

City of New Haven



EXECUTIVE MANAGEMENT AND CONFIDENTIAL EMPLOYEES

PERSONNEL AND PROCEDURES MANUAL

Approved July 7, 2008

Table of Contents

Article	Page
Article 1 – Preamble	3
Article 2 – Scope of Coverage	3
Article 3 – Amendments and Interpretations	4
Article 4 – Definitions	5
Article 5 – Hours of Work	5
Article 6 – Work Schedules	5
Article 7 – Overtime	6
Article 8 – Vacations	6
Article 9 – Sick Leave (Employees Hired before July 1, 2008)	7
Article 9(A) – Occasional Sick Leave & Short Term Disability (Employees Hired after July 1, 2008)	9
Article 10 – Personal Days	9
Article 11 – Holidays	10
Article 12 – Workers’ Compensation	10
Article 13 – Leaves of Absence	10
Article 14 – Health Benefits	11
Article 15 – Life Benefits	12
Article 16 – Disability Benefits	13
Article 17 – Deferred Compensation	13
Article 18 – Longevity Pay	13
Article 19 – Probationary Period	13
Article 20 – Vehicle Use, Travel and Reimbursement	14
Article 21 – Emergency Operations	14
Article 22 – Disciplinary Procedures	15
Article 23 – Grievance Procedure	15
Article 24 – Educational Assistance	16
Article 25 – Equal Employment	17
Article 26 – Salaries	17
Article 27 – Pensions	17
Article 28 – Key Employees	18
Article 29 – Duration	19
Article 30 – Continuation of Current Benefits	19
Article 31 – Substance Abuse Policy	19
Schedule A – Pension Provisions	28
Title Listing and Salary Range Information	39

Article 1 - Preamble

This manual is specifically designed to set forth personnel policies applicable to employees of the City of New Haven who are not covered by union contracts.

Article 2 - Scope of Coverage

Unless otherwise indicated, the personnel policies set forth in this manual apply to the employees occupying the following positions and defined as Executive Management or Confidential:

Executive Management:

Assessor
Chief Administrative Officer
Chief of Staff
City Engineer
City Librarian
City Plan Director
Community Services Administrator
Controller
Corporation Counsel
Development Administrator
Director of Buildings Inspection and Enforcement
Director of Cultural Affairs
Economic Development Coordinator
Director of Elderly Services
Director of Human Resources
Director of Labor Relations
Director of Legislative Services
Director of Organizational Development
Director of Public Information
Director of Traffic and Parking
Executive Assistant to the Mayor
Executive Director - Equal Opportunities
Executive Director - Fair Rent
Fire Chief
Health Director
Mayor
Parks Director
Police Chief
Public Works Director
Registrar of Voters
City/Town Clerk
Welfare Director

Confidential:

*Administrative Assistant (Mayor's Office)
Affirmative Action Officer
*Assistant Corporation Counsels

Assistant Personnel Administrator
 Chief Examiner/Secretary Civil Service
 *Deputy Chief of Staff
 Deputy Controller/Administration
 Deputy Controller/Operations
 Deputy Controller/Treasurer
 *Deputy Corporation Counsels
 Executive Administrative Assistant to Controller
 *Executive Administrative Assistant (Mayor's Office)
 *Executive Administrative Assistant (Labor Relations)
 *Executive Administrative Assistant (Human Resources/Organizational Development)
 Labor Relations Analyst
 *Legislative Assistant to the Mayor
 Fire Marshall
 Personnel Analyst
 Personnel Director
 Principal Personnel Analyst
 *Research Associate (Mayor's Office)
 Senior Personnel Analyst
 Voters Statistician

*Exempt from Civil Service pursuant to the Charter of the City of New Haven. These are unclassified positions.

Exclusions:

Excluded from coverage under these personnel policies unless other wise indicated are:

(A) All positions represented by any employee organization recognized by the City and/or Board of Education under the Municipal Employee Relations Act (CGS 4-474 et seq.) or the Teacher Negotiations Act (CGS 153(a) et seq.)

(B) All temporary, seasonal, contractual (including Board of Education's Administrators) or part-time personnel.

Article 3 - Amendments and Interpretations

(A) Any amendments to this manual shall be in writing, initiated by the Chief Administrative Officer or his/her designee and shall be effective only after approval by the Board of Aldermen.

(B) The determination as to eligibility for coverage under this manual shall be made by the Director of Organizational Development or his/her designee at the time of initial appointment. Interpretations of the substantive provisions of the manual shall be made in writing by the Director of Labor Relations and shall be effective only after the approval by the Board of Aldermen.

(C) Job titles can be added at the discretion of the Director of Organizational Development and communicated to the Controller.

(D) In the event that the position of Director of Organizational Development is not filled, the Director of Labor Relations and the Director of Human Resources shall be positions that will assume the responsibilities otherwise left for the Director of Organizational Development.

Article 4 - Definitions

(A) Executive Management - Any non-bargaining unit employee appointed to a full time general funded position, scheduled to work at least 35 hours per week and employed in one of the position titles under Section 2 - Executive Management.

(B) Continuous employment - Service unbroken by resignation, retirement, or termination.

(C) Vacation Year - January 1 through December 31.

(D) Regular Work Week - Five consecutive (seven hour) days of work.

(E) Contractual Employees - Employees hired pursuant to a specific employment contract related to a particular project for a specified period of time.

(F) Non-General Fund Employees - Employee whose compensation is not paid out of the General Fund of the City of New Haven.

(G) Confidential Employees - Non-bargaining unit employees as defined in the Municipal Employee Relations Act or defined as confidential employees by the AFSCME, Council 4, Local 3144 Union Contract and employed in a position title under Section 2 - Confidential Employees.

(G) Exempt and Non-Exempt Employees - Management employees who are specifically excluded from the Management Contract.

(H) Department Head shall mean those positions listed in either the relevant sections of the Charter or Ordinances of the City of New Haven who are not otherwise covered by a collective bargaining unit.

(I) Coordinator shall mean any of the four coordinators for which the Mayor has the authority to appoint pursuant to Article V, Section II of the Charter for the City of New Haven.

Article 5 - Hours of Work

(A) The number of hours in the workweek shall be established and regulated by Mayor. The usual number of hours in the workweek shall be 35 between Monday and Friday, inclusive.

(B) The City maintains the right to change the hours of work or workweek as determined by the appointing authority.

Article 6 - Work Schedules

Each employee shall be assigned a regular work week by the appointing authority, which may be subject to change based upon the operational needs of the department. Employees will be notified at least two weeks in advance of changes in the regular workweek, except where extraordinary conditions require otherwise.

Article 7 - Overtime

(A) Overtime for purposes of this manual is defined as all hours actually worked in excess of 40 in the work week. Eligibility for overtime shall be determined by relevant FLSA standards.

(B) Except as required by the FLSA, Executive Management employees will not be able to receive any overtime payments or compensatory time off pursuant to this provision.

(C) Non-Sworn Confidential employees whose normal work week is less than 40 hours and who work beyond their normal work week, but not in excess of 40 hours in a week, shall be eligible to receive an equal amount of time off during the week in which the additional hours are worked or the week immediately following. Any compensatory time not used by the last work day of the second week after it has been earned, shall be forfeited.

(D) When a department requires the services of a confidential employee beyond the fortieth hour in the employee's regular work week, compensation shall be made in accordance with the following:

1. Confidential employees in range 1 shall be compensated at the rate of time and one-half the regular hourly rate of pay for all hours actually worked in the excess of forty (40).

a) Overtime pay under this provision must be authorized in advance by the Department Head or his/her designee. Any overtime not authorized will not be paid by the City. The individual Department Head will be held accountable in such circumstances.

2. Confidential employees in Range 2 shall receive compensatory time off at the rate of straight time for all hours actually worked in excess of forty (40) hours in a regular work week. Confidential employees in range 3 and above shall not be eligible for compensatory time off pursuant to this provision.

a) Under no circumstances shall cash payment be made for compensatory time upon separation of service.

b) All compensatory time must be authorized in advance from the Department Head or his/her designee; otherwise it will not be recognized by the City.

3. Confidential employees in Range 1 who are called back to work shall receive time and one-half for each hour for a minimum of four (4) hours of pay.

Article 8 - Vacations

(A) All Coordinators and Department Heads, and the Chief of Police and Assistant Chiefs of Police who were not previously members of Local 530, shall receive four (4) weeks of vacation per calendar year. Any employee who has twenty or more years of continuous service shall receive five (5) weeks of vacation per year. For Chiefs of the sworn services who are promoted into the rank and have been members of the bargaining unit prior to promotion into either the Chief or Assistant Chief position, such employee shall receive vacations that are consistent with the bargaining unit from which they were promoted.

