

**AGREEMENT**

**BETWEEN**

**CITY OF NEW HAVEN**

**AND**

**NEW HAVEN**

**MANAGEMENT & PROFESSIONAL MANAGEMENT UNION,**

**LOCAL 3144, COUNCIL 4, AFSCME, AFL-CIO**

**JULY 1, 2005 - JUNE 30, 2010**

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## **Preamble**

The City of New Haven (hereinafter referred to as the “City”) and the New Haven Management and Professional Management Union, Council 4, AFSCME, AFL-CIO (hereinafter referred to as the “Management Union”) agree that the welfare of the City and its employees is dependent largely upon the service which the City renders the public. Improvements in this service and economy in operating and maintaining expenses are promoted by willing cooperation between the City Management and the Supervisory employees represented by the Management Union to render honest, efficient and economical service to the public. The spirit of cooperation between the City and the role of Supervisory employees represented by the Management Union being essential to efficient operation and service, the parties will so conduct themselves to promote this spirit.

## **ARTICLE 1 - Recognition**

### **Section 1**

In accordance with Sections 7-467 to 7-477 of the Connecticut General Statutes, the City recognizes the Management Union as the exclusive bargaining representative for all Supervisory and Professional employees for the purposes of Collective Bargaining with respect to wages, hours and other conditions of employment. The City recognizes the unit as that certified by the Connecticut State Board of Labor Relations (Decision No. 1827, dated November 8, 1979, and Recognition Agreement Case No. ME-5215 signed September 12, 1980) and including or excluding all Supervisory and Professional employees that the City and the Management Union mutually agree should be represented by this Bargaining Unit or excluded from this Bargaining Unit. Excluded from this Bargaining Unit are Uniformed and Investigatory employees of the Fire and Police Departments, Elected Officials, Department Heads, Confidential employees, Probationary employees, Temporary employees, Seasonal and Part Time employees and those titles set forth and attached as exclusions in Appendix VI. All Supervisory and Professional employees who are not specifically excluded by the language in this Section shall be considered as part of the Bargaining Unit.

### **Section 2**

Parties to this Agreement stipulate and agree that the Bargaining Unit as set forth in Section 1 above shall be the only recognized Unit and that this Agreement is negotiated under and where applicable, governed by the Municipal Employees Relations Act of the State of Connecticut.

## **ARTICLE 2 - Management Rights**

### **Section 1**

The City shall have all Management Rights and prerogatives not specifically restricted by the terms of this Agreement, and the City shall administer this Agreement and exercise its rights so as to be fair and impartial to all employees.

## ARTICLE 3 - Union Security And Dues Deduction

### Section 1

Effective within thirty (30) days of the signing of this Agreement, all present Bargaining Unit employees shall either become members of the Union or shall arrange to pay the Union a monthly service fee in lieu of Union dues, as a condition of employment.

### Section 2

Upon the completion of the probationary period but not to exceed ninety (90) working days from date of hire, all new employees shall either join the Union or pay a monthly service fee as a condition of employment. Said service fee shall be determined by the Union and shall represent the employee's fair share of the cost of administering and negotiating a Collective Bargaining Agreement. However, in no event shall the monthly service fee be greater than the monthly dues for Union members. All employees shall be given a letter explaining this Section at time of hire and sign dues authorization at that time if they wish to have dues or the service fee deducted rather than paying them directly. The parties agree that this provision cannot be enforced until ninety (90) working days from date of hire.

(A) The Union shall be notified within five (5) business days when the probationary period for each employee has been completed. The Union shall be notified within five (5) business days of all new hires into Bargaining Unit classifications.

### Section 3

The City agrees to deduct Management Union dues or service fees from the pay of employees who give written authorization to the City Controller's Office for such deductions and to transmit the dues collected to the authorized Management Union Official designated in writing to the Controller of the City of New Haven by the President or Treasurer of the Management Union so long as this authorization is validly in effect and is not revoked by the employee.

### 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 reason has no earnings due him/her for the month, no deductions will be made from that employee for that month. The Management Union will arrange collection of dues for service fees 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, garnishments, or any other deductions authorized by the employee or required by law, Management Union dues or service fees for that month will be collected by the Management Union directly from the employee.

### Section 6

The Management Union agrees to save the City harmless from any action arising out of this Article and commenced by an employee against the City and assumes full responsibility for the disposition of the funds so deducted once they have been turned over to the authorized responsible Management Union Official.

#### ARTICLE 4 - Definitions

Wherever the following terms appear throughout this Agreement the following definitions of those terms shall apply:

(A) “Permanent, Full Time Supervisory Professional Employee” = An employee appointed to a General Fund or Sewer Fund position scheduled to work at least 35 hours per week.

(B) “Continuous Employment” = Service unbroken by resignation, retirement or termination.

(C) “Vacation Year” = January 1 through December 31.

(D) “Regular Work Week” = Five consecutive days (of seven, seven and one-half or eight hours per day) of work.

(E) “Regular Part Time” = Any employee who was hired to work between 20 and 35 hours per week. Such employees are covered by the terms of this Agreement.

(F) “Part Time Employees” = Any employee not regularly scheduled to work at least 20 hours per week.

(G) “Temporary Employees” = Employees hired on a daily, weekly or monthly basis, excluding employees given a 90 day temporary appointment pending Civil Service examination.

(H) “Seasonal Employees” = Employees only hired at a particular time of the year for a limited period of time.

(I) “Contractual Employees” = Employees hired pursuant to a specific employment contract related to a particular project for a specified period of time.

(J) “Special Fund Employees” = An employee other than ETA whose salary is not paid out of the General Fund of the City of New Haven.

(K) “ETA Employees” = An employee whose salary is not paid out of the General Fund of the City of New Haven but paid out of CETA Administrative Funds or its successor.

(L) “Probationary Period” = Each employee covered by this policy shall be subject to an initial probationary period of 90 working days.

(1) The probationary period is part of the examination process for classified employees. Unclassified employees are likewise subject to evaluation during probationary period.

An employee may be terminated at any time during the initial probationary period. Such discharge is without right of appeal through the grievance process outlined in Article 22. Employees so terminated should be notified in writing and advised of the reason for the termination.

(2) Time spent in a temporary appointment shall not be credited toward the required 90 day probationary period necessary for permanent appointment.

(3) Employees who are promoted and fail the probationary period for the promoted position shall be returned to their former position at the same range and step and corresponding salary that they were making prior to the promotion.

## **ARTICLE 5 - Hours Of Work**

### **Section 1**

#### **Number of Hours and Work Week**

The usual number of hours in the work week shall be thirty five (35) between Monday and Friday inclusive, except those employees and Departments working different hours and days as specified in Section 4 below.

### **Section 2**

#### **(A) Alterations**

The usual hours of work will not be altered by the City except when the operational needs of the Department warrant a temporary change in the usual hours of work. Whenever the operational need of the Department warrant such a change, the Department Head shall notify the employees affected and the Union in writing at least two (2) weeks prior to implementing such a change. Any such change will be temporary in nature and not exceed a period of four (4) weeks.

The City maintains the right to change the hours of work and/or work week without advance notice when the Mayor declares that an emergency exists due to a snowstorm, hurricane or other natural disaster.

#### **(B) Flex Time**

(I) In addition to the above provisions, but not as an alternative to such provisions, the City of New Haven, if it decides to do so, may offer a flexible work schedule to all bargaining unit members. Employees shall only work such flexible hours on a volunteer basis. Flexible evening hours to be worked shall be no later than 9:00 p.m. and the flexible work schedule shall be within the City pay period of Sunday through Saturday.

(II) Any employee or City Department may request a flexible work schedule and such schedule may be implemented if it fits the needs of the City and there is mutual agreement between the employee and his/her Department Head. Flexible work schedules may be established within the confines of the work day or work week. Such schedule shall be negotiated by the Union and the City, and shall be subject to an annual review with either the Union or the City reserving the right to cancel the agreement.

(III) The party wishing to terminate the flexible work schedule agreement shall give at least fourteen (14) days written notice of such termination to the other party, unless at or subsequent to the time when such notice is given both parties shall agree to a shorter notice period.

(IV) Any disputes shall be submitted to a mutually agreed upon Mediator of the State Board of Mediation and Arbitration. If the parties are unable to agree on the Mediator, the State Board shall appoint such a Mediator. The Mediator shall resolve the dispute(s) and his/her decision shall be binding on the parties.

(V) Employees who volunteer for a flexible work schedule must be able to provide the necessary services to the public as determined by the Department Head.

Section 3

Work Schedule

The work schedule for employees will generally be within 7:00 a.m. and 6:00 p.m. with one (1) hour for lunch except that Supervisors in the Refuse Division may be assigned an earlier starting time than 7:00 a.m.

Each Department Head shall post the normal work day and work week for the employees within his/her Department. These hours and schedules shall remain in effect unless altered by the method described in Section 2 above or unless altered by mutual agreement by the parties.

Section 4

Exceptions to the above will be as follows:

(A) The work schedule for regular forty (40) hour work week including Saturdays and/or Sundays, evenings and nights shall apply to the following titles:

- Superintendent of Parks
- Park Supervisor
- Assistant Superintendent of Parks
- Recreational Facility Manager
- Assistant Recreational Facility Manager
- Superintendent of Golf Course
- Ranger
- Park Facility Manager
- Superintendent of Trees
- Recreation Program Supervisor
- Coordinator of Community Recreation
- Coordinator of Nature Centers
- Community Recreation Supervisor
- Chief Ranger
- Shop Foreperson

(B) The work schedule for regular thirty seven and one-half (37 ½) hour work week employees shall be between Monday and Saturdays, including evenings between the hours of 7:30 a.m. and 9:00 p.m. with one (1) hour for a meal.

The following titles are subject to the above:

- Librarian I
- Librarian II
- Librarian V
- Librarian IV
- Supervising Librarian
- Division Head
- Circulation Supervisor
- Chief Clerk – Library

(C-1) The work week shall be forty (40) hours with 5-2 work schedules and shifts 12-8, 8-4 and 4-12 between Sunday and Saturday. Work schedules and shifts shall be bid by seniority and shall be fixed for a six (6) month period. Each shift shall include a twenty (20) minute lunch break.

The following titles are subject to the above:

- Sewage Plant Supervisor
- Process Control Supervisor
- Process Control Monitor
- Incinerator Filtration Operator
- Process Supervisor
- Senior Supervisor
- O & M Technician

(C-2) The work week for the following titles shall be thirty five (35) hours with 5 consecutive work days either from 8-4 or 9-5 with an unpaid hour for lunch, Sunday-Thursday, Monday-Friday or Tuesday-Saturday to be scheduled by the Plant Superintendent depending upon the needs of the operation. Said schedules shall be posted no later than 30 days after the signing of this Agreement:

- Sewage Plant Chemist
- Wastewater Superintendent
- Process Control Engineer
- Master Mechanic
- Bacteriologist
- Assistant Chemist
- Quality Control Director
- Senior Mechanical Engineer

(D) The work schedule for Supervisory and Professional employees in the Public Works Department shall continue to be forty (40) hours per week. Such schedules to coincide with the operational needs of the Department.

(E) Supervisory and Professional employees in the Engineering Department shall work a thirty five (35) hour work week. Such hours shall be scheduled by the City Engineer.

(F) Those permanent employees whose regular number of hours are greater than twenty (20) per week but less than thirty five (35) shall continue to have their hours of work and work week scheduled by mutual agreement.

## **ARTICLE 6 - Overtime**

### **Section 1**

It is understood that employees in this Bargaining Unit whose positions are classified as Range 8 and above in the salary structure are designated as "Exempt" salaried employees.

