

# **AGREEMENT**

## **BETWEEN**

**The West Haven Police Local 895  
United Public Service Employees Union**



**Local #895**

**And**

**City of West Haven**



**July 1, 2015 - June 30, 2018**

AGREEMENT

Between

THE CITY OF WEST HAVEN

and

THE WEST HAVEN POLICE LOCAL #895, UPSEU

July 1, 2015— June 30, 2018

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This Agreement is entered into by the City of West Haven, hereafter referred to as the "City", and the West Haven Police of the Local #895 United Public Service Employees Union, hereafter referred to as the "Union," for the establishment of an equitable and peaceful procedure for the resolution of disputes and differences and the establishment of rates of pay, hours of work, working privileges, and the benefits of any or other matters that come within the general meaning of the terms, working condition or conditions of employment.

The City and the Union agree that no individual or group of individuals shall change any part or deviate in any manner from the terms of this Agreement, nor shall individual arrangements be made covering this Agreement contrary to the terms hereto, unless such change or deviation is made in writing and signed by both the City and the Union.

The parties acknowledge that during negotiations which resulted in this Agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining for municipalities, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

#### **ARTICLE 1**

#### **MANAGEMENT RIGHTS**

Except where such rights, powers and authority are specifically relinquished, abridged or otherwise limited by the provisions of this Agreement, the City has and will continue to retain, exercised or not, the sole and unquestioned responsibility and prerogative to manage the affairs of the City and direct the work force, including but not limited to the following:

- (a) To determine the care, maintenance and operation of City equipment and property.
- (b) To establish or continue policies, practices and procedures for the conduct of City business and, from time to time, to change or abolish such policies, practices or procedures.
- (c) To discontinue processes or operations or to discontinue their performance by employees.
- (d) To select and to determine the number and types of employees required to perform the City's operations.
- (e) To lay off, furlough or otherwise relieve employees from duty for lack of work or other legitimate reasons.
- (f) To prescribe and enforce reasonable work rules provided such rules are made known in a reasonable manner to the employees affected by them.



- (g) To create job descriptions and revise existing job descriptions as deemed necessary.
- (h) To transfer or reassign employees wherever the City's needs require, provided that the City shall give employees to be transferred or reassigned at least two weeks notice, except in the case of an emergency. Such transfers or reassignments shall be made in a manner so that the employee(s) transferred or reassigned will not experience a reduction in their current regular hours and base wage.
- (i) To decide the staffing levels in all City operations, including but not limited to the number of employees assigned to City vehicles or work projects.
- (j) Take any action necessary in emergency situations regardless of prior commitments in order to carry out the responsibility of the City to the citizens of West Haven.

Nothing in this Article shall relieve the City of any obligation it may have to bargain over the impact of a managerial decision.

## **ARTICLE 2**

### **RECOGNITION**

2.1 The City recognizes the Union as a sole and exclusive bargaining agent for all full time regular and permanent investigatory and uniform members of the Police Department, with authority to exercise Police powers up to and including the rank of Captain.

2.2 For the purpose of this Article, full time employees are defined as personnel regularly scheduled to work sixty-five (65) days per year.

## **ARTICLE 3**

### **NON-DISCRIMINATION**

3.1 The provisions of this Agreement will apply to all employees in the Union without discrimination because of sex, race, creed, national origin, religious affiliation or political affiliations.

3.2 The City agrees that it will not discriminate against any employee covered under this Agreement because of said employee's membership in, or activity on behalf of the Union.

## **ARTICLE 4**

### **UNION SECURITY AND DUES DEDUCTIONS**

4.1 The City agrees to deduct each week the weekly membership dues uniformly required as a condition of retaining membership in the Union from the pay of those employees who shall

have executed and furnished the City and the Union an authorization and assignment in the form agreed upon. The City also agrees to deduct regular weekly membership dues uniformly required as a condition of membership in the Union from the pay of employees who hereafter join the Union and execute a written authorization and assignment.

4.2 This agreement, authorization and direction shall be irrevocable for a period of not more than one (1) year from the effective date of this contract or until the termination of the agreement between the City and the Union, which is in force at the time of delivery of this authorization, whichever comes sooner. Notice of revocation shall be furnished to the City and to the Union, not less than twenty (20) or more than forty (40) days prior to the expiration of the one (1) year period, or the expiration of the contract, whichever comes sooner. The authorization payroll deduction card shall be certified by the Secretary or other authorized official of the Union as to the Union dues deductible. Deduction shall be made from the payroll periodically as specified, and the total dues shall be delivered to the Treasurer of the Union. Deductions shall be made every week, except where an employee is not on the payroll for that week. The City shall not be liable for any such member's deduction if he is not on the payroll during the specific deduction week. When such member returns to duty it shall be the responsibility of the City to reactivate the deduction of his current dues.

4.3 All present employees within the bargaining unit who are members of the Union on the effective date of this Agreement, and all future members of the Department shall as a condition of employment remain and/or become members of the Union in good standing.

## **ARTICLE 5**

### **SENIORITY**

5.1 Seniority with the West Haven Police Department shall commence from the date that the employee was hired as a regular member.

5.2 All new appointments to the Police Department will be made by the Commissioners from the top three (3) applicants rated first, second or third on the current eligibility list. When more than one appointment to the force is made on the same day the person who has the highest ranking on the eligibility list shall be deemed the senior person. When two or more appointments have the same ranking on the eligibility list, seniority shall be derived from the employee's date of birth with the oldest appointment being senior to the younger appointment.

5.3 Any officer who resigns from employment with the West Haven Police Department prior to certification by POST will forfeit all accumulated sick, vacation, holiday and personal time.

5.4 Seniority for Detectives, Sergeants, Detective Sergeants, Lieutenants, and Captains shall commence from the effective date of appointment to their respective ranks.

5.5 Patrol Officers and Sergeants shall select their shifts and beats according to seniority from the effective date of appointment to their respective ranks in accordance with the present



selection plan and Section 13.4 of this Agreement. The selection period shall be fifty-six (56) days.

5.6 Detectives and Detective Sergeants shall pick their holidays and vacations according to seniority from the effective date of appointment to their respective ranks in accordance with the present selection plan and Section 13.4 of this Agreement. The selection period shall be fifty-six (56) days.

5.7 Lieutenants shall select their shifts and days off according to seniority from effective date of appointment to their respective ranks in accordance with the present selection plan and Section 13.4 of this Agreement. The selection period shall be fifty-six (56) days.

5.8 Seniority shall not be broken by vacation time, sick time, temporary lay-off or any call to military service for the duration, including service in the National Guard, or any suspension of less than 30 days duration. Any suspensions of thirty (30) days or more by the Board of Police Commissioners shall count as a loss of seniority for the time of suspension only in excess of thirty (30) days.

5.9 If an employee resigns voluntarily or is discharged for just cause he/she shall forfeit all seniority.

5.10 In the event of a reduction of the force, all layoffs shall be in inverse order of most recent hiring and any subsequent recall to work shall be made by seniority.

A layoff of a Humane Officer shall be affected separately from any reduction in the force of sworn police officers, and shall be in inverse order of seniority within their respective titles.

## **ARTICLE 6**

### **GRIEVANCE PROCEDURE**

#### **6.1 Purpose:**

The purpose of this grievance procedure shall be to discuss employee grievances and/or complaints in a manner which will insure efficiency and employee morale with the best interests of both parties involved in the settlement.

#### **6.2 Scope:**

A. A grievance within the meaning of this Agreement is defined to include any difference or disputes between the Union and/or an employee and the City involving any interpretation or application of any provision of this Agreement.

B. In addition to disputes or complaints involving interpretation or application of this Agreement, grievances shall be recognized as valid which shall have reference to interpretation or application of rules and regulations and policies of the Police Department, or



which shall have reference to charges of favoritism or discrimination or which involve discharge, suspension or other disciplinary action.

6.3 Representation:

Any employee may use this grievance procedure with or without Union assistance. Should an employee process the grievance through one or more of the step provided herein prior to seeking Union aid, the Union shall process the grievance from the next succeeding steps following that which the employee has utilized.

6.4 Settlements:

No grievance settlement made as a result of any individually processed grievance shall contravene any of the provisions of this Agreement.

6.5 Steps of the Grievance Procedure:

Step 1 - An employee who has a grievance or complaint shall go to the senior officer in charge of that shift accompanied, if desired, by a Union representative to settle the dispute. The senior officer shall submit his answer in not less than three (3) working days. Any grievance must be filed within fifty (50) days from the date it occurred.

1a - When action is taken by the Chief of Police, the normal procedure shall be to file the grievance directly to Step 3.

1b - When action is taken by the Board of Police Commissioners the normal grievance procedure may be advanced to Step 4.

Step 2 - If the complainant and/or the Union is not yet satisfied, the complainant shall then reduce the complaint to writing and then submit it to the Chief or his/her designee. The Chief's or his/her designee's decision shall be rendered in writing within five (5) working days of receipt of the grievance.

Step 3 - If the complainant and his/her Union representative, if desired, are not satisfied with the decision rendered by the Chief or his/her designee, the employee or the Union representative, shall submit the grievance in writing to the Board of Police Commissioners within ten (10) days. All information pertaining to the grievance, including Internal Affairs reports shall be made available to the Commissioners and there shall be no disqualification of Commissioners. Whenever there is a grievance filed at this Step, the Commissioners will hear the grievance, not later than the third regularly scheduled meeting of the Board of Police Commissioners that follows the filing at Step 3. The grievance hearing will allow the Chief or his/her designee and the union to argue the merits of the grievance. If the Commissioners do not hold a meeting on the grievance within this time, the Union shall have the right to bring it directly to the next Step. Said Board shall render its decision in writing within ten (10) working days following the Board of Commissioners' meeting with the Union.

Step 4 - If the complainant and/or his Union Representative are not satisfied with the decision rendered by the Board of Police Commissioners, said grievance shall be forwarded to the City Personnel Director who shall within ten (10) working days convene a hearing. The City Personnel Director shall render his/her decision within five (5) working days of said hearing.

Step 5 - (a) If a grievance has not been satisfactorily adjudicated in any of the prior steps, the Union may submit the matter to the Connecticut State Board of Mediation and Arbitration for review and hearing and the decision rendered by the arbitrator(s) shall be final and binding upon both parties.

(b) A letter of notification must be submitted by the initiating party to the other party, and a grievance not filed within a thirty (30) day time limit shall be deemed voided. The parties may also submit appropriate grievances to the State Board of Mediation and Arbitration for expedited arbitration, by mutual agreement.

#### 6.6 General Provisions:

A. Mediation: The mediation service of the State Board of Mediation and Arbitration is to be used in fourth (4th) step matters provided both parties are mutually agreed on the desirability of this service and any cost shall be borne by the initiating party.

B. Meetings: If either party to the grievance process desires to meet for the purpose of oral review, a meeting shall be requested and scheduled not later than fifteen (15) days after receipt of the request.

C. Recording Minutes or Testimony: Either party shall have the right to employ a public stenographer or use a mechanical recording device at Step 3 or 4 in the procedure. Any cost incurred shall be borne by the initiating party.

D. Police Union as a Complainant: The Union shall be entitled to submit grievance(s) in the name of the Police Union in the same manner as provided for employees herein.

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

### **ARTICLE 7**

#### **DISCIPLINE AND DISCHARGE**

7.1 No employee shall be disciplined, suspended or discharged except for just cause. Any employee who has been disciplined or discharged and who is subsequently exonerated shall be reinstated with full rights and benefits and without prejudice, and shall be made whole for all losses incurred.

7.2 When an employee is ordered to report to the Chief of Police or his designee for any violation of any department rule and regulations, personal or otherwise; such employee shall have the right to be attended by the Local Union, if he/she so chooses.



7.3 The Union shall have the right to be in attendance at all disciplinary hearings before the Board of Police Commissioners. The accused will receive a letter advising him of the date of such hearing and copies of this letter shall be sent to the Union. At such hearings all witnesses shall be sworn. Mechanical equipment or stenographer can be used to record all testimony, with any cost to be borne by the party requesting same. The accused shall have the right and choice of representation. Such hearings shall be closed to the public and press unless the accused requests an open hearing.

7.4 An officer who is suspended without pay for a period of ten (10) days or less by the Chief of Police or his designee may appeal the suspension through the grievance procedure beginning at Step 3.

7.5 If the Chief recommends discipline greater than a suspension without pay of ten (10) working days, he shall refer the recommendation to the Board of Police Commissioners for a hearing. The Board shall notify the officer of a hearing date in writing within ten (10) days of receipt of the Chief's recommendation.

7.6 The Chief may suspend an employee with pay while an internal investigation is being conducted if the Chief decides that the employee is a detriment to the organization in his/her present capacity. Such suspension shall be at the Chief's discretion and shall be grievable. The Chief may suspend an employee pending the outcome of a disciplinary hearing under Section 7.5 above. Such suspension shall be at the Chief's discretion and shall not be grievable.

