

AGREEMENT

BETWEEN

THE CITY OF NEW HAVEN

AND

UE LOCAL 222 CILU/CIPU

LOCAL 71

JULY 1, 2005 - JUNE 30, 2010

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PURPOSE

It is the purpose of this Agreement to promote harmonious relationships between the City of New Haven and its employees in order that more efficient and progressive public service shall be rendered to the citizens of New Haven.

ARTICLE I - Recognition

Section 1

The City hereby recognizes Local #71, CILU/CIPU, hereinafter referred to as the Union, as representing all employees holding the titles as outlined in the Settlement Agreement signed by the parties regarding case numbers ME-22,243 and ME-22,947 (copy attached as Appendix A).

Section 2

The City recognizes the Union as the sole and exclusive representative of all employees in the bargaining unit as set forth in Section I of this Article in relations to wages, hours of work, working conditions and conditions of employment for the term of this Agreement. It is understood that this Agreement is negotiated under, and where applicable, shall be governed by the Municipal Employees Relations Act of the State of Connecticut.

Section 3

It is further understood that the right of an employee or employees to present his or their own requests or to adjust his or their own grievances shall not be limited or impaired by this Agreement if it does not conflict with the provisions of this Agreement and that the Union is notified at once of the settlement reached.

Section 4

The City will insure that all temporary appointments as defined by Civil Service working in bargaining unit classifications will be tested within the time limits specified in the Civil Service Rules and Regulations. The City shall furnish the Union President or his/her designee information on the status of temporary appointments upon written request.

Section 5

The City of New Haven also recognizes in this bargaining unit those personnel who occupy bargaining unit positions otherwise occupied by bargaining unit employees who are subject to the terms and conditions of this Agreement except as specified in Special Provisions, Article 30 and which personnel are, were, or will be hired pursuant to, and are paid from funds obtained from the Comprehensive Employment Training Act 1974 (as amended) otherwise known as CETA or other similar State or Federal legislation which supplements or replaces CETA.

Section 6

The City of New Haven shall provide the Union with one copy of each of its union contracts upon their effective dates.

ARTICLE 2 - GENERAL

Section 1

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

(A) "Permanent, Full Time Employee" = An employee appointed to a General 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) "Part Time Employees" = Any employee not regularly scheduled to work at least 20 hours per week.

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

(G) "Seasonal Employees" = Employees only hired at a particular time of the year for a limited period of time.

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

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

(J) "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.

(K) "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 13. 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.

Section 2

The benefits, economic and otherwise, set forth in this Agreement shall be final and binding on both parties for the life of this Agreement. The provisions and conditions of this Agreement shall not be changed or altered in any way whatsoever for the life of this Agreement, except as otherwise provided for in Section 3 of this Article.

Section 3

In the event either party to this Agreement wishes to propose that a change, addition, modification, correction, or deletion in this Agreement be made, the following procedure will be adhered to:

(A) The party proposing the change, addition, modification, or deletion shall reduce such to writing and mail it to the City or Union, as the case may be, within a reasonable time.

(B) Thereafter, and within a two-week period, a meeting of representatives of the parties shall be held to discuss the matter. This time requirement may be waived upon mutual agreement.

(C) If agreement is reached on the proposal, such will be reduced to writing and referred to the City and the Union for ratification, with the recommendation of both parties if such ratification is necessary for implementation.

(D) In the event that no agreement is reached under this Article it shall not be subject to the Binding Arbitration procedures under the M.E.R.A., except that Mediation can be utilized.

Section 4

Any agreed upon and ratified change, addition, modification, or correction and/or deletion to this Agreement shall become an addendum hereto and become a part hereof.

Section 5

Nothing herein shall require either party hereof to agree to any particular proposal submitted pursuant hereto. The obligation of both parties is only to discuss any proposal submitted pursuant to this provision.

ARTICLE 3 - Rights Of Employer

Section 1

The Employer maintains the exclusive right to direct the work force. This right shall include, but shall not be limited to, the right to: (A) direct employees; (B) hire, promote, transfer, and assign; (C) suspend, demote, discharge, or take other disciplinary action; (D) relieve employees from duty due to lack of work or for other legitimate reasons; (E) take any action necessary in order to maintain the efficiency of City Departments, determine the methods, means, manner and personnel by which services shall be rendered; and (F) to take any actions necessary in situations or emergency to carry out the responsibility of the City to the citizens of New Haven. In administering this Section, the Employer shall be bound by the obligations of law and the provisions of this Collective Bargaining Agreement. This Section, as all other Sections, is subject to the Grievance Procedure.

Section 2

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

ARTICLE 4 - Union Security And Check-Off

Section 1

As of the effective date of this Agreement, all members of the bargaining unit who are members of the Union shall, as a condition of continued employment, remain members of the Union in good standing or pays an agency fee which is allowed by law for the duration of the Agreement. Any employee who is hired after the effective date of this Agreement shall, as a condition of continued employment, become a member of the Union within thirty (30) days following his date of hire.

Section 2

During the life of this Agreement any employee who is now a member of the Union shall have the option to continue paying Union dues or in lieu thereof may shift to payment of the agency fee as described in this Article.

Section 3

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

Section 4

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

Section 5

When an employee does not have sufficient money due him after deductions have been made for pension, social security, garnishments and any other deductions authorized by the Employer or required by law, Union dues or service fee for that month will be collected by the Union directly from the employee.

Section 6

The City shall notify the Union within 30 days of any new employee hired in any Department.

Section 7

The Union shall notify the City of New Haven's Labor Relations Director in writing of any employee who is not in compliance with the terms of this Article and the City shall take appropriate action within a reasonable length of time but in no event more than 30 days from receipt of written notifications by the Union.

Section 8

The Union agrees to save the City harmless from any action growing out of this Article and commenced by any 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 Union Official.

ARTICLE 5 - Seniority

Section 1

Seniority is defined as the total length of continuous service with the City of New Haven except for the purpose of determining which employees shall be laid off pursuant to the procedures set forth in this Article. For the purpose of determining who shall be laid off, seniority is defined as the total length of continuous service as an employee in any Local 71 classified position in the General Fund of the City of New Haven.

Section 2

The Civil Service Rules and Regulations as set forth in the December 11, 1962 Booklet of the same title, reprinted on September 14, 1976 in accordance with 1975 Charter Revision, 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 3

For the purpose of this Agreement, 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.

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

Section 4

When a vacancy occurs in any of the shifts, the Department Head, in the Department where the vacancy occurs, will offer the opening to the employees within the same classification in his own Department, awarding the shift to the interested employee with the most seniority.

Senior employees shall not be denied preference for vacancies within departmental classification for malicious reasons.

Section 5

In the event that a vacancy occurs in a bargaining unit classification or a new position is created within the bargaining unit, such jobs shall be posted in all City Departments for five (5) working days provided there is no Civil Service List already existing and established in accordance with the Civil Service Rules and Regulations.

No temporary employees shall be allowed to remain in positions once a Civil Service List has been certified for the position. No exceptions shall be allowed.

Section 6

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

(B) The reduction in the classification of budgeted positions shall be made in the following order:

1. Seasonal or part time
2. Temporary
3. Probationary
4. Permanent

(C) If a permanent employee with less than five (5) years seniority is to be laid off, his name will automatically be placed on a re-employment list in order of seniority by classification.

(D) If a permanent employee with five (5) years or more seniority 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 or 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 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 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 displaces.

(H) All employees laid off shall have their names placed on a re-employment list in order of seniority. 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 pre-employment list with the most seniority who had been previously certified to the position to be filled.

3. If the position is not filled under the provisions of (1) or (2) above, the City will fill the vacancy under the provisions of the Civil Service Rules and Regulations.

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 within 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.

5. Any employee recalled from layoff status shall be placed in the same range and step he/she occupied at the time of the layoff.

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

Section 7

The City shall provide the Union on or about January 1 and July 1 of each year an updated list of all bargaining unit employees which shall include the employee's address on file with the City and the date of hire.

With respect to new employees, the Union will be notified within thirty (30) days of an individual's hire, the employee's name, address, title, position number, department, salary and date of hire.

Section 8

In the event of a loss of a grant or a reduction in funds whereby the City has to reduce personnel funded by special funds or 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. Such employees shall have recall rights for a period of two (2) years.

Section 9

Changes in job duties and responsibilities, including those necessary to comply with the Americans with Disabilities Act, that significantly impact on wages, hours, or conditions of employment shall be negotiated in accordance with the M.E.R.A.

Section 10

Employees shall not be eligible for health benefits, personal days or sick days until satisfactorily completing their probationary period. Once the employee has satisfactorily completed their probationary period, the accrual of sick leave, vacation time and personal dates shall be determined by the employees original date of hire.

Section 11

The City of New Haven agrees that any CILU Local #71 member who is transferred or promoted to any position included in Locals 3429, 287, 3144 or CILU Local #68 shall be able to carry over all unused sick leave and vacation pay and further agree that his time in CILU Local #71 shall be credited towards vacation and longevity.

