

STATE OF CONNECTICUT  
MUNICIPAL ACCOUNTABILITY REVIEW BOARD (MARB)

MEETING NOTICE AND AGENDA  
West Haven Subcommittee of the MARB

**Meeting Date and Time:** Tuesday, December 17, 2019 10:00 AM – 12:00 AM

**Meeting Location:** Conference Room 1011, First Floor, 55 Farmington Ave., Hartford, CT

**Agenda**

- I. Call to Order & Opening Remarks
- II. Approval of minutes: November 19, 2019
- III. Presentation and Discussion: Report from HR Consulting Group
- IV. Update: FY 2019 Audit process
- V. Update: FY 2018 Audit findings and corrective action plan
- VI. Review, Discussion and Possible Action: ERS Unit, IAFF Local 5127 Tentative Agreement
- VII. Update: Partnership Transition
- VIII. Update: Fire Districts
- IX. Update: 5-Year Plan
- X. Adjourn

**DRAFT  
STATE OF CONNECTICUT**

**MUNICIPAL ACCOUNTABILITY REVIEW BOARD (MARB)  
WEST HAVEN SUBCOMMITTEE**

**REGULAR MEETING MINUTES**

**Meeting Date and Time:** Tuesday, November 19, 2019 10:00 AM –12:00 PM

**Meeting Location:** Board of Regents Conference Room, 61 Woodland St, Hartford, CT

**Subcommittee Members in Attendance:** OPM Secretary Melissa McCaw, State Treasurer Designee Christine Shaw (Assistant State Treasurer), Stephen Falcigno, and Scott Jackson,

**Other MARB Members in Attendance:** Robert White

**Municipal and State Staff and Others Present:** West Haven Mayor Nancy Rossi and staff, Michael Milone (OPM liaison), OPM Staff - Kimberly Kennison (Executive Finance Officer), Michael Walsh, Julian Freund, Gareth Bye, and Bill Plummer

**I. Call to Order & Opening Remarks**

The Meeting was called to order by Secretary McCaw at 10:08 a.m. She introduced Christine Shaw, the State Treasurer’s designee for the MARB. Secretary McCaw congratulated Mayor Rossi for her recent re-election as the City of West Haven’s Mayor.

**II. Approval of minutes: October 15, 2019**

The minutes were unanimously approved with one change to indicate that Gareth Bye from OPM was in attendance at the October 15<sup>th</sup> meeting. There was one abstention.

**III. Presentation and Discussion: HR Report**

Mayor Rossi provided an abbreviation of her correspondence that she had transmitted to OPM in February of 2019, in regard to the human resource functions of the City including a sequence of events she believes should occur before any actions were to be taken to resolve issues in the human resources area.

Representatives from Human Resource Consulting Group introduced themselves to the Board and indicated they were presenting the findings of their recent study of the City’s human resources functions, including benefits and administration. Handouts were provided to Board members and the representatives provided an in-depth review to the Board on the study including the methodology, the types of data reviewed, and a description of the interviews held with West Haven staff.

A summary of the major findings was then described along with recommendations as to correcting the findings. The findings and recommendations generated a number of questions on the part of Board members for which representatives of the Consulting Group were able to answer and provide more details on. The City will prepare an action plan that addresses the major issues raised in the report. Secretary McCaw noted that restructuring funds may have a role in process improvement

efforts and measures to develop capacity in the human resource function. The presentation on the findings related to the Board of Education human resources functions, which was also part of the study, was deferred until a future subcommittee meeting.

#### **IV. Discussion: Fire Districts**

Michael Walsh from OPM who was one of the authors of the Fire Study prior to joining OPM provided a recap of the Study.

Mr. Walsh referenced the handout being provided to Board members of the summary of the Fire District Study including the key findings and recommendations. His former firm was engaged to conduct a study of the 3 fire districts in late 2018/early 2019. He believes looking at the district issues in proportion, 90% were financially related and 10% was operationally related. He summarized some of the key financial data for the 3 districts including their fund balances, and pension and OPEB unfunded obligations. He outlined several goals that the districts should strive for including corrections to audit findings identified in the districts' latest audit reports. A discussion ensued among Board members as to the possible future structure of the districts and methods to ensure the future sustainability of their respective pension plans. Mr. Walsh noted that education will be an important component of bringing financial stability to the districts. The district commissioners will need to embrace the need for change and the public will need to be made aware of the severity of the situation.

#### **V. Discussion: Partnership Transition**

Prior to the discussion, Secretary McCaw indicated that she would be turning over the remainder of today's meeting to OPM's designee, Kimberly Kennison, and Ms. Shaw, as Secretary McCaw would need to attend to other State matters.

Mr. Milone updated Board members on the status of the transition of the City to the Partnership Plan since the Board last met. The active employees of City labor groups are on schedule for transition to the Partnership plan by January 1. With regard to the under-65 retirees, Mr. Milone indicated that it may be advantageous to transition those retirees as well in July. He is revisiting the financial projections with regard to that group.

Neil Cavallaro, Superintendent of the West Haven School System, introduced himself and his staff as well as representatives from Lockton, the City and Board of Education's health insurance broker. He indicated that based upon information received to date, he is more comfortable with the Board of Education staying with the high deductible plan being administered by Anthem vs. moving to the State Partnership plan at this time. A number of questions were posed by Board members to the Board of Education and Lockton representatives. Lockton representatives provided a summary of how the rates have been developed in the past and indicated that Lockton anticipated updated information from Anthem within the near future which would assist Lockton in providing updated rate estimates to West Haven Board of Education.

Board members agreed that if the Anthem information could be provided in the near term for Lockton to provide updated rate estimates, that the Board would wait until that information was provided.

#### **VI. Adjourn**

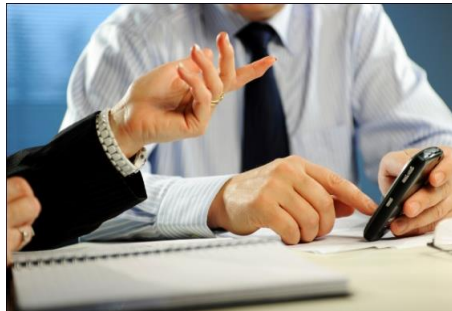
Meeting adjourned at 12:42 p.m.

# **HR Audit Overview of Findings as presented to the Municipal Accountability Review Board**



- Introduction of HRCG
- Areas of Focus
- Methodology
- Responsibilities
- Key Findings & Recommendations
- Closing Remarks & Next Steps

# Who We Are



- **Experienced** HR & Payroll Team: 30+ years of experience
- We build and maintain **relationships**, not client lists
- **Centralized, custom** support for small & mid-size companies across multiple industries
- Clients and employees **Maine to California**
- **High-touch** service model and reputation for outstanding performance
- Seasoned professionals with strong expertise, SPHR/SCP certifications and/or Master's Degrees with experience across all industries and municipalities
- Provide **neutral, objective** third-party HR function

# A Few of Our Clients...



The Center for Family Justice  
*Strengthening Families. Preventing Abuse.*



West  
Hartford



Housing  
Authority



Town of  
*Southbury*  
Connecticut



OXFORD  
CONNECTICUT

**hall neighborhood house**

The **Alliance**  
Voice of Community Nonprofits



BOYS & GIRLS CLUBS  
OF THE LOWER NAUGATUCK VALLEY



# Areas of Focus

- HR Policies, Procedures and Processes
- Performance Management and Salary Administration
- Management Training and Development
- HR Administrative staff levels and functions
- Employment related risk management
- Opportunities for and utilization of automation in HR and Payroll systems
- Record Keeping and Compliance
- Metrics: productivity of the HR department, fiscal management, internal service, and quality of outputs



- Interviews with 27 key stakeholders. A questionnaire was utilized to facilitate the conversation, ensure consistency and document responses
- Review and audit of a cross section of personnel files
- Review and audit of a cross section of Form I-9
- Review of supporting documentation (benefit summaries, policies, handbook, CBA, etc.)
- Audit of the employee bulletin boards to ensure compliance with applicable labor laws and required postings

- Provide prompt response to client communication
- Meet with Staff in the following areas:
  - HR & Benefits Administration, Payroll/Finance and Department Heads
- Review of HR related forms and documents including but not limited to the following:
  - City Charter
  - Collective Bargaining Agreements
  - Pre-Employment Paperwork
  - Benefit Enrollment Forms/Plan Documents
  - COBRA forms
  - Separation Forms
  - Worker Compensation Incident Reports
  - Policies/Procedures/Handbooks
  - Form I-9 Sample
  - Post-Employment Paperwork
  - Performance Appraisal Forms
  - Leave Requests and Related Response
  - OSHA Reports
  - Job Descriptions and Job Postings
  - Personnel Files/Folders - Sample
  - Interview Files/Folders
  - Employee Licenses

- Review payroll related forms and documents including but not limited to the following:
  - Time and Attendance Reporting
  - Payroll Reports, Payroll Change Forms
  - Two (2) complete payroll cycles and related documentation
  - Any forms received by other departments and processed by payroll
  
- Present findings

## Major Findings

- Inadequate EEO/AA statement
- Employment application is not compliant
- No Applicant Tracking System
- Lack of Offer Letters
- Voluntary Disclosure EEO-1 form

## Minor Findings

- Time to fill is significant
- Consider use of e-verify

## Major Findings

- FLSA Misclassifications
- Director of Public Health is in same union as subordinates
- “Pay as you Go” payouts at termination
- Benefit Administration issues and no dedicated Benefit Coordinator

## Major Findings

- No full-time Risk Manager for the City or BOE
- Minutes from the Safety Committee were not available at time of request

## Major Findings

- Lack of formal consistent HR operating processes
- Employment Eligibility Verification (USCIS Form I-9) – incomplete, blank, lack of signatures
- Personnel files contain PHI and other confidential data that should not be included
- No metrics (KPI's) new hires, termination, turnover, tenure, turnover by tenure, etc.
- Under utilization of MUNIS
- Manual paper processes – use of cards to track information
- Limited reporting capabilities

## Major Findings

- MUNIS Training is inadequate
- Performance Management is not consistently done
- No Formal Succession Plan
- Funding for training



