

# **DRAFT**

**AGREEMENT**

**BETWEEN**

**THE NEW HAVEN BOARD OF EDUCATION**

**AND**

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

**JULY 1, 2019 – JUNE 30, 2023**

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## **PREAMBLE**

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

## **ARTICLE 1** **RECOGNITION**

### **Section 1**

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

### **Section 2**

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

### **Section 3**

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

## **ARTICLE 2** **RIGHTS OF EMPLOYER**

### **Section 1**

The Employer maintains the exclusive right to direct the work force. This right shall include, but shall not be limited to, the right to: (a) Direct employees; (b) hire, promote, transfer and assign; suspend, demote, discharge or take other disciplinary action; (d) relieve employees from duty due to lack of work or for other legitimate reasons; (e) take any action necessary in order to maintain the efficiency of the School System, determine the methods, means, manner and personnel by which services shall be rendered; and (f) to take any actions necessary in situations of emergency, to carry out the responsibility of the Board to the citizens of New Haven.

### **Section 2**

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

**ARTICLE 3**  
**CONSULTATION PROCEDURE**

**Section 1**

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

- a) The party proposing the change, addition, modification or deletion shall reduce such to writing and mail it to the Board or Union, as the case may be, within a reasonable time.
- b) Thereafter, and within a two week period, a meeting of representatives of the parties shall be held to discuss the matter. This time requirement may be waived upon mutual agreement.
- c) If agreement is reached on the proposal, such will be reduced to writing and referred to the Board or the Union for ratification with the recommendation of both parties.

**Section 2**

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

**Section 3**

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

**ARTICLE 4**  
**NON-DISCRIMINATION CLAUSE**

There shall be no discrimination against any employee because of his/her race, color, religious creed, age, marital status, national origin, ancestry, sex, sexual orientation, present or past history of disability, or political or union affiliation. Given administrative and judicial remedies otherwise available, grievances under this Article shall terminate at the Superintendent level.

**ARTICLE 5**  
**DUES DEDUCTIONS**

**Section 1**

Employees may voluntarily become members of the Union in good standing and pay monthly dues established by the Union or voluntarily pay a monthly agency fee at a rate established by the Union, neither of which is required as a condition of continued employment.

The Board agrees to deduct such Union dues or voluntary fees from the pay of employees who provide written authorization to the Board of such deductions and to transmit the dues or fees collected to Local 3429 of AFSCME Council 4 no later than the fifteenth (15<sup>th</sup>) day of the month following the month in which the dues or fees have been deducted, together with a list of

employees from whose wages the deductions have been made.

## Section 2

If an employee who is absent on account of sickness, leave of absence, or for any other reasons has no earnings due him/her during such deduction period, no deductions will be made from that employee for that period. The Union will arrange collection of dues and fees in such instances, directly with the employee.

## Section 3

The Union agrees to indemnify and to hold the Board harmless against any and all claims, demands, suits, reasonable attorney's fees or other forms of liability that shall or may arise out of or by reason of action taken by the Board for the purpose of complying with the provisions of this Article and assumes full responsibility for the disposition of the funds so deducted once they have been turned over to the authorized Union Official.

# **ARTICLE 6** **SENIORITY**

## Section 1

Seniority is defined as the total length of continuous service as a paraprofessional employee employed by the New Haven Board of Education. Continuity of employment shall not be broken by any approved leave of absence whether with or without pay, or if laid off and recalled within two (2) years.

## Section 2

When a position is to be filled the job announcement will be posted through the District's online portal. Notice will also be sent to the Union President and Council 4. Those interested in applying for the position must apply through the online portal within ten (10) days of the date on the announcement.

## Section 3

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

## Section 4

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

## Section 5

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

## Section 6

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

## Section 7

Employees on layoff status shall continue to accumulate seniority for two (2) years but shall not be entitled to any other contractual benefits during the period of layoff. Time spent on layoff status shall not be deemed to interrupt the continuity of employment for purposes of computing contractual benefits if recalled prior to the end of the two (2) year period. Any employee not recalled to work during this period shall lose all seniority rights and shall be treated as a new employee for all purposes.

## Section 8

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

## Section 9

Recalled employees must respond in writing to a recall offer within one (1) week of the sending of the notice of recall, which notice shall be sent to the email address provided by the employee at the time of layoff or a letter to the employee's last known address. Any employee who fails to respond within one (1) week of such notice or otherwise refuses an opportunity to recall to a position in the same salary group or a higher salary group from which the layoff occurred shall have their name removed from the re-employment list.

## Section 10

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

## Section 11

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

## Section 12

The duties and responsibilities of positions existing on the effective date of this Agreement will not be unilaterally changed during this Agreement without prior notice to the Union and negotiations upon request.

Section 13

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

Section 14

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

Section 15

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

**ARTICLE 7**  
**BULLETIN BOARDS**

Section 1

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

**ARTICLE 8**  
**SAVINGS CLAUSE**

Section 1

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

**ARTICLE 9**  
**LEAVE PROVISIONS**

Section 1 – Sick Leave

- a) Article 9, Section 1 shall apply only to employees hired into the bargaining unit before July 1, 2006. Employees hired thereafter shall be subject to the provisions of Article 9A and shall not be entitled to any benefits under Article 9, Section 1.
- b) Sick Leave is to be used only for the purpose of compensating a paraprofessional who is unable to attend his/her regularly scheduled classes for one of the following reasons:
  - 1. Personal illness which requires the individual to stay home.
  - 2. Medical or dental examination if arrangements cannot be made outside of working hours.
  - 3. When exposure to contagious disease endangers the health of other employees.
  - 4. When a member of the immediate family is critically ill or disabled creating an emergency which requires the personal attention of the employee, for a period of time not to exceed one (1) day.
- c) Sick leave shall be earned at the rate of one and one-quarter working days for each school calendar month of service.
- d) Effective March 1, 2007, all unused sick leave of any employee during continuous employment may be accumulated to a maximum of one hundred and twenty days (120). As of March 1, 2007 any employee who has accumulated sick leave in excess of one hundred and twenty (120) days shall be allowed to maintain such balance and utilize such sick leave in a manner consistent with this Agreement provided that once such accumulated sick leave balance becomes equal to or less than one hundred and twenty (120) days then one hundred and twenty (120) days shall become a maximum number of days to be accumulated by such employee. Employees hired after July 1, 2002 may only accumulate sick leave to a maximum of one hundred and twenty (120) days.
- e) The Board and/or Superintendent or his/her designated representative may request a Doctor's certificate to be presented by any paraprofessional attesting to illness sufficient to keep the paraprofessional from work for five (5) consecutive days or when the employee has received written notification of suspected sick leave abuse. If there exists any reasonable doubt concerning the paraprofessional's illness, the Board or the Superintendent or his/her designee may require such paraprofessional to submit to an examination by an independent Physician acceptable to the paraprofessional and the Board at the Board's expense.
- f) Upon retirement, an employee shall be credited for the period of time corresponding to the amount of sick leave accumulated up to a maximum of 120 days provided that this provision in no way conflicts with any and all retirement provisions under Social Security. Payment for credited accumulated sick leave up to a maximum of 120 days shall be made on a lump sum basis upon retirement. Retirement is defined to mean retirement under Social Security.
- g) Upon the death of an employee, the amount of sick leave time credited to the employee up to a maximum of one hundred twenty (120) days shall be payable to his/her spouse or estate.
- h) Upon layoff of an employee, the amount of sick leave time credited to the employee up to a

maximum of one hundred (100) days shall be paid in a lump sum within one (1) month of the employee's termination date.

