

AGREEMENT
BETWEEN
THE NEW HAVEN BOARD OF EDUCATION

AND

BOARD OF EDUCATION EMPLOYEES
LOCAL 3429 OF COUNCIL 4
AFSCME, AFL-CIO

JULY 1, 2010 – JUNE 30, 2015

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PREAMBLE

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

ARTICLE 1 **RECOGNITION**

Section 1

The New Haven Board of Education (hereinafter "Board") recognizes Local 3429, Council 4, AFSCME, AFL-CIO as the sole and exclusive bargaining agent with respect to rates of pay, wages, hours and all other conditions of employment for all employees covered by this Agreement.

Section 2

The term "employee" as used in this Agreement shall mean and include all paraprofessionals employed by the City of New Haven, Board of Education excluding Supervisors.

Section 3

All new employees covered by this Agreement shall be subject to a one hundred twenty (120) day probationary period.

ARTICLE 2 **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 the School System, determine the methods, means, manner and personnel by which services shall be rendered; and (f) to take any actions necessary in situations of emergency, to carry out the responsibility of the Board to the citizens of New Haven.

Section 2

The Board will be bound by the obligations imposed by law, as well as the responsibilities set forth in this Agreement.

ARTICLE 3
CONSULTATION PROCEDURE

Section 1

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 Board 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 Board or the Union for ratification with the recommendation of both parties.

Section 2

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 3

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 4
NON-DISCRIMINATION CLAUSE

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

ARTICLE 5
DUES DEDUCTIONS

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 for the duration of the Agreement or pay to the Union an amount equal to the amount of dues, fees and assessments payable by Union members. 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 at the completion of the probationary period or pay to the Union an amount equal to the amount of dues, fees and assessments payable by Union members.

Section 2

The Board agrees to deduct from the salary of its employees dues, or the fee in lieu thereof. Each employee shall, as a condition of employment, authorize the Board, in writing and on the form agreed to, to make such deduction and to transmit the monies monthly to Local 3429 of Council 4. If dues are not deducted the Union will notify the Board and the proper deduction will be made from the next month following said notice by the Union.

As soon as is practicable following the execution of this agreement, dues deductions are to be made weekly unless mutually agreed otherwise. If an employee who is absent on account of sickness, leave of absence, or for any other reasons has no earnings due him during such deduction period, no deductions will be made from that employee for that period. The Union will arrange collection of dues and fees in such instances, directly with the employee.

Section 3

If any employee does not have Union dues or the agency fees deducted from his/her pay for that month for any other reason, the Board shall make a double deduction each month thereafter until the employee becomes current.

Section 4

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

ARTICLE 6 SENIORITY

Section 1

Seniority is defined as the total length of continuous service as a paraprofessional employee employed by the New Haven Board of Education. Continuity of employment shall not be broken by any approved leave of absence whether with or without pay, or if laid off and recalled within two years.

Section 2

When a position is to be filled a copy of the job announcement will be sent to all schools and work locations to which paraprofessionals are assigned. A copy will also be sent to the Union President and Council 4. Those interested in applying for the position must contact the Board's Personnel Office in writing within ten (10) days of the date on the announcement.

Section 3

All positions will be filled based upon candidates' qualifications for the position in question. If, however, there are applicants presently employed in the New Haven School System and two or more applicants are equally qualified, the applicant with the greatest seniority in the bargaining unit shall be given preference.

Section 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 5

Employees who have been laid off shall have their names placed on a paraprofessional employee re-employment list. An individual's name shall remain on the re-employment list for two (2) years from the date of layoff or until re-employed, whichever occurs first.

Section 6

If the Board determines to fill paraprofessional positions while there are such individuals on layoff status, the available position shall be offered to individuals on the re-employment list in seniority order provided said individual is qualified for the position being filled.

Section 7

Employees on layoff shall continue to accumulate seniority for two (2) years but shall not be entitled to any other contractual benefits during the period of layoff. Time spent on layoff shall not be deemed to interrupt the continuity of employment for purposes of computing contractual benefits if recalled prior to the end of the two (2) 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.

Section 8

An employee recalled from layoff will be placed in the salary group to which the offered position is assigned. The step within the group shall be equivalent to the step the employee was in at the time of layoff, but based upon the salary schedule in effect at the time of recall.

Section 9

Any employee who refuses an opportunity to recall to a position in the same salary group or a higher salary group from which the layoff occurred shall have their name removed from the re-employment list.

Section 10

- a) The employer shall provide the Union on or about January 1st and July 1st of each year an updated list of all bargaining unit employees which shall include the employee's address on file with the Employer and the date of hire.
- b) With respect to new employees, the Union will be notified within thirty (30) days of an individual's hire of the employee's name, address, title, position number, salary, date of hire and work location.

Section 11

Officers of the Local shall have top seniority in cases of layoff. Officers are defined as the President, Vice-President, Secretary and Treasurer.

Section 12

The duties and responsibilities of positions existing on the effective date of this Agreement will not be unilaterally changed during this Agreement.

Section 13

Two weeks notice will be given to any employee before the employee is transferred.

Section 14

Involuntary transfers from a building will be made by seniority with the employee in that building with the least length of time at the Board of Education being transferred first, so long as the instructional needs of the school system are met, which needs shall be determined by the superintendent or his/her designee.

Section 15

The Board of Education and the City of New Haven agree that any Local 3429 member who is transferred or promoted to any position included in Locals 933, 884, 287, 68, 71 or 3144 shall be able to carry over all unused sick leave and vacation pay and further agree that his/her time in Local 3429 shall be credited towards vacation and longevity.

ARTICLE 7
BULLETIN BOARDS

Section 1

The Union shall be allowed bulletin board space in the school. Copies of any notice to be posted shall be submitted to the Principal or to the supervisor in those work locations where there is no principal.

ARTICLE 8
SAVINGS CLAUSE

Section 1

In the event that any federal or state legislation, governmental regulations, 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 9
LEAVE PROVISIONS

Section 1 – Sick Leave

- a) Sick Leave is to be used only for the purpose of compensating a paraprofessional who is unable to attend his/her regularly scheduled classes for one of the following reasons:
1. Personal illness which requires the individual to stay home.
 2. Medical or dental examination if arrangements cannot be made outside of working hours.
 3. When exposure to contagious disease endangers the health of other employees.
 4. When a member of the immediate family is critically ill or disabled creating an emergency which requires the personal attention of the employee, for a period of time not to exceed one (1) day.

- b) Sick leave shall be earned at the rate of one and one-quarter working days for each school calendar month of service.
- c) Effective March 1, 2007, all unused sick leave of any employee during continuous employment may be accumulated to a maximum of one hundred and twenty days (120). As of March 1, 2007 any employee who has accumulated sick leave in excess of one hundred and twenty (120) days shall be allowed to maintain such balance and utilize such sick leave in a manner consistent with this Agreement provided that once such accumulated sick leave balance becomes equal to or less than one hundred and twenty (120) days then one hundred and twenty (120) days shall become a maximum number of days to be accumulated by such employee. Employees hired after July 1, 2002 may only accumulate sick leave to a maximum of one hundred and twenty (120) days.
- d) The Board and/or Superintendent or his designated representative may request a Doctor's certificate to be presented by any paraprofessional attesting to illness sufficient to keep the paraprofessional from work for five (5) consecutive days or more. If there exists any reasonable doubt concerning the paraprofessional's illness, the Board or the Superintendent or his designee may require such paraprofessional to submit to an examination by an independent Physician acceptable to the paraprofessional and the Board at the Board's expense.
- e) 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 provided that this provision in no way conflicts with any and all retirement provisions under Social Security. Payment for credited accumulated sick leave up to a maximum of 120 days shall be made on a lump sum basis upon retirement. Retirement is defined to mean retirement under Social Security.
- f) Upon the death of an employee, the amount of sick leave time credited to the employee up to a maximum of one hundred twenty (120) days shall be payable to his/her spouse or estate.
- g) Upon layoff of an employee, the amount of sick leave time credited to the employee up to a maximum of one hundred (100) days shall be paid in a lump sum within one (1) month of the employee's termination date.

