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**AGREEMENT**

**BETWEEN**

**THE NEW HAVEN BOARD OF EDUCATION**

**and**

**BOARD OF EDUCATION EMPLOYEES**

**LOCAL 287 OF COUNCIL 4**

**AFSCME, AFL-CIO**

**July 1, 2009 – June 30, 2015**

**AGREED UPON LANGUAGE**

**9/22/11**

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New Haven Board of Education  
Floyd J. Dugas, Esq.

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Local 287  
Thomas Fascio  
Staff Representative  
AFSCME, Council 4

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PREAMBLE

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

ARTICLE 1 Recognition

Section 1

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

Section 2

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

ARTICLE 2 Union Security & CheckOff

Section 1

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

Section 2

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

probationary period as specified in Article 2, Section 3, as a condition of employment.

### Section 3

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

### Section 4

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

### Section 5

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

### Section 6

[10] 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 1 and Section 2 above, accompanied by a properly authorized written request from the Union for the discharge of such an employee, the Board shall discharge said employee, within five working days following receipt of said notice and request, unless during such period said employee shall make payment to the Union of initiation fee or reinstatement fee and/or regular dues or agency fee whichever is applicable.

### Section 7

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

### Section 8

[12] The Union agrees to indemnify and to save the Board of Education harmless from any and all claims or demands, including reasonable attorneys' fees, which may be made against the

Board of Education arising out of an action taken against the Board under any of the Sections of this Article and assumes full responsibility for the disposition of the funds so deducted once they have been turned over to the authorized Union Official.

### ARTICLE 3 Seniority

#### Section 1

[13] Seniority rights of employees shall conform to the Rules and Regulations of the Civil Service Commission. Factors affecting seniority not contained in the City Charter and the Civil Service Rules and Regulations may be subject to negotiation between the Board and the Union, but no agreement reached shall be in conflict with the Charter and the Civil Service Rules.

#### Section 2

[14] The Board, once annually in January, shall provide the Union with an up-to-date seniority list of all members in the bargaining unit.

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

#### Section 3

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

#### Section 4

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

#### Section 5

[18] (a) Whenever the Employer determines it is necessary to reduce the number of bargaining unit employees, the reduction shall be made in the inverse order of bargaining unit seniority.

[19] (b) The right to be recalled shall continue for a period not in excess of two (2) years from the date of layoff. The seniority of any employee recalled within said two year period shall be the most recent period of continuous service

in the bargaining unit immediately prior to the layoff, including the time spent on layoff status.

[20] (c) In the event that an employee is laid off, he/she shall receive payment for any unused vacation that he/she may have for that year plus payment for that portion of the contract year that he/she worked prior to the layoff pro-rated based upon months worked and vacation entitlement.

[21] (d) Any employee on layoff shall not be entitled to benefits unless specifically provided for herein.

## Section 6 –

[22]

### **[Issue 2a]**

## ARTICLE 4 – New Appointments

### Section 1

[23] Applications and examinations for positions shall be processed in the manner described in the Civil Service Rules and Regulations, and appointments shall be made from Civil Service Eligible Lists in accordance with said Rules and Regulations.

### Section 2

[24] When a new employee is hired by the Board, the President and Treasurer of the Union shall be notified in writing by the Director of Personal and Labor Relations.

## ARTICLE 5 – Awarding of Positions

### Section 1

[25] Employees shall remain in an assignment until a vacancy occurs in another. Vacancies will be posted and awarded to the most senior qualified employee. The position vacated by the most senior qualified employee will also be posted and filled as was the first vacancy. Any additional vacancies will be filled with a new hire.

[26]

### **[Issue 6]**

### Section 2

[27] A person who is awarded a higher position, in accordance with the provisions of this Agreement, shall receive the full hourly rate set forth in this Agreement. All such appointments to higher positions shall be for a probationary 90 working day period, during which time the appointee's progress shall be reviewed and evaluated by the supervisory staff, including contractors and/or consultants hired by the Board in its discretion or the Director of Personnel

and Labor Relations. During this probationary period, if the appointee's performance on the job does not meet the standards for the position as set forth in the job description, the supervisory staff, including contractors and/or consultants hired by the Board in its discretion shall recommend to the superintendent of schools that the appointee be rejected from the position and returned to a position similar to that he/she held prior to the position that he/she was rejected from.

Written notification of the employee's status shall be provided to the Union at the conclusion of the probationary period.

### Section 3

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

### **Section 4** [Issue 11]

## ARTICLE 6 Medical Examinations

### Section 1

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

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

## ARTICLE 7 Vacations

### Section 1

[31] The purpose of vacations is to permit a period of rest and recreation for each employee.

## Section 2

[32] (a) All fulltime employees regularly scheduled to work 12 months during each fiscal year shall receive ten working days paid vacation after having worked and completed one full year of continuous service for the Board and/or City of New Haven.

[33] (b) All fulltime employees regularly scheduled to work 12 months during each fiscal year and who have worked and completed six years or more of continuous service shall receive 15 working days paid vacation.

[34] (c) All fulltime employees regularly scheduled to work 12 months during each fiscal year and who have worked and completed 15 years or more of continuous service shall receive 20 working days paid vacation. **[Issue 13]**

[35] (d) **[Issue 14]**

## Section 3

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

## Section 4

[37] No more than ten (10) percent of schoolbased employees may be on vacation at any one time. Employees shall notify the Director of Personnel and Labor Relations or his/her designated representative, in writing, of their preferred vacation weeks for the next calendar year during December of each year. Whenever a conflict exists concerning vacation periods, seniority shall prevail and employees denied their first choice(s) shall be given lists of available weeks to choose from until all vacations are scheduled.

[38] In a one to three person building, only one employee may be on vacation at any given time.

## Section 5

[39] Annual vacation allowance may not be accumulated from one year to another (i.e., it must be taken within the year that it is earned).

[40] Under special conditions, vacations may be accumulated upon the recommendation of the Director of Personnel and Labor Relations, and contingent upon the approval of the Superintendent of Schools. However, such accumulation shall never exceed 20 working days.



## Section 6

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

## Section 7

[42] Employees shall be able to utilize up to five (5) vacation days in single, non-consecutive increments at the sole discretion of management. Requests for said single vacation days shall be made no less than 5 working days in advance.

## ARTICLE 8 – Holidays

### Section 1

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

### Section 2

[44] (a) If an employee is absent from duty on the day before or the day following a holiday, he/she shall not be paid for these days unless his/her absence is covered under the sick leave plan.

[45] (b) Any employee who becomes seriously ill and who has a sick leave accrual of at least 120 days at the time the illness commences, shall not lose holiday pay under the following circumstances: If the employee exhausts his sick leave balance due to said illness and remains continuously ill and unable to return to work up until the day of the holiday.

### Section 3

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

## ARTICLE 9 Disciplinary Procedure

### Section 1

[47] The Union recognizes the necessity for the Administrative and Supervisory staff and its designees to exercise full disciplinary authority consistent with their oath of office and their responsibilities to direct employees to perform the required work duties in order to achieve department program goals and satisfactory municipal services to the general Public.

### Section 2

[48] All disciplinary actions shall be applied in a fair manner and shall be consistent with the nature of the infraction for which the disciplinary action is being applied.

### Section 3

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

### Section 4

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

### Section 5(a)

[51] Employees shall only be disciplined for just cause.

### Section 5(b)

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

### Section 6(a)

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

additional discipline within that two years and the employee has a good work record.

#### Section 6(b)

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

#### Section 7

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

### ARTICLE 10 Grievance Procedure

#### Section 1

[56] The term "grievance" as used in this Agreement shall mean any asserted violation of the specified terms or provisions of this Agreement. It is understood by the parties that the intent of having a grievance procedure is to allow the Board to function in an orderly fashion, and as such it is expected that all orders shall be followed by all employees. Should a dispute arise, the employee is expected to carry out assignments without delay and file his/her grievance in accordance with the procedure outlined in this Article. The Employer and the Union desire that all employees in the unit be treated fairly and equitably. It is intended that this grievance procedure will provide a means of resolving grievances at the lowest level possible and nothing in this Article should be interpreted as discouraging an employee and/or his/her representative from discussing any dissatisfaction in an informal manner with his/her immediate supervisor, higher level supervision, or the Director of Staff Placement, Evaluation, and Development or his/her authorized designee. Such discussions will not interfere with the right of any employee to process grievances through the grievance procedure.

#### Section 2

- [57] a. Step 1 An employee with a grievance should, with his/her representative if he/she wishes, first discuss the matter with his/her immediate supervisor. In this discussion, the persons involved shall make an earnest effort to resolve the matter. The supervisor shall make whatever additional investigation is necessary and shall give his/her answer as soon as practicable, but within ten working days of the meeting. It is agreed that grievances should be settled at this step.
- [58] b. Step 2 If the employee is not satisfied with the answer at Step 1, he/she shall then reduce his/her grievance to writing within five working days of the supervisor's answer, on a form mutually agreed to by the parties. Such grievance must contain the following information:

- [59] 1. A statement presenting, in a concise manner, the details of the grievance.
- [60] 2. A statement outlining the relief sought; and
- [61] 3. Specific reference to the clause or clauses of the agreement which the grievant feels have been violated.
- [62] 4. Specific reference to the clause or clauses of the agreement which the grievant feels have been violated.

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

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

### Section 3

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

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

### Section 4

[66] At step 3(c) of this procedure, the employer and the Union shall be permitted to call a

reasonable number of relevant witnesses, normally not more than two from each party.

#### Section 5

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

#### Section 6

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

#### Section 7

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

#### Section 8

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

#### Section 9

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

#### Section 10

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

### ARTICLE 11 Arbitration

#### Section 1

[73] In order to be considered, a request by the Union for arbitration must be received by the Board or its representatives within thirty (30) working days from the date of decision at Step 3

(c) of the Grievance Procedure. Grievances not appealed within this time shall be considered to have been withdrawn.

