

**NOTICE OF ALDERMANIC MEETING
OF
THE CITY OF NEW HAVEN
GREETINGS**

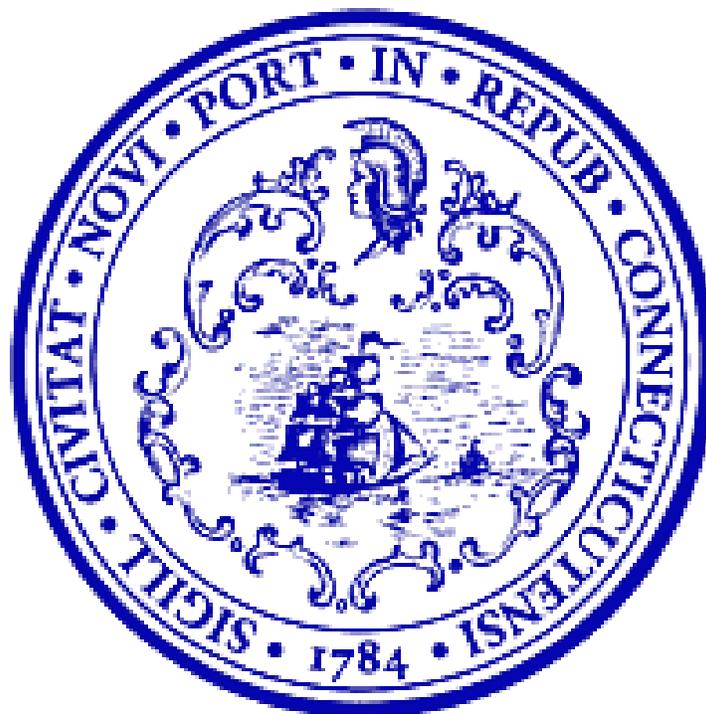
You are hereby required to meet in the Aldermanic Chambers of the City of New Haven on the date and time below.

MONDAY 20TH DAY DECEMBER 2021

At 7:00 PM

Given under my hand this 17th Day of December 2021


(Hon Justin Elicker)



The Seal of The City of New Haven

**BOARD OF ALDERS
REGULAR MEETING
December 20, 2021
AGENDA**

Attendance

Divine Guidance

Approval of the Journal of the December 6, 2021, Board of Alders

UNANIMOUS CONSENT

1. From Tax Collector, Order De Tax Refunds (December 20,2021)
2. Order concerning real property taxes of Darrisha McIver on motor vehicle tax accounts 898213.
3. Order concerning real property taxes of Gabriel Arc Ang Canestri on motor vehicle tax accounts 890441.
4. Order concerning real property taxes of Keith B. Davis on motor vehicle tax accounts 875313, 891907, and 891906.
5. Order concerning real property taxes of Kehinde S. Okosun on motor vehicle tax accounts 665696.
6. Order concerning real property taxes of Tiffany Reed on motor vehicle tax accounts 93220, 93724, 93219.
7. Order concerning real property taxes of Heydi Y Ruiz-Paz on motor vehicle tax accounts 97249, 97250, 97248, 96710, 96712, and 96711.
8. Order concerning real property taxes of Stacy F. Whitley on motor vehicle tax accounts 107339, 107910, 107338, 107909.
9. From the Yale University Associate Director of Planning Administration submitting a Resolution of the Board of Alders certifying that no amendment to the Yale University Central/Science overall Parking Plan is required in connection with the submission of the 2021 annual update to the Central/Science Overall Parking Plan.
10. From the Yale New Haven Health Director of Parking, Transportation & TDM submitting a Resolution of the Board of Alders certifying that no amendment to the Medical Area Overall Parking Plan is required in connection with the submission of the 2021 annual update to the Medical Area Overall Parking Plan.

COMMUNICATIONS

11. From Alder Brackeen submitting A Resolution encouraging the State of Connecticut to allow an option for municipalities to allow lawful permanent residents and persons authorized to work in the United States in New Haven to vote in municipal elections and calling for the state legislature to allow municipalities to legally pursue such a measure.

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12. From the Chief Operating Officer recommending Approval of the Collective Bargaining Agreement by and between the New Haven Board of Education and United Brotherhood of Carpenters and Joiners of America, Local 24; Brotherhood of Painters and Allied Trades, District Council 11; International Brotherhood of Electrical Workers, Local 90; and United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada, Local 777, from July 1, 2021 to June 20, 2026.
13. From the New Haven Public Schools IT Director submitting an Order of the Board of Alders of the City of New Haven authorizing the execution of the GoGuardian agreement with the Board of Education for the period of July 1, 2021, to June 30, 2024.
14. From the New Haven Public Schools Chief Operating Officer submitting an Order authorizing the execution of the agreement with Connecticut Association for the Performing Arts (CAPA), to provide planning, management and services for COOP High School theaters and designated arts related facilities, from July 1, 2021, to June 30, 2022, in an amount not to exceed \$140,000.00.
15. From the Health Director submitting a Resolution of the New Haven Board of Alders authorizing the Mayor of the City of New Haven to accept An ODMAP Grant Awarded from the Connecticut Department of Public Health in the amount of \$42,000 to execute, acknowledge, implement, and deliver all documents as may be considered necessary or appropriate with respect thereto.
16. From the Executive Director of Park New Haven submitting a communication concerning the annual Community participation report for construction contractors (12 ¼) at New Haven Parking Authority.
17. From the Chief Financial Officer of the Towers submitting a communication concerning the order extending the current agreement with Tower East at 18 Tower Lane for one additional year.
18. From Antonio General Contractor LLC submitting an order concerning motor vehicle tax accounts 52312, 80649, and 52242.

FIRST READINGS

19. City Services and Environmental Policy. Favorable.

Order of the New Haven Board of Alders designating the corner of Newhall and Huntington Street as “Mother Mary E. Atkinson Joyner corner” in perpetuity, to honor the life and legacy of Mother Mary Atkinson Joyner, a longtime community resident, well-respected church mother, and leader who has given back to church and families in our community on many levels.

20. Finance. Favorable.

- a. Ordinance Amendment to Appropriating Ordinance # 1 authorizing budget transfer #133-22-1 transferring funds from the expenditure reserve account to the Office of Corporation Counsel legal services account in the amount of Two Hundred Thousand Dollars and Zero Cents (\$200,000) to

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amend the current legal service agreements with the law firms of Berchem & Moses, and Howd & Ludorf.

- b. Order of the Board of Alders of the City of New Haven approving a fee schedule and accounting for the Canal Dock Boathouse.
- c. Order to Read and File the Updated Budgetary and Financial Reports for the Month of September 2021 in compliance with Article VIII Section 5 of the Charter.
- d. Order to Read and File the Updated Budgetary and Financial Reports for the Month of October 2021 in compliance with Article VIII Section 5 of the Charter.

21. Legislation. Favorable.

- a. Ordinance text and map amendment to the New Haven zoning ordinance to require and incentivize the inclusion of affordable housing units in market rate development.
- b. Ordinance text amendment to chapter 13 of the New Haven code of ordinances establishing a vacant building registration program as part of the fire code.

22. Joint Community Development and Legislation. Favorable.

Zoning Ordinance Text amendment And Zoning Ordinance Map Amendment Approving An Application By The RJDA Ashmun Street, LLC, for the modification of Planned Development District #49 to (1) expand the boundaries of Parcel K to include the entirety of the real property known as 291 Ashmun Street, 309 Ashmun Street, And 178-186 Canal Street; (2) a change of zone from RH-2 General High Density Residential Planned Development District # 49 (Grid 5 And Grid 6) for the redevelopment of approximately 1.78 acres of land generally bounded by Ashmun Street, Canal Street, Henry Street and the existing PDD #49 (Science Park Planned Development District); and (3) An Amendment to the Zoning Text amending the permitted uses in PDD #49, as to Parcel K Only, to include multi-family residential of up to 176 apartment units, 88 (or more) parking spaces, and related community/amenity space.

SECOND READINGS

- 23. From the Deputy Chief Administrative Officer submitting a Resolution of the Board of Alders of the City of New Haven approving the rolling closures along the route for WPLR's annual Shamrock & Roll Run – Whitney Avenue – 5k on Sunday, March 6, 2022.

24. Aldermanic Affairs. Favorable.

- a. Order of the New Haven Board of Alders approving the appointment of Linda McDonough to the Commission on Disabilities.

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- b. Order of the New Haven Board of Alders approving the appointment of Harvey Feinberg to the Parks Commission.
- c. Order of the New Haven Board of Alders approving the appointment of Lucas Carihfield to the commission on equal opportunities.
- d. Order of the New Haven Board of Alders approving the appointment of Michelle Rodriguez to the Commission on Equal Opportunities.

25. Aldermanic Affairs. Leave to withdraw.

- a. Order granting leave to withdraw to the communication title “From the Mayor submitting an Order approving the appointment of Howard Boyd to the Commission on Equal Opportunities.”
- b. Order granting leave to withdraw to the communication to approve “From the Mayor submitting an Order approving the appointment the appointment of Charlie Blango to the Commission on Equal Opportunities.”

26. City Services and Environmental Policy. Favorable.

- a. Order of the New Haven Board of Alders approving a petition for the inclusion of the even side of Morris Street between Lamberton Street and the railroad tracks into the existing residential parking zone.
- b. Order of the New Haven Board of Alders approving the negotiation and execution of a multi-year lease agreement by and between the City of New Haven and the State of Connecticut for use of Connecticut Department of Transportation land along Bradley Street at the intersection of State Street to be used as a community greenspace for a period not to exceed fifteen (15) years at a fixed rent of \$1.00 per year.

27. City Services and Environmental Policy. Leave to withdraw.

Order granting leave to withdraw to the communication to approve a five-year lease agreement between the city and neighborhood Rx Inc at 23 Shepard Street for a green space for \$1.00 per year

28. Community Development. Favorable.

Order of the Board of Alders of the City of New Haven approving the discontinuance of a remaining portion of the former Pulaski Street and approving a development and land disposition agreement with respect to that property known as 793 State Street, New Haven, Connecticut incorporating said remaining portion of the former Pulaski Street.

29. Tax Abatement Favorable

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- a. Order of the New Haven Board of Alders approving a tax abatement for Beacon Communities LLC's mixed-income, mixed-use affordable development at State & Chapel Street, New Haven, Connecticut.
- b. Order Abating (Deferring Collection of) Real Property Taxes due from Helen Freeman, on her residence, Grand Lists of 2017 through 2020
- c. Order Abating (Deferring Collection of) Real Property Taxes due from Aldora Nelson, on her residence, Grand Lists of 2019 and 2020.
- d. Order Abating (Deferring Collection of) Real Property Taxes due from Joanne Sockwell, on her residence, Grand List of 2020.
- e. Order Abating (Deferring Collection of) Real Property Taxes due from Deborah Dorsi, on her residence, Grand List of 2020.

30. Tax Abatement Leave to Withdraw

- a. Order granting Leave to Withdraw to the communication from William Jackson concerning motor vehicle tax account numbers 76454 and 75158.
- b. Order granting Leave to Withdraw to the communication from Tamika Flowers concerning motor vehicle tax account numbers 93574, 67320, and 67778.

31. Joint Community Development-Tax Abatement Committee. Favorable.

- a. Order of The Board of Alders of the City of New Haven authorizing the City of New Haven to enter into a cooperation agreement with the Housing Authority of the City of New Haven and Glendower Group, Inc. And ECC Group II a RAD LLC, with respect to the redevelopment of the HANH RAD Group II A Development (Valley Townhomes); and designating 210-290 Valley Street to be Development Property within the meaning of The Connecticut City and Town Development Act, C.G.S § 7-480 Et Seq., and eligible for tax exemption pursuant to C.G.S §7-498; and providing a tax abatement pursuant to Section §28-4 Of the New Haven Code of Ordinances.
- b. Order of the New Haven Board of Alders authorizing the City of New Haven to enter into an agreement with Vessel Technologies for a tax abatement for low income, multi-family residential development of 136 Hemingway Street.

32. Finance. Favorable.

- a. Order of the Board of Alders authorizing the use of American Rescue Plan Act (ARPA) funding for quality-of-life supplemental details, lateral bonuses, and I.T. infrastructure in an estimated amount of Twelve Million Dollars and Zero Cents (\$12,000,000.00) from the ARPA direct allocation and/or county allocation or a combination of funding.

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- b. Ordinance Amendment to Appropriating Ordinance # 1 authorizing the creation of positions within the Finance Department, Information and Technology Division, and budget transfer #137-22-1 transferring funds from the Expenditure Reserve account to the Finance Department, Information and Technology salary account in the amount of One Hundred and Fifty-Five Thousand Dollars and Zero Cents (\$155,000).

MISCELLANEOUS

33. MOTIONS TO AMEND MATTERS PREVIOUSLY ADOPTED.

From Alder Crespo Submitting a Motion to Amend LM-2021-0149, An Order of The Board of Alders Previously Adopted on July 6, 2021, concerning the communication from Clarus Global Alliance submitting on behalf of Community Preservation Partners dba Fairbanks Community Partners LP an application for a tax agreement regarding its 100% affordable housing rehabilitation at 355 Ferry Street, from Leave To Withdraw to Favorable with an agreement of \$1500 per unit with an 3% escalator and requirement for biennial reporting on the maintenance of the building.

34. MOTION TO DISCHARGE.

END OF YEAR MOTION TO DISCHARGE COMMITTEES FROM CONSIDERATION OF THE FOLLOWING ITEMS FOR FINAL READING AND FILING OR GRANTING LEAVE TO WITHDRAW AS FOLLOWS:

From the Chairs of various committees and joint committees submitting an Order of the Board of Alders to discharge certain committees and joint committees from consideration of the following legislative items and take them up for immediate action for the purpose of “granting leave to withdraw” or “read and file” as is appropriate for the following matters.

CITY SERVICES AND ENVIRONMENTAL POLICY COMMITTEE:

- a. From the Environmental Advisory Council submitting an Order concerning public hearing to discuss issues concerning Solid Waste Disposal in New Haven.
- b. From Alder DeCola submitting a request to review and update the composition, roles, and responsibilities of the Emergency Management Advisory Council.
- c. Order of New Haven Board of Alders ordering the closing of a portion of Cove Place from Memorial Day to Labor Day.
- d. From Alder Furlow submitting an Order of the Board of Alders calling for a workshop on UVC Technology.

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- e. From Alders Winter, Furlow, Roth, Festa and Edwards submitting a Resolution of the Board of Alder urging New Haven's delegation to the general assembly to support SB 99, an act requiring the elimination of single use Styrofoam containers.

PUBLIC SAFETY COMMITTEE:

- a. Order Of the Board of Alders Authorizing the Mayor to Apply to Be Part of The State of Connecticut's Fully Autonomous Vehicle Testing Pilot Program.
- b. Order Of the New Haven Board of Alders Concerning the Communication from The President of Local 884 Requesting the Public Safety Committee of The Board of Alders Hold a Hearing on The Working Conditions of School Security Officers and The Staff in The Public Safety Access Point (PSAP/911) Department.
- c. From Alder Santiago Submitting a Resolution of The New Haven Board of Alders Acknowledging the City Hall Security Officers Who Have Been on The Frontline During the Pandemic and Authorizing the Mayor Hold a Recognition Event to Give Them a Key to The City.
- d. Order Of the Board of Alders Concerning the Request a Public Hearing Pertaining to The City of New Haven Fire Department Entry Level Firefighter Selection Process.
- e. From Alder Brackeen Submitting a Resolution Endorsing the Eight Can't Wait Campaign and Encouraging Immediate Action to Implement the Recommendations in New Haven.
- f. From Alder Wingate Submitting an Order of The Board of Alders Calling for The Appropriate Committee of The Board of Alders to Hold a Workshop Regarding Ideas, Best Practices, And Innovative Solutions to Address Issues Related to Dog Bites, Vicious Dogs, And the Related Responsibilities of Dog Owners and City Officials.

FROM TAX COLLECTOR, ORDER DE TAX REFUNDS (DECEMBER 20,2021)

ORDERED by the New Haven Board of Aldermen that the tax refund applications specified hereinafter by taxpayer's name, account number, and refund amount be and hereby are approved pursuant to the Connecticut General Statutes and the certification of the Tax Collector. The Tax Collector shall draw orders upon the City Treasurer for each payee specified and, pursuant to Section 2-37 of the City Ordinances, the Controller or his designee shall surrender each payment to the payee named thereon after obtaining satisfaction of any and all debts owed to the City of New Haven by the Payee.

NAME	ACCOUNT	AMOUNT
BOYD PERCEL S. SR.	55827	\$67.44
HONDA LEASE TRUST	73631	\$106.50
HONDA LEASE TRUST	73652	\$526.56
HONDA LEASE TRUST	73691	\$150.51
KURIYETU SULE	101994	\$193.51
LEWIS THERESA	79123	\$443.41
TOYOTA LEASE TRUST	104238	\$103.86
TOYOTA LEASE TRUST	104107	\$379.56
TOYOTA LEASE TRUST	104127	\$453.72
TOYOTA LEASE TRUST	104299	\$609.94
TOYOTA LEASE TRUST	104331	\$436.44
TOYOTA LEASE TRUST	101509	\$788.52

TOTAL: \$4,259.97

..Title

ORDER CONCERNING REAL PROPERTY TAXES OF DARRISHA MCIVER ON MOTOR VEHICLE TAX ACCOUNTS 898213.

..Body

WHEREAS: Darrisha Mciver has old motor vehicle tax accounts; and

WHEREAS: Darrisha Mciver wants to pay these tax bills; and

WHEREAS: Darrisha Mciver is asking for assistance with these accounts.

NOW THEREFORE BE IT ORDERED by the New Haven Board of Alders that the interest for account numbers 898213 be forgiven

BE IT FURTHER ORDERED that Darrisha Mciver will pay the outstanding taxes less the interest within ninety days of the passage of this Order or the interest shall be restored on motor vehicle tax accounts 898213

..Title

ORDER CONCERNING REAL PROPERTY TAXES OF GABRIEL ARC ANG CANESTRI ON
MOTOR VEHICLE TAX ACCOUNTS 890441.

..Body

WHEREAS: Gabriel Arc Ang Canestri has old motor vehicle tax accounts; and

WHEREAS: Gabriel Arc Ang Canestri wants to pay these tax bills; and

WHEREAS: Gabriel Arc Ang Canestri is asking for assistance with these accounts.

NOW THEREFORE BE IT ORDERED by the New Haven Board of Alders that the interest for account numbers 890441 be forgiven

BE IT FURTHER ORDERED that Gabriel Arc Ang Canestri will pay the outstanding taxes less the interest within ninety days of the passage of this Order or the interest shall be restored on motor vehicle tax accounts 890441

..Title

ORDER CONCERNING REAL PROPERTY TAXES OF KEITH B. DAVIS ON MOTOR VEHICLE TAX ACCOUNTS 875313, 891907, AND 891906.

..Body

WHEREAS: Keith B. Davis has old motor vehicle tax accounts; and

WHEREAS: Keith B. Davis wants to pay these tax bills; and

WHEREAS: Keith B. Davis is asking for assistance with these accounts.

NOW THEREFORE BE IT ORDERED by the New Haven Board of Alders that the interest for account numbers 875313, 891907, and 891906 be forgiven

BE IT FURTHER ORDERED that Keith B. Davis will pay the outstanding taxes less the interest within ninety days of the passage of this Order or the interest shall be restored on motor vehicle tax accounts 875313, 891907, and 891906.

..Title

ORDER CONCERNING REAL PROPERTY TAXES OF KEHINDE S OKOSUN ON MOTOR VEHICLE TAX ACCOUNTS 665696

..Body

WHEREAS: Kehinde S Okosun has old motor vehicle tax accounts; and

WHEREAS: Kehinde S Okosun wants to pay these tax bills; and

WHEREAS: Kehinde S Okosun is asking for assistance with these accounts.

NOW THEREFORE BE IT ORDERED by the New Haven Board of Alders that the interest for account numbers 665696 be forgiven

BE IT FURTHER ORDERED that Kehinde S Okosun will pay the outstanding taxes less the interest within ninety days of the passage of this Order or the interest shall be restored on motor vehicle tax accounts 665696

..Title

ORDER CONCERNING REAL PROPERTY TAXES OF TIFFANY REED ON MOTOR VEHICLE TAX ACCOUNTS 93220, 93724, 93219.

..Body

WHEREAS: Tiffany Reed has old motor vehicle tax accounts; and

WHEREAS: Tiffany Reed wants to pay these tax bills; and

WHEREAS: Tiffany Reed is asking for assistance with these accounts.

NOW THEREFORE BE IT ORDERED by the New Haven Board of Alders that the interest for account numbers 93220, 93724, 93219 be forgiven

BE IT FURTHER ORDERED that Tiffany Reed will pay the outstanding taxes less the interest within ninety days of the passage of this Order or the interest shall be restored on motor vehicle tax accounts 93220, 93724, 93219

..Title

ORDER CONCERNING REAL PROPERTY TAXES OF HEYDI Y RUIZ-PAZ ON MOTOR VEHICLE TAX ACCOUNTS 97249, 97250, 97248, 96710, 96712, AND 96711.

..Body

WHEREAS: Heydi Y Ruiz-Paz has old motor vehicle tax accounts; and

WHEREAS: Heydi Y Ruiz-Paz wants to pay these tax bills; and

WHEREAS: Heydi Y Ruiz-Paz is asking for assistance with these accounts.

NOW THEREFORE BE IT ORDERED by the New Haven Board of Alders that the interest for account numbers 97249, 97250, 97248, 96710, 96712, AND 96711 be forgiven

BE IT FURTHER ORDERED that Heydi Y Ruiz-Paz will pay the outstanding taxes less the interest within ninety days of the passage of this Order or the interest shall be restored on motor vehicle tax accounts 97249, 97250, 97248, 96710, 96712, AND 96711

..Title

ORDER CONCERNING REAL PROPERTY TAXES OF STACY F. WHITLEY ON MOTOR VEHICLE TAX ACCOUNTS 107339, 107910, 107338, 107909.

..Body

WHEREAS: Stacy F. Whitley has old motor vehicle tax accounts; and

WHEREAS: Stacy F. Whitley wants to pay these tax bills; and

WHEREAS: Stacy F. Whitley is asking for assistance with these accounts.

NOW THEREFORE BE IT ORDERED by the New Haven Board of Alders that the interest for account numbers 107339, 107910, 107338, 107909 be forgiven

BE IT FURTHER ORDERED that Stacy F. Whitley will pay the outstanding taxes less the interest within ninety days of the passage of this Order or the interest shall be restored on motor vehicle tax accounts 107339, 107910, 107338, 107909.

December 16, 2021

The Honorable Tyisha Walker-Myers, President
New Haven Board of Alders
165 Church Street
New Haven, CT 06510

Aïcha Woods
Executive Director
New Haven City Plan Department
165 Church Street, Fifth Floor
New Haven, CT 06510

Re: Yale University – 2021 Annual Update of Central/Science Campus Overall Parking Plan

Dear President Walker-Myers and Mrs. Woods:

Enclosed herewith please find a copy of the annual update of Yale University's Central/Science Campus Overall Parking Plan ("Central/Science OPP"). This submission is made pursuant to the Order adopted by the Board of Alders on September 6, 2016 approving an amendment to the Central/Science OPP (the "Order") and consistent with the annual submissions made by Yale University (the "University") since the approval of the Central/Science OPP by the Board of Zoning Appeals in 1998. Pursuant to the Order, since no Central/Science OPP amendment has been requested or approved during the 2021 calendar year, the University hereby requests a resolution from the Board of Alders certifying that no amendment is required by this submission of the 2021 annual update of the Central/Science OPP. A draft resolution consistent with this request is enclosed.

Submitted herewith are copies of the following as of December 2021:

- Parking Inventory
- Student, Faculty and Staff FTE Counts.
- Yale Transportation Demand Management Overview
- Yale Shuttle Routes, Maps, and COVID-19 Protocols
- Yale Faculty, Staff and Student Parking Rates
- Overall Parking Plan Study Area Map

As you know, the Zoning Ordinance has for many years allowed educational and other institutions to provide parking through an overall parking plan. The purpose of a parking plan is to allow institutions with campuses to maintain a centralized parking supply with parking lots and garages in multiple locations that are available to serve buildings anywhere on the campus, and not subject

to the standard requirement of the Zoning Ordinance that off-street parking be provided within 300 or 1,000 feet of each building. This recognizes, among other things, the inefficiency and lack of feasibility of providing separate parking at each individual building in a concentrated developed urban setting such as New Haven, the fluidity of a walkable and bicycle friendly campus environment and the provision of transportation options by the institution.

In the case of the University, the Central/Science Campus OPP allows parking facilities to be provided in multiple locations throughout the Central/Science campus and reflects the provision of shuttle service, bicycle parking and other sustainable transportation options within and around the campus to reduce vehicle use, traffic congestion and parking demand in the downtown and other areas of New Haven. The Central/Science OPP was approved by the Board of Zoning Appeals in 1998. The University has submitted to the City on an annual basis updates to the plan including changes to the parking inventory and population counts for students, faculty and staff. The most recent annual update was submitted on December 18, 2020, and provided to the Board of Alders. The Board of Alders adopted an Order pursuant to which it read and filed that update.

At all times since the University's previous annual submission, the University has continued to address New Entitlements in accordance with the terms of the Order. During the 2021 calendar year, the University sought and obtained resolutions from the Board of Alders that no Central/Science OPP amendment was required in connection with each zoning application proposing New Entitlements. There have been no changes to the Central/Science OPP since the December 2020 submission to the Board of Alders which would require an amendment.

We also note the following: the University has been recognized as one of only three Best Workplaces for Commuters in the state by the National Center for Transit Research for offering transportation options and benefits to employees to encourage a sustainable community. The University has also been actively implementing a Transportation Demand Management (TDM) program to reduce traffic on city streets and reduce demand on the parking system. Ongoing initiatives include:

- Yale Shuttle with extensive service to and throughout the Central/Science campus and between the Central/Science and Medical School campuses. Over 1.8 million rider trips annually.
- The provision of approximately 2,850 bicycle spaces throughout campus to facilitate and encourage the use of bicycles.
- Access to over 15 shared vehicles for personal and business transportation through the Zipcar carsharing program.
- Emergency Ride Home Program and up to three free one-day parking permits per month issued to carpool and transit participants.
- West Campus Park & Ride.
- Commuter resources offered via the "Parking and Transportation Options" website <https://your.yale.edu/work-yale/campus-services/parking-and-transportation-options> and support from CT *rides*.
- Home mailing of transit passes, with pre-tax savings applied to the monthly cost.
- Recognition by the League of American Bicyclists as a Gold Bicycle Friendly University, one of only 24 in the country.
- Creation of a Sustainable Transportation Framework that has identified priorities for

campus-wide active transportation.

- The Yale Bike-Walk committee meets to discuss active transportation and circulation around campus, in addition to promoting bicycle and pedestrian safety in support of the University Traffic Safety Committee.
- Map of campus that highlights bike racks (open and covered), bikeshare stations, bike repair stations, and shower facilities on and near Yale's campus.
- Quarterly meetings with other universities from the greater New Haven area to discuss sustainability broadly, but with transportation as a priority topic.
- Member of Go New Haven Go, in a sustainable transportation coalition that encourages healthier, cleaner and cheaper travel within the Greater New Haven area. The Coalition includes Yale University, The City of New Haven and CT*transit*, among other local area organizations.

Very truly yours,

A handwritten signature in cursive script, appearing to read "Stephen M. Brown", followed by a horizontal line extending to the right.

Stephen M. Brown, AIA
Associate Director, Planning Administration

cc: Board of Alders
Board of Zoning Appeals

Enclosures

RESOLUTION OF THE BOARD OF ALDERS CERTIFYING THAT NO
AMENDMENT TO THE YALE UNIVERSITY CENTRAL/SCIENCE OVERALL
PARKING PLAN IS REQUIRED IN CONNECTION WITH THE SUBMISSION OF
THE 2021 ANNUAL UPDATE TO THE CENTRAL/SCIENCE OVERALL PARKING
PLAN

WHEREAS, by communication dated December 16, 2021, from Stephen Brown, Associate Director of Planning Administration, Yale University has submitted an update to the Central/Science Overall Parking Plan (“Central/Science OPP”) as required by and pursuant to the Order adopted by the Board of Alders on September 6, 2016 approving the Central/Science OPP (the “Order”);

WHEREAS, no amendment has been requested or approved during the 2021 calendar year with regard to the Central/Science OPP;

WHEREAS, since no amendment has been approved in the 2021 calendar year, the Order indicates that Yale University is to submit an update to the Central/Science OPP, which has been accomplished by the above-referenced communication; and

WHEREAS, Yale University requests that the Board of Alders approve a resolution certifying that no amendment to the Central/Science OPP is required by the submission of the annual update of the Central Science OPP;

NOW, THEREFORE, BE IT RESOLVED that the Board of Alders hereby determines and certifies that no amendment to the Central/Science OPP is required by the submission of the 2021 annual update of the Central/Science OPP and the Central/Science OPP is hereby approved.

YALE UNIVERSITY PARKING SYSTEM
Central (Main and Science) Campus
PARKING LOT INVENTORY: FALL 2021

Lot #	Location	Fall 2021	Fall 2021	Fall 2021
		Inventory	Assigned	Surplus
11	Divinity School north, 409 Prospect	126	80	46
14	Betts House northwest, 393 Prospect St	21	4	17
(14)BH	Betts House north, 393 Prospect St	24	12	12
15	Betts House south, near Greenberg, 365 Prospect St	40	0	40
16	Bass/WNSL east, 260 Whitney Ave	266	95	171
17	Greeley Lab east, 370 Prospect (north of Hillside)	25	10	15
19	Ingalls Rink west, 97 Mansfield St	42	8	34
20	276 Prospect street	2	0	2
21	Sage Hall east, 217 Prospect St	11	8	3
22	Gibbs Lab east, 260 Whitney Ave	283	98	185
29	354 Edwards St	14	9	5
30	17 Hillhouse: Former Health Services Lot	80	76	4
39	Trumbull St, south side, adjacent to 442 Temple St	4	5	0
41	215 Whitney Ave	58	25	33
43	Malone Center east, 55 Prospect St	1	2	0
51	Hendrie Hall north, access from Temple St	74	58	16
52	246 Church Street (53 Wall St. east)	7	2	5
53	258 Church Street	10	9	1
55	451 College St, east	31	7	24
62	301 Prospect Street, south	24	11	13
63	314 Prospect Street, north, access from Hillside Pl	20	6	14
65	309 Edwards Street	5	1	4
66	160 St. Ronan Street	18	7	11
77	Ray Tompkins House, access from Tower Pkwy	38	17	21
78	Payne Whitney Gym east, access from Ashmun St	128	131	0
78W	Payne Whitney Gym west, access from Lake Pl	80	66	14
80T	Crown & York	27	11	16
81	297 Crown St, north	21	10	11
83	341 Crown street	9	2	7
84	University Theatre south, 222 York St	8	2	6
85	205 Park St, south (adjacent to Colony Inn)	1	1	0
121	121 Whitney Avenue	18	13	5
199	195 Whitney Ave	29	10	19
AUD	Audubon Court Garage, 78 Audubon St (for 55 Whit)	85	65	20
AWG	Audubon/Whitney Garage (adjacent to 55 Whitney)	14	14	0
129 AYA	1201 Chapel street	6	5	1
150 York	Chapel/York Garage (150 York St)	375	283	92
406	406 Prospect	4	0	4
EVANS	165 Whitney Ave.	157	134	23
HSG	Howe St. Garage	288	268	20
OC	International Center, 421 Temple St	21	22	0
PSPG	Pierson Sage Garage, 280 Whitney Ave	621	493	128
PSG	Prospect-Sachem Garage (aka Science Hill Garage)	352	366	0
WAPG	221 Whitney Ave, rear	120	88	32
LSG	Lock Street Garage	323	128	195
WGS	Whitney Grove Square Garage, access from Grove St	28	26	2
344	344 Winchester	215	235	0
Lot K	25 Science Park (behind building)	53	25	28
SP Garage	Science Park Garage	888	653	235
Lot SP 2	2 Science Park	175	105	70
Grove Street	Grove St Garage, north side, between Orange & Church	283	306	0
FC	CT Financial Center Garage, 157 Church St	96	84	12
NHLC	New Haven Lawn Club, 193 Whitney Ave	4	0	4
	TOTAL PARKING SPACES IN SYSTEM	5,653	4,096	1,620

- (1) Over permitting can occur due to the status of faculty (e.g., emeritus, lecturer) and their class meeting schedules, and the status of staff (e.g., casual, part-time) and their work schedules, which results in higher parking space turnover. Given Yale's significant benefit program, employees may be out for personal days, vacation, sick days, or working from home.

**YALE UNIVERSITY PARKING SYSTEM
Central (Main and Science) Campus
PARKING LOT INVENTORY: FALL 2021**

VISITOR LOT PARKING

Lot #	Location	Fall 2021	Fall 2021
		Capacity	Assigned
12V	Divinity School east, 409 Prospect	13	N/A
11V	Spaces at entry drive near to Prospect Street	6	N/A
16V	Space in front of gate of Lot 16	28	N/A
22V	Spaces next to KGL reserved for Peabody	38	N/A
26V	Ingalls Rink east, access from Prospect St	32	N/A
29V	350 Edwards	2	N/A
37V	Spaces to east of 27 Hillhouse on Trumbull Street	30	N/A
65V	Spaces at 309 Edwards Street	14	N/A
WAPGV	Spaces at rear of 221 Whitney Avenue	20	N/A
Lot KV	25 Science Park (behind building)	8	N/A
344V	344 Winchester	10	N/A

SUBTOTAL NO. VISITOR SPACES	201
TOTAL NO. OF PARKING SPACES INCLUDING VISITOR SPACES	5,854

YALE UNIVERSITY
Central (Main, Science, Athletic) Campus

STUDENT AND PERSONNEL
FULL TIME EQUIVALENT (F.T.E.) COUNTS
Updated Fall 2021

REPORTING FALL	DATA AS OF FALL	STUDENTS	PERSONNEL	TOTAL F.T.E.
		F.T.E.	F.T.E.	
2002	2002	10,378	5,991	16,369
2003	2003	10,509	6,185	16,694
2004	2004	10,512	6,210	16,722
2005	2005	10,619	6,274	16,893
2006	2006	10,599	6,851	17,450
2007	2007	10,627	7,215	17,842
2008	2008	10,630	7,695	18,325
2009	2009	10,735	7,719	18,454
2010	2010	10,844	7,468	18,312
2011	2011	11,001	7,433	18,434
2012	2012	11,077	7,509	18,585
2013	2013	11,252	7,671	18,923
2014	2014	11,163	7,548	18,710
2015	2015	11,181	7,680	18,861
2016	2016	11,217	7,842	19,058
2017	2017	11,432	8,307	19,739
2018	2018	11,963	8,452	20,415
2019	2018	11,943	7,691	19,634
2020	2019	12,136	7,971	20,107
2021	2020	10,630*	8,218	18,848

Yale uses as its basis counts of students and personnel most recently reported to the Department of Education via the IPEDS system. Student and personnel F.T.E.s (full time equivalents) are calculated by counting each part-time person as 1/3 F.T.E. and each full-time person as 1.0 F.T.E, in keeping with reporting practices to the Department of Education.

Students and personnel based at the School of Medicine, School of Nursing, School of Public Health, and Physician Associate Program continue to be excluded from these counts. The student counts above include degree-seeking and non-degree-seeking students who were enrolled at Yale at the time of the fall snapshot. The personnel counts above include faculty, staff, and trainees (postgraduate associates, postdoctoral associates, and some clinical fellows) who were employed and paid by Yale at the time of the fall census snapshot.

*The decrease in the 2021 student count is due to a combination of students taking a leave of absence and deferring enrollment due to COVID-19. The count continues to include all typically eligible enrolled students, regardless of whether they resided on campus or studied remotely due to COVID-19.

Yale University Transportation Demand Management Summary November 2021

Yale University is recognized as one of the Best Workplaces for Commuters by the National Center for Transit Research for offering transportation options and benefits to employees to encourage sustainable commuting. The Yale Office of Sustainability works with campus and community partners to decrease the percentage of Yale commuters using single-occupancy vehicles to get to campus, and to recognize the associated environmental and economic impacts.

Last year the Transportation Options website content was migrated onto the Parking and Transportation Options section of the It's Your Yale website. This transition was a collaboration with Yale Internal Communications to streamline the web presence for those searching for information on getting to and around Yale, and to make those resources more accessible for users. The Office of Sustainability continued collaborations this year with Yale Internal Communications to publish updates on train schedules, including information on the *CTrail* Hartford line and the Metro-North New Haven line. Since the website migration in May 2020, there have been over 26,000 pageviews to Parking & Transportation Options and over 21,000 unique pageviews.

Yale University has continued to adjust to many changes this year due to COVID-19. On March 1, 2021, the Senior Vice President for Operations announced that most staff who were currently working remotely should plan to resume working on-campus August 1. In anticipation of this date, the Office of Sustainability collaborated with Yale Internal Communications to issue a commuting options poll to assess people's plans and concerns. Results found that working remotely or with a hybrid schedule was preferred whenever possible.

All students were invited back to campus for the fall semester. Staff and faculty working directly with students returned to campus in August; the remainder of employees working remotely began a phased return to campus on October 4.

Biking

Yale offered bikeshare on campus for twelve years. This began with the departmental Y-Bike program in 2008, then a multi-year partnership with Zagster, followed by a multi-year collaboration with Noa Technologies which ended in August 2020. Yale is actively exploring ways to restart this program in partnership with city and community partners.

Yale has over 2,850 individual bike parking spaces (indoor and outdoor) on campus, and regularly monitors usage and adjusts parking spaces as needed. The University also offers shower facilities for use by students, faculty, and staff.

In 2017, Yale was awarded Gold-level Bicycle Friendly University status, a step up from the Silver-Level awarded in 2014, by the League of American Bicyclists for providing a more bikeable campus for students, staff, and visitors. Yale is the only certified university in the state, and one of only 31 Gold-Level universities in the country.

Public Transportation



Yale offers several benefits to employees who commute to work via public bus or train. Employees can purchase transit passes online and have them mailed directly to their home, with pre-tax savings applied to a monthly cost of up to \$270. In addition, employees receive up to three free parking stays per month to use on days when a car is necessary, and a guaranteed ride home for emergencies. Employees who take transit to work take advantage of the free parking stays for when they need to drive to work.

The university has also partnered with Yale-New Haven Hospital (YNHH) to provide a park-and-ride option for Yale employees who utilize transit. Employees can use YNHH's commuter lots north of campus and take a shuttle into New Haven. Yale employees are also permitted to park at Yale's West Campus and take a shuttle to downtown.

Carpooling

Over 1,500 Yale affiliates are registered with Agile Mile (previously *NuRide*), the nation's largest rewards program for commuters who do not use a personal vehicle to get to work. Since the program's inception in 2011, almost 200,000 carpool trips have been registered with *Agile Mile* by the Yale community. The program also allows employees to form carpooling groups based on their start and end locations. Close to 300 employees are enrolled to receive parking benefits (discounted parking rates and up to six free parking stays per month) for carpooling to campus. Carpool numbers are lower this year as many carpools were cancelled due to telecommuting.

Car Sharing

The University has partnered with Zipcar since 2007 to offer its students and employees discounted annual memberships to join the car sharing program. Over the past year while campus was less occupied, Zipcar reduced their fleet size accordingly. Because of current ongoing contract negotiations, we do not have data from 2021 available at this time.

Shuttle and Park & Ride

The Yale Shuttle typically has over 1.8 million rider trips annually, with extensive service throughout the Central/Science Hill campus and between the Central/Science Hill and Medical School campuses. This year, ridership is lower than typical years at 348K. All shuttle service routes returned to being supported, however, the number of shuttles (at peak times, from 7-9 a.m. and 4-6 p.m.) remain constrained by driver shortages. Yale community members are encouraged to consider alternative schedules or [modes of transportation](#), as needed.

This free service for Yale students, faculty, and staff runs year-round except on University holidays. Two shuttle routes connect West Campus with the Central and Medical School campuses, allowing West Campus to serve as a Park & Ride location for Yale commuters. The Veterans Hospital shuttle serves Quigley Field (a satellite parking lot in West Haven), the VA Hospital, Yale New Haven Hospital, and the Yale Medical School campus. This shuttle provides a free service to all users of these facilities.

no later than 11:59 p.m. on September 3, 2021. The extension of the two remaining programs, in-home and center-based care, will continue through December 31, 2021.

Commuting Options poll

Keeping work-life balance in mind, which commuting option is most appealing as you plan your return to on-campus work?

- Work remotely/work hybrid schedule **62%**
- Drive alone **16%**
- Train/Bus/Yale Shuttle (transit) **11%**
- Walk/bike **9%**
- Rideshare/other **2%**

Respondents identified the benefits of their choices as: Reducing Yale's carbon footprint, lowering the stress of commuting, saving on parking costs, getting exercise, increasing productivity, staying healthy, and flexibility in balancing work and home obligations. **Resources for planning commutes:** CTrail [safety practices and expanded schedules](#), [tips for commuting by bike](#), and CTrides [commuting options](#).

Snapshot



Institute for the Preservation of Cultural Heritage

Yale Art Gallery painting conservator Sydney Nikolau carefully removes surface grime and hazy white efflorescence material from an oil study by [Edwin Austin Abbey](#) (1852-1911) from his collection of Holy Grail murals in the Boston Public Library. See what else is [happening on campus](#).

can help reduce your stress, provide confidential assistance, get tips for improving self-care.

Yale Shuttle returns to 100% capacity

Parking & Transit has expanded transit services for Nighttime routes. After 6:00 p.m., the Nighttime Blue and Orange lines provide “to-door” drop-off after passing Prospect/Sachem and Whitney/Canner, respectively. While space dividers have been removed between riders, Safe Riding Protocols require passengers and driver to wear a mask when the vehicle is occupied. Each vehicle is cleaned and disinfected nightly and the high-touch-point areas within the vehicle are cleaned and disinfected at the end of each loop. Track your ride in real-time through the [LiveSafe app](#).

Stay in the know



[By the numbers: Yale positive cases](#)

[COVID-19 Coordinator Weekly Updates \(Dr.](#)

[Stephanie Spangler\)](#)

[Yale COVID-19 website](#)

[COVID-19 Workplace Guidance website](#)

Campus COVID-19 Resource Line: 203-432-6604

It's Your Yale

Train

Updates for Train Riders

If you commute via train, below are some upcoming changes to services and other valuable information to help with your travels.

- Effective August 22, CT*rail*/Hartford Line tickets (except 10-ride tickets) are valid on CT*transit* Express 950 routes, which offers customers additional mid-day options between Hartford and New Haven. Visit [HartfordLine.com](https://www.hartfordline.com/) (<https://www.hartfordline.com/>) for more details.
- Recently, Metro-North New Haven Line connections were revised to allow more options and shorter connection times for customers transferring to or from the New Haven Line from the CT*rail*/Hartford Line or CT*rail*/Shore Line East. Visit [ShoreLineEast.com](https://shorelineeast.com/) (<https://shorelineeast.com/>) or [HartfordLine.com](https://www.hartfordline.com/) (<https://www.hartfordline.com/>) for updated schedules.
- The MTA is seeking customer feedback on Metro-North service and traveling during the pandemic. Even if you haven't been riding lately, your opinion is still valuable as they work to make your ride better now and in the future. Complete the survey and you could **win one of several \$100 gift cards**. [Sign up to receive a survey invitation](https://new.mta.info/mta-customers-count) (<https://new.mta.info/mta-customers-count>).
- Transit users can use pre-tax savings to receive a discount on passes, may qualify for up to three free parking stays per month, and are eligible for our guaranteed free ride home program. [Learn more.](https://your.yale.edu/work-yale/campus-services/parking-and-transportation-options/train) (<https://your.yale.edu/work-yale/campus-services/parking-and-transportation-options/train>).