Section 2 – Leave of Absence

- a) Request for leave of absence must be submitted in writing, setting forth the reason for said request. If the request is granted, said employee can be granted a leave of absence up to one (1) year. Placement upon return of said leave will be determined upon the availability of said position, or a similar position.
- b) The leave of absence shall be without pay and no contractual benefits shall accumulate during the period of the leave except that the continuity of employment for purposes of seniority shall not be broken. Employees on a leave of absence may arrange to continue their health insurance coverage by reimbursing the Employer for the monthly premiums.

Section 3 – Time Allowance for Death

- a) In the event of a death in the immediate family (father, mother, mother-in-law, father-in-law, sister, brother, husband, wife, child, grandparent, grandchild) the number of days leave granted for this purpose shall not exceed five (5) days immediately following the date of death. Reimbursement will only be for working days.
- b) Employees may attend funerals for an aunt, uncle, brother-in-law or sister-in-law. One full day's pay will be granted if the absence occurs on one of the employee's regularly scheduled work days.
- c) 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 4 – Personal Days

- a) Each employee shall be entitled to three (3) personal days per school year. Effective June 30, 1987 and each June 30 thereafter all personal days must be utilized or they will be lost.
- b) An employee intending to utilize personal leave shall notify his/her supervisor at least forty eight (48) hours prior to taking such leave.

Section 5 – Worker's Compensation

- a) In the event an employee covered by this plan is injured in the course of employment and is receiving worker's compensation, commencing after the tenth work day missed he/she shall receive the difference between the worker's compensation pay and his/her regular weekly salary for a maximum of ten (10) weeks, per injury, including any recurrence of the original injury, provided that in no event shall the amount received under this Article 9, Section 5 exceed the employee's actual regular weekly salary.
- b) In addition to existing rights the Employer has or may have to recover Workers' Compensation payment from responsible third parties, the Employer shall have the right to recover any payment made by it to supplement said benefits pursuant to paragraph (a) hereof from such a responsible party. If the employee recovers a judgment or otherwise settles his/her claim against a responsible third party, the Employer shall be reimbursed by the employee to the extent of the benefits paid by it.
- c) The employee agrees to hold the Union harmless with respect to any liability on the employee's part as above set forth

Section 6 – FMLA and Maternity Leave

(A) Family and Medical Leave - Any employee who is an "eligible employee" as defined

et seq.

shall be granted up to the statutory allotted weeks of FMLA leave during a twelve (12) month period in accordance with the FMLA. Any accumulated paid sick leave time must be exhausted first in situations where the leave being taken by the employee is covered by the FMLA; however, employees have the option to use or not use accumulated vacation days as part of the FMLA leave. Paid leave time used as part of the FMLA leave shall be included in (and shall not be in addition to) the aforementioned statutory period of allowable FMLA leave. A medical certificate acceptable to the City shall be required for FMLA leave situations.

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 retroactive premium payments in accordance with the FMLA.
2. Employees shall continue to accumulate sick leave days during paid FMLA leave.

Employees on any leave without pay (including unpaid FMLA leave) shall not continue to accumulate sick leave or vacation credits.

(B) 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.

(C) 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 7

Up to five (5) Executive Board members, or their designees, shall be granted leave with pay for no more than 6 working days to attend the Council 4 Convention, the State Convention of the Connecticut State Labor Council, AFL-CIO, and the National Convention of the American Federation of State, County and Municipal Employees, AFL-CIO, provided however that permission for such leave shall be subject to the instructional needs of the school system, which needs shall be determined by the superintendent or his/her designee. On or about thirty (30) days from the signing of the Agreement, the Union shall submit a letter to the Director of Personnel and 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 Personnel and Labor Relations the dates of the Union meetings referred to in this Section where such dates are fixed. Notification of attendance at meetings whose dates are not fixed shall also be made to the Director of Personnel and Labor Relations when such become known to the Union, but in no event less than one (1) calendar week prior to such meetings.

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.

ARTICLE 9A
OCCASIONAL SICK LEAVE & SHORT TERM DISABILITY

Section 1

Only employees hired on or 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 paid sick days retroactive to his/her date of hire for the first calendar year only.

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

Section 3

INCOME PROTECTION PLAN

A. Purpose

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

B. Eligibility

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

C. Short Term Disability

1. Short term disability shall apply to any extended absence for sickness or non-job related injury of more than seven (7) consecutive calendar days.
 2. After the seventh (7th) day of consecutive calendar day absences and for a maximum duration thereafter of twenty-six (26) weeks, weekly benefits will be paid in the net amount of sixty-six and two-thirds percent (66-2/3%) of normal weekly straight time earnings, provided the employee is under the care of a licensed physician.
3. For all periods of any short term disability, the employee shall be considered to be an active employee and entitled to any and all benefits provided by the Collective Bargaining Agreement between the City and the Union.

Section 4 - Administration of Sick Leave

- (A) Each Department Head shall be responsible for the administration of these provisions subject to the authority of the Controller's Office.
- (B) There shall be maintained in each Department a record for each employee of all sick leave taken, available and/or lost for each calendar year. These records shall be subject to inspection by the Controller's Office and he/she may require periodic reports to be submitted to him/her.
- (C) During the effective period of this Agreement, a satisfactory method of informing individual employees of available sick leave in each calendar year shall be established. Such procedure may include either of the following:
 - 1) A record of an employee's available sick leave in the pertinent calendar year shall be submitted to the employee upon his/her request at least once annually.
 - 2) A record of an employee's available sick leave in the pertinent calendar year shall be indicated on the employee's wage stub at established periodic intervals

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 10
SCHOOL YEAR and HOURS OF WORK

Section 1

The work year for all paraprofessionals will commence with the first day of school for the students and shall terminate no later than June 30 of each year. During such period, there will be scheduled no more than 184 days.

Section 2

Changes in the above schedule may be made by the Board 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 3

A yearly calendar shall be issued annually setting forth the scheduled school days and the days that school shall not be scheduled.

Section 4

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

Section 5

The working hours for all bargaining unit members shall be as follows: paraprofessionals shall report to work 15 minutes prior to the start of the established school day and shall complete their workday 15 minutes after the end of the established school day for their particular school, with a one-half (½) hour duty-free lunch. The established school day shall be based on the schedule in effect for school year 2012/2013 for each of the particular schools. Should such established schedules change, the Board agrees to negotiate the impact of such a change, if any, with the union.

ARTICLE 11
UNION SECURITY

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 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 at the completion of the probationary period. In lieu of the requirements of this Section, any bargaining unit employee shall be permitted to comply with the provisions of Section 2 of this Article.

Section 2

Each employee hired before the effective date of this Agreement, as a condition of employment, at the end of 30 days after the date this Agreement is signed, shall either become and remain a member of the Union in good standing or pay to the Union an amount equal to the amount of dues, fees and assessments payable by Union members for the duration of this Agreement.