### **Section 2**

Overtime for purposes of this Article is defined as all hours actually worked in excess of 40 in the employee's regular work week or any hours worked on an employee's sixth or seventh day of the work

week whether or not an employee has worked 40 hours, or any hours worked in excess of eight (8) hours in any day.

### Section 3

When a Department requires the service of an employee beyond the fortieth hour in the employee's regular work week, compensation shall be as follows:

(1) Employees in Range 7 and below shall be compensated at the rate of time and one-half the regular hourly rate of pay for all hours actually worked in excess of forty (40).

(A) Overtime pay under this provision must be authorized in advance by the Department Head or his/her designee. Any overtime not so authorized will not be paid by the City.

(2) Employees in Range 8 shall receive compensatory time off at the rate of time and one-half for all hours actually worked in excess of forty (40) hours in the regular work week. Employees in Range 9 and above shall not be eligible for compensatory time off pursuant to this provision.

(A) Employees shall not be permitted to accrue more than 200 hours of compensatory time under this provision.

(B) All compensatory time must be liquidated within one year from the date it is earned.

(C) Under no circumstances shall cash payment be made for compensatory time upon separation of service except that a maximum of 40 hours of pay is allowed if earned in the last year of employment and has not been used.

(D) All compensatory time must be authorized in advance by the Department Head or his/her designee, otherwise it will not be recognized by the City.

(E) Employees who work in twenty four (24) hour operations such as the W.P.C.A. shall be entitled to overtime at the rate of time and one-half (1-1/2) their normal rate of pay for all hours worked in excess of eight (8) hours in any work day or for any hours in excess of forty (40) hours in any work week in all positions in Range 8 and below in accordance with the stipulation worked out by the parties.

### Section 4

Employees whose regularly scheduled work day is less than eight (8) hours shall receive straight time pay for any time worked in excess of their regularly scheduled workday up to the eighth hour.

### Section 5

Employees in Range 8 and below who are called back to work shall receive time and one-half (1/2) for each hour for a minimum of four (4) hours of pay.

## ARTICLE 7 - Vacation

### Section 1

Effective January 1, 1984 all members of the Bargaining Unit shall be covered by the following vacation schedule:

- (1) One year or more of continuous service = three (3) weeks vacation per year;
- (2) Five years of more of continuous service = four (4) weeks vacation per year; and
- (3) Twenty years of more of continuous service = five (5) weeks vacation per year.

\*The parties mutually agree that ten (10) month employees who work for either the Board of Education or the City of New Haven do not receive the vacation benefits of this Article.

### Section 2

After an employee has completed six months service they are eligible to take up to ten (10) days vacation which shall be borrowed from the three (3) weeks they would receive after completion of one (1) full year of service. In the event of separation of service, an adjustment shall be made in favor of the City, and the employee shall be liable for repayment of any remaining balance due.

### Section 3

No employee shall be permitted to have more than forty (40) days vacation to his/her credit at any time. Should an employee retire or resign they would only be paid for a maximum of 40 days.

### Section 4

#### Prior Service

(A) Employees who have prior years of service with agencies not funded out of the General Fund but which would otherwise be considered regular City agencies and who become General Funded employees without any break in service shall be given credit for prior years of continuous service for purposes of the rate of vacation entitlement. Any vacation earned with such agencies must be utilized before the changeover to regular City employment. Employees being promoted to Bargaining Unit positions shall likewise be credited with continuous employment.

(B) Specifically included by this provision are employees transferred to the City pursuant to an Ordinance in the 1978-1979 Budget and CETA Administrative Staff employees.

### Section 5

#### Utilization

(A) All vacations are to be authorized and approved in advance by the Department Head. The minimum unit in which vacation may be utilized is one day.

(B) Advances of vacation, not to exceed ten (10) days, may be approved in the discretion of the Department Head. In the event of separation of service, an adjustment shall be made in favor of the City, and the employee shall be liable for repayment of any remaining balance due.

(C) Vacation shall normally be utilized within the vacation year in which it is earned.

(D) When conflicts arise in selection of vacation time, the senior employee will be given preference whenever practicable depending upon the operational needs of the Department.

## Section 6

### Payment Upon Separation of Service

Employees who retire or otherwise leave the employ of the City in good standing shall be paid for their vacation time not used. However, no payment in excess of 40 days shall be made.

## **ARTICLE 8 - Sick Leave**

### Section 1

All employees hired into Bargaining Unit positions before the effective date of this Agreement, including but not limited to employees hired from July 19, 1996 up to and before the effective date of this Agreement, shall be governed by Article 8, Sick Leave. Any employee who is promoted into a Bargaining Unit position on or after the effective date of this Agreement shall be governed by Article 8A, Sick Leave, unless he/she was governed by an accumulation sick leave provision in a City position he/she held immediately before the promotion.

### Section 2

#### Allowance

Employees covered by this Agreement shall earn and accrue sick leave at the rate of one and one-quarter (1-1/4) days per month of service. Credit for a full month will be given in any month an employee actually works or is on approved leave with pay for at least ten (10) working days.

### Section 3

#### Utilization

(A) Payment for sick leave shall be authorized and approved by the Department Head. Sick leave payment may only be used for employee illness or injury or for medical or dental examinations or treatment for which arrangements cannot be made outside of working hours.

(B) Sick leave may also be utilized for illness or injury to an employee's immediate family not to exceed three (3) days per Contract year..

(C) A medical certificate, acceptable to the Department Head, may be required:

(1) For frequent or habitual absence from duty or when, in the judgment of the Department Head, there is reasonable cause for requiring such certificate;

(2) For any period of absence consisting of more than three consecutive working days.

#### Section 4

##### Accumulation

(A) Each employee shall be permitted to accrue sick leave to a maximum of 150 days.

(B) An employee who was previously a CETA Administrative Staff employee or a Special Funded employee in a regular City Agency and who becomes a General Fund employee without any break in service will be permitted to be credited with accumulated sick leave up to the maximum allowed by this policy. This provision shall also apply to individuals promoted to Bargaining Unit positions.

(C) Employees who are involuntarily laid off, and who have a minimum of 30 days accrued at the time of separation, shall be paid 50% of the total accumulated days.

(D) Employees who retire in accordance with the provisions of the City Employees Retirement Plan shall be paid for all sick leave accumulated to a maximum of 150 days, at the rate of pay in effect at the time of retirement. Employees who retire who are not in the City Employees Retirement Plan shall also be eligible to receive such payment if they are at least sixty five (65) years old or would have been eligible had they been members of the Retirement Plan.

#### Section 5

##### Advance of Sick Leave

A maximum of fifteen (15) days of sick leave may be advanced to an employee at any given time in the discretion of the Department Head. In the event of separation of service, an adjustment shall be made in favor of the City of New Haven for the advanced sick leave granted.

#### Section 6

Sick leave may be donated to fellow employees if authorized by the Union President and the Director of Labor Relations. Said approvals shall be reduced to writing without precedent and handled on a case-to-case basis.

#### Section 7

Effective June 1, 1988, employees who work six (6) months without utilizing a sick day shall receive a seventy five (\$75.00) lump sum payment in a separate check not credited for pension purposes. The six (6) month periods shall be calculated from June 1 through November 30 and December 1 through May 31 of each Contract year. Payment shall be made no later than the third paycheck in December and June respectively for the preceding six (6) months.

## ARTICLE 8A - Occasional Sick Leave And Short Term Disability

### Section 1

All employees hired into Bargaining Unit positions **on or after December 10, 1998** shall be governed by Article 8A, Occasional Sick Leave and Short Term Disability. Any employee who is promoted into a Bargaining Unit position on or after the effective date of this Agreement and who was governed by an occasional sick leave and short term disability policy in the position he/she held immediately before the promotion shall be governed by Article 8A, Occasional Sick Leave and Short Term Disability.

### Section 2

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

### 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 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 jobs.

2. After the seventh (7th) day of absence 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.

## **ARTICLE 9 - Holidays**

### **Section 1**

Eligible employees shall receive twelve (12) paid holidays. The eleven (11) holidays, which will be celebrated on the dates 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 Day, and Christmas Day. In addition, employees shall receive one (1) floater holiday for use at the employee's discretion.

If the floater holiday is not used by July 31 of the calendar year, the employee shall on August 1 select the floater holiday for use in the remainder of that calendar year. Seniority by rotation shall prevail in any areas of conflict.

### **Section 2**

The normal method of compensation for holidays shall be to receive the day off with pay. If the operational requirements of a Department are such that an employee is required to work on the day of the holiday, a day off shall be scheduled within 20 working days of the date of the holiday. Employees who work in seven (7) day operations where compensatory time is not feasible shall be paid time and one-half for all hours worked on a holiday plus the holiday pay in lieu of the method of payment above.

(A) Holidays which fall on a Saturday will normally be celebrated on the Friday before the actual holiday. Holidays which fall on a Sunday will normally be celebrated on the Monday after the actual holiday.

(B) In order for an employee to be eligible to receive holiday pay, he/she must be on the payroll for that week in which a holiday occurs.

### **Section 3**

Employees, regardless of range, who are required by their Department Head to work on the actual holiday due to the nature of their work shall be paid time and one-half their regular rate of pay for all hours worked plus the holiday pay for that day. Said employees shall be paid for a minimum of four (4) hours worked at time and one-half their regular rate of pay. Said employees shall not be eligible for a day off to be scheduled within 20 working days as specified in Section 2 above.

## **ARTICLE 10 - Workers Compensation**

### **Section 1**

In the event an employee covered by this plan is injured in the course of employment and is receiving Workers Compensation, he/she shall receive the difference between the Workers Compensation pay and his/her regular weekly salary for a maximum of thirteen (13) weeks, per injury, including any recurrence of the original injury. The City maintains the prerogative to implement a preferred provider program in accordance with the Connecticut General Statutes.

## Section 2

In addition to existing rights, the City has or may have to recover Workers Compensation payments from responsible third parties, the City shall have the right to receive any payment made by it to supplement said benefits from such a responsible third party. If the employee recovers a judgment or otherwise settles his/her claim against a responsible third party, the City shall be reimbursed by the employee to the extent of the benefits paid by it.

## Section 3

The City agrees to hold the Management Union, Council 4, AFSCME, AFL-CIO harmless with respect to any liability on the employee's part as set forth above.

# **ARTICLE 11 - Leave Of Absence**

## Section 1

### Leave Without Pay

Leave without pay may only be obtained in accordance with the Civil Service Rules and Regulations. Leave of absence without pay of less than thirty (30) days shall only be granted if approved by the Department Head. Approval of leave without pay for unclassified employees must be obtained from their Department Head.

#### (A) Family and Medical Leave

Any employee who is an "eligible employee" as defined under the Federal Family and Medical Leave Act (FMLA), 29 U.S.C. Sec. 2601. et seq. shall be granted up to the statutory allotted weeks of FMLA leave during a twelve (12) month period in accordance with the FMLA. Any accumulated paid sick leave time must be exhausted first in situations where the leave being taken by the employee is covered by the FMLA; however, employees have the option to use or not use accumulated vacation days as part of the FMLA leave. Paid leave time used as part of the FMLA leave shall be included in (and shall not be in addition to) the aforementioned statutory period of allowable FMLA leave. A medical certificate acceptable to the City shall be required for FMLA leave situations.

(B) While on paid FMLA leave only, employees shall continue to accumulate sick leave days. Employees on any leave without pay (including unpaid FMLA leave) shall not continue to accumulate sick leave or vacation credits. However, the continuity of employment shall be preserved for purposes of vacation and longevity entitlement and other benefits based upon time in service.

