

AGREEMENT
BETWEEN
THE NEW HAVEN BOARD OF EDUCATION
and
BOARD OF EDUCATION EMPLOYEES
LOCAL 287 OF COUNCIL 4
AFSCME, AFL-CIO

July 1, 2004-June 30, 2009

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PREAMBLE

The welfare of the Board and its employees is dependent largely upon the service which the Board renders to its students, their families and the public. Improvements in this service, efficient and economic operations, and control over expenses are promoted by willing cooperation between the Board, the Union and each employee to render honest and efficient and economical service. The spirit of cooperation between the Board and the Union and the Employees represented hereby being essential to efficient operation, all parties will so conduct themselves to promote this spirit.

ARTICLE 1 - Recognition

Section 1

The Board of Education of the City of New Haven, hereinafter called the "Board" or the "Employer" or the "Department of Education", recognizes the Board of Education Employees Local 287 of Council 4, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter called the "Union", as the sole and exclusive representative of all employees in the bargaining unit as set forth in Appendix A and Appendix B of this Agreement, in relation to wages, hours of work, working conditions, and conditions of employment.

Section 2

The bargaining unit is composed of all non-professional positions listed in the salary schedule (Appendices A and B) which are attached to and made a part of this Agreement. The bargaining unit shall not include any employee who has the authority, inherent or delegated, to hire, suspend, or fire.

ARTICLE 2 - Union Security & Check-Off

Section 1

All employees subject to the provisions of this Agreement who are either current members of the Union in good standing or who become members during the term of this Agreement shall maintain their membership in good standing as a condition of employment.

Section 2

Each employee hired before the execution of this Agreement shall, within thirty (30) days of the execution of this Agreement, either become members of the Union in good standing or pay a monthly agency fee at a rate established by the Union as a condition of employment. All employees hired after the execution of this Agreement shall

either join the Union or pay a monthly agency fee established by the Union within thirty (30) days after their completion of the probationary period as specified in Article 2, Section 3, as a condition of employment.

Section 3

The Board agrees to deduct monthly union dues, or the monthly agency fee in lieu thereof, from the pay of employees who give written authorization to the Board for such deductions and to transmit dues collected to the authorized Union Officer designated in writing to the Controller of the City of New Haven by the President and Treasurer of the Union.

Section 4

Deductions will be made once monthly. If an employee who is absent on account of sickness, leave of absence, or for any other reasons, has no earnings due him for the month, no deductions will be made from the employee for that month. The Union will arrange collection of dues for that month directly with the employee.

Section 5

When an employee does not have sufficient money due him, after deductions have been made for pension, social security, garnishment or any other deductions authorized by the employee or required by law, Union dues for that month will be collected by the Union directly from the employee. Employees who are on vacation or receiving the difference of their pay and workers compensation as specified in Article 20, Section 2(D) shall have their Union dues or Agency fee deducted for that month that they are out due to workers' compensation or vacation.

Section 6

Upon receipt of written notification from the Union to the Director of Staff Placement, Evaluation and Development, sent by registered or certified mail and signed by an authorized representative of the Union that an employee is not complying with either of the requirements as set forth in Section 1 and Section 2 above, accompanied by a properly authorized written request from the Union for the discharge of such an employee, the Board shall discharge said employee, within five working days following receipt of said notice and request, unless during such period said employee shall make payment to the Union of initiation fee or reinstatement fee and/or regular dues or agency fee whichever is applicable.

Section 7

If an employee does not have union dues or the agency fee deducted from his/her pay for that month due to their being on vacation, extended sick leave, leave of absence or any other reason the Board shall make a double deduction each month thereafter until the employee becomes current.

Section 8

The Union agrees to indemnify and to save the Board of Education harmless from any and all claims or demands, including reasonable attorneys' fees, which may be made against the Board of Education arising out of an action taken against the Board under any of the Sections of this Article and assumes full responsibility for the disposition of the funds so deducted once they have been turned over to the authorized Union Official.

ARTICLE 3 - 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 and the Civil Service Rules and Regulations may be subject to negotiation between the Board and the Union, but no agreement reached shall be in conflict with the Charter and the Civil Service Rules.

Section 2

The Board, once annually in January, shall provide the Union with an up-to-date seniority list of all members of the bargaining unit who are eligible to take part in the bidding procedure.

Whenever any changes take place in such list, (e.g., as necessitated by retirements, deaths, and disciplinary actions) the Union, upon its written request, shall be furnished an up-to-date and revised copy of said list. Any revision shall be consistent with the letter and spirit of the Agreement.

Section 3

All new employees shall serve a probationary period of ninety (90) working days. Such employees shall be considered at-will employees for the probationary period and shall not be eligible for health benefits, personal days or sick days until satisfactorily completing their 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.

Section 4

All employees who have worked 90 working days shall be known as permanent employees and the probationary period shall be considered part of their seniority time.

Section 5

- (a) Whenever the Employer determines it is necessary to reduce the number of bargaining unit employees, the reduction shall be made in the inverse order of bargaining unit seniority.
- (b) The right to be recalled shall continue for a period not in excess of two (2) years from the date of layoff. The seniority of any employee recalled within said two year period shall be the most recent period of continuous service in the bargaining unit immediately prior to the layoff, including the time spent on layoff status.
- (c) In the event that an employee is laid off, he/she shall receive payment for any unused vacation that he/she may have for that year plus payment for that portion of the contract year that he/she worked prior to the layoff pro-rated based upon months worked and vacation entitlement.
- (d) Any employee on layoff shall not be entitled to benefits unless specifically provided for herein.

ARTICLE 4 – New Appointments

Section 1

Applications and examinations for positions which are not filled by the bidding procedure as set forth in agreement 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.

Section 2

When a new employee or floater is hired by the Board, the President and Treasurer of the Union shall be notified in writing by the Director of Staff Placement, Evaluation and Development.

ARTICLE 5 – Awarding of Positions

Section 1

When a vacancy exists for a bargaining unit position, other than one to be filled from an eligible Civil Service List, the Board shall call a meeting of all qualified custodial personnel and hold an open bid for this position. The Union President shall be given advanced notice of two (2) weeks of such openings prior

to the meeting. The listing of the position will indicate the job title, the work location(s), and the hours of work. An employee shall be deemed qualified by the Board for the position of Head Custodian or Crew Leader (Day or Night) when he/she has successfully completed the Board's training course for said positions. An employee shall be deemed qualified by the Board for an engineering position when he/she has successfully completed the Board's training course for such a position. The employee who bids with the highest seniority shall be awarded the position, provided he/she is deemed qualified for the position and has demonstrated by past performance in the Department of Education the abilities and/or capabilities commensurate with the responsibilities of the position bid for, and provided he/she has not lost his/her bidding rights through disciplinary action. The prior practice, whereby all other positions which become open as a result of filling the original vacancy shall also be open for bid at the open meeting, shall be continued. The Union President shall also be given advanced notice of two (2) weeks of such openings prior to the meeting. In the event that the Superintendent of Schools determines that a bargaining unit member should be transferred in the best interests of the school district, he shall confer with the President of the Union regarding such transfer and they shall endeavor to find a mutually acceptable solution. If the Superintendent and the President do not agree, the parties hereby agree to enter into expedited arbitration under Article 12, Section 8, of this Agreement. In such arbitration, the burden of proof shall be on the Board and the standard of proof shall be by a preponderance of the evidence. The outcome of any such arbitration shall not be used as evidence in connection with progressive discipline.

Training for Head Custodian, Crew Leader (Day or Night) and engineering positions shall be provided by the Board at no cost to the employee. All employees who volunteer for such training shall be enrolled in the training course(s); provided, however, that all employees occupying such positions as of April 1, 1996, shall be required to take the applicable training course(s) until they successfully complete the course(s). Employees who are required to take training shall be paid for all course hours; employees who volunteer for such training so that they may qualify for promotional opportunities shall only be paid for such course hours as take place during their regular working time.

Section 2

A person who is awarded a higher position, in accordance with the provisions of this Agreement, shall receive the full hourly rate set forth in this Agreement.

All such appointments to higher positions shall be for a probationary 90 working day period, during which time the appointee's progress shall be reviewed and evaluated by the supervisory staff, including contractors and/or consultants hired by the Board in its discretion or the Director of Staff Placement, Evaluation and Development. 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 staff, including contractors and/or consultants hired by the Board in its discretion shall recommend to the superintendent of schools that the appointee be rejected from the position and returned to a

position similar to that he/she held prior to the position that he/she was rejected from. In the event the Superintendent approved this recommendation, the higher position shall be rebid. Once this position is awarded to a new appointee, the former holder of this position may bid upon any vacancies so created.

Written notification of any impending rejection shall be sent to the Union.

Section 3

The decision as to when the assignment to the higher position is to become effective will be solely the judgment of the Director of Administration or his/her designate. It is understood that when possible, such assignment will become effective within two weeks from the date the award is made; however, the Director of Administration or his/her designate will advise the Union when such assignment is to be delayed.

Section 4

The Board shall call an open bid meeting at least once each calendar quarter, if a vacancy exists.

ARTICLE 6 - Medical Examinations

Section 1

The Board reserves the right to conduct medical examinations of its personnel whenever questions arise concerning the ability an employee to perform the essential functions of his/her job, with or without reasonable accommodation, in accordance with the American with Disabilities Act.

When examination discloses that an employee has a contagious disease which endangers the health of school children and/or other Board employees, in the opinion of the examining physician from the Occupational Health and Treatment Center of the Hospital of St. Raphael or such other medical program acceptable to both the Board and the Union, such employee shall be required to take his/her accrued sick leave until such time as said medical authority certifies that the contagious condition is terminated. In the event the employee has no accrued sick leave, or after said leave is used up, the employee may avail himself of the provisions for leaves of absence as set forth in the Civil Service Rules and Regulations, but under no circumstances shall such employee remain on the job while the contagious condition exists. It is understood that this section does not deprive an employee of the right to file for worker's compensation under State law.

ARTICLE 7 - Vacations

Section 1

The purpose of vacations is to permit a period of rest and recreation for each employee. Vacations shall be granted on a basis of not less than one full week at a time.

Section 2

- (a) All full-time employees regularly scheduled to work 12 months during each fiscal year shall receive ten working days paid vacation after having worked and completed one full year of continuous service for the Board and/or City of New Haven.
- (b) All full-time employees regularly scheduled to work 12 months during each fiscal year and who have worked and completed six years or more of continuous service shall receive 15 working days paid vacation.
- (c) All full-time employees regularly scheduled to work 12 months during each fiscal year and who have worked and completed 15 years or more of continuous service shall receive 20 working days paid vacation.
- (d) All full-time employees regularly scheduled to work and who have worked, and completed 20 years or more of continuous service shall receive 25 working days vacation.

Section 3

Vacations may be taken at any time within the calendar year except that no vacations shall be allowed during the last full three weeks in August. For these purposes, the last full week in August shall be the last week in which no weekday falls in September.

Section 4

No more than eighteen (18) school-based employees may be on vacation at any one time. Employees shall notify the Director of Administration or his/her designated representative, in writing, of their preferred vacation weeks for the next calendar year during December of each year. Whenever a conflict exists concerning vacation periods, seniority shall prevail and employees denied their first choice(s) shall be given lists of available weeks to choose from until all vacations are scheduled.