7.7 Whenever a civilian complaint against a member or group of members of the Police Department relating to his or their conduct as an officer(s) or the manner in which such officer(s) discharges his duties and such complaint results in a hearing or inquiry, said member shall be entitled to be represented by an attorney of his own choosing before the Board of Police Commissioners. The City agrees to pay said attorney according to the schedule established by the New Haven County Bar Association in effect at the time the attorney is engaged. Should the attorney's fee be higher than the aforementioned rate, the employee will assume the difference in cost. The maximum liability to the City will be five hundred dollars (\$500) per case. This section applies only to disciplinary hearings before the Board of Police Commissioners and does not apply to grievance hearings or meetings pursuant to the contractual grievance procedure.

7.8 Employees may be required to attend such hearings when off duty. Such witnesses who are required by the City to attend shall be compensated for such appearances by being paid a sum of money that is equal to the number of hours spent at such hearings. This section applies only to disciplinary hearings before the Board of Police Commissioners and does not apply to grievance hearings or meetings pursuant to the contractual grievance procedure.

7.9 An officer suspended for ten (10) working days or less shall forfeit one accumulated holiday, vacation day or personal day for each day of suspension. If the officer has no accumulated holidays, vacation days or personal days left, he shall forfeit a day's pay for each

day of suspension. Suspended days shall not count toward the forty (40) hour work week for overtime purposes.

7.10 Time extensions beyond those stipulated here regarding hearings may be arrived at by mutual written agreement of the City and the Union.

7.11 When an employee receives a written warning or letter of reprimand placed in his or her personnel file it shall be removed after three (3) years provided the employee has had no other discipline issues in that time period.

## **ARTICLE 8**

### **VACATIONS**

8.1 Each employee who has completed six (6) months of service but less than one (1) year, shall be entitled to a vacation with pay of one (1) week.

8.2 Employees who have completed one (1) year of service shall be entitled to a vacation with pay of two (2) weeks annually.

8.3 Employees who have completed five (5) years of service but less than ten (10) years of service shall receive three (3) weeks of paid vacation annually.

Employees who have completed ten (10) years of service but less than fifteen (15) years of service shall receive four (4) weeks of paid vacation annually.

Employees who have completed fifteen (15) years of service but less than twenty (20) years of service shall receive five (5) weeks of paid vacation annually.

Employees who have completed twenty (20) years of service or more shall receive six (6) weeks of paid vacation annually.

8.4 Vacation time shall be computed from day of hiring and not necessarily fiscal year.

8.5 Employees shall be entitled to take their vacation at the completion of service specified. No employee shall be "bumped" from a vacation that he/she has picked if said "bumping" is less than forty-five (45) calendar days prior to the starting day of said employee's vacation.

A request for vacation time by an Animal Control Officer or Humane Officer shall be submitted in writing to the Chief of Police or his designee not less than seven (7) days prior to the requested vacation. The taking of vacation shall be subject to the demands of service of the Department. In the event that the Animal Control Officer and Humane Officer request the same vacation, preference shall be granted to the more senior employee.

8.6 Vacation pay, prorated on the employee's service with the City, shall be granted the employee in the event his services are terminated with the City for any reason except discharge.



8.7 Number of Employees On Vacation:

A. There shall be one vacation schedule for Lieutenants which shall be apart from the vacation schedule for other employees. Only one such Lieutenant shall be allowed to take vacation time on the same shift. However, the Chief of Police, in his discretion, may grant additional personnel vacation time.

B. There shall be a separate vacation schedule for Sergeants and only one Sergeant in the manpower clause shall be allowed to take vacation time at the same time on the same shift. However, the Chief of Police, in his discretion, may grant additional personnel vacation time.

C. No more than two (2) Detective Investigators on the 8:00 a.m. to 4:00 p.m. shift shall take vacation leave at one time and no more than one (1) Detective Investigator on the 4:00 p.m. to 12 midnight shift shall take vacation leave at any one time. However, the Chief of Police, in his discretion, may grant additional personnel vacation time.

D. Vacation days may be taken at the discretion of the employee subject to no more than one (1) Shift Commander, one (1) Sergeant in the manpower clause and up to six (6) Patrol Persons in the manpower clause to be granted this privilege per shift subject to the provision that the number of Patrol Persons in the manpower clause who may be off on personal leave, holidays and vacation shall not exceed, in the aggregate, six (6) per shift (Appendix C). However, the Chief of Police, in his discretion, may grant additional personnel vacation time.

8.8 These provisions are also subject to a three (3) day advanced notice request to the Chief of Police or his designated authority. The three (3) day advance notice request for the Chief of Police or his designated authority is waived for the swing men.

8.9 No vacation day shall be granted to an employee on an enumerated holiday if said position(s) cannot be filled without ordering another man to "double though."

8.10 Seniority shall prevail for vacation days and holidays.

8.11 Full vacation weeks have priority.

8.12 All vacation time will be used or cashed in at any time prior to the employee's anniversary date. Under no circumstance can vacation time be carried over past the employee's anniversary date.

8.13 A full week vacation shall commence on the first scheduled day of work after the employee's two (2) days off.

**ARTICLE 9**  
**RATE OF PAY**

9.1 A. Probation A new city police officer shall be considered a probationary officer for three (3) years from the original date of hire. A new Humane Officer shall be considered a

probationary employee for one (1) year from the original date of hire. Any absence for illness or injury in excess of five (5) consecutive working days shall not be counted toward completion of the probationary period and the probation shall be extended accordingly. During probation, a police officer shall be paid as a Grade "D" for three (3) years. For the next one (1) year following probation the officer shall be paid as a Patrol Officer "C" and the following one (1) year shall be paid as a Patrol Officer "B" before being advanced to grade "A". During probation, a Humane Officer shall be paid at grade "B" and thereafter shall be advanced to grade "A". During probation, the employee may be removed at any time during his/her probationary period if the employee is not performing to the level required. Removal during the probationary period shall not be subject to the grievance and arbitration procedures of this Agreement.

9.1 B. A new Detective, Sergeant, Detective Sergeant, Lieutenant or Captain shall be considered a Grade B officer at that rank for one (1) year from the date of promotion. The officer shall be paid as a Grade B Detective, Sergeant, Detective Sergeant, Lieutenant or Captain for the first year of that rank.

9.1 C. A Connecticut Post Certified Police Officer transferring from another Connecticut Police Department who has three years or more of continuous prior police experience shall be paid as a Patrol Officer "C" after successfully completing a probationary period of one (1) year.

**9.2 Weekly and Annual Salaries Effective and Retroactive to 7/1/15 - 6/30/16 (2.0% GWI):**

RANK		WEEKLY	ANNUALLY
Captain A		1,715.60	89,211.20
Captain B	1 yr	1,686.30	87,687.60
Lieutenant A		1,587.20	82,534.40
Lieutenant B	1 yr	1,554.80	80,849.60
Det/SGT A		1,522.40	79,164.80
DET/SGT B	1yr	1,495.37	77,759.24
Sergeant A		1,467.60	76,315.20
Sergeant B	1 yr	1,438.40	74,796.80
Detective A		1,390.00	72,280.00
Detective B	1 yr	1,360.50	70,746.00
Patrol Officer A		1,325.20	68,910.40
Patrol Officer B	1 yr	1,209.20	62,878.40
Patrol Officer C	1 yr	1,092.80	56,825.60
Patrol Officer D	3 yr	1,050.40	54,620.80

Humane Officer A		839.60	43,659.20
Humane Officer B	1 yr	815.20	42,390.40

**9.3 Weekly and Annual Salaries Effective 7/1/16 - 6/30/17 (2.0% GWI):**

RANK		WEEKLY	ANNUALLY
Captain A		1,749.91	90,995.32
Captain B	1 yr	1,720.03	89,441.56
Lieutenant A		1,618.94	84,184.88
Lieutenant B	1 yr	1,585.90	82,466.80
Det/SGT A		1,552.85	80,748.20
DET/SGT B	1yr	1,525.28	79,314.56
Sergeant A		1,496.95	77,841.40
Sergeant B	1 yr	1,467.17	76,292.84
Detective A		1,417.80	73,725.60
Detective B	1 yr	1,387.71	72,160.92
Patrol Officer A		1,351.70	70,288.40
Patrol Officer B	1 yr	1,233.38	64,135.76
Patrol Officer C	1 yr	1,114.66	57,962.32
Patrol Officer D	3 yr	1,071.41	55,713.32
Humane Officer A		856.39	44,532.28
Humane Officer B	1 yr	831.50	43,238.00

**9.4 Weekly and Annual Salaries Effective 7/1/17 - 6/30/18 (2.0% GWI):**

RANK		WEEKLY	ANNUALLY
Captain A		1,784.90	92,814.80
Captain B	1 yr	1,754.43	91,230.36
Lieutenant A		1,651.31	85,868.12



Lieutenant B	1 yr	1,617.62	84,116.24
Det/SGT A		1,583.91	82,363.32
DET/SGT B	1yr	1,555.78	80,900.56
Sergeant A		1,526.88	79,397.76
Sergeant B	1 yr	1,496.51	77,818.52
Detective A		1,446.16	75,200.32
Detective B	1 yr	1,415.46	73,603.92
Patrol Officer A		1,378.73	71,693.96
Patrol Officer B	1 yr	1,258.05	65,418.60
Patrol Officer C	1 yr	1,136.95	59,121.40
Patrol Officer D	3 yr	1,092.83	56,827.16
Humane Officer A		873.52	45,423.04
Humane Officer B	1 yr	848.13	44,102.76

9.5 Shift Differential:

A. Every officer working the 3:00 p.m. to 11:00 p.m. and the 4:00 p.m. to 12:00 a.m. shift shall receive a shift differential of four percent (4%) in their weekly salary. Every officer working the 11:00 p.m. to 7:00 a.m. shift and 12:00 a.m. to 8:00 a.m. shift shall receive a shift differential of five percent (5%) increase over their earned weekly salary.

B. Shift differential shall be paid only when actively working that shift. (Shift differential is not paid on holidays, vacation or other leave.)

**ARTICLE 10**

**LONGEVITY**

10.1 Eligibility and Amount: Each employee in the bargaining unit who has or will have five (5) years but less than ten (10) years of service on June 30th of each fiscal year shall receive an annual longevity payment of seven hundred fifty (\$750) dollars. Each employee who has or will have ten (10) years of service but less than fifteen (15) years of service on June 30th of each fiscal year shall receive an annual longevity payment of eight hundred (\$800) dollars. Each employee who has or will have fifteen (15) years of service but less than twenty (20) years of service on June 30th of each fiscal year shall receive an annual longevity payment of nine hundred (\$900) dollars. Each employee who has or will have twenty (20) years or more of service on June 30th of each fiscal year shall receive an annual longevity increment of one



thousand (\$1,000) dollars. Such payments are to be made on the last pay period in July of said fiscal year.

**10.2 Termination, Retirement or Death:**

A. In the event of the death of an employee who is entitled to such longevity payments, said payments shall be paid to his/her spouse. In the event the employee is not survived by a spouse, said payments of employee longevity increments are to be paid to the estate and/or children.

B. Any member who is otherwise eligible, and retires, shall receive longevity payments for the fiscal year in which he/she retires.

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

**ARTICLE 11**  
**EDUCATIONAL BENEFITS**

11.1 Each member of the bargaining unit with one year of service possessing an Associate's Degree shall receive a yearly allowance during the term of this contract of \$1,182.27.

11.2 Each member of the bargaining unit with one year of service possessing a B.A. or B.S. Degree shall receive a yearly allowance during the term of this contract of \$1,520.06.

11.3 Each member of the bargaining unit with one year of service possessing a Master's Degree will receive a yearly allowance during the term of this contract of \$1,857.86

11.4 Each member of the bargaining unit who has the equivalent of an Associate's Degree in credit hours will be paid as though such member had obtained the degree, but only if after attaining the required credit hours, such member continues in school in a program directed toward a Bachelor of Arts or a Bachelor of Science Degree. Such member shall be allowed to take one full semester off between the time the necessary credit hours for an Associate's Degree is achieved and the time the Bachelor of Arts or Bachelor of Science Degree is obtained, without losing the allowance. If, however, such member takes more than one semester off during said period of time, then he or she shall no longer be entitled to receive the allowance, as of ninety (90) days after the beginning of the second semester which is taken off unless such member produces an Associate's Degree within said period of ninety (90) days, in which case the allowance will continue. If such member leaves school during any semester after having already taken one semester off, he or she shall no longer be entitled to such allowance as of ninety (90) days after such time he or she leaves school, unless such member produces an Associate's Degree, within said period of ninety (90) days. Proof of compliance with the various requirements of Section 11.4 shall be submitted to the Chief of Police. All degrees must be from an accredited school.

11.5 Any employee who has a degree verified at any time during the year shall be paid the appropriate sum of money in either December or June.

11.6 Education Assistance

Eligibility - Applicants for educational assistance must have at least eighteen (18) months of continuous service at the time of application.

- a. All applicants for education assistance must be made to and approved by the Chief of Police prior to the time of registration; such approval shall not be unreasonably withheld. Applications not made in advance will be rejected.
- b. 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.
- c. Course work must be taken at an appropriately recognized and certified educational institution, technical school or training center within the State of Connecticut including an appropriately recognized on-line institution. Online courses shall be accepted and reimbursed. No reimbursement is available under this policy for association meetings, conventions, institutional programs, or other similar forms of extracurricular programs.