## Major Findings

- PPI Violation
- Labor intensive processes
- Two Separate IDs for Police Officers and ERS causes tax calculation issues and over payment of Social Security
- Ineffective processing of Time Worked due to manual systems (DPW)
- Increased cost and time constraints of weekly payroll
- Error in calculating time
- DPW removing lunch and paying for time not worked
- Limited understanding of NovaTime
- “Shift switching” at ERS
- Inconsistent use of NovaTime for accruals
- Inconsistent communication for LOA and WC leave
- Lack of agile reporting

## Minor Findings

- No check lists or payroll notes
- No Payroll Procedure Manual
- Inconsistent Payroll processes (vacation buyback and schedules)
- Inconsistency with Health Department punching
- Slow communication of Union Contract changes
- Lack of ongoing education (i.e. tax changes)

- Unionized workforce
- High degree of longevity
- Employees concerned about current financial conditions
- Culture described as relaxed and informal
- Morale is low due to instability and uncertainty of current issues
- Workforce finds difficulty in moving forward
- “We’ve always done it this way”

## Major findings

- Paper driven environment
- No initiative to implement or utilize systems
- No initiative for ongoing HR training
- Personnel department employees have significant longevity
- Task driven rather than strategically focused
- Needs to be more proactive in building the desired culture
- Personnel department cannot act independently
- No Benefits Coordinator

# Recommendations

- Rename Human Resources to Community Services in order to clarify the difference in the functions
- Implementation of adequate technology (which encompasses process improvement in TLM and Payroll) is critical to support current headcount and effectively utilize labor
- Conduct a complete Form I-9 Audit
- Analyze FLSA exemptions for accuracy and make corrections as needed
- Additional support (2 FTEs) around benefits and risk management is needed
- Consider outsourcing Payroll, HR and Benefits Administration
- Correct/minimize “Major Findings”

**Thank you for your time!**



# HR Audit Results Board of Education



## Major Findings

- Employment applications are not compliant
- DCF-3031 Form is outdated
- Use of Applicant Disclosure Statement is not in accordance with PA 16-67
- Voluntary EEO-1 self disclosure
- Use of databases for Applicant Tracking
- Consider use of e-verify



## Major Findings

- Bifurcated Benefits Administration
- No electronic tracking of time accruals
- All BOE employees are paid as salaried

## Major Findings

- No full-time Risk Manager for the BOE or City

## Major Findings

- No Succession Plan
- Lack of cross training
- Under utilization of MUNIS

## Major Findings

- Limited Performance Management
- No Formal Succession Plan
- MUNIS training
- Personnel Department training

- Implementation of adequate technology (which encompasses process improvement in TLM and Payroll) is critical to support current headcount and effectively utilize labor
- Correct/minimize “Major Findings”

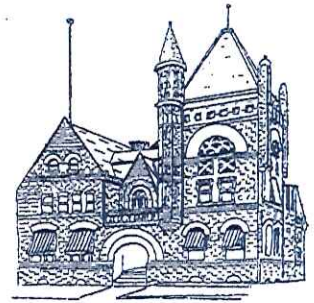
**Thank you for your time!**





## Office of the Mayor

City of West Haven  
355 Main Street  
West Haven, Connecticut 06516



City Hall  
1896-1968

**Nancy R. Rossi**  
*Mayor*

December 12, 2019

State of Connecticut, Office of Policy and Management  
Municipal Accountability Review Board (MARB)  
450 Capitol Avenue  
Hartford, CT 06106

Re: Human Resource Consulting Group Report – City's Action Plan

Dear Municipal Accountability Review Board (MARB) Members,

At the MARB subcommittee meeting on November 19, 2019, The Human Resource Consulting Group (HRCG) provided you with a comprehensive report that identified problems in the City's Human Resources (Personnel/Benefits Administration) function. This consulting engagement was shared by the City and Board of Education as we have been collaborating on efforts to achieve efficiencies and savings in this area, some of which might result in a consolidation of services.

I stated to the MARB in various letters that among the City's means to achieve efficiency, cost savings, and revenue enhancements, the human resources function has been my highest priority. And this comprehensive and instructive report is the blueprint that I followed in developing this "plan of action" to advance the recommendation of this report.

The HRCG overview of findings identified six major areas of deficiencies: hiring and employment; compensation and benefits; workers' compensation; human resource administration; staff development and payroll administration.

These categories of salaries and fringe benefits comprise approximately \$44.3M or about 82.0% of the general government operating budget, less debt service, and approximately \$69.8M or 77.6% of the Education operating budget. Since these two categories represent the vast majority of the budget and since our ultimate goal in West Haven is to establish a financially sustainable budget and government, the key to success of this effort will be how effectively and prudently we manage our personnel and benefits functions.

Our immediate areas of focus will be on benefits administration and coordination, and payroll administration.

Due to the significant financial responsibility associated with benefits administration, the complexity of managing this function, combined with an understaffed personnel department and a lack of in-house expertise in this area, I (along with City and Education executive staff collaborating on this project) will proceed to outsource this function. We feel that is the most expedient, comprehensive and cost-effective way to address the myriad of problems in this area. Working with the Education department, we intend to consolidate this function to serve our respective needs.

We hope to have a benefits administration consulting firm hired within the next two months, depending upon the contractual engagement process prescribed by our Corporation Counsel.

Additionally, the City and BOE are proceeding to outsource most of the elements of payroll administration to a third-party consultant. While it is expected that the entirety of the benefits administration will be outsourced, the consulting services for payroll administration will supplement the in-house staff, who will be needed to maintain the ministerial elements of payroll.

School Superintendent Cavallaro is anticipating by the end of this year he will have one to two retirements of staff who perform some or most of this function. Consequently, there is an added urgency associated with addressing the payroll problems due to this likely void in personnel. Corporation Counsel, Lee Tiernan, is advising us as to how we can proceed in this consultant search. Some matters have already been addressed by the city staff.

The problems that HRCG identified in the area of hiring and employment will be addressed by the consultant the City and BOE will select to ensure that all required hiring documents and staff employment forms are part of an established system, are compliant with all regulatory requirements and are incorporated into an automated applicant/employment history tracking system.

Supplementing this functional need, the consultant hired by the City and BOE will work with the City and BOE to conduct a complete personnel file review with respective staff. The consultant hired by the City and BOE will train the staff on best practices and compliant personnel file administration and assist with the remediation process. Additionally, the consultant hired by the City and BOE will draft a "best practice job description template" such that each employee has a copy of their updated job description which includes the essential functions. It will also include the physical/mental demands for the position description so that expectations are clearly communicated.

The addition of the physical/mental demands for the position have never before been articulated and is the critical element in establishing an alternate duty "return to work" program for injured employees who are absent from work while on workers' compensation. It is a proven fact that this type of a "return to work" policy is an integral part of getting injured employees back to some form of limited work. It accelerates their return to full duty, keeps them engaged and involved in



the work force during recovery, and can greatly reduce the workers' compensation expenses. This "return to work" program is something that we have begun to address.

The items listed above that do not necessitate review and consideration for a possible RFP or RFQ solicitation (benefits administration and payroll administration) will be implemented as soon as possible and prioritized based on the recommendation of our consultant.

The Human Resource Consulting Group report also identified various personnel issues that have impacted the City for a number of years and have been a contributing factor to the City's current financial and operational problems. Some of which are:

- 1) Low morale due to the instability and uncertainty of the City's finances and how it affects the City employees' personal finances, as well as their positions and benefits.
- 2) A task driven, reactive work force rather than a strategically proactive work force.
- 3) A mindset and culture of "we've always done it this way" which makes it very difficult to advance our work force.
- 4) Lack of quality systems with necessary training for accessing data re: employment.
- 5) Lack of a centralized Human Resource/Benefit function.

I recognize our staff resources will be integral to the City's efforts to achieve the numerous initiatives discussed and planned with MARB, as well as many others yet to evolve. This level of staff performance can only be achieved through a program to change the organizational culture which I will be pursuing with the assistance of my senior staff, participation from our OPM Liaison, and the continuing guidance and advice of the consultant hired by the City and BOE.

We are encouraged the City and BOE will be able to enjoy positive results by pursuing these changes.

As with all of our key initiatives, I will regularly update the MARB on the status of progress of the various components of this plan.

Sincerely,



Nancy R. Rossi  
Mayor



# DEPARTMENT OF PERSONNEL

City of West Haven  
355 Main Street  
West Haven, CT 06516  
(203) 937-3558



City Hall  
1896 - 1968

**Nancy R. Rossi**  
Mayor

**Beth A. Sabo**  
Director of Personnel & Labor Relations  
Commissioner of Human Resources

December 12, 2019

Mr. Julian Freund  
State of Connecticut  
Office of Policy and Management  
Finance Division  
450 Capitol Ave.  
Hartford, CT 06106

Dear Mr. Freund:

Please find enclosed a copy of the signed Tentative Agreement for the West Haven 911 Dispatchers International Association of Fire Fighters & UPPFA of CT, Local #5127, to extend their present contract to expire on June 30, 2023. I will requesting that West Haven City Council and the Municipal Accounting Review Board review the proposed changes. Please be advised that the Council and MARB have forty-four days to act, from the date the Union and City signed the Tentative Agreement (December 11, 2019).

Thank you.

Sincerely,

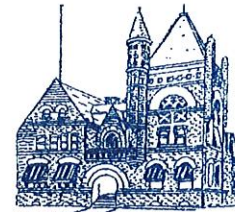
Beth A. Sabo  
Director of Personnel/ Labor Relations

Cc: Mayor Rossi  
L. Tiernan, Corporation Counsel  
R. Quagliani, Chairman  
E. Nolan, Local #5127  
File ✓



# DEPARTMENT OF PERSONNEL

City of West Haven  
355 Main Street  
West Haven, CT 06516  
(203) 937-3558



City Hall  
1896 - 1968

**Nancy R. Rossi**  
Mayor

December 12, 2019

**Beth A. Sabo**  
Director of Personnel & Labor Relations  
Commissioner of Human Resources

Mr. Ronald Quagliani, Chairman  
West Haven City Council  
355 Main Street  
West Haven, CT 06516

Dear Chairman Quagliani:

Please find enclosed a copy of the signed Tentative Agreement for the West Haven 911 Dispatchers International Association of Fire Fighters & UPPFA of CT, Local #5127 to extend their present contract to expire on June 30, 2023. I have enclosed copies of the existing contract along with the summary of proposed changes for the City Council review. Please be advised that the council has forty-four days to act, from the date the Union signed the agreement (December 11, 2019).