In a one to three person building, only one employee may be on vacation at any given time. In a four to twelve person building, only two employees may be on vacation at any given time. In a greater than twelve person building, only four employees may be on vacation at any given time.

Section 5

Annual vacation allowance may not be accumulated from 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 Administration or the Director of Staff Placement, Evaluation and Development, and contingent upon the approval of the Superintendent of Schools. However, such accumulation shall never exceed 20 working days.

Section 6

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

ARTICLE 8 – Holidays

Section 1

All employees shall receive 12 paid holidays. These holidays, which shall be celebrated on the date prescribed by law, are New Year's Day, Martin Luther King's Birthday, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving, the Day After Thanksgiving and Christmas. Further, any day declared a holiday by the Mayor of the City and which results in a paid holiday for all City Departments shall be also observed as a holiday under this Article, if such day is a normal workday. Employees who are required to work on such holidays shall be paid for such holidays at the established overtime rate. If a paid holiday falls on a Saturday or Sunday, employees shall receive equivalent time off at the discretion of the responsible Official on the administrative staff. It is also mutually agreed that the Board and the Union will confer on a date which will allow the largest number of employees to receive a single compensatory day off at the same time.

Section 2

- (a) If an employee is absent from duty on the day before or the day following a holiday, he/she shall not be paid for these days unless his/her absence is covered under the sick leave plan.
- (b) Any employee who becomes seriously ill and who has a sick leave accrual of at least 120 days at the time the illness commences, shall not lose holiday pay under the following circumstances: If the employee exhausts his sick leave balance due to said illness and remains continuously ill and unable to return to work up until the day of the holiday.

Section 3

The Union can request to the Superintendent or his/her designee to float any of the above holidays in exchange for another working day.

ARTICLE 9 - Annual Field Day

In accordance with the practice over the past 20-odd years, the Board will continue to allow the Union to set aside one working day each year for its annual field day. Employees who do not avail themselves of this opportunity will not be paid for this day if (a) they are not on authorized sick leave, or (b) they do not report to work. The Union shall furnish the Director of Staff Placement, Evaluation and Development a list of all members who did not attend the field day. In the event there are any irregularities in the list submitted by the Union, the members thereof shall not be paid for this day.

ARTICLE 10 - Disciplinary Procedure

Section 1

The Union recognizes the necessity for the Administrative and Supervisory staff and 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 applied in a fair manner and shall be consistent with the nature of the infraction for which the disciplinary action is being applied.

Section 3

Normally, disciplinary actions shall include: (a) A verbal warning, (b) A written warning, (c) Suspension without pay, (d) Loss of bidding rights up to six months, (e) Reduction in grade, and (f) Discharge. Whatever disciplinary action management deems appropriate, the parties recognize that the merits of a given situation play an important role in determining what action is appropriate, and as such, it is not the intent of the parties that all discipline will follow the order or steps cited above. It is the intent of the parties that whatever the action, such action shall be consistent with Section 2 of this Article. Disciplinary action shall be meted out by management within a reasonable period of time after management becomes aware of the infraction.

Section 4

All disciplinary actions may be appealed through the established grievance procedure except verbal warnings, which may be appealed to the Superintendent of Schools or his/her designate.

Section 5(a)

Employees shall only be disciplined for just cause.

Section 5(b)

All suspensions and discharges must be stated in writing and a copy to the employee and the Union.

Section 6(a)

All verbal and written warnings will be sealed in an employee's file after a period of one year if the employee has not received another verbal or written warning during that one-year period. All other disciplinary records (e.g. suspension, loss of bidding rights, reduction in grades) shall be sealed in an employee record after two years if the employee has not received additional discipline within that two years and the employee has a good work record.

Section 6(b)

Once an employee has satisfied the prerequisites of (a) above, the Employer agrees that it will not use the discipline referred to in the sealed record in connection with any future disciplinary action or grievance arbitration, unless the employee or the union contends in such connection that he or she has an unblemished work record.

Section 7

Employees who are discharged during the probationary period as specified in the Civil Service Rules and Regulations shall not have recourse to appeal said discharge to arbitration as specified in Article 12 of this Agreement.

ARTICLE 11 - Grievance Procedure

Section 1

The term "grievance" as used in this Agreement shall mean any asserted violation of the specified terms or provisions of this Agreement. It is understood by the parties that the intent of having a grievance procedure is to allow the Board to function in an orderly fashion, and as such it is expected that all orders shall be followed by all employees. Should a dispute arise, the employee is expected to carry out assignments without delay and file his/her grievance in accordance with the procedure outlined in this Article. The

Employer and the Union desire that all employees in the unit be treated fairly and equitably. It is intended that this grievance procedure will provide a means of resolving grievances at the lowest level possible and nothing in this Article should be interpreted as discouraging an employee and/or his/her representative from discussing any dissatisfaction in an informal manner with his/her immediate supervisor, higher level supervision, or the Director of Staff Placement, Evaluation, and Development or his/her authorized designee. Such discussions will not interfere with the right of any employee to process grievances through the grievance procedure.

Section 2

- a. Step 1 - An employee with a grievance should, with his/her representative if he/she wishes, first discuss the matter with his/her immediate supervisor. In this discussion, the persons involved shall make an earnest effort to resolve the matter. The supervisor shall make whatever additional investigation is necessary and shall give his/her answer as soon as practicable, but within three working days of the meeting. It is agreed that grievances should be settled at this step.
- b. Step 2 - If the employee is not satisfied with the answer at Step 1, he/she shall then reduce his/her grievance to writing within five working days of the supervisor's answer, either on a form mutually agreed to by the parties or in a letter. Such grievance must contain the following information:
1. A statement indicating his/her decision to process his/her grievance through the negotiated grievance procedure.
 2. A statement presenting, in a concise manner, the details of the grievance.
 3. A statement outlining the relief sought; and
 4. Specific reference to the clause or clauses of the agreement which the grievant feels have been violated.

The employee and/or his/her chosen representative shall submit the written grievance to the Director of Staff Placement, Evaluation, and Development, who in turn, shall submit to the Union a written answer to the grievance within ten (10) working days of the day the written grievance is received.

- c. Step 3 - If the decision at Step 2 (b) is not satisfactory to the employee, he/she may appeal, in writing, to the Superintendent or his/her designated representative within ten working days from the date of the decision at step 2 (b). Within 15 working days of receipt of such an appeal, the Superintendent or his/her designated representative will arrange to meet with the aggrieved employee and/or his/her representative in an effort to resolve the grievance. A representative of the Board of Education may participate in this meeting at the pleasure of the Board. The Union will be advised in writing of the Employer's decision within fifteen (15) working days of such meeting.

Designated representative of the Superintendent shall not be the same individual who heard the grievance at Steps 1 and 2.

Section 3

Any grievance which is not taken up with the employee's immediate supervisor within 15 working days after the occurrence of the matter, out of which the grievance arises, shall not be presented or considered at a later date. The Department agrees that extenuating circumstances may arise where an employee will not have knowledge, within the time limits prescribed, of the matter which results in his/her becoming aggrieved and, in such instances, the department will give due regard and consideration to the time limits set forth above.

Extensions to all time limits mentioned in this Article may be made by mutual agreement of the parties in writing. Any grievance not answered within the time limits shall be considered as denied and shall automatically be processed to the next step of the grievance procedure, or to arbitration, as appropriate; provided, however, the Union must initiate arbitration as provided for in Article 12, below.

Section 4

At step 3(c) of this procedure, the employer and the Union shall be permitted to call a reasonable number of relevant witnesses, normally not more than two from each party.

Section 5

When several employees within the unit have an identical grievance in the view of both the Board and the Union, the Board and the Union will select the one individual case for processing with the understanding that the decision on the case will be applied to the other identical cases. Such grievance shall be known as a Unit Grievance.

Section 6

An employee's Grievance will be considered settled upon his/her written request and approved by the President of the Union, or when the complainant ceases to be a regular employee of the Department by resignation or when time limit to appeal to the next step expires.

Section 7

Grievances will be heard at times most practical to do so. Should such times occur during periods other than normal working hours of the grievant and/or other Union representatives, the Department shall accept no financial obligation for such time spent by the grievant and/or other Union representatives.

Section 8

The Union agrees that it shall cooperate with the Department making every effort to handle grievances in such a manner so as to cause a minimum of interference with normal operations of a Department.

Section 9

It is recognized by both parties that on occasion a grievance may develop, the immediate disposition of which would be in the interests of both parties (i.e., discharge or suspension). In such a case, the responsible Union official may contact the Director of Staff Placement, Evaluation, and Development directly to acquaint him **or her** with the situation. At that time, a determination shall be made as to what procedure is to be followed.

Section 10

Either party shall have the right to employ a public stenographer. The party which so utilizes a public stenographer shall absorb the full cost of same.

ARTICLE 12 - Arbitration

Section 1

In order to be considered, a request by the Union for arbitration must be received by the Board or its representatives within thirty (30) working days from the date of decision at Step 3 (c) of the Grievance Procedure. Grievances not appealed within this time shall be considered to have been withdrawn.

Section 2

Request for arbitration must be in writing and contain the following items: (1) Signed approval to arbitrate of the individual(s) employee(s) involved; (2) The Section(s) believed violated; (3) The relief sought; and (4) A statement of the issue involved. In order that both parties may be fully prepared should a case go to arbitration, it is agreed that neither party may amend the Articles and/or Section(s) believed violated after receipt by the Board or its representative of the letter requesting arbitration.

Section 3

The arbitrator or arbitrators shall be the Connecticut State Board of Mediation and Arbitration, except as otherwise agreed upon by both parties to this Agreement.

Section 4

The Arbitration fee and expenses shall be borne equally by the parties to this Agreement. The employer and the Union shall also equally share the expenses or any and all mutually agreed upon services considered desirable or necessary in connection with the proceedings.

Section 5

The Arbitrator designated in accordance with Section 3 of 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 of 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, nor shall the arbitrator have jurisdiction to determine that the parties by implication have amended or supplemented the agreement, unless the parties shall expressly submit to him the issue as to whether such an agreement by implication was made. The Arbitrator shall confine his/her award to a decision that the Board or the Union has or has not violated a specific provision of this Agreement, and if such an award is in the affirmative, the award shall specify the remedy.

Section 6

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.

Section 7

The Arbitrator shall be requested to render his/her decision as quickly as possible.

ARTICLE 13 - Non-Discrimination Clause

Section 1

There shall be no discrimination against any employee because of his/her race, color, religious creed, age, marital status, national origin, ancestry, sex, sexual orientation, present or past history of mental disorder, mental retardation, learning disability or physical disability, or political or union affiliation.

ARTICLE 14 - Rights of Employer

Section 1

The Employer maintains the exclusive right to direct the work force. This right shall include, but shall not be limited to, the right to: (a) direct employees; (b) hire, promote, transfer and assign; (c) suspend, demote, discharge, or take other disciplinary actions; (d) relieve employees from duty due to lack of work or for other legitimate reasons, except as may otherwise be provided herein; (e) take any action necessary in order to maintain the efficiency of the school system; (f) determine the methods, means, manner, and personnel by which services shall be rendered; (g) to take any actions

necessary in situations of emergency; and (h) to carry out the responsibility of the Board to the students and citizens of New Haven. In exercising the management rights referred to above, the Board shall be bound by the obligations imposed by law, as well as the responsibilities set forth in this Agreement. The Board of Education may exercise any or all of the foregoing rights and/or any other rights or authorities it is empowered by law to exercise or which are set forth in this Agreement either directly, or acting through its Superintendent or its managerial or supervisory employees or others, including outside contractors, to whom the Board has delegated such responsibility; provided, however, that only the Board, itself, may hire or discharge employees; and, provided further, that only the Board or its managerial or supervisory employees may exercise the other rights which are set forth in subsections (b) and (c) of this Section, above.