### Section 2 – Leave of Absence

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

### Section 3 – Time Allowance for Death

- a) In the event of a death in the immediate family (father, mother, mother-in-law, father-in-law, sister, brother, husband, wife, child, grandparent, grandchild) the number of days leave granted for this purpose shall not exceed five (5) days immediately following the date of death. Reimbursement will only be for working days.
- b) Employees may attend funerals for an aunt, uncle, brother-in-law or sister-in-law. One full day's pay will be granted if the absence occurs on one of the employee's regularly scheduled work days.
- c) If for any reason the funeral is delayed, the employee does not have to take the time off immediately following the death. The time off will be to accommodate the date of the funeral but in no event will the employee be compensated more than the days due if taken immediately following the death.

### Section 4 – Personal Days

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

### Section 5 – Worker's Compensation

- a) In the event an employee covered by this plan is injured in the course of employment and is receiving worker's compensation, commencing after the tenth work day missed he/she shall receive the difference between the worker's compensation pay and his/her regular weekly salary for a maximum of ten (10) weeks, per injury, including any recurrence of the original injury, provided that in no event shall the amount received under this Article 9, Section 5 exceed the employee's actual regular weekly salary.
- b) In addition to existing rights the Employer has or may have to recover Workers' Compensation payment from responsible third parties, the Employer shall have the right to recover any payment made by it to supplement said benefits pursuant to paragraph (a) hereof from such a

responsible party. If the employee recovers a judgment or otherwise settles his/her claim against a responsible third party, the Employer shall be reimbursed by the employee to the extent of the benefits paid by it.

- c) The employee agrees to hold the Union harmless with respect to any liability on the employee's part as above set forth

#### Section 6 – FMLA and Maternity Leave

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

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

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

- B. Employees on a leave of absence without pay will be eligible to continue their health insurance coverage at the group rate. Arrangements to do so must be made in advance with the Department designated to handle such arrangements or the insurance coverage will be terminated.
- C. When an employee returns from an approved leave of absence, their medical insurance shall be reinstated and the City shall pick up coverage on the first day of the first full calendar month after they return.

#### Section 7

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

known to the Union, but in no event less than one (1) calendar week prior to such meetings.

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

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

## **ARTICLE 9A** **OCCASIONAL SICK LEAVE & SHORT TERM DISABILITY**

### **Section 1**

This article shall apply only to employees hired into the bargaining unit on or after July 1, 2006.

### **Section 2**

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

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

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

### **Section 3**

#### **INCOME PROTECTION PLAN**

##### **A. Purpose**

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

## B. Eligibility

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

## C. Short Term Disability

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

## Section 4 - Administration of Sick Leave

- A. The Director of Human Resources and Labor Relations for the Board will forward all requests under this Article to the Director of Human Resources for the City of New Haven, who shall be responsible for the administration of these provisions subject to the authority of the Controller's Office for the City of New Haven.
- B. The Board shall maintain a record for each employee of all sick leave taken, available and/or lost for each calendar year. These records shall be subject to inspection by the Controller's Office and he/she may require periodic reports to be submitted to him/her.
- C. During the effective period of this Agreement, a satisfactory method of informing individual employees of available sick leave in each calendar year shall be established. Such procedure may include either of the following:
  - 1) A record of an employee's available sick leave in the pertinent calendar year shall be submitted to the employee upon his/her request at least once annually.
  - 2) A record of an employee's available sick leave in the pertinent calendar year shall be indicated on the employee's wage stub at established periodic intervals to be determined by the City, but not be less than once annually.

## Section 5

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

**ARTICLE 10**  
**SCHOOL YEAR and HOURS OF WORK**

Section 1

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

Section 2

Changes in the above schedule may be made by the Board in case of emergency and/or liability to meet the minimum state requirements, resulting from unforeseen circumstances and changes in the needs of the community. When the schools are closed because of weather conditions, such days shall be "made up" as needed consistent with the established calendar and as needed to meet minimum state requirements.

Section 3

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

Section 4

Employees are expected to be on the job except for listed holidays and school vacations.

Section 5

The working hours for all bargaining unit members shall be as follows: paraprofessionals shall work a total of six and three-quarter (6.75) hours per day and shall, absent adjustments consistent with the language within this section, report to work fifteen (15) minutes prior to the start of the established student school day and shall complete their workday fifteen (15) minutes after the end of the established student school day for their particular school, with a one-half (1/2) hour duty-free lunch. The established student school day shall be based on the schedule in effect for the school year of each of the particular schools. Administrators are allowed to alter paraprofessional schedules to fit the needs of the school; as long as the six and three-quarter (6.75) hour day is not exceeded. Administrators are also allowed to stagger the schedules of each paraprofessional in his/her building as required by student needs. Should such established schedules change, the Board agrees to negotiate the impact of such change, if any, with the Union.

**ARTICLE 11**  
**GRIEVANCE PROCEDURE**

Section 1

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

It is understood by the parties that the intent of having a grievance procedure is to allow the Department to function in an orderly fashion and as such it is expected that all orders shall be followed by all employees. Should a dispute arise, the employee is expected to carry out his/her

assignment without delay and file his/her complaint in accordance with the procedure outlined in this Article. Failure on the part of an employee to carry out a direct order of a Supervisor will be considered insubordination for which appropriate disciplinary action will be taken.

The Employer and Union desire that all employees in the unit be treated fairly and equitably. It is intended that this grievance procedure will provide a means of resolving complaints and grievances at the lowest level possible and nothing in this Article should be interpreted as discouraging an employee and/or his/her representative from discussing any dissatisfaction, in an informal manner, with his/her immediate Supervisor, higher level supervision, or Department of Personnel representatives. Such discussions will not interfere with the right of any employee to process complaints through the grievance procedure.

## Section 2

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

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

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

## Section 3

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

in this Article may be made by mutual agreement of the parties in writing.

#### Section 4

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

#### Section 5

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

#### Section 6

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

#### Section 7

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

### **ARTICLE 12** **ARBITRATION**

#### Section 1

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

#### Section 2

Requests for arbitration must be in writing and contain the following items: (1) signed approval to arbitrate by the union; (2) the Section(s) believed violated; (3) the relief sought, and (4) a statement of the Union's position. In order that both parties may be fully prepared should a case go to arbitration, it is agreed that neither party may amend the references to the Article and/or Sections believed violated after receipt by the Director of Human Resources and Labor Relations of the letter requesting arbitration.