Reimbursement - The City will reimburse employees for actual allowable expenses incurred to a maximum of two thousand five hundred dollars (\$2,500.00) per fiscal year.

1. Allowable expenses include tuition, books, lab fees, registration and fees.
2. In order to be reimbursed, the employee must provide satisfactory evidence of completion of the course with a "B" or higher for undergraduate courses or a graduate course, or a marking equivalent, and proof of prior payment.

**ARTICLE 12**  
**EXTRA POLICE DUTY**

12.1 Definition:

Extra Police Duty - The term extra police duty shall be defined as duty for which the employee is paid by some party other than the City itself.

Event - Something that occurs in a certain place during a particular interval of time, i.e. but not limited to - Carnivals, Races, Sporting events, Festivals, Dances, Board of Education.

Construction - Extra duty requested on city or state roadways, for traffic, public safety, worker safety. This is normally requested by the construction company.



## 12.2 Rates of Pay:

A. All extra duty shall be paid at the rate of time and one-half the hourly rate for the position being filled (i.e., patrol officer or supervisor). If the individual filling a patrol officer assignment is not a patrol officer, the rate shall be time and one-half the maximum patrol officer rate. If the individual is filling a supervisor's assignment, the rate shall be time and one-half the rate of the individual filling the assignment.

B. Payment for extra duty jobs shall be at a minimum of six (6) hours, Board of Education and Notre Dame High School jobs shall remain at four (4) hours.

C. The Chief of Police or his/her designee will determine if a marked Police Vehicle is needed for safety at any outside job. Conditions to be considered will include but are not limited to: weather conditions, lighting conditions, visibility, roadway volume, time of day, roadway speed, effect on traffic pattern, roadway restrictions at the actual job location.

If a marked Police Vehicle is authorized, a per day fee will be billed to the party hiring the officer(s) for use of the vehicle. No vehicles will be used for extra duty assignments unless approved by the Chief of Police or his/her designee.

## 12.3 Access to Extra Duty Jobs:

A. All such assignments shall be made by the Chief of Police or designated person and shall be made on an equitable rotating basis with seniority as a governing factor and the Chief shall bear the sole responsibility for this.

B. All employees desiring extra duty assignments shall make their desire known in writing to the Chief of Police or his designee, with a copy of such notice supplied to the Union. Thereafter, a list shall be drawn up on a rotating basis which will include those available for this work. When a supervisor is required for an event, such assignment shall first be offered to a Sergeant, and then to Lieutenants/Captains. If no employee of these ranks is available, the supervisor assignment shall be offered to the most senior patrol officer who shall become acting Sergeant and shall be paid at the rate of Sergeant.

C. Any employee who accepts an extra duty assignment and cancels it for any reason with less than four (4) hours notice shall not be eligible to be called for the next extra duty assignment when his/her card comes up.

D. Any employee who books off sick from the West Haven Police Department shall not be eligible to take an extra duty job for sixteen (16) hours from the end of the shift he/she booked off sick.

## 12.4 Manning for Extra Police Duty:

A. When three (3) or more patrol persons are assigned, one (1) supervisor (Sergeant, Lieutenant or Captain) shall be assigned. When a supervisor is required for an event,

such assignment shall first be offered to a Sergeant, and then to Lieutenants/Captains. If no employee of these ranks is available, the supervisor assignment shall be offered to the most senior patrol officer who shall become acting Sergeant and shall be paid at the rate of Sergeant.

B. When twelve (12) or more patrol persons are assigned, two (2) supervisors shall be assigned. When a supervisor is required for an event, such assignment shall first be offered to a Sergeant, and then to Lieutenants/Captains. If no employee of these ranks is available, the supervisor assignment shall be offered to the most senior patrol officer who shall become acting Sergeant and shall be paid at the rate of Sergeant.

C. When fifteen (15) or more patrol persons are assigned, two (2) Sergeants and one (1) Lieutenant or Captain will be assigned, when a Lieutenant or Captain is not assigned in the above event the Senior Sergeant shall be paid the rate of Lieutenant.

#### 12.5 Surcharges:

The City will bill a surcharge to employers utilizing extra duty police officers, to cover administrative costs. The amount of the surcharge shall be determined by the City. Any small charges will be collected on the day the service is rendered by the police officers. For larger jobs, the police Special Service charges are due and payable upon receipt of the invoice. A late charge, in an amount determined by the City, will be added to any account that is over ten (10) days old. If a bill is unpaid for over forty-five (45) days the vendor will be unable to hire police Special Services until the account is paid in full and will be subject to additional collection and legal expense. Upon full payment of the account the vendor will be eligible once again to hire police Special Services but must pay for services up front for the next two (2) times. All new clients will pay on an up-front basis for the first two (2) jobs regardless of the job size.

### ARTICLE 13

#### EXTRA DUTY FOR CITY AND STAFFING

##### 13.1 Filling Open Shifts:

A. When an opening on a shift exists, the same system of seniority shall exist. (The senior man is to be called first). All persons must be called or asked according to their seniority. If after calling by phone or asking each person, according to his/her seniority, and the job or jobs cannot be filled, then the person with least amount of seniority must work the next shift, paid at the rate of time and one-half.

B. Any officer who works sixteen (16) consecutive hours for the City may be allowed to leave after fifteen (15) hours, if in the determination of the Shift Commander it is not busy.

C. No officers shall be allowed to work in excess of seventeen (17) hours during any twenty-four (24) hour period with the exception being any job in which the officer may be held over, due to circumstances beyond his/her control. It shall be the responsibility of each officer



to notify the hiring authority of any violation of the seventeen (17) hour rule. An officer who fails to provide the notification required by this subsection shall be removed from the rotation for a period of three (3) days after the first violation, five (5) days after the second violation, and thirty (30) days after the third violation.

D. When there is overtime available for a Humane Officer, the senior employee within the classification of a Humane Officer, as applicable, shall be given the first opportunity to work the available overtime.

### 13.2 Minimum Staffing:

A. A full complement of officers shall be 10 patrol beats on the 4:00 p.m. to 12:00 a.m./3:00 p.m. to 11:00p.m. shift, 9 patrol beats on the 12:00 a.m. to 8:00 a.m./11:00 p.m. to 7:00 a.m. shift and 10 patrol beats on the 8:00 a.m. to 4:00 p.m./7:00 a.m. to 3:00 p.m. shift.

B. There will be a minimum of one (1) Detective Investigator and one (1) supervisor of Detectives working on the 4:00 p.m. to 12:00 a.m. shift.

C. There will be a minimum of two (2) Detective Investigators and one (1) supervisor of Detectives working on the 8:00 a.m. to 4:00 p.m. shift. A Detective Investigator for the purposes of this section is any Detective working the 8:00 a.m. to 4:00 p.m. shift.

D. One (1) uniformed Desk/Station Sergeant and one (1) uniformed street Sergeant will work per shift at all times. The Desk/Station Sergeant may be assigned by the Shift Commander to work as a second Street Sergeant, but at all times, there will be either a Shift Commander or a Desk/Station Sergeant in the station.

E. Effective July 1, 2002, there shall be a single rank of Lieutenant. Lieutenants may serve as shift commanders. Captains can only cover the job of Shift Commander on an overtime basis. The one 8:00 a.m. to 4:00 p.m. opening in the current job schedule for Shift Commander which occurs on Sunday shall be offered first to the Captains. If no Captains are available to cover this job, it will then be offered to Lieutenants. All other Shift Commander overtime will be offered to Lieutenants first. If no Lieutenants are available, it will then be offered to the Captains.

F. Captains: Captains will predominantly work Monday through Friday, 8:00 a.m. to 4:00 p.m., but the Chief may assign the Captains of the Uniform Services Division and the Investigative Services Division to work other hours on occasion as necessary to maintain the good order of their divisions. The Chief may reassign a Captain from one division to another. It is anticipated that division assignments for Captains shall be rotated periodically. The City will provide each Captain with a Departmental approved communication device (Nextel or similar) for use in connection with police business.

G. The Chief may assign a patrol officer to perform investigative assignments. Any such patrol officer so assigned shall be paid at the rate of pay they currently receive, during the

time that he or she is holding such temporary assignment. Such temporary assignment shall not exceed a period of twelve months. No incumbent Detective shall be removed as a result of any such special assignment. This temporary assignment is not a promotion and shall not be interpreted as such.

H. The provisions of the manpower clause notwithstanding, up to three (3) officers sent to school need not be replaced. In addition, the City shall not be required to replace an officer who is attending a training session of less than four (4) hours within the City limits; this exception shall not be used for more than three (3) officers who are on patrol.

### 13.3 Payment for Extra Shift Work:

A. In order to receive the time and one half rate for extra shift work, and extra police duty as defined in Section 12.1 the officer must have worked the full forty (40) hour work week during the week that the extra shift occurred. In the event of a recognized holiday or vacation, it will be considered as eight (8) working hours toward the full forty (40) hour week.

B. In order to receive the time and one half rate for extra police duty as defined in Section 12.1, the officer must have worked the full forty (40) hour work week during that week that the extra police duty occurred. In the event that an officer takes Sick Leave as defined in Section 15.1, forty-eight (48) hours prior to or after working the extra police duty, it will be considered as eight (8) working hours toward the full forty (40) hour week. An approved holiday, vacation, personal or compensatory day will be considered as eight (8) working hours toward the full forty (40) hour week.

### 13.4 Shift Selection:

All employees shall be required to bid within the time limits established herein.

A copy of the upcoming pick sheet for bidding shall be distributed with employee paychecks prior to the fourth week preceding the start of the cycle. The bidding shall be done starting in the fourth week prior to the start of the fifty-six day cycle. If an employee is on duty and it is his/her turn to pick, the employee must pick prior to the end of the tour of duty. If an employee is on his/her regularly scheduled day off when it is his/her turn to pick, the employee must pick not later than the start of the first shift on which he/she is regularly scheduled to work following the day(s) off. If an employee is on vacation or absent due to illness or injury, the employee may call the hiring authority or, in his/her absence, the desk sergeant, to pick or may give a written proxy to the hiring authority.

Once the bidding has been completed, there shall be no rebids. An employee who does not bid at the designated time for bidding waives his/her right to bid for that cycle. An employee who does not bid shall be placed on an opening on the swing schedule; if there is more than one, it shall be done in seniority order.



13.5 Rebidding of Shifts Due to Reassignments: If an officer is reassigned after the date on which shifts are selected, and the majority of the bidding period remains, the officers junior to the officer reassigned shall rebid. No rebid shall be required if officers are not affected by the reassignment.

13.6 Compensatory Time

In lieu of cash payment for overtime, compensatory time at time and one-half may be given for the following assignments:

- a) SWAT training;
- b) night work by the Crime Prevention Officer after eight (8) hours of work, or after four (4) hours of work on a Saturday or Sunday;
- c) attendance at staff meetings by commanding officers;
- d) demonstrations by K-9 officers;
- e) attendance by the DARE Officer(s) at graduations or presentations;
- f) other assignments as mutually agreed by the Chief and the Union;
- g) Regularly scheduled officers working the midnight shift on the day of the time change to Eastern Standard Time in the fall of each year, shall receive one (1) hour of compensatory time.

Attendance at these assignments is voluntary. No compensatory time may be given for work required by the City.

The maximum amount of compensatory time which an officer may accumulate is forty (40) hours. The City may, at any time, at its option, eliminate all or a portion of any compensatory time balances by making payment to the officer(s) at his/her regular hourly rate of pay.

Compensatory time may be used as follows:

- 1. A full shift of compensatory time may be used in any situation where the City may grant the time off without having to hire overtime. If a compensatory day is approved-anticipating that a scheduled extra officer will replace the officer on a compensatory day and another employee subsequently takes the day off, the approval of the compensatory day shall not be withdrawn
- 2. Up to four (4) hours of compensatory time may be used any time during a shift, in which case the City shall not be required to replace the officer.



3. Use of compensatory time is subject to approval of the Shift Commander based on staffing requirements.
4. Since compensatory time is not granted unless there is no overtime cost to the City, approval of compensatory time shall not normally be granted more than seventy-two (72) hours in advance of the time off requested.
5. An officer may not take compensatory time in order to work overtime/extra duty.
6. An officer shall be informed at the start of his shift, or at the time of the request if made during a shift, whether he may use compensatory time with the understanding that the decision may be rescinded later if an emergency occurs.

#### **ARTICLE 14** **HOLIDAYS**

14.1 The following holidays shall be paid for whether worked or not:

New Year's Day	Labor Day
Martin Luther King's Birthday	Veterans' Day
Washington's Birthday	Columbus Day
Good Friday	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	Employee's Birthday

For employees hired on or after July 1, 2015, holidays will be paid at the end of the quarter for holidays that fall within the quarter.

14.2 When a holiday falls on Sunday and is celebrated on a Monday, then the Monday shall be considered the holiday. When a holiday falls on Saturday and is celebrated on the preceding Friday, then, Friday shall be considered the holiday. Christmas, New Year's, and Independence Day will be celebrated on the actual day. In the event for any reason whatsoever, a holiday is created by order of the President of the United States or the Governor of the State of Connecticut such holiday shall be awarded to each member of the bargaining unit. If the member is required to work on the day that is designated as a holiday, he/she shall be compensated for the holiday by eight hours pay or holiday time off at the discretion of the employee. Such day shall be treated as all other holidays that are specified with this document.