I am requesting that this Tentative Agreement appear on the January 13, 2020, City Council Agenda. Please be advised that Mr. Christopher Hodgson (city's labor attorney), Lee Tiernan and I will be present at the meeting to answer questions. Thank you for your kindness.

Sincerely,

Beth A. Sabo  
Director of Personnel/ Labor Relations

Cc: Mayor Rossi  
L. Tiernan  
C. Hodgson  
M. Di Massa  
E. Nolan, Local #5127

File ✓



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Matthew D. Glennon  
Rebecca E. Goldberg  
John Y. Khalil  
Kyle G. Roseman  
Justin Stanko  
Matthew L. Studer  
Tyler I. Williams

■ - Also Admitted in CA  
◇ - Also Admitted in IL  
▶ - Also Admitted in MA  
· - Also Admitted in NJ  
◆ - Also Admitted in NY  
\* - Also Admitted in PA

PLEASE REPLY TO  
MILFORD OFFICE

December 6, 2019

Via Email: BethS@westhaven-ct.gov

Beth Sabo  
City of West Haven  
355 Main Street  
West Haven, CT 06516

Re: ERS Collective Bargaining Agreement Extension

Dear Ms. Sabo:

This will confirm that ERS Unit, IAFF Local 5127, ratified the attached Tentative Agreement on December 5, 2019. I am requesting that the City Council ratify it as well. The attached Tentative Agreement provides as follows:

1. The Union will switch medical insurance plans to the State Partnership Plan 2.0 effective January 1, 2020;
2. The term of the current collective bargaining agreement will be extended to expire on June 30, 2023.
3. The Union will receive a 1% general wage increase effective July 1, 2021. The Union will receive a 2% general wage increase effective July 1, 2022.
4. Employee premium share shall be 17% effective July 1, 2021. Employee premium share shall be 18% effective July 1, 2022.
5. Employees hired before February 5, 2018 shall be eligible to receive retiree medical benefits prior to their 65th birthday provided the employee retirees with 25 years of service and reaches age 50.

Thank you for your consideration.

Very truly yours,

Christopher M. Hodgson, Esq.

TENTATIVE AGREEMENT

This is a Tentative Agreement between the City of West Haven ("City") and IAFF Local 5127 ("Union"), to implement a change in medical plan and extend the Union contract. The negotiating committees for the City and Union agree to recommend this Tentative Agreement for ratification to their respective bodies. The parties hereby tentatively agree as follows:

1. The Union will switch medical insurance plans to the State Partnership Plan 2.0 effective January 1, 2020. In the event the City leaves the State Partnership Plan 2.0, the City agrees that the starting point for negotiations with the Union shall be the medical plan in effect as of November 1, 2019.
2. The term of the current collective bargaining agreement will be extended to expire on June 30, 2023.
3. The Union will receive a 1% general wage increase effective July 1, 2021. The Union will receive a 2% general wage increase effective July 1, 2022.
4. Employee premium share shall be 17% effective July 1, 2021. Employee premium share shall be 18% effective July 1, 2022.
5. The City and Union agree to modify Article 23, Section 3 to provide that employees hired before February 5, 2018 shall be eligible to receive retiree medical benefits prior to their 65th birthday on the terms outlined in Section 3, provided the employee retires with 25 years of service and reaches age 50.

CITY OF WEST HAVEN

IAFF LOCAL 5127

By: Nancy R. Rossi

By: Emmanouil

Date: Dec 11, 2019

Date: Dec 11, 2019

By: [Signature]

By: [Signature]

Date: 12/11/2019

Date: Dec 11, 2019

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

Date: \_\_\_\_\_

**THE CITY OF WEST HAVEN  
WEST HAVEN FIRE DEPARTMENT**

**WEST SHORE FIRE DEPARTMENT**

**AND**

**West Haven 911 Dispatchers  
International Association of Fire Fighters &  
UPFFA of Ct., Local 5127**

**Expires June 30, 2021**

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THIS AGREEMENT: entered by and between the West Haven and West Shore Fire Districts and the City of West Haven (referred to as the EMPLOYER) and the West Haven 911 Dispatchers, International Association of Fire Fighters, & UPPFA of CT, Local 5127, (referred to as the UNION) is for the purpose of providing through orderly collective bargaining, prompt and equitable disposition of grievances and to define wages, hours of work and other conditions of employment.

**ARTICLE 1**  
**RECOGNITION**

The Employer hereby recognizes the Union as the exclusive bargaining representative for the purpose of collective bargaining, with respect to wages, hours of employment and other conditions of employment for all its eligible full and part time employees in the collective bargaining unit certified by the Connecticut State Labor Department.

**ARTICLE 2**  
**DEFINITIONS**

The terms hereinafter set forth shall have the following meanings:

1. "Employer" shall mean the City of West Haven and the two fire districts namely, Center Fire District and West Shore Fire District.
2. "Employee" shall mean a member of the bargaining unit represented the Union.
3. "Regular full-time employee" shall mean an employee normally scheduled to work at least a five (5) day week totaling at least forty (40) hours. Said employee shall be eligible for all benefits enumerated in this bargaining agreement.
4. "Part-time employee" shall mean an employee normally scheduled to work at least 8 hours per week but not more than 32 hours per week. Said part-time employees shall be entitled to such benefits as are specifically described as being granted to both full and part time employees.

**ARTICLE 3**  
**MANAGEMENT RIGHTS**

**SECTION 1**

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

- a) To determine the care, maintenance and operation of Employer equipment and property.
- b) To establish or continue policies, practices and procedures for the conduct of Employer 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 type of employees required to perform the Employer's operations.
- e) To layoff, 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 provided that the Employer shall provide the Union with thirty (30) days advance written notice of its intention to revise job descriptions or create new job descriptions during which the Union may request to discuss such changes prior to implementation. Upon request the Employer shall bargain with the Union concerning the impact which any significant change in job descriptions may have on employees' wages, hours and other terms and conditions of employment.
- h) The probationary period shall be one (1) year. During this probationary period the Director may extend the probationary period, as well as terminate the employment of said employee, upon observation and written reports of their performance of duty, if unfit for said employment.

## **SECTION 2**

Take any action necessary in emergency situations regardless of prior commitment to carry out the responsibility of the employer to the citizens of West Haven.

## **ARTICLE 4** **UNION SECURITY**

### **SECTION 1**

Any employee who on the effective date hereof is covered by this Agreement, and has been employed by the Employer for more than thirty (30) days from the date of ratification of this Agreement, be required as a condition of continued employment to secure and continue membership in the Union for the duration of the Agreement. Employees who are employed after the ratification of the Agreement shall be required as a condition of continued employment to become members of the Union or pay an agency fee within ten (10) days following the thirtieth (30<sup>th</sup>) day of their employment and to continue such membership for the duration of the Agreement.

### **SECTION 2**

All employees shall be required to become and/or maintain membership in the Union, or in lieu thereof, pay an agency fee.

### **SECTION 3**

No employee required to secure or maintain membership shall be considered as having failed to maintain such membership so long as he/she regularly tenders to the Union his periodic monthly dues, or cures any delinquency in such regard within thirty (30) calendar days of the postmarked date of notice of such delinquency forwarded to the employee and to the Employer by registered mail by the Union.

**ARTICLE 5**  
**DEDUCTION OF UNION DUES**

**SECTION 1**

The Employer agrees to deduct from the weekly wages of each employee, who so authorizes such deduction, the amount of weekly Union dues, initiation fees or agency fee as certified to the Employer by the Secretary-Treasurer of the Union.

**SECTION 2**

Deductions shall be remitted by the fifteenth (15<sup>th</sup>) of the month following such deduction and the Employer shall furnish the Union with a record of each deduction showing the amount, and the employee from whom such deduction was made and a listing of those employees from who no deduction was made.

**SECTION 3**

The employer shall not be held liable for an employee's membership dues deduction, or agency fee, if he/she is not on the payroll during the specific deduction week. This deduction agreement shall be for the duration of this contract and is non-cancelable.

**SECTION 4**

The Union agrees to indemnify and hold the City harmless against any and all claims, demands, suits or other forms of liability, including attorney's fees that shall, or may, arise out of, or by reason of, action taken by the City for the purpose of complying with the provisions of this Article.

**ARTICLE 6**  
**SENIORITY**

**SECTION 1**

Seniority as defined by this article shall be based upon the continuous service with the Employer and will govern in all matters pertaining to layoffs, recall, vacation selection, and bid shift selection.

**SECTION 2**

An employee's seniority shall be broken for the following reasons:

- a) Whenever an employee is discharged or released and the discharge or release is not reversed through the disciplinary hearing procedure.
- b) Whenever an employee is absent without prior permission for more than three (3) consecutive working days or fails to notify the Employer within that time period.
- c) Whenever an employee fails to report to work within three (3) working days after the expiration of a personal or statutory leave of absence or whenever an employee on leave of absence because of a non-occupational injury or illness fails to bring valid proof when requested by the Employer. The Employer will send to the Employee a copy of the letter which informs the employee of the date on which his/her seniority was broken.

- d) Whenever an employee on any form of authorized leave is found to be working in the private sector. This section does not include earned time off, vacation, holiday rights or non-scheduled work days.
- e) Whenever the employee severs his/her employment.

**ARTICLE 7**  
**GRIEVANCE PROCEDURE**

**SECTION 1**

The term "grievance" shall mean any dispute between the Employer and the Union, or between the Employer and any employee concerning the interpretation, application, claim or breach of violation of this Agreement. A grievance must be filed within fourteen (14) calendar days of the last known occurrence of the alleged violation of this Agreement.

**SECTION 2**

Grievance shall be presented and processed in the following manner:

Step 1

The Union designee shall present the grievance to the E.R.S. Director. Within seven (7) calendar days, a meeting shall be held for presentation of information related to said grievance. A written decision shall be issued within seven (7) calendar days. If the grievance is not resolved it may be submitted to Step 2 within seven (7) calendar days from the date of written decision.

"Written grievance shall state the nature of the grievance, sections of the contract believed to have been violated, and the relief sought."

Step 2

The Director of Personnel and Labor Relations for the City of West Haven will meet with a Union Representative and the grievant to discuss and attempt to settle the grievance. A decision shall be issued in writing within ten (10) calendar days after the submission of the grievance. If the grievance is not settled, it may be submitted to Step 3 within seven (7) calendar days from the date of written decision.