### Section 3

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

### Section 4

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

### Section 5

The arbitrator(s) selected in accordance with the procedure described in Section 3 of the Article shall conduct a hearing at which the facts and arguments relating to the dispute shall be heard. It is contemplated that the Board and the Union shall mutually agree in writing as to the statement of the matter to be arbitrated prior to any hearing, and if this is done, the Arbitrator shall confine his decision to the particular matter that was specified; in the event of failure of the parties to so agree on a statement of issue to be submitted, the Arbitrator(s) shall decide upon an issue prior to commencing the hearing. In arriving at said issue the arbitrator(s) shall consider the statements of the issue by the respective parties and written statement of the grievance presented to the Director of Human Resources and Labor Relations in the letter requesting arbitration. The arbitrator(s) shall not have jurisdiction to make an award which has the effect of amending, altering, enlarging, or ignoring the provision of the Agreement in effect at the time of the occurrence of the grievance being arbitrated, nor shall the arbitrator have jurisdiction to determine that the parties have amended or supplemented the Agreement, unless this is agreed to as part of the issue to be arbitrated. The arbitrator shall have no authority to consider or rule upon any matter which is stated in this Agreement not to be subject to arbitration, which is not a grievance as defined in Article 11, above, or which is within the Board's or Management's discretion or control, or which is not specifically covered by this Agreement.

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

## **ARTICLE 13** **DISCIPLINARY PROCEDURE**

### Section 1

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

### Section 2

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

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

### Section 3

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

### Section 4

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

### Section 5

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

### Section 6

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

### Section 7

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

## **ARTICLE 14** **NO STRIKE-NO LOCKOUT CLAUSE**

During the term of this Agreement, the Union members, covered hereby, shall not engage in any strike, work stoppage, slowdown, or refusal to work, or mass resignation. Participation in such activity may result in discipline or discharge to the person or persons involved. During the term of this Agreement, the Board agrees that it will not lock out bargaining unit employees.

## ARTICLE 15 WAGES

### Section 1

Each employee shall elect in writing whether he/she wishes to be paid on a twenty-one (21 checks paid during the school year) or twenty-six (26 checks paid during the school year and during the summer) payment schedule. Such election cannot be changed for the duration of the school year. Gross regular pay payroll payments shall be in equal amounts assuming full work days/weeks are worked and such pay shall be made on alternate Fridays except if such day falls on a Holiday then payments shall be made on the previous day. The Board reserves the right to utilize other time keeping systems which will allow for hourly payments or other time and attendance methods in its discretion but the payroll cycle shall remain intact. In the event an employee fails to make the election as specified above, he/she shall be paid on the twenty-one (21) check payment schedule. If an employee wishes to change their pay plan schedule for a future year, they must do so in writing in the spring of the prior school year.

### Section 2

- a) Effective July 1, 2019 salary rates and schedules shall not increase;
- b) Effective July 1, 2020, the salary schedules and red-circle salaries shall increase by 2.4% as reflected in Appendix A. There shall be no step movement in 2020-21;
- c) Effective July 1, 2021, the salary schedules and red-circle salaries shall increase by 2.0% as reflected in Appendix A. Eligible employees shall move up a step effective July 1, 2021;
- d) Effective July 1, 2022, the salary schedules and red-circle salaries shall increase by 2.4% as reflected in Appendix A. There shall be no step movement in 2020-21

### Section 3

The hourly extra duty rates shall be \$14.50 per hour.

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

### Section 4

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

## Section 5

Any paraprofessional certified as a teacher or who otherwise meets State requirements to serve as a substitute teacher (e.g., has a BA degree) and who is assigned to independently perform the duties of substitute teacher for a total of six and three-quarter (6.75) hours in one day will be paid an additional forty-five dollars (\$45) per day. Such amount shall be paid through submission of an extra-service voucher submitted by paraprofessionals at the completion of every work week.

Assignments will be made by the building principal on a rotating basis among all of the paraprofessionals in the building that are certified as a teacher or who otherwise meets State requirements to serve as a substitute teacher.

Individual assignments under this Subsection 5 may last for a period not to exceed ten (10) school days in any calendar month. Any Paraprofessional who after having been in an assignment under this Subsection 5 for a period of ten (10) school days refuses to accept an additional assignment under this Subsection 5 in any calendar month shall not be considered insubordinate nor shall such employee suffer any disciplinary action for such refusal.

## **ARTICLE 16** **MEDICAL AND INSURANCE COVERAGE**

### Section 1

The Board shall cover all employees scheduled to work twenty (20) hours per week or more and their eligible dependents under one of four medical care programs known as the Lumenos High Deductible H.S.A. Plan 2016, the Century Preferred Comp Mix Plan 2016, BlueCare POE 2016 and Century Preferred PPO 2016. Prescription coverage for all four plans shall be as stated on the medical benefits matrix attached as Appendix B. Employees may choose between the medical plans at the time of enrollment and at the time of the annual open enrollment. The plan benefits are outlined in Appendix B to this Agreement. The Department of Human Resources maintains all governing plan documents and applicable riders.

Effective upon the ratification and legislative approval of this agreement, there shall be a required re-enrollment for all bargaining unit members and their eligible dependents, at a schedule established by the City. At this time all members will be required to re-enroll in their choice of the City's offered medical benefit plans pursuant to the regulations prescribed by the Department of Human Resources. Any individual not participating in this re-enrollment will not be eligible for continuation of medical benefits. During the course of this Agreement, the City may require continuing proof of spouse and/or dependent eligibility. New employees shall not be eligible for medical benefits until such time as they provide documentation acceptable to the City of New Haven Department of Human Resources. Subsequent to re-enrollment or enrollment, any changes in dependent or spouse status must be communicated to the City of New Haven Department of Human Resources immediately upon such change taking place. Claims or copay amounts improperly paid shall be promptly reimbursed to the City by the employee.

Members enrolled in the Lumenos plan will be required to open a Health Saving Account at a financial institution of the City's choosing. Each plan year the City will contribute 1/12th of 50% of the annual deductible (i.e., \$1000 per single plan; \$2000 per family plan) to each participant's account on a monthly basis. In addition, participants may also contribute additional funds through payroll deduction on a pre-tax basis to their H.S.A. subject to I.R.S. regulations, which can be used

to cover deductibles and other qualified medical expenses.

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

Effective with the first pay period after the required re-enrollment specified above, employees must contribute a percentage of the cost of his/her health and dental premiums based on the Fully Insured Equivalent rates in effect at the time. These contributions shall be made through bi-weekly payroll deductions as follows:

<b>Year Effective</b>	<b>Lumenos</b>	<b>Comp Mix</b>	<b>Blue Care POE</b>	<b>Century Preferred PPO</b>
July 1, 2019 to June 30, 2020	7%	16%	20%	22%
July 1, 2020 to June 30, 2021	8%	17%	21%	23%
July 1, 2021 to June 30, 2022	8.5%	17.5%	21.5%	23.5%
July 1, 2022 to June 30, 2023	9%	18%	22%	24%

Employees who choose one of the medical plans above shall participate in the City of New Haven Health Incentive Program, a summary of which is attached as part of Appendix B. Employees who do not comply with the requirements of the program shall contribute an additional amount towards the cost of the plan as follows:

<u>Single Coverage</u>	\$50 per month
Two Person	\$75 per month
Family Coverage	\$100 per month

Members whose primary care physician is in the Enhanced Personal health Care Program (EPHC) shall pay a \$15 visit co-pay. While participating in the HIP program is required, participation in the EPHC Program shall be voluntary.

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

## Section 2

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

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

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

### Section 3 – Retiree Coverage

Eligible employees who retire and are eligible and pay for Medicare Parts A and B may continue health insurance (excluding term life insurance) coverage through the City at their own expense. Participants will pay the full cost of the group rate paid by the Board, so long as the employee makes the necessary payments in a timely fashion.

