

**City of New Haven**



**EXECUTIVE MANAGEMENT AND CONFIDENTIAL EMPLOYEES**

**PERSONNEL AND PROCEDURES MANUAL**

**Effective 12/27/11**



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## **Article 1 - Preamble**

This Manual has been prepared as a convenient guide and reference for all Executive Management and Confidential Employees (as defined in Article 4) to answer their questions regarding the employee benefit plans offered by the City of New Haven. In addition, certain provisions of Article 18 (Pension) apply to elected officials. This Manual supersedes any previous Manuals or statements about benefits. The Human Resources Department is responsible for the general administration of the Manual.

The following provisions are guidelines only and are not to be construed as an express or implied contract of employment, a promise of employment for any specified time, or a guarantee of benefits or working conditions between any employee and the City. The City expressly reserves the right to change, delete, suspend or discontinue any part or parts of this Manual or any benefit at any time, and any such action should apply to existing as well as future employees, except as prohibited by law.

Unless expressly restricted by the Charter, ordinance, the Civil Service Rules or another City policy or procedure in writing or other applicable law, the City follows an “employment at will” policy, meaning that an employee or the City may terminate the employment relationship at any time, for any reason. In addition, no manager, supervisor or any other person at the City has the authority to make a commitment of guaranteed or continued employment to you and no other City publication should be understood to make such guarantee. Only the Mayor of the City may enter into contracts of employment with employees and may do so only in a written document that states specifically and unequivocally that the Mayor enters a contract of employment with the employee.

## **Article 2 - Scope of Coverage**

This Manual is specifically designed to set forth personnel policies applicable to employees of the City of New Haven whose employment are not governed by a collective bargaining agreement or who are party to a written employment contract. Unless otherwise provided herein, temporary, seasonal, contract (including Board of Education’s Administrators), or part-time employees are not eligible for the benefits provided herein. Furthermore, the terms of the Manual are subject to the provisions of other City policies and procedures, unless expressly superseded by the terms of this Manual.

## **Article 3 - Amendments**

Any amendments to this Manual may be initiated by the Chief Administrative Officer or their designee and are effective upon approval by the Board of Aldersmen.

The determination as to eligibility for coverage under this Manual shall be made by the ~~Director of Organizational Development~~ Personnel Director or their designee at the time of initial appointment. Nothing set forth in this Manual shall be construed to preclude the Retirement Board of the City Employees Retirement Fund and the Pension Board of the Policemen and Firemen’s Pension Fund from fulfilling their fiduciary duties. Job titles can be added at the discretion of the ~~Director of Organizational Development~~ Personnel Director. In the event that the position of ~~Director of Organizational Development~~ Personnel Director is not filled, the ~~Director of Labor Relations~~ [SM1][MG2] and the ~~Director of Human Resources~~ Manager of Human Resources and

| Benefits or

their successor in title shall assume the responsibilities otherwise designated for the ~~Director of Organizational Development~~ personnel director.

#### **Article 4 - Definitions**

- (A) Confidential Employees shall mean non-bargaining unit employees, who are not a Department Head or a Coordinator, and who are regularly scheduled to work at least 35 hours per week.
- (B) Contract Employees shall mean non-bargaining unit employees hired pursuant to a specific employment contract related to a particular project for a specified period of time.
- (C) ~~Coordinator shall mean any of the four coordinators~~ [SM3] [BM4] ~~for which the Mayor has the authority to appoint pursuant to Article V, Section II of the Charter for the City of New Haven. In accordance with the Article III, Section 2 (2)., To appoint as employees of the City, except as otherwise provided by this Charter, up to four (4) Coordinators, as set forth herein, and such Department Heads (and other officials as set forth in Article VI of this Charter) as may be designated by this Charter, Ordinance or other Law, subject to the provisions of Article VII 156. Said coordinators shall have professional qualifications in such fields as, but not limited to, community development, human services, public administration and public finance, to aid the Mayor in the carrying out of said Mayor's duties as chief executive and administrative officer of the City 157. Said qualifications shall be prepared in accordance with nationally accepted professional standards and best practices in the applicable field and shall be updated prior to the appointment of such Coordinator 158.~~
- (D) Department Head shall mean those positions listed in either the relevant sections of the Charter or Ordinances of the City of New Haven.
- (E) Executive Management shall mean any non-bargaining unit employee appointed by the Mayor to a full-time, general funded position, who is regularly scheduled to work at least 35 hours per week, and who is employed in the capacity of Department Head or Coordinator.
- (F) Exempt Employees shall mean those employees who are exempt from the coverage of the Fair Labor Standards Act (F.L.S.A.) and any applicable wage and hour state laws due to their salary and job duties. Exempt employees are paid a fixed salary that is intended to cover all of the compensation to which they are entitled.
- (G) General Fund Employees shall mean employees whose compensation is paid out of the General Fund of the City of New Haven.
- (H) Non-Exempt Employees shall mean those employees who are covered by the provisions of the Federal Fair Labor Standards Act (F.L.S.A.) and/or any applicable wage and hour state laws. Overtime compensation will be paid to non-exempt employees as required by law.
- (I) Non-General Fund Employees shall mean employees whose compensation is not paid out of the General Fund of the City of New Haven.
- (J) Vacation Year shall mean the period January 1 through December 31.

#### **Article 5 - Work Schedules**

Each employee shall be assigned a regular work week by the appointing authority, which may be modified based upon the operational needs of the Department. Employees will be notified at least two weeks in advance of changes in their regular workweek, except where extraordinary conditions require otherwise. The number of hours in the workweek shall be established and regulated by the Mayor.



## **Article 6 - Overtime**

Overtime for purposes of this Manual is defined as all hours actually worked in excess of 40 in the work week. As required by law, Non-Exempt Employees are entitled to overtime. Exempt employees are not eligible for overtime pay. Overtime shall be paid at the rate of time and one-half the regular hourly rate of pay for all hours actually worked in the excess of forty (40).