(B) All other non-sworn employees covered by this manual shall receive three (3) weeks of vacation per year after one year of continuous service. After completing five (5) years of continuous service, said allowance shall be increased to four (4) weeks per year. After completing 20 years of continuous service, said allowance shall be increased to five (5) weeks per year. Advances of vacation, not to exceed ten (10) days, may be approved at the discretion of the appointing authority. In the event of a separation of service, an adjustment shall be made in favor of the City, and the employee shall be liable for repayment of any remaining balance due. For confidential employees of the sworn service who are promoted into the rank of Assistant Chief such employee shall receive vacations that are consistent with the bargaining unit from which they were promoted.

(C) Vacation allowance for all those covered by this manual shall be pro-rated in the event an employee has less than a full year of service during any calendar year.

(D) No employee shall be permitted to carry over the succeeding calendar year more than forty days vacation.

(E) Prior Service

1. Employees who have prior years of service with agencies not funded out of the general fund, but which would otherwise be considered regular City agencies and who become general funded employees without a break in service, shall be given credit for prior years of continuous service for purposes of vacation entitlement. Any vacation earned with such agencies must be utilized before the changeover to regular City employment. Employees being promoted to non-bargaining unit positions shall likewise be credited with continuous employment for vacation purposes. Employees who are promoted from a former bargaining unit position shall be credited with continuous employment.

(F) Utilization

1. All vacations are to be authorized and approved in advance by the Department Head, or Coordinator, in the case of the Department Head.

2. Vacation shall normally be utilized within the vacation year in which it was earned. Vacation carryovers must be approved by the appointing authority before December 31st of the calendar year in which the vacation time was earned and must be communicated to Payroll, Labor Relations and Human Resources.

3. When conflicts arise in selection of vacation time the senior employee will be given preference whenever practicable depending upon the operational needs of the department.

(G) Payment upon Separation of Service

1. Employees who retire or otherwise leave the employ of the City in good standing shall be paid for their vacation time not used. Certain exceptions to this section may apply to an employee who has been approved for a vacation carryover.

Article 9 - Sick Leave

All employees hired on or before July 1, 2008, or any employee who is promoted from a bargaining unit position into a position defined as Executive Management or Confidential Employee who at the time of such promotion is eligible for sick leave accumulation and all Assistant Chief's of Police, shall be governed by

Article 9, Sick Leave. Any employee hired on or after June 30, 2008, or a promoted employee who was governed by an occasional sick leave and short-term disability policy in the position he/she held immediately before the promotion, shall be governed by Article 9(A), Occasional Sick Leave and Short Term Disability.

(A) Allowance

Employees covered by this manual shall earn and accrue sick leave at the rate of one and one-quarter days per month of service. Credit for a full month will be given in any month an employee actually works or is on an approved leave with pay for at least ten working days.

(B) Utilization

1. Sick leave must be authorized and approved by the Department Head. Department heads must get approval from his/her Coordinator

(C) Accumulation

1. Each employee shall be permitted to accrue sick leave to a maximum of 150 days.

2. Employees hired before November 15, 1991 who leave the City service in good standing and who have a minimum of 30 days accrued at the time of separation, shall be paid for one-half the total number of accumulated days at the rate of pay then in effect.

3. Employees hired before November 15, 1991 who retires in accordance with one of the City's Employee Retirement Plans shall be paid for all sick leaves accumulated to a maximum of 120 days, at the rate of pay in effect at the time of retirement. Employees who retire who are not in one of the City's Employees Retirement Plans shall also be eligible to receive such payment if they are at least sixty five (65) years old or would have been eligible had they been members of the retirement plan.

4. In any year (12 months of service from employment date) that an employee utilizes 6 or fewer sick days, he shall accrue 3 personal days for the use in the next year. In any year (12 months of service from employment date) that an employee utilizes 4 or fewer than sick days, he shall accrue 4 personal days for use in the next year.

(D) Advance of Sick Leave

A maximum of 15 days of sick leave may be advanced during a twelve (12) month period an employee at any given time at the discretion of the Department Head, or Coordinator in the case of the Department Head. In the event of separation from service, an adjustment in salary shall be made in favor of the City of New Haven for the advanced sick leave granted.

(E) Sick Day Donations

Sick leave may be donated to fellow employees if authorized by the Director of Labor Relations. Said approvals shall be reduced to writing without precedent and handled on a case-by-case basis. Donated sick leave not utilized for its intended purpose is forfeited.

ARTICLE 9(A) – OCCASIONAL SICK LEAVE & SHORT TERM DISABILITY

(A) All non-sworn employees initially hired on or after July 1, 2008, or a promoted employee who was governed by an occasional sick leave and short-term disability policy in the position he/she held immediately before the promotion, shall be governed by this Section 9(A), Occasional Sick Leave and Short Term Disability.

(B) Employees who have completed their probationary period shall be covered by a short term disability policy as described herein. In addition, employees shall be allowed seven (7) paid sick days per year.

INCOME PROTECTION PLAN

(A) Purpose

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

(B) Eligibility

To be eligible for disability benefits, an individual must be a full time employee and must present medical documentation substantiating the disability.

(C) Short Term Disability

1. Short term disability shall apply to any extended absence for sickness or non-job related injury of more than seven (7) consecutive calendar jobs.

2. After the seventh (7th) day of absence and for a maximum duration thereafter of twenty-six (26) weeks, weekly benefits will be paid in the net amount of sixty-six and two-thirds percent (66-2/3%) of normal weekly straight time earnings, provided the employee is under the care of a licensed physician.

3. For all periods of any short term disability, the employee shall be considered to be an active employee and entitled to any and all benefits provided by this manual.

Article 10 - Personal Days

(A) Each employee shall be entitled to two (2) days per fiscal year to be known as personal leave. Such leave shall be with pay, and not charged against sick leave.

(B) Any non-exempt employee intending to utilize personal leave shall notify his supervisor at least forty-eight (48) hours prior to taking such leave unless notification is impossible due to circumstances beyond the employee's control.

(C) Personal days (excluding those earned in accordance with Article 9, Section C(4), not taken by June 30 of any year are forfeited. In no event shall any employee be paid for personal days upon separation for City employment.

Article 11 - Holidays

(A) Employees covered by this manual shall receive twelve (12) paid holidays per year. The eleven (11) holidays, which will be celebrated on the dates prescribed by law, are New Year's Day, Martin Luther King's Birthday, Presidents' Day, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day and Christmas Day. In addition, employees shall receive one (1) floater holiday for use at the employee's discretion.

(B) The normal method of compensation for holidays shall be to receive the day off with pay. If the operational requirements of a department are such that a non-exempt employee is required to work on the day of the holiday, the employee would be eligible for overtime pursuant to the FLSA.

1. Holidays which fall on a Saturday will normally be celebrated on the Friday before the actual holiday. Holidays which fall on a Sunday will normally be celebrated on the Monday after the actual holiday.

Article 12 - Workers' Compensation

(A) In the event an employee covered by this plan is injured in the course of employment and is receiving Workers Compensation, he/she shall receive the difference between the Worker's Compensation pay and his/her regular weekly salary for a maximum of 13 weeks, per injury, including any reoccurrence of the original injury.

(B) In addition to existing rights the City has or may have to receive Workers Compensation payments from responsible third parties, the City shall have the right to recover an payment made by it to supplement said benefits from such a responsible third party. If the employee recovers a judgment or otherwise settles his/her claim against a responsible third party, the City shall be reimbursed by the employee to the extent of the benefits paid by it.

*Police and Fire Executive Management and Confidential employees covered by this manual shall receive the same Workers Compensation benefits as the majority of employees that they supervise. This benefit shall apply to all non-bargaining unit Police and Fire sworn personnel effective calendar year 1981.

Article 13 - Leaves of Absence

(A) Leave Without Pay

Leave without pay may only be obtained from the Appointing Authority.

(B) FMLA (Family & Medical Leave Act)

(1) 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 statutorily allotted weeks of FMLA leave during a twelve (12) month period in accordance with the federal FMLA. Any accumulated paid

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

(2) 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 or vacation credits. However, the continuity of employment shall be preserved for purposes of vacation and longevity entitlement and other benefits based upon time in service.

(3) Employees on a leave of absence without pay will be eligible to continue their health insurance coverage at the group rate. Arrangements to do so must be made in advance with the Department designated to handle such arrangements or the insurance coverage will be terminated. However, employees on FMLA leave shall have their health insurance coverage maintained during such leave on the same terms as if they had continued to work. Provided, if the employee fails to return to work, the employee shall be liable for the retroactive premium payments in accordance with the FMLA.

(4) 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.

