

THE CITY OF NEW HAVEN

AND

THE NEW HAVEN POLICE UNION

LOCAL 530, AND COUNCIL 15, AFSCME, AFL-CIO

JULY 1, 2008 – JUNE 30, 2011

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PREAMBLE

This Agreement entered into by the City of New Haven, hereinafter referred to as the City, and the New Haven Police Union Local 530, and Council 15 of the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the City and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences, and establishment of rates of pay, hours of work, working privileges or benefits or any other matters that come within the general meaning of the terms, working conditions or conditions of employment, as provided for in the Municipal Employee Relations Act of the State of Connecticut.

The parties agree that all Memorandums of Understanding, Labor Stipulations, Memorandums of Agreements and/or similar documents that were in existence prior to the ratification of this agreement have either been incorporated into this agreement or have been deemed void.

ARTICLE 1 - Recognition

Section 1

The City recognizes the Union as the sole and exclusive bargaining agent for all full time and permanent investigatory and uniformed members of the Police Department up to and including the rank of Major ("employees" or "bargaining unit members" or "members" or "Police Officers").

New hires and laterally transferred police officers shall be considered bargaining unit employees upon entry into the police academy or upon appointment. New hires shall be considered to be on probation through the successful completion of their Field Training Officer program. Laterally transferred police officers shall be considered to be on probation for ninety (90) working days.

Excluded from the bargaining unit are the Assistant Chief and the Chief. The following positions may be filled with civilians or with bargaining unit members: Records Clerks, the Training Coordinator and the Superintendent of Vehicles. The following positions shall be filled by civilians: dispatch supervisors, dispatchers, auto mechanics, building maintenance employees, detail room employees, dispatch assistants, printers, property and evidence room employees, superintendent of maintenance, supply clerks and the position of chief Fiscal Officer within the Police Department.

ARTICLE 2 - Union Security And Dues Deductions

Section 1

Effective within thirty (30) days of the signing of this Agreement, all present bargaining unit employees shall either become members of the Union or shall arrange to pay the Union a monthly service fee in lieu of Union dues, as a condition of employment.

Upon the successful completion of the minimum mandated State training and certification, all new employees shall either join the Union or pay a monthly service fee as a condition of employment. Mandated training and certification shall include local training (which at present is eighty [80] hours). Said service fee shall be determined by the Union, and shall represent the employee's fair share of the cost of administering and negotiating a collective bargaining agreement. However, in no event shall the monthly service fee be greater than the monthly dues for union members.

If an employee fails to comply with this Article the Union shall certify through a written affidavit to the Director of Labor Relations that said employee has not paid the required Union dues and/or service fee. The Director of Labor Relations shall take appropriate action to terminate the employee within 30 days from the date of receipt of the written affidavit.

Section 2

The City agrees to deduct Union dues or service fees from the pay of employees who give written authorization to the City's Controller for such deductions and transmit dues collected to the authorized Union officer designated in writing to the Controller of the City of New Haven by the President and Treasurer of the Union, so long as this authorization is validly in effect and not revoked by the employee.

Section 3

Deduction shall be made no later than the second pay check of each month. If an employee who is absent on account of sickness, leave of absence, or for any other reason has no earnings due him or her during said deduction period, no deductions will be made from that employee for that period. The Union will arrange collection of dues or service fees in such instances directly from the employee.

Section 4

When an employee does not have sufficient money due him or her after deductions have been made for pension, social security, garnishments, or any other deductions authorized by the employee or required by law, Union dues or service fees for the deduction period will be collected by the Union directly from the employee.

Section 5

It is agreed that when a member is returned to the payroll of the City, the City shall reactivate the deduction of his or her dues or service fee.

Section 6

The Union agrees to save the City harmless from any action growing out of this Article and commenced by any employee or other person against the City, and assumes full responsibility for the disposition of the funds so deducted once they have been turned over to the authorized responsible Union Official.

ARTICLE 3 - Grievance Procedure

Section 1 Purpose

The purpose of the grievance procedure shall be to settle employee grievances on as low an administrative level as is possible and practicable, so as to insure efficiency and employee morale.

Section 2 Definition

A grievance shall be considered to be a dispute between an employee and/or the Union and the City, and/or any of its agents, servants, employees, officials, boards or commissions concerning the interpretation and application of any of the provisions of this Agreement, including the discharge, suspension, demotion or other discipline of an employee.

Probationary employees shall have full rights to the contractual grievance procedure except in cases of termination from employment in which case probationary employees shall have no right to arbitration.

Section 3 Procedure

Any employee may use this grievance procedure with or without Union assistance. In the event that an employee is aggrieved, he or she shall, prior to initiating a grievance at STEP ONE, discuss the subject of his or her aggrievement with the head of his or her division and a Union representative within fifteen (15) days after the event giving rise to the grievance, or within fifteen (15) days of when the employee would reasonably have had knowledge of the occurrence giving rise to the grievance. No such discussion shall be conducted in the absence of a Union representative. No grievance settlement made as a result of an individually processed grievance shall contravene the provisions of this Agreement.

Step One: If the Union and/or any employee claims to be aggrieved by the action or inaction of the City and/or of its agents, servants, employees, officials, boards or commissions, either must submit the grievance in writing to the Chief of Police or his or her designee within fifteen (15) days after when the Union and/or employee would reasonably have had knowledge of the occurrence giving rise to the grievance, or within fifteen (15) days after the discussion with the Division Head, referred to above, whichever is later. The Chief or his or her designee shall set up a meeting between the parties within ten (10) days and shall answer the grievance, in writing, within ten (10) days after receipt of said grievance, setting forth his or her decision.

Step Two: If the employee and/or the Union are not satisfied with the decision at Step One of the grievance procedure, either must submit the grievance to the Director of Labor Relations or his or her designee within ten (10) days after receipt of the decision rendered by the Board grievance committee. The Director of Labor Relations, or his or her designee, shall render his or her decision in writing within ten (10) days after he or she has met and discussed the grievance with the Union. The grievance hearing at Step Two must be held within thirty (30) days of receipt of the grievance by the Director of Labor Relations.

Step Three: If the decision of the Director of Labor Relations is not satisfactory to the Union or the employee, the Union may submit the matter to the Connecticut Board of Mediation and Arbitration or the American Arbitration Association with a copy to the Director of Labor Relations within fifteen (15) days after receipt of said decision. Within thirty (30) working days after receipt of the Union's submission to arbitration the City may, up to a limit of five (5) cases per calendar year, remove any case filed to the Connecticut State Board of Mediation and Arbitration to the American Arbitration Association. The decision of the Arbitrator(s) shall be final and binding with respect to the employee, the Union, the City, its agents, servants, employees, officials, and its boards and commissions.

Section 4

The Union and the City, on behalf of themselves and their agents, servants, employees, officials, boards and commissions, hereby empower and confer upon the Connecticut Board of Mediation and Arbitration and the American Arbitration Association Arbitrator the following powers and authority:

(a) To interpret and apply the provisions of this Agreement.

(b) In grievances involving the discharge or other discipline of an employee, to conduct a de novo hearing, in accordance with the rules of said Board or Association for the purpose of determining whether said discharge or discipline was for just cause, as required by Article 4 hereof, and, in connection therewith, to uphold, rescind, reverse or modify the discharge or discipline of any employee by the City or any of its agents, servants, employees, boards or commissions. Grievances concerning the discharge or other discipline of an employee are hereby acknowledged to be disputes concerning the interpretation and application of the provisions of this Agreement, including but not limited to Article 4 hereof, and to that end the parties agree that in such matters, said Arbitrator(s) is specifically empowered to receive evidence of alleged misconduct by the employee involved, as well as any defense, denial, or other evidence controverting or concerning such allegation, or relating thereto, or in mitigation thereof for the purpose of interpreting and applying the provisions of this Agreement, including but not limited to, the provisions of Article 4 hereof.

(c) To award the grievance and/or the Union a remedy if it sustains the grievance.

(d) The Arbitrator(s) jurisdiction to make an award shall be limited by the submission and confined to the interpretation and/or application of the provisions of this Agreement. The Arbitrator(s) shall not have the jurisdiction to make an award which has the effect of amending, altering, enlarging or ignoring the provisions of this Agreement in effect at the time of the occurrence of the grievance being arbitrated, nor shall the Arbitrator(s) have jurisdiction to

determine that the parties have amended or supplemented this Agreement, unless such amendment and/or supplemental agreement has, in fact, been made.

(e) In addition to the above, either party may elect to use the expedited arbitration procedures, in accordance with the rules and regulations of the Connecticut Board of Mediation and Arbitration, for any grievances involving disciplinary actions of less than a five (5) day suspension without pay and/or any grievances concerning the interpretation and application of routine contractual issues and provisions.

Section 5

If any of the decisions to be rendered by the City or its agents in Steps 1-5 above are not rendered within the time limitations specified herein, said grievance shall pass to the next step.

Section 6

Time extensions beyond those stipulated in this grievance procedure may be arrived at by the written mutual agreement of the parties concerned.

Section 7

Either party shall have the right to employ a public stenographer or use a mechanical recording device at any step in this procedure.

Section 8

If a grievance is not submitted and/or appealed within the prescribed time limits herein above, said grievance shall be deemed settled.

ARTICLE 4 - Discharge And Discipline

Section 1

No employee shall be discharged, suspended, demoted or disciplined in any other manner except for just cause.

Section 2

A grievance concerning the discharge or other discipline of an employee shall be deemed to be a dispute over the interpretation and application of this Article and the Arbitrator(s) is specifically authorized to determine whether the facts of such a case constitute just cause.

Section 3

The Chief shall have the power to suspend, without pay, any employee, provided, however, that no such suspension shall be continued for a period of more than fifteen (15) days without affirmative action of the Board of Police Commissioners, which action shall not be taken until after a hearing upon charges preferred in writing.

Section 4

Discipline other than that described in Section 3 shall be awarded only by the Board of Police Commissioners after notice to the employee, a hearing and finding of just cause. At all such hearings, all witnesses shall be sworn and the employee shall have the right to representation of his or her choice, provided that the employee shall be solely responsible for the cost of such representation, unless the services of the Union attorney are utilized. Such hearings shall be closed to the public, including the press, unless the employee requests a public hearing. The employee and the Union shall be notified in writing of the decision rendered by said Arbitrator(s).

Employees (exclusive of the Officer charged) who are required to attend such hearings as witnesses when off duty shall be compensated for such appearance by receiving straight time pay for all hours while in attendance at the hearing.

Section 5

Whenever an Internal Affairs Investigation and/or a Civilian Complaint is made against a member or group of members of the Department relating to his or her or their conduct as an Officer, or the manner in which such Officer discharges his or her duties and such complaint results in a hearing or inquiry, said member shall be entitled to be represented by the Union attorney, a Union representative or an attorney of his or her own choosing at his or her own expense.

Section 6

Any grievance brought in connection with the actions of the Chief and/or Board of Police Commissioners concerning the disciplining of a Police Officer shall be immediately instituted in writing within fifteen (15) days with the Director of Labor Relations at Step Two of Article 3, Grievance Procedure.

Section 7

(A) All verbal and written warnings and reprimands shall be removed from the employee's personnel file, in accordance with existing State law, after a period of one (1) year if there has been no similar reoccurrences of the infraction and the employee has a good work record. (There shall be no right to grieve verbal warnings, written warnings or reprimands unless they are used as the basis for further discipline.)

(B) All other disciplinary actions (i.e., suspensions) shall be removed from the employee's personnel file, in accordance with existing State law, after a period of three (3) years if there has been no reoccurrences of the infraction and the employee has a good work record.

(C) After the removal of an employee's disciplinary record, as prescribed above, the Union agrees to withdraw such discipline from any grievance and/or arbitration proceedings.

(D) Whenever any disciplinary and/or adverse information is placed in an employee's personnel file, said employee shall be immediately informed of such.

ARTICLE 5 - Longevity

Section 1

(a) Employees who have completed five (5) years of service but less than ten (10) years of service shall be eligible for longevity payment of one-half percent (.5%) of base salary of top grade Police Officer.

(b) Employees who have completed ten (10) years, but less than fifteen (15) years of continuous service shall be eligible for longevity payment three quarters percent (.75%) of base salary of top grade Police Officer.

(c) Employees who have completed fifteen (15) years, but less than twenty (20) years of continuous service shall be eligible for longevity payment of eighty-eight one hundredths of a percent (.88%) of base salary of top grade Police Officer.

(d) Employees who have completed twenty (20) or more years of continuous service shall be eligible for longevity payment of one percent (1%) of base salary of top grade Police Officer.

Section 2

Longevity payments, in the amounts specified in Section 1 above, shall be made in a lump sum on the last payroll date in January, and such lump sum shall be the amount due each eligible employee for the immediately preceding calendar year.

Section 3

An employee who leaves the Department for other employment, or is discharged, or otherwise released from the Department for disciplinary reasons shall not be eligible for longevity payments for the calendar year in which he leaves. Any member who is otherwise eligible and retires shall receive longevity payments for the calendar year in which he or she retires.

Section 4

For the purpose of determining initial longevity eligibility under this Article, an employee must have completed five, ten, fifteen, twenty or more years of continuous service on or before December 31 in any calendar year.

ARTICLE 6 - Sick Leave

Section 1

Sick leave shall be considered to be the absence from duty with pay for the following reasons:

- (a) Illness or injury, except where directly traceable to employment by an employer other than the City of New Haven.
- (b) When the employee is required to undergo medical, optical or dental treatment and only when this cannot be accomplished on off-duty hours.
- (c) When the serious illness of a member of the employee's immediate family requires him or her personally to attend to the sick person. It is agreed that the immediate family is the employee's spouse and children.

Section 2

Employees may be absent from duty without loss of sick time and with pay for the following reasons:

- (a) If the employee loses time because of sickness for which he or she is entitled to compensation under the Workers' Compensation Act, he or she shall receive benefits equal to normal full pay for the period of the disability, with the City making up the difference in the amount of such compensation received and the normal amount of weekly pay.
- (b) If an employee loses time because of an injury sustained in the line of duty for which he or she is entitled to compensation under the Workers' Compensation Act, he or she shall receive benefits equal to normal full pay for that period of disability with the City making up the difference in the amount of such compensation received and the normal amount of weekly pay.
- (c) When an employee in the performances of his or her duty, is exposed to a contagious disease, and contracts this disease.
- (d) In addition to existing rights the City has or may have to recover Workers' Compensation payments from responsible third parties, the City shall have the right to recover any payment made by it to supplement said benefits pursuant to this Section, from such a responsible third party. If the employee recovers a judgment or otherwise settles his or her claim against a responsible third party, the City shall be reimbursed by the employee to the extent of the benefits paid by it under this Section.

Section 3 Sick Leave Allowance

- (a) Sick leave allowance shall be earned by each employee at the rate of one and one-quarter (1-1/4) working days for each calendar month of service, the total of which shall not exceed fifteen (15) working days in any twelve months.

(b) Sick leave earned in any month of service shall be available at any time during any subsequent month.

(c) No sick leave with pay in excess of the leave accumulated to any employee's credit may be used unless authorized in advance by the Chief of Police. Such authorization shall not exceed one year's sick leave allowance.