Section 3

Upon receipt of written notification from the Union to the Director of Personnel and Labor Relations, sent by registered or certified mail and signed by an authorized representative of the Union that an employee is not complying with either of the requirements as set forth in Section 2 above, accompanied by a properly authorized written request from the Union for the discharge of such an employee, the Board shall discharge said employee, within five (5) working days following receipt of said notice and request, unless during such period said employee shall make payment to the Union of deficient initiation fee or reinstatement fee and/or regular dues, whichever is applicable.

Section 4

The Union agrees to indemnify and to save the Board of Education harmless from any and all claims or demands which may be made against the Board under any of the Sections of this Article.

ARTICLE 12 **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/her

assignment without delay and file his/her complaint 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 Union desire that all employees in the unit be treated fairly and equitably. It is intended that this grievance procedure will provide a means of resolving complaints and grievances at the lowest level possible and nothing in this Article should be interpreted as discouraging an employee and/or his/her representative from discussing any dissatisfaction, in an informal manner, with his/her immediate Supervisor, higher level supervision, or Department of Personnel representatives. Such discussions will not interfere with the right of any employee to process complaints through the grievance procedure.

Section 2

Step 1: An employee with a complaint should first discuss the matter with his/her immediate Supervisor. In this discussion, the persons involved shall make an earnest effort to resolve the matter consistent with the terms of this Agreement. The Supervisor shall make whatever additional investigation is necessary and shall give his/her answer as soon as practicable, but within five (5) working days. It is agreed that most complaints should be settled at this step.

Step 2: If the employee is not satisfied with the answer at Step 1, he/she shall then reduce his/her complaint to writing, either on a form mutually agreed to by the parties or in a letter. Such complaint must contain the following information: (1) a statement indicating his/her decision to process his/her complaint through the negotiated grievance procedure; (2) a statement presenting, in a concise manner, the details of the complaint; (3) a statement outlining the relief sought; and (4) specific reference to the clause or clauses of the Agreement which the grievant feels have been violated. The employee and/or his/her chosen representative shall submit the written complaint to the Director of Personnel and Labor Relations within five (5) working days after receipt of the Supervisor's answer to Step 1 above. The Director of Personnel and Labor Relations shall give the Union a written answer to the complaint within three (3) working days.

Step 3: If the decision at Step 2 is not satisfactory the Union may appeal, in writing, to the Director of Administration within ten (10) working days after receiving the decision of Step 2. Upon receipt of such an appeal, the Director of Personnel and Labor Relations (or his/her designee) will investigate the complaint and make an effort to resolve it to the satisfaction of all parties. Prior to denying any complaint at this Step, the aggrieved employee and/or his/her representative, if any, shall be afforded the right to meet and discuss the grievance with the Director of Administration or his representative. The decision of the Director of Personnel and Labor Relations (or his/her designee) will be made as soon as practicable, but not later than fifteen (15) working days after receipt of appeal from Step 2.

Section 3

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

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

Section 7

The Union agrees that it shall cooperate with the Employer 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.

ARTICLE 13 **ARBITRATION**

Section 1

In order to be considered, a request by the Union for arbitration must be received by the Director of Personnel and Labor Relations (or his/her designee) within ten (10) working days after the next regular scheduled meeting of the Union's Executive Board following receipt of the Step 3 answer, but in no event more than forty (40) working days after receipt of the Step 3 answer of the grievance procedure. Grievances not appealed within this time shall be considered as resolved. The Union will provide the dates of the regularly scheduled Executive Board meetings on an annual basis to the Director of Personnel and Labor Relations.

Section 2

Requests for arbitration must 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 Union's position. In order that both parties may be fully prepared should a case go to arbitration, it is agreed that neither party may amend the references to the Article and/or Sections believed violated after receipt by the Director of Personnel and Labor Relations of the letter requesting arbitration.

Section 3

Within ten (10) working days from the date of receipt of the arbitration request, either party concerned may write and request the use of the Connecticut Mediation and Arbitration Service unless both parties agree to use the American Arbitration Association.

Section 4

The arbitrator's 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) selected in accordance with the procedure described in Section 3 of the Article shall conduct a hearing at which the facts and arguments relating to the dispute shall be heard. It is contemplated that the Board and the Union shall mutually agree in writing as to the statement of the matter to be arbitrated prior to any hearing, and if this is done, the Arbitrator shall confine his decision to the particular matter that was specified; in the event of failure of the parties to so agree on a statement of issue to be submitted, the Arbitrator(s) shall decide upon an issue prior to commencing the hearing. In arriving at said issue the arbitrator(s) shall consider the statements of the issue by the respective parties and written statement of the grievance presented to the Director of Personnel and Labor Relations in the letter requesting arbitration. The arbitrator(s) shall not have jurisdiction to make an award which has the effect of amending, altering,

enlarging, or ignoring the provision 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 have amended or supplemented the Agreement, unless this is agreed to as part of the issue to be arbitrated. The arbitrator shall have no authority to consider or rule upon any matter which is stated in this Agreement not to be subject to arbitration, which is not a grievance as defined in Article 12, above, or which is within the Board's or Management's discretion or control, or which is not specifically covered by this Agreement.

The arbitrator may not issue declaratory or advisory opinions and shall confine himself exclusively to the question which is presented to him, which question must be actual and existing.

ARTICLE 14 **DISCIPLINARY PROCEDURE**

Section 1

The Union recognizes the necessity for the administrative and supervisory staff to exercise full disciplinary authority, consistent with their duties and responsibilities to direct employees to perform the required work duties, in order to achieve department program goals and satisfactory services.

Section 2

All disciplinary actions shall be applied for just cause and shall be consistent with the nature of the infraction for which the disciplinary action is being applied.

Normally, disciplinary action shall include: (a) a verbal warning; (b) a written warning; (c) suspension without pay; and (d) discharge and shall ordinarily follow this order. Whatever disciplinary action management deems appropriate, the parties recognize that the merits of a given situation play an important role in determining what action is appropriate and as such, it is not the intent of the parties that all discipline will follow the order or steps cited above. It is the intent of the parties that whatever the action, such action shall be consistent with the principles of just cause.

Section 3

Disciplinary action shall be meted out by management within a reasonable period of time after management becomes aware of the infraction.

Section 4

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

Section 5

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

Section 6

All verbal warnings and written warnings shall be removed from an employee's record after a period of two years if there has been no reoccurrence of the infraction and the employee has a good work record. All other disciplinary records i.e., suspension, loss of bidding rights, reduction in grade, shall be removed from an employee's work record after five (5) years if there has been no reoccurrence of the infraction and the employee has a good work record.

Section 7

Any employee discharged during his/her probationary period shall not have the right to appeal said discharge to arbitration under the terms of Article 13 of this Contract.

ARTICLE 15
NO STRIKE CLAUSE

During the term of this Agreement, the Union members, covered hereby, shall not engage in any strike, work stoppage, slowdown, or refusal to work, or mass resignation. Participation in such activity may result in discipline or discharge to the person or persons involved.

ARTICLE 16
WAGES

Section 1

- a) Effective upon ratification, the salary schedule currently in effect shall be increased by 3% as reflected in Appendix A.
- b) Effective July 1, 2013 the salary schedule then currently in effect shall be increased by 2%, as reflected in Appendix A.
- c) Effective July 1, 2014 the salary schedule then currently in effect shall be increased by 2.5%, as reflected in Appendix A.

Section 2

The salary schedule for the 2012/2013 (effective upon ratification by the Board of Aldermen), 2013/2014, and 2014/2015 school years shall be as indicated in Appendix A attached hereto and effective on the dates specified in Section 1.

Section 3

The hourly extra duty rates shall be \$14 per hour for the 2012-2013 school year:

Effective July 1, 2013 the extra duty rate shall be increased to \$14.50 per hour.