Overtime pay under this provision must be authorized in advance by the Department Head or their designee. Employees who work overtime which is not authorized shall be subject to discipline.

## **Article 7 - Vacations**

Full-time employees shall earn twenty (20) vacation days per year that shall be credited to each employee on the payroll as of December 31 of the previous year. Any employee hired on or after January 1 of a given year shall accrue vacation at the rate of one and two-thirds (1 & 2/3) days per month for each full month of service for their first calendar year of employment. Any employee who has twenty or more years of continuous service shall receive five (5) weeks of vacation per year. For Chiefs or Assistant Chiefs of the Sworn Services who are promoted into the rank and who have been members of the bargaining unit prior to promotion into either the Chief or Assistant Chief position, shall receive the same vacation as provided to the bargaining unit from which they were promoted.

No employee shall be permitted to carry over the succeeding calendar year more than forty (40) days vacation. Employees who retire or otherwise leave the employ of the City in good standing shall be paid for their vacation time not used to a maximum of forty (40) days upon separation of employment. Certain exceptions to this section may apply to an employee who has been approved for a vacation carryover.

## **Article 8 - Sick Leave**

Employees covered by this Manual shall earn and accrue sick leave at the rate of one and one-quarter (1 & 1/4) days per month of service. Credit for a full month will be given in any month an employee works or is on an approved leave with pay for at least ten working days.[SM5]

Sick leave must be authorized and approved by the Department Head. Department Heads must get approval for sick leave from their Coordinator.

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

Employees hired before November 15, 1991 who leave City service in good standing shall be paid for all sick leaves accumulated to a maximum of 120 days, at the rate of pay in effect at the time of retirement.

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

## **Article 9 - Personal Days**

All covered employees shall be entitled to ~~two (2)~~ three (3) days per fiscal year

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

Employees shall be allowed to carry over personal days from one fiscal year to another. However, employees shall not be allowed to have more than four (4) days on the books at any given time. Any Ppersonal days (excluding those earned in accordance with Article 8, exceeding a total of four (4) as of July 1, not taken by June 30 of any year shall be forfeited. Personal days shall not be paid out upon termination of employment.

## **Article 10 - Holidays**

Employees covered by this manual shall receive ~~twelvethirteen~~ (~~12~~13) paid holidays per year. The eleven (~~12~~13) holidays, which will be celebrated on the dates prescribed by law, are (1) New Year's Day; (2) Martin Luther King's Birthday; (3) Presidents' Day; (4) Good Friday; (5) Memorial Day; (6) Juneteenth (~~6~~7) Independence Day; (~~7~~8) Labor Day; (~~8~~9) ColumbusItalian Heritage Day; (~~9~~10) Veteran's Day; (~~10~~11) Thanksgiving Day; and (~~11~~12) Christmas Day. In addition, employees shall receive one (1) floater holiday for use at the employee's discretion.

The normal method of compensation for holidays shall be to receive the day off with pay. If the operational requirements of a department are such that a non-exempt employee is required to work on the day of the holiday, in addition to receiving holiday pay as described above, the employee shall be paid on an overtime basis at time and a half for all hours worked on a holiday.

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

## **Article 11 - Leaves of Absence**

### **(A) Bereavement Leave**

When there is a death in an employee's immediate family, the employee may be absent from work for not more than five (5) consecutive calendar days immediately following the date of death. If any of the days are regularly scheduled work days the employee shall receive their normal pay, notwithstanding the absence from work.

Immediate family shall include spouse, domestic partner, parent, grandparent, mother-in-law, father-in-law, child, grandchild, brother, sister, or other person who resides with the employee.

Employees may take leave to attend funerals for close relatives related by blood or marriage

as follows:

- (a) When the funeral is held within the New Haven area, one (1) day's leave will be granted;

- (b) When the location of the funeral is more than 50 miles away from the City of New Haven, two (2) days will be granted.

(B) Jury Duty Leave

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

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

(C) Personal Leave

Unpaid personal leave may only be obtained from the appointing authority.

(D) Other Leaves

Covered employees shall be eligible for any other leave time which is provided to all employees by other City policies including but not limited to, the City's Family and Medical Leave Act ("FMLA") Policy.

## **Article 12 - Health Benefits**

All employees covered under this Manual shall be eligible for City-provided medical benefits ~~at the~~ on the first of the month following 60 days from hire date. ~~[SM6][BM7] completions of their ninety (90) days Probationary Period (as defined in Article 15).~~

The Police Chief and Assistant Police Chief(s), who are non-bargaining unit Sworn personnel, shall receive the same health benefits for themselves and their enrolled dependents as are afforded to active and retired members of the New Haven Police Union, ~~Local 530, Council 15, AFSCME, AFL-CIO~~ Elm City Local, CACP, as provided in the existing collective bargaining contract with the City.

The Fire Chief and Assistant Fire Chief(s), who are non-bargaining unit Sworn personnel, shall receive the same Health benefits for themselves as their enrolled dependents as are afforded to active and retired members of the New Haven Firefighters Union, Local 825, IAFF, AFL-CIO as provided in the existing collective bargaining contract with the City of New Haven.

All other employees covered under this manual shall receive the same Health benefits for themselves as their enrolled dependents as are afforded to active and retired members of the New Haven Management and Professional Management Union, Local 3144, Council 4, AFSCME, AFL-CIO as provided in the existing collective bargaining contract with the City of New Haven.

All participating employees shall have deducted from their pay an employee contribution toward the monthly cost of the health benefits package insurance premiums based upon monthly rates, as calculated annually by the Controller's office and approved by the Mayor.

### **Article 13 - Life Insurance**

In accordance with the designated insurance carrier's policy, a twenty thousand dollar (\$20,000.00) term life insurance policy is provided and paid for by the City for each full-time covered employee.

Full-time employees may purchase additional life insurance at the existing rate, which is subject to change. The policy premiums shall be paid by way of monthly payroll deductions. Such insurance may be purchased in an amount equal to one (1) two (2) or three (3) times the employee's annual salary, not to exceed \$100,000.00.