## Section 2

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

## Section 3

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

## Section 4

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

## Section 5

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

## Section 6

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

## Section 7

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

## ARTICLE 12 NonDiscrimination Clause

### Section 1

[80] 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 13 Rights of Employer

### Section 1

[81] The Employer maintains the exclusive right to direct the work force. This right shall include, but shall not be limited to, the right to: (a) direct employees; (b) hire, promote, transfer and assign; (c) suspend, demote, discharge, or take other disciplinary actions; (d) relieve employees from duty due to lack of work or for other legitimate reasons, except as may otherwise be provided herein; (e) take any action necessary in order to maintain the efficiency of the school system; (f) determine the methods, means, manner, and personnel by which services shall be rendered; (g) to take any actions necessary in situations of emergency; and (h) to carry out the responsibility of the Board to the students and citizens of New Haven. In exercising the management rights referred to above, the Board shall be bound by the obligations imposed by law, as well as the responsibilities set forth in this Agreement. The Board of Education may exercise any or all of the foregoing rights and/or any other rights or authorities it is empowered by law to exercise or which are set forth in this Agreement either directly, or acting through its Superintendent or its managerial or supervisory employees or others, including outside contractors, to whom the Board has delegated such responsibility; provided, however, that only the Board, itself, may hire or discharge employees; and, provided further, that only the Board or its managerial or supervisory employees may exercise the other rights which are set forth in subsections (b) and (c) of this Section, above.

### Section 2

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

## ARTICLE 14 Authority & Responsibility of the Civil Service Commission and the Board of Finance

### Section 1

[83] No provision of this Agreement shall in any way contravene the authority and responsibility of the Civil Service Commission, City Boards and Commissions and the Board of Aldermen as

contained in the Charter and the Ordinances.

## Section 2

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

## ARTICLE 15 Union Activities

### Section 1

[85] Union activities shall be carried on in such a manner so as not to interfere with department activities and with the approval of the Director Personnel and Labor Relations. However, this provision is not intended to exclude normal union activities, such as handling grievances, negotiations with the Board or authorized time off for Union conventions and meetings.

### Section 2

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

### Section 3

[87] The Union shall notify the appropriate Department officials, the Controller's office, and the Director of Personnel and Labor Relations of the names of current Union Officers.

### Section 4

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

### Section 5

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



[90] 1. All employees who would normally be scheduled to work during the time when the Union meeting is held must personally sign an attendance sheet at such meetings. This attendance sheet shall be submitted by the Union to the Director of Personnel and Labor Relations on the Monday following said monthly meeting.

[91] 2. Employees normally scheduled to work during the hours when said Union meeting is held, and whose names do not appear on the aforementioned attendance sheet, should be subject to appropriate disciplinary action, if said employees leave their jobs during scheduled working hours.

[92] 3. The Union agrees with the Board that an adequate work force must remain in those building open during hours when Union meetings are held and agrees to provide proper coverage; provided, however, that such coverage shall not entail any overtime or minimum recall expenses to the Board; and, provided further, that no such building shall be left unattended for even a brief period of time without the prior authorization of the Director of Personnel and Labor Relations.

## ARTICLE 16 No Strike Provision

### Section 1

[93] The Union agrees that during the length of this Agreement, it will not participate in any slowdown or strikes.

### Section 2

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

### Section 3

[95] The Board agrees that there shall be no lockout of employees during the life of this Agreement.

### Section 4

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

## ARTICLE 17 Time Allowance for Death of Relative

### Section 1

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

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

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

## Section 2

[100] a. Bargaining unit employees may attend the funeral of relatives (by blood or marriage) who are not members of the employee's immediate family. One full day's pay will be granted if the absence occurs on one of the employee's regular scheduled work days.

[101] b. Bargaining unit employees on the middle (second) shift will be allowed to be absent from work on the day of the funeral or the day before the funeral, but not for both, for relatives (by blood or marriage) who are not members of the employee's immediate family. One full day's pay will be granted if the absence occurs on one of the employee's regularly scheduled work days.

[102] c. Any days taken off for this purpose, with the prior written authorization of the Director of Personnel and Labor Relations or their designee, which are in addition to the one day authorized leave shall be charged as leave without pay.

## Section 3

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

# ARTICLE 18 Medical & Insurance Coverage

## Section 1

[104] A. Effective as soon as possible, the City shall cover all employees scheduled to work twenty-one (21) hours per week or more and their eligible dependents under one of two medical care programs known as "LUMINOS" and "BC-2", employees may choose between the medical plans at the time of enrollment and at the time of the annual open enrollment. The Plan

summaries are outlined in Attachment B to this Agreement. The medical benefits office maintains all governing plan documents and applicable riders.

[105] The City, at its discretion, will hold an annual required re-enrollment for all bargaining unit members and their eligible dependents. At this time, all members will be required to re-enroll in the offered medical benefit plans pursuant to the regulations prescribed by the medical benefits office. Any individual not participating in this re-enrollment will not be eligible for continuation of medical benefits until such time as they re-enroll pursuant to this section.

**[106] B. Full time employees as described above shall be provided group term life insurance of twenty five thousand dollars (\$25,000.00) from the date of eligibility for benefits as described below to the date of termination of employment with the City.**

**[107] C. Full time employees as described above shall be provided dental and vision coverage through Riders A, B, C and D with the dependent rider for dependents ages 19-24.**

**[108] D. New employees shall not be eligible for the medical and life insurance benefits described in this Article until satisfactorily completing their probationary period. Thereafter, such benefits shall commence on the first business day of the next month following the successfully completed probationary period.**

## Section 2

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

## Section 3

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

## Section 4

**[111] The City shall provide the following medical insurance coverage for retirees:**

[112] (A) The City shall continue to provide and pay for the all medical insurance as described in Section 1 of this Article for: i) all employees and their spouses who, upon the signing of this agreement have 10 or more years of service; ii) all employees, but not their spouses or dependants, who upon the signing of this agreement have less than 10 years of service, and who meet the following criteria:

[113] (1) Twenty five (25) years service or meets the criteria to retire under the rule of 80.

[114] (2) Twenty (20) years of service and retire with a service-connected disability.

[115] (3) Fifteen (15) years of service and retire on a disability pension and meet the total and permanent requirements of Social Security.

Any employee hired after the signing of this agreement shall not be entitled to any type of retiree medical insurance.

[116] (B) Employees who retire on or after July 1, 2004, shall make a monetary contribution for a portion of the medical insurance premiums in an equal amount as called for with active employees.

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

**[118] (C) Spouses of employees who are still working but meet the above criteria and die while still an employee will be covered under this provision until such time as the employee would have reached age sixty-five (65).**

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

[120] (E) For retirees who satisfy the above criteria (and, if applicable, their spouses) and who reach the age of 65, the City shall pay for the coverage under Medicare Supplemental Plan C with unlimited pharmaceutical coverage until the retiree reaches age 65. If the retiree dies prior to age 65 then his/her spouse will continue to be covered by Medicare Supplemental Plan C with unlimited pharmaceutical coverage until such time as the retiree would have reached age 65. In addition, the City shall have the ability to pursue, with the cooperation of the retiree and/or covered individual, any and all age appropriate riders and other forms of collateral coverage, which may serve to offset costs to the City.

Section 5

**[121] Commencing on the signing of this contract employees must contribute a**

**percentage of the cost of his/her health and dental premiums based on the COBRA rates in effect at the time. These contributions shall be made through payroll deductions as follows:**

<b>YEAR</b>	<b>LUMINOS</b>	<b>BC-2</b>
7/01/09 – 6/30/10	N/A	10
7/01/10 – Signing of the Agreement	0	10
Upon Signing of the Agreement – 6/30/12	0	13
7/01/12 – 6/30/13	The difference in the cost of the FY 11-12 LUMINOS plan and the FY 12-13 LUMINOS plan capped at an 8% increase	14

### **Section 6**

[122] The City shall implement and maintain a Section 125 pretax 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 taxexempt status of the employee insurance premium contributions. Neither the Union nor any employee covered by this Agreement shall make any claim or demand nor maintain any action against the City or any of its members or agents for taxes, penalties, interest or other costs or loss arising from the use of the wage deduction form or from a change in law that may reduce or eliminate the employee tax benefits to be derived from this plan. Further, the parties agree that the health insurance benefits and the administration of those benefits shall continue to be governed by the collective bargaining agreement and the carrier's insurance plan.

### **Section 7 – Domestic Partner Benefits**

[123] In the event there is a change in Connecticut Law which has the effect of divesting health care benefits from employees in same sex marriages, the parties agree to meet and discuss a resolution of the issue.

### **Section 8**

[124] The parties agree to one re-opener of this Article of the contract for the purpose of negotiating medical and insurance provisions for FY 13-14 and FY 14-15. Negotiations shall begin on or around January 1, 2013 but no later than January 31, 2013.

## ARTICLE 19 Sick Leave, Worker's Compensation and Attendance

### Section 1 Definition

- [125] a. For purposes of administration of the sick leave plan, the term "permanent employee" shall mean any employee who is regularly scheduled to work at least five days per week for the full budget year. Employees who are regularly scheduled to work less than five days per week but at least 20 hours per week for the full budget year shall earn one-half working day of sick leave per month. Otherwise, all other provisions of this plan shall apply to these employees. (Employees scheduled to work less than 20 hours per week, parttime, seasonal, temporary and persons employed on an emergency basis are not eligible for sick leave.)
- [126] b. Sick leave shall be considered to be the absence from duty with pay of permanent employees for the following reasons:
- [127] 1. The employee's own illness or injury, except injuries arising out of and in the course of employment by an employer other than the Board.
- [128] 2. For medical or dental examination or treatment for which arrangements cannot be made outside of working hours; provided, however, that the employee submits to the Director of Staff Placement, Evaluation, and Development a certification from his physician or dentist that such examination or treatment cannot be scheduled outside of working hours.
- [129] 3. When exposure of the employee to contagious disease endangers the health of other employees in the opinion of the Occupational Health and Treatment Center of the Hospital of St. Raphael or such other medical program acceptable to both the Board and the Union.
- [130] c. The use of sick leave for purposes other than for the purposes set forth above will result in appropriate disciplinary action.

