

AGREEMENT

BETWEEN

CITY OF NEW HAVEN

AND

**LOCAL 1303-102, OF COUNCIL 4,
AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES**

JULY 1, 2006 – JUNE 30, 2010

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AGREEMENT

This Agreement has been entered into by and between the City of New Haven, Human Resources Administration (hereinafter referred to as the "Employer" and/or the "City") and Local 1303-102 of Council 4 of the American Federation of State, County and Municipal Employees, AFL-CIO (hereinafter referred to as the "Union").

WITNESSETH

Whereas, the parties hereto desire to provide methods for a fair and peaceful adjustment of all disputes that may arise between the Employer and the Union.

Now, therefore, in consideration of the foregoing and of the mutual covenants hereinafter entered into and for other good and valuable considerations, the parties hereto agree as follows:

ARTICLE 1 - Recognition

Section 1.1

The Employer recognizes the Union as the sole and exclusive bargaining agent with respect to rates of pay, wages, hours and other conditions of employment for all employees covered by this Agreement.

Section 1.2

The term "employee" as used in this Agreement shall mean and include all full-time employees who have successfully completed the 90 working day probationary period working in Day Care excluding Executive Director, Associate Director, Deputy of Finance, Administrative Assistant, Education Coordinators, Parent Training Coordinator, Health Coordinator, Food Service Coordinator, Fiscal Official (Finance Director), the Social Worker Supervisor, Bookkeepers, and other employees covered by any other bargaining unit.

ARTICLE 2 - Coverage

Section 2.1

The provisions of this Agreement shall be binding upon the Employer and its successors, assigns, or future purchasers, and all of the terms and obligations herein contained shall not be affected or changed in any respect by the consolidation, merger, sale, transfer or assignment of the Employer of any or all of its property or be affected or changed in any respect by any change in the legal status, ownership, or management of the Employer.

Section 2.2

This Agreement shall cover all future buildings which the Employer may operate during the term of this Agreement or any extension thereof, or any transfer of operations from the existing area, or any sub-contract work covered or performed by the employees in the existing area.

ARTICLE 3 - Non-Bargaining Unit Employees

Section 3.0

Non-bargaining unit employees, including supervisory employees shall not perform work normally performed by employees in the bargaining unit, except when instructing or training employees or in case of emergency.

ARTICLE 4 - Discrimination

Section 4.0

The Employer will not interfere with, restrain or coerce the employees covered by this Agreement because of membership in, or activity on behalf of, the Union. The Employer will not discriminate in respect to hire, tenure of employment or any term or condition of employment against any employee covered by this Agreement because of membership in, or activity on behalf of, the Union, nor will it discourage or attempt to discourage membership in another Union.

Section 4.1

The provisions of the Agreement shall apply to all employees covered by this Agreement without discrimination on account of race, color, national origin, sex, sexual orientation, creed, religion or political affiliation.

ARTICLE 5 - Union Security

Section 5.0

During the term of this Agreement or extension thereof, all employees in the Collective Bargaining Unit shall, from the effective date of this Contract or from the date of their employment by the Employer, as a condition of employment, either become and remain members of the Union in good standing in accordance with the Constitution and by-laws of the Union or, in lieu of Union membership, pay to the Union a service fee equivalent to the amount uniformly required of its members.

Section 5.1

The Employer agrees to deduct from the pay of all its employees who authorize such deductions from their wages, such membership dues, initiation fees and reinstatement fees or service fees as may be fixed by the Union. Such deductions shall continue for the duration of the Agreement or any extension thereof. The Union shall supply the Employer written notice at least thirty (30) days prior to the effective date of any change in the rates of fees and dues. In addition, the Union shall furnish the Employer with a statement signed by the employee authorizing the Employer to make such deductions. This statement is to be accepted by the Employer.

Section 5.2

The deduction of Union fees and dues or service fees for any month will be made during the applicable month and shall be remitted to the Financial Officer of the Union not later than the 3rd Thursday of the following month. The monthly dues and/or service fees remittance to the Union will be accompanied by a list of names of employees from whose wages such deductions have been made.

ARTICLE 6 - Hours of Work

Section 6.0

All full time employees will work a thirty-five (35) hour work week Monday through Friday, seven (7) consecutive hours each day between the hours of 6:00 a.m. and 6:00 p.m. Every employee is entitled to a one (1) hour lunch break between the hours of 12:30 and 2:30 p.m. except for scheduled meetings, conferences, and in-service training sessions. Daily schedules will be scheduled by the head teacher with the consent of the Executive Director.

Section 6.1

The Employer shall not change the above schedule of 6:00 a.m. to 6:00 p.m. without prior agreement by the Union.

