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**CITY OF NEW HAVEN
AND
AFSCME, COUNCIL 15, LOCAL 530**

1/22/13

TENTATIVE AGREEMENT

1. This Tentative Agreement incorporates the tentative agreement attached.
2. Cold Case:
 - a. The Department must maintain between 50 and 55 permanent detectives. If the staffing falls below the 50 to 55 threshold the City shall have 30 days within which to restore staffing to the agreed upon level or cease operation. The current detective list expected to be populated shortly must be exhausted, though future lists shall not be subject to this requirement.
 - b. Cold case shall be populated by retired NHPD personnel, not exclusive to former detectives. There shall be four (4) retired NHPD personnel assigned to such unit, along with an active Detective Bureau Supervisor and active Detective.
 - c. Temporary Assignments to the Detective Bureau shall be maintained, however at the expiration of 180 days the assigned officer must return to Patrol or his original shift and cannot be assigned again for one year from the date of his return.
 - d. School Resource Officers shall not count towards the threshold articulated in #2a above.
 - e. Cold Case squad shall sunset at the expiration of the contract, absent agreement to the contrary.
3. School Resource Officers shall be part of ISU but shall be treated as uniformed officers as well as in accordance with Article 13, Section 8 of the CBA as applicable. SROs shall remain eligible for patrol overtime and shall not be eligible for ISU/Plainclothes overtime.
4. Hold Downs: The hold down practice as applicable to extra duty jobs shall either be reintroduced completely or not at all in regard to the various types of extra duty assignments, ie., inclusive of bars, or not at all. There shall be a dedicated hold down supervisor to monitor those personnel.
5. Special Units (Domestic Violence, Sex Assault, Narcotics) shall work an A and a B Squad, with equal staffing on each and personnel shall bid by

seniority and shall work a 5-2/5-3 schedule, unless agreed otherwise with the union.

6. The second year salary step articulated in Article 16, Police Officer 2nd (2nd year) shall be changed to an amount equidistant from Police Officer 2nd (1st year) and Police Officer 2nd (3rd year) at the discretion of the City, which shall be designated prior to ratification.

City of New Haven

AFSCME, COUNCIL 15, Local 530

Floyd Dugas, Esq.

Dan Esposito

Local 530 – Tentative Agreement
January 8, 2013 (reflects agreements from 1/8/13 meeting)

Article 5 – Deleted effective January 1, 2013 (2013 payment will be last payment made to cover time worked in 2012)

Article 6, Section 3(a) – Revise as follows:

[Implemented upon ratification]

“Sick leave allowance shall be earned by each employee at the rate of one (1) working day for each calendar month of service, the total of which shall not exceed twelve (12) working days in any twelve months.”

ARTICLE 15 - Pensions

Section 1

Police Pension Plan #2, and all amendments thereto, shall be the Police Pension Plan for all members of the Department.

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

(A) Section 1. All persons appointed to the Police Department of the City of New Haven shall belong to the Policemen's and Firemen's Pension Fund.

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

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

(D) The Pension Board shall submit annually to the Board of Aldermen's Finance Committee, prior to the first of September, a schedule of its estimated expenses necessary to carry out the purpose of the Fund and said Committee shall include said estimate in the

estimate to be submitted to the full Board of Aldermen in accordance with Charter requirements relative to annual estimates and appropriations for the City of New Haven. The Pension Board shall report annually to the Board of Aldermen the financial condition of the retirement plan including at least every three years, an actuarial valuation of the Fund, and setting forth such other facts, recommendations and data pertinent to maintaining the Fund on a sound actuarial basis.

(E) Each Police Department member of said Policemen's and Firemen's Pension Fund who (a) graduated from the Police Academy before 12/18/12] and (b) has completed twenty (20) or more years of service with the Police Department, upon his or her written application to the Pension Board, shall be entitled to retirement regardless of age. Each Police Department member of said Policemen's and Firemen's Pension Fund who (a) was graduated from the Police Academy after 12/18/12] and (b) has completed twenty-five (25) or more years of service with the Police Department, upon his or her written application to the Pension Board, shall be entitled to retirement regardless of age.

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

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

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

(I) Effective upon ratification of this Agreement, the contribution for Pension Plan #2 members shall be increased from 10% to 12%. Employees shall also separately contribute 4.8% of their total extra duty earnings to the Plan. The City shall bill the extra duty vendors an additional surcharge, which shall be contributed directly to the Plan on a quarterly basis. The Pension Plan shall become qualified and the employee's total contribution shall be tax deferred.