(C) Employees on a leave of absence without pay will be eligible to continue their health insurance coverage at the group rate. Arrangements to do so must be made in advance with the Department designated to handle such arrangements or the insurance coverage will be terminated. However, employees on FMLA leave shall have their health insurance coverage maintained during such leave on the same terms as if they had continued to work. Provided, if the employee fails to return to work, the employee shall be liable for the retroactive premium payments in accordance with the FMLA.

(D) When an employee returns from an approved leave of absence, their medical insurance shall be reinstated and the City shall pick up coverage on the first day of the first full calendar month after they return.

## Section 2

### Leave With Pay

Leave of absence with pay may only be granted upon approval of the Labor Relations Director under extraordinary circumstances. Any request for such leave must be initiated, in writing, with accompanying letters from the Department Head and the Management Union President or his/her designee, stating in detail the circumstances associated with the request and the reasons why the employee feels the request should be granted.

## Section 3

### Bereavement Leave

(A) When there is a death in an employee's immediate family, the employee may be absent from work for not more than five (5) consecutive calendar days immediately following the date of death. If any of the days are regularly scheduled work days, the employee shall receive normal pay, notwithstanding the absence from work.

(i) Immediate family shall include spouse, parent, grandparent, mother-in-law, father-in-law, child, grandchild, brother, sister, or other person who is an actual member of the employee's household.

(B) In addition to the provision provided for above, employees may attend funerals for close relatives related by blood or marriage, when the funeral is held within the New Haven area, one (1) day's leave will be granted; when the funeral is held away from the New Haven area, a distance greater than fifty miles from New Haven, two (2) days leave will be granted.

(C) If the question arises, the employee may be required by the Department Head to submit some proof of death and/or relationship to the employee.

## Section 4

### Jury Duty Leave

(A) Employees summoned for Jury Duty will receive the difference between their regular pay and the compensation received from the State while on required Jury assignment.

(i) Notification of Jury Duty leave must be made in writing to the Department Head with a copy to the Controller's Office.

Section 5

Military Leave

(A) Any employee who is a member of the Reserve Corps of any branch of the Armed Forces of the United States shall be entitled to leave of absence to attend required field training in such Reserve Corps.

(B) While engaged in such training, the employee shall receive the difference between the compensation received from military duty and regular pay as a City employee.

(C) Notification of Military Leave should be made in writing to the Department Head with a copy to the Controller's Office.

**ARTICLE 12 - Health Insurance**

Section 1

The current medical plans and cost sharing rates shall be continued until June 30, 2006. Effective July 1, 2006, the City shall cover all employees scheduled to work twenty (20) hours per week or more and their eligible dependents under one of three medical care programs known as "BC-2", "BC-1", "CP-2". Retired union members shall have the option of selecting either BC-2, BC-1 or CP-2. Employees may choose between the medical plans at the time of enrollment and at the time of the City's annual open enrollment. The Medical Benefits Office maintains all 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 City's 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.

Should the City of New Haven participate in any future MEHIP plan offered by the State, the parties may engage in a reopener of this agreement for purposes of negotiating such changes to the medical benefits portion of the contract only.

Prescription coverage shall be as stated on the attached Medical Benefits Matrix.

Section 2

Full Pay Dental Plan and Dependent Rider of Unmarried Children 19-24 years of age, and the Dental Riders A, B, C, D, shall continue for all eligible employees and eligible dependents covered by one of the above-referenced medical plans regardless of the plan chosen.

Section 3

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

Section 4

Effective July 1, 2006, employees must contribute a percentage of the cost of his/her health and dental premiums based on the equivalent fully underwritten rates in effect at the time. Such data shall be shared with the Union when prepared and available. These contributions shall be made through weekly payroll deductions as follows:

<u>Year</u>	<u>BC-2</u>	<u>BC-1</u>	<u>CP-2</u>
7/1/06 – 6/30/07	9%	11%	15%
7/1/07 – 6/30/08	10%	12%	16%
7/1/08 – 6/30/09	11%	13%	17%
7/1/09 – 6/30/10	12%	14%	18%

Section 5

The City shall implement and maintain a Section 125 pre-tax deduction in accordance with the 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 a 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's tax benefits to be derived from this plan. Further, the parties agree that the health insurance benefits and the administration of those benefits shall continue to be governed by the collective bargaining agreement and the carrier's insurance plan.

Section 6

New employees shall not be eligible for medical benefits until the first day of the month coincident with or next following the successful completion of their probationary period.

Section 7

Employees who retire on or after the effective date of this Agreement shall contribute through a monthly deduction a fixed portion of the medical insurance premiums for the level of coverage in accordance with the cost sharing contributed by the employee at the time of his/her retirement.

Section 8

(A) Coverage: The City shall pay for all medical insurances listed in the above sections of this Article for all retirees and their spouses only who meet any of the following criteria:

- (1) Twenty five (25) years of service or meet 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.

Said coverage shall continue until the retiree reaches age seventy (70).

(B) 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 seventy (70).

(C) Spouses of retirees, who are retired and meet the above criteria and die prior to age seventy (70) shall continue to be covered until such time as the retiree would have reached age seventy (70).

(D) For retirees who satisfy the above criteria (and their spouses) and who reach the age of 65, the City shall pay for coverage under Medicare Supplemental Plan C with unlimited pharmaceutical coverage until the retiree reaches age 70. If the retiree dies prior to age 70 then his/her spouse will continue to be covered by Medicare Supplemental Plan C with unlimited pharmaceutical coverage until such time as the retiree would have reached age 70. 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.

(E) The insurance benefits listed in (A) above shall apply to all retirees whether or not they are in the pension plan.

#### Section 9

The City 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 City 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 of this Agreement.

#### Section 10

##### Life Insurance

(A) In accordance with carrier's policy, a twenty thousand dollar (\$20,000) term life insurance policy is provided and paid for by the City for each employee.

(1) In addition to the above, employees may purchase additional life insurance and pay for same by way of monthly payroll deductions. Such insurance may be purchased in an amount equal to two or three times the employee's salary, not to exceed \$100,000.

The present cost of such insurance to the employee is twenty-five cents (\$.25) per month per thousand dollars of coverage. This rate is subject to change.

#### Section 11

##### Long-Term Disability

Employees may purchase a long term disability policy and pay for same by way of monthly payroll deduction. Such insurance may be purchased in an amount equal to 2/3 of the employees salary with a 120 day exclusion and benefits to age 65.

Selection of carrier and additional terms of the policy shall be subject to Union approval.

#### Section 12 – 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 13 - Longevity Plan**

#### **Section 1**

Longevity payments will be made in a lump sum during the month of January for the preceding calendar year in accordance with the following:

- (A) Employees with at least six, but less than ten, years of continuous service shall receive an amount equal to one percent of his/her basic annual salary for the preceding year.
- (B) Employees with at least ten, but less than 20 years of continuous service shall receive an amount equal to three percent of his/her basic annual salary for the preceding calendar year.
- (C) Employees with 20 years or more of continuous service shall receive an amount equal to four percent of his/her basic annual salary for the preceding calendar year.

#### **Section 2**

A pro-rata lump sum longevity payment will be made to employees who resign or are laid off or retire pursuant to the terms of the City Employees Retirement Fund. In the event of the death of an employee who would have been entitled to longevity, the pro-rata payment shall be made to the employee's estate. Payment shall be made for that portion of the calendar year which the employee worked prior to retirement, death, resignation or layoff.

(A) An employee who is discharged shall not be eligible for longevity.

(B) Employees who are on Workers Compensation are eligible to receive longevity pay provided they remain employees of the City of New Haven.

#### **Section 3**

For purposes of computing the entitlement to longevity, credit may be given for not more than one prior period of continuous service, at the discretion of the Labor Relations Director.

#### **Section 4**

An employee who was previously a CETA Administrative Staff employee or a Special Funded employee in a regular City agency and who becomes a General Fund employee without any break in service, will be given credit for prior years of service for purposes of longevity entitlement.

## ARTICLE 14 - Travel And Reimbursement

### Section 1

In any case where travel is required in order to provide an approved City service, the employee shall be either furnished with a Municipal vehicle or reimbursed for such use in accordance with the provisions of this Article.

### Section 2

#### Method

Any job-related travel by an employee shall be performed by either public transportation, or City-owned or leased vehicle, or by personal car covered by insurance which names the City as an additional named insured. Such certificate shall contain a provision that the City shall be notified upon policy termination.

### Section 3

#### Local Travel

Employees in a position requiring local travel as part of the job assignment shall be prepared to use a personal car for such travel and will receive a mileage reimbursement as necessary. To the extent that City vehicles are available for local travel, any employee in a position which requires regular local travel will be assigned a City vehicle if such employee meets one of the following conditions:

(A) If the employee's anticipated travel amounts to at least 6,000 miles per year.

(B) If the employee is in a Management position for which a vehicle is part of the condition of employment.

(1) Assignment of vehicles shall not be exclusive. Each such vehicle shall be used only for City business travel. Such travel by City employees, other than the person to whom the vehicle is primarily assigned, shall be as travel schedules permit. To the extent possible, City travel by City employee not assigned to a specific vehicle shall be done in City cars not otherwise in actual use.

(2) Unless excepted or specifically authorized by the Mayor, Chief Administrative Officer, or their designee the following guidelines regarding personal use shall be followed: (i) City vehicles shall not be used on personal business; (ii) Travel done by the employee for a purpose other than providing an approved City service shall not be subject to City reimbursement, (iii) Employee may not take cars home overnight.

### Section 4

#### Reimbursement Rate

Reimbursement for the use of private automobiles for authorized City travel shall be at the Internal Revenue Service (IRS) rate in effect on the date of travel. People required to regularly drive their personal cars on City business must provide the Controller with a certification of insurance providing for \$100,000/\$300,000 limits naming the City as an additional named insured. Each person so required shall present a copy of such additional cost and shall be reimbursed as provided.

Section 5

Out Of State Travel

(A) All requests for travel on City business out of State shall be made in advance on forms provided by the Controller's Office and shall be subject to the approval of the Department Head and the Board of Finance.

(B) Reimbursable items include the following:

1) Registration fees.

2) Transportation:

(i) For trips up to 200 miles round trip, the City will pay either round trip air, train, or bus fare or the Internal Revenue Service (IRS) rate in effect on the date of travel if the employee utilizes his own private vehicle, except that no mileage reimbursement will exceed the cost of plane fare. Specifically listed charges will also be paid.

(ii) Any trips to a point more than 200 road miles round trip from New Haven shall be made by public transportation. The traveler may elect to go by bus, train coach, or tourist class airplane depending upon the convenience of the traveler and otherwise in conformity with the travel policy of the City.

3) Lodging: The City will pay up to a maximum of \$34 per day unless the minimum daily rate available for a single accommodation exceeds that amount.

4) Meals: The City will provide reimbursement for the actual cost of meals up to the following per diem rates:

Breakfast -	\$ 4.00
Lunch -	\$ 6.00
Dinner -	\$12.00

(i) Payments in excess of the above will not be approved except for the cost of meals at official program conferences, not included in the registration fee.

(ii) Gratuities: The City will pay the actual cost of gratuities up to 15% for meals.

5) Taxis and other local transportation provided they are listed separately on the appropriate form and explained.

6) Parking or garaging for automobiles used for approved travel.

7) Miscellaneous: Any miscellaneous expenses incidental to City business must be explained in detail.

NOTE: The City will not pay for telephone, telegraph, entertainment, laundry or other items of a personal nature not necessary for the conduct of City business.