### Section 4

The Board may change insurance carriers; however, the benefits enjoyed under the current plans will not be diminished. The Union will be notified prior to any change and if the Union wishes, the City will fully discuss any changes with them prior to their implementation. If a change of carriers is made, the amount that an employee is contributing for coverage in the program shall not be changed for the duration of this Agreement.

### Section 5

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

### Section 6

All new employees shall serve a probationary period of one hundred twenty (120) working days. Such employees shall be considered at-will employees for the probationary period. However, new employees shall be eligible for health benefits on the first of the month after sixty (60) calendar days of employment. However, they shall not be eligible for personal days or sick days until satisfactorily completing their probationary period. The accrual of sick leave and personal time shall be determined by the employee's original date of hire.

## **ARTICLE 17** **LONGEVITY**

### Section 1

All eligible employees hired prior to June 30, 2011 shall receive in a lump sum payment, no later than the last payday 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. No employee hired after June 30, 2011 shall be entitled to longevity.

Employees with five (5) or more years of continuous service shall receive three hundred twenty five dollars (\$325) in January of each year.

Employees with ten (10) or more years of continuous service shall receive five hundred dollars (\$500) in January of each year.

Employees with fifteen (15) or more years of continuous service shall receive five hundred twenty five dollars (\$525) in January of each year

Employees with twenty (20) or more years of continuous service shall receive five hundred seventy five dollars (\$575) in January of each year.

## Section 2

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

## **ARTICLE 18** **EDUCATIONAL INCENTIVE**

- a) Effective September 1, 1980 any current employee who earns an Associate's Degree from an accredited college or university or who has earned an Associate's Degree from an accredited college or university since they have been hired will receive one hundred dollars (\$100) annually paid in a lump sum in January each year commencing in January 1981. This Article will not pertain to those employees who had an Associate's Degree when they were hired.
- b) Paraprofessionals earning college credits after July 1, 1989 shall receive a lump sum in January of each year commencing January 1990 at the following rates:
  - Fifteen (15) semester hours \$100.00
  - Thirty (30) semester hours \$200.00
  - Forty-five (45) semester hours \$300.00
  - Sixty (60) semester hours \$400.00
- c) Paraprofessionals earning a Bachelor's Degree shall receive one thousand dollars (\$1,000) annually paid in a lump sum in January of each year commencing January of 1990. Paraprofessionals who presently have a Bachelor's Degree, and were not given credit on the salary schedule for same when they were hired, are eligible to receive the \$1,000 lump sum.
- d) For formal workshops that employees attend, they will receive credits and or certificates at the completion of the formal workshops.

## **ARTICLE 19** **PRIOR PRACTICE**

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

**ARTICLE 20**  
**RESIDENCY**

There shall be no residency requirements.

**ARTICLE 21**  
**SUPERVISOR PERFORMING BARGAINING UNIT WORK**

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

**ARTICLE 22**  
**MISCELLANEOUS**

**Section 1**

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

**Section 2**

If at any time during the life of this agreement a system for direct deposit of paychecks is implemented by the Board of Education, all employees of the bargaining unit shall have the opportunity to participate on a voluntary basis. Notwithstanding the foregoing, employees hired after the ratification of the 2015-2019 Agreement by the Board of Aldermen shall be required to enroll in direct deposit of their paychecks.

**ARTICLE 23**  
**DEFINED CONTRIBUTION PLAN**

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

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

**ARTICLE 24**  
**COVERAGE**

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

**ARTICLE 25**  
**SUBSTANCE ABUSE POLICY**

**Section 1: Purposes**

The purposes of this policy are as follows:

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

**Section 2: Definitions**

- A. Alcohol or Alcoholic Beverages – means the intoxicating agent in beverage alcohol, ethyl alcohol or other low molecular weight alcohol, including methyl and isopropyl alcohol
- B. Drug – means any substance (other than alcohol) capable of altering the mood, perception, pain level or judgment of the individual consuming it.
- C. Prescribed Drug – means any substance prescribed for the individual consuming it by a licensed medical practitioner.
- D. Illegal Drug – means any drug or controlled substance, the sale possession or consumption of which is illegal.
- E. Ranking Supervisor – means any supervisory employee who is the employee’s immediate supervisor in the chain of command, or the Department Head or his/her designee.
- F. Employee Assistance Program – means Employee Assistance Program provided by the City of New Haven or any agency/entity with whom the City has contracted to provide said program.
- G. Union President – means President of Local 884, Council 4, AFSCME, AFL-CIO or his designee.
- H. Refusal to Submit to Drug Testing – The refusal by an employee to submit to a drug or alcohol screening test required under this Article 27 will result in the employee’s immediate suspension without pay and subsequent disciplinary action, which may include dismissal from the City.

### Section 3: Testing Based Upon Reasonable Suspicion

- A. Purpose: This section is intended to specify the methods to be used by the City when an employee's conduct, behavior, demeanor or statements have created reasonable suspicion that he or she has engaged in "substance abuse." Substance abuse is defined for purposes of this section as the ingestion of an illegal drug or the abuse of alcohol or of a legally prescribed drug.
- B. Voluntary Disclosure and Employee Assistance:
1. An employee who has completed his or her initial probationary period with the City and has engaged in substance abuse and voluntarily discloses this issue to his/her Department Head and requests treatment and rehabilitative assistance shall be given assistance under the City's Employee Assistance Program. Access of this type shall be limited to two occasions, provided that he or she has not previously failed to comply with the requirements of the program during a prior enrollment. An employee referred to the program shall not be disciplined for the substance abuse disclosed. However, failure to comply with the terms of this program shall subject the employee to discipline.
  2. Any employee who returns to employment following completion of a program under the Employee Assistance Program shall be subject to follow-up testing as determined by the EAP provider.
- C. Basis for Testing: The testing authorized under this policy shall be preceded by a determination by a supervisor that the conduct, behavior, demeanor or statements of the employee have given that supervisor "reasonable suspicion" that the employee has engaged in substance abuse.
- D. Preservation of Rights: This policy does not constitute a waiver of the rights of members of the bargaining unit regarding drug testing protection provided by United States or Connecticut Constitution or statutes.
- E. Preliminary Determination of Reasonable Suspicion of Substance Abuse:
1. An order to undergo a test pursuant to this agreement shall be based on preliminary and final determinations of reasonable suspicion of substance abuse by designated supervisors. A supervisor shall base his or her preliminary determination on facts regarding the conduct, behavior, demeanor and statements of the employee observed by that supervisor or reliably and speedily reported to him or her. This preliminary determination shall be followed by a final determination by a second supervisor who must confirm the preliminary determination in order for testing to be ordered.
  2. Designated supervisors shall be the Department Head, Deputy Department Head and any supervisor acting in the capacity of the Department Head or Deputy Department Head. The City shall provide training for such designated supervisors, but the lack of such training of a particular supervisor shall not prevent his or her determination of reasonable suspicion of substance abuse, unless the lack of training is shown to have undermined the reliability of the determination.
- F. Order to Undergo Test:
1. When a designated supervisor makes a determination based on reasonable suspicion and

that determination is confirmed by a second supervisor, the employee shall be informed of this preliminary determination and shall be immediately relieved of duty. The employee shall be entitled to Weingarten representation rights by a bargaining unit representative.