Extra duty hours are defined as all hours included in before school programs, after school programs and summer school programs, excluding head start. Hours associated with regular school activities, including those at “turnaround” schools, are specifically excluded from this definition. Extra duty assignments will be filled by volunteers first within the school that such assignment is generated. In the event that there are not enough volunteers within the school the assignment is generated than the Board may seek volunteers from outside the school for such assignments. In the event that the Board is unable to obtain volunteers through this process then it may assign employees to the assignment through inverse seniority.

Section 4

Paraprofessionals may supervise classroom for short periods when teacher must be absent for PPT meeting, parent conference or emergency dependent upon program restriction; such assignment must be made by the principal or his/her designee. Supervision is defined as monitoring the classroom.

ARTICLE 17 **MEDICAL AND INSURANCE COVERAGE**

Section 1

No earlier than April 1, 2013, the Board shall cover all employees scheduled to work twenty (20) hours per week or more and their eligible dependents under one of four medical care programs known as the Lumenos High Deductible Plan, the Comp Mix Plan, Bluecare POE, and Century Preferred PPO. Prescription coverage for the Comp Mix, POE, and PPO plans shall be as stated on the medical benefits matrix attached as Appendix B. Employees may choose between the medical plans at the time of enrollment and at the time of the annual open enrollment. The plan summaries are outlined in Appendix B to this Agreement. The Department of Human Resources maintains all governing plan documents and applicable riders.

Each year, at a schedule established by the City, the City may hold a required re-enrollment for all bargaining unit members and their eligible dependents. At this time all members will be required to re-enroll in their choice of the City’s offered medical benefit plans pursuant to the regulations prescribed by the Department of Human Resources. Any individual not participating in this re-enrollment will not be eligible for continuation of medical benefits. During the course of this Agreement, the City may require continuing proof of spouse and/or dependent eligibility. New employees shall not be eligible for medical benefits until such time as they provide documentation acceptable to the Department of Human Resources. Subsequent to re-enrollment or enrollment, any changes in dependent or spouse status must be communicated to the

Department of Human Resources immediately upon such change taking place. Claims or copay amounts improperly paid shall be promptly reimbursed to the City by the employee.

Members enrolled in the Lumenos plan may earn up to 50% of their required deductible by participating in wellness activities set forth in Appendix C. Such Schedule may be revised from time to time by the City; in no event shall such revision decrease the total earnable amount. The earned amount shall be credited to a Health Incentive Account (HIA). In no event shall the HIA amount credited in a single year exceed 50% of the required deductible (i.e., \$1000 per single; \$2000 per family); nor shall the total HIA balance exceed 100% of the required deductible (i.e., \$2000 per single; \$4000 per family) in any given year.

(B) Current employees shall be enrolled in the term life insurance policy of \$25,000.

(C) Effective upon the ratification and legislative approval of this agreement, there shall be an open enrollment period, after which, and no earlier than April 1, 2013, employees must contribute a percentage of the cost of his/her health and dental premiums based on the Fully Insured Equivalent rates in effect at the time. These contributions shall be made through weekly payroll deductions as follows:

Year	Lumenos	Comp Mix	Blue Care POE	Century Preferred PPO
No earlier than April 1, 2013	6%	13%	17%	19%
July 1, 2013 to June 30, 2014	7%	14.25%	18.25%	20.25%
July 1, 2014 to June 30, 2015	9%	14.25%	18.25%	20.25%

After the ratification and legislative approval of this Agreement the City will hold a required enrollment for all bargaining unit members and their eligible dependents. At this time all members will be required to enroll in their choice of the City’s offered medical benefit plans pursuant to the regulations prescribed by the Department of Human Resources. Any individual not participating in this enrollment will not be eligible for continuation of medical benefits upon implementation of the new plans.

Employees who elect the dental benefits mentioned in Section 2 of this Article shall be responsible for paying ten percent (10%) of the cost, based on the Fully Insured Equivalent rate, of the single, couple, or family plan selected.

Section 2

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

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

Section 3 – Retiree Coverage

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 for active employees.

- a) Employees who retire on Social Security may continue health insurance (excluding term life insurance) coverage at their own expense at the Fully Insured Equivalent group rate paid by the Board, so long as the employee makes the necessary payment in a timely fashion.

Section 4

The Board may change insurance carriers; however, the benefits enjoyed under the current plans will not be diminished. The Union will be notified prior to any change and if the Union wishes, the 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 5

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

Section 6

All new employees shall serve a probationary period of one hundred twenty (120) working days. Such employees shall be considered at-will employees for the probationary period. New employees shall be eligible for health benefits after ninety (90) working days. However, they shall not be eligible for personal days or sick days until satisfactorily completing their probationary period. The accrual of sick leave and vacation time shall be determined by the employee's original date of hire.

ARTICLE 18 **LONGEVITY**

Section 1

All eligible bargaining unit employees with over five (5) years of service upon ratification of this Agreement by the Board of Aldermen shall receive longevity pay as outlined below. This Article 18 shall not apply to any bargaining unit employees who have not reached five years of service upon ratification of this Agreement by the Board of Aldermen, or who are hired after such date.

- a) Eligible employees with five (5) or more years of continuous service shall receive three hundred twenty-five dollars (\$325) in January of each year.
- b) Eligible employees with ten (10) or more years of continuous service shall receive five hundred dollars (\$500) in January of each year.
- c) Eligible employees with fifteen (15) or more years of continuous service shall receive five hundred twenty-five dollars (\$525) in January of each year.
- d) Eligible employees with twenty (20) or more years of continuous service shall receive five hundred seventy-five dollars (\$575) in January of each year.

Section 2

An employee who retires, either for reasons of age and/or disability, shall be entitled to a pro-rata longevity payment for that portion of the calendar year he/she had worked prior to such retirement. An employee who is terminated for any other reason is not entitled to longevity for the calendar year in which such termination occurs.

ARTICLE 19 **EDUCATIONAL INCENTIVE**

- a) Effective September 1, 1980 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 1981. This Article will not pertain to those employees who had an Associate's Degree when they were hired.
- b) Paraprofessionals earning college credits after July 1, 1989 shall receive a lump sum in January of each year commencing January 1990 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) Paraprofessionals earning a Bachelor's Degree shall receive one thousand dollars (\$1,000)

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

ARTICLE 20
PRIOR PRACTICE

Attached hereto as Appendix D is a list of all Memoranda of Understanding and similar agreements by which the Parties are bound. All other such agreements or understandings not listed are hereafter terminated and considered null and void.

ARTICLE 21
RESIDENCY

There shall be no residency requirement.

ARTICLE 22
SUPERVISOR PERFORMING BARGAINING UNIT WORK

No Supervisor shall perform the work normally performed by Members of this bargaining unit.

ARTICLE 23
MISCELLANEOUS

Section 1

Any employee within the Union required to serve on jury duty shall be given a leave of absence with pay for jury service time less the amount received for serving as a juror.

Section 2

If at any time during the life of this agreement a system for direct deposit of paychecks is implemented by the Board of Education, all employees of the bargaining unit shall have the opportunity to participate on a voluntary basis. Notwithstanding the foregoing, employees hired after the ratification of this Agreement by the Board of Aldermen shall be required to enroll in direct deposit of their paychecks.

ARTICLE 24
DEFINED CONTRIBUTION PLAN

Commencing July 1, 1992, the Board annually will contribute 2% of employee's base compensation into a defined contribution plan.

All employees will make a two percent contribution into the defined contribution plan effective July 1, 1996.