(J) After retirement, in accordance with the provisions of this Article 15, each member shall receive an annual allowance, payable monthly during his or her lifetime and terminating at his or her death. For members who graduated from the Police Academy prior to October 20, 2012, such allowance shall be in an amount equal to two and one half percent (2-1/2%) of his or her average total annual earnings of his or her four (4) highest years of earnings up to a maximum of eighty percent (80%) of his or her average total earnings of such four (4) highest years of earnings. For members who graduated from the Police Academy after October 20, 2012, such allowance shall be in an amount equal to two percent (2%) of his or her average total annual earnings of his or her four (4) highest years of budgeted salary up to a maximum of seventy percent (70%) of his or her

average total earnings of such four (4) highest years of budgeted salary, except however those recruits who graduated between 10/20/12 and 12/18/12 shall be permitted an 80% maximum pension benefit. Provided, however, that such allowance for permanent and total disability arising out of and in the course of employment as defined in the Workers' Compensation Act shall not be less than one-half (1/2) of the member's annual rate of pay at the time of disability; and further provided that such allowance for permanent and total disability as the result of causes which are not related to his or her employment with the Police Department shall consist of an annual pension, payable monthly, in an amount equal to fifty percent (50%) of his or her average total annual earnings of his or her four (4) highest years not to be lower than his/her budgeted salary.

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

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

Notwithstanding the above, average total annual earnings shall in no event be less than the member's budgeted annual salary at the time of retirement. For the purposes of calculating average total annual earnings, for an employee who was hired prior to November 1, 2009, the earnings during his or her final year of service shall be the greater of the actual gross earnings or the budgeted earnings in the fiscal year in which the employee retires. Credit for service shall be determined by the time actually worked as a full time employee in full and fractional years of service calculated on a daily basis. Credit for service shall be determined by the time actually worked as a full-time employee, except that credit for a full year of service shall be given where absences without pay within the year do not exceed ninety days. For purposes of service credit, absences due to work-related injuries shall be considered time actually worked. Employees who graduated from the Police Academy prior to October 20, 2012 who receive such credit shall make such contribution as required under the Plan based upon the amount paid by the City to make up the difference between the amount of Worker's Compensation pay and the normal amount of weekly pay. In the event that there is no amount paid by the City to make up such difference, the employee shall make such contribution as required under the Plan as if the employee had received differential pay. Employees who graduated from the Police Academy after October 20, 2012 who receive such credit shall make such contribution as required under the Plan based upon the total compensation received.

(K) For members who graduated from the Police Academy prior to October 20, 2012, in calculating the percentage of salary to be awarded as a pension to an employee who is

otherwise eligible for a pension, the retiring employee shall be awarded two and one-half percent (2.5%) for each year of employment for the first twenty (20) years of employment; and for each additional year from the 21st through the 30th year of employment, the employee shall be given three percent (3%), but in no event shall the total amount of the pension, as otherwise calculated under Pension Plan #2 exceed eighty percent (80%). For members who graduated from the Police Academy after October 20, 2012, in calculating the percentage of salary to be awarded as a pension to an employee who is otherwise eligible for a pension, the retiring employee shall be awarded two percent (2%) for each year of employment for the first twenty (20) years of employment; and for each additional year from the 21st year of employment and each year thereafter, the employee shall be given two and a half percent (2.5%), but in no event shall the total amount of the pension, as otherwise calculated under Pension Plan #2 exceed seventy percent (70%), except however those recruits who graduated between 10/20/12 and 12/19/12 shall be permitted an 80% maximum pension benefit.