ARTICLE 6 - Vacations

Section 1

The purpose of vacations is to permit a period of rest and recreation for each employee. This purpose is best served if the vacation period is taken at one time.

Section 2

All full time employees regularly scheduled to work twelve (12) months during each fiscal year shall receive ten (10) working days paid vacation after having worked and completed one (1) full year of continuous service for the City of New Haven.

All full time employees regularly scheduled to work twelve (12) months during each fiscal year and who have worked and completed five (5) years or more of continuous service shall receive fifteen (15) working days paid vacation.

All full time employees regularly scheduled to work twelve (12) months during each fiscal year and who have worked and completed twelve (12) years or more of continuous service shall receive twenty (20) working days paid vacation.

All full time employees regularly scheduled to work twelve (12) months during each fiscal year and who have worked and completed twenty (20) working years or more of continuous service shall receive twenty-five (25) working days vacation.

Section 3

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

Employees shall be allowed to carry over vacations, however, 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 six weeks (30 days).

Section 4

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

Section 5

The time for taking vacations shall be approved by the Department Head. Seniority shall prevail in setting up vacations. Vacations may be taken at any time during the calendar year in accordance with the provisions of this Section.

Section 6

The vacation pay for an eligible employee shall be based upon his regular annual salary reduced to and paid as the employee's regular weekly earnings.

Section 7

An employee who is discharged shall not be eligible for vacation pay.

Section 8

In the event of death in the immediate family, as defined in Article 11 of this Agreement, and such death occurs while the employee is on vacation, such period of leave shall not be charged to vacation.

Section 9

In the event that an employee resigns after a sufficient notice or retires and has not taken his/her vacation, then that employee shall receive vacation pay for all unused vacation. Upon the death of an employee the amount of unused vacation pay shall be paid to his/her beneficiary.

ARTICLE 7 - Hours Of Work

Section 1

The regular work week for employees in the unit shall be Monday through Friday, inclusive, seven (7) hours each day, thirty five (35) hours each week, 9:00 a.m. to 5:00 p.m., except those employees and departments who are currently working different hours which hours shall be maintained and except as otherwise shown in Section 6 of this Article. In addition, the Police Department shall have the flexibility of implementing a two-shift schedule at the Animal Shelter (8:00-4:00 and 9:00-5:00) at Management's discretion.

The standard payroll period shall be from 12:01 a.m., Sunday until 12 midnight the following Saturday.

Section 2

For the purpose of this Article, the parties agree that the length of the lunch period of each employee whether paid or unpaid in effect upon the effective date of this Agreement and the practice of a paid or unpaid lunch period in effect on said date shall remain in effect for the duration of this Agreement so long as in no case shall a lunch period extend beyond one (1) hour.

Section 3

In times of emergency as determined by the Department Head, all full time employees are subject to assignment to any additional duties as required.

Any full time employee who is qualified and fails to report to duty when called during an emergency shall be subject to appropriate disciplinary action. Allowance may be made for special conditions such as sickness in failing to report for work.

Section 4

If City Hall and/or other agencies are open and various departments of the City are functioning, employees who do not report to work or who do not report to work within a reasonable hour because of snow, ice or other storms, shall be charged with loss of pay for that day.

Section 5

Whenever the Mayor determines that City Hall and/or other City agencies have to be closed due to weather conditions such as blizzards, ice storms or hurricanes, etc., the following shall prevail:

(A) Employees who are allowed to go home or not required to come to work shall not lose any compensation nor will they be charged sick leave for that day or portion of the day.

(B) Employees who are required to work due to the nature of their duties or are called into work shall receive compensatory time for all hours that they worked during any such period of close down determination declared by the Mayor. In addition, these employees shall receive their normal compensation for all hours work as specified by other terms of this Contract.

Section 6

Set forth below are the hours of work of employees which differ from those described in Section 1 of this Article. Said hours of work and/or work schedules shall, for the purpose of this Agreement, be construed to be the regular work week, and/or hours of work for the employees assigned to or currently holding said positions.

Exceptions To Normal Work Week

| Department | Classification | Work Week |
|-------------------|--|---|
| Police | Building Attendant II Motor Vehicle Mechanic Maintenance Mechanic | Sun-Sat, 40 hrs, 6am-6pm, staggered. Sun-Sat, 40 hrs, rotating. Staggered weeks, rotating shifts, 6am-2, 7-3, 8-4, 9-5, 10-6, 4am-12, 5-1, 6-2, 11-7, 12-8. |
| Parks & Rec. | Park Foreman II Park Foreman I Blacksmith Carpenter Electrician Plumber Plumber Asst. Stone Mason Heavy Duty Equipment Oper. Equipment Mech. Leadman Equipment Mechanic Gardener III Gardener II | All Park positions: Sun-Sat, 40 hrs., rotating seasonal shifts, 7am-3:30 and 2:30-11. |

Caretaker II
 Caretaker I
 Asst. Ranger
 Tree Trimmer I
 Tree Trimmer II
 Groundsman III
 Groundsman II

| | | |
|----------------|---|--|
| Public Works | Bridge Tender | Sun-Sat, 40, split weeks, rotating shifts of 5-1, 1-9 and 9-5. |
| | Maintenance Worker Spare Bridge Tender | |
| | Heavy Equipment Operator | M-F, 40, 6a-2:30p or 7:30a-4p |
| | Operator/Utility Worker | M-F, 40, 7:30a-4p |
| | Scale Room Operator | M-F, 40, 7-4 or 6:30-3:30 |
| Animal Shelter | Kennel Worker | Present hours & schedules to be maintained |
| | Animal Control Officer | |

All the above changes will be implemented within thirty (30) days following ratification by the Board of Aldermen.

NOTES:

(A) Parks Department Caretakers may be rescheduled, in the discretion of the Department Head, to work forty (40) hours per week, Sunday through Saturday, with two (2) consecutive days off. Volunteers will be sought before employees are ordered to work a revised schedule. If a sufficient number of employees do not volunteer then the City may order employees to work the revised schedule in order of inverse seniority. The daily schedule for these employees may be from 8:00 a.m. to 4:30 p.m. or alternatively, from 2:00 p.m. until 10:30 p.m. No such rescheduling shall be implemented unless first approved of by the Department Head. Prior to the Department Head's decision, a Union official must be notified when any change is being sought.

(B) The above limitations notwithstanding, the hours worked by Bridge Tenders and Maintenance Worker Spare Bridge Tenders shall be determined by the Department and may be altered on a seasonal basis. Schedules and assignments shall be consistent with governing Coast Guard regulations and shall be bid by seniority at such times as the Department deems appropriate. All Bridge Tenders and Maintenance Worker Spare Bridge Tenders shall be eligible for all bridge assignments relative to their titles and no prior assignments or incumbencies shall apply to any bids.

(C) The provisions of Sections 1 and 6 of this Article notwithstanding, the hours of employees appointed on or after February 1, 1977, shall initially be determined in the discretion of the Employer. The Employer shall notify the Union of work schedules established under this Section to the extent that they vary from schedules otherwise provided for in Sections 1 and 5 of this Article.

Section 7 - Flex Time

(A) The City of New Haven, if it decides to do so, may offer a flexible work schedule to employees in City Departments, Offices and Bureaus. Employees shall only work such flexible hours on a volunteer basis. The flexible work schedule shall be within the City pay period of Sunday through Saturday.

(B) An employee or other 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 workday or workweek. 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.

Any dispute(s) 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.

(C) 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.

ARTICLE 8 - Overtime

Section 1

Time and one-half the current hourly rate of pay shall be paid in each or any of the following instances:

- (A) After eight (8) hours in any work day, and
- (B) After forty (40) hours in any work week,
- (C) All time worked on Saturday and Sunday for 35 hour employees who work Monday - Friday,
- (D) All time worked on a 6th consecutive day or 7th consecutive day for employees working in 7 day operations.

Section 2

Supervision shall make all overtime assignments to bargaining unit employees and shall be consistent with the principle of distributing overtime as equitably as practicable among the bargaining unit employees holding the same job classification affected by the overtime assignment. When an employee does not avail himself of the opportunity to work overtime, it shall be recorded on the overtime chart as though he had worked.

Section 3

An employee will work overtime when requested to do so by supervision provided such employee is given notice of such overtime at least two (2) hours or more in advance. Should an employee not receive at least two

(2) hours notice of such overtime assignment he may decline such overtime assignment, and shall not be credited with such overtime for purposes of determining equitable distribution.

Section 4

In the event that all affected employees refuse or are not available to work overtime, the least senior employee in the classification and area affected by the overtime must work such overtime.

If the classification consists of one or two employees who are not available, the supervisor shall ask for volunteers among his other qualified employees. If no such employee volunteers, then the supervisor shall have the right to assign the overtime to a qualified employee who must work the overtime. The assignment will be rotated on a seniority basis, with the qualified employee with the least seniority being assigned the overtime first.