### Section 2 – Sick Leave Allowance

- [131] a. Sick leave shall be earned by each fulltime permanent employee at the rate of one and a quarter working days for each calendar month of service, the total of which shall not exceed 15 working days in any 12 months.

[132] b. Sick leave earned in any month of service shall be available at any time during any subsequent month.

[133] c. No sick leave with pay in excess of the leave accumulated to a permanent employee's credit may be granted unless authorized in advance by the Superintendent of Schools. Such authorization shall not exceed one year's sick leave allowance and shall be charged to said employee's sick leave to be accumulated within the next 12 month period immediately following the authorization of said advance sick leave at the rate of one and one quarter working days per month.

[134] d. Employees injured in the course of their official duties and in the performance of their work when such injury is compensatory under worker's compensation laws shall not be charged for sick leave while receiving worker's compensation. Under such circumstances, (i.e., while receiving worker's compensation) said employee shall be paid by the Board the amount by which the employee's regular weekly wage (based upon a 40 hour week) exceed the regular weekly worker's compensation payment, up to a maximum of thirteen (13) weeks provided, however, that the total weekly payment from all sources paid by the Board and the Worker's Compensation Commission shall not exceed employee's regular weekly wages. Employees hired after the signing of this agreement shall not be eligible for the benefits contained in Section 2(d).

[135] e. The benefit described in Section 2(d) above (viz. the partial wage payment by the Board without charging the employee for sick leave) shall be conditioned not only upon the employee's continued eligibility for worker's compensation, but also upon his inability to return to work as determined by a physical examination conducted by a physician appointed by the Supervisor of Worker's Compensation. Therefore, this benefit will cease once said physician determines that the employee is able to return to work.

[136] f. During the waiting period after an employee applies for worker's compensation and while eligibility is being determined, the Board shall pay the employee's regular weekly wages and charge this period of time to sick leave. If subsequently a determination is made that the employee is eligible for worker's compensation, the Board will be reimbursed by the employee from the proceeds of the worker's compensation and an adjustment will be made to the employee's sick leave so as to conform with the requirements set forth in Section 2(d) above.

[137] g. In addition to existing rights the Board has or may have to recover worker's compensation payments from responsible third parties, the Board shall have the right to recover any payment made by it to supplement said benefits pursuant to Section 2(d) hereof from such responsible party. If the employee recovers a judgment or otherwise

settles his claim against a responsible third party, the Board shall be reimbursed by the employee to the extent of the benefits paid by the Board.

### Section 3 Sick Leave Accumulation

[138] a. All unused sick leave of any employee during continuous employment may be accumulated up to a maximum of 180 days.

[139] b. (i) Perfect Attendance Bonus: Each employee who works six (6) months without utilizing a sick day shall receive a one hundred dollar (\$ 100.00) lump sum payment (less. normal payroll deductions). The six (6) month periods shall be calculated from December 1 through May 31 and from June 1 through November 30 of each year. Payment shall be made no later than the third paycheck in June and December, respectively, for the preceding six (6) months; (ii) Good Attendance Incentive: In addition to the Perfect Attendance Bonus, each permanent employee who earns five (5) full days of sick leave (or multiples of five full days) above the maximum accumulation and who retains those five days on the Board's records through the end of a calendar year shall have those days purchased by the Board at the rate of eight (8) hours'pay per each five (5) sick days. This amount shall be paid at the employee's regular pay rate, subject to normal payroll deductions, and shall be paid along with the fourth paycheck of the following calendar year. These paid hours shall not count as time worked for overtime purposes.

[140] c. Sick leave shall continue to accumulate during leaves of absence with pay and during the time an employee is on authorized sick leave or vacation time.

[141] d. No credit for sick leave shall be granted for time worked by an employee in excess of his/her normal work week.

[142] e. Sick leave shall not continue to accumulate during leave of absence without pay.

### Section 4 Medical Certificate Required

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

[144] a. For frequent or habitual absence from duty and when in the judgment of the appointing authority, or his/her designate, there is reasonable cause for requesting such certificate. When an employee is required to obtain a medical certificate, the department shall assume the cost of said doctor's appointment.

[145] b. For any absence of more than five consecutive working days.

[146] c. When it is reasonably presumed that a member of the immediate family is suffering



from a contagious disease which may endanger the health of other employees.

[147] d. In accordance with Article 6, Section 1, above.

#### Section 5

[148] a. Upon retirement, an employee shall be credited for the period of time corresponding to the amount of sick leave accumulated up to a maximum of 120 days provided that this provision in no way conflicts with any and all pension provisions. Payment for credited accumulated sick leave shall be made on a lump sum basis upon retirement. Employees who as of the date of issuance of the award in case number 2010-MBA-116 have accumulated in excess of 120 days shall not lose those days; the ability to accumulate shall not increase beyond the amount accumulated as of such date and shall decline as used until it reaches 120 days. Employee's who become eligible for sick leave accrual after the issuance of the award in case number 2010-MBA-116 shall not be entitled to the payout of any accrued sick leave upon retirement.

[149] b. Upon the death of an employee, the amount of sick leave time credited to the employee up to a maximum of 120 days shall be payable to his or her spouse or to the estate.

[150] c. Upon the layoff of an employee, the amount of sick leave time credited to the employee up to a maximum of 120 days shall be paid in lump sum within one month of the employee's termination date. Employees hired after the signing of this agreement shall not receive any payment provided by this subsection.

#### Section 6 – Attendance Policy

[151] Punctuality and attendance are important factors in individual job success as well as for successful operations. When employees are late or absent from work, an unfair burden is placed on the remaining employees and services to our customers.

It is understood that this policy is intended to correct chronic absenteeism and/or punctuality problems and not to punish employees who fall victim to extenuating circumstances.

Any employee who will be absent from work or who will be late in arriving for work shall notify his/her supervisor as soon as possible before the start of his/her shift. Except where there exist extenuating circumstances, a minimum of one (1) hour notice prior to the start of his/her shift shall be provided. Failure to provide said notice will result in an unexcused absence or tardy.

Employees are responsible for reporting their own absence or lateness to their immediate supervisor or in the event the immediate supervisor is not available, on the immediate supervisor's voice mail. Employees should not rely on, or request, others to notify supervisors of their absence or tardiness unless they are physically unable to do so for themselves.

The Employer may require medical certification substantiating sick leaves of three (3) or more consecutive workdays.

### Review of Attendance Records

Review of attendance and tardiness records will take into account the previous twelve (12) calendar months. Discipline issued for lateness shall be removed from an employee's file after twelve (12) months from the date of infraction.

Within the guidelines above, disciplinary action will begin after three (3) unexcused absences or six (6) days of tardiness. Days in which sick or vacation time is used or in which the absence is approved by management shall not be considered unexcused absences. Late arrivals that are approved by management shall not be considered days of tardiness.

All employees will be given a ten (10) minute grace period for the purpose of determining tardiness.

Arriving late after having called in tardy and establishing a new start time with your manager will count as two (2) days of tardiness.

Absences or lateness due to legitimate illness or injury or other extenuating circumstances will not be counted as unexcused absences or lateness. The Employer may require medical certification substantiating sick leaves of absence of three (3) or more consecutive workdays.

Absences of two (2) consecutive work days without notifying the Employer shall be considered as a voluntary quit except in cases where it is proven the employee was legitimately unable to notify.

Employees who need to be absent for compelling reasons other than illness or injury, bereavement leave, or jury duty may use personal leave according to the terms of the collective bargaining agreement. Such leave may be considered personal leave or vacation time and will not be considered an unexcused absence.

### Disciplinary Action

Prior to the start of progressive discipline, the employee shall be allowed three (3) unexcused absences and/or six (6) tardys. The employee shall also be counseled as to the repercussions of any future unexcused absences or tardinesses. Thereafter, discipline shall be as follows:

First Infraction	Oral Warning
Second Infraction	Written Warning

Third Infraction            Suspension  
Fourth Infraction        Termination

Tardiness and absence from work shall be considered different infractions for the purpose of determining progressive discipline.

Unexcused absences and tardiness are defined above.

All progressive discipline, as they pertain to absenteeism and tardiness, shall not be used as the basis for further disciplinary action after twelve (12) calendar months.

### Section 7 – Administration of Sick Days

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

[153]    (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.

[154]    (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:

[155] i.        A record of an employee’s available sick leave in a pertinent calendar year shall be submitted to the employee upon his/her request annually.

[156] ii.       A record of an employee’s available sick leave in the pertinent calendar year shall be indicated on the employee’s wage stub as established periodic intervals determined by the City, but not less than once annually.

## ARTICLE 20 Wages

[157] Effective July 1, 2009 the wage schedule shall be increased by 0%. Effective July 1, 2010 the wage schedule shall be increased by 0%. Effective July 1, 2011 the wage schedule shall be increased by **[Issue 77c]**. Effective July 1, 2012 the wage schedule shall be increased by 2%.

The parties agree to one re-opener of this Article of the contract for the purpose of negotiating wages for FY 13-14 and FY 14-15. Negotiations shall begin on or around January 1, 2013 but no later than January 31, 2013.