**ARTICLE 15 - Emergency Operations**

**Section 1**

The following provisions will be operative when the Mayor or Chief Administrative Officer declares that an emergency situation exists due to a snow storm, hurricane, or other natural disaster or emergency situation:

(A) **Department Responsibility**

- 1) Each Department Head shall develop and maintain a list of employees whom he anticipates will be needed to work during such emergencies, either in their usual capacities or in some special capacity related to such an emergency.
- 2) Employees included on such lists are to be notified by the Department Head of this determination and shall provide to the Department Head a telephone number at which they can be reached in the event they must be called into work during such an emergency.
- 3) A declaration of an emergency situation by the Mayor or the Chief Administrative Officer shall not be construed as an order closing down City offices and operations. Each Department Head shall be responsible for determining which services of the Department are essential and are to be carried on during an emergency. The Department Head shall have the power and responsibility to determine which employees are needed to perform special duties outside the scope of their usual functions. To this end, employees may be assigned by the Department Head to work in locations and capacities outside of their usual working assignments.
- 4) When an emergency is declared, the Department Head will be responsible for contacting those individuals that will be required to report to work. Any employee included on the emergency employee list who is called upon to work during an emergency and who is unavailable without satisfactory explanation may be docked pay if called in within the hours of his/her normal work day and/or subject to appropriate disciplinary action.

(B) **Compensation**

- 1) Employees who are not required to work during an emergency shall receive their normal pay even though the normal activities of their offices are suspended and they are not required to be present to provide either normal or emergency services.
- 2) All employees, regardless of their range, who are required to work during an emergency on tasks beyond the scope of their normal work assignments shall be compensated at the rate of one and one-half (1-1/2) times their regular rate for all hours worked in excess of an employees regular work week.
- 3) Employees who continue to perform their normal work assignments during an emergency shall receive additional compensation for hours worked in excess of eight in the work day. Said compensation shall be at the rate of time and one half the employee's regular rate.

(C) **Limitations**

1) Consecutive Hours

(a) Employees shall not be permitted to work more than 16 consecutive hours. Any employee working 16 consecutive hours shall not be permitted to return to work within 8 hours.

Section 2

When the Chief Administrative Officer of the City informs the Public Works Director and other Department Heads that an emergency situation exists due to a snowstorm, hurricane, cold spell or other natural disasters, then all employees in Local 3144 up to and including Range 9 shall be compensated at time and one-half their regular hourly rate for all hours worked in excess of their normal work week.

(A) Consecutive Hours

Employees shall not be permitted to work more than 16 consecutive hours. Any employee working 16 consecutive hours shall not be permitted to return to work within 8 hours.

**ARTICLE 16 - Discharge And Discipline**

Section 1

Each Department Head shall have authority to exercise discipline as required to carry out the responsibility of the Department and to direct employees of the Department in the performance of their duties, subject to the provisions of this Agreement.

Section 2

Normally, disciplinary action shall be in the form of an oral warning, a written warning, a suspension without pay, or a discharge.

(A) Disciplinary action shall be consistent with the type of infraction or malfeasance which is the subject of the discipline.

(B) Discipline should be progressive in nature, but where circumstances warrant termination, it need not necessarily have been preceded by lesser disciplinary actions.

Section 3

All disciplinary actions shall be communicated, in writing, to the employee, with a copy placed in the Department's personnel folder and a copy sent to the Union President or his/her designee.

Section 4

Employees shall not be discharged or disciplined except for just cause.

Section 5

All records of disciplinary action shall be removed from an employee's record two (2) years after the incident occurs unless a similar infraction is committed by the employee in the two (2) year period.

#### Section 6

Employees who are discharged during their initial probationary period shall not have recourse to the grievance procedure including arbitration. This shall not apply to promotions.

### **ARTICLE 17 - Education Assistance**

#### Section 1

The City agrees that a sum of \$6,000 each year of this Agreement shall be set aside for the express purpose of being used for employees training programs and/or educational reimbursement.

#### Section 2

##### Eligibility

Applicants for educational assistance must have at least one year of continuous service at the time of application.

(A) All applications for education assistance must be made prior to the time of registration. Applications not made in advance will be rejected.

(B) Course work for which assistance is being requested must be job related, or it must be of such a nature as to improve the employees promotional opportunities, or it must be a requirement of a college or university degree program which is related to the employees development as a City employee.

(C) Course work must be taken at an appropriately recognized and certified educational institution. No reimbursement is available under this policy for association meetings, conventions, institutional programs, or other similar forms of extracurricular programs.

(D) Applications for educational reimbursement are available from the Department of Personnel and Civil Service. Completed applications are to be submitted for approval to the Director of Personnel and Civil Service provided funds are available.

(E) Special Fund and ETA employees shall only be eligible for education assistance if the grant or funds from which they are paid permit it or funds are available in the grant for education assistance.

#### Section 3

##### Reimbursement

The City will reimburse employees for actual allowable expenses incurred to a maximum of \$250 per semester, not to exceed \$750 per calendar year.

(1) Allowable expenses include tuition, books, lab fees, registration and fees.

(2) In order to be reimbursed, the employee must provide satisfactory evidence of completion of the course with a grade of "C" or higher for undergraduate school courses, or "B" or higher for graduate courses or a marking equivalent and proof of prior payment.

#### Section 4

The Union President shall receive a written report from the Director of Personnel no later than July 31 of each Contract year. The report shall list which employees applied for educational assistance, which employees received reimbursement also listing the amount received. The report shall cover the preceding Contract year July 1st through June 30th.

### **ARTICLE 18 - Residency**

There shall be no residency requirement for all Bargaining Unit employees.

### **ARTICLE 19 - Salaries**

#### Section 1

(A)The salary schedule in effect on June 30, 2005 is hereby amended to reflect a three and one half percent (3.5%) across the board increase effective July 1, 2005. Said salary schedule, as amended, is reflected and attached as Appendix I which shall be effective July 1, 2005 through June 30, 2006.

(B)The salary schedule in effect on June 30, 2006 is hereby amended to reflect a three and one half percent (3.5%) across the board increase effective July 1, 2006. Said salary schedule, as amended, is reflected and attached as Appendix II which shall be effective July 1, 2006 through June 30, 2007.

(C)The salary schedule in effect on June 30, 2007 is hereby amended to reflect a three percent (3%) across the board increase effective July 1, 2007. Said salary schedule, as amended, is reflected and attached as Appendix III which shall be effective July 1, 2007 through June 30, 2008.

(D)The salary schedule in effect on June 30, 2008 is hereby amended to reflect a three percent (3%) across the board increase effective July 1, 2008. Said salary schedule, as amended, is reflected and attached as Appendix IV which shall be effective July 1, 2008 through June 30, 2009.

(E)The salary schedule in effect on June 30, 2009 is hereby amended to reflect a three percent (3%) across the board increase effective July 1, 2009. Said salary schedule, as amended, is reflected and attached as Appendix V which shall be effective July 1, 2009 through June 30, 2010.

#### Section 2

No employee shall be hired at a higher step/salary than any employee in the same classification. Exceptions to this policy may only be made with the Union's approval.

#### Section 3

In the event a Bargaining Unit employee is promoted, his/her new salary on the Range he/she is promoted to shall be no less than a Step increase in the employee's Range prior to promotion.

Section 4

A list of all Bargaining Unit positions and titles and their respective Ranges are attached as Appendix V.

Section 5

Any proposed Range and Step changes for any employees shall be negotiated with the Union prior to implementation.

**ARTICLE 20 - Seniority**

Section 1

Seniority is defined as the total length of continuous service in any budgeted position in the General Fund and/or Sewer Fund of the City of New Haven.

Section 2

Separate seniority lists shall be kept and maintained for Special Fund employees who shall be subject to the same conditions and rights as General Funded Employees under this Article except as specifically modified or limited by Section 9 of this Article.

Section 3

In the event that a General Funded employee is laid off and is transferred to a Special Funded position, said employees seniority rights to a General Funded position shall be maintained until such time that he/she is laid off under the terms of Section 9 of this Article at which time his/her name will be placed on the re-employment list under the terms of Section 8 (D) of this Article.

Section 4

The City shall make every reasonable effort to test employees within the time limits specified in the Civil Service Rules and Regulations for new employees and make every reasonable effort to test employees prior to promotions.

Section 5

The City shall prepare a list of employees represented by this Bargaining Unit, showing their seniority in time of service with the City, their classification and rate of pay and deliver same to the Bargaining Unit once yearly in the month of April.

Section 6

The Civil Service Rules and Regulations as amended in the City Charter (1975) are hereby incorporated as an integral part of this Agreement, except where such Rules and Regulations are not subject to any aspect of collective bargaining as set forth in the Municipal Employee Relations Act of the State of Connecticut.

## Section 7

For the purpose of this Article, when the term full time permanent employee is used, it shall mean an employee who has successfully completed his probationary period and has been permanently appointed to a position in the classified service by the appointing authority, subject to the provisions of the Civil Service Rules and Regulations.

## Section 8

(A) Whenever it becomes necessary to reduce the number of employees in a given job classification because of a lack of work or lack of funds, the employee(s) with the least seniority within such job classification shall be removed first.

(B) Within each classification, the reduction of positions shall be made in the following order:

- 1) Seasonal or part-time
- 2) Temporary
- 3) Probationary
- 4) Permanent

(C) If a full-time permanent employee is to be laid off, his/her name will be automatically placed on a re-employment list in order of seniority by classification.

(D) If a permanent employee is to be laid off from one classification within the Bargaining Unit, by reason of seniority, he will be placed in the same or another classification within the Bargaining Unit, to which he has been previously certified and permanently appointed, under Civil Service Rules and Regulations, providing he has more seniority than the employee with the least seniority in that classification.

(E) If a permanent employee with five (5) years of more seniority is removed from his classification by reason of seniority and he/she has not been previously certified and permanently appointed to another classification, he/she will be placed in the same or a lower classification within the Bargaining Unit, to a position he/she is capable of performing immediately without training, provided he has more seniority than the person with the least seniority in that classification. Representatives of the City and Union will meet to determine to which job, if any, such placement will be. Such employee will be required to take the appropriate Civil Service Examination in order to become certified to his/her new position.

(F) An employee may select a layoff rather than accept placement under (D) and (E) above.

(G) An employee placed under (D) or (E) above will be placed in the same Range and Step as was the person he/she displaces.

(H) All employees laid off shall have their names placed on a re-employment list in order of seniority by classification. There shall be a re-employment list for each classification in which layoffs are made. An individual's name shall remain on the re-employment list for two (2) years or until re-employed, whichever occurs first.

(I) After a layoff has occurred, the following procedure shall be followed in filling vacancies:

(1) The City shall first restore to such vacancy, by seniority, an employee on the active payroll who was removed from the position by the cutback.

(2) If the job cannot be filled under (1) above, the City shall offer the position to an individual on the re-employment list with the most seniority who had previously occupied a position in the classification in question.

(3) If the position is not filled under the provision of (1) or (2) above, the City will fill the vacancy in accordance with the applicable provisions of the Civil Service Rules and Regulations, or other hiring practices of the City.

(4) Employees on a layoff status shall continue to accumulate seniority for two (2) years from the effective date of the layoff. The time spent on layoff shall not be deemed to interrupt the continuity of employment for employees recalled with said two year period. Any employee not recalled to work during this period shall lose all seniority rights and shall be treated as a new employee for all purposes.

(J) Two (2) refusals by an employee to return to a position under (E) (1) and (2) above will result in his name being removed from the Civil Service Re-Employment List.