Section 5

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

ARTICLE 9 - Call-In Pay

Section 1

Employees called back under the conditions set forth below, shall, in accordance with the provisions of this Article, be paid call-in pay computed at time and one-half their regular hourly rate.

Section 2

For the purpose of this Agreement, an emergency is defined as a condition which, in the opinion of management, requires that corrective action be taken immediately and that in order to effect such corrective action, it is necessary to require an employee or employees to return to work prior to the employee's regularly scheduled starting time.

It is the intent of the parties, that this Article shall not apply to employees required to report early or at hours other than their regularly scheduled starting time due to another employee being absent, on vacation, or on any other authorized leave of absence. Employees required to report under such circumstances shall be compensated at their regular hourly rate.

Section 3

Employees called in for emergency work as defined above shall be paid in accordance with the following schedule:

(A) If an employee is required to and reports for work four (4) or more hours prior to his regularly scheduled starting time, a minimum guarantee of four (4) hours pay at time and one-half his regular hourly rate.

(B) If an employee is required to and reports for work less than four (4) hours prior to his regularly scheduled starting time, time and one-half his regular hourly rate will be paid for all hours worked up to his regular starting time.

Section 4

Hours worked under the Call-in provisions of this Agreement shall be used in the computation of hours under the overtime provisions of this Agreement. That is to say that in order to be eligible to receive overtime pay at a premium rate, an employee must have completed his regularly assigned shift. In like manner, hours worked under the call-in provisions of this Agreement, shall not be counted in determining if an employee has worked in excess of forty (40) hours during a given work week.

ARTICLE 10 - Sick Leave

Section 1

Employees hired before July 1, 1998, shall be covered by the provisions of this Article in its entirety. Employees hired on or after July 1, 1998, shall only be covered by Sections 2, 5, 8, 9 and 10 of this Article.

Section 2

Sick leave shall be considered to be the absence from duty with pay of bargaining unit employees for the following reasons:

(A) Illness or injury except where directly traceable to employment by an Employer other than the City of New Haven and where illness or injury is commensurable under State Law.

(B) For medical or dental examination or treatment for which arrangements cannot be made outside of working hours.

(C) When exposure to contagious disease endangers the health of other employees.

(D) Sick leave may be used for illness, incapacity, or injury to a member of the employee's immediate family, that requires the employee's personal attendance, provided, however, that in the event the absence shall extend beyond two (2) days, the City shall require proof of same, and provided further that the employee's spouse is in no way available for said attendance.

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

Section 3 - Sick Leave Allowance

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

Employees scheduled to work part time for the full fiscal year but less than what a permanent full time employee shall be regularly scheduled to work, such employee shall accumulate sick leave at the rate of one and one-quarter days per month and the rate of compensation shall be determined by multiplying the number of hours in his normal daily work schedule times his regular hourly rate of pay. (Employees scheduled to work less than twenty (20) hours per week, part time, seasonal, as defined in the M.E.R.A., temporary and employees employed on emergency basis are not eligible for sick leave.)

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

(C) No sick leave with pay in excess of the leave accumulated to a permanent employee's credit may be granted unless authorization in advance by the Director of Labor Relations. Such authorization shall not exceed one (1) year's sick leave allowance.

Section 4 - Sick Leave Accumulation

(A) All unused sick leave of any employee during continuous employment may be accumulated up to a maximum of one hundred fifty (150) working days.

(B) For each seven and one-half working days of sick leave earned after the maximum accumulation has been reached, each permanent employee shall receive one (1) working day of leave with pay. Such earned leave shall be taken within the succeeding calendar year.

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

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

Section 5 - Medical Certificate Required

A medical certificate, acceptable to the appointing authority, is required:

(A) For frequent or habitual absence from duty and/or when in the judgment of the appointing authority there is reasonable cause for requiring such certificate.

(B) For any period of absence consisting of more than five (5) consecutive working days.

(C) When a member of the immediate family is critically ill or disabled.

Section 6 - Sick Leave Accumulated At Retirement Or Death

(A) Upon retirement, an employee shall be credited for the period of time corresponding to the amount of sick leave accumulated, up to a maximum of 120 days. Said credit shall be paid in a lump sum within one (1) month of the employee's retirement date.

(B) Upon the death of an employee, the amount of sick leave time credited to the employee up to a maximum of 120 days shall be payable to his beneficiary.

(C) If an employee is laid off and subsequently recalled within two (2) years of the date of layoff pursuant to Article 5, the sick leave balance that was credited to said individual at the time of layoff shall be restored to his credit upon recall.

If the employee is not recalled within two (2) years of the date of layoff, then he shall be paid a lump sum at the end of the two (2) years, equal to the number of sick days accrued at the time of layoff, up to a maximum of 120 days times the employee's daily rate of pay at the time the layoff occurred. If the employee dies during the two year period, not having been recalled, said sum shall be paid to his/her estate.

(D) Employees who leave the City service in good standing and who have a minimum of thirty (30) sick days accrued at the time of separation, shall be paid for one-half the total number of accumulated days at the rate of pay then in effect.

Section 7 - Administration of Sick Leave

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

(B) There shall be maintained in each Department a record for each employee of all sick leave taken and accumulated. These records shall be subject to inspection by the Controller's Office and he may require periodic reports to be submitted to him.

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

1) A record of an employee's accumulated sick leave shall be submitted to him upon his request at least once annually.

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

Section 8

In any calendar year (January 1 through December 31) that an employee utilizes five (5) or fewer sick days, he/she shall accrue one (1) personal day for use in the next calendar year. In any calendar year that an

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employee utilizes three (3) or fewer sick days, he/she shall accrue two (2) personal days for use in the next calendar year.

Section 9 - Leave Without Pay

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

(A) Employees granted a medical leave of absence may utilize any or all of their accumulated sick leave before going on the leave without pay.

1) Leave of absence without pay not to exceed one year is available to care for an ill child, parent or spouse or for maternity or paternity purposes under medical conditions whereby the father is needed at home.

(B) Employees on a leave without pay 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.

(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 10 - 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 local 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 11

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-by-case basis. Sick leave can also be donated to a sick leave bank to be administered by a CILU Local #71 committee consisting of the President and two approved members. Any existing days that were previously donated and unused shall be placed into the sick leave bank.

Article 10A - Occasional Sick Leave and Short Term Disability

Section 1

Only employees hired on or after July 1, 1998, shall be covered by the provisions of this Article.

Section 2

Employees who have completed their probationary period shall be covered by a short term disability policy as described herein. In addition, employees shall be allowed seven (7) paid sick days per year, to be credited January 1 of each calendar year after the employee has completed his/her probationary period.

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

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

Section 3

INCOME PROTECTION PLAN

A. Purpose

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

B. Eligibility

To be eligible for disability benefits, an individual must be a full time employee who has completed his/her ninety (90) day probationary period and must present medical documentation substantiating the disability.

C. Short Term Disability

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

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

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

Section 4 - Administration of Sick Leave

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

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

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

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

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

Section 5

Employees shall not be allowed to donate any unused sick leave days to fellow employees; however, they shall be able to donate such days to the Sick Leave Bank with the proviso that he/she cannot be the recipient of any days from the Sick Leave Bank.

ARTICLE 11 - Time Allowance For Death In Family

Section 1

Regular full time employees may be absent from their assigned duties for the five (5) consecutive calendar days immediately following the death of a member of his immediate family. Should any of these days be one of his regularly scheduled work days, he will be compensated for such absence.

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

For the death of spouse or child the employee shall be allowed five (5) consecutive working days commencing immediately following the death.

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

Any days taken for this purpose which are in addition to five (5) days authorized leave shall be considered as leave without pay.

Section 2

In addition to the provision provided for above, employees may attend funerals for other close relatives related by blood or marriage. When the funeral is held within the New Haven area, one 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) day's leave will be granted.

Section 3

If a question arises, the employee may be required to submit some proof of death.

Section 4

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

ARTICLE 12- Holidays

Section 1

All eligible employees shall receive twelve (12) paid holidays. The eleven (11) holidays, which shall 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 Birthday, Veteran's Day, Thanksgiving Day, and Christmas Day. In addition, employees shall receive one (1) floater holiday for use at their 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. Further, any day declared a holiday by the Mayor of the City and which results in a paid holiday for all City Departments shall also be observed as a holiday under this Article if such day is a normal work day. Employees who are required to work on such holidays shall, in addition to holiday pay, be paid at time and one-half their regular hourly rate for all hours worked on such holidays.

Section 2

If a paid holiday falls on a Saturday, an employee entitled to receive compensatory time off for said holiday, shall be entitled to observe the holiday either on the Friday immediately preceding or on the first Monday immediately following the holiday. The determination of which compensatory day off is granted to said employee, as provided in this Section, shall be determined by seniority subject to Departmental programs.

Section 3

An employee absent from duty on the day before or the day following a holiday shall not be paid for such holiday unless his absence is covered under the sick leave plan and he is receiving pay for such absence.