In addition to the above life insurance benefit, any employee covered under this Manual ~~who receives a salary of \$50,000.00 [SM8][BM9] or greater~~ shall receive a \$100,000.00 term life policy and a \$100,000.00 Accidental Death and Dismemberment Policy.

### **Article 14 - Disability Insurance**

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

### **Article 15 - Probationary Period**

Unless specified elsewhere, Confidential Employees shall be subject to an initial probationary period of 90 working days. An employee may be terminated at any time during the probationary period. Such discharge is without the right of appeal. Employees so terminated shall be notified in writing. Time spent in a temporary appointment shall not be credited toward the required ninety (90) day probationary period necessary for permanent appointment.

### **Article 16 - Grievance Procedure**

(A) Any employee covered by this manual, who believes he or she has been aggrieved by the application of the provisions of the Manual, must abide by the procedure defined in this Article for filing a grievance:

1. The employee shall write to the Director of Labor Relations, explaining the nature of the grievance.
2. Any such written submission shall identify the provision(s) of the Manual at issue and the basis for the employee believing that the provisions of the Manual have not been properly applied. The employee must include with this written submission any and all information in support of the grievance.

Following the completion of the employee's written submission, the Director of Labor Relations or [their](#) designee will meet with the grievant and will reply in writing to the grievance within thirty (30) days of such meeting. This written response will constitute the final disposition of

the matter.

## **Article 17 - Salaries**

The Human Resources Department shall maintain a list of all Confidential and Executive Management positions as well as the pay range for each position. The pay range shall be the pay range that is approved by the Board of Alder~~smen~~.

## **Article 18 – Pensions**

~~All Executive Management Employees, all Confidential Employees and all full time elected and appointed officials, who are currently members of the City Employees Retirement Fund (“CERF”) as of the date that this Manual becomes effective under Section 41 of the Charter of the City of New Haven (the “Effective Date”) shall continue to be members of CERF. In addition, all Confidential Employees hired on or before the Effective Date who are General Fund Employees and who are not Sworn Services employees shall be members of CERF. Moreover, any full time elected officials whose date of taking office occurs on or before the Effective Date shall be members of CERF. Additionally, any Confidential Employee who is a member of CERF and subsequently becomes an Executive Management Employee on or after the Effective Date shall remain a member of CERF. Notwithstanding the foregoing, or any other provision of this Article, any Executive Management or Confidential Employee who is receiving benefits from or eligible to participate in any other pension or retirement fund of the City or the State of Connecticut shall not be permitted to join CERF.~~

~~The provisions of the Articles of the Pension Agreement of the Management Contract for members of Local 3144 AFSCME, AFL-CIO (the “Articles”) shall apply to the Confidential Employees and Executive Management Employees who are members of CERF. Any amendments or modifications to the Articles shall apply to such employees as permitted by applicable law. Attached as Schedule A is the form of the Articles that was in effect as of June 20, 2010. To the extent that the provisions of the Articles conflict with the provisions of this Manual, including this Article 18, the provisions of this Manual will control.~~

~~Notwithstanding the foregoing, Schedule A, Article II, Section 6(e) of the Articles shall not apply to Executive Management and Confidential Employees who are members of CERF. Rather, any elected official whose period in office expires or elected official or appointed official (including Coordinators appointed pursuant to Article V, Section 11 of the Charter of the City of New Haven) whose service is terminated involuntarily, not due to malfeasance or misfeasance in office, or who resigns after completion of ten (10) years of Credited Service, shall subsequently receive, commencing upon the attainment of the age of sixty (60) or upon qualification for disability annuity or upon satisfying the eligibility requirements of Article II, Section 4(b) of the Articles as such Section 4(b) may be amended from time to time, an annuity for life equal to forty percent (40%) of the greater of (i) the last fiscal year budgeted salary or (ii) his or her average annual rate of pay averaged over those five (5) years of service producing the highest average, plus two percent (2%) of such average annual rate of pay for each full year of service in excess of ten (10) years, provided such annuity shall not exceed seventy percent (70%) of his or her average annual rate of pay averaged over those five (5) years of service producing the highest average.~~

~~All Executive Management Employees whose initial hire date into City service is on or after July 1, 2008, all Executive Management Employees and elected officials who are rehired into City service or in the case of elected officials assume office on or after the Effective Date who are not members~~

~~of CERF or members of the Policemen and Firemen's Pension Plan (the "P&F Plan") at the time of their rehire or assumption of elected office and all Confidential employees whose hire date or rehire date into City service is on or after the Effective Date and who are not members of CERF or P&F (aggregately the "New Hires") shall be covered by Social Security. In addition, for these employees, the City shall contribute 7.5% of their base pay into a defined contribution plan (the "DC Plan"). The DC Plan shall be established by the Director of Labor Relations in coordination with the Department of Finance, the Department of Human Resources, and the Department of Management and Budgets.~~

~~All Sworn Services (Police and Fire) employees who are members of the "P&F Plan" at the time of becoming Confidential Employees or Executive Management Employees may remain as members of the P&F Plan provided that they remain in a Sworn capacity (Police or Fire). Any Confidential Employee who is a Sworn Services Employee hired before the Effective Date shall be permitted to become a member of the P&F Plan. The provisions of the pension article of the collective bargaining agreement between the City and New Haven Police Union Local 530 and Council 15, AFSCME, AFL-CIO in effect on the Effective Date (the "Local 530 Agreement"), as such provisions may be amended from time to time and as permitted by law, shall apply to Executive Management and Confidential Employees members of the P&F Plan who are police employees. Notwithstanding the foregoing, Article 15, Section 1(W) of the Local 530 Agreement, which provides that Police employees "hired in or prior to 1990 who at the time of retirement have a four (4) year average that is not more than the employee's base salary, said employee's total annual earnings shall be the equivalent of the annual salary of an employee's holding the next higher rank to that held by the retiring employee prior to retirement," or language substantially similar thereto which may be included in any future collective bargaining agreement between the City and Local 530 shall not apply to the calculation of pension benefits under the P&F Plan of Executive Management and Confidential Employees who are Police employees. To the extent that the provisions of the 530 Agreement conflict with the provisions of this Manual, including this Article 18, the provisions of this Manual will control.~~