Step 3

If the grievance is not settled, it may be submitted to the Connecticut State of Board of Mediation and Arbitration for mediation.

**SECTION 3**

The Employer shall notify the Local Union of all suspensions and discharges in writing stating the reason or reasons for each suspension or discharge. If the Union desires to contest a suspension or discharge, it must file a grievance in writing within seven (7) working days from the date of receipt of the notice of suspension or discharge. Failure to file a grievance within the prescribed time limit shall constitute a waiver of all rights to grieve and arbitrate such matters.

#### **SECTION 4**

Failure on the part of the Union to comply with the time limits herein set forth shall be deemed a settlement of the grievance on the basis of the last answer received. If the Employer fails to comply with the time limits, herein set forth, the Union may submit the grievance to the next step of the grievance procedure on the basis of the last answer received or in the absence of a resolution at the Second Step of the grievance procedure, submit the matter to the Connecticut State Board of Mediation and Arbitration (CSBMA).

#### **SECTION 5**

Any time limits established by this Article may be extended by mutual agreement. Such agreement shall not be unreasonably withheld by either party.

#### **SECTION 6**

The Union shall designate and submit to the Employer in writing the names of all Local Officers up to and including Stewards and of other Local Union representatives who shall represent employees in grievance matters. The Employer and the Union shall mutually agree as to the number of employees designated by the Union, who shall be permitted a reasonable amount of time off with pay during a regular shift for the investigation and processing of grievances up to and including the Third Step of the Grievance Procedure.

#### **SECTION 7**

The jurisdiction and authority of the arbitrator and the award shall be confined to the interpretation of the provision or provisions of this agreement in dispute between the Union and the Employer. The arbitrator shall have no authority to modify, amend, revise, add to or subtract from any of the terms of this Agreement. The award of the arbitrator shall be final and binding upon all the parties to this Agreement.

In the event there is an award of any back pay, any earnings by the employee during this period of unemployment (including any unemployment insurance) shall be offset and deducted from this award. Employees who have been discharged shall have the duty to seek work so as to mitigate the claims of back wages. The failure to do so shall be considered by the Board.

#### **SECTION 8**

Expenses, if any, including the fees and expenses of the arbitrator, shall be borne and divided equally between the Employer and the Union.

### **ARTICLE 8**

#### **UNION REPRESENTATION**

##### **SECTION 1**

Any employee is entitled to have Union representation in any discussion between the employee and representatives of the Employer in which the employee has reasonable grounds to believe that the interview will adversely affect his/her continued employment or his/her working conditions.

**SECTION 2**

Upon request and with reasonable notice, an employee shall have the opportunity to review and examine his/her personnel file. The Employer has the right to have such review and examination take place in the presence of a designated official. The Employer shall honor the request of an employee for one (1) copy of pertinent documents from his/her file. If any material, of an adverse nature, is placed in one's personnel file, a copy of such material must be sent to the employee who may then file a written response of reasonable length to be attached and retained with the material in question in his/her personnel file.

**ARTICLE 9**  
**SICK LEAVE**

**SECTION 1**

Each full time employee shall be entitled to one and one-half (1-1/2) days per month sick leave. Sick leave may be accumulated to one hundred twenty (120) days. Full time employees hired after March 1, 2015, shall be entitled to one and one-quarter (1-1/4) days per month sick leave. The true intent of the sick leave provision must be complied with and must not be misconstrued as personal leave time. It is management prerogative to request proof of illness if so desired.

Full time employees hired after July 1, 1996, may accumulate sick leave to one hundred ten (110) days.

Current employees having as of July 1, 2004, sick leave accumulation in excess of one hundred and twenty (120) days shall have such excess sick leave placed on a one time basis "sick leave reserve" in his/her name. The employee shall have access to any days in his/her sick leave reserve in the event that he/she has exhausted his/her accumulated sick time.

**SECTION 2**

New full time employees will not be entitled to sick leave until they have been employed for a period of ninety (90) days.

**SECTION 3**

Upon the death of an employee, any accumulated sick time will be paid to the beneficiary or to the estate, up to the maximum of one hundred twenty (120) days. However, employees hired after of July 1, 1996, shall only be entitled to eighty (80) days of accumulated sick time, at the time of their death, payable to their beneficiary or estate. Employees hired after February 5, 2018, shall not receive a payout of accumulated sick time upon death.

**SECTION 4**

The Director shall have the right to investigate employee absence to avoid abuse of the sick leave and to further prove authenticity of valid sick leave taken. Any dispatcher who is using sick time at a time found to be working elsewhere will be terminated.

## **SECTION 5**

Sick time may be used to take care of a sick member of the employee's immediate family; specifically, spouse, children and/or parents, up to a maximum of twenty (20) days in any contract year. Extended use of sick leave may be requested for this purpose, in accordance with the FMLA.

## **SECTION 6**

Any employee shall have the right to transfer up to a maximum of fifty (50) days, in the fiscal year, from his/her accumulated sick leave or vacation to another employee, if the recipient employee is out due to a prolonged sickness or injury and has exhausted his/her accumulated sick leave and vacation. "Prolonged sickness or injury" shall include cases of intermittent absence due to serious illness provided the absence is authorized in writing by the attending physician. Any sick leave transferred pursuant to this provision shall reduce the total accumulated sick leave payout, provided for at the time of the employee's retirement.

## **SECTION 7**

An employee who has exhausted his/her sick leave in any one year may request, in writing, an advance of future sick leave. Such employee shall be allowed to borrow, subject to the approval of the Director, an additional eighteen (18) days sick leave time. However, employees hired on or after March 1, 2015, shall be allowed to borrow, subject to the approval of the Director, 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 monies owed to said individual upon his/her termination of employment.

## **SECTION 8**

The City shall establish, provide and pay for a group long-term disability income program for employees from a company of the City's choosing, which policy shall commence benefits after ninety (90) days of continuous illness or disability. It shall contain the following provisions:

- A. Replacement wages of 66-2/3% of wages based on wage rate at onset of sickness or injury with a Social Security Disability offset.
- B. Benefit shall continue through age 65 if employee continues to meet the plan's eligibility criteria.
- C. New hires shall be eligible after six (6) months of continuous service.
- D. Medical and Dental benefits shall continue on the same basis as in effect prior to the start of the leave, for a maximum of eighteen (18) months. The employee shall be responsible for his/her share of any employee contribution for such benefits as provided by this Agreement.
- E. Once on long-term disability, employee will not be eligible for holiday pay, vacation accrual, sick leave accrual or use of sick leave.
- F. An employee who earned a longevity payment on his/her anniversary date but is on leave when the November longevity payments are issued shall receive the longevity payments for that year.

**ARTICLE 10**  
**VACATIONS**

**SECTION 1**

Each full time employee shall receive a vacation of twelve (12) working days after the completion of one (1) year of service. Vacation days may be taken as individual days off.

**SECTION 2**

Each full time employee shall receive the following vacation days with pay, for continuous service:

Upon completion of one year but less than five	12 days
Upon completion of five years but less than ten	15 days
Upon completion of ten years but less than fifteen	20 days
Upon completion of fifteen years but less than twenty	25 days
Upon completion of twenty-five years	26 days

**SECTION 3**

To avoid conflict when choosing vacations, the Director will post a notice, on April 1<sup>st</sup>, asking for Dispatchers to select their vacation time for the next fiscal year. The list will remain up for the month of April and be taken down on April 30th. At that time all conflicts will be resolved using the following criteria. Vacations chosen on the list will have precedent over all others chosen throughout the year.

- A. Only two Dispatchers may be off on vacation for any one day
- B. Seniority
- C. Vacation days requested after April 30th must be posted 48 hours prior to the vacation and will be allowed based on a "first come, first served" basis with conflicts of who posted first being resolved by seniority.

**SECTION 4**

Upon the death of any permanent employee, any unused vacation time will be paid to the beneficiary stated on the employee's life insurance form. Upon separation of an employee, the employee shall be paid for all unused vacation time.

**SECTION 5**

An employee who becomes seriously ill or injured while scheduled to go on vacation or is hospitalized while on vacation shall have the opportunity to change his/her vacation schedule provided that sufficient evidence by way of a physician's certificate attesting to his/her bona-fide illness is furnished to the E.R.S. Director.

**SECTION 6**

All vacation time must be used within the year following the fiscal year in which it is earned. An employee who does not use his/her annual vacation entitlement by the fiscal year end may elect to receive one hundred percent (100%) payment for up to ten (10) unused vacation days. An employee wishing to buy back vacation time must submit an application prior to the fiscal year end to the Employer.

**ARTICLE 11**  
**OVERTIME**

**SECTION 1**

Dispatchers will work overtime on a rotating basis. Eligible dispatchers will be asked to work overtime in accordance with policies and procedures as set forth by the Director. Part time employees may work a vacant shift on a voluntary basis prior to ordering a full-time employee to work provided they do not work thirty two (32) hours or more during the week.

**SECTION 2**

Should all dispatchers refuse the overtime, then one dispatcher going off duty and one of the dispatcher reporting for the next successive shift will be required to work four (4) hours each. In the event one of the dispatchers reporting for the next successive shift cannot be located, then the dispatcher going off duty must work the full eight (8) hour shift. An overtime force list shall be maintained to track such occurrences. Employees on a paid day off (i.e. vacation or personal day) will be the last employees to be ordered in. The overtime force list will reset to zero every July 1<sup>st</sup> at 12:00 A.M.

**SECTION 3**

All hours worked in excess of eight (8) hours in any day forty (40) hours worked in a workweek shall be paid for at the rate of time and one-half. Time taken as vacation, personal or will count toward the forty (40) hours of time worked in a workweek. Sick time shall not count as hours worked in a workweek for employee's when volunteering for overtime; however, employees ordered-in to work will receive pay at time and one-half (1 ½) his/her regular hourly rate of pay.

**SECTION 4**

To protect the health and safety of the employees, no dispatcher will work more than 16 hours consecutively. Further, any such dispatcher who has worked sixteen (16) consecutive hours shall have eight (8) hours off duty before being required to return to work.