Section 6.2

The ratio of teaching staff to children shall be in accordance to D.H.R. policy.

Section 6.3

One and one-half times the employees' rate of pay shall be paid to the employee for all hours worked in excess of forty (40) hours in any one work week.

ARTICLE 7 - Holidays

Section 7.0

All employees shall receive 12 paid holidays. These holidays are New Year's Day, Martin Luther King's Birthday, Presidents' Day, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving and Christmas Day. Employees who are required to work on a holiday shall be paid for such holiday at time and one half their current hourly rate, in addition to the regular holiday pay.

Section 7.1

In addition to holiday pay, employees shall be paid at time and one-half their regular pay for all hours worked on such holidays.

Section 7.2

Any holidays which fall on a Sunday shall be observed on the following Monday. Any holiday which falls on a Saturday shall either be observed the preceding Friday or be granted in the form of an additional day's pay.

Section 7.3

If a holiday falls within an employee's vacation period, such holiday shall not be considered as part of the vacation period. The employee shall receive seven (7) hours holiday pay or have the option of taking an additional day off.

ARTICLE 8 - Wages

Section 8.1

All Employees employed as of October 20, 2006 shall be entitled to a 4% wage

increase retroactive to July 1, 2006. Thereafter, wages shall increase for active employees as follows:

Effective July 1, 2007:	4%
Effective July 1, 2008:	4%
Effective July 2, 2009:	4%

Section 8.2 Travel Time And Expenses

When an employee is required to use his/her car, he shall be paid his earnings for all time spent in traveling in addition to transportation costs, if any, in accordance with DHR guidelines.

Section 8.3

The Employer will provide each employee with a copy of this Agreement within thirty (30) days after the signing of this Agreement. New employees will be provided with a copy of this Agreement at the time of hire. The Council 4 office will be provided with ten (10) signed copies.

Section 8.4

Any employee who is required and assigned to work in a higher classification for one (1) day or more shall be paid the higher rate of the classification for all hours or days assigned to perform the duties of the higher classifications.

ARTICLE 9 - Leave Provisions

Section 9.0

- a) Each employee shall earn one and one-quarter days per month sick leave with pay.
- b) It is the intent of this provision that each employee in the bargaining unit who serves continuously until the anniversary date of hire shall earn a total of fifteen (15) working days paid sick leave during the year.
- c) Any unused portion of sick leave shall accumulate from fiscal year to fiscal year to a maximum of 150 working days.
- d) In the event that a current employee dies while still employed, the Employer shall pay his/her beneficiary or estate all of his/her accumulated sick leave up to a maximum of 120 days at the daily rate in effect at the time of death.
- e) Employees who retire in accordance with the provisions of Social Security shall be paid for all of their accumulated sick days up to a maximum of 120 days at the rate of pay in effect at the time of retirement.

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

Section 9.1

a) An employee may be absent from assigned duties for the five (5) consecutive calendar days immediately following the death of a member of his or her immediate family. Should any of these days be a regularly scheduled work day, he or she will be compensated for such absence.

b) The immediate family shall include parent, mother-in-law, father-in-law, brother, sister, grandparent, grandchild.

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

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

e) In addition, an employee 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 [50] miles from New Haven), two (2) days leave will be granted.

f) Any days taken for this purpose which are in addition to the authorized leave set forth above shall be considered as leave without pay.

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

h) 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.

Section 9.2

Each employee shall receive three (3) days personal leave of each year with pay.

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

Section 9.3

Educational Leave: The Employer shall endeavor to establish enrichment programs which include in-service training. These arrangements will be made with due regard to requirements of service to clients.

Section 9.4

Conference: At the discretion of the Employer, child care workers may be granted time off with pay to attend social work and similar conferences. The selection of the employee to attend such conferences shall rest exclusively with the Employer who shall take into consideration other relative factors such as the wishes of the staff and the desirability of spreading conference participation among the largest number able to profit therefrom. Employees attending conferences may be required to render reports. The Employer will pay entrance and Institute fees.

Section 9.5

Leave of absence for an employee may be granted for an employee with three (3) years or more of seniority upon request in writing to the Director for a maximum period of one (1) year. No reasonable request will be denied and such leave will be without pay.

Section 9.6

The difference of any employee's regular pay and what he shall receive for jury duty shall be made up by the Employer.

Section 9.7

As defined by the Selective Service Act, an employee drafted or enlisting in the Armed Forces shall be granted a leave of absence without pay until it is determined he is not returning by virtue of re-enlisting. Upon discharge, he shall be reinstated without loss of seniority of status benefits if he applies within ninety (90) days of discharge from the service.