Section 4 Sick Leave Accumulation

(a) All unused sick leave of any employee during continuous employment may be accumulated up to a maximum of one hundred fifty (150) working days. Any sick leave accumulated over one hundred fifty (150) days shall be credited in a unit wide Sick Leave Bank to be managed as specified in Section 8 below.

(b) No credit towards accumulated sick leave shall be granted for time worked by an employee in excess of his or her normal work week.

(c) Sick leave shall continue to accumulate during leaves of absence with pay and during the time an employee is on authorized sick leave, injury leave, or vacation time.

(d) Sick leave shall not continue to accumulate during leaves of absence without pay or when an employee is on suspension without pay.

Section 5 Medical Certificate

A medical certificate, acceptable to the Chief, is required:

(a) For any period of absence consisting of more than three (3) consecutive working days.

(b) When it is reasonably presumed that a member of the immediate family is suffering from a contagious disease which may endanger the health of other employees of the Department.

(c) For frequent or habitual absence from duty, and when there is reasonable cause for requiring such certificate.

(d) Whenever a member is off-duty on sick leave under the provisions of subsection (c) of Section 1 of this Article, a certificate from the attending physician shall be acceptable.

Section 6 Redemption of Accumulated Sick Leave at Retirement or Death

(a) Employees who are retired under either of the Department Pension Plans who have a minimum of twenty five (25) years or twenty (20) years after January 1, 1990 of service or who retires with a service-connected disability shall be paid a lump sum of money that is equal to the number of sick days due such employee, times the prevailing day rate of pay received by such employee on the date of such retirement up to a maximum of one hundred twenty (120) days.

Payment under this Section shall be made as soon as practicable, but in no event shall payment be made later than the last day of the first full month following the date of retirement.

(b) Upon the death of an employee, the amount of sick leave time due such employee shall be payable to his or her survivors in the same manner as provided for in (a) of this Section.

(c) Employees who retire on a vested retirement benefit shall have their terminal leave pay prorated at the rate of four percent (4%) of his or her accumulated sick leave days, up to a maximum of one hundred twenty (120) days for each complete year of service and an additional one percent (1%) for each three (3) month period of service of less than a complete year.

(d) Upon the death of an employee, the amount of sick leave time due such employee shall be payable to his or her survivors in the same manner as provided for in (a) of this Section.

Section 7 Sick Leave Records

The Department shall maintain a record for each employee of all sick leave taken and accumulated.

Section 8

The parties mutually agree that there shall be established a Sick Leave Bank Committee for the purposes of determining the appropriate circumstances when the use of days contributed to the Sick Leave Bank may be allocated to a given employee. The Committee shall be comprised as follows:

Two (2) persons designated by the Chief of the Department and two (2) persons designated by the Union President and the Union President.

A seventy five percent (75%) favorable recommendation shall be required to advance days to an individual employee. Decision of this Committee shall be on a case-by-case basis and shall be without precedent. Said Committee shall also have the right to have additional days collected for an employee if the Sick Leave Bank doesn't have an adequate balance of Sick Time, or in extreme circumstances which the Committee feels that individual collecting for Sick Leave is warranted.

Section 9 Perfect Attendance

Any employee who does not invoke sick leave within a six (6) month period as hereinafter defined shall be paid a lump sum of one hundred twenty-five dollars (\$125.00) but not added to pension or subject to any deductions. The time periods for measuring perfect attendance shall be January 1st to June 30th and July 1st to December 31st and payment shall be made no later than July 31st and January 31st respectively.

For the purposes of this Section, the sick leave computations for the entire Department shall be based on those figures maintained by the City.

Employees who are out on injury leave with a work connected injury shall be eligible for the perfect attendance payment.

Section 10

When any employee has accumulated the total of one hundred fifty (150) days of sick leave, and, thereafter, he or she has not used any sick leave for six (6) months, said employee shall be entitled to one (1) perfect attendance day. No more than two (2) employees shall be entitled to take perfect attendance leave on any one shift. Selection of perfect attendance days shall be made on each shift and in the event that there is a conflict in the selection of a perfect attendance day, the conflict shall be resolved by the perfect attendance day being granted to the employee with the greater seniority.

Section 11 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 State of Connecticut statutory allotted weeks of FMLA leave during a twelve (12) month period in accordance with the FMLA. Any accumulated paid leave time (sick, vacation and personal) must be exhausted first in situations where the leave being taken by the employee is for his/her own illness or the illness of a family member and is covered by the FMLA; however, employees taking FMLA for the birth of or adoption/foster care placement of a child shall have the option to use or not use accumulated sick days as part of the FMLA leave. Employees may continue to use accrued sick leave beyond the FMLA Leave period pursuant to this Article. A medical certificate acceptable to the City shall be required for FMLA leave situations. Nothing herein shall constitute a waiver of the just cause provision of the Collective Bargaining Agreement for employees who remain out of work beyond the FMLA Leave Period. Paid time off for Worker’s Compensation shall not be considered FMLA Leave Period.
- B) While on paid FMLA leave only, employees shall continue to accumulate sick leave days. Employees on any leave without pay (including unpaid FMLA leave) shall not continue to accumulate sick leave. However, the continuity of employment shall be preserved for purposes of vacation and longevity entitlement and other benefits based upon time in service.
- C) Employees on leave of absence without pay (not including suspended employees) 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. However, employees on FMLA leave (paid or unpaid) or suspended employees shall have their health insurance coverage maintained during such leave on the same terms as if they had continued to work. Provided, if the employee fails to return to work, the employee shall be liable for the retroactive premium payments in accordance with the FMLA.
- D) When an employee returns from an approved leave of absence, their medical insurance shall be reinstated and the City shall pick up coverage on the first day of the first full calendar month after they return.
- E) Pregnant employees are entitled, at their request, to be immediately removed from field duties. Such employees shall be assigned and shall be entitled to continue working for so long a time as the employee’s physician believes that she is physically fit to perform her

Section 12 – Fitness for Duty

When the Chief of the Department or the Board of Police Commissioners determines that an employee is unable to perform the essential functions of a police officer, a fitness for duty exam may be ordered, providing the following procedures are followed:

- a. The Union shall be notified of the employee who is subject to the exam;
- b. The Union shall be notified in writing of the reason(s) for ordering such exam;
- c. Employees ordered to submit to a fitness for duty exam shall be compensated in accordance with this Agreement;
- d. The cost of such exam shall be paid through the medical coverage plan provided under this Agreement;
- e. The employee shall be supplied a copy of the results of the exam.

ARTICLE 7 - Funeral Leave

Section 1

Special leave, with pay, of no less than three (3) working days, commencing on the date of death, shall be granted to an employee in the event of the death of his or her:

Spouse	Sister
Father	Brother
Mother	Child
Mother-in-law	Father-in-law
Grandfather	Grandmother
Grandchild	Relative domiciled in the employee's household

The special leave between the date of death and the date of the funeral exceed four (4) working days. The City recognizes, however, that religious beliefs and/or other extenuating circumstances may require that additional time between the date of death and the date of the funeral be allowed. Such additional unpaid time may be granted at the sole discretion of the Chief whose decisions shall not be subject to the grievance procedure.

Section 2

Special leave of one working day with pay for the purpose of attending the wake or funeral at the employee's option, shall be granted employees in the bargaining unit in the event of the death of his or her:

Sister-in-law	Brother-in-law
Uncle	Aunt
Spouse's Grandfather	Spouse's Grandmother

ARTICLE 8 - Uniforms And Clothing Allowance

Section 1

Members of any plainclothes division, superintendents or employees who work continuously on a plainclothes assignment for at least 90 days shall be given a clothing allowance at the rate of one thousand four hundred dollars (\$1,400) per annum.

Section 2

Payment of clothing allowance shall be administered as follows:

(a) Clothing allowance shall be paid in the amount referred to in Section 1 of this Article, and shall be paid in lump sum during the month of July, for the life of this Agreement.

(b) Such allowance shall be earned on a pro-rata basis of 1/12 of the total amount of such allowance as set forth in this Agreement. Such 1/12 shall be credited to each eligible employee every month.

(c) Employees entitled to such clothing allowance, and who leave the division prior to the last pay day in June, shall receive, within 30 days from the effective date of their leaving such division, an allowance on a pro-rata basis as described in Item (b) of this Section. Provided, however, any employee leaving said division on or after the fifteenth day of the month, shall be entitled to a full credit of 1/12 for that month.

(d) Eligibility for the annual clothing allowance shall be determined by reference to the City's fiscal year July 1 to June 30.

Section 3

The City shall reimburse members for loss or damage to clothing and/or personal property suffered in the performance of duty provided same is not the result of his or her own negligence. Such claim for loss must be supported with reasonable proof of loss and of value of the clothing and/or property, and shall be subject to Charter provisions pertaining to the processing of such claims. While on-duty employees are strongly urged not to have on or about their persons any personnel effects (such as jewelry, expensive watches, etc.), the Board of Police Commissioners shall entertain applications for the repair or replacement of personal effects damaged or destroyed in the line of duty on a replacement basis (i.e. trade-in) up to the amount of two hundred fifty dollars (\$250.00). The decision of the Board shall be final.

Section 4

Uniformed personnel, beginning in their third year of service, shall be provided with articles of uniform and equipment every other fiscal year in the following amount and manner (allowance shall be provided in the first and second but not the third year of service). Members not desiring their full allotment of uniform shall advise the Department of the items not desired.

In the event an employee has sufficient quantity of clothing in one area, he or she may select an item(s) of equal value in another area.

- (a) 2 long sleeve and 2 short sleeve shirts annually.
- (b) 1 summer and 1 winter cap annually.
- (c) 1 blouse as needed. Such need to be determined by departmental inspection.
- (d) 3 pairs of trousers annually (summer or winter - any combination).
- (e) 1 raincoat and hat cover as needed. Such need to be determined by departmental inspection.
- (f) 1 new combination coat - summer/winter coat. Such need to be determined by departmental inspection.
- (g) 1 pair of winter gloves and 3 ties annually.
- (h) Service weapon, ammunition, holster, belts, etc., as needed.
- (i) Sweaters as needed. Such need to be determined by departmental inspection.

Section 5

(a) Employees assigned to two-wheel motorcycle patrol duty, or mounted duty, upon appointment to such duty, two pairs of boots; and each year thereafter one pair of such boots will be replaced on an "as needed" and exchange basis. In addition, said employees shall be issued a helmet, and in lieu of Item (f) listed in Section 4 of this Article, an appropriate jacket and gloves, both of which shall be replaced as needed. The need for replacement of the items referred to herein shall be determined by departmental inspection.

(b) (1) Employees assigned to Mounted Patrol Unit shall receive, upon appointment to such duty, two (2) pairs of riding boots. These boots shall be uniform and identical and either stock or custom fit to accommodate.

(2) Additionally, each Mounted Patrol Unit employee shall be issued an appropriate riding helmet, to be replaced on an "as needed" and exchange basis.

Section 6

In the event that a disagreement arises regarding the replacement of clothing as indicated in Sections 3 and 4 above, the matter will be resolved in an informal discussion between an authorized Union representative and an aide designated by the Chief of the Department.

Section 7

Members of the Department who perform their duties in work clothing, shall receive the following clothing allowances:

- 3 pairs of trousers annually.
- 3 short sleeve shirts annually.
- 1 mid-season jacket as needed. Such need to be determined by departmental inspection.
- 1 winter jacket as needed. Such need to be determined by departmental inspection.
- Appropriate rain gear as needed. Such need to be determined by departmental inspection.

Section 8

Uniforms and police equipment damaged or destroyed in the line of duty shall be repaired or replaced by the City on a replacement basis (i.e. trade-in).

Section 9

The summer cap provided for in Item (b) of Section 4, shall be the standard police cap, but with a mesh top, and short-sleeve, open-neck summer shirts shall be provided for Lieutenants and Captains.

Section 10

All items listed in this Article shall be exchanged and/or replaced annually in accordance with the schedule set forth herein above to the extent possible.

Those members failing to report to be measured for uniform articles, as per a pre-determined schedule, without a valid excuse, shall waive their right to these articles until their next scheduled allotment.

The Department shall be responsible for issuing two advance announcements of the schedule date(s). The first announcement shall be issued four weeks in advance and the second announcement to be one week in advance and both announcements shall be conveyed to the employees by way of memo attached to the pay checks.

Section 11

Recruits shall receive an initial uniform issuance consisting of six (6) shirts (3 long-sleeve and 3 short-sleeve) and 4 pairs of trousers (any combination of summer and winter) in lieu of Items (a) and (d) of Section 4. The uniform allotment required by this Section shall only be applicable to the initial uniform issuance to recruits.

Section 12

A. Effective upon the signing of this Agreement, the City shall commence with the implementation of providing and paying for a bullet proof vest for any employee who desires to have one. Such employee shall be mandated to wear the City bought vest when performing uniform duties, including extra duty. An employee may also elect to buy his/her own bullet proof vest, in which case the usage of such shall be discretionary.

B. The Department shall promulgate a work-rule policy on the issuance, training, inspection, care, maintenance and use of bullet proof vests. Said policy shall have the approval of the Union before implementation of such.

Section 13

Employees assigned to the Bicycle Patrol shall receive, upon appointment to such assignment, the following items:

- five (5) pairs of bicycle patrol pant combination (summer/winter);
- two (2) pairs of bicycle patrol shorts; and
- five (5) bicycle patrol shirt combination (long sleeve/short sleeve).

Each year thereafter the following items will be replaced on an "as needed" and exchange basis:

- One (1) patrol jacket with liner;
- One (1) high visibility rain coat;
- One (1) pair of bicycle patrol shoes;
- One (1) bicycle helmet;
- One (1) pair of bicycle gloves (summer); and
- One (1) pair of bicycle gloves (winter).

The need for replacement of the items referred to above shall be determined by departmental inspection.

ARTICLE 9 - Holidays

Section 1

In accordance with the City's 1994 conversion to a new holiday schedule, effective upon ratification of the Agreement the following holidays shall be granted to all members in the form of compensatory time off as provided for hereinafter:

New Year's Day	Fourth of July
Martin Luther King's Birthday	Labor Day
President's Day	Columbus Day
Good Friday	Veteran's Day
Memorial Day	Thanksgiving Day
Flag Day	Christmas Day

Sections 1 through 4 of this Article shall apply to all employees who are not working the 5-2, 5-3 work schedule as specified in Article 13, Section 1 (c); Section 5 of this Article shall apply to all employees; Section 6 of this Article shall apply to those as specified therein.

Section 2

Employees shall be afforded such time off within thirty (30) days of the date of the holiday, and such time off shall be in conjunction with such employee's regular days off. However, should an employee desire such time off other than in conjunction with his or her regular days off, such may be permitted with the approval of the Department.

Section 3

Employees entitled to a compensatory day off, shall, if required to work on any such holiday, be granted another compensatory day off. Employees afforded such time off will be granted such time off, as soon as practicable, and if possible, in conjunction with such member's regular days off.

Section 4

Employees who are off duty on any of the approved holidays by reason of sick leave, vacation, regular days off or other approved leave, shall receive a compensatory time off day.