#### Section 9

In the event of a loss of a grant or reduction in Funds whereby the City has to reduce personnel funded by Special Funds, Grants, or ETA Administrative money, those employees holding positions that were cut from the Grant shall be laid off unless they are qualified to fill another position in the project or other projects in the reasonable judgment of the Department Head or Special Fund Coordinator, or ETA Administrator. Such employees shall have recall rights for a period of two (2) years in a similar position provided they are qualified to fill another opening in the reasonable judgment of the Department Head or Special Fund Coordinator or ETA Administrator.

### **ARTICLE 21 - Pensions**

#### Section 1

(A) Schedule A attached hereto is a reinstatement of Articles I and VII of the City Employees Retirement Fund incorporates negotiated amendments pertaining to the Management Union. Effective six months from the signing of this agreement, there shall be a pension reopener for the purpose of negotiating a pension plan for the special fund employees of Local 3144 and to discuss any non-cost changes to the general fund pension plan. Such negotiations shall be subject to M.E.R.A.

### **ARTICLE 22 - Grievance Procedure**

#### Section 1 - Purpose

The purpose of the grievance procedure shall be to secure equitable solutions to employees grievances on as low an administrative level as possible and practicable so as to insure efficiency and employee morale.

## Section 2 - Definition

A grievance shall be considered to be a dispute between an employee and/or the Union and the City and/or any of its agents, servants, employees, officials, Boards or Commissions concerning the interpretation and application of specific provisions of this Agreement including the discharge, suspension, demotion or other discipline of an employee.

## Section 3 - Procedure

Any employee may use this grievance procedure with or without Union assistance except the procedure set forth in Section 5 of this Article. No grievance settlement made as a result of an individually processed grievance shall contravene this provision of this Agreement.

Step 1: An employee with or without a Steward with a complaint should first discuss the matter with his/her Department Head. In this discussion, the Department Head involved shall make an earnest effort to resolve the matter. The Department Head shall make whatever additional investigation is necessary and shall give his/her answer as soon as practicable, but within three (3) working days. It is agreed that most complaints should be settled at this Step.

Step 2: If the employee is not satisfied with the answer at Step 1, he/she shall then reduce his/her complaint to writing either on a form mutually agreed to by the parties or in a letter. Such grievance must contain the following information: (1) A statement presenting the nature of the grievance; (2) A statement outlining the relief sought; and (3) Specific reference to the clause or clauses of this Agreement if known to the employee, which the employee feels have been violated. The employee and/or his/her chosen representative shall submit the written grievance to the Department Head, who, in turn, shall submit to the Union a written answer to the grievance within five (5) working days.

Step 3: If the decision at Step 2 is not satisfactory to the employee, he/she may appeal, in writing, to the Director of Labor Relations within ten (10) working days after receiving the decision at Step 2. Upon receipt of such an appeal, the Director or his/her designated representative will investigate the grievance and make an effort to resolve it to the satisfaction of all parties. Prior to denying any grievance at this step, the aggrieved employee and/or his/her representative, if any, shall be afforded the right to meet and discuss the grievance with the Director or his/her representative. Step 3 grievances shall be scheduled within thirty days of receipt of grievance unless the parties mutually agree to extend the thirty day requirement. The decision of the Director or his/her representative will be made as soon as practicable, but not later than ten (10) working days after the aforesaid meeting or ten (10) days from the time the meeting should have taken place.

## Section 4 - General Provisions

Any complaint which is not taken up with the employees immediate Supervisor within fifteen (15) working days after the occurrence or knowledge of the matter, out of which the complaint arises, shall not be presented or considered at a later date. The Employer agrees that extenuating circumstances may arise where an employee will not have knowledge, within the time limits prescribed, of the matter which resulted in his becoming aggrieved, and, in such instances, the Employer 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.

At Steps 2 and 3 of this procedure, the Employer and the Union shall be permitted to call a reasonable number of witnesses, normally not more than two (2) from each party at Step 2 and three (3) from each party at Step 3.

When several employees within the unit have an individual grievance, the Union will select 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.

An employees grievance will be considered settled upon his written request, or when the grievant ceases to be a regular employee of the City, by resignation unless the grievance is directly related to the employees termination and he desires it to be processed; or unless the Union considers the grievance to reflect on or affect other employees in the Bargaining Unit, or when the time limit to appeal to the next step expires.

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

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

It is recognized by both parties that on occasions a grievance may develop, the immediate disposition of which would be in the best interest of both parties (i.e., discharge or suspension). In such instances, the responsible Union official may contact the Labor Relations Director directly to acquaint him with the situation. At that time a determination shall be made as to what procedure is to be followed.

Any grievance not answered within the prescribed time limits may be processed to the next step of the grievance procedure up to and including arbitration.

#### Section 5 - Arbitration

In order to be considered, a request by the Union for arbitration shall be forwarded to the State Board of Mediation and Arbitration with a copy sent to the Director of Labor Relations or his representative within twenty (20) working days from the receipt of the decision at Step 3 of the grievance procedure or twenty (20) working days from date that said decision should have been made. Grievances not appealed within this time shall be considered as settled.

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

Should the parties mutually agree to another method of arbitration other than the State Board of Mediation and Arbitration, the parties shall meet and agree on and select an Arbitrator or Arbitrators. It is understood that said Arbitrator or Arbitrators shall be the Connecticut State Board of Mediation and Arbitration, except as otherwise agreed upon by both parties to this Agreement.

The arbitration fee and expenses shall be borne equally by the parties to this Agreement. The Employer and the Union shall also share equally, the expenses of any and all mutually agreed upon services considered desirable or necessary in connection with the proceedings. Except that in the event one party to the proceeding requests a transcript, the non-requesting party shall not be required to share in the cost

of said transcript. The non-requesting party shall, however, be furnished a copy of the transcript in a timely fashion at no cost.

The Arbitrator(s) designated in accordance with this Article shall conduct a hearing at which the facts and arguments relating to the dispute shall be heard. The Arbitrator(s) jurisdiction to make an award shall be limited by the submission and confined to the interpretation or application to the provisions of this Agreement. The Arbitrator shall not have jurisdiction to make an award which has the effect of amending, altering, enlarging or ignoring the provisions of the Agreement in effect at the time of the occurrence of the grievance being arbitrated, 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(s) shall confine the award to a decision that the City or the Union has or has not violated a provision of this Agreement, and if such an award is in the affirmative, the award shall specify the remedy. The written award of the Arbitrator made in accordance with the above arbitration procedure shall be final and binding on the parties to this Agreement, subject only to court appeal of the decision.

### **ARTICLE 23 - Personal Leave**

Each employee shall be entitled to two (2) days per Contract Year to be known as Personal Leave. Such leave shall be with pay and not charged against sick leave.

An employee intending to utilize personal leave shall notify his/her supervisor at least forty-eight (48) hours prior to taking such leave unless such notification is impossible due to circumstances beyond the employee's control.

Employees shall be allowed to carry over personal days from one contract year to another. However, employees shall not be allowed to have more than four (4) days on the books at any given time.

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

Employees must use such days prior to retirement or resignation and the employee shall not be entitled to compensation for unused personal days.

### **ARTICLE 24 - Appointments**

Nothing in this Agreement shall be construed as abridging the appointment powers of the Mayor for any positions in this Bargaining Unit who are appointed by the Mayor for a time certain as specified either in the Charter or positions in the following Departments:

Mayor's Staff  
Human Resources  
Chief Administrator's Office  
Development Administration  
Public Information  
Corporation Counsel

If any employee in any such position is not reappointed, he/she shall not have recourse to the grievance procedure outlined in Article 22.

### **ARTICLE 25 - Union Activities**

#### **Section 1**

The Union shall be entitled to twenty (20) working days of leave with pay per contract year for union business, to use at their discretion. Each request for union leave shall be requested through the office of Labor Relations and shall apply to the President of the Union or his/her designee and up to four (4) other members so designated by the President.

#### **Section 2**

One Officer, the Chief Steward, one Steward and the grievant or grievants, and witnesses, not to exceed a total of five (5) people, shall suffer no loss in wages to attend any grievance hearings or arbitration.

#### **Section 3**

Five members of the Bargaining Unit plus the President and Chief Steward shall be allowed time off with pay for the purpose of negotiating a successor Agreement if negotiation sessions are held during working hours.

#### **Section 4**

The President, Vice-President and Chief Steward shall have super-seniority in all matters involving layoff or reduction in wages.

### **ARTICLE 26 - Non-Discrimination**

There shall be no discrimination, threat, penalty, coercion or intimidation or harassment of any kind against any employee for reasons of race, creed, color, sex, sexual orientation, religious belief, Union membership, national origin, political affiliation, age, handicap or Union activity.

### **ARTICLE 27 - No Strike Provision**

#### **Section 1**

The Union and its members agree that during the length of this Agreement it will not call or support or participate in any work stoppage or strike against the City.

#### **Section 2**

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

## ARTICLE 28 - Miscellaneous

### Section 1

Full time employees shall be reimbursed for any occupational tax paid by said employee relating to the professional capacity of the employee and his/her employment with the City. Proof of payment must be submitted to the Controller's Officer in order to be reimbursed for any such tax.

### Section 2

Overtime compensation for School Security workers shall be in accordance with existing practice.

### Section 3

Parks Department employees who currently receive housing as a condition of employment with the Parks Department shall pay the City the amount of rent approved by the Joint Rental Unit Study Committee. Said Committee shall consist of one individual appointed by the City and one appointed by the Union, whose charge shall be to establish fair and reasonable rents based upon the condition of property and market values, and the value, if any, the resident provides to the City. New hires shall not be required to reside in specific housing and shall not receive a subsidy on housing.

### Section 4

Employees who regularly use their private vehicles as part of their normal daily work assignment shall be provided with a free parking space by the City. All other employees shall be given a reduced rate (two-thirds the commercial rate) for parking in a garage or lot allocated by the Parking Authority.

### Section 5

(A) Employees in the Public Works Department and Parks Department shall be granted a meal allowance at the rate of five dollars (\$5.00) per meal when required to work between their normal schedule work hours and continue to work one-half hour beyond the meal hours listed below or who have been recalled to work after their normal work hours to perform emergency work.

(B) The meal allowance shall be provided for those eligible employees working one-half hour beyond the meal times of 6:00 p.m., 12:00 midnight and 6:00 a.m. Also, meal allowance shall be provided for the noon meal in those instances when work being performed is on a paid holiday, Saturday or Sunday, provided such employees are not regularly scheduled to work these days.

### Section 6 – Subcontracting

During the term of this Agreement, there shall be no subcontracting of work normally performed by Bargaining Unit employees, without the consent of the Union.

### Section 7 – Reclassification

The current stipulation on Reclassifications contained in the Contract shall be retained with the addition that any impasse be submitted to the Expedited Arbitration procedure before the State Board of Mediation and Arbitration.

Section 8 - Bargaining Unit Classifications

The parties agree to meet for the purpose of reviewing and updating Appendices V and VI.

Section 9 – Library (Sunday Hours)

If necessary, the City and Union shall meet in order to negotiate Sunday hours for the New Haven Free Public Library. Should an impasse be declared by either party, the interim bargaining provisions under the MERA, and all time limits set forth therein, shall be automatically invoked.

**ARTICLE 29 - Past Practice**

Nothing in this Agreement shall be construed as abridging any right or benefit that employees or Employer have enjoyed heretofore, unless it is specifically included as a provision of this Agreement.

**ARTICLE 30 - Duration And Contract Renewal**

Section 1

The duration of this contract shall extend from July 1, 2005 through June 30, 2010 and until a subsequent contract is negotiated and becomes effective, subject to any retroactive provisions agreed upon in a subsequent contract.

Section 2

Negotiations for a successor agreement shall be in accordance with State Statute.