~~The provisions of the pension article of the collective bargaining agreement between the City and New Haven Fire Union, Local 825 International Association of Fire Fighters, AFL-CIO in effect on the Effective Date (the "Local 825 Agreement"), as such provisions may be amended from time to time and as permitted by law, shall apply to Executive Management and Confidential Employees members of the P&F Plan who are fire fighters. To the extent that the provisions of the 825 Agreement conflict with the provisions of this Manual, including this Article 18, the provisions of this Manual will control.~~

~~Alternatively, Sworn Services Executive Management and Confidential Employees who are eligible to participate in the P&F Plan may within thirty (30) days of becoming an Executive Management Employee or a Confidential Employee elect to be enrolled in the DC Plan and to be covered by Social Security. If such Executive Management Employee or Confidential Employee chooses to participate in the DC Plan rather than the P&F Plan, then the employee shall not be eligible for benefit payments under the P&F Plan until such time as the employee retires from City service, and time served while a participant in the DC Plan shall not count towards Credited Service for purposes of determining the retirement pension benefit payable to such employee under the P&F Plan. In addition, earnings received during the time of participation in the DC Plan shall not be taken into consideration for purposes of determining the retirement pension benefit payable to such Executive Management Employee or Confidential Employee under the P&F Plan.~~



~~The contribution rate of all Executive Management and Confidential Employees who are members of CERF shall be the higher of (i) the FICA rate or (ii) the contribution rate of CERF members of Local 3144. For Sworn Services Executive Management Employees and Confidential Employees who are participants of the P&F Plan, the contribution rate shall be the higher of (i) the FICA rate or (ii) the contribution rate contained in the appropriate collective bargaining agreement (Police or Fire at the time of the contribution).~~

~~Any Executive Management Employee or Confidential Employee who (1) has continuous City service since the date of his or her initial hire to the Election Period Termination Date (as defined below) but was not a member of CERF during a portion of the period when he or she was a General Fund Employee, (2) is employed by the City as a General Fund Employee on the date of his or her Election, (3) is not a Sworn Services employee on such date, and (4) in the case of an Executive Management Employee, was employed by the City on June 30, 2008, and in the case of a Confidential Employee, is employed by the City on June 30, 2011, shall be allowed to purchase pension credit for past General Fund service time up to the Maximum Period (as defined below).~~

~~An employee who wishes to join CERF and/or purchase past service credit under the terms set forth in this Article 18 shall notify the CERF Retirement Board of his her desire to join CERF and/or purchase past service credit and the period of time for which the employee wishes to purchase past service credit (the "Election Notice"). The Election Notice shall be in writing and received by the CERF Retirement Board no later than June 30, 2012 (the "Election Period Termination Date"). No employee shall be permitted to purchase past service credit in excess of the Maximum Period (ten (10) years of service credit subject to a downward adjustment as described below), except as set forth below.~~

~~The amount that an employee shall be required to pay to purchase past service credit shall be as follows (i) for the first two years of past service credit or any fraction thereof, the employee shall pay the amount of contributions that such employee would have made to CERF for that period of prior service plus Interest (as defined below); (ii) for the subsequent three years of past service credit or any fraction thereof that the employee wishes to purchase, the employee shall pay one and one-half (1 ½) times the amount of contributions such employee would have made to CERF for that period of prior service plus Interest; and (iii) for the subsequent five years of past service or any fraction thereof that an employee wishes to purchase (except to the extent that the Maximum Period is adjusted to less than ten (10) years as hereinafter provided), the employee shall pay twice the amount of contributions that the employee would have made to CERF for that period of prior service plus Interest. In the event that an employee wishes to purchase past service credit in excess of ten (10) years and/or in excess of the Maximum Period if the Maximum Period is less than ten (10) years (an "Excess Purchase"), then the CERF Retirement Board shall notify the employee of the pension liability to the City resulting from the Excess Purchase, and in addition to the amounts that the employee is required to pay to purchase his or her past service as described above, the employee shall pay the City's Pension Liability arising out of the Excess Purchase in order to make an Excess Purchase.~~

~~Subsequent to the Election Period Termination, the City shall determine (without consideration of any request to purchase past service credit in excess of ten (10) years), the total pension liability to the City resulting from all of the elections by eligible employees to join CERF and/or buyback past service credit under the provisions of this Article 18 (the "Total Pension Liability"). If the Total Pension Liability exceeds seventy-five thousand dollars (\$75,000), the CERF Retirement Board shall adjust the Maximum Period downward from ten (10) years of past service credit until the Total Pension Liability does not exceed seventy-five thousand dollars (\$75,000).~~

~~Interest on an employee's purchase of past service credit (including the City's pension liability arising out of an Excess Purchase, if applicable) shall be (i) 3% interest compounded annually on such sums if payment is to be made no later than 6 months after the Election Period Termination Date or (ii) Prime Rate plus 2% compounded annually on the amount of contributions, if the Purchase Amount is to be paid later than 6 months after the Election Period Termination Date. Prime Rate is the prime rate charged by CERF's custodian bank at the time of receipt of the Election Period Termination Date. The total amount that an employee shall pay to purchase past service credit under this Article 18 shall be paid by a lump sum contribution or in equal installments over a period not to exceed three years and may be paid by voluntary payroll deduction on a pre-tax basis or other arrangement approved by the CERF Retirement Board.~~

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

All Executive Management Employees, all Confidential Employees and all full-time Elected and Appointed Officials (other than members of Local 1303-464), who are members of the City Employees Retirement Fund ("CERF") may continue to be members of CERF. In addition, all members of CERF, including but not limited to retired and Conditional Members (as defined in the Articles), and who subsequently are appointed to Executive Management, Confidential Employee positions, Appointed Official positions or who are elected to full-time Elected Official positions may continue to be members of CERF, after their appointments or elections to such positions. ... Notwithstanding the foregoing, or any other provision of this Article, any Executive Management, Confidential Employee, Appointed Official, or Elected Official who is participating in or receiving benefits from any other pension or retirement fund of the City including but not limited to a member of the Policemen and Firemen's Pension Fund ("P&F"), shall not be permitted to join CERF upon being appointed to an Executive Management, Confidential Employee, or Appointed Official position or upon being elected to an Elected Official position, provided, however that an active employee who is a member of P&F may transfer his or her contributions from P&F to CERF, upon being appointed to an Executive, Confidential or Appointed Official position or upon being elected to a full-time Elected Official position pursuant to Article I, Section 12 of the Articles of the Pension Agreement of the Management Contract for members of Local 3144 AFSCME, AFL-CIO July 1, 2015-June 30, 2020-attached hereto as Schedule A (the "Articles") .