Benefits of Riding the Train

Yale commuters who use the train to get to work can:

- Use pre-tax savings to receive a discount on passes. Visit the [Commuter Benefits page to learn more.](https://your.yale.edu/work-yale/benefits/my-benefits-job-classification/commuter-benefits-program-yale) (<https://your.yale.edu/work-yale/benefits/my-benefits-job-classification/commuter-benefits-program-yale>).
- Receive up to [3 free parking stays per month](https://your.yale.edu/work-yale/campus-services/parking-and-transit/parking/parking-forms) (<https://your.yale.edu/work-yale/campus-services/parking-and-transit/parking/parking-forms>) to use on days when you need your car.
- Count on a [Guaranteed Ride Home.](https://your.yale.edu/work-yale/campus-services/parking-and-transit/parking/parking-forms) (<https://your.yale.edu/work-yale/campus-services/parking-and-transit/parking/parking-forms>).
- [Purchase CT rail eTix](https://portal.ct.gov/dot/publictrans/bureau-of-public-transportation/ctrail-etix) (<https://portal.ct.gov/dot/publictrans/bureau-of-public-transportation/ctrail-etix>) using a smartphone.
- Log trips in [CTrides Commuter Rewards](https://ctrides.agilemile.com/) (<https://ctrides.agilemile.com/>) to earn restaurant coupons, local retailer discounts, and tickets to shows and attractions.

New Haven is served by two train stations:

- [Union Station](http://maps.google.com/maps?hl=en&ie=utf-8&dq=union+station,++new+haven,+ct&daddr=50+union+ave+%23+4,+new+haven,+ct+06519&geoc) (<http://maps.google.com/maps?hl=en&ie=utf-8&dq=union+station,++new+haven,+ct&daddr=50+union+ave+%23+4,+new+haven,+ct+06519&geoc>)
- [State Street Station](http://maps.google.com/maps?hl=en&ie=utf-8&q=state+street+station+new+haven+ct&fb=1&cid=9187576433842802319&li=1md&z=14&t=m) (<http://maps.google.com/maps?hl=en&ie=utf-8&q=state+street+station+new+haven+ct&fb=1&cid=9187576433842802319&li=1md&z=14&t=m>)

Looking for service to/from:

- The Connecticut Shoreline? [Shoreline East](http://www.shorelineeast.com/schedules) (<http://www.shorelineeast.com/schedules>)
- New York City? [Metro North](http://www.mta.info/mnr) (<http://www.mta.info/mnr>).
- Harford? [The Hartford Line](http://www.hartfordline.com/) (<http://www.hartfordline.com/>).
- Northeast Corridor and beyond? [Amtrak](https://www.amtrak.com/home.html) (<https://www.amtrak.com/home.html>).

Transportation between New Haven Train Stations and Campus

Union Station Shuttle

The Union Station shuttle connects the New Haven Green, various downtown locations, parking, and Union Station—every 20 minutes. [View the map and schedule](https://www.cttransit.com/services/union-station-shuttle-new-haven) (<https://www.cttransit.com/services/union-station-shuttle-new-haven>).

Yale Shuttle

The [Yale Shuttle \(https://your.yale.edu/work-yale/campus-services/parking-and-transit/shuttle\)](https://your.yale.edu/work-yale/campus-services/parking-and-transit/shuttle) provides service between Union Station and campus destinations. Please note that there are now TWO shuttle stop locations in front of Union Station. If the stop directly in front of the station is congested, shuttle drivers pick up in front of the parking garage. Please look for Shuttles in both locations.

For information on access to train stations at your place of origin, contact the local transit authority or town/city government where the train station is located. Some towns offer commuter connection services and most manage parking arrangements at the train stations.

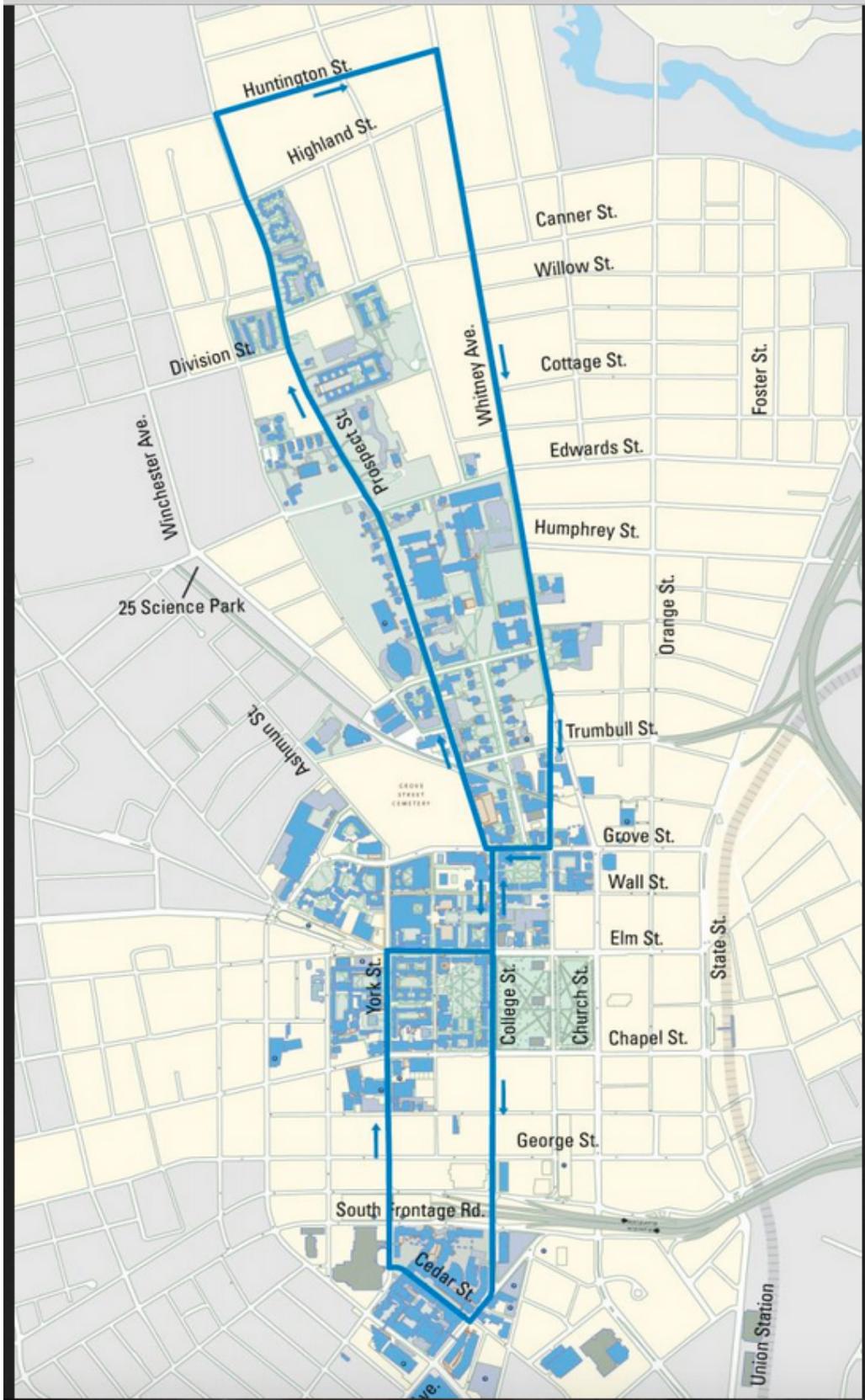
Train Rider Advocacy

Please use the transit [comment form \(http://your.yale.edu/node/33\)](http://your.yale.edu/node/33) to report commendations, inquiries or complaints about train service. If you are interested in advocating for more and better train service? Consider joining the [CT Rail Commuter Council \(http://www.trainweb.org/ct/\)](http://www.trainweb.org/ct/).

Related Resources

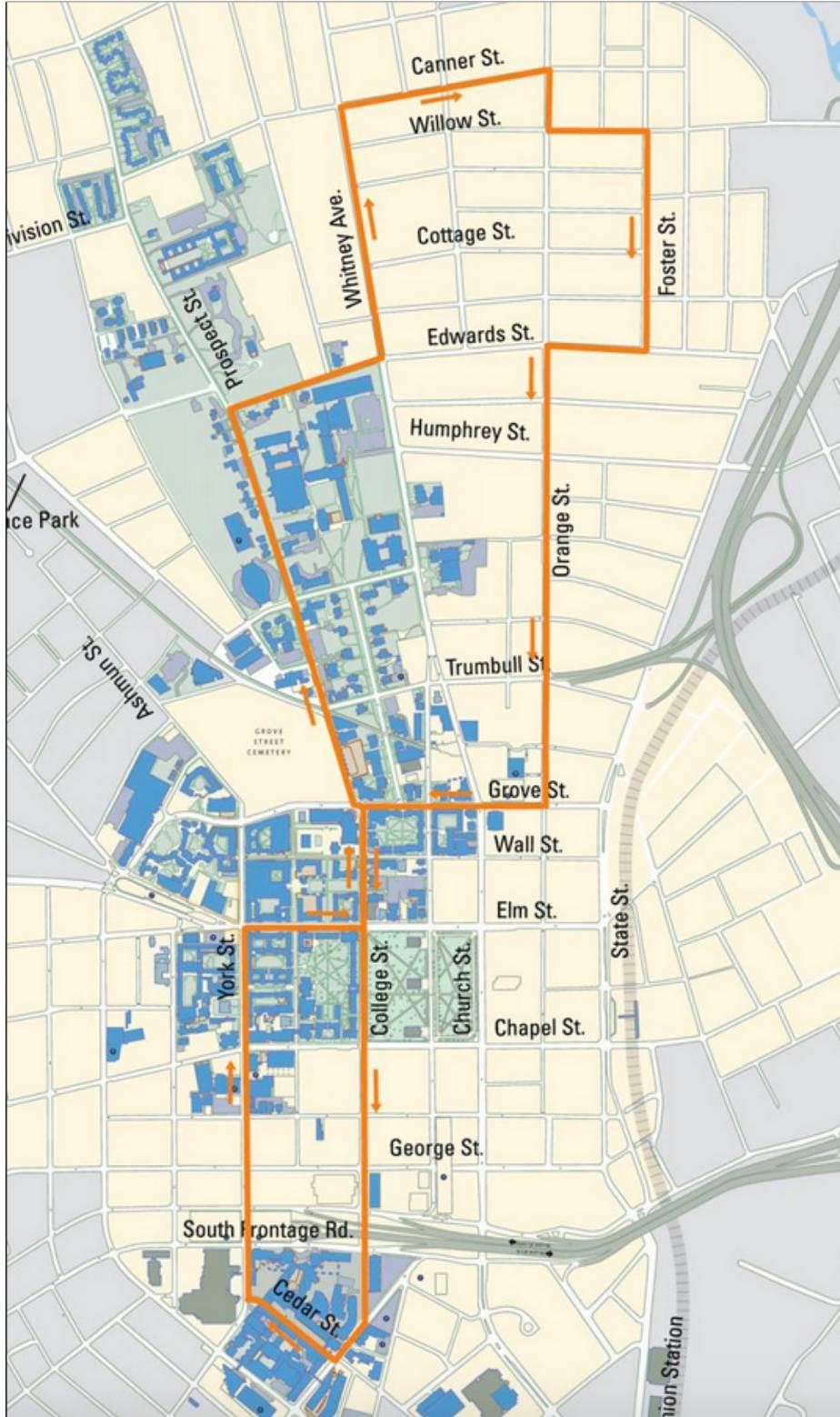
- [Free Parking Passes for Transit \(https://yalesurvey.ca1.qualtrics.com/jfe/form/sv_7vzda2ujbgo7pvt\)](https://yalesurvey.ca1.qualtrics.com/jfe/form/sv_7vzda2ujbgo7pvt)
- [Transit Feedback \(https://yalesurvey.ca1.qualtrics.com/jfe/form/sv_ooio2vbwj8fasn3\)](https://yalesurvey.ca1.qualtrics.com/jfe/form/sv_ooio2vbwj8fasn3)
- For Free Commuter Counseling, visit [CTrides \(https://ctrides.com/\)](https://ctrides.com/).

Yale Shuttle Routes – 2021



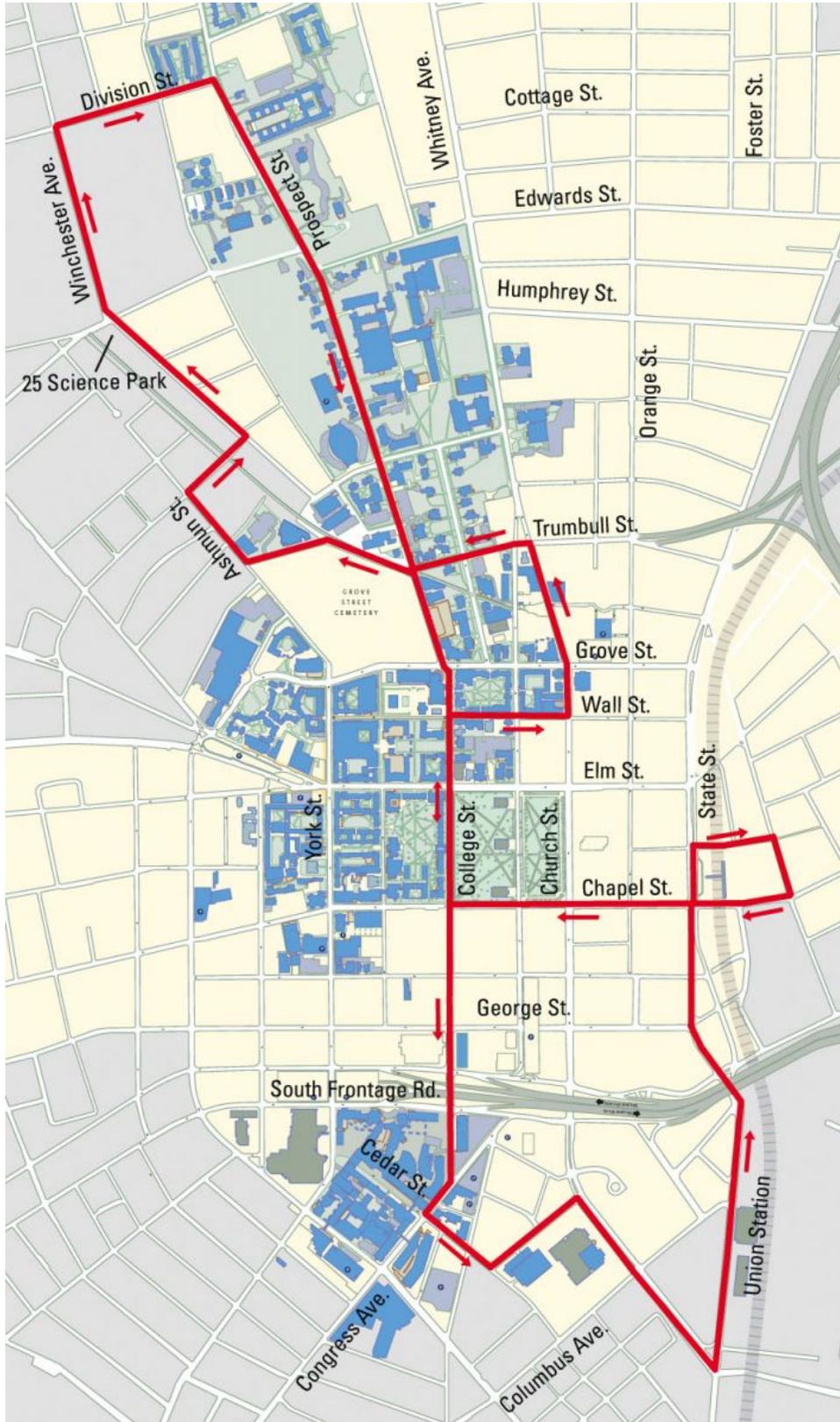
BLUE - DAY

Yale Shuttle Routes – 2021



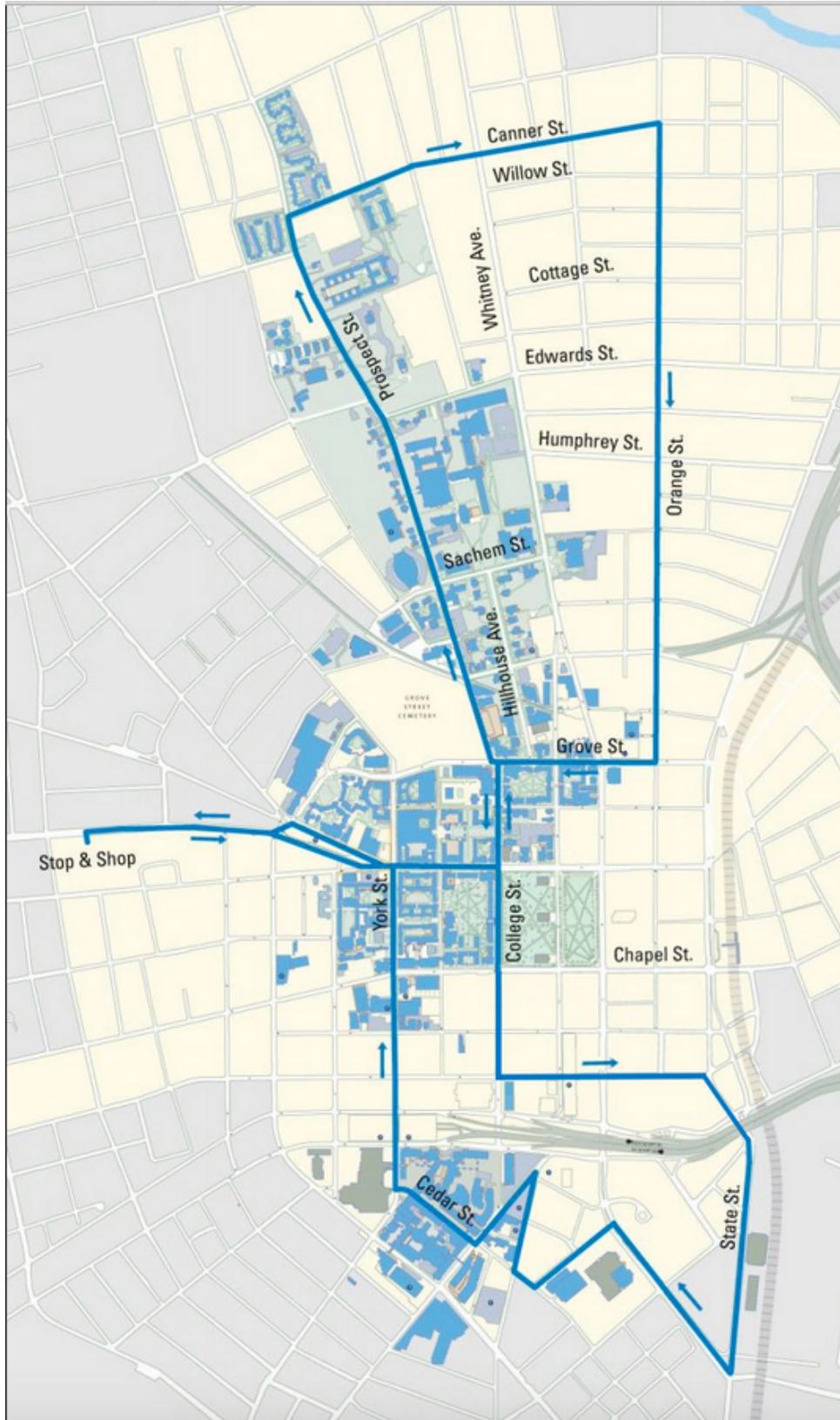
DAY - ORANGE

Yale Shuttle Routes – 2021



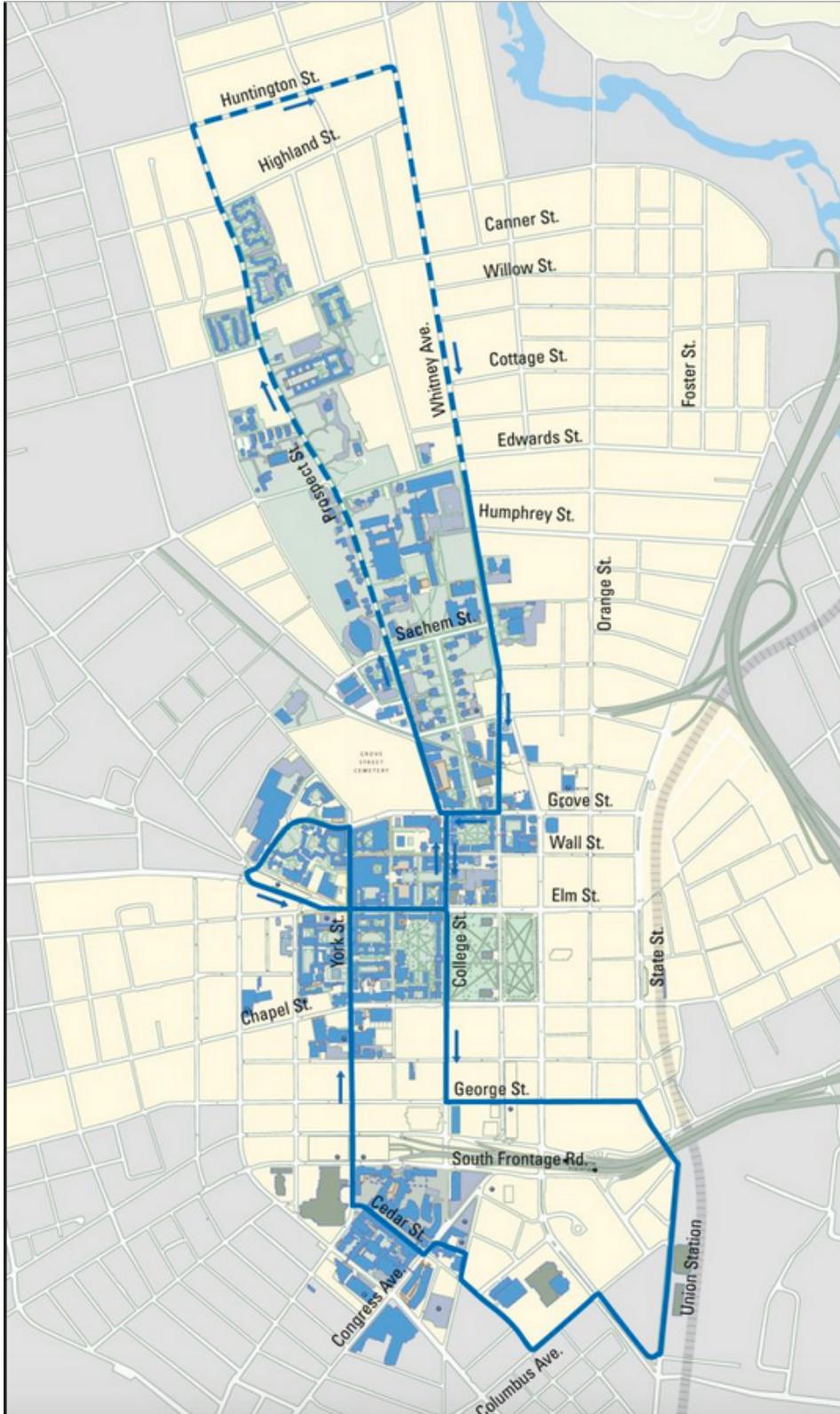
DAY - RED

Yale Shuttle Routes – 2021



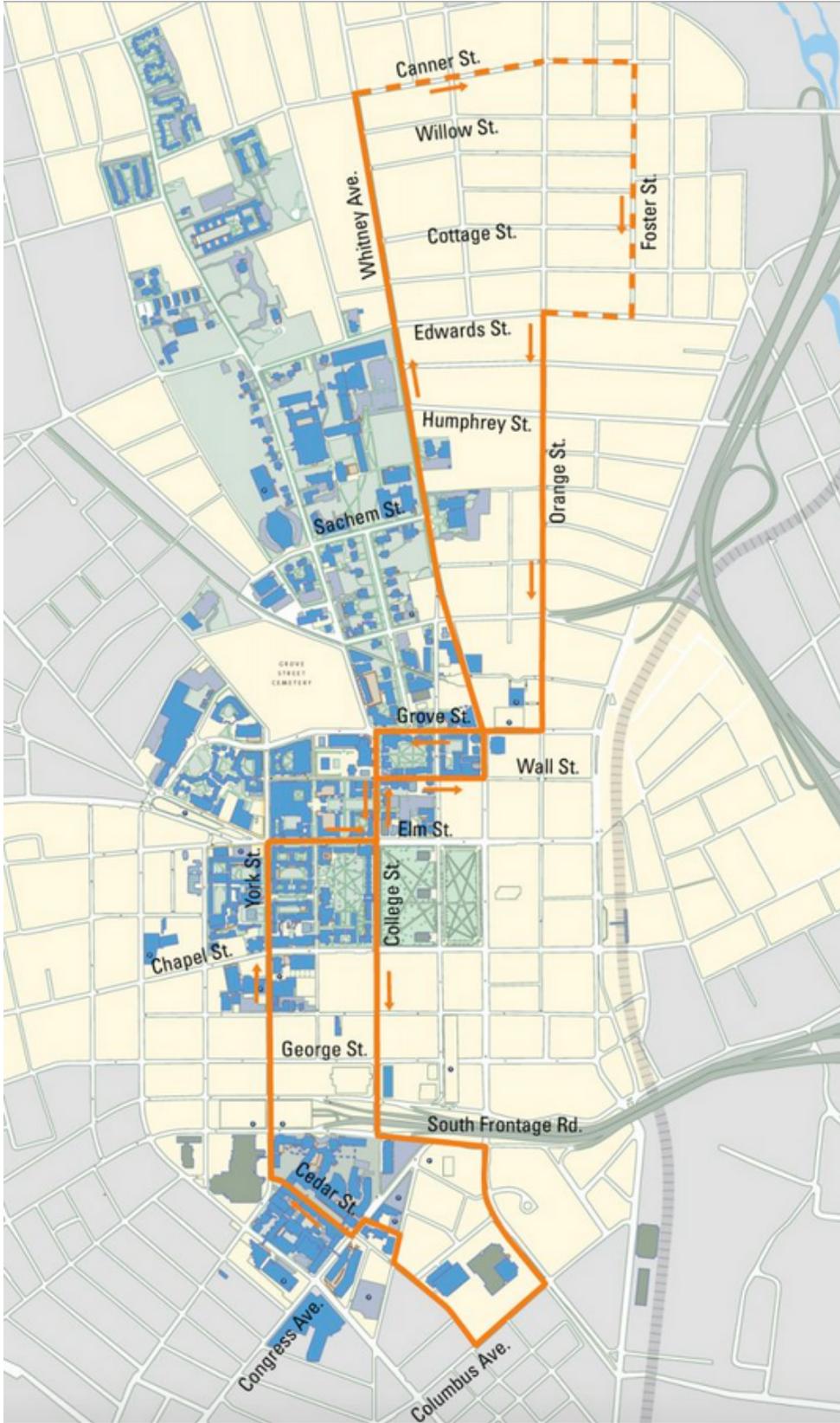
NIGHT - BLUE

Yale Shuttle Routes – 2021



WEEKEND - BLUE

Yale Shuttle Routes – 2021



NIGHTS - ORANGE

ADDITIONAL ROUTES:

GREEN AND PURPLE LINE SUPPORT WEST CAMPUS (NO MAP AVAILABLE)

WEEKEND GROCERY LINE (NO MAP AVAILABLE)

Yale University Shuttle System

COVID-19 Protocols

Yale Shuttles are currently operating limited routes with 100% capacity.

All vehicles have been outfitted with driver enclosures, and masking requirements are still in place

Standees are allowed on shuttle buses.

Drivers and passengers must wear properly fitted face masks at all times.

On full size buses, the front door is used for entry and the rear door for exiting.

Signs alerting passengers to protocols are on all vehicles.

High touch areas are sanitized at the end of each loop.

Post shift, vehicles receive a deep cleaning and are disinfected with an aerosol treatment.

Yale University

Faculty, Staff & Student Parking Rates

All employee rates are based on a Full Time Equivalent Salary. Yale employees will pay for parking through payroll deduction on a pre-tax basis.

Rates effective September 1, 2021 (No parking fees have been assessed since March 2020 through December 31, 2021)

Faculty and Staff Rates

Central Campus

Salary Ranges	Category	Monthly Fee	2 Person Carpool Monthly	3 Person Carpool
			50%	33%
\$81,783 & Higher	A	\$132.60	\$66.30	\$44.20
\$60,602 - \$81,782	B	\$102.08	\$51.04	\$34.02
\$60,601 or under	C/E	\$74.28	\$37.14	\$24.76

Grove Street Garage & 2 Whitney

Grove Square

Salary Ranges		Monthly Fee	2 Person Carpool Monthly	3 Person Carpool
			50%	33%
\$81,783 & Higher	A	\$145.00	\$72.50	\$48.33
\$60,602 - \$81,782	B	\$113.20	\$56.60	\$37.73
\$60,601 or under	C/E	\$81.16	\$40.58	\$27.05

Audubon and Whitney Grove

Garages

Salary Ranges		Monthly Fee		
All Parkers		\$153.80	\$76.90	\$51.26

FC - Financial Center

Salary Ranges		Monthly Fee		
All Parkers		\$185.00		

Carpool Parking Discounts

The carpool parking discount is based on the number of passengers in the vehicle. Two people save 50% each, three people save 67% each, etc. PLUS, each carpool member receives three free one-day permits per month to use on days when carpooling is inconvenient.

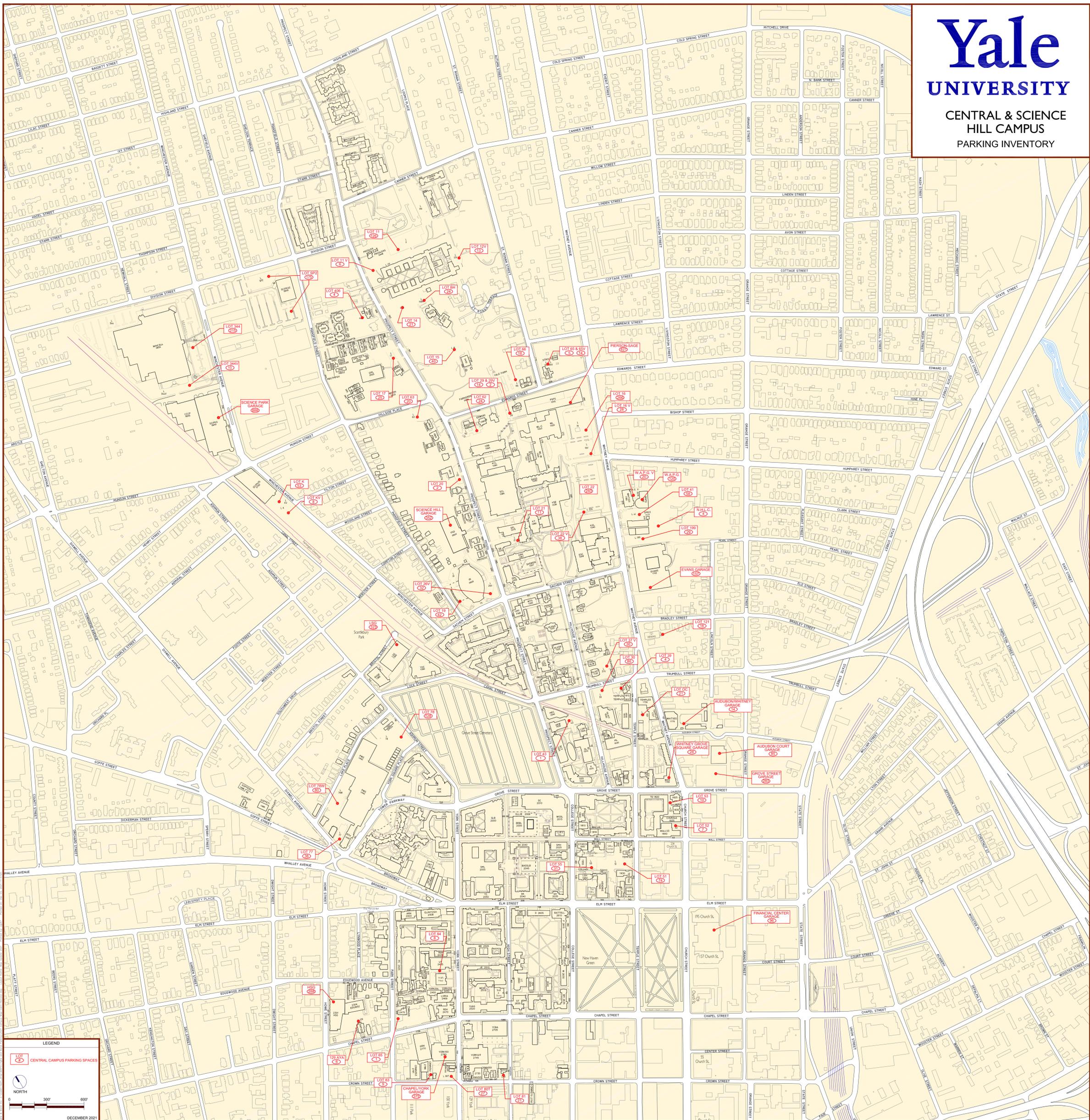
Student Rates

Academic Year (Sept. 1, 2020 - May 31, 2021)	\$950.00
Full year (September 1, 2020 - August 31, 2021)	\$1,220.00

Yale

UNIVERSITY

CENTRAL & SCIENCE HILL CAMPUS PARKING INVENTORY



LEGEND

LOT 111
CENTRAL CAMPUS PARKING SPACES

NORTH

0 300' 600'

DECEMBER 2021

YaleNewHaven**Health**

Yale New Haven Hospital



Yale University
School of Medicine



**2021
Medical Area Overall
Parking Plan
(MAOPP)**

December 17, 2021

The Honorable Tyisha Walker-Myers,
President New Haven Board of Alders
165 Church Street
New Haven, CT 06510

Aicha S. Woods
Executive Director
City Plan Department
165 Church Street, 5th Floor
New Haven, CT 06510

Re: 2021 Medical Area Overall Parking Plan

Dear President Walker-Myers and Ms. Woods,

Enclosed herewith please find the 2021 Medical Area Overall Parking Plan (the "MAOPP") annual update submittal on behalf of Yale New Haven Hospital ("YNHH"), Yale School of Medicine ("YSM") and Connecticut Mental Health Center ("CMHC" and, collectively, the "Institutions"). The enclosed update of the MAOPP is being submitted consistent with the requirements of the Board of Zoning Appeals 2006 special exception as to the MAOPP, that certain Development Agreement between the City of New Haven ("City") and YNHH dated June 6, 2006, that certain Order of the New Haven Board of Alders Regarding Formal Approval by the Board of Alders of the MAOPP, which was passed on August 7, 2017 (the "Order"), and prior submissions of MAOPP updates.

Pursuant to the Order, since no OPP amendment has been requested or approved during the 2021 calendar year, the Institutions hereby request a resolution from the Board of Alders certifying that no OPP amendment is required by this submission of the MAOPP. A draft resolution is enclosed.

The enclosed annual update of the MAOPP includes the following information:

- A map indicating the area and facilities covered within the Medical Area;
- "Section A" which contains the Monthly Day-Shift Space, Permit and User Matrix information;
- "Section B" which contains the YNHH and YSM shuttle routes and maps;
- "Section C" which includes Parking Demand by Shift for the Institutions;
- "Section D" which consists of the YNHH Transportation Demand Management ("TDM") brochure and the YSM TDM overview; and
- "Section E" which consists of the Institutions' TDM program summaries and enrollment figures

As you know, the City's Zoning Ordinance (the "Ordinance") has for many years allowed religious, educational, and medical institutions and hospitals to meet the Ordinance's parking requirements through an overall parking plan. The purpose of a parking plan is to allow institutions with campuses to maintain a centralized parking supply with parking lots and garages in multiple locations that are available to serve buildings anywhere on the campus, and not subject to the standard requirement of the Ordinance that off-street parking be provided within 300 or 1,000 feet of each

building. This recognizes, among other things, the inefficiency and lack of feasibility of providing separate parking at each individual building in a developed urban setting such as New Haven, the fluidity of a walkable and bicycle friendly campus environment and the provision of transportation options by participating institutions.

In the context of the MAOPP, it should be noted that each of the three Institutions are separate and distinct from one another and that other third- party organizations also operate within the borders of the MAOPP. Additionally, as distinct organizations – funded and managed by separate entities – each Institution maintains control over its own parking facilities and provides permits for its own faculty, staff, and students independently.

The Institutions have, at all times, complied with applicable City requirements with respect to the MAOPP, including the terms of the Order. Since the August 7, 2017 approval of the MAOPP by the Board of Alders there have been no changes to the MAOPP which would require an amendment.

Finally, we note that the Institutions have repeatedly been recognized for their comprehensive commitments to transportation and parking related matters, including earning numerous prestigious awards for their past and ongoing initiatives in these areas. More information about these awards and accolades is included in Exhibit 1.

Please feel free to contact me if you require additional information or have any questions.

Sincerely,



Rodney Slaughter CAPP, CPP
Director
Parking, Transportation & TDM

Enclosures

cc: Board of Alders
Mildred Melendez, Board of Zoning Appeals
Edward Mattison, City Plan Commission
Vincent Petrini, Yale New Haven Hospital
Kyle Ballou, Yale New Haven Hospital
Robert Reed, Yale New Haven Hospital
Dean Caruso, Yale New Haven Hospital
Amy Souchuns, Yale New Haven Hospital
Michael Holmes, Yale New Haven Hospital
Lauren Zucker, Yale University
Eric Veenstra, Yale University
Stephen Brown, Yale University
George Longyear, Yale University
Sam Gougsa, Yale University
Elizabeth Anderson, Yale University
Karen King, Yale University
Robert Cole, Connecticut Mental Health Center

RESOLUTION OF THE BOARD OF ALDERS CERTIFYING THAT NO AMENDMENT TO THE
MEDICAL AREA OVERALL PARKING PLAN IS REQUIRED IN CONNECTION WITH THE
SUBMISSION OF THE 2017 ANNUAL UPDATE TO THE MEDICAL AREA OVERALL PARKING
PLAN

WHEREAS, by communication dated December 17, 2021, from Rodney Slaughter CAPP, CPP, Director, Parking and Transportation for Yale New Haven Hospital, Yale New Haven Hospital (“YNHH”), Yale School of Medicine (“YSM”) and Connecticut Mental Health Center (“CMHC” and, collectively, the “Institutions”) have submitted an update to the Medical Area Overall Parking Plan (“MAOPP”) as required by and pursuant to the Order of the New Haven Board of Alders Regarding Formal Approval by the Board of Alders of the MAOPP, which was passed on August 7, 2017 (the “Order”);

WHEREAS, no amendment has been requested or approved during the 2020 calendar year with regard to the MAOPP;

WHEREAS, since no amendment has been approved in the 2021 calendar year, the Order indicates that the Institutions are to submit an update to the MAOPP, which has been accomplished by the above-referenced communication; and

WHEREAS, the Institutions request that the Board of Alders approve a resolution by unanimous consent certifying that no amendment to the MAOPP is required by the submission of the annual update of the MAOPP;

NOW, THEREFORE, BE IT RESOLVED that the Board of Alders hereby determines and certifies that no amendment to the MAOPP is required by the submission of the 2020 annual update of the MAOPP and the MAOPP is hereby approved.