Section 2

The right to make reasonable rules and regulations shall be considered an acknowledged function of the Board. In making rules and regulation relating to personnel policy, procedures, practices, and matters of working conditions, the Board shall be bound by the obligations imposed by law, as well as the responsibilities set forth in this Agreement.

ARTICLE 15 - Authority & Responsibility of the Civil Service Commission and the Board of Finance

Section 1

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

Section 2

It is mutually agreed that the proceeding paragraph shall not alter the terms of this Agreement.

ARTICLE 16 - Union Activities

Section 1

Union activities shall be carried on in such a manner so as not to interfere with department activities and with the approval of the Director of Administration, or the Director of Staff Placement, Evaluation and Development. 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.

Section 2

Employees engaged in normal union activities on behalf of their members, and involving Board officials shall not have their pay suspended if such meetings have the approval of the Director of Administration or the Director of Staff Placement, Evaluation and Development or their designee. Employees shall notify their immediate supervisor at least 24 hours in advance of such scheduled meetings except in cases of emergency. For these purposes, the Board shall not suspend the pay of one union official plus the grievant(s) for a Step I grievance meeting, up to two union officials plus the grievant(s) for a Step 2 or Step 3 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 five union officials for collective bargaining negotiations and/or interest arbitrations.

Section 3

The Union shall notify the appropriate Department officials, the Controller's office, and the Director of Staff Placement, Evaluation, and Development of the names of current Union Officers.

Section 4

Three members of the Union shall be granted leave with pay to attend the State Convention of the Connecticut State Labor Council, AFL-CIO and the National Convention of the American Federation of State, County and Municipal Employees, AFL-CIO. The Union shall notify the Director of Administration, in writing, as to who the three persons shall be. Such written notification shall be made at least 30 days prior to such conventions.

Section 5

The Union may hold monthly membership meetings on Friday nights under the following conditions.

1. All employees who would normally be scheduled to work during the time when the Union meeting is held must personally sign an attendance sheet at such meetings. This attendance sheet shall be submitted by the Union to the Director of Staff Placement, Evaluation, and Development on the Monday following said monthly meeting.
2. Employees normally scheduled to work during the hours when said Union meeting is held, and whose names do not appear on the aforementioned attendance sheet, should be subject to appropriate disciplinary action, if said employees leave their jobs during scheduled working hours.
3. The Union agrees with the Board that an adequate work force must remain in those building open during hours when Union meetings are held and agrees to provide proper coverage; provided, however, that such coverage shall not

entail any overtime or minimum recall expenses to the Board; and, provided further, that no such building shall be left unattended for even a brief period of time without the prior authorization of the Director of Administration or the Director of Staff Placement, Evaluation, and Development.

ARTICLE 17 - No Strike Provision

Section 1

The Union agrees that during the length of this Agreement, it will not participate in any slow-up or strikes.

Section 2

The Union agrees that any member who violates the provisions of Section 1 of this Article may be summarily discharged.

Section 3

The Board agrees that there shall be no lock-out of employees during the life of this Agreement.

Section 4

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 18 - Time Allowance for Death of Relative

Section 1

Bargaining unit employees may be absent from their assigned duties for the five consecutive calendar days immediately following the death of a member of the immediate family. Should any of these days be one of his/her regularly scheduled work days, he/she will be compensated for such absence.

The immediate family shall include spouse, child, parent, mother-in-law, father-in-law, brother, sister, grandparent, grandchild, or other relative who is an actual member of the employee's household.

In no instance will an employee be compensated more than five (5) days.

Section 2

- a. Bargaining unit employees may attend the funeral of relatives (by blood or marriage) who are not members of the employee's immediate family. One full day's pay will be granted if the absence occurs on one of the employee's regular scheduled work days.
- b. Bargaining unit employees on the middle (second) shift will be allowed to be absent from work on the day of the funeral or the day before the funeral, but not for both, for relatives (by blood or marriage) who are not members of the employee's immediate family. One full day's pay will be granted if the absence occurs on one of the employee's regularly scheduled work days.
- c. Any days taken off for this purpose, with the prior written authorization of the Director or Administration or the Director of Staff Placement, Evaluation, and Development or their designee, which are in addition to the one day authorized leave shall be charged as leave without pay.

Section 3

If for any reason the funeral is delayed, the employee does not have to take the time off immediately following the death. The time off will be to accommodate the date of the funeral, but in no event will the employee be compensated more than the days due if taken immediately following the death.

ARTICLE 19 - Medical & Insurance Coverage

Section 1

- A. Effective as soon as possible, the City shall cover all employees scheduled to work twenty (20) hours per week or more and their eligible dependents under one of two medical care programs known as "BC-1" and "BC-2", employees may choose between the medical plans at the time of enrollment and at the time of the annual open enrollment. The Plan summaries are outlined in Attachment B to this Agreement. The medical benefits office maintains all governing plan documents and applicable riders.

During the course of this Agreement, the City will hold a one-time required re-enrollment for all bargaining unit members and their eligible dependents. At this time, all members will be required to re-enroll in their choice of the offered medical benefit plans pursuant to the regulations prescribed by the medical benefits office. Any individual not participating in this re-enrollment

will not be eligible for continuation of medical benefits until such time as they re-enroll pursuant to this section.

- B. Full time employees as described above shall be provided group term life insurance of twenty five thousand dollars (\$25,000.00) from the date of eligibility for benefits as described below to the date of termination of employment with the City.
- C. Full time employees as described above shall be provided dental and vision coverage through Riders A, B, C and D with the dependent rider for dependents ages 19-24.
- D. New employees shall not be eligible for the medical and life insurance benefits described in this Article until satisfactorily completing their probationary period. Thereafter, such benefits shall commence on the first business day of the next month following the successfully completed probationary period.

Section 2

The Board may change insurance carriers; however, the benefits enjoyed under the current plans will not be diminished. The Union will be notified prior to any change and if the Union wishes, the Board will fully discuss any changes with them prior to their implementation. If a change of carriers is made, the amount that an employee is contributing for coverage in the program shall not be changed for the duration for his Agreement. The Medical Benefits Office maintains all plan documents and applicable riders.

Section 3

When any employee covered by this contract has a spouse who is employed by the City of New Haven and said spouse, under the terms of this or any other union contract or under any arrangement with the City of New Haven or any other City branches or sub-divisions including the Board of Education, is receiving the same or similar medical insurance plan afforded the Union member or the medical insurance coverage for the family unit, then the Union member and his or her spouse can receive coverage either under the medical insurance plan afforded the Union member or the medical insurance plan afforded by the spouse, but they must elect which plan they wish the family to be covered by and the entire family unit must be covered by one of said medical insurance plans and completely excluded from the other.

Section 4

The City shall provide the following medical insurance coverage for retirees:

- (A) The City shall continue to provide and pay for the all medical insurance as described in Section 1 of this Article for all retirees employees who retire on or after the

implementation date of the new insurance program and their spouses only , and who meet the following criteria:

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

(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.

Said coverage shall be paid by the City until the retiree reaches age sixty five (65).

(C) 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).

(D) 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).

(E) For retirees who satisfy the above criteria (and their spouses) and who reach the age of 65, the City shall pay for the coverage under Medicare Supplemental Plan C with unlimited pharmaceutical coverage until the retiree reaches age 65. If the retiree dies prior to age 65 then his/her 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 65. 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.

Section 5

Commencing on the signing of this contract employees must contribute a percentage of the cost of his/her health and dental premiums based on the COBRA rates in effect at the time. These contributions shall be made through payroll deductions as follows:

YEAR	BC-1	BC-2
7/01/04 – 6/30/05	7	5
7/01/05 – 6/30/06	9	7
7/01/06 – 6/30/07	10	8
7/01/07 – 6/30/08	11	9
7/01/08 – 6/30/09	12	10

Section 6

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 7 – Domestic Partner Benefits

A couple shall be eligible for domestic partner status only if the couple is unable to marry in Connecticut because Connecticut's marriage provisions distinguish between same sex and opposite sex couples. Should eligibility to marry in Connecticut no longer be precluded on the basis of this distinction, the following provision shall cease to be effective on that date, except that coverage for couples having already achieved domestic partner status under the terms of this provision shall cease one year from that date.

The term "spouse" used anywhere in this agreement shall be deemed to include a covered person's unmarried domestic partner who has executed an affidavit in accordance with this provision. An employee wishing to change his/her health status based upon being in a domestic partnership must execute an affidavit with the Board, together with appropriate evidence of joint residency and mutual dependence. The affidavit shall certify under penalty of perjury that he or she:

1. Is in a relationship of mutual support, caring and commitment and intends to remain in such relationship for the indefinite future;
2. Is not married to anyone else;
3. Is his/her domestic partner sole domestic partner, and vice versa;
4. Is not related by blood to the domestic partner closer they would bar marriage in the State of Connecticut;
5. Is at least eighteen (18) years of age and competent to contract;
6. Shares a legal residence with his/her domestic partner and has shared a common legal residence for at least twelve (12) months prior to the execution of the affidavit;

7. Is jointly responsible for his/her domestic partner for maintaining the common household;
8. Will inform the Board promptly if there is any change in the status of the domestic partnership.

The evidence of mutual dependence shall be any two of the following:

- Ownership of a joint bank account
- Ownership of a joint credit card
- Evidence of joint obligation on a loan
- A joint mortgage or lease
- A joint ownership of a residence
- Evidence of a common household (household expenses, e.g. Utility bills, telephone bills, joint public assistance, budget, etc.)
- Joint ownership of a motor vehicle
- Execution of wills naming each other as executor and/or beneficiary
- Granting each other durable power of attorney
- Granting each other powers of attorney
- Designation by one or the other as beneficiary under a retirement benefits account
- Evidence of other joint responsibility

A dependent child of the domestic partner (as defined above) shall be covered, provided that the child otherwise meets eligibility requirements of the medical plan

ARTICLE 20 - Sick Leave & Worker's Compensation

Section 1 - 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. Employees who are regularly scheduled to work less than five days per week but at least 20 hours per week for the full budget year shall earn 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.)
- b. Sick leave shall be considered to be the absence from duty with pay of permanent employees for the following reasons:
 1. The employee's own illness or injury, except injuries arising out of and in the course of employment by an employer other than the Board.

2. For medical or dental examination or treatment for which arrangements cannot be made outside of working hours; provided, however, that the employee submits to the Director of Staff Placement, Evaluation, and Development a certification from his physician or dentist that such examination or treatment cannot be scheduled outside of working hours.
 3. When exposure of the employee to contagious disease endangers the health of other employees in the opinion of the Occupational Health and Treatment Center of the Hospital of St. Raphael or such other medical program acceptable to both the Board and the Union.
- c. The use of sick leave for purposes other than for the purposes set forth above will result in appropriate disciplinary action.