## ARTICLE 21 Hours of Work

### Section 1

[158] The three main shifts shall be as follows:

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

The Board, however, may change the start time of an employee's work day by up to two (2) hours, provided that the employee is given at least two calendar days notice of such change in schedule.

### Section 2

- [159] (A) Building Managers shall normally be assigned to the day shift.  
(B) Assistant Building Managers shall normally be assigned to the evening shift.  
(C) Floaters shall be assigned at the sole discretion of management to one of the shifts provided in Section 1 of this Article.  
(D) Drivers shall normally be assigned to the day shift.

### Section 3

[160] On or about July 15 and January 15 of each year, the employer shall furnish a listing of assignments of all custodial personnel throughout the school system to the Union. Information contained in this listing shall include the numbers of employees in each custodial position being utilized on each shift in each school in the school system.

It shall in no way imply a manning commitment.

## ARTICLE 22 Shift Differential

### Section 1

[161] **[Issue 87]**

### Section 2

[162] **[Issue 88]**

## ARTICLE 23 Longevity

### Section 1

[163] All eligible employees shall receive, in lump sum payment, on or about the last pay day in January, longevity payments in the following amounts based on a calculation of their continuous service for the immediately preceding calendar year ending December 31.

[164] (a) Employees with five or more years of service shall receive \$400.

[165] (b) Employees with ten or more years of service shall receive \$500.

[166] (c) Employees with 15 or more years of service shall receive \$525.

[167] (d) Employees with twenty or more years of service shall receive \$575.

#### Section 2

[168] An employee who retires, either for reasons of age and/or disability, shall be entitled to a prorata longevity payment for that portion of the calendar year he had worked prior to such retirement.

#### Section 3

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

#### Section 4

[170] In the event an employee dies or is laidoff, he/she shall be entitled to a prorata longevity payment for that portion of the calendar year he/she had worked prior to such death or layoff to the individual or beneficiary.

#### Section 5

[171] Employees hired on or after the issuance of the award in case number 2010-MBA-116, shall not be eligible for the benefits provided for in this Article.

### ARTICLE 24 CallIn For Emergencies

#### Section 1

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

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

## Section 2

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

[175] (a) If an employee is required to and reports for work two or more hours prior to his regularly scheduled starting time he will be paid a minimum guarantee of four hours pay at time and onehalf his regular hourly scheduled.

[176] (b) If an employee is required to and reports for work less than two hours prior to his/her regularly scheduled starting time, time and onehalf of his/her regular hourly rate will be paid for all hours worked up to his/her regularly starting time.

## ARTICLE 25 Overtime

### Section 1

[177] Time and onehalf the current hourly rate of pay shall be paid for:

[178] (a) All time worked in excess of eight hours in any one work day.

[179] (b) All time worked in excess of 40 hours (for which overtime had not previously been earned) in any one work week.

### Section 2

[180] Overtime will be distributed as equitably practicable within the school where the overtime is required.

### Section 3

[181] Once management has determined that overtime is necessary, Building Managers within each school shall be responsible for the assignment of overtime. If the Union feels any such employee is not distributing overtime in accordance with the principles set forth in this Article, the Union may notify supervision. Should supervision concur that overtime is not being properly handled in such a case, the Building Manager may be relieved by supervision of the responsibility for the assignment of overtime in their particular school.

### Section 4

[182] The Board shall only be required to backfill Building Manager absences on the day shift

on an overtime basis when school is in session and only when the number of Building Manager absences exceeds the number of Floaters who are available to cover the vacancies on a straight time basis.

There shall be no obligation to backfill Assistant Building Manager, Floater, or Driver vacancies.

The Board may subcontract, snow removal, landscaping and other special projects; notwithstanding the foregoing, the Board, however, may elect to offer overtime opportunities to bargaining unit members for work in other classifications or during different work hours.

#### Section 5

[183] **[Issue 101A]**  
**[Issue 101B]**

[184] **[Issue 102]**

[185] **[Issue 103]**

#### Section 6

[186] In the assignment of overtime an employee who is excessively, habitually and/or chronically absent may, at the discretion of management, be bypassed in overtime assignment, until such time as a medical certificate is given to management justifying the absence or absences, or until such time as the employee's record is satisfactory.

#### Section 7

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

#### Section 8

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

#### Section 9

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

#### Section 10

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

## ARTICLE 26 Supervisors Performing Bargaining Unit Work

### Section 1

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

## ARTICLE 27 Night Activities

### Section 1

[190] In all schools which have two shifts, all Board-sponsored night activities shall be covered by the Assistant Building Managers as part of their job.

## ARTICLE 28 School Building Removed from Board of Education Jurisdiction

### Section 1

[191] No school custodian shall remain assigned to any school building after it has been removed from the jurisdiction of the Department of Education. Instead, cleaning staff levels will be adjusted based on the principle of having one Building Manager and one Assistant Building Manager in each building owned by the Board and operated as a BOE school. For example, if the Board, in its sole discretion, elects to open an additional school, the Board shall be required to staff said additional school with a Building Manager and an Assistant Building Manager. Similarly, in the event the Board ceases to utilize a building as a school, the Board shall be required to reduce the size of the bargaining unit by at least one Building Manager and one Assistant Building Manager.

## ARTICLE 29 Lunch Period

### Section 1



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

### Section 2

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

### Section 3

[194] Employees shall submit their lunch schedule to the Buildings and Grounds Office. Employees who find that they are unable to take their lunch period at the time specified in the schedule shall notify a District Custodial Supervisor or his/her designee, who in turn shall be responsible for notifying the Buildings and Grounds Office of any change and the reason thereof.

### Section 4

[195] Two fifteen (15) minute "Breaks" shall be allowed during an employee's regular shift. These breaks will commence no earlier than two (2) hours from the start of the shift and no later than two (2) hours from the end of the shift. Employees shall not leave their assigned school buildings during their break period.

## ARTICLE 30 Special Provisions

### Section 1

[196] Effective upon issuance of the award in case number 2010-MBA-116, notwithstanding Article 1, Section 1, or any prior certification issued by the State Board of Labor Relations, the bargaining unit shall be comprised only of the following classifications: Building Managers, Assistant Building Managers, Floaters and Drivers. The job descriptions for said positions are attached hereto as Appendix C. The existing classifications shall thereafter cease. Subject to the staffing levels set forth in Section 2 below, the remaining cleaning staff shall consist of non-bargaining unit employees assigned at the BOE's discretion. In addition, all other non-cleaning duties shall be outsourced, e.g. plowing, grounds, AV, mechanics.

Absences in the Building Manager position on the day shift will only be back-filled on an overtime basis with bargaining unit members only when school is in session and the number of absences exceeds the number of available floaters. Evening and/or night shift absences may be filled with non-bargaining unit employees. On weekends, at least one bargaining unit employee shall be assigned to each building when buildings are being utilized for activities; thereafter, the Board may utilize non-bargaining unit personnel to supplement the bargaining unit employee.

Employees will have one opportunity to select a work assignment, based solely on seniority and

qualifications, with a 90 day probationary period, following issuance of the award in case number 2010-MBA-116. Employees will remain in that assignment until a vacancy occurs in another position. Vacancies will be posted and awarded to the most senior qualified employee. The position vacated by the most senior qualified employee will also be posted and filled as was the first vacancy. Any additional vacancies will be filled with a new hire.

**Section 2**      **[Issue 121A]**  
                         **[Issue 121B]**

**Section 3**      **[Issue 122]**

## ARTICLE 31 Pensions

### Section 1

[197] Incorporated herein is a restatement of Article I and III of the City Employees Retirement Fund (Special Act 379) and the Custodians and Engineers Retirement Fund (Special Act 518), as well as any incorporated negotiated amendments pertaining to Local 287.

[198] Effective September 28, 2004, the Pension Plan shall be modified so that employees will receive credit for service for retirement purposes for any period of time in which they are on leave due to an onthejob injury and for which they receive Worker's Compensation benefits, so long as the employees pay their contribution for the period of time during which they were out injured (subject to the cap in the Pension Plan for total allowable credited service).

### Section 2

[199] Effective upon the issuance of the award in case number 2010-MBA-116, one and one half percent (1.5%) shall be added to the employees monthly contribution towards pension.

[200] Effective July 1, 2012, an additional one and one-half percent (1.5%) shall be added to the employees monthly contribution towards pension.

### Section 3

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

Section 4 – Future Cost of Living Adjustments

[202] (A) Annually on each July 1, the monthly payments on those service annuities, disability annuities and survivors' benefits on which at least eighteen (18) monthly payments have been made will be increased, or decreased, for changes in the costofliving as indicated by the Federal Consumer Price Index, Urban Wage Earners and Clerical Workers, All Cities, Revised (1967100). For this purpose the Retirement Board will determine and adjustment percentage for each July 1, by relating such index for the full calendar year prior to such July 1 to that for the next preceding full calendar year, but such adjustment percentage shall be limited to a maximum of one hundred two percent (102%) and to a minimum of ninety eight percent (98%); further, no adjustment will be made where increase or decrease for the year is less than onequarter (1/4) of one percent. However, the monthly benefit originally provided for a retired member or for a survivor shall never be reduced because of the accumulative effect of all cost-offiving adjustments. There shall be a ten percent (10%) cap on the lifetime monthly increase provided by this section.

The diminuation of the multiplier and lifetime cap on COLA benefits as provided by this section shall not be applied to any employee who has completed twenty (20) years of service upon the signing of this agreement.

[203] (B) Upon retirement, a member may elect to forego the benefits provided by this section in exchange for a buyout of all future cost of living adjustments (COLAS) at a rate of 40% of the actuarial value of the benefit.

Section 5 - Retirement And Disability Benefits

[204] Upon the issuance of the award in case number 2010-MBA-116, the following changes shall apply to the current pension benefits. Unless specifically amended by the terms cited below, all other pension provisions shall remain in effect for all employees.

