

New Haven Board of Education

And
Local 287, Council 4,
AFSCME, AFL-CIO

RE: **2011 EARLY RETIREMENT /
SEPARATION PACKAGE**

July 20, 2011

SIDE LETTER OF AGREEMENT

WHEREAS, The New Haven Board of Education (hereinafter the "Board") and Local 287, Council 4, AFSCME, AFL-CIO (hereinafter the "Union") are parties to a collective bargaining agreement ("CBA"); and

WHEREAS, The parties have met and discussed the terms of a successor CBA and have agreed to establish a one-time 2011 Early Retirement/Separation Package to assist in the transition from the current contract terms to the new contract terms; and

WHEREAS, The Early Retirement/Separation Package as defined herein shall become effective upon the ratification by the Board of Education of the July 1, 2009 – June 30, 2015 successor agreement, which is anticipated to occur in August 2011; and

WHEREAS, Eligible employees as defined herein shall elect their participation in the Early Retirement/Separation Package no later than 7 days after the ratification of the agreement by submitting their written election to the City's Director of Labor Relations. The retirement date and the last day of work for individuals so electing shall be no later than 7 days after the respective employee submits their written election. Such election to retire / separate under this offering shall be irrevocable; and

WHEREAS, In preparation of the ratification referenced above, the City shall offer potentially eligible employees an information session(s) or personal review meetings through the Department of Finance in order to understand the Early Retirement Package and its applicability to individual employees. Such meetings may be scheduled by the City within or outside normal working hours. Should the meetings be scheduled outside of working hours they will be voluntary in nature and no compensation shall be paid to employees choosing to attend. The City may send out notice to eligible employees informing them of the availability of such sessions. However, it is ultimately the employee's responsibility to investigate their eligibility in a timely fashion; and

WHEREAS, This agreement shall not apply to individuals currently receiving a pension or previously retired under the current or any prior Collective Bargaining Agreement; and

NOW, THEREFORE, the parties agree that eligibility and benefits for the Early Retirement/Separation Package, subject to the above conditions, shall be as follows:

- a. **Group A** - Employees who have reached thirty (30) years of service or who can reach thirty (30) years of service by using their sick leave buyback time (maximum buyback time = 5 years; 30 days = 1 year) will be offered an additional CERF retirement benefit of \$20,000.00. This additional retirement benefit shall be paid in a lump sum within 45 days of retirement. In

retirement penalty for exercising their right to retire under this Early Retirement Package.

- d. Group D - Any employee who does not meet any of the early retirement criteria cited above can resign and receive either: 1) a cash payout of \$20,000 if they elect to resign under this Early Retirement/Separation Package, or 2) a cash payout of \$5,000 and 6 months of healthcare coverage under the terms and conditions they enjoyed on their last date of employment.
- e. Employees shall not be permitted to utilize any sick leave buyback time or the granting of any time by the City to move from an unvested to a conditionally vested status.
- f. Any employee taking advantage of the Early Retirement / Separation Package shall sign the attached general release of claims against the New Haven Board of Education and the City of New Haven.

In witness whereof, the parties have caused their names to be signed on this 20th day of July 2011

City of New Haven

Local 287, Council 4, AFSCME, AFL-CIO

By: _____ /s/
Craig L. Manemeit, Esq
Labor Relations Director

By: _____ /s/
Robert Montuori
President

Last 3 years Pension
Buy Back 4 yrs

New Haven Board of Education
And
Local 287, Council 4,
AFSCME, AFL-CIO

RE: **Staffing Reduction Agreement**

July 20, 2011

SIDE LETTER OF AGREEMENT

WHEREAS, The New Haven Board of Education (hereinafter the "Board") and Local 287, Council 4, AFSCME, AFL-CIO (hereinafter the "Union") are parties to a collective bargaining agreement ("CBA"); and

WHEREAS, The parties have met and discussed the terms of a successor CBA and have agreed to establish specific staffing criteria in the agreement; and

WHEREAS, The current staffing level exceeds the staffing criteria that was agreed to by the parties in the successor agreement; and

WHEREAS, The parties have met and discussed the timeline and process for reducing the current number of staff so as to comply with the staffing criteria in the successor agreement;

NOW, THEREFORE, the Parties agree to reduce the total current number of bargaining unit members according the following timelines and criteria as follows:

- a. No later than December 31, 2011, the number of bargaining unit members shall be reduced from the current number to no more than one hundred and thirty (130);
- b. No later than July 1, 2012, the number of bargaining unit members shall be reduced further from not more than one hundred and thirty (130) to no more than one hundred (100);
- c. In the event that the staffing levels referenced in paragraphs a and b, infra, are not met by the specified timelines through attrition and/or the early retirement incentive, the number of bargaining unit members which exceed the referenced staffing levels will be laid off from employment;
- d. Employees will be selected for layoff based on their two year history of attendance and discipline. In the event employees have similar attendance and disciplinary histories, seniority shall control;
- e. The Union shall have the right to object to the Board's selection of employee(s) to be laid off based on the above cited criteria. In the case of a dispute, the parties shall meet to discuss the issue with deference being given to the Union's application of the criteria listed above. Said decision shall not be subject to the contractual grievance procedure.