Section 2 – Sick Leave Allowance

- a. Sick leave shall be earned by each full-time permanent employee at the rate of one and a 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 be 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. 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 and one quarter working days per month.
- d. Employees injured in the course of their official duties and in the performance of their work when such injury is compensatory under worker's compensation laws shall not be charged for sick leave while receiving worker's compensation. Under such circumstances, (i.e., while receiving worker's compensation) said employee shall be paid by the Board the amount by which the employee's regular weekly wage (based upon a 40 hour week) exceed the regular weekly worker's compensation payment, up to a maximum of thirteen (13) weeks provided, however, that the total weekly payment from all sources paid by the Board and the Worker's Compensation Commission shall not exceed employee's regular weekly wages.

The Union may request that said thirteen (13) week cap be extended by request for an extension on a monthly basis to the Assistant

Superintendent of Finance and Operations. A committee shall be set up consisting of two people from each side. A 75% vote (three votes) shall be needed to continue the differential beyond 13 weeks one month at a time. In case of ties, two votes to two votes, the Director of Staff Placement, Evaluation, and Development shall be utilized to break all ties. The Committee shall meet as the need arises and shall give due consideration to each request. In such cases, an employee shall continue on the differential until such time as the Director of Staff Placement, Evaluation, and Development breaks the tie.

The benefit described in Section 2(d) 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 inability to return to work as determined by a physical examination conducted by a physician appointed by the Supervisor of Worker's Compensation. Therefore, this benefit will cease once said physician determines that the employee is able to return to work.

- f. During the period while an employee is a recipient of the benefit referred to above, said employee shall not receive any additional pay for the holidays, sick leave or vacations. However, sick leave shall be allowed to accrue for said employee during this period, for utilization after he 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 returns to work for the City.
- g. 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 does not return to work for the Board, said employee shall not be entitled to further accrual sick leave, holiday or vacation benefits while not working for the Board.
- h. 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 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 2(d) above.
- i. Any employee injured after the ratification by the Board of Education of this Contract who is out injured for a period of six (6) months or more shall forfeit his/her bidding rights. Bidding rights shall be restored at the first bid after the employee returns to work.

In return of his proposal, the Board has increased the wage specified in Article 21 Wages by four percent (4%) effective July 1, 1986; four percent (4) effective July 1, 1987; and four percent (4%) effective July 1, 1988.

- j. 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 2(d) 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 3 - Sick Leave Accumulation

- a. All unused sick leave of any employee during continuous employment may be accumulated up to a maximum of 180 days.
- b. (i) Perfect Attendance Bonus: Each employee who works six (6) months without utilizing a sick day shall receive a one hundred dollar (\$ 100.00) lump sum payment (less. normal payroll deductions). The six (6) month periods shall be calculated from December I through May 31 and from June I through November 30 of each year. Payment shall be made no later than the third paycheck in June and December, respectively, for the preceding six (6) months; (ii) Good Attendance Incentive: In addition to the Perfect Attendance Bonus, each permanent employee who earns five (5) full days of sick leave (or multiples of five full days) above the maximum accumulation and who retains those five days on the Board's records through the end of a calendar year shall have those days purchased by the Board at the rate of eight (8) hours'pay per each five (5) sick days. This amount shall be paid at the employee's regular pay rate, subject to normal payroll deductions, and shall be paid along with the fourth paycheck of the following calendar year. These paid hours shall not count as time worked for overtime purposes.
- c. 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.
- d. No credit for sick leave shall be granted for time worked by an employee in excess of his/her normal work week.
- e. Sick leave shall not continue to accumulate during leave of absence without pay.

Section 4 - Medical Certificate Required

A medical certificate, acceptable to the Board may be required:

- a. For frequent or habitual absence from duty and when in the judgment of the appointing authority, or his/her designate, there is reasonable cause for requesting such certificate. When an employee is required to obtain a medical certificate, the department shall assume the cost of said doctor's appointment.
- b. For any absence 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 accordance with Article 6, Section 1, above.

Section 5

- a. Upon retirement, an employee 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.
- b. Upon the death of an employee, the amount of sick leave time credited to the employee up to a maximum of 120 days shall be payable to his or her spouse or to the estate.
- c. Upon the layoff of an employee, the amount of sick leave time credited to the employee up to a maximum of 120 days shall be paid in lump sum within one month of the employee's termination date.

ARTICLE 20A – 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.

Sections 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 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 Days

- (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:

- i. A record of an employee's available sick leave in a pertinent calendar year shall be submitted to the employee upon his/her request annually.
- ii. A record of an employee's available sick leave in the pertinent calendar year shall be indicated on the employee's wage stub as established periodic intervals determined by the City, but not less than once annually.

ARTICLE 21 - Wages

Effective and retroactive to July 1, 2004 the wage schedule shall be increased by 2%. Effective and retroactive to July 1, 2005 the wage schedule shall be increased by 2%. Effective July 1, 2006 the wage schedule shall be increased by 2%. Effective July 1, 2007 the wage schedule shall be increased by 3%. Effective July 1, 2008, the wage schedule shall be increased by 3.25%.

ARTICLE 22 - Hours of Work

Section 1

At each open bid meeting, the Employer will notify those present of the hours of work for each position. Each position shall be assigned one of the three main shifts or such other shift as is provided for in Section 2, below. The three main shifts shall be as follows:

- A. 7 a.m. - 4 p.m.
- B. 3 p.m. - 11 p.m.
- C. 10:45 p.m. - 6:45 a.m.

The hours of work of an employee assigned to either one of these shifts or to a specific school will not be changed unilaterally from the school or shift except that all employees with less than ten (10) years seniority, shall be subject to reassignment once in September of each year in accordance with the following procedure.

- (1) First, volunteers who have indicated a desire for the position being filled, pursuant to Article 5, Section 1, shall be offered the position(s).
- (2) Second, if an insufficient number of volunteers are obtained, the positions shall be filled on an involuntary basis, in accordance with the following:
 - (a) Employees shall be transferred or assigned as needed by an inverse order of system-wide seniority for all employees hired with less than ten (10) years seniority.

Section 2

The following shifts are exceptions to those listed in Section 1 above:

- (a) 5 a.m. - 2 p.m.
- (b) 8 a.m. - 5 p.m.
- (c) 9 a.m. - 4 p.m.
- (d) 4 p.m. - midnight

If the hours of work of one of the incumbents assigned to the exception shifts listed above is changed, it may be changed to either a day or an afternoon shift.

Section 3

No employee hired before April 17, 1996, shall be assigned to work on the C Shift Employees without his or her consent, in writing.

Section 4

On or about July 15 and January 15 of each year, the employer shall furnish a listing of assignments of all custodial personnel throughout the school system to the Union. Information contained in this listing shall include the numbers of employees in each custodial position being utilized on each shift in each school in the school system. This list shall be labeled as Appendix C and it shall be appended to the contract.

It shall in no way imply a manning commitment.

ARTICLE 23 - Shift Differential

Section 1

The differential for employees regularly assigned to the third shift shall be ninety cents (\$0.90) per hour.

Section 2

It is understood by the parties that the shift differentials referred to above are only paid to employees regularly assigned to such shifts. Such differentials are not to be paid to employees working overtime from one shift to another, e.g., from the first (day) shift into the second (middle) shift. Further, such differentials will only be paid to employees who actually work the regularly assigned hours for the second and third shifts.

ARTICLE 24 - Longevity

Section 1

All eligible employees shall receive, in lump sum payment, on or about the last 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 service shall receive \$400.
- (b) Employees with ten or more years of service shall receive \$500.
- (c) Employees with 15 or more years of service shall receive \$525.
- (d) Employees with twenty or more years of service shall receive \$575.

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 had worked prior to such retirement.

Section 3

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

Section 4

In the event an employee dies or is laid-off, he/she shall be entitled to a pro-rata longevity payment for that portion of the calendar year he/she had worked prior to such death or lay-off to the individual or beneficiary.

ARTICLE 25 - Call-In For Emergencies

Section 1

If any member of the custodial staff is called in or required to report to his/her building for an emergency between the time of the close of his/her regular work day and his/her starting time of the following day, he/she will be paid at the rate of time and one-half. An "emergency" is defined as any situation of unusual nature which develops unexpectedly and constitutes a danger to the property. It does not include correcting the failure or carelessness of some member of the staff. For example having to return to a building to lock a door, to turn off lights, to close windows, or some similar tasks would not be considered an emergency. Making certain such things are done properly comes within the scope of the regular duties of the custodial in charge.

All emergencies shall be reported to the custodial supervisor on the next regularly scheduled workday at the latest.

Section 2

Employees called in for emergency work as defined above, shall upon the signing of this Agreement, be paid in accordance with the following schedule:

- (a) If an employee is required to and reports for work two or more hours prior to his regularly scheduled starting time he will be paid a minimum guarantee of four hours pay at time and one-half his regular hourly scheduled.
- (b) If an employee is required to and reports for work less than two hours prior to his/her regularly scheduled starting time, time and one-half of his/her regular hourly rate will be paid for all hours worked up to his/her regularly starting time.

ARTICLE 26 - 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.

Section 2

Overtime will be distributed as equitably practicable within the classification affected by the overtime work within the school where the overtime is required.

Section 3

Once management has determined that overtime is necessary, head custodians or crew leaders within each school shall be responsible for the assignment of overtime. If the Union feels any such employee is not distributing overtime in accordance with the principles set forth in this Article, the Union may notify supervision. Should supervision concur that overtime is not being properly handled in such a case, the head custodian or crew leader may be relieved by supervision of the responsibility for the assignment of overtime in his particular school.

Section 4

If an overtime assignment in a given school requires more manpower than is available to work in the school affected, 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 5

Overtime assignments, for landscaping and snow removal or other special projects shall be made by the Director of Administration or his/her designate and shall be made solely on the basis of assigning those employees who, in the opinion of the Director of Administration or his/her designate, are most able to effectively and efficiently perform such work.

Overtime hours worked on such assignments shall be computed and used in determining equitable distribution of overtime within a school.

Once each year, a memorandum will be posted by the Director of Administration or his/her designate so that employees who would like to be considered for such assignments may make their wishes known.

Section 6

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 7

Any employee called in before his/her regular starting time shall be granted the opportunity of working out his/her regularly scheduled hours.

Section 8

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

Section 9

Time absent under the terms of this Agreement shall not be credited as time worked for the purpose of computing overtime except that a Holiday paid for but not worked shall be counted as a day worked for purposes of computing overtime if the holiday is a scheduled work day for the employee and in the event an employee is called into work on a previously approved vacation day, such time worked shall be at time and one half.

Section 10

It is understood by the parties that absent exigent circumstances as determined by the employer, all overtime shall be considered a full-duty assignment.

ARTICLE 27 - Supervisors Performing Bargaining Unit Work

Section 1

A Supervisor or an employee exempt from the provisions of this Agreement shall not perform work of a nature normally performed by an employee covered by this Agreement, except in cases of emergency, correction of trouble, or for purposes of training, provided, however, in so doing an employee covered by this Agreement shall not be unreasonably deprived of earning opportunities. The parties understand and agree that every member of the school community should take responsibility for the appearance of the school and to prevent waste. Therefore, it is likewise understood that this Article shall not be deemed to be being violated when a Supervisor picks up litter, helps clean up such hazards as broken glass or spills, turns off lights or appliances, or performs similar tasks. This shall not result in a loss of time by any bargaining unit member.