<b>Years of Service</b>	<b>Change to Plan Design</b>
20 or more years	1. Employee contribution increased to 9% in two 1.5% increments as discussed; and 2. Voluntary buyout of future COLA's at 40% of actuarial value;
10 but less than 20 years	1. Employee contribution increased to 9% in two 1.5% increments as discussed; and 2. COLA reduced to 2% annual maximum increase in addition to a lifetime increase capped at 10% and 3. Voluntary buyout of future COLA's at 40% of actuarial value.

Less than 10 years	<ol style="list-style-type: none"> <li>1. Employee contribution increased to 9% in two 1.5% increments as discussed; and</li> <li>2. COLA reduced to 2% annual maximum increase a lifetime increase capped at 10% and</li> <li>3. Voluntary buyout of future COLA's at 40% of actuarial value; and</li> <li>4. Early retirement penalty increased to 6% per year; and</li> <li>5. Eligibility for retirement changed to age 65 with 10 years of service or Rule of 85 with a minimum age of 55; and</li> <li>6. Annuity based on employee's 3 year average budgeted salary.</li> <li>7. Retiree Healthcare limited to employee only (no dependent coverage).</li> </ol>
New Hires	<ol style="list-style-type: none"> <li>1. Employee contribution = 9%; and</li> <li>2. COLA annual maximum increase at 1.5% with a lifetime increase capped at 10% and</li> <li>3. Voluntary buyout of future COLA's at 40% of actuarial value; and</li> <li>4. Early retirement penalty increased to 6% per year; and</li> <li>5. Eligibility for retirement changed to age 65 with 10 years of service or Rule of 85 with a minimum age of 62; and</li> <li>6. Annuity based on employee's 5 year average budgeted salary; and</li> <li>7. Retiree healthcare eliminated.</li> </ol>

Immediately following issuance of the award in case number 2010-MBA-116, employee shall be given a one time opportunity to buyback up to three (3) years of pension credit utilizing accrued sick leave with 30 days of accrued sick leave equaling one year of credit so as to enable an employee to move from one tier to the next, e.g. the "less than 10 year" category to the "10 but less than 20 year" category, provided it shall not be used to obtain vesting of the employee if otherwise not vested, i.e. they would still need to attain 10 years of actual service to vest.

## ARTICLE 32 General Provisions

### Section 1

[206] This Agreement contains the full and complete agreement between the Board and the Union on all negotiable issues and neither party shall be required

during the terms hereof to negotiate upon any issue governed by this Agreement or any issue which has been a matter within the scope of bargaining which brought about the current Agreement.

[207] Nothing in this Article shall operate as a waiver of any midterm bargaining rights provided to the parties under the Municipal Employees Relations Act.

## Section 2

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

## Section 3

[209] **[Issue 133a]**  
**[Issue 133b]**

### ARTICLE 33 Personal Leave

[210] Each employee shall be entitled to three (3) days per contract year to be known as personal leave with pay not charged to sick leave. An employee intending to utilize personal leave shall notify his/her Supervisor at least twenty-four hours prior to taking such leave unless such notification is impossible due to circumstances beyond the employee's control. Personal days must be utilized within the contract year or they will be lost. Employees shall not be entitled to compensation for unused personal days.

### ARTICLE 34 Past Practice

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

## ARTICLE 35 Residency

[213] There shall be no residency requirement.

## ARTICLE 36 Savings Clause

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

## ARTICLE 37 – Substance Abuse Policy

### Section 1: Purposes

[215] The purposes of this policy are as follows:

[216] A. To establish and maintain a safe, healthy working environment for all employees and to protect the public;

[216] B. To insure the reputation of the City of New Haven employees as good, responsible citizens worthy of public trust;

[217] 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;

[218] D. To reduce the incidents of accidental injury to person or property;

[219] E. To reduce absenteeism, tardiness and indifferent job performance; and

[220] 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

[221] 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

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

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

- [224] D. Illegal Drug – means any drug or controlled substance, the sale possession or consumption of which is illegal.
- [225] 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.
- [226] 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.
- [227] G. Union President – means President of Local 287, Council 4, AFSCME, AFL-CIO or his/her designee.
- [228] H. Refusal to Submit to Reasonable Suspicion Drug Testing – The refusal by an employee to submit to a drug or alcohol screening test based on reasonable suspicion will result in the employee’s immediate suspension without pay and subsequent disciplinary action, which may include dismissal from the City.

Section 3: Testing Based Upon Reasonable Suspicion

[229] 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.

[230] B. Voluntary Disclosure and Employee Assistance:

[231] 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.

[232] 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.

[233] 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.

[234] 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.

[235] E. Preliminary Determination of Reasonable Suspicion of Substance Abuse:

**[236] 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.**

**[237] 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.**

[238] F. Order to Undergo Test:

**[239] 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.**

**[240] 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.**

**[241] 3. The employee shall be entitled to Weingarten representation during the sample production process.**

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



in this section.

[243] 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.

[244] 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.

[245] 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.

[246] 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.

**[247] The employee shall be responsible to pay for the following tests:**

- Split analysis testing.

[248] 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

[249] 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.

[250] 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

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

[252] 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.

[253] 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.

[254] 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

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

[256] 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.

[257] 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.

[258] 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

[259] A. No alcoholic beverages will be brought onto City premises, or consumed while on City premises, except in the performance of official duties. The Department will invoke appropriate disciplinary action for any violations.

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

#### Section 8: Prescription Drugs

[261] 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.

[262] 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

[263] 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.

[264] 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

[265] The procedures of the City of New Haven in regard to an employee using, possessing or under the influence of alcohol, drugs or chemicals while on duty are as follows:

[266] 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.

[267] 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.

[268] STEP 2: The Supervisor shall immediately notify the Department Head, or in his absence, the ranking supervisor. Any employee being interviewed/tested may consult with and be accompanied by a representative of the Union. The Union representative may confer with and advise the employee before and after the testing process, but shall not participate in the process in any way except as an observer. The interview/testing process will not be unreasonably delayed simply because a Union representative is unable to be present.

[269] 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.

[270] STEP 4: If the interviewers document cause, then the employee will be given the following option(s):

[271] a) The employee may resign or retire, if eligible, without penalty or prejudice.

[272] b) The employee can claim that he/she is not under the influence of alcohol or illegal drugs.

[273] 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).

[272] STEP 5: If the employee chooses paragraph (b) in Step 4, the test procedures set forth in Appendix A may be ordered by the Department Head or, in his absence, the ranking supervisor. A positive test shall result in the following discipline:

[273] 1. The first offense shall result in an immediate two (2) day suspension without pay.

[274] 2. Second or subsequent offenses shall be progressive in nature.

[275] A. 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

[276] What are the testing procedures for drugs?

[277] 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.

[278] 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.

[279] 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.

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

Drug	Initial Test Levels (ng/ml)*	Confirmation Test Levels (ng/ml)*
Marijuana	50	15
Cocaine	300	150
Opiates	2000	2000
Phencyclidine (PCP)	25	25
Amphetamines	1000	500

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

[281] 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.

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

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

[284] 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.

[285] What are the testing procedures for alcohol?

[286] 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.

[287] 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.

[288] 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.

[289] 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.

[290] 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.

[291] 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 38 Duration & Contract Renewal

### Section 1

[292] The duration of this contract shall extend from July 1, 2009 through June 30, 2015, and until a subsequent contract is negotiated and becomes effective.

### Section 2

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

### Section 3

[294] Negotiations for a new contract shall commence on or about January 1, 2015.

NEW HAVEN BOARD OF EDUCATION		LOCAL 287, COUNCIL 4, AFSCME
/s/		/s/
Dr. Carlos Torre, Chairman		Robert Montuori, President
/s/		/s/
William F. Clark, Chief Operating Officer		Anne Peckham Staff Representative, AFSCME, Council 4

[295]

**APPENDIX A – WAGES – 2009-10**

<b>JOB TITLE</b>	<b>NEW HOURLY RATE</b>	<b>MUNIS STEP</b>
<b>GROUNDSPERSON/ WORKING FOREMAN</b>	25.9485	1
<b>AUTO MECHANIC/ CUSTODIAN</b>	24.1947	2
<b>GROUNDS PERSON/ CUSTODIAN</b>	24.1947	2
<b>GRAFFITI REMOVER/ CUSTODIAN</b>	23.7899	3



<b>HEAD CUSTODIAN</b>	23.6840	4
<b>AUDIO VISUAL TECHNICIAN/ CUSTODIAN</b>	22.4477	5
<b>WORKING FOREMAN/ TRUCK DRIVER/ UTILITIES</b>	22.4477	5
<b>CHIEF ENGINEER</b>	22.4477	5
<b>CUSTODIAN ENGINEER</b>	22.4477	5
<b>HEAD CUSTODIAN I</b>	22.0422	6
<b>CHIEF STORES CLERK</b>	22.0422	6
<b>CUSTODIAN/ ASST. STORES CLERK/ TRUCK DRIVER</b>	21.3420	7
<b>CREW LEADER DAYS</b>	21.2427	9
<b>CREW LEADER NIGHTS</b>	21.1030	10
<b>ASST. CUSTODIAN/ MATRON</b>		
START-	14.4437	14
1ST YEAR-	18.4961	15
2ND YEAR-	18.7264	16
3RD YEAR-	18.9575	17
<b>MAIL PERSON</b>		
START	18.9402	18
1ST YEAR -	19.1866	19
2ND YEAR -	19.4319	20
3RD YEAR -	20.2110	21