ARTICLE 25 **COVERAGE**

The provisions of this Agreement shall be binding upon the Union and the Employer and their successors and assigns.

ARTICLE 26 **SUBSTANCE ABUSE POLICY**

Section 1: Purposes

The purposes of this policy are as follows:

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

Section 2: Definitions

A. Alcohol or Alcoholic Beverages – means the intoxicating agent in beverage alcohol, ethyl alcohol or other low molecular weight alcohol, including methyl and isopropyl alcohol

B. Drug – means any substance (other than alcohol) capable of altering the mood, perception, pain level or judgment of the individual consuming it.

C. Prescribed Drug – means any substance prescribed for the individual consuming it by a licensed medical practitioner.

D. Illegal Drug – means any drug or controlled substance, the sale possession or consumption of which is illegal.

E. Ranking Supervisor – means any supervisory employee who is the employee's immediate supervisor in the chain of command, or the Department Head or his/her designee.

F. Employee Assistance Program – means Employee Assistance Program provided by the City of New Haven or any agency/entity with whom the City has contracted to provide said program.

G. Union President – means President of Local 884, Council 4, AFSCME, AFL-CIO or his designee.

H. Refusal to Submit to Drug Testing – The refusal by an employee to submit to a drug or alcohol screening test required under this Article 27 will result in the employee’s immediate suspension without pay and subsequent disciplinary action, which may include dismissal from the City.

Section 3: Testing Based Upon Reasonable Suspicion

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

B. Voluntary Disclosure and Employee Assistance:

1. An employee who has completed his or her initial probationary period with the City and has engaged in substance abuse and voluntarily discloses this issue to his/her Department Head and requests treatment and rehabilitative assistance shall be given assistance under the City’s Employee Assistance Program. Access of this type shall be limited to two occasions, provided that he or she has not previously failed to comply with the requirements of the program during a prior enrollment. An employee referred to the program shall not be disciplined for the substance abuse disclosed. However, failure to comply with the terms of this program shall subject the employee to discipline.

2. Any employee who returns to employment following completion of a program under the Employee Assistance Program shall be subject to follow-up testing as determined by the EAP provider.

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

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

E. Preliminary Determination of Reasonable Suspicion of Substance Abuse:

1. An order to undergo a test pursuant to this agreement shall be based on preliminary and final determinations of reasonable suspicion of substance abuse by designated supervisors. A supervisor shall base his or her preliminary determination on facts regarding the conduct, behavior, demeanor and statements of the employee observed by that supervisor or reliably and speedily reported to him or her. This preliminary determination shall be followed by a final determination by a second supervisor who must confirm the preliminary determination in order for testing to be ordered.

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

F. Order to Undergo Test:

1. When a designated supervisor makes a determination based on reasonable suspicion and that determination is confirmed by a second supervisor, the employee shall be informed of this preliminary determination and shall be immediately relieved of duty. The employee shall be entitled to Weingarten representation rights by a bargaining unit representative.

2. Following the determination, the employee shall be directed to immediately report to the designated testing facility. It is expected that the test will be administered within two (2) hours following the determination.

3. The employee shall be entitled to Weingarten representation during the sample production process.

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

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

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

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

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

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

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

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

- Split analysis testing.

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

Section 4: Random Testing

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

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

Section 5: Post-Accident Testing

As soon as practicable following an accident, each surviving employee will be tested for alcohol and controlled substances when (1) the accident involved a fatality or serious injury or (2) the employee received a citation for a moving traffic violation. An accident is defined as an incident involving a motor vehicle or industrial safety in which there is a fatality, an injury treated away from the scene or a vehicle required to be towed from the scene.

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

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

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

Section 6: Return to Duty Testing

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

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

On a first offense for a positive drug test, if the SAP determines that the employee requires assistance in handling a drug problem, the employee must properly follow the prescribed rehabilitation program. If the rehabilitation program requires time off, said time off will be granted with or without pay for up to sixteen weeks without a loss of seniority or benefit eligibility. During the period of rehabilitation the employee may elect to use any accrued

vacation or sick time. Any paid time off (vacation or sick time) used in accordance with this provision shall be subtracted from the sixteen-week entitlement referred to herein.

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

Section 7: Alcoholic Beverages

A. No alcoholic beverages will be brought onto City premises, or consumed while on City premises. The Department will invoke appropriate disciplinary action for any violations.

B. Drinking or being under the influence of alcoholic beverages while on duty is cause for discipline.

Section 8: Prescription Drugs

A. No prescription drug shall be brought upon City premises by any employee other than the employee (or members of the employee's immediate family) for whom the drug is prescribed by a licensed medical practitioner, and shall be used only in the manner, combination and quantity prescribed.

B. Where the employee has been informed that the use of a prescribed drug may pose a risk to the employee or others, the employee shall so advise his/her Department Head or Deputy Department Head.

Section 9: Illegal Drugs

A. The use or possession of an illegal drug or controlled substance by an employee on duty is cause for suspension or termination, and/or referral for criminal prosecution.

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

Section 10: Procedures

The procedures of the City of New Haven in regard to an employee using, possessing or being 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 and/or 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 herein may be ordered by the Department Head or, in his absence, the ranking supervisor. A positive test shall result in the following discipline:

1. The first offense shall result in an immediate two (2) day suspension without pay.
2. Second offense shall result in an immediate five (5) day suspension.
3. Third offense shall result in immediate termination.

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

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 will address eleven (11) drug/drug types: Amphetamines, Barbiturates, Benzodiazepines, Cocaine Metabolite, Opiates, Oxycodone, Phencyclidine (PCP), Marijuana (THC) Metabolite, Methadone, Methaqualone, and Propoxyphene. The positive levels for the eleven (11) classes of drug tests are in the table below:

Initial Test Analyte	Initial Test Cutoff Concentration	Copnfirmatory Test Analyte	Confirmatory Test Cutoff Concentration
Amphetamines	300 ng/mL		500 ng/mL
Barbiturates	300 ng/mL		300 ng/mL
Benzodiazepines	300 ng/mL		300 ng/mL
Cocaine Metabolites	300 ng/mL	Benzoylcegonine	150 ng/mL
Opiate Metabolites	2000 ng/mL		2000 ng/mL
Oxycodone	100 ng/mL		100 ng/mL
Phencyclidine	25 ng/mL	Phencyclidine	25 ng/mL
Marijuana Metabolites	50 ng/mL	THCA	15ng/mL
Methadone	300 ng/mL		300 ng/mL
Methaqualone	300 ng/mL		300 ng/mL
Propoxyphene	300 ng/mL		300 ng/mL

*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 eleven (11) drug/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, the employee may request the Medical Review Officer to send the second (or split) specimen to a different certified lab for testing. If the result of the test of the split specimen is "negative", the MRO shall cancel the test. If

an employee wants the split specimen tested, he or she must advise the MRO within seventy two (72) hours of being notified of the positive test result of the primary specimen.

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

What are the testing procedures for alcohol?

Alcohol testing is done by testing breath, using a device called an Evidential Breath Testing Device (EBT). The EBT is a scientific instrument that determines the concentration of alcohol in the bloodstream by analyzing a specific amount of exhaled breath. The test result is a number representing the blood alcohol concentration (BAC), which is expressed in grams of alcohol per 210 liters of breath. The EBT prints out numbered copies of the test results. A BAC of 0.04 or greater indicates alcohol impairment. A BAC between 0.02 and 0.04 indicates likely alcohol impairment. A BAC less than 0.02 indicates no alcohol impairment.