2. Following the determination, the employee shall be directed to immediately report to the designated testing facility. It is expected that the test will be administered within two (2) hours following the determination.
3. The employee shall be entitled to Weingarten representation during the sample production process.

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

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

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

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

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

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

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

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

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

#### Section 4: Random Testing

- A. Random testing pursuant to the City of New Haven's CDL Policy shall continue for all affected workers. The parties recognize that industry standards may change during the life of the CDL policy. Any such changes shall be negotiated pursuant to the requirements of MERA.
- B. Any expansion of random testing beyond the CDL Policy shall only be initiated pursuant to an amendment to this policy.

#### Section 5: Post-Accident Testing

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

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

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

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

#### Section 6: Return to Duty Testing

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

needs in resolving drug and/or alcohol problems.

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

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

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

#### Section 7: Alcoholic Beverages

- A. No alcoholic beverages will be brought onto City premises, or consumed while on City premises. The Department will invoke appropriate disciplinary action for any violations.
- B. Drinking or being under the influence of alcoholic beverages while on duty is cause for discipline.

#### Section 8: Prescription Drugs

- A. No prescription drug shall be brought upon City premises by any employee other than the employee (or members of the employee's immediate family) for whom the drug is prescribed by a licensed medical practitioner, and shall be used only in the manner, combination and quantity prescribed.
- B. Where the employee has been informed that the use of a prescribed drug may pose a risk to the employee or others, the employee shall so advise his/her Department Head or Deputy Department Head.

#### Section 9: Illegal Drugs

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

## Section 10: Procedures

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

- A. An employee shall report to his place of assignment fit and able to perform his required duties and shall not by any improper act render himself unfit for duty.

STEP 1: Any Supervisor who has cause to suspect that an employee is under the influence of alcohol, drugs or chemicals shall immediately relieve said employee from duty with pay in order to protect said employee, fellow employees and the public from harm. Supervisors shall receive training by certified drug and alcohol experts on how to detect and process substance abuse cases.

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

STEP 3: The Department Head, or in his absence, the ranking supervisor shall interview the employee concerning alleged alcohol or controlled substance abuse. Such interview shall be conducted in order to document the reasons and observations of the interviewers and to ascertain from the employee any recent use of prescribed drugs or non-prescribed drugs, or any indirect exposure to drugs that may result in a positive test.

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

- a) The employee may resign or retire, if eligible, without penalty or prejudice.
- b) The employee can claim that he/she is not under the influence of alcohol or illegal drugs.
  1. If there is no criminal investigation pending, the employee can admit there is cause for reasonable suspicion of alleged alcohol or substance abuse, and shall, within 24 hours, enroll in an Employee Assistance program (EAP).

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

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

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

## **TESTING PROCEDURES**

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## What are the testing procedures for drugs?

All drug testing will be done from urine specimens collected under highly controlled conditions at the following location: St. Raphael's Occupational Health & Rehabilitation Services at 789- 3530. The person collecting the urine sample will be the same gender as the employee submitting the sample. The collection site will be secured to prevent any tampering or switching of samples. The City reserves the right to change and/or add providers.

When the employee has submitted a specimen, the collection person will determine whether there is a sufficient amount of urine for testing. If there is not enough, the employee may be asked to drink fluids and wait until the employee is able to provide a sufficient amount of urine to test. The urine collected from each employee will be divided into two different sample containers. This is known as a split specimen collection. The person collecting the specimen will divide the specimen into the two containers in the presence of the employee and will label both accordingly. The employee must ensure that the split samples are both accurately marked with the correct identification.

The primary sample is then tested for the presence of drugs, while the second or "split" sample is stored in a secured, refrigerated location. The initial test is the immunoassay test, which screens the sample for usage of the five (5) classes of drugs. The second test is a confirmation test. The labs that perform the tests must be certified by the Federal Department of Health & Human Services.

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

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

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

If the results of the initial test are negative, the testing laboratory will so advise the Medical Review Officer (MRO). The MRO is a licensed physician not employed by the testing laboratory who interprets the drug test results. The MRO's role includes making determinations that other factors besides drugs may be affecting a particular test result, and the MRO may conduct sessions with individual employees to learn more about their medical histories and other factors which might influence a test result.

If the results of the initial test exceed the test levels for any of the eleven (11) drug/drug classes, a second (confirmation) test is performed. This test is done differently by using gas chromatography/mass spectrometry techniques. Only specimens that are confirmed positive on the second or confirmatory test are reported positive to the Medical Review Officer for review and analysis.

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

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

### **What are the testing procedures for alcohol?**

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

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

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

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

alcohol test is completed; the employee must sign the testing form and be provided with a copy.

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

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

## **ARTICLE 26** **EVALUATION AND DEVELOPMENT**

### **Section 1**

The New Haven Board of Education and Local 3429, Council 4, AFSCME, AFL-CIO agree to establish a committee, composed of four members appointed by the Board and four members appointed by the Union, to review the current evaluation system for Paraprofessionals. The Committee shall commence its work in the first week in September 1, 2020, and recommendations of the Committee may be adopted by mutual agreement. Should the Committee not complete its work or should the recommendation of the Committee not result in mutual agreement to make revisions to Article 27 by March 1, 2021, the Board reserves the right to implement an evaluation system.

## **ARTICLE 27** **DURATION AND CONTRACT RENEWAL**

### **Section 1**

The duration of this Contract shall extend from July 1, 2019 through June 30, 2023 and until a subsequent Contract is negotiated and becomes effective, subject to any retroactive provisions agreed upon in a subsequent Contract.

### **Section 2**

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

### **Section 3**

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

Section 4

Negotiations for a new Contract shall commence on or about January 1, 2023.

IN WITNESS WHEREOF, the parties have caused their names to be signed on this \_\_\_\_ day of \_\_\_\_\_, 2020.

New Haven Board of Education

Local 3429, Council 4, AFSCME, AFL-CIO

By: \_\_\_\_\_  
Yesenia Rivera  
President

By: \_\_\_\_\_  
Hyclis Williams  
President

By: \_\_\_\_\_  
Earl Jackson

By: \_\_\_\_\_  
Hilda Holness

By: \_\_\_\_\_  
Mildred Maebry

By: \_\_\_\_\_  
Dyann Monroe

By: \_\_\_\_\_  
Ann Marie LaFogg

By: \_\_\_\_\_  
Albert Alston

By: \_\_\_\_\_  
Emily Demicco  
Staff Representative

**APPENDIX A  
Paraprofessional Salary Schedules**

<b>Group I Assistant Teacher (10 Month) - Position Titles</b>		
Assistant Teacher	Outreach Worker	Project Concern
Busing Assistant Handicapped - (1/2 time)	Parent Advisor	Psychological Assistant
Community Relations Worker	Parent School Liaison Assistant	Resource Service
Community Work Assistant	Physically Handicapped	School Safety & Control Worker
Home Visitor	Pre-Kindergarten	Social Services Assistant
Learning Laboratory	Pre-School Handicapped	Special Assistant to Project Concern
Library	Pre-School Hearing Impaired	Teacher/Instructional
Monitoral	Pre-School Work Assistant	

<b>Step</b>	<b>2019-20</b>	<b>2020-21</b>	<b>2021-22</b>	<b>2022-23</b>
1	\$22,313	\$22,849	\$22,849	\$23,397
2	\$23,771	\$24,342	\$24,342	\$24,926
3	\$25,243	\$25,849	\$25,849	\$26,469
4	\$28,370	\$29,051	\$29,632	\$30,343