<b>TRUCK DRIVER/ UTILITY</b>		
<b>MAINTENANCE</b>		
START-	19.5170	22
1ST YEAR-	19.7632	23
2ND YEAR-	20.0095	24
3RD YEAR-	20.2549	25
<b>MATRON GYM</b>		
START-	14.7096	26
1ST YEAR-	18.7422	27
2ND YEAR-	18.9725	28
3RD YEAR-	19.2028	29
<b>ASST. ENGINEER</b>		
<b>CUSTODIAN</b>	20.8067	N/A
<b>CUSTODIAN/ TRUCK</b>		
<b>DRIVER</b>	20.6745	N/A
<b>ASST. CUSTODIAN/ CONTE</b>	19.7630	23
<b>GYM ATTENDANT/ CUSTODIAN</b>	19.4195	13
<b>UTILITY CUSTODIAN</b>	19.4195	13
<b>ASST. CUSTODIAN/ POOL</b>	19.4195	13

[296]

**APPENDIX A – WAGES – 2010-11**

<b>JOB TITLE</b>	<b>NEW HOURLY RATE</b>	<b>MUNIS STEP</b>
<b>GROUNDSPERSON/ WORKING FOREMAN</b>	25.9485	1

<b>AUTO</b>		
<b>MECHANIC/ CUSTODIAN</b>	24.1947	2
<b>GROUNDS PERSON/ CUSTODIAN</b>	24.1947	2
<b>GRAFFITI REMOVER/ CUSTODIAN</b>	23.7899	3
<b>HEAD CUSTODIAN</b>	23.6840	4
<b>AUDIO VISUAL TECHNICIAN/ CUSTODIAN</b>	22.4477	5
<b>WORKING FOREMAN/ TRUCK DRIVER/ UTILITIES</b>	22.4477	5
<b>CHIEF ENGINEER</b>	22.4477	5
<b>CUSTODIAN ENGINEER</b>	22.4477	5
<b>HEAD CUSTODIAN I</b>	22.0422	6
<b>CHIEF STORES CLERK</b>	22.0422	6
<b>CUSTODIAN/ ASST. STORES CLERK/ TRUCK DRIVER</b>	21.3420	7
<b>CREW LEADER DAYS</b>	21.2427	9
<b>CREW LEADER NIGHTS</b>	21.1030	10
<b>ASST. CUSTODIAN/ MATRON</b>		
<b>START-</b>	14.4437	14
<b>1ST YEAR-</b>	18.4961	15

2ND YEAR-	18.7264	16
3RD YEAR-	18.9575	17
<b>MAIL PERSON</b>		
START	18.9402	18
1ST YEAR -	19.1866	19
2ND YEAR -	19.4319	20
3RD YEAR -	20.2110	21
<b>TRUCK DRIVER/ UTILITY MAINTENANCE</b>		
START-	19.5170	22
1ST YEAR-	19.7632	23
2ND YEAR-	20.0095	24
3RD YEAR-	20.2549	25
<b>MATRON GYM</b>		
START-	14.7096	26
1ST YEAR-	18.7422	27
2ND YEAR-	18.9725	28
3RD YEAR-	19.2028	29
<b>ASST. ENGINEER CUSTODIAN</b>	20.8067	N/A
<b>CUSTODIAN/ TRUCK DRIVER</b>	20.6745	N/A
<b>ASST. CUSTODIAN/ CONTE GYM ATTENDANT/ CUSTODIAN</b>	19.7630	23
<b>UTILITY CUSTODIAN</b>	19.4195	13
<b>ASST. CUSTODIAN/ POOL</b>	19.4195	13

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**APPENDIX A – WAGES – 2011-12**

<b>JOB TITLE</b>	<b>SALARY</b>
<b>BUILDING MANAGER</b>	
<b>ASST. BUILDING MANAGER</b>	
<b>FLOATER</b>	
<b>DRIVER</b>	

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**APPENDIX A – WAGES – 2012-13**

<b>JOB TITLE</b>	<b>SALARY</b>
<b>BUILDING MANAGER</b>	
<b>ASST. BUILDING MANAGER</b>	
<b>FLOATER</b>	
<b>DRIVER</b>	

**APPENDIX B**  
**MEDICAL PLAN**  
**APPENDIX B**  
**MEDICAL PLAN**

		<b>BC-2</b>
<b>BENEFIT</b>		
<b>INPATIENT HOSPITAL</b>		
<b>Inpatient</b>		<b>All hospital admissions require pre-cert</b>
General/Medical/ Surgical/Maternity (Semi-private)		\$250 Per Admission Copay
Ancillary Services (Medication, Supplies)		Covered
MH Psychiatric Biological		\$250 Per Admission Copay
MH Phychiatric Non Biological		\$250 Per Admission Copay 60 Days per Calander Year I(120)
Substance Abuse/ Detox		\$250 Per Admission Copay 45 Days per Calander Year
Rehabilitative		\$250 Per Admission Copay 60 Days per Calendar Year
Skilled Nursing Facility		\$250 Per Admission Copay 90 Days per Calendar Year
<b>OUTPATIENT HOSPITAL</b>		
Outpatient Surgery Facility Charges		\$100 copay
(Prior Authorization Required)		

Diagnostic Lab & X-ray		
MRI, CT		Covered
		MRI/CAT \$0 copay
Pre-Admission Testing		
		Covered
<b>EMERGENCY CARE</b>		
		<b>NEW OPTION (BC-2)</b>
Emergency Room		
		\$75 Copay (waived if admitted)
Urgent Care		
		\$50 Copay
Walk-in Centers		
		\$15 copay
Ambulance		
		No charge
		Maximum : Land - unlimited; Air - \$4000 per trip
<b>PREVENTIVE CARE</b>		
<b>Preventive Care</b>		
Pediatric		\$0 for child up to age 12
(age-based schedule)		\$15 for ages 13 thru 22
		6 exams birth to 1 year of age
		6 exams 1 to 5 years of age
		1 exam every 2 years - 6 to 10 years of age
		1 exam every year - 11 to 21 years of age
Adult		
(age-based schedule)		\$15 copay

		Once every 5 years - 22 to 29 years of age
		Once every 3 years - 30 to 39 years of age
		Once every 2 years - 40 to 49 years of age
		Once every year - 50 or over years of age
Obstetrics / Gynecological		
Well Exam - 1 per Year		\$25 copay
		\$25 copay Maternity First Visit Only
Mammographic		
Services		1 baseline - 35 to 39 years of age
		Once every year - 40 or over years of age
		In addition- as medically necessary
Immunizations		
		Covered in full - no copay
		<b>NEW OPTION (BC-2)</b>
Vision		
		\$15 copay
		Covered once every 24 months
Hearing		
		\$15 copay
		Screening part of physical exam
<b>MEDICAL SERVICES</b>		
Medical Office Visit (OV)		
		\$15 copay for PCP
		\$25 copay for Specialists
Physical or Occupational		\$15 copay
Therapy		Unlimited
Speech		\$15 copay
Therapy		Unlimited



Outpatient Chiropractic		\$15 copay
		Unlimited
Allergy Services		\$15 Copay for office visits and testing
		No copay for injections
		60 visits in 2 years
Diagnostic Lab & X-ray		Covered
		MRI/CAT \$0
Inpatient Medical Services		Covered
Surgery Fees		Covered
Office Surgery		Covered
Outpatient MH/SA		
Biologically Based		\$15 copay
Outpatient MH		\$15 Copay per Visit
Non-Biologically Based		Up to 40 Visits per Calendar Year
		OON-50% up to 40Visits
Outpatient Substance Abuse		
		\$15 Copay per Visit
		Up to 40 Visits per Calendar Year
		OON-50% up to 40 Visits
		<b>NEW OPTION (BC-2)</b>
<b>OTHER SERVICES</b>		
Durable Medical Equipment		
(Prior Authorization Required)		Covered at 100%
Prosthetics		
		Covered at 100%

Home Health Care		
(Prior Authorization Required)		Covered
		OON - \$50 Ded & 20% Coinsurance
Acupuncture		Not Covered
Orthotics		Limited to Specific Items & Diagnosis
TMJ		Not Covered
Skilled Nursing Facility		No Copay Up to 90 Consecutive days
Hospice		No Copay Up to 6 Months per Calendar Year
Infertility		Phase I: \$15 OV copay Phase II/III: 50% coinsurance up to \$5000 LT max
<b>DEPENDENT ELIGIBILITY</b>		
Children/ Dependents		To Age 25
<b>OUT OF NETWORK COST SHARES</b>		
Deductible		\$400/800/1200
Coinsurance		20%
Coinsurance Maximum		\$800/\$1600/\$2400
Lifetime Maximum		In-Network — Unlimited Out-of-Network--\$1,000,000



<b>EMERGENCIES</b>					Covered			
<b>NON PAR</b>							Plan Pays 80% of Anthem Allowance	
<b>PHARMACIES</b>								
<b>PHYSICIAN</b>						Prescriptions may be written		
<b>DISPENSING</b>							by Participating or Non Participating physicians	
Tier 1: Generic Drugs - Refers to a prescription that is considered non proprietary and is not protected by a Trademark.								
					It is required to meet the same bioequivalency test as the original brand name drug.			
Tier 2: Listed Brand Name Drugs - The term "listed brand name" refers to a brand name prescription drug identified on the formulary by Anthem Blue Cross and Blue Shield as a prescription drug with a 2 Tier copay.								
Tier 3: Non Listed Brand Name Drugs - The term "non listed brand name" refers to a brand name prescription drug not identified on the formulary by Anthem Blue Cross and Blue Shield. Tier 3 copayment applies.								

## Appendix C

### TRUCK DRIVER – EDUCATION

#### NATURE OF WORK:

- Responsible work in the care, operation, loading and unloading of a truck in a definite time schedule. Involved in the delivery of food, supplies, small equipment furniture and mail to schools, Central Kitchen and the Warehouse.
- Cafeteria, Warehouse, mail, and all related work are directed at management’s discretion.
- When not required for truck driver duties, employee performs other custodial services as directed by management throughout the district.