**ARTICLE 12**  
**LEAVE OF ABSENCE**

**SECTION 1**

The Employer may grant a personal leave of absence without pay to any employee upon his/her request for a period not to exceed one (1) year. Upon expiration of an approved leave of absence or with two weeks advance notice for an earlier return if so requested by such employee, he/she shall be reinstated in the position held at the time leave was granted, provided he/she is physically able to perform the duties of said position. Said physical ability will be determined by a physician who shall conduct an examination to include stress test and drug testing. Said physical exam will be paid for by the employee.

No leave of absence, including personal leave, sick leave or workers' compensation leave shall exceed one (1) year. Failure to return at the expiration of a leave, without good cause, will be considered a resignation of employment.



**SECTION 2**

An employee's length of service shall not be reduced by time lost due to paid sick or workers' compensation leave. In the event that a personal leave of absence is granted, the date of seniority shall be the date that was in existence when said leave was started. Seniority shall not be built during a personal leave of absence in excess of thirty (30) days.

**SECTION 3**

All personal leaves of absence of more than thirty (30) days will be done so without benefits, which include all Medical Plans, Vacation accrual, and Holiday pay.

**SECTION 4**

Full time employees that have been granted a Personal Leave of Absence may buy up to fifty-two weeks of the Medical Coverage in existence at the time the leave was granted.

**SECTION 5**

Any employee on leave of absence found to be working at other employment will be terminated

**ARTICLE 13**  
**PERSONAL DAYS**

Full time employees shall be employed for ninety (90) days before being eligible to receive personal days. Full time employees shall receive four (4) personal days, to be credited to the employee on July 1<sup>st</sup> of each year. Part time employees shall be entitled to two (2) personal days after one (1) full year of employment. A minimum of twenty-four (24) hours' notice to the Director is required. In the event of an emergency or immediate personal business, twenty-four (24) hours' notice is not required. Personal days shall not be accumulated except the City will pay for one unused personal day at the end of the fiscal year.

**ARTICLE 14**  
**HOLIDAYS**

**SECTION 1**

Each full time employee shall be paid for the following twelve (12) holidays:

- |                               |                  |
|-------------------------------|------------------|
| New Year's Day                | Independence Day |
| Presidents' Day               | Labor Day        |
| Martin Luther King's Birthday | Columbus Day     |
| Good Friday                   | Veteran's Day    |
| Easter Sunday                 | Thanksgiving Day |
| Memorial Day                  | Christmas Day    |

**SECTION 2**

Employees may not use a sick day on their regularly scheduled shift before a holiday or use a sick day on their regularly scheduled shift after a holiday to receive holiday pay.

**SECTION 3**

Because of the nature of the job structure, Federal, State or City proclaimed holidays cannot be observed by said dispatchers.

**SECTION 4**

Payment for six (6) holidays will be paid on the first Friday in December with the remaining six (6) holidays to be paid on the first Friday in June. Payment will be made at the current hourly rate.

**SECTION 5**

Employees who work on a holiday shall receive two (2) times their days' pay.

**SECTION 6**

Employees on any authorized leave of absence without pay shall not be entitled to holiday pay.

**SECTION 7**

Any newly created permanent Federal Holiday commencing the third year after it becomes law shall be considered a paid holiday.

**SECTION 8**

If a vacation day is requested for the period covering

- Christmas Eve
- Christmas Day
- New Year's Eve
- New Year's Day
- Thanksgiving Day

- December 24, 12:00 A.M.– December 26, 12:00 A.M. or
- December 31, 12:00 A.M. – January 2, 12:00 A.M. or
- Thanksgiving Day from Thursday 12:00 A.M. – Friday 12:00 A.M.

A vacation or personal day request will not be granted if no full-time employee or part-time employee voluntarily takes the shift. Dispatchers may choose to swap a shift with any other full-time or part-time dispatcher.

**ARTICLE 15**  
**INSURANCE**

**SECTION 1**

Effective upon signing, all full time employees shall contribute twelve percent (12%) as a premium cost share for the medical benefits afforded them under this contract. Effective July 1, 2015, the employee shall contribute thirteen percent (13%). Effective July 1, 2017, the employee shall contribute fourteen percent (14%). Effective July 1, 2018, the employee shall contribute fifteen percent (15%). Effective July 1, 2019, the employee shall contribute sixteen percent (16%). Effective July 1, 2020, the employee shall contribute seventeen percent (17%).

All employee contributions shall be under a Section 125 Premium Only Plan.

1. Effective July 1, 2018, a \$2,000/\$4,000 HDHP will be implemented and will replace the Blue Cross Century Preferred Point of Service Plan. The Town will contribute to the employee's HSA each plan year 50% of applicable deductible for either single coverage or single plus one or family coverage. Employees must be enrolled in the HDHP for the entire plan year or, if a new employee, for the plan year in which (s)he enrolls. The Town's contribution towards the applicable deductible for new employees who select the HDHP will be prorated based upon the month in which the employee begins employment. Employees who choose to be covered by the HDHP, but legally cannot have a HSA, will be covered by an IRS approved Health Reimbursement Arrangement ("HRA"), meaning they will be reimbursed up to 50% of the applicable deductible for out-of-pocket medical expenses incurred when utilizing the HDHP. Effective July 1, 2018, if an employee chooses to be covered by the Blue Cross Century Preferred Point of Service Plan ("PPO"), the employee can "buy-up" to the PPO plan, meaning the employee will pay the difference between what the City is contributing towards the HDHP (premium and deductible) and the cost of the PPO plan. The City's contribution shall be made in July of each fiscal year.

## **SECTION 2**

The Employer will provide and pay for a sixty thousand dollar (\$60,000) Group Life Insurance policy for all full time employees.

## **SECTION 3**

The Employer shall provide an annual payment in lieu of health benefits for employees that waive such coverage in the amount of \$1,000 for employee only coverage, \$2,000 for employee plus one coverage, \$4,000 for family coverage, so long as said coverage providing basis for the waiver is not any other City of West Haven entity. Employee requesting entitlement to waiver must provide insurance information for proof of coverage to the City's Personnel Department. A side letter of agreement shall be signed with respect to the one current employee who will be grandfathered to receive the waiver payment as a result of coverage through the spouse who is an employee of a City of West Haven entity.

## **SECTION 4**

The Employer may implement changes to the health benefits (including medical, dental, prescription) provided herein which may result in a cost savings/containment to the Employer and will not reduce until negotiated the current coverage and benefits received by Employees. The Employer agrees that it shall give the Union thirty (30) days' notice prior to the implementation of any changes. The Union may demand to bargain any change to current coverage and benefits prior to the implementation of any changes.

## **ARTICLE 16** **ADMINISTRATION**

The Director of ERS shall be the Administrator of this Agreement and shall be responsible for maintaining discipline and the orderly operation of the E.R.S. Center.

**ARTICLE 17**  
**LONGEVITY**

**SECTION 1**

Except as described in Section 8, no employee hired after July 1, 2007, shall receive Longevity under this schedule.

**SECTION 2**

After the fifth (5<sup>th</sup>) year of employment has been reached, and through the ninth (9<sup>th</sup>) year of employment each employee covered by this Agreement shall be granted six hundred ten dollars (\$610.00) per year.

**SECTION 3**

Beginning with the tenth (10<sup>th</sup>) year of employment and each year thereafter up to the fifteenth (15<sup>th</sup>) each employee shall receive a longevity payment of six hundred sixty dollars (\$660.00).

**SECTION 4**

Beginning with the sixteenth (16<sup>th</sup>) year of employment and each year thereafter up to the nineteenth (19<sup>th</sup>) year of employment each employee shall receive a longevity payment of seven hundred ten dollars (\$710.00).

**SECTION 5**

Beginning with the twentieth (20<sup>th</sup>) year of employment and each year thereafter up to the twenty-fourth (24<sup>th</sup>) year of employment each employment shall receive a longevity payment of seven hundred sixty dollars (\$760.00).

**SECTION 6**

Beginning with the twenty-fifth (25<sup>th</sup>) year of employment and each year thereafter each employee shall receive a longevity payment of eight hundred ten dollars (\$810.00).

**SECTION 7**

Longevity payments shall be made on the first (1<sup>st</sup>) pay day in December of the calendar year during which the necessary years of service have been attained and thereafter annually with the formula. Employees reaching their anniversary date before the 3<sup>rd</sup> pay period in December who would reach a qualifying anniversary date by December 31<sup>st</sup> shall receive their longevity payment in the first (1<sup>st</sup>) December pay day. Said payments shall be in one lump payment.

**SECTION 8**

For full time employees hired effective November 1, 2010 there shall be a two tier longevity schedule. After the tenth (10<sup>th</sup>) year of employment has been reached, and through the twentieth (20<sup>th</sup>) year of employment they shall receive six hundred ten dollars (\$610.00) per year. Beginning with the twenty-first (21<sup>st</sup>) year the longevity payment shall increase thereafter to six hundred sixty (\$660.00) dollars. Employees hired after February 5, 2018, shall not be entitled to longevity payments.

**ARTICLE 18**  
**LAYOFF AND RECALL**

**SECTION 1**

In the event the Employer decreases the work force in the Bargaining Unit, employees shall be laid off in the following order:

- i. Part time employees in inverse order of their seniority.
- ii. Full time employees in inverse order of their seniority

**SECTION 2**

The Employer will give employees affected at least two (2) week advance notice of layoff.

**SECTION 3**

Employees will be recalled in inverse order of their layoff when work becomes available. Full time employees shall be recalled first and part time employees thereafter. The Employer will notify the employee of recall by certified mail to the last known address on City Records. If an employee on lay-off does not report back to work within fourteen (14) working days of said notice, the employee shall be deemed to have resigned. Employees shall have the right to be recalled for eighteen (18) months from the date of layoff.

**ARTICLE 19**  
**BEREAVEMENT LEAVE**

**SECTION 1**

In the event of a death in the employee's immediate family (spouse, parent, child, step-child, mother-in-law, father-in-law, brother, sister, grandchild), an employee will be permitted up to five (5) working days off at his/her regular rate of pay for the purpose of attending the funeral and providing for matters incident to the death. Additional time off shall be at the sole discretion of the Director and handled on a case-by-case basis depending on the circumstances.

**SECTION 2**

A three (3) day special leave (the day before the funeral, the day of the funeral, and the day after the funeral) shall be granted for the death of the following individuals: grandmother, grandfather, step-mother, stepfather, aunt, uncle, niece, nephew, brother-in-law or sister-in-law. Additional time off shall be at the sole discretion of the Director and handled on a case-by-case basis depending upon the circumstances.