(C) Bereavement Leave

1. When there is a death in an employee's immediate family, the employee may be absent from work for not more than five consecutive calendar days immediately following the date of death. If any of the days are regularly scheduled work days the employee shall receive his/her normal pay, notwithstanding the absence from work.

a) Immediate family shall include spouse, domestic partner, parent, grandparent, mother-in-law, father-in-law, child, grandchild, brother, sister, or other person who is an actual member of the employee's household.

2. Employees may take leave to attend funerals for close relatives related by blood or marriage as follows: a) When the funeral is held within the New Haven area, one (1) day's leave will be granted; b) When the funeral is held away from the City of New Haven [area], by a distance greater than fifty miles, two (2) days will be granted.

(D) Jury Duty Leave

1. Employees summoned for jury duty will receive the difference between their regular pay and the compensation received from the State while on required jury assignment.

a) Notification of jury duty leave must be made in writing to the appointing authority with a copy to the Controller's Office.

(E) Military Leave

Military leave shall be in accordance with State and Federal law.

Article 14 - Health Benefits

- (A) All employees hired after November 15, 1991, shall be eligible for City-provided medical benefits on the first day of the month following or coincident with the completion of the ninety (90) working day probationary period.
- (B) Medical Benefits provided by the City, either primary or alternative shall exclude pre-existing an employee's date of employment for a periods of one year.
- (C) Police Chief and Assistant Police Chief, who are non-bargaining unit sworn personnel, shall receive the same Health benefits for themselves and their enrolled dependents as are afforded to active and retired members of the New Haven Police Union, Local 530, Council 15, AFSCME, AFL-CIO as contained in the existing collective bargaining contract with the City of New Haven.
- (D) Fire Chief and Assistant Fire Chief, who are non-bargaining unit sworn personnel, shall receive the same Health benefits for themselves as their enrolled dependents as are afforded to active and retired members of the New Haven Firefighters Union, Local 825, IAFF, AFL-CIO as contained in the existing collective bargaining contract with the City of New Haven.
- (E) All other employees covered under this manual shall receive the same Health benefits for themselves as their enrolled dependents as are afforded to active and retired members of the New Haven Management and Professional Management Union, Local 3144, Council 4, AFSCME, AFL-CIO as contained in the existing collective bargaining contract with the City of New Haven.
- (F) All employees shall have deducted from their pay an employee contribution toward the monthly cost of the health benefits package insurance premiums based upon monthly rates as calculated annually by the controller's office.

The City retains the option to require reenrollment for all members of this plan at its discretion.

At such time all members will be required to reenroll 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 reenrollment will not be eligible for continuation of medical benefits until such time as he/she reenrolls pursuant to this section.

Article 15 - Life Benefits

- (A) In accordance with the carrier's policy, a twenty thousand dollar (\$20,000.00) term life insurance policy is provided and paid for by the City for each employee.
- (B) Employees may purchase additional life insurance and pay the same by way of monthly payroll deductions. Such insurance may be purchased in an amount equal to one, two or three times the employee's annual salary, not to exceed \$100,000.00. The present cost of such insurance to the employee is twenty-five cents (\$.25) per month per thousand dollars of coverage. This rate is subject to change.
- (C) In addition to the above life insurance benefit, any employee covered under this manual who receives a salary of \$50,000.00 or greater shall receive a \$100,000.00 term life policy and a \$100,000.00 Accidental Death and Dismemberment Policy.

Article 16 - Disability Benefits

All employees covered under this manual may purchase the long-term disability benefit plan offered to the City at the City's group rate. Premium payments for this benefit will be made through payroll deductions.

Article 17 - Deferred Compensation

All employees covered under this manual are entitled to participate in the deferred compensation plan offered by the City. Any contribution to this plan must be made through a payroll deduction.

Article 18 - Longevity Pay

(A) Longevity payments will be made in a lump sum during the month of January for the preceding calendar year in accordance with the following:

1. Employees with at least six, but less than ten, years of continuous service shall receive an amount equal to one percent of his/her basic annual salary for the preceding year.
2. Employees with at least ten, but less than 20, years of continuous service shall receive an amount equal to three percent of his/her basic annual salary for the preceding calendar year.
3. Employees with 20 years or more of continuous service shall receive an amount equal to four percent of his/her basic annual salary for the preceding calendar year.

(B) A pro rata lump sum longevity payment will be made to employees who resign, get laid off, or retire pursuant to the terms of the City Employees Retirement Fund. In the event of the death of an employee who would have been entitled to longevity, the pro rata payment shall be made to the employee's estate. Payment shall be made for that portion of the calendar year which the employee worked prior to retirement, death, resignation or layoff.

1. An employee who is discharged shall not be eligible for longevity.
2. Employees who are on Worker's Compensation are eligible to receive longevity pay provided they remain employees of the City of New Haven.

(C) For purposes of computing the entitlement to longevity, credit may be given for not more than one prior period of continuous service, at the discretion of the Director of Labor Relations.

1. An employee who was previously a non-general funded employee in a regular City agency, and who becomes a general fund employee without any break in service, will be given credit for prior years of service for purposes of longevity entitlement.

Article 19 - Probationary Period

(A) Confidential employees covered by this manual, shall be subject to an initial probationary period of 90 working days.

(B) An employee may be terminated at any time during the probationary period. Such discharge is without the right of appeal. Employees so terminated shall be notified in writing.

(C) Time spent in a temporary appointment shall not be credited toward the required 90 day probationary period necessary for permanent appointment.

Article 20 - Vehicle Use, Travel and Reimbursement

Employees utilizing City owned vehicles shall abide by the City's Vehicle Use Policy.

(A) Out-of-Town Travel

All requests for travel on City business out of town shall be made in advance on forms provided by the Controller's Office, and shall be subject to the approval of the Mayor or Coordinator. Reimbursement rates are subject to the established rates as put forth by the Controller's Office.

Article 21 - Emergency Operations

The following provisions will be operative when the Mayor declares that an emergency situation exists (due to a snow storm, hurricane or other natural disaster or emergency situation).

Essential employees in any given emergency are determined by the Mayor in consultation with the Chief Administrator's Office.

(A) Department Responsibility

1. Mayoral declaration of an emergency situation shall not be construed as an order closing down City offices and operations.

2. Each Department Head shall be responsible for determining which services of the department are essential and are to be carried on during the emergency. The Department Head or supervisor shall have the power and responsibility to determine which employees are needed to perform special duties outside the scope of their usual functions. To this end, employees may be assigned by the Department Head or supervisor to work in locations and capacities outside of their usual working assignments, e.g., storm center, school, communications, etc.

3. Employees included on such lists are to be notified by the Department Head or supervisor for this determination and shall provide to the Department Head or supervisor a telephone number at which they can be reached in the event they must be called in to work during such an emergency. When an emergency is declared, the Department Head will be responsible for contacting those individuals who will be required to report to work. Any employee included on the emergency employee list who is called upon to work during an emergency and who is unavailable to work without a satisfactory explanation may be docked pay if called in within the hours of his/her normal work day and/or subject to appropriate disciplinary action.

(B) Compensation

1. Employees who are not required to work, as determined by the Mayor or his/her designee, during a declared emergency shall receive their normal pay.

2. All Confidential employees who are required to work during an emergency on tasks beyond the scope of their normal work assignments shall be compensated in accordance with the overtime provisions of this manual.

(C) Limitations

1. Employees shall not be permitted to work more than 16 consecutive hours. Any employee working 16 consecutive hours shall not be permitted to return to work within eight hours.

2. No compensation shall be available for employees who work in excess of 16 consecutive hours in contravention of this manual.

Article 22 - Disciplinary Procedures

For Confidential Employees:

(A) Each Department Head shall have authority to exercise discipline as required to carry out the responsibility of the department and to direct employees of the department in the performance of their duties, subject to the provisions of this agreement.

(B) Disciplinary action should be consistent with the type of infraction or malfeasance which is the subject of the discipline.

(C) Disciplinary action may be in the form of an oral warning, a written warning, a suspension without pay or a discharge.

1. Discipline should be progressive in nature, but where circumstances warrant termination, it need not necessarily have been preceded by lesser disciplinary actions.

(D) All disciplinary actions should be communicated, in writing, to the employee, with a copy placed in the department's personnel folder. Copies of disciplinary actions should be sent to the Department of Human Resources and Labor Relations.

(E) Employees who are discharged during their probationary period shall not have recourse.

For Executive Management:

Members of the Executive Management group will be subject to the disciplinary procedures as provided for in the Charter and relevant ordinances.