1. Applicable Pension Provisions for Executive Management, Confidential Employee, Appointed Official, and Elected Official Members of CERF
2. Except as set forth herein, the provisions of the Articles shall apply to Confidential Employees, Executive Management Employees, Appointed Officials and Elected Officials who are members of CERF under this Manual. Any amendments or modifications to the Articles shall apply to such employees as permitted by applicable law. To the extent that the provisions of the Articles conflict with the provisions of this Manual, including this Article 18, the provisions of this Manual will control.

1. Contributions by Executive Management,, Confidential Employee, Appointed Official, and Elected Official Members of CERF

The contribution rate of all Executive Management, Confidential Employees, Appointed Officials and Elected Officials who are members of CERF shall be the higher of (i) the FICA rate or (ii) the contribution rate of CERF members of Local 3144, at the time that such contributions are made..

2. Social Security and Section 457 Plan

1. All Executive Management, Confidential Employees, Appointed Officials, and Elected Officials who are not eligible to join CERF under this Manual shall be covered by Social Security. In addition, for these employees, the City shall contribute 7.5% of their base pay into a Section 457 defined contribution plan (the "Section 457 Plan").

2. Executive Management, Confidential Employees, Appointed Officials, and Elected Officials who are eligible to participate in CERF under this Manual, may within thirty (30) days of becoming an Executive Management Employee, a Confidential Employee, an Appointed Official or an Elected Official elect to be enrolled in the Section 457 Plan and to be covered by Social Security. If such Executive Management Employee, Confidential Employee, Appointed Official or Elected Official chooses to participate in the Section 457 Plan rather than CERF and is vested in the payment of benefits from CERF, then the employee shall not be eligible to receive benefit payments from CERF until such time as the employee retires from City service, and time served while a participant in the Section 457 Plan shall not count towards Credited Service for purposes of determining the retirement pension benefit payable to such employee from CERF. In addition, earnings received during the time of participation in the Section 457 Plan shall not be taken into consideration for purposes of determining the retirement pension benefit payable to such employee from CERF.

E. Withdrawal of Contributions

An Executive Management, Confidential Employee, Appointed Official or an Elected Official member of CERF shall not be permitted to withdraw his or her contributions to CERF until he or she terminates employment with the City.

F. Membership in P&F

All Executive Management and Confidential Employees in a Sworn Services capacity (Police and Fire) who are currently members of P&F may continue to be members of P&F. In addition all employees who are members of P&F at the time of becoming Confidential Employees or Executive Management Employees may remain as members of P&F provided that they remain in a Sworn Services capacity.. Any Executive Management or Confidential Employee in a Sworn Services capacity who is participating in or receiving benefits from any other pension or retirement fund of the City, including but not limited to a member CERF, shall not be permitted to join P&F upon being appointed as an Executive Management or Confidential Employee in a Sworn Services capacity. Provided, however that an active employee who is a member of CERF who becomes an Executive Management or a Confidential Employee in a Sworn Services capacity may transfer his or her contributions from CERF to P&F, upon such appointment as permitted by the applicable Police Contract or the Local 825 Agreement.

G. Applicable Pension Provisions for Executive Management and Confidential Employee Members of P&F

(1) Police Members The provisions of the pension article (Article 14) of the collective bargaining agreement between the City and New Haven Police Union Elm City, Local, CACP July 1, 2016-June 30, 2022(the "Police Contract") as such provisions may be amended from time to time and as permitted by law, shall apply to Executive Management and Confidential Employees members of the P&F Plan who are police employees. Notwithstanding the foregoing, Article 14, Section 1(W) of the Police Contract , which provides that Police employees "hired in or prior to 1990 who at the time of retirement have a four (4) year average that is not more than the employee's base salary, said employee's total annual earnings shall be the equivalent of the annual salary of an employee's holding the next higher rank to that held by the retiring employee prior

to retirement," or language substantially similar thereto which may be included in any future collective bargaining agreement between the City and Local CACP shall not apply to the calculation of pension benefits from P&F to Executive Management and Confidential Employees who are Police employees. Further, notwithstanding the provisions of Article 14, Section 1(I). Executive Management and Confidential Employees who are police employees shall be permitted to exchange their sick time for pension credits in accordance with the provisions of that section but shall not be counted in the cap of the 20 employees who are permitted to purchase such sick time. To the extent that the provisions of the Police Contract conflict with the provisions of this Manual, including this Article 18, the provisions of this Manual will control.

(2) Fire Members The provisions of the pension article (Article XXXII) of the collective bargaining agreement between the City and New Haven Fire Union, Local 825 International Association of Fire Fighters, AFL-CIO July 1, 2018-June 30, 2024 (the "Local 825 Agreement"), as such provisions may be amended from time to time and as permitted by law, shall apply to Executive Management and Confidential Employees members of P&F who are fire fighters. To the extent that the provisions of the Local 825 Agreement conflict with the provisions of this Manual, including this Article 18, the provisions of this Manual will control.