Section A
MONTHLY DAY-SHIFT PERMIT AND USER MATRIX

Lot ID	Name	Location	2021 YSM								2021 CMHC		2021 TOTALS	
			2021 YNHH			Spaces	Permits	YSM Res. Parking	Leased to YNHH	Surplus	Spaces	Permits	Total Spaces	Total Permits
			Spaces	Permits	Leased to YSM									
#1	Davenport/Howard	99 Davenport Avenue	33	0	0	12	12	0	0	0	0	0	45	12
#3	Children's Hospital Garage	10 York Street	110	135	22	0	0	0	0	0	0	0	110	157
#4	Primary Care Center	769 Howard Avenue	27	27	0	1	1	0	0	0	0	0	28	28
#6	Emergency Department	10 York Street	2	0	0	0	0	0	0	0	0	0	2	0
#7	100 Church Street South	100 Church Street South	367	367	0	270	193	0	44	33	0	0	637	604
#8	Hunter Building	5 York Street	20	20	0	0	0	0	0	0	0	0	20	20
#12	YNHH Pediatric Emergency	853 Howard Avenue	4	0	0	0	0	0	0	0	0	0	4	0
#47	Washington/Howard	Washington/Howard	0	0	0	166	87	0	57	22	0	0	166	144
#92	Child Study Center*	230 South Frontage Road	0	0	0	12	7	6	0	0	0	0	12	7
#94	Behind 270 Congress	Behind 270 Congress	0	0	0	20	11	0	0	9	0	0	20	11
#95	135 College St.	135 College Street	0	0	0	75	19	48	0	8	0	0	75	19
#96	Washington/Gilbert	Washington/Gilbert	0	0	0	150	115	0	0	35	0	0	150	115
#99	Prince Street	39 Prince Street	0	0	0	78	45	0	0	33	0	0	78	45
#100	SHM C Wing	333 Cedar Street	0	0	0	8	5	0	0	3	0	0	8	5
1 Church	One Church Street	One Church Street	0	0	0	93	19	0	0	74	0	0	93	19
2 CSS	2 Church Street South	2 Church Street South	65	65	0	265	91	36	65	73	0	0	330	221
55 Church	55 Church Street	55 Church Street	0	0	0	15	3	0	0	12	0	0	15	3
99 Park	99 Park Street	99 Park Street	0	0	0	70	53	0	0	17	0	0	70	53
129 York	129 York	129 York Street	0	0	0	14	7	0	0	7	0	0	14	7
100 College	100 College Street	100 College Street	0	0	0	60	0	0	0	60	0	0	60	0
136 Sherman	136 Sherman Ave	136 Sherman Ave	16	16	0	0	0	0	0	0	0	0	16	16
340 George	340 George	340 George Street	300	190	0	162	37	0	0	125	0	0	462	227
425 George	425 George Street	425 George Street	40	0	0	0	0	0	0	0	0	0	40	0
904 Howard	904 Howard Avenue	904 Howard Avenue	140	0	0	0	0	0	0	0	0	0	140	0
922 Howard	922 Howard Avenue	922 Howard Avenue	30	30	0	0	0	0	0	0	0	0	30	30
926 Howard	926 Howard Avenue	926 Howard Avenue	114	0	0	0	0	0	0	0	63	63	177	63
1385 Chapel	Chapel & Orchard Streets	1385 Chapel Street	14	14	0	0	0	0	0	0	0	0	14	14
AMG	Amistad Garage*	10 Amistad Street	0	0	0	945	1031	0	0	0	0	0	945	1031
ARG/UAR	ARG/UAR*	60 York Street	1658	1287	0	943	732	0	325	0	10	1	2611	2345
CMHC	Around CMHC (Lots A & C)*	South Frontage/Howard	0	0	0	0	53	0	0	0	66	66	66	119
Coliseum Lot	Coliseum Lot (3)	275 South Orange Street	600	578	0	0	0	0	0	0	0	0	600	578
CP	College Plaza I*	Congress/South Frontage	0	0	0	115	123	0	0	0	0	0	115	123
CP2	College Plaza II	College/Congress	0	0	0	29	0	16	0	13	0	0	29	0
CSG	Crown Street Garage	213 Crown Street	200	200	0	161	132	0	0	29	0	0	361	332
E / #33	2 Howe Street Garage	2 Howe Street	845	502	0	0	0	0	0	0	0	0	845	502
Grimes Lot	Grimes Lot	1342 Chapel & 573 George	77	67	0	0	0	0	0	0	0	0	77	67
GSG	George Street Garage	629 George Street	660	588	36	0	0	0	0	0	0	0	660	624
HAG	Howard Avenue Garage	Howard/Congress	28	21	0	644	339	200	30	75	0	0	672	390
MCG	McGivney Lot (2)	671 George Street	60	52	0	0	0	0	0	0	0	0	60	52
Mosque	Mosque	624 George Street	30	30	0	0	0	0	0	0	0	0	30	30
OSG	Orchard Street Garage	301 Orchard Street	551	441	76	0	0	0	0	0	0	0	551	517
SCR	Scranton Garage	200 Orchard Street	90	80	0	0	0	0	0	0	0	0	90	80
S/O	Sherman/Orchard	467 Legion Avenue	460	460	0	0	0	0	0	0	0	0	460	460
S/T	Sherman/Tyler (1)	60 N. Frontage Road	472	275	2	0	0	0	0	0	0	0	472	277
St. Mike's Lot	St. Mike's Lot	554 George Street	80	80	0	0	0	0	0	0	0	0	80	80
SW	Sylvan/Ward	21 Sylvan Avenue	170	0	0	0	0	0	0	0	0	0	170	0
Synagogue	Synagogue	232 Orchard Street	25	25	0	0	0	0	0	0	0	0	25	25
TMG	Temple Medical Garage	230 George Street	155	155	0	95	71	0	0	24	0	0	250	226
TSG	Temple Street Garage	1 Temple Street	200	200	0	462	462	0	0	0	0	0	662	662
URG	URG	60 York Street	0	0	0	0	0	0	0	0	184	263	184	263
WL	Ward/Legion	34, 46, 72, 80 Legion Avenue	49	0	0	0	0	0	0	0	0	0	49	0
LPRI	LPRI Garage	Legion Avenue	600	450	0	0	0	0	0	0	0	0	600	450
TOTALS			7692	5905	136	4865	3648	306	521	652	323	393	12880	10603

YNHH	Forecasted future loss of parking facilities\spaces													
S/T	Sherman/Tyler (1)	60 N. Frontage Road	-472	0	0	0	0	0	0	0	0	0	-472	0
MCG	McGivney Lot (2)	671 George Street	-60	0	0	0	0	0	0	0	0	0	-62	0
	Coliseum Lot (3)	275 South Orange Street	-600	0	0	0	0	0	0	0	0	0	-600	0
YSM	Forecasted future loss of parking facilities\spaces													
YSM	#99 **	39 Prince Street	0	0	0	-78	0	0	0	0	0	0	-78	0
YNHH	Forecasted future gain of parking facilities\spaces													
New Garages	SRC Neuroscience Expansion Project (4)		544	0	0	0	0	0	0	0	0	0	544	0
Adjusted Space TOTALS			7104			4787							12212	

NOTES:

YNHH Notes & Numbers submitted by the Director of Parking & Transportation Rodney Slaughter CAPP, CPP 10/2021

- YNHH (1) Sherman Tyler Lot anticipated to close in TBD loss of 472 spaces
- YNHH (2) Closing of the McGivney Parking lot due to the new project at SRC, 62 spaces
- YNHH (3) Coliseum lot to be developed time frame TBD loss of 600 YNHH daytime permits
- YNHH (4) Additional parking spaces in excess of PDD requirements to offset loss of projected lot closures

YSM numbers and notes submitted by Yale U. Director of Parking George Longyear 11/2021

- YSM An additional 2000 spaces are available at Quigley Field and West Campus park and ride (Yale U.)
- YSM* Over permitting lots can occur due to the status of faculty (e.g., emeritus, lecturer) and their class meeting schedules, and the status of staff (e.g., casual, part-time) and their work schedules, which results in higher parking space turnover. Given Yale's significant benefit program, employees may be out for personal days, vacation, sick days, or working from home.
- YSM** Lot #99 anticipated to close, time frame TBD, loss of 78 spaces.

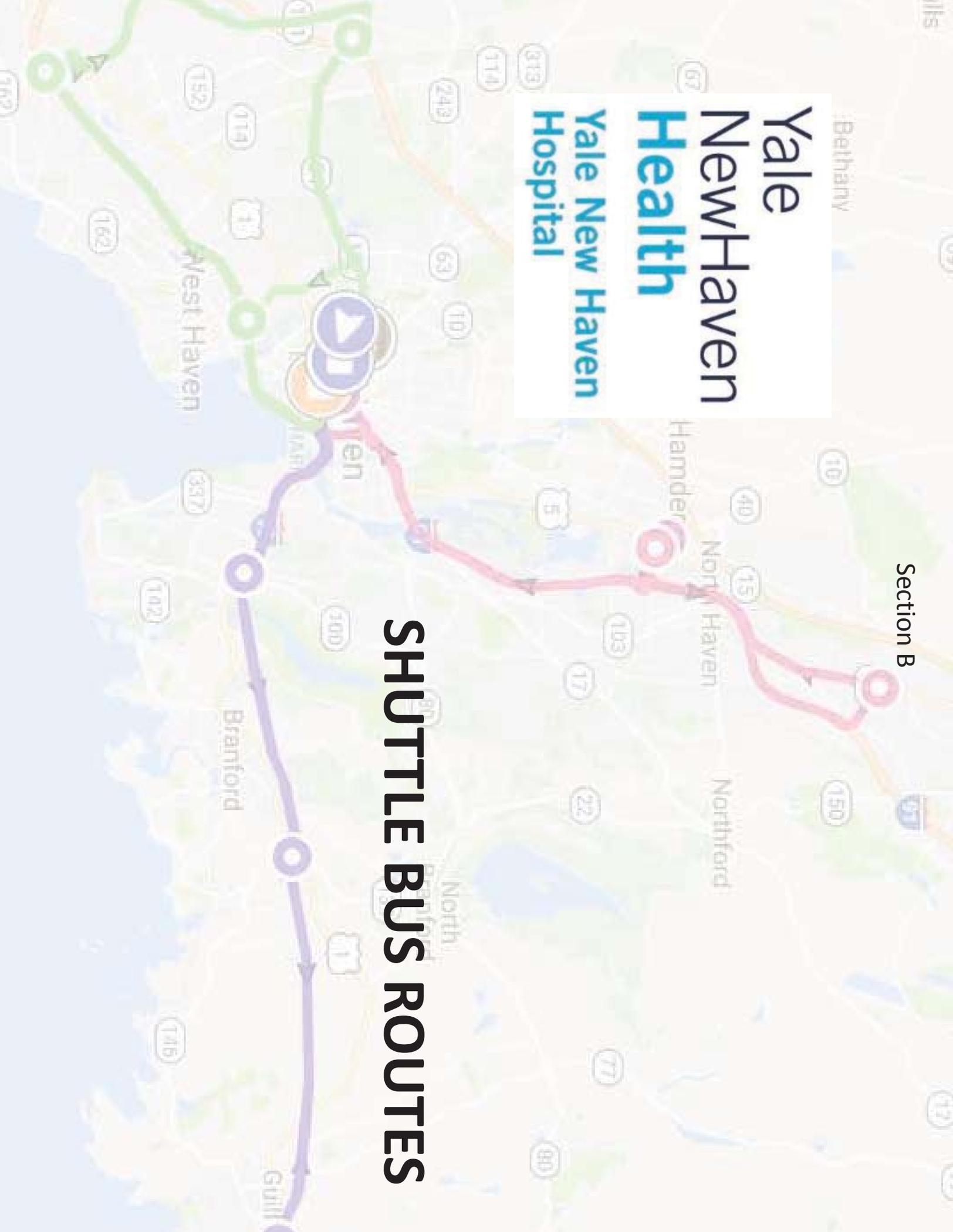
CMHC numbers & notes submitted by Sara Robert Cole 10/2021

- CMHC CMHC surplus total does not include the locations with oversell (oversell = to a negative surplus)

**Yale
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Health
Yale New Haven
Hospital**

Section B

SHUTTLE BUS ROUTES



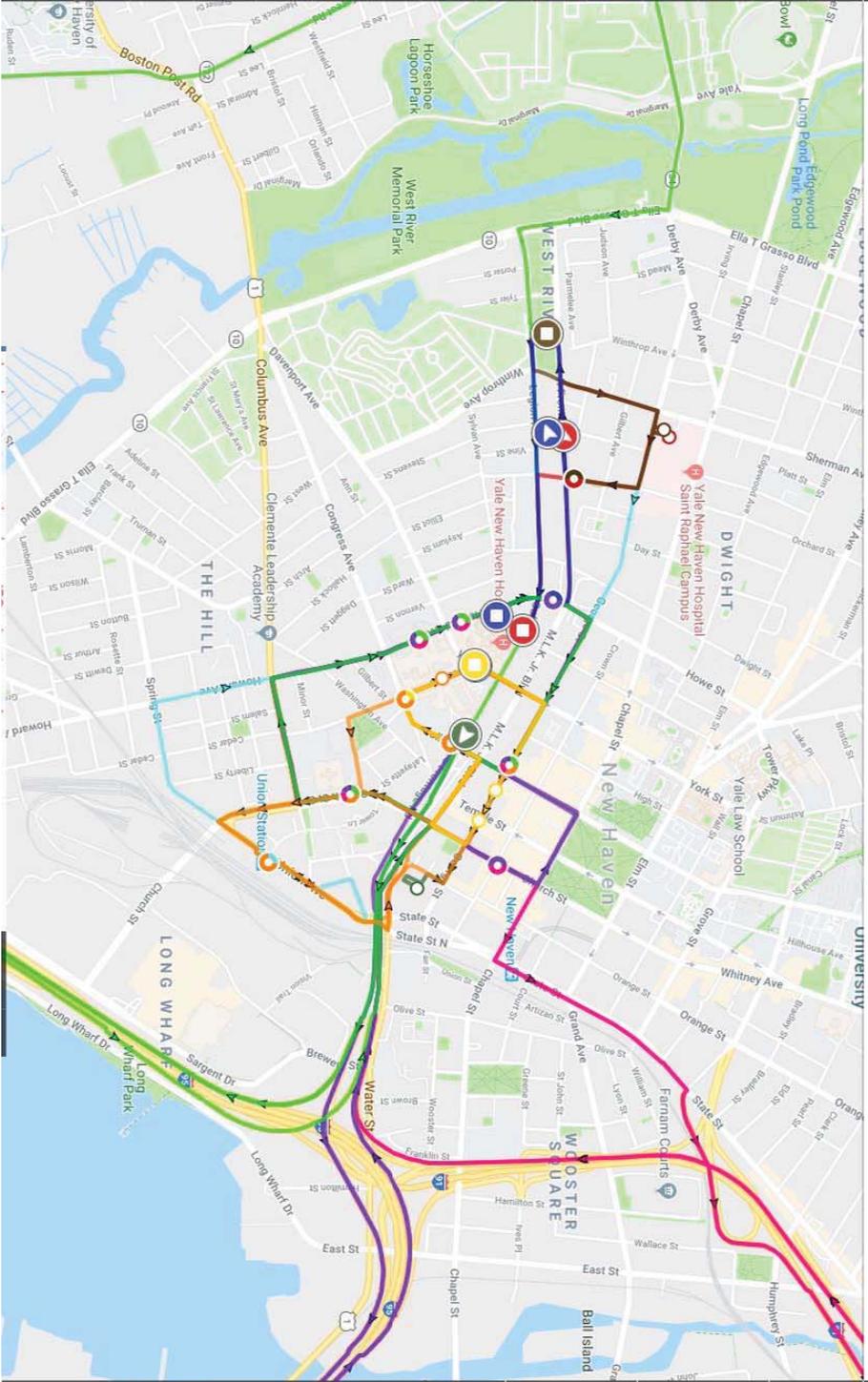
Yale New Haven Hospital Bus System

Since the start of the pandemic, YNHH has placed certain protocols in place to help protect the drivers and passengers on the YNHH buses:

- YNHH has resumed operating all buses at 100% capacity.
- All staff including bus drivers have been vaccinated
- All drivers are required to wear masks and have been instructed on the proper wearing of the facemask.
- All passengers before being allowed on the bus must wear a proper fitting facemask.
- Hand sanitizer is provided for both the driver and passengers of the buses.
- All buses during an 8 hour shift have the touchpoints repeatedly sanitized by the driver and logged to conform to YNHH protocols.
- After each 8 hour shift every bus is taken out of service and sanitized (deep cleaned) touchpoints, seats, windows, and floors. The deep cleaning is also logged to ensure adherence to the YNHH safety protocols established.
- Signage is posted on every bus detailing correct protocols for riding the bus.

ROUTES **ACTIVE** ALL

- YNHH Union Station-AM DETAILS
- YNHH Union Station-Mid... DETAILS
- YNHH Union Station-PM DETAILS
- SR-Union Station DETAILS
- Wallingford A.M. DETAILS
- Wallingford P.M. DETAILS
- Guilford Commuter A.M. DETAILS
- Guilford Commuter P.M. DETAILS
- Milford Commuter Lot A... DETAILS
- Milford Commuter Lot P... DETAILS
- Intercampus DETAILS
- SRC Sherman Tyler DETAILS
Must show ID to Board the Shu...
- YSC Sherman Lots DETAILS
Must show ID to Board the Shu...
- TSG AM/PM DETAILS
- Coliseum Route DETAILS



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Guilford Commuter Route

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ROUTES ACTIVE ALL

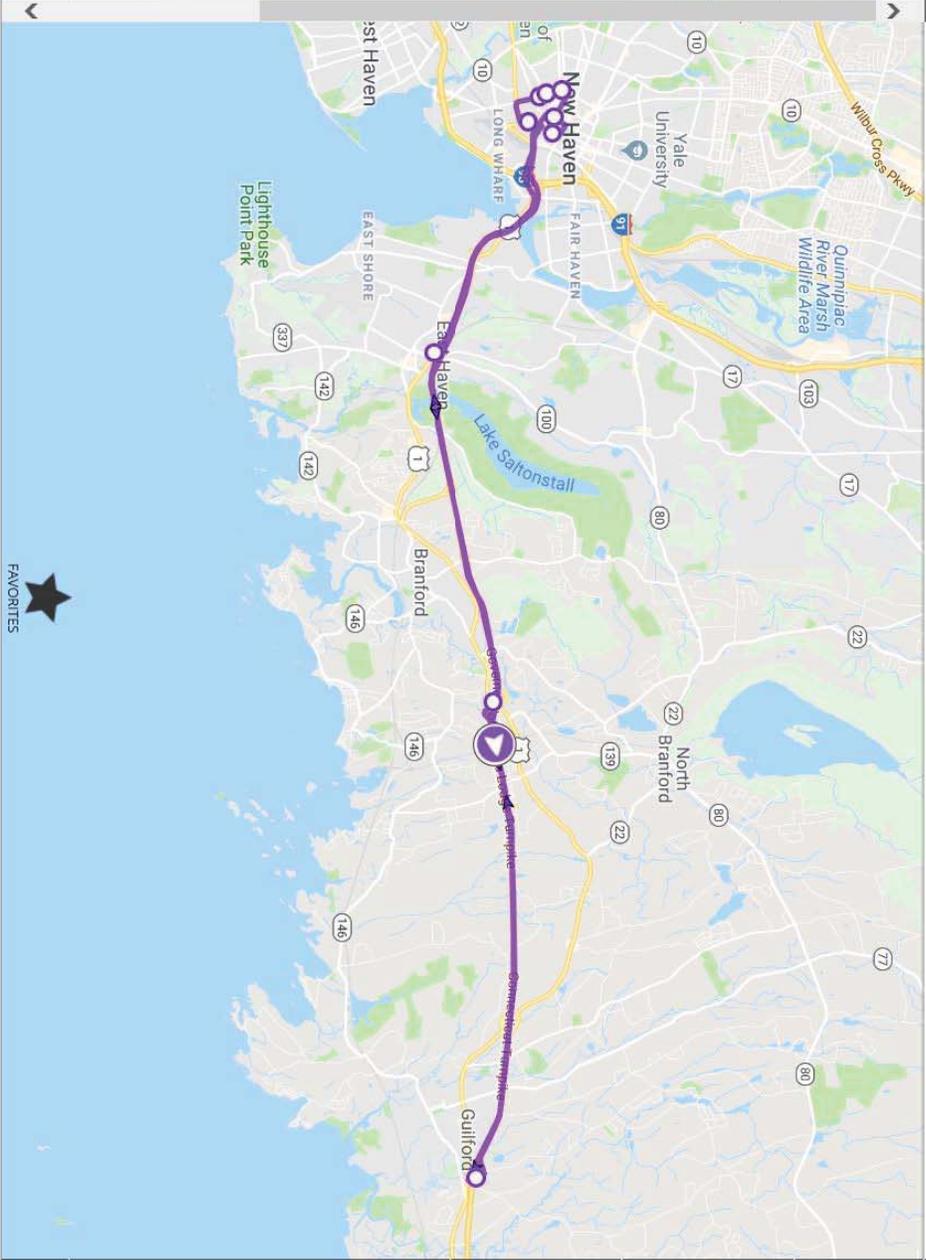
- YNHH Union Station-PM** DETAILS
- SR-Union Station** DETAILS
- Wallingford P.M.** DETAILS
- Guilford Commuter P.M.** DETAILS

ARRIVAL:

100 Church St So	3:33 PM	4:33 PM
789 Howard Ave	3:35 PM	4:35 PM
Children's Hospital	3:36 PM	4:36 PM
2 Howe	3:37 PM	4:37 PM
300 George	3:40 PM	4:40 PM
One Church Street	3:41 PM	4:41 PM
East Haven	3:50 PM	4:55 PM
Branford	3:52 PM	4:00 PM
Guilford	3:10 PM	4:15 PM

[MORE ROUTE INFO >](#)

- Milford Commuter Lot P....** DETAILS
- Intercampus** DETAILS



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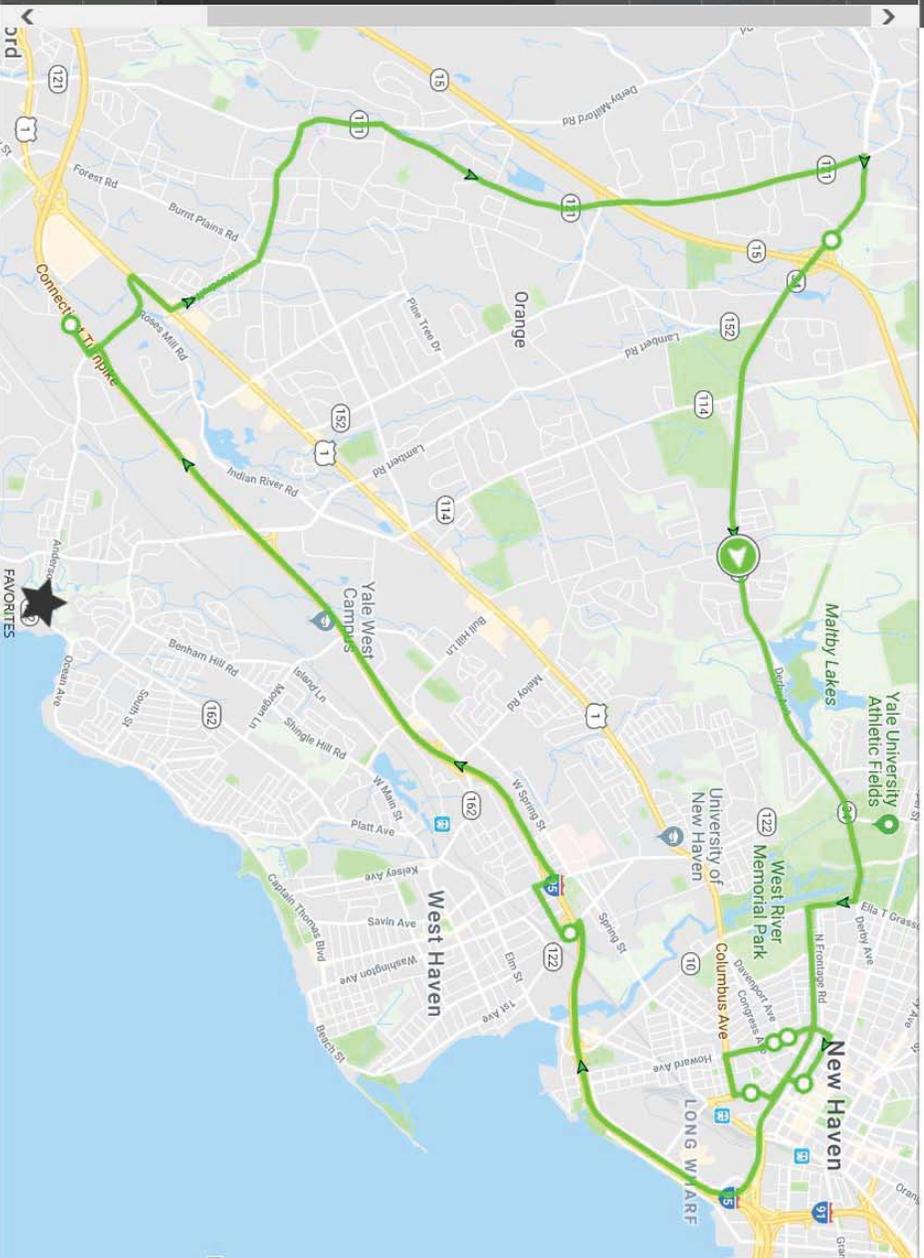
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Milford Commuter Route

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ROUTE	ACTIVE	ALL	DETAILS
YNHH Union Station-PM			DETAILS
SR-Union Station			DETAILS
Wallingford P.M.			DETAILS
Guilford Commuter P.M.			DETAILS
Milford Commuter Lot P....	ACTIVE		DETAILS

ARRIVAL:	DEPARTURE:
100 Church St So	3:35 PM 4:35 PM
789 Howard Ave	3:40 PM 4:45 PM
Children's Hospital	3:42 PM 4:47 PM
300 George	3:50 PM 4:50 PM
West Haven	4:05 PM 5:05 PM
Milford	3:43 PM 4:15 PM
Orange	3:58 PM 4:30 PM

MORE ROUTE INFO >

SRC Sherman Tyler
Must show ID to Board the Shu...
DETAILS

Intercampus
DETAILS

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Wallingford Commuter Route

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ROUTES ACTIVE ALL

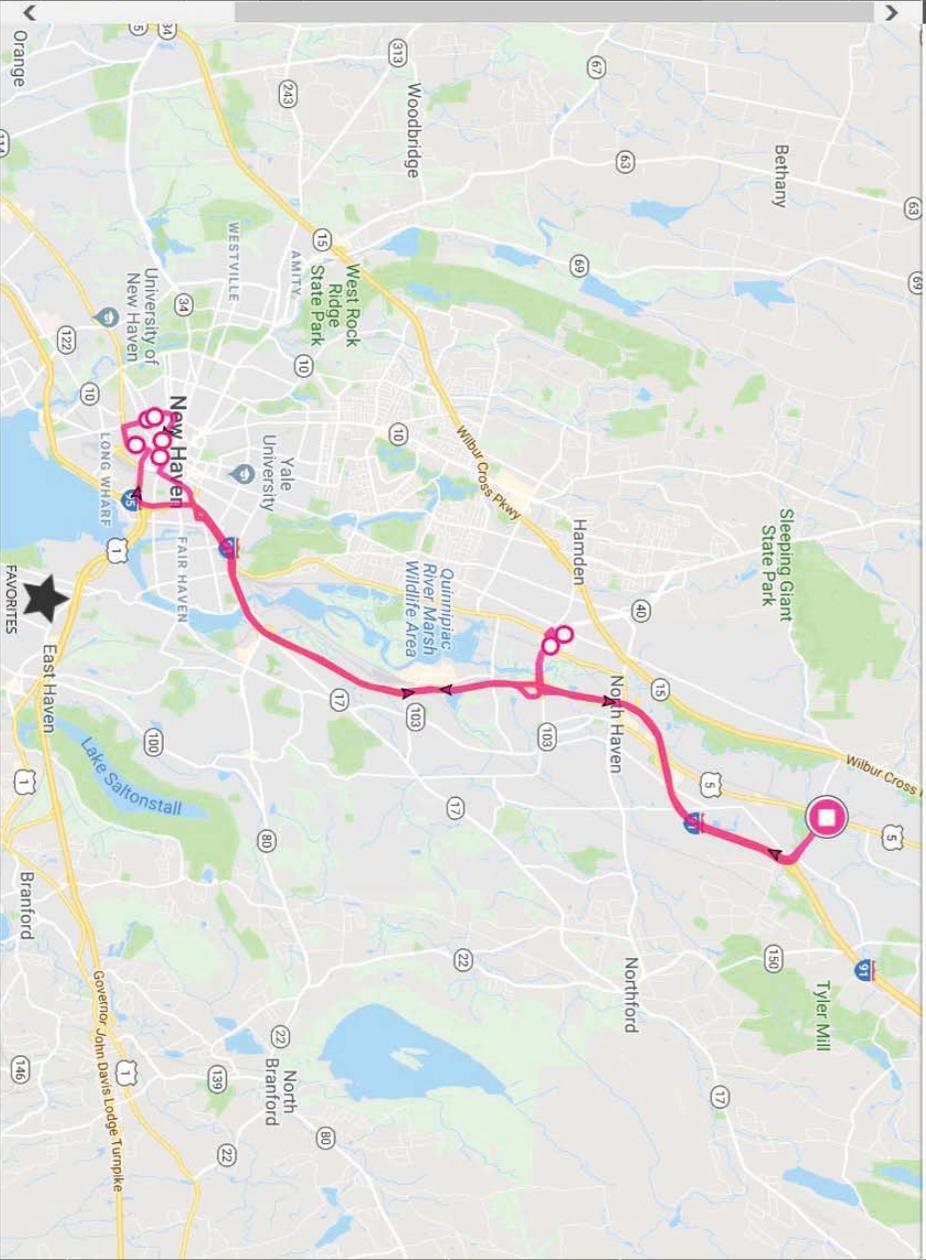
	YHH Union Station-PM	DETAILS
	SR-Union Station	DETAILS
	Wallingford P.M.	DETAILS

ARRIVAL:

100 Church St. 50	3:35 PM	4:35 PM
789 Howard Ave	3:37 PM	4:37 PM
Children's Hospital	3:38 PM	4:38 PM
300 George	3:41 PM	4:41 PM
One Church St	3:44 PM	4:43 PM
North Haven East	3:53 PM	4:53 PM
North Haven West	3:55 PM	4:55 PM
Wallingford	Arriving	4:05 PM

MORE ROUTE INFO >

	Guilford Commuter P.M.	DETAILS
	Milford Commuter Lot P....	DETAILS
	Intercampus	DETAILS
	SRC Sherman Tyler	DETAILS



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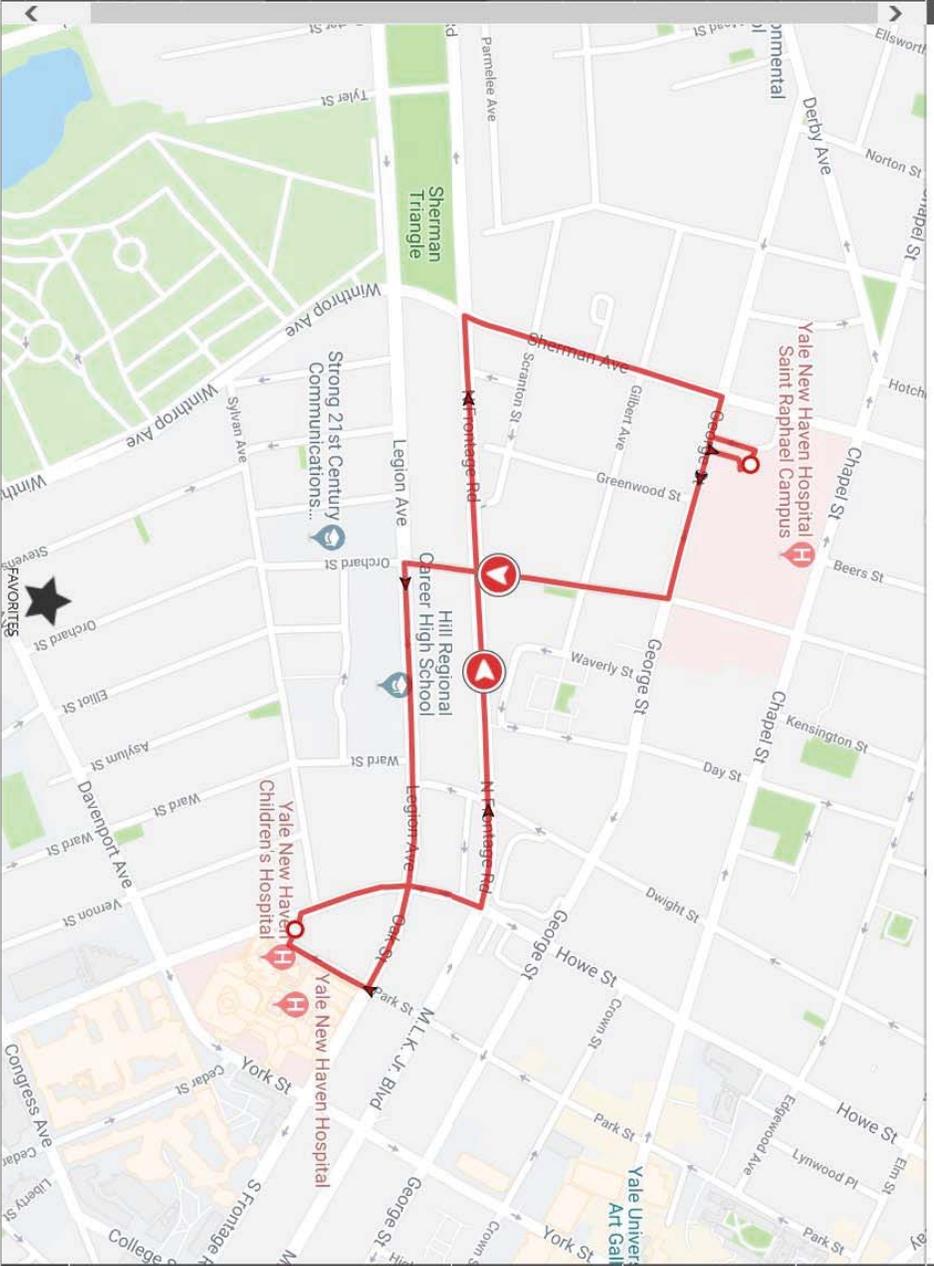
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Intercampus Route

BUS TRACKER



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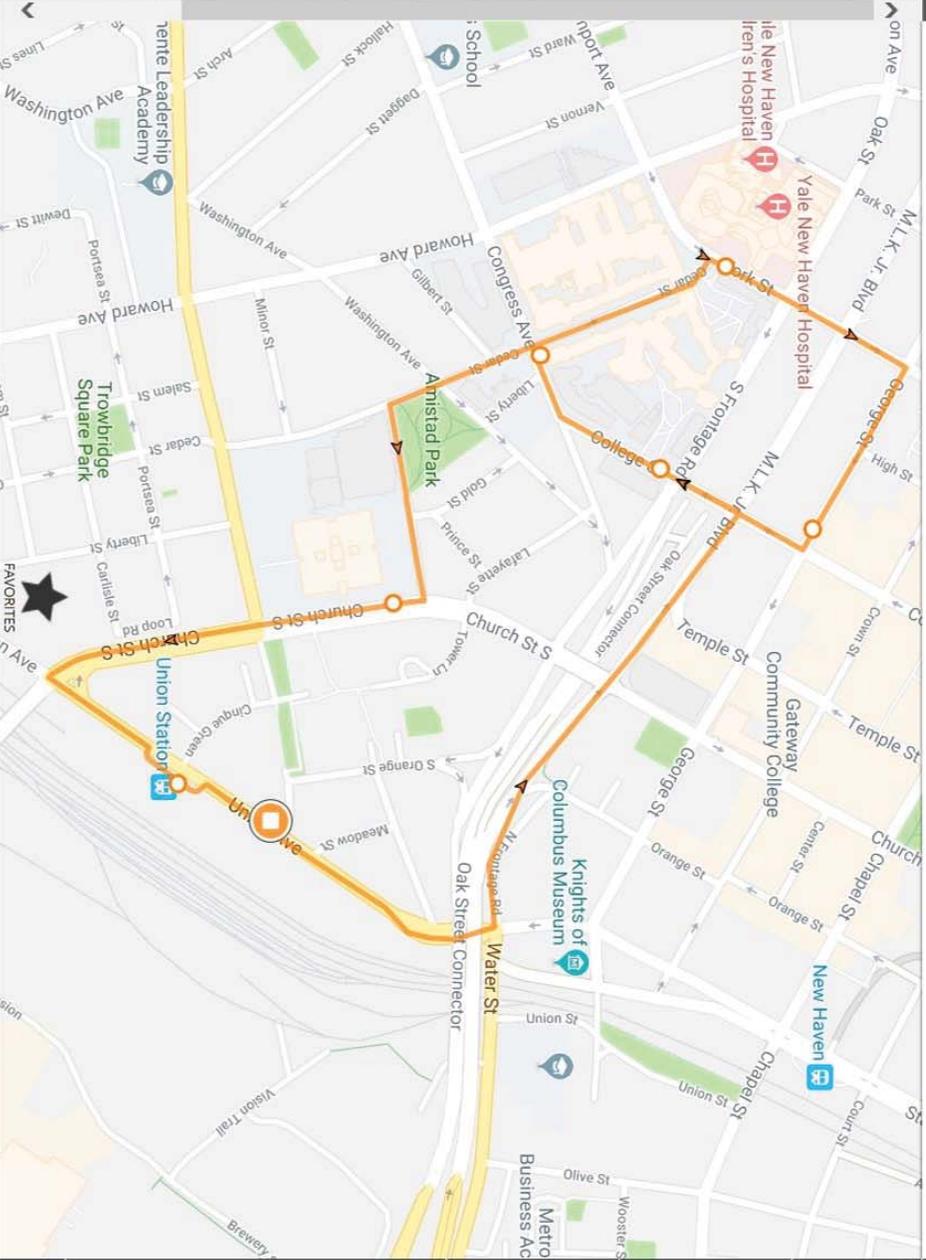
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- ROUTES ACTIVE ALL
- YNHH Union Station-PM
- SR-Union Station
- Wallingford P.M.
- Guilford Commuter P.M.
- Milford Commuter Lot P....
- Intercampus
- ARRIVAL:
- Saint Raphael
- Scranton Building
- YNHH
- MORE ROUTE INFO
- SRC Sherman Tyler
- Must show ID to Board the Shu...
- YSC Sherman Lots
- Must show ID to Board the Shu...
- TSG AM/PM

YSC Union Station Route

BUS TRACKER



ARRIVAL:	YNNH Union Station-PM	DETAILS
York and Cedar	3:01 PM	3:16 PM
300 George	3:04 PM	3:20 PM
60 College	3:09 PM	3:23 PM
Cedar and Congress	3:11 PM	3:25 PM
100 Church St. So	3:13 PM	3:29 PM
Union Station	Arriving	3:31 PM

[MORE ROUTE INFO >](#)

- [SR-Union Station](#) (DETAILS)
- [Wallingford P.M.](#) (DETAILS)
- [Guilford Commuter P.M.](#) (DETAILS)
- [Milford Commuter Lot P...](#) (DETAILS)
- [Intercampus](#) (DETAILS)
- [SRC Sherman Tyler](#) (DETAILS)
- [Must show ID to Board the Shu...](#) (DETAILS)
- [YSC Sherman Lots](#) (DETAILS)

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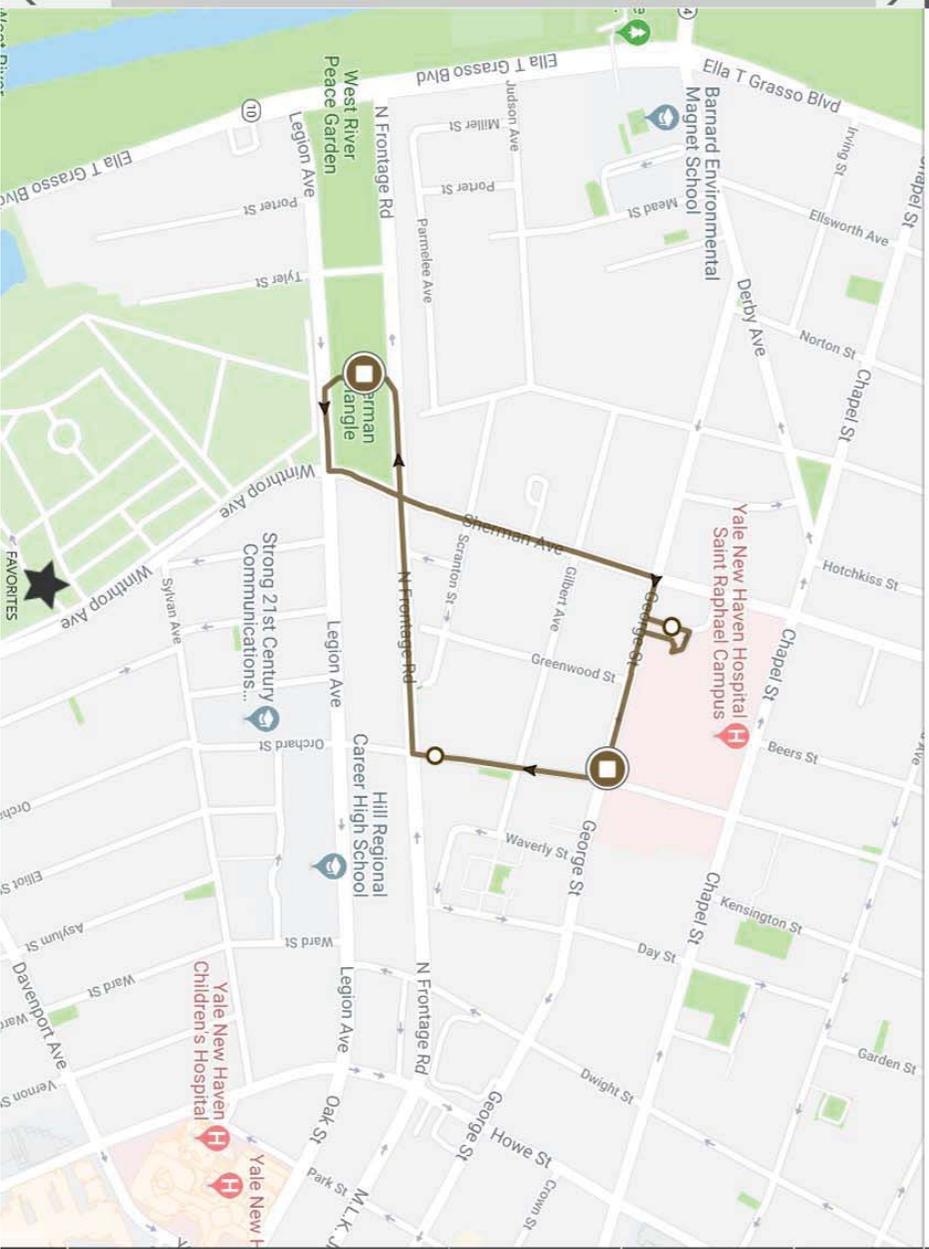
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SRC Sherman Tyler Route

BUS TRACKER

- ROUTES** ACTIVE ALL
- YNHH Union Station-AM DETAILS
- SR-Union Station DETAILS
- Wallingford A.M. DETAILS
- Guilford Commuter A.M. DETAILS
- Milford Commuter Lot A... DETAILS
- Intercampus DETAILS
- SRC Sherman Tyler** DETAILS
Must show ID to Board the Shu...
- BUS: 06 08
- Sherman Tyler **Arriving 7:08 A**
- McGivney Cancer Center 7:06 AM 7:12 A
- Scranton Building 7:10 AM 7:04 A
- MORE ROUTE INFO**
- YSC Sherman Lots DETAILS
Must show ID to Board the Shu...
- TSG AM/PM DETAILS



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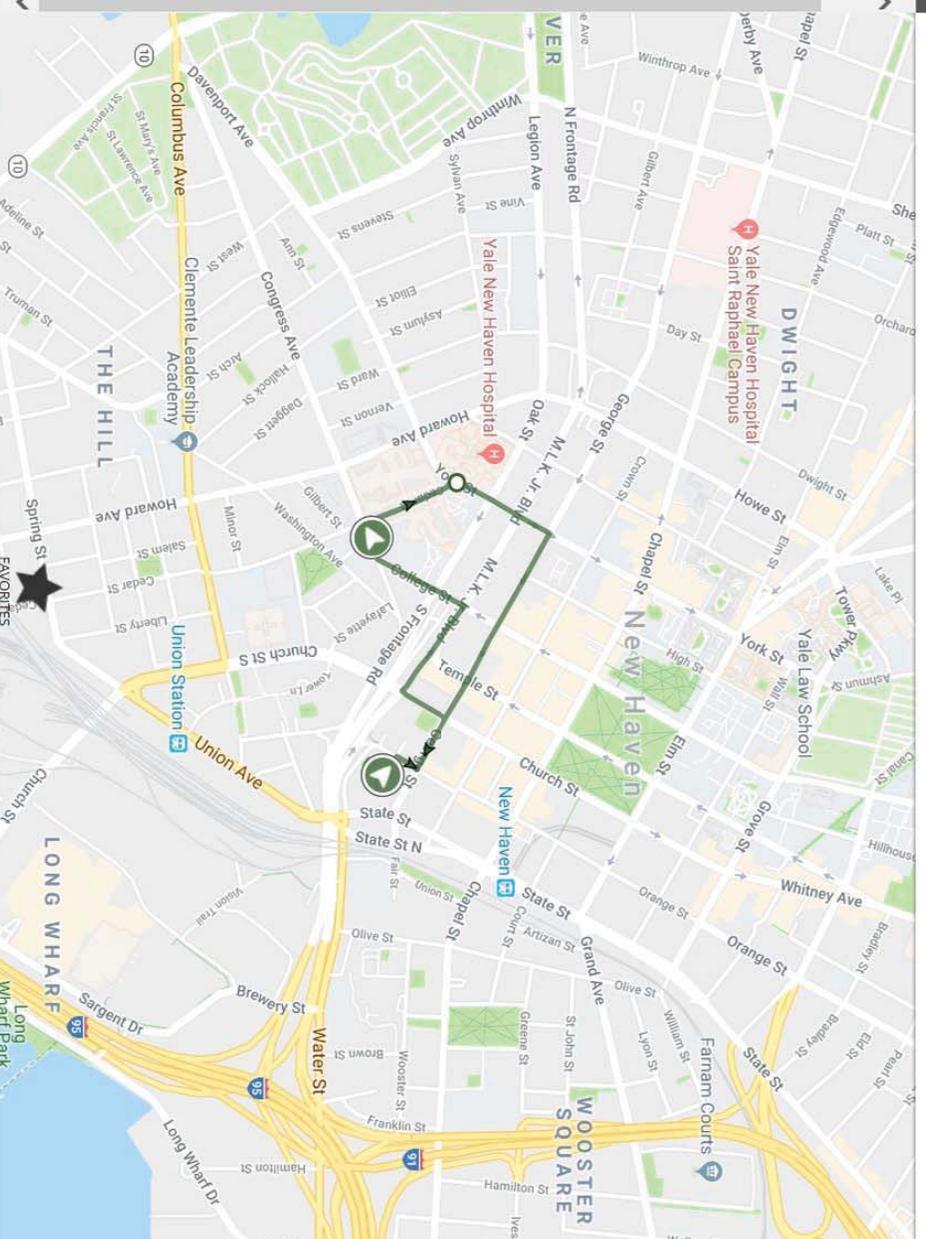
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Coliseum Lot Route