Should the leave period include days not scheduled as work days, only the actual days necessary to complete the five (5) or three (3) day period shall be allowed.

**ARTICLE 20**  
**WORK WEEK**

**SECTION 1**

The work week for full time dispatchers shall be forty (40) hours using the bid shift process, with shifts being picked by seniority every eight (8) weeks. The work week starts 12:00 a.m. midnight on

Monday. Part time dispatchers shall normally be scheduled for at least 8 hours per week but not more than 32 hours per week.

## **SECTION 2**

Any dispatcher called into work shall be granted a minimum of three (3) hours of work at the wage rate specified in this contract. There will be no call in pay when the employee is called in contiguous to his/her shift.

## **SECTION 3**

All dispatchers will assist in data entry.

## **ARTICLE 21**

### **JURY AND MILITARY DUTY**

#### **SECTION 1**

Full time employees will be paid for hours spent on Jury Duty less the amount earned while serving. It is the responsibility of the employee to document proof of Jury Duty. Any pay received for this duty will be deducted from the employee's City pay. The language in this section will also hold true for those employees that are subpoenaed witnesses and, in turn, will not cover those that become witnesses on a voluntary basis. The check from Jury Duty must be turned over to the City Comptroller.

#### **SECTION 2**

Pay will be granted for Military training that encompasses the normal work week or weeks of the employee. Any pay received for this duty will be deducted from the employee's City pay. Military training is defined as that covering any military reserve unit that has not been called to active duty.

## **ARTICLE 22**

### **UNION LEAVE/FAMILY MEDICAL LEAVE**

#### **SECTION 1**

Upon approval by the Director, an employee selected by the Union to perform duties for the Union or the Local Union will be allowed a Leave of Absence without pay. The Director will not unreasonably withhold approval for such leave requests provided the leave does not interfere in the operation of the ERS Center. Such leave when granted shall be treated as continuous service with the Employer and shall be limited to one (1) employee at any one time and shall not exceed five (5) days in any calendar year.

#### **SECTION 2**

The City of West Haven complies with the Federal Family Medical Leave Act of 1993 and such amendments made to the Act as dictated by law. An employee who anticipates a leave shall contact the City of West Haven's Personnel Department to determine how said guidelines apply.

**ARTICLE 23**  
**RETIREMENT AND PENSION**

**SECTION 1**

Full time employees who retire shall be entitled to a lump sum payment for vacation time earned.

**SECTION 2**

Any employee, with twenty (20) years of continuous service shall be entitled to a lump sum payment reflecting one hundred percent (100%) of accumulated sick leave up to a maximum of one hundred (100) days. Full time employees hired as of July 1, 1996, shall only be entitled to a maximum of ninety (90) days sick leave at retirement, with twenty (20) years of continuous service. Full time employees hired on or after February 5, 2018, shall not be entitled to a payment of accumulated sick leave at retirement.

**SECTION 3**

Any employee electing to retire, who has obtained twenty (20) years of continuous service and has reached the age of fifty-five (55), will receive all of the insurance and medical benefits afforded them and their enrolled dependents at the time of retirement, which will change based upon insurance and medical benefits offered to current bargaining unit employees, until their sixty-fifth (65<sup>th</sup>) birthday\*. Upon retirement and prior to his/her sixty-fifth (65<sup>th</sup>) birthday, the retiree shall pay the same contribution towards health, prescription and dental coverage which is required of active employees plus any increase in contribution as such increase may exist from time to time but retirees between the ages of sixty (60) and sixty-five (65) years of age shall pay the premium percentage for retiree medical which was in effect at their date of retirement. All employees hired after July 1, 2011 who retire shall pay twenty five percent (25%) of the fully insured equivalent rate for their own single coverage retiree insurance through age 65 and fifty percent (50%) of the fully insured equivalent rate for all spousal/dependent coverage provided that the retiree was married to the spouse at the time of retirement, for the same health and prescription plans that active employees have, as same may be modified through collective bargaining.

Employees hired after February 5, 2018, shall not be entitled to retiree medical benefits.

There shall be no annual cap on retiree contributions.

The City will contribute to the HDHP Plan currently referenced in the Agreement at the same contribution level it contributes each fiscal year for active employees and the retiree will be required to remain in the HDHP for the entire plan year, until the plan(s) are modified during negotiations, as set forth above. If the City offers a plan that current employees are allowed to "buy-up" to, the retiree will be responsible to pay the City for the buy-up amount being paid by active employees.

**SECTION 4**

Retired employees, upon reaching age 65, will receive reimbursement for the standard individual Medicare Part "B" as assessed by the Social Security Administration (SSA), and an eight thousand dollar (\$8,000.00) Life Insurance Policy. Said reimbursement will be made quarterly in arrears and retirees shall provide in January of each year, a copy of his/her statement of benefits from the SSA.

Retired employees with a minimum of twenty years of full time service will be eligible to receive Plan F, or its equivalent, for themselves and their spouses (provided the retiree was married to the spouse at the time of retirement). Retiring employees will be eligible for this plan only if they are collecting Medicare benefits as provided by the federal government. The retiree shall pay the same percentage contribution toward the supplement policy which is required of active employees for premium cost share plus any increase in contribution as such increase may exist from time to time for his/her own insurance and 50% of the incremental premium cost for his/her spouse. If they or their spouses were to change coverage to another form of Medicare, they will be removed from the Blue Cross/Blue Shield 65 Supplemental Policy as soon as they are enrolled in a new plan. It shall be the responsibility of the retiree or their spouse to notify the Employer of said changes.

Employees hired after February 5, 2018, will not be eligible for reimbursement for Medicare Part "B", Plan F, or its' equivalent, and will not be entitled to a life insurance policy upon retirement.

**SECTION 5**

Each full time bargaining unit employee shall be offered the opportunity of belonging to the City of West Haven 401K Pension Plan. Contribution to the Plan shall be as follows: Employer's contribution shall be 5% to 8% and the employee's contribution shall be a minimum of 2% to a maximum of 25% (employee contributes 2% to 5%, city match is 5%--city will match employee contribution up to a maximum of 8% however, subject to statutory limits.).

**SECTION 6**

The guidelines spelled out in the brochure will be the guiding factor for early and normal retirement requirements, and all other aspects of the Pension Plan.

**ARTICLE 24**  
**WAGES**

**SECTION 1**

Any dispatcher who has less than six (6) months of service in such classification shall be paid at Step 1. Any dispatcher who has six (6) months, but less than twenty-four (24) months of service in such classification shall be paid at Step 2. Any dispatcher who has twenty-four (24) completed months or more of service in such classification shall be paid at Step 3.

**SECTION 2**

ERS Dispatcher	
July 1, 2017	wage freeze
July 1, 2018	wage freeze
July 1, 2019	wage freeze
July 1, 2020	wage freeze

**SECTION 3**

Employees assigned to the 4:00 P.M. to Midnight shift will be paid a differential of \$.75 per hour. Employees assigned to the Midnight to 8:00 A.M. shift will be paid a differential of \$.80 per hour.



**SECTION 4**

Any employee covered by this Agreement when required to work more than ten (10) hours shall be granted a meal allowance of \$8.00.

**SECTION 5**

Each Dispatcher will be allowed to take a one hour break, not to be taken the first or last hour of the shift. It will be worked out amongst the dispatchers on each shift as to who takes their break first, second, third, fourth. Each Dispatcher must stay within City limits and carry a portable radio to keep in touch with the office.

**SECTION 6**

Any full time employee who holds the designation as lead dispatcher shall be paid a shift premium of fifteen (\$15) dollars when working in that role.

**ARTICLE 25**

**NO STRIKE-LOCKOUTS**

No officer, representative, or member of the Union shall authorize, instigate, condone or engage in a strike, work stoppage or interruption of work operations during the period of this Agreement. The Employer agrees that there shall be no lock-outs.

**ARTICLE 26**

**BARGAINING COMMITTEE**

**SECTION 1**

One (1) employee designated as a bargaining committee member, shall be granted the necessary time off from his/her regular duties with pay for the purpose of negotiating a collective bargaining agreement between the Employer and the Union.

**SECTION 2**

No more than one (1) member of the Union shall attend a State convention, conference, or training session of the Connecticut Independent Labor Union without a loss of pay, provided notice is given to the E.R.S. Director at least one week prior to the convention, conference or training session. A maximum of forty (40) hours per contract year shall be permitted.

**ARTICLE 27**

**CONFLICT OF INTEREST CLAUSE**

No employee of the E.R.S. shall hold the position of Police or Fire Commissioner in the City of West Haven provided their employment with the City predates their election/appointment.

**ARTICLE 28**

**UNIFORM ALLOWANCE**

The Employer shall provide each full time employee with an annual allowance of \$375.00 on ratification and every July 1<sup>st</sup> thereafter to be used for Uniform Allowance. Said uniform style is to

be determined by the E.R.S. Director. Part time employees will be provided with uniform attire, no stipend shall issue.

**ARTICLE 29**  
**NON-DISCRIMINATION**

Neither the Employer nor the Union shall discriminate against any employee because of race, religion, sex, sexual preference, marital status, age, color, national origin, political affiliation, or physical disability. A grievance alleging a violation of this Article may be filed up to but not including arbitration.

**ARTICLE 30**  
**EDUCATION ASSISTANCE**

**SECTION 1**

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

- a. All applications for education assistance must be submitted to the Director and approved by both the Director and the City of West Haven Personnel Director prior to the time of registration; such approval shall not be unreasonably withheld.
- b. Course work for which assistance is being requested must be job related.
- c. Course work must be taken at an appropriately recognized and certified educational institution.

**SECTION 2**

The employer will reimburse employees for actual allowable expenses incurred to a maximum of \$3,000.00 per fiscal year.

- a) Allowable expenses include tuition, books, lab fees, registration fees.
- b) In order to be reimbursed, the employee must provide satisfactory evidence of completion of the course with a grade of "B" or better and proof of prior payment or a passing grade in the case of certification.

**ARTICLE 31**  
**CERTIFICATIONS**

Dispatchers, by the end of probation, must have and maintain the following certifications and such other certifications as may be mandated in the future by the City of West Haven or other governmental entity:

- a. State of CT 911 Telecommunicator;
- b. Emergency Medical Dispatcher (EMD);

- c. State of Connecticut Collect system;
- d. NCIC;
- e. Emergency Police Dispatch (EPD); and
- f. PROQA.