Section 5

(a) Whenever an employee retires, and such employee has holiday time due him or her, he or she shall be paid a lump sum of money that is equal to the number of days due him or her times the prevailing day rate of the pay received by such employee at the time of retirement.

(b) In the event that termination results from death, any sum of money that is due the employee shall be paid to said employee's survivor.

Section 6

All employees working the 5-2, 5-3 work schedule as specified in Article 13, Section 1 (b), shall be entitled to six (6) C Days in the form of compensatory time off, with pay, to be taken within the time period provided below:

- 1 - C Day between January 1st and February 28th or 29th
- 1 - C Day between March 1st and April 30th
- 1 - C Day between May 1st and June 30th
- 1 - C Day between July 1st and August 31st
- 1 - C Day between September 1st and October 31st
- 1 - C Day between November 1st and December 31st

Effective upon signing, one (1) additional "C" Day to total seven (7) C Days per calendar year.

Such C Days shall be scheduled in the same manner as the procedure for scheduling H Days for those employees covered by Sections 1 through 4 of this Article.

Section 7

In the event that the number of employees who request a holiday or c day as defined under this section compromises the activities of a Department or a Division due to the number of individuals requesting a particular day, the Department or Division may deny the request in order to not disrupt the normal activities in such Department or Division. In such circumstances of conflict, seniority by shift (A, B, C, D and E) shall prevail.

ARTICLE 10 - Overtime

Section 1

All overtime shall be paid at time and one-half (1-1/2) for all hours worked, or any portion thereof, in excess of eight (8) hours per day or the employee's scheduled work week. For purposes of this Article the straight-time hourly rate shall be computed by dividing by 1,950 hours the annual base rate of pay.

When an employee is sick or injured for his or her regularly scheduled department tour of duty, then that employee will not be eligible or ordered-in for an overtime assignment until eight (8) hours after their regular scheduled department tour of duty would have been completed had they worked.

Section 2

Employees required to work on their day(s) off shall be paid not less than four (4) hours pay at time and one-half; provided, however, that when an employee voluntarily accepts an overtime assignment consisting of a work period other than the shifts established in Article 13, and such overtime assignments extend over two different calendar days, both of which are his or her normal days off, said employee shall be paid at the rate of time and one-half the hours actually worked, or a minimum of eight hours pay at time and one-half, whichever is greater. For the purpose of this Section, a day off shall be an entire 24-hour period commencing at Midnight, during which the employee is not scheduled for a tour of duty. This provision shall not apply to personnel required to report for duty on the 11 p.m. to 7 a.m. shift on the evening of their second day off, nor shall it apply to personnel on the 4 p.m. to Midnight shift who may be required to work beyond Midnight and into their regular day off when such overtime is necessary for the completion of investigation that originated prior to Midnight or for any assignment requiring additional manpower which was unanticipated by the Department. This Section shall not apply to work assignments related to states of emergency if so declared by the Mayor.

Section 3

Employees who may be required to return to duty to perform overtime duties on a regular working day, and when such hours are not continuous with the initial or terminal hour of the regular shift hours, shall be paid not less than two (2) hours pay at time and one-half. For the purpose of this provision, a regular working day shall be an entire 24-hour period, commencing at Midnight, during which the employee is scheduled for a regular tour of duty. This provision shall include personnel on the 11 p.m. to 7 a.m. shift.

Section 4

Overtime pay shall not be subject to the minimum hour provisions when such overtime results from extending a tour of duty on any shift to properly complete an investigation or work assignment.

Section 5

All employees taking part in departmental training programs shall not receive overtime rates for overtime resulting from such participation. However, such employee shall receive compensatory time off, at time and one-half, for such overtime. The Chief, or his/her designee, shall be given written notification a minimum of seventy-two (72) hours in advance of any request to take compensatory time off on a Sunday.

In the event that the number of employees who request compensatory time defined under this section compromises the activities of a Department or a Division due to the number of individuals requesting a particular day, the Department or Division may deny the request in order to not disrupt the normal activities in such Department or Division. In such circumstances of conflict, seniority shall prevail. The creation of overtime shall not be a valid reason to deny a request for compensatory time.

Section 6

(a) Overtime which results from other employees being absent from duty shall be distributed as equally as practicable among qualified employees within each segment in which the absence occurred. In addition, with respect to the Investigative Services Unit, such distribution shall be distributed within the specific Investigative Services Unit in which the absence(s) occurred. Inequities in any one week shall be rectified at the next overtime opportunity, and as subsequent overtime opportunities become available, if necessary.

(b) Employees who are excused from such overtime assignments shall be charged with the overtime for purposes of equalizing the distribution.

(c) When absences occur and the Department elects to fill the vacancies created by such absences, such vacancies shall be filled with members of the same rank in the uniform segment in which the absence occurred or with members of the same rank from the specific Investigative Services Unit in which the absence occurred; provided that nothing contained in this Agreement shall be construed as requiring the Department to fill such a vacancy with an employee who is thereby entitled to overtime pay or as prohibiting the Department from reassigning an employee previously assigned to a "relief" slot to perform the work affected by the absence; provided further, however, that no more than five (5) such reassignments from relief slots shall be made during any single work shift (Squads A, B, C and/or D).

The bargaining unit shall be considered as being comprised of two segments, the uniformed segment and the non-uniformed segment. A vacancy in the uniformed segment shall be filled by an employee normally assigned to the uniformed segment and a vacancy in the non-uniformed segment shall be filled by an employee normally assigned to the non-uniformed segment. For these purposes, the "uniformed segment" shall be comprised of the patrol division, the training division, communications, records, the armorer, the metro unit and the detail room and the "non-uniformed segment" shall be comprised of the remainder of the bargaining unit. Overtime for all qualified non-uniformed employees shall be equally distributed within the specific Investigative Services Unit in which he/she is assigned to. The Department shall maintain an overtime distribution list which shall be made available to the Union upon request.

(d) When absences occur in the positions occupied by supervisory personnel of the uniform segment and the Department elects to fill the vacancies created by such absences, such vacancies shall be filled with supervisory employees of any rank from the uniform segment in which the absence occurred.

When absences occur in the positions occupied by supervisory personnel within a specific Investigative Services Unit and the Department elects to fill the vacancies created by such absences, such vacancies shall be filled with qualified supervisory employees of any rank from the specific Unit in which the absence occurred.

Section 7

When employees are required to work overtime, overtime shall be given to volunteers first. If no employee wishes to stay for the overtime, then employees shall be ordered to work overtime in inverse order of seniority (least senior first, etc.).

Section 8

Whenever an employee of the Department is required to appear in any court or administrative proceeding, and for such time necessary for trial preparation therein, he or she shall be paid in the following manner:

- a. At time and a half with a two (2) hour minimum if the appearance and/or preparation takes place during a scheduled work day when the employee is not on his or her regular shift; and
- b. At time and a half with four (4) hour minimum if the appearance and/or preparation takes place on his or her day off.

The only exception to the above is when the employee is a defendant in a court proceeding or is called upon as a witness by the City of New Haven in an arbitration hearing. In such cases, he or she shall be paid at time and a half on an hour by hour basis when the appearance and/or preparation takes place on his or her day(s) off/time off. Absent specific unforeseen circumstances, the City of New Haven shall not require the attendance of an employee for preparation purposes on his or her day(s) off. Furthermore, nothing contained herein shall conflict with the provisions set forth in Article 4 - Discharge and Discipline, Section 4 concerning employee(s) required to attend disciplinary hearings in front of the Board of Police Commissioners. Any employee required by the Union to attend an arbitration hearing or a court proceeding as a witness shall receive no payment for such appearance.

In all matters concerning this Section, the Department reserves the right to change an employee's shift to accommodate his/her appearance in court or at an arbitration hearing.

The employee shall have a Clerk of the Court time stamp the times of the employee's arrival at and departure from the courthouse on a form provided by the employer. With respect to trial preparation and arbitration preparation and attendance at such hearing, the arrival and departure times shall be authenticated by the appropriate City official in charge of the trial preparation and/or the arbitration hearing on said form.

Section 9

Employees shall immediately notify the supervisory official of their day off or time off status whenever ordered by that supervisory official to work while on such day or time off status.

ARTICLE 11 - Vacations

Section 1

Employees shall be granted time off, with pay, for vacation according to the following schedule:

After one (1) year continuous service	10 working days
After five (5) years continuous service	15 working days
After ten (10) years continuous service	20 working days
After twenty (20) years continuous service	25 working days
After twenty one (21) years continuous service	26 working days
After twenty two (22) years continuous service	27 working days
After twenty three (23) years continuous service	28 working days
After twenty four (24) years continuous service	29 working days
After twenty five (25) years continuous service	30 working days

Section 2

The vacation period shall be between January 1st and December 31st of each year and each employee shall be afforded the opportunity to be off on vacation within the calendar year.

Section 3

Vacation selections forms shall be distributed to the employees not later than September 1st of the year immediately preceding the calendar year in which the vacation will be taken. Vacation selections forms shall be completed and returned to the proper Department official not later than September 30th and any employee failing to return the form by this date will forfeit vacation choice by seniority for that year. The Department shall compile the choices of the members and post a copy of the vacation schedule showing employees names and the vacation periods allotted not later than November 1st.

Section 4

Departmental seniority shall prevail in the selection of vacation periods. Competitive bidding shall, however, be on a Divisional basis with the members of the given Division being awarded their vacation preferences on the basis of the relative departmental seniority of the members of the Division. In the event that the number of employees desiring a given vacation period would result in an excessive number being scheduled off from a given squad, employees desiring the vacation period in question shall be given preference based on their departmental seniority within the Squad affected.

Section 5

Vacation time must be taken in at least one (1) consecutive two (2) week period. Members entitled to more than two weeks of vacation may take up to 10 single vacation days. No more than five (5) single vacation days may be taken in the first half of the calendar year (January – June) and no more than five (5) single vacation days may be taken in the second half of the calendar year (July – December).

All requests for single vacation days in the second half of the calendar year must be submitted by November 15th. The Department shall grant or deny said requests no later than the following December 1st.

The Department shall not be required to approve single vacation days off if such approval results in the payment of overtime.

In the event that the number of employees who request vacation time as defined under this section compromises the activities of a Department or a Division due to the number of individuals requesting a particular day, the Department or Division may deny the request in order to not disrupt the normal activities in such Department or Division. In such circumstances of conflict, seniority by shift (A, B, C, D and E) shall prevail.

Section 6

The following quotas in subsection (a) of this Section shall apply to non-command personnel. The Department may exceed the quotas herein, but shall not reduce them.

(a) Patrol Division 24 Officers in each period.

All other units shall be allowed the following quotas:

1 to 8 Personnel Assigned	1 Officer in each period.
9 to 20 Personnel Assigned	2 Officers in each period.
21 to 33 Personnel Assigned	3 Officers in each period.
34, plus	4 Officers in each period.

The number of personnel in each unit shall be determined as of September 30th of the year immediately preceding the calendar year in which the vacation will be taken.

For the purposes of this Article only, Quality Control, Warrant Services and Auto Theft Squad shall be deemed as separate units for vacation selections.

Section 7

The following quotas and provisions shall apply to command personnel:

(a) Patrol Captains:

There shall be a Captain's vacation schedule, separate and apart from the Lieutenant's and Sergeant's schedules. The Chief shall determine the number of Captains that may be allowed off in each vacation period.

(b) Patrol Lieutenants And Sergeants:

There shall be one vacation schedule for Lieutenants and one for Sergeants and they shall bid their vacation preferences separately as separate units, and in accordance with Section 4 of this Article. Whenever several members of each unit seek the same vacation period, at least three (3) in each unit shall be allowed off during the same period, but no more than one from each squad. The Chief shall have the authority to allow more than three (3) off whenever he or she may feel this is practicable.

(c) Divisions:

Supervisory personnel in the four (4) divisions shall not be included in the schedule provided for all other members of the division.

Section 8

Employees who are off-duty by reason of sick leave, which is to be supported by a medical certificate, injury leave, or other approved leave, except leave of absence, at the time they are regularly scheduled to be on vacation, shall be granted vacation time upon their return to duty. The time period of such vacation time shall be at the discretion of the Department.

Section 9

(a) Whenever an employee retires from the Department and such employee has vacation time due him or her, such time not to exceed accrued vacation time of a two year period, he or she shall be paid a lump sum of money that is equal to the number of days due him or her times the prevailing day rate of pay received by such employees at the time of retirement.

(b) In the event that termination of employment results from death, any sum of money that is due shall be paid to said employee's survivor.

Section 10

Any employee who wishes to receive vacation pay in the week prior to commencement of his or her vacation shall receive such advanced pay, provided, however, that a minimum advance notice of at least thirty (30) days of the first day of said vacation is given in writing to Support Services.

Employees selecting advance vacation pay pursuant to this Section shall only be allowed to request their entire vacation pay. For example, if an employee is taking a three (3) week vacation and requests advance vacation pay, then he/she will receive all three (3) weeks vacation pay in advance, no splitting of the weeks to advance and regular payroll shall be allowed.

Section 11

Employees on vacation days may be allowed to work those days for additional straight time pay. Employees willing to work shall give notice during vacation selection. An employee may notify the Chief if he or she does not wish to work during any specific scheduled vacation week provided he or she gives notice of this desire at least thirty (30) calendar days before said week. Employees may also add specific vacation weeks to their list at any time during the year provided the Chief has at least thirty (30) days notice. Employees shall be given two (2) weeks notice before the assignment. Assignments shall be equitably distributed.

Section 12

Requests for H-Days, C- Days and single vacation days shall be granted on a seniority basis, subject to the following procedure (and Section 5 of this Article for V-Days):

(a) For requests for time off (H-Days, C- Days and single vacation days) made more than ten business days prior to the requested day off, seniority shall prevail.

(i) The Department shall notify the individual requesting such time off at least ten business days prior to the requested date whether the time off is granted.

(b) For time off requests made less than ten days prior to the requested day off, seniority shall not prevail. This shall not preclude a member from requesting a C, H or single V-Day with less than ten business days. Such time off requests may be granted by the Department.

(c) Other than single V-Days, all other vacation days shall be bid in accordance with this Article.

ARTICLE 12 - Seniority

Section 1

The seniority rights of all sworn personnel of the Department shall be based upon length of service only, and shall be determined from the first day they begin to receive compensation from the City as a probationary Police Officer.

Section 2

Whenever more than one person is appointed to the Department on the same day, the seniority of each individual as it relates to others appointed the same day, shall be determined by their relative positions on the civil service list, with the greatest seniority being granted to the individual standing highest on the list among those appointed and so on down in that order; provided, however, that individuals who are "tied" on the list and are, therefore, listed in alphabetical order, shall have their relative seniority established by a random computer selection.

Section 3

Seniority shall not be broken by vacations, sick time, suspensions, or any authorized leave of absence or any call to military service for the duration.

Section 4

Employees who may resign voluntarily, or who may be discharged for just cause, or who may take a leave of absence without pay for the purpose of working at another occupation shall lose all seniority.

Section 5

Employees who return within one (1) year pursuant to Civil Service Rules, including bargaining unit members who returned between January 1997 to the present, shall be entitled to the following:

- a) seniority for purposes of vacation entitlement and bidding for vacations to be taken in 2000 and thereafter;
- b) seniority for purposes of longevity payments in January 2000 and thereafter; and
- c) restoration of sick leave which they had accrued at the time of their resignation.