Section 9.8

Military Training: Employees required to attend annual two week training camp shall be granted a leave of absence without pay. Upon returning from active duty, the employee shall be paid the difference between his regular program pay and his military pay (excluding travel allowance) if the military pay is lower.

Section 9.9

The President of the Union or his/her designee shall be granted leave with pay to attend meetings of the Greater New Haven Central Labor Council 4, AFSCME, State Convention and the National Convention of AFSCME. Written notification of which member will be attending one of the above mentioned meetings must be submitted to the Executive Director one (1) week in advance.

Section 9.10 – FMLA and Maternity Leave

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

Employer shall be required for FMLA leave situations.

1. Employees on FMLA leave shall have their health insurance coverage maintained during such leave on the same terms as if they had continued to work. Provided, if the employee fails to return to work, the employee shall be liable for the retroactive premium payments in accordance with FMLA.

2. Employees shall continue to accumulate sick leave days during FMLA leave.

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

(C) Employees on a leave of absence without pay will be eligible to continue their health insurance coverage at the group rate. Arrangements to do so must be made in advance with the Department designated to handle such arrangements or the insurance coverage will be terminated.

(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 9.11 – Occasional Sick Leave and Short Term Disability

Section 1

Only employees hired after July 1, 2006, 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 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 Board and the Union.

Section 4 - Administration of Sick Leave

(A) Each Department Head or designee shall be responsible for the administration of these provisions subject to the authority of the Superintendent of Schools or his/her designee.

(B) There shall be maintained in each Department or designee 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 Superintendent 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 Board, but not be less than once annually.

ARTICLE 10 - Vacations

Section 10.0

Effective upon the signing of this Agreement, the following schedule shall take effect:

- After completion of one (1) year of continuous service 2 weeks
- After completion of two (2) years of continuous service 3 weeks
- After completion of ten (10) years of continuous service 4 weeks
- After completion of twenty (20) years of continuous service 5 weeks

Section 10.1

Vacation pay shall be at the employee's average hourly earnings for the last fifty two (52) weeks, including applicable premium pay, multiplied by the average number of hours worked per week over the same period of time.

Section 10.2

Employees who are laid off, discharged, or who discontinue service with the Employer for any reason, including permanent Employer shutdown, shall be paid pro-rata vacation at the time of their job severance. Such pro-rata vacation pay shall be at the rate of one-twelfth of the hours due the employee for each completed month of credit toward his next vacation.

Section 10.3

Insofar as possible, the Employer will arrange the vacation of the employee at a time which suits the employee. Employees having greatest seniority will be given first choice in selecting the time of their vacation.

Section 10.4

If an employee dies while on the payroll of the Employer, vacation pay, as provided above, shall be paid to his legal heir or estate.

Section 10.5

Changes in the above schedule may be made by the Employer in case of emergency and/or liability to meet the minimum state requirements, resulting from unforeseen circumstances and changes in the needs of the community. When the schools are closed because of weather conditions, such days shall not be "made up" except to meet minimum state requirements.

Section 10.6

A yearly calendar shall be issued annually setting forth the scheduled school days and the days that school shall not be scheduled. Such 10-month employees shall not be entitled to vacation pay, but shall be paid for 10 holidays per year.

Section 10.7

Twelve (12) month employees are expected to be on the job except for listed holidays and scheduled vacations.

ARTICLE 11 - Seniority

Section 11.0

The length of service of the employee with the Employer shall determine the seniority of the employee.

Section 11.1

The principle of seniority shall govern and control in all cases promotion provided the employee is the most qualified, transfer, decrease or increase of the working force as well as preference in assignment to shift work and choice of vacation period.

Section 11.2

All new employees shall, for the first ninety (90) days of their employment be considered probationary employees. If retained after the ninety (90) day period, these employees shall be placed upon seniority list with seniority as of the date of hiring. All such employees may be dismissed during the ninety (90) day period for cause. The Union may, however, in accordance with the grievance procedure, investigate to determine whether the employee was released because of discrimination.

Section 11.3

With respect to all other matters, probationary employees are covered by the terms of this Agreement and shall have access to the grievance procedure for the enforcement of their rights hereunder.

Section 11.4

If the Board determines it is necessary to make layoffs, employees shall be laid off in the inverse order to their seniority. However, employees who possess special job skills or education need not necessarily be laid off if they do not otherwise have sufficient seniority. Special skills or education is hereinafter defined as actually possessing and utilizing bilingual skills or signing for the learning impaired in the performance of the job and/or possessing educational degrees or job-related certifications.