(H) Contributions by Sworn Services Executive Management and Confidential Employees

The contribution rate for Sworn Services Executive Management Employees and Confidential Employees who are members of P&F Plan shall be the higher of (i) the FICA rate or (ii) the contribution rate contained in the applicable collective bargaining agreement (Police or Fire) at the time of the contribution.

(I) Social Security and Section 457 Plan

1. Sworn Services Executive Management and Confidential Employees who are not eligible to join P&F members shall be covered by Social Security. In addition, the City shall contribute 7.5% of their base pay into the Section 457 Plan.
2. , Sworn Services Executive Management and Confidential Employees who are eligible to participate in P&F may within thirty (30) days of becoming an Executive Management Employee or a Confidential Employee elect to be enrolled in the Section 457 Plan and to be covered by Social Security. If such Executive Management Employee or Confidential Employee chooses to participate in the Section 457 Plan rather than P&F and has a vested benefit payable from P&F then the employee shall not be eligible for benefit payments from P&F until such time as the employee retires from City service, and time served while a participant in the Section 457 Plan shall not count towards Credited Service for purposes of determining the retirement pension benefit payable to such employee from P&F.. In addition, earnings received during the time of participation in the Section 457 Plan shall not be taken into consideration for purposes of determining the retirement pension benefit payable to such Executive Management Employee or Confidential Employee from P&F.an.).

J. Withdrawal of Contributions

A Sworn Services Executive Management or Confidential Employee member of P&F shall not be permitted to withdraw his or her contributions from P&F until he or she terminates employment with the City

(K) Illegal Conduct

Notwithstanding any language in this Article or any prior provisions of this Manual or any provisions of Schedule A or the Police Contract or the Local 825 Agreement, , any employee covered by this Manual who engages in illegal conduct performed while acting in the course and scope of his or her employment, and is terminated from employment by the City for such conduct, shall forfeit his or her rights to all pension and other retirement benefits and only be allowed to recover funds that said employee actually contributed to CERF or to the P&F Plan, as the case may be, plus an interest rate as determined by the applicable retirement board, to the extent permitted by law.

## **Article 19 – Key Employees**

In certain instances to enable the City to hire the preferred candidate and where the terms of this manual would otherwise prevent the City from hiring an appropriate candidate, the City may elect to enter into a written employment agreement to cover all benefits, salaries and working conditions. Such agreement shall be approved by the Board of Alder~~man~~.

#### **Article 20 Severability**

The provisions of this Manual shall be severable, and the illegality, invalidity or unenforceability of any provision hereof shall not affect the validity or impair the enforceability of any other provision of the Manual.

## **SCHEDULE A - Pension Provisions**

### **ARTICLE I--GENERAL INFORMATION**

#### **Section 1 - General Definitions**

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

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

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

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

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

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

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

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

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

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

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

#### **Section 2 - Retirement Fund; Assets, Administration**

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

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

The Treasurer of said City shall be the Treasurer of said Fund. The Retirement Board shall be the trustee thereof, and have full control and management of all its securities and assets, with power to



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

### **Section 3 - Retirement Board**

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

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

### **Section 4 - Payment by City**

The City of New Haven shall pay to the Retirement Board such amounts to fund the benefits provided by this Article as shall be determined by the Retirement Board based on sound actuarial principles. For each fiscal year the City's payments shall be a percentage of the estimated total

payroll of all participating members of the Retirement Fund. The City's payment shall also include the total administrative and other expenses of the Retirement Fund for each year.

#### **Section 5 - Annual Reports of Retirement Board**

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

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

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

#### **Section 7 - Limitations of Actions**

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

#### **Section 8 - Effect of Workers Compensation**

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

#### **Section 9 - Accounts & Reserves**

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

- (1) A reserve to cover future payments on retirement annuities granted due to age and service;
- (2) A reserve to cover future payments on annuities granted due to disability;
- (3) A reserve to cover future payments of benefits granted to survivors; and



- (4) The balance representing the remainder of the accumulated contributions made by the members and by the City, to be held as a reserve for benefits accruing in future years in accordance with the provisions of this plan.

### **Section 10 - Actuarial Valuation**

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

### **Section 11 - Membership Classification**

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

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

### **Section 12 - Optional Transfer of Pension Credits In Event A Member Changes To, Or From, Permanent Employment Covered by the Policemen and Firemen's Pension Fund**

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

### **Section 13 - Miscellaneous**

- (a) In the event the Fund merges or consolidates with, or there is a transfer of assets or liabilities to any other Plan or Trust, each member would (if the Fund then terminated) receive a benefit immediately after the merger, consolidation or transfer which is equal to or greater than the benefit he would have been entitled to receive immediately before the merger, consolidation or transfer (if the Fund had then terminated).
- (b) Participation under the Fund will not give any member any right or claim except to the extent such right is specifically fixed under the terms of the Fund and there are funds available therefor.
- (c) If the Fund is terminated or if there shall be a complete discontinuance of the contributions under the Fund, the assets held in the Fund available for payment after provision for payment of all expenses of final liquidation or termination shall be

allocated pursuant to the direction of the Board on the basis of actuarial valuations to the extent of the sufficiency of such assets for the purpose of providing retirement benefits determined by the Fund to have accrued under the Fund to the date of termination of the Fund. The allocation of the available assets in the Fund shall be in the manner and order described in the following paragraphs. If the amounts available shall be insufficient for a complete allocation in accordance with any paragraph, such amounts shall be allocated in a uniform manner to all persons in the group mentioned in such paragraph and no allocation shall be made under any subsequent paragraph.

- (1) First, toward the payment of that portion of a member's benefit earned to date derived from [their](#) contributions (after reduction for annuity payments), whether to the contributing members, their survivors or beneficiaries.
- (2) Second, an amount shall be allocated, which when added to the amount indicated in Paragraph 1, will be sufficient to provide retirement benefits to all persons who were receiving benefits on the date of termination of the Fund and members remaining in the employ of the City who have reached their normal retirement date.
- (3) Third, an amount shall be allocated, which when added to the amount indicated in Paragraph 1, will be sufficient to provide retirement benefits for members still in the service of the City who were eligible to retire on an early retirement date.
- (4) Fourth, an amount shall be allocated, which when added to the amount indicated in Paragraph 1, will be sufficient to provide benefits earned to date by those members who have earned 10 years Credited Service (but are not identified in Paragraphs 2 or 3).
- (5) Fifth, amounts then remaining shall be allocated to provide benefits for all members not provided for above.