ARTICLE 13 - Hours Of Work

Section 1

(a) The regular work week shall be forty (40) hours per week, eight (8) hours per day, five (5) consecutive days per week with two (2) consecutive days off at the end of each forty (40) hour work week.

(b) Employees assigned to the Patrol Unit, Detention, Communications, Records Desk, Narcotics Unit, Street Interdiction Unit and Investigators assigned to ISU - General Investigations whose days off shall advance every week and who are not working steady days work the following work schedule:

Eight (8) consecutive hours per day for five (5) consecutive days on-duty, followed by two (2) consecutive days off, followed by five (5) consecutive days on-duty, followed by three (3) consecutive days off, and then the cycle repeated.

ISU Sergeants and B. of I. personnel, who rotate, shall be included in the 5-2, 5-3 work schedule.

(c) The remaining units not mentioned above shall not work the 5-2, 5-3 work schedule, but shall continue on the work schedule that they are working prior to the date of this Agreement as scheduled by the Department.

(d) Employees may volunteer to work any one of their three scheduled days off. During each cycle of the work schedule set forth above, the employer may assign those volunteering employees to work an eight hour shift (during the hours of the day the employee normally works) on any one of their "three (3) consecutive days off" set forth in Section 1 (b) of this Article; provided, however, that the employer shall pay to each employee so assigned eight hours pay at the employees straight time, regular hourly rate. The parties understand that no employee so assigned shall be entitled to overtime pay for such hours worked and that such hours shall be exempt from the provisions of Article 10, hereof (except that all such hours beyond eight hours on a single day shall be compensated at time and one-half). The parties also understand that employees so assigned on major holidays or in such a manner that the employee will work six days within a Sunday through Saturday calendar week shall be paid time and one-half their regular hourly rate. For these purposes, the major holidays shall be defined as New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. The assignments provided for by this Section must be equitably distributed. The parties understand that the provisions of the Federal Fair Labor Standards Act require overtime pay for law enforcement employees under a variety of circumstances; therefore, nothing contained herein shall be construed as requiring the Department to assign to work a volunteering employee under any circumstances which would require that employee to be paid at an overtime rate.

(e) Employees volunteering will give one (1) months notice prior to the month in which they are volunteering to be assigned. The employer will give at least two (2) weeks notice prior to making an assignment under this Section. Assignments shall be equitably distributed.

Section 2 Patrol Unit

(a) The Patrol Unit shall maintain eight (8) work shifts with each shift encompassing the following hours and designated in the following manner:

Squad A	0800 hours to 1600 hours
Squad B	1600 hours to 2400 hours
Squad C	2400 hours to 0800 hours
Squad D	1900 hours to 0300 hours
Early Squad A	0700 hours to 1500 hours
Early Squad B	1500 hours to 2300 hours
Early Squad C	2300 hours to 0700 hours
Early Squad D	1800 hours to 0200 hours

Patrol Unit Supervisors shall work a half (1/2) hour earlier than the Early Squad hours.

(b) Assignment to the Patrol Unit work shifts shall be based on a seniority bid-shift selection system. For the purpose of this Article, seniority is defined as the number of consecutive years of service with the Department.

(c) Shifts shall be bid in the following prescribed manner:

(1) 60 days prior to the implementation of the bid shifts, shift selection forms shall be

distributed to all eligible members. All eligible members shall return the shift selection forms within 30 days; 15 days prior to the implementation of the new shift, details shall be posted accordingly.

(2) Eligible members who fail to return their bid selection form within the time frame specified above (30 days) shall be assigned to a shift at the discretion of the Chief or his or her designee.

(3) The number of slots available for each work shift shall be determined by the Chief of Police, or his or her designee.

(4) Shift assignments shall re-open for bid at the discretion of the Department, but in no event shall bids be opened less than twice (2) per calendar year or more than four (4) times per calendar year.

Section 3

Employees hired on or after July 1, 1977 shall be excluded from coverage under this Article (except Sections 13, 14 and 18) for a period of 24 months from the employee's date of appointment to the Department. Employees hired after October 1, 2009 shall be excluded from coverage under this Article (except Sections 13, 14 and 18) for a period of 36 months from the employee's date of appointment. Upon completion of the aforementioned 24 months, said employees shall be eligible to bid for a work shift as described in Section 2 of this Article.

It is the intent of the parties to this Agreement that the hours worked and days off of the employees described in this Section are to be totally flexible and at the complete discretion of the Chief or his or her designee, provided they shall receive two (2) consecutive days off per week and shall not work in excess of forty (40) hours per week, except on an overtime basis. During the first 24 months of employment, employees shall be granted a minimum of seven (7) hours off in between shifts.

It is also the intent of the parties to this Agreement that those employees referred to in this Section will not be utilized by the Department in such a manner as to remove members of the Patrol Unit from consideration for assignment to any work shift other than Squad D or Early Squad D.

Section 4

(a) Neighborhood Enhancement Unit

The Department shall have the right to assign no more than forty (40) Officers, including supervisors, to the Neighborhood Enhancement Unit, for assignment therein among the Police Districts. Within the Neighborhood Enhancement Unit there shall be no more than ten (10) supervisors assigned by the Chief at his/her complete discretion; however, these supervisors shall be allowed to bid out into another assignment by seniority. Said Officers shall bid by seniority into this Unit for the first ten (10) slots made available for the work hours of 10:00 to 18:00, Monday through Friday. Thereafter, additional bids may be conducted for the hours of 11:00 to 19:00, Monday through Friday and 10:00 to 18:00, Monday through Friday. Except

that upon the completion of such bids the Chief can assign officers (less than two (2) years seniority) to fill any vacant slots at his/her discretion upon the completion of each bid described above. Days off shall be Saturday and Sunday.

It is the intent of the parties to this Agreement that the additional bidding described herein shall not be utilized for the purpose of significantly decreasing Squad A. Furthermore, any reduction in Squad A shall not be considered a per se violation of this Section. Nothing herein shall be considered a minimum manning clause.

(b) Traffic Unit

Within the Patrol Unit, there shall be a Traffic Unit consisting of the following: the Mounted Unit, the Motorcycle Unit; Tow Officer; one (1) Extra Duty Assignment Officer; Patrol K-9 Officer(s); and one (1) Detail Room Supervisor. Assignments to the Traffic Unit shall be at the complete discretion of the Chief.

The following shifts are those that may be employed by the Traffic Unit:

0700 hours to 1500 hours
0800 hours to 1600 hours
1000 hours to 1800 hours

Additionally, officers assigned to the Motorcycle Unit may be assigned to the following shift:

1500 hours to 2300 hours

When a vacancy occurs in the Motorcycle Unit on Squad A, a bid will be issued to B squad motorcycle unit officers to fill the vacancy. In the event no officer submits a bid, the vacancy shall be filled by a qualified bargaining unit employee.

The following 40 hour work schedules are those that shall be employed by Officers assigned a Patrol K-9:

Four (4) nine (9) hour work days (36 hours) – 1600 hours until 0100 hours having Sunday, Monday and Tuesday's off duty OR Thursday, Friday and Saturday's off duty.

Four (4) nine (9) hour work days (36 hours) – 2300 hours until 0800 hours having Sunday, Monday and Tuesday's off duty OR Thursday, Friday and Saturday's off duty.

The remaining four (4) hours of straight time is to compensate officers for the at home care of the K-9.

Patrol K-9 Officers shall be assigned to a shift based on seniority through a quarterly bid process. Days off, however, shall rotate between quarters.

Section 5 ISU - General Investigations

Officers and Detectives assigned to the slotted positions within the Investigative Services Unit for the purposes of General Investigations shall work under the seniority bid-shift system designated in Section 2 (c) of this Article. Members of this unit shall bid their preferences in the manner as established in this Section; but will submit their selection forms to the Captain of Investigative Services.

(a) The number of slots available for General Investigations and the numbers of personnel assigned to each work shift shall be determined by the Chief of Police or his or her designee.

(b) Only Investigators assigned to General Investigations on the date the bids are posted shall be eligible to bid a shift preference.

(c) Personnel assigned a shift, based on the bid-shift system, who are assigned as the primary investigating Officer of a homicide, rape or serious robbery investigation, can be placed on the Squad A shift for the purpose of furthering this investigation, provided, however, that upon completion of this investigation, this Officer shall be returned to the shift that he or she was assigned.

It is the intent of the parties to this Agreement that any vacancy created by this change in work shifts will be filled, when necessary, by overtime duty only.

Members of the Investigative Services Unit, General Investigations shall work the following shifts:

Squad A	0800 hours to 1600 hours
Squad B	1600 hours to 2400 hours
Squad C	2400 hours to 0800 hours
Early Squad A	0700 hours to 1500 hours
Early Squad B	1500 hours to 2300 hours
Early Squad C	2300 hours to 0700 hours

Section 6 Sexual Assault & Bias Unit

Members assigned to the Special Investigations Unit shall work the following schedules:

(a) Supervisors and Detectives will work 8 a.m. – 4 p.m. shift on a 5-2/5-2 work schedule, Monday to Friday, Squad A. B Squad will work a 4 p.m. – 12 a.m. shift on a 5-2/5-3 work schedule and will be filled by Unit personnel on a volunteer basis followed by bidding based on seniority if necessary. The Supervisor will work days 8:00 a.m. – 4:00 p.m., Monday through Friday.

Section 7 Firearms Unit

Members assigned to the Firearms Unit shall work a 5-2/5-2 work schedule, Monday to Friday, between 8:00 a.m. and 4:00 p.m. with weekends off.

Section 8 SRO/PAL Officers

(a) School Resource Officers (SRO's) and PAL officers shall be assigned to the Operations Division.

(b) The work schedule for officers assigned to a SRO/PAL assignment for the academic year shall be a 5-2/5-2 schedule, Monday through Friday, 0700 hours to 1500 hours OR 0800 hours through 1600 hours. The number of officers assigned to each shift shall be at the City's discretion.

(c) The work schedule for officers assigned to a SRO/PAL assignment for the summer months (school recess) shall be a 5-2/5-2 schedule, Monday through Friday, having one shift coinciding with "A" squad hours. However, SRO/PAL officers may make a written request to the Chief to work B, C, or D squad hours. A denial of said request shall not be subject to the grievance procedure.

(d) Time off requests for SRO/PAL Officers shall be bid within the unit.

(e) SRO/PAL Officers are encouraged to take vacation during the summer months (school recess) or during other school breaks. Time off shall be granted by seniority.

(f) During the summer months (school recess), after a discussion between the SRO/PAL Officer Supervisor and the Patrol Supervisor, SRO/PAL Officers may be assigned to patrol duties.

(g) The SRO/PAL Supervisor shall be a uniformed supervisor assigned to the regular working hours of 0700 hours through 1500 hours, Monday through Friday.

(h) The SRO/PAL Supervisor shall be entitled to a take home vehicle.

Section 9 Narcotics Unit

Members assigned to the Narcotics Unit shall normally work the A Squad (8 a.m. – 4 p.m.) on a 5-2/5-3 work schedule. The City may, with 48 hours notice, change the working hours of Narcotic Unit members provided said change to work hours does not occur more than two (2) times in any one work week.

Section 10 Robbery Unit

Members assigned to the Robbery Unit shall work the A Squad, (8 a.m. – 4 p.m.) on a 5-2/5-3 work schedule.

Section 11

Each unit that has not maintained the work shifts and rotation described in Section 2 shall continue to maintain the same hours of work and days off in effect for such units prior to the effective date of this Agreement. For the purposes of this Section, the hours of work and days off in effect for such units prior to the effective date of this Agreement shall be deemed to be the shift hours and days off applicable to the employees in such units during the twelve month period immediately preceding the effective date of this Agreement, provided, however, that fluctuations in shift hours and days off during said twelve month period shall be considered only if such fluctuations have been a regular part of the employee's schedule during the twelve month period, with the exclusion of street crime, crime prevention and training. Employees assigned to crime prevention and training can have their shift changed, but shall not have their days off changed for any reason.

Section 12

Employees shall only be required to work the hours of the shift to which they are assigned except as otherwise provided in this Article or in Article 27, General Provisions. Personnel who are being transferred to another division or promoted shall be an exception to this Section. Overtime duty shall also be an exception to this Section.

Section 13

During each eight-hour tour of duty, all employees shall be allowed one-half hour for lunch. The Department shall prescribe the lunch periods for all beats and cars.

Section 14

Once designated, and in the manner provided for in Section 1 of this Article, an employee's regular days off shall not be changed during the work period, without the express approval of the employee except that the Chief (or his/her designee) may change the Patrol Division days off (platoon schedule) one time per calendar year at his/her discretion. Said changes shall be made by volunteers first and then by inverse order of seniority.

Section 15

The Department shall have the right, once in each calendar year, to change an employee's days off, subject however, to the employee's approval of such a change, and provided further that the Department shall give not less than 30 days notice prior to seeking any such change.

Section 16

(a) Any employee who is temporarily transferred to a different division, upon termination of such temporary assignment, shall be returned to the shift from which he or she was transferred.

(b) Someone who is reassigned during the course of a shift bid in effect would be subject to assignment of a shift by the Chief until the next shift bid takes place.

Section 17

Any employee that is working under the bid-shift selection system who is classified as "light-duty" by the Police Physician shall be placed on whatever shift needed for the duration of his or her light-duty period. Upon return to full-duty all such personnel shall be returned to the shift they had been assigned as a result of the bid-shift selection schedule.

Section 18

(a) Employees regularly scheduled to work between the hours of 1500 hours and 0800 hours will receive \$.45 per hour. The shift differential shall not apply to overtime hours but only to regular scheduled hours that fall within the times specified above.

(b) Effective the date of implementation of this Agreement employees regularly scheduled to work between the hours of 1500 hours and 0800 hours will receive \$.55 per hour. The shift differential shall not apply to overtime hours but only to regular scheduled hours that fall within the times specified above.

(c) Effective July 1, 2000 employees regularly scheduled to work between the hours of 1500 hours and 0800 hours will receive \$.55 per hour. The shift differential shall not apply to overtime hours but only to regular scheduled hours that fall within the times specified above.

(d) Effective July 1, 2001 employees regularly scheduled to work between the hours of 1500 hours and 0800 hours will receive \$.65 per hour. The shift differential shall not apply to overtime hours but only to regular scheduled hours that fall within the times specified above.

ARTICLE 14 - Extra Police Duty

Section 1

The term, "Extra Police Duty" for the purpose of this Article shall mean police duty for which an employee is paid directly or indirectly by some party other than the City.

Section 2

(a) Employees desiring Extra Police Duty shall file his or her name, address, phone number and rank with the person assigned the obligation of allocating Extra Police Duty. Such person shall be referred to as the "Extra Duty Officer".

(b) The person designated to assign Extra Police Duty shall establish and maintain whatever records are necessary to accurately reflect the allocations of Extra Police Duty in conformance with the provisions of this Article. Such files shall become permanent record of the Department and shall be subject to inspection by the President of the Police Local or a person designated by him or her.