The Employer will cover the associated costs.

**ARTICLE 32**  
**PAST PRACTICE**

This Agreement is not intended to nor shall it be considered as abridging any right, benefit, or privilege that employees have enjoyed heretofore, on a reasonable basis, unless it is specifically stated that said practice has been superseded by a provision of the Agreement.

**ARTICLE 33**  
**POLICIES**

All employees shall conform to the Standard Operating Policies and Procedures as developed for the efficient operation of the Center.

**ARTICLE 34**  
**WORKER'S COMPENSATION**

**SECTION 1**

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 Worker's Compensation preferred provider network, as such may be modified from time to time by the Plan Administrator and approved by the Worker's Compensation Commissioner. 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 payment from Worker's Compensation for the period of disability.

**SECTION 2**

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. 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 Director and the City's Personnel Director 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.

### **SECTION 3**

During the time period that an employee is out of work the employee shall be responsible for the cost of the co-payment portion of their Health Insurance Benefit.

### **ARTICLE 35** **TRAVEL REIMBURSEMENT**

Employees required by the Employer to attend any function using their own vehicle shall be reimbursed for mileage at the I.R.S. mileage rate effective at the time of travel.

### **ARTICLE 36** **DISPATCHER TRAINING**

#### **SECTION 1**

In the event the City decides to provide training, the Director shall select trainers from volunteers. Trainers shall receive time and one-half (1 ½) wages for all hours spent actively training a dispatcher when off duty only.

### **ARTICLE 37** **DURATION OF AGREEMENT**

#### **SECTION 1**

This Agreement shall become effective upon execution and continue in full force and effect to and including June 30, 2021, and thereafter shall be automatically renewed from year to year unless notice in writing shall be given by either party to the other of its termination one hundred eighty (180) days prior to its expiration date or a subsequent applicable expiration date after automatic renewal, in which event is extended for a further period of time.

#### **SECTION 2**


Either party wishing to terminate, amend, or modify this Agreement must so notify the other party, in writing, no more than two hundred ten (210) days or less than one hundred eighty (180) days prior to such expiration date.


SIGNED THIS 10<sup>th</sup> day of October, 2018.

By and for


CITY OF WEST HAVEN

Local 5127, IAFF


  
\_\_\_\_\_  
Nancy Rossi, Mayor

  
\_\_\_\_\_  
Katherine Vecellio  
Local President

\_\_\_\_\_  
Beth Sabo  
Director of Personnel and Labor Relations

  
\_\_\_\_\_  
Raymond Memmott  
Local Vice President

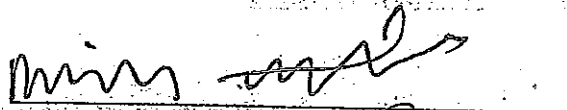
  
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Louis DeMici  
IAFF Representative

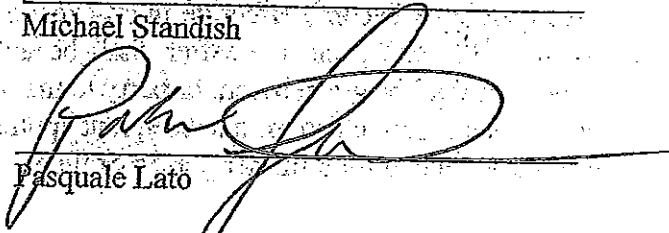
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Richard Standish

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Michael Standish

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Pasquale Lato

# APPENDIX A

## WAGE TABLE

### WEEKLY RATES

July 1, 2017 through June 30, 2021

	<b>EFFECTIVE DATES</b>		<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>
2%	July 1, 2016	Weekly	\$827.37	\$963.78	\$1,125.46
		Hourly	\$ 20.68	\$ 24.09	\$ 28.14
0%	July 1, 2017 -	Weekly	\$827.37	\$963.78	\$1,125.46
	June 30, 2021	Hourly	\$ 20.68	\$ 24.09	\$ 28.14

# APPENDIX B



**City of West Haven - ERS**

This is a brief summary of the benefits covered under the lumenos plan. It is not intended to be a complete list of benefits

**Option OV \$30; ER \$150; OP \$175 \$400 IP; UC \$75**

Includes Health Care Reform Mandates Preventive Care covered 100%

**Option Y \$2,000/\$4,000**

**LUMENOS HEALTH SAVINGS ACCOUNT**

COST SHARE PROVISIONS	In-Network Member pays:	Out-of-Network Member pays:	COST SHARE PROVISIONS	In-Network Member pays:	Out-of-Network Member pays:
Annual Deductible (individual/2-member family/3+ member family)		\$300/\$600/\$900	Annual Deductible (single/family)		\$2,000 / \$4,000
Coinsurance	Not Applicable		Coinsurance	Not applicable	20%
Coinsurance Maximum (individual/2-member family/3+ member family)		\$600/\$1,200/\$1,800	Out of Pocket Plan Year Maximum (single/family)	\$4,000 / \$6,850	\$4,000 / \$6,850
Cost Share Maximum (deductible + Coinsurance share maximum)	\$6,600/\$6,600/\$13,200	\$900/\$1,800/\$2,700	Lifetime Maximum	Unlimited	Unlimited
Office Visit Copayment	\$30 per visit/\$45 Specialist	Deductible & Coinsurance	<b>PREVENTIVE CARE</b>		
Hospital Copayment	\$400 per admission	Deductible & Coinsurance	Well child care	No cost share	Deductible & Coinsurance
Urgent Care Copayment	\$75	Not Covered	Adult Physical examinations	No cost share	Deductible & Coinsurance
Emergency Room Copayment - waived if admitted	\$150	\$150	Other Preventive Screenings:		
Outpatient Surgery Copayment	\$175	Deductible & Coinsurance	Routine gynecological care: pap smear & pelvic exam	No cost share	Deductible & Coinsurance
Lifetime Maximum	Unlimited	Unlimited	Mammography, Prostate, colorectal, colonoscopy, lipid & diabetic	No cost share	Deductible & Coinsurance
<b>PREVENTIVE CARE</b>			Routine Hearing & Vision screening	No cost share	Deductible & Coinsurance
Well child care			Immunizations and Vaccinations (other than those needed for travel)	No cost share	Deductible & Coinsurance
<b>Well Child Care (including immunizations)</b>	No Copayment	Deductible & Coinsurance	<b>HOSPITAL SERVICES</b>		
◆ 6 exams, birth to age 1			All Inpatient Admissions	Deductible	Deductible & Coinsurance
◆ 6 exams, ages 1 - 5			Specialty Hospital - (Rehab)		
◆ 1 exam every 2 years, ages 6 - 10			Rehab-100 days per calendar year	Deductible	Deductible & Coinsurance
◆ 1 exam every year, ages 11 - 21			Outpatient Surgery in a licensed ambulatory surgical center	Deductible	Deductible & Coinsurance
<b>Adult Exams:</b>			<b>DIAGNOSTIC SERVICES</b>		

◆ STANDARD HCR ADULT PREVENTIVE CARE	No Copayment		Diagnostic lab and x-ray	Deductible	Deductible & Coinsurance
AGE 22+ 1 EXAM PER YEAR			High Cost Diagnostic Tests	Deductible	Deductible & Coinsurance
Periodic, routine health examinations	No Copayment		MRI, MRA, CAT, CTA, PET, and SPECT scans	Deductible	Deductible & Coinsurance
Routine eye exams ( 1 exam every 2 years)	No copayment		<b>THERAPY SERVICES</b> Outpatient Rehabilitation		
Routine OB/GYN visits ( 1 visit per Calendar Year)	No Copayment	Deductible & Coinsurance	Outpatient Rehabilitation and restorative physical, occupational, speech and chiropractic therapy for up to 50 combined visits per Calendar Year. Additional visits are available once maximum is met, subject to Out of Network cost shares.	Deductible	Deductible & Coinsurance
Mammography ( 1 exam every calendar year)	No Copayment		Allergy Office Visit/Testing	Deductible	Deductible & Coinsurance
Hearing screening	No Copayment		Allergy injections – immunotherapy or other therapy treatments	Deductible	Deductible & Coinsurance
<b>MEDICAL CARE</b> Office visits	\$30 per visit/\$45 Specialist		<b>MEDICAL EMERGENCY/URGENT CARE SERVICES</b>		
Outpatient mental health & substance abuse - <i>prior authorization required after the 40<sup>th</sup> visit</i>	\$30 per visit		Emergency Room Treatment Emergency cost share waived if the Member is admitted directly to the Hospital from the emergency room	Deductible	Deductible & Coinsurance
OB/GYN care	\$45 per visit		Ambulance- Land & Air- Paid according to the Department of Public Health Ambulance Service Rate Schedule	Deductible	Deductible & Coinsurance
Maternity care – <i>initial visit subject to copayment, no charge thereafter</i>	\$45 per visit		<b>PHYSICIAN MEDICAL/SURGICAL SERVICES</b>		
Diagnostic lab and x-ray	No Charge	Deductible & Coinsurance	Medical Office Visits	Deductible	Deductible & Coinsurance
			Services of a Physician or Surgeon (Other than a medical office visit)	Deductible	Deductible & Coinsurance

High-cost outpatient diagnostic - prior authorization required  The following are subject to copay: MRI, MRA, CAT, CTA, PET, SPECT scans  Allergy services Office visits/testing  Injections—80 visits in 3 years	No Charge	Deductible & Coinsurance	<b>MENTAL HEALTH AND SUBSTANCE ABUSE SERVICES</b>  Outpatient Treatment for Mental Health Care and Substance Abuse Care  Inpatient Hospital Services in a Hospital or Residential Treatment Center for Mental Health Care  Inpatient Rehabilitation Treatment for Substance Abuse Care  In a Hospital or a Substance Abuse Treatment Facility	Deductible	Deductible & Coinsurance
	\$45 per visit	Deductible & Coinsurance		Deductible	Deductible & Coinsurance
	No Copayment	Deductible & Coinsurance		Deductible	Deductible & Coinsurance
<b>HOSPITAL CARE - Prior authorization required</b>					
Semi-private room (General/Medical/Surgical/Maternity)	\$400 per admission	Deductible & Coinsurance	<b>OTHER MEDICAL SERVICES</b>  Skilled Nursing Facility  Up to 120 days per Calendar Year  Private Duty Nursing	Deductible	Deductible & Coinsurance
Inpatient mental health & substance abuse	\$400 per admission				
Skilled nursing facility - up to 120 days per calendar year	\$400 per admission				
Rehabilitative services - up to 60 days per person per calendar year	No Copayment				
Outpatient surgery - in a hospital or surgi-center	\$175 per visit				