Section 4

Employees on any authorized leave of absence shall not be entitled to holiday pay.

Section 5

A holiday paid for but not worked shall be counted as a day worked for the purpose of computing overtime beyond forty (40) hours per week, or eight (8) hours per day, provided only if the holiday is a scheduled work day for the employee.

Section 6

An employee shall be paid holiday pay based on regular day's pay computed on the employee's regular hourly rate.

Section 7

Police Department employees whose positions are regularly scheduled for a 7 day operation shall be allowed to take a day in lieu of the holiday within 30 days before or no later than 30 days after the holiday, and will be paid at the rate of 1-1/2 for the holiday worked.

ARTICLE 13 - Grievance Procedure

Section 1

The term "grievance" as used in this Agreement shall mean any asserted violation of the specific terms or provisions of this Agreement.

It is understood by the parties that the intent of having a grievance procedure is to allow the Department to function in an orderly fashion and as such it is expected that all orders shall be followed by all employees. Should a dispute arise, the employee is expected to carry out his assignment without delay and file his grievance in accordance with the procedure outlined in this Article. Failure on the part of an employee to carry out a direct order of a Supervisor will be considered insubordination for which appropriate disciplinary action will be taken.

The Employer and the Union desire that all employees in the unit be treated fair and equitable. It is intended that this grievance procedure will provide a means of resolving grievances at the lowest level possible and nothing in this Article should be interpreted as discouraging an employee and/or his representative from discussing any dissatisfaction, in an informal manner, with his immediate Supervisor, higher level Supervisor or Department of Labor Relations representative. Such discussions will not interfere with the right of any employee to process grievance through the grievance procedure. The Union shall be entitled to a grievance committee made up of three individuals from the bargaining unit.

Section 2

Step 1: An employee with a grievance should first reduce the grievance to writing, either on a form mutually agreed to by the parties or in a letter. Such grievances must contain the following information: (1) A statement indicating his decision to process his grievance through the negotiated grievance procedure; (2) A statement presenting, in a concise manner, the details of the grievance; (3) A statement outlining the relief sought; and (4) Specific reference to the clause or clauses of the Agreement which the grievant feels have been violated. The employee and/or his chosen representative shall discuss the matter with his immediate Supervisor. In this discussion, the persons involved shall make an earnest effort to resolve this matter. The Supervisor shall make whatever additional investigation is necessary and shall give his answer as soon as practicable, but within three (3) working days. It is agreed that most grievances should be settled at this step.

Step 2: If the Union is not satisfied with the answer at Step 1, the Union shall submit the written grievance to the Department Head within five (5) working days after receipt of the Supervisor's answer in Step 1 above. The Union Grievance Committee shall meet with the Department Head in order to discuss the grievance. The Department Head shall give 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 Union, the Union may appeal, in writing, to the Director of Labor Relations within ten (10) working days after receiving the decision of Step 2. Upon receipt of such an appeal, the Director or his 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 the Union Grievance Committee, shall be afforded the right to meet and discuss the grievance with the Director or his representative. The decision of the Director or his representative will be made as soon as practicable, but no later than fifteen (15) working days after receipt of appeal from Step 2. The parties agree to hold monthly third step hearings.

Section 3

Any grievance which is not taken up with the employee's immediate Supervisor within fifteen (15) calendar days after the occurrence of the matter (or after the Union should have reasonably known of the occurrence of the matter) out of which the grievance arises, shall not be presented or considered at a later date. The Employer agrees that extenuating circumstances may arise where the 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 in writing.

Section 4

At Steps 2 and 3 of this procedure, the Union shall be permitted to call no more than two (2) relevant witnesses. If either party wishes to call in additional witnesses, it will notify the other party.

Section 5

Where a grievance is general in nature in that it applies to a number of employees having the same issue to be decided, it shall be presented directly at Step 2 of the grievance procedure, within the time limits provided for the submission of a grievance in Step 1.

Section 6

An employee's grievance will be considered settled upon his written request, or when the complainant ceases to be a regular employee of the City, by resignation, or when time limits to appeal to the next step expires. If the City fails to answer within the prescribed time limits, unless a time extension has been mutually agreed upon as per Section 3 above, the grievance shall automatically advance to the next step.

Section 7

Grievances will be heard at times most practical to do so. Should times 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 representatives.

Section 8

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.

Section 9

It is recognized by both parties that on occasions a grievance may develop, the immediate disposition of which would be in the best interests 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.

ARTICLE 14 - Arbitration

Section 1

In order to be considered, a petition by the Union for arbitration shall be received by the Director of Labor Relations or his representative within ten (10) working days from the date of decision at Step 3 of the grievance procedure. Grievances not appealed within this time shall be considered as settled.

Section 2

Petition for arbitration shall be in writing and contain the following items: (1) Signed approval to arbitrate by the Union, (2) The Section(s) believed violated; (3) The relief sought; and, (4) A statement of the issue involved. In order that both parties may be fully prepared should a case go to arbitration, it is agreed that neither party may amend the Article(s) and/or Section(s) believed violated after receipt by the Director of Labor Relations of the petition for arbitration.

Section 3

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

Section 4

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

Section 5

The arbitrator(s) designated in accordance with Section 3 of this Article shall conduct a hearing at which the facts and arguments relating to the dispute shall be heard. The arbitrator(s) jurisdiction to make an award shall be limited by the submission and confined to the interpretation or application of the provisions of this Agreement. The arbitrator shall not have jurisdiction to make an award which has the effect of amending, altering, enlarging or ignoring the provisions of the Agreement in effect at the time of the occurrence of the grievance being arbitrated, nor shall the arbitrator have jurisdiction to determine that the parties by implication have amended or supplemented the Agreement, unless the parties shall expressly submit to him the issue as to whether such an Agreement by implication was made. The arbitrator(s) shall confine the award to a decision that the City or the Union has or has not violated a specific provision of this Agreement, and if such an award is in the affirmative, the award shall specify the remedy.

Section 6

The written award of the arbitrator made in accordance with the above arbitration procedure shall be final and binding on the parties to this Agreement, subject only to court appeal of the decision.

ARTICLE 15- Wages

Section 1

The current salary schedules shall be reduced from a 20-range schedule to a 7-range schedule and employees shall be placed in the new ranges as follows:

| Current Range | New Range |
|---------------|-----------|
| 8 | 1 |
| 11 | 2 |
| 13 | 3 |
| 14 | 4 |
| 15 | 5 |
| 18 | 6 |
| 20 | 7 |

Section 2

Effective July 1, 2005, the salary schedule in effect on June 30, 2005, shall be increased by four and one quarter percent (4.25%). The salary schedule that reflects this is attached as Schedule A.

Section 3

Effective July 1, 2006, the salary schedule in effect on June 30, 2006, shall be increased by four and one quarter percent (4.25%). The salary schedule that reflects this is attached as Schedule B.

Section 4

Effective July 1, 2007, the salary schedule in effect on June 30, 2007, shall be increased by four and one quarter percent (4.25%). The salary schedule that reflects this is attached as Schedule C.

Section 5

Effective July 1, 2008, the salary schedule in effect on June 30, 2008, shall be increased by four and one quarter percent (4.25%). The salary schedule that reflects this is attached as Schedule D.

Section 6

Effective July 1, 2009, the salary schedule in effect on June 30, 2009, shall be increased by four and one quarter percent (4.25%). The salary schedule that reflects this is attached as Schedule E.

Section 7

When a bargaining unit employee reaches the top Step within his range as set forth in Schedule A, he/she shall remain at such Step for the life of this Agreement.

Section 8

For the purpose of this Agreement, an employee's annual salary shall be the Step and amount shown in Schedule A through Schedule E.

For the purpose of this Agreement, an employee's regular weekly earnings shall be that portion of his regular annual salary which he receives each week. An employee's regular hourly rate shall be that portion of his regular weekly earnings reduced to an hourly rate determined by the number of hours in his normal weekly and/or daily work schedule.

In determining an employee's rate of pay for any monetary benefit under this Agreement, the basis to be used in such determination shall be the employee's regular annual, weekly, or hourly rate, whichever is appropriate in determining such benefit.

In no event shall any additional moneys received as a result of any other provisions of this Agreement be considered as a portion of any employee's regular annual, weekly, or hourly rate. The single and sole criterion

for making a determination of any employee's annual, weekly, or hourly rate shall be the salary being paid in accordance with Schedule A through Schedule E.

Section 9

Where more than one premium or overtime rate is applicable, the highest of such rates shall apply. There shall be no pyramiding of premium and/or overtime rates. For example, if a person were to work overtime on a second shift where a shift differential normally is paid, the employee would be paid at the overtime rate only, and such overtime rate would not include a shift differential, but would be based solely on the employee's regular hourly rate.

Section 10

In the event a bargaining unit employee is promoted, his/her new salary shall be arrived at by following the principle of a promotional increase being equal to at least a Step increase in the employee's Range prior to promotion, but in no event shall such increase exceed a two Step increase in the employee's Range prior to promotion.