(c) Employees who desire Extra Police Duty on their regular day off, or off-duty time, shall notify the Extra Duty Officer not later than 1300 hours on the day prior to his or her seeking such duty. Employees who desire Extra Police Duty while on vacation, shall notify the Extra Duty Officer not later than three (3) days prior to the day(s) that he or she is seeking such duty. Any employee who shall refuse an assignment shall not be considered for Extra Police Duty on the days such refusal was made.

(d) In cases of emergency, defined as unforeseen and/or not planned, the Extra Duty Officer shall have the right to change the assignment up to one-half (1/2) hour prior to the start of the original assignment.

(e) When an employee is off-duty, sick or injured for his or her regularly scheduled department tour of duty, then that employee will not be eligible for an extra duty assignment, including hold-down extra duty assignments, until eight (8) hours after their regular scheduled department tour of duty would have been completed had they worked.

(f) Uniformed employees, on indoor extra assignments of less than four (4) employees, shall not be required to wear a hat.

Section 3

For the purpose of this Article and this Section, a "day off" is defined as that entire 24-hour period commencing at Midnight, during which time the employee is not scheduled for a tour of duty.

Priority of assignment of Extra Police Duty shall be in the following order:

- | | |
|--|---------------|
| 1) Police Officer | Vacation Days |
| 2) Detective or Officers receiving Plainclothes differential | Vacation Days |
| 3) Sergeants | Vacation Days |
| 4) Police Officer | Days Off |
| 5) Detective or Officers receiving Plainclothes differential | Days Off |
| 6) Sergeants | Days Off |
| 7) Police Officer | Time Off |
| 8) Detective or Officers receiving Plainclothes differential | Time Off |
| 9) Sergeants | Time Off |

An employee's regularly scheduled day off shall not be affected as a result of swapping, for extra duty priority purposes.

For the purposes of this Article, H and C Days shall be treated as days off. No employee shall be entitled to Extra Police Duty until all of those persons who are on vacation, on their days off (H & C Days) and who have complied with Section 2 (c) of this Article have been exhausted.

Section 4

Whenever four or more non-supervisory personnel are assigned to Extra Police Duty for the same hours of work, a supervisor shall also be assigned whose function shall be to supervise only. Whenever ten or more employees are assigned to Extra Police Duty, a Sergeant and a Lieutenant or Captain shall be assigned and one additional supervisor shall be assigned for each unit of ten employees thereafter. Assignment of supervisory personnel shall be in accordance with the provisions of this Article.

Section 5

(a) Employees working Extra Police Duty shall be paid at time and one half (1 ½) the Police Officer rate of pay with a four (4) hour minimum. Computation of time shall commence at the starting hour of the assignment and shall conclude at the termination of the assignment and shall include any lunch or break period that may be afforded employees by his or her employer.

(b) Notwithstanding the above, extra duty assignments of Officers coming from off time, not immediately following a tour of duty, to liquor establishments shall be compensated at the extra duty rate for actual hours worked.

The City will bill a surcharge to employers utilizing Extra Duty Police Officers, to cover administrative costs. An additional surcharge to the vendor is described in Article 15, Pension, Section 1 (I). The City may, at its option, discontinue extra duty assignments for anyone who has accounts payable to the City in excess of thirty (30) days and the City may establish bonding requirements as deemed necessary. The City agrees that before it discontinues extra duty assignments for the reasons set forth above it shall consult and meet with the Union. The City reserves the right to charge interest at a rate of up to 1-1/2% per month on all billed amounts outstanding more than 30 days.

Section 6

Whenever a member performs Extra Police Duty for more than eight (8) hours in any one day and for the same employer, he or she shall be paid at the rate of time and one-half the hourly rate as set forth in Section 7 of this Article and for any such hours or portion thereof.

Section 7

(a) Extra Police Duty that falls within the job classification of a Uniform Police Officer shall be paid at his or her rate of pay regardless of the rank of the person who may be assigned.

(b) Extra Police Duty that falls within the job description of a Detective shall be paid at time and one half (1½) of the rate of pay of a Detective regardless of the rank of the person who may be assigned.

(c) Extra Police Duty that falls within the job description of a supervisor as defined in this Article shall be paid at time and one half (1½) of the rate of pay commensurate with the rank held.

(d) During the duration of this Agreement, the City will convert all police payroll and extra duty transactions to a new computerized system which addresses Y2K administrative and automated requirements, and satisfies and complies with all pertinent federal and statutory mandates. Prior to total conversion to the new automated payroll system, police personnel will have regular payroll checks and all collateral payments, exclusive of extra duty, cumulatively processed in a singular check through the new payroll system, while extra duty remains payable under the previously established contractual perimeters, designated submission deadlines, and disbursed through a separate check on a biweekly basis.

Upon final and complete conversion of the extra duty payment component to the newly automated payroll system, extra duty will merge into the employee's regular payroll check and be disbursed on a weekly basis with sufficient identification of the amount of hours worked attributable to said extra duty noted thereon. In order to satisfy the system requirements, processing deadlines, and ensure payment on a timely weekly basis, extra duty will represent a period of seven (7) calendar days which covers Sunday through Saturday of the full calendar week prior to the scheduled payment date. Extra duty tickets that are received at the Police Department during this pay period, should be forwarded to the Controller's Office on a daily basis in the work week prior to scheduled payment to expedite processing, however, all pertinent extra duty tickets must be received at the Controller's Office by Monday 9:30 a.m. of the week in which payment is to be issued.

Example: Payment will be issued on June 25, 1999 for extra duty job tickets for the pay period of Sunday, June 13, 1999 through Saturday, June 19, 1999. Job tickets pertinent to this pay period are to be submitted to the Controller's Office by the Police Department on a daily basis during the work week prior to the scheduled payment, however, all job tickets inclusive of Saturday, June 19, 1999, must be received by the Controller's Office no later than Monday, June 21 at 9:30 a.m. to accommodate payment on Friday, June 25. In the event of a Monday holiday when the Controller's Office is scheduled to be closed, all extra duty tickets for completed assignments must be submitted to the Controller's Office no later than 2:00 p.m. on the Friday prior to the Monday holiday. Extra duty worked after 2:00 p.m. On such Fridays and on the Saturday or Sunday following that Friday will be paid in the following pay cycle. Tardy ticket submissions will be included in the next regular weekly payment. Each officer shall be responsible to submit his/her Extra Duty tickets within seventy-two (72) hours of performing the Extra Duty assignment.

Section 8

Nothing in this Article shall prevent a supervisor of a higher or lesser rank from being assigned to Extra Police Duty when a supervisor of a higher or lesser rank is not available to fill a supervisory assignment.

Section 9

Extra Police duty shall fall within the meaning of "Line of Duty" appearing in Item (b) of Section 3 of Article 6, Sick Leave.

Section 10

If, during the duration of this Agreement, it is found that the fair distribution of Extra Police Duty is not being accomplished due to the provisions of this Article, the Union and Management may mutually agree to make whatever change is necessary to accomplish that end.

Section 11

Lighting shall be supplied for all night extra duty traffic assignments.

ARTICLE 15 - Pensions

Section 1

Police Pension Plan #2, and all amendments thereto, shall be the Police Pension Plan for all members of the Department employed on or after January 1, 1958.

Effective July 1, 1994, Special Act 531 (1957), known as Police Pension Plan #2 shall be amended as follows:

(A) Section 1. Effective as of Midnight, December 31, 1957, all persons thereafter appointed to the Police Department of the City of New Haven shall belong to the Policemen's and Firemen's Pension Fund.

(B) The management and administration of the pension plan are hereby vested in a Pension Board, which shall consist of seven members: Two members of the Board of Police Commissioners, two members of the Board of Fire Commissioners, two employees' representatives, one from each department (Police and Fire) appointed by vote of the membership of each department, and the Mayor, who shall be President of said Board. Vacancies to the Board shall be filled by the Mayor with the exception of the employee members, which shall be filled by vote of the membership of the respective department in which the vacancy occurred. The term of each Commissioner shall be for two years.

(C) The Pension Board shall be trustees of said Fund and may invest and reinvest the principal and income of said Fund in bonds and other investments which at the time of purchase constitute legal investments as the laws relating to trust funds may permit. The City Treasurer shall be its treasurer and the clerk of said Fund shall be appointed by the Board. All orders on said Fund shall be signed by the clerk and countersigned by the President.

(D) The Pension Board shall submit annually to the Board of Aldermen's Finance Committee, prior to the first of September, a schedule of its estimated expenses necessary to carry out the purpose of the Fund and said Committee shall include said estimate in the estimate to be submitted to the full Board of Aldermen in accordance with Charter requirements relative to annual estimates and appropriations for the City of New Haven. The Pension Board shall report annually to the Board of Aldermen the financial condition of the retirement plan including at least every three years, an actuarial valuation of the Fund, and setting forth such other facts, recommendations and data pertinent to maintaining the Fund on a sound actuarial basis.

(E) Each Police Department member of said Policemen's and Firemen's Pension Fund who has completed twenty (20) or more years of service with the Police Department, upon his or her written application to the Pension Board, shall be entitled to retirement regardless of age.

(F) Any member who shall have attained the age of sixty seven (67) shall be retired on the day following attainment of such age.

(G) Any member shall be eligible for retirement from active service who shall have completed five (5) or more years of continuous service, upon a certificate of the medical examiners appointed by the Board showing that such member is permanently disabled, physically or mentally, so as to be unfit for duty.

(H) If such disability is shown to the satisfaction of the Board to have arisen out of and in the course of his or her employment by the City as defined by the Workers' Compensation Act, a member of the Fund shall be eligible for retirement irrespective of the duration of his or her employment.

(I) Effective July 1, 2010 the contribution for Pension Plan #2 members shall be increased by .25% from 9.75% to 10%. Employees shall also separately contribute 4.8% of their total extra duty earnings to the Plan. The City shall bill the extra duty vendors an additional surcharge, which shall be contributed directly to the Plan on a quarterly basis. The Pension Plan shall become qualified and the employee's total contribution shall be tax deferred.

(J) Effective July 1, 2004, after retirement, in accordance with the provisions of this act, each member shall receive an annual allowance, payable monthly during his or her lifetime and terminating at his or her death, in an amount equal to two and one half percent (2-1/2%) of his or her average total annual earnings of his or her four (4) highest years of earnings up to a maximum of eighty percent (80%) of his or her average total earnings of such four (4) highest years of earnings; provided such allowance for permanent and total disability arising out of and in the course of employment as defined in the Workers' Compensation Act shall not be less than one-half (1/2) of the member's annual rate of pay at the time of disability; and further provided that such allowance for permanent and total disability as the result of causes which are not related to his or her employment with the Police Department shall consist of an annual pension, payable monthly, in an amount equal to fifty percent (50%) of his or her average total annual earnings of his or her four (4) highest years not to be lower than his/her budgeted salary.

For employees hired prior to November 1, 2009, the terms "pay", "rates of pay", "annual rate of pay", "earnings" and "total annual earnings" shall be deemed to mean wages or salary, including increases or decreases thereof, payments on account of overtime worked, and the value of maintenance, if any; and shall also include fifty percent (50%) of extra duty compensation earned on or after July 1, 1994.

For employees hired after November 1, 2009, the terms "pay", "rates of pay", "annual rate of pay", "earnings" and "total annual earnings" shall be deemed to mean base wages or salary, including increases or decreases thereof. Four and Eight tenths percent (4.8%) of payments received on account of overtime and extra duty compensation shall be subject to mandatory contribution into the City's Defined Contribution plan.

Notwithstanding the above, average total annual earnings shall in no event be less than the member's budgeted annual salary at the time of retirement. For the purposes of calculating average total annual earnings, the earnings of an employee during his or her final year of service

shall be the greater of the actual gross earnings or the budgeted earnings in the fiscal year in which the employee retires. Credit for service shall be determined by the time actually worked as a full time employee in full and fractional years of service calculated on a daily basis. Credit for service shall be determined by the time actually worked as a full-time employee, except that credit for a full year of service shall be given where absences without pay within the year do not exceed ninety days. For purposes of service credit, absences due to work-related injuries shall be considered time actually worked. Employees who receive such credit shall make such contribution as required under the Plan based upon the amount paid by the City to make up the difference between the amount of Worker's Compensation pay and the normal amount of weekly pay. In the event that there is no amount paid by the City to make up such difference, the employee shall make such contribution as required under the Plan as if the employee had received differential pay.

(K) In calculating the percentage of salary to be awarded as a pension to an employee who is otherwise eligible for a pension, the retiring employee shall be awarded two and one-half percent (2.5%) for each year of employment for the first twenty (20) years of employment; and for each additional year from the 21st through the 30th year of employment, the employee shall be given three percent (3%), but in no event shall the total amount of the pension, as otherwise calculated under Pension Plan #2 exceed eighty percent (80%).

(L) DEATH WHILE AN ACTIVE MEMBER OR RETIRED MEMBER: If an employee dies while an active member, the surviving spouse shall receive fifty percent (50%) of the rate of pay of the employee at the time of death until the spouse's death or remarriage, or sixty five (65%) of the monthly pension received by such member at the time of his or her death if retired. For one (1) dependent child, an additional 10%, for two (2) or more dependent children, an additional 20%. In any of the above cases, upon the death of such a widow/widower, before or after remarriage, the Pension Board may cause to be paid monthly, to the legally appointed guardian of the child or children of such widow/widower for whom or to whom benefits are payable in accordance with Section (M), for the use and benefits of such child or children, a sum or sums not exceeding in total the amount herein before provided to be received by such widow/widower, and may, from time to time, apportion such sums between such children as it may deem best, provided as each child reaches the age or the condition when he or she no longer qualifies for benefits in accordance with said Section (M), the payment to or for such child shall cease. The term, "widow/widower" as used in this Section, shall be limited to (1) the surviving spouse of such member who was married to him or her prior to his or her retirement from the Department, if retired, and who was living with him or her at the time of his or her death, or, if not so living with him or her, was absent by reason of his or her fault or (2) the surviving spouse of such member who married him or her subsequent to his or her retirement from such Department, if retired, and lived with him or her continuously thereafter until the time of his or her death but not less than five years or, if not so living with him or her at the time of his/her death, was absent by reason of his or her fault.

(M) The term, "child" or "children" as it is used in Section (L) shall mean the child or children born before or after the death of a Police Department member of said pension fund, to such member and spouse to whom he or she was married prior to his or her death, if an active member at the time of his or her death, and/or the child or children who was or were legally adopted by such member and such spouse prior to the date of his or her death, and prior to the date of his or her retirement, if retired. Benefits which are payable from said pension fund on

account of or to each child of a member of said pension fund, in accordance with Section (L) shall be paid on account of or to each such child until he or she reaches eighteen (18) years of age, except that such benefits shall be paid on account of or to each such child, regardless of age, if such child is physically or mentally disabled to the extent that he or she is unable to secure gainful employment, subject to certification of the existence of such disability by the medical examiners appointed by the Pension Board.