BUS TRACKER

- SR-Union Station** [DETAILS](#)
 - Wallingford P.M.** [DETAILS](#)
 - Guilford Commuter P.M.** [DETAILS](#)
 - Milford Commuter Lot P....** [DETAILS](#)
 - Intercampus** [DETAILS](#)
 - SRC Sherman Tyler**
Must show ID to Board the Shu... [DETAILS](#)
 - YSC Sherman Lots**
Must show ID to Board the Shu... [DETAILS](#)
 - TSG AM/PM** [DETAILS](#)
 - Coliseum Route** [DETAILS](#)
- BUS: COL COL COL
BUS08 BUS11 BUS01
- Coliseum Lot 3:07 PM 3:07 PM 3:14 PM
20 York St 3:13 PM 3:13 PM 3:08 PM
- [MORE ROUTE INFO](#)



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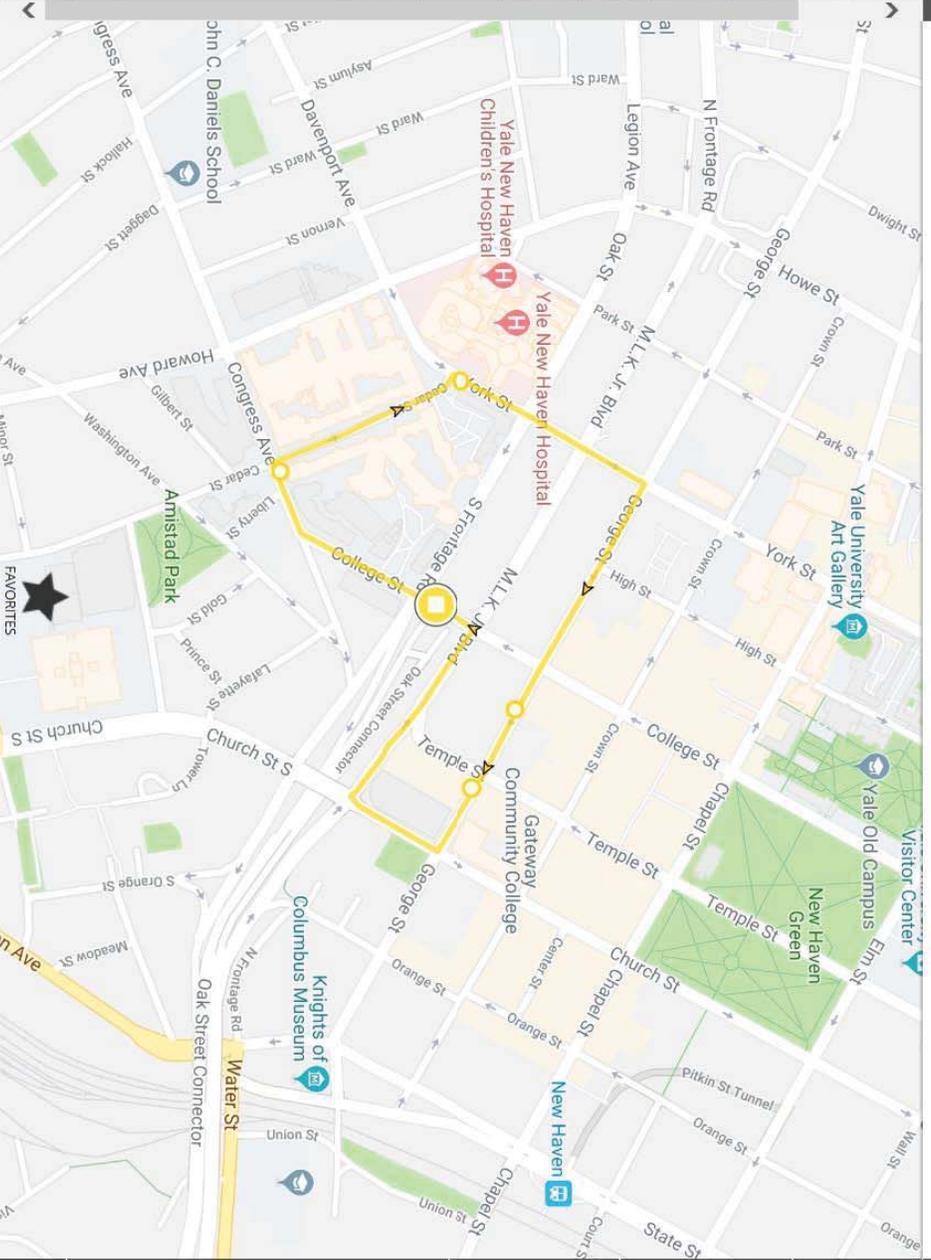
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Temple Street Routs

BUS TRACKER

ROUTE	ACTIVE	ALL	DETAILS
SR-Union Station			DETAILS
Wallingford P.M.			DETAILS
Guilford Commuter P.M.			DETAILS
Milford Commuter Lot P...			DETAILS
Intercampus			DETAILS
SRC Sherman Tyler Must show ID to Board the Shu...			DETAILS
YSC Sherman Lots Must show ID to Board the Shu...			DETAILS
TSG AM/PM			DETAILS
ARRIVAL:			
Temple Medical	3:17 PM	3:30 PM	
Temple St Garage	3:18 PM	3:16 PM	
Ceder and Congress	3:08 PM	3:21 PM	
20 York St	3:12 PM	3:25 PM	
MORE ROUTE INFO >			
Coliseum Route			DETAILS



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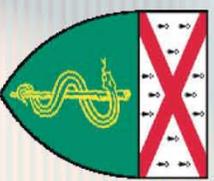


Metropolitan
Business Authority



YALE UNIVERSITY

SHUTTLE ROUTES



Yale University
School of Medicine



Yale Shuttle

Yale University Shuttle System

COVID-19 Protocols

Yale Shuttles are currently operating limited routes with 100% capacity.

All vehicles have been outfitted with driver enclosures, and masking requirements are still in place

Standees are allowed on shuttle buses.

Drivers and passengers must wear properly fitted face masks at all times.

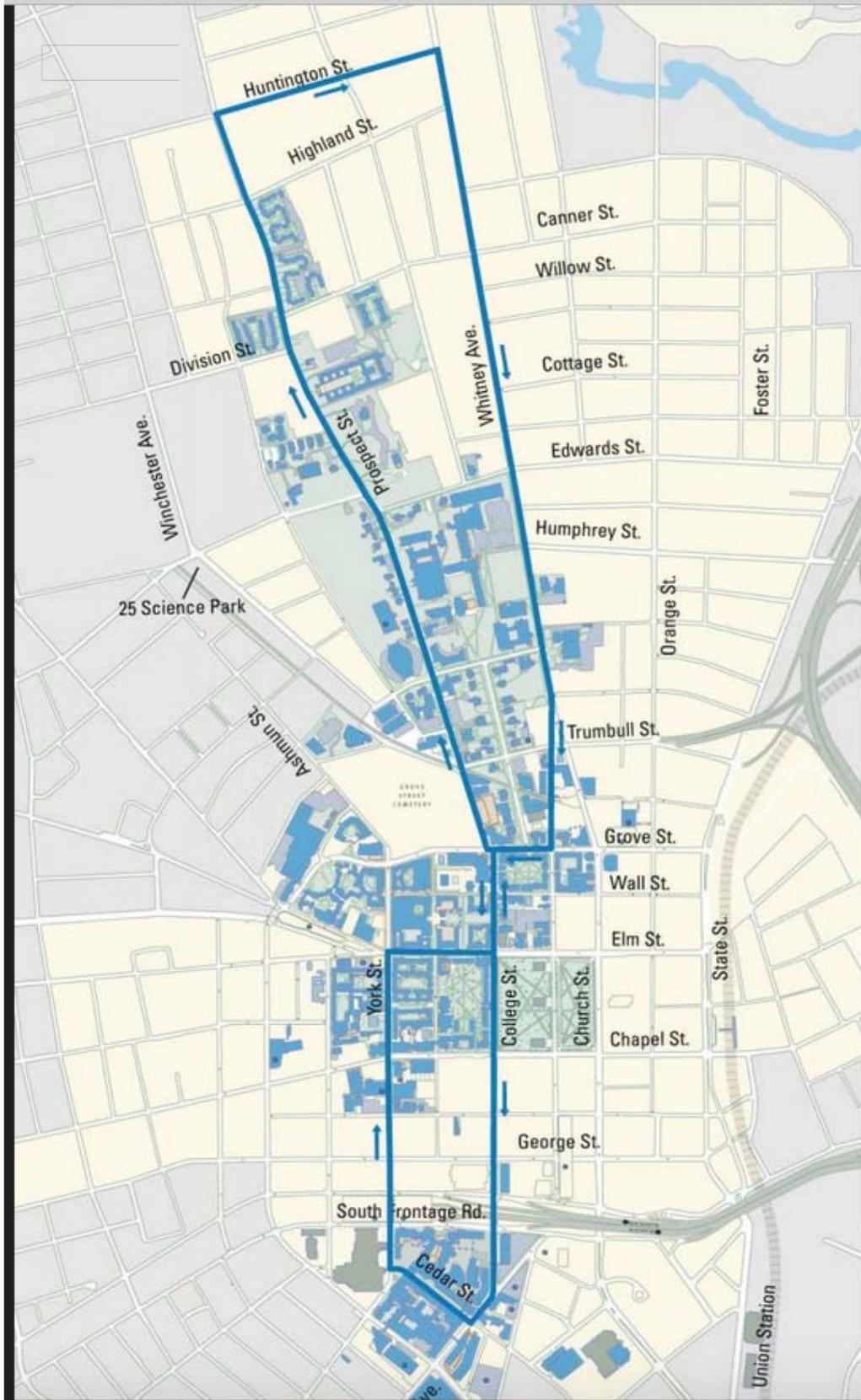
On full size buses, the front door is used for entry and the rear door for exiting.

Signs alerting passengers to protocols are on all vehicles

High touch areas are sanitized at the end of each loop.

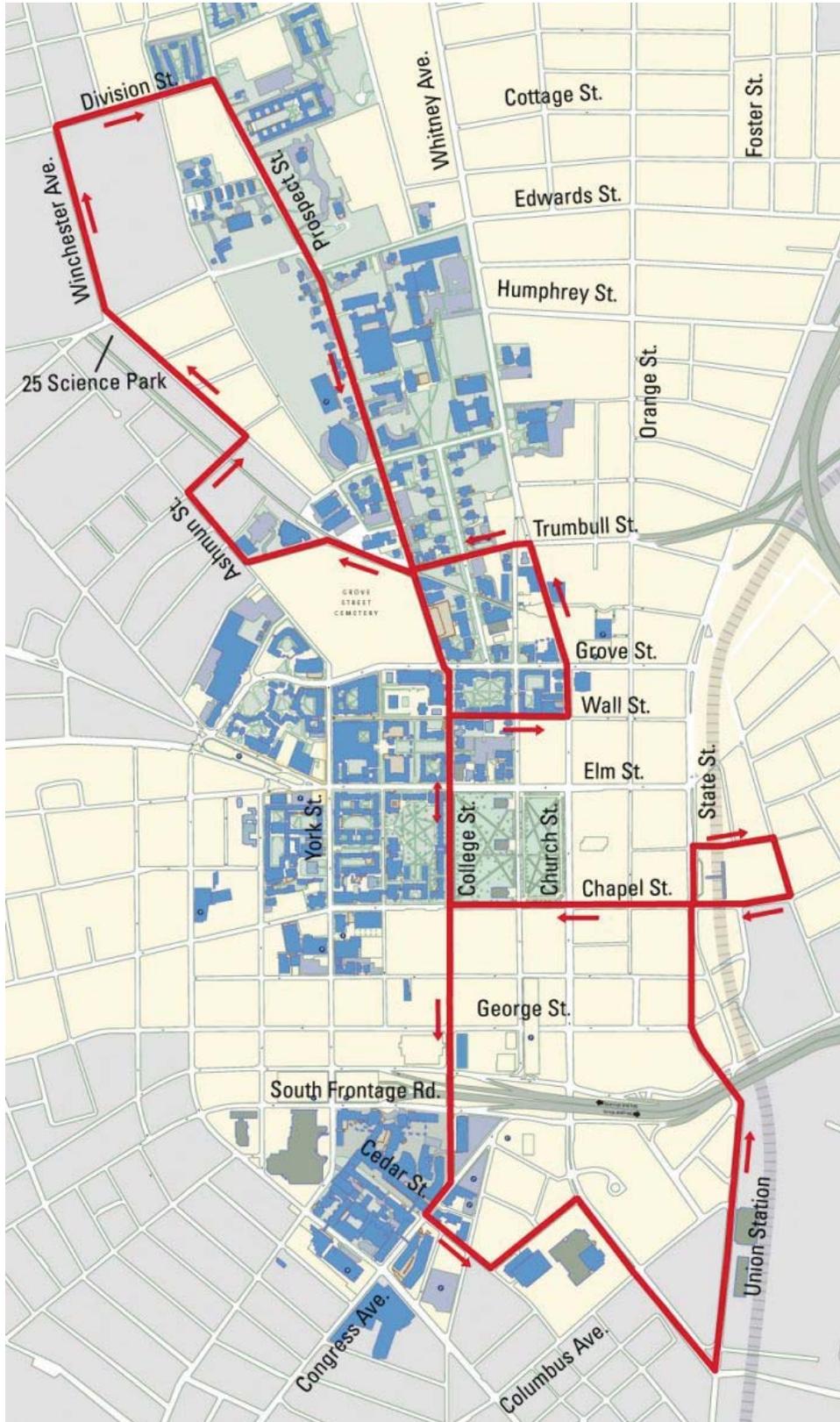
Post shift, vehicles receive a deep cleaning and are disinfected with an aerosol treatment.

Yale Shuttle Routes – 2021



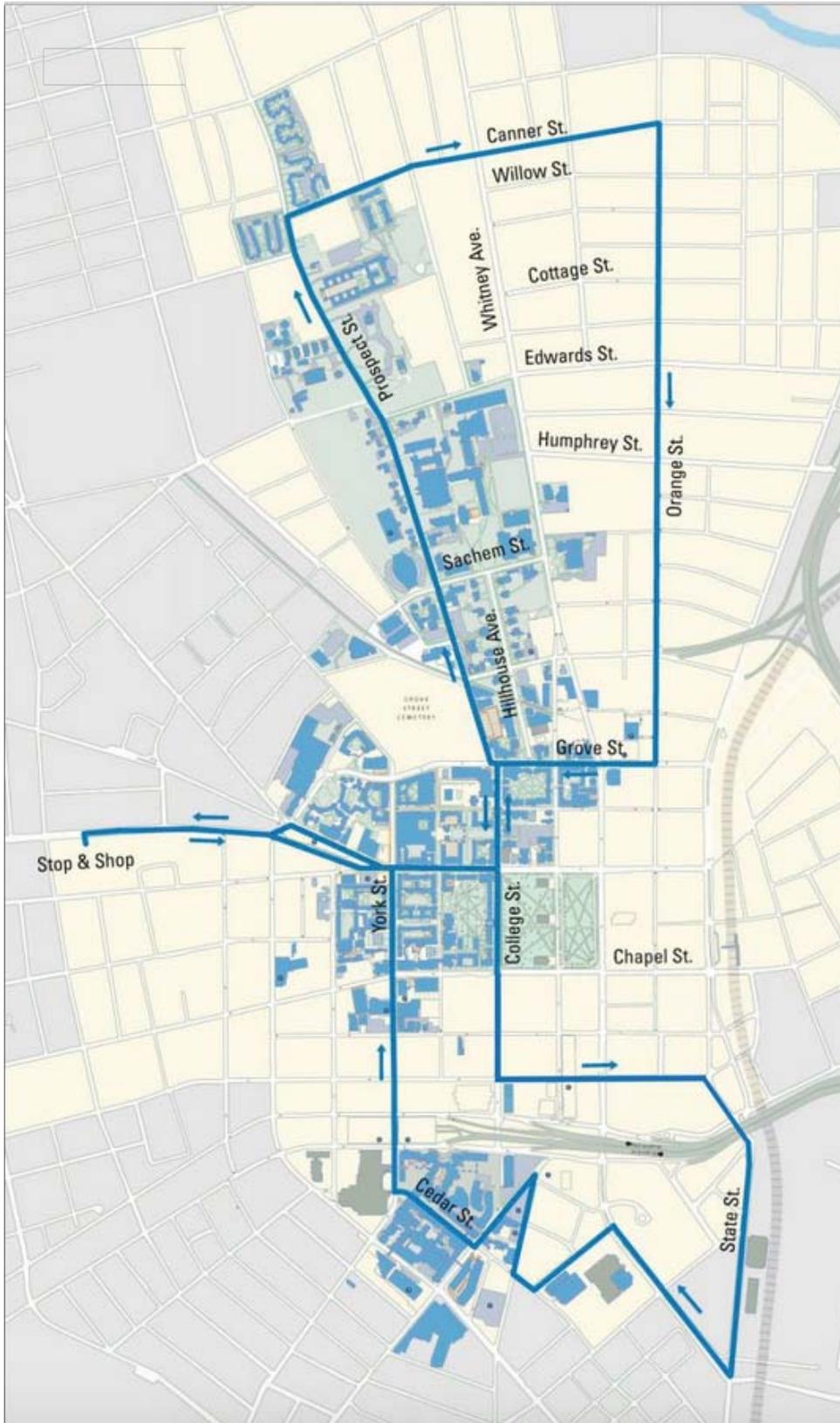
BLUE - DAY

Yale Shuttle Routes – 2021



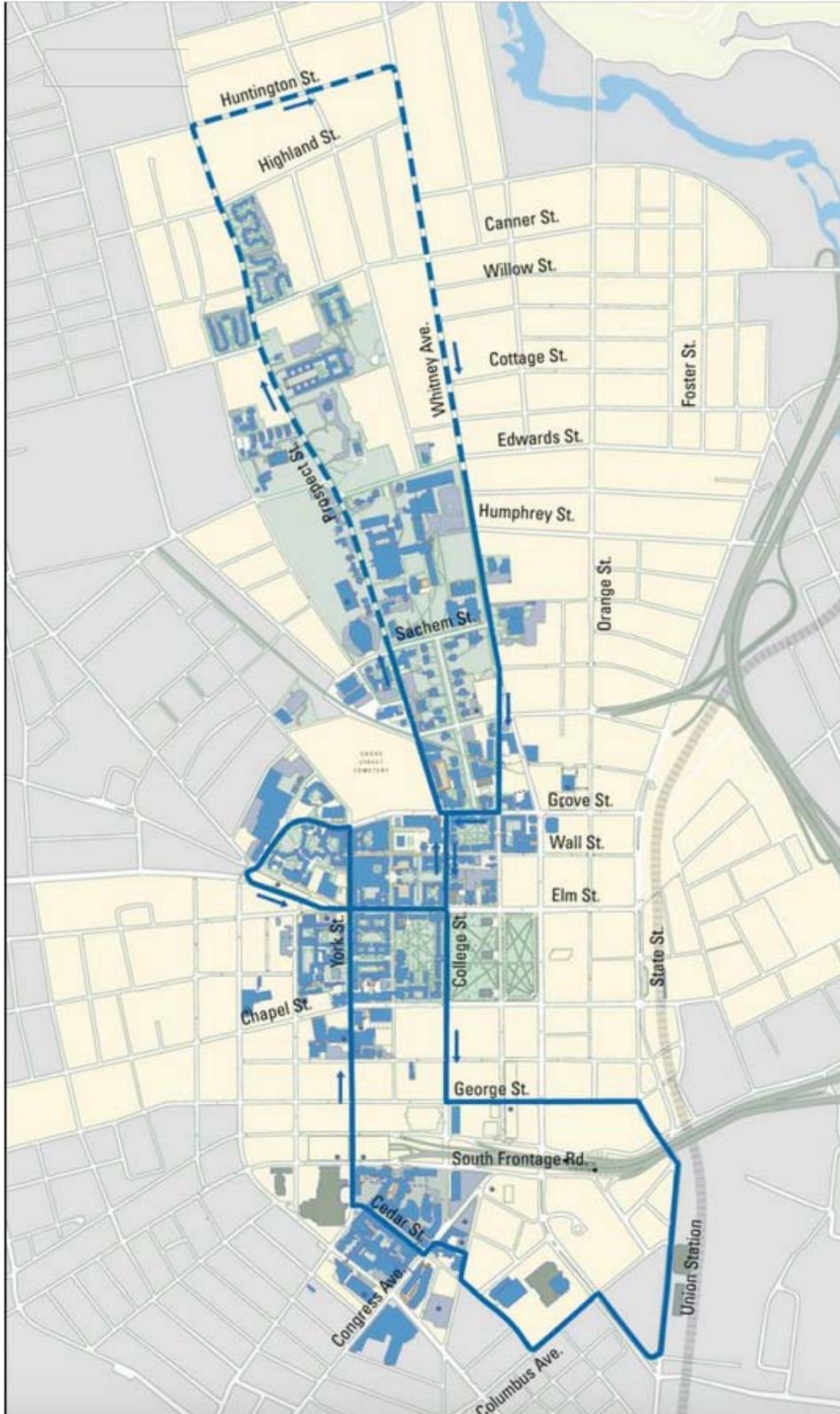
DAY - RED

Yale Shuttle Routes – 2021



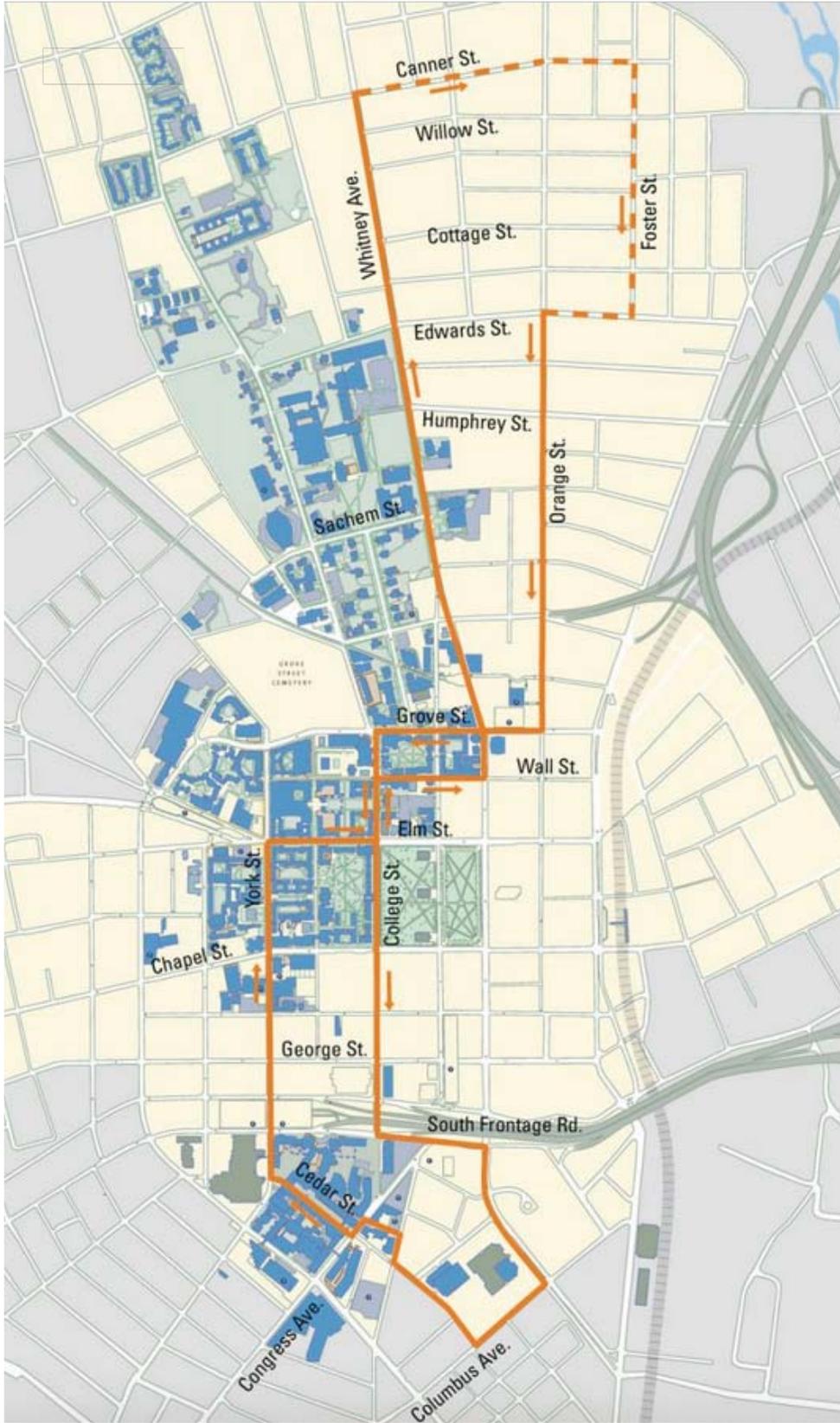
NIGHT - BLUE

Yale Shuttle Routes – 2021



WEEKEND - BLUE

Yale Shuttle Routes – 2021



NIGHTS - ORANGE

Yale Shuttle Routes – 2021

Additional Routes:

Green and Purple support West Campus (no map available)

Weekend Grocery Line (no map available)

Section C
Demand by Shift 2021

CATEGORIES	YNHH	YSM	CMHC	TOTALS
Employees Day-Shift Permits	5,905	3648	393	9946
YSM Staff Day-Shift Leasing from YNHH	136	0	0	136
YNHH Staff Day-Shift Leasing from YSM	0	521	0	521
Employees Evenings-Shift Permits	2712	0	20	2732
Employees Night-Shift Permits	1709	0	20	1729

NOTES:

YNHH Numbers based on total permits issued in the YNHH system Submitted by Rodney Slaughter, CAPP, CPP 10/2021

YSM numbers submitted by Yale University's Parking and Transit Department, 11/2021

CMHC Numbers & notes submitted 10/2021

Section D

2021 Transportation Demand Management Summary

Yale New Haven Hospital is committed to finding alternative transportation options to all Staff as well as patients and visitors.

Since 2011 YNHH has developed and continues to improve what is recognized as a national award winning program that has received the gold medal award “Best Workplaces for Commuters” by the National Center for Transit Research for each of the last nine years. This achievement is extremely difficult in a healthcare setting where staff are working twenty four hours per day, seven days per week.

New or Improved Programs for 2021

* Provide free of charge monthly CT Transit bus passes to all employees to elect to use the bus service to work.

* "Share a Parking Space Program", group with other staff members to agree to share a parking space instead of a single space for each individual

YNHH continues to find new programs and solutions to reduce the use of single occupancy vehicles. Along with the attached brochure YNHH continues efforts throughout the year to educate staff on transportation alternatives through information kiosks, partnerships with CT *rides*, and GoNewHavenGO, as well as presenting TDM information to all new staff at every New Hire Orientation.

YNHH has been so successful with their Transportation Demand Management program that YNHH was named “Best of the Best”.



Yale
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All YNHH TDM participants who chose alternative transportation methods receive the following benefits;

- 24 free parks per year at a YNHH parking facility to use at their discretion (automatically applied to their Photo ID)
- Guaranteed ride home
- Discounted access to ZipCar
- Participation in the NuRide rewards program
- Retain parking seniority within the system

Other advantages to alternate commuting

- Save Gas & Money
- Reduce mileage & expense on your vehicle
- No sitting in stressful rush hour traffic
- Avoid road closures or construction delays

Motorcycle Parking:

Designated Parking located at Several locations

Contact Information:

YSC Parking Office
Phone (203) 688-2623

YSCparkingoffice@ynhh.org

SRC Parking Office
Phone (203) 789-5958

SRCParkingoffice@ynhh.org

YNHH Bus Information
Phone (203) 688-RIDE (7433)
Available 24/7

Bus Route Information or live Tracking:
www.ynhhbus.org

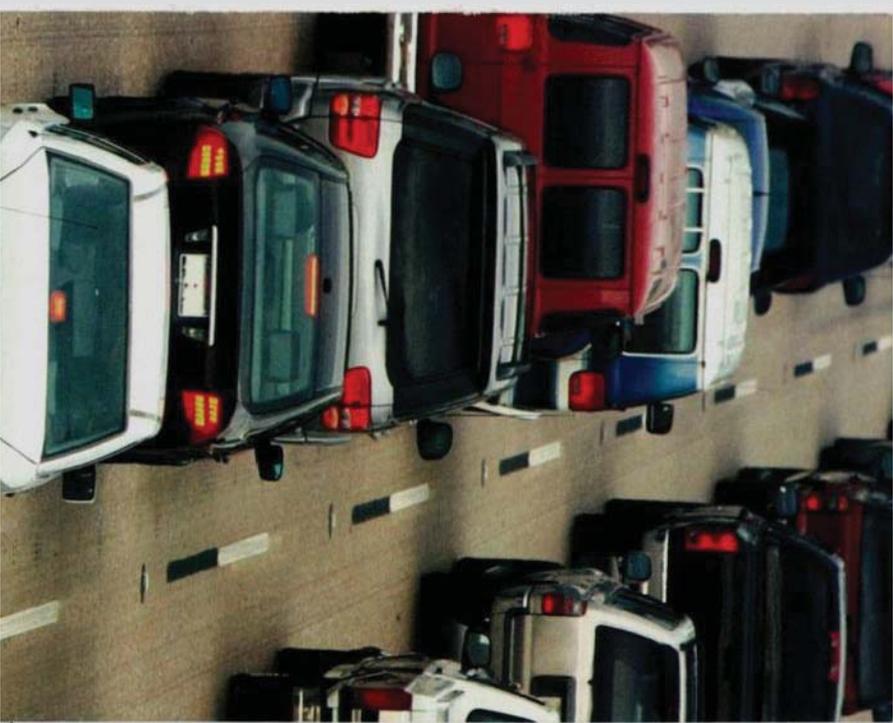
Download Ridesystems App for your smart phone.



Follow traffic and YNHH bus route information on Twitter
[@ynhshuttle](https://twitter.com/ynhshuttle)



Transportation Demand Management Program



YaleNewHavenHealth
Yale New Haven Hospital

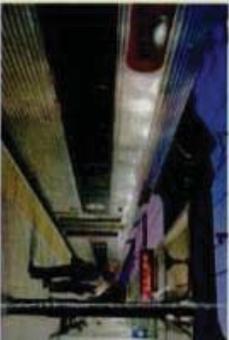


Train Service:

Shore Line East, Metro-North, Hartford \ New Haven Line, and Amtrak.

- YNHH Bus transportation to and from the train station to both YSC & SRC, with bus stops throughout the Medical area.

YNHH pays up to \$100 per month towards the purchase of this transportation option



Bus Service:

CTTransit Bus Service

- YNHH employees receive **FREE** Monthly CT Bus Passes. *There is no cost to the employee for this service.*



Carpooling:

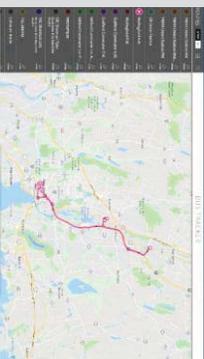
Available at many locations

- Designated reserved parking space
- No cost for parking 3+ people

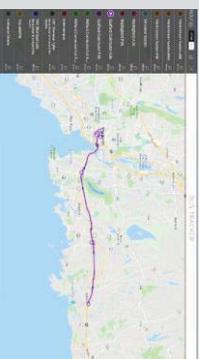
Park & Ride Commuter Lots:

Three Routes Available - **FREE TO STAFF**

- Wallingford Route
 - Wallingford
 - North Haven East
 - North Haven Wes
 - Multiple stops around YNHH



- Guilford Route
 - Guilford
 - Branford
 - East Haven
 - Multiple stops around YNHH



- Milford Route
 - Milford
 - Orange
 - West Haven
 - Multiple stops around YNHH



Bike \ Walk to Work:

Available at all facilities

- Secure and covered bicycle storage is provided.
- Showers and changing rooms provided.



Telework:

Work from home many departments are offering this option to staff, all benefits of the TDM program apply to telework employees as well.

**Detailed YNHH bus routes
\schedules \times
including live tracking:
www.ynhbus.org**

**Please ask if there are any
programs that could work for
you.**



Yale University Transportation Demand Management Summary November 2021

Yale University is recognized as one of the Best Workplaces for Commuters by the National Center for Transit Research for offering transportation options and benefits to employees to encourage sustainable commuting. The Yale Office of Sustainability works with campus and community partners to decrease the percentage of Yale commuters using single-occupancy vehicles to get to campus, and to recognize the associated environmental and economic impacts.

Last year the Transportation Options website content was migrated onto the Parking and Transportation Options section of the It's Your Yale website. This transition was a collaboration with Yale Internal Communications to streamline the web presence for those searching for information on getting to and around Yale, and to make those resources more accessible for users. The Office of Sustainability continued collaborations this year with Yale Internal Communications to publish updates on train schedules, including information on the *CTrail* Hartford line and the Metro-North New Haven line. Since the website migration in May 2020, there have been over 26,000 pageviews to Parking & Transportation Options and over 21,000 unique pageviews.

Yale University has continued to adjust to many changes this year due to COVID-19. On March 1, 2021, the Senior Vice President for Operations announced that most staff who were currently working remotely should plan to resume working on-campus August 1. In anticipation of this date, the Office of Sustainability collaborated with Yale Internal Communications to issue a commuting options poll to assess people's plans and concerns. Results found that working remotely or with a hybrid schedule was preferred whenever possible.

All students were invited back to campus for the fall semester. Staff and faculty working directly with students returned to campus in August; the remainder of employees working remotely began a phased return to campus on October 4.

Biking

Yale offered bikeshare on campus for twelve years. This began with the departmental Y-Bike program in 2008, then a multi-year partnership with Zagster, followed by a multi-year collaboration with Noa Technologies which ended in August 2020. Yale is actively exploring ways to restart this program in partnership with city and community partners.

Yale has over 2,850 individual bike parking spaces (indoor and outdoor) on campus, and regularly monitors usage and adjusts parking spaces as needed. The University also offers shower facilities for use by students, faculty, and staff.

In 2017, Yale was awarded Gold-level Bicycle Friendly University status, a step up from the Silver-Level awarded in 2014, by the League of American Bicyclists for providing a more bikeable campus for students, staff, and visitors. Yale is the only certified university in the state, and one of only 31 Gold-Level universities in the country.

Public Transportation



Yale offers several benefits to employees who commute to work via public bus or train. Employees can purchase transit passes online and have them mailed directly to their home, with pre-tax savings applied to a monthly cost of up to \$270. In addition, employees receive up to three free parking stays per month to use on days when a car is necessary, and a guaranteed ride home for emergencies. Employees who take transit to work take advantage of the free parking stays for when they need to drive to work.

The university has also partnered with Yale-New Haven Hospital (YNHH) to provide a park-and-ride option for Yale employees who utilize transit. Employees can use YNHH's commuter lots north of campus and take a shuttle into New Haven. Yale employees are also permitted to park at Yale's West Campus and take a shuttle to downtown.

Carpooling

Over 1,500 Yale affiliates are registered with Agile Mile (previously *NuRide*), the nation's largest rewards program for commuters who do not use a personal vehicle to get to work. Since the program's inception in 2011, almost 200,000 carpool trips have been registered with *Agile Mile* by the Yale community. The program also allows employees to form carpooling groups based on their start and end locations. Close to 300 employees are enrolled to receive parking benefits (discounted parking rates and up to six free parking stays per month) for carpooling to campus. Carpool numbers are lower this year as many carpools were cancelled due to telecommuting.

Car Sharing

The University has partnered with Zipcar since 2007 to offer its students and employees discounted annual memberships to join the car sharing program. Over the past year while campus was less occupied, Zipcar reduced their fleet size accordingly. Because of current ongoing contract negotiations, we do not have data from 2021 available at this time.

Shuttle and Park & Ride

The Yale Shuttle typically has over 1.8 million rider trips annually, with extensive service throughout the Central/Science Hill campus and between the Central/Science Hill and Medical School campuses. This year, ridership is lower than typical years at 348K. All shuttle service routes returned to being supported, however, the number of shuttles (at peak times, from 7-9 a.m. and 4-6 p.m.) remain constrained by driver shortages. Yale community members are encouraged to consider alternative schedules or [modes of transportation](#), as needed.

This free service for Yale students, faculty, and staff runs year-round except on University holidays. Two shuttle routes connect West Campus with the Central and Medical School campuses, allowing West Campus to serve as a Park & Ride location for Yale commuters. The Veterans Hospital shuttle serves Quigley Field (a satellite parking lot in West Haven), the VA Hospital, Yale New Haven Hospital, and the Yale Medical School campus. This shuttle provides a free service to all users of these facilities.

no later than 11:59 p.m. on September 3, 2021. The extension of the two remaining programs, in-home and center-based care, will continue through December 31, 2021.

Commuting Options poll

Keeping work-life balance in mind, which commuting option is most appealing as you plan your return to on-campus work?

- Work remotely/work hybrid schedule **62%**
- Drive alone **16%**
- Train/Bus/Yale Shuttle (transit) **11%**
- Walk/bike **9%**
- Rideshare/other **2%**

Respondents identified the benefits of their choices as: Reducing Yale's carbon footprint, lowering the stress of commuting, saving on parking costs, getting exercise, increasing productivity, staying healthy, and flexibility in balancing work and home obligations. **Resources for planning commutes:** CTrail [safety practices and expanded schedules](#), [tips for commuting by bike](#), and CTrides [commuting options](#).

Snapshot



Institute for the Preservation of Cultural Heritage

Yale Art Gallery painting conservator Sydney Nikolau carefully removes surface grime and hazy white efflorescence material from an oil study by [Edwin Austin Abbey](#) (1852-1911) from his collection of Holy Grail murals in the Boston Public Library. See what else is [happening on campus](#).

can help reduce your stress, provide confidential assistance, get tips for improving self-care.

Yale Shuttle returns to 100% capacity

Parking & Transit has expanded transit services for Nighttime routes. After 6:00 p.m., the Nighttime Blue and Orange lines provide “to-door” drop-off after passing Prospect/Sachem and Whitney/Canner, respectively. While space dividers have been removed between riders, Safe Riding Protocols require passengers and driver to wear a mask when the vehicle is occupied. Each vehicle is cleaned and disinfected nightly and the high-touch-point areas within the vehicle are cleaned and disinfected at the end of each loop. Track your ride in real-time through the [LiveSafe app](#).

Stay in the know



[By the numbers: Yale positive cases](#)

[COVID-19 Coordinator Weekly Updates \(Dr.](#)

[Stephanie Spangler\)](#)

[Yale COVID-19 website](#)

[COVID-19 Workplace Guidance website](#)

Campus COVID-19 Resource Line: 203-432-6604

It's Your Yale

Train

Updates for Train Riders

If you commute via train, below are some upcoming changes to services and other valuable information to help with your travels.

- Effective August 22, CT*rail*/Hartford Line tickets (except 10-ride tickets) are valid on CT*transit* Express 950 routes, which offers customers additional mid-day options between Hartford and New Haven. Visit [HartfordLine.com](https://www.hartfordline.com/) (<https://www.hartfordline.com/>) for more details.
- Recently, Metro-North New Haven Line connections were revised to allow more options and shorter connection times for customers transferring to or from the New Haven Line from the CT*rail*/Hartford Line or CT*rail*/Shore Line East. Visit [ShoreLineEast.com](https://shorelineeast.com/) (<https://shorelineeast.com/>) or [HartfordLine.com](https://www.hartfordline.com/) (<https://www.hartfordline.com/>) for updated schedules.
- The MTA is seeking customer feedback on Metro-North service and traveling during the pandemic. Even if you haven't been riding lately, your opinion is still valuable as they work to make your ride better now and in the future. Complete the survey and you could **win one of several \$100 gift cards**. [Sign up to receive a survey invitation](https://new.mta.info/mta-customers-count) (<https://new.mta.info/mta-customers-count>).
- Transit users can use pre-tax savings to receive a discount on passes, may qualify for up to three free parking stays per month, and are eligible for our guaranteed free ride home program. [Learn more.](https://your.yale.edu/work-yale/campus-services/parking-and-transportation-options/train) (<https://your.yale.edu/work-yale/campus-services/parking-and-transportation-options/train>).

Benefits of Riding the Train

Yale commuters who use the train to get to work can:

- Use pre-tax savings to receive a discount on passes. Visit the [Commuter Benefits page to learn more.](https://your.yale.edu/work-yale/benefits/my-benefits-job-classification/commuter-benefits-program-yale) (<https://your.yale.edu/work-yale/benefits/my-benefits-job-classification/commuter-benefits-program-yale>).
- Receive up to [3 free parking stays per month](https://your.yale.edu/work-yale/campus-services/parking-and-transit/parking/parking-forms) (<https://your.yale.edu/work-yale/campus-services/parking-and-transit/parking/parking-forms>) to use on days when you need your car.
- Count on a [Guaranteed Ride Home.](https://your.yale.edu/work-yale/campus-services/parking-and-transit/parking/parking-forms) (<https://your.yale.edu/work-yale/campus-services/parking-and-transit/parking/parking-forms>).
- [Purchase CT rail eTix](https://portal.ct.gov/dot/publictrans/bureau-of-public-transportation/ctrail-etix) (<https://portal.ct.gov/dot/publictrans/bureau-of-public-transportation/ctrail-etix>) using a smartphone.
- Log trips in [CTrides Commuter Rewards](https://ctrides.agilemile.com/) (<https://ctrides.agilemile.com/>) to earn restaurant coupons, local retailer discounts, and tickets to shows and attractions.