Section 11: Car Allowance

Employees required by the City to use their personal car in the course of carrying out their job, shall receive an automobile allowance in accordance with the following effective the signing of the Contract:

(A) If the City anticipates that an employee will be required to use a car in the course of employment at least 4,000 miles per year, the employee will, at the City's option, either be provided a City car to use or be compensated at the IRS. If the City elects not to provide a car to such employees, the City will pay, in addition to the mileage allowance, the difference in the employees insurance premium that results from co-insurance the City on the employee's policy, upon presentation of adequate proof that said premium has been paid by the employee.

(B) All other employees who use their car in the course of City business will be compensated at the IRS rate.

Section 12

Employees required and assigned in a higher classification for more than one (1) working day in a working week shall be paid at the rate of the higher classification for the entire period of time.

Section 13

Any CILU Local 71 employee who is temporarily assigned by the Department Head to work in a supervisory or management position shall be compensated an additional one dollar (\$1.00) per hour for all hours assigned.

Section 14

Tradesmen shall continue to receive the \$.50 per hour differential that they currently receive.

ARTICLE 16 - Shift Differential

Section 1

Effective upon ratification by the Board of Aldermen, the shift differential for the second shift will be forty cents (\$.40) per hour and for the third shift shall be forty-five cents (\$.45) per hour.

Any employee, the majority of whose scheduled working hours fall between 2 p.m. and 11 p.m. shall receive the second shift differential.

Any employee, the majority of whose scheduled working hours fall between 11 p.m. and 8 a.m. shall receive the third shift differential.

Section 2

Any other classification which currently receives a shift differential higher than those listed above shall continue the same differential.

ARTICLE 17 - Longevity

Section 1

All eligible bargaining unit employees shall receive longevity pay as follows:

(A) For those eligible employees the amount of longevity pay shall be determined by multiplying that portion of their regular annual salary which an eligible employee has actually earned and received between January 1 and December 31, of the calendar year, by the appropriate percentage figure.

(B) Longevity payments shall be made in a lump sum during the month of January, and such lump sum shall be the amount due each eligible employee for the immediately preceding calendar year and shall be arrived at in accordance with the procedure set forth in item (A) of this Article.

(C) Longevity for a calendar year means that the employee receives such payment for only that portion of the calendar year in which he is eligible. For example, should an employee reach his service anniversary date in March, his longevity would be computed on that portion of his actual regular annual earnings which he earned and received from the next full pay period immediately following his service anniversary date through December 31.

Section 2

Employees with more than six (6) (five [5] effective with the payment due in January 1988) but less than ten (10) years of continuous service shall have longevity computed at 1% or \$125 whichever is greater of their actual regular earnings, employees with more than ten (10) but less than twenty (20) years of continuous service shall have longevity computed at 3% or \$250 whichever is greater of their actual regular annual earnings, as set forth in item (A) above: Employees with more than twenty (20) years of continuous service shall have longevity pay computed using 4% or \$350 whichever is greater in accordance with item (A) above.

Section 3

Longevity pay shall not be compounded from year to year. The appropriate percentage shall simply be applied to that portion of an eligible employee's regular annual salary which he has actually earned and received by December 31.

Section 4

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 beneficiary -- if no beneficiary then 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.

ARTICLE 18 - In-Service Training

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 employee training programs and/or educational reimbursement. The City shall attempt to make payments for proper submissions if possible. However, the City shall not be obligated to make such payments.

Section 2

It is further understood that the City may from time to time consult with the Union as to the contents of such programs, but the final decision as to the content and conduct of such programs shall rest solely and exclusively with the City, and in no event shall any aspect of such training programs or any decisions pertaining thereto, be subject to grievance, arbitration, or any other form of review by any third party whatsoever.

Section 3 - 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 by the Department Head for approval by the Personnel Director 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 4 - Reimbursement

The City will reimburse employees for actual allowable expenses incurred not to exceed one thousand dollars (\$1,000.00) per year. There shall be no semester limit in any 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 5

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

ARTICLE 19 - Meal Allowance

Section 1

The meal allowance shall be increased to five dollars (\$5.00).

Section 2

Employees who are required to work beyond their regularly scheduled shifts shall be eligible for meal allowance in accordance with the hours and conditions set forth in Sections 1 and 3, provided the hours listed in Section 3 do not fall within their regularly scheduled shifts.

Should the employees referred to in this Section finish working prior to any of the hours set forth in Sections 1 and 3, even though they may have worked beyond their regularly scheduled shift, said employees shall not be entitled to meal allowance.

Section 3

The meal allowance shall be provided for those eligible employees working one-half hours past the meal times of 6 p.m., 12 midnight, 6 a.m. Also meal allowances 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.

The meal allowance shall be paid through a supplementary check and shall be paid once monthly.

ARTICLE 20 - Prior Practices

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

ARTICLE 21 - Non-Discrimination

There shall be no discrimination, threat, penalty, coercion or intimidation 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 22 - Insurance

Section 1

(A) 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 new medical care programs known as "CP-2", "BC-1" and "BC-2". The Medical Benefits Office maintains all governing plan documents and applicable riders. There will be an annual open enrollment period per contract year.

(B) During the course of this agreement the City may require continuing proof of spouse and/or dependent eligibility. New employees shall not be eligible for medical benefits for spouses and dependents until such time as they provide proper documentation. Subsequent to an employee's enrollment, any change in dependent status must be communicated to the Medical Benefits Office. The City reserves the right to recoup claims improperly paid.

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 City shall continue to provide and pay for the twenty thousand dollars (\$20,000) life insurance coverage to eligible employees.

Section 4

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 5

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. 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 | 8% | 10% | 14% |
| 7/1/07 - 6/30/08 | 9% | 11% | 15% |
| 7/1/08 - 6/30/09 | 10% | 12% | 16% |
| 7/1/09 - 6/30/10 | 11% | 13% | 17% |

Section 6

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

Section 7

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

Section 8

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

(A) The City shall continue to provide and pay for the medical insurance as described in Section 1 of this Article for all employees who retire on or after the implementation date of the new insurance program and their spouses, and who meet with following criteria:

(1) Twenty-five (25) years of service or meets the criteria to retire under the Rule of 80.

(2) Twenty (20) years of service and retire with a service-oriented disability.

(3) Fifteen (15) years of service and retire on disability and meet the total and permanent requirement of Social Security

(4) Employees who retire on or after July 1, 1998, shall make a monetary contribution for a portion of the medical insurance premiums in an equal amount as called for with active employees. Provided the required contribution is made, said coverage shall continue until the retiree reaches age sixty-five (65).

(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 sixty-five (65).

(C) Spouses of retirees who are retired and meet the above criteria and die prior to age sixty-five (65) shall continue to be covered until such time as the retiree would have reached age sixty-five (65).

(D) For retirees who satisfy the above criteria (and their spouses) and who reach the age of 65, the City shall assist in providing coverage under Medicare Supplemental Plan C with unlimited pharmaceutical coverage until the retiree reaches age 70. If 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 as if he/she lived. In addition, the City shall have the ability to pursue, with the cooperation of the retiree and/or covered individual, any and all age appropriate riders and other forms of collateral coverage, which may serve to offset costs to the City. The retiree shall be responsible for paying the same premium cost sharing for the Medicare Supplemental Plan C as he/she was paying for the chosen medical plan coverage prior to turning age sixty-five.

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 – 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 23 - Workers Compensation

Section 1

Employees on Workers Compensation shall be paid the difference between their regular weekly earnings and the amount of weekly Workers Compensation for the first thirteen (13) weeks while on Workers Compensation. Should an employee be taken off Workers Compensation prior to the end of such thirteen (13) week period, the City shall cease to pay the differential as described herein above.

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 recover any payment made by it to supplement said benefits pursuant to Section 1 hereof from such a responsible party. If the employee recovers a judgment or otherwise settles his 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 CILU Local 71 harmless with respect to any liability on the employee's part as above set forth.

Section 4

The City maintains the option to implement a Workers Compensation Preferred Provider Program in accordance with the Connecticut General Statutes Section 31-278 et al.

ARTICLE 24 - Union Activities

Section 1

Union activities shall be carried on in such a manner so as not to interfere with Departmental activities and with the approval of Department Heads. However, this provision is not intended to exclude normal Union activities.

The Union shall notify the Director of Personnel, the Director of Labor Relations and the Controller's Office of the names of current Union Officers and Union Stewards.

Section 2

Employees engaged in normal Union activities involving City officials shall not have their pay suspended if such meetings have the approval of the Director of Labor Relations. Employees shall notify their immediate supervisor at least twenty four (24) hours in advance of such meetings.

Section 3

The President of CILU Local #71 shall have super seniority during layoffs.

ARTICLE 25 - Union Business Leave

Section 1

The President, Vice President, Secretary, Treasurer and any three (3) other individuals appointed by the Union, shall be granted leave from duty with full pay for all meetings between the City and the Union for the purpose of negotiating the terms of the labor Agreement, provided such meetings take place at a time during which such committee members are normally scheduled to work.