(N) There shall be paid to a widow/widower, as designated in Section (L) of this act, of any member of the Police Department, including supernumeraries, who shall be killed while in the actual performance of duty or shall die from the proximate effects of any injuries received while in the actual discharge of such duty, irrespective of the length of service of such member at the time of his or her death or failure to contribute to the fund established by this act, a weekly compensation equal to the difference between the maximum weekly compensation to which a widow/widower of any deceased member is entitled and receives under the provisions of the general statutes relating to Workers' Compensation and the weekly earnings of his or her deceased spouse at the time of his or her death as aforesaid. Such weekly compensation shall be paid to a widow/widower as aforesaid for so long a period as he or she shall be entitled to and shall receive a weekly compensation under the provisions of the general statutes relating to Workers' Compensation. The benefits provided for under this Section shall be deemed to be benefits in addition to any otherwise granted. This Section shall not be interpreted as affecting in any way the pension provision of this act with respect to Police Officers, and the benefits provided in this Section shall be paid by appropriation from the general funds of the City of New Haven. After the benefits under Workers' Compensation have been exhausted, a widow/widower may continue to receive benefits as provided for under Section (L) of this act. The benefits of this Section shall be deemed waived by the widow/widower if the widow/widower or his or her representative or the representatives of the estate of his or her deceased spouse shall bring any action for money damages for the death of his or her spouse against the City of New Haven or against any fellow employee of his or her deceased spouse whom the City of New Haven must indemnify by law. In the event that any money damages are recovered by suit, settlement or otherwise by a widow/widower, as designated in said Section (L) or by his or her representative or by the representative of the estate of his or her deceased spouse, for the death of his or her deceased spouse, the City of New Haven shall be entitled to reimbursement from said money damages for any benefits it shall have paid under this Section to said widow/widower.

(O) If a member of the fund shall terminate his or her service with the City before retirement the total amount of his or her contributions shall be repaid to him or her. If a member shall die before retirement from active service and prior to the completion of ten years of continuous service, the total amount of his or her contributions shall be paid to the beneficiary designated by him or her. If no designated beneficiary shall survive the member, said amount may be paid, in the discretion of the Board, to the surviving widow/widower, in equal shares to the surviving parents or parent or, if there be no surviving parent, in equal shares to the member's surviving brothers and sisters; if said amount is not so paid, it shall be paid to the member's executor or administrator. If a member shall die after retirement from active service and before he or she shall receive payments on account of his or her retirement allowance at least equal to the total amount of his or her contribution to the date of retirement, the difference between said payments and said contributions shall be paid to the beneficiary designated by him or her. If no

designated beneficiary shall survive the members, said amount shall be paid as herein before provided.

(P) The Pension Board shall have the power to make reasonable rules and regulations for carrying out the provisions of this act and may employ such assistance as is necessary for the purpose. Such cost shall be borne by the City in its annual appropriation.

(Q) If a member of the fund shall terminate his or her service with the City before retirement, the total amount of his or her contributions shall be repaid to him or her unless he or she is a Police Officer who qualifies for a vested benefit. Pension rights for members of the Police Department shall become vested after ten (10) years of continuous service, conditioned upon the member leaving his or her contributions in the pension fund. Such deferred vested pension shall become payable on the date when such member would have first become eligible for retirement if he or she had remained in service, upon his or her completion of twenty (20) years of continuous service. The amount of such vested pension shall be equal to two percent (2%) of his or her average rate of pay for his or her final ten years of service for each full year of actual service as a Police Officer.

(R) Cost Of Living Adjustment

Effective July 1, 1994, all members who thereafter retire on normal retirement, or on service-connected disability retirement after 20 or more years and their eligible survivors, shall receive the following benefits.

1. A cost of living adjustment in pension benefits if they have received at least six monthly pension payments prior to said date or have been credited with six monthly pension benefits prior to said date.
2. Thereafter on January 1st of each odd-numbered year the pension benefit payable to each member or his or her eligible survivors who have received at least six monthly pension payments or have been credited with six monthly pension payments prior to said January 1st of each odd-numbered year shall be adjusted.
3. The adjustment will be made based upon the increase or decrease in the cost of living as indicated by the Federal Consumer Price Index, Urban Wage Earners & Clerical Workers, All Cities, Revised (1967=100).
4. The adjustment will be computed as follows:
 - (a) The index number for the two calendar years immediately preceding the effective date of the adjustment shall be compared.
 - (b) From the index number for the calendar years immediately preceding the effective date of the adjustment there shall be subtracted the index number for the calendar year immediately preceding the calendar year prior to the effective date of the adjustment.

(c) The percentage increase or decrease in the index numbers applicable to said two calendar years shall be computed by dividing the difference by the index number applicable to the first calendar year in said two year period.

(d) Said percentage so determined shall be applied so as to increase or decrease the monthly pension benefit paid or payable to the member or his or her eligible survivors during the month immediately prior to the effective date of the adjustment.

(e) Pension benefits shall be increased by the amount of the percentage determined in (4) but not to exceed 4%, to correspond to an increase in the cost of living as determined by said computation.

(f) Pension benefits shall be decreased by the amount of the percentage determined in (4) but not to exceed 4%, to correspond to a decrease in the cost of living as determined by said computation; provided that no adjustment as a result of a decrease in the cost of living shall reduce the pension benefit payable to a member or survivor below the original amount which said member or survivor received upon retirement or death of the member, whichever is applicable.

(g) If the percentage increase or decrease for the appropriate two year period is less than one-quarter of one percent (.25%), no adjustment will be made.

(h) No member who retires after July 1, 1994 shall have his or her pension adjusted to an amount that exceeds 125% of the monthly pension benefit which he or she was entitled to receive at the time of his or her retirement.

(i) The adjustments referred to above shall be fully applicable to the survivors of deceased members.

(j) If a member dies before receiving the maximum 125% adjustment referred to above, his or her survivors shall be entitled to receive bi-annual adjustments as provided above in an amount not to exceed 125% of the survivor's benefits less the percentage of increases granted to the member during his or her lifetime.

(S) Disability - Earnings Adjustment

Any employee who retires on a service-connected or non service-connected disability after August 31, 1984 who has not completed thirteen years of service prior to the effective date of his or her retirement, and who, after retirement, receives earnings from employment, or self-employment shall have his or her pension benefit adjusted as follows:

1. If the amount of money earned by employment or self-employment after retirement plus the amount of pension exceeds the amount of salary in the Contract applicable from time-to-time to employees holding the same rank or position held by the retiree at the time of his or her retirement, the pension benefit shall be reduced by an amount equal to the excess of said outside earnings over the amount of salary applicable from time-to-time to employees in the same rank or position held by the retiree at the time of retirement.

2. Said retirees pension payment shall be discontinued and/or withheld unless he or she files with the Pension Board annually before April 30th a sworn statement of such earnings for the preceding calendar year as shown in his or her federal tax return. The reduction in his or her disability annuity shall equal one hundred percent (100%) of any excess of his or her earnings including his or her pension in the preceding calendar year over the sum of money specified in the Labor Agreement for the position that the employee held just prior to disability retirement.

3. No adjustment will be made for earnings after age 65.

4. The Pension Board shall have the sole discretion to waive the provisions of (S), (1), (2) and (3) above, upon certification by the Chief that the disability was service-connected and occurred while the employee was affecting an arrest, while participating in departmental training, while responding to calls for Police Service or while handling calls for Police Service of a hazardous nature. In such case, the disability pension shall not be subject to such cap on earnings nor to any cost of living increase.

(T) Sick Leave Buy Back:

Employees who have 20 years of actual City of New Haven service may elect to exchange up to one hundred and fifty (150) days of accumulated sick leave may be exchanged for no more than five (5) years of credited service (thirty [30] sick leave days shall equal one [1] year of credited service) under the following guidelines:

(1) The number of sick leave days exchanged must have a value of at least one (1) year of service.

(2) Upon an employee's application for this benefit, said employee's retirement shall be considered at the Pension Board's next regularly scheduled meeting.

(3) An employee who works at least 30 years as a City of New Haven employee, without the benefit of participating in any buyback program, may cash in 30 sick days from the sick leave payout maximum in Article 6, Section 6(a), at retirement to increase their maximum pension to 83%.

(4) Tax Liability: The determination of the purchased years of additional pension service credit will be predicated upon the corresponding gross cash equivalence of the accrued leave time utilized. The appropriate Federal and State withholding taxes will be deducted from the respective employee's gross cash equivalence and will be considered the employee's cost for purchase of these additional pension years of credited service. The employee's annual W2 wage statement will reflect the gross cash equivalence of all accrued leave days of service as taxable compensation. The appropriate Federal and State Tax liabilities on the gross cash equivalence will be reported as taxes paid.

(5) In no case shall any employee be entitled to use accrued sick time, military time or prior City service time, if available, to purchase more than five (5) years of pension credit.

(U) References herein to the male gender shall be deemed to include the female gender where appropriate.

(V) The Fund shall accept rollover contributions, but solely from a Member or former Member of the Fund whose rollover contribution consists of Member contributions previously refunded to him which were tax deferred a “pick up” contributions under Section 414 (h)(2) of the Internal Revenue Code, and were held from the time of refund, or within sixty (60) days of refund, by an Individual Retirement Account which meets the requirements for a “conduit IRA” under Section 408 (d)(3)(A)(ii) of the Internal Revenue Code.

Such rollover contributions shall be in the amount of the previous refund, plus an amount equal to the calculated interest payment under interest rates established by the Pension Board. Such rollover contribution shall be utilized solely to credit prior service with the City for calculation of benefits under the Fund Plan; it shall not be held in a separate account but shall be commingled with all other Fund contributions as if they were current “pick up” contributions from active Members.

If a prior Member of the Fund is again hired by the Police Department, and becomes eligible to be a Member of the Fund, and has prior credited service with the City with respect to which Member contributions were refunded to him or her, such Member may elect to reinstate such prior credited service with the Fund within six months of his or her return to City service. If the Member elects to reinstate such prior credited service, the Member shall then cause a rollover or repayment of refunded Member contributions to be made to the Fund, as set forth below.

If tax deferred contributions were previously refunded to the Member, and then rolled over into an Individual Retirement Account which qualifies as a “conduit IRA”, under Internal Revenue Code Section 408(d) (3) (A) (ii), said tax deferred contributions shall be rolled over back into the Fund. If a Member has received a refund of contributions and has paid taxes thereon, or holds contributions in an Individual Retirement Account which is not a “conduit IRA”, said Member shall repay the full amount of those contributions to the Fund. The Member must pay the full amount of the latest refund, in either case, together with interest, in order to credit his or her prior service with the City for the calculation of a benefit under the Fund Plan. The interest rate will be established by the Pension Board. The total amount of returned contributions may be paid in lump sum or by payment of equal monthly installments of at least \$10.00 over a period not to exceed 36 months. Any installment arrangement will be required to be paid in full before prior credited service is granted, and a failure to make an installment shall constitute a breach of the agreement, which shall eliminate credit for any prior credited service for such Member, and shall require the Pension Board to refund to the Member all installments previously paid (without interest).”

(W) In consideration for those employees hired in or prior to 1990 who at the time of retirement have a four (4) year average that is not more than the employee’s base salary, said employee’s total annual earnings shall be the equivalent of the annual salary of an employee’s holding the next higher rank to that held by the retiring employee prior to retirement. For purposes of calculating the four (4) year average, only plainclothes differential pay, overtime and extra duty pay will be added to the regular pay.

Section 2 Optional Transfer Of Pension Credits In Event A Member Changes To, Or From, Permanent Employment Covered By The Policemen's And Firemen's Pension Fund

In the event of such change of employment within the City of New Haven the member can elect that the period of prior service for which he or she made contributions to the first Fund shall be included in determining the amount of his or her pension benefits under the second Fund to which he or she has transferred his or her participation. Such transfer of credits shall be contingent on a transfer of cash between the Funds equal to the actuarial reserve for his or her participating service in the first Fund, including both the employee's and the City's contributions therefore, and all rights to pension or other benefits under the first Fund will be terminated by such transfer.

Section 3

An Ordinance of the City of New Haven entitled: "An Ordinance Merging Police & Fire Pension Plans Nos. 1 and 2" is hereby incorporated into this Agreement.

Section 4

If any Member in the course of employment with the City commits any act of dishonesty or fraud which leads to a criminal conviction, a plea of guilty or nolo contendere and the termination from employment for the same offense(s), the Board of Police Commissioners shall have the right to revoke or reduce said Members retirement benefits including pension, retiree health care, and accrued payouts. Such revocation or reduction of benefits shall not include his/her contributions with Credited Interest. Any revocation or reduction under the provisions of this Section shall be forfeited to the City and treated thereafter as amounts contributed by the City in the current or next succeeding year. In determining that portion to be revoked or reduced, the Board shall give due consideration to the needs and interests of innocent beneficiaries of the payments and benefits, including spouses and children who would otherwise be unduly harmed by forfeiture. Additionally, the Board shall take into consideration the severity of the act of fraud or dishonesty, and the cost to the City resultant from the act of fraud or dishonesty.

In the event the member's benefits are reduced or revoked, the Board of Police Commissioners shall notify said Member, the Union and the Pension Board, in writing, of the reduction or revocation and the reason or reasons therefore. The Union may, within thirty (30) days of the date of such notice, in writing, request arbitration on the issue of the revocation or reduction of his/her Retirement Benefits. Any request for arbitration shall be submitted to the American Arbitration Association (AAA) for adjudication. AAA's selection procedures shall control the selection of a single arbitrator.

Connecticut contract law shall control. Chapter 909 of the General Statutes shall be applicable as it relates to any dispute from the appeal procedure including appeals.

ARTICLE 16 - Rates Of Pay

Section 1

A. The wage schedule in effect on June 30, 2008 for the positions of Commander through Police Officer, shall be increased by zero percent (0%) to be effective and retroactive to July 1, 2008. The retroactivity does not apply to extra duty pay.

B. Effective July 1, 2009 through June 30, 2010, such wage schedule shall be increased by three percent (3.0%) to be effective and retroactive to July 1, 2009. The retroactivity does not apply to extra duty pay.

C. Effective July 1, 2010 through June 30, 2011, such wage schedule shall be increased by three percent (3%).

Section 2

Any officer hired by the City of New Haven who has prior police experience will be paid at the following starting rates of pay:

Up to five (5) years of police experience, the starting salary will be at the Police Officer 2 rate of pay (3rd year).

More than five (5) years of police experience, the starting salary will be at the Police Officer rate of pay.