EMERGENCY CARE		Deductible & Coinsurance		Limited to \$15,000 per Plan Year	Deductible	Deductible & Coinsurance
Walk-in centers	\$30 per visit	Deductible & Coinsurance		Immunizations and Vaccinations for Travel	Deductible	Deductible & Coinsurance
Urgent care - at participating centers only	\$75	Not covered		Prescription drugs -	After Deductible:	
Emergency care - copayment waived if admitted	\$150	\$150		(when purchased from network pharmacy)		
Ambulance	No Charge	No Charge		Retail Pharmacy:		
<b>OTHER HEALTH CARE</b>				The maximum supply of a drug for which benefits will be provided when dispensed under any one prescription is a 30 day supply.	Tier 1: \$5 Tier 2: \$25 Tier 3: \$40 Tier 4: \$40	Deductible & Coinsurance per prescription
Outpatient rehabilitative services -30 visits each for PT, OT, ST and Chiro	\$30 per visit	Deductible & Coinsurance		Mail Order Prescription Drugs:		
Durable medical equipment / Prosthetic devices	\$250 Deductible Per Covered Per Year	\$250 Deductible Per Covered Per Year		The maximum supply of a drug for which benefits will be provided when dispensed under any one prescription is a 1-90 day supply.	Tier 1: \$5 Tier 2: \$50 Tier 3: \$80	Deductible & Coinsurance per prescription
Diabetic supplies & equipment	\$250 Deductible Per Covered Per Year	\$250 Deductible Per Covered Per Year				
Infertility service-Unlimited	Covered	Deductible & Coinsurance		Diabetic drugs and supplies	Deductible	Deductible & Coinsurance
Home health care	No Charge	Deductible & Coinsurance		Human Organ and Tissue Transplant	Deductible	Deductible & Coinsurance
<b>PHARMACY Retail 30 day supply Mail Order 90 days: 2 times Retail</b>				Unlimited Maximum Home health care	Deductible	Deductible & Coinsurance
Tier 1: Generic Drugs	\$5	Coinsurance		Nursing and therapeutic services limited to 200 visits per calendar year	Deductible	Deductible & Coinsurance
Tier 2: Listed Brand-Name Drugs	\$20	Coinsurance		Home health aide services limited to 80 visits that are (applicable to the 200 visits limit)	Deductible	Deductible & Coinsurance
Tier 3: Non-Listed Brand-Name Drugs	\$35	Coinsurance		In the Home Hospice Medical Social Services under the direction of a Physician Up to \$420	Deductible	Deductible & Coinsurance
Annual Maximum per Calendar Year	\$1,000	Coinsurance				
PS Sector 3 tier drug no edits						



**Century Preferred**  
 City of West Haven-ERS  
 001706-439

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

<b>COST SHARE PROVISIONS</b>	<b>In-Network Member pays:</b>	<b>Out-of-Network Member pays:</b>
Office Visit (OV) Copayment	\$25 per visit	Deductible & Coinsurance
Specialist(SV) Copayment	\$35 per visit	Deductible & Coinsurance
Hospital (HSP) Copayment	\$500	Deductible & Coinsurance
Urgent Care (UR) Copayment	\$75	Not Covered
Emergency Room (ER) Copayment – <i>waived if admitted</i>	\$150	\$150
Outpatient Surgery (OS) Copayment	\$200	Deductible & Coinsurance
Annual Deductible ( <i>individual/2-member family/3+ member family</i> )	Not applicable	\$300/600/900
Coinsurance		20% after deductible up to
Coinsurance Maximum ( <i>individual/2-member family/3+ member family</i> )		600/1200/1800
Cost Share Maximum ( <i>individual/2-member family/3+ member family</i> )		\$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 - <i>prior authorization required</i>	OV Copayment	
OB/GYN care	SV Copayment	
Maternity care -- <i>initial visit subject to copayment, no charge thereafter</i>	OV Copayment	
Diagnostic Lab, X-ray and Testing	No charge	
High-Cost Outpatient Diagnostic	No charge	
Allergy Services <i>Office visits/testing</i> <i>Injections—80 visits in 3 years</i>	SV Copayment No Copayment	

**HOSPITAL CARE – Prior authorization required**

Semi-private room ( <i>General/Medical/Surgical/Maternity</i> )	HSP Copayment	Deductible & Coinsurance
Inpatient Mental Health & Substance Abuse	HSP Copayment	
Skilled nursing facility – <i>up to 120 days per calendar year</i>	HSP Copayment	
Rehabilitative services – <i>up to 60 days per person per calendar year</i>	No charge	

Outpatient surgery – in a hospital or surgi-center	OS Copayment	
<b>EMERGENCY CARE</b>		
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
<b>OTHER HEALTH CARE</b>		
Outpatient rehabilitative services <i>30 visits per member per calendar year each- PT, OT, ST and CHIRO -Excess covered as out of network</i>	\$30 Copayment	Deductible & Coinsurance
Durable medical equipment / Prosthetic Devices <i>\$100 deductible Unlimited maximum per member calendar year</i>	\$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**

<p><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+</p>
--

<p><b>Adult Exams</b>  1 exam every year 22+</p>
--

<p><b>Mammography</b></p> <ul style="list-style-type: none"> <li>◆ 1 baseline screening, ages 35-39</li> <li>◆ 1 screening per year, ages 40+</li> <li>◆ Additional exams when medically necessary</li> </ul>
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<p><b>Vision Exams:</b> 1 exam every calendar year</p>
<p><b>Hearing Exams:</b> 1 exam every 2 calendar years</p>
<p><b>OB/GYN Exams:</b> 1 exam per calendar year</p>

**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 providers 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.

**CENTURY PREFERRED  
MANAGED RX, 3 TIER**  
*Benefits at a Glance*

**\$5 COPAYMENT GENERIC DRUGS**  
**\$20 COPAYMENT LISTED BRAND-NAME DRUGS**  
**\$35 COPAYMENT NON-LISTED BRAND-NAME DRUGS**  
*\$1,000 Annual Maximum*

**How To Use 3-Tier Managed Rx**

3-Tier Managed Rx has three different levels (or "tiers") of copayments, depending on the type of prescription drug you purchase (see the chart below for details). Your copayments will be lower when you use generic or brand-name medications that are on our list of preferred prescription drugs. The medications on this list are selected for their quality, safety and cost-effectiveness. You'll still have coverage brand-name drugs that are not on the list, but your copayment will be higher.

Talk to your provider about using generic drugs or listed brand-name drugs. It's a simple way to save out-of-pocket expenses.

**Copayments and Day Supplies**

- You will be responsible for one copayment when purchasing a 30-day supply of prescription drugs from a retail pharmacy.
- You'll be responsible for two copayments when purchasing a 30-day to 90-day supply of maintenance drugs through the voluntary mail-service program (see chart for details).

**Generic Drugs Have the Lowest Copayment**

		<i>Your copayment:</i>
<b>Tier 1: Generic drugs</b>	The term "generic" refers to a prescription drug that is not protected by a trademark. It is required to meet the same bioequivalency test as the original brand-name drug. Tier 1 copayment applies.	\$5
<b>Tier 2: Listed brand-name drugs</b>	The term "listed brand-name" refers to a brand-name prescription drug that is on Anthem Blue Cross and Blue Shield's list of preferred prescription drugs. Tier 2 copayment applies.	\$20
<b>Tier 3: Non-listed brand-name drugs</b>	The term "non-listed brand-name" refers to a brand-name prescription drug that is not on Anthem Blue Cross and Blue Shield's list of preferred prescription drugs. Tier 3 copayment applies.	\$35
<b>Mail Service</b>	Two copayment(s) per 30-90 day supply	\$10/40/70
<b>Annual Maximum</b>	Per member per calendar year	\$1,000

### **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.*





To: Municipal Accountability Review Board  
From : Michael A. Milone, OPM/MARB Liaison  
Subject: State Partnership Plan Transition-Status Report

The transition of five of the City's bargaining union members and non-union management employees will be implemented on Jan. 1, 2020. This week, the staff from the Partnership Plan, in collaboration with the City's Human Resources staff, completed the last phase of the information/orientation sessions for all interested employees. Also, new benefit cards have begun to be transmitted to the enrollees.

The process has gone relatively smoothly but within the last couple of days the Police Union has refused the City's recent bargaining union contract offer, which included the change in benefit coverage to the State Plan. This negotiation impasse will now likely go to arbitration, but it will not delay the change in coverage for these union members. These coverage changes have already been processed and Labor Attorney Chris Hodgson has directed us to proceed as his opinion is that the existing Police union contract allows this benefit change under the contract conditions which he feels the City meets with this benefit plan. At next week's meeting I will provide the status of the Memorandums of Understanding that have either been signed or are about to be signed by the other bargaining unions.

A few other developments of note relate to Anthem's coverage of the remaining City and BOE employees and retirees who are currently not included in this transition. Initially and as I mentioned at the most recent MARB meeting, Anthem was considering increasing their rates on Jan. 1 for those remaining

individuals not moving to the State plan. Anthem has since decided that the rates will not be changed mid-year. However they did convey to the City's benefit consultants, Lockton, that should the BOE employees migrate to the State plan in July, 2020, Anthem will no longer cover those remaining City/BOE retirees who would likely not transition to the State plan at that time. Lockton has begun to research options for coverage for these groups and I will keep the MARB apprised of these developments.

At the MARB January meeting I will update the Board on the estimated savings associated with this change. In order to facilitate this change, the Human Resources Dept. had to review the coverage status of all eligible enrollees. As a result, the number of covered employees and the level of their coverage has likely changed somewhat from the enrollment numbers we used in July when estimating the savings for this change. I will have this updated information identified by bargaining unit and reflect the numbers used in July and December. While this estimated savings is only for one-half of the fiscal year I will also attempt to estimate the F.Y. '21 savings if I can obtain the preliminary July 20 rates from Anthem and the Partnership Plan.

I will be attending the Subcommittee meeting on Dec. 17, 2019 should you have any additional questions.