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

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

### **Section 1 - Definitions**

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

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

### **Section 2 - Determination of Contributions of Participating Members**

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

### **Section 3 - Provision for Refund of Contributions or Deferred Pensions for Members Withdrawing From Service; Provision for Refund of Contributions upon Death of Member with No Qualified Survivors; Recovery from Disability**

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

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

In the event of a member's or a conditional member's death, the Retirement Board shall pay to [their](#) beneficiary, or to [their](#) estate if no named beneficiary is surviving, an amount equal to the excess, if

| any, of [their](#) total contributions over the total of any annuity payments made to [them](#).

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

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

#### **Section 4 - Eligibility for Retirement**

- (a) Any member who has completed ten (10) years of Credited Service for the City shall be eligible for retirement according to the provisions of this Article at the age of sixty five (65) years (sixty [60] years if he became a participating member before July 1, 1974).
- (b) After June 30, 1980 any member the sum of whose age and years of Credited Service for the City equals or exceeds eighty (80) shall be eligible for retirement according to the provisions of this Article.
- (c) Any member who has completed ten (10) years of Credited Service for the City shall be eligible for retirement on account of disability according to the provisions of Section 5.
- (d) "Credited Service" for the purposes of this Article, shall mean that number of full and fractional years (calculated on a daily basis) with respect to which a member's pay is reduced by the amounts provided in Section 2.
- (e) Notwithstanding anything contained herein to the contrary, in the event a member separates from the City's service and receives a refund of [their](#) contributions pursuant to Section 3, the member's Credited Service shall include only those full and fractional years (calculated on a daily basis) occurring after the latest such refund, with respect to which the member's pay is reduced by the amounts provided in Section 2, unless:
  - (1) The member, within six (6) months of [their](#) return to the City's service, requests a reinstatement of [their](#) Prior Credited Service, if any;
  - (2) The members Prior Credited Service calculated as of the date of the latest refund exceeds the number of full and fractional years (calculated on a daily basis) falling between the date the member last separated from the City's service and the date first following such separation on which the member contributed to the Fund pursuant to Section 2;
  - (3) The member repays the latest refund together with three percent (3%) interest compounded annually; and

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

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

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

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

### **Section 5 - Disability Annuities**

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

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

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

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

### **Section 6 - Retirement and Disability Benefits**

- (a) For employees retiring by reason of age and service, the Retirement Board shall pay to each eligible member an annuity for life in an amount determined as two percent (2%) of the member's average annual rate of pay averaged over those five (5) years of service producing the highest average, for each year (or fraction) of Credited Service; provided

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



- (e) Any elected official whose period in office expires or elected official or appointed official whose service is terminated involuntarily, not due to malfeasance or misfeasance in office, or who resigns after completion of ten (10) years of service and upon attainment of the age of forty five (45) shall subsequently receive, commencing upon the attainment of the age of sixty (60) or upon qualification for disability annuity according to the provisions of this Article, an annuity for life equal to forty percent (40%) of [their](#) average annual rate of pay averaged over those five (5) years of service producing the highest average, plus two percent (2%) of such average annual rate of pay for each full year of service in excess of ten (10) years, provided such annuity shall not exceed seventy percent (70%) of [their](#) average annual rate of pay averaged over those five (5) years of service producing the highest average.
- (f) Any member who is not eligible to receive a normal retirement or disability benefit under the provisions of this Section and who, after reaching the age of fifty five years and being a member of the Retirement Fund at the time, and after at least fifteen (15) years of Credited Service, is obligated to retire involuntarily from such service, which involuntary retirement is not due to malfeasance or misfeasance in office, shall receive an annual retirement benefit equal to forty percent (40%) of [their](#) average annual rate of pay averaged over those five (5) years of service producing the highest average, plus two percent (2%) of [their](#) average annual rate of pay averaged over those five (5) years of [their](#) service producing the highest average, for each full or fractional year of Credited Service in excess of fifteen (15) years but in no event more than fifty percent (50%) of [their](#) average annual rate of pay for said five (5) years of [their](#) service. This provision shall apply to any person retired on or after July 1, 1997, provided such person makes written application to the Retirement Board within one year after such involuntary retirement.
- (g) Early retirement option: Any (i) active member, or (ii) conditional member having ten (10) or more years of Credited Service, or (iii) member whose disability benefits are terminated by reason of [their](#) recovery, may elect early retirement on any date which is ten (10) or fewer years prior to the date on which he would first become eligible for normal retirement as prescribed in subsections (a) or (b) of Section 4, or subsection (e) of this section 6, in the case of an active member; or would have become eligible for normal retirement as prescribed in subsection (a) of Section 4 in all other situations covered by this Section had he remained in the City's employ. In such event [their](#) annuity, as determined by subsection (a) of this Section or Section 3, as the case may be, shall be reduced in amount by two (2%) percent for each full year by which [their](#) early retirement date precedes the earliest eligibility date for normal retirement as prescribed in subsections (a) or (b) of Section 4, in the case of an active member, or subsection (a) of Section 4 in all other situations covered by this Section, with a further proportionate reduction for any fraction of a year.