ARTICLE 28 - Night Activities

Section 1

In all schools which have two shifts, all Board-sponsored night activities shall be covered by the middle (second) shift custodial crew as part of their job.

Section 2

The night crews are not expected to staff pools, gymnasiums and boiler rooms in schools where pool attendants, gym attendants and/or engineers are presently assigned.

ARTICLE 29 - Program Termination Times

In schools where programs terminate at 6:00 p.m. or earlier, the affected employee (e.g., Head Custodian, Assistant Custodian, Gym Attendant or Pool Attendant) shall be provided a reasonable period of time as approved by management for cleaning and locking up. In schools where programs terminate after 6:00 p.m., the affected employee shall be provided a reasonable period of time as approved by management for cleaning and locking up.

ARTICLE 30 - School Building Removed from Board of Education Jurisdiction

Section 1

No school custodian shall remain assigned to any school building after it has been removed from the jurisdiction of the Department of Education. In such instance, the following policy shall apply:

- (a) In the event that a school building is closed by the Board of Education, the custodian regularly assigned to the building shall retain his/her existing salary when reassigned to a -position of lower classification.
- (b) Where more than one vacancy exists, the custodian will be required to accept the position with the larger salary. As positions become available for bidding, he/she shall continue to bid for positions until he/she attains a classification salary equivalent to the retained salary.
- (c) The custodian may, if he/she chooses, decline to bid for a specific opening and remain in a lower classification, in which case he/she shall sacrifice his/her retained salary. He/she shall be paid the normal salary for the classified position.
- (d) In the event that a school building is reopened or a building is leased without custodial services for educational purposes, the level of custodial services will be determined by the Board and for the period of time that a custodian is assigned to perform custodial services, he/she shall be paid at the Head Custodian II rate or the rate he/she or she was receiving when the school was closed, whichever is greater, for such hours assigned.

Should the Union disagree to the level of custodian assignments for a reopened school or leased building, then the Union shall request negotiations under the term of Article 34, Section 1, General Provisions, except that the negotiations under this section shall be subject to binding arbitration under the terms of MERA.

- (e) In the event the school board reopens a school, the individual who was displaced when the school was closed will be given preference for that assignment.

ARTICLE 31 - Lunch Period

Section 1

The A Shift (7 a.m. - 4 p.m.) shall include an unpaid dinner hour. The B and C Shifts (3 p.m. - 11 p.m.; 10:45 p.m. - 6:45 a.m.) shall include a one-half hour paid meal period.

Section 2

With the exception of the lunch period, no custodial employee shall leave his or her school building at any time during the basic work day without the permission of the District Custodial Supervisor or his or her designee; provided, however, that in the cases of bona fide emergencies, custodial employees may leave their building with the permission of the Head Custodian or Crew Leader. Custodians assigned to the night shift shall not leave their school buildings for lunch.

Section 3

Head Custodians shall establish the lunch schedule for those men assigned to them. Such schedules shall be submitted to the Buildings and Grounds Office. Custodians who find that they are unable to take their lunch period at the time specified in the schedule shall notify their Head Custodian, who in turn shall be responsible for notifying the Buildings and Grounds Office of any change and the reason thereof.

ARTICLE 32 - Special Provisions

Section 1

With respect to the temporary transfer of personnel between shifts, it is agreed that such transfer shall be voluntary in accordance with the following administrative procedures:

- (a) In the event a temporary vacancy occurs as an Assistant Custodian, floaters shall be assigned if available.
- (b) If no floaters are available, supervision shall ask for volunteers from within the school where the temporary vacancy exists.
- (c) If no volunteers are obtained, or there are not enough volunteers, the employee with the least amount of seniority (i.e., system-wide seniority) in the school affected must temporarily fill the vacancy, but such transfer shall not exceed a period of two working weeks.

- (d) At the end of the two working weeks, if the temporary vacancy still exists, the selection procedure described above shall be repeated, excluding the last man to have been transferred to said job.

Section 2

Effective with the signing of this Agreement the Board may establish floaters who shall be used to augment the work force, not to supplant the work force. Said floaters shall be hired off the Civil Service List and shall be used to replace Assistant Custodians after the backup system has been implemented. Floaters shall be used solely as replacements or subs for sick leave, vacation, death in the family or injury. The rate of pay for the floaters shall be \$7.00 per hour. Floaters shall be required to join or pay an agency fee to the Union. Floaters are not entitled to benefits, except that once a floater works 130 days, he/she shall become a permanent floater and shall be covered by all the Articles and benefits of this Agreement, except Articles 3, 5, 10, 12, 25 and 33, and shall be paid at the rate of \$8.00 per hour. Floaters shall not be offered more than forty (40) hours of work in any work week so long as regular employees are available and volunteer for all overtime work the Board requires. Time spent as a floater shall not be considered in seniority if hired permanently. The Union and the Board shall sit down upon the request of the other party to discuss the floater system and to examine under what conditions floaters have been used. Floaters shall not be used to fill vacant budgeted permanent positions. The total number of floaters shall be capped at twenty (20) unless changed by mutual agreement.

ARTICLE 33 - Pensions

Section 1

Schedule A attached hereto, a restatement of Article I and III of the City Employees Retirement Fund (Special Act 379) and the Custodians and Engineers Retirement Fund (Special Act 518), incorporates negotiated amendments pertaining to Local 287.

Effective upon ratification of this Agreement by Local 287, the Board of Education, and the Board of Aldermen of the City of New Haven, the Pension Plan shall be modified so that employees will receive credit for service for retirement purposes for any period of time in which they are on leave due to an on-the-job injury and for which they receive Worker's Compensation benefits, so long as the employees pay their contribution for the period of time during which they were out injured (subject to the cap in the Pension Plan for total allowable credited service).

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

1. The number of sick days exchanged must have a value of at least one (1) year of service.

2. No more than thirty (30) employees may elect this buy back opportunity, with the proviso that upon such election the employee must retire no later than June 30, 2005. Should more than thirty (30) employees make this election, the most senior employees who provide a written notice of their intent to buy back sick leave shall be eligible to retire under this provision until the maximum is reached.
3. There shall be an annual “window” period commencing on or about the time of implementation of this agreement, as defined by the Department of Finance, during which employees may elect to retire under this provision. Should the number of thirty (30) employees not be reached during the first annual window period, subsequent annual window periods shall be offered during the duration of this agreement until the number of thirty (30) employees is reached.
4. 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.
5. Tax Liability: The determination of the purchased years of additional pension service credit will be predicated upon the corresponding gross cash equivalence of the accrued leave time utilized. The appropriate federal and state withholding taxes and Medicare taxes will be deducted from the respective employee’s gross cash equivalence and 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 the accrued leave days of service as taxable compensation. The appropriate federal, state and Medicare tax liabilities on the gross cash equivalence will be reported as taxes paid.

Section 2

Effective July 1, 2007 one percent (1%) shall be added to the employees monthly contribution towards pension.

Section 3

Pension 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 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.

ARTICLE 34 - General Provisions

Section 1

This Agreement contains the full and complete agreement between the Board and the Union on all negotiable issues and neither party shall be required during the terms hereof to negotiate upon any issue governed by this Agreement or any issue which has been a matter within the scope of bargaining which brought about the current Agreement.

Nothing in this Article shall operate as a waiver of any mid-term bargaining rights provided to the parties under the Municipal Employees Relations Act.

Section 2

It is understood that certain subjects of mutual concern shall be considered appropriate for ongoing discussion by representatives of the Union and the Board of Education. These subjects include, but are not limited to, the following: career advancement; job security; job descriptions; shared decision-making; productivity and the improvement of services; and the cleanliness and safety of the schools. For the purposes of these ongoing discussions, the parties agree to form a Labor-Management Committee, which shall consist of not more than four (4) members appointed by the President of the Board, three (3) members appointed by the President of Local 287, and a staff representative of Council #4, AFSCME. The Committee shall meet upon the request of either party at a mutually agreeable time, for which any employees who would otherwise be on their regular working time shall be paid. This Committee shall not have the authority to negotiate additions to, subtractions from, or other modifications to this Agreement, unless ratified by both parties. One purpose of this Committee is to seek a grant from the Federal Mediation and Conciliation Service or some other granting entity the purposes of which will be the furtherance of labor-management cooperation and the ongoing improvement of the New Haven public schools. Initially, the Committee will be funded by the Board in the amount of Ten Thousand Dollars (\$ 10,000). No part of said \$ 10,000 shall be expended by the Committee except upon the affirmative vote of six members of the Committee.

Section 3

For the duration of this Agreement, the Board agrees that it shall not privatize or contract out the work normally performed by members of this bargaining unit; provided, however, that this Section is not intended to change or alter in any way the past practice of the parties with regard to the use of outside vendors for the provision of services. This Section shall automatically sunset on June 30, 2009; except that the sunseting of this Section shall not be interpreted or construed to limit in any way the Union's rights under the law to make proposals during any future negotiations for a successor contract.

ARTICLE 35 - Personal Leave

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 twenty-four hours prior to taking such leave unless such notification is impossible due to circumstances beyond the employee's control. Personal days must be utilized within the contract year or they will be lost. Employees shall not be entitled to compensation for unused personal days.

ARTICLE 36 - Past Practice

Employees shall continue to enjoy each right, benefit and privilege which they have enjoyed heretofore as a result of the mutual understandings of the parties, unless such right, benefit or privilege is or has been superseded by a provision of this Agreement.

ARTICLE 37 - Snow Crews

Effective with the ratification of this Agreement, all employees working on a snow crew beyond their regular working hours shall be paid a differential of two dollars and fifty cents (\$2.50) and hour plus time and one-half at the ground person rate for all hours worked.

Snow removal duties for bargaining unit members shall be limited to the zone currently plowed by Local 287. Plows shall be operated by one employee unless the Board, in its sole discretion, determines otherwise. In all other zones the Board may subcontract the plowing work. The only responsibility within such zones for bargaining unit members shall be the shoveling and sanding of walkways, including all entrances and exits, around school property which are not capable of being plowed.

At its discretion the Board may supplement the workforce, but not reduce the present number of Grounds Staff during the course of this Agreement, as needed with outside vendors in order to maintain any leased space formerly maintained by Local 287 employees and to mow and maintain the grass, fields and grounds of the Board of Education.

ARTICLE 38 - Residency

There shall be no residency requirement.

ARTICLE 39 - Savings Clause

In the event that any Federal or State legislation, governmental regulation or court decision cause invalidation of any article or section of this agreement, all other articles and sections not so invalidated shall remain in full force and effect.

ARTICLE 40 – 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 President of Local 287, Council 4, AFSCME, AFL-CIO or his/her designee.
- H. Refusal to Submit to Reasonable Suspicion Drug Testing – The refusal by an employee to submit to a drug or alcohol screening test based on reasonable suspicion 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.
- B. 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.

C. 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.

D. 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.

E. 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.

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

F. 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.

G. 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.

H. 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.

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

Pre-employment drug testing;

Random 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.

J. 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: Random Testing

- A. Random 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.
- B. Any expansion of random testing beyond the CDL Policy shall only be initiated pursuant to an amendment to this policy.