New Haven is served by two train stations:

- [Union Station](http://maps.google.com/maps?hl=en&ie=utf-8&dq=union+station,++new+haven,+ct&daddr=50+union+ave+%23+4,+new+haven,+ct+06519&geoc) (<http://maps.google.com/maps?hl=en&ie=utf-8&dq=union+station,++new+haven,+ct&daddr=50+union+ave+%23+4,+new+haven,+ct+06519&geoc>)
- [State Street Station](http://maps.google.com/maps?hl=en&ie=utf-8&q=state+street+station+new+haven+ct&fb=1&cid=9187576433842802319&li=1md&z=14&t=m) (<http://maps.google.com/maps?hl=en&ie=utf-8&q=state+street+station+new+haven+ct&fb=1&cid=9187576433842802319&li=1md&z=14&t=m>)

Looking for service to/from:

- The Connecticut Shoreline? [Shoreline East](http://www.shorelineeast.com/schedules) (<http://www.shorelineeast.com/schedules>)
- New York City? [Metro North](http://www.mta.info/mnr) (<http://www.mta.info/mnr>).
- Harford? [The Hartford Line](http://www.hartfordline.com/) (<http://www.hartfordline.com/>).
- Northeast Corridor and beyond? [Amtrak](https://www.amtrak.com/home.html) (<https://www.amtrak.com/home.html>).

Transportation between New Haven Train Stations and Campus

Union Station Shuttle

The Union Station shuttle connects the New Haven Green, various downtown locations, parking, and Union Station—every 20 minutes. [View the map and schedule](https://www.cttransit.com/services/union-station-shuttle-new-haven) (<https://www.cttransit.com/services/union-station-shuttle-new-haven>).

Yale Shuttle

The [Yale Shuttle \(https://your.yale.edu/work-yale/campus-services/parking-and-transit/shuttle\)](https://your.yale.edu/work-yale/campus-services/parking-and-transit/shuttle) provides service between Union Station and campus destinations. Please note that there are now TWO shuttle stop locations in front of Union Station. If the stop directly in front of the station is congested, shuttle drivers pick up in front of the parking garage. Please look for Shuttles in both locations.

For information on access to train stations at your place of origin, contact the local transit authority or town/city government where the train station is located. Some towns offer commuter connection services and most manage parking arrangements at the train stations.

Train Rider Advocacy

Please use the transit [comment form \(http://your.yale.edu/node/33\)](http://your.yale.edu/node/33) to report commendations, inquiries or complaints about train service. If you are interested in advocating for more and better train service? Consider joining the [CT Rail Commuter Council \(http://www.trainweb.org/ct/\)](http://www.trainweb.org/ct/).

Related Resources

- [Free Parking Passes for Transit \(https://yalesurvey.ca1.qualtrics.com/jfe/form/sv_7vzda2ujbgo7pvt\)](https://yalesurvey.ca1.qualtrics.com/jfe/form/sv_7vzda2ujbgo7pvt)
- [Transit Feedback \(https://yalesurvey.ca1.qualtrics.com/jfe/form/sv_ooio2vbwj8fasn3\)](https://yalesurvey.ca1.qualtrics.com/jfe/form/sv_ooio2vbwj8fasn3)
- For Free Commuter Counseling, visit [CTrides \(https://ctrides.com/\)](https://ctrides.com/).

Yale Shuttle

The [Yale Shuttle \(https://your.yale.edu/work-yale/campus-services/parking-and-transit/shuttle\)](https://your.yale.edu/work-yale/campus-services/parking-and-transit/shuttle) provides service between Union Station and campus destinations. Please note that there are now TWO shuttle stop locations in front of Union Station. If the stop directly in front of the station is congested, shuttle drivers pick up in front of the parking garage. Please look for Shuttles in both locations.

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Related Resources

- [Free Parking Passes for Transit \(https://yalesurvey.ca1.qualtrics.com/jfe/form/sv_7vzda2ujbgo7pvt\)](https://yalesurvey.ca1.qualtrics.com/jfe/form/sv_7vzda2ujbgo7pvt)
- [Transit Feedback \(https://yalesurvey.ca1.qualtrics.com/jfe/form/sv_ooio2vbwj8fasn3\)](https://yalesurvey.ca1.qualtrics.com/jfe/form/sv_ooio2vbwj8fasn3)
- For Free Commuter Counseling, visit [CTrides \(https://ctrides.com/\)](https://ctrides.com/).

Section E

Transportation Demand Management - 2021

Program	Description	Usage Indicator	YNHH	Yale	CMHC	TOTALS
Campus Shuttle Bus Service	Shuttle Bus program for staff	Annual Shuttle Bus Ridership	473,212	348,150	0****	821,362
Bikeshare	Campus Bikeshare Program	Annual Trips Taken	0	N/A	0	0
Zip Car	Car-sharing program	Employee enrollment	21	Data not available***	2	23
Free Parking Stays	Free Parking stays for TDM participants	Employee enrollment	2,375	0	0	2,375
Walk to Work	Walk to work	Employee enrollment	267	1513*	12	1,760
Agile Mile / CTrides	Ride-sharing program with incentives.	Employee enrollment	40	1,503	2	1,545
Bike to work	Ride bikes to work.	Employee enrollment	243	645*	30	896
Transit Check / Deduct-a-Ride/Mass Transit subsidy	Pre-tax payment option for mass transit, mass transit subsidies/discounts (bus/rail)	Employee enrollment	107	92	0	199
Park and Ride Commuter Lots & Commuter Shuttle	Free commuter shuttle to park in state-operated commuter parking lots	Employee enrollment	202	204	0	406
Car Pooling	Car-Pool program	Employee enrollment	91	297	0	388
Telecommuting	Work from home electronically	Employee enrollment	571	8,477	0	8,712
Motorcycle Program	Motorcycle permit program	Employee enrollment	31	N/A**	0	31
Energy Efficient Vehicles Parking	Energy Efficient Vehicles Parking	Employee enrollment	31	93	0	124
Van Pools	Van-Pool program	Employee enrollment	0	0	5	5
Guaranteed Ride Home	Guaranteed ride home for TDM participants	Annual Rides Provided	14	0	6	20
Electric Vehicle Charging Stations	Charging stations for Electric Vehicles	Open	31	40 – dual hose	0	71

OTES:

YNHH numbers & notes submitted by the Director of Parking & Transportation Rodney Slaughter CAPP, CPP 10/2021

Due to the Pandemic YNHH has added additional buses to each route to allow for social distancing and limiting ridership to 1/2 capacity on each bus.

Additional Bus Items include: Location of "available" seats on each bus to limit capacity, all bus drivers and every bus rider must wear properly fitted face masks, all bus drivers between each route operated during their shift are provided supplies to disinfect all common touch points, YNHH authorized extra staff dedicated to deep clean every bus after 8 hours of operation. YNHH has experienced increased employee participation in the full and part-time telecommute program.

YSM Numbers & notes submitted by George Longyear 11/2021.

YSM Campus Shuttle Service includes Yale U. central campus shuttle volume.

All Yale Shuttle service routes are being supported. However, the number of shuttles (at peak times, from 7-9 a.m. and 4-6 p.m.) remain constrained by driver shortages. Community members are encouraged to consider alternative schedules or modes of transportation, as needed.

*YSM walk to work, bike to work, and telecommuting figures are included in the biennial university-wide 2021 Transportation Survey.

**YSM motorcycle parking is available for free at all open surface lots.

***Data not available due to ongoing contract negotiations.

Telecommuting numbers are an average for the months of August - October 2021, original numbers provided by Geraldine Sullivan, Assistant VP Employee Relations.

CMHC Numbers & notes submitted by Robert Cole 10/2021

Exhibit 1

**Yale New Haven Hospital
Yale University
Awards and Acknowledgements**

Changing How America Commutes

2021



Yale New Haven Hospital New Haven, CT

is designated a **BEST Workplace for Commuters** by the Center for Urban Transportation Research at the University of South Florida for meeting the National Standard of Excellence for outstanding commuter benefits.

These benefits promote energy conservation by reducing traffic congestion and related air pollution.



**THE LEAGUE
OF AMERICAN BICYCLISTS**
since 1880

is pleased to designate

Yale University
as a

**BICYCLE FRIENDLY
UNIVERSITY**

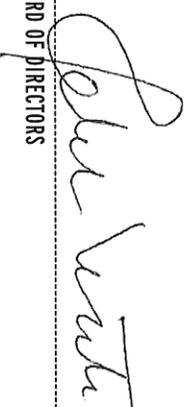
in recognition of your outstanding efforts to encourage bicycling on your campus

2017-2021 » GOLD

PRESIDENT



CHAIR, BOARD OF DIRECTORS





STATE OF CONNECTICUT

DEPARTMENT OF TRANSPORTATION

2800 BERLIN TURNPIKE, P.O. BOX 317546
NEWINGTON, CONNECTICUT 06131-7546



Office of the
Commissioner

An Equal Opportunity Employer

January 29, 2021

Dear Amber Garrard,

On behalf of the Connecticut Department of Transportation, I want to personally thank your organization for your active participation in the *CTrides* Transportation Leaders Program.

We are particularly appreciative of your effort and support for this important initiative, especially during the pandemic. This program is extremely important as Connecticut faces the growing challenge of climate change. By encouraging your employees to use alternatives to driving alone to work, you are helping in the fight to reduce a major contributor to climate change, greenhouse gas emissions from single-occupant vehicles. Your leadership in this effort is critical to the economic and environmental wellbeing of Connecticut and to the health of its residents.

Again, I want to thank you for your efforts in supporting this valuable program and I look forward to seeing you at our virtual event on February 9, 2021.

Sincerely,

A handwritten signature in black ink, reading "Joseph J. Giulietti".

Joseph Giulietti
Commissioner
Connecticut Department of Transportation



PROUDLY RECOGNIZES

Yale University

As a

**2021 CTrides Transportation Leader
Gold Level**

For its outstanding leadership in making Connecticut a better place to live and work by increasing the use of sustainable commuting modes that reduce traffic congestion and improve air quality.



A handwritten signature in black ink, appearing to read "Joseph J. Giuliotti".

Joseph J. Giuliotti, Commissioner
Connecticut Department of Transportation
January, 2021

Changing How Universities Commute

2021



Yale University New Haven, CT

is designated a **BEST University for Commuters** by the Center for Urban Transportation Research at the University of South Florida for meeting the National Standard of Excellence for outstanding commuter benefits.

These benefits promote energy conservation by reducing traffic congestion and related air pollution.





**CITY OF NEW HAVEN
BOARD OF ALDERS**

Darryl J. Brackeen, Jr.
Floor
Alder, Ward 26
2100

Chair
2855
Health & Human Services Committee
Ward26@newhavenct.gov

Vice Chair
Education Committee

Member
Legislation Committee
Affirmative Action Commission
Black & Hispanic Caucus
New Haven Lead Commission
Climate Emergency Taskforce

165 Church Street, 2nd
New Haven, CT 06510-

Telephone: (203) 479-

E-mail:

December 20, 2021

Honorable Tyisha Walker-Myers
President, New Haven Board of Alders

Dear President Walker-Myers:

I submit the attached Resolution as a communication encouraging the State of Connecticut to allow an option for municipalities the clearance to allow lawful permanent residents and persons authorized to work in the United States in the City of New Haven to participate in municipal elections and calling for the state legislature to allow municipalities to legally pursue such a measure.

A Local Law to amend the New Haven city charter, in relation to allowing lawful permanent residents and persons authorized to work in the United States in the City of New Haven to participate in municipal elections. The bill would provide a process for lawful permanent residents and those with work authorization in the City of New Haven to vote in municipal elections. Additionally, I have provided proposed language for consideration.

There are presently several local jurisdictions that have provided voting rights to noncitizens, such as San Francisco, nine cities in Maryland, two cities in Vermont, and New York City is set to approve a measure allowing noncitizens to vote in its local elections.

This law, upon its enactment, would apply to municipal elections held, provided that the City/Town Clerk & Voter Registrars and proposed Board of Elections, and any other governmental agency may take such actions as are necessary or appropriate to implement such law, and that there is immediate effect for the requirement and they shall submit a report containing a plan for achieving timely implementation.

New Haven prides itself on being a welcoming and inclusive city. Allowing residents who live in New Haven, pay taxes, are invested in and are contributing to our city the opportunity to participate in our democracy by voting in municipal elections is important.

Therefore, I ask that your please move favorably regarding this resolution encouraging the State of Connecticut to allow an option for municipalities the clearance to allow lawful permanent residents and persons authorized to work in the United States in the City of New Haven to participate in municipal elections; and calling for the state legislature to allow municipalities to legally pursue such a measure.

Thank you for your consideration of this very important issue.

Respectfully submitted,

Hon. Darryl J. Brackeen, Jr.

Hon. Darryl J. Brackeen, Jr.

Alder, 26 Ward

Attachments: Resolution
Proposed Language for Consideration

RESOLUTION ENCOURAGING THE STATE OF CONNECTICUT TO ALLOW AN OPTION FOR MUNICIPALITIES THE CLEARANCE TO ALLOW LAWFUL PERMANENT RESIDENTS AND PERSONS AUTHORIZED TO WORK IN THE UNITED STATES IN NEW HAVEN CITY TO PARTICIPATE IN MUNICIPAL ELECTIONS AND CALLING FOR THE STATE LEGISLATURE TO ALLOW MUNICIPALITIES TO LEGALLY PURSUE SUCH A MEASURE.

WHEREAS: A Local Law to amend the New Haven city charter, in relation to allowing lawful permanent residents and persons authorized to work in the United States in New Haven City to participate in municipal elections; and

WHEREAS: this bill would provide a process for lawful permanent residents and those with work authorization in the city of New Haven to vote in municipal elections; and

WHEREAS: this law, upon its enactment, would apply to municipal elections held, provided that the City/Town Clerk & Voter Registrars and proposed Board of Elections any other governmental agency may take such actions as are necessary or appropriate to implement such law, and that there is immediate effect for the requirement and they shall submit a report containing a plan for achieving timely implementation.

NOW THEREFORE, BE IT RESOLVED that the Board of Alders, encourages the State of Connecticut to allow lawful permanent residents and persons authorized to work in the United States in Connecticut to participate in municipal elections by amending the Charter by adding a new section.

BE IT FUTHER RESOLVED that the Connecticut state legislature allow municipalities to legally pursue such a measure.

PROPOSED LANGUAGE FOR CONSIDERATION

Section 1. The city of New Haven charter is amended by adding a new chapter to read as follows: (please note where yellow highlights, numbers, and articles to be determined.)

Chapter -- VOTING BY LAWFUL PERMANENT RESIDENTS AND PERSONS AUTHORIZED TO WORK IN THE UNITED STATES

§ -aa Definitions and applicability of the election law.

§ -bb Municipal voter qualifications and registration.

§ -cc The role of the board of elections in the city of New Haven.

§ -dd Poll administration.

§ -ee Municipal voter registration application forms.

§ -ff Party affiliations.

§ -gg Availability and accessibility of municipal voter registration application forms.

§ -hh Absentee ballot procedures.

§ -ii Registration and enrollment deadlines.

§ --jj Municipal voter notification.

§ --kk Notification of ability to cancel registration.

§ --ll Notification for individuals applying for citizenship.

§ --mm Change of address procedures.

§ --nn Confidentiality.

§ --oo Community participation.

§ --pp Transitioning to citizenship.

§ --qq Challenges.

§ --rr State and federal elections.

§ --ss Violations.

§ --tt Advisory group.

§ --uu Petitioning.

§ --vv Registration confirmation letters.

§ --aa Definitions and applicability of the election law.

a. For purposes of this chapter, the following terms have the following meanings:

Municipal election. The term "municipal election" means any general, primary, or run-off election for a municipal office, any special election for a municipal office including but not limited to any election in which all candidates are nominated by independent nominating petition pursuant to the charter, and any municipal referendum.

Municipal office. The term "municipal office" means the offices of mayor, public advocate, comptroller, municipality president, and aldermanic member.

Municipal referendum. The term "municipal referendum" means an election for the approval of a local law, as defined in the municipal home rule law, submitted to the voters of the city of New Haven.

Municipal voter. The term "municipal voter" means a person who is not a United States citizen on the date of the election on which he or she is voting, who is either a lawful permanent resident or authorized to work in the United States, who is a resident of the city of New Haven and will have been such a resident for 30 consecutive days or longer by the date of such election, who meets all qualifications for registering or pre-registering to vote under the election law, except for possessing United States citizenship, and who has registered or pre-registered to vote with the board of elections in the city of New Haven under this chapter.

Municipal voter registration. The term "municipal voter registration" means the method by which the board of elections in the city of New Haven registers or pre-registers new municipal voters pursuant to the provisions of this chapter.

Municipal voting. The term "municipal voting" means the processes required under this chapter that facilitate municipal voter registration and voting by municipal voters in municipal elections.

Connecticut state board of elections voter registration application. The term "Connecticut state board of elections voter registration application" means the application used by the Connecticut state board of elections to register or pre-register voters under the Connecticut state election law.

Resident of the city of New Haven. The term "resident of the city of New Haven" means a person who resides within the city of New Haven.

U.S. citizen voter. The term "U.S. citizen voter" means a person who meets all qualifications for registering or pre-registering to vote under the election law including possessing United States citizenship.

b. Municipal voting, as set forth in this chapter, shall be governed by applicable provisions of the election law, except that the provisions of the election law set forth in this chapter, as amended from time to time, and any successor provisions, shall apply as modified herein. References to the sections modified in this chapter shall be deemed to refer to such sections as they are so modified when and to the extent that they apply to municipal voting. References to provisions of the election law in this chapter shall be deemed to refer to any successor provisions. Provisions of the election law not specified in this chapter shall apply to municipal voting, provided however that such provisions shall not be construed to prevent or impede the application of this chapter.

§--bb Municipal voter qualifications and registration.

a. Consistent with the provisions of this chapter, eligible municipal voters shall have the right to vote in municipal elections and shall be entitled to the same rights and privileges as U.S. citizen voters with regard to municipal elections. All registered municipal voters shall have their names entered in the registration records maintained by the board of elections in the city of New Haven under article () of the election law for the purposes of registering and voting in municipal elections and may thereafter vote in any such election. Registrations for municipal voters entered in such records shall not contain United States citizenship data as required under 5-500 of the election law and shall be designated with an "M". Municipal voter registration records shall be filed with the state board of elections with such designation, to be included in any appropriate list or database in accordance with law.

b. Section -- of the election law shall apply to municipal elections, except that the qualification of United States citizenship shall not apply to municipal voters registering to vote in municipal elections and the municipal voting processes implemented pursuant to this chapter.

c. References to voter qualification or voter eligibility in the election law shall be construed to include municipal voter qualifications with respect to the municipal voting processes implemented pursuant to this chapter.

§--cc The role of the board of elections in the city of New Haven. The board of elections in the city of New Haven shall adopt all necessary rules and carry out all necessary staff training to carry out the provisions of this chapter.

§--dd Poll administration.

a. For each municipal election, the board of elections in the city of New Haven shall produce a poll ledger or computer-generated registration list that combines municipal voters and other U.S. citizen voters for each election district or poll site. Municipal voters shall not be required to form a separate line or vote in a separate location from U.S. citizen voters. The poll ledger or computer-generated registration list entries for municipal voters shall be marked with an "M".

b. Whenever a municipal election occurs on the same date and in the same district as an election in which a municipal voter is not eligible to vote, the board of elections in the city of New Haven shall produce separate municipal ballots to be distributed only to municipal voters appearing to vote on such date and in such district. Such municipal ballots shall be, as nearly as practicable, in the same form as those to be voted in the district by U.S. citizen voters during early voting or on election day as provided in title () of article () of the election law, except that such ballots shall be limited to municipal elections. Such municipal ballot shall contain the words "Municipal Ballot", endorsed thereon and any other markings or unique coloration the board of elections in the city of New Haven deems appropriate.

§--ee Municipal voter registration application form.

a. The board of elections in the city of New Haven shall design and distribute a municipal voter registration application form that will allow municipal voters to apply for registration, pre-registration, and change of enrollment in the manner that U.S. citizen voters may so apply to such board. Such form shall include, but need not be limited to, the following:

1. Notice that individuals registering or pre-registering using municipal voter forms will be registered or pre-registered to vote in municipal elections only, and expressly stating that municipal voters are not qualified to vote in state or federal elections.

2. Information on the qualifications to vote at the state and federal levels according to the election law, and information on how individuals who meet such qualifications can register or pre-register.

3. Notice that individuals who have been residents of the city of New Haven for less than 30 consecutive days by the time of the next election do not qualify to register to vote as municipal voters.

4. Notice that registration and enrollment is not complete until the municipal voter registration application form is received and accepted by the board of elections in the city of New Haven.

5. Notice that it is a crime, along with the attendant penalties and possible immigration consequences, to procure a false registration or to furnish false information to the board of elections.

6. The following notice in conspicuous type that contrasts in typography, layout or color with all other words on such form: "IMPORTANT NOTICE FOR NON-UNITED STATES CITIZENS. Any information you provide to the Board of Elections, including your name and address, may be obtained by Immigration and Customs Enforcement (ICE) and other agencies, organizations, and individuals. In addition, if you apply for naturalization, you will be asked whether you have ever registered or voted in a federal, state, or local election in the United States. You may wish to consult with an immigration attorney, an organization that protects immigrant rights, or other knowledgeable source before providing any personal information to the Board of Elections and before registering to vote in the city of New Haven. You can find a list of nonprofit organizations that specialize in protecting the rights of immigrants on the website of the city

of New Haven Campaign Finance Board. Individuals in New Haven applying for United States citizenship through naturalization may request notice of their eligibility to register and to vote in the city of New Haven.”

7. The following spaces to be filled in by the applicant:

(a). Space to indicate whether the applicant is a lawful permanent resident or is authorized to work in the United states and the statement “If you checked “no” in response to this question, do not complete this form.”

(b). Space for the applicant to indicate whether or not he or she has ever voted or registered to vote as a municipal voter before and, if so, the approximate year in which such applicant last voted or registered as such and his or her name and address at the time.

(c). Space for the applicant to execute the form on a line which is clearly labeled "signature of applicant" preceded by the following form of affirmation: “AFFIDAVIT: I swear or affirm that I am a resident of the city of New Haven and will have been a resident of New Haven for a minimum of 30 consecutive days by the time of the next election, am either a lawful permanent resident or authorized to work in the United States and will only vote at an election at which I maintain such status, and, to the best of my knowledge, I meet all of the requirements to register to vote in the state of Connecticut except for United States citizenship. This is my signature or mark on the line below. All the information contained on this application is true. I understand that if it is not true, I can be convicted and fined up to \$5,000 and/or jailed for up to four years.”

b. Such form shall contain all information required to be included on the statewide application form for U.S. citizen voters under subdivision (j) of section () of the election law, except as modified in this section. Such form shall not contain the notice concerning citizenship required pursuant to paragraph () of such subdivision or the information required to be included under subparagraphs (i), (vi) and (xii) of paragraph (k) of such subdivision.

c. Titles eight and nine of article five of the election law shall not apply to municipal voter registration.

§--ff Party affiliations.

a. Individuals who enroll in a political party using a municipal voter registration form shall be considered qualified members of that party only for the purposes of municipal elections.

b. References to political party member qualifications in the election law shall be construed to include municipal voter qualifications with respect to voting in municipal elections as set forth in this chapter.

§--gg Availability and accessibility of municipal voter registration application forms.

a. The board of elections in the city of New Haven and the campaign finance board shall coordinate efforts to ensure that municipal voter registration application forms are available at every location where Connecticut state board of elections voter registration application forms are made available pursuant to programs of city agencies, including but not limited to programs implemented pursuant to section (j) of the election law and section --a of the charter.

b. The board of elections in the city of New Haven shall translate the municipal voter registration application form into languages served by such board pursuant to state and federal law in a manner that is consistent with translations of the statewide application form.

§--hh Absentee ballot procedures.

a. The board of elections in the city of New Haven shall prescribe a standard municipal voter absentee ballot application form that will allow a registered municipal voter to cast an absentee ballot for municipal elections. The use of any application form which substantially complies with the provisions of this section shall be acceptable and any application filed on such a form shall be accepted for filing. Such application form shall contain all information required to be included on the absentee ballot application form for U.S. citizen voters under section 8-(j) of the election law, except as modified herein. Such form shall contain the following modifications to section (j) of the election law with respect to municipal voting:

1. Paragraph (b) of subdivision 3 of such section shall apply to municipal voting, except that the statement required in such paragraph shall be deemed to be a statement that the applicant is a qualified and registered municipal voter.

2. Paragraph (d) of subdivision 3 of such section shall apply to municipal voting, except that the application requirements in such paragraph shall be deemed to only permit application for an absentee ballot for municipal elections.

3. Subdivision (f) of such section shall apply to municipal voting, except that the application requirements in such paragraph shall be deemed to only permit application for an absentee ballot for municipal elections.

b. Upon receipt of a municipal voter absentee ballot application form, the board of elections shall forthwith determine upon such inquiry as it deems proper whether the applicant is qualified to vote and receive an absentee ballot under the election law as modified by this chapter, and if it finds the applicant is not so qualified it shall reject the application after investigation as provided in section (f) of the election law as further modified by this chapter.

c. The board of elections in the city of New Haven shall translate the municipal voter absentee ballot application form into languages served by such board pursuant to state and federal law in a manner that is consistent with translations of municipal voter registration application form.

d. Whenever a municipal election occurs on the same date and in the same district as an election in which a municipal voter is not eligible to vote, the board of elections in the city of New Haven shall produce separate municipal absentee ballots containing only municipal elections to be distributed only to municipal absentee voters on such date and in such district. Such municipal absentee ballots shall be, as nearly as practicable, in the same form as the municipal ballot to be voted in the district during early voting and election day as required by section --dd, except that such municipal absentee ballot need not have a stub, and shall have the words "Municipal Absentee Ballot", endorsed thereon.

e. Section () of the election law shall apply to absentee ballots and municipal absentee ballots mailed to municipal voters, except that the affirmation of United States citizenship in subdivision six of such section shall not apply to an inner affirmation envelope included with an absentee ballot or municipal absentee ballot distributed to a municipal voter and shall be replaced with an affirmation stating that the undersigned is qualified to vote under this chapter.

f. The board of elections in the city of New Haven may prescribe a separate absentee ballot for military voters who are municipal voters consistent with section () of the election law, but omitting the otherwise required affirmation of United States citizenship and replacing it with an affirmation that the military voter meets the qualifications of a municipal voter under this chapter.

§--ii Registration and enrollment.

a. Registration and enrollment deadlines for municipal voters in each municipal election shall be the same as the deadlines in the election law for U.S. citizen voters in such elections.

b. Section () of the election law shall apply to registered municipal voters, except that with respect to municipal voters, the registration card under such section shall be marked with an “M” and contain a statement that it is for municipal voting only.

§--jj Municipal voter notification. The board of elections in the city of New Haven shall create and implement a notification system for municipal voters that is consistent with the requirements of section () of the election law and section --d of the charter with respect to U.S. citizen voters.

§--kk Notification of ability to cancel registration. The board of elections in the city of New haven shall, simultaneously with providing written confirmation of registration to vote as part of the notification system created and implemented under section --jj, provide written notice of municipal voter qualifications and a form with the name and address of the registrant which may be returned to the board by the registrant to cancel the registration.

§--ll Notification for individuals applying for citizenship. Any city agency that has entered into a contract with an organization that includes, as part of such contract, provision of assistance to individuals in the city of New Haven regarding applying for United States citizenship through naturalization, shall request any such organization to provide notice to such individuals of their eligibility register and to vote in the city New Haven pursuant to this chapter.

§--mm Change of address procedures. The board of elections in the city of New Haven shall, consistent with section (l) of the election law as modified by this section, transfer the registration and enrollment of a municipal voter for whom it receives a notice of change of address to another address in the city of New Haven, or for any municipal voter who submits a municipal ballot in an affidavit ballot envelope which sets forth such a new address.

§--nn Confidentiality.

a. No inquiry shall be made as to the immigration status of a potential municipal voter or municipal voter, other than to verify the identity of the municipal voter and ascertain whether he or she is qualified to vote under the election law as modified by this chapter. If such information is volunteered to any city employee, it shall not be recorded or shared with any other federal, state, or local agency, or with the public, except as otherwise required by law.

b. All federal, state, and local confidentiality laws and policies that pertain to U.S. citizen voters shall also apply to municipal voters.

c. No municipal voter shall be asked to produce photographic identification or proof of address as a prerequisite for voter registration, except as otherwise required by this chapter or state or federal law.

d. Lists of municipal voters shall not be published, distributed or otherwise provided to the public by the board of elections in the city of New Haven or any other governmental agency separately or distinctly from a complete voter registration list of voters qualified to vote in a municipal election in New Haven or a political subdivision thereof.

§--oo Community participation.

a. The board of elections in the city of New Haven and the campaign finance board shall consult regularly with appropriate organizations, including advocacy groups and community associations, in the implementation of this chapter. Such boards shall work with such organizations to carry out community education programs regarding requirements for eligibility to vote pursuant to this chapter, including such eligibility of individuals who have applied for United States citizenship.

b. The campaign finance board shall maintain on its website a list of nonprofit organizations that specialize in protecting the rights of immigrants and are able to provide potential municipal voters with information about the immigration and other consequences of registering to vote as a municipal voter under this chapter.

§--pp Transitioning to citizenship. Municipal voters who are registered to vote under this chapter and who subsequently become United States citizens shall remain qualified to vote under this provision until such time as they no longer meet the qualifications set forth in this chapter or until they register to vote on a Connecticut state board of elections voter registration form. Upon filing of an individual's Connecticut state voter registration form, such individual's existing municipal voter registration shall become invalid.

§--qq Challenges. Any municipal voter's qualifications to register to vote under this chapter may be challenged according to the terms of the election law, except that "The Qualification Oath" in section () of the election law shall not be administered to municipal voters, and shall be replaced with the following "Municipal Voter Qualification Oath" to read: "You do swear (or affirm) that you are eighteen years of age or older, that you are a lawful permanent resident or authorized to work in the United States, that you are a resident of the city of New Haven, that you still reside at the same address from which you have been duly registered in this election district, that you have not voted at this election, and that you do not know of any reason why you are not qualified to vote at this election. You do further declare that you are

aware that it is a crime to make any false statement and that all the statements you have made to the board have been true and that you understand that a false statement is perjury and, if you make such a false statement, you will be guilty of a misdemeanor."

§--rr State and federal elections. Nothing in this chapter shall be construed so as to confer upon municipal voters the right to vote for any state or federal office or political party position or on any state or federal ballot question.

§--ss Violations.

a. Any person who knowingly and willfully violates any provision of this section of the charter which violation is not specifically covered by section () or any other provision of article seventeen of the election law is guilty of a misdemeanor.

b. A public officer or employee who knowingly and willfully omits, refuses or neglects to perform any act required of such public officer or employee by this chapter, who knowingly and willfully refuses to permit the doing of any act authorized by this chapter, or who knowingly and willfully hinders, or delays or attempts to hinder or delay the performance of such an act is, if not otherwise subject to section () of the election law or any other law, guilty of a misdemeanor.

c. Any person convicted of a misdemeanor under this section shall be punished by imprisonment for not more than one year, or by a fine of not less than one hundred dollars nor more than five hundred dollars, or by both such fine and imprisonment.

§--tt Advisory group.

a. There shall be an advisory group to provide recommendations regarding any problems or potential improvements with respect to municipal voting.

b. The advisory group shall consist of five members appointed for a term of two years as follows:

1. The public advocate, who shall be the chairperson of the advisory group.

2. Two members appointed by the mayor, chosen from among individuals representing community-based organizations; and

3. Two members appointed by the speaker of the council, chosen from among individuals representing community-based organizations.

c. Membership in the advisory group shall not constitute the holding of a public office, and members of the advisory group shall not be required to take or file oaths of office before serving on the advisory group.

No person shall receive compensation for service on the advisory group, except that each member shall be allowed actual and necessary expenses to be audited in the same manner as other city charges.

d. Members of the advisory group shall be appointed within 60 days after the effective date of this local law. No member shall be removed except for cause by the appointing authority. In the event of a vacancy during the term of an appointed member, a successor shall be selected in the same manner as the original appointment.

e. The mayor may designate one or more agencies to provide staffing and other administrative support to the advisory group.

f. The advisory group shall be required to meet no less than semiannually and shall create a dedicated website to enable ongoing solicitation of public feedback.

g. No later than **December 1, 2023**, and annually thereafter, the advisory group shall prepare a report of its findings and recommendations with respect to the voting process carried out under this chapter and submit such report to the mayor and speaker of the council.

§ --uu. Petitioning. Municipal voters shall be deemed qualified or registered voters, and enrolled voters where they have chosen to enroll in a political party, for purposes of signing and witnessing petitions in relation to designation and nomination for municipal offices and in relation to municipal referenda but shall not be otherwise be so deemed pursuant to applicable provisions of the election law or any other law.

§ --vv Registration confirmation letters. The board of elections in the city of New Haven shall, upon request, provide any pre-registered municipal voter, registered municipal voter or formerly-registered municipal voter with a letter confirming the dates during which such individual was registered or pre-registered as a municipal voter, and explaining the rights and privileges afforded to municipal voters pursuant to this chapter.

§ 2. No later than July 1, 2022, the board of elections in the city of New Haven shall submit to the mayor and speaker of the council a report containing a plan for achieving timely implementation of this local law for applicable elections held on or after January 9, 2023. Failure by such board to submit such a report within 30 days of July 1, 2022 shall create a rebuttable presumption that such board is declining to implement this local law.

§ 3. Section one of this local law takes effect on **December 9, 2022** and shall apply to municipal elections held on or after **January 9, 2023**, provided that before such date, the board of elections in the city of New Haven and any other governmental agency may take such actions as are necessary or appropriate to implement this local law. Section two of this local law takes effect immediately.

DJB
12/14/21

CHECK LIST FOR ALDERMANIC SUBMISSIONS

X	Cover Letter
X	Resolutions/ Orders/ Ordinances
X	Prior Notification Form
X	Fiscal Impact Statement - Should include comprehensive budget
X	Supporting Documentation (if applicable)
-	Disk or E-mailed Cover letter & Order

IN ADDITION IF A GRANT:

-	Notice of Intent
-	Grant Summary
-	Executive Summary (not longer than 5 pages without an explanation)

Date Submitted: December 10, 2021

Meeting Submitted For: January 3, 2021

Regular or Suspension Agenda: Regular

Submitted By: Mr. Thomas Lamb, COO

Title of Legislation:

Recommend Approval of the Collective Bargaining Agreement by and between the New Haven Board of Education and United Brotherhood of Carpenters and Joiners of America, Local 24; Brotherhood of Painters and Allied Trades, District Council 11; International Brotherhood of Electrical Workers, Local 90; and United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada, Local 777, from July 1, 2021 to June 20, 2026.

Comments: _____

Coordinator's Signature: _____

Controller's Signature (if grant): _____

Mayor's Office Signature: _____

December 10, 2021

Tyisha Walker-Myers
President, Board of Aldermen
City of New Haven
165 Church St, 2nd Floor
New Haven, CT 06520

Re: Local 24, 90, District Council 11 – Tradesmen Union Agreement

Dear Ms. Walker-Meyers,

I respectfully submit the enclosed submission requesting the approval of the Board of Alders for the recently concluded Agreement Between the New Haven Board of Education and the Board of Education Employees United Brotherhood of Carpenters and Joiners of America, Local 24; Brotherhood of Painters and Allied Trades, District Council 11; International Brotherhood of Electrical Workers, Local 90; and United Associate of journeymen and apprentices of the plumbing and pipe fitting industry of the United States and Canada Local 777, July 1, 2021 – June 30, 2026. As this is a multi-year contract, the approval of the Board of Alders is required.

The Board of Education's negotiating team, which included former Chief Financial Officer Phillip Penn, and myself met with Tradesmen Union in a series of negotiating sessions between May through July 2021 to conclude the new collective bargaining agreement with the union.

The new Agreement is for five years and covers July 1, 2021 through June 30, 2026. The agreement calls for a 2.25% wage increase in the first and second years of the contract. There is a 2.75% increase in year three, and a 3% increase in year four and five. Overall, the total monetary increase of the five years of the contract is \$105,181.09 or 13.25%.

The Board of Education negotiating team believes this is a fair contract; and it was approved by the Full Board of Education at its July 26, 2021 meeting. Thank you for your consideration of this new agreement which provides fair salary increases for our hardworking trades professionals; while remaining fiscally responsible to the District Budget and City tax payers. I look forward to the Alders' prompt approval of the Agreement.

Thank you again for your time and attention.

Very truly yours,



Thomas Lamb
Chief Operating Officer

..Title ORDER OF THE BOARD OF ALDERS OF THE CITY OF NEW HAVEN AUTHORIZING THE EXECUTION OF THE UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA, LOCAL 24; BROTHERHOOD OF PAINTERS AND ALLIED TRADES, DISTRICT COUNCIL 11; INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 90; AND UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF THE PLUMBING AND PIPE FITTING INDUSTRY OF THE UNITED STATES AND CANADA, LOCAL 777 AGREEMENT WITH THE BOARD OF EDUCATION FOR THE PERIOD OF JULY 1, 2021 TO JUNE 30, 2026.

..**Body WHEREAS**, the New Haven Board of Education (the “Board”) and Board of Education Employees United Brotherhood of Carpenters and Joiners of America, Local 24; Brotherhood of Painters and Allied Trades, District Council 11; International Brotherhood of Electrical Workers, Local 90; and United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada, Local 777 (the “Union”) are the parties (collectively the “Parties”) to that certain collective bargaining agreement entitled Agreement Between the New Haven Board of Education and Board of Education Employees United Brotherhood of Carpenters and Joiners of America, Local 24; Brotherhood of Painters and Allied Trades, District Council 11; International Brotherhood of Electrical Workers, Local 90; and United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada, Local 777, July 1 2017 – June 30, 2021 (the “Expired CBA”); and

WHEREAS, the Expired CBA expired by its terms on June 30, 2021; and

WHEREAS, the Parties, over the course of several rounds of negotiation, throughout the period of May 2021 through July 2021, negotiated to secure a new Collective Bargaining Agreement; and

WHEREAS, the Parties reached a tentative agreement on a new Collective Bargaining Agreement entitled Agreement Between the New Haven Board of Education and Board of Education Employees United Brotherhood of Carpenters and Joiners of America, Local 24; Brotherhood of Painters and Allied Trades, District Council 11; International Brotherhood of Electrical Workers, Local 90; and United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada, Local 777, July 1 2021 – June 30, 2026 (the “2021-2026 Agreement”); and

WHEREAS, the leadership of United Brotherhood of Carpenters and Joiners of America, Local 24; Brotherhood of Painters and Allied Trades, District Council 11; International Brotherhood of Electrical Workers, Local 90; and United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada, Local 777 submitted the 2021-2026 Agreement to its membership which ratified the 2021-2026 Agreement; and

WHEREAS, the Board’s negotiating team submitted the 2021-2026 Agreement to the Board, which approved the 2021-2026 Agreement at its July 26, 2021 meeting; and

WHEREAS, the Charter of the City of New Haven requires the approval of the Board of Alders for contracts in excess of one-year.

NOW THEREFORE BE IT ORDERED, by the Board of Alders of the City of New Haven that the 2021-2026 Agreement is hereby approved.

BE IT FURTHER ORDERED, that the President of the Board of Education or the Mayor is authorized to execute the 2021-2026 Agreement as well as such additional instruments as may be deemed necessary or expedient to implement the terms of the 2021-2026.

**FISCAL IMPACT STATEMENT
TO BE FILED WITH SUBMISSION OF ITEM TO BOARD OF ALDERMEN**

DATE: August 23, 2021

FROM: Juanita Mazyck - Business Director, New Haven Public Schools

SUBMISSION ITEM:

Proposed new collective bargaining agreement between the New Haven Board of Education and the Local 24,11, 90 & 777 (Tradesmen) covering the period July 1, 2021 to June 30, 2026.

I. List Cost: Describe in as much detail as possible: both personnel and non-personnel costs; general, capital or special funds; and source of funds currently budgeted for this purpose.

	<u>General</u>	<u>Special</u>	<u>Capital/Bond</u>	<u>Line Item Dept/Act/Obj. Code</u>
A. Personnel				
Annual				
2021-22	\$ 14,493.09			19047400-50122
2022-23	\$ 17,888.00			" "
2023-24	\$ 22,256.00			" "
2024-25	\$ 24,960.00			" "
2025-26	\$ 25,584.00			" "

The agreement calls for a 2.25% increase for FY 21/22 & 22/23; 2.75% for FY 23/24, 3% for FY 24/25 & FY 25/26

The total starting salary account level was \$783,602.91. The total increase over the five years is \$ 105,181.09, or 13.25%.