Dated :

City of New Haven

Local 3144, Council 4,

AFSCME, AFL-CIO

By: \_\_\_\_\_  
John DeStefano, Jr., Mayor

By: \_\_\_\_\_  
Larry Amendola, President

By: \_\_\_\_\_  
Emmet P. Hibson, Jr.  
Director of Labor Relations

By: \_\_\_\_\_  
Thomas Fascio, Staff Representative,  
Council 4, AFSCME, AFL-CIO

## **ARTICLE 31 – 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 3144, Council 4, AFSCME, AFL-CIO or his 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.
- C. Basis for Testing: The testing authorized under this policy shall be preceded by a determination by a supervisor that the conduct, behavior, demeanor or statements of the employee have given that supervisor "reasonable suspicion" that the employee has engaged in substance abuse.
- D. Preservation of Rights: This policy does not constitute a waiver of the rights of members of the bargaining unit regarding drug testing protection provided by United States or Connecticut Constitution or statutes.
- E. Preliminary Determination of Reasonable Suspicion of Substance Abuse:
1. An order to undergo a test pursuant to this agreement shall be based on preliminary and final determinations of reasonable suspicion of substance abuse by designated supervisors. A supervisor shall base his or her preliminary determination on facts regarding the conduct, behavior, demeanor and statements of the employee observed by that supervisor or reliably and speedily reported to him or her. This preliminary determination shall be followed by a final determination by a second supervisor who must confirm the preliminary determination in order for testing to be ordered.
  2. Designated supervisors shall be the Department Head, Deputy Department Head and any supervisor acting in the capacity of the Department Head or Deputy Department Head. The City shall provide training for such designated supervisors, but the lack of such training of a particular supervisor shall not prevent his or her determination of reasonable suspicion of substance abuse, unless the lack of training is shown to have undermined the reliability of the determination.

F. Order to Undergo Test:

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

G. Testing Procedures: The testing procedures shall be in accordance with those set forth in 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.

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

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

- Blatant refusal to submit to the testing procedure or engaging in any conduct that clearly obstructs the testing process; including being unavailable for testing;
- Failure to provide an adequate amount of breath for an alcohol breath test without a valid medical reason;
- Failure to sign the alcohol testing form;
- Failure to submit to a confirmation test for alcohol after a positive result;
- Failure to endorse items to verify chain of custody for any specimen;
- Failure to provide sufficient amount of urine for a drug test without a valid medical reason;
- Failure to provide necessary identification before submitting to test;
- Failure to remain available for such testing.

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

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

- Pre-employment drug testing;
- 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.

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

#### Section 4: 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 that he/she is not under the influence of alcohol or illegal drugs.

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

STEP 5: If the employee chooses paragraph (b) in Step 4, the test procedures set forth in 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.

APPENDIX A  
TESTING PROCEDURES

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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	2000	2000
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.

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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.

City of New Haven  
And  
Local 3144, Council 4,  
AFSCME, AFL-CIO

Re: Establishment of an on-going  
Reclassification Review  
Committee

### Stipulation

The City of New Haven (hereinafter referred to as the “City”) and Local 3144, Council 4, AFSCME, AFL-CIO (hereinafter referred to as the “Union”) hereby agree to the following Stipulation which will establish a review mechanism for addressing reclassifications in a controlled, equitable and timely fashion:

(A) The parties shall immediately establish a Reclassification Review Committee consisting of two (2) persons from the Union appointed in writing by the President of Local 3144 and two persons (2) from the City appointed in writing by the Labor Relations Director. The Reclassification Review Committee shall meet regularly, but in no event less than once per month, except the months of July and August. A quorum shall consist of three (3) persons and a simple majority vote shall govern all matters brought before the Committee.

(B) Job Reclassification Criteria: A position within the scope of Local 3144 shall be considered for reclassification when an increase in duties and/or responsibilities of the employee holding said position or performing in said position in lieu of permanent appointment has been justified as described below:

(a) An Increase In Duties: When an employee is directed to permanently perform additional duties which are not included in the job description on file at the Personnel Office for the position the employee was appointed to.

(b) An Increase In Responsibilities: When the employee is directed to permanently perform additional responsibilities which increase accountability for work performed which is not included in the job description on file at the Personnel Office for the position the employee was appointed to.

If the increased duties and responsibilities are incidental in nature they shall be deemed to fall within the statement found in all City job descriptions which reads, “Performs Related Duties As Required” and not be considered as a measure for reclassification.

(c) The Reclassification Review Committee shall also have the authority to address pay inequities for specific jobs in which a job audit has been performed and a salary increase is recommended. Reclassification requests shall be reviewed in the chronological order submitted whenever practical and

consideration of positions which have not been reclassified previously shall be considered prior to jobs which have been reclassified previously.

(D) The Reclassification Review Committee shall also have the authority to establish it's own rules and regulations as it deems necessary.

Nothing prescribed herein shall prejudice the Unions right or the City's obligations to negotiate over mandatory changes in job duties as specified in the MERA.

In witness whereof, the parties have caused their names to be signed on this 6th day of September, 1984.

City of New Haven

Local 3144, Council 4,  
AFSCME, AFL-CIO

By: s/Victor Binkoski  
Victor R. Binkoski  
Labor Relations Director

By: s/Carmen Romano  
William A. Idarola, Jr.  
President

By:s/Ed Gatavaski  
Ed Gatavaski, Vice-President

Witness to all signatures:

Council 4, AFSCME, AFL-CIO

By: s/Robert L. D'Amato

By: s/Walter Condon  
Walter Condon  
Staff Representative

By: s/Albert Rogers

SCHEDULE A - Pension Provisions

ARTICLE I-- GENERAL INFORMATION

Section 1 - General Definitions

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

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

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

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

Eligible employee or Officer means any General Fund or Water Pollution Control Authority of the City of New Haven full time employee or paid full time Officer, elected or appointed, of said City, except an employee or Officer receiving benefits from or eligible for participation in any of the other pension or retirement funds of the City or the State of Connecticut;

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

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

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

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

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

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

Section 2 - Retirement Fund; Assets, Administration

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

- (1) All appropriations, gifts, or bequests made to the Fund from public or private sources for the purpose for which said Retirement Fund is established;
- (2) All contributions by participating members; and
- (3) All assets of the Employees Retirement Fund of said City heretofore created by an Act approved April 28, 1937 and subsequent amendment thereof.

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

### Section 3 - Retirement Board

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

The Retirement Board shall submit annually to the Board of Finance of the City of New Haven a schedule of estimated appropriations of money necessary for the administration of this plan; and shall receive, control, manage and expend according to the provisions of this plan all of said Fund, including any monies contributed by employees; and shall invest and reinvest all of said Fund in accordance with the provisions of the General Statutes governing trust funds. Said Board shall determine the eligibility of a member of the Retirement Fund and his rights under this act; shall make bylaws and regulations not inconsistent with law for the administration of this plan; shall hire and dismiss any employees necessary for the proper administration of this plan and fix their compensation and shall engage expert actuarial, legal, auditing, investment and medical service when, in the judgement of the Retirement Board, it shall be advisable.

### Section 4 - Payment By City

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

#### Section 5 - Annual Reports Of Retirement Board

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

#### Section 6 - Exemption Of Fund And Benefits From Taxation, Attachment, Execution, Etc.: Fund And Benefits Declared Unassignable

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

#### Section 7 - Limitations Of Actions

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

#### Section 8 - Effect Of Workers Compensation

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

#### Section 9 - Accounts & Reserves

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

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

#### Section 10 - Actuarial Valuation

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

### Section 11 - Membership Classification

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

### Section 12 - Optional Transfer Of Pension Credits In Event A Member Changes To, Or From, Permanent Employment Covered By The Policemen And Firemen's Pension Fund

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

### Section 13 - Miscellaneous

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

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

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

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

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

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

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

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

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

ARTICLE II                    PROVISIONS OF THE RETIREMENT PLAN APPLICABLE TO EMPLOYEES  
REPRESENTED BY MANAGEMENT UNION LOCAL 3144 OF THE  
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL  
EMPLOYEES

Section 1 - Definitions

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

Management Union means all of those supervisory and professional employees of the City of New Haven for whom the Management Union or its successor has a legal obligation to represent, as specified from time by the Collective Bargaining Agreement between the City of New Haven and that Union.

Eligible employees holding positions under new classifications, which shall come under the category of Management Union covered employees in the future shall also accrue the terms and benefits of this Article.

Section 2 - Determination Of Contributions Of Participating Members

The rate of contributions shall be 6% to be deducted from each eligible participating member's pay and transmitted to said Board. Computation of the average rate for use in determining benefits under this Article shall be based on such member's basic rate of pay except that total earnings including overtime, if greater, will be used for any year when such member's contributions were based on such larger amount.

Section 3 - Provision For Refund Of Contributions Or Deferred Pensions For Members

Withdrawing From Service; Provision For Refund Of Contributions Upon  
Death Of Member With No Qualified Survivors; Recovery From Disability

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

discretion, may pay to the member, or to his representative, designated or otherwise, an amount equal to his total contributions to the Retirement Fund.

In the event of such discontinuance after ten (10) or more years of Credited Service, and provided he does not qualify for greater benefits under the provisions of Section 6, any terminating member who does not request a refund of his contributions will be retained as a conditional member and will be eligible for a deferred pension commencing when he attains age sixty five (65) or upon such earlier date as may be elected by the member pursuant to Section 6 (g). Such deferred pension shall be for an amount determined as two percent (2%) of the conditional member's average rate of pay averaged over those five (5) years of service producing the highest average, for each year of Credited Service, subject to a maximum of seventy percent (70%) of such average rate of pay and reduced as provided in Section 6 (g), if applicable. Such conditional member and his survivors will not be eligible for any disability, survivorship or other benefits which are provided for non-conditional members by other Sections of this Article. Any changes in his benefits and/or eligibility requirements for such benefits prescribed in this paragraph which are adopted after a conditional member has discontinued his employment with the City shall not apply to such conditional member.

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

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

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

#### Section 4 - Eligibility For Retirement

(a) Any member who has completed ten (10) years of Credited Service for the City shall be eligible for retirement according to the provisions of this Article at the age of sixty five (65) years (sixty [60] years if he became a participating member before July 1, 1974).

(b) After June 30, 1980 any member the sum of whose age and years of Credited Service for the City equals or exceeds eighty (80) shall be eligible for retirement according to the provisions of this Article.

(c) Any member who has completed ten (10) years of Credited Service for the City shall be eligible for retirement on account of disability according to the provisions of Section 5.

(d) "Credited Service" for the purposes of this Article, shall mean that number of full and fractional years (calculated on a daily basis) with respect to which a member's pay is reduced by the amounts provided in Section 2.

(e) Notwithstanding anything contained herein to the contrary, in the event a member separates from the City's service and receives a refund of his contributions pursuant to Section 3, the member's Credited

Service shall include only those full and fractional years (calculated on a daily basis) occurring after the latest such refund, with respect to which the member's pay is reduced by the amounts provided in Section 2, unless:

(1) The member, within six (6) months of his return to the City's service, requests a reinstatement of his Prior Credited Service, if any;

(2) The members Prior Credited Service calculated as of the date of the latest refund exceeds the number of full and fractional years (calculated on a daily basis) falling between the date the member last separated from the City's service and the date first following such separation on which the member contributed to the Fund pursuant to Section 2;

(3) The member repays the latest refund together with three percent (3%) interest compounded annually; and

(4) The member passes such medical examination as the Retirement Board, in its sole discretion, shall prescribe. The Retirement Board shall have the sole discretion to determine whether the member has passed such medical examinations, and its decision shall be final and conclusive on all parties.