### ILLUSTRATIVE TASKS:

- Picks up truck from garage and reports to the supervisor.
- Makes deliveries between cafeteria schools, central supply and cold storage warehouse.
- Loads food carts on truck in a prescribed manner
- Unloads carts at destination, deliveries to kitchen and sets in place, in a prescribed manner and with a set time schedule.
- Returns carts to the central kitchen.
- Stores, rotates and maintains inventory record of all frozen and staple food items.
- Sets in place any mobile equipment necessary for food service operation.
- Does stockroom work in the cafeteria schools such as uncrating, dating and rotating stock, opening and filling supplies of staples.
- Maintains cleanliness of storerooms.
- Responsible for daily cleaning of truck van and care of truck.
- Assists stockroom personnel when not required for cafeteria unit duties.
- Performs related work as required.

### KNOWLEDGE ABILITIES AND SKILLS:

- Considerable knowledge in the operation of a heavy truck and highway traffic regulations and safety precautions.
- Possession of a Connecticut Motor Vehicle license.
- Ability to operate a heavy truck, such as s 20,000 lbs. van type, 91” wide by 14’ long, equipped with hydraulic lift.
- Skill in the operation of a truck in all conditions of traffic and weather.
- Physical endurance to move and handle stockroom stock and food carts.
- Ability to understand and carry out written and oral instructions readily.
- Considerable knowledge of truck mechanics and lift gate operations.
- Possession of a Class II Connecticut Motor Vehicle license.
- Ability to organize and supervise the work of truck driver – utility workers
- Ability to understand and carry out written and oral instructions readily.
- Ability to direct and assign written and oral instructions to others.
- Physical endurance to work for long periods inside walk-in freezer and out doors in all types of weather conditions
- Ability work effectively and cooperatively with others

### EXPERIENCE AND EDUCATION:

- Graduation from a standard high school or vocational school with a minimum of two years of experience in the operation of a heavy truck, or any equivalent combination of experience and education.

## **JOB DESCRIPTION**

**Job Title** Assistant Building Manager  
**Spec Code**  
**Department** New Haven Board of Education Maintenance  
**Reports To** Building Manager  
**Prepared By** Joseph Barbarotta  
**Prepared Date** 7/19/11  
**Approved By**  
**Approved Date**

### **JOB SUMMARY:**

The Assistant Building Manager (ABM) is a Board of Education Facilities Department position with a high degree of responsibility in the area of custodial and building operations. Under direction of the management performs work of considerable difficulty in implementing facilities practices and protocols and coordinating custodial and maintenance activities. Implementing and coordinating the daily cleaning activities which include coordination with the Building Manager and other Facilities staff, consultation and support of building principals and education staff, technical guidance to subordinates and semi-skilled workers and coordination with any contractors and vendors within the building. This position is responsible for cleanliness and maintenance of school and grounds assuring the safe and efficient operation. The ABM will be required to make daily inspections of the building(s) and grounds. This position requires having a vast knowledge of the Work Order System, Energy Management Program and must have good working knowledge of building structures, HVAC and ancillary equipment, including the operation of all utility systems. This position will be responsible to take charge or make appropriate assignments for corrective action and response in all immediate emergencies requiring skilled maintenance repairs.

### **ESSENTIAL FUNCTIONS:**

- Consistently at work and on time.
- Under direct supervision of BM, assigns work to staff as required.
- Make routine inspections to determine whether work has been properly performed.
- Maintain security by checking for unlocked doors, windows and unauthorized occupants, reporting anything suspicious to superior.

- Assist immediate supervisor in maintenance of employee records.
- Takes charge of all emergencies, advises superiors and ensures responsible back-up is available in order to take corrective action as necessary.
- Performs and coordinates all custodial services
- Assist with coordinating maintenance service and repairs pertaining to the building(s).
- The employee is required to have good computer skills, knowledge of PC operations and software (Word processing and spreadsheet) and typing skills.
- The ability to generate work orders as requested.
- Use hand and power equipment.
- Provide for the safety of the building, its users and the staff by enforcing policies, monitoring potential safety/liability problems and assisting faculty to meet their needs.
- Responsible for the efficient operation of the school.
- Must be able to perform custodial functions including but not limited to daily routine floor cleaning and care, trash removal, bathroom cleaning, cafeteria cleaning, pool maintenance, change light bulbs, change filters, provide ground policing and maintenance including snow removal, grass cutting, grounds and courtyard maintenance and graffiti removal as needed.

## **QUALIFICATIONS:**

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required.

- Basic knowledge of boilers, heating and air conditioning systems, electrical systems, building and grounds maintenance and minor equipment repair.
- Provide for the security of the building by following proper opening and closing procedure(s).
- Ability to read and understand; policies and procedures; various Federal, State and Local codes and regulations involving fire, safety, environmental and sanitation.
- Ability to read and interpret documents such as operating and maintenance instructions and procedure manuals.
- Ability to follow instructions, respond to direction promptly, complete tasks correctly and on time.
- Ability to approach others in a tactful manner; reacts well under pressure; treats others with respect and consideration regardless of their status or position; accept responsibility for own actions; follows through on commitments.
- Ability to write clearly and informatively; present numerical data effectively; to write routine reports and correspondences.
- Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals.
- Ability to apply concepts such as fractions, percentages, ratios, and proportions to situations.
- Ability to set priorities and make appropriate decisions on assignments contingent upon

availability of manpower.

- Ability to delegate work assignments, matching responsibilities to staff, set expectations and monitor delegated activities.
- Ability to identify and using sound judgment resolve problems in a timely manner; gather and analyzes information skillfully; develop alternative solutions.
- Uses equipment and materials properly.
- Ability to supervise and train subordinate employees.
- Ability to be physically active from light to medium type of work in various environmental conditions.
- Ability to building a positive team spirit; to build moral and group commitments to goals and objectives.
- Ability to adapt to changes in the work environment; manages competing demands; changes approach or method to best fit the situation; able to deal with frequent change, delays, or unexpected events.
- Seeks to take on increased responsibilities and take independent action.
- Look for ways to improve and promote quality; demonstrate accuracy and thoroughness; develop and implements cost saving measures; conserve organizational resources.
- Always be willing to assist.
- Positive image and tidy appearance.
- Trained in the use of Green Cleaning products and the associated use of Green Custodial Cleaning Equipment.

#### **EDUCATION AND/OR OTHER REQUIREMENTS:**

- Completion of a High School Degree is preferred, but may be substituted by progressive equivalent job experience.
- Experience should include a well rounded background in custodial maintenance and general knowledge of heating, boilers, air conditioning, electrical and plumbing systems

#### **ENVIRONMENTAL FACTORS:**

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job.

- Employees must work with cleaning chemicals, and must be able to properly dilute, use and insure their safety, as well as others who come in contact with chemicals.
- Ability to perform duties both outside and inside in varying conditions including extreme heat, extreme cold and wet and/or humid, etc.

#### **PHYSIOLOGICAL FACTORS:**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

- While performing the duties of this Job, the employee is regularly required to use hands and arms to operate tools and equipment; push, pull and grasp objects; talk and hear.



- Specific vision abilities required by this job include color vision, depth perception and ability to adjust focus.
- Employees must be able to lift and/or carry objects weighing up to 50 pounds and occasionally lift and/or carry objects weighing up to 75 pounds.
- Ability to establish and maintain effective working relationships with others.
- Ability to perform multiple tasks simultaneously.

**NOTE:**

Reasonable accommodations may be made in order to perform the essential functions. In order to meet the needs of New Haven Board of Education or its departments, employees may be assigned other duties, in addition to or in lieu of those described above, and any duties are subject to change at any time.

**JOB DESCRIPTION**

<b>Job Title</b>	Building Manager
<b>Spec Code</b>	
<b>Department</b>	New Haven Board of Education Maintenance
<b>Reports To</b>	Custodial Supervisor & Management
<b>Prepared By</b>	Joseph Barbarotta
<b>Prepared Date</b>	7/19/11
<b>Approved By</b>	
<b>Approved Date</b>	

**JOB SUMMARY:**

The Building Manager (BM) is a Board of Education Facilities Department position with a high degree of responsibility in the area of custodial and building operations. Under direction of management, performs work of considerable difficulty in implementing facilities practices and protocols and coordinating custodial and maintenance activities. Implementing and coordinating the daily activities which include consultation and support of building principals and education staff, technical guidance to subordinates and semi-skilled workers and coordination with any contractors and vendors within the building. This position is responsible for cleanliness and maintenance of school and grounds assuring the safe and efficient operation. The BM will be required to make daily inspections of the building(s) and grounds. This position requires having a vast knowledge of the Work Order System, Energy Management Program and must have good working knowledge of building structures, HVAC and ancillary equipment, including the operation of all utility systems. This position will be responsible to take charge or make appropriate assignments for corrective action and responds to all immediate emergencies requiring skilled maintenance repairs.

**ESSENTIAL FUNCTIONS:**

- Consistently at work and on time.
- Open building(s) and prepare them for use, maintain security when facilities are not in use by checking for unlocked doors, windows and unauthorized occupants and reporting anything suspicious to superior.
- Performs, supervises and coordinates all custodial and maintenance service and repairs pertaining to the building(s) and grounds.
- Takes charge of all emergencies, advises superiors and ensures responsible back-up is available in order to take corrective action as necessary.
- While performing the duties of this job, the employee is required to use a computer, have good knowledge of PC operations and software (Word processing and spreadsheet) and typing skills.
- Generates all work orders and oversees that such repairs are accomplished in a safe and timely manner.
- Procures all custodial supplies and performs general maintenance and upkeep of custodial equipment consistent with established protocols and procedures.
- Implements preventative maintenance programs for utility systems, custodial equipment and building maintenance.
- Maintains accurate records with regard to annual reports and inspection of equipment and general preventative maintenance including work assignment and over-time allowances.
- Provide for the safety of the building, its users and the staff by enforcing policies, monitoring potential safety/liability problems and assisting faculty to meet their needs.
- Responsible for the efficient operation of the school.
- Must be able to perform custodial functions including but not limited to daily routine floor cleaning and care, trash removal, bathroom cleaning, cafeteria cleaning, pool maintenance, change light bulbs, change filters, provide ground policing and maintenance including snow removal, grass cutting, courtyard and grounds maintenance and graffiti removal as needed.