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

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

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

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

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

ARTICLE 27
DURATION AND CONTRACT RENEWAL

Section 1

The duration of this Contract shall extend from July 1, 2010 through June 30, 2015 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 written agreement signed by both parties hereto.

Section 3

The terms of this Agreement shall take effect upon the signing of this Agreement or the effective date as specified.

Section 4

Negotiations for a new Contract shall commence on or about January 1, 2015.

IN WITNESS WHEREOF, the parties have caused their names to be signed on this _____ day of _____, 2013.

Board of Education

Local 3429, Council 4, AFSCME, AFL-CIO

By: _____
Dr. Carlos A. Torre
President

By: _____
Claudine Wilkins-Chambers
President

By: _____
Dyann Monroe

By: _____
Rachael Edwards

By: _____
Michael Oaks

By: _____
Hilda Holness

By: _____
Kip Lockhart
Staff Representative

Appendix A
Paraprofessional Salary Schedule
Group I (10 Month)

Project Concern	Learning Laboratory
Assistant Teacher	Pre-School Hearing Impaired
Psychological Assistant	Monitorial
Social Services Assistant	Pre-School Handicapped
Teacher/Instructional	Community Work Assistant
Library	Pre-School Work Assistant
Pre-Kindergarten	Home Visitor
Physically Handicapped	Parent Advisor
Busing Assistant Handicapped - (1/2 time)	Parent School Liaison
Assistant	

	CURREN T	FY 10-11	FY 11-12	FY 12-13	FY 13- 14	FY 14- 15
		0%	0%	3.0%	2.0%	2.5%
STEP						
1	17,451	17,451	17,451	17,975	18,335	18,793
2	18,063	18,063	18,063	18,605	18,977	19,451
3	18,679	18,679	18,679	19,239	19,624	20,115
4	19,290	19,290	19,290	19,869	20,266	20,773
5	19,900	19,900	19,900	20,497	20,907	21,430
6	20,516	20,516	20,516	21,131	21,554	22,093
7	21,133	21,133	21,133	21,767	22,202	22,757
8	21,746	21,746	21,746	22,398	22,846	23,417
9	22,540	22,540	22,540	23,216	23,680	24,272
10	23,284	23,284	23,284	23,983	24,463	25,075
11	23,750	23,750	23,750	24,463	24,952	25,576

Group II (10 Month)

Community Relations

School Safety & Control Worker

Special Assistant to Project Concern

	CURREN T	FY 10- 11 0%	FY 11- 12 0%	FY 12- 13 3.0%	FY 13- 14 2.0%	FY 14- 15 2.5%
STEP						
1	20,059	20,059	20,059	20,661	21,074	21,601
2	20,825	20,825	20,825	21,450	21,879	22,426
3	21,592	21,592	21,592	22,240	22,685	23,252
4	22,360	22,360	22,360	23,031	23,492	24,079
5	23,125	23,125	23,125	23,819	24,295	24,902
6	24,045	24,045	24,045	24,766	25,261	25,893
7	24,659	24,659	24,659	25,399	25,907	26,555
8	25,274	25,274	25,274	26,032	26,553	27,217
9	26,065	26,065	26,065	26,847	27,384	28,069
10	26,808	26,808	26,808	27,612	28,164	28,868
11	27,241	27,241	27,241	28,058	28,619	29,334

Group III (10 Month)

Reach Associates
Curriculum Assistant
Parent Coordinator
Unit Assistant
Attendance Worker

	CURREN T	FY 10-11 0%	FY 11-12 0%	FY 12-13 3.0%	FY 13- 14 2.0%	FY 14- 15 2.5%
STEP						
1	21,048	21,048	21,048	21,679	22,113	22,666
2	22,052	22,052	22,052	22,714	23,168	23,747
3	22,667	22,667	22,667	23,347	23,814	24,409
4	22,778	22,778	22,778	23,461	23,930	24,528
5	23,889	23,889	23,889	24,606	25,098	25,725
6	24,505	24,505	24,505	25,240	25,745	26,389
7	25,119	25,119	25,119	25,873	26,390	27,050
8	25,731	25,731	25,731	26,503	27,033	27,709
9	26,525	26,525	26,525	27,321	27,867	28,564
10	27,264	27,264	27,264	28,082	28,644	29,360
11	27,688	27,688	27,688	28,519	29,089	29,816

Group IV (10 Month)

Outreach Worker
Resource Service

	CURREN T	FY 10- 11 0%	FY 11- 12 0%	FY 12- 13 3.0%	FY 13- 14 2.0%	FY 14- 15 2.5%
STEP						
1	20,442	20,442	20,442	21,055	21,476	22,013
2	20,794	20,794	20,794	21,418	21,846	22,392
3	21,760	21,760	21,760	22,413	22,861	23,433
4	22,722	22,722	22,722	23,404	23,872	24,469
5	23,691	23,691	23,691	24,402	24,890	25,512
6	24,657	24,657	24,657	25,397	25,905	26,553
7	25,628	25,628	25,628	26,397	26,925	27,598
8	26,589	26,589	26,589	27,387	27,935	28,633
9	27,380	27,380	27,380	28,201	28,765	29,484
10	28,131	28,131	28,131	28,975	29,555	30,294
11	28,548	28,548	28,548	29,404	29,992	30,742

Group V (10 Month)

Family Advocate

Group VI (10 Month)

Parent Liaison Worker

	CURREN T	FY 10- 11 0%	FY 11- 12 0%	FY 12- 13 3.0%	FY 13- 14 2.0%	FY 14- 15 2.5%
STEP						
2	24,614	24,614	24,614	25,352	25,859	26,505
3	26,336	26,336	26,336	27,126	27,669	28,361
4	27,131	27,131	27,131	27,945	28,504	29,217
5	27,874	27,874	27,874	28,710	29,284	30,016
6	28,294	28,294	28,294	29,143	29,726	30,469

Group VII (10 Month)

Headstart Teacher

HEADSTART TEACHER	CURREN T	FY 10-11 0%	FY 11-12 0%	FY 12-13 3.0%	FY 13- 14 2.0%	FY 14- 15 2.5%
STEP						
2	28,143	28,143	28,143	28,987	29,567	30,306
3	29,552	29,552	29,552	30,439	31,048	31,824
4	31,028	31,028	31,028	31,959	32,598	33,413
5	32,582	32,582	32,582	33,559	34,230	35,086
6	34,176	34,176	34,176	35,201	35,905	36,803
7	35,562	35,562	35,562	36,629	37,362	38,296

APPENDIX B –CENTURY PREFERRED COMP MIX AND BLUECARE POE PLANS

Benefit	Century Preferred Comp Mix 2012	Bluecare POE-2012
Cost Shares	In Network Deductible-\$1000/2000 Coinsurance-20% up to 3000/6000 Out of pocket maximum Following Services Deductible Waived- \$20 Medical Office Visit/\$0 Preventative Care \$100 Emergency Room/\$75 High Cost Diagnostic \$75 Urgent Care/Walk In Center \$20 Lifetime Max In-Ntwrk Unlimited/Out-Ntwrk1,000,000	In Network Services Only Subject to Copays Copay-\$15 PCP Office Visit/\$25 Specialist OV \$100 Emergency Room/Ambulatory Services \$100 \$200 Outpatient Surgery, \$250 Hospital Admission Lifetime Maximum In Network-Unlimited
Out of Network Benefit	OON Network Deductible-\$2000/4000 Coinsurance-40% Out of Pocket Maximum-\$6000/\$12,000 Lifetime Max In-Ntwrk Unlimited/Out-Ntwrk-Unlimited	No Out of Network Benefits Members Must Use the Bluecare Provider Network to Receive Payment on Services Lifetime Maximum for In network Services is Unlimited
Out of State Benefit	Uses the National Network and Bluecard PPO	Out of State Benefits are Covered Only in an Emergency or Urgent Situation
In State Network	Uses the Cent Preferred Network for In-Network Benefits for any other providers would be an Out of Network Benefit	Members Must Use the Bluecare Provider Network to Receive Payment on Services
PREVENTIVE CARE		
Pediatric Age based schedule	No Copay 7 exams Birth to One 7 exams 1-5 years 5 -22 years-Preventative exams allowed once a year	No Copay 7 exams Birth to One 7 exams 1-5 years 5 -22 years-Preventative exams allowed once a year
Adult Age Based Schedule	No Copay 22 and over-Preventative exams allowed once a year	No Copay 22 and over-Preventative exams allowed once a year

