

CITY'S OF NEW HAVEN
AND
LOCAL 3144 AFSCME COUNCIL 4
TENTATIVE AGREEMENT 3/29/23

Article 1, Section 1 TA 3/29/23

Effective upon approval of this collective bargaining agreement, the following positions: The positions classified as Deputy to the Coordinators shall be removed from the bargaining unit, including but not limited to Deputy Chief Administrative Officer, Deputy Community Services Administrator, and Deputy Economic Development. Effective upon the earlier date of either the incumbent Deputy Director of Public Safety Communications no longer occupying the position due to discharge, retirement or death, or a change in the City of New Haven Charter, Title I, Article II, Section 12, such that residency is no longer a requirement for the position of Public Safety Communications, Deputy Director, the position of Public Safety Communications, Deputy Director shall be removed from the bargaining unit.

City's #2 Article 5-Emergency Operations

Hours of Work, Section 2, TA with union's proposal that defines emergency as follows:

The following provisions will be operative when the MYOR OR Chief Administrative Officer declares that an emergency situations exists due to weather-related emergency (e.g., snow storm, ice storm, hurricane, tornado, etc) or disastrous event (e.g. public health pandemic, bombing, etc.) or other natural disaster or emergency situation.

City's #3- Article 6, Overtime, TA on Overtime 12/15/22. No agreement on all Deputies, so no agreement to allow R8, R9 to get comp time.

City's#4 Withdrawn

City's#5, Article 9, Holidays, TA Union's #11 Additional Juneteenth holiday.

City#6 Withdrawn

City #7, Article 11, Leave of Absence, TA with—Referred to HR

City #8, Article 12, Health Insurance TA 3/2/23 Prescription coverage shall be provided under the Essential Formulary as described under each respective plan Attached. The Specialty Accumulation Rules and Cost Relief Program shall apply.

Employees electing the PPO shall pay the full buy-up from the HDHP plan cost for employees.

Employee cost share for the HDHP/HSA shall be as follows:

July 1, 2022	12% 40-60K 13.5% 61-80K 15% 81K+
July 1, 2023	1% higher
July 1, 2024	1% higher
July 1, 2025	1% higher

Employer shall contribute **65%** of the deductible for new enrollees during the first year only, following ratification. After the first year, the employer contribution will be set at 50% of the deductible.

Eligible employees who retire on or after ratification and approval of this agreement shall contribute, through a monthly deduction, the same percentage of the medical insurance premiums for insurance coverage for himself or herself and his/her eligible dependents as was paid by that retiree in his/her last year of employment with the City.

Spouses of new hires after the ratification of this agreement are not covered under the retiree medical plan.

Such coverage shall be provided for current employees only and spouse until such time as the retiree reaches the age of 65, then are converted to Medicare Supplemental plan offered by the city until age 70, with retiree paying the same cost share as active employees. Re-enrollment will be required the same as active employees.

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

City's #9. City will withdraw proposal. Longevity remains in BU.

City's #10. Article 15, Emergency Procedures, TA 12/15/22

- Agreement on List of Essential Workers distributed by 1/31
- Agreement on Essential Worker
- Agreement on Union's definition of Emergency: "Employees who continue to perform their normal work assignments during an emergency shall receive additional compensation for hours worked. Said compensation shall be at the rate of time and one half the employee's regular rate."
- B-1 Withdrawn-Current language 11/16/22
- B-2 contingent on City#1 & #3 accepted- OT eligibility. **Rejected** 3/29/23-No agreement on all Deputies.

NO AGREEMENT ON ALL DEPUTIES OUT OF THE BU, THEREFORE NO AGREEMENT ON R8&R9 ELIGIBLE FOR COMP TIME. OT eligibility for R7 AND BELOW ONLY

City#11 & #12 Withdrawn

City#13 Article 25, Union Business, TA 3/2/23. Conference dates by January 31st. Union conference dates are: AFL in September, Council 4 in April, International in July.—TA 3/2/23

City#14 Article 28, Miscellaneous, TA 3/2/23 TT&P Procedures; Meal allowance \$14 consistent with current language. If employee works a second 8-hour shift within 24 hours with no break between shifts, a second meal allowance shall be paid.

Re-class procedure: all re-class requests sent to LR- due diligence to be completed within 60 days (or extension of time), incl Dept, HR, Budget & Mgmt, with approval/denial - upgrade to higher classification with back pay from date additional duties were added. TA 3/2/23.

Pay Differential: Pay Differential for performing duties of a higher classification increases to \$4.00 an hour from \$3.00 an hour TA 3/29/23

This replaces the current Pay Differential MOU dated September 13, 2006

City#15-ALL MOUs Reviewed, removed, and added to the contract. TA 3/29/23

City#16 Withdrawn

City#17 TA 12/15/22 60th Birthday Pension Opt-out comply with law

City#18 TA 12/15/22 Janus Language

City#19 Withdrawn

City#20 D/Deposit with exceptions-Union to provide list. TA 3/2/22

City#21 Withdrawn

City#22 Withdrawn

City#23 TA 3/29/23

City#24 Withdrawn

City#25 TA 12/15/22

City#26 Withdrawn

City#26A Withdrawn

City#27- with Early Retirement factor 3%, OPEB contribution 1.25%. TA 3/2/23

City#28 Withdrawn

City #29 Withdrawn

City#30 Library vacation pick. TA 12/15/22

City#31 IT Public Safety Support. The City shall provide a Public Safety Stipend in the amount of five dollars (\$5.00) an hour for all Project Leaders and Network Support employees, who provide on call support on the weekends and after hours to the city's public safety operations, on a weekly rotating basis. In the event there is a need to call in additional support from other IT staff members, the stipend will apply for actual hours worked for the additional support member.

Revised Pay scale for GEO Information System Analyst and Project Leader TA 3/29/23

Revised Proposal: TA- The City shall have the right to sub-contract bargaining unit work in the IT Department, provided such subcontracting shall not result in any layoffs. The City shall use its best efforts to fill vacant positions. TA 3/2/23

City#32 Floating Ad Min—With adequate testing TA 3/2/23.

City#33 –Substance Abuse Policy—TA 3/2/23, City will develop a substance abuse policy city-wide that will replace the current language.

City #34 Wages (City's counter to Union's 13 & 14): FY20/21 = 2.75; FY 21/22= 2.75; FY 22/23= 3.0%; FY 23/24= 3%; FY24/25= 3%; FY 25/26= 3%

Retro Paid in two installments for actual hours worked for regular time only. First retro payment to be made thirty (30) days following ratification of this Agreement and second retro payment to be made on or before August 4, 2023. Retro payments to be made separate from payroll. **Step movements in 2022 with no retro, and in 2024.—TA 3/6/23.**

One time payment of \$1,000 for current R10 employees upon ratification, and one-time payment of \$1,000 for R10 in 2024 who became R10 in 2023. (This is only for people at the top step who are ineligible for step movements)

City#35 Duration-6 YR. TA 3/2/23

City#36 -Article 12 , Section 1 Management Rights. TA 3/2/23

Section 2- With Union being notified. TA 3/2/23



Wendella Battey, Director of Labor
Relations
City of New Haven

3/31/23

Date



Patrick Sampson, Staff Representative
AFSCME, Council 4, AFL-CIO

31 MARCH 2023

Date



Gildemar Herrera, President
Local 3144, AFSCME, Council 4

3/31/2023

Date