Article 23 - Grievance Procedure

For Confidential Employees:

(A) Any employee who is not a Department Head or Coordinator covered by this manual who feels that there has been a misapplication or misinterpretation of the terms of this manual as they affect the

individual's terms of employment, or that the individual has been unfairly disciplined, may pursue a grievance in accordance with the following:

1. First, the matter should be discussed with the employee's Department Head or Coordinator within three working days in an effort to resolve the problem.
2. Second, if the problem cannot be resolved with the Department Head, the employee should address the Department Head in writing, concerning the problem within ten working days of the date the employee knew, or reasonably should have known, of the facts underlying the grievance. A copy of the letter to the Department Head should be sent to the Director of Labor Relations and Human Resources. The Department Head shall respond to the grievance in writing within ten working days of receipt of the grievance.
3. If the response of the Department Head is not satisfactory, the employee may write to the Director of Labor Relations, explaining the problem and citing the provision of the manual the employee feels is being misinterpreted. The employee should include with his letter a copy of the Department Head's reply, if any, and any other supporting information. The Director of Labor Relations or his/her designee will reply to the grievance within ten working days. This answer will constitute the final disposition of the matter.

(B) Employees in the Office of Corporation Counsel are subject to the provisions of Section 17 of the revised Charter of the City of New Haven, as revised in 1992.

Article 24 - Educational Assistance

(A) Eligibility

Applicants for educational assistance must have at least one year of continuous service at the time of application.

1. All applications for education assistance must be made prior to the time of registration. Applications not made in advance will be rejected.
2. Course work for which assistance is being requested must be job related, or it must be of such a nature as to improve the employee's promotional opportunities, or it must be a requirement of a college or university degree program which is related to the employee's development as a City employee.
3. Course work must be taken at an appropriately recognized and certified educational institution. No reimbursement is available under this manual for association meetings, conventions, institutional programs or other similar forms of extracurricular programs.
4. Applications for educational reimbursement are available from the Department of Human Resources. Completed applications are to be submitted by the Department Head or supervisor for approval by the Director of Organizational Development provided funds are available.

(B) Reimbursement

The City will reimburse employees for actual allowable expenses incurred to a maximum of \$250.00 per semester not to exceed \$750.00 per calendar year, provided funds are available.

1. Allowable expenses include tuition, books, lab fees and registration.

2. In order to be reimbursed, the employee must provide satisfactory evidence of completion of the course with a grade of “C” or higher for undergraduate school courses, or “B” or higher for graduate level courses, and proof of prior payment.

Article 25 - Equal Employment

There shall be no discrimination, threat, penalty, coercion or intimidation of any kind against any employee for reasons of race, creed, color, sex, sexual orientation, religious belief, national origin, political affiliation, age or disability.

Article 26 - Salaries

The Board of Aldermen shall adopt the Executive Management pay plan ranges.

Article 27 – Pensions

(A) Executive Management

(1) All employees covered under this manual (with the exception of appointed or elected officials) shall, at their option, be members of the City Employees Retirement Fund and be governed by the terms of the Articles of the Pension Agreement of the Management Contract for members of Local 3144 AFSCME, AFL-CIO as stated in Schedule A or shall participate in such other retirement plan as the City may offer from time to time.

(2) Effective on the adoption of this manual, all executive management employees whose initial hire date into City service is after July 1, 2008 shall be covered by Social Security. Additionally, based on the provisions of the Article 28, the City may elect to provide an employee with employer contributions into a defined contribution plan. The Plan shall be established by the Department of Labor Relations in coordination with the Department of Finance, Department of Human Resources, and the Department of Management and Budgets. The amount to be contributed will be determined by the Controller’s office with final approval by the Mayor. In the event that the City elects to contribute to the member’s defined contribution plan the member shall be fully vested after three years of service to the City. In the event that the member is not reappointed at such employee’s term expiration, dies, or is disabled from performing the essential functions of the position, the City’s contribution will fully vest with the member. In the case of death or disability the individual must be an employee of the City at such time of the event’s occurrence. For Executive Management employees hired prior to July 1, 2008, the Mayor may elect to transition the employees from the City Employee’s Retirement Fund to social security with a defined contribution plan.

(3) Notwithstanding paragraph 2, members of the Sworn Services (Police and Fire) who are members of the P&F pension plan at the time of becoming members of Executive Management may remain as members of the P&F plan provided that they remain in a sworn capacity (Police or Fire) while in Executive Management or elect to be enrolled in a defined contribution plan. Where such member chooses to be included in the defined contribution pension plan, the member shall not be eligible for pension payments under the P&F fund until such

time as the member retires from City service and such time served in the defined contribution plan shall not count toward service credit for P&F final pension calculation.

(B) Confidential Employees

All Confidential Employees covered under this manual shall be members of the City Employees Retirement Fund and be governed by the terms of the Articles of the Pension Agreement of the Management Contract for members of Local 3144 AFSCME, AFL-CIO as stated in Schedule A.

(C) Contribution Rate

Notwithstanding the language contained above in paragraph (A) and (B), the contribution of salary to be made to the CERF defined benefit pension funds by Executive Management and Confidential Employees shall be an amount equal to the FICA rate or the contribution rate contained in the Local 3144 Agreement, whichever is greater. For sworn members of Executive Management who are members of the P&F fund the contribution rate shall be equal to the FICA rate or the contribution rate contained in the appropriate collective bargaining agreement (Police or Fire). The higher rate shall prevail.

(D) Prior Service

Any employee hired or promoted to Executive Management who has prior City service and was a member of either CERF or the P&F pension fund shall be allowed to bridge through purchase of his/her time for pension credit regardless of the fund for which the Employee was previously a member and shall be allowed to join CERF under the provisions Paragraph A of this Article so long as the original hire date with the City of New Haven was prior to July 1, 2008.

(E) Vesting Language

Notwithstanding any language to the contrary, any employee covered by this manual who would otherwise vest under the terms of Schedule A but does not satisfy the vesting requirements of the Executive Management language shall be allowed to vest in a manner consistent with the vesting terms of Local 3144 provided such employee has worked at least ten (10) years for the City of New Haven.

(F) Illegal Conduct

Notwithstanding any language in this Article or any prior provisions of this manual or any provisions of Schedule A, any employee covered by this manual who engages in illegal conduct performed while acting as if the actions are under the color of law or in the course and scope of his or her employment or during which time the member was being paid to perform work for the City and is in fact terminated from employment by the City for such conduct, shall forfeit his or her rights to all pension and other retirement benefits and only be allowed to recover funds that said officer actually contributed to such fund plus an interest rate as determined by the CERF or P&F trustees, as applicable.

Article 28 – Key Employees

In certain instances to enable the City to hire the preferred candidate and where the terms of this manual would otherwise prevent the City from hiring an appropriate candidate, the City may elect to negotiate with the successful candidate benefits outside the terms of this manual. In such instances the Mayor shall have the authority to offer key employees a separate vacation allotment, a severance package (maximum one and

one/half (1.5) times the base salary), and pension contributions into a defined contribution pension plan of up to 10% of such employees base salary. In such cases where the parties negotiate a different vacation allotment than what is offered in Article 8, such vacation allotment shall not exceed the maximum amount of vacation allowed in the Local 530 collective bargaining agreement. The usage and carryover of vacation shall be controlled by Article 8. Additionally, the Mayor shall have the authority to negotiate a salary within the key employee range approved by the Board of Alderman (currently called E10).

The following positions will be considered key employees:

Assessor;
City Engineer;
Chief of Police; and
Corporation Counsel.

Article 29 - Duration

This manual shall run concurrent with the AFSCME Local 3144, AFL-CIO Collective Bargaining Agreement and shall be updated and communicated to the Board of Alderman in conjunction with approval of Local 3144's successor agreement.

Article 30 - Continuation of Current Benefits

All employees covered under this manual shall continue to receive the benefits enjoyed under previous policies. Any changes reflected in this manual will affect newly hired individuals or those promoted or transferred from another position.

Article 31 - Substance Abuse Policy

Section 1: Purposes

The purposes of this policy are as follows:

To establish and maintain a safe, healthy working environment for all employees and to protect the public;

To insure the reputation of the City of New Haven employees as good, responsible citizens worthy of public trust;

To demonstrate a clear expectation and understanding that a drug test shall be considered a condition of entry/application to the employ of the City and in reasonable suspicion scenarios as defined herein;

To reduce the incidents of accidental injury to person or property;

To reduce absenteeism, tardiness and indifferent job performance; and

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

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

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

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

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

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

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.

Refusal to Submit to Reasonable Suspicion Drug Testing – The refusal by an employee to submit to a drug or alcohol screening test based on reasonable suspicion will result in the employee’s immediate suspension without pay and subsequent disciplinary action, which may include dismissal from the City.