Section 11.5

The right of seniority in re-employment shall be accorded to a laid off employee prior to a new employee being hired, provided such laid off employee responds to a call to report to work not more than five (5) working days after receipt of notice sent to him by registered mail, to his last known post office address. If such laid off employee fails to report to work within ten (10) working days, he shall lose all rights of seniority, unless he is incapacitated or is employed elsewhere in which case he must notify the Employer in writing within five (5) days after receipt of notice to return that he will report to work as quickly as his health or temporary employment will permit.

Section 11.6

The Employer shall prepare and maintain, subject to examination and correction by Union Representatives, a seniority list and record the status of each employee in the unit. The Union shall be provided with a copy of the seniority list and shall be notified of all changes. Each employee shall have the right to protest any error in his seniority status.

Section 11.7

For the purpose of lay off only, all Union Officers will have top seniority during their tenure of office.

Section 11.8

Seniority rights of a laid off employee will continue to accumulate while he is laid off.

Section 11.9

All vacancies will be posted in each Center within five (5) working days after the vacancy has occurred and for a period of not less than two (2) weeks. The closing date for receiving applications, starting salaries, hours of work and physical location of job and job description must be included in the posted information.

Section 11.10

All promotions and transfers within the bargaining unit and promotions to supervisory positions shall be in accordance with the rules of seniority provided the necessary qualifications of such promotion or transfer are met.

Section 11.11

Seniority shall be lost for the following reasons only:

- a) Voluntary quit
- b) Discharge for cause
- c) Failure to return to work as required in paragraph 11.4 hereof.

Section 11.12

The qualifications, duties, and responsibilities of each position shall be clearly defined and are herein attached as an addendum to this Agreement and will not be unilaterally changed during the life of this Agreement.

ARTICLE 12 - Longevity

Section 12.0

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 five (5) 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, as set forth in item (A) above. 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 of their actual regular earnings, as set forth in 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.

ARTICLE 13 - Union Representation

Section 13.0

The Employer recognizes and will deal with all accredited members of the Negotiating Committee, Stewards and all other Union Representatives in all matters relating to grievances, interpretations of the Agreement or in any other matter which affects or may affect the relationship between the Employer and the Union.

Section 13.1

A written list of Negotiating Committee members and Union Stewards shall be furnished to the Employer immediately after their designation and the Union shall notify the Employer of any changes.

Section 13.2

The Employer will agree to such arrangements as may be necessary for the Union Representatives to properly and expeditiously carry on their Union duties. Such arrangements shall include permission for Officers or Stewards to leave their work area to go to any other work area, etc., within the bargaining unit to bring about a proper and expeditious disposition of a grievance or complaint.

Section 13.3

The Employer shall pay Stewards, members of the Negotiating Committee and aggrieved employees at their regular earnings for time spent processing grievances, in contract negotiations and pay other joint Union-Employer conferences.

ARTICLE 14 - Discharge & Discipline

Section 14.0

No employee shall be discharged, demoted or otherwise disciplined without good and sufficient cause. Any employee who has been discharged shall, if he so requests, be granted an interview (not to exceed fifteen minutes) with his Union Representative before he is required to leave the premises.

Section 14.1

Discharge shall be preceded by (a) verbal warning, (b) written warning and (c) suspension without pay, unless otherwise provided in this Agreement or unless, in the

judgment of the Employer, the infraction is of such severity that one or more of the foregoing steps shall be omitted. If an infraction is repeated, and if the sequence set forth above is followed, the next step in the sequence shall be invoked unless more than (1) year has elapsed since the infraction was previously committed and no disciplinary action has been taken against the employee in the interim.

Section 14.2

Should there be any dispute between the Employer and the Union concerning the existence of good and sufficient cause for discharge, demotion or discipline, such dispute shall be adjusted in accordance with Grievance and Arbitration provisions in this Agreement.

Section 14.3

All discharge and suspensions shall be in writing with a copy sent to the Union President.

Section 14.4

All verbal warnings and written warnings shall be removed from the employee's record after a period of one (1) year if there has been no reoccurrences 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 record after two (2) years if there has been no reoccurrences of the infraction and the employee has a good work record.

ARTICLE 15 - Grievance Procedure

Section 15.0

For the purpose of this Agreement, the term "Grievance" means any dispute between the Employer and the Union or between the Employer and any employee concerning the effect, interpretation, application, claim or breach or violation of this Agreement.