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

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

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

#### Section 5 - Disability Annuities

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

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

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

of his years of Credited Service, thereafter be entitled to those benefits provided in the second paragraph of Section 3.

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

#### Section 6 - Retirement And Disability Benefits

(a) For employees retiring by reason of age and service, pension benefits shall be calculated at a rate of two percent (2%) for the first twenty (20) years of credited service; three percent (3%) for each additional year of credited service after twenty (20) years. However, in no event shall the total amount of the pension benefit exceed a maximum of seventy percent (70%) of the employee's average annual rate of pay averaged over those five (5) years of service producing the highest average. Such annuity shall be paid monthly at the rate of one-twelfth of the annual amount so determined. A minimum annual pension of two thousand dollars (\$2,000.00) or eighty percent (80%) of the employee's annual rate of pay at the time of his retirement, whichever is smaller, is hereby established for present and future annuities.

(b) For employees retiring by reason of disability arising out of and in the course of employment as defined in the Worker's Compensation Act, the Retirement Board shall pay to each eligible member an annuity for life in an amount determined as two percent (2%) of the member's average annual rate of pay averaged over those five (5) years of service producing the highest average, for each year (or fraction) of Credited Service; provided such annuity shall not exceed seventy percent (70%) of his average annual rate of pay averaged over those five (5) years of service producing the highest average. Such annuity shall be paid monthly at the rate of one-twelfth of the annual amount so determined. A minimum annual pension of two thousand dollars (\$2,000.00) or eighty percent (80%) of the employee's annual rate of pay at the time of his retirement, whichever is smaller, is hereby established for present and future annuities. This disability annuity benefit shall be subject to the conditions set forth in Section 7.

(c) For employees retiring by reason of disability arising after the completion of ten (10) years Credited Service which is not a result of any pre-existing medical condition at date of employment, provided such disability was not incurred as a result of any other gainful employment, the Retirement Board shall pay to each eligible member an annuity for life in an amount determined as two percent (2%) of the member's average annual rate of pay averaged over those five (5) years of service producing the highest average, for each year (or fraction) of Credited Service; provided such annuity shall not exceed seventy percent (70%) of his average annual rate of pay averaged over those five (5) years of service producing the highest average. Such annuity shall be paid monthly at the rate of one-twelfth of the annual amount so determined. A minimum annual pension of two thousand dollars (\$2,000.00) or eighty percent (80%) of the employee's annual rate of pay at the time of his retirement, whichever is smaller, is hereby established for present and future annuities. Any pension payable by reason of such disability shall not be less than one-half of the member's annual rate of pay at the time of disability. This disability annuity benefit shall be subject to the conditions set forth in Section 7.

(d) For employees retiring by reason of disability arising after completion of ten (10) years of Credited Service which is a result of a pre-existing medical condition at the date of employment, provided such disability was not incurred as a result of any other gainful employment, the Retirement Board shall pay to each eligible member an annuity for life in an amount determined as two percent (2%) of the member's average annual rate of pay averaged over those five (5) years of service producing the highest average, for each year (or fraction) of Credited Service; provided such annuity shall not exceed seventy percent (70%) of his average annual rate of pay averaged over those five (5) years of service producing the highest average. Such annuity shall be paid monthly at the rate of one-twelfth of the annual amount so determined. A minimum annual pension of two thousand dollars (\$2,000.00) or eighty percent (80%) of

the employee's annual rate of pay at the time of his retirement, whichever is smaller, is hereby established for present and future annuities. This disability annuity benefit shall be subject to the conditions set forth in Section 7.

(e) Any elected official whose period in office expires or elected official or appointed official whose service is terminated involuntarily, not due to malfeasance or misfeasance in office, or who resigns after completion of ten (10) years of service and upon attainment of the age of forty five (45) shall subsequently receive, commencing upon the attainment of the age of sixty (60) or upon qualification for disability annuity according to the provisions of this Article, an annuity for life equal to forty percent (40%) of his average annual rate of pay averaged over those five (5) years of service producing the highest average, plus two percent (2%) of such average annual rate of pay for each full year of service in excess of ten (10) years, provided such annuity shall not exceed seventy percent (70%) of his average annual rate of pay averaged over those five (5) years of service producing the highest average.

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

(g) Early retirement option: Any (i) active member, or (ii) conditional member having ten (10) or more years of Credited Service, or (iii) member whose disability benefits are terminated by reason of his recovery, may elect early retirement on any date which is ten (10) or fewer years prior to the date on which he would first become eligible for normal retirement as prescribed in subsections (a) or (b) of Section 4, or subsection (e) of this section 6, in the case of an active member; or would have become eligible for normal retirement as prescribed in subsection (a) of Section 4 in all other situations covered by this Section had he remained in the City's employ. In such event his annuity, as determined by subsection (a) of this Section or Section 3, as the case may be, shall be reduced in amount by two (2%) percent for each full year by which his early retirement date precedes the earliest eligibility date for normal retirement as prescribed in subsections (a) or (b) of Section 4, in the case of an active member, or subsection (a) of Section 4 in all other situations covered by this Section, with a further proportionate reduction for any fraction of a year.

#### Section 7 - Additional Conditions For All Disability Annuities

Any disability annuity which is approved by the Retirement Board shall be subject to adjustment on account of the member's earnings from employment or self-employment of any kind, and his pension shall be discontinued unless he files with the Retirement Board annually before April 30th, a sworn statement of such earnings for the preceding calendar year as shown in his federal income tax return. The reduction in his disability annuity shall equal fifty (50%) percent of any excess of his earnings in the preceding calendar year over six thousand eight hundred dollars (\$6,800.00), but in no event shall such reduction exceed the amount of disability annuity paid for the period during which such excess earnings were earned. Such deduction shall be spread evenly over twelve (12) months, starting with the payment due on April 30th. No such adjustments for earnings shall be made after the disabled member attains the

age of sixty five. For any one of these members whose period of credited membership shall have commenced after his fortieth birthday, the amount payable as a disability annuity (before adjustment for earnings) shall be limited to a percentage of his annual rate of pay at the time of disability; this percentage is to be determined by multiplying two percent (2%) by the number of years of membership which he could have accumulated up to his sixty fifth birthday if he were able to continue his employment for the City until that date.

#### Section 8 - Survivorship Benefits

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

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

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

(b) "Average Annual Pay" as used in computing survivorship benefits shall mean the average annual rate of pay received by the deceased member averaged over those five (5) years of service producing the highest average, or the duration of such service if less than five (5) years, subject to a maximum of sixteen thousand and eight hundred dollars (\$16,800.00) for such average annual pay.

(c) Upon the death of a member who has completed ten (10) years of Credited Service for the City or who has qualified for a disability annuity or a retirement benefit by reason of age and service, a minimum

monthly benefit will be paid to his qualified survivors if greater than the amount determined from the benefit table above. Said minimum monthly benefit shall be equal to fifty percent (50%) of the amount of the monthly annuity to which the member would have been entitled if he had been permanently disabled on the date of his death, or fifty percent (50%) of the amount of his actual monthly annuity in the case of a member who has been receiving retirement or disability benefits from the Fund.

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

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

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

#### Section 9 - Requirements For Participation

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

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

(c) An open period of six (6) months starting June 1, 1989 is hereby established during which any eligible employee, who had not previously enrolled as a member, may make written application for membership. Such application should specify that his membership is to be effective either from the date of his application without payment of back contributions, or from the date on which his service commenced. On the latter basis he must agree to pay all back contributions which would have been required for his prior services with three percent (3%) compound interest, the amount of which will be determined or estimated by the Retirement Board whose decision shall be final. Such payment must be made in a lump sum or in equal monthly installments of at least ten dollars (\$10.00) over a period not exceeding thirty six (36) months. Such admission to membership will entail the discontinuance of any Social Security coverage on the member's subsequent earnings. Further, any retirement or disability annuity to which he becomes entitled in accordance with Section 6 will be subject to reduction by a Social Security adjustment in case he has elected retroactive membership on his prior service. This adjustment will be applied where the City has paid F.I.C.A. taxes for Social Security coverage on his prior earnings and will equal fifty percent (50%) of a proportion of the Social Security primary benefit available to him on date of his retirement. Such proportion shall be determined as the percentage which the total F.I.C.A. taxes paid on his earnings from the City bears to the total F.I.C.A. taxes paid on his earnings from all sources since January 1, 1938. Employees who had previously worked for CETA in City jobs without a break in service of greater than two (2) years and/or Special Funds without a break in service of greater than two (2) years or for Redevelopment (who were previously offered a chance to have

such Redevelopment time credited as pension time) shall specifically be included in this Section and be given one last opportunity to buy back said periods of service.

(d) This open period subject to the provisions and requirements of paragraph (c) will also be available to any member who wishes to establish credit for any period of non-participating prior service which preceded the effective date of his membership, provided such prior period was of at least twelve months duration.

(e) The provisions of paragraphs (c) and (d) for establishing retroactive membership credits will expire at the end of the open period on June 30, 1989.

#### Section 10 - Benefits For Periods Of Military Service

In determining benefits under Sections 6 and 7, credit shall be given for periods of military service in World War II, the Korean War or the Vietnam War subject to the following conditions: Any member who, after October 15, 1940, entered any branch of the armed forces of the United States or any service auxiliary thereto, or any civil emergency defense employment pursuant to requisition by the Federal or State Government, or any member who shall enter such services while the United States is at war, and who has been or shall be re-employed by the City within six (6) months after the termination of such military service, shall qualify for credit for his period of military service, provided he resumes his participation in the Retirement Fund, with an effective date antedating his entry into such service.

#### Section 11 - Preservation Of Benefits Paid Under Previous Acts

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

#### Section 12 - Future Cost-Of-Living Adjustments

Annually on each July 1, the monthly payments on those service annuities, disability annuities and survivors benefits on which at least eighteen (18) monthly payments have been made will be increased, or decreased, for changes in the cost-of-living as indicated by the Federal Consumer Price Index, Urban Wage Earners and Clerical Workers, All Cities, Revised (1967=100). For this purpose the Retirement Board will determine an adjustment percentage for each July 1, by relating such index for the full calendar year prior to such July 1 to that for the next preceding full calendar year, but such adjustment percentage shall be limited to a maximum of one hundred three percent (103%) and to a minimum of ninety seven percent (97%); further, no adjustment will be made where increase or decrease for the year is less than one-quarter (1/4) of one percent. However, the monthly benefit originally provided for a retired member or for a survivor shall never be reduced because of the accumulative effect of all cost-of-living adjustments.

#### Section 13 - Sick Leave Buy Back

Within 90 days of the execution of this Agreement, the City shall take all administrative steps needed to qualify members' pension contributions as pre-tax contributions. However, the City shall not be held liable if it takes all such administrative steps and the Internal Revenue Service or other federal or state agency with due regulatory authority over the Fund shall nevertheless deny the City's application for such treatment.

The members of Local 3144 shall be entitled to a one time sick leave buy back during the duration of the Agreement which will consist of the following:

(A) During the 4 month "window" period from April 1, 2006 through June 30, 2006 employees who elect to retire no later than June 30, 2006 under the Pension Plan will be given the option of exchanging their accumulated sick time for credited service in the following manner:

(1) For each 30 days of accumulated sick time relinquished by the employee, he/she shall receive one full year of credited service.

(2) The maximum amount of sick time that may be exchanged is 150 days, so that the maximum number of years of credited service which an employee may receive will be five (5) years.

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

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

(B) The maximum number of employees to be permitted to elect to exchange sick leave for credited service shall be thirty-five (35). In the event that the number of retirees exceeds thirty-five (35), then seniority (defined as the date of employment with the City) shall prevail.