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 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 or 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, except in the performance of official duties. 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 than 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 Appendix A 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 or subsequent offenses shall be progressive in nature.

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.

This Section shall automatically sunset on June 30, 2004; except that the sunseting of this Section shall not be interpreted or construed to limit in any way the Union's rights under law to make proposals during any future negotiations for a successor contract.

APPENDIX A TESTING PROCEDURES

What are the testing procedures for drugs?

All drug testing will be done from urine specimens collected under highly controlled conditions at the following location: St. Raphael's Occupational Health & Rehabilitation Services at 789-3530. The person collecting the urine sample will be the same gender as the employee submitting the sample. The collection site will be secured to prevent any tampering or switching of samples. The City reserves the right to change and/or add providers.

When the employee has submitted a specimen, the collection person will determine whether there is a sufficient amount of urine for testing. If there is not enough, the employee may be asked to drink fluids and wait until the employee is able to provide a sufficient amount of urine to test. The urine collected from each employee will be divided into two different sample containers. This is known as a split specimen collection. The person collecting the specimen will divide the specimen into the two containers in the presence of the employee and will label both accordingly. The employee must ensure that the split samples are both accurately marked with the correct identification.

The primary sample is then tested for the presence of drugs, while the second or “split” sample is stored in a secured, refrigerated location. The initial test is the immunoassay test, which screens the sample for usage of the five (5) classes of drugs. The second test is a confirmation test. The labs that perform the tests must be certified by the Federal Department of Health & Human Services.

The testing program is limited to five (5) drug types: Marijuana, Cocaine, Opiates, Amphetamines, and Phencyclidine (PCP). The positive levels for the five (5) classes of drug tests are in the table below:

Drug	Initial Test Levels (ng/ml)*	Confirmation Test Levels (ng/ml)*
Marijuana	50	15
Cocaine	300	150
Opiates	300	300
Phencyclidine (PCP)	25	25
Amphetamines	1000	500

*ng/ml means nanograms per milliliter. A nanogram is one billionth of a gram. A milliliter is one thousandth of a liter.

If the results of the initial test are negative, the testing laboratory will so advise the Medical Review Officer (MRO). The MRO is a licensed physician not employed by the testing laboratory who interprets the drug test results. The MRO’s role includes making determinations that other factors besides drugs may be affecting a particular test result, and the MRO may conduct sessions with individual employees to learn more about their medical histories and other factors which might influence a test result.

If the results of the initial test exceed the test levels for any of the five (5) drug classes, a second (confirmation) test is performed. This test is done differently by using gas chromatography/mass spectrometry techniques. Only specimens that are confirmed positive on the second or confirmatory test are reported positive to the Medical Review Officer for review and analysis.

If the test result of the primary specimen is positive, you may request the Medical Review Officer to send the second (or split) specimen to a different certified lab for testing. If the result of the test of the split specimen is “negative”, the MRO shall cancel the test. If an employee wants the split specimen tested, he or she must advise the MRO within seventy two (72) hours of being notified of the positive test result of the primary specimen.

The City will keep a record in the employee’s file showing the type of test (pre-employment, periodic, etc.); date of collection; location of collection; entity performing the collection; name of the lab; name of the MRO; and the test results.

What are the testing procedures for alcohol?

Alcohol testing is done by testing breath, using a device called an Evidential Breath Testing Device (EBT). The EBT is a scientific instrument that determines the

concentration of alcohol in the bloodstream by analyzing a specific amount of exhaled breath. The test result is a number representing the blood alcohol concentration (BAC), which is expressed in grams of alcohol per 210 liters of breath. The EBT prints out numbered copies of the test results. A BAC of 0.04 or greater indicates alcohol impairment. A BAC between 0.02 and 0.04 indicates likely alcohol impairment. A BAC less than 0.02 indicates no alcohol impairment.

People who have been trained and certified as breath alcohol technicians (BAT) will conduct the tests, check the EBT prior to testing to ensure its accuracy, and conduct the tests. Testing should be conducted in an area that allows the employees as much privacy as is feasible. The tester will remain present at all times during the testing procedure.

First, in the employee's presence the BAT makes sure that the EBT is responding accurately. Then, a sealed mouthpiece is opened and placed into the device. The employee is required to blow into the mouthpiece for at least six seconds or until the EBT indicates that it has obtained a sufficient amount of air to test. The EBT will then print the test results, with a copy given to the employee.

If the initial test shows a reading less than 0.02 the test is recorded as "negative". If the initial test results indicate a BAC of 0.02 or greater, a confirmation test will be conducted, after a fifteen (15) minute interval has passed to make sure that the sample was not tainted by recent use of food, tobacco, or other products. The confirmation test is done on the same EBT as the first test. If the two results are different, the confirmation test results are controlling. At this point, the breath alcohol test is completed; the employee must sign the testing form and be provided with a copy.

Substance abuse testing that currently exists under the Commercial Drivers License (CDL) Policy shall continue pursuant to the terms of the policy. In addition, the policy may be extended by the City to all employees who operate City vehicles. In the event the City decides to extend the policy to all drivers, it shall first notify the Union in writing of its intent and the date of the implementation.

The parties understand that the testing means and methods defined herein represent the current standard in the industry for such testing. As such, any testing defined in any City policies that are not consistent with the means and methods defined herein shall be considered updated to conform with this policy. The parties recognize that industry standards may change during the life of this policy. Any such changes shall be negotiated pursuant to the requirements of MERA. The parties agree to review the means and methods defined herein at reasonable intervals and to update such methods when required. The goal of the parties shall be to promote the most efficient, effective and accurate methods available.

ARTICLE 41 - Duration & Contract Renewal

Section 1

The duration of this contract shall extend from July 1, 2004 through June 30, 2009, and until a subsequent contract is negotiated and becomes effective.

Section 2

This Agreement contains the entire agreement between the parties and shall not be altered or amended except by a written agreement signed by both parties hereto.

Section 3

Negotiations for a new contract shall commence on or about January 1, 2009.

NEW HAVEN BOARD OF EDUCATION

LOCAL 287, COUNCIL 4, AFSCME

/s/

Dr. Brian Perkins, Chairman

/s/

Brian Stanfield, President

/s/

William F. Clark, Labor Counsel

/s/

Andrew Ramegialli, Staff
Representative, AFSCME, Council 4

(Signed 9/28/04)

UNDERSTANDING BETWEEN THE PARTIES

1. The Parties agree that Mr. D'Augustino shall serve as Groundsperson during his job tenure. Upon his leaving the position, new appointments will be made under the title of Groundsperson/Head Custodian.
2. The Board agrees that when outside contractors are working in the schools on weekends or other times when no bargaining unit employee is scheduled to work, a bargaining unit employee or employees will be called in.
3. The Board agrees that when a school building is to be used by more than a dozen individuals (plus the responsible administrator) or for longer than 120 minutes, a bargaining unit employee or employees will be assigned to be in the building during the time of such use. This letter of understanding shall not require the assignment of a bargaining unit member to a school building for meetings of an Administrator with an SPMT or a committee of a PTO which do not involve students who are not members of the SPMT if said committee or SPMT is composed of 20 or fewer individuals or (b) when teachers and students come in and pick up or drop off equipment such as band equipment.
4. The parties agree that all employees who retired under the Custodians and Matrons Retirement Incentive Program in June of 1987 will continue to be covered by the terms of said program, which are as follows:

"NEW HAVEN PUBLIC SCHOOLS
NEW HAVEN, CONNECTICUT
Custodians and Matrons Retirement Incentive Program Eligibility:
Age 65 or older
OR
Age and service to total 85
(i.e. Age 63 with 22 years of service)
Cash: \$3,000.00 payable in August 1986
\$2,000.00 payable in July 1987

Guidelines:

- a. This retirement incentive program is available for the 1986-1987 school year only.
- b. Custodians and Matrons who wish to take advantage of the plan must notify the Superintendent in writing by July 18, 1986.
- c. All Custodians and Matrons are eligible for this plan if they meet the above eligibility requirements.
- d. If retiree dies between the date hereof and payment, payment shall go to the Estate.

- e. Retirees and spouses who elect this Retirement Incentive Plan shall be insured until the retiree reaches age 70 with the Blue Cross High Option Medicare Bridge Health Insurance Plan.
- f. If retiree dies prior to age 70 then his/her spouse would be covered by the insurance specified in Item No. 5 above until such time as the retiree would have reached age 70 if he/she lived.
- 9. In addition to any of the benefits described above, retiree would also receive any and all other benefits prescribed in the Collective Bargaining Agreement at time of retirement.

I, the undersigned, hereby accept the above entitled Early Retirement Proposal provided the Board of Education implements the program.

Date

Signature

- 5. Regarding the assignments and duties of the Working Foreman and the Truck Drive Utility Persons who work in the Cafeteria Dept.:
 - a. Truck Driver Utility Persons shall work under the general direction of the Working Foreman.
 - b. The Working Foreman shall be assigned to perform Truck Driver Utility work as required.
 - c. When a vacancy exists due to absence of a Truck Driver/Utility Person, the Supervisor of Food Service shall call in a Night Custodian from a list of available Night Custodians supplied by the Union. Such call-in shall only be made if the Director of Administration of his/her designate determines that another employee is needed in accordance with the deliveries and school lunch schedules. All call-ins shall be by seniority on a totaling basis off the list of available Custodians.
 - d. Deliveries that come in late afternoon that require unloading that day shall be completed even if overtime is required. Such work shall be done by that working Foreman or assigned to the Truck Driver Utility Workers.

6. Off Duty Conduct

The Board agrees that any employee who is charged formally with criminal charges for off duty conduct of a non-felonious nature shall be transferred to the stock room until such time as the charges are adjudicated in Court or otherwise disposed of. During this temporary transfer the employee shall suffer no loss in wages Felonious conduct, especially that of a nature related to children, shall be treated on an individual basis based upon the circumstances.

7. Continuity of Employment

Any Local 287 member who is transferred or promoted to any position included in Locals 884 or 3429 shall be able to carry over all unused sick leave and vacation pay and further agree that his/her time in Local 287 shall be credited towards vacation and longevity.

8. The practice of paying the higher rate on back-up will continue. It should be noted that the practice of determining the assignment will be made by management.