Section 15.1

Any such grievance shall be settled in accordance with the following grievance procedure:

(a) Step 1: The aggrieved employee and/or his Steward or Representative shall within thirty (30) working days of the occurrence take up the grievance with the Head Teacher in an effort to get the grievance resolved immediately. If the grievance is not settled informally at this decision, then the grievance will be reduced to writing and submitted to the Executive Director or his/her designee will adjust the grievance at once or give an answer to the Union, in writing, within five (5) working days of receipt of the grievance.

(b) Step 2: If the aggrieved party or the Union is not satisfied with the answer given by the Director, they may elect to submit the grievance within five (5) working days to the Human Resources Administrator. The Human Resources Administrator or his/her designee will arrange a hearing with the grieving party and the Union within fifteen (15) days after receiving the grievance in an attempt to resolve the issue. If the grievance is not resolved by the Human Resources administrator or his/her designee at

the hearing, an answer will be submitted to the Union and the aggrieved, in writing, within five (5) working days after the above hearing has been held.

(c) Step 3: If the aggrieved party or the Union is not satisfied with the answer given by the Human Resources Administrator or his/her designee, they may elect to submit the grievance to the Labor Relations Director within five (5) working days from day of receipt of Step 2 answer. The Labor Relations Director or his/her designee will arrange a hearing with the grievant and the Union in an attempt to resolve the issue. If the grievance is not resolved at the hearing, an answer will be submitted to the Union, in writing, within ten (10) working days after the above hearing has been held.

(d) Step 4: If the Union is not satisfied with the answer given by the Labor Relations Director or his/her designee, they may elect to submit the grievance to the Connecticut State Board of Mediation and Arbitration to be resolved, and in the event arbitration takes place, the answer shall be final and binding. Any costs arising as a result of arbitration shall be borne equally by both parties.

(e) Nothing herein shall be construed as prohibiting an aggrieved party from handling his own grievance up to Step 3 if he/she do desires to do so, but no agreement shall be made that is contrary to any of the terms of this Agreement.

(f) The Employer shall allow the aggrieved employee(s) and a Union Representative or Officer the necessary time off without loss of pay to resolve any such grievance(s) in accordance with those procedures as set forth in 14.1 Steps (a) through (f).

Section 15.2

General grievance or disputes affecting the employees in a Unit as a whole and discharge grievances may be initiated by the Union Committee directly at Step (b).

Section 15.3

Either party to this Agreement shall be permitted to call employees as witnesses at each and every step of the grievance procedure. The Employer on demand, shall produce payroll and other records for the purpose of substantiating the contentions or claims of the parties well in advance of the formal proceedings of the grievance procedure.

Section 15.4

If the Employer does not answer within the prescribed time limits unless the time limits have been mutually waived in writing, the grievance will be settled in favor of the Union and if the Union employee does not file the grievance within the prescribed time, the grievance will be denied.

Section 15.5

The grievance procedure and arbitration provided for herein shall constitute the sole and exclusive remedy to be utilized by the parties hereto for such determination, decision, adjustment or settlement of any and all grievances or disputes as herein defined

whether or not either party to the contract considers the same as material breach of the contract or otherwise.

ARTICLE 16 - Arbitration

Section 16.0

Any grievance not settled in accordance with Article 15, Grievance Procedure, may be submitted to arbitration, if requested by the Union, within ten (10) days from Step (c) meeting at which the grievance has not been resolved satisfactorily, shall be referred to the Connecticut State Board of Mediation and Arbitration. The cost of arbitration to be shared equally by the Employer and the Union.

ARTICLE 17 - Employee Benefit Plan

Section 17.0

(A) The Board shall cover all bargaining unit employees and their eligible dependents under one of two medical care programs, on a premium cost-sharing basis, known as “BC-1” and “BC-2”. Employees may choose between the medical plans at the time of enrollment and at the time of the City’s annual open enrollment. These plan summaries are outlined in Attachment A to this Agreement. The Medical Benefits Office maintains all governing plan documents and applicable riders.

(B) Eligible employees who retire on or after the effective date of this agreement shall contribute, through a monthly deduction, a fixed portion of the medical insurance premiums for the level of coverage in accordance with the cost sharing in effect on the date of his/her retirement.

(C) Effective January 1, 2007 employees shall contribute a percentage of the cost of his/her health insurance premiums based on the COBRA rates in effect at the time. These contributions shall be made through weekly payroll deductions as follows:

Year	BC-2	BC-1
1/1/07 – 6/30/07	7%	9%
7/1/07 – 6/30/08	8%	10%
7/1/08 – 6/30/09	9%	11
7/1/09 – 6/30/10	10%	12%

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

governed by the collective bargaining agreement and the carrier's insurance plan.