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

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

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

(N) There shall be paid to a widow/widower, as designated in Section (L) of this Article 15, of any member of the Police Department, including supernumeraries, who shall be killed while in the actual performance of duty or shall die from the proximate effects of any injuries received while in the actual discharge of such duty, irrespective of the length of service of such member at the time of his or her death or failure to contribute to the P&F fund, a weekly compensation equal to the difference between the maximum weekly compensation to which a widow/widower of any deceased member is entitled and receives under the provisions of the general statutes relating to Workers' Compensation and the weekly earnings of his or her deceased spouse at the time of his or her death as aforesaid. Such weekly compensation shall be paid to a widow/widower as aforesaid for so long a period as he or she shall be entitled to pursuant to the Workman's Compensation Commission and shall receive a weekly compensation under the provisions of the general statutes relating to Workers' Compensation. The benefits provided for under this Section shall be deemed to be benefits in addition to any otherwise granted. This Section shall not be interpreted as affecting in any way the pension provision of this Article 15 with respect to Police Officers, and the benefits provided in this Section shall be paid by appropriation from the general funds of the City of New Haven. After the benefits under Workers' Compensation have been exhausted, a widow/widower may continue to receive benefits as provided for under Section (L) of this Article 15. The benefits of this Section shall be deemed waived by the widow/widower if the widow/widower or his or her representative or the representatives of the estate of his or her deceased spouse shall bring any action for money damages for the death of his or her spouse against the City of New Haven, officials of the City of New Haven, or against any fellow employee of his or her deceased spouse whom the City of New Haven must indemnify by law. In the event that any money damages are recovered by suit, settlement or otherwise by a widow/widower, as designated in said Section (L) or by his or her representative or by the representative of the estate of his or her deceased spouse, for the death of his or her deceased spouse, the City of New Haven shall be entitled to reimbursement from said money damages for any benefits it shall have paid under this Section to said widow/widower.

(O) If a member of the fund shall terminate his or her service with the City before retirement the total amount of his or her contributions shall be repaid to him or her. If a member shall die before retirement from active service and prior to the completion of ten years of continuous service, the total amount of his or her contributions shall be paid to the beneficiary designated by him or her. If no designated beneficiary shall survive the member, said amount may be paid, in the discretion of the Board, to the surviving widow/widower, in equal shares to the surviving parents or parent or, if there be no surviving parent, in equal shares to the member's surviving brothers and sisters; if said

amount is not so paid, it shall be paid to the member's executor or administrator. If a member shall die after retirement from active service and before he or she shall receive payments on account of his or her retirement allowance at least equal to the total amount of his or her contribution to the date of retirement, the difference between said payments and said contributions shall be paid to the beneficiary designated by him or her. If no designated beneficiary shall survive the members, said amount shall be paid as herein before provided.

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

(Q) If a member of the fund shall terminate his or her service with the City before retirement, the total amount of his or her contributions shall be repaid to him or her unless he or she is a Police Officer who qualifies for a vested benefit. Pension rights for members of the Police Department shall become vested after ten (10) years of continuous service, conditioned upon the member leaving his or her contributions in the pension fund. Such deferred vested pension shall become payable on the date when such member would have first become eligible for retirement if he or she had remained in service, upon his or her completion of twenty (20) years of continuous service (for members who graduated from the Police Academy prior to 12/18/12]), or twenty-five (25) years of continuous service (for members who graduated from the Police Academy after 12/18/12]). The amount of such vested pension shall be equal to two percent (2%) of his or her average rate of pay for his or her final ten full years of actual service for each full year of actual service as a Police Officer.

(R) Cost Of Living Adjustment

All members who retire on normal retirement, or on service-connected disability retirement after 20 or more years, and their eligible survivors, shall receive the following benefits.

1. A cost of living adjustment in pension benefits if they have received at least six monthly pension payments prior to said date or have been credited with six monthly pension benefits prior to said date.

2. Thereafter on January 1st of each odd-numbered year the pension benefit payable to each member or his or her eligible survivors who have received at least six monthly pension payments or have been credited with six monthly pension payments prior to said January 1st of each odd-numbered year shall be adjusted.

3. The adjustment will be made based upon the increase or decrease in the cost of living as indicated by the Federal Consumer Price Index, Urban Wage Earners & Clerical Workers, All Cities (CPI-W).

4. The adjustment will be computed as follows:

(a) The index number for the two calendar years immediately preceding the effective date of the adjustment shall be compared.

(b) From the index number for the calendar years immediately preceding the effective date of the adjustment there shall be subtracted the index number for the calendar year immediately preceding the calendar year prior to the effective date of the adjustment.

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

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

(e) Pension benefits shall be increased by the amount of the percentage determined in (4) but not to exceed (a) 4% (for members who have completed fifteen (15) or more years of service as of March 28, 2012) or (b) 2% (for members who have completed fewer than fifteen (15) years of service as of March 28, 2012) or (c) 1.5% for members who graduated from the Police Academy prior to October 20, 2012), to correspond to an increase in the cost of living as determined by said computation.