APPENDIX A – WAGES – 2004

JOB TITLE	HOURLY RATE	2% INCREASE	NEW HOURLY RATE	MUNIS STEP
GROUNDSPERSON/ WORKING FOREMAN	22.9924	0.4598	23.4522	1
AUTO MECHANIC/CUSTODIAN	21.4384	0.4288	21.8672	2
GROUNDS PERSON / CUSTODIAN	21.4384	0.4288	21.8672	2
GRAFFITI REMOVER / CUSTODIAN	21.0797	0.4216	21.5013	3
HEAD CUSTODIAN	20.9859	0.4197	21.4056	4
AUDIO VISUAL TECHNICIAN / CUSTODIAN	19.8904	0.3978	20.2882	5
WORKING FOREMAN / TRUCK DRIVER / UTILITIES	19.8904	0.3978	20.2882	5
CHIEF ENGINEER	19.8904	0.3978	20.2882	5
CUSTODIAN ENGINEER	19.8904	0.3978	20.2882	5
HEAD CUSTODIAN I	19.5311	0.3906	19.9217	6
CHIEF STORES CLERK	19.5311	0.3906	19.9217	6
CUSTODIAN / ASST. STORES CLERK / TRUCK DRIVER	18.9107	0.3782	19.2889	7
HEAD CUSTODIAN II	18.8227	0.3765	19.1992	30
CREW LEADER DAYS	18.6989	0.3740	19.0729	9
CREW LEADER NIGHTS	18.4382	0.3688	18.8070	10
ASST. CUSTODIAN / MATRON				
START -	12.7983	0.2560	13.0543	14
1ST YEAR -	16.3890	0.3278	16.7168	15
2ND YEAR -	16.5930	0.3319	16.9249	16
3RD YEAR -	16.7978	0.3360	17.1338	17

MAIL PERSON

START -	16.7825	0.3357	17.1182	18
1ST YEAR -	17.0008	0.3400	17.3408	19
2ND YEAR -	17.2182	0.3444	17.5625	20
3RD YEAR -	17.9085	0.3582	18.2667	21

**TRUCK DRIVER / UTILITY
MAINTENANCE**

START -	17.2936	0.3459	17.6395	22
1ST YEAR -	17.5118	0.3502	17.8620	23
2ND YEAR -	17.7300	0.3546	18.0846	24
3RD YEAR -	17.9474	0.3589	18.3064	25

MATRON GYM

START -	13.0339	0.2607	13.2945	26
1ST YEAR -	16.6071	0.3321	16.9392	27
2ND YEAR -	16.8111	0.3362	17.1473	28
3RD YEAR -	17.0152	0.3403	17.3555	29

**ASST. ENGINEER
CUSTODIAN**

18.4364	0.3687	18.8051	N/A
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**CUSTODIAN / TRUCK
DRIVER**

18.3192	0.3664	18.6856	N/A
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ASST. CUSTODIAN / CONTE

17.5116	0.3502	17.8618	23
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**GYM ATTENDANT /
CUSTODIAN**

17.2072	0.3441	17.5513	13
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UTILITY CUSTODIAN

17.2072	0.3441	17.5513	13
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ASST. CUSTODIAN / POOL

17.2072	0.3441	17.5513	13
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APPENDIX A – WAGES – 2005

JOB TITLE	HOURLY RATE	2% INCREASE	NEW HOURLY RATE	MUNIS STEP
GROUNDSPERSON/ WORKING FOREMAN	23.4522	0.4690	23.9213	1
AUTO MECHANIC/CUSTODIAN	21.8672	0.4373	22.3045	2
GROUNDS PERSON / CUSTODIAN	21.8672	0.4373	22.3045	2
GRAFFITI REMOVER / CUSTODIAN	21.5013	0.4300	21.9313	3
HEAD CUSTODIAN	21.4056	0.4281	21.8337	4
AUDIO VISUAL TECHNICIAN / CUSTODIAN	20.2882	0.4058	20.6940	5
WORKING FOREMAN / TRUCK DRIVER / UTILITIES	20.2882	0.4058	20.6940	5
CHIEF ENGINEER	20.2882	0.4058	20.6940	5
CUSTODIAN ENGINEER	20.2882	0.4058	20.6940	5
HEAD CUSTODIAN I	19.9217	0.3984	20.3202	6
CHIEF STORES CLERK	19.9217	0.3984	20.3202	6
CUSTODIAN / ASST. STORES CLERK / TRUCK DRIVER	19.2889	0.3858	19.6747	7
CREW LEADER DAYS	19.1992	0.3840	19.5831	9
CREW LEADER NIGHTS	19.0729	0.3815	19.4543	10
ASST. CUSTODIAN / MATRON				
START -	13.0543	0.2611	13.3153	14
1ST YEAR -	16.7168	0.3343	17.0511	15
2ND YEAR -	16.9249	0.3385	17.2634	16
3RD YEAR -	17.1338	0.3427	17.4765	17
MAIL PERSON				

START -	17.1182	0.3424	17.4605	18
1ST YEAR -	17.3408	0.3468	17.6876	19
2ND YEAR -	17.5625	0.3513	17.9138	20
3RD YEAR -	18.2667	0.3653	18.6320	21
TRUCK DRIVER / UTILITY MAINTENANCE				
START -	17.6395	0.3528	17.9923	22
1ST YEAR -	17.8620	0.3572	18.2193	23
2ND YEAR -	18.0846	0.3617	18.4463	24
3RD YEAR -	18.3064	0.3661	18.6725	25
MATRON GYM				
START -	13.2945	0.2659	13.5604	26
1ST YEAR -	16.9392	0.3388	17.2780	27
2ND YEAR -	17.1473	0.3429	17.4903	28
3RD YEAR -	17.3555	0.3471	17.7026	29
ASST. ENGINEER CUSTODIAN				
	18.8051	0.3761	19.1812	N/A
CUSTODIAN / TRUCK DRIVER				
	18.6856	0.3737	19.0593	N/A
ASST. CUSTODIAN / CONTE				
	17.8618	0.3572	18.2190	23
GYM ATTENDANT / CUSTODIAN				
	17.5513	0.3510	17.9024	13
UTILITY CUSTODIAN				
	17.5513	0.3510	17.9024	13
ASST. CUSTODIAN / POOL				
	17.5513	0.3510	17.9024	13

APPENDIX A – WAGES - 2006

JOB TITLE	HOURLY RATE	2% INCREASE	NEW HOURLY RATE	MUNIS STEP
GROUNDSPERSON/ WORKING FOREMAN	23.9213	0.4784	24.3997	1
AUTO MECHANIC/CUSTODIAN	22.3045	0.4461	22.7506	2
GROUNDS PERSON / CUSTODIAN	22.3045	0.4461	22.7506	2
GRAFFITI REMOVER / CUSTODIAN	21.9313	0.4386	22.3699	3
HEAD CUSTODIAN	21.8337	0.4367	22.2704	4
AUDIO VISUAL TECHNICIAN / CUSTODIAN	20.6940	0.4139	21.1079	5
WORKING FOREMAN / TRUCK DRIVER / UTILITIES	20.6940	0.4139	21.1079	5
CHIEF ENGINEER	20.6940	0.4139	21.1079	5
CUSTODIAN ENGINEER	20.6940	0.4139	21.1079	5
HEAD CUSTODIAN I	20.3202	0.4064	20.7266	6
CHIEF STORES CLERK	20.3202	0.4064	20.7266	6
CUSTODIAN / ASST. STORES CLERK / TRUCK DRIVER	19.6747	0.3935	20.0682	7
CREW LEADER DAYS	19.5831	0.3917	19.9748	9
CREW LEADER NIGHTS	19.4543	0.3891	19.8434	10
ASST. CUSTODIAN / MATRON				
START -	13.3153	0.2663	13.5817	14
1ST YEAR -	17.0511	0.3410	17.3922	15
2ND YEAR -	17.2634	0.3453	17.6086	16
3RD YEAR -	17.4765	0.3495	17.8260	17
MAIL PERSON				

START -	17.4605	0.3492	17.8097	18
1ST YEAR -	17.6876	0.3538	18.0414	19
2ND YEAR -	17.9138	0.3583	18.2720	20
3RD YEAR -	18.6320	0.3726	19.0046	21
TRUCK DRIVER / UTILITY MAINTENANCE				
START -	17.9923	0.3598	18.3521	22
1ST YEAR -	18.2193	0.3644	18.5836	23
2ND YEAR -	18.4463	0.3689	18.8152	24
3RD YEAR -	18.6725	0.3734	19.0459	25
MATRON GYM				
START -	13.5604	0.2712	13.8316	26
1ST YEAR -	17.2780	0.3456	17.6236	27
2ND YEAR -	17.4903	0.3498	17.8401	28
3RD YEAR -	17.7026	0.3541	18.0567	29
ASST. ENGINEER CUSTODIAN				
	19.1812	0.3836	19.5648	N/A
CUSTODIAN / TRUCK DRIVER				
	19.0593	0.3812	19.4405	N/A
ASST. CUSTODIAN / CONTE				
	18.2190	0.3644	18.5834	23
GYM ATTENDANT / CUSTODIAN				
	17.9024	0.3580	18.2604	13
UTILITY CUSTODIAN				
	17.9024	0.3580	18.2604	13
ASST. CUSTODIAN / POOL				
	17.9024	0.3580	18.2604	13

APPENDIX A – WAGES – 2007

JOB TITLE	HOURLY RATE	3% INCREASE	NEW HOURLY RATE	MUNIS STEP
GROUNDSPERSON/ WORKING FOREMAN	24.3997	0.7320	25.1317	1
AUTO MECHANIC/CUSTODIAN	22.7506	0.6825	23.4331	2
GROUNDS PERSON / CUSTODIAN	22.7506	0.6825	23.4331	2
GRAFFITI REMOVER / CUSTODIAN	22.3699	0.6711	23.0410	3
HEAD CUSTODIAN	22.2704	0.6681	22.9385	4
AUDIO VISUAL TECHNICIAN / CUSTODIAN	21.1079	0.6332	21.7411	5
WORKING FOREMAN / TRUCK DRIVER / UTILITIES	21.1079	0.6332	21.7411	5
CHIEF ENGINEER	21.1079	0.6332	21.7411	5
CUSTODIAN ENGINEER	21.1079	0.6332	21.7411	5
HEAD CUSTODIAN I	20.7266	0.6218	21.3484	6
CHIEF STORES CLERK	20.7266	0.6218	21.3484	6
CUSTODIAN / ASST. STORES CLERK / TRUCK DRIVER	20.0682	0.6020	20.6702	7
CREW LEADER DAYS	19.9748	0.5992	20.5740	9
CREW LEADER NIGHTS	19.8434	0.5953	20.4387	10
ASST. CUSTODIAN / MATRON				
START -	13.5817	0.4074	13.9891	14
1ST YEAR -	17.3922	0.5218	17.9139	15
2ND YEAR -	17.6086	0.5283	18.1369	16
3RD YEAR -	17.8260	0.5348	18.3608	17
MAIL PERSON				

START -	17.8097	0.5343	18.3440	18
1ST YEAR -	18.0414	0.5412	18.5826	19
2ND YEAR -	18.2720	0.5482	18.8202	20
3RD YEAR -	19.0046	0.5701	19.5748	21
TRUCK DRIVER / UTILITY MAINTENANCE				
START -	18.3521	0.5506	18.9027	22
1ST YEAR -	18.5836	0.5575	19.1412	23
2ND YEAR -	18.8152	0.5645	19.3796	24
3RD YEAR -	19.0459	0.5714	19.6173	25
MATRON GYM				
START -	13.8316	0.4149	14.2466	26
1ST YEAR -	17.6236	0.5287	18.1523	27
2ND YEAR -	17.8401	0.5352	18.3753	28
3RD YEAR -	18.0567	0.5417	18.5984	29
ASST. ENGINEER CUSTODIAN				
	19.5648	0.5869	20.1517	N/A
CUSTODIAN / TRUCK DRIVER				
	19.4405	0.5832	20.0237	N/A
ASST. CUSTODIAN / CONTE				
	18.5834	0.5575	19.1409	23
GYM ATTENDANT / CUSTODIAN				
	18.2604	0.5478	18.8082	13
UTILITY CUSTODIAN				
	18.2604	0.5478	18.8082	13
ASST. CUSTODIAN / POOL				
	18.2604	0.5478	18.8082	13