In addition to the aforementioned committee, the Union may from time to time ask other members to attend bargaining sessions in order that such employees may present information to the parties of particular relevance and/or importance to a given issue under consideration. It is understood that the immediately aforementioned privilege will be exercised by the Union in a reasonable and responsible fashion.

Section 2

A Union grievance committee of up to four (4) persons shall be granted leave from duty with full pay for all meetings between the City and the Union for the purpose of scheduled grievance hearings, when such meetings take place at a time during which such grievance committee members are scheduled to work.

Section 3

Five officers of the Union, or their designees, shall be granted leave with pay to attend meetings of the CILU/CIPU Statewide Council and the CILU/CIPU Convention. The Union shall submit a letter to the Director of Labor Relations listing the names of those Union Officers and/or members who will represent the Union in the areas of Union activity set forth in this Article. In addition, the Union shall submit to the Director of Labor Relations the dates from the Union meetings referred to in this Section where such dates are fixed such as those of the CILU/CIPU Statewide Council. Notification of attendance at meetings whose dates are not fixed shall also be made to the Director of Labor Relations when such become known to the Union, but in no event less than one (1) calendar week prior to such meetings.

ARTICLE 26 - Disciplinary Procedures

Section 1

Department Heads of the various City Departments shall exercise full disciplinary authority consistent with their oath of office and their responsibility to direct employees to perform the required work duties in order to achieve Department program goals and satisfactory municipal services to the general public.

Section 2

All disciplinary actions shall be applied in a fair manner and shall not be incongruous to the infraction for which the disciplinary action is being applied.

Section 3

Normally, disciplinary actions shall include either (A) A verbal warning; (B) A written warning; (C) A suspension without pay; or (D) Discharge and shall ordinarily follow this order. Whatever disciplinary action is taken, the parties recognize that the merits of a given situation play an important role in determining what action is appropriate, and as such, it is not the intent of the parties that all discipline will necessarily follow the order or steps cited above. It is the intent of the parties that whatever the action, such action shall be consistent with Section 2 of this Article.

Section 4

All disciplinary actions may be appealed through the established grievance procedure.

Section 5

(A) Employees shall only be discharged for just cause.

(B) All suspensions, discharges and warnings (except oral) must be stated in writing and a copy given to the employee and the Union President.

Section 6

(A) All verbal warnings and written warnings shall be removed from the employee's record after a period of one year if there has been no reoccurrence of the infraction and the employee has a good work record. All other disciplinary records, i.e., suspensions, loss of bidding rights, reduction in grade, shall be removed from an employee's work record after two (2) years if there has been no reoccurrence of the infraction and the employee has a good work record.

(B) Once an employee has satisfied the prerequisites of (A) above, the Employer agrees that it will never bring the warnings or suspensions up again.

Section 7

Employees who are discharged during the probationary period as specified in the Civil Service Rules and Regulations shall not have recourse to appeal said discharge to Arbitration as specified in Article 14 of this Agreement.

**ARTICLE 27 - Authority And Responsibility Of The
Civil Service Commission And The City Boards And Commissions**

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

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

ARTICLE 28 - No Strike Provision

Section 1

The Union agrees that during the length of this Agreement it will not call or support or participate in any work stoppage or strikes against the City. The Union further agrees that any of its members participating in any work stoppage, strike, or slowdown may be summarily discharged by the City.

Section 2

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

Section 3

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

ARTICLE 29 - Pension

Section 1

Schedule H attached hereto, a restatement of Articles I and II of the City Employees Retirement Fund (Special Act 379) incorporates negotiated amendments, which shall become effective July 1, 1987 and April 8, 1991.

Section 2

The parties agree to a contract reopener, to take place six months after the signing of this agreement, for the purpose of a pension discussion only.

ARTICLE 30 - Special Provisions

Section 1

Special Funded employees shall not be covered by the City pension but shall continue to be covered by Social Security.

Section 2

Animal Shelter employee provisions are hereby incorporated and attached in Appendix A.

Section 3

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.

ARTICLE 31 - Personal Leave

Each employee shall be entitled to three (3) days per calendar year to be known as Personal Leave. Such leave shall be with pay and not charged against sick leave. All Personal Days must be utilized or they will be lost.

In the event that the number of employees who request personal leave defined under this section compromises the activities of a 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.

An employee intending to utilize Personal Leave shall notify his Supervisor at least twenty-four (24) hours prior to taking such Leave unless such notification is impossible due to circumstances beyond the employee's control.

ARTICLE 32 - Residency

There shall be no residency requirement for all bargaining unit employees.

ARTICLE 33 - Coverage

The provisions of this Agreement shall be binding upon the Employer and its successors or assigns.

ARTICLE 34 - Supervisory Clause

A Supervisor shall not perform work of a nature normally performed by an employee covered by this Agreement except in cases of emergency, correction of trouble or for purposes of training.

ARTICLE 35 - Uniforms

Section 1

The City of New Haven shall provide employees in the Departments listed below with uniforms which they shall be required to wear:

Public Works
Parks & Recreation
Animal Shelter

Section 2

Any other employees that are required to receive uniforms shall continue to have said uniforms provided by the Employer.

Section 3

All employees shall receive an annual credit of \$80 toward the purchase of shoes. The City shall provide the specifics of the shoe requirements annually in order for appropriate footwear to be purchased. Any price over the \$80 credit shall be the employee's responsibility.

ARTICLE 36 - Miscellaneous

Section 1 - Health and Safety

When the Union President discovers any unsafe or unhealthy working condition, he/she shall bring it to the attention of the Director of Labor Relations and the parties agree to sit down and discuss said condition immediately.

(A) There shall be formed a joint Management and Union Safety Committee consisting of two (2) members from Management and two (2) members from Local 71. This Committee shall meet at least once a month to discuss safety problems. Either side may call upon employees who are involved or may have expertise in the problem before the Committee to attend such meetings. These meetings will be held during working hours and employees in attendance will suffer no loss of pay.

Corrective measure against hazardous and unsafe conditions shall be implemented promptly. The appropriate corrective action shall be the sole responsibility of the City.

Section 2 - 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 Controllers Office.

Article 37 - Subcontracting

Section 1

The City will comply with its obligation under the M.E.R.A. for any subcontracting in City departments.

ARTICLE 38 - Savings Clause

Section 1

In the event that any Federal or State Legislation, governmental regulation or court decisions cause invalidation of any Article or Section of this Agreement, all other Articles and Sections not so invalidated shall remain in full force and effect.

ARTICLE 39 – 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 an integral part of any regular physical exam required by the City and 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 71, CILU 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, 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 of this Substance Abuse Policy. 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.

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

- Return to duty drug testing;
- Follow up testing; and
- 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. Employees performing safety-sensitive functions will be tested for alcohol at a minimum annual rate of twenty five percent (25%) of the average number of positions, and at a minimum annual rate of fifty percent (50%) for controlled substance testing.

B. Random selection shall be performed independently by the City's third-party program administrator utilizing a computer based scientifically valid method of selection. The selection process shall give each employee an equal chance of being selected each time a selection is made.

C. The City shall conduct a minimum of four (4) selections annually, spread reasonably throughout the calendar year.

D. Each employee upon notification of selection for controlled substances and/or alcohol testing shall proceed immediately to the designated testing site.

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 or off 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 or off 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.

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

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.

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. The parties agree to review the means and methods defined herein at reasonable intervals and to update such methods when required. The goal of the parties shall be to promote the most efficient, effective and accurate methods available.

ARTICLE 40 - 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

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

Section 3

The terms of this Agreement shall take effect upon the signing of this contract except that wages and overtime shall be retroactive to July 1, 2005.

In witness whereof, the parties have caused their names to be signed on this _____ day of _____, 2006.

City of New Haven

Local 71, CILU/CIPU

By: _____
John DeStefano, Jr.
Mayor

By: _____
Jack Mesner
President

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

By: _____
John Lambiase
Staff Representative

Memorandum Of Understanding

The City of New Haven hereinafter referred to as the "City" and Local #71, CILU/CIPU hereinafter referred to as the "Union" hereby agree to the following Memorandum Of Understanding which was negotiated with the Contract and shall be binding on the parties:

1. Parks Rents

The parties agree to sit down and negotiate the rents and/or compensation for employees in this bargaining unit who receive a house and pay rent. Until said present system is changed it shall remain as it is currently.

2. Reclassification And Salary Adjustments

Whenever the Union President brings to the attention of the Director of Labor Relations that a salary inequity exists or that employees are performing increased duties, the parties shall sit down and try to rectify the situation. Any resolutions to said conditions shall be reduced to writing in the form of a stipulation.

3. Labor and Management Committee

The City and the Union shall meet to establish an on-going Labor and Management Committee. The composition, mechanisms and guidelines of this Committee, as well as the subjects for discussion, shall be mutually determined by the parties. It is understood that this Committee shall not have the authority to negotiate additions to, subtractions from, or any other modifications of this Agreement, unless agreed to in writing by both parties.