Section 3: Testing Based Upon Reasonable Suspicion

- A. Purpose: This section is intended to specify the methods to be used by the City when an employee’s conduct, behavior, demeanor or statements have created reasonable suspicion that he or she has engaged in “substance abuse.” Substance abuse is defined for purposes of this section as the ingestion of an illegal drug or the abuse of alcohol or of a legally prescribed drug.
- B. Voluntary Disclosure and Employee Assistance:
1. An employee who has completed his or her initial probationary period with the City and has engaged in substance abuse and voluntarily discloses this issue to his/her Department Head and requests treatment and rehabilitative assistance shall be given assistance under the City’s Employee Assistance Program. Access of this type shall be limited to two occasions, provided that he or she has not previously failed to comply with the requirements of the program during a prior enrollment. An employee referred to the program shall not be disciplined for the substance abuse disclosed. However, failure to comply with the terms of this program shall subject the employee to discipline.
 2. Any employee who returns to employment following completion of a program under the Employee Assistance Program shall be subject to follow-up testing as determined by the EAP provider.
- C. Basis for Testing: The testing authorized under this policy shall be preceded by a determination by a supervisor that the conduct, behavior, demeanor or statements of the employee have given that supervisor “reasonable suspicion” that the employee has engaged in substance abuse.

- D. Preservation of Rights: This policy does not constitute a waiver of the rights of members of the bargaining unit regarding drug testing protection provided by United States or Connecticut Constitution or statutes.
- E. Preliminary Determination of Reasonable Suspicion of Substance Abuse:
1. An order to undergo a test pursuant to this agreement shall be based on preliminary and final determinations of reasonable suspicion of substance abuse by designated supervisors. A supervisor shall base his or her preliminary determination on facts regarding the conduct, behavior, demeanor and statements of the employee observed by that supervisor or reliably and speedily reported to him or her. This preliminary determination shall be followed by a final determination by a second supervisor who must confirm the preliminary determination in order for testing to be ordered.
 2. Designated supervisors shall be the Department Head, Deputy Department Head and any supervisor acting in the capacity of the Department Head or Deputy Department Head. The City shall provide training for such designated supervisors, but the lack of such training of a particular supervisor shall not prevent his or her determination of reasonable suspicion of substance abuse, unless the lack of training is shown to have undermined the reliability of the determination.
- F. Order to Undergo Test:
- When a designated supervisor makes a determination based on reasonable suspicion and that determination is confirmed by a second supervisor, the employee shall be informed of this preliminary determination and shall be immediately relieved of duty. The employee shall be entitled to Weingarten representation rights by a bargaining unit representative.
- Following the determination, the employee shall be directed to immediately report to the designated testing facility. It is expected that the test will be administered within two (2) hours following the determination.
- The employee shall be entitled to Weingarten representation during the sample production process.
- G. Testing Procedures: The testing procedures shall be in accordance with those set forth 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.
- H. Confidentiality: Records of the process used to order a test and test results shall be maintained along with other employee medical records, and shall be handled consistent with the policies respecting such records. In addition, an employee who elects participation in the Employee Assistance Program shall be required to authorize the release of these records to the personnel utilized in that program.
- I. What Constitutes a Refusal to Take a Test: The following actions may constitute a refusal to take a drug or alcohol test:
- Blatant refusal to submit to the testing procedure or engaging in any conduct that clearly obstructs the testing process; including being unavailable for testing;
 - Failure to provide an adequate amount of breath for an alcohol breath test without a valid medical reason;

- Failure to sign the alcohol testing form;
- Failure to submit to a confirmation test for alcohol after a positive result;
- Failure to endorse items to verify chain of custody for any specimen;
- Failure to provide sufficient amount of urine for a drug test without a valid medical reason;
- Failure to provide necessary identification before submitting to test;
- Failure to remain available for such testing.

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

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

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

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

- Split analysis testing.

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

Section 4: Random Testing

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

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

Section 5: Post-Accident Testing

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

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

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

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

Section 6: Return to Duty Testing

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

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

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

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

Section 7: Alcoholic Beverages

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

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

Section 8: Prescription Drugs

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

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

Section 9: Illegal Drugs

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

Section 10: Procedures

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

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

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

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

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

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

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

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

1. The first offense shall result in an immediate two (2) day suspension without pay.
2. Second or subsequent offenses shall be progressive in nature.

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.

APPENDIX A
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	300	300
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. If the result of the test of the split specimen is “negative”, the MRO shall cancel the test. If an employee wants the split specimen tested, he or she must advise the MRO within seventy two (72) hours of being notified of the positive test result of the primary specimen.

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

What are the testing procedures for alcohol?

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

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

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

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

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

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

SCHEDULE A - Pension Provisions

ARTICLE I-- GENERAL INFORMATION

Section 1 - General Definitions

As used in this plan the following terms shall have the following meaning:

The Fund or said Fund means the City of New Haven, City Employees Retirement Fund;

The City or said City means the City of New Haven;

The Treasurer and the City/Town Clerk mean, respectively, such Board or Officer of said City;

Eligible employee or Officer means any General Fund full time employee or paid full time Officer, elected or appointed, of said City, except an employee or Officer receiving benefits from or eligible for participation in any of the other pension or retirement funds of the City or the State of Connecticut;

Full time employee means any permanent employee who works twenty (20) or more hours per week;

Member of said Fund means an eligible employee or Officer who contributes to said Fund, or who has qualified for a disability annuity or a retirement benefit by reason of age and service;

Conditional member means a terminated employee who has ceased to contribute to the Fund but who has retained eligibility rights for a deferred pension;

He or his means “he” or “she” or “his” or “her”, as may be appropriate.

The pay of a member means all compensation for services, but shall not include allowance for a motor vehicle or other transportation.

Said Board or the Board means the Retirement Board created pursuant to the provisions of this plan.

Section 2 - Retirement Fund; Assets, Administration

There is established a Fund to be known as the “City of New Haven, City Employees Retirement Fund” for the benefit of the members as defined in this plan. Said Fund shall consist of:

- (1) All appropriations, gifts, or bequests made to the Fund from public or private sources for the purpose for which said Retirement Fund is established;
- (2) All contributions by participating members; and
- (3) All assets of the Employees Retirement Fund of said City heretofore created by an Act approved April 28, 1937 and subsequent amendment thereof.

The Treasurer of said City shall be the Treasurer of said Fund. The Retirement Board shall be the trustee thereof, and have full control and management of all its securities and assets, with power to invest and reinvest the same in accordance with the provisions of the General Statutes governing the investment of Trust Funds.

Said Board may, by written certificate, approved by the Board of Finance and accepted by the appointee and filed with the City/Town Clerk, appoint an incorporated bank or trust company doing business in said City as financial agent of said Board for such period as said Board may decide. Such appointee shall be, until otherwise ordered by said Board, the receiving and disbursing agent of said Board and said Fund. Said Board may turn over to such appointee the custody and possession of all or any part of the assets of said Fund to hold for and on account of said Board for such time as said Board may decide. For such services rendered by such Appointee reasonable compensation shall be approved by said Board and paid to such appointee out of income of said Fund. All annuities and all repayments under this plan, and under any amendments hereof, shall be paid from said Fund.

Section 3 - Retirement Board

The Retirement Fund shall be administered by a Retirement Board of seven (7) members as follows: The Mayor and Controller of said City, ex officio, three (3) persons appointed by the Mayor, and two (2) members of the Fund nominated and elected by members of the Fund (no more than one of which at any time shall be from the same Collective Bargaining Unit). The terms of appointed members of the Retirement Board shall be three (3) years, beginning on January first, the terms of one expiring at the end of each year. The terms of elected members of the Retirement Board shall be three (3) years, beginning on January first, said terms running concurrently. A member of the Retirement Board shall serve until his successor is named and has qualified, and the Mayor shall make such appointments to the Retirement Board as may be necessary to fill vacancies occurring during the term, except a vacancy in the positions of member representatives which shall be filled by the members of the Fund. No member of the Retirement Board shall incur any liability for any act done or omitted in the exercise of his duty, except due to his own willful misconduct and/or lack of good faith. The Retirement Fund shall indemnify and hold harmless each member of the Retirement Board for any and all claims or liabilities asserted against him by reason of his status as a member of the Retirement Board, except those claims or liabilities occasioned by his own willful misconduct and/or lack of good faith.

The Retirement Board shall submit annually to the Board of Finance of the City of New Haven a schedule of estimated appropriations of money necessary for the administration of this plan; and shall receive, control, manage and expend according to the provisions of this plan all of said Fund, including any monies contributed by employees; and shall invest and reinvest all of said Fund in accordance with the provisions of the General Statutes governing trust funds. Said Board shall determine the eligibility of a member of the Retirement Fund and his rights under this act; shall make bylaws and regulations not inconsistent with law for the administration of this plan; shall hire and dismiss any employees necessary for the proper administration of this plan and fix their compensation and shall engage expert actuarial, legal, auditing, investment and medical service when, in the judgement of the Retirement Board, it shall be advisable.