<b>Group II Parent Liaison (10 Month) - Position Titles</b>		
Attendance Worker	Parent Coordinator	Student Retention Specialist
Curriculum Assistant	Parent Liaison Worker	Unit Assistant
Family Advocate	Reach Associates	

	<b>2019-20</b>	<b>2020-21</b>	<b>2021-22</b>	<b>2022-23</b>
<b>Salary Rates</b>	\$33,798	\$34,609	\$35,301	\$36,148

<b>Group III Head Start Teacher (10 Month)</b>		
Head Start Teacher	Head Teacher/Early Learn. Ctr	Head Teacher School Readiness

<b>Step</b>	<b>2019-20</b>	<b>2020-21</b>	<b>2021-22</b>	<b>2022-23</b>
1	\$38,918	\$39,852	\$39,852	\$40,808
2	\$42,125	\$43,136	\$43,999	\$45,055

**RED CIRCLE POSITIONS**  
(Employees red-circled as of 1-1-17)

	<b>2019-20</b>	<b>2020-21</b>	<b>2021-22</b>	<b>2022-23</b>
Student Retention Specialist (Group 1)	\$34,098	\$34,916	\$35,614	\$36,469
Student Retention Specialist (Group 2)	\$35,299	\$36,146	\$36,869	\$37,754
Outreach Worker	\$34,098	\$34,916	\$35,614	\$36,469
Attendance Worker	\$33,072	\$33,866	\$34,543	\$35,372

**APPENDIX B - MEDICAL BENEFIT PLAN MATRIX & PRESCRIPTION DRUG COVERAGE**

<b>Local 3429 - Paraprofessionals Matrix - Effective 7/1/17</b>				
<b>Benefit</b>	<b>Century Preferred PPO-2016</b>	<b>Bluecare POE-2016</b>	<b>Century Preferred Comp Mix-2016</b>	<b>Lumenos HDHP-2016 with H.S.A.</b>
<b>Cost Shares</b>	In Network services subject to copays	In Network Services Only	In Network Deductible-\$750/1500	\$2,000 Ind /\$4,000 family shared in and out of network
	Out-of- Network services subject to deductible and coinsurance Copay-\$15 EPHC PCP Other PCP provider \$25 \$30 Specialist OV	Subject to Copays  Copay-\$15 EPHC PCP Other PCP provider \$25 \$30 Specialist OV	Coinsurance-20% up to 2000/4000 Out of pocket maximum	covered at <b>90%</b> after deductible in network covered at 60% after deductible out of network
	\$150 Emergency Room/Ambulatory Services \$100/Urgent Care \$100  \$200 Outpatient Surgery, \$250 Hospital Admission \$75 High Cost Diagnostic up to \$375 maximum Lifetime Max. In/Out Network-Unlimited	\$150 Emergency Room/Ambulatory Services \$100/Urgent Care \$100  \$200 Outpatient Surgery, \$250 Hospital Admission \$75 High Cost Diagnostic up to \$375 maximum Lifetime Maximum In Network-Unlimited	<b>Following Services Deductible Waived-</b>  Copay-\$15 EPHC PCP Other PCP provider \$25 \$30 Specialist OV  \$150 Emergency Room/Urgent Care \$100  \$75 High Cost Diagnostic up to \$375 maximum Lifetime Max. In/Out Network-Unlimited	<b>\$4,000/\$8,000 cost share maximum in network</b>  <b>(As of July 1, 2016 no one member of a family plan will have out of pocket cost exceeding \$6850)</b>  <b>\$6,000/\$12,000 cost share maximum out of network</b> Lifetime Max. In/Out Network-Unlimited
<b>Out of Network Benefit</b>				
	OON Network Deductible-\$2000/4000  Coinsurance-20% Out of Pocket Maximum-\$6000/\$12000 Lifetime Max. In/Out Network-Unlimited	No Out of Network Benefits Members Must Use the Bluecare Provider Network to Receive Payment on Services Lifetime Maximum for In network Services is Unlimited	OON Network Deductible-\$2000/4000  Coinsurance-60%/40% Out of Pocket Maximum-\$6000/\$12,000 Lifetime Max. In/Out Network-Unlimited	OON Network Deductible shared with In network-\$2000/4000  Coinsurance-60%/40% Out of Pocket Maximum-\$10,000/\$20,000 Lifetime Max. In/Out Network-Unlimited
<b>Out of State Benefit</b>				
	Uses the National Network and Bluecard PPO	Out of State Benefits are Covered Only in an Emergency or Urgent Situation	Uses the National Network and Bluecard PPO	Uses the National Network and Bluecard PPO
<b>In State Network</b>				
	Uses the Cent Preferred PPO Network for In Network Services Benefits for any other providers would be an Out of Network Benefit	Members Must Use the Bluecare POE Provider Network to Receive Payment on Services	Uses the Cent Preferred PPO Network for In-Network Services Benefits for any other providers would be an Out of Network Benefit	Uses the Cent Preferred PPO Network for In-Network Services Benefits for any other providers would be an Out of Network Benefit
<b>PREVENTIVE CARE</b>	<b>All Preventive services are provided in accordance with guidelines established by Health Care Reform</b>	<b>All Preventive services are provided in accordance with guidelines established by Health Care Reform</b>	<b>All Preventive services are provided in accordance with guidelines established by Health Care Reform</b>	<b>All Preventive services are provided in accordance with guidelines established by Health Care Reform</b>
<b>Pediatric</b>	No Copay 7 exams Birth to One 7 exams 1-5 years 5 -22 years-Preventative exams allowed once a year	No Copay 7 exams Birth to One 7 exams 1-5 years 5 -22 years-Preventative exams allowed once a year	No Copay 7 exams Birth to One 7 exams 1-5 years 5 -22 years-Preventative exams allowed once a year	Deductible Waived-No Copay 7 exams Birth to One 7 exams 1-5 years 5 -22 years-Preventative exams allowed once a year
<b>Adult</b>	No Copay 22 and over-Preventative exams allowed once a year	No Copay 22 and over-Preventative exams allowed once a year	No Copay 22 and over-Preventative exams allowed once a year	Deductible Waived-No Copay 22 and over-Preventative exams allowed once a year