(f) Pension benefits shall be decreased by the amount of the percentage determined in (4) but not to exceed (a) 4% (for members who have completed fifteen (15) or more years of service as of March 28, 2012) or (b) 2% (for members who have completed fewer than fifteen (15) years of service as of March 28, 2012) or (c) 1.5% for members who graduated from the Police Academy prior to October 20, 2012), to correspond to a decrease in the cost of living as determined by said computation; provided that no adjustment as a result of a decrease in the cost of living shall reduce the pension benefit payable to a member or survivor below the original amount which said member or survivor received upon retirement or death of the member, whichever is applicable.

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

(h) No member who retires after July 1, 2011 shall have his or her pension adjusted to an amount that exceeds (a) 125% (for members who have completed fifteen (15) or more years of service as of March 28, 2012) or (b) 110% (for members who have completed fewer than fifteen (15) years of service as of March 28, 2012) of the monthly pension benefit which he or she was entitled to receive at the time of his or her retirement.

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

(j) If a member dies before receiving the maximum adjustment referred to above, his or her survivors shall be entitled to receive bi-annual adjustments as provided above in an amount not to exceed 125%, or 110%, as applicable, of the survivor's benefits less the percentage of increases granted to the member during his or her lifetime.

5. Upon retirement, a member may elect to forgo the benefits provided by the Section (R) in exchange for a buyout of all future cost of living adjustments (COLAs) at the rate of forty percent (40%) of the actuarial value of the benefits.

(S) Disability - Earnings Adjustment

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

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

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

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

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

(T) Sick Leave Buy Back:

Employees who have completed ten (10) or more years of service as of July 1, 2011 and who have 20 years of actual City of New Haven service may elect to exchange up to one hundred and fifty (150) days of accumulated sick leave which may be exchanged for no more than five (5) years of credited service (thirty [30] sick leave days shall equal one [1] year of credited service) pursuant to the guidelines herein.

Employees who have completed fewer than ten (10) years of service as of July 1, 2011 and who graduated from the Police Academy prior to October 20, 2012 and who have 20 years of actual City of New Haven service may elect to exchange up to one hundred and fifty (150) days of accumulated sick leave for no more than three (3) years of credited service (fifty [50] sick leave days shall equal one [1] year of credited service) pursuant to the guidelines herein.

Employees who graduate from the Police Academy after October 20, 2012 shall not be eligible for sick leave buyback under this Section (T).

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

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

(3) An employee who has completed ten (10) or more years of service as of July 1, 2011 and who works at least 30 years as a City of New Haven employee, without the benefit of participating in any buyback program, may cash in 30 sick days from the sick leave payout maximum in Article 6, Section 6(a), at retirement to increase their maximum pension to 83%. Buybacks shall be subject to the following conditions:

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

(ii) The employees who provide a written notice of their intent to retire and use this benefit shall be eligible, and shall submit a pension application within 30 days of the date on which they provide such notice. [this has been agreed to by the parties – intent of redline is to allow union to review before finalization]

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

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

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

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

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

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

If tax deferred contributions were previously refunded to the Member, and then rolled over into an Individual Retirement Account which qualifies as a "conduit IRA", under Internal Revenue Code Section 408(d) (3) (A) (ii), said tax deferred contributions shall be rolled over back into the Fund. If a Member has received a refund of contributions and has paid taxes thereon, or holds contributions in an Individual Retirement Account which is not a "conduit IRA", said Member shall repay the full amount of those contributions to the Fund. The Member must pay the full amount of the latest refund, in either case, together with interest, in order to credit his or her prior service with the City for the calculation of a benefit under the Fund Plan. The interest rate will be established by the Pension Board. The total amount of returned contributions may be paid in lump sum or by payment of equal monthly installments of at least \$10.00 over a period not to exceed 36 months. Any installment arrangement will be required to be paid in full before prior credited service is granted, and a failure to make an installment shall constitute a breach of the agreement, which shall eliminate credit for any prior credited service for such

Member, and shall require the Pension Board to refund to the Member all installments previously paid (without interest).”

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

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

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

Section 3

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

Section 4

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

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

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

ARTICLE 17 - Group Life & Health Plans

Section 1

(A) The City shall make available to all employees scheduled to work twenty (20) hours per week or more and their eligible dependents, one of five medical care programs known as the Lumenos High Deductible Plan, the CompMix Plan, the Blue Care POE Plan, the Century Preferred PPO Plan and BC-1. These plan summaries are outlined in Attachment A to this Agreement. Prescription coverage for the Comp/Mix, POE, PPO and BC-1 programs shall be as stated on the attached Medical Benefits Matrix.