14.3 An employee who is required to work on the above enumerated holidays shall receive regular rate of pay for the hours so worked. He shall be compensated for the holiday by eight (8) hours holiday pay or holiday time off at the discretion of the employee.

14.4 It is expressly understood and agreed between the parties to this contract that the holiday known as Washington's Birthday, Memorial Day and Columbus Day are now celebrated on the Mondays specified in Section 1-4 of the Connecticut General Statutes and those days

shall be the holidays for the purpose of this Article rather than the traditional dates previously celebrated. If by statute any said holiday listed above is to be celebrated on a day other than the day on which said holiday normally fell then, and in such event, the day so specified by statute shall be the holiday for the purpose of this Article rather than the traditional dates previously celebrated.

14.5 All holidays must be used or cashed in at anytime during the fiscal year. Under no circumstances can they be carried over to the next year. If the officer works on said holidays, he shall be awarded one (1) holiday day off for each holiday so worked. Anyone wishing to work an extra beat job on Thanksgiving Eve, Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve and New Year's Day will be working as bonus job, on all shifts. The City's scheduled fireworks detail will also be considered a bonus job.

14.6 Scheduling:

A. Holiday(s) may be taken at the discretion of the employee subject to the present practice of permitting no more than one (1) Shift Commander, one (1) Sergeant in the manpower clause and up to six (6) patrol persons in the manpower clause to be granted this privilege per shift subject to the provision that the number of Patrol Persons in the manpower clause who may be off on personal leave, holidays and vacations shall not exceed, in the aggregate, six (6) per shift (Appendix C). However, the Chief of Police, in his discretion, may grant additional personnel holiday time. No more than two (2) Detective Investigators on the 8:00 a.m. to 4:00 p.m. shift shall take holiday leave at one time and no more than one (1) Detective Investigator of the 4:00 p.m. to 12:00 a.m. shift shall take holiday leave at any one time. However, the Chief of Police, in his discretion, may grant additional personnel holiday time.

B. No holiday shall be granted to an employee on an enumerated holiday or the eve of said holiday if said position(s) cannot be filled without ordering another officer to "double though".

C. These provisions are also subject to a three (3) day advanced notice request to the Chief of Police or his designated authority. The three (3) day advanced notice requested can be waived by the Chief of Police. The three (3) day advance notice request to the Chief of Police or his designated authority is waived for the swing men.

14.7 Any employee who books off sick the day before or the day after a holiday or compensatory day or before or after an enumerated holiday as outlined in 14.1 taken shall lose one compensatory day from his/her accumulation. If no compensatory days can be deducted, said employee shall lose one holiday. If neither holiday nor compensatory day is accrued, the employee shall forfeit one day's pay. When a holiday is forfeited, the employee shall not lose more than one (1) days accumulation, under any circumstances, or one day's pay, if no accumulation. However, any employee who books off "injured" whether compensable or not shall not forfeit a holiday or compensatory day or pay and each employee shall furnish to the Department a doctor's excuse relating to said injury in that event.



14.8 No Holiday pay shall be paid to an employee who is out on suspension. If the suspension is overturned through the grievance procedure, the holiday will be restored.

## **ARTICLE 15**

### **SICK LEAVE**

#### **15.1 Definition and Use:**

A. Sick Leave defined: an absence from work for the following reasons during which an employee shall be compensated at his regular rate of pay.

1. Illness or injury to the employee not arising out of or during the performance of duty.
2. When the employee is required to undergo medical, optical, or dental treatment, and only when this cannot be scheduled on off-duty hours.
3. Illness, incapacity, or injury to the employee's spouse, child, or parent requiring the employee's personal attendance.

B. If any police officer leaves duty sick, for more than four (4) hours, he/she shall be charged the full amount of sick time i.e.: 5, 6, 7 hours.

C. When an officer leaves duty sick any time within the last four (4) hours of his/her tour of duty, he/she will be charged sick time. A replacement is not required under these circumstances.

D. If the officer is leaving duty sick for any time more than four (4) hours, a replacement will be hired.

#### **15.2 Accrual, Maximum Accumulation, Retirement and Death:**

A. Employees shall be entitled to fifteen (15) days of sick leave per fiscal year. Any employee hired during a fiscal year shall have sick time computed at one and one-quarter (1 ¼) days per month until July 1st of the said year.

B. Unused sick leave as accrued may be accumulated up to one hundred fifty (150) days. For employees hired on or after July 1, 2015, unused sick leave as accrued may be accumulated up to one hundred twenty (120) days.

C. Up to one hundred twenty (120) days of accumulated sick leave may be credited toward early retirement, or the employee shall receive one day of pay for each day of accumulated sick leave up to a maximum of one hundred twenty (120) days. For employees hired on or after July 1, 2015, the employee shall receive one day of pay for each day of accumulated sick leave up to a maximum of ninety (90) days on retirement.



D. Upon death of an employee, the amount of sick leave due to such employee shall be payable to his/her designated beneficiary at his/her going rate of pay.

15.3 Advance of Sick Leave: An employee who has exhausted his/her sick leave in any one year may request in writing, an advance of future sick days. Such employee shall be allowed to borrow, subject to the approval of the Board of Police Commissioners, an additional fifteen (15) days sick leave time. Such approved time shall be charged to the following year's sick leave. Upon his/her return to active duty, all earned sick leave credit shall be applied to his/her borrowed leave until repaid. Should for any reason an employee be terminated before the borrowed time is repaid, the days owed will be deducted from any moneys owed to said individual upon his/her termination of employment.

15.4 Sick Pool:

A sick pool shall be established by all members, with said members contributing one (1) sick day per year to said pool with a cap of two thousand four hundred (2,400) hours or three hundred (300) days. Members shall qualify for said pool after all holidays, vacation, sick time and sick time extensions have been exhausted. Said pool is to be utilized by officers with a legitimate extraordinary illness or injury which is not covered by workers' compensation or by the City.

The sick leave pool will be administered by a Sick Pool Committee of two (2) Union representatives and two management representatives. In the event of an impasse, the current Director of Personnel and Labor Relations will be the tiebreaker. An employee seeking access to the sick pool must submit a written request to the Committee, together with appropriate documentation of the illness or injury. In deciding whether to grant sick pool benefits and the extent of such benefits, the Committee shall consider such factors as:

- The nature and anticipated duration of the illness-or-injury.
- The employee's length of service with the Department.
- The employee's attendance record.

Sick pool benefits may only be granted upon a majority vote of the Committee.

The Committee's decision on whether to grant, in whole or in part, or to deny sick pool benefits shall not be subject to the grievance and arbitration provisions of this Agreement.

**ARTICLE 16**  
**OTHER LEAVES**

16.1 Union Business Leave:

A. The City shall pay up to three hundred fifty (350) hours per year to members of the Union Executive Board and/or elected delegates to allow them to attend board or council

meetings, conferences or conventions, or any other official union meetings. The President of the Union shall be allowed Union time to attend functions in his capacity as Union President. Total Union time shall not exceed three hundred fifty (350) hours as set forth in this Section. The Union shall notify the City at least one week in advance, when possible, of the need for invoking this provision and shall notify the City as to the names of the employees involved and the duration of the absence. The Union agrees that no more than three (3) employees shall be absent for these purposes at the same time. The City agrees that the above does not apply to time lost in bargaining, grievance or hearing sessions. An employee may not work overtime on the regularly scheduled shift on which he/she is scheduled to work and is on union leave time.

B. The number of Union people to attend arbitration hearings shall be two (2) Union representatives, plus the President.

#### 16.2 Funeral Leave:

A. In the event of a death of an employee's parent, spouse, brother, sister, child, stepchild, stepfather and stepmother, an employee shall be granted up to five (5) days' pay in accordance with the following provisions. In the event of a death of an employee's current mother-in-law, current father-in-law, current brother-in-law, current sister-in-law, grandmother, grandfather or grandchild, an employee shall be granted up to three (3) days' pay in accordance with the following provisions.

B. For any person domiciled in the officer's household other than the above, where there is proof of responsibility for funeral arrangements, participation of the employee shall warrant two (2) days paid absence.

C. Members shall not be paid for any days that are their regular days off that occur between the date of death and the burial.

#### 16.3 Workers' Compensation:

A. An employee who shall become disabled in the line of duty or is unable to work because of illness incident to his/her police duty, shall receive full pay for the duration of such illness or disability or until he or she becomes eligible for retirement, or for a maximum of eighteen (18) months whichever comes first. This section applies to those officers who file State Compensation Forms within seven (7) days of the injury. If the Compensation Commissioner rules against an officer, said officer shall compensate the City for designated time, i.e. holiday, sick time, vacation and wages. Should the employer file a disclaimer within the time limits prescribed by the Workers Compensation Statute, then said injured employee must request a hearing before the Workers' Compensation Commissioner within thirty (30) days following receipt of the disclaimer in order to continue to receive the benefits specified in this section. If a determination of compensability is not made during this eighteen (18) month period by the Workers' Compensation Commissioner, the officer's injured status will automatically revert to sick status and the appropriate sick, vacation, holiday, and personal time will be forfeited from



the officer. If the Workers' Compensation Commissioner, at a formal hearing rules the injury compensable, the officer (if active) will be made whole.

B. If an employee loses time because of an injury sustained in the line of duty for which he or she is entitled to compensation under the Workers' Compensation Act, he or she shall receive benefits equal to normal full pay for the period of disability, with the City making up the difference in the amount of such compensation received and the normal amount of the weekly pay, for up to eighteen (18) months. He or she shall receive the amount of pay per week as prescribed by the Workers' Compensation Act after eighteen (18) months.

C. All sick or injured employees are prohibited from working during their last normal scheduled working hours. Any violator of this section shall be subject to discipline, up to and including termination. If the injured employee is working another job he is capable of doing during hours other than his scheduled hours, he must notify the Chief of said other job and present a note from his Doctor stating that the other job would not affect his injury. Upon receipt of said Doctor's note, the City shall have the right to have said injured employee examined by the City Doctor.

D. Whenever an employee suffers an injury for which workers' compensation is claimed, the City shall investigate whether there is work available temporarily for the employee during the period of the employee's rehabilitation. A "Temporary work assignment" will not be for more than six (6) months. It is understood that a temporary work assignment is provided as a precursor to returning to full duty status. There is no permanent light duty status. The current job description for the position held by the employee, and any other information concerning the essential functions of the job, will be forwarded to the employee's treating physician and the City's workers' compensation carrier. The physician will indicate which of the essential functions of the job the employee is and is not capable of performing, as well as any medical restrictions on the employee, so that the City can analyze whether alternative work assignments are available. The Chief of Police and the City's Risk Manager will review alternative work assignments that may be available for the employee.

If there is a suitable temporary assignment available, the employee will be asked to return to work. It is understood that employees have an obligation to accept suitable alternative work under the Workers' Compensation Act.

A temporary work assignment may not be available for the entire period of an employee's temporary disability. If the temporary assignment ends, the employee will be notified and will no longer be required to report to that assignment. An employee with a non-service connected injury is eligible for a temporary work assignment under this Section.

Assignments under this Section shall be distributed on a first-come, first-served basis. If two officers are eligible at the same time, then the officer out of work the longest shall be offered the job. In all cases, priority shall be given to officers with work related injuries.



E. Any employee sustaining a work related injury or disability as provided in this Article must use a health care provider in the City of West Haven's workers' compensation preferred provider network, as such may be modified from time to time by the Plan Administrator and approved by the Workers' Compensation Commissioner.

**16.4 Military Leave:**

Leave for time spent in any of the Armed Forces or for time spent in the National Guard, shall be considered as time accruing toward years of service with the Police Department.

**16.5 Personal Leave:**

A. Each employee with five (5) years or more of service with the Department shall be entitled to five (5) personal days per fiscal year at his/her discretion, (with at least eight (8) hours notice), except that they may not be taken on any designated holiday. Personal days may be taken at the discretion of the employee subject to the permitting of no more than one (1) Shift Commander, one (1) Sergeant in the manpower clause, one (1) Detective Investigator, and one (1) Patrol Person in the manpower clause to be granted this privilege per shift (subject to Appendix C). However, the Chief of Police, in his discretion, may grant additional personnel to take a personal day.

B. Seniority shall prevail on all personal days. The officer may request said personal day sixteen (16) hours in advance, but can be bumped by a senior officer up to eight (8)-hours prior to the start of said shift.

C. All personal days must be used or cashed in at anytime during the fiscal year. Under no circumstances can they be carried over to the next year.

**ARTICLE 17  
WORK WEEK**

17.1 The standard work week shall be forty (40) hours per week.

17.2 Any officer who is required to work over-eight (8) hours in one-working day, or who works in excess of the normal forty (40) hours in any week, will be paid for those hours worked in excess at the rate of time and one half of regular rate for all such hours. The term "regular rate" as used in this contract shall be the hourly rate agreed upon and incorporated in this contract. The working day shall be defined as a minimum of fifteen (15) hours time off before the next scheduled shift unless the officer voluntarily waives these rights. (Voluntary waiving of rights means picking the beats only.)