The agreement Health Benefits for current year In Force Plan for FY 2021-22 is \$205,541.17, increasing the following years as follows:

FY 2022-23	15,159.44	7.50%
FY 2023-24	15,415.59	6.86%
FY 2024-25	14,147.64	5.96%
FY 2025-26	13,576.61	5.32%

B. Non-Personnel

1. Initial start-up
2. One-time N/A
3. Annual

II. List Revenues: Will this item result in any revenues for the City? Please list amount and type.

City of New Haven
BOE Trades Local 90 et al
July 1, 2021 through June 30, 2022 (FIE - Rates 7-1-21)

PAYROLL DEDUCTIONS
52 PAY PERIODS

COVERAGE	%	SINGLE	2 PERSON	FAMILY
Century Preferred PPO	23.25%	\$68.46	\$139.07	\$179.52
Bluecare POE	19.00%	\$54.19	\$110.13	\$142.14
Bluecare 30/35 POE	15.50%	\$42.87	\$87.08	\$112.42
Lumenos High Ded. H.S.A.	15.00%	\$30.50	\$60.96	\$79.29
Full Pay Dental, ABCD	10.00%	\$0.74	\$1.92	\$2.67

FIE Rates

COVERAGE	Medical			Pharmacy			Vision			Combined		
	SINGLE	2 PERSON	FAMILY	SINGLE	2 PERSON	FAMILY	SINGLE	2 PERSON	FAMILY	SINGLE	2 PERSON	FAMILY
Century Preferred PPO	\$994.98	\$1,989.93	\$2,586.91	\$275.94	\$593.24	\$744.98	\$5.02	\$8.79	\$14.06	\$1,275.94	\$2,591.96	\$3,345.95
Bluecare POE	\$954.85	\$1,909.73	\$2,482.64	\$275.94	\$593.24	\$744.98	\$5.02	\$8.79	\$14.06	\$1,235.81	\$2,511.76	\$3,241.68
Bluecare 30/35 POE	\$933.86	\$1,867.72	\$2,428.04	\$259.56	\$558.09	\$700.85	\$5.02	\$8.79	\$14.06	\$1,198.44	\$2,434.60	\$3,142.95
Lumenos High Ded. H.I.A.	\$876.19	\$1,752.39	\$2,276.62				\$5.02	\$8.79	\$14.06	\$881.21	\$1,761.18	\$2,290.68
Full Pay Dental, ABCD	\$31.97	\$83.12	\$115.65									

COVERAGE	Volume @ October 2021			FIE Monthly Premium			Employee Contribution					
	SINGLE	2 PERSON	FAMILY	SINGLE	2 PERSON	FAMILY	SINGLE	2 PERSON	FAMILY	Total		
Century Preferred PPO	1		1	\$1,275.94	\$0.00	\$3,345.95	\$4,621.89	\$296.66	\$0.00	\$777.93	\$1,074.59	
Bluecare POE	3	1	1	\$3,707.43	\$2,511.76	\$3,241.68	\$9,460.87	\$704.41	\$477.23	\$615.92	\$1,797.57	
Bluecare 30/35 POE			2	\$0.00	\$0.00	\$6,285.90	\$6,285.90	\$0.00	\$0.00	\$974.31	\$974.31	
Lumenos High Ded. H.I.A.				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Full Pay Dental, ABCD	4	1	4	\$127.88	\$83.12	\$462.60	\$673.60	\$12.79	\$8.31	\$46.26	\$67.36	
				Annualized				\$21,042.26				\$3,913.83
				Annualized				\$252,507.12				\$46,965.95

Net City **\$205,541.17**

PAYROLL DEDUCTIONS
26 PAY PERIODS

COVERAGE	% of Rate	SINGLE	2 PERSON	FAMILY
Century Preferred PPO	23.25%	\$73.59	\$149.50	\$192.99
Bluecare POE	19.00%	\$58.25	\$118.39	\$152.80
Bluecare 30/35 POE	15.50%	\$46.08	\$93.62	\$120.85
Lumenos High Ded. H.I.A.	15.00%	\$32.79	\$65.54	\$85.24
Full Pay Dental, ABCD	10.00%	\$0.79	\$2.06	\$2.87

FIE Rates

COVERAGE	SINGLE	2 PERSON	FAMILY	FIE Monthly Premium			SINGLE	2 PERSON	FAMILY	Employee Contribution			
				SINGLE	2 PERSON	FAMILY				SINGLE	2 PERSON	FAMILY	
Century Preferred PPO	\$1,069.60	\$2,139.17	\$2,780.93	Medical	\$296.64	\$637.73	\$800.85	\$5.40	\$9.45	\$15.11	\$1,371.64	\$2,786.36	\$3,596.90
				Pharmacy	\$637.73	\$800.85	\$5.40	\$9.45	\$15.11	\$1,328.50	\$2,700.14	\$3,484.81	
				Vision	\$5.40	\$9.45	\$15.11	\$1,288.32	\$2,617.20	\$3,378.67			
Bluecare POE	\$1,026.46	\$2,052.96	\$2,668.84	\$296.64	\$637.73	\$800.85	\$5.40	\$9.45	\$15.11	\$1,288.32	\$2,617.20	\$3,378.67	
Bluecare 30/35 POE	\$1,003.90	\$2,007.80	\$2,610.14	\$279.03	\$599.95	\$753.41	\$5.40	\$9.45	\$15.11	\$1,288.32	\$2,617.20	\$3,378.67	
Lumenos High Ded. H.I.A.	\$941.90	\$1,883.82	\$2,447.37				\$5.40	\$9.45	\$15.11	\$947.30	\$1,893.27	\$2,462.48	
Full Pay Dental, ABCD	\$34.37	\$89.35	\$124.32										

COVERAGE	Volume @ January 2019			FIE Monthly Premium			Employee Contribution		
	SINGLE	2 PERSON	FAMILY	SINGLE	2 PERSON	FAMILY	SINGLE	2 PERSON	FAMILY
Century Preferred PPO	1		1	\$1,371.64	\$0.00	\$3,596.90	\$318.91	\$0.00	\$836.28
Bluecare POE	3	1	1	\$3,985.49	\$2,700.14	\$3,484.81	\$757.24	\$513.03	\$662.11
Bluecare 30/35 POE			2	\$0.00	\$0.00	\$6,757.34	\$0.00	\$0.00	\$1,047.39
Lumenos High Ded. H.I.A.				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Full Pay Dental, ABCD	4	1	4	\$137.47	\$89.35	\$497.30	\$13.75	\$8.94	\$49.73
	Annualized			\$22,620.43		\$271,445.15			\$4,207.37
	Annualized			\$271,445.15		\$271,445.15			\$50,488.40

Total	\$271,445.15
Fe Cont	\$50,488.40
Net City	\$220,956.76
In Force Net City	\$205,541.17
City Added Cost	\$15,415.59
Cost Increase Percent	7.50%

PAYROLL DEDUCTIONS
 52 PAY PERIODS

COVERAGE	% of Rate	SINGLE	2 PERSON	FAMILY
Century Preferred PPO	23.75%	\$80.81	\$164.17	\$211.92
Bluecare POE	19.50%	\$64.27	\$130.62	\$168.58
Bluecare 30/35 POE	16.00%	\$51.14	\$103.88	\$134.11
Lumenos High Ded. H.S.A.	15.50%	\$36.43	\$72.80	\$94.69
Full Pay Dental, ABCD	10.00%	\$0.85	\$2.22	\$3.08

FIE Rates

COVERAGE	SINGLE	2 PERSON	FAMILY	FIE Monthly Premium			SINGLE	2 PERSON	FAMILY	Employee Contribution			
				SINGLE	2 PERSON	FAMILY				SINGLE	2 PERSON	FAMILY	
Century Preferred PPO	\$1,149.82	\$2,299.61	\$2,989.50	Medical	\$318.88	\$685.56	\$860.92	\$5.80	\$10.16	\$16.25	\$1,474.51	\$2,995.33	\$3,866.66
				Pharmacy	\$685.56	\$860.92	\$5.80	\$10.16	\$16.25	\$1,428.13	\$2,902.65	\$3,746.17	
				Vision	\$5.80	\$10.16	\$16.25	\$1,384.95	\$2,813.48	\$3,632.07			
Bluecare POE	\$1,103.45	\$2,206.93	\$2,869.00	\$644.94	\$809.92	\$5.80	\$10.16	\$16.25	\$1,018.35	\$2,035.26	\$2,647.17		
Bluecare 30/35 POE	\$1,079.19	\$2,158.38	\$2,805.90	\$5.80	\$10.16	\$16.25	\$1,018.35	\$2,035.26	\$2,647.17				
Lumenos High Ded. H.I.A.	\$1,012.55	\$2,025.11	\$2,630.92	\$5.80	\$10.16	\$16.25							
Full Pay Dental, ABCD	\$36.95	\$96.06	\$133.65										

COVERAGE	Volume @ January 2019			FIE Monthly Premium			Employee Contribution		
	SINGLE	2 PERSON	FAMILY	SINGLE	2 PERSON	FAMILY	SINGLE	2 PERSON	FAMILY
Century Preferred PPO	1		1	\$1,474.51	\$0.00	\$3,866.66	\$350.20	\$0.00	\$918.33
Bluecare POE	3	1	1	\$4,284.40	\$2,902.65	\$3,746.17	\$835.46	\$566.02	\$730.50
Bluecare 30/35 POE			2	\$0.00	\$0.00	\$7,264.14	\$0.00	\$0.00	\$1,162.26
Lumenos High Ded. H.I.A.				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Full Pay Dental, ABCD	4	1	4	\$147.78	\$96.06	\$534.59	\$14.78	\$9.61	\$53.46
				Annualized		\$24,316.96			\$4,640.61
						\$291,803.54			\$55,687.34

Total	\$291,803.54
Fe Cont	\$55,687.34
Net City	\$236,116.20
In Force Net City	\$220,956.76
City Added Cost	\$15,159.44
Cost Increase Percent	6.86%

AGREEMENT

BETWEEN

THE NEW HAVEN BOARD OF EDUCATION

AND

**UNITED BROTHERHOOD OF CARPENTERS AND JOINERS
OF AMERICA, LOCAL 24;**

**BROTHERHOOD OF PAINTERS AND ALLIED TRADES,
DISTRICT COUNCIL 11;**

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,
LOCAL 90;**

AND

**UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES
OF THE PLUMBING AND PIPE FITTING INDUSTRY
OF THE UNITED STATES AND CANADA,
LOCAL 777**

July 1, 2021 - June 30, 2026

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OBJECTIVE

It is the objective of this Agreement to encourage and strengthen an orderly, harmonious relationship between the parties in order that more efficient and progressive public service shall be rendered to all the citizens of New Haven. This objective can best be effectively pursued by a mutual agreement in writing, not only concerning the rights and benefits, but also the duties and the responsibilities of the parties towards each other and towards the general public. The signatories to this Agreement hereby pledge to maintain and improve the present high standards of service in an efficient, economical manner.

ARTICLE 1 - Recognition

Section 1

The Board of Education, hereinafter called the Board, hereby recognizes Local 24, United Brotherhood of Carpenters and Joiners of America; Local 186, Brotherhood of Painters and Allied Trades; Local 90, International Brotherhood of Electrical Workers; and Local 777, United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada, hereinafter called the Union as representing its members described in the bargaining unit agreed to herein.

Section 2

The Board recognizes the Union as the sole and exclusive bargaining agent for the members of this bargaining unit, in relation to wages, hours of work, and working conditions.

Section 3

The bargaining unit is composed of all individuals represented by the unions listed in Section 1 above, who are employed by the Board of Education. The bargaining unit shall not include any employee who has the authority, inherent or delegated, to hire, suspend or fire.

Section 4

Anything in this Agreement to the contrary notwithstanding, the supervisory central office staff of the Department of Education, its supervisors and authorized designees [which may include but shall not be limited to contractors and/or consultants hired by the Board in its discretion to perform Supervisory functions] shall not be part of the bargaining unit.

Section 5

It is further agreed, that all bargaining unit employees who are members of the Union or who agree to pay an agency fee to the Union as of the effective date of this Agreement shall, as a condition of continued employment, remain members of the Union or continue to pay said agency fee to the Union during term of this Agreement. In addition, it is also agreed that any

new employees hired on or after the effective date of this Agreement shall, as a condition of continued employment, join the Union or agree to pay an agency fee to the Union within 30 working days following the conclusion of their probationary period.

Section 6

During the terms of this Agreement there shall be no subcontracting of Bargaining Unit work, inconsistent with the manner in which such work has been subcontracted in the past, without the consent of the Union.

Section 7

The parties agree that bargaining unit employees who are assigned a job within their trade may be expected to perform necessary work, provided that they are certified to do such work, and provided such work is necessary to complete the work order that has been assigned.

ARTICLE 2 - Seniority

Section 1

Seniority rights of employees shall conform to the Rules and Regulations of the Civil Service Commission. Factors affecting seniority not contained in the City Charter the Civil Service Rules and Regulations may be subject to negotiation between the Board and the Union, but no agreement shall be in conflict with the Charter or the Civil Service Rules.

Section 2

An employee shall lose his/her seniority rights and be removed from the Board's payroll under any of the following circumstances:

- a) if he/she resigns;
- b) if he/she is discharged for just cause;
- c) if he/she is absent from work for any reason, excluding Workers' Compensation leave, for longer than two (2) years.

ARTICLE 3 - New Appointments

Section 1

Applications and examinations for vacant positions shall be processed in the manner described in the Civil Service Rules and Regulations and appointments shall be made from Civil Service eligible lists in accordance with said Rules and Regulations.

All new employees shall serve a probationary period of one hundred twenty (120) working days. Such employees shall be considered at-will employees for the probationary period and shall not be eligible for health benefits until completing the first ninety (90) days of the probationary period. Employees shall not be eligible for personal days or sick days until satisfactorily completing their entire probationary period. Once the employee has satisfactorily completed his/her probationary period, the accrual of sick leave and vacation time shall be determined by the employee's original date of hire.

ARTICLE 4- Awarding of Positions

Section 1

Promotions shall be made in accordance with the Rules and Regulations of the Civil Service Commission.

Section 2

All such appointments to higher positions shall be for a probationary one hundred twenty (120) day period, during which time the appointee's progress shall be reviewed and evaluated by the supervisory central office staff and authorized designees (which may include but shall not be limited to contractors and/or consultants hired by the Board in its discretion to perform Supervisory functions). During this probationary period, if the appointee's performance on the job does not meet the standards for the position as set forth in the job description, the supervisory central office staff and authorized designees (which may include but shall not be limited to contractors and/or consultants hired by the Board in its discretion to perform Supervisory functions), shall recommend to the Superintendent of Schools that the appointee be rejected for the position.

Written notification of any rejection shall be sent to the rejected probationer and to the Union.

The Board and the Union agree that employees may be required to submit to medical examinations at the Board's expense where the employee's fitness for duty is in question. If the employee is not satisfied with the opinion of the Board's doctor, he/she may seek a second opinion at his/her own expense. No medical examination shall be utilized as a device to unilaterally remove any employee from the classified service. All employees affected by this Agreement shall at all times continue to be protected by all the safeguards incorporated in the City Charter, the Civil Service Rules and Regulations, and the provisions of this Agreement.

ARTICLE 5 - Vacation

Section 1

The purpose of vacations is to permit a period of rest and recreation for each employee.

Section 2

Full time, permanent employees who have worked with the City for at least one (1) year are entitled to receive a minimum of ten (10) working days paid vacation per year. Full time, permanent employees who have completed five (5) years of continuous service with the City shall be entitled to receive fifteen (15) working days paid vacation per year. Full time, permanent employees who have completed fifteen (15) or more years of continuous service with the City are entitled to receive twenty (20) working days paid vacation per year, provided however that, employees who complete twenty (20) years of continuous service with the City and are already receiving 25 working days paid vacation per year, shall continue to be eligible for twenty-five (25) vacation days.

Section 3

Employees entitled to three weeks or more vacation may take two (2) weeks of their vacation time in the period between the termination of the normal school year in June and the opening of school in September. The balance of accrued vacation time will be allowed during the normal school year.

Section 4

New personnel who began working for the City on a full time, permanent basis on October 1, or before shall receive two weeks paid vacation during the succeeding year's vacation period. New personnel who began working for the City on a full time, permanent basis on March 1 or before shall receive one week paid vacation. Employees who began working for the City after March 1 will not be eligible for a paid vacation until the next succeeding year.

Section 5

Annual vacation allowance may not be accumulated for one year to another i.e., it must be taken within the year that it is earned.

Under special conditions, vacations may be accumulated upon the recommendation of the Director of Human Resources and Labor Relations, contingent upon the approval of the Superintendent of Schools under such terms for the use of such accumulated vacation as he/she may

establish at the time of approval. However, such accumulation shall never exceed 20 working days for employees entitled to two weeks annual vacation, 30 working days for those employees entitled to three weeks annual vacation, or 40 working days for those employees entitled to four weeks annual vacation.

Section 6

Holidays which fall within the vacation period shall not be counted as vacation days, but shall be holidays.

Section 7

Whenever any conflict exists concerning vacation period, seniority shall take preference. In addition, no more than one half of the number of employees in any classification shall be on vacation at any one time.

Section 8

Vacations may be taken at any time within the calendar year, subject to Section 3 of this Article, above, except that no vacations shall be allowed during the following periods of time: (1) two weeks prior to school opening, (2) the week between Christmas and New Year's and (3) the winter and spring vacation. Exceptions to this policy shall be allowed only by mutual agreement of the parties.

Section 9

Employees shall notify his/her designated supervisor, in writing, of their intended vacation period at least 14 days prior to their intended vacation. In the discretion of Management, the 30-day notice may be waived and vacation requests approved provided that the employee shall notify his/her supervisor, in writing of the request of such waiver and intended vacation period at least 5 days prior to their intended vacation.

Section 10

Employees who leave the employ of the Board due to retirement, resignation or any other non-disciplinary cause shall be paid for their accrued but unused vacation time. Employees terminated by the Board for disciplinary reasons shall not be paid for such accrued but unused vacation time.

ARTICLE 6 - Holidays

Section 1

All employees shall receive 12 paid holidays. These holidays are New Year's Day, Martin Luther King's Birthday, Presidents' Day, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day and one (1) of the floating holidays set forth below. Each employee may elect one of the following floating holidays: Rosh Hashanah, Yom Kippur, the day after Thanksgiving, Christmas Eve, the day after Christmas, New Year's Eve, the day after New Year's Day. Each employee shall inform the appropriate Supervisor and the Director of Human Resources and Labor Relations of his/her choice of floating holiday before August 1 of each calendar year. Employees who are required to work on a non-floating holiday or who are required to work on a day they had previously selected to be their floating holiday shall be paid for such holiday at time and one half their current hourly rate, in addition to the regular holiday pay. Employees paid under the previous sentence for working a previously selected floating holiday shall not be entitled to an additional floating holiday.

Section 2 -

If an employee is absent from duty on the day before or the day following a holiday, he shall not be paid for these days unless his absence is covered under the sick leave plan.

ARTICLE 7 - Disciplinary Procedure

Section 1

The Union recognizes the necessity for the administrative and supervisory staff or its designees to exercise full disciplinary authority consistent with their oath of office and their responsibilities to direct employees to perform the required work duties in order to achieve department program goals and satisfactory municipal services to the general public.

Section 2

All disciplinary actions shall be in a fair -manner and shall be consistent with the nature of the infraction for which the disciplinary action is being applied, subject to the principle of progressive discipline.

Section 3

Normally, disciplinary actions shall include either (a) a documented verbal warning, (b) a written warning, (c) suspension without pay, or (d) discharge. Such disciplinary actions shall normally follow this order. However, the nature of the offense may warrant one or more of the above steps to be skipped.

Section 4

All disciplinary actions may be appealed through the established grievance procedure, except verbal warnings.

Section 5

All suspensions and discharges must be stated in writing and a copy given to the employee involved. The Union will also be furnished with a copy.

Section 6

Nothing in this Article shall contravene the rights and responsibility of the Civil Service Commission, nor shall it supersede the provisions of the Civil Service Rules and Regulations.

ARTICLE 8 - Grievance Procedure

Section 1 - Purpose

The purpose of the grievance procedure shall be to settle employee grievances on as low an administrative level as possible to insure efficiency and employee morale.

Section 2 - Purpose

A grievance for the purpose of this procedure shall be considered to be an alleged violation of any of the specific provisions of this contract.

Section 3 - Time Extensions

Time extensions beyond those stipulated below may be arrived at by mutual written agreement of the parties concerned.

Section 4 - Procedure

- (a) The Union shall not represent any employee on a grievance, which was initiated prior to the time the employee joined the bargaining unit.
- (b) Any employee who has a grievance shall, within five working days of the date upon which the employee first knew or should have known of the matter giving rise to the grievance, discuss the grievance with the General Supervisor of Maintenance or the Technical Supervisor of Maintenance. The Supervisor shall engage in whatever additional investigation is necessary and shall give his/her answer as soon as practicable,

but within three (3) working days of the meeting. It is agreed that grievances should be settled at this first step of the process.

- (c) If the supervisor and the employee cannot reach an agreement on the grievance, the grievance shall, within five working days, be stated in writing, signed by the complainant and his/her representative, if any, and submitted to the Director of Personnel and Labor Relations, or his/her designated representative as a step 2 grievance. The decision of the Director of Personnel and Labor Relations or his/her designated representative shall be submitted in writing to the complainant and his/her representative within ten working days of receipt of the grievance.
- (d) If the decision at Step 2 is not satisfactory to the employee, he/she may appeal the decision in writing to the Superintendent of schools or his/her designee within ten (10) working days from the decision at Step 2. Within fifteen (15) working days of receipt of such appeal, the Superintendent of his/her designee will arrange to meet with the employee and his/her representative in an effort to resolve the grievance. The Union will be advised in writing of the employer's decision within fifteen (15) working days of such meeting. The designee of the Superintendent shall not be the same individual who heard the grievance at Step 1 or Step 2.

Section 5 - Arbitration

- (a) In the event the Union feels that further review is desired, it shall, within ten working days of the decision of the previous step, forward a request to arbitrate to either the State Board of Mediation and Arbitration or the American Arbitration Association with a copy sent to the Director of Staff Placement, Evaluation and Development or his/her representative. Grievances not appealed within this time shall be considered as settled.

At the discretion of the Board any arbitration filed under this section to the State Board of Mediation and Arbitration may be removed by the Board and submitted to the American Arbitration Association. In such circumstances, the union shall within thirty (30) days withdraw the arbitration from the State Board of Mediation and Arbitration and proceed through the American Arbitration Association if the union desires to pursue the matter through arbitration.

Petition for arbitration shall be in writing and contain the following items: (1) Name of the grievant; and (2) A statement of the issue involved.

The Arbitrator(s) designated in accordance with this Article shall conduct a hearing at which the facts and arguments relating to the dispute shall be heard. The Arbitrator(s) jurisdiction to make an award shall be limited by the submission and confined to the interpretation or application to the provisions of this Agreement. The Arbitrator shall not have jurisdiction to make an award which has the effect of amending, altering, enlarging or ignoring the provisions of the Agreement in effect at the time of the occurrence of the grievance being arbitrated. The Arbitrator(s) shall confine the award to a decision that

the City or the Union has or has not violated a provision of this Agreement, and if such an award is in the affirmative, the award shall specify the remedy. The written award of the Arbitrator made in accordance with the above arbitration procedure shall be final and binding on the parties to this Agreement, subject only to court appeal of the decision.

- (b) The Board and the Union shall each pay one-half the cost of all charges incurred in the arbitration process.
- (c) The arbitrator or arbitrators shall within 30 days of selection, hear the facts and render a decision which will be final and binding on both parties subject to the right of appeal a court of competent jurisdiction.

Section 6 - Recording of Minutes

Either party shall have the right to employ a public stenographer or use a mechanical device at any step in the procedure. The party which so utilizes a public stenographer or mechanical device shall absorb the full cost of same.

In order to be considered, a grievance must be filed within five working days of the occurrence or event giving rise to the grievance. If a grievance is not appealed within the time limits herein above described, it shall be deemed settled. If the Board fails to answer a grievance within the time limits set forth in this Article, the grievance shall automatically proceed to the next higher step.

ARTICLE 9 - Non-Discrimination Clause

Section 1

Neither party shall discriminate against any employee because of race, color, religion, creed, sex, national origin, age, marital status, ancestry, sexual orientation, present or past history of mental disorder, mental retardation, learning disability or physical disability, or political or union affiliation.

ARTICLE 10 - Management Rights

Section 1

The Board of Education and the Superintendent of Schools shall have the right to determine all matters concerning the management or administration of the Department of Education, including but not limited to, the right: to direct the working force; to hire, transfer, suspend, promote, retain, discipline or discharge employees; to establish reasonable rules of conduct; to schedule employees; and to combine and eliminate jobs, subject to the provisions of this Agreement, the City Charter and Ordinances, and Civil Service Rules and Regulations.

Section 2

It is the intent of the parties that when and if employees are transferred, that such transfer shall not be made to a job outside of the bargaining unit, nor shall such transfer be made to a different classification within the bargaining unit.

ARTICLE 11- Authority & Responsibility of the Civil Service Commission, the Mayor and the Board of Aldermen

Section 1

No provision of this Agreement shall in any way contravene the authority and responsibility of the Civil Service Commission, the Mayor or the Board of Aldermen as contained in the Charter and the Ordinances.

ARTICLE 12 - Union Activities

Section 1

Union activities shall be carried on in such a manner so as not to interfere with departmental activities, provided such Union activities have the prior approval of the Director of Human Resources and Labor Relations or his/her designee. However, this provision is not intended to exclude normal Union activities, such as handling grievances, negotiations with the Board, or authorized time off for Union conventions and meetings, except that no more than two Union Members will attend Union conventions at the same time.

The Union shall notify the Director of Staff Placement, Evaluation & Development of the names of current Union officers responsible for handling grievances.

Section 2

Employees engaged in normal Union activities on behalf of their members, and involved Board officials, shall not have their pay suspended if such meetings have the prior approval of the Director of Human Resources and Labor Relations or the Superintendent of Schools or their respective designees.

Employees shall notify the Maintenance Supervisor at least 24 hours in advance of such scheduled meetings. For these purposes, the Board shall not suspend the pay of one (1) union official plus the grievant(s) for any grievance meeting, up to two union officials plus the grievant(s) for a grievance Arbitration or a State Board of Labor Relations proceeding, and up to four union officials for collective bargaining negotiations and/or interest arbitrations.

ARTICLE 13 - No Strike Provision

Section 1

The Union agrees that during the length of this Agreement it will not call or support or participate in any work slow-up, work stoppage, or strikes against the Board, which are in violation of the Municipal Employee Relations Act of Connecticut. The Union further agrees that any of its members participating in any work slow-up, stoppage, or strike may be summarily discharged by the Board. The Union further agrees that any picketing performed by a member during his/her scheduled working hours shall result in said employee being summarily discharged by the Board.

Section 2

The Board agrees that there shall be no lock-out of employees during the life of this Agreement and there will be no layoffs while the NHBOE is employing sub-contractors.

Section 3

The Union agrees that it will use its best efforts to cause its member employees, individually and collectively, to perform and render legal and efficient work and services on behalf of the Board and that neither its representatives nor its members will intimidate, coerce or discriminate against any employee in any manner at any time.

ARTICLE 14 - Time Allowance for Death of Relative

Section 1

Regular, full-time employees may be absent from their assigned duties for the five scheduled working days following the death of a member of the immediate family. The immediate family shall include spouse, parent, mother-in-law, father-in-law, child, brother, sister, grandparents, grandchild, or other relative who is an actual member of the employee's household.

In no instance will the employee be compensated for more than five days.

Any days taken for this purpose which are in addition to the employee's authorized leave shall be charged as leave without pay.

Section 2

Regular, full time employees may attend funeral services of the following relatives who are not members of the employee's immediate family: aunt, uncle, brother-in-law, sister-in-law and first cousin. One full day's pay will be granted if the absence occurs on one of the employee's regularly scheduled work days.

Any days taken for this purpose which are in addition to the one day of authorized leave shall be charged as leave without pay.

ARTICLE 15 - Medical Coverage

Section 1

The Board shall cover all employees hired before the signing of this agreement scheduled to work twenty (20) hours per week or more and their eligible dependents under one of four medical care programs known as 2016 Lumenos High Deductible Plan, 2016 Bluecare POE, 2016 Blue Care POE 30/35, and 2016 Century Preferred PPO. Prescription coverage for the Comp Mix, POE and PPO programs shall be as stated on the medical benefits matrix contained in Appendix C of this Agreement.

Effective upon the ratification and legislative approval of this agreement, there shall be a required re-enrollment for all bargaining unit members and their eligible dependents, at a schedule established by the City. At this time all members will be required to re-enroll in their choice of the City's offered medical benefit plans pursuant to the regulations prescribed by the Department of Human Resources. Any individual not participating in this re-enrollment will not be eligible for continuation of medical benefits. During the course of this Agreement, the City may require continuing proof of spouse and/or dependent eligibility. New employees shall not be eligible for medical benefits until such time as they provide documentation acceptable to the City of New Haven Department of Human Resources. Subsequent to re-enrollment or enrollment, any changes in dependent or spouse status must be communicated to the City of New Haven Department of Human Resources immediately upon such change taking place. Claims or copay amounts improperly paid shall be promptly reimbursed to the City by the employee.

Members enrolled in the Lumenos plan will be required to open a Health Saving Account at a financial institution of the City's choosing. Each plan year the City will contribute 1/12th of 50% of the annual deductible (i.e., \$1000 per single plan; \$2000 per family plan) to each participant's account on a monthly basis. In addition, participants may also contribute additional funds through payroll deduction on a pre-tax basis to their H.S.A. subject to I.R.S. regulations, which can be used to cover deductibles and other qualified medical expenses.

Section 2 - Life Insurance

Full time employees shall be provided group term life insurance of \$25,000 from the date of eligibility for benefits to the date of termination of employment **with** the City.

Section 3 - Dental and Vision

The Vision Care Rider shall be offered to all eligible employees and eligible dependents covered by one of the above-referenced medical plans regardless of the medical benefit plan chosen.

Additionally, the City shall make available to eligible employees, as defined above, a Full-Service Dental Plan for employees and all eligible dependents, including the unmarried dependents children rider ages 19-26 and Dental Riders A (Additional Basic Benefits), B (Prothodontic), C (Periodontics), and D (Orthodontics).

Section 4 - Employee Contributions

(A) Effective upon the ratification and legislative approval of this agreement, there shall be an open enrollment period, after which employees must contribute a percentage of the cost of his/her health and dental premiums based on the Fully Insured Equivalent rates in effect at the time. These contributions shall be made through weekly payroll deductions as follows:

Year	Lumenos	Blue Care POE	Blue Care POE 30/35	Century Preferred PPO
July 1, 2021 to June 30, 2022	15.0%	19.0%	15.5%	23.25%
July 1, 2022 to June 30, 2023	15.0%	19.0%	15.5%	23.25%
July 1, 2023 to June 30, 2024	15.5%	19.5%	16.0%	23.75%
July 1, 2024 to June 30, 2025	16.0%	20.0%	16.5%	24.25%
July 1, 2025 to June 30, 2026	16.5%	20.5%	17.0%	24.75%

(B) Employees who choose one of the medical plans above shall participate in the City of New Haven Health Incentive Program, a summary of which is attached as part of Appendix B. Employees who do not comply with the requirements of the program shall contribute an additional amount towards the cost of the plan as follows:

<u>Single Coverage</u>	\$50 per month
Two Person	\$75 per month
Family Coverage	\$100 per month

Members enrolled in Century Preferred PPO and the Blue Care POE plans whose primary care physician is in the Enhanced Personal health Care Program (EPHC) shall pay a \$15 visit co-pay. While participating in the HIP program is required, participation in the EPHC Program shall be voluntary.

(C) Employees who elect the dental benefits mentioned in Section 3 of this article shall be responsible for paying ten percent (10%) of the cost, based on the wholly equivalent rate, of the single, couple, or family plan selected.

Section 5

The City shall implement and maintain a Section 125 pre-tax wage deduction plan in accordance with applicable provisions of Section 125 of the Internal Revenue Code (and in accordance with any amendments to said provisions) so long as said provisions allow for such a plan. Said plan will be designed to permit exclusion from taxable income of the employees, share of health insurance premiums for those employees who complete and sign the appropriate wage deduction form. The City shall incur no obligation to engage in any form of impact bargaining in the event that a change in law reduces or eliminates the tax-exempt status of the employee insurance premium contributions. Neither the Union nor any employee covered by this Agreement shall make any claim or demand nor maintain any action against the City or any of its members or agents for taxes, penalties, interest or other costs or loss arising from the use of the wage deduction form or from a change in law that may reduce or eliminate the employee tax benefits to be derived from this plan. Further, the parties agree that the health insurance benefits and the administration of those benefits shall continue to be governed by the collective bargaining agreement and the carrier's insurance plan.

Section 6

The New Haven Board of Education reserves the right to change insurance carriers with the understanding that benefits will remain substantially the same as existing benefits. The Union will be notified prior to any changes and if the Union wishes, the City will fully discuss any changes with the Union prior to their implementation. The Board shall continue to have the right to maintain a workers' compensation PPO Program.

Section 7

All new employees shall serve a probationary period of one hundred twenty (120) working days. Such employees shall be considered at-will employees for the probationary period. New employees shall be eligible for health benefits on the first of the month following sixty (60) days after hire. However, they shall not be eligible for personal days or sick days until satisfactorily completing their probationary period. The accrual of sick leave and vacation time shall be determined by the employee's original date of hire.

Section 8 - Retiree Coverage

(A) The Board of Education shall continue to provide and pay for the medical insurance listed in Section 1 of this Article (excluding term life insurance), to the same extent as for active employees, for all retirees who retire on or after the ratification date of this Agreement and who meet the criteria set forth herein:

- Twenty-five (25) years of service or meet the criteria to retire under the rule of 80.
- Twenty (20) years of service and retire with a service-connected disability.
- Fifteen (15) years of service and retire on disability pension and meet the total and permanent requirements of Social Security.

For employees with more than ten (10) years of service as of September 20, 2014, such medical insurance shall be provided for the employee's spouse. In addition, such eligible spouses of employees who are still working but meet the above criteria and die while still an employee will be covered under this provision until such time as the employee would have reached age sixty-five (65). Further, such eligible spouses of retirees who are retired and meet the above criteria and die prior to age sixty-five (65) shall continue to be covered until such time as the retiree would have reached age sixty-five (65).

(B) Employees who retire on or after July 1, 2004, shall make a monetary contribution for a portion of the medical insurance premiums in an equal amount as called for with active employees. Provided the required contribution is made, said coverage shall be paid by the Board until the retiree reaches age sixty-five (65). In addition, employees who retire after the Effective Date of this Agreement shall be required to re-enroll during open enrollment period, including after the execution of each new successor contract, along with the active members of the Trades Union. Such employees shall be entitled to choose among the medical insurance plan options offered to active members, at the same rate paid by such active employees.

(C) Upon reaching age 65, retirees who satisfy the above criteria (and their spouses, provided that the employee has more than ten (10) years of service as of September 20, 2014) must apply and pay for Medicare Parts A and B through the Social Security Administration. For those retirees and eligible spouse who qualify for Medicare, the City shall assist in providing coverage under Medicare Supplemental Plan C with unlimited pharmaceutical coverage until the retiree reaches age 70. If the retiree dies prior to age 70 then his/her eligible spouse will continue to be covered by Medicare Supplemental Plan C with unlimited pharmaceutical coverage until such time as the retiree would have reached age 70 as if he/she lived. In addition, the City shall have the ability to pursue, with the cooperation of the retiree and/or covered individual, any and all age-appropriate riders and other forms of collateral coverage, which may serve to offset costs to the City. The retiree shall be responsible for paying the same premium cost share for the Medicare Supplemental Plan C as he/she was paying for the chosen medical plan coverage prior to turning age sixty-five.

ARTICLE 16A - Sick Leave & Worker's Compensation

Section 1

Employees hired before July 1, 2004 shall be covered by the provisions of this Article in its entirety. Employees hired on or after July 1, 2004 shall only be covered by Sections 2(a), 2(c), 2(d), 4, 6, 8 and 9 (?) of this Article.

Section 2 - Definition

(a) For purposes of administration of the sick leave plan, the term "permanent employee" shall mean any employee who is regularly scheduled to work at least five days per week for the full budget year.

(b) Employees who are regularly scheduled to work less than five (5) days per week but at least 20 hours per week for the full budget year shall be entitled to receive one-half working day of sick leave per month. Otherwise, all other provisions of this plan shall apply to these employees. (Employees scheduled to work less than 20 hours per week, part-time, seasonal, temporary and persons employed on an emergency basis are not eligible for sick leave, unless otherwise provided by law.)

(c) Sick Leave shall be considered to be the absence from duty with pay of permanent employees for the following reasons:

1. Illness or injury except where directly traceable to gainful employment by an employer other than the City of New Haven or where such illness or injury is compensable under Connecticut's Workers' Compensation laws.
2. For medical or dental examination or treatment for which arrangements cannot be made outside of working hours.
3. When exposure to contagious disease endangers the health of other employees.

(d) The use of sick leave for purposes other than sickness as defined in the sick leave plan will result in appropriate disciplinary action.

Section 3 - Sick Leave Allowance

(a) Sick leave shall be earned by each full time, permanent employee at the rate of one and one-quarter working days for each calendar month of service, the total of which shall not exceed 15 working days in any 12 months.

(b) Sick leave earned in any month of service shall available at any time during any subsequent month.

(c) No sick leave with pay in excess of the leave accumulated to a permanent employee's credit may be granted unless authorized in advance by the Superintendent of Schools or his/her designee. Such authorization shall not exceed one year's sick leave allowance, and shall be charged to said employee's sick leave to be accumulated within the next 12 month period immediately following the authorization of said advance sick leave at the rate of one working day per month.

Section 4- Worker's Compensation

(a) Employee injuries arising out of and in the course of an employee's official duties, when such injury is compensable under Connecticut's Worker's Compensation laws, shall not result in such employee being charged for sick leave while receiving Worker's Compensation. Under such circumstances (i.e., while receiving Worker's Compensation), commencing after the tenth (10th) work day missed, said employee shall be paid by the Board the amount by which the employee's regular weekly wages (based upon a 40-hour week) exceed the weekly Worker's Compensation payment, up to a maximum of ten (10) weeks, provided, however, that the total weekly payment from all sources paid by the Board and under Worker's Compensation laws shall not exceed the employee's post-tax, regular weekly wages. The Union may request that said ten (10) week cap be extended by writing for an extension on a monthly basis to the Executive Director of Finance and Operations.

(b) The benefit described in Sections 4(a) above (viz.-the partial wage payment by the Board without charging the employee for sick leave) shall be conditioned not only upon the employee's continued eligibility for Worker's Compensation, but also upon his/her inability to return to work as determined by a physical examination conducted by a physician appointed by the City. Therefore, this benefit will cease once the City physician determines that the employee is able to return to work.

(c) If an employee, who has been absent from work under the provisions of Worker's Compensation for a period of less than two years, is physically able to return to work, as determined by the City physician, he/she shall be reinstated to the position he/she held prior to his/her absence provided such position still exists and he/she would have remained in that position had he /she not been absent. Any employee(s) affected by the return of said employee will be governed by Civil Service Rules and Regulations.

(d) During the period while an employee is a recipient of the benefit referred to above, said employee shall not receive any additional pay for holidays, sick leave, or vacations. However, sick leave shall be allowed to accrue for said employee during this period, for utilization after he/she returns to work. Furthermore, any vacation time accrued by an employee prior to the receipt of Worker's Compensation may be credited to the employee for use after he/she returns to work for the City.

(e) After a determination is made by the Worker's Compensation Commission that an employee-recipient of Worker's Compensation is no longer entitled to payment of Worker's

Compensation and such employee do not return to work for the Board, said employee's employment shall be terminated.

(f) During the waiting period after an employee applies for Worker's Compensation and while eligibility is being determined, the Board shall pay the employee's regular weekly wages and charge this period of time to sick leave. If subsequently a determination is made for that the employee is eligible for Worker's Compensation, the Board will be reimbursed by the employee from the proceeds of the Worker's Compensation and an adjustment will be made to the employee's sick leave so as to conform with the requirements set forth in Section 4(a) above.

(g) In addition to existing rights the Board has or may have to recover worker's compensation payments from responsible third parties, the Board shall have the right to recover any payment made by it to supplement said benefits pursuant to Section 4(a) or Section 4(f) hereof from such responsible party. If the employee recovers a judgment or otherwise settles his claim against a responsible third party, the Board shall be reimbursed by the employee to the extent of the benefits paid by the Board.

Section 5 - Sick Leave Accumulation

(a) All unused sick leave of any employee hired prior to July 1, 2004 who maintains continuous employment may be accumulated up to a maximum of one hundred and fifty (150) working days.

(b) Sick leave shall continue to accumulate during leaves of absence with pay and during the time an employee is on authorized sick leave or vacation time.

(c) No credit for sick leave shall be granted for time worked by an employee in excess of his/her normal work week.

(d) Sick leave shall NOT continue to accumulate during leaves of absence without pay.

Section 6 - Medical Certificate Required

A medical certificate, acceptable to the appointing authority, may be required:

(a) For frequent or habitual absence from duty, or when in the judgment of the appointing authority, or his/her designee, there is reasonable cause for requiring such certificate. Repeated use of sick days before or after a Holiday shall constitute reasonable cause to require a medical certificate for such absences and failure to provide an acceptable certificate for such absences shall result in the application of Article 6, Section 3. In such cases when an employee is required to obtain a medical certificate, the Department shall assume the cost of said doctor's appointment.

- (b) For any period of absence consisting of more than five consecutive working days.
- (c) When it is reasonably presumed that a member of the immediate family is suffering from a contagious disease, which may endanger the health of other employees.
- (d) In connection with a Family and Medical Leave Act leave.
- (e) As required by the Leave of Absence Policy.

Section 7 - Sick Leave Accumulated at Retirement or Death

(a) Upon retirement, an employee hired before July 1, 2004, shall be credited for the period of time corresponding to the amount of sick leave accumulated up to a maximum of 150 days provided that this provision in no way conflicts with any and all pension provisions. Payment for credited accumulated sick leave shall be made on a lump sum basis upon retirement in accordance with the following:

1) Employees who have reached the age of 65 or more and served ten or more years shall be eligible to receive credit for the amount of sick leave time accumulated up to a maximum of 120 days at termination of employment for reason of retirement. For employees hired on or after July 1, 1994, said maximum shall be 90 days.

2) Employees, after serving not less than ten years, shall be eligible to receive credit for the amount of sick leave accumulated at termination of employment for reason of retirement due to disability provided further that the affected employee meets the requirement for disability retirement specified in the retirement plan of which the employee is a member. Employees who retire due to a service-connected disability in accordance with the prevailing pension plan, shall also be eligible to receive credit for the amount of sick leave accumulated at termination of employment. The maximum payment under this Section shall also be 120 days. For employees hired on or after July 1, 1994, said maximum shall be 90 days.

(b) The sick leave buy back provision fully described below shall permit employees hired before 7/1/04 up to one hundred and fifty (150) days of accumulated sick leave. This sick leave can be exchanged for no more than five (5) years of credited service (for employees hired before 7/1/04) (thirty [30] sick leave days shall equal one [1] year of credited service) under the following guidelines:

1) The number of sick leave days exchanged must have a value of at least one (1) year of service. The exchange of the accumulated sick time must be in exact blocks of 30 (i.e., 30, 60, 90, 120, 150). For example, if an employee has

95 days of accumulated sick leave, he/she may exchange 90 sick days for three (3) full years of credited service.

2) By exchanging their accumulated sick leave, employees may not receive more credited service than the maximum amount of credited service allowable under the Pension Plan.

3) Tax Liability: The determination of the purchased years of additional pension service credit will be predicated upon the corresponding gross equivalence of the accrued leave time utilized. The appropriate Federal and State withholding taxes will be deducted from the respective employee's gross cash equivalence and the remaining net value will be considered the employee's cost for purchase of these additional pension years of credited service. The employee's annual W2 wage statement will reflect the gross cash equivalence of all accrued leave days of service as taxable compensation. The appropriate Federal and State Tax liabilities on the gross cash equivalence will be reported as taxes paid.

Section 8 - Perfect Attendance

Effective June 1, 1987, employees who work six (6) months without utilizing a sick day shall receive a seventy-five-dollar (\$75.00) lump sum payment in a separate check not subject to any deductions or credited for pension purposes. The six (6) month periods shall be calculated from December 1 through May 31 and June 1 through November 30 of each Contract year. Payment shall be made no later than the third (3rd) paycheck in June and December respectively for the preceding six (6) months.

Section 9 - Worker's Compensation - Employer-Sponsored Medical Care Plan

The Board shall have the right, subject to the approval of the Chairman of the Workers' Compensation Commission to establish a medical care plan for its employees who suffer illnesses and/or injuries which arise out of or in the course of their employment with the Board.

ARTICLE 16B - OCCASIONAL SICK LEAVE AND SHORT-TERM DISABILITY

Section 1

Only employees hired on or after July 1, 2004, shall be covered by the provisions of this Article.

Section 2

Employees who have completed their probationary period shall be covered by a short-term disability policy as described herein. In addition, employees shall be allowed seven (7) paid sick

days per year, to be credited January 1 of each calendar year after the employee has completed his/her probationary period.

In the case of a new employee, he/she shall not be credited with any paid sick days until his/her probationary period is completed; at which time the employee shall be credited with a pro-rated number of paid sick days retroactive to his/her date of hire for the first calendar year only.

All paid sick days credited in any one calendar year shall be forfeited if not used within that calendar year.

Section 3 - INCOME PROTECTION PLAN

A. Purpose

Disability benefits are designed to provide cash income to any employee who is totally disabled by a non-job-related injury or illness, and is therefore prevented from performing the duties of his or her occupation for a period in excess of seven (7) consecutive calendar days.

B. Eligibility

To be eligible for disability benefits, an individual must be a full-time employee who has completed his/her one hundred twenty (120) day probationary period and must present medical documentation substantiating the disability.

C. Short Term Disability

1. Short term disability shall apply to any extended absence for sickness or non-job-related injury of more than seven (7) consecutive calendar days.

2. After the seventh (7th) day of consecutive calendar day absences and for a maximum duration thereafter of twenty-six (26) weeks, weekly benefits will be paid in the net amount of sixty-six and two-thirds percent (66-2/3%) of normal weekly straight time earnings, provided the employee is under the care of a licensed physician.