(C) If less than thirty-five (35) employees elect to exercise the above-referenced option during the first window period, a second window period shall be offered from January 2, 2007 through April 30, 2007. Employees who elect to retire shall be governed by the terms set forth in paragraphs (A) and (B) above and must retire no later than June 30, 2007.

(D) A third window period shall be offered from January 2, 2008 through April 30, 2008 in the event that less than thirty-five (35) employees have exercised the above-referenced option during the prior two (2) window periods. Employees who elect to retire shall be governed by the terms set forth in paragraphs (A) and (B) above and must retire no later than June 30, 2008.

(E) A fourth window period shall be offered from January 2, 2009 through April 30, 2009 in the event that less than thirty-five (35) employees have exercised the above-referenced option during the prior three (3) window periods. Employees who elect to retire shall be governed by the terms set forth in paragraphs (A) and (B) above and must retire no later than June 30, 2009.

(F) A fifth window period shall be offered from January 2, 2010 through April 30, 2010 in the event that less than thirty-five (35) employees have exercised the above-referenced option during the prior four (4) window periods. Employees who elect to retire shall be governed by the terms set forth in paragraphs (A) and (B) above and must retire no later than June 30, 2010.

**LOCAL 3144 SALARY SCHEDULE - FY 05-06 - YEAR 1**

**3.50%**

<b>Range</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>	<b>Step 9</b>	<b>Step 10</b>
<b>1</b>	20,987	22,068	23,148	24,395	25,637	26,989	28,395	29,804	31,278	34,027
<b>2</b>	23,042	24,231	25,423	26,774	28,179	29,640	31,159	32,672	34,287	37,160
<b>3</b>	25,369	26,664	28,072	29,479	30,995	32,617	34,239	35,859	37,638	40,645
<b>4</b>	27,967	29,427	30,883	32,510	34,401	35,971	37,810	39,647	41,609	44,778
<b>5</b>	30,724	32,292	33,970	35,700	37,538	39,489	41,432	43,489	45,642	50,230
<b>6</b>	33,749	35,483	37,215	39,159	41,108	43,271	45,435	47,599	49,955	53,460
<b>7</b>	36,998	38,890	40,890	43,055	45,219	47,383	49,977	52,575	55,177	58,895
<b>8</b>	40,783	42,948	45,113	47,274	49,870	52,466	55,499	58,580	61,481	65,452
<b>9</b>	44,734	47,005	49,438	51,979	54,684	57,496	60,474	63,443	66,588	70,764
<b>10</b>	49,383	51,979	54,576	57,606	60,417	63,443	67,948	69,938	73,400	77,853
<b>11</b>	54,306	57,119	60,148	62,960	66,207	69,669	73,131	76,591	80,380	85,120
<b>12</b>	59,607	62,636	65,880	69,128	72,805	76,699	80,594	84,487	88,668	93,743
<b>13</b>	65,665	69,020	72,588	76,267	80,162	84,273	88,383	92,494	97,071	102,484
<b>14</b>	71,939	75,615	79,508	83,622	87,410	92,494	97,251	102,011	107,060	112,880
<b>15</b>	79,027	83,082	87,409	91,951	96,711	102,988	108,125	111,207	116,715	122,922
<b>16</b>	81,034	85,494	90,197	95,155	100,390	105,911	112,166	117,883	123,718	130,210

**LOCAL 3144 SALARY SCHEDULE FY 06-07 - YEAR 2**

**3.50%**

<b>Range</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>	<b>Step 9</b>	<b>Step 10</b>
<b>1</b>	21,722	22,840	23,958	25,249	26,534	27,934	29,389	30,847	32,373	35,218
<b>2</b>	23,848	25,079	26,313	27,711	29,165	30,677	32,250	33,816	35,487	38,461
<b>3</b>	26,257	27,597	29,055	30,511	32,080	33,759	35,437	37,114	38,955	42,068
<b>4</b>	28,946	30,457	31,964	33,648	35,605	37,230	39,133	41,035	43,065	46,345
<b>5</b>	31,799	33,422	35,159	36,950	38,852	40,871	42,882	45,011	47,239	51,988
<b>6</b>	34,930	36,725	38,518	40,530	42,547	44,785	47,025	49,265	51,703	55,331
<b>7</b>	38,293	40,251	42,321	44,562	46,802	49,041	51,726	54,415	57,108	60,956
<b>8</b>	42,210	44,451	46,692	48,929	51,615	54,302	57,441	60,630	63,633	67,743
<b>9</b>	46,300	48,650	51,168	53,798	56,598	59,508	62,591	65,664	68,919	73,241
<b>10</b>	51,111	53,798	56,486	59,622	62,532	65,664	70,326	72,386	75,969	80,578
<b>11</b>	56,207	59,118	62,253	65,164	68,524	72,107	75,691	79,272	83,193	88,099
<b>12</b>	61,693	64,828	68,186	71,547	75,353	79,383	83,415	87,444	91,771	97,024
<b>13</b>	67,963	71,436	75,129	78,936	82,968	87,223	91,476	95,731	100,468	106,071
<b>14</b>	74,457	78,262	82,291	86,549	90,469	95,731	100,655	105,581	110,807	116,831
<b>15</b>	81,793	85,990	90,468	95,169	100,096	106,593	111,909	115,099	120,800	127,224
<b>16</b>	83,870	88,486	93,354	98,485	103,904	109,618	116,092	122,009	128,048	134,767

**LOCAL 3144 SALARY SCHEDULE FY 07-08 - YEAR 3**

**3.00%**

<b>Range</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>	<b>Step 9</b>	<b>Step 10</b>
<b>1</b>	22,374	23,525	24,677	26,006	27,330	28,772	30,271	31,772	33,344	36,275
<b>2</b>	24,563	25,831	27,102	28,542	30,040	31,597	33,218	34,830	36,552	39,615
<b>3</b>	27,045	28,425	29,927	31,426	33,042	34,772	36,500	38,227	40,124	43,330
<b>4</b>	29,814	31,371	32,923	34,657	36,673	38,347	40,307	42,266	44,357	47,735
<b>5</b>	32,753	34,425	36,214	38,059	40,018	42,097	44,168	46,361	48,656	53,548
<b>6</b>	35,978	37,827	39,674	41,746	43,823	46,129	48,436	50,743	53,254	56,991
<b>7</b>	39,442	41,459	43,591	45,899	48,206	50,512	53,278	56,047	58,821	62,785
<b>8</b>	43,476	45,785	48,093	50,397	53,163	55,931	59,164	62,449	65,542	69,775
<b>9</b>	47,689	50,110	52,703	55,412	58,296	61,293	64,469	67,634	70,987	75,438
<b>10</b>	52,644	55,412	58,181	61,411	64,408	67,634	72,436	74,558	78,248	82,995
<b>11</b>	57,893	60,892	64,121	67,119	70,580	74,270	77,962	81,650	85,689	90,742
<b>12</b>	63,544	66,773	70,232	73,693	77,614	81,764	85,917	90,067	94,524	99,935
<b>13</b>	70,002	73,579	77,383	81,304	85,457	89,840	94,220	98,603	103,482	109,253
<b>14</b>	76,691	80,610	84,760	89,145	93,183	98,603	103,675	108,748	114,131	120,336
<b>15</b>	84,247	88,570	93,182	98,024	103,099	109,791	115,266	118,552	124,424	131,041
<b>16</b>	86,386	91,141	96,155	101,440	107,021	112,907	119,575	125,669	131,889	138,810

**LOCAL 3144 SALARY SCHEDULE FY 08-09 - YEAR 4**

**3.00%**

<b>Range</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>	<b>Step 9</b>	<b>Step 10</b>
<b>1</b>	23,045	24,231	25,417	26,786	28,150	29,635	31,179	32,725	34,344	37,363
<b>2</b>	25,300	26,606	27,915	29,398	30,941	32,545	34,215	35,875	37,649	40,803
<b>3</b>	27,856	29,278	30,825	32,369	34,033	35,815	37,595	39,374	41,328	44,630
<b>4</b>	30,708	32,312	33,911	35,697	37,773	39,497	41,516	43,534	45,688	49,167
<b>5</b>	33,736	35,458	37,300	39,201	41,219	43,360	45,493	47,752	50,116	55,154
<b>6</b>	37,057	38,962	40,864	42,998	45,138	47,513	49,889	52,265	54,852	58,701
<b>7</b>	40,625	42,703	44,899	47,276	49,652	52,027	54,876	57,728	60,586	64,669
<b>8</b>	44,780	47,159	49,536	51,909	54,758	57,609	60,939	64,322	67,508	71,868
<b>9</b>	49,120	51,613	54,284	57,074	60,045	63,132	66,403	69,663	73,117	77,701
<b>10</b>	54,223	57,074	59,926	63,253	66,340	69,663	74,609	76,795	80,595	85,485
<b>11</b>	59,630	62,719	66,045	69,133	72,697	76,498	80,301	84,100	88,260	93,464
<b>12</b>	65,450	68,776	72,339	75,904	79,942	84,217	88,495	92,769	97,360	102,933
<b>13</b>	72,102	75,786	79,704	83,743	88,021	92,535	97,047	101,561	106,586	112,531
<b>14</b>	78,992	83,028	87,303	91,819	95,978	101,561	106,785	112,010	117,555	123,946
<b>15</b>	86,774	91,227	95,977	100,965	106,192	113,085	118,724	122,109	128,157	134,972
<b>16</b>	88,978	93,875	99,040	104,483	110,232	116,294	123,162	129,439	135,846	142,974

**LOCAL 3144 SALARY SCHEDULE FY 09-10 - YEAR 5**

**3.00%**

<b>Range</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>	<b>Step 9</b>	<b>Step 10</b>
<b>1</b>	23,736	24,958	26,180	27,590	28,995	30,524	32,114	33,707	35,374	38,484
<b>2</b>	26,059	27,404	28,752	30,280	31,869	33,521	35,241	36,951	38,778	42,027
<b>3</b>	28,692	30,156	31,750	33,340	35,054	36,889	38,723	40,555	42,568	45,969
<b>4</b>	31,629	33,281	34,928	36,768	38,906	40,682	42,761	44,840	47,059	50,642
<b>5</b>	34,748	36,522	38,419	40,377	42,456	44,661	46,858	49,185	51,619	56,809
<b>6</b>	38,169	40,131	42,090	44,288	46,492	48,938	51,386	53,833	56,498	60,462
<b>7</b>	41,844	43,984	46,246	48,694	51,142	53,588	56,522	59,460	62,404	66,609
<b>8</b>	46,123	48,574	51,022	53,466	56,401	59,337	62,767	66,252	69,533	74,024
<b>9</b>	50,594	53,161	55,913	58,786	61,846	65,026	68,395	71,753	75,311	80,032
<b>10</b>	55,850	58,786	61,724	65,151	68,330	71,753	76,847	79,099	83,013	88,050
<b>11</b>	61,419	64,601	68,026	71,207	74,878	78,793	82,710	86,623	90,908	96,268
<b>12</b>	67,414	70,839	74,509	78,181	82,340	86,744	91,150	95,552	100,281	106,021
<b>13</b>	74,265	78,060	82,095	86,255	90,662	95,311	99,958	104,608	109,784	115,907
<b>14</b>	81,362	85,519	89,922	94,574	98,857	104,608	109,989	115,370	121,082	127,664
<b>15</b>	89,377	93,964	98,856	103,994	109,378	116,478	122,286	125,772	132,002	139,021
<b>16</b>	91,647	96,691	102,011	107,617	113,539	119,783	126,857	133,322	139,921	147,263