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

Members enrolled in the Lumenos plan may earn up to 50% of their required deductible by participating in wellness activities set forth in Schedule ___. Such Schedule may be revised from time to time by the City; in no event shall such revision decrease the total earnable amount. The earned amount shall be credited to a Health Incentive Account (HIA). In no event shall the HIA amount credited in a single year exceed 50% of the required deductible (i.e., \$1000 per single; \$2000 per family); nor shall the total HIA balance exceed 100% of the required deductible (i.e., \$2000 per single; \$4000 per family) in any given year.

Section 2

The City will make available to eligible employees, as defined above, a Full Service Dental Plan for individual employees and all eligible legally married spouses and dependents, including the unmarried dependent children rider ages 19-26 and Dental Riders A (additional basic benefits), B (Prosthetics), C (periodontics) and D (orthodontia).

Section 3

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

Section 4

The City will provide the Vision Care Rider to all eligible employees and their eligible legally married spouses and dependent children covered by one of the above-referenced medical plans, regardless of the medical plan chosen.

Section 5

A. To help offset the cost of retiree medical coverage, effective upon ratification each active member shall contribute 1.25% of their base pay via payroll deduction per pay period.

B. The following terms shall be applicable to members who retire prior to July 1, 2014:

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

Eligible employees who retire on or after the effective date of this agreement shall contribute, through a monthly deduction, a fixed portion of the medical insurance premiums for the level of coverage. Retirees hired before November 1, 2009 may select from Blue Care POE, Century Preferred PPO, the Century Preferred Comp Mix Plan or BC-1 for the retiree and spouse until such time as the retiree becomes eligible for Medicare. Retirees hired on or after November 1, 2009 shall be eligible only for the Century Preferred Comp Mix Plan for the retiree and spouse until such time as the retiree becomes eligible for Medicare. In the event the retiree does not become eligible for Medicare, then the City shall continue the coverage listed above. For retirees who are

A and B, and pay for Part B. The City shall pay for coverage under Medicare Supplemental Plan C with unlimited pharmaceutical coverage until such time as the retiree would have reached age 70, subject to the retiree paying the cost-share contribution set forth above. In the event the retiree does not become eligible for Medicare, then the City shall continue the coverage listed above for the retiree and spouse only. In addition, the City shall have the ability to pursue, with the cooperation of the retiree and/or covered individual, any and all appropriate riders and other forms of collateral coverage, which may serve to offset costs to the City.

In the event the retiree's spouse is not eligible for Medicare at the time the retiree becomes eligible for Medicare, the City shall provide the spouse insurance coverage through any current retiree plan until such time as the spouse becomes eligible for Medicare or until the retiree reaches age 70. The spouse's copay will be equivalent to an active employee's single rate for such plan.

(b) Each employee who completed fewer than eight (8) years of service as of July 1, 2011, but who graduated from the Police Academy prior to December 18, 2012, and who has 20 or more actual years of service and who is otherwise eligible for full retirement, and each such employee who, on and after said date, retires as a result of a service-connected disability, established through a functional capacity test and any other examination deemed necessary by the Police and Fire Pension Board, shall be provided with insurance coverage for himself/herself and his/her spouse, in accordance with the insurance coverage provided by the City to active employees. Such retirees shall be required to re-enroll during open enrollment period, including after the execution of each new successor contract, along with the active members of Local 530. Such employees shall be entitled to choose among the medical insurance plan options offered to active members, at the same rate paid by such active employees.

Eligible employees who retire on or after the effective date of this Agreement shall contribute, through a monthly deduction, the same percentage of the medical insurance premiums for insurance coverage for himself or herself and his/her spouse as is paid by active employees in that medical plan. In addition, the employee may opt to purchase coverage for each dependent at the cost of fifty percent (50%) of the Fully Insured Equivalent Rate for a single active employee. Such coverage shall be provided for the retiree and eligible dependents until such time as the retiree reaches the age of Medicare eligibility, at which time coverage shall be for the retiree and spouse only. For retirees who are eligible for Medicare the retiree must apply for Medicare Parts A and B, and pay for Part B. The City shall pay for coverage under Medicare Supplemental Plan C with unlimited pharmaceutical coverage until such time as the retiree reaches age 70, subject to the retiree paying the cost-share contribution set forth above. In the event the retiree does not become eligible for Medicare, then the City shall continue the coverage listed above for the retiree and spouse only until the retiree would have reached the age of 70. In addition, the City shall have the ability to pursue, with the cooperation of the retiree and/or covered individuals, any and all appropriate riders and other forms of collateral coverage, which may serve to offset costs to the City.