SCHEDULE A

FY 05-06 - 4.25% OVER FY 04-05

| <u>Old Range</u> | <u>New Range</u> | STEP | | | | | | | |
|-----------------------------|-----------------------------|-------------|--------|--------|--------|--------|--------|--------|--------|
| | | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| 8 | 1 | 30,344 | 30,967 | 31,591 | 32,212 | 32,837 | 33,762 | 34,687 | 35,613 |
| 11 | 2 | 33,416 | 34,204 | 34,994 | 35,780 | 36,570 | 37,699 | 38,828 | 39,957 |
| 13 | 3 | 35,780 | 36,570 | 37,802 | 38,148 | 38,935 | 40,088 | 41,244 | 42,398 |
| 14 | 4 | 36,965 | 37,751 | 38,540 | 39,331 | 40,120 | 41,281 | 42,444 | 43,607 |
| 15 | 5 | 38,148 | 38,935 | 39,727 | 40,514 | 41,134 | 42,476 | 43,817 | 45,160 |
| 18 | 6 | 41,409 | 42,199 | 42,985 | 43,772 | 44,563 | 45,747 | 46,931 | 48,118 |
| 20 | 7 | 43,488 | 44,276 | 45,063 | 45,851 | 46,641 | 47,827 | 49,011 | 50,195 |

SCHEDULE B

**FY 06-07
4.25%**

| RANGE | STEP | | | | | | | |
|--------------|-------------|--------|--------|--------|--------|--------|--------|--------|
| | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| 1 | 31,634 | 32,283 | 32,934 | 33,581 | 34,233 | 35,197 | 36,161 | 37,127 |
| 2 | 34,836 | 35,658 | 36,481 | 37,301 | 38,124 | 39,301 | 40,478 | 41,655 |
| 3 | 37,301 | 38,124 | 39,409 | 39,769 | 40,590 | 41,792 | 42,997 | 44,200 |
| 4 | 38,536 | 39,355 | 40,178 | 41,003 | 41,825 | 43,035 | 44,248 | 45,460 |
| 5 | 39,769 | 40,590 | 41,415 | 42,236 | 42,882 | 44,281 | 45,679 | 47,079 |
| 6 | 43,169 | 43,992 | 44,812 | 45,632 | 46,457 | 47,691 | 48,926 | 50,163 |
| 7 | 45,336 | 46,158 | 46,978 | 47,800 | 48,623 | 49,860 | 51,094 | 52,328 |

SCHEDULE C

**FY 07-08
4.25%**

| RANGE | STEP | | | | | | | |
|--------------|-------------|--------|--------|--------|--------|--------|--------|--------|
| | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| 1 | 32,978 | 33,655 | 34,334 | 35,008 | 35,688 | 36,693 | 37,698 | 38,705 |
| 2 | 36,317 | 37,173 | 38,031 | 38,886 | 39,744 | 40,971 | 42,198 | 43,425 |
| 3 | 38,886 | 39,744 | 41,084 | 41,459 | 42,315 | 43,568 | 44,824 | 46,079 |
| 4 | 40,174 | 41,028 | 41,886 | 42,746 | 43,603 | 44,864 | 46,129 | 47,392 |
| 5 | 41,459 | 42,315 | 43,175 | 44,031 | 44,704 | 46,163 | 47,620 | 49,080 |
| 6 | 45,004 | 45,862 | 46,717 | 47,571 | 48,431 | 49,718 | 51,005 | 52,295 |
| 7 | 47,263 | 48,120 | 48,975 | 49,832 | 50,689 | 51,979 | 53,265 | 54,552 |

SCHEDULE D

**FY 08-09
4.25%**

| | STEP | | | | | | | |
|--------------|-------------|--------|--------|--------|--------|--------|--------|--------|
| RANGE | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| 1 | 34,380 | 35,085 | 35,793 | 36,496 | 37,205 | 38,252 | 39,300 | 40,350 |
| 2 | 37,860 | 38,753 | 39,647 | 40,539 | 41,433 | 42,712 | 43,991 | 45,271 |
| 3 | 40,539 | 41,433 | 42,830 | 43,221 | 44,113 | 45,420 | 46,729 | 48,037 |
| 4 | 41,881 | 42,772 | 43,666 | 44,563 | 45,456 | 46,771 | 48,089 | 49,406 |
| 5 | 43,221 | 44,113 | 45,010 | 45,902 | 46,604 | 48,125 | 49,644 | 51,166 |
| 6 | 46,917 | 47,811 | 48,702 | 49,593 | 50,489 | 51,831 | 53,173 | 54,518 |
| 7 | 49,272 | 50,165 | 51,056 | 51,950 | 52,843 | 54,188 | 55,529 | 56,870 |

SCHEDULE E

**FY 09-10
4.25%**

| RANGE | STEP | | | | | | | |
|--------------|-------------|--------|--------|--------|--------|--------|--------|--------|
| | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| 1 | 35,841 | 36,576 | 37,314 | 38,047 | 38,786 | 39,878 | 40,970 | 42,065 |
| 2 | 39,469 | 40,400 | 41,332 | 42,262 | 43,194 | 44,527 | 45,861 | 47,195 |
| 3 | 42,262 | 43,194 | 44,650 | 45,058 | 45,988 | 47,350 | 48,715 | 50,079 |
| 4 | 43,661 | 44,590 | 45,522 | 46,457 | 47,388 | 48,759 | 50,133 | 51,506 |
| 5 | 45,058 | 45,988 | 46,923 | 47,853 | 48,585 | 50,170 | 51,754 | 53,341 |
| 6 | 48,911 | 49,843 | 50,772 | 51,701 | 52,635 | 54,034 | 55,433 | 56,835 |
| 7 | 51,366 | 52,297 | 53,226 | 54,158 | 55,089 | 56,491 | 57,889 | 59,287 |

SCHEDULE F

Bargaining Unit Classification

| <u>Classification</u> | <u>New Range</u> |
|--|------------------|
| Assistant Animal Control Officer | 3 |
| Bridge Tender | 1 |
| Building Attendant I* | 1 |
| Building Attendant II* | 1 |
| Caretaker | 1 |
| Caretaker III | 2 |
| Carpenter | 7 |
| Cleaning Person | |
| Electrician | 7 |
| Fire Property and Equipment Technician | 6 |
| Heavy Equipment Operator II | 4 |
| Equipment Operator II | |
| Park Equipment Operator I | |
| Park Equipment Operator II | |
| Grounds Worker II | 2 |
| Kennel Worker | 1 |
| Maintenance Worker Spare Bridge Tender | 1 |
| Mason | 7 |
| Mechanic | 7 |
| Park Foreperson | 5 |
| Plumber | 7 |
| Police Mechanic | 7 |
| Property Maintenance Worker | |
| Property Maintenance II | 6 |
| Special Mechanic Fire | 7 |
| Transfer Station Operator | 5 |
| Tree Trimmer I | |
| Tree Trimmer II | 4 |
| Welder | 7 |

* Excluded are the Building Attendant I and Building Attendant II positions located at the Library.

**APPENDIX A
SETTLEMENT AGREEMENT
RE: ME-22,243 AND ME-22,947**

City of New Haven

And

CILU

And

Local 884, Council 4, AFSCME, AFL-CIO

Case No. ME-22,243 and ME-22,947

SETTLEMENT AGREEMENT

1. The undersigned parties hereby agree to a settlement of Case Numbers ME-22,243 and ME-22,947 as follows:
 - (a) The Connecticut Independent Labor Union (CILU) hereby agrees to withdraw its petitions in ME-22,243 and ME-22,947 with prejudice.
 - (b) Local 884, Council 4, hereby withdraws any and all objections it has filed to the election conducted in Case No. ME-22,243.
 - (c) The City of New Haven hereby voluntarily recognizes the following list of job classifications as constituting the blue collar unit, called CILU, Local #71, in the City of New Haven: Assistant Animal Control Officer, Bridge Tender, Building Attendant I*, Building Attendant II*, Caretaker, Caretaker III, Carpenter, Cleaning Person, Electrician, Fire Property and Equipment Technician, Heavy Equipment Operator II, Grounds Worker II, Kennel Worker, Maintenance Worker Spare Bridge Tender, Mason, Mechanic, Park Foreperson, Plumber, Police Mechanic, Property Maintenance Worker, Property Maintenance II, Special Mechanic Fire, Transfer Station Operator, Tree Trimmer I, Tree Trimmer II, and Welder as being represented by CILU. All other job classifications shall continue to be represented by Local 884. Local 884, AFSCME, Council 4, hereby withdraws any objections it may have to the recognition of this unit by the City.
 - (d) CILU agrees it will not file any further petitions or prohibited practices for any remaining bargaining unit members in Local 884, AFSCME, Council 4 until a new window period opens up under a new collective bargaining agreement commencing July 1, 2001, nor will it accept any affiliation of Local 884 during the aforementioned period.
 - (e) The City of New Haven recognizes the Connecticut Independent Labor Union as the exclusive bargaining agent for the unit defined in paragraph (c) above.
 - (f) Effective January 1, 2002, dues for the positions listed in paragraph (c) above shall be tendered to CILU.