	<u>7/1/2008-6/30/2009</u>	
	<u>Annual</u>	<u>Weekly</u>
Commander	83,978	1,608.77
Captain	81,100	1,553.64
Chief Investigator	77,029	1,475.65
Superintendent	74,958	1,435.98
Lieutenant	73,877	1,415.27
Sergeant	66,282	1,269.77
Detective	62,781	1,202.70
Police Officer	58,914	1,128.62
Police Officer 2nd (1st year)	38,303	733.77
Police Officer 2nd (2nd year)	38,303	733.77
Police Officer 2nd (3rd year)	45,484	871.34

	<u>7/1/2009 – 6/30/2010</u>	
	<u>Annual</u>	<u>Weekly</u>
Commander	86,497	1,657.04
Captain	83,533	1,600.25

Chief Investigator	79,340	1,519.92
Superintendent	77,207	1,479.06
Lieutenant	76,093	1,457.73
Sergeant	68,270	1,307.86
Detective	64,664	1,238.78
Police Officer	60,681	1,162.48
Police Officer 2nd (1st year)	39,452	755.79
Police Officer 2nd (2nd year)	39,452	755.79
Police Officer 2nd (3rd year)	46,849	897.48

7/1/2010 - 6/30/2011

	<u>Annual</u>	<u>Weekly</u>
Commander	89,092	1,706.75
Captain	86,039	1,648.26
Chief Investigator	81,720	1,565.52
Superintendent	79,523	1,523.43
Lieutenant	78,376	1,501.46
Sergeant	70,319	1,347.10
Detective	66,604	1,275.95
Police Officer	62,502	1,197.35
Police Officer 2nd (1st year)	40,636	778.47
Police Officer 2nd (2nd year)	40,636	778.47
Police Officer 2nd (3rd year)	48,254	924.41

Section 3

No temporary assignments shall be made to Silver Badge (Plainclothes Division/Detectives) for longer than one hundred eighty (180) days per employee in any twelve (12) month period. The twelve (12) month period shall commence on the first day of the assignment. Longer periods of time may be agreed to by the Department and Union. However, after 90 days the employee shall receive the Detective differential pay. In addition, beginning after ninety (90) days in the assignment, individuals shall receive clothing allowance on a pro rated basis for so long as they remain in the assignment.

Section 4

(a) All personnel who are assigned to the Units in Emergency Services consisting of Special Weapons, Tactics Unit, Hostage Negotiating Team, Hazardous Devices Unit and/or Underwater Search and Recovery Team, who serves on such Unit for a minimum of six (6) months in any contract year, shall receive an annual one hundred twenty five dollars (\$125.00) lump sum payment, not added to pensions or subject to any deductions.

(b) Said payment shall be made no later than July 31st of each year for the preceding year.

(c) The Chief of Police shall have the right to determine the number of employees who are on each Unit in Emergency Services.

(d) Employees who cannot physically participate in the Unit shall be removed from said Unit.

(e) Employees who are on more than one (1) Unit shall receive an additional fifty dollars (\$50.00) for each additional unit.

(f) Training for such Units shall be mandatory. Training under most circumstances shall be on company time. However, if employees are required to attend training other than on company time they shall receive compensatory time off at time and one-half. Employees who do not attend all of the training without being excused by the Chief's office shall not be eligible to receive the annual payment.

ARTICLE 17 - Group Life & Health Plans

Section 1

(A) Employees scheduled to work twenty (20) hours per week or more and their eligible dependents under one of three medical care programs known as "BC-1", "BC-2" and the Century Preferred Comp Mix Plan. Employees may choose between the medical plans at the time of enrollment and at the time of the City's annual open enrollment. Employees hired on or after November 1, 2009 shall only be entitled to coverage under the Century Preferred Comp Mix Plan. These plan summaries are outlined in Attachment A to this Agreement.

(B) Within sixty (60) days of the execution of this agreement the City will hold a one-time, required re-enrollment for all bargaining unit members and their eligible dependents. At this time all members will be required to re-enroll in their choice of the City's offered medical benefit plans pursuant to the regulations prescribed by the Medical Benefits Office. Any individual not participating in this re-enrollment will not be eligible for continuation of medical benefits until such time as they re-enroll pursuant to this section.

Section 2

The City will provide dental benefits for employees, legally married spouses and dependent children through age 24 as stated in the attached Schedule A.

Section 3

Employees shall continue to be offered the fifteen thousand dollars (\$15,000) life insurance coverage.

Section 4

The City will provide an improved Vision Rider/Program and improved out-of-network dental benefits consistent with the draft provided by Anthem.

The City will provide vision benefits for employees as follows:

Vision Exam Coverage

- Exam with dilation of pupils (cycloplegia) and post cycloplegic visit, if required up to \$50.00 per calendar year
- Exam without cycloplegia up to \$50.00 per calendar year

Optical Services

- Frames for prescription lenses up to \$28.00 per calendar year
- Single Vision lenses up to \$33.50 per calendar year
- BiFocal lenses up to \$52.00 per calendar year
- TriFocal lenses up to \$84.00 per calendar year
- Contact lenses when used to correct visual activity to 20/70 or when medically necessary up to \$225.00 per calendar year
- Contact lenses when used to correct visual up to \$ 33.50 per calendar year

Section 5

(a) Each employee who has 20 years of actual City of New Haven service and who is otherwise eligible for full retirement, and each employee who, on and after said date, retires as a result of a service-connected disability, established through a functional capacity test and any other examination deemed necessary by the Police and Fire Pension Board shall be provided with insurance coverage for himself or herself and his or her dependents in accordance with the insurance coverage provided by the City to active employees. Insurance coverage for retirees hired after November 1, 2009 shall be subject to change based upon corresponding changes in coverage provided to active employees.

Eligible employees who retire on or after the effective date of this agreement shall contribute, through a monthly deduction, a fixed portion of the medical insurance premiums for the level of coverage. Retirees hired before November 1, 2009 may select from CP-2 or BC-1 or the Century Preferred Comp Mix Plan for the retiree and spouse until such time as the retiree becomes eligible for Medicare. Retirees hired on or after November 1, 2009 shall be eligible only for the Century Preferred Comp Mix Plan for the retiree and spouse until such time as the retiree becomes eligible for Medicare. In the event the retiree does not become eligible for Medicare, then the City shall continue the coverage listed above. For retirees who are eligible for Medicare the City shall pay for coverage under Medicare Supplemental Plan C with unlimited pharmaceutical coverage until such time as the retiree would have reached age 70. In addition, the City shall have the ability to pursue, with the cooperation of the retiree and/or covered individual, any and all appropriate riders and other forms of collateral coverage, which may serve to offset costs to the City.

In the event the retiree's spouse is not eligible for Medicare at the time the retiree becomes eligible for Medicare, the City shall provide the spouse insurance coverage through any current

retiree plan until such time as the spouse becomes eligible for Medicare or until the retiree reaches age 70. The spouse's copay will be equivalent to the single rate for such plan.

Retirees eligible for coverage under this section may change their participation in the plan only during the City-sponsored open enrollment period. The cost sharing rates shall be fixed for the term of the contract at the following monthly rates:

CP-2 Single \$50, Couple \$105, Family \$140
BC-1 Single \$45, Couple \$85, Family \$135
CPCM Single \$45, Couple \$85, Family \$135

Section 6

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 insurance plan.

Section 7

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

Section 8

The City 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. The Medical Benefits Office maintains all plan documents and applicable riders.

Section 9 – Domestic Partner Benefits

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

Section 10

The health insurance benefits for retirees and dependents specified in this Article, Section 5 shall cease when the retiree expires.

Section 11

Employees shall become eligible for coverage under the insurance plans listed above on the first day of the month following or coincident with 90 days of continuous employment provided, however, that such coverage shall exclude pre-existing conditions for the first full year of the employee’s employment.

Active Employees, including new hires, shall be enrolled in either BC-1 or BC-2 or Century Preferred Comp Mix with cost sharing based on the applicable COBRA rates as follows:

<u>Year</u>	<u>BC-1</u>	<u>BC-2</u>	<u>CPCM</u>
2008-2009	11%	9%	N/A
2009-2010	11.5%	9.5%	9.5%
2010-2011	12%	10%	10%

ARTICLE 18 - Residency

All employees shall, as a condition of employment, reside in New Haven or in a Connecticut town, a boundary of which is within twenty (20) miles of a boundary of the City of New Haven within six (6) months of their original date of hire which shall be considered as the date of graduation from the Police Training Academy and Certification as a Police Officer.

ARTICLE 19 - Management Rights

Except where the right of the employer to direct the work force is specifically relinquished, modified, or abridged by the terms of this Agreement or the State of Connecticut Municipal Employee Relations Act, the City shall have and retain the exclusive right to exercise all functions of management including, but not limited to, directing the activities of the Department, determining the levels of service and methods of operation and the introduction of new equipment, the right to hire, layoff, transfer and promote, to discharge and otherwise discipline employees for just cause, to determine work schedules and assign work.

ARTICLE 20 - Educational Incentive

Section 1

(a) Upon satisfactory completion of a degree program in Police Science or Administration at an accredited institution, eligible employees shall receive the following payments once annually. These payments shall not be cumulative for employees with more than one degree.

Associate Degree in Police Science or Administration	\$200.00
Bachelor's Degree	\$350.00
Master's Degree	\$450.00

The above rates shall be paid annually.

Section 2 Eligibility

(a) In order to be eligible for the educational incentive, employees who are enrolled in degree programs must notify the Department at the beginning of the academic year in which they expect to receive their degree.

(b) Upon successful completion of a degree program, the employee must provide proof of same to the Department in order to receive payment.

(c) Employees who already possess a degree shall present acceptable documentary evidence of same to the Department.

Section 3

Educational incentive pay shall be made in a lump sum during the month of July and such lump sum shall be the amount due each eligible employee for the preceding year. Any employee who is discharged shall not be entitled to the educational pay he or she would otherwise have received subsequent to the date of the discharge.

Section 4

Employees who resign shall receive a pro rata amount of educational incentive monies based upon the time actually worked during the preceding contract year.

ARTICLE 21 - No Strike

During the term of this Agreement, neither the Union, nor any employees shall induce or engage in any strikes, slowdowns, work stoppages, or other concerted refusal to render services.

ARTICLE 22 - Layoff And Recall

(a) For the purpose of layoffs, seniority shall mean the amount of continuous service in the employee's classification.

(b) If the City determines it is necessary to make layoffs, employees shall be laid off in the inverse order of their seniority. However, employees who possess special job skills need not necessarily be laid off if they do not otherwise have sufficient seniority, if in the reasonable determination of the City such special skills must be retained by the Department.

(c) Any employee who would otherwise be laid off pursuant to (b) shall be offered a position in a lower classification regardless of his or her seniority as it relates to the seniority of the other employees in said lower classification.

(d) At the time of layoff, employees shall undergo a complete physical examination. Employees shall be recalled from layoff according to their seniority in the classification from which the employee was laid off, provided the employee's physical condition is substantially the same at the time of recall as it was at the time of layoff, unless the City reasonably determines that special skills are required for the position being filled.

(e) The right to be recalled shall continue for a period not in excess of two years from the date of layoff. The seniority of any employee recalled within said two year period, shall be the most recent period of continuous service in the classification immediately prior to the layoff, including the time spent on layoff status.

(f) In the event that an employee is laid off prior to taking the vacation to which he or she is entitled in any calendar year, the employee shall receive payment determined by the portion of the contract year he or she had worked at the time of the layoff, in relation to his or her total vacation entitlement for that calendar year.

(g) Any employee on layoff shall not be entitled to contract benefits unless specifically provided for herein.

ARTICLE 23 - Prior Benefits

The City agrees to continue in force all benefits of whatever nature presently enjoyed by the members, not covered by the terms of this Agreement.

ARTICLE 24 - Personal Day

Section 1

Each Police Officer who works the work schedule per Article 13, Section 1 (c) shall be entitled to three (3) Personal Days per calendar year. Such days shall be with pay, shall not be charged against sick leave, shall not be cumulative and shall not be taken on any of the holidays specified in Article 9, Section 1 of this Agreement.

Section 2

A Police Officer intending to utilize a Personal Day, per Section 1 above, shall notify his or her Unit Commander at least forty-eight (48) hours prior to taking such leave unless such notification is impossible due to circumstances beyond the Officer's control.

In the event that during the period of time from Thanksgiving through New Year's Day the number of employees who request personal leave defined under this section compromises the activities of the Department or Division due to the number of individuals requesting a particular day, the Department or Division may deny the request in order to not disrupt the normal activities in such Department or Division. In such circumstances of conflict, seniority shall prevail. The creation of overtime shall not be a valid reason to deny a request for a personal day.

ARTICLE 25 - Training

Section 1

Each employee shall be required to attend training as the Department deems necessary. The purpose of such training shall be to provide all personnel with the needed skills to maintain their professionalism and to comply with State Training regulations. The parties recognize that employees who bid shifts in accordance with Article 13 shall have their shifts changed to accommodate training.

Section 2

Any officer involved in an on-duty shooting who has been placed on restricted duty by the Chief of Police may attend training. The City, however, may review its decision to send an officer on restriction to training on a case by case basis and, if determined by the Chief, notify the Union that it has decided not to send an officer on restricted duty to training. If training is denied, the Union may request an explanation for the denial from the Chief.

ARTICLE 26 - General Provisions

Section 1

Whenever the regular weekly pay checks are available to the Department on the day before pay day, the checks of personnel assigned to Squad C (2300 to 0700 and 2400 to 0800) shall be made available for distribution to such employees during the period of their tour of duty and in no case later than the terminal hour of their tour of duty.

Section 2

All members shall be provided with an identification card and a leather carrying case for the card and badge.

Section 3

Employees shall not be required to transport persons, who are not under police jurisdiction, when it is known that such persons are suffering from serious communicable diseases and whenever such persons are under police jurisdiction, and employees of the Department are required to be in close proximity to such persons, said employee shall be provided with protective equipment and the Department shall use its best efforts to take any and all necessary steps to safeguard the health of said employees.

Section 4

The Union shall continue to enjoy the privilege of placing ballot boxes in the Division, whenever the Union is engaged in conducting a referendum or Union election. The Union will be responsible for manning the boxes and for conducting the balloting in such a way as not to interfere with police business in the Division. The Union shall notify the Chief of its desire to conduct such balloting and the date as well as the names of the tellers responsible for conducting the balloting.

Section 5

The present practice of the Union being permitted to place notices in the Daily Bulletin and one Monopulse for reading at Roll Call shall be continued.

Section 6

Any member of the Department injured or otherwise disabled while making or attempting to make an arrest, or in the performance of any police duty, during his or her off-duty time shall be entitled to the benefits provided for and in the same manner as in Article 6, Section 2, Item (b).

Section 7

All supplies and equipment used in the Department In-Service Training Program shall be provided by the City at no cost to the members attending.

Section 8

The City agrees that whenever any City department has a desire or need of police service at any activity or function conducted by said department, the Chief of the Police Department shall determine whether such desire or need shall be met by assigning policemen on duty at the time of the activity or function in question, or whether such need or desire would be more properly met by assigning employees in accordance with the provisions of Article 14.

Section 9

If any Article or any Section of this Agreement is declared invalid for any reason, such declaration of invalidity shall not affect the other Articles and Sections or portions thereof which shall be valid.

Section 10

Union officers and delegates of the Union shall be allowed time off to attend meetings, conferences, and conventions without loss of pay provided that at no time shall more than three employees of the Department be granted this privilege without loss of pay.

Section 11

The City agrees to effectively assist any member in collecting any witness fee or fees due such member by reason of his or her response to a subpoena, issued by an attorney in connection with a civil court case, and when the attorney issuing each subpoena fails, neglects or refuses to pay such member the witness fee or fees due him or her as provided by law.

Section 12

(a) The Chief, or his or her designee, shall have the right to schedule a staff meeting of the Heads of the Operational Units irrespective of rank on a monthly basis at a time and date determined by the Chief.