3. For all periods of any short-term disability, the employee shall be considered to be an active employee and entitled to any and all benefits provided by the Collective Bargaining Agreement between the City and the Union.

Section 4 - Administration of Sick Leave

(A) Each Department Head shall be responsible for the administration of these provisions subject to the authority of the Controller's Office.

(B) There shall be maintained in each Department a record for each employee of all sick leave taken, available and/or lost for each calendar year. These records shall be subject to inspection by the Controller's Office and he/she may require periodic reports to be submitted to him/her.

(C) During the effective period of this Agreement, a satisfactory method of informing individual employees of available sick leave in each calendar year shall be established. Such procedure may include either of the following:

1) A record of an employee's available sick leave in the pertinent calendar year shall be submitted to the employee upon his/her request at least once annually.

2) A record of an employee's available sick leave in the pertinent calendar year shall be indicated on the employee's wage stub at established periodic intervals to be determined by the City, but not be less than once annually.

ARTICLE 17 - Wages

Section 1

The wage rates for members of the bargaining unit shall be as set forth in Appendix A to this Agreement.

It is understood that carpenters required to use personal automobiles on a daily basis will be provided with 20 gallons of gas per week.

Other craftsmen required to use their automobiles will be provided four gallons of gasoline on each day they are required to use their cars regardless of the number of times they use their cars on any given day.

The Executive Director of Business/Finance will notify the Union as to the procedure to be followed.

Such employees will submit a copy of their automobile insurance policy to the Executive Director of Business/Finance providing for \$100,000/\$300,000 limits naming the City and the Board of Education as additional named insured. Each employee shall present a copy of the additional cost incurred in compliance with this paragraph, if any, to the Executive Director of Business/Finance and shall be reimbursed the difference.

Section 2

Effective upon the ratification of this Agreement, the annual wages for the foremen listed below shall be computed each year by adding the sum of \$2,080 to the amount of annual wages paid for that year to each craftsman in the bargaining unit.

Section 3

The Maintenance unit shall consist of 14 Trades persons including the 5 forepersons NHBOE has agreed to consult with the union in regards to the next position that needs to be filled.

Section 4

Whenever the foreman of any Craft is out of work, the senior person of the respective Craft shall assume the position of acting foreman.

Section 5

Up to Five Hundred Dollars (\$500.00) per year shall be made available to reimburse any craftsman using his/her own vehicle for emergency repairs, towing, flat tires, etc. provided such emergency occurs during working hours.

ARTICLE 18 - Overtime

Section 1

Time and one-half the current hourly rate of pay shall be paid for:

- (a) All time worked in excess of eight hours in any one work day.
- (b) All time worked in excess of 40 hours (for which overtime had not previously been earned) in any one work week.
- (c) All time worked on Saturday and Sunday for employees who normally work Monday through Friday.

Section 2

Overtime will be distributed as equitably as practicable through a rotation overtime list within the classification affected by the overtime work. In the event that the list is exhausted through reasonable efforts by the designated Supervisor or his/her designee then employees may be ordered in by inverse seniority. It is understood by the parties that all overtime shall be considered a full-duty assignment. Employees shall be required to submit current contact phone number(s) or other similar contact information to be used pursuant to this section. Such contact information shall be updated by the employee on the next business day following any change.

Section 3

If an overtime assignment requires more manpower than is available to work, the Director of Administration or his/her designee shall assign the additional manpower required. Such overtime assignments, as described herein, shall be made based solely on the judgment of the Director of Administration or his/her designate and shall be considered as overtime worked for purposes of equitable distribution.

Section 4

In the assignment of overtime an employee who is excessively, habitually and/or chronically absent may, at the discretion of management, be bypassed in overtime assignment, until such time as a medical certificate is given to management justifying the absence or absences, or until such time as the employee's record is satisfactory.

Section 5

It is understood by the parties to this Agreement that there shall be no pyramiding of rates, including overtime and/or premium rates such as shift differentials.

Section 6

Sick time only shall not be credited as time worked for the purpose of computing overtime. All other approved time off under the terms of this Agreement shall be credited as time worked for the purpose of computing overtime.

ARTICLE 19 - Emergencies

Section 1

When City schools and/or other City departments are closed due to snow storms or other emergency conditions, all bargaining unit employees are required to report for work, unless specifically notified by supervision to the contrary. Employees absent due to illness on such days shall be required to present a medical certificate in order to be eligible to be paid for said absence.

ARTICLE 20 - Working Hou.rs

The normal hours of work shall be 6:30 a. m to 3:00 p.m. or 1:00 p.m. to 9:30 (which shall be available for employees hired after January I, 2010 at the employer's discretion) or 3:00 p.m. to 11:30 p.m., Monday through Friday, with a one-half hour lunch period from 12:00-12:30 p.m. or from 7:00-8:00 p.m. In addition, all employees are allowed a ten-minute coffee break in the morning and afternoon, the time of which shall be determined by the Supervisor. Employees hired prior to July 1, 1997, shall not be assigned to the 3:00 p.m. to 11:30 p.m. shift without their consent. Employees working the 3:00 p.m. to 11:30 p.m. shift shall be paid a shift premium of \$.65 per hour.

The current practice of summer hours shall continue, taking effect at the conclusion of the school year and ending at the beginning of the school year. Such hours shall be 6:00 a.m - 2:30 p.m.

ARTICLE 21 - Longevity

Section 1

When City All eligible employees shall receive in lump sum payment, on or about the first pay day in January, longevity payments-in the following amounts based on a calculation of their continuous service for the immediately preceding calendar year ending December 31.

- (a) Employees with five or more years of continuous service shall receive \$500 in January 1994 and each January thereafter.
- (b) Employees with 15 or more years of continuous service shall receive \$525 in January 1994 and each January thereafter.
- (c) Employees with 20 or more years of continuous service shall receive \$575 in January 1994 and each January thereafter.

Section 2

An employee who retires, either for reasons of age and/or disability, shall be entitled to a pro rata longevity payment for that portion of the calendar year he worked prior to such retirement.

An employee who terminates or is terminated for any other reason other than those outlined above shall not be entitled to longevity for the calendar year in which such termination occurs.

Section 3

Employees hired on or after January 1, 2013 or who have less than five (5) years of continuous service as of January 1, 2013 shall not be entitled to the benefits in this Article.

ARTICLE 22 - Personal Leave

Section 1

Each employee shall be entitled to three (3) days per contract year to be known as personal leave with pay not charged to sick leave. An employee intending to utilize personal leave shall notify his/her Supervisor at least forty-eight (48) hours prior to taking such leave unless such notification is impossible due to circumstances beyond the employee's control. Effective June 30, 1988 and each June 30 thereafter, all Personal Days must be utilized within the contract year or they will be lost. Employees must use such days prior to retirement or resignation and employees shall not be entitled to compensation for unused personal days.

In the event that the number of employees who request personal leave defined under this section compromises the activities of the division due to the number of individuals requesting a particular day, the request may be denied in order to not disrupt the normal activities in such division. In such circumstances of conflict seniority shall prevail.

ARTICLE 23 - Residency

Section 1

There shall be no residency requirement.

ARTICLE 24 - Call-In Pay

Section 1

Any employee hired before July 1, 2013 who is called back to work shall receive a minimum of four hours pay at time and a half. Any employee hired after July 1, 2013 who is called back to work shall receive a minimum of two hours pay at time and a half. The employer maintains the right to actually have employees perform work for four (4) hours or two (2) hours, whichever is applicable, including responding to any additional calls within the four (4) hour or two (2) hour span in such cases. Employees called to work on emergencies after 5:00 a.m. shall receive time and a half for any hours actually worked.

ARTICLE 25 - Substance Abuse Policy

Section 1: Purposes

The purposes of this policy are as follows:

- A. To establish and maintain a safe, healthy working environment for all employees and to protect the public;
- B. To insure the reputation of the City of New Haven employees as good, responsible citizens worthy of public trust;
- C. To demonstrate a clear expectation and understanding that a drug test shall be considered a condition of entry/application to the employ of the City and in reasonable suspicion scenarios as defined herein;
- D. To reduce the incidents of accidental injury to person or property;
- E. To reduce absenteeism, tardiness and indifferent job performance; and
- F. To provide assistance toward rehabilitation for any employee who seeks help in overcoming any addiction to, dependence upon, or problem with alcohol or drugs.

Section 2: Definitions

- A. Alcohol or Alcoholic Beverages - means the intoxicating agent in beverage alcohol, ethyl alcohol or other low molecular weight alcohol, including methyl and isopropyl alcohol
- B. Drug - means any substance (other than alcohol) capable of altering the mood, perception, pain level or judgment of the individual consuming it.
- C. Prescribed Drug - means any substance prescribed for the individual consuming it by a licensed medical practitioner.
- D. Illegal Drug - means any drug or controlled substance, the sale possession or consumption of which is illegal.
- E. Ranking Supervisor - means any supervisory employee who is the employee's immediate supervisor in the chain of command, or the Department Head or his/her designee.
- F. Employee Assistance Program - means Employee Assistance Program provided by the City of New Haven or any agency/entity with whom the City has contracted to provide said program.
- G. Union President - means the duly designated representative of the Trades Units contained in this Agreement or his/her designee.
- H. Refusal to Submit to Drug Testing - The refusal by an employee to submit to a drug or alcohol screening test under this Article 26 will result in the employee's

immediate suspension without pay and subsequent disciplinary action, which may include dismissal from the City.

Section 3: Testing Based Upon Reasonable Suspicion

- A. Purpose: This section is intended to specify the methods to be used by the City when an employee's conduct, behavior, demeanor or statements have created reasonable suspicion that he or she has engaged in "substance abuse." Substance abuse is defined for purposes of this section as the ingestion of an illegal drug or the abuse of alcohol or of a legally prescribed drug.

- B. Voluntary Disclosure and Employee Assistance:
 - 1. An employee who has completed his or her initial probationary period with the City and has engaged in substance abuse and voluntarily discloses this issue to his/her Department Head and requests treatment and rehabilitative assistance shall be given assistance under the City's Employee Assistance Program. Access of this type shall be limited to two occasions, provided that he or she has not previously failed to comply with the requirements of the program during a prior enrollment. An employee referred to the program shall not be disciplined for the substance abuse disclosed. However, failure to comply with the terms of this program shall subject the employee to discipline.
 - 2. Any employee who returns to employment following completion of a program under the Employee Assistance Program shall be subject to follow-up testing as determined by the EAP provider.

- C. Basis for Testing: The testing authorized under this policy shall be preceded by a determination by a supervisor that the conduct, behavior, demeanor or statements of the employee have given that supervisor "reasonable suspicion" that the employee has engaged in substance abuse.

- D. Preservation of Rights: This policy does not constitute a waiver of the rights of members of the bargaining unit regarding drug testing protection provided by United States or Connecticut Constitution or statutes.

- E. Preliminary Determination of Reasonable Suspicion of Substance Abuse:
 - 1. An order to undergo a test pursuant to this agreement shall be based on preliminary and final determinations of reasonable suspicion of substance abuse by designated supervisors. A supervisor shall base his or her preliminary determination on facts regarding the conduct, behavior, demeanor and statements of the employee observed by that supervisor or reliably and speedily reported to him or her. This preliminary

determination shall be followed by a final determination by a second supervisor who must confirm the preliminary determination in order for testing to be ordered.

2. Designated supervisors shall be the Department Head, Deputy Department Head and any supervisor acting in the capacity of the Department Head or Deputy Department Head. The City shall provide training for such designated supervisors, but the lack of such training of a particular supervisor shall not prevent his or her determination of reasonable suspicion of substance abuse, unless the lack of training is shown to have undermined the reliability of the determination.

F. Order to Undergo Test:

1. When a designated supervisor makes a determination based on reasonable suspicion and that determination is confirmed by a second supervisor, the employee shall be informed of this preliminary determination and shall be immediately relieved of duty. The employee shall be entitled to Weingarten representation rights by a bargaining unit representative.
2. Following the determination, the employee shall be directed to immediately report to the designated testing facility. It is expected that the test will be administered within two (2) hours following the determination.
3. The employee shall be entitled to Weingarten representation during the sample production process.

G. Testing Procedures: The testing procedures shall be in accordance with those set forth in this Article 26. Test results shall not be used for disciplinary purposes unless they have been obtained in accordance with the procedures outlined in this section.

H. Confidentiality: Records of the process used to order a test and test results shall be maintained along with other employee medical records, and shall be handled consistent with the policies respecting such records. In addition, an employee who elects participation in the Employee Assistance Program shall be required to authorize the release of these records to the personnel utilized in that program.

I. What Constitutes a Refusal to Take a Test: The following actions may constitute a refusal to take a drug or alcohol test:

- Blatant refusal to submit to the testing procedure or engaging in any conduct that clearly obstructs the testing process; including being unavailable for testing;

- Failure to provide an adequate amount of breath for an alcohol breath test without a valid medical reason;
- Failure to sign the alcohol testing form;
- Failure to submit to a confirmation test for alcohol after a positive result;
- Failure to endorse items to verify chain of custody for any specimen;
- Failure to provide sufficient amount of urine for a drug test without a valid medical reason;
- Failure to provide necessary identification before submitting to test;
- Failure to remain available for such testing.

J. Consequences of Refusal to Take a Test: The consequences for refusal to take a required drug or alcohol test are the same as if the employee had tested positive for drug or alcohol use, as listed in Section 10 of this Policy. In addition, the refusal shall constitute insubordination and the employee shall be subject to discipline.

K. Cost of Required Tests: The City shall pay for the following tests:

- Pre-employment drug testing;
- CDL related testing;
- Reasonable suspicion testing;
- Return to duty drug testing; and
- Follow up testing.

The employee shall be responsible to pay for the following tests:

- Split analysis testing.

L. Transportation: The City will provide transportation for the employee to the testing facility when the employee is being tested under reasonable suspicion procedures. The City shall provide transportation for an employee to the employee's home when the employee tests positive under these procedures.

Section 4: CDL Testing

A. Testing pursuant to the City of New Haven's CDL Policy shall continue for all affected workers. The parties recognize that industry standards may change during the life of the CDL policy. Any such changes shall be negotiated pursuant to the requirements of MERA.

Section 5: Post-Accident Testing

As soon as practicable following an accident, each surviving employee will be tested for alcohol and controlled substances when (1) the accident involved a fatality or serious injury or (2) the employee received a citation for a moving traffic violation. An accident is defined as an

incident involving a motor vehicle or industrial safety in which there is a fatality, an injury treated away from the scene or a vehicle required to be towed from the scene.

An employee who is subject to post-accident testing must remain available for such testing, or the City may consider the employee to have refused to submit to it.

The City should make every attempt to test an employee for alcohol within two hours and for drugs within 32 hours of an accident. If an alcohol test has not been given within 8 hours of the accident, or a drug test has not been given within 32 hours, the City must cease trying to administer such test and must prepare and maintain on file a record stating the reason why the appropriate test was not promptly administered.

The requirements of this section should not be construed to require the delay of necessary medical attention for injured people following an accident or to prohibit an employee from leaving the scene of an accident for the length of time necessary to obtain necessary emergency medical care or to obtain any other assistance necessary at the accident site. However, employees must remain available for testing and shall not consume alcohol or drugs until the post-accident test has been performed.

Section 6: Return to Duty Testing

If an employee has engaged in prohibited conduct regarding alcohol and/or drug misuse, the employee must undergo a return to duty test prior to returning to the job. The test must indicate a breath alcohol concentration of less than 0.02 and a verified negative result for drug use. When an employee engages in prohibited conduct, the City must advise the employee of the resources available to evaluate and resolve drug and/or alcohol problems through the EAP program. In addition, each employee who engages in prohibited conduct must be evaluated by a substance abuse professional (SAP) who shall determine what assistance, if any, the employee needs in resolving drug and/or alcohol problems.

On a first offense for a positive alcohol test, if the SAP determines that the employee requires assistance in handling an alcohol problem, the employee must properly follow the prescribed rehabilitation program. If the rehabilitation program requires time off, said time off will be granted with or without pay for up to sixteen weeks without a loss of seniority or benefit eligibility. During the period of rehabilitation the employee may elect to use any accrued vacation or sick time. Any paid time off (vacation or sick time) used in accordance with this provision shall be subtracted from the sixteen-week entitlement referred to herein.

On a first offense for a positive drug test, if the SAP determines that the employee requires assistance in handling a drug problem, the employee must properly follow the prescribed rehabilitation program. If the rehabilitation program requires time off, said time off will be granted with or without pay for up to sixteen weeks without a loss of seniority or benefit eligibility. During the period of rehabilitation the employee may elect to use any accrued vacation or sick time. Any paid time off (vacation or sick time) used in accordance with this provision shall be subtracted from the sixteen-week entitlement referred to herein.

When an employee has properly followed the prescribed rehabilitation, the employee must then be reevaluated by the substance abuse professional. If the SAP determines that the employee has properly followed the rehabilitation program, then the employee must undergo a return to duty test with a negative result as prescribed herein before being allowed to return to the performance of his job. In the event the employee fails to comply with the prescribed rehabilitation or fails to pass a return to duty test he or she shall be subject to further discipline up to and including termination.

Section 7: Alcoholic Beverages

- A. No alcoholic beverages will be brought onto City premises, or consumed while on City premises. The Department will invoke appropriate disciplinary action for any violations.
- B. Drinking or being under the influence of alcoholic beverages while on duty is cause for discipline.

Section 8: Prescription Drugs

- A. No prescription drug shall be brought upon City premises by any employee other than the employee (or members of the employee's immediate family) for whom the drug is prescribed by a licensed medical practitioner, and shall be used only in the manner, combination and quantity prescribed.
- B. Where the employee has been informed that the use of a prescribed drug may pose a risk to the employee or others, the employee shall so advise his/her Department Head or Deputy Department Head.

Section 9: Illegal Drugs

- A. The use or possession of an illegal drug or controlled substance by an employee on duty is cause for suspension or termination, and/or referral for criminal prosecution.
- B. The sale, trade or delivery of illegal drugs or controlled substances by an employee on duty to another person is cause for suspension or termination, and/or referral for criminal prosecution.

Section 10: Procedures

The procedures of the City of New Haven in regard to an employee using, possessing or under the influence of alcohol, drugs or chemicals while on duty are as follows:

- A. An employee shall report to his place of assignment fit and able to perform his required duties and shall not by any improper act render himself unfit for duty.

STEP 1: Any Supervisor who has cause to suspect that an employee is under the influence of alcohol, drugs or chemicals shall immediately relieve said employee from duty with pay in order to protect said employee, fellow employees and the public from harm. Supervisors shall receive training by certified drug and alcohol experts on how to detect and process substance abuse cases.

STEP 2: The Supervisor shall immediately notify the Department Head, or in his absence, the ranking supervisor. Any employee being interviewed/tested may consult with and be accompanied by a representative of the Union. The Union representative may confer with and advise the employee before and after the testing process, but shall not participate in the process in any way except as an observer. The interview/testing process will not be unreasonably delayed simply because a Union representative is unable to be present.

STEP 3: The Department Head, or in his absence, the ranking supervisor shall interview the employee concerning alleged alcohol or controlled substance abuse. Such interview shall be conducted in order to document the reasons and observations of the interviewers and to ascertain from the employee any recent use of prescribed drugs or non-prescribed drugs, or any indirect exposure to drugs that may result in a positive test.

STEP 4: If the interviewers document cause, then the employee will be given the following option(s):

- a) The employee may resign or retire, if eligible, without penalty or prejudice.
- b) The employee can claim that he/she is not under the influence of alcohol or illegal drugs.

1. If there is no criminal investigation pending, the employee can admit there is cause for reasonable suspicion of alleged alcohol or substance abuse, and shall, within 24 hours, enroll in an Employee Assistance program (EAP).

STEP 5: If the employee chooses paragraph (b) in Step 4, the test procedures set forth in this Article 26 may be ordered by the Department Head or, in his absence, the ranking supervisor. A positive test shall result in the following discipline:

1. The first offense shall result in an immediate two (2) day suspension without pay.
2. Second offense shall result in an immediate five (5) day suspension without pay.
3. Third offenses shall result in immediate termination.
4. Violations of this article shall be removed from an employee's record after five (5) years from the date of the violation.

B. The employee shall have the right and shall not be denied the right to the presence of a Union Representative during any part of these procedures.

ARTICLE 26 - Effective Date

Section 1

This Agreement shall become effective on July 1, 2017 and shall remain in full force and effect through June 30, 2021.

Section 2

The signing of this Agreement shall preclude any further negotiations unless mutually agreed to by both parties and such mutual agreement to further negotiate shall be based on a decision reached independently by each party, and such decision shall not be subject to review by any third party whatsoever, including but not limited to, mediation and fact finding. Further, each party to this Agreement agrees not to subject each other to coercion, or use any other methods to attempt to abrogate this Agreement. However, this shall not preclude the processing of grievances as specified under this Agreement.

Signed:

President of the Board of Education

Union Representative for the Trades

Dated this ____ day of _____, 2021 at New Haven, CT

APPENDIX A- Wages

JOB TITLE	HOURLY RATE EFFECTIVE	HOURLY RATE EFFECTIVE	HOURLY RATE EFFECTIVE	HOURLY RATE EFFECTIVE	HOURLY RATE EFFECTIVE
	7-1-21	7-1-22	7-1-23	7-1-24	7-1-25
	2.25%	2.25%	2.75%	3%	3%
Electrician	38.07	38.93	40.00	41.20	42.43
Plumber	38.07	38.93	40.00	41.20	42.43
Steamfitter/HV AC Tech	38.07	38.93	40.00	41.20	42.43
Locksmith	38.07	38.93	40.00	41.20	42.43
Carpenter	38.07	38.93	40.00	41.20	42.43
Painter	38.07	38.93	40.00	41.20	42.43

APPENDIX B - Pension Provisions

ARTICLE I-- GENERAL INFORMATION

Section 1 - General Definitions

As used in this plan the following terms shall have the following meaning:

The Fund or said Fund means the City of New Haven, City Employees Retirement Fund;

The City or said City means the City of New Haven;

The Board of Finance, Treasurer and the City/Town Clerk mean, respectively, such Board or Officer of said City;

Eligible employee means any General Fund of the City of New Haven/New Haven Board of Education full time employee except an employee receiving benefits from or eligible for participation in any of the other pension or retirement funds of the City or the State of Connecticut;

Full time employee means any permanent employee who works twenty (20) hours or more hours per week;

Member of said Fund means an eligible employee who contributes to said Fund, or who has qualified for a disability annuity or a retirement benefit by reason of age and service;

Conditional member means a terminated employee who has ceased to contribute to the Fund but who has retained eligibility rights for a deferred pension;

He or his means "he" or "she" or "his" or "her", as may be appropriate.

The pay of a member means all compensation for services, but shall not include allowance for a motor vehicle or other transportation.

Said Board or the Board means the Retirement Board created pursuant to the provisions of this plan.

Section 2 - Retirement Fund: Assets. Administration

There is established a Fund to be known as the "City of New Haven, City Employees Retirement Fund" for the benefit of the members as defined in this plan. Said Fund shall consist of:

- (1) All appropriations, gifts, or bequests made to the Fund from public or private sources for the purpose for which said Retirement Fund is established;

- (2) All contributions by participating members; and
- (3) All assets of the Employees Retirement Fund of said City heretofore created by an Act approved April 28, 1937 and subsequent amendment thereof.

The Treasurer of said City shall be the Treasurer of said Fund. The Retirement Board shall be the trustee thereof, and have full control and management of all its securities and assets, with power to invest and reinvest the same in accordance with the provisions of the General Statutes governing the investment of Trust Funds. Said Board may appoint an incorporated bank or trust company doing business in said City as financial agent of said Board for such period as said Board may decide. Such appointee shall be, until otherwise ordered by said Board, the receiving and disbursing agent of said Board and said Fund. Said Board may turn over to such appointee the custody and possession of all or any part of the assets of said Fund to hold for and on account of said Board for such time as said Board may decide. For such services rendered by such Appointee reasonable compensation shall be approved by said Board and paid to such appointee out of income of said Fund. All annuities and all repayments under this plan, and under any amendments hereof, shall be paid from said Fund.

Section 3 - Retirement Board

The Retirement Fund shall be administered by a Retirement Board of seven (7) members as follows: The Mayor and Controller of said City, ex officio, three (3) persons appointed by the Mayor, and two (2) members of the Fund nominated and elected by members of the Fund (no more than one of which at any time shall be from the same Collective Bargaining Unit). The terms of appointed members of the Retirement Board shall be three (3) years, beginning on January first, the terms of one expiring at the end of each year. The terms of elected members of the Retirement Board shall be three (3) years, beginning on January first, said terms running concurrently. A member of the Retirement Board shall serve until his successor is named and has qualified, and the Mayor shall make such appointments to the Retirement Board as may be necessary to fill vacancies occurring during the term, except a vacancy in the positions of member representatives which shall be filled by the members of the Fund. No member of the Retirement Board shall incur any liability for any act done or omitted in the exercise of his duty, except due to his own willful misconduct and/or lack of good faith. The Retirement Fund shall indemnify and hold harmless each member of the Retirement Board for any and all claims or liabilities asserted against him by reason of his status as a member of the Retirement Board, except those claims or liabilities occasioned by his own willful misconduct and/or lack of good faith.

The Retirement Board shall submit annually to the Comptroller of New Haven a schedule of estimated appropriations of money necessary for the administration of this plan; and shall receive, control, manage and expend according to the provisions of this plan all of said Fund, including any monies contributed by employees; and shall invest and reinvest all of said Fund in accordance with the provisions of the General Statutes governing trust funds. Said Board shall determine the eligibility of a member of the Retirement Fund and his rights under this act; shall make bylaws and regulations not inconsistent with law for the administration of this plan; shall

hire and dismiss any employees necessary for the proper administration of this plan and fix their compensation and shall engage expert actuarial, legal, auditing, investment and medical service when, in the judgment of the Retirement Board, it shall be advisable.

Section 4 - Payment by City

The City of New Haven shall pay to the Retirement Board such amounts to fund the benefits provided by this Article as shall be determined by the Retirement Board based on sound actuarial principles. For each fiscal year the City's payments shall be a percentage of the estimated total payroll of all participating members of the Retirement Fund. The City's payment shall also include the total administrative and other expenses of the Retirement Fund for each year.

Section 5 - Annual Reports of Retirement Board

The Retirement Board shall report annually to the Board of Aldermen of the City on the condition of the Retirement Fund.

Section 6 - Exemption of Fund And Benefits From Taxation, Attachment, Execution, Etc.; Fund And Benefits Declared Unassignable

The right of any person under the provisions of this plan to any payment from said Fund, and said Fund itself, shall be exempt from any State, Municipal, transfer or inheritance tax and shall not be subject to attachment, garnishment or execution and shall be unassignable.

Section 7 - Limitations of Actions

No action for any amount due under the provisions of this plan shall be brought but within two years after the right of action accrues. Any person legally incapable of bringing an action when the right accrues may sue at any time within two years next after he becomes legally capable to institute suit. All amounts not claimed within said period shall remain absolutely a part of said Fund.

Section 8 - Effect of Workers Compensation

Any member receiving payments under the Worker's Compensation Act shall not, at the same time, receive an annuity provided by the Retirement Fund, except to the extent that such annuity for each month exceeds the Worker's Compensation benefit payable for the same month. If payment of an award or stipulation under the Worker's Compensation Act has been made and the time covered by such award or stipulation has ended, the member may thereafter receive annuities under the Retirement Fund to the extent that he is otherwise qualified to participate in the Retirement Fund at the time.

Section 9 - Accounts & Reserves

The Retirement Board shall maintain proper accounts and actuarial reserves for all benefits provided by this plan. These actuarial reserves shall include the following items:

- (1) A reserve to cover future payments on retirement annuities granted due to age and service;
- (2) A reserve to cover future payments on annuities granted due to disability;
- (3) A reserve to cover future payments of benefits granted to survivors; and
- (4) The balance representing the remainder of the accumulated contributions made by the members and by the City, to be held as a reserve for benefits accruing in future years in accordance with the provisions of this plan.

Section 10 - Actuarial Valuation

A complete valuation shall be made periodically (but at least bi-annually) by a qualified actuary in order to determine the amount of the reserve prescribed in Section 9 of this Article and the City's contributions prescribed in Sections 2 and 4 of this Article.

Section 11 - Membership Classification on

When a member's status changes from one Bargaining Unit to another he will automatically become covered by the provisions of the Bargaining Unit which covers his new classification and his years of Credited Service will not be broken or diminished by reason of such change.

Section 12 - Optional Transfer of Pension Credits in Event a Member Changes to, or from, Permanent Employment Covered By The Policemen And Firemen's Pension Fund

In the event of such change of employment within the City of New Haven the member can elect that the period of prior service for which he made contributions to the first Fund shall be included in determining the amount of his pension benefits under the second Fund to which he has transferred his participation. Such transfer of credits shall be contingent on a transfer of cash between the Funds equal to the actuarial reserve for his participating service in the first Fund, including both the employee's and the City's contributions therefore, and all rights to pension or other benefits under the first Fund will be terminated by such transfer.

Section 13 - Miscellaneous

- (a) In the event the Fund merges or consolidates with, or there is a transfer of assets or liabilities to any other Plan or Trust, each member would (if the Fund then terminated) receive a benefit immediately after the merger, consolidation or transfer which is equal to or greater than

the benefit he would have been entitled to receive immediately before the merger, consolidation or transfer (if the Fund had then terminated).

(b) Participation under the Fund will not give any member any right or claim except to the extent such rights are specifically fixed under the terms of the Fund and there are funds available therefore.

(c) If the Fund is terminated or if there shall be a complete discontinuance of the contributions under the Fund, the assets held in the Fund available for payment after provision for payment of all expenses of final liquidation or termination shall be allocated pursuant to the direction of the Board on the basis of actuarial valuations to the extent of the sufficiency of such assets for the purpose of providing retirement benefits determined by the Fund to have accrued under the Fund to the date of termination of the Fund. The allocation of the available assets in the Fund shall be in the manner and order described in the following paragraphs. If the amounts available shall be insufficient for a complete allocation in accordance with any paragraph, such amounts shall be allocated in a uniform manner to all persons in the group mentioned in such paragraph and no allocation shall be made under any subsequent paragraph.

(1) First, toward the payment of that portion of a member's benefit earned to date derived from his contributions (after reduction for annuity payments), whether to the contributing members, their survivors or beneficiaries.

(2) Second, an amount shall be allocated, which when added to the amount indicated in Paragraph 1, will be sufficient to provide retirement benefits to all persons who were receiving benefits on the date of termination of the Fund and members remaining in the employ of the City who have reached their normal retirement date.

(3) Third, an amount shall be allocated, which when added to the amount indicated in Paragraph 1, will be sufficient to provide retirement benefits for members still in the service of the City who were eligible to retire on an early retirement date.

(4) Fourth, an amount shall be allocated, which when added to the amount indicated in Paragraph 1, will be sufficient to provide benefits earned to date by those members who have earned 10 years Credited Service (but are not identified in Paragraphs 2 or 3).

(5) Fifth, amounts then remaining shall be allocated to provide benefits for all members not provided for above.

Amounts allocated in accordance with (1) through (5) above, may be applied in the discretion of the Board to provide benefits through the purchase of paid-up annuities on an individual or group basis, through allocation of reserves within the then existing Fund and/or under a separate trust instrument or through participation in any other retirement plan or by any combination of these media or other means.

ARTICLE II PROVISIONS OF THE RETIREMENT PLAN APPLICABLE TO TRADES EMPLOYEES

Section 1 - Definitions

As used in this Article, the following terms shall have the following meanings:

Trades Union means all of those employees of the City of New Haven Board of Education represented by Local 24, United Brotherhood of Carpenters and Joiners of America; Local 186, Brotherhood of Painters and Allied Trades; Local 90, International Brotherhood of Electrical Workers, and Local 777, United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada (collectively "Trades Unions") hired prior to January 1, 2010.

Eligible employees holding positions under new classifications, which shall come under the category of Trades Union covered employees in the future or any other Trades Union employees hired after January 1, 2010 shall not accrue the terms and benefits of this Article or otherwise be eligible for such benefits. Rather, such employees shall be eligible for the MERF pension plan administered by the State of Connecticut.

Section 2 - Determination of Contributions of Participating Members

The rate of contributions shall be nine- and one-half percent (9.5%) effective July 1, 2006 and ten percent (10%) effective July 1, 2018., said percentage to be deducted from each eligible participating member's pay and transmitted to said Board. Computation of the average rate for use in determining benefits under this Article shall be based on such member's basic rate of pay except that total earnings including overtime, if greater, will be used for any year when such member's contributions were based on such larger amount.

Section 3 - Provision for Refund of Contributions or Deferred Pensions for Members Withdrawing from Service: Provision for Refund of Contributions Upon Death of Member with No Qualified Survivors: Recovery from Disability

Withdrawal of contributions of a member shall not be permitted except in the event of discontinuance of employment. In the event of such discontinuance, the Retirement Board shall pay, upon request, to the member or to his representative, designated or otherwise, an amount equal to his total contributions to the Retirement Fund. Even if no such request is made, in the event of such discontinuance before the member has earned ten (10) or more years of Credited Service, the Retirement Board, in its sole discretion, may pay to the member, or to his representative, designated or otherwise, an amount equal to his total contributions to the Retirement Fund.

In the event of such discontinuance after ten (10) or more years of Credited Service, and provided he does not qualify for greater benefits under the provisions of Section 6, any terminating member who does not request a refund of his contributions will be retained as a conditional

member and will be eligible for a deferred pension commencing when he attains age sixty-five (65) or upon such earlier date as may be elected by the member pursuant to Section 6 (g). Such deferred pension shall be for an amount determined as two percent (2%) of the conditional member's average rate of pay averaged over those five (5) years of service producing the highest average, for each year of Credited Service, subject to a maximum of seventy percent (70%) of such average rate of pay and reduced as provided in Section 6 (g), if applicable. Such conditional member and his survivors will not be eligible for any disability, survivorship or other benefits which are provided for non-conditional members by other Sections of this Article. Any changes in his benefits and/or eligibility requirements for such benefits prescribed in this paragraph which are adopted after a conditional member has discontinued his employment with the City shall not apply to such conditional member.

In the event of a member's or a conditional member's death, the Retirement Board shall pay to his beneficiary, or to his estate if no named beneficiary is surviving, an amount equal to the excess, if any, of his total contributions over the total of any annuity payments made to him.

In the event that a member is survived by a widow, widower or child or children under age eighteen (18), the Retirement Board shall, in lieu of such repayment of contributions, pay the survivorship benefits provided in Section 8 of this Division. If the total benefit payments to such member and his surviving widow or widower and children shall be less than the amount of his total contributions, the amount of any excess shall be paid to the legal representative of the last survivor who received benefits.

A member whose disability benefits are terminated by reason of the member's recovery shall be entitled to the benefit of this Section, without regard to the amount of his Credited Service. Notwithstanding anything in this Section to the contrary, the Retirement Board shall not have the authority to pay any such member the amount of his total contributions to the Retirement Fund except upon such member's request.

Section 4 - Eligibility for Retirement

- (a) Any member who has completed ten (10) years of Credited Service for the City shall be eligible for retirement according to the provisions of this Article at the age of sixty-five (65) years
- (b) Any member the sum of whose age and years of Credited Service for the City equals or exceeds eighty (80), or in the case of members with less than ten years of service (including new hires) as of July 1, 2010, equals or exceeds eighty-five (85) and is at least sixty-two (62) years of age, shall be eligible for retirement according to the provisions of this Article.
- (c) Any member who has completed ten (10) years of Credited Service for the City shall be eligible for retirement on account of disability according to the provisions of Section 5.
- (d) "Credited Service" for the purposes of this Article, shall mean that number of full and fractional years (calculated on a daily basis) with respect to which a member's pay is reduced by the amounts provided in Section 2.

(e) Notwithstanding anything contained herein to the contrary, in the event a member separates from the City's service and receives a refund of his contributions pursuant to Section 3, the member's Credited Service shall include only those full and fractional years (calculated on a daily basis) occurring after the latest such refund, with respect to which the member's pay is reduced by the amounts provided in Section 2, unless:

- (1) The member, within six (6) months of his return to the City's service, requests a reinstatement of his Prior Credited Service, if any;
- (2) The member's Prior Credited Service calculated as of the date of the latest refund exceeds the number of full and fractional years (calculated on a daily basis) falling between the date the member last separated from the City's service and the date first following such separation on which the member contributed to the Fund pursuant to Section 2;
- (3) The member repays the latest refund together with three percent (3%) interest compounded annually; and
- (4) The member passes such medical examination as the Retirement Board, in its sole discretion, shall prescribe. The Retirement Board shall have the sole discretion to determine whether the member has passed such medical examinations, and its decision shall be final and conclusive on all parties.

In the event a member satisfies all of the foregoing conditions, his Credited Service shall consist of those full and fractional years (calculated on a daily basis) occurring after the latest such refund with respect to which the member's pay is reduced by the amounts provided in Section 2 plus his Prior Credited Service.

For purposes of this Section, the term Prior Credited Service shall mean those full and fractional years (calculated on a daily basis) with respect to which the latest refund was made.

(f) "Credited Service" shall also include those full and fractional years (calculated on a daily basis) during which a member received a disability benefit, provided such member recovers from such disability, is rehired by the City and thereafter earns at least five (5) years of Credited Service.

Section 5 - Disability Annuities

Any member of the Retirement Fund who, after ten (10) years of Credited Service for the City, is permanently disabled from performing duties of the nature required by his job; or, irrespective of the duration of his employment, suffers such a disability which is shown to the satisfaction of the Board to have arisen out of or in the course of his employment by the City, as defined in the Worker's Compensation Act, shall be entitled to an annuity in an amount determined in Section 6; provided satisfactory proof of such disability shall be submitted to the Retirement Board. In

the event an employee is separated from service pursuant to the City's Worker's Compensation Return to Work II program, that employee shall be considered disabled as a result of his/her employment with the City of New Haven. As such, the employee shall be automatically eligible for a disability annuity, provided the employee meets all other requirements.

The Retirement Board shall cause examinations to be made by at least two (2) impartial medical examiners to initially verify the existence of such disability.

The Retirement Board may, from time to time, call for similar medical evidence that the member continues to be permanently disabled. Such member shall be required to submit himself to any medical examination requested by the Retirement Board. If the Retirement Board, upon competent medical evidence, concludes that the disability for which the member is receiving an annuity no longer exists, such Board shall thereupon order a discontinuance of all such annuities payable to such member, effective on the date which is ninety (90) days after the Board concludes that the disability no longer exists. Each member whose benefits are terminated in accordance with this paragraph shall, regardless of the number of his years of Credited Service, thereafter be entitled to those benefits provided in the second paragraph of Section 3..

Disability annuity benefits shall be subject to the conditions set forth in Section 7.

Section 6 - Retirement and Disability Benefits

(a) For employees retiring by reason of age and service, the Retirement Board shall pay to each eligible member an annuity for life in an amount determined as two percent (2%) of the member's average annual rate of pay averaged over those five (5) years of service producing the highest average, for each year (or fraction) of Credited Service; provided such annuity shall not exceed seventy percent (70%) of his average annual rate of pay averaged over those five (5) years of service producing the highest average. Such annuity shall be paid monthly at the rate of one-twelfth of the annual amount so determined. A minimum annual pension of two thousand dollars (\$2,000.00) or seventy percent (70%) of the employee's annual rate of pay at the time of his retirement, whichever is smaller, is hereby established for present and future annuities.

(b) For employees retiring by reason of disability arising out of and in the course of employment as defined in the Worker's Compensation Act, the Retirement Board shall pay to each eligible member an annuity for life in an amount determined as two percent (2%) of the member's average annual rate of pay averaged over those five (5) years of service producing the highest average, for each year (or fraction) of Credited Service; provided such annuity shall not exceed seventy percent (70%) of his average annual rate of pay averaged over those five (5) years of service producing the highest average. Such annuity shall be paid monthly at the rate of one-twelfth of the annual amount so determined. A minimum annual pension of two thousand dollars (\$2,000.00) or seventy percent (70%) of the employee's annual rate of pay at the time of his retirement, whichever is smaller, is hereby established for present and future annuities. This disability annuity benefit shall be subject to the conditions set forth in Section 7.

(c) For employees retiring by reason of disability arising after the completion of ten (10) years of Credited Service which is not a result of any pre-existing medical condition at date of employment, provided such disability was not incurred as a result of any other gainful employment, the Retirement Board shall pay to each eligible member an annuity for life in an amount determined as two percent (2%) of the member's average annual rate of pay averaged over those five (5) years of service producing the highest average, for each year (or fraction) of Credited Service; provided such annuity shall not exceed seventy percent (70%) of his average annual rate of pay averaged over those five (5) years of service producing the highest average. Such annuity shall be paid monthly at the rate of one-twelfth of the annual amount so determined. A minimum annual pension of two thousand dollars (\$2,000.00) or seventy percent (70%) of the employee's annual rate of pay at the time of his retirement, whichever is smaller, is hereby established for present and future annuities. Any pension payable by reason of such disability shall not be less than one-half of the member's annual rate of pay at the time of disability. This disability annuity benefit shall be subject to the conditions set forth in Section 7.

(d) For employees retiring by reason of disability arising after completion of ten (10) years of Credited Service which is a result of a pre-existing medical condition at the date of employment, provided such disability was not incurred as a result of any other gainful employment, the Retirement Board shall pay to each eligible member an annuity for life in an amount determined as two percent (2%) of the member's average annual rate of pay averaged over those five (5) years of service producing the highest average, for each year (or fraction) of Credited Service; provided such annuity shall not exceed seventy percent (70%) of his average annual rate of pay averaged over those five (5) years of service producing the highest average. Such annuity shall be paid monthly at the rate of one-twelfth of the annual amount so determined. A minimum annual pension of two thousand dollars (\$2,000.00) or seventy percent (70%) of the employee's annual rate of pay at the time of his retirement, whichever is smaller, is hereby established for present and future annuities. This disability annuity benefit shall be subject to the conditions set forth in Section 7.

(e) Any member who is not eligible to receive a normal retirement or disability benefit under the provisions of this Section and who, after reaching the age of fifty five years and being a member of the Retirement Fund at the time, and after at least fifteen (15) years of Credited Service, is obligated to retire involuntarily from such service, which involuntary retirement is not due to malfeasance or misfeasance in office, shall receive an annual retirement benefit equal to forty percent (40%) of his average annual rate of pay averaged over those five (5) years of service producing the highest average, plus two percent (2%) of his average annual rate of pay averaged over those five (5) years of his service producing the highest average, for each full or fractional year of Credited Service in excess of fifteen (15) years but in no event more than fifty percent (50%) of his average annual rate of pay for said five (5) years of his service. This provision shall apply to any person retired on or after July 1, 1997, provided such person makes written application to the Retirement Board within one year after such involuntary retirement.

(f) Early retirement option: Any (i) active member, or (ii) conditional member having ten (10) or more years of Credited Service, or (iii) member whose disability benefits are terminated by reason of his recovery, may elect early retirement on any date which is ten (10) or fewer years

prior to the date on which he would first become eligible for normal retirement as prescribed in subsections (a) or (b) of Section 4, or subsection (e) of this section 6, in the case of an active member; or would have become eligible for normal retirement as prescribed in subsection (a) of Section 4 in all other situations covered by this Section had he remained in the City's employ. In such event his annuity, as determined by subsection (a) of this Section or Section 3, as the case may be, shall be reduced in amount by two (2%), or three and one-half percent (3.5%) for members with less than ten (10) years of service (including new hires) as of July 1, 2010, percent for each full year by which his early retirement date precedes the earliest eligibility date for normal retirement as prescribed in subsections (a) or (b) of Section 4, in the case of an active member, or subsection (a) of Section 4 in all other situations covered by this Section, with a further proportionate reduction for any fraction of a year.