Section 4 - Payment by City

The City of New Haven shall pay to the Retirement Board such amounts to fund the benefits provided by this Article as shall be determined by the Retirement Board based on sound actuarial principles. For each fiscal year the City's payments shall be a percentage of the estimated total payroll of all participating members of the Retirement Fund. The City's payment shall also include the total administrative and other expenses of the Retirement Fund for each year.

Section 5 - Annual Reports of Retirement Board

The Retirement Board shall report annually to the Board of Aldermen of the City on the condition of the Retirement Fund.

Section 6 - Exemption of Fund and Benefits from Taxation, Attachment, Execution, Etc.;
Fund and Benefits Declared Unassignable

The right of any person under the provisions of this plan to any payment from said Fund, and said Fund itself, shall be exempt from any State, Municipal, transfer or inheritance tax and shall not be subject to attachment, garnishment or execution and shall be unassignable.

Section 7 - Limitations of Actions

No action for any amount due under the provisions of this plan shall be brought but within two years after the right of action accrues. Any person legally incapable of bringing an action when the right accrues may sue at any time within two years next after he becomes legally capable to institute suit. All amounts not claimed within said period shall remain absolutely a part of said Fund.

Section 8 - Effect of Workers Compensation

Any member receiving payments under the Worker's Compensation Act shall not, at the same time, receive an annuity provided by the Retirement Fund, except to the extent that such annuity for each month exceeds the Worker's Compensation benefit payable for the same month. If payment of an award or stipulation under the Worker's Compensation Act has been made and the time covered by such award or stipulation has ended, the member may thereafter receive annuities under the Retirement Fund to the extent that he is otherwise qualified to participate in the Retirement Fund at the time.

Section 9 - Accounts & Reserves

The Retirement Board shall maintain proper accounts and actuarial reserves for all benefits provided by this plan. These actuarial reserves shall include the following items:

- (1) A reserve to cover future payments on retirement annuities granted due to age and service;
- (2) A reserve to cover future payments on annuities granted due to disability;
- (3) A reserve to cover future payments of benefits granted to survivors; and
- (4) The balance representing the remainder of the accumulated contributions made by the members and by the City, to be held as a reserve for benefits accruing in future years in accordance with the provisions of this plan.

Section 10 - Actuarial Valuation

A complete valuation shall be made periodically (but at least bi-annually) by a qualified actuary in order to determine the amount of the reserve prescribed in Section 9 of this Article and the City's contributions prescribed in Sections 2 and 4 of this Article.

Section 11 - Membership Classification

Excluding sworn members of the protective services, when a member's status changes from one Bargaining Unit to another he will automatically become covered by the provisions of the Bargaining Unit which covers his new classification and his years of Credited Service will not be broken or diminished by reason of such change.

Sworn members who become members of executive management shall have the right to remain in the P&F fund.

Section 12 - Optional Transfer of Pension Credits In Event A Member Changes To, Or From, Permanent Employment Covered by the Policemen 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 made contributions to the first Fund shall be included in determining the amount of his pension benefits under the second Fund to which he has transferred his participation. Such transfer of credits shall be contingent on a transfer of cash between the Funds equal to the actuarial reserve for his participating service in the first Fund, including both the employee's and the City's contributions therefor, and **all rights to pension or other benefits under the first Fund will be terminated by such transfer.**

Section 13 - Miscellaneous

(a) In the event the Fund merges or consolidates with, or there is a transfer of assets or liabilities to any other Plan or Trust, each member would (if the Fund then terminated) receive a benefit immediately after the merger, consolidation or transfer which is equal to or greater than the benefit he would have been entitled to receive immediately before the merger, consolidation or transfer (if the Fund had then terminated).

(b) Participation under the Fund will not give any member any right or claim except to the extent such right is specifically fixed under the terms of the Fund and there are funds available therefor.

(c) If the Fund is terminated or if there shall be a complete discontinuance of the contributions under the Fund, the assets held in the Fund available for payment after provision for payment of all expenses of final liquidation or termination shall be allocated pursuant to the direction of the Board on the basis of actuarial valuations to the extent of the sufficiency of such assets for the purpose of providing retirement benefits determined by the Fund to have accrued under the Fund to the date of termination of the Fund. The allocation of the available assets in the Fund shall be in the manner and order described in the following paragraphs. If the amounts available shall be insufficient for a complete allocation in accordance with any paragraph, such amounts shall be allocated in a uniform manner to all persons in the group mentioned in such paragraph and no allocation shall be made under any subsequent paragraph.

(1) First, toward the payment of that portion of a member's benefit earned to date derived from his contributions (after reduction for annuity payments), whether to the contributing members, their survivors or beneficiaries.

(2) Second, an amount shall be allocated, which when added to the amount indicated in Paragraph 1, will be sufficient to provide retirement benefits to all persons who were receiving benefits on the date of termination of the Fund and members remaining in the employ of the City who have reached their normal retirement date.

(3) Third, an amount shall be allocated, which when added to the amount indicated in Paragraph 1, will be sufficient to provide retirement benefits for members still in the service of the City who were eligible to retire on an early retirement date.

(4) Fourth, an amount shall be allocated, which when added to the amount indicated in Paragraph 1, will be sufficient to provide benefits earned to date by those members who have earned 10 years Credited Service (but are not identified in Paragraphs 2 or 3).

(5) Fifth, amounts then remaining shall be allocated to provide benefits for all members not provided for above.

Amounts allocated in accordance with (1) through (5) above, may be applied in the discretion of the Board to provide benefits through the purchase of paid up annuities on an individual or group basis, through allocation of reserves within the then existing Fund and/or under a separate trust instrument or through participation in any other retirement plan or by any combination of these media or other means.

ARTICLE II PROVISIONS OF THE RETIREMENT PLAN APPLICABLE TO EMPLOYEES REPRESENTED BY THE EXECUTIVE MANAGEMENT MANUAL

Section 1 - Definitions

As used in this Article, the following terms shall have the following meanings:

Eligible employees holding positions which shall come under the category of Executive Management shall accrue the terms and benefits of this Article.

Section 2 - Determination of Contributions of Participating Members

The rate of contributions shall be 6.5 % of pay, said percentage to be deducted from each eligible participating member's pay and transmitted to said Board. Computation of the average rate for use in determining benefits under this Article shall be based on such member's basic rate of pay except that total earnings including overtime, if greater, will be used for any year when such member's contributions were based on such larger amount.

Section 3 - Provision for Refund of Contributions or Deferred Pensions for Members

Withdrawing From Service; Provision for Refund of Contributions upon Death of Member with No Qualified Survivors; Recovery from Disability

Withdrawal of contributions of a member shall not be permitted except in the event of discontinuance of employment. In the event of such discontinuance, the Retirement Board shall pay, upon request, to the member or to his representative, designated or otherwise, an amount equal to his total contributions to the Retirement Fund. Even if no such request is made, in the event of such discontinuance before the member has earned ten (10) or more years of Credited Service, the Retirement Board, in its sole discretion, may pay to the member, or to his representative, designated or otherwise, an amount equal to his total contributions to the Retirement Fund.

In the event of such discontinuance after ten (10) or more years of Credited Service, and provided he does not qualify for greater benefits under the provisions of Section 6, any terminating member who does not request a refund of his contributions will be retained as a conditional member and will be eligible for a deferred pension commencing when he attains age sixty five (65) or upon such earlier date as may be elected by the member pursuant to Section 6 (g). Such deferred pension shall be for an amount determined as two percent (2%) of the conditional member's average rate of pay averaged over those five (5) years of service producing the highest average, for each year of Credited Service, subject to a maximum of seventy percent (70%) of such average rate of pay and reduced as provided in Section 6 (g), if applicable. Such conditional member and his survivors will not be eligible for any disability, survivorship or other benefits which are provided for non-conditional members by other Sections of this Article. Any changes in his benefits and/or eligibility requirements for such benefits prescribed in this paragraph which are adopted after a conditional member has discontinued his employment with the City shall not apply to such conditional member.

In the event of a member's or a conditional member's death, the Retirement Board shall pay to his beneficiary, or to his estate if no named beneficiary is surviving, an amount equal to the excess, if any, of his total contributions over the total of any annuity payments made to him.

In the event that a member is survived by a widow, widower or child or children under age eighteen (18), the Retirement Board shall, in lieu of such repayment of contributions, pay the survivorship benefits provided in Section 8 of this Division. If the total benefit payments to such member and his surviving widow or widower and children shall be less than the amount of his total contributions, the amount of any excess shall be paid to the legal representative of the last survivor who received benefits.