Section 17.1

The City's co-Pay Dental Plan and Dependent Rider of Unmarried Children 19-24 years of age, and the City's Full Dental Rider 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 17.2

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

Section 17.3

The City's 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 17.4

Employees shall not be eligible for medical benefits until the successful completion of their 90-day probationary period. Thereafter, such benefits shall commence on the first business day of the next month following the successfully completed probationary period.

ARTICLE 18 - Bulletin Boards

Section 18.0

The Employer shall place a bulletin board at an appropriate location for use of the Union in each Center.

ARTICLE 19 - Miscellaneous

Section 19.0

The Employer and the Union agree to establish a Safety Committee consisting of an equal number of Union and Employer representatives.

Section 19.1

The Employer shall maintain an emergency first-aid station to care for its employees in case of injury.

Section 19.2

The Employer shall notify the Union of all accidents which occur in the Center within a reasonable time.

Section 19.3

Whenever needed, safety devices and protective clothing shall be furnished the employees by the Employer.

Section 19.4

The Employer shall furnish and maintain safe and healthful sanitary conditions, including clean and adequate storage accommodations, washing facilities and toilets.

Section 19.5

The Employer shall provide rest areas.

ARTICLE 20 - Educational Incentive

a) Effective July 1, 2001 any current employee who earns an Associate's Degree from an accredited college or university or who has earned an Associate's Degree from an accredited college or university since they have been hired will receive one hundred dollars (\$100) annually paid in a lump sum in January each year commencing in January 2002. This Article will not pertain to those employees who had an Associate's Degree when they were hired.

b) Daycare workers earning college credits after July 1, 2001 shall receive a lump sum in January of each year commencing January 2002 at the following rates:

Fifteen (15) semester hours \$100.00
Thirty (30) semester hours \$200.00
Forty-five (45) semester hours \$300.00
Sixty (60) semester hours \$400.00

c) Daycare workers earning a Bachelor's Degree shall receive one thousand dollars (\$1,000) annually paid in a lump sum in January of each year commencing January of 2002. Daycare workers who presently have a Bachelor's Degree, and were not given credit on the salary schedule for same when they were hired, are eligible to receive the \$1,000 lump sum.

d) For formal workshops that employees attend, they will receive credits and or certificates at the completion of the formal workshops.

ARTICLE 21 - Alteration Of Agreement

Section 21.0

No Agreement alteration, understanding, variation, waiver or modification of any of the terms, conditions, or covenants contained herein shall be made by any employee or group of employees with the Employer and in no case shall it be binding upon the parties herein unless such agreement is made and executed in writing between the parties hereto and same has been ratified by the Union.

Section 21.1

The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all the terms and conditions herein.

ARTICLE 22 - Maintenance Of Privileges

Section 22.0

Any and all privileges enjoyed by the employees and the City prior to the date of this Agreement will not be denied to them because of the signing of this Agreement unless the parties, through collective bargaining mutually agree to change or have specifically waived any of these privileges.

ARTICLE 23 - Sub-Contracting

Section 23.0

The Employer agrees that during the term of this Agreement no work usually performed by the employees in the unit will be subcontracted.

ARTICLE 24 - Savings Clause

Section 24.0

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

ARTICLE 25 - Visitation

Section 25.0

Accredited Representatives of the Union will have free access to the premises of the Employer during working hours and to the office of the Employer provided the person in charge of the Center is notified upon arrival.

ARTICLE 26 - No Strike - No Lockout

Section 26.0

The Union agrees that during the length of this Agreement it will not call or support or participate in any work stoppage or strike against the Employer.

Section 26.1

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

ARTICLE 27 - Duration

Section 27.0

This Agreement shall become effective July 1, 2002 and shall remain in effect until June 30, 2006. All "sunset" provisions contained in this Agreement shall be binding notwithstanding the duration stated herein. Negotiations for a successor agreement shall commence in accordance with the Municipal Employee Relations Act.

Section 27.1

Within fifteen (15) days of the receipt of such notice to modify the Union and the Employer shall commence negotiations unless it is mutually agreed to extend the number of such days beyond fifteen (15).

Section 27.2

This Contract shall remain in full force and effect during the course of such negotiations with all monetary and other benefits retroactive to the expiration date as specified in Section 26.0 above.