(c) Each employee who graduated from the Police Academy after December 18, 2012, and who has 25 or more actual years of service and who is otherwise eligible for full retirement, and each such employee who, on and after said date, retires as a result of a service-connected disability, established through a functional capacity test and any other examination deemed necessary by the Police and Fire Pension Board, shall be provided with insurance coverage for himself or herself, in accordance with the insurance coverage provided by the City to active employees. Such retirees shall be required to re-enroll during open enrollment period, including after the execution of each new successor contract, along with the active members of 530. Such employees shall be entitled to choose among the medical insurance plan options offered to active members, at the same rate paid by such active employees.

Eligible employees who retire on or after the effective date of this Agreement shall contribute, through a monthly deduction, the same percentage of the medical insurance premiums for insurance coverage for himself or herself as is paid by active employees in that medical plan. In addition, the employee may opt to purchase coverage for his/her spouse at the cost of fifty percent (50%) of the Fully Insured Equivalent Rate for a single active employee. Such coverage shall be provided for the retiree and spouse until such time as the retiree reaches the age of Medicare eligibility. For retirees who are eligible for Medicare the retiree must apply for Medicare Parts A and B, and pay for Part B. The City shall pay for coverage under Medicare Supplemental Plan C with unlimited pharmaceutical coverage until such time as the retiree reaches age 70, subject to the retiree paying the above cost-share contribution. In the event the retiree does not become eligible for Medicare, then the City shall continue the coverage listed above for the retiree only until the retiree would have reached the age of 70. In addition, the City shall have the ability to pursue, with the cooperation of the retiree and/or the covered individual, any and all appropriate riders and other forms of collateral coverage, which may serve to offset costs to the City.

Retirees eligible for coverage under sections (a), (b) or (c) may change their participation in the plan only during the City-sponsored open enrollment period.

(d) An employee who suffers a catastrophic and dramatically life altering injury which renders him/her totally and permanently disabled from performing police work and which occurred while the employee was affecting an arrest, participating in performance or training, responding to calls for police service or handling calls for police service of a hazardous nature, and who is otherwise eligible for full retirement, and retires as a result of such service-connected disability, established through a functional capacity test and any other examination deemed necessary by the Police and Fire Pension Board, shall be provided with insurance coverage in accordance with the insurance coverage provided by the City to active employees. Insurance coverage for such retiree shall be subject to change based upon corresponding changes in coverage provided to active employees, provided that the coverage remains substantially equivalent.

Such retirees shall contribute, through a monthly deduction, the same percentage of the medical insurance premiums for insurance coverage for himself or herself (and

his/her spouse and dependents, as applicable) as was paid by that retiree in his/her last year of employment with the City. Such percentage shall remain fixed; however, the actual amount paid in one year pursuant to this paragraph shall not exceed one hundred and six percent (106%) of the amount paid in the previous year.

The provisions of this Section 5(d) shall not apply and/or shall cease to apply in the event that the employee becomes eligible by virtue of other employment for comparable insurance coverage.

Section 6

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

Section 7

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

Section 8

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

7/1/13 – 6/30/14: 0%

7/1/14 – 6/30/15: 3%

7/1/15 – 6/30/16: 3%

Section 9

The health insurance benefits for retirees and dependents specified in this Article, Section 5 shall cease when the retiree expires, or when the retiree who has expired would have attained the age of 70, whichever comes later.

Section 10

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

Active Employees, including new hires, shall be enrolled in either Lumenos High Deductible Plan, the CompMix Plan, the Blue Care POE Plan and the Century Preferred PPO Plan with cost sharing based on the applicable Fully Insured Applicable rates as follows:

Year	Lumenos	Comp Mix	BC POE	CP PPO	BC-1
2012-2013	12%	15%	19%	25%	30%
2013-2014	13%	16%	20%	26%	31%
2014-2015	14%	17%	21%	27%	32%
2015-2016	15%	18%	22%	28%	33%

Employees who elect the dental benefits mentioned in Section 17.2 herein shall be responsible for paying fifteen percent (15%) of the cost, based on the Fully Insured Equivalent rate of the single, couple, or family plan selected.

Wage Increases:

7/1/11- 6/30/12: 0%

7/1/12 – 6/30/13: 3% (no retroactive payments)