A member whose disability benefits are terminated by reason of the member's recovery shall be entitled to the benefit of this Section, without regard to the amount of his Credited Service. Notwithstanding anything in this Section to the contrary, the Retirement Board shall not have the authority to pay any such member the amount of his total contributions to the Retirement Fund except upon such member's request.

Section 4 - Eligibility for Retirement

(a) Any member who has completed ten (10) years of Credited Service for the City shall be eligible for retirement according to the provisions of this Article at the age of sixty five (65) years (sixty [60] years if he became a participating member before July 1, 1974).

(b) After June 30, 1980 any member the sum of whose age and years of Credited Service for the City equals or exceeds eighty (80) shall be eligible for retirement according to the provisions of this Article.

(c) Any member who has completed ten (10) years of Credited Service for the City shall be eligible for retirement on account of disability according to the provisions of Section 5.

(d) "Credited Service" for the purposes of this Article, shall mean that number of full and fractional years (calculated on a daily basis) with respect to which a member's pay is reduced by the amounts provided in Section 2.

(e) Notwithstanding anything contained herein to the contrary, in the event a member separates from the City's service and receives a refund of his contributions pursuant to Section 3, the member's Credited Service shall include only those full and fractional years (calculated on a daily basis) occurring after the latest such refund, with respect to which the member's pay is reduced by the amounts provided in Section 2, unless:

(1) The member, within six (6) months of his return to the City's service, requests a reinstatement of his Prior Credited Service, if any;

(2) The members Prior Credited Service calculated as of the date of the latest refund exceeds the number of full and fractional years (calculated on a daily basis) falling between the date the member last separated from the City's service and the date first following such separation on which the member contributed to the Fund pursuant to Section 2;

(3) The member repays the latest refund together with three percent (3%) interest compounded annually; and

(4) The member passes such medical examination as the Retirement Board, in its sole discretion, shall prescribe. The Retirement Board shall have the sole discretion to determine whether the member has passed such medical examinations, and its decision shall be final and conclusive on all parties.

In the event a member satisfies all of the foregoing conditions, his Credited Service shall consist of those full and fractional years (calculated on a daily basis) occurring after the latest such refund with respect to which the member's pay is reduced by the amounts provided in Section 2 plus his Prior Credited Service.

For purposes of this Section, the term Prior Credited Service shall mean those full and fractional years (calculated on a daily basis) with respect to which the latest refund was made.

(f) "Credited Service" shall also include those full and fractional years (calculated on a daily basis) during which a member received a disability benefit, provided such member recovers from such disability, is rehired by the City and thereafter earns at least five (5) years of Credited Service.

Section 5 - Disability Annuities

Any member of the Retirement Fund who, after ten (10) years of Credited Service for the City, is permanently disabled from performing duties of the nature required by his job; or, irrespective of the duration of his employment, suffers such a disability which is shown to the satisfaction of the Board to have arisen out of or in the course of his employment by the City, as defined in the Worker's Compensation Act, shall be entitled to an annuity in an amount determined in Section 6; provided satisfactory proof of such disability shall be submitted to the Retirement Board.

The Retirement Board shall cause examinations to be made by at least two (2) impartial medical examiners to initially verify the existence of such disability.

The Retirement Board may, from time to time, call for similar medical evidence that the member continues to be permanently disabled. Such member shall be required to submit himself to any medical examination requested by the Retirement Board. If the Retirement Board, upon competent medical evidence, concludes that the disability for which the member is receiving an annuity no longer exists, such Board shall thereupon order a discontinuance of all such annuities payable to such member, effective on the date which is ninety (90) days after the Board concludes that the disability no longer exists. Each member whose benefits are terminated in accordance with this paragraph shall, regardless of the number of his years of Credited Service, thereafter be entitled to those benefits provided in the second paragraph of Section 3.

Disability annuity benefits shall be subject to the conditions set forth in Section 7.

Section 6 - Retirement and Disability Benefits

(a) For employees retiring by reason of age and service, the Retirement Board shall pay to each eligible member an annuity for life in an amount determined as two percent (2%) of the member's average annual rate of pay averaged over those five (5) years of service producing the highest average, for each year (or fraction) of Credited Service; provided such annuity shall not exceed seventy percent (70%) of his average annual rate of pay averaged over those five (5) years of service producing the highest average. Such annuity shall be paid monthly at the rate of one-twelfth of the annual amount so determined. A minimum annual pension of two thousand dollars (\$2,000.00) or eighty percent (80%) of the employee's annual rate of pay at the time of his retirement, whichever is smaller, is hereby established for present and future annuities.

(b) For employees retiring by reason of disability arising out of and in the course of employment as defined in the Worker's Compensation Act, the Retirement Board shall pay to each eligible member an annuity for life in an amount determined as two percent (2%) of the member's average annual rate of pay averaged over those five (5) years of service producing the highest average, for each year (or fraction) of Credited Service; provided such annuity shall not exceed seventy percent (70%) of his average annual rate of pay averaged over those five (5) years of service producing the highest average. Such annuity shall be paid monthly at the rate of one-twelfth of the annual amount so determined. A minimum annual pension of two thousand dollars (\$2,000.00) or eighty percent (80%) of the employee's annual rate of pay at the time of his retirement, whichever is smaller, is hereby established for present and future annuities. This disability annuity benefit shall be subject to the conditions set forth in Section 7.

(c) For employees retiring by reason of disability arising after the completion of ten (10) years Credited Service which is not a result of any pre-existing medical condition at date of employment, provided such disability was not incurred as a result of any other gainful employment, the Retirement Board shall pay to each eligible member an annuity for life in an amount determined as two percent (2%) of the member's average annual rate of pay averaged over those five (5) years of service producing the highest average, for each year (or fraction) of Credited Service; provided such annuity shall not exceed seventy percent (70%) of his average annual rate of pay averaged over those five (5) years of service producing the highest average. Such annuity shall be paid monthly at the rate of one-twelfth of the annual amount so determined. A minimum annual pension of two thousand dollars (\$2,000.00) or eighty percent (80%) of the employee's annual rate of pay at the time of his retirement, whichever is smaller, is hereby established for present and future annuities. Any pension payable by reason of such disability shall not be less than one-half of the member's annual rate of pay at the time of disability. This disability annuity benefit shall be subject to the conditions set forth in Section 7.

(d) For employees retiring by reason of disability arising after completion of ten (10) years of Credited Service which is a result of a pre-existing medical condition at the date of employment, provided such disability was not incurred as a result of any other gainful employment, the Retirement Board shall pay to each eligible member an annuity for life in an amount determined as two percent (2%) of the member's average annual rate of pay averaged over those five (5) years of service producing the highest average, for each year (or fraction) of Credited Service; provided such annuity shall not exceed seventy percent (70%) of his average annual rate of pay averaged over those five (5) years of service producing the highest average. Such annuity shall be paid monthly at the rate of one-twelfth of the annual amount so determined. A minimum annual pension of two thousand dollars (\$2,000.00) or eighty percent (80%) of the employee's annual rate of pay at the time of his retirement, whichever is smaller, is hereby established for present and future annuities. This disability annuity benefit shall be subject to the conditions set forth in Section 7.

(e) Any elected official whose period in office expires or elected official or appointed official whose service is terminated involuntarily, not due to malfeasance or misfeasance in office, or who resigns after completion of ten (10) years of service and upon attainment of the age of forty five (45) shall subsequently receive, commencing upon the attainment of the age of sixty (60) or upon qualification for disability annuity according to the provisions of this Article, an annuity for life equal to forty percent (40%) of his average annual rate of pay averaged over those five (5) years of service producing the highest average, plus two percent (2%) of such average annual rate of pay for each full year of service in excess of ten (10) years, provided such annuity shall not exceed seventy percent (70%) of his average annual rate of pay averaged over those five (5) years of service producing the highest average.

(f) Any member who is not eligible to receive a normal retirement or disability benefit under the provisions of this Section and who, after reaching the age of fifty five years and being a member of the Retirement Fund at the time, and after at least fifteen (15) years of Credited Service, is obligated to retire involuntarily from such service, which involuntary retirement is not due to malfeasance or misfeasance in

office, shall receive an annual retirement benefit equal to forty percent (40%) of his average annual rate of pay averaged over those five (5) years of service producing the highest average, plus two percent (2%) of his average annual rate of pay averaged over those five (5) years of his service producing the highest average, for each full or fractional year of Credited Service in excess of fifteen (15) years but in no event more than fifty percent (50%) of his average annual rate of pay for said five (5) years of his service. This provision shall apply to any person retired on or after July 1, 1997, provided such person makes written application to the Retirement Board within one year after such involuntary retirement.