## **QUALIFICATIONS:**

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required.

- Considerable knowledge and experience of boilers, heating and air conditioning systems, electrical systems, building and grounds maintenance and minor equipment repair.
- Provide for the security of the building by following proper opening and closing procedure(s).
- Ability to read and understand; policies and procedures; various Federal, State and Local codes and regulations involving fire, safety, environmental and sanitation.
- Ability to read and interpret documents such as operating and maintenance instructions and procedure manuals.
- Ability to follow instructions, respond to management direction promptly, complete tasks correctly and on time.

- Ability to approach others in a tactful manner; reacts well under pressure; treats others with respect and consideration regardless of their status or position; accept responsibility for own actions; follows through on commitments.
- Ability to write clearly and informatively; present numerical data effectively; to write routine reports and correspondences.
- Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals.
- Ability to apply concepts such as fractions, percentages, ratios, and proportions to situations.
- Ability to set priorities and make appropriate decisions on repairs or assignments contingent upon availability of manpower.
- Ability to delegate work assignments, matching responsibilities to staff, set expectations and monitor delegated activities.
- Ability to identify and using sound judgment resolve problems in a timely manner; gather and analyzes information skillfully; develop alternative solutions.
- Uses equipment and materials properly.
- Ability to supervise and train subordinate employees; to conduct in-service training programs in the effort of promising good safe work habits
- Ability to be physically active from light to medium type of work in various environmental conditions.
- Ability to building a positive team spirit; to build moral and group commitments to goals and objectives.
- Ability to adapt to changes in the work environment; manages competing demands; changes approach or method to best fit the situation; able to deal with frequent change, delays, or unexpected events.
- Seeks to take on increased responsibilities and take independent action.
- Look for ways to improve and promote quality; demonstrate accuracy and thoroughness; develop and implements cost saving measures; conserve organizational resources.
- Always be willing to assist.
- Positive image and tidy appearance.
- Trained in the use of Green Cleaning products and the associated use of Green Custodial Cleaning Equipment.

#### **EDUCATION AND/OR OTHER REQUIREMENTS:**

- Completion of a High School Degree is preferred, but may be substituted by progressive equivalent job experience.
- Minimum experience should be at least 3 to 5 years of supervision in the custodial operation of an institutional facility.
- Experience should include a well rounded background in custodial maintenance and general knowledge of heating, boilers, air conditioning, electrical and plumbing systems

#### **ENVIRONMENTAL FACTORS:**

The work environment characteristics described here are representative of those an employee

encounters while performing the essential functions of this job.

- Employees must work with cleaning chemicals, and must be able to properly dilute, use and insure their safety, as well as others who come in contact with chemicals.
- Ability to perform duties both outside and inside in varying conditions including extreme heat, extreme cold and wet and/or humid, etc.

### **PHYSIOLOGICAL FACTORS:**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

- While performing the duties of this Job, the employee is regularly required to use hands and arms to operate tools and equipment; push, pull and grasp objects; talk and hear.
- Specific vision abilities required by this job include color vision, depth perception and ability to adjust focus.
- Employees must be able to lift and/or carry objects weighing up to 50 pounds and occasionally lift and/or carry objects weighing up to 75 pounds.
- Ability to establish and maintain effective working relationships with others.
- Ability to perform multiple tasks simultaneously.

### **NOTE:**

Reasonable accommodations may be made in order to perform the essential functions. In order to meet the needs of New Haven Board of Education or its departments, employees may be assigned other duties, in addition to or in lieu of those described above, and any duties are subject to change at any time.

## **JOB DESCRIPTION**

<b>Job Title</b>	Floater
<b>Spec Code</b>	
<b>Department</b>	New Haven Board of Education Maintenance
<b>Reports To</b>	Building Manager
<b>Prepared By</b>	Joseph Barbarotta
<b>Prepared Date</b>	7/19/11
<b>Approved By</b>	
<b>Approved Date</b>	

### **JOB SUMMARY:**

The Floater is a Board of Education Facilities Department position with a high degree of responsibility in the area of custodial and operations management. When the Building Manager (BM) or the Assistant Building Manager (ABM) is absent he performs their responsibilities as defined by their job descriptions. This includes implementing and coordinating the daily cleaning activities which include technical guidance to subordinates and semi-skilled workers. This position is responsible for the cleanliness and maintenance of the school and grounds and assuring its safe and efficient operation. The Floater works in consultation with the building principals and education staff. He/she coordinates activities with any contractors and vendors within the building. This position requires having a vast knowledge of the Work Order System, Energy Management Program and must have good working knowledge of building structures, HVAC and ancillary equipment, including the operation of all utility systems. This position will be responsible to take charge or make appropriate assignments for corrective action and response in all immediate emergencies requiring skilled maintenance repairs.

### **ESSENTIAL FUNCTIONS:**

- Consistently at work and on time.
- Under direct supervision of management, assigns work to staff as required.
- Make routine inspections to determine whether work has been properly performed.
- Maintain security by checking for unlocked doors, windows and unauthorized occupants, reporting anything suspicious to superior.
- Assist immediate supervisor in maintenance of employee records.
- Takes charge of all emergencies, advises superiors and ensures responsible back-up is available in order to take corrective action as necessary.
- Performs, supervises and coordinates all custodial services
- Assist with coordinating maintenance service and repairs pertaining to the building(s).
- The employee is required to have good computer skills, knowledge of PC operations and software (Word processing and spreadsheet) and typing skills.
- The ability to generate work orders as requested.
- Use hand and power equipment.
- Provide for the safety of the building, its users and the staff by enforcing policies, monitoring potential safety/liability problems and assisting faculty to meet their needs.
- Responsible for the efficient operation of the school.
- Perform all custodial cleaning functions.
- Responsible for custodial functions including but not limited to daily routine floor cleaning and care, trash removal, bathroom cleaning, cafeteria cleaning, pool maintenance, change light bulbs, change HVAC filters, provide grounds and courtyard policing and maintenance, snow removal, grass cutting, and graffiti removal as needed.

### **QUALIFICATIONS:**

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required.

- Basic knowledge of boilers, heating and air conditioning systems, electrical systems, building and grounds maintenance and minor equipment repair.
- Provide for the security of the building by following proper opening and closing procedure(s).
- Ability to read and understand; policies and procedures; various Federal, State and Local codes and regulations involving fire, safety, environmental and sanitation.
- Ability to read and interpret documents such as operating and maintenance instructions and procedure manuals.
- Ability to follow instructions, respond to direction promptly, complete tasks correctly and on time.
- Ability to approach others in a tactful manner; reacts well under pressure; treats others with respect and consideration regardless of their status or position; accept responsibility for own actions; follows through on commitments.
- Ability to write clearly and informatively; present numerical data effectively; to write routine reports and correspondences.
- Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals.
- Ability to apply concepts such as fractions, percentages, ratios, and proportions to situations.
- Ability to set priorities and make appropriate decisions on assignments contingent upon availability of manpower.
- Ability to delegate work assignments, matching responsibilities to staff, set expectations and monitor delegated activities.
- Ability to identify and using sound judgment resolve problems in a timely manner; gather and analyzes information skillfully; develop alternative solutions.
- Uses equipment and materials properly.
- Ability to supervise and train subordinate employees.
- Ability to be physically active from light to medium type of work in various environmental conditions.
- Ability to building a positive team spirit; to build moral and group commitments to goals and objectives.
- Ability to adapt to changes in the work environment; manages competing demands; changes approach or method to best fit the situation; able to deal with frequent change, delays, or unexpected events.
- Seeks to take on increased responsibilities and take independent action.
- Look for ways to improve and promote quality; demonstrate accuracy and thoroughness; develop and implements cost saving measures; conserve organizational resources.
- Always be willing to assist.
- Positive image and tidy appearance.
- Trained in green cleaning and the associated green cleaning custodial equipment.

## **EDUCATION AND/OR OTHER REQUIREMENTS:**

- Completion of a High School Degree is preferred, but may be substituted by progressive equivalent job experience.
- Experience should include a well rounded background in custodial maintenance and general knowledge of heating, boilers, air conditioning, electrical and plumbing systems

## **ENVIRONMENTAL FACTORS:**

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job.

- Employees must work with cleaning chemicals, and must be able to properly dilute, use and insure their safety, as well as others who come in contact with chemicals.
- Ability to perform duties both outside and inside in varying conditions including extreme heat, extreme cold and wet and/or humid, etc.

## **PHYSIOLOGICAL FACTORS:**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

- While performing the duties of this Job, the employee is regularly required to use hands and arms to operate tools and equipment; push, pull and grasp objects; talk and hear.
- Specific vision abilities required by this job include color vision, depth perception and ability to adjust focus.
- Employees must be able to lift and/or carry objects weighing up to 50 pounds and occasionally lift and/or carry objects weighing up to 75 pounds.
- Ability to establish and maintain effective working relationships with others.
- Ability to perform multiple tasks simultaneously.

## **NOTE:**

Reasonable accommodations may be made in order to perform the essential functions. In order to meet the needs of New Haven Board of Education or its departments, employees may be assigned other duties, in addition to or in lieu of those described above, and any duties are subject to change at any time.