17.3 Any officer scheduled to work an extra job for the City, or otherwise, and reports to headquarters ready for duty and said job is canceled, shall receive a minimum of five (5) hours of work. For outside work, he/she shall receive four (4) hours pay.

17.4 Each officer will receive two (2) consecutive days off per week unless officer voluntarily waives the right. (Voluntary waiving of rights means picking beats only.)

17.5 Any officer required to work fifteen (15) minutes or more will be paid the next hourly rate.

17.6 All police personnel will take no lunch periods the last two (2) hours of any shift. All police personnel will be allowed to take their lunch periods at home, provided that said police personnel reside within the City of West Haven, with the exception of an officer assigned to a bicycle.

## **ARTICLE 18**

### **PROMOTIONS**

#### **18.1 Examinations:**

A. Examinations for promotion to the rank of Sergeant, Lieutenant and Captain shall be conducted at least every two (2) years. Promotional exams which shall consist of oral and written exams shall be conducted by a mutually agreed upon firm or agency and shall be valid for a two (2) year period as specified in Section 18.3 unless all eligible candidates are promoted prior to the expiration date. The firm or agency conducting said examinations shall be determined at least eight (8) months prior to the exam date.

Should a vacancy(ies) arise after the regular list of eligible candidates is exhausted, or when there is no list for some other reason, a special examination shall be given. The special examination shall be given by the testing firm or agency that gave the last regularly scheduled examination. Such examination shall be given as soon as practicable following the date on which the vacancy arises, and in no event more than ninety (90) days following the date on which the vacancy arises. The special examination list shall expire on the April 30 prior to the new list resulting from the next regularly scheduled examination.

Applicants shall be eligible to take the special examination if they met the time-in-grade requirements as of the April 30 cut-off date for the last regularly scheduled examination. Seniority points shall also be determined as of that date.

B. All appointments will be made in order from those ranking number one on the exam.

C. Promotional exams shall consist of two elements, a written examination and the Assessment Center Examination Process or oral board as determined by the City and announced eight (8) months prior to the exam date. Each officer must attain a mark of at least the same percentage as is required to pass the written examination for entry level officers, to pass the written portion of the examination. All written examinations and Assessment Center Examinations or oral board shall be held off-site of the West Haven Police Department.



D. For the Sergeant's examination, the written examination shall be worth fifty percent (50%) of the grade and the Assessment Center Examination or oral board shall be worth fifty (50%) of the grade before seniority points are added.

For the Lieutenant's and Captain's examinations, the written examination shall be worth fifty percent (50%) of the grade and the Assessment Center Examination or oral board shall be worth fifty percent (50%) of the grade before seniority points are added.

E. Detective/Detective Sergeant Assignment

When an opening exists in the Detective Bureau for a Detective and/or a Detective Sergeant, the process for selecting a Patrol Officer or Sergeant to fill the spot is as follows:

The Chief of Police will solicit input from his/her senior staff. The senior staff will provide a list of 3-5 candidates and rank them in order. From these individual's lists, a master list of the three (3) candidates is submitted by the Chief to the Board of Police Commissioners for review. The board will select one of the three candidates submitted from the master list.

18.2 Eligibility:

A. A patrol officer will be eligible to take the exam for the rank of Sergeant upon obtaining Grade "A" status. No Sergeant shall be deemed qualified to take the exam for Lieutenant until the Sergeant has completed three (3) years as Sergeant. No Lieutenant shall be deemed qualified to take the exam for Captain until the Lieutenant has completed three (3) years as Lieutenant.

B. Officers to be promoted to the position of Sergeant and above are strongly encouraged to hold an Associate's Degree, and preferably a Bachelor's Degree.

All police officers hired by the Department after September 1, 2005 do not need an Associate's degree to reach Grade "A" status. Officers hired after September 1, 2005, however, must have an Associate's degree in order to be promoted to Sergeant and above. The Department will accept an officer's E-4 rank in lieu of an Associate's degree in order to make Sergeant. An officer hired after September 1, 2005 with an E-4 rank, needs an Associate's degree in order to be promoted to Lieutenant and above.

18.3 Effective Dates of Lists: No promotional list shall be made effective prior to the expiration of an existing list. Beginning in 1995 and every two (2) years thereafter, the promotional list shall become effective May 1, and be valid for a two year period ending on April 30 subject to vendor availability, regardless of when the exam is given or the list is certified. Applicants will be eligible to take the exam if they have or will have, their time-in-grade by April 30. Seniority points will be computed for years of service completed on April 30.

18.4 Results: All results are to be posted within thirty (30) days following the completion of all phases of the examination. If there is a current list, a promotion caused by a vacancy shall be filled from the existing current list within thirty (30) days. If there is no current list, a promotion



caused by a vacancy shall be filled within thirty (30) days from the date of the posting of the results of the special examination.

**ARTICLE 19**  
**HEALTH AND LIFE INSURANCE BENEFITS**

**19.1 Health Benefits for Active Employees:**

A. The current Century Preferred plan will continue through June 30, 2017, at which time the parties agree to reopen the contract to negotiate the medical plan and employee premium share only. If the Cadillac Tax in the Affordable Care Act is repealed prior to June 30, 2017, the current Century Preferred Plan will continue in effect through June 30, 2018, as the plan design is modified by this Agreement.

Effective July 1, 2015, employees shall contribute 16% of the premium cost. Effective July 1, 2016, employees shall contribute 17% of the premium cost. Effective July 1, 2017, employees shall contribute 18% of the premium cost.\* All employee contributions shall be under a Section 125 Premium Only Plan. The following health benefit plans for eligible employees and, unless otherwise provided, for their eligible dependents (which shall include an eligible employees spouse and unmarried dependents up to age 26, so long as required by law, otherwise to age 25):

\* In the event the Cadillac Tax is repealed prior to June 30, 2017.

B. The current Century Preferred PPO Plan Summary is attached as Appendix E and is summarized in part below:

1. In-Network \$0 Deductible, 100% Coinsurance; unlimited OOP max.

a. In-Network Benefit Co-payments effective on ratification:

• General office visits	\$30
• Specialist	\$40
• Walk-ins/allergy testing	\$40
• Emergency Room	\$200
• Outpatient Surgery	\$200
• Inpatient per admission	\$500
• Urgent Care	\$75
• Chiropractic	\$40 (20 visits maximum)
• Physical/Occup/Speech Therapy	\$40 (30 visits combined)
• DME and prosthetics	\$100
• Wellness and preventive	\$0

b. Combined In-Network and Out-of-Network Frequency Limits:

- Home health/hospice: 200 visits
- c. Out-of-Network Benefits (on a non-emergency basis) shall be subject to the following coinsurance and deductibles and shall be paid up to the limits of reasonable and customary charges (90th percentile):
  - Annual deductible: \$300/\$600/\$900
  - Coinsurance rate: 80/20%
  - Coinsurance maximum: \$900/\$1,200/\$1,800
  - Cost share maximum: \$900/\$1,800/\$2,700
- d. The following Managed Care provisions shall be included:
 

Case management, pre-admission notification, managed mandatory second surgical opinion. Also, there shall be a \$500 penalty for each occurrence which does not comply with the Managed Care requirements.
- e. The Plan shall include in-network treatment for eligible employees and eligible dependents residing outside of Connecticut.
- f. The current Century Preferred managed Rx, 3 Tier Plan summary is attached as Appendix E and summarized in part below. The Plan shall include Mandatory Generic and a Managed Care network of participating pharmacies and the following co-payments shall be in effect on ratification:
  - Mail order: 2 times copay
  - Retail Generic (required where available): \$5
  - Retail Listed brand: \$20
  - Retail Non-listed brand: \$35

There shall be a \$1,000 per person annual maximum with excess services treated as out-of-network expenses.

2. Dental benefits comparable to the former Blue Cross Full Service Dental Plan with Riders A, B, C and D.
3. Vision care benefits for the employee only, comparable to the former Blue Cross Vision Care Rider.

#### 19.2 Alternative Health Benefit Plan:

The Blue Care Plan or similar plan shall be offered to all employees covered by this Agreement as an alternative to the Century Preferred Point of Service Plan. Any additional cost to the City for Blue Care that payable for the Century Preferred Point of Service Plan shall be the obligation of the employee selecting Blue Care. Such additional cost, if any, shall be deducted from the pay, on a regular, periodic basis, of the employee making the election.

Should the cost to the City for the Blue Care Plan increase during the term of this Agreement, the employee's contribution by payroll deduction, shall reflect such change in cost. There shall be a limited time period to be agreed upon during which coverage may be switched.

19.3 Life Insurance:

For active employees, the City shall pay the full cost of the life insurance program of one hundred thousand dollars (\$100,000) for all present members of the Department.

19.4 Change of Carriers:

The City shall have the right to change insurance carriers or to self-insure provided that employee benefits are equal to or better than the benefits the employee now has in place.

19.5 Medicare Deductions for Employees Currently Not Having Taxes Withheld

The City will start deducting (withholding) Medicare tax from employees who currently do not have Medicare tax withheld from their earnings, commencing on January 1, 2003. This shall be done at the employee's request. The request must be made within thirty (30) days after the signing of the agreement.

19.6 Insurance opt-out

The City shall provide a payment in lieu of health benefits for employees that waive such coverage, in the amount of four thousand dollars (\$4000) per year, payable to the employee in two installments. The first payment shall be made six (6) months following the employee's waiver. Employees not currently (as of January 31, 2013) receiving an insurance waiver payment may not receive an insurance waiver payment if they receive coverage under any City or Board of Education plan.

**ARTICLE 20**  
**MATERNITY AND FAMILY LEAVE**

20.1 A female employee who becomes pregnant shall, as early as her condition is known, submit a written statement from her physician indicating her present physical condition, the expected childbirth date, and any limitations which may affect her ability to continue in her normal employment whether currently or in subsequent months.

20.2 Disability caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery therefrom, shall be treated as temporary disability for all job related purposes.

20.3 The date for leaving work shall be determined by the City, after review and after consultation with the officer, unless the officer's physician has determined that for medical reasons the officer must leave work on a date earlier than set by the City.



20.4 The City shall make a reasonable effort to transfer a pregnant officer to a suitable temporary position within the Police Department. The City shall have the sole discretion to determine if such assignment is available. An officer shall be granted maternity leave and be eligible to use any accrued paid leave to the officer's credit for that period of time that the individual's doctor or the City certify that the officer is medically incapable of performing the duties of the position.

20.5 There shall be no loss of seniority during said leave. Such officer shall have up to ninety (90) days from the date of the birth of the child to return to work. Upon signifying the officer's intent to return to normal duties, such officer shall be reinstated with equivalent pay, accumulated seniority, retirement credit and fringe benefits. In the event that the officer needs additional time, she shall submit an additional request to the Board of Police Commissioners.

20.6 An employee who becomes sick or disabled due to pregnancy or childbirth shall be entitled to leave in accordance with applicable state and federal statutes. An employee shall not be obligated to use vacation or other personal leave time in order to be granted a maternity leave. Employees shall not be precluded from using accrued vacation, personal time or sick time to extend periods of childbearing leave.

20.7 During the period of maternity leave, the City shall provide employee benefits seniority, insurances and pensions. The City does not have to grant additional sick time, holidays, vacations, and personal days during the leave.

20.8 A male employee shall be entitled to use up to twenty (20) accrued sick days for the birth or adoption of his child. Such employee shall also be entitled to unpaid leave in accordance with the Family and Medical Leave Act.

20.9 Employees may be granted a leave of absence when adopting a child.

20.10 This Article will not be precedent for light duty.

## **ARTICLE 21**

### **CLOTHING ALLOWANCE**

#### **21.1 Clothing and Accessory Allowances:**

A. Each regular member of the Police Department shall be granted a clothing allowance of one thousand and sixty four dollars (\$1064) for the fiscal year. Each member shall have the option of receiving a check for said amount issued on the first payday in July or remaining on the present voucher system. A written request to receive a check must be sent to the Chief of Police, on or before June 1<sup>st</sup> of each year.

B. A one hundred (\$100) dollar payment (separate check) will be paid to each officer on the first payday in July, to use for clothing and/or cleaning expenses.

C. Each member of the Department shall receive one hundred dollars (\$100) on the first payday in July, to be used for accessories, i.e., briefcases, clip boards, etc.

**21.2 Equipment:**

A. Police equipment shall be furnished to each sworn member of the Police Department as necessary to fulfill their job assignment within the agency. The City shall furnish each employee such equipment as it customarily furnished, and whenever reasonable possible shall furnish such additional equipment as is necessary to promote safety and welfare of the department members as well as aid in the efficient performance of their duties.

B. All issued equipment including bullet proof vests and duty weapons shall be returned upon separation from the department. Failure to return equipment upon separation will be cause to withhold any moneys owed.

**21.3 Voucher System:**

The voucher system in effect prior to the implementation of the 1996 contract shall remain in effect except that there shall be at least one catalogue company added as a source for purchases. Catalogue orders shall be processed through the designated office of the Police Department. Orders shall be sent to the catalogue company once a month.

**21.4 Uniform Specifications:**

If there is a change in uniform specifications, the Department shall confer with the Union concerning an appropriate wear-out period for prior purchases.