Immunizations	As part of Preventative Exam	As part of Preventative Exam
Gynological/Obstetrics	\$0 Copay for annual exam \$20 Copay Maternity-First Visit Only	\$0 Copay for annual exam \$25 Copay Maternity-First Visit Only
Mammography	Age 35-39 Base Line Screening 40 and over once a year (Add'l Exams Available if Recommended by Doctor)	Age 35-39 Base Line Screening 40 and over once a year (Add'l Exams Available if Recommended by Doctor)
Hearing	\$0 Copay (once a every 2 years)	No Copay (once every 2 calendar years)
Vision	\$0 Copay (once a every 2 years)	No Copay (once every 2 calendar years)
MEDICAL SERVICES		
Medical office visits	\$20 Copay Unlimited Visits	\$15 Copay PCP \$25 Specialist
Physical or Occupational Therapy	\$20 Copay 30 Combined Visits for pt, ot st 20 visit for chiro-Prior auth required on pt/ot	\$25 Copay 30 Combined Visits for pt, ot st 20 visit for chiro-prior auth is required on pt/ot
Speech Therapy	\$20 Copay 30 Combined Visits for pt, ot st 20 visit for chiro-Prior auth required on pt/ot	\$25 Copay 30 Combined Visits for pt, ot st 20 visit for chiro-prior auth is required on pt/ot
Chiropractic Services	\$20 Copay 30 Combined Visits for pt, ot st 20 visit for chiro-Prior auth required on pt/ot	\$25 Copay 30 Combined Visits for pt, ot st 20 visit for chiro-prior auth is required on pt/ot
Allergy Services	\$20 Copay for office visit Injections-20% after deductible 80 visits in 3 years	\$25 Copay 80 visits in 3 years
Diagnostic, Lab & X-ray	20% after deductible High Cost Diagnostic (MRI, MRA, CAT, CTA, PET, Spect) requires prior auth and a \$75 copay per service up to a \$375 calendar year maximum	Covered High Cost Diagnostic (MRI, MRA, CAT, CTA, PET, Spect) requires prior auth and a \$75 copay per service up to a \$375 calendar year maximum

Outpatient Mental Health & Substance Abuse (Biologically Based)	\$20 Copay Unlimited Visits Prior auth required	\$25 Copay Unlimited Visits Prior auth required
Outpatient Mental Health & Substance Abuse (Non Biologically Based)	\$20 Copay Unlimited Visits	\$25 Copay Unlimited Visits Prior auth required
EMERGENCY CARE		
Emergency Room	\$100 Copay (waived if admitted)	\$100 Copay (waived if admitted)
Urgent Care	\$75 Copay Not Covered Out of Network	\$50 Copay
Walk-In Centers	\$20 Copay	\$15 Copay
Ambulance	20% after deductible in or out of network	Unlimited for Land and Air
INPATIENT HOSPITAL-		
Inpatient-General/Medical/Surgical/Maternity (Semi-Private)	All Hospital Admission Require Pre-Cert 20% after deductible up to the out of pocket maximum	All Hospital Admissions Require Pre-Cert \$250 Per Admission Copay
Ancillary Services-Medications and Supplies	20% after deductible up to the out of pocket maximum	Covered
Mental Health (Biologically Based)	20% after deductible up to the out of pocket maximum	\$250 Per Admission Copay Unlimited Days
Mental Health (Non-Biologically Based)	20% after deductible up to the out of pocket maximum Unlimited Days	\$250 Copay Per Admission Copay Unlimited Days
Substance Abuse	20% after deductible up to the out of pocket maximum Unlimited Days	\$250 Per Admission Copay Unlimited Days

Rehabilitative Services	20% after deductible up to the out of pocket maximum 60 Days Per Calendar Year	\$250 Per Admission Copay 60 Days Per Calendar Year
Skilled Nursing Facility	20% after deductible up to the out of pocket maximum 120 Days Per calendar Year	\$250 Per Admission Copay 120 Days Per calendar Year
Outpatient Surgery (Facility Charges)	Prior Authorization Required 20% after deductible up to the out of pocket maximum	Prior Authorization Required \$200 Copay Ambulatory surgery (in a hospital setting) \$100
Pre-Admission Testing	Covered	Covered
Diagnostic Lab & X-Ray	20% after deductible up to the out of pocket maximum High Cost Diagnostic (MRI, MRA, CAT, CTA, PET, Spect) requires prior auth and a \$75 copay per service up to a \$375 calendar year maximum	Covered High Cost Diagnostic (MRI, MRA, CAT, CTA, PET, Spect) requires prior auth and a \$75 copay per service up to a \$375 calendar year maximum
OTHER SERVICES		
Durable Medical Equipment (Including Prosthetics)	20% after deductible	Covered at 100%
Home Health Care	20%, Deductible waived up to the out of pocket maximum	Covered 200 Visits
Hospice	20% after deductible up to the out of pocket maximum	Covered up to Last 6 Months of Life
Acupuncture	Not Covered	Not Covered
Orthotics	Not Covered	Not Covered
TMJ	Not Covered	

Gastric Bypass	Not Covered	Not Covered
Infertility	20% after deductible up to the out of pocket maximum State Mandate Level-Prior Auth required Some Restrictions May Apply	\$25 Office Visit Copay State Mandate Level-Prior Auth required Some Restrictions May Apply
Drug Rider	\$10/\$25/\$40 Mail order \$10/\$50/\$80 30/90 day supply Mandatory Generic and Mail order	\$10/\$25/\$40 Mail order \$10/\$50/\$80 30/90 day supply Mandatory Generic and Mail order

*The Student age for all three plans is 26/26.

*This does not constitute the actual health plan or insurance policy. It is only a general description of the plan.