Section 7 - Additional Conditions for All Disability Annuities

Any disability annuity which is approved by the Retirement Board shall be subject to adjustment on account of the member's earnings from employment or self-employment of any kind, and his pension shall be discontinued unless he files with the Retirement Board annually before April 30th, a sworn statement of such earnings for the preceding calendar year as shown in his federal income tax return. The reduction in his disability annuity shall equal fifty (50%) percent of any excess of his earnings in the preceding calendar year over six thousand eight hundred dollars (\$6,800.00), but in no event shall such reduction exceed the amount of disability annuity paid for the period during which such excess earnings were earned. Such deduction shall be spread evenly over twelve (12) months, starting with the payment due on April 30th. No such adjustments for earnings shall be made after the disabled member attains the age of sixty-five. For any one of these members whose period of credited membership shall have commenced after his fortieth birthday, the amount payable as a disability annuity (before adjustment for earnings) shall be limited to a percentage of his annual rate of pay at the time of disability; this percentage is to be determined by multiplying two percent (2%) by the number of years of membership which he could have accumulated up to his sixty fifth birthday if he were able to continue his employment for the City until that date.

Section 8 - Survivorship Benefits

(a) Upon the death of a member who has participated in the Retirement Fund for a period of not less than six (6) months or who had been retired by reason of age and service, or by reason of disability, there shall be paid to or on account of his surviving child or children under eighteen years of age, and to his widow or widower, monthly benefits consistent with the following table:

MONTHLY BENEFIT						
			Widow Or			
		Widow Or	Widower			Three Or
Average	Widow Or	Widower	And Two		Two	More
Annual	Widower	And One	Or More		Children	Children
Pay	Only	Child	Children	One Child	Children	Children
\$2,400	\$130	\$200	\$200	\$70	\$140	\$200
3,000	140	225	250	85	170	250
3,600	150	250	300	100	200	300
4,200	160	270	320	110	220	320
4,800	170	290	340	120	240	340
5,400	180	310	360	130	260	360
6,000	190	330	380	140	280	380
6,600	195	345	400	150	300	400
7,200	200	360	420	160	320	420
7,800	200	370	440	170	340	440
8,400	200	375	460	175	350	460
9,000	200	380	480	180	360	480
9,600	205	390	500	185	370	500
10,200	210	400	525	190	380	525
10,800	215	410	550	195	390	550
11,400	220	420	575	200	400	575
12,000	225	430	600	205	410	600
12,600	230	440	625	210	420	625
13,200	235	450	650	215	430	650
13,800	240	460	675	220	440	675
14,400	245	470	700	225	450	700
15,000	250	480	725	230	460	725
15,600	255	490	750	235	470	750
16,200	260	500	775	240	480	775
16,800	265	510	800	245	490	800

In the event that payments are made pursuant to this Section to surviving children under eighteen years of age who are represented by more than one legal guardian, such payments shall be apportioned among such guardians in proportion to the number of children represented by each guardian, respectively.

(b) "Average Annual Pay" as used in computing survivorship benefits shall mean the average annual rate of pay received by the deceased member averaged over those five (5) years of service producing the highest average, or the duration of such service if less than five (5) years, subject

to a maximum of sixteen thousand and eight hundred dollars (\$16,800.00) for such average annual pay.

(c) Upon the death of a member who has completed ten (10) years of Credited Service for the City or who has qualified for a disability annuity or a retirement benefit by reason of age and service, a minimum monthly benefit will be paid to his qualified survivors if greater than the amount determined from the benefit table above. Said minimum monthly benefit shall be equal to fifty percent (50%) of the amount of the monthly annuity to which the member would have been entitled if he had been permanently disabled on the date of his death, or fifty percent (50%) of the amount of his actual monthly annuity in the case of a member who has been receiving retirement or disability benefits from the Fund.

(d) In order to qualify for benefits under this Section a widow or widower must have been married to the deceased member at the time of his death and if such member had been retired due to age and service or disability must have been married to him at the time of retirement. Proof of dates of birth of the children must be submitted before payments of benefits under this Section.

(e) These benefits in Section 8 shall no longer apply should such widow or widower remarry. In such cases he shall receive only such benefits as are payable to his children alone.

(f) Effective July 1, 1986, any employee who dies while still employed, the widow benefit shall be calculated by treating said deceased employee as if they had retired on the date of death and then giving the widow or widower 50% of what the pension would have been.

Section 9 - Requirements For Participation

(a) Any person who becomes an eligible employee of the City shall be required to participate in the Retirement Fund; provided no person who becomes an eligible employee on or after his sixtieth (60) birthday may participate in the Retirement Fund.

(b) Each eligible employee shall, upon entering service, submit to such medical examinations as the Retirement Board shall by regulation or by law provide in order to determine whether the eligible employee is then permanently disabled from performing duties of the nature required by his job and for use by the Retirement Board in evaluating future claims for disability. In the event any such employee refuses to submit to any such medical examination he shall bear the burden of proving by clear and convincing evidence that he is entitled to a disability benefit.

Section 10 - Benefits For Periods Of Military Service

In determining benefits under Sections 6 and 7, credit shall be given for periods of military service in World War II, the Korean War or the Vietnam War subject to the following conditions: Any member who, after October 15, 1940, entered any branch of the armed forces of the United States or any service auxiliary thereto, or any civil emergency defense employment pursuant to requisition by the Federal or State Government, or any member who shall enter such services while the United States is at war, and who has been or shall be re-employed by the City within

six (6) months after the termination of such military service, shall qualify for credit for his period of military service, provided he resumes his participation in the Retirement Fund, with an effective date antedating his entry into such service.

Section 11 - Preservation Of Benefits Paid Under Previous Acts

The provisions of this Article shall not affect the benefits already in course of payment in accordance with the provisions of previous acts.

Section 12 - Future Cost-Of-Living Adjustments

Annually on each July 1, the monthly payments on those service annuities, disability annuities and survivors benefits on which at least eighteen (18) monthly payments have been made will be increased, or decreased, for changes in the cost-of-living as indicated by the Federal Consumer Price Index, Urban Wage Earners and Clerical Workers, All Cities, (CPI-W). For this purpose the Retirement Board will determine an adjustment percentage for each July 1, by relating such index for the full calendar year prior to such July 1 to that for the next preceding full calendar year, but such adjustment percentage shall be limited to a maximum of one hundred three percent (103%) and to a minimum of ninety seven percent (97%); further, no adjustment will be made where increase or decrease for the year is less than one-quarter (1/4) of one percent. However, the monthly benefit originally provided for a retired member or for a survivor shall never be reduced because of the accumulative effect of all cost-of-living adjustments. Notwithstanding the foregoing, the annual increase shall not exceed two percent (2.0%) for any members who do not have at least twenty (20) years of service as of October 3, 2014; further, the maximum aggregate lifetime increase shall not exceed twenty percent (20%) for employees with greater than ten years of service as of July 1, 2010 but less than 20 years of service as of October 3, 2014; and shall not exceed fifteen percent (15%) for members with less than ten (10) years of service (including new hires) as of July 1, 2010.

- A. Upon retirement, a member may elect to forego the benefits provided by this section in exchange for a buyout of all future cost of living adjustments (COLAs) at a rate of forty percent (40%) of the actuarial value of the benefit.

Section 13 - Sick Leave Buy Back

The members of the Trades Union shall be entitled to a sick leave buy back. Thereafter, no sick leave buybacks shall be allowed. Such buyback shall be handled as follows:

- (1) For each 30 days of accumulated sick time relinquished by the employee, he/she shall receive one full year of credited service.
- (2) The maximum amount of sick time that may be exchanged is 150 days, so that the maximum number of years of credited service which an employee may receive will be five (5) years.

(3) The exchange of the accumulated sick time must be in exact blocks of 30 (i.e., 30, 60, 90, 120, 150). For example, if an employee has 95 days of accumulated sick leave, he/she may exchange 90 sick days for (3) full years of credited service.

(4) By exchanging their accumulated sick leave, employees may not receive more credited service than the maximum amount of credited service currently allowable under the pension plan.

APPENDIX C - Medical Benefit Matrix

Local 90 - Matrix Proposal 6/2/17

Benefit	Century Preferred PPO-2016	Bluecare POE-2016	Bluecare 30/35 POE	Lumenos HDHP-2016 with H.S.A.
Cost Shares	In Network services subject to copays Out-of- Network services subject to deductible and coinsurance Copay-\$15 EPHC PCP Other PCP provider \$25 \$30 Specialist OV \$150 Emergency Room/Ambulatory Services \$100/Urgent Care \$100 \$200 Outpatient Surgery, \$250 Hospital Admission \$75 High Cost Diagnostic up to \$375 maximum Lifetime Max. In/Out Network-Unlimited	In Network Services Only Subject to Copays Copay-\$15 EPHC PCP Other PCP provider \$25 \$30 Specialist OV \$150 Emergency Room/Ambulatory Services \$100/Urgent Care \$100 \$200 Outpatient Surgery, \$250 Hospital Admission \$75 High Cost Diagnostic up to \$375 maximum Lifetime Maximum In Network-Unlimited	In Network Services Only Subject to Copays Copay-\$30 PCP Office Visit \$35 Specialist OV \$150 Emergency Room/Ambulatory Services \$100 \$200 Outpatient Surgery, \$500 Hospital Admission \$75 High Cost Diagnostic up to \$375 maximum Lifetime Maximum In Network-Unlimited	\$2,000 Ind /\$4,000 family shared in and out of network covered at 90% after deductible in network covered at 60% after deductible out of network \$4,000/\$8,000 cost share maximum in network (As of July 1, 2016 no one member of a family plan will have out of pocket cost exceeding \$6850) \$6,000/\$12,000 cost share maximum out of network Lifetime Max. In/Out Network-Unlimited
Out of Network Benefit	OON Network Deductible-\$2000/4000 Coinsurance-20% Out of Pocket Maximum-\$6000/\$12000 Lifetime Max. In/Out Network-Unlimited	No Out of Network Benefits Members Must Use the Bluecare Provider Network to Receive Payment on Services Lifetime Maximum for In network Services is Unlimited	No Out of Network Benefits Members Must Use the Bluecare Provider Network to Receive Payment on Services Lifetime Maximum for In network Services is Unlimited	OON Network Deductible shared with In network-\$2000/4000 Coinsurance-60%/40% Out of Pocket Maximum-\$10,000/\$20,000 Lifetime Max. In/Out Network-Unlimited
Out of State Benefit	Uses the National Network and Bluecard PPO	Out of State Benefits are Covered Only in an Emergency or Urgent Situation	Out of State Benefits are Covered Only in an Emergency or Urgent Situation	Uses the National Network and Bluecard PPO
In State Network	Uses the Cent. Preferred PPO Network for In-Network Services Benefits for any other providers would be an Out of Network Benefit	Members Must Use the Bluecare POE Provider Network to Receive Payment on Services	Members Must Use the Bluecare POE Provider Network to Receive Payment on Services	Uses the Cent Preferred PPO Network for In-Network Services Benefits for any other providers would be an Out of Network Benefit

APPENDIX C - Medical Benefit Matrix

Local 90 - Matrix Proposal 6/2/17

Benefit	Century Preferred PPO-2016	Bluecare POE-2016	Bluecare 30/35 POE	Lumenos HDHP-2016 with H.S.A.
PREVENTIVE CARE	All Preventive services are provided in accordance with guidelines established by Health Care Reform			
Pediatric	No Copay 7 exams Birth to One 7 exams 1-5 years 5 -22 years-Preventative exams allowed once a year	No Copay 7 exams Birth to One 7 exams 1-5 years 5 -22 years-Preventative exams allowed once a year	No Copay 7 exams Birth to One 7 exams 1-5 years 5 -22 years-Preventative exams allowed once a year	Deductible Waived-No Copay 7 exams Birth to One 7 exams 1-5 years 5 -22 years-Preventative exams allowed once a year
Adult	No Copay 22 and over-Preventative exams allowed once a year	No Copay 22 and over-Preventative exams allowed once a year	No Copay 22 and over-Preventative exams allowed once a year	Deductible Waived-No Copay 22 and over-Preventative exams allowed once a year
Immunizations	Per Healthcare Reform guidelines			
Gynecological / Obstetrics	\$0 Copay for annual exam \$30 Copay Maternity-First Visit Only	\$0 Copay for annual exam \$30 Copay Maternity-First Visit Only	\$0 Copay for annual exam \$35 Copay Maternity-First Visit Only	Per Healthcare Reform guidelines Deductible waived-\$0 Copay for annual exam 10% after deductible for maternity
Mammography	Age 35-39 Base Line Screening 40 and over once a year (Add'l Exams Available if Recommended by Doctor)	Age 35-39 Base Line Screening 40 and over once a year (Add'l Exams Available if Recommended by Doctor)	Age 35-39 Base Line Screening 40 and over once a year (Add'l Exams Available if Recommended by Doctor)	Age 35-39 Base Line Screening 40 and over once a year (Add'l Exams Available if Recommended by Doctor)
Hearing	No Copay (once every 2 calendar years)	No Copay (once every 2 calendar years)	No Copay (once every 2 calendar years)	No Copay (once every 2 calendar years) Deductible Waived
Vision-(See also BVV rider fact sheet for additional vision benefits)	No Copay (once every 2 calendar years)	No Copay (once every 2 calendar years)	No Copay (once every 2 calendar years)	No Copay (once every 2 calendar years) Deductible Waived

APPENDIX C - Medical Benefit Matrix

Benefit	Century Preferred PPO-2016	Bluecare POE-2016	Bluecare 30/35 POE	Lumenos HDHP-2016 with H.S.A.
MEDICAL SERVICES				
Medical office visits	PCP Designation-Members must designate a PCP for subscribers and dependents \$15 Copay EPHC PCP \$25 Other PCP Provider \$30 Specialist	PCP Designation-Members must designate a PCP for subscribers and dependents \$15 Copay EPHC PCP \$25 Other PCP Provider \$30 Specialist	PCP Designation-Members must designate a PCP for subscribers and dependents \$30 Copay PCP \$35 Specialist	PCP Designation-Members must designate a PCP for subscribers and dependents 10% after deductible up to out of pocket maximum
Physical or Occupational Therapy	EPHC (Enhanced Personal Healthcare Providers)-These providers have committed to providing enhanced care in terms of managing your overall health			
Speech Therapy	\$30 Copay 30 Combined Visits for pt, ot st 20 visit for chiro-prior auth is required on p/ot	\$30 Copay 30 Combined Visits for pt, ot st 20 visit for chiro-prior auth is required on p/ot	\$35 Copay 30 Combined Visits for pt, ot st 20 visit for chiro-prior auth required on p/ot	10% after deductible 60 Combined Visits for pt, ot st 12 visit for chiro-prior auth is required on p/ot
Chiropractic Services	\$30 Copay 30 Combined Visits for pt, ot st 20 visit for chiro-prior auth is required on p/ot	\$30 Copay 30 Combined Visits for pt, ot st 20 visit for chiro-prior auth is required on p/ot	\$35 Copay 30 Combined Visits for pt, ot st 20 visit for chiro-prior auth is required on p/ot	10% after deductible 60 Combined Visits for pt, ot st 12 visit for chiro-prior auth is required on p/ot
Allergy Services	\$30 Copay 80 visits in 3 years	\$30 Copay 80 visits in 3 years	\$35 Copay 80 visits in 3 years	10% after deductible up to out of pocket maximum unlimited
Diagnostic, Lab & X-ray	Covered High Cost Diagnostic (MRI, MRA, CAT, CTA, PET, Spect) requires prior auth and a \$75 copay per service up to a \$375 calendar year maximum	Covered High Cost Diagnostic (MRI, MRA, CAT, CTA, PET, Spect) requires prior auth and a \$75 copay per service up to a \$375 calendar year maximum	20% after deductible up to out of pocket maximum High Cost Diagnostic (MRI, MRA, CAT, CTA, PET, Spect) requires prior auth and a \$75 copay per service up to a \$375 calendar year maximum	10% after deductible up to out of pocket maximum
Outpatient Mental Health & Substance Abuse	\$25 Copay Unlimited Visits Prior auth required	\$25 Copay Unlimited Visits Prior auth required	\$35 Copay Unlimited Visits Prior auth required	10% after deductible up to out of pocket maximum Unlimited Visits Prior auth required
EMERGENCY CARE				
Emergency Room	\$150 Copay (waived if admitted)	\$150 Copay (waived if admitted)	\$150 Copay (waived if admitted)	10% after deductible up to out of pocket maximum
Urgent Care	\$100 Copay	\$100 Copay	\$75 Copay	10% after deductible up to out of pocket maximum
Walk-In Centers	\$25 Copay	\$25 Copay	\$30 Copay	10% after deductible up to out of pocket maximum
Ambulance	Unlimited for Land and Air	Unlimited for Land and Air	Unlimited for Land and Air	10% after deductible up to out of pocket maximum

APPENDIX C - Medical Benefit Matrix

Local 90 - Matrix Proposal 6/2/17

Benefit	Century Preferred PPO-2016	Bluecare POE-2016	Bluecare 30/35 POE	Lumenos HDHP-2016 with H.S.A.
INPATIENT HOSPITAL- Inpatient-General / Medical / Surgical / Maternity (Semi- Private)	All Hospital Admissions Require Pre-Cert \$250 Per Admission Copay	All Hospital Admissions Require Pre-Cert \$250 Per Admission Copay	All Hospital Admissions Require Pre-Cert \$500 Per Admission Copay	All Hospital Admissions Require Pre-Cert 10% after deductible up to out of pocket maximum
Ancillary Services- Medications and Supplies	Covered	Covered	Covered	10% after deductible up to out of pocket maximum
Mental Health	\$250 Copay Per Admission Copay Unlimited Days	\$250 Copay Per Admission Copay Unlimited Days	\$500 Copay Per Admission Copay Unlimited Days	10% after deductible up to out of pocket maximum Unlimited Days
Substance Abuse	\$250 Per Admission Copay Unlimited Days	\$250 Per Admission Copay Unlimited Days	\$500 Per Admission Copay Unlimited Days	10% after deductible up to out of pocket maximum Unlimited Days
Rehabilitative Services	\$250 Per Admission Copay 60 Days Per Calendar Year	\$250 Per Admission Copay 60 Days Per Calendar Year	\$500 Per Admission Copay 60 Days Per Calendar Year	10% after deductible up to out of pocket maximum 100 Days Per Calendar Year
Skilled Nursing Facility	\$250 Per Admission Copay 120 Days Per calendar Year	\$250 Per Admission Copay 120 Days Per calendar Year	\$500 Per Admission Copay 120 Days Per calendar Year	10% after deductible up to out of pocket maximum 100 Days Per Calendar Year
Outpatient Surgery (Facility Charges)	Prior Authorization Required \$200 Copay Ambulatory surgery - \$100	Prior Authorization Required \$200 Copay Ambulatory surgery- \$100	Prior Authorization Required \$200 Copay Ambulatory surgery (in a hospital setting) \$100	Prior Authorization Required 10% after deductible up to out of pocket maximum
Pre-Admission Testing	Covered	Covered	Covered	10% after deductible up to out of pocket maximum
Diagnostic Lab & X-Ray	Covered High Cost Diagnostic (MRI, MRA, CAT, CTA, PET, Spect) requires prior auth and a \$75 copay per service up to a \$375 calendar year maximum	Covered High Cost Diagnostic (MRI, MRA, CAT, CTA, PET, Spect) requires prior auth and a \$75 copay per service up to a \$375 calendar year maximum	Covered High Cost Diagnostic (MRI, MRA, CAT, CTA, PET, Spect) requires prior auth and a \$75 copay per service up to a \$375 calendar year maximum	Prior Authorization Required 10% after deductible up to out of pocket maximum

APPENDIX C - Medical Benefit Matrix

Local 90 - Matrix Proposal 6/2/17

Benefit	Century Preferred PPO-2016	Bluecare POE-2016	Bluecare 30/35 POE	Lumenos HDHP-2016 with H.S.A.
OTHER SERVICES				
Durable Medical Equipment (Including Prosthetics)	Covered at 100%	Covered at 100%	Covered at 100%	10% after deductible up to out of pocket maximum
Home Health Care	Covered 200 Visits OON-\$50 Deductible & 20% Coinsurance	Covered 200 Visits	Covered 200 Visits	10% after deductible up to out of pocket maximum 100 Days Per Calendar Year
Hospice	Covered	Covered	Covered up to Last 6 Months of Life	10% after deductible up to out of pocket maximum
Acupuncture	\$30 Copay	\$30 Copay	Not Covered	10% after deductible up to out of pocket maximum
Orthotics	Not Covered	Not Covered	Not Covered	Not Covered
TMJ	Not Covered	Not Covered	Not Covered	Not Covered
Gastric Bypass	Covered	Covered	Not Covered	10% after deductible up to out of pocket maximum
Infertility	\$30 Office Visit Copay State Mandate Level-Prior Auth required Some Restrictions May Apply	\$30 Office Visit Copay State Mandate Level-Prior Auth required Some Restrictions May Apply	\$35 Office Visit Copay State Mandate Level-Prior Auth required Some Restrictions May Apply	10% after deductible up to out of pocket maximum State Mandate Level-Prior Auth required Some Restrictions May Apply
Prescriptions				
Generics	\$5	\$5	\$15	After deductible, \$5
Formulary Brand	\$30	\$30	\$30	After deductible, \$30
Non-formulary Brand	\$50	\$50	\$45	After deductible, \$50
Mail Order (up to 90 day supply)	\$10	\$10	\$15	After deductible, \$10
Generic Formulary Brand	\$60	\$60	\$60	After deductible, \$60
Formulary Brand	\$100	\$100	\$90	After deductible, \$100
Non-formulary Brand	Mandatory Mail Order Mandatory Generic Step Therapy Prior Authorization Quantity Limits			
Mandatory Specialty	With Half Fill program			

City of New Haven Preventive Health Program

Objective

The City of New Haven is seeking to develop an employee incentive program that encourages their member population to obtain appropriate preventive care screenings, recommended by age and gender, in an effort to promote healthier lifestyles and enable members and providers to identify potential health issues that may impact the quality of life for the member and require immediate treatment planning.

Overview of Program

A. PCP Designation

Members must designate a PCP for self and spouse*

- a. EPHC PCPs provide member with lower office visit copay
- b. Non-EPHC PCPs: Standard member copay amount

**Please note, PCP designation can be entered on the application at the time of enrollment in the members health plan option*

B. Preventive Health Measures

Members are encouraged to comply with specific preventive health measures:

<u>Preventive Screening/Service</u>	<u>Age/Gender</u>	<u>Frequency</u>
Preventive Screening	18 +; Male and Female	Annual
Glucose Screening	18+ Male and Female	Annual
Cervical Cancer Screening	21 + Female	Every 3 years
Dental Cleaning	All ages; Male and Female	Annual
Breast Cancer Screening	40+; Female	Baseline at age 40
Colorectal Cancer Screening	50+; Male and Female	Baseline at age 50
Prostate Cancer (PSA)	50+; Male	Baseline at age 50

C. Chronic Health Conditions Compliance

Members with the following chronic health conditions who are identified to participate in Anthem's ConditionCare disease management program, must actively participate in program:

- Asthma
- Diabetes
- COPD
- CAD
- Heart Failure

APPENDIX D - Health Incentive Program

HIP PROGRAM DETAILS

Under the Health Incentive Plan (HIP) the member will be required to:

1. Designate a PCP, each covered individual will have to identify a doctor as their personal physician with Anthem.
2. Have the recommended preventative screenings and/or physical examination with a physician as is age and gender appropriate
 - Annual Biometric screenings, BMI, glucose, blood pressure & cholesterol (for most members this is part of the annual physical)
 - Cervical cancer screening for females over 21 every 3 years
 - Baseline mammogram for females over 40
 - Baseline colonoscopy for all after 50
 - Prostate screening for males over 50
 - At least one routine dental checkup and cleaning annually
3. Chronic Health Compliance – members who have been identified with certain chronic health conditions must participate in the ConditionCare Disease Management program. Compliance is based solely on participation, for example, does the member take the phone call from the nurse case manager who will monitor medication usage and the like. It is not based on any clinical outcome.

More particularly, members are identified based on clinical data by Anthem, and then they are contacted by a case manager from Anthem, who reviews their treatment and medication, etc. to help insure they are managing their condition properly. Please note that ConditionCare is already part of your plan today. Members with these diseases are already being contacted. All the HIP does is require them to take the phone call and interact with the case manager and not ignore the call as happens today.

Tracking Compliance – Compliance will be tracked on a calendar year basis, then it will take several months to contact those not in compliance before instituting the penalty payment the following July 1st. It will work as follows:

Assuming this contract is settled and effective July 1, 2017, the Board would not actually begin tracking HIP compliance until calendar year 2018. The Board will receive data from Anthem in February of 2019 for the previous calendar year and contact all those not in compliance. They would then have until June to get in compliance or furnish documentation that they were already in compliance. Those that do not would begin paying the additional monthly medical deduction in July of 2019. They will pay that

APPENDIX D - Health Incentive Program

additional fee for each month they remain non-compliant; as soon as they are in compliance, however, the additional fee will be removed.

The penalty will be an additional monthly charge for medical of Single \$50, Two Person \$75 and Family \$100. It does not matter how many items you are in non-compliance on, one or more, the penalty is the same. The member can appeal the penalty. More importantly, they will have to have been notified several times in writing prior to any penalty being implemented. The Board will review for compliance annually on a calendar year basis. Any penalties will not be assessed until the following July 1st.

No member will ever be fined for following the advice of their doctor. The ConditionCare program and the nurse case manager are only involved to reinforce what the doctor is advising, not replace it.

SIDE LETTER OF AGREEMENT

The New Haven Board of Education (The "Board") and Local 24, District Council 11, Local 90 and Local 777 agree that the position of Plumber/Steamfitter Foreperson shall be eliminated upon the beginning of the first pay period following ratification of the July 1, 2000 – June 30, 2004 collective bargaining agreement.

Upon the beginning of the first pay period following ratification of the July 1, 2000 – June 30, 2004 collective bargaining agreement, Walter Grubbin's job will become "Plumber Foreperson"; Donald Paduano's job will become "Steamfitter Foreperson"; and Frank Garguilo's job will become "Steamfitter".

President of the Board of Education

Carpenters Local 24

Electricians Local 90

Painters Local 186, DC#11

Plumbers Local 777

Dated this _____ day of _____, 2004 at New Haven, CT

CHECK LIST FOR ALDERMANIC SUBMISSIONS

<input checked="" type="checkbox"/>	Cover Letter
<input checked="" type="checkbox"/>	Resolutions/ Orders/ Ordinances
<input checked="" type="checkbox"/>	Prior Notification Form
<input checked="" type="checkbox"/>	Fiscal Impact Statement - Should include comprehensive budget
<input checked="" type="checkbox"/>	Supporting Documentation (if applicable)
<input type="checkbox"/>	Disk or E-mailed Cover letter & Order

IN ADDITION IF A GRANT:

<input checked="" type="checkbox"/>	Notice of Intent
<input checked="" type="checkbox"/>	Grant Summary
<input type="checkbox"/>	Executive Summary (not longer than 5 pages without an explanation)

Date Submitted: December 2, 2021

Meeting Submitted For: January 3, 2021

Regular or Suspension Agenda: Regular

Submitted By: Gilda Herrera, BOE IT Director

Title of Legislation:

ORDER OF THE BOARD OF ALDERS OF THE CITY OF NEW HAVEN
AUTHORIZING THE EXECUTION OF THE GOGUARDIAN AGREEMENT WITH
THE BOARD OF EDUCATION FOR THE PERIOD OF JULY 1, 2021 TO JUNE 30,
2024.

Comments: _____

Coordinator's Signature: _____

Controller's Signature (if grant): _____

Mayor's Office Signature: _____

Call 946-7670 with any questions.
jrodriguez@newhavenct.gov

Gilda Herrera
Board of Education, IT Director



November 15, 2021

Tyisha Walker-Myers
President, Board of Aldermen
City of New Haven
165 Church St, 2nd Floor
New Haven, CT 06520

Re: GoGuardian Multiyear Contract

Dear Ms. Walker-Meyers,

I respectfully submit the enclosed submission requesting the approval of the Board of Alders for the recently concluded Agreement between the New Haven Board of Education and GoGuardian Teacher, July 1, 2021 – June 30, 2024. As this is a multi-year contract, the approval of the Board of Alders is required.

The Agreement is for three years and covers July 1, 2021 through June 30, 2024. The agreement is for \$70,620.00(22,000 licenses) per year for a total amount of \$211,860.00.

Thank you for your consideration of this agreement. I look forward to the Alders' prompt approval of the Agreement.

Thank you again for your time and attention.

Very truly yours,

Gilda Herrera
IT Director
NHPS

ORDER OF THE BOARD OF ALDERS OF THE CITY OF NEW HAVEN AUTHORIZING
THE EXECUTION OF THE GOGUARDIAN AGREEMENT WITH THE BOARD OF
EDUCATION FOR THE PERIOD OF JULY 1, 2021 TO JUNE 30, 2024.

WHEREAS, the New Haven Board of Education (the “Board”) and GoGuardian (the “Vendor”) are the parties (collectively the “Parties”) and;

WHEREAS, the Parties reached a agreement for the services rendered for a period of, July 1 2021 – June 30, 2024 (the “2021-2024 Agreement”); and

WHEREAS, the Charter of the City of New Haven requires the approval of the Board of Alders for contracts in excess of one-year.

NOW THEREFORE BE IT ORDERED, by the Board of Alders of the City of New Haven that the 2021-2024 Agreement is hereby approved.

BE IT FURTHER ORDERED, that the President of the Board of Education or the Mayor is authorized to execute the 2021-2024 Agreement as well as such additional instruments as may be deemed necessary or expedient to implement the terms of the 2021-2024.

GRANT SUMMARY

Grant Title:	ESSER II (Elementary and Secondary School Emergency Relief Fund)
MUNIS #:	25526363 54409
City Department:	NHPS-Information Technology
City Contact Person & Phone:	NHPS-Gilda Herrera
Funding Level:	
Funding Period:	July 1, 2021-June 30, 2024
Funding Source:	ESSER II 25526363 54409
Funding Source Contact Person & Phone	ESSER II Keisha Hannan/Gilda Herrera 475.220.1017/475.220.1694
Purpose of Program:	GoGuardian (Virtual classroom monitoring system)
Personnel (salary):	N/A
Personnel (Worker's Comp):	N/A
Personnel (Med. Benefit):	N/A
Non-Personnel (total):	N/A
Non-Personnel (M & U):	N/A
New or Renewal?	New
Limits on spending (e.g., Admin. Cap)?	\$211,860
Reporting requirements: Fiscal	N/A
Reporting requirements: Programmatic	
Due date of first report:	
Audit Requirements:	

CHECK LIST FOR ALDERMANIC SUBMISSIONS

X	Cover Letter
X	Resolutions/ Orders/ Ordinances
X	Prior Notification Form
X	Fiscal Impact Statement - Should include comprehensive budget
X	Supporting Documentation (if applicable)
-	Disk or E-mailed Cover letter & Order

IN ADDITION IF A GRANT:

<input type="checkbox"/>	Notice of Intent
<input type="checkbox"/>	Grant Summary
<input type="checkbox"/>	Executive Summary (not longer than 5 pages without an explanation)

Date Submitted: December 10, 2021

Meeting Submitted For: January 3, 2021

Regular or Suspension Agenda: Regular

Submitted By: Thomas Lamb, Chief Operating Officer NHPS

Title of Legislation:

Agreement with CT Association for the Performing Arts (CAPA), to provide planning, management and services for COOP High School theaters and designated arts related facilities, from July 1, 2021 to June 30, 2022, in an amount not to exceed \$140,000.00.

Comments: _____

Coordinator's Signature: _____

Controller's Signature (if grant): _____

Mayor's Office Signature: _____

Thomas Lamb
Chief Operating Officer



P: (475) 220-1591
F: (203) 946-7468

December 10, 2021

Tyisha Walker-Myers
President, Board of Aldermen
City of New Haven
165 Church St, 2nd Floor
New Haven, CT 06520

Re: CT Association for the Performing Arts (CAPA) - Negotiations

Dear Ms. Walker-Meyers,

I respectfully submit the enclosed submission requesting the approval of the Board of Alders for the recently concluded Agreement between the CT Association for the Performing Arts July 1, 2021 – June 30, 2022. Per the Sole Source request stipulation for any non-competitively bid contract greater than \$100,000.00, require the approval of the Board of Alders.

The Board of Education negotiating team believes this is a fair contract; and it was approved by the Full Board of Education at its September 27, 2021 meeting. Thank you for your consideration of this new agreement; that is fiscally responsible to the District Budget and City tax payers. I look forward to the Alders' prompt approval of the Agreement.

Thank you again for your time and attention.

Very truly yours,

Thomas Lamb
Chief Operating Officer

ORDER OF THE BOARD OF ALDERS OF THE CITY OF NEW HAVEN AUTHORIZING
THE EXECUTION OF THE AGREEMENT WITH CONNECTICUT ASSOCIATION FOR
THE PERFORMING ARTS (CAPA) FOR THE PERIOD OF JULY 1, 2021 TO JUNE 30,
2022.

WHEREAS, the New Haven Board of Education (the “Board”) and CT Association for the Performing Arts (the “Vendor”) are the parties (collectively the “Parties”) and;

WHEREAS, the Parties reached an agreement for the services rendered for a period of, July 1 2021 – June 30, 2022 (the “2021-2022 Agreement”); and

WHEREAS, the sole source designation stipulates for any non-competitively bid contract greater than \$100,000.00 require Board of Alder approval.

NOW THEREFORE BE IT ORDERED, by the Board of Alders of the City of New Haven that the 2021-2022 Agreement is hereby approved.

BE IT FURTHER ORDERED, that the President of the Board of Education or the Mayor is authorized to execute the 2021-2022 Agreement as well as such additional instruments as may be deemed necessary or expedient to implement the terms of the 2021-2022.

CHECK LIST FOR ALDERMANIC SUBMISSIONS

X	Cover Letter
X	Resolutions/ Orders/ Ordinances
X	Prior Notification Form
X	Fiscal Impact Statement - Should include comprehensive budget
X	Supporting Documentation (if applicable)
X	Disk or E-mailed Cover letter & Order

IN ADDITION IF A GRANT:

X	Notice of Intent
X	Grant Summary
X	Executive Summary (not longer than 5 pages without an explanation)

Date Submitted: December 6, 2021

Meeting Submitted For: December 20, 2021

Regular or Suspension Agenda: Regular

Submitted By: Dorothy Cohen, Program Director of Epidemiology
Maritza Bond, Health Director

Title of Legislation:

RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF NEW HAVEN TO ACCEPT AN ODMAP GRANT AWARDED FROM THE CONNECTICUT DEPARTMENT OF PUBLIC HEALTH IN THE AMOUNT OF \$42,000 TO EXECUTE, ACKNOWLEDGE, IMPLEMENT AND DELIVER ANY AND ALL DOCUMENTS AS MAY BE CONSIDERED NECESSARY OR APPROPRIATE WITH RESPECT THERETO.

Comments: This is a non-competitive grant from the Connecticut Department of Public Health; therefore, an application was not required. Since this is a renewal, we are seeking unanimous consent

Coordinator's Signature: _____

Controller's Signature (if grant): _____

Mayor's Office Signature: _____



JUSTIN ELICKER
MAYOR

CITY OF NEW HAVEN
COMMUNITY SERVICES ADMINISTRATION
DEPARTMENT OF HEALTH

54 Meadow Street, 9TH Floor • New Haven, Connecticut 06519
Phone 203-946-6999 • Fax 203-946-7234



MARITZA BOND, MPH
DIRECTOR OF HEALTH

December 20, 2022

The Honorable Tyisha Walker-Myers
President, New Haven Board of Alders
City of New Haven
165 Church Street
New Haven, Connecticut 06510

RE: Resolution authorizing the Mayor of the City of New Haven to accept an OD MAP grant award of \$42,000 from the Connecticut Department of Public Health and to execute, acknowledge, implement and deliver any and all documents as may be considered necessary or appropriate with respect thereto.

Dear Honorable Alder Walker-Myers:

In accordance with the Order of New Haven Board of Alders (Board) authorizing the Mayor to apply for and accept all grants on behalf of the City of New Haven (City), passed on 17 October 1994, I write to respectfully request the Honorable Board of Alders to authorize the Mayor of the City of New Haven to accept the OD Map grant award from the Connecticut Department of Public in the amount of \$42,000 and to execute, acknowledge, implement and deliver any and all documents as may be considered necessary or appropriate with respect thereto.

The grant runs from February 1, 2022 to October 30, 2022. With these funds, the New Haven Health Department will support statewide adoption of ODMAP as well as support the development of highly coordinated public safety, behavioral health, and public health responses to the data, focusing on “hot spots” and trends of concern, and distribute Narcan. A more detailed description of the program is provided in the Executive Summary. Additionally, as this was a non-competitive grant from the Connecticut Department of Public Health, a grant application was not required. Since this is a renewal, we are seeking **unanimous consent**.

Should you require additional information, please do not hesitate to contact me directly.

Sincerely,

Maritza Bond
Health Director

Attachments

RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF NEW HAVEN TO ACCEPT THE OD MAP GRANT AWARD FROM THE CONNECTICUT DEPARTMENT OF PUBLIC HEALTH FROM FEBRUARY 1, 2022 TO OCTOBER 30, 2022.

WHEREAS, the New Haven Health Department recognizes the importance of increasing providing New Haven's residents with services for opioid use disorder;

WHEREAS, the City of New Haven will receive funding from the Connecticut Department of Public Health; and upon receipt of such grant, the City will accept said grant in its entirety;

WHEREAS, the Connecticut Department of Public Health has provided the City of New Haven Health Department with funding under the OD Map Grant to support statewide adoption of ODMAP as well as support the development of highly coordinated public safety, behavioral health, and public health responses to the data, focusing on "hot spots" and trends of concern and distribute Narcan and Opioid education and training materials;

NOW, THEREFORE, be it RESOLVED by Board of Alders of the City of New Haven that the Mayor, on behalf of the City, is authorized to accept the grant funding mentioned herein from the Connecticut Department of Public Health.

BE IT FUTHER RESOLVED that the Mayor is authorized to execute said grant award in the amount of \$42,000 and to execute any revisions, amendments or modifications to said contract.

GRANT SUMMARY

Grant Title:	OD MAP
MUNIS #:	21332950
City Department:	Health Department
City Contact Person & Phone:	Dorothy Cohen, 203-946-2913 Maritza Bond, 203-946-6999
Funding Level:	\$42,000
Funding Period:	February 1, 2022 – October 30, 2022
Funding Source:	Connecticut Department of Public Health
Funding Source Contact Person & Phone	Katharine Hickcox 860-509-7829
Purpose of Program:	To reduce opioid overdose fatalities by (1) supporting statewide adoption of ODMAP (2) supporting the development of highly coordinated public safety, behavioral health, and public health responses to the data, focusing on “hot spots” and trends of concern and (3) distributing naloxone.
Personnel (salary):	\$29,640
Personnel (Worker’s Comp):	\$1529.42
Personnel (Med. Benefit):	\$0
Non-Personnel (total):	\$10,830.58
Non-Personnel (M & U):	\$1,037.40
New or Renewal?	renewal
Limits on spending (e.g., Admin. Cap)?	3.5%
Reporting requirements: Fiscal	Monthly
Reporting requirements: Programmatic	Monthly
Due date of first report:	March 1, 2022
Audit Requirements:	OMB-133



18 Tower Lane
New Haven, CT 06519
Tel (203) 772-1816
Fax (203) 777-5951
www.towerone.org

December 1, 2021

Aldermanic President Tyisha Walker-Myers
Board of Alders of the City of New Haven
City of New Haven
165 Church Street
New Haven, CT 06510

Re: Order dated June 6, 2021 Extending the Current Agreement With The Tower East Tax, At 18 Tower Lane For One Additional Year

Dear Honorable Walker-Myers:

We confirm receipt of the Order Extending The Current Agreement With Tower East, At 18 Tower Lane For One Additional Year. This Order states that our expiration date is June 30, 2022.

We are very appreciative of this notice and for your support throughout this process. Thank you. We are concerned that there seems to be some confusion regarding the expiration of our current Tower East Tax Abatement Agreement. Our records indicate the expiration of our current Tax Abatement Agreement is later than June 30, 2022, the date stated in the Order.

We entered into our current Tower East Tax Abatement Agreement with The City of New Haven on December 31, 1980, well before the issuance of the building's Certificate of Occupancy (CO) dated for March 24, 1983. We have come to realize that the date of the agreement being almost two and one-half years prior to the CO, has caused confusion regarding the actual expiration of the Tower East Abatement Agreement.

As stated in the agreement (see attachment 1); this agreement is not scheduled to expire until 40 years from the date of the CO. We believe that we entered into the agreement on December 31, 1980, received our Building Permit on January 26, 1981 and received the CO on March 24, 1983 (see attachment 2). We have been operating with the understanding that these records indicate our current Tax Abatement Agreement does not expire until March 24, 2023.

Given the importance of this Tax Abatement to the sustainability of Tower East's operations, we applied for a renewal of our agreement well over two years prior to the date we believe it expires. The reason we initiated the request for a renewal of the Tax Abatement Agreement so far in advance of the date we believe it expires was to avoid any potential risk to our ability to support our low- and extremely-low income seniors in Tower East. Knowing the financial risk to our



18 Tower Lane
New Haven, CT 06519
Tel (203) 772-1816
Fax (203) 777-5951
www.towerone.org

ability to operate at our HUD-approved rents, we were doing our best to be as proactive as possible.

We now realize our eagerness to settle this well in advance of the expiration may have contributed to some misunderstandings. We apologize for any confusion we may have caused.

Please know that our intention now is to submit a refreshed application for an extension of our agreement this spring. We hope doing so will help avoid any additional confusion and give all of us a chance to settle a new agreement.

If you have any questions, please feel free to contact me directly at 203-772-1816 ext. 280.

Sincerely,

A handwritten signature in blue ink, appearing to read "J. Heyder", with a long horizontal flourish extending to the right.

John Heyder
Chief Financial Officer

..Title

ORDER CONCERNING REAL PROPERTY TAXES OF Antonio General Contractor LLC ON MOTOR VEHICLE TAX ACCOUNTS 52312, 80649, and 52242.

..Body

WHEREAS: Antonio General Contractor LLC has old motor vehicle tax accounts; and

WHEREAS: Antonio General Contractor LLC wants to pay these tax bills; and

WHEREAS: Antonio General Contractor LLC is asking for assistance with these accounts.

NOW THEREFORE BE IT ORDERED by the New Haven Board of Alders that the interest for account numbers 52312, 80649, and 52242 be forgiven

BE IT FURTHER ORDERED that Antonio General Contractor LLC will pay the outstanding taxes less the interest within ninety days of the passage of this Order or the interest shall be restored on motor vehicle tax accounts 52312, 80649, and 52242