**ARTICLE 22**

**GENERAL PROVISIONS**

22.1 All side letters, memoranda of agreement, amendments and other written or oral agreements or assurances not expressly contained in this Agreement shall be invalid as of the effective date of this Agreement, with the exception of those which have continuing application, per the attached.

22.2 The City agrees to furnish to the Union an up-to-date seniority list for the bargaining unit, together with the classification and rates of pay for each employee on this list.

22.3 No employee covered by this Agreement shall be regularly required to perform any function normally done by another City Department or agency or by a private concern except in emergency situations.

22.4 The City agrees to recognize and meet with any accredited Representative of the Union, who is described in Article 2, Section 2.1. its International Union, the national AFL-CIO, or any of its affiliates. Such recognition shall specifically include an accredited representative of the Greater New Haven Central Labor Council, AFL-CIO, or accredited representative of the



Connecticut Police Council #15, AFL-CIO, or accredited representative of State, County, and Municipal Employees.

22.5 The City and Union agree to a residency provision. Said provision allows personnel to reside outside the limits of West Haven in the State of Connecticut within a twenty (20) mile radius from the West Haven border.

### **ARTICLE 23** **NO STRIKE OR LOCKOUT**

23.1 During the course of this Agreement there shall be no strike, slowdown, suspension or stoppage of work in any part of the City's operation authorized by the Union, nor shall there be any lockout by the City in any part of the City's operation.

### **ARTICLE 24** **PENSIONS AND RETIREE INSURANCE**

#### **24.1 Pension Plan:**

A. The Pension Plan restatement of January 1, 1999, as negotiated and updated from time to time by the City and the Union shall govern all retirement benefits and pension matters for current full-time, permanent uniformed and investigatory employees of the West Haven Police Department. Retirement benefits and pension matters for individuals who are already retired shall be governed by the policies and procedures in effect at the time of their retirement. Any employee hired after November 1, 2009 will be enrolled into the City of West Haven's 401k plan, not the pension plan mentioned above. The City will provide disability insurance to members hired after November 1, 2009.

#### **24.2 Retiree Health Insurance:**

A. The City agrees to pay the full cost for the Medicare over 65 plan effective July 1, 1985, for those members retiring after said date, or equivalent. Retirees hired on or after July 1, 2015, shall pay 25% premium contribution percentage toward the cost of the plan and 50% for the spouse/dependent for the cost of the plan, for both pre-age 65 retirees and post-age 65 retirees. Retirees who are hired on or after November 1, 2009, must have 20 years of service to be eligible to receive the retiree medical benefits outlined in Section 24.2.

B. The City shall provide an employee who actually retires the same medical plan as that in which the employee was enrolled at the time of retirement, until the retiree attains age 65. The City shall pay the cost of coverage for the retiree and his/her eligible dependents.

A retiree who is eligible for paid medical coverage from another source shall not be eligible for this benefit, provided that the coverage from the other source is substantially equivalent to that provided by the City. A retiree who loses his/her eligibility for paid medical coverage from another source shall be allowed to reenroll in the City's plan for retirees.

Whether the other coverage is substantially equivalent shall be determined by a joint committee of the City and the Union. If the City and the Union disagree on whether the coverage is substantially equivalent, the dispute shall be submitted to a consultant selected by mutual agreement of the parties.

C. The City shall pay the full cost of Supplement 65 insurance for those members who qualify for Social Security.

D. For any employee hired on or after July 1, 1993, upon retirement, the retiree shall pay any contribution toward health and/or life insurance which is required of active employees.

**24.3 Retiree Life Insurance:**

For employees who retire from the Department, the City shall pay the full cost of the life insurance program of ten thousand dollars (\$10,000) upon retirement.

**24.4 Deferred Compensation Program:**

A. Effective January 1, 1999, the City shall establish a deferred compensation program for employees in accordance with Conn. Gen. Stat. § 7-464(a), which program meets the requirements of Section 457 of the Internal Revenue Code. The program will provide the opportunity for payroll deduction of voluntary contributions by employees, with pre-tax dollars, subject to the limitations set forth in Section 457 of the Code and related Regulations.

B. The deferred compensation plan shall be administered by a third party who is properly licensed and qualified. Said third party must also be insured or bonded. The selection of the third party shall be done by a joint committee, comprised of two representatives of the City and two representatives of the Union.

**ARTICLE 25  
MOTORCYCLE**

25.1 The City and the Union agree that if the City feels it is necessary to employ the use of a motorcycle in full time police duty, the selection of the operator of said vehicle shall be by seniority from an eligibility list to be maintained by the City. In order to be on this eligibility list an officer must have a valid Connecticut Motorcycle License. If chosen an Officer must satisfactorily complete a Motorcycle Training Course.

**ARTICLE 26  
HUMANE OFFICER**

26.1 All provisions of the collective bargaining agreement shall apply to the Humane Officer with the exception of Sections 5.2, 5.3, 5.4, 5.5, 5.6, , 8.9, 9.5, 12.1 through 12.5, 13.2, 13.4, 13.5, 18.1 through 18.4, 25.1, 27.1, 29, 30.1, and any other article or section which, by its terms, is clearly applicable only to sworn officers.



26.2 The Humane Officer shall work a forty (40) hour work week. The work schedule for the Humane Officer shall normally provide for two consecutive days off based on seniority on Tuesday and Wednesday, subject to change by mutual agreement between the employee and the Chief or his designee.

26.3 There shall be a three (3) hour minimum for Animal Control Officers who are called in to perform their regular Animal Control duties.

#### **ARTICLE 27**

#### **K-9 SQUAD**

27.1 The City and Union agree to the formation of a K-9 Squad with the following provisions:

- a. Dog to be owned by the City of West Haven.
- b. City to pay for dog food and veterinary cost. City must approve vet costs in advance for retired dog which exceed \$500, per fiscal year.
- c. City to pay for schooling required for state certification;
- d. City will provide insurance for K-9.
- e. City will provide a specially equipped car for duty.
- f. Officer will be paid time and one-half if called to work when off duty.
- g. Must be able to pass State qualification test and be recommended by State Board.
- h. A canine officer may not pick the bicycle patrol or Beat 40. However, a canine officer may work Beat 40 as relief or as overtime. A canine officer working Beat 40 will still respond to a call for a canine officer.
- i. The City will allow the canine officer to leave his shift one (1) hour early on his regularly scheduled workdays in order to care for the animal. Normally, a canine officer shall take this hour at the start or end of his regular shift based on the concurrence of the Canine Officer and the Shift Commander. In addition, the City will pay each canine officer two (2) hours of regular pay per week at straight time for time spent off-duty in caring for the animal.

#### **Criteria for Dog Handler**

- a. Patrol person or Patrol Sergeant.
- b. Willing to have dog live in home.
- c. No family allergies connected to animals.

- d. Animal must be maintained in one or two family dwelling.
- e. Minimum of two (2) years on the Department.
- f. Shall work either the 8:00 a.m. to 4:00 p.m. shift; the 4:00 p.m. to 12 midnight or 7:00 p.m. to 3:00 a.m. shift(s); or the 12 midnight to 8:00 a.m. shift Officers who are designated dog handlers bid their shifts with other officers but the Chief may limit the number who bid for any one shift.
- g. Minimum commitment of three (3) years.
- h. Must pass the complete course (Patrol person and dog).
- i. All other provisions of the contract will be applicable.
- j. Must pass a special physical examination designed for the position of K-9 Officer conducted by a qualified physician selected by the City.

#### **ARTICLE 28** **WEIGHT PROGRAM**

Following ratification of this agreement, the City and Union shall establish a joint committee, with three representatives from each party. The committee shall meet and confer in good faith regarding the establishment of a minimum physical fitness standard necessary for the performance of a police officer's duties.

#### **ARTICLE 29** **DETECTIVE BUREAU SCHEDULE AND STREET CRIME**

##### **29.1 Detective Bureau:**

A. Detectives and Detective Sergeants shall have the right to bid shifts every fifty six (56) days. Said shifts shall be either 8:00 a.m. to 4:00 p.m. or 4:00 p.m. to 12:00 midnight. All Detectives and Detective Supervisors shall work Monday through Friday with Saturday and Sunday off. Exceptions to the bid shall be the Property Room, Youth and Fraud who shall work 8:00 a.m. to 4:00 p.m.

B. The Chief, or his/her designee, shall have the right to change shifts of the Detectives to continue an investigation. Said change in shifts shall not exceed sixty (60) days.

##### **29.2 Street Crime:**

A. There will be a ranking Supervisor and three (3) officers, one of whom may be a detective assigned to the Street Crime Unit. The Chief shall have the right to add additional Police personnel whenever it warrants.



B. Hours of work will be the basic 4-12 shift. However, shifts may be flexible on case load.

C. Any officer, detective or supervisor, assigned to this unit will not be considered part of the manpower clause for either the Detective Bureau or Patrol Division, except as provided in the Memorandum of Agreement on Reorganization as set forth in Appendix B and except that if the supervisor is a Detective Sergeant or Detective Lieutenant, he/she will be counted in the manpower clause for the Detective Bureau on the 4-12 Shift.

D. The City will not have to fill the vacancy for this unit when they are off.

E. There will be no replacement put on the job to replace these officers.

F. All personnel will have two consecutive days off.

G. Any overtime will be at time and one-half.

H. All other provisions of the contract will be applicable.

I. Any officer assigned to the Street Crime Unit, DEA, STNF or other drug interdiction unit will be drug tested no more than 6 times per calendar year, in addition to the random drug testing already provided under this agreement. The cost of testing will be paid for by the City.

### **ARTICLE 30**

#### **DURATION**

30.1 This Agreement shall become effective on the date of its signing, with the exception of those provisions for which a retroactive effective date is specified. This Agreement shall remain in effect through June 30, 2018.

**APPENDIX A****COST CONTAINMENT PROVISIONS**

The following utilization review provisions will become part of the group benefit package provided by the City:

1. PRE-ADMISSION CERTIFICATION/CONTINUED STAY REVIEW:

All hospital inpatient admissions will be subject to certification review. This includes both elective and emergency admissions. Elective admissions must be certified at least 48 hours in advance; emergency admissions must be certified within 48 hours after admission to the hospital.

The length of the admission will be subject to certification. Additional days beyond those certified during the pre-admission process must be approved to be treated as a covered expense.

If a hospital inpatient admission is not certified, there will be a \$200 penalty applied. This penalty may not be submitted as a Major Medical expense.

If an admission extends beyond the number of certified days, such additional days will not be considered a covered expense. Subject charges may not be submitted under Major Medical.

2. SECOND OPINION SURGERY:

For all elective surgical procedures, the Second Opinion "service line" must be contacted to determine if a Second Opinion is necessary. If deemed necessary, the Second Opinion will be covered at 100%, not subject to deductible. A Third Opinion will also be covered at 100%.

If a Second Opinion is deemed not necessary, you may still obtain one. Under these circumstances, the Second Opinion will be treated as any other expense subject to deductible and coinsurance. Third Opinions are also available, but reimbursed as any other expense.

If a Second Opinion is not obtained when required, reimbursement for the surgical procedure will be reduced by 20%.

3. PRE-ADMISSION TESTING:

The purpose of the Pre-Admission Testing feature is to encourage plan participants to have diagnostic tests done prior to Hospital confinement.



Costs for necessary tests done prior to Admission will be paid at 100%, with no deductible, when done on an outpatient basis prior to confinement. This provision applies to all elective, nonemergency admissions.

There is no need to contact the insurance carrier prior to the admission. However, as part of the scheduling process, you should ask your physician to request Pre-Admission Testing for necessary tests.

If pre-admission testing is not done for confinements which are not due to an Emergency illness or Accident, the normal coinsurance and deductible provisions may apply.

4. GENERIC DRUG ALTERNATIVE:

Many Prescriptions today may be properly filled with a "generic" alternative, rather than a "brand name" drug. The purpose of the Generic Drug alternative is to encourage you to use appropriate but less medication services for necessary treatment. The generic alternative is mandated unless the physician directs the use of a brand name drug.

You must request that your physician indicate on the prescription that it is to be filled with a Generic Drug, when available, to ensure proper reimbursement. The pharmacist will then note on the dispensed prescription that it is a Generic Drug alternative. The insurance carrier will then reimburse at 100%.

5. CASE MANAGEMENT:

An organized effort to identify, as early as possible, hospitalized patients who may have high-cost, complicated illnesses. It is specially designed to coordinate their health care benefits as efficiently and cost effectively as possible. It often provides for extended or expanded coverage for benefits normally limited by regular plan provisions.

If the case is determined appropriate for the program, a representative will work with the patient or patient's representative, the patient's physician, hospital and other health care providers to coordinate medical benefit resources. Exceptions and special plan arrangements will be identified and approved in advance of recommended treatment plans.

The program is intended to maximize member and physician choice and to promote the most efficient and appropriate use of available benefits.

The program is voluntary; a participant never has to accept the recommendations or alternative treatments offered by the program coordinator.

6. PSYCHIATRIC AND SUBSTANCE ABUSE MANAGEMENT:

The Psychiatric and Substance Abuse Case Management program assists employees and their dependents suffering from nervous, mental, drug or alcohol-related illnesses requiring hospitalization. It offers treatment alternatives when hospitalization may not be medically necessary.