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

New Haven Board of Education

Local 1303-102, Council 4,
AFSCME, AFL-CIO

By: _____

By: _____

Dr. Brian K. Perkins.
Board President

Vanetta Lloyd
President

New Haven Board of Education

Council 4, AFSCME, AFL-CIO

By: _____
William F. Clark
Chief Negotiator

By: _____
Andrew Romegialli
Staff Representative

City of New Haven
Human Resources Administration
And
Local 1303-102, Council 4, AFSCME, AFL-CIO

Memorandum of Understanding

The City of New Haven, Human Resources Administration (hereinafter referred to as the “City”) and Local 1303-102, Council 4, AFSCME, AFL-CIO (hereinafter referred to as the “Union”), having recently concluded negotiations on a successor agreement which shall be effective October 1, 1993 through September 30, 1997, hereby agree to the following:

1) Retroactivity

The terms of this successor Collective Bargaining Agreement shall take effect upon the ratification by both parties, and its subsequent execution; except that wages only shall be retroactive as stated in Article 8, Wages, of this Agreement.

2) Worker’s Compensation Preferred Provider Plan

The Union agrees to, and will not challenge in any manner, the City’s design and implementation of a Worker’s Compensation Preferred Provider Plan. It is understood that the implementation date for this Plan will be as soon as is practicable.

3) Deferred Compensation Plan

The City agrees to facilitate the process of bargaining unit employees participating in an individual based deferred compensation plan and to meet within thirty (30) days after the implementation of this Agreement to start this process.

4) “Snow Days” Work Rule

The City and the Union agree to meet and confer regarding the issue of the “snow days” work rule as soon as practicable after the implementation of this Agreement.

In witness whereof, the parties have caused their names to be signed on this _____ day of January, 1996.

City of New Haven

Local 1303-102, Council 4,
AFSCME, AFL-CIO

By: _____
 /s\
 John DeStefano, Jr.
 Mayor

By: _____
 /s\
 Vanetta Lloyd
 President

Council 4, AFSCME, AFL-CIO

By: _____
 /s\
 Lisa M. Grasso
 Director of Organizational
 Development

By: _____
 /s\
 James Castelot
 Staff Representative

City of New Haven
Human Resources Administration
And
Local 1303-102, Council 4,
AFSCME, AFL-CIO

Memorandum Of Understanding

The City of New Haven, Human Resources Administration hereinafter referred to as the "Employer" and Local 1303-102 of Council 4, AFSCME, AFL-CIO hereinafter referred to as the "Union", having recently concluded negotiations on a successor agreement which shall be effective January 1, 1987 through June 30, 1990 hereby agree to the following memorandum:

I. Pensions

The Employer agrees to continue the Pension Plan for only those employees included in the Pension Plan as of March 30, 1987 for as long as they remain employees. The dollar amount that the Employer is contributing as of March 30, 1987 shall be frozen at its current level for all Employer contributions in the future. If the Pension Administrators agree, said employees shall be given the option to withdraw from the Plan provided contributions made in their behalf are returned.

II. Residency

The Union agrees that the Employer may require residency in New Haven as a Condition of Employment for all new employees and has no problem with residency in New Haven as a Condition of Employment provided all new employees have this requirement explained to them at time of hire.

III. Retroactivity

The terms of the new agreement shall take effect upon the ratification by both parties except that wages only shall be retroactive to January 1, 1986 and October 1, 1986 for Title XX employees. The Employer agrees to make all retroactive payments specified in Article 8 no later than the fourth full pay period following ratification by the Board of Aldermen.

In witness whereof, the parties have caused their names to be signed on this 26th day of January, 1989.

For the Employer:

s/Biagio DiLieto
s/Victor R. Binkoski
s/Carlton Boyd

For the Union:

s/Vanetta Lloyd
s/Dominick A. Lucenti

City of New Haven
Human Resources Administration
And
Local 1303-102, Council 4,
AFSCME, AFL-CIO

Memorandum Of Understanding

The City of New Haven, Human Resources Administration hereinafter referred to as the Employer and Local 1303-102 of Council 4, AFSCME, AFL-CIO and Local 884 of Council 4, AFSCME, AFL-CIO hereby agree to the following memorandum:

- 1) Effective with the ratification of the Local 1303-102 Contract by the Board of Aldermen, Local 884 hereby agrees that the Day Care employees represented by Local 884 in the Model Cities Program shall be included in the 1303-102 Contract.

- 2) Local 1303-102 agrees to represent said employees and Local 884 agrees to release jurisdiction on said employees, only after the employees voted on the move.

- 3) The Employer agrees that all Model Cities Day Care employees shall receive the money allocated for their salaries as approved in the DHR grant or five percent (5%) whichever is greater. The Employer also agrees that no Model City employee shall suffer any loss in vacation benefit or longevity benefit as a result of this stipulation.

- 4) The parties agree to the above without precedent due to the uniqueness of the situation.

In witness whereof, the parties have caused their names to be signed on this 26th day of January, 1989.