(b) Heads of Operational Units attending such meetings at other than during their regular working hours shall not be paid. However, such meetings will be scheduled, insofar as practical, as to cause a minimum of inconvenience for the employees involved.

(c) Attendance of Heads of Operational Units at said staff meetings shall be mandatory except when a staff member is on vacation, sick leave, holidays or is excused by the Chief or his or her designee.

Section 13

Employees have the right to petition the Board of Police Commissioners for the removal of any disciplinary or other adverse information from their personnel files. Such petition should be processed through the Chief of Police. Each petition shall be reviewed upon its individual merits. It is understood by the parties that the documents removed from a personnel file shall be retained in a sealed file maintained by the Chief of Police until such time as permission is granted for the destruction of such document(s) by the Public Records Administrator of the State of Connecticut. It is understood that the "personnel file" referred to above includes an employee's personnel file and his or her internal affairs file.

Section 14

Once an Internal Affairs Investigation is turned over to the Chief of Police, the Chief shall, within ninety (90) days, either prefer charges, if any, or remove the complaints from the employee's files.

Section 15

The City of New Haven shall give local pistol permits to all employees who are New Haven residents, free of charge, who request such a permit.

Section 16

The parties agree that the Health Department shall be allowed to pay the Police Officer assigned as a Dog Warden a stipend out of their department as long as it is subject to pension deductions and credited as salary for pension purposes.

Section 17

Each employee within his or her division may be permitted to swap up to three (3) work days or shifts per calendar year with a fellow employee, provided his or her Division Commander has been notified in advance. Such swap or swaps shall exclude the City from any payment of overtime as a result of such swap or swaps. The employee who obtains another employee to work for him or her shall be required to report to work or obtain another person to work in his or her place if the person he or she swapped with is unable to report to work for any reason.

In the event that an employee swaps his/her shift with another employee and the employee who agreed to swap does not report to work for any reason, except for a job related injury, the following shall occur:

- a) The employee who initiated and obtained the swap of the affected shift shall be required to report to work on that shift or to obtain another person to work in his or her place;
- b) If the above cannot be accomplished, the employee who agreed to the swap shall be charged for the entire shift not worked;
- c) This employee shall have the option of having said charge credited against any of his/her accumulated paid leave accounts, except for his/her sick leave accumulation account unless the absence is actually due to reasons covered under the contractual provisions for sick leave. Written notification as to which accumulated paid leave account is to be credited against shall be given to the Chief of Police, or the authorized designee, no later than forty eight (48) hours after the date in which the employee returns to duty. If no written notification is given within the specified time frame, the Chief of Police, or the authorized designee, shall make the decision as to which paid leave account is to be credited.

In the event that an employee swaps his/her shift with another employee and then books off sick after reporting to work, the following shall occur:

- a) The employee who reported to work and then books off sick shall be charged with paid sick leave for all hours remaining in the shift that are not worked;
- b) Said charge shall be credited against this employee's sick leave accumulation account.

Section 18

Upon completion of a normal tour of duty, members shall be privileged to appear at the Station Desk and shall be relieved of duty, not later than the terminal hour of their shift. Locker Room Facilities shall be immediately available to employees upon the hour of termination of their tour of duty.

Section 19

Employees hired after the effective date of this Agreement who voluntarily leave the Department for employment in a law enforcement agency before he/she has completed a full twenty-four (24) months of employment from the employee's original date of appointment shall reimburse the Department in full for any and all training and certification costs in the amount of \$3,000.00. The City agrees to save the Union harmless from any action arising out of this Section.

Section 20

There shall be a "Hardship Committee" comprised of the following:

The Chief or his designee and two (2) non-bargaining unit members appointed by him on an annual basis and filled as needed.

The Union President or his designee and two (2) members appointed by him on an annual basis and filled as needed.

The Committee shall determine the criteria for approval. Such approval of any and all hardship cases which results in any alterations to an employee's work, paid leave and/or days off shall be determined on a case-by-case basis and no approval shall be considered as setting any precedent or past practice on either party.

Section 21 – Field Training Officers

Effective January 1, 2003 employees who serve in the capacity of a Field Training Officer (FTO) shall receive two (2) hours of time allowed, for every shift worked as a Field Training Officer. The terms of usage of TA time is still capped at a maximum of 480 hours as per the FLSA. The City does not concede that the issue of increased FTO time is a mandatory subject of bargaining.

The Chief of Police, or his/her designee, has the sole discretion to assign any Officer(s) to the Field Training Officer Training Program.

Section 22 – East Rock Park

East Rock Park shall be patrolled exclusively by members of Local 530 from 4:00 p.m. thru 8:00 a.m. as part of a regularly assigned beat patrol. Clearing and closing East Rock Park shall be the exclusive responsibility of Local 530 members.

Section 23 – Interviews

1. Members shall:

(a) Have the right to the presence of a union official whenever they are requested or required to give a statement which could result in discipline or discharge. If the member fails to request the presence of a union official, this right shall be deemed waived.

(b) Prior to, or during an interrogation, review any reports or statements they may have previously made on the subject of the interrogation.

(c) Prior to an interrogation, be entitled to review any civilian complaints made against them.

(d) During the interrogation, consult with their Union representative in the absence of the interrogator.

(e) Not be required to answer any questions concerning their off-duty conduct during the interrogation, unless the off duty conduct involves action in the members capacity as a police officer.

(f) Prior to or during an interrogation, may invoke the Fifth Amendment. The Fifth Amendment, however, cannot be used as a defense to discipline imposed upon a member for refusing to answer pertinent questions strictly and narrowly confined to the performance of the member's police duty.

2. The Union President shall not be required to provide any type of statement to the City concerning the subject of conversations between Local 530 Union Members and the Union President in his/her official capacity on matters related to collective bargaining.

3. The Union may, at its own expense, audiotape the interviews of its members when said interviews are recorded by Internal Affairs.

4. The City does not concede that anything contained in this section is a mandatory subject of bargaining.

Section 24 – Task Force

The general definition of a “task force” for assignment purposes shall be:

A task force is a coordinated multi-regional and/or multi-jurisdictional law enforcement unit to which one (1) or more Local 530 bargaining unit member(s) are assigned; such member(s) having the express authority to exercise full police power in and out of the City of New Haven.

ARTICLE 27 - Commanders

Section 1

The working conditions, salaries and benefits of the Commanders shall be as specified in the previous Articles of this Agreement except as superseded by the provisions of this Article. Prior to the signing of this Agreement the Commanders conditions of employment shall be determined by the practices that existed prior to the signing.

Section 2

The work schedule of the Commanders shall be flexible, however, the work day shall be eight (8) consecutive hours. The Chief shall have the right to change a Commanders hours of work provided he or she gives the employee 24 hours notice.

Section 3

Commanders work week shall be a 5-2, 5-2, 40 hours work schedule. Said schedules shall coincide with those work schedules recognized in this Agreement. Said weekly work schedule may be changed by the Chief provided he or she gives one (1) calendar week notice.

Section 4

Commanders vacation schedule shall be separate and apart from that of Captains, Lieutenants and Sergeants. No more than one (1) Commander shall be allowed on vacation at any one time unless authorized by the Chief.

Section 5

Commanders shall work in uniform unless designated by the Chief of Police to work in plainclothes.

Section 6

Commanders shall not be subject to a minimum (4) hours call-in pay if called back to work within two (2) hours of the end of their shift.

Section 7

Commanders shall not be entitled to overtime unless authorized in advance by the Chief of Police.

Section 8

Commanders shall be allowed to work extra duty only in a Supervisory capacity.

Article 28 – 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 sworn employees and to protect the public;
- B. To insure the reputation of the City of New Haven Police Department and its police officers as good, responsible citizens worthy of public trust;
- C. To demonstrate a clear expectation and understanding that a drug test shall be an integral part of any regular physical exam required by the Department and shall be considered a condition of entry/application to any promotion to a higher rank within the Department;
- 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 officer with the rank of Sergeant or above who is the employee's immediate supervisor in the chain of command, or the Chief of Police or his 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 530, Council 15, AFSCME, AFL-CIO or his designee.

H. Refusal to Submit to Drug and Alcohol Testing – The refusal by an officer to submit to a drug or alcohol screening test based on Rule 15 and General Order 87-1 shall constitute insubordination and shall subject the employee to subsequent disciplinary action.

Section 3: Voluntary Disclosure and Policy Provisions

A. 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 the Chief of Police 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. 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. In addition, an employee who has completed the initial probationary period and voluntarily admits there is cause for reasonable suspicion under Section 9, Step 4(c) of this Policy shall be entitled to one opportunity to enroll in the Employee Assistance Program of the City and avoid discipline, provided that he or she has not already engaged in that program twice prior, and provided further that the employee has not previously failed to comply with the requirements of that program during a prior enrollment.
3. 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.

B. Basis for Testing: The testing authorized under this policy shall be consistent with the rules of the Department, including but not limited to Rule 15 and General Order 87-1 as amended.

C. 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.

D. 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.

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

- Pre-employment drug testing;
- Random testing;
- Rule 15/General Order 87-1;

- Return to duty testing; and
- Follow up testing.

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

- Split analysis testing

F. Transportation: The City will provide transportation for the employee to the testing facility when the employee is being tested under Rule 15 and General Order 87-1 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. Employees performing safety-sensitive functions will be tested for controlled substances at a minimum annual rate of fifty percent (50%) of the average number of positions.
- B. Random selection shall be performed independently by the City's third-party program administrator utilizing a computer based scientifically valid method of selection. The selection process shall give each employee an equal chance of being selected each time a selection is made.
- C. The City shall conduct a minimum of four (4) selections annually, spread reasonably throughout the calendar year.
- D. Each employee upon notification of selection for controlled substances testing shall proceed immediately to the designated testing site.

Section 5: 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 the recognized legal limit or a verified negative result for drug use. When an employee engages in prohibited conduct, the City must advise the employee of the resources available to evaluate and resolve drug and/or alcohol problems through the EAP program. In addition, each employee who engages in prohibited conduct must be evaluated by a substance abuse professional (SAP) who shall determine what assistance, if any, the employee needs in resolving drug and/or alcohol problems.

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. The remaining period of treatment shall be considered an unpaid leave of absence for a maximum of fifty (50) days without a loss of seniority or benefit eligibility.

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. Failure to comply with the defined rehabilitation program and/or failure to pass a return to duty test may be considered grounds for further discipline.

Section 6: Alcoholic Beverages

- A. No alcoholic beverages will be brought onto Police Department premises, or consumed while on Police Department premises, except in the performance of an officer's official duties. The Police 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.
- C. Officers are excused from this provision under special written arrangements authorized by the Chief or his designee.

Section 7: Prescription Drugs

- A. No prescription drug shall be brought upon Police Department 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.

This Section shall not apply to prescription drugs which are brought into the Police Department by an officer(s) in the official performance of his/her duties for drugs which are logged as evidence in a timely manner.

- 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 the shift supervisor.

Section 8: Illegal Drugs

- A. The use or possession of an illegal drug or controlled substance by an employee, on or off 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 or off duty, to another person is cause for suspension or termination, and/or referral for criminal prosecution.
- C. Special consideration shall be given to officers who have been assigned undercover work and may have developed an addiction through such service. In such case, referral to a rehabilitation program shall be required for the first offense.
- D. This Section shall not apply to illegal drug or controlled substance which are brought into the Police Department by an officer(s) in the official performance of his/her duties for drugs which are logged as evidence in a timely manner.

Section 9: Testing Procedures

The procedures of the City of New Haven's Police Department in regard to an employee using, possessing or 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 Rule 15 or General Order 87-1 is applicable to a situation because an employee is under the influence of alcohol, drugs or chemicals shall immediately inform the employee of this preliminary determination and relieve said employee from duty with pay in order to protect said employee, fellow employees and the public from harm. The employee shall be entitled to Weingarten representation rights by a bargaining unit representative. 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 Police Chief, or in his absence, the ranking supervisor. Any officer being interviewed/tested may consult with and be accompanied by a representative of the Union and/or an attorney. The Union representative and/or attorney may confer with and advise the officer 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 and/or attorney is unable to be present.

STEP 3: The Police Chief, 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 interviewer 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 interviewer documents 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.
- c) If there is no criminal investigation pending the employee can, in a manner consistent with Section 3,A,2 of this Policy, 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 in Appendix A may be ordered by the Chief or, in his absence, the ranking supervisor. It is expected that the test will be administered within two (2) hours following the preliminary determination.

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 without pay.
 3. Third offenses shall result in immediate termination.
 4. Violations of this article shall be removed from an employee's record after ten (10) years from the date of the violation.
- 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.
- C. Testing Procedures: The testing procedures shall be in accordance with those set forth in Appendix A. Test results shall not be used for disciplinary purposes unless they have been obtained in accordance with the procedures outlined in this section.
- D. 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 9 of this Policy. In addition, the refusal shall constitute insubordination and the employee shall be subject to discipline.
- E. 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.

APPENDIX A – SUBSTANCE ABUSE POLICY
TESTING PROCEDURES

What are the testing procedures for drugs?

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

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

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

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

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

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

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

If the test result of the primary specimen is positive, you may request the Medical Review Officer to send the second (or split) specimen to a different certified lab for testing. The testing of the split specimen will be for the presence of drugs with the same criteria for the primary specimen being applicable. If the result of the test of the split specimen is “negative”, the MRO shall cancel the test. If an employee wants the split specimen tested, he or she must advise the MRO within seventy-two (72) hours of being notified of the positive test result of the primary specimen.

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

What are the testing procedures for alcohol?

Alcohol testing is done by testing breath, using a device called an Evidential Breath Testing Device (EBT). The EBT is a scientific instrument that determines the concentration of alcohol in the bloodstream by analyzing a specific amount of exhaled breath. The test result is a number representing the blood alcohol concentration (BAC), which is expressed in grams of alcohol per 210 liters of breath. The EBT prints out numbered copies of the test results. A BAC in excess of the statutory limit shall constitute a violation of the Policy.

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 in excess of the statutory legal limit 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.

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 Department Rules or General Orders 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. 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 29 - Duration

Section 1

This Agreement shall be effective on July 1, 2008 and shall remain in effect through June 30, 2011. The wages described in Article 16, Section 1 shall be retroactive to July 1, 2004 (with the exception of extra duty earnings). Negotiations for a new Agreement shall commence on or about January 1, 2011.

Section 2

The terms of this Agreement shall take effect upon the signing date of this Agreement.

IN WITNESS WHEREOF, The parties have caused their names to be signed on this 17th day of November 2009.

City of New Haven

Local 530, Council 15,
AFSCME, AFL-CIO

By: _____
John DeStefano, Jr., Mayor

By: _____
Louis G. Cavaliere, President

By: _____
James Lewis, Chief

By: _____
Frank Lombardi, Vice President

By: _____
Craig L. Manemeit
Director of Labor Relations

By: _____
Richard Miller, Secretary

By: _____
Anthony Zona
Treasurer

By: _____
Renee Luneau
Executive Board Member

By: _____
Louis Cavaliere, Jr.
Executive Board Member

By: _____
Arpad Tolnay
Executive Board Member

By: _____
Ken DeLorenzo, Staff Attorney
Council 15, AFSCME, AFL-CIO