Psychiatric, drug and alcohol-related admissions are subject to pre-admission review.

If you fail to notify us of the admission within the required time frame, benefits will be reduced as described above.

## APPENDIX B ASSIGNMENTS

The following are the conditions of employment for the listed assignments. Nothing in this provision shall infringe on the City's right to eliminate one or more of these assignments and place the affected employee in another assignment suitable to his rank; or, if the elimination of the assignment results in a layoff, the layoff will be made in accordance with Section 5.9 of the contract.

### Crime Prevention Officer

1. There shall be no set hours of work, but the schedule shall be predominately 7:00 a.m. to 3:00 p.m., forty hours per week. The hours are to be flexible, to meet the demands of work.
2. If eight (8) hours of work is done on Saturday or Sunday, a day off will be taken that week.
3. If night work after eight (8) hours of work or four (4) hours of work on Saturday or Sunday, the compensation time will be given at time and one half (1½) to be taken at the Crime Prevention Officer's convenience with notice to the Chief of Police.
4. All time worked pertaining to his schedule will be given to the Chief of Police.

### Traffic Division

1. There shall be no set hours of work, but the schedule shall be predominately 7:00 a.m. to 3:00 p.m., forty hours per week. The hours are to be flexible, to meet the demands of work.

### Training Officer

1. There will be a Training Officer in the West Haven Police Department.
2. The hours of work will be an 8-4, 4-12, and 12-8. They will be flexible by the week. The Training Officer's work schedule shall be approved by the Chief.
3. There will be two (2) consecutive days off.

### Armorer

The duties of the Armorer shall be as follows:

1. Maintain control over all firearms equipment and supplies relating to this Department, and cleanliness and security of range.



2. Prepare and maintain for inspection, administrative records pertaining to police personnel, Police Department inventory and condition of all firearms and related equipment.
3. Maintain a running inventory of all ammunition and other related equipment used by this Department.
4. Have sole responsibility for ordering and maintaining adequate ammunition and other related equipment, upon approval of Chief of Police and/or his designee.
5. Prepare and maintain scheduling for firearms training for all Police Department personnel, working whatever shift necessary to accomplish this function and correlating with Department's training instructor.
6. Wear appropriate Police Department uniform and equipment when working.
7. Submit a monthly report to the Chief of Police on activity conducted by Division, along with a work schedule.

High School and other schools Assignment

Conditions of Employment:

1. Patrolman shall wear an approved school officer uniform.
2. Hours are 7 a.m. to 3 p.m. - Monday to Friday.
3. During school closings, the officer will report to the Crime Prevention Sergeant for the hours of 8 a.m. to 4 p.m.
4. The Officer will be accountable to the Crime Prevention Sergeant.
5. Officers assigned shall be selected by seniority.

Duties:

1. Provide in-house security.
2. Provide preventive measures to deter student disruption.
3. Provide services solely for West Haven High School and other schools during the school day. After school hours will be devoted to checks on residency, truancy, or other related matters.
4. Direct students to outside agencies for assistance.
5. Confer with parents when needed.

6. Channel referrals to the Youth Officer through the Vice-Principal's office.
7. Be available as a resource person, in and out of the classroom.

Property Officer

1. There will be a full time Property Officer.
2. The days off will be Saturday and Sunday.
3. The hours of work will be 8:00 an. to 4:00 p.m.
4. The job will not be filled when the Property Officer is off.
5. The Chief of Police will assign the Property Officer.
6. The Property Officer will not be utilized to investigate complaints unless an emergency exists.

Special Assignments

The Chief of Police and or his/her designee shall have the right to assign Department personnel to special assignments.

1. A special assignment shall be defined as a temporary assignment of fifteen (15) working days or less. Where it is critical to have continuity of assignment, the assignment may be extended by an additional fifteen (15) days. Additional time shall require mutual agreement. The Union shall not unreasonably withhold its agreement.
2. A special assignment shall be voluntary.
3. Notification of special assignments shall be made to such person accepting the assignment at least three (3) days in advance if possible.
4. If applicable the City shall attempt to hire three (3) days in advance any position that is required to be hired for by the minimum manpower clause.
5. There shall be no re-pick for beats left vacant by special assignments.

**APPENDIX C****ADDITIONAL SIDE AGREEMENTS****NUMBER OF EMPLOYEES OFF**

Any other provision of the contract notwithstanding, the number of Patrol Persons in the manpower clause who may be off on personal leave, holidays and vacation shall not exceed, in the aggregate, six (6) per shift.

**ETHICS COMMISSION**

Members of the bargaining unit shall be subject to investigation and hearings by the Chief of Police and the Board of Police Commissioners for violation of ethical standards, and not subject to investigation or discipline by the Ethics Committee.

**INTERNAL AFFAIRS AND TRAINING ASSIGNMENTS**

1. The Union waives the hours, days off and the fifteen hours between shifts. Once the instructor or Internal Affairs officer is assigned to their special duties and an opening occurs on his regular shift, the job will be filled at time and one half pay.
2. For Officers going to training and school for the department, the Union also waives the hours, days off and the fifteen (15) hours between shifts.
3. There shall be no required advance notice for commencement or termination of an Internal Affairs assignment.
4. For training, the Union agrees that two weeks' notice need not be given if the training opportunity was not available that far in advance. However, an employee who receives less than two (2) weeks' notice to attend training and who has previously approved leave time shall not be mandated to attend on the day(s) of such approved leave.
5. Officers attending mandated and/or non-mandated training will be given compensatory time for "driving time" to and from school farther than 20 miles away from the border of West Haven. Training at POST in Meriden will not qualify for compensatory time under this section. This section applies to automotive travel time. No other travel time is compensatory (i.e.: train, bus, airplane). If an officer is required to leave for training on their scheduled day-off they shall be granted a day allowed for travel purposes.
6. Employees, while out of work due to job-related injury, shall be required to report to work for mandated training sessions as scheduled by the Department, provided they are not prohibited from attending such sessions for medical reasons.



#### ASSIGNMENTS OF COMMAND AND SUPERVISORY PERSONNEL

1. Shift Commanders will have full responsibility for the running of their shifts and will answer to the Captain of Patrol or, in that Captains absence, the Captain or other officer designated by the Chief of Police. When in the event that there are two Lieutenants on any given shift, the swing Lieutenant, regardless of seniority, will all under the command of the regular Shift Commander.
2. The Desk/Station Sergeant will notify all street supervisors and commanding officers of important messages and calls. Street sergeants on any given shift, upon reporting for duty shall conduct line-up and after obtaining appropriate orders and/or information proceed to street patrol and supervision of personnel, remaining in the street until desk sergeant is relieved for lunch.

#### SPLIT SHIFT HIRING

When hiring for beat work, after exhausting the cards, said job may be broken into 2 jobs, e.g. 12:00 a.m. to 4:00 a.m. and 4:00 a.m. to 8:00 a.m. and offered to the officers before ordering an officer through the shift. In addition, the current practice, of holding over an officer for approximately one hour and offering the job to an officer available for the remainder of the shift, shall continue.

#### BEAT JOBS

No officer shall be taken off of a beat job for the purpose of filling another beat job in lieu of another officer being ordered through. An officer working an outside special service job may voluntarily remove himself/herself from said job for the purpose of working a beat job in lieu of an officer being ordered through, provided that the job from which the person is coming off, does not itself have to be filled by ordering another officer.

#### PUBLIC SERVICE OFFICERS

Public Service Officers will be utilized for:

- Church traffic on Sunday.
- Halloween Patrol - reporting of incidents in designated patrol areas, will not use marked police vehicles and will not be dispatched from Headquarters.
- July 3<sup>rd</sup> - Fireworks - for perimeter control/information.
- Parades.
- Band Concerts - Council of the Arts.

- Walk-a-Thons - Except money guard.
- Bike-A-Thons.
- Municipal functions where no money is charged.
- Emergency - natural disasters, total mobilization. National emergencies.
- And any other duties mutually agreed upon between the Chief of Police and the Union Executive Board.
- Public Service Officers will not use marked police vehicles.

**APPENDIX D****SUBSTANCE ABUSE TESTING**

All employees shall be required, as a condition of continued employment, to participate in testing for controlled substances, including but not limited to drugs and alcohol, in accordance with this Appendix.

**SCREENING**

The administration of screening tests to detect the presence of drugs or alcohol in members of the Department will be performed in the following instances:

- 1) upon reasonable suspicion that a member is using or is under the influence of illegal drugs, is abusing legal drugs or alcohol, or is reporting for duty under the influence of drugs or alcohol;
- 2) with respect to drugs, on a random basis.

**TESTING BASED UPON REASONABLE SUSPICION**

A member-of the Department may be required to undergo testing based on "reasonable suspicion" when objective facts and observations are brought to the attention of a superior officer and, based upon the reliability and weight of such information, the superior officer can reasonably infer or suspect that the member is using illegal drugs, is abusing legal drugs or alcohol, or is reporting for duty under the influence of drugs or alcohol. Reasonable suspicion must be supported by specific facts which may include, but are not limited to: reports and observations of the member's drug related activities, such as purchase, sale or possession of drugs, associations with known drug dealers or users, observations of the member at known drug or drug related locations; an otherwise unexplained change in the member's behavior or work performance; an observed impairment of the member's ability to perform his or her duties.

A superior officer shall report the basis for his/her reasonable suspicion to the Chief of Police or his/her designee. The Chief shall decide whether to direct the member to testing. Prior to so deciding, the Chief or his/designee may meet with the member. If such a meeting is held, the member may request Union representation. However, the meeting shall not be delayed for the purpose of having a representative of the member's choice.

If the employee is ordered to submit to a drug and/or alcohol test, the employee shall be given a brief verbal statement of the basis for reasonable suspicion. A verbal directive to submit to a drug and/or alcohol test shall be confirmed in writing within twenty-four (24) hours, but the testing shall not be delayed pending issuance of such written directive.



Prior to implementation of any testing based on reasonable suspicion, the City shall provide training for Sergeants, Lieutenants, Captains and Chiefs on the appropriate basis for methods for determining reasonable suspicion of drug and/or alcohol use.

#### RANDOM TESTING

The Chief of Police or his/her designee (which may be an outside testing agency) shall be responsible for administration of a random selection system. Not more than twenty-five (25) employees shall be selected in each random drawing. The random selection of a member will not result in that member's name being removed from any future selection process. Any member randomly selected will be ordered to report during the first available tour of duty.

Members selected for testing must appear unless they are on previously approved or scheduled leave. Those missing a scheduled test due to previously approved or scheduled leave will be rescheduled for testing as soon as possible.

A request for use of any leave or compensatory time off shall not be granted if the employee has, at the time of such request, already been directed to submit to random testing as provided above. A member who calls in sick after notification of the assigned test date will be required to report for the test unless a physician directs that he is unable to do so.

#### REFUSAL TO SUBMIT

The refusal by a member of the Department to submit to a drug or alcohol screening test pursuant to the provisions of this Appendix will result in the member's immediate suspension without pay (for the maximum number of days permitted by current contract and regulations) and subsequent action for dismissal from the Department.

#### TESTING PROCEDURES

1. The member shall provide a urine sample for purposes of testing for drugs or controlled substances other than alcohol: The employee shall provide a sufficient amount of the sample to allow for initial screening, a confirmatory test, and for later testing if requested by the employee.
2. If the employee is ordered to submit to testing for alcohol, the employee shall submit to a breathalyzer test to be administered by an officer designated by the Police Chief or Assistant Chief. If the initial breathalyzer tests positive for the presence of alcohol, a confirming test shall be by one of the following methods, at the option of the Chief or his designee:
  - a) a second breathalyzer test; or
  - b) a blood or urine test, whichever the employee elects.

3. Initial drug screening will be done by Enzyme Multiple Immunoassay Testing (EMIT). No sample will be further tested upon a negative screening for controlled substances, including marijuana. After the negative screening, the second sample will be destroyed.
4. Each member of the Department being tested on the basis of reasonable suspicion may consult with and be accompanied by a representative of the Union. The Union representative may confer with and advise the member before and after the testing process, but shall not participate in the process in any way, except as an observer. The testing process will not be delayed because the Union representative is unable to be present.
5. During the testing process, the member shall cooperate with requests for information concerning use of medications, and with other requirements of the testing process such as acknowledgment of giving of a urine or blood specimen.
6. The integrity of the testing process will be maintained with the utmost consideration for the privacy of the person being tested. Only one person, of the same sex as the person being tested, may be present during the collection of a urine specimen. If the necessary precautions to ensure legitimacy of the sample can be arranged without undue cost, an observer will not be required.
7. Prior to testing for thugs, two separate containers, supplied by the laboratory conducting the testing, shall be prepared for each member being tested. Each container shall a code number and the date of collection. The code numbers shall be recorded, together with the member's name and signature. Two (2) specimens will be taken at the time of collection and shall be sealed in the presence of the member being tested. The first specimen shall be used for the initial screening and confirmatory test. The second specimen shall be preserved so that if the employee tests positive, the second specimen may be used for retesting in accordance with paragraph 11 below.
8. The laboratory supervising the test shall ensure that the appropriate chain of custody is maintained in order to verify the identity of each sample being tested.
9. Each and every positive EMIT test will be confirmed using a Gas Chromatography - Mass Spectrometry test. Only if confirmed will a test result in a positive report.
10. Drug testing or blood alcohol testing will be performed by a laboratory licensed or certified by the Connecticut Department of Health Services.
11. Any member whose drug or alcohol test results in a positive report may, within five (5) days of receiving notification of such result, request in writing to the Director of Personnel that the second sample be made available for retesting at a licensed or certified laboratory of the member's choosing. The second specimen taken from the employee under paragraph 7 above shall be used for the retesting. This specimen shall be delivered to a licensed or certified laboratory designated by the employee in such manner as to assure the chain of custody. The



employee shall pay for the second testing; provided, however, that should such test result in a negative report, the employee shall be reimbursed by the Department.