In witness whereof, the parties have caused their names to be signed on this 20th day of July 2011

City of New Haven

Local 287, Council 4, AFSCME, AFL-CIO

By: _____
Craig L. Manemeit, Esq
Labor Relations Director

By: _____
Robert Montuori
President

Tentative Agreement
Between the
New Haven Board of Education and Local 287
for a
Successor Collective Bargaining Agreement

Highlights of Changes

Duration:

- Six (6) years extending from July 1, 2009 through June 30, 2015.
- Wage and Healthcare re-opener for years 5 (FY 13-14) and 6 (FY 14-15)
- Once the agreed upon staffing level of 100 employees has been met, no member of the bargaining unit shall be laid off from employment between the signing of this agreement and the end of FY 2012-13.

Wages:

- FY 09-10 - 0%; FY 10-11 - 0%; FY 11-12 – 2%; FY 12-13 – 2%.

Medical Insurance:

- **Plan Designs:** BC-2; HDHP/HSA Eligible
- **Cost Shares:** BC-2: 13% upon agreement; 14% effective 7/01/12
HDHP/HSA Eligible: 0% FY 11-12; Difference in cost of plan FY 11-12 and FY 12-13.
- **Retiree Coverage:**
 1. More than 10 years of service – Status Quo;
 2. Less than 10 years of service – Dependant coverage eliminated;
 3. New Hires – Retiree healthcare coverage eliminated.

Pension: Tiered System applicable to all employees as follows:

Years of Service	Change to Plan Design
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 a lifetime increase capped at 10% and 3. Voluntary buyout of future COLA's at 40% of actuarial value.
Less than 10 years	1. Employee contribution increased to 9% in two 1.5% increments as discussed; and 2. COLA reduced to 2% annual maximum increase a lifetime increase capped at 10% and 3. Voluntary buyout of future COLA's at 40% of actuarial value; and 4. Early retirement penalty increased to 6% per year; and

	<p>5. Eligibility for retirement changed to age 65 with 10 years of service or Rule of 85 with a minimum age of 55; and</p> <p>6. Annuity based on employee's 3 year average budgeted salary.</p> <p>7. Retiree Healthcare limited to employee only (no dependent coverage).</p>
New Hires	<p>1. Employee contribution = 9%; and</p> <p>2. COLA annual maximum increase at 1.5% with a lifetime increase capped at 10% and</p> <p>3. Voluntary buyout of future COLA's at 40% of actuarial value; and</p> <p>4. Early retirement penalty increased to 6% per year; and</p> <p>5. Eligibility for retirement changed to age 65 with 10 years of service or Rule of 85 with a minimum age of 62; and</p> <p>6. Annuity based on employee's 5 year average budgeted salary; and</p> <p>7. Retiree healthcare eliminated.</p>

Staffing: Staffing will be reduced to 100 positions comprised of Building Managers, Assistant Building Managers, Floaters and Drivers pursuant to the attached staffing plan. The remaining cleaning staff would consist of non-bargaining unit employees assigned at the BOE's discretion. All other non-cleaning duties shall be outsourced as well, e.g. plowing, grounds, AV, mechanics. Absences in the Building Manager position on the day shift only will be back-filled filled on an overtime basis with bargaining unit members only when the number of absences exceeds the number of available floaters. Evening and/or night shift absences may be filled with non-bargaining unit employees. At least one bargaining unit employee shall be assigned to each building on weekends when buildings are being utilized for activities; thereafter, the Board may utilize non-bargaining unit personnel to supplement the bargaining unit employee.

Bidding: Employees will have one opportunity to select a work assignment following the execution of this agreement. Employees will remain in that 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.

Longevity: Status Quo for incumbents; eliminated for new hires.

Sick Leave: Short Term Disability benefits are eliminated and all employees will move to the accrual method for sick leave (15 days per year) up to a maximum of 150 days. Only employees who currently have the ability to cash out accrued sick leave upon retirement will maintain the benefit up to a maximum of 120 days (from 150 days); all others may not cash out sick leave.

Overtime: 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.