For the Employer:

s/Biagio DiLieto
s/Victor R. Binkoski

For Local 1303-102:

s/Vanetta Lloyd
s/Dominick A. Lucenti

For Local 884:

s/Louis DeFilio
s/Dominick A. Lucenti

Attachment A

Bluecare BC1 and BC2

Benefit	Bluecare POE(BC1)	Bluecare POE (BC2)
EMERGENCY CARE		
Emergency Room	\$75 Copay (waived if admitted)	\$75 Copay (waived if admitted)
Urgent Care	\$50 Copay	\$50 Copay
Walk-In Centers	\$10 Copay	\$15 Copay
Ambulance	Unlimited for Land and Air	Unlimited for Land and Air
INPATIENT HOSPITAL-		
Inpatient-General/Medical/Surgical/Maternity (Semi-Private)	All Hospital Admissions Require Pre-Cert No Copay	All Hospital Admissions Require Pre-Cert \$250 Per Admission Copay
Ancillary Services-Medications and Supplies	Covered	Covered
Mental Health	No Copay	\$250 Per Admission Copay
(Biologically Based)		
Mental Health	No Copay	\$250 Copay Per Admission Copay
(Non-Biologically Based)	60 Days Per Calendar Year	60 Days Per Calendar Year
Substance Abuse	No Copay	\$250 Per Admission Copay
	45 Days Per Calendar Year	45 Days Per Calendar Year
Rehabilitative Services	No Copay	\$250 Per Admission Copay
	60 Days Per Calendar Year	60 Days Per Calendar Year
Skilled Nursing Facility	No Copay	\$250 Per Admission Copay
	90 Days Per calendar Year	90 Days Per calendar Year
Outpatient Surgery	Prior Authorization Required	Prior Authorization Required
(Facility Charges)	No Copay	\$100 Copay
Pre-Admission Testing	Covered	Covered
Diagnostic Lab & X-Ray	Covered	Covered
OTHER SERVICES		
Durable Medical Equipment	Covered at 100%	Covered at 100%
(Including Prosthetics)		
Home Health Care	Covered 200 Visits	Covered 200 Visits
Hospice	Covered up to Last 6 Months of Life	Covered up to Last 6 Months of Life
Acupuncture	Not Covered	Not Covered
Orthotics	Limited to Specific Items & Diagnosis	Limited to Specific Items & Diagnosis
TMJ	Not Covered	Not Covered
Infertility	\$10 Office Visit Copay 50% up to a \$5000 Lifetime Maximum Invitro and Artificial Insemination Not Covered	\$25 Office Visit Copay 50% up to a \$5000 Lifetime Maximum Invitro and Artificial Insemination Not Covered
Prescription Rider	5/20/35 unlimited see additional sheet for details	5/20/35 unlimited see additional sheet for details

Prescription Three Tier Plan

	Proposed 3 Tier Drug Rider
Network	Access to over 680 Pharmacies in CT Access to over 52,500 pharmacies nationwide

Participating Pharmacy

Retail Copay-Generic	\$5.00
Listed Brand Copay	\$20.00
Non-Listed Brand Copay	\$35.00

Non Participating Pharmacy

Deductible	\$0
Coinsurance*	20%

Supply Limits

Retail	30 day or 100 unit dose-1 copay
Mail Order	35-100 day supply- 2 copays

Drug Rider Maximums	Unlimited per member per calendar year
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*Dispensed As Written Clause	MD Override allowed
*Age Gender	yes
*Refill Too Soon	yes
*Duplicate Therapy	yes
*Quantity Limits	yes
*Step Therapy	yes
Diabetic Supplies	Not Subject to copays and maximums
Pill Bill	Covered

***Non-par pharmacists reimbursed at 80% of in network allowance. Member is also responsible for the difference between Anthem Blue Cross and Blue Shield's payment and the pharmacist's actual charge.**

***Dispensed as written**-Allows the member to receive a brand when the generic is available at just the brand copay when the doctor writes "Dispensed as Written" on the prescription. If the doctor fails to write "Dispensed as Written" on the prescription and member request the brand with the generic available, the member will pay the difference between the cost of the generic and brand drug and the brand drug copay

***Age Gender**-No benefits are available for medications prescribed outside the FDA age/gender recommendations

***Refill Too Soon**-Benefits will not be available for refill medications until 90% of the prior medication has been used.

***Duplicate Therapy**-Identifies drugs with the same therapeutic value and can prevent toxicity

***Quantity Limits**-Certain medications will be limited to quantities recommended to maintain clinically appropriate utilization and administration

***Step Therapy**-No benefits are available for Step Therapy protocol drugs without documented other medication failure