**Local 3429 - Paraprofessionals Matrix - Effective 7/1/17**

Benefit	Century Preferred PPO-2016	Bluecare POE-2016	Century Preferred Comp Mix-2016	Lumenos HDHP-2016 with H.S.A.
<b>Immunizations</b>	Per Healthcare Reform guidelines			
<b>Gynecological / Obstetrics</b>	\$0 Copay for annual exam \$30 Copay Maternity-First Visit Only	\$0 Copay for annual exam \$30 Copay Maternity-First Visit Only	\$0 Copay for annual exam \$30 Copay Maternity-First Visit Only	Deductible waived-\$0 Copay for annual exam 10% after deductible for maternity
<b>Mammography</b>	Age 35-39 Base Line Screening 40 and over once a year (Add'l Exams Available if Recommended by Doctor)	Age 35-39 Base Line Screening 40 and over once a year (Add'l Exams Available if Recommended by Doctor)	Age 35-39 Base Line Screening 40 and over once a year (Add'l Exams Available if Recommended by Doctor)	Age 35-39 Base Line Screening 40 and over once a year (Add'l Exams Available if Recommended by Doctor)
<b>Hearing</b>	No Copay (once every 2 calendar years)			
<b>Vision-(See also BVV rider fact sheet for additional vision benefits)</b>	No Copay (once every 2 calendar years)	No Copay (once every 2 calendar years)	No Copay (once a every 2 calendar years)	No Copay (once every 2 calendar years)  Deductible Waived
<b>MEDICAL SERVICES</b>				
	<b>PCP Designation-Members must designate a PCP for subscribers and dependents</b>	<b>PCP Designation-Members must designate a PCP for subscribers and dependents</b>	<b>PCP Designation-Members must designate a PCP for subscribers and dependents</b>	<b>PCP Designation-Members must designate a PCP for subscribers and dependents</b>
<b>Medical office visits</b>	\$15 Copay EPHC PCP \$25 Other PCP Provider \$30 Specialist	\$15 Copay EPHC PCP \$25 Other PCP Provider \$30 Specialist	\$15 Copay EPHC PCP \$25 Other PCP Provider \$30 Specialist	10% after deductible up to out of pocket maximum
<b>EPHC (Enhanced Personal Healthcare Providers)-These providers have committed to providing enhanced care in terms of managing your overall health</b>				
<b>Physical or Occupational Therapy</b>	\$30 Copay 30 Combined Visits for pt, ot st 20 visit for chiro-prior auth is required on pt/ot	\$30 Copay 30 Combined Visits for pt, ot st 20 visit for chiro-prior auth is required on pt/ot	\$30 Copay 30 Combined Visits for pt, ot st 20 visit for chiro-Prior auth required on pt/ot	10% after deductible 60 Combined Visits for pt, ot st 12 visit for chiro-prior auth is required on pt/ot
<b>Speech Therapy</b>	\$30 Copay 30 Combined Visits for pt, ot st 20 visit for chiro-prior auth is required on pt/ot	\$30 Copay 30 Combined Visits for pt, ot st 20 visit for chiro-prior auth is required on pt/ot	\$30 Copay 30 Combined Visits for pt, ot st 20 visit for chiro-prior auth is required on pt/ot	10% after deductible 60 Combined Visits for pt, ot st 12 visit for chiro-prior auth is required on pt/ot
<b>Chiropractic Services</b>	\$30 Copay 30 Combined Visits for pt, ot st 20 visit for chiro-prior auth is required on pt/ot	\$30 Copay 30 Combined Visits for pt, ot st 20 visit for chiro-prior auth is required on pt/ot	\$30 Copay 30 Combined Visits for pt, ot st 20 visit for chiro-prior auth is required on pt/ot	10% after deductible 60 Combined Visits for pt, ot st 12 visit for chiro-prior auth is required on pt/ot
<b>Allergy Services</b>	\$30 Copay 80 visits in 3 years	\$30 Copay 80 visits in 3 years	\$30 Copay for office visit Injections-20% after deductible 80 visits in 3 years	20% after deductible up to out of pocket maximum unlimited

**Local 3429 - Paraprofessionals Matrix - Effective 7/1/17**

Benefit	Century Preferred PPO-2016	Bluecare POE-2016	Century Preferred Comp Mix-2016	Lumenos HDHP-2016 with H.S.A.
<b>Diagnostic, Lab &amp; X-ray</b>	Covered High Cost Diagnostic (MRI, MRA, CAT, CTA, PET, Spect) requires prior auth and a \$75 copay per service up to a \$375 calendar year maximum	Covered High Cost Diagnostic (MRI, MRA, CAT, CTA, PET, Spect) requires prior auth and a \$75 copay per service up to a \$375 calendar year maximum	20% after deductible up to out of pocket maximum High Cost Diagnostic (MRI, MRA, CAT, CTA, PET, Spect) requires prior auth and a \$75 copay per service up to a \$375 calendar year maximum	20% after deductible up to out of pocket maximum
<b>Outpatient Mental Health &amp; Substance Abuse</b>	\$25 Copay Unlimited Visits Prior auth required	\$25 Copay Unlimited Visits Prior auth required	\$25 Copay Unlimited Visits Prior auth required	10% after deductible up to out of pocket maximum Unlimited Visits Prior auth required
<b>EMERGENCY CARE</b>				
<b>Emergency Room</b>	\$150 Copay (waived if admitted)	\$150 Copay (waived if admitted)	\$150 Copay (waived if admitted)	10% after deductible up to out of pocket maximum
<b>Urgent Care</b>	\$100 Copay	\$100 Copay	\$100 Copay	10% after deductible up to out of pocket maximum
<b>Walk-In Centers</b>	\$25 Copay	\$25 Copay	\$25 Copay	10% after deductible up to out of pocket maximum
<b>Ambulance</b>	Unlimited for Land and Air	Unlimited for Land and Air	20% after deductible in or out of network	10% after deductible up to out of pocket maximum
<b>INPATIENT HOSPITAL-</b>				
<b>Inpatient-General / Medical / Surgical / Maternity (Semi-Private)</b>	All Hospital Admissions Require Pre-Cert \$250 Per Admission Copay	All Hospital Admissions Require Pre-Cert \$250 Per Admission Copay	All Hospital Admission Require Pre-Cert 20% after deductible up to the out of pocket maximum	All Hospital Admissions Require Pre-Cert 10% after deductible up to out of pocket maximum
<b>Ancillary Services- Medications and Supplies</b>	Covered	Covered	20% after deductible up to the out of pocket maximum	10% after deductible up to out of pocket maximum
<b>Mental Health</b>	\$250 Copay Per Admission Copay Unlimited Days	\$250 Copay Per Admission Copay Unlimited Days	20% after deductible up to the out of pocket maximum Unlimited Days	10% after deductible up to out of pocket maximum Unlimited Days
<b>Substance Abuse</b>	\$250 Per Admission Copay Unlimited Days	\$250 Per Admission Copay Unlimited Days	20% after deductible up to the out of pocket maximum Unlimited Days	10% after deductible up to out of pocket maximum Unlimited Days
<b>Rehabilitative Services</b>	\$250 Per Admission Copay 60 Days Per Calendar Year	\$250 Per Admission Copay 60 Days Per Calendar Year	20% after deductible up to the out of pocket maximum 60 Days Per Calendar Year	10% after deductible up to out of pocket maximum 100 Days Per Calendar Year
<b>Skilled Nursing Facility</b>	\$250 Per Admission Copay 120 Days Per calendar Year	\$250 Per Admission Copay 120 Days Per calendar Year	20% after deductible up to the out of pocket maximum 120 Days Per calendar Year	10% after deductible up to out of pocket maximum 100 Days Per Calendar Year