Schedule G - 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 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 amendment 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 term 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 moneys contributed by employees; and shall invest and reinvest all of said Fund in accordance with the provisions of the General Statutes governing trust funds. Said Board shall determine the eligibility of a member of the Retirement Fund and his rights under this act; shall make bylaws and regulations not inconsistent with law for the administration of this plan; shall hire and dismiss any employees necessary for the proper administration of this plan and fix their compensation and shall engage expert actuarial, legal, auditing, investment and medical service when, in the judgment of the Retirement Board, it shall be advisable.

Section 4 - Payment By City

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

Section 5 - Annual Reports Of Retirement Board

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

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

The right of any person under the provisions of this Plan to any payment from said Fund, and said Fund itself, shall be exempt from any State, Municipal, Transfer or Inheritance Tax and shall not be subject to attachment, garnishment or execution and shall be unassignable.

Section 7 - Limitations Of Actions

No action for any amount due under the provisions of this plan shall be brought but within two years after the right of action accrues. Any person legally incapable of bringing an action when the right accrues may sue at any time within the 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 (Workmen's) Worker's 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 And 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 biannually) 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 Classifications

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 Credit 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 Firemens 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 Local 71 of the CILU/CIPU.

Section 1 - Definitions

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

Local 71 of the CILU/CIPU or Local 71 member(s) means all of the eligible employees, of the City of New Haven, for whom Local 71 or its successor has a legal responsibility to represent according to Public Act 159, as amended, of the State of Connecticut 1965 General Assembly. Eligible employees holding positions under new classifications, which shall come under the representation of Local 71 or its successor in the future, shall also accrue the terms and benefits of this Article.

Section 2 - Determination Of Contributions Or Participating Members

The rate of contributions shall be seven percent (7%) of pay for July 1, 2003 through June 30, 2005, and six percent (6%) thereafter, said percentage to be deducted from each eligible participating member's pay and transmitted to said Board. Computation of the average rate for use in determining benefits under this Article

shall be based on such member's basic rate of pay except that total earnings including overtime, if greater, will be used for any year when such member's contributions were based on such larger amount.

Section 3 - Provision For Refund Of Contributions Or Deferred Pensions For Members Withdrawing From Service; Provision For Refund Of Contributions Upon Death Of Member with No Qualified Survivors; Recovery From Disability

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

In the event of such discontinuance after ten (10) or more years of Credited Service, and provided he does not qualify for greater benefits under the provisions of Section 6, any terminating member who does not request a refund of his contributions will be retained as a conditional member and will be eligible for a deferred pension commencing when he attains age sixty five (65) or upon such earlier date as may be elected by the member pursuant to section 6(g). Such deferred pension shall be for an amount determined as two percent (2%) of the conditional member's average rate of pay averaged over those five (5) years of service producing the highest average, for each year of Credited Service, subject to a maximum of seventy percent (70%) of such average rate of pay and reduced as provided in Section 6(g), if applicable. Such conditional member and his survivors will not be eligible for any disability, survivorship or other benefits which are provided for non-conditional members by other Sections of this Article. Any changes in the 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 (3%) percent interest compounded annually; and

(4) The member passes such medical examinations 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 the purpose 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 pursuant to 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 (or by reason of disability), 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.

(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. 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.

(C) For employees retiring by reason of disability arising after the completion of ten (10) years of Credited Service which is not a result of any pre-existing medical condition at date of employment, provided such disability was not incurred as a result of any other gainful employment, the Retirement Board shall pay to each eligible member an annuity for life in an amount determined as two percent (2%) of the member's average annual rate of pay averaged over those five (5) years of service producing the highest average, for each year (or fraction) of Credited Service; provided such annuity shall not exceed seventy percent (70%) of his average annual rate of pay averaged over those five (5) years of service producing the highest average. Such annuity shall be paid monthly at the rate of one-twelfth of the annual amount so determined. A minimum annual pension of two thousand dollars (\$2,000.00) or 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 the 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 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 appointed official whose service is terminated involuntarily, not due to malfeasance or misfeasance in office, after completion of ten (10) years of service and 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 fifty percent (50%) 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 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 annual rate of pay for said five (5) years of his service. This provision shall apply to any person

retired on or after January 1, 1957, 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, 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 anyone 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 (2%) percent 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

| Average Annual Pay | Widow or Widower Only | Widow or Widower +1 Child | Widow or Widower +2 or more children | One Child | Two Children | Three or More Children |
|--------------------|-----------------------|---------------------------|--------------------------------------|-----------|--------------|------------------------|
| \$2,400 | \$130 | \$200 | \$200 | \$70 | \$140 | \$200 |
| 3,000 | 140 | 225 | 250 | 85 | 170 | 250 |
| 3,600 | 150 | 250 | 300 | 100 | 200 | 300 |
| 4,200 | 160 | 270 | 320 | 110 | 220 | 320 |
| 4,800 | 170 | 290 | 340 | 120 | 240 | 340 |
| 5,400 | 180 | 310 | 360 | 130 | 260 | 360 |
| 6,000 | 190 | 330 | 380 | 140 | 280 | 380 |
| 6,600 | 195 | 345 | 400 | 150 | 300 | 400 |
| 7,200 | 200 | 360 | 420 | 160 | 320 | 420 |
| 7,800 | 200 | 370 | 440 | 170 | 340 | 440 |
| 8,400 | 200 | 375 | 460 | 175 | 350 | 460 |
| 9,000 | 200 | 380 | 480 | 180 | 360 | 480 |
| 9,600 | 205 | 390 | 500 | 185 | 370 | 500 |
| 10,200 | 210 | 400 | 525 | 190 | 380 | 525 |
| 10,800 | 215 | 410 | 550 | 195 | 390 | 550 |
| 11,400 | 220 | 420 | 575 | 200 | 400 | 575 |
| 12,000 | 225 | 430 | 500 | 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 | 225 | 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 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 July 1, 1987 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 and/or Special Funds without a break in service 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 the 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 December 31, 1987.

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 16, 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 and 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

The sick leave buy back provision fully described below shall permit up to one hundred and twenty (120) days of accumulated sick leave to be exchanged for no more than four (4) years of credited service (thirty [30] sick leave days shall equal one [1] year of credited service) under the following guidelines:

- 1) The number of sick leave days exchanged must have a value of at least one (1) year of service.
- 2) No more than thirty (30) employees (exclusive of the WPCA employees who may utilize the separate sick leave buy back provision contained in the Subcontracting Article of this Agreement) may elect this buy back opportunity; with the proviso that upon such election, the employee must retire no later than December 31 of a particular year. Should more than thirty (30) employees make this election, the most senior employees who provide a written notice of their intent to buy back sick leave shall be eligible to retire under this provision until the maximum is reached.
- 3) There shall be a "window" period in each year of the contract as defined by the Department of Finance, during which employees may elect to retire under this provision.
- 4) By exchanging their accumulated sick leave, employees may not receive more credited service than the maximum amount of credited service allowable under the Pension Plan.
- 5) Tax Liability: The determination of the purchased years of additional pension service credit will be predicated upon the corresponding gross cash equivalence of the accrued leave time utilized. The appropriate Federal and State withholding taxes will be deducted from the respective employee's gross cash equivalence and will be considered the employee's cost for purchase of these additional pension years of credited service. The employee's annual W2 wage statement will reflect the gross cash equivalence of all accrued leave days of service as taxable compensation. The appropriate Federal and State Tax liabilities on the gross cash equivalence will be reported as taxes paid.

Side Letter of Agreement

The City of New Haven and CILU Local #71 hereby agree and stipulate to the following:

1. The parties shall establish a Labor Management Committee for the purposes of reviewing the agreed upon salary schedules for fiscal year 2003-2004 and 2004-2005.
2. The purpose of the Committee shall be to attempt to develop salary schedules to replace the contractually agreed upon schedules for fiscal years 2003-2004 and 2004-2005.
3. It is further understood that any changes to the salary schedule together with any agreed upon step advancement mutually agreed to by the parties shall not exceed the total cost of the agreed upon general wage increases for 2003-2004 and 2004-2005, respectively.
4. In the event that no agreement can be reached by the Committee, neither party may request midterm bargaining and/or arbitration under MERA and the agreed upon increases for 2003-2004 and 2004-2005 shall remain unchanged.

IN WITNESS WHEREOF, The parties have caused their names to be signed on this 21st day of November, 2002.

City of New Haven

Local 71, Connecticut Independent
Labor Union (CILU)

By: /s/
 William F. Clark
 Labor Relations Director

By: /s/
 Cathy Granoth, Staff Representative
 CILU

By: /s/
 Jack Mesner
 President