APPENDIX A – WAGES – 2008

JOB TITLE	HOURLY RATE	3.25% INCREASE	NEW HOURLY RATE	MUNIS STEP
GROUNDSPERSON/ WORKING FOREMAN	25.1317	0.8168	25.9485	1
AUTO MECHANIC/CUSTODIAN	23.4331	0.7616	24.1947	2
GROUNDS PERSON / CUSTODIAN	23.4331	0.7616	24.1947	2
GRAFFITI REMOVER / CUSTODIAN	23.0410	0.7488	23.7899	3
HEAD CUSTODIAN	22.9385	0.7455	23.6840	4
AUDIO VISUAL TECHNICIAN / CUSTODIAN	21.7411	0.7066	22.4477	5
WORKING FOREMAN / TRUCK DRIVER / UTILITIES	21.7411	0.7066	22.4477	5
CHIEF ENGINEER	21.7411	0.7066	22.4477	5
CUSTODIAN ENGINEER	21.7411	0.7066	22.4477	5
HEAD CUSTODIAN I	21.3484	0.6938	22.0422	6
CHIEF STORES CLERK	21.3484	0.6938	22.0422	6
CUSTODIAN / ASST. STORES CLERK / TRUCK DRIVER	20.6702	0.6718	21.3420	7
CREW LEADER DAYS	20.5740	0.6687	21.2427	9
CREW LEADER NIGHTS	20.4387	0.6643	21.1030	10
ASST. CUSTODIAN / MATRON				
START -	13.9891	0.4546	14.4437	14
1ST YEAR -	17.9139	0.5822	18.4961	15
2ND YEAR -	18.1369	0.5894	18.7264	16
3RD YEAR -	18.3608	0.5967	18.9575	17
MAIL PERSON				

START -	18.3440	0.5962	18.9402	18
1ST YEAR -	18.5826	0.6039	19.1866	19
2ND YEAR -	18.8202	0.6117	19.4319	20
3RD YEAR -	19.5748	0.6362	20.2110	21
TRUCK DRIVER / UTILITY MAINTENANCE				
START -	18.9027	0.6143	19.5170	22
1ST YEAR -	19.1412	0.6221	19.7632	23
2ND YEAR -	19.3796	0.6298	20.0095	24
3RD YEAR -	19.6173	0.6376	20.2549	25
MATRON GYM				
START -	14.2466	0.4630	14.7096	26
1ST YEAR -	18.1523	0.5899	18.7422	27
2ND YEAR -	18.3753	0.5972	18.9725	28
3RD YEAR -	18.5984	0.6044	19.2028	29
ASST. ENGINEER CUSTODIAN				
	20.1517	0.6549	20.8067	N/A
CUSTODIAN / TRUCK DRIVER				
	20.0237	0.6508	20.6745	N/A
ASST. CUSTODIAN / CONTE				
	19.1409	0.6221	19.7630	23
GYM ATTENDANT / CUSTODIAN				
	18.8082	0.6113	19.4195	13
UTILITY CUSTODIAN				
	18.8082	0.6113	19.4195	13
ASST. CUSTODIAN / POOL				
	18.8082	0.6113	19.4195	13

APPENDIX B
MEDICAL PLAN

		NEW OPTION (BC-2)	CURRENT OPTION (BC-1)
BENEFIT			
INPATIENT HOSPITAL			
Inpatient		All hospital admissions require pre-cert	All hospital admissions require pre-cert
General/Medical/Surgical/Maternity (Semi-private)		\$250 Per Admission Copay	\$0 Per Admission Copay
Ancillary Services (Medication, Supplies)		Covered	Covered
MH Psychiatric Biological		\$250 Per Admission Copay	\$0 Per Admission Copay
MH Phychiatric Non Biological		\$250 Per Admission Copay 60 Days per CalanderYear I(120)	\$0 Per Admission Copay 60 Days per CalanderYear I(120)
Substance Abuse/ Detox		\$250 Per Admission Copay 45 Days per Calander Year	\$0 Per Admission Copay 45 Days per Calander Year
Rehabilitative		\$250 Per Admission Copay 60 Days per Calendar Year	\$0 Per Admission Copay 60 Days per Calendar Year
Skilled Nursing Facility		\$250 Per Admission Copay 90 Days per Calendar Year	\$0 Per Admission Copay 90 Days per Calendar Year
OUTPATIENT HOSPITAL			
Outpatient Surgery Facility Charges (Prior Authorization Required)		\$100 copay	\$0 copay
Diagnostic Lab & X-ray MRI, CT		Covered MRI/CAT \$0 copay	Covered MRI/CAT \$0 copay
Pre-Admission Testing			

		Covered	Covered
EMERGENCY CARE			
		NEW OPTION (BC-2)	CURRENT OPTION (BC-1)
Emergency Room		\$75 Copay (waived if admitted)	\$50 Copay (waived if admitted)
Urgent Care		\$50 Copay	\$25 Copay
Walk-in Centers		\$15 copay	\$10 copay
Ambulance		No charge Maximum : Land - unlimited; Air - \$4000 per trip	100% Covered maximum : Land - unlimited; Air - \$4000 per trip
PREVENTIVE CARE			
Preventive Care Pediatric (age-based schedule)		\$0 for child up to age 12 \$15 for ages 13 thru 22 6 exams birth to 1 year of age 6 exams 1 to 5 years of age 1 exam every 2 years - 6 to 10 years of age 1 exam every year - 11 to 21 years of age	\$0 for child up to age 12 \$0 for ages 13 thru 22 6 exams birth to 1 year of age 6 exams 1 to 5 years of age 1 exam every 2 years - 6 to 10 years of age 1 exam every year - 11 to 21 years of age
Adult (age-based schedule)		\$15 copay Once every 5 years - 22 to 29 years of age Once every 3 years - 30 to 39 years of age Once every 2 years - 40 to 49 years of age Once every year - 50 or over yhears of age	\$0 copay Once every 5 years - 22 to 29 years of age Once every 3 years - 30 to 39 years of age Once every 2 years - 40 to 49 years of age Once every year - 50 or over yhears of age
Obstetrics / Gynecological Well Exam - I per Year		\$25 copay \$25 copay Maternity First Visit Only	\$0 copay
Mammographic			

Services		1 baseline - 35 to 39 years of age Once every year - 40 or over years of age In addition- as medically necessary	1 baseline - 35 to 39 years of age Once every year - 40 or over years of age In addition- as medically necessary
Immunizations		Covered in full - no copay	Covered in full - no copay

NEW OPTION (BC-2)

CURRENT OPTION (BC-1)

Vision		\$15 copay Covered once every 24 months	\$0 copay Covered once every 24 months
Hearing		\$15 copay Screening part of physical exam	\$0 copay Screening part of physical exam
MEDICAL SERVICES			
Medical Office Visit (OV)		\$15 copay for PCP \$25 copay for Specialists	\$5 copay PCP \$10 copay Specialist
Physical or Occupational Therapy		\$15 copay Unlimited	\$10 copay Unlimited
Speech Therapy		\$15 copay Unlimited	\$10 copay Unlimited
Outpatient Chiropractic		\$15 copay Unlimited	\$10 copay Unlimited
Allergy Services		\$15 Copay for office visits and testing No copay for injections 60 visits in 2 years	\$10 Copay for office visits and testing No copay for injections 60 visits in 2 years
Diagnostic Lab & X-ray		Covered MRI/CAT \$0	Covered MRI/CAT \$0
Inpatient Medical Services		Covered	Covered
Surgery Fees		Covered	Covered
Office Surgery		Covered	Covered
Outpatient MH/SA Biologically Based		\$15 copay	\$10 copay

Outpatient MH Non-Biologically Based		\$15 Copay per Visit Up to 40 Visits per Calendar Year OON-50% up to 40Visits	\$10 Copay per Visit Up to 40 Visits per Calendar Year OON-50% up to 40Visits
Outpatient Substance Abuse		\$15 Copay per Visit Up to 40 Visits per Calendar Year OON-50% up to 40 Visits	\$10 Copay per Visit Up to 40 Visits per Calendar Year OON-50% up to 40 Visits
		NEW OPTION (BC-2)	CURRENT OPTION (BC-1)
OTHER SERVICES			
Durable Medical Equipment (Prior Authorization Required)		Covered at 100%	Covered at 100%
Prosthetics		Covered at 100%	Covered at 100%
Home Health Care (Prior Authorization Required)		Covered OON - \$50 Ded & 20% Coinsurance	Covered OON - \$50 Ded & 20% Coinsurance
Acupuncture		Not Covered	Not Covered
Orthotics		Limited to Specific Items & Diagnosis	Limited to Specific Items & Diagnosis
TMJ		Not Covered	Not Covered
Skilled Nursing Facility		No Copay Up to 90 Consecutive days	No Copay Up to 90 Consecutive days
Hospice		No Copay Up to 6 Months per Calendar Year	No Copay Up to 6 Months per Calendar Year
Infertility		Phase I: \$15 OV copay Phase II/III: 50% coinsurance up to \$5000 LT max	Phase I: \$10 OV copay Phase II/III: 50% coinsurance up to \$5000 LT max
DEPENDENT ELIGIBILITY			
Children/ Dependents		To Age 25	To Age 25
OUT OF NETWORK COST			

SHARES			
Deductible		\$400/800/1200	\$250/750
Coinsurance		20%	20%
Coinsurance Maximum		\$800/\$1600/\$2400	\$1500/\$4500
Lifetime Maximum		In-Network—Unlimited Out-of-Network--\$1,000,000	In-Network--Unlimited Out-of-Network--\$1,000,000
<p>Note for POS plans: Infertility and Preventive care are not covered OON; home health care OON subject to \$50 deductible and 20% coinsurance.</p> <p>This does not constitute the actual health plan or insurance policy. It is only a general description of the plan. Please refer to plan documents</p>			

PRESCRIPTION DRUGS - 3 TIER PLAN							
ANNUAL MAX					Unlimited		
COPAYS							
Tier 1 - Generic					\$5		
Tier 2 - Listed Brand					\$15		
Tier 3 - Non Listed Brand					\$25		
MAIL ORDER COPAYS							
90 Day supply (maintenance Medications)							
Tier 1 - Generic					\$10		
Tier 2 - Listed Brand					\$30		
Tier 3 - Non Listed Brand					\$50		
GENERIC					Yes		
SUBSTITUTION							
NATIONAL NETWORK					Available		
EMERGENCIES					Covered		
NON PAR					Plan Pays 80% of Anthem Allowance		
PHARMACIES							
PHYSICIAN					Prescriptions may be written		
DISPENSING					by Participating or Non Participating physicians		
Tier 1: Generic Drugs - Refers to a prescription that is considered non proprietary and is not protected by a Trademark.							
	It is required to meet the same bioequivalency test as the original brand name drug.						
Tier 2: Listed Brand Name Drugs - The term "listed brand name" refers to a brand name prescription drug identified on							
	the formulary by Anthem Blue Cross and Blue Shield as a prescription drug with a 2 Tier copay.						
Tier 3: Non Listed Brand Name Drugs - The term "non listed brand name" refers to a brand name prescription drug not							
	identified on the formulary by Anthem Blue Cross and Blue Shield. Tier 3 copayment applies.						