## **Section 7 - Additional Conditions for All Disability Annuities**

Any disability annuity which is approved by the Retirement Board shall be subject to adjustment on account of the member's earnings from employment or self-employment of any kind, and [their](#) pension shall be discontinued unless he files with the Retirement Board annually before



April 30th, a sworn statement of such earnings for the preceding calendar year as shown in [their](#) federal income tax return. The reduction in [their](#) disability annuity shall equal fifty (50%) percent of

any excess of [their](#) earnings in the preceding calendar year over six thousand eight hundred dollars (\$6,800.00), but in no event shall such reduction exceed the amount of disability annuity paid for the period during which such excess earnings were earned. Such deduction shall be spread evenly over twelve (12) months, starting with the payment due on April 30th. No such adjustments for earnings shall be made after the disabled member attains the age of sixty--five. For any one of these members whose period of credited membership shall have commenced after [their](#) fortieth birthday, the amount payable as a disability annuity (before adjustment for earnings) shall be limited to a percentage of [their](#) annual rate of pay at the time of disability; this percentage is to be determined by multiplying two percent (2%) by the number of years of membership which he could have accumulated up to [their](#) sixty fifth birthday if he were able to continue [their](#) employment for the City until that date.

## **Section 8 - Survivorship Benefits**

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

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

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

- (b) "Average Annual Pay" as used in computing survivorship benefits shall mean the average annual rate of pay received by the deceased member averaged over those five (5) years of service producing the highest average, or the duration of such service if less than five (5) years, subject to a maximum of sixteen thousand and eight hundred dollars (\$16,800.00) for such average annual pay.
- (c) Upon the death of a member who has completed ten (10) years of Credited Service for the City or who has qualified for a disability annuity or a retirement benefit by reason of age and service, a minimum monthly benefit will be paid to [their](#) qualified survivors if greater than the amount determined from the benefit table above. Said minimum monthly benefit shall be equal to fifty percent (50%) of the amount of the monthly annuity to which the member would have been entitled if he had been permanently disabled on the date of [their](#) death, or fifty percent (50%) of the amount of [their](#) actual monthly annuity in

the case of a member who has been receiving retirement or disability benefits from the Fund.

- (d) In order to qualify for benefits under this Section a widow or widower must have been married to the deceased member at the time of [their](#) death and if such member had been retired due to age and service or disability must have been married to [them](#) at the time of retirement. Proof of dates of birth of the children must be submitted before payments of benefits under this Section.
- (e) These benefits in Section 8 shall no longer apply should such widow or widower remarry. In such cases he shall receive only such benefits as are payable to [their](#) children alone.
- (f) Effective July 1, 1986, any employee who dies while still employed, the widow benefit shall be calculated by treating said deceased employee as if they had retired on the date of death and then giving the widow or widower 50% of what the pension would have been.

### **Section 9 - Requirements for Participation**

- (a) Any person who becomes an eligible employee of the City shall be allowed to participate in the Retirement Fund.
- (b) Each eligible employee shall, upon entering service, submit to such medical examinations as the Retirement Board shall by regulation or by law provide in order to determine whether the eligible employee is then permanently disabled from performing duties of the nature required by [their](#) job and for use by the Retirement Board in evaluating future claims for disability. In the event any such employee refuses to submit to any such medical examination he shall bear the burden of proving by clear and convincing evidence that he is entitled to a disability benefit.

### **Section 10 - Benefits for Periods of Military Service**

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

### **Section 11 - Preservation of Benefits Paid Under Previous Acts**

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

## **Section 12 - Future Cost-Of-Living Adjustments**

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



### Executive Management & Confidential Pay Plan

Effective July 1, 2024, and each ~~subsequent~~~~preceding~~ fiscal year, members that are governed by the executive management and confidential employees handbook will receive the minimum ~~the same~~ general wage increase percentage as set forth in the most recent Supervisory and Professional employees union currently represented by AFSCME Local 3144.

Effective July 1, 2024, and each ~~subsequent~~~~preceding~~ [BM10]- fiscal year, the salary ranges as set forth in this manual shall increase by the same ~~the minimum~~ general wage increase percentage as set forth in the most recent Supervisory and Professional employees union currently represented by AFSCME Local 3144. [SM11][BM12][BM13]

### **Executive Management & Confidential Pay Plan**

Range	Minimum	Maximum
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#### **~~EXEMPT POSITIONS~~**

<del>E9</del>	<del>\$73,560</del>	<del>\$132,920</del>
<del>E8</del>	<del>\$72,268</del>	<del>\$125,426</del>
<del>E7</del>	<del>\$68,208</del>	<del>\$116,799</del>
<del>E6</del>	<del>\$63,800</del>	<del>\$111,426</del>
<del>E5</del>	<del>\$60,668</del>	<del>\$105,063</del>
<del>E4</del>	<del>\$57,188</del>	<del>\$99,124</del>
<del>E3</del>	<del>\$53,940</del>	<del>\$93,468</del>
<del>E2</del>	<del>\$50,924</del>	<del>\$88,094</del>
<del>E1</del>	<del>\$48,024</del>	<del>\$83,145</del>

<del>NE3</del>	<del>\$47,560</del>	<del>\$70,778</del>
<del>NE2</del>	<del>\$33,640</del>	<del>\$47,954</del>
<del>NE1</del>	<del>\$29,000</del>	<del>\$41,806</del>

<del>KEY</del>	<del>\$100,000</del>	<del>\$169,600</del>
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<u>Range</u>	<u>Minimum</u>	<u>Maximum</u>
<u>Key Employee</u>	<u>116,750</u>	<u>198,008</u>
<u>E10</u>	<u>105,000</u>	<u>165,000</u>
<u>E9</u>	<u>85,881</u>	<u>155,184</u>
<u>E8</u>	<u>84,373</u>	<u>146,435</u>
<u>E7</u>	<u>79,633</u>	<u>136,363</u>
<u>E6</u>	<u>74,487</u>	<u>130,090</u>
<u>E5</u>	<u>70,830</u>	<u>122,661</u>
<u>E4</u>	<u>66,767</u>	<u>115,727</u>
<u>E3</u>	<u>62,975</u>	<u>109,124</u>

<u>E2</u>	<u>59,454</u>	<u>102,850</u>
<u>E1</u>	<u>56,068</u>	<u>97,072</u>
<u>NE3</u>	<u>55,526</u>	<u>82,633</u>
<u>NE2</u>	<u>39,275</u>	<u>55,986</u>
<u>NE1</u>	<u>33,858</u>	<u>48,809</u>