(g) Early retirement option: Any (i) active member, or (ii) conditional member having ten (10) or more years of Credited Service, or (iii) member whose disability benefits are terminated by reason of his recovery, may elect early retirement on any date which is ten (10) or fewer years prior to the date on which he would first become eligible for normal retirement as prescribed in subsections (a) or (b) of Section 4, or subsection (e) of this section 6, in the case of an active member; or would have become eligible for normal retirement as prescribed in subsection (a) of Section 4 in all other situations covered by this Section had he remained in the City's employ. In such event his annuity, as determined by subsection (a) of this Section or Section 3, as the case may be, shall be reduced in amount by two (2%) percent for each full year by which his early retirement date precedes the earliest eligibility date for normal retirement as prescribed in subsections (a) or (b) of Section 4, in the case of an active member, or subsection (a) of Section 4 in all other situations covered by this Section, with a further proportionate reduction for any fraction of a year.

Section 7 - Additional Conditions for All Disability Annuities

Any disability annuity which is approved by the Retirement Board shall be subject to adjustment on account of the member's earnings from employment or self-employment of any kind, and his pension shall be discontinued unless he files with the Retirement Board annually before April 30th, a sworn statement of such earnings for the preceding calendar year as shown in his federal income tax return. The reduction in his disability annuity shall equal fifty (50%) percent of any excess of his earnings in the preceding calendar year over six thousand eight hundred dollars (\$6,800.00), but in no event shall such reduction exceed the amount of disability annuity paid for the period during which such excess earnings were earned. Such deduction shall be spread evenly over twelve (12) months, starting with the payment due on April 30th. No such adjustments for earnings shall be made after the disabled member attains the age of sixty five. For any one of these members whose period of credited membership shall have commenced after his fortieth birthday, the amount payable as a disability annuity (before adjustment for earnings) shall be limited to a percentage of his annual rate of pay at the time of disability; this percentage is to be determined by multiplying two percent (2%) by the number of years of membership which he could have accumulated up to his sixty fifth birthday if he were able to continue his employment for the City until that date.

Section 8 - Survivorship Benefits

(a) Upon the death of a member who has participated in the Retirement Fund for a period of not less than six (6) months or who had been retired by reason of age and service, or by reason of disability, there shall be paid to or on account of his surviving child or children under eighteen years of age, and to his widow or widower, monthly benefits consistent with the following table:

MONTHLY BENEFIT						
			Widow Or			
		Widow Or	Widower			
Average	Widow Or	Widower	And Two			Three Or
Annual	Widower	And One	Or More		Two	More
Pay	Only	Child	Children	One Child	Children	Children
16,800.00	265.00	510.00	800.00	245.00	490.00	800.00

In the event that payments are made pursuant to this Section to surviving children under eighteen years of age who are represented by more than one legal guardian, such payments shall be apportioned among such guardians in proportion to the number of children represented by each guardian, respectively.

(b) "Average Annual Pay" as used in computing survivorship benefits shall mean the average annual rate of pay received by the deceased member averaged over those five (5) years of service producing the highest average, or the duration of such service if less than five (5) years, subject to a maximum of sixteen thousand and eight hundred dollars (\$16,800.00) for such average annual pay.

(c) Upon the death of a member who has completed ten (10) years of Credited Service for the City or who has qualified for a disability annuity or a retirement benefit by reason of age and service, a minimum monthly benefit will be paid to his qualified survivors if greater than the amount determined from the benefit table above. Said minimum monthly benefit shall be equal to fifty percent (50%) of the amount of the monthly annuity to which the member would have been entitled if he had been permanently disabled on the date of his death, or fifty percent (50%) of the amount of his actual monthly annuity in the case of a member who has been receiving retirement or disability benefits from the Fund.

(d) In order to qualify for benefits under this Section a widow or widower must have been married to the deceased member at the time of his death and if such member had been retired due to age and service or disability must have been married to him at the time of retirement. Proof of dates of birth of the children must be submitted before payments of benefits under this Section.

(e) These benefits in Section 8 shall no longer apply should such widow or widower remarry. In such cases he shall receive only such benefits as are payable to his children alone.

(f) Effective July 1, 1986, any employee who dies while still employed, the widow benefit shall be calculated by treating said deceased employee as if they had retired on the date of death and then giving the widow or widower 50% of what the pension would have been.

Section 9 - Requirements for Participation

(a) Any person who becomes an eligible employee of the City shall be allowed to participate in the Retirement Fund.

(b) Each eligible employee shall, upon entering service, submit to such medical examinations as the Retirement Board shall by regulation or by law provide in order to determine whether the eligible employee is then permanently disabled from performing duties of the nature required by his job and for use by the Retirement Board in evaluating future claims for disability. In the event any such employee refuses to submit

to any such medical examination he shall bear the burden of proving by clear and convincing evidence that he is entitled to a disability benefit.

Section 10 - Benefits for Periods of Military Service

In determining benefits under Sections 6 and 7, credit shall be given for periods of military service in World War II, the Korean War or the Vietnam War subject to the following conditions: Any member who, after October 15, 1940, entered any branch of the armed forces of the United States or any service auxiliary thereto, or any civil emergency defense employment pursuant to requisition by the Federal or State Government, or any member who shall enter such services while the United States is at war, and who has been or shall be re-employed by the City within six (6) months after the termination of such military service, shall qualify for credit for his period of military service, provided he resumes his participation in the Retirement Fund, with an effective date antedating his entry into such service.

Section 11 - Preservation of Benefits Paid Under Previous Acts

The provisions of this Article shall not affect the benefits already in course of payment in accordance with the provisions of previous acts.

Section 12 - Future Cost-Of-Living Adjustments

Annually on each July 1, the monthly payments on those service annuities, disability annuities and survivors benefits on which at least eighteen (18) monthly payments have been made will be increased, or decreased, for changes in the cost-of-living as indicated by the Federal Consumer Price Index, Urban Wage Earners and Clerical Workers, All Cities, Revised (1967=100). For this purpose the Retirement Board will determine an adjustment percentage for each July 1, by relating such index for the full calendar year prior to such July 1 to that for the next preceding full calendar year, but such adjustment percentage shall be limited to a maximum of one hundred three percent (103%) and to a minimum of ninety seven percent (97%); further, no adjustment will be made where increase or decrease for the year is less than one-quarter (1/4) of one percent. However, the monthly benefit originally provided for a retired member or for a survivor shall never be reduced because of the accumulative effect of all cost-of-living adjustments.

Title	Range
Chief Administrative Officer	E9
Community Services Administrator	E9
Chief Of Staff	E9
Economic Development Administrator	E9
Controller	E9
Budget Director	E9
*Corporation Counsel	E9
*Chief of Police	E8
*City Engineer	E8
Fire Chief	E8
Director of Public Health	E8
Executive Director LCI/Bldg Official	E8
City Librarian	E7
Assistant Fire Chief-Administration	E7
Assistant Police Chief	E7
Deputy Corporation Counsel	E7
Director of Parks, Recreation & Trees	E7
Director of Public Works	E7
Director Transportation, Traffic & Parking	E6
Director Small Business Initiative	E6
City Plan Director	E6
Director Human Resources	E6
Director of Labor Relations	E6
*City Assessor	E6
Director of Legislative Services	E6
Assistant Corporation Counsel	E5
Director Elderly Services	E5
Public Information Officer	E5
Executive Director Fair Rent	E4
Deputy Chief of Staff	E3
Director of Cultural Affairs	E3
Youth Programming Coordinator	E3
Civilian Review Coordinator	E3
Chief Examiner/Secretary	E3
Legislative Assistant to Mayor	E3
Executive Admin Asst to the Mayor	E1
Personnel Analyst	E1
Policy Asst to the Mayor	E1
Executive Assistant - Labor Relations	NE3
Executive Admin Assistant - HR	NE3

Title	Range
Voter Statistician	NE2
Voter Clerk Stenographer	NE2
Receptionist Mayor's Office	NE1

**Executive Management &
Confidential Pay Plan**

Range	Minimum	Maximum
--------------	----------------	----------------

EXEMPT POSITIONS

E9	\$73,560	\$125,396
E8	\$72,268	\$118,326
E7	\$68,208	\$110,188
E6	\$63,800	\$105,119
E5	\$60,668	\$99,116
E4	\$57,188	\$93,513
E3	\$53,940	\$88,177
E2	\$50,924	\$83,108
E1	\$48,024	\$78,439

NON-EXEMPT POSITIONS

NE3	\$47,560	\$66,772
NE2	\$33,640	\$45,240
NE1	\$29,000	\$39,440

***KEY EMPLOYEE**

	\$100,000	\$160,000
--	-----------	-----------