#### RESULTS OF DRUG SCREENING TESTS

Members of the Department will be notified of the results of all screening tests at the earliest appropriate time (to be determined by particular facts and circumstances). Those test results which do not indicate the presence of a drug or alcohol will be sealed and there will be no indication of testing in the member's personnel file.

#### POSITIVE TEST RESULTS

Any test resulting in a positive report will be referred to the Police Chief for a complete investigation. Upon completion of such investigation, if it is found that a member has used any drug which has not been legally prescribed and/or dispensed, or has abused a legally prescribed drug or has reported for duty under the influence of drugs or alcohol, a report of such shall be prepared. Upon service, the member against whom such report has been made shall receive a copy of the laboratory test results, and will be immediately suspended from duty with pay or, at the Chief's discretion, reassigned, pending disciplinary action. The employee shall be subject to disciplinary action which may include discharge, except as provided in the section below concerning rehabilitation. During the suspension with pay pending disciplinary action, the employee shall not be allowed to cash in any vacation, holiday or personal leave benefits. If the employee is discharged, the employee shall forfeit accrued vacation, holiday and personal leave pay. (If the employee is not discharged, the employee's carryover date shall be extended so that the time is not forfeited because of the date of the disciplinary action.)

The consequences of a positive test shall be as follows:

1. For use of an illegal drug - discharge.
2. For abuse of a legally prescribed drug - one opportunity for rehabilitation, as provided below, then discharge.
3. For alcohol (at the level of .05 or above) - one opportunity for rehabilitation as provided below, then discharge.

#### OPPORTUNITY FOR REHABILITATION

The opportunity for rehabilitation (rather than discipline) shall be granted once for any officer who is not involved in any drug/alcohol related criminal activity and either:

- (a) voluntarily admits to alcohol or legally prescribed drug abuse prior to testing, or
- (b) tests positive for alcohol or abuse of legally prescribed drugs for the first time.



Any member who voluntarily admits to the Chief of Police his/her use of or dependence upon legal drugs or alcohol shall be afforded the opportunity to participate in a mutually acceptable rehabilitation program. The first time a member is found to have abused legally prescribed drugs or tests positive for alcohol in the course of random testing, he/she shall have the same opportunity for rehabilitation as does a member who voluntarily seeks rehabilitation. The opportunity for rehabilitation will only be provided prior to any allegation of impropriety by the public or another member or prior to initiation of an investigation of the member's use or sale of a controlled substance by any competent state or federal authority.

The member shall use accumulated sick or vacation leave for the period of absence for the purpose of obtaining treatment. All treatment will be at the sole expense of the member, to the extent not covered by the member's health benefits plan.

As part of any rehabilitation program, the member may be required to undergo periodic screening for drugs or alcohol. If, after screening the member has tested positive, he will be immediately suspended and will be subject to discharge.

#### ADMINISTRATIVE PROVISIONS

1. Time spent by an employee undergoing tests required by this Agreement shall be compensated at his/her regular hourly rate of pay for time spent in testing.
2. Any alteration, switching, substituting or tampering with a sample or test given under this Agreement by any employee shall be grounds for immediate suspension with pay or, at the Chief's discretion, reassignment, and subsequent disciplinary action which may include dismissal from the Department. During the suspension with pay pending disciplinary action, the employee shall not be allowed to cash in any vacation, holiday or personal leave benefits. If the employee is discharged, the employee shall forfeit accrued vacation, holiday and personal leave pay. (If the employee is not discharged, the employee's carryover date shall be extended so that the time is not forfeited because of the date of the disciplinary action.)
3. All files concerning drug testing shall be deemed medical files, maintained as confidential by the City. The only information concerning testing which shall be disclosable is the A positive test result(s) used as the basis for disciplinary action.
4. The City shall make every effort to have the testing service perform testing for Police Department employees on site.

APPENDIX E



**Century Preferred**

West Haven Police  
001706-338

Century Preferred is a preferred provider organization (PPO) plan.

COST SHARE PROVISIONS	In-Network Member pays:	Out-of-Network Member pays:
Office Visit (OV) Copayment	\$30 per visit	Deductible & Coinsurance
Specialist (SV) Copayment	\$40 per visit	Deductible & Coinsurance
Hospital (HSP) Copayment	\$500	Deductible & Coinsurance
Urgent Care (UR) Copayment	\$75	Not Covered
Emergency Room (ER) Copayment – waived if admitted	\$200	\$200
Outpatient Surgery (OS) Copayment	\$200	Deductible & Coinsurance
Annual Deductible (individual/2-member family/3+ member family)	Not applicable	\$300/600/900
Coinurance		20% after deductible up to
Coinurance Maximum (individual/2-member family/3+ member family)		600/1200/1800
Cost Share Maximum (individual/2-member family/3+ member family)		\$900/1800/2700
Lifetime Maximum	Unlimited	Unlimited
PREVENTIVE CARE		
Well child care	No Charge	Deductible & Coinsurance
Periodic, routine health examinations	No Charge	
Routine eye exams	No Charge	
Routine OB/GYN visits	No Charge	
Mammography	No Charge	
Hearing screening	No Charge	
*Hearing exams will take a copay when they are done by a provider other than your primary care physician		
MEDICAL CARE		
Office visits with PCP	OV Copayment	Deductible & Coinsurance
Office visits with Specialist	SV Copayment	
Outpatient Mental Health & Substance Abuse – prior authorization required	OV Copayment	
OB/GYN care	SV Copayment	
Maternity care – initial visit subject to copayment, no charge thereafter	OV Copayment	
Diagnostic Lab, X-ray and Testing	No charge	
High-Cost Outpatient Diagnostic	No charge	
Allergy Services	SV Copayment No Copayment	
Office visits/testing		
Injections—80 visits in 3 years		
HOSPITAL CARE – Prior authorization required		
Semi-private room (General/Medical/Surgical/Maternity)	HSP Copayment	Deductible & Coinsurance
Inpatient Mental Health & Substance Abuse	HSP Copayment	
Skilled nursing facility – up to 120 days per calendar year	HSP Copayment	
Rehabilitative services – up to 60 days per person per calendar year	No charge	
Outpatient surgery – in a hospital or surgi-center	OS Copayment	
EMERGENCY CARE		
Walk-in centers	OV Copayment	Deductible & Coinsurance
Urgent care – at participating centers only	UR Copayment	Not covered
Emergency care – copayment waived if admitted	ER Copayment	ER Copayment
Ambulance	No charge	No charge

# OTHER HEALTH CARE

Outpatient rehabilitative services \$0 per member per calendar year for PT, OT, ST and CHERO -Excess covered as out of network	OV Copayment	Deductible & Coinsurance
Durable medical equipment / Prosthetic Devices \$100 deductible Unlimited maximum per member calendar year	\$100 Deductible	Deductible & Coinsurance
Infertility Services (diagnosis and treatment)	Applicable Copayment	Deductible & Coinsurance
Home Health Care	No charge	\$50 Deductible & 20 % Coinsurance

# PREVENTIVE CARE SCHEDULES

<b>Well Child Care (including immunizations)</b> 7 exams birth to one 7 exams 1 to 5 1 exam every year 5-22 1 exam every year 22+
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<b>Adult Exams</b> 1 exam every year 22+
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<b>Mammography</b> ♦ 1 baseline screening, ages 35-39 ♦ 1 screening per year, ages 40+ ♦ Additional exams when medically necessary
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<b>Vision Exams:</b> 1 exam every calendar year
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<b>Hearing Exams:</b> 1 exam every 2 calendar years
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<b>OB/GYN Exams:</b> 1 exam per calendar year
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# Notes To Benefit Descriptions

- ♦ In situations where the member is responsible for obtaining the necessary prior authorization and fails to do so, benefits may be reduced or denied.
- ♦ Inpatient Hospital Per Admission Copay is waived if readmitted within 30 days for same diagnosis
- ♦ Skilled Nursing Facility Copay is waived if admitted within 3 days of hospital discharge.
- ♦ Home Health Care services are covered when in lieu of hospitalization. Includes infusion (IV) therapy.
- ♦ Members must utilize participating Blue Quality Centers for Transplant hospitals to receive benefits for Human Organ & Tissue Transplant services. This network of the finest medical transplant programs in the nation is available to members who are candidates for an organ or bone marrow transplant. A nurse consultant trained in case management is dedicated to managing members who require organ and/or tissue transplants. Covered services are subject to a lifetime maximum of unlimited. Members are responsible for the balance of charges billed by out-of-network provider; after payment for covered services has been made by Anthem Blue Cross and Blue Shield according to the Comprehensive Schedule of Professional Services.

Please refer to the [SpecialOffers@Anthem](#) brochure in your enrollment kit for information on the discounts we offer on health-related products and services.

*This does not constitute your health plan or insurance policy. It is only a general description of the plan. The following are examples of services NOT covered by your Century Preferred Plan. Please refer to your Subscriber Agreement/Certificate of Coverage/Summary Booklet for more details: Cosmetic surgeries and services; custodial care; genetic testing; hearing aids; refractive eye surgery; services and supplies related to, as well as the performance of, sex change operations; surgical and non-surgical services related to TMJ syndrome; travel expenses; vision therapy; services rendered prior to your contract effective date or rendered after your contract termination date; and workers' compensation.*

A product of Anthem Blue Cross and Blue Shield serving residents and businesses in the State of Connecticut.



### **Generic Substitution**

- When a generic equivalent is available and you obtain a preferred or non-preferred brand-name drug, you will be responsible for the Tier 1 copayment *plus* the difference in cost between the generic and brand-name drug. This provision applies unless your provider obtains Prior Authorization. When Prior Authorization is obtained (at the discretion of Anthem Blue Cross and Blue Shield), you will be responsible only for the applicable Tier copayment.
- Prior authorization may be required for certain Prescription Drugs (or the prescribed quantity of a particular Drug). Prior authorization helps promote appropriate utilization and enforcement of guidelines for Prescription Drug benefit coverage. The PBM uses pre-approved criteria, developed by our Pharmacy and Therapeutics Committee, which is reviewed and adopted by us.
- Step therapy may be required for certain Prescription Drugs. Step therapy refers to the process in which you may be required to use one type of medication before benefits are available for another.

### **Voluntary Mail-Service Program**

Anthem Rx, our voluntary mail-service drug program, can save you time and expense if you regularly take one or more types of maintenance drugs. You can order up to a 90-day supply of these medications and have them delivered directly to your home.

Two mail-service copayments will apply as follows: \$10 Generic/\$40 Listed Brand/\$70 Non-Listed Brand

### **National Pharmacy Network**

Members also have access to a network of more than 64,000 retail pharmacies throughout the country. Members may call 1-888-207-4214, to locate a participating pharmacy when traveling outside the state.

### **Non-Participating Pharmacies**

Members who fill prescriptions at a non-participating pharmacy are responsible for payment at the time the prescription is filled. Members must submit claims to Anthem Blue Cross and Blue Shield for reimbursement, and payment will be sent to the member. Members who use non-participating pharmacies will pay 20% of the in-network allowance, plus the difference between Anthem Blue Cross and Blue Shield's payment and the pharmacist's actual charge.

### **Limits and Exclusions**

Benefits are limited to no more than a 30-day supply for covered drugs purchased at a retail pharmacy, and no more than a 90-day supply for covered drugs purchased by mail service. All prescriptions are subject to the quantity limitations imposed by state and federal statutes.

Benefits for prescription birth control and Sexual Dysfunction medications are optional for groups such as yours. Check with your benefits administrator to find out whether or not you have such benefits.

*This is not a legal contract. It is only a general description of the Managed Rx, 3 Tier version. Please consult the Evidence of Coverage or prescription drug rider for a complete description of benefits and exclusions applicable to your coverage.*

**SIGNATURES**

IN WITNESS WHEREOF, the parties have caused their names to be signed this \_\_\_\_ day of November, 2015.

CITY OF WEST HAVEN

WEST HAVEN POLICE LOCAL #895,  
UPSEU

By: \_\_\_\_\_  
Edward M. O'Brien  
Mayor

By: \_\_\_\_\_  
Walter S. Casey  
President

By: \_\_\_\_\_  
John Karajanis  
Chief of Police

By: \_\_\_\_\_  
Ron Suraci  
Regional Director

By: \_\_\_\_\_  
Beth A. Sabo  
Director of Personnel &  
Labor Relations

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_