APPENDIX B CONTINUED – LUMENOS AND CENTURY PREFERRED PLANS

Benefit	Lumenos (HDHP) 2012	Century Preferred-2012
Cost Shares	\$2,000 Ind /\$4,000 family shared in and out of network covered at 80% after deductible in network covered at 60% after deductible out of network \$5,000/\$10,000 cost share maximum in network \$10,000/\$20,000 cost share maximum out of network Lifetime Maximum - Unlimited	In Network services subject to copays Out-of- Network services subject to deductible and coinsurance Copay-\$15 PCP Office Visit/\$25 Specialist OV \$100 Emergency Room/Ambulatory Services \$100 \$200 Outpatient Surgery, \$250 Hospital Admission
Out of Network Benefit	OON Network Deductible shared with In network-\$2000/4000 Coinsurance-60%/40% Out of Pocket Maximum-\$10,000/\$20,000 Lifetime Max In-Ntwrk Unlimited/Out-Ntwrk-Unlimited	OON Network Deductible-\$2000/4000 Coinsurance-20% Out of Pocket Maximum-\$6000/\$12000 Lifetime Max In-Ntwrk Unlimited/Out-Ntwrk-Unlimited
Out of State Benefit	Uses the National Network and Bluecard PPO	Uses the National Network and Bluecard PPO
In State Network	Uses the Cent Preferred Network for In-Network Benefits for any other providers would be an Out of Network Benefit	Uses the Cent Preferred Network for In-Network Benefits for any other providers would be an Out of Network Benefit
PREVENTIVE CARE		
Pediatric Age based schedule	Deductible Waived-No Copay 7 exams Birth to One 7 exams 1-5 years 5 -22 years-Preventative exams allowed once a year	No Copay 7 exams Birth to One 7 exams 1-5 years 5 -22 years-Preventative exams allowed once a year
Adult Age Based Schedule	Deductible Waived-No Copay 22 and over-Preventative exams allowed once a year	No Copay 22 and over-Preventative exams allowed once a year

Immunizations	As part of Preventative Exam	As part of Preventative Exam
Gynological/Obstetrics	Deductible waived-\$0 Copay for annual exam 20% after deductible for maternity	\$0 Copay for annual exam \$25 Copay Maternity-First Visit Only
Mammography	Age 35-39 Base Line Screening 40 and over once a year (Add'l Exams Available if Recommended by Doctor)	Age 35-39 Base Line Screening 40 and over once a year (Add'l Exams Available if Recommended by Doctor)
Hearing	No Copay (once every 2 calendar years) Deductible Waived	No Copay (once every 2 calendar years)
Vision	No Copay (once every 2 calendar years) Deductible Waived	No Copay (once every 2 calendar years)
MEDICAL SERVICES		
Medical office visits	20% after deductible up to out of pocket maximum	\$15 Copay PCP \$25 Specialist
Physical or Occupational Therapy	20% after deductible up to a \$3000 per member per calendar year maximum	\$25 Copay 30 Combined Visits for pt, ot st 20 visit for chiro-prior auth is required on pt/ot
Speech Therapy	20% after deductible up to a \$3000 per member per calendar year maximum	\$25 Copay 30 Combined Visits for pt, ot st 20 visit for chiro-prior auth is required on pt/ot
Chiropractic Services	20% after deductible up to a \$3000 per member per calendar year maximum	\$25 Copay 30 Combined Visits for pt, ot st 20 visit for chiro
Allergy Services	20% after deductible up to out of pocket maximum unlimited	\$25 Copay 80 visits in 3 years
Diagnostic, Lab & X-ray	20% after deductible up to out of pocket maximum	Covered High Cost Diagnostic (MRI, MRA, CAT, CTA, PET, Spect) requires prior auth and a \$75 copay per service up to a \$375 calendar year maximum

Outpatient Mental Health & Substance Abuse (Biologically Based)	20% after deductible up to out of pocket maximum Unlimited Visits Prior auth required	\$25 Copay Unlimited Visits Prior auth required
Outpatient Mental Health & Substance Abuse (Non Biologically Based)	20% after deductible up to out of pocket maximum Unlimited Visits	\$25 Copay Unlimited Visits Prior auth required
EMERGENCY CARE		
Emergency Room	20% after deductible up to out of pocket maximum	\$100 Copay (waived if admitted)
Urgent Care	20% after deductible up to out of pocket maximum	\$75 Copay Not Covered Out of Network
Walk-In Centers	20% after deductible up to out of pocket maximum	\$15 Copay
Ambulance	20% after deductible up to out of pocket maximum	Unlimited for Land and Air
INPATIENT HOSPITAL-		
Inpatient-General/Medical/Surgical/Maternity (Semi-Private)	All Hospital Admissions Require Precert	All Hospital Admissions Require Pre-Cert \$250 Per Admission Copay
Ancillary Services-Medications and Supplies	20% after deductible up to out of pocket maximum	Covered
Mental Health (Biologically Based)	20% after deductible up to out of pocket maximum Unlimited Days	\$250 Copay Per Admission Copay Unlimited Days
Mental Health (Non-Biologically Based)	20% after deductible up to out of pocket maximum Unlimited Days	\$250 Copay Per Admission Copay Unlimited Days
Substance Abuse	20% after deductible up to out of pocket maximum Unlimited Days	\$250 Per Admission Copay Unlimited Days

Rehabilitative Services	20% after deductible up to out of pocket maximum 100 Days Per Calendar Year	\$250 Per Admission Copay 60 Days Per Calendar Year
Skilled Nursing Facility	20% after deductible up to out of pocket maximum 100 Days Per Calendar Year	\$250 Per Admission Copay 120 Days Per calendar Year
Outpatient Surgery (Facility Charges)	Prior Authorization Required 20% after deductible up to out of pocket maximum	Prior Authorization Required \$200 Copay Ambulatory surgery (in a hospital setting) \$100
Pre-Admission Testing	20% after deductible up to out of pocket maximum	Covered
Diagnostic Lab & X-Ray	Prior Authorization Required 20% after deductible up to out of pocket maximum	\$15 Copay High Cost Diagnostic (MRI, MRA, CAT, CTA, PET, Spect) requires prior auth and a \$75 copay per service up to a \$375 calendar year maximum
OTHER SERVICES		
Durable Medical Equipment (Including Prosthetics)	20% after deductible up to out of pocket maximum	Covered at 100%
Home Health Care	20% after deductible up to out of pocket maximum 100 Days Per Calendar Year	Covered 200 Visits OON-\$50 Deductible & 20% Coinsurance
Hospice	20% after deductible up to out of pocket maximum Covered up to Last 6 Months of Life	Covered up to Last 6 Months of Life
Acupuncture	Not Covered	Not Covered
Orthotics	Not Covered	Not Covered
TMJ	Not Covered	Not Covered

Gastric Bypass	Not Covered	Not Covered
Infertility	20% after deductible up to out of pocket maximum State Mandate Level-Prior Auth required Some Restrictions May Apply	\$25 Office Visit Copay State Mandate Level-Prior Auth required Some Restrictions May Apply
Drug Rider	After deductible-\$10/\$25/\$40 Mail order \$10/\$50/\$80 30/90 day supply	\$10/\$25/\$40 Mail order \$10/\$50/\$80 30/90 day supply Mandatory Generic and Mail order

*The Student age for all three plans is 26/26.

*This does not constitute the actual health plan or insurance policy. It is only a general description of the plan.

APPENDIX C
Health Incentive Account HDHP – Local 3429

1. Maximum permissible incentive earned per plan year	\$1,000 Single \$2,000 Family
2. Maximum in HIA in any plan year:	\$2,000 Single \$4,000 Family

Preventive Exams / Screenings \$ 150

Annual Flu Shot \$ 50

Dental exams (2) \$ 100

Vision Exam \$ 50

Health Risk Assessment \$ 200

Condition Care

Asthma 75 engagement / 75 completion \$ 150

Diabetes 75 engagement / 75 completion \$ 150

COPD 75 engagement / 75 completion \$ 150

CAD 75 engagement / 75 completion \$ 150

Heart Failure 75 engagement / 75 completion \$ 150

Future Moms Program 50 engagement / 50 interim / 50 completion \$ 150

Biometric Screening (onsite) \$ 150

Tobacco Free Certification \$ 50

Nutrition Tracker \$5 per week \$ 250

Fitness Tracker \$5 per week \$ 250

Special Campaigns

Signing Bonus First year in the plan \$ 200
\$ 100

Weight Watchers at Work or other location

Potential of "All" Categories	\$ 1,550
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Total Potential Earned	\$ 2,450
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