<b>Local 3429 - Paraprofessionals Matrix - Effective 7/1/17</b>				
<b>Benefit</b>	<b>Century Preferred PPO-2016</b>	<b>Bluecare POE-2016</b>	<b>Century Preferred Comp Mix-2016</b>	<b>Lumenos HDHP-2016 with H.S.A.</b>
<b>Outpatient Surgery (Facility Charges)</b>	Prior Authorization Required \$200 Copay Ambulatory surgery - \$100	Prior Authorization Required \$200 Copay Ambulatory surgery- \$100	Prior Authorization Required 20% after deductible up to the out of pocket maximum	Prior Authorization Required 10% after deductible up to out of pocket maximum
<b>Pre-Admission Testing</b>	Covered	Covered	20% after deductible up to out of pocket maximum	10% after deductible up to out of pocket maximum
<b>Diagnostic Lab &amp; X-Ray</b>	Covered High Cost Diagnostic (MRI, MRA, CAT, CTA, PET, Spect) requires prior auth and a \$75 copay per service up to a \$375 calendar year maximum	Covered High Cost Diagnostic (MRI, MRA, CAT, CTA, PET, Spect) requires prior auth and a \$75 copay per service up to a \$375 calendar year maximum	20% after deductible up to out of pocket maximum High Cost Diagnostic (MRI, MRA, CAT, CTA, PET, Spect) requires prior auth and a \$75 copay per service up to a \$375 calendar year maximum	Prior Authorization Required 10% after deductible up to out of pocket maximum
<b>OTHER SERVICES</b>				
<b>Durable Medical Equipment (Including Prosthetics)</b>	Covered at 100%	Covered at 100%	20% after deductible up to out of pocket maximum	10% after deductible up to out of pocket maximum
<b>Home Health Care</b>	Covered 200 Visits OON-\$50 Deductible & 20% Coinsurance	Covered 200 Visits	20%, Deductible waived up to the out of pocket maximum	20% after deductible up to out of pocket maximum 100 Days Per Calendar Year
<b>Hospice</b>	Covered	Covered	20% after deductible up to the out of pocket maximum	10% after deductible up to out of pocket maximum
<b>Acupuncture</b>	\$30 Copay	\$30 Copay	20% after deductible up to the out of pocket maximum	10% after deductible up to out of pocket maximum
<b>Orthotics</b>	Not Covered	Not Covered	Not Covered	Not Covered
<b>TMJ</b>	Not Covered	Not Covered	Not Covered	Not Covered
<b>Gastric Bypass</b>	Covered	Covered	20% after deductible up to the out of pocket maximum	10% after deductible up to out of pocket maximum
<b>Infertility</b>	\$30 Office Visit Copay State Mandate Level-Prior Auth required Some Restrictions May Apply	\$30 Office Visit Copay State Mandate Level-Prior Auth required Some Restrictions May Apply	20% after deductible up to the out of pocket maximum State Mandate Level-Prior Auth required Some Restrictions May Apply	10% after deductible up to out of pocket maximum State Mandate Level-Prior Auth required Some Restrictions May Apply

**Local 3429 - Paraprofessionals Matrix - Effective 7/1/17**

Benefit	Century Preferred PPO-2016	Bluecare POE-2016	Century Preferred Comp Mix-2016	Lumenos HDHP-2016 with H.S.A.
<b>Prescriptions</b>				
Generics	\$5	\$5	\$5	\$5
Formulary Brand	\$30	\$30	\$30	\$30
Non-formulary Brand	\$50	\$50	\$50	\$50
Mail Order (up to 90 day supply)				
Generic	\$10	\$10	\$10	\$10
Formulary Brand	\$60	\$60	\$60	\$60
Non-formulary Brand	\$100	\$100	\$100	\$100
	Mandatory Mail Order Mandatory Generic Step Therapy Prior Authorization Quantity Limits			
Mandatory Specialty	With Half Fill program			



## City of New Haven Preventive Health Program

### Objective

The City of New Haven is seeking to develop an employee incentive program that encourages their member population to obtain appropriate preventive care screenings, recommended by age and gender, in an effort to promote healthier lifestyles and enable members and providers to identify potential health issues that may impact the quality of life for the member and require immediate treatment planning.

### Overview of Program

#### A. PCP Designation

Members must designate a PCP for self and spouse\*

- a. EPHC PCPs provide member with lower office visit copay
- b. Non-EPHC PCPs: Standard member copay amount

*\*Please note, PCP designation can be entered on the application at the time of enrollment in the members health plan option*

#### B. Preventive Health Measures

Members are encouraged to comply with specific preventive health measures:

<u>Preventive Screening/Service</u>	<u>Age/Gender</u>	<u>Frequency</u>
Preventive Screening	18 +; Male and Female	Annual
Glucose Screening	18+ Male and Female	Annual
Cervical Cancer Screening	21 + Female	Every 3 years
Dental Cleaning	All ages; Male and Female	Annual
Breast Cancer Screening	40+; Female	Baseline at age 40
Colorectal Cancer Screening	50+; Male and Female	Baseline at age 50
Prostate Cancer (PSA)	50+; Male	Baseline at age 50

#### C. Chronic Health Conditions Compliance

Members with the following chronic health conditions who are identified to participate in Anthem's ConditionCare disease management program, must actively participate in program:

- Asthma
- Diabetes
- COPD
- CAD
- Heart Failure

## **HIP PROGRAM DETAILS**

Under the Health Incentive Plan (HIP) the member will be required to:

1. Designate a PCP, each covered individual will have to identify a doctor as their personal physician with Anthem.
2. Have the recommended preventative screenings and/or physical examination with a physician as is age and gender appropriate
  - Annual Biometric screenings, BMI, glucose, blood pressure & cholesterol (for most members this is part of the annual physical)
  - Cervical cancer screening for females over 21 every 3 years
  - Baseline mammogram for females over 40
  - Baseline colonoscopy for all after 50
  - Prostate screening for males over 50
  - At least one routine dental checkup and cleaning annually
3. Chronic Health Compliance – members who have been identified with certain chronic health conditions must participate in the ConditionCare Disease Management program. Compliance is based solely on participation, for example, does the member take the phone call from the nurse case manager who will monitor medication usage and the like. It is not based on any clinical outcome.
4. More particularly, members are identified based on clinical data by Anthem, and then they are contacted by a case manager from Anthem, who reviews their treatment and medication, etc. to help insure they are managing their condition properly. Please note that ConditionCare is already part of your plan today. Members with these diseases are already being contacted. All the HIP does is require them to take the phone call and interact with the case manager and not ignore the call as happens today.
5. Tracking Compliance – Compliance will be tracked on a calendar year basis, then it will take several months to contact those not in compliance before instituting the penalty payment the following July 1<sup>st</sup>. It will work as follows:
6. Assuming this contract is settled and effective July 1, 2017, the Board would not actually begin tracking HIP compliance until calendar year 2018. The Board will receive data from Anthem in February of 2019 for the previous calendar year and contact all those not in compliance. They would then have until June to get in compliance or furnish documentation that they were already in compliance.

Those that do not would begin paying the additional monthly medical deduction in July of 2019. They will pay that additional fee for each month they remain non-

compliant; as soon as they are in compliance, however, the additional fee will be removed.

7. The penalty will be an additional monthly charge for medical of Single \$50, Two Person \$75 and Family \$100. It does not matter how many items you are in non-compliance on, one or more, the penalty is the same. The member can appeal the penalty. More importantly, they will have to have been notified several times in writing prior to any penalty being implemented. The Board will review for compliance annually on a calendar year basis. Any penalties will not be assessed until the following July 1<sup>st</sup>.

**No member will ever be fined for following the advice of their doctor. The ConditionCare program and the nurse case manager are only involved to reinforce what the doctor is advising, not replace it.**

