

**City of New Haven
And
New Haven Police/Elm City Local**

Tentative Agreement
October 1, 2024

H. LANGUAGE PROPOSALS

H. Union's Proposals

No. 2 Article 2 - Delete existing Section 1, and replace with:

Each employee shall have, and be protected in the exercise of, the right to join and remain as a member of, and the right to refuse to join or become a member of, the New Haven Police Union Elm City Local, CACP, free from interference, restraint or coercion.

Upon the written voluntary authorization of any employee in the bargaining unit, as defined in the Agreement, the City will make weekly deductions for membership dues or service fees as indicated by the employee from the wages of such employee. Such authorization shall be voluntary and made via authorization of payroll deduction form and once submitted shall become effective the following pay period. The process for employee revocation shall be a certified letter sent to the Police Union President expressing such, and the union will relay said revocation to the City which will immediately cease all deductions.

The New Haven Police Union, Elm City Local, CACP, shall hold the City harmless against any and all claims, demands, liabilities, lawsuits, attorneys' fees or other costs which may arise out of, or by reason of, actions taken against the City as a result of the administration of this Article.

No. 4 Replace existing Article 4, Section 7, with the following: Whenever any disciplinary and/or adverse information is placed in an employee's personnel file, said employee shall be notified. This shall include, but is not limited to, correspondence (emails, forms completed, adverse letter rendered) regarding Giglio/Brady letters, POSTC decertification, written reprimands, and other formal discipline.

No. 10 (Maternity/Paternity Leave)

H. Family and Medical Leave – Any employee who is an “eligible employee” as defined under the Federal Family and Medical Leave Act (FMLA), 29 U.S.C. SEC. 2601 et seq. Shall be granted up to the statutory allotted weeks of FMLA leave during a twelve (12) month period in accordance with the FMLA. Any accumulated paid leave time (sick, vacation and personal) must be exhausted first in situations where the

leave being taken by the employee is for his/her own illness or the illness of a family member and is covered by the FMLA; however, employees taking FMLA for the birth of or adoption/foster care placement of a child shall have the option to use or not use accumulated sick days as part of the FMLA leave; provided, further that in the event the employee has exhausted their paid sick leave, they may withdraw up to two (2) weeks from the emergency sick bank. Employees may continue to use accrued sick leave beyond the FMLA Leave period pursuant to this Article. A medical certificate acceptable to the City shall be required for FMLA leave situations. Nothing herein shall constitute a waiver of the just cause provision of the Collective Bargaining Agreement for employees who remain out of work beyond the FMLA Leave Period. Paid time off for Worker's Compensation shall not be considered FMLA Leave Period.

NOTE: The parties agree to meet within six (6) months of ratification and approval of this contract to discuss the status/details/ mechanics of the emergency sick bank.

No. 11 (Funeral Leave) – Amend Article 6, Section 1 to read as follows:

Special leave, with pay, of no less than four (4) working days, commencing on the date of death, shall be granted to an employee in the event of the death of his or her:

Spouse	Sister
Father	Brother
Mother	Child
Mother-in-law	Father-in-law
Grandfather	Grandmother
Grandchild	Relative domiciled in the employee's household

The special leave between the date of death and the date of the funeral shall not exceed four (4) working days. The City recognizes, however, that religious beliefs and/or other extenuating circumstances may require that additional time between the date of death and the date of the funeral be allowed. Such additional unpaid time may be granted at the sole discretion of the Chief whose decisions shall not be subject to the grievance procedure.

No. 13 (1) (Damage to personal property) – Amend Article 7, Section 3 – :

The City shall reimburse members for loss or damage to clothing and/or personal property suffered in the performance of duty provided same is not the result of his or her own negligence. Such claim for loss must be supported with reasonable proof of loss and of value of the clothing and/or property, and shall be subject to Charter provisions pertaining to the processing of such claims. While on-duty employees are strongly urged not to have on or about their persons any personnel effects (such as jewelry, expensive watches, etc.), the Board of Police Commissioners shall entertain applications for the repair or replacement of personal effects damaged or destroyed in the line of duty on a replacement basis (i.e. trade-in) up to the amount of four hundred dollars (\$400.00). The decision of the Board shall be final.

No. 13 (2) (Clothing Allowance) – Agree to pay clothing allowance in a separate check.

No. 14 Add Juneteenth only to list of holidays in Article 8, Section 1. Reject other proposed changes to said section.

No. 17 TA:
Overtime. All overtime shall be paid at time and one-half (1-1/2) for all hours worked, or any portion thereof, in excess of eight (8) hours per day or the employee's scheduled work week. For purposes of this Article the straight-time hourly rate shall be computed by dividing by 1820 hours the annual base rate of pay.

No. 18 (OT – holdover) – Add the following language to Article 9, Section 2: Bargaining unit members who volunteer for overtime on a day off or vacation cannot be held over except in an emergency. Members can only be ordered 'mandated' for overtime in any given week not in excess of 24 hours.

No. 19 (Interpreter stipend) – Article 9, Section 2 [New]: Effective upon ratification/approval any bargaining unit member who (1) passes a fluency test administered by the City, and (2) is designated by Patrol Commander to serve as an interpreter by a language identifier on the detail roster (i.e. Spanish "S", French "F", Arabic "A") will be paid an annual stipend of \$1,000 in the first week of July of each year (prorated for any partial year). Eligibility for the stipend shall be limited to 20 persons per year.

No. 34 Amend Article 13, Section 5 as noted below:

Effective upon ratification and approval of the Contract, employees working all Extra Police Duty shall be paid at time and one half (1 ½) the Sergeant rate of pay with the following minimums:

Minimum of four (4) hours, if in excess of four (4) hours

Minimum of six (6) hours, if in excess of six (6) hours

Minimum of eight (8) hours, if in excess of eight (8) hours

Minimum of ten (10) hours, if in excess of ten (10) hours, then
Minimum of twelve (12) hours, and two (2) hours increment shall continue.

Computation of time shall commence at the starting hour of the assignment and shall conclude at the termination of the assignment and shall include any lunch or break period that may be afforded employees by his or her employer.

Effective upon ratification and approval of the Contract, extra duty assignments scheduled during any of the holidays listed in Article 8, Section 1 shall receive double the regular extra duty rate for all hours worked between 12:00 a.m. and 11:59 p.m.:

Notwithstanding the foregoing, any extra duty work performed for the City or New Haven Board of Education will be paid at time and one-half the rate of the job description the work falls under, subject to the minimum hours set forth above. This shall include, but not be limited to, road work, tree work, Board of Education events, street light maintenance and repair.

(b) Notwithstanding the above, extra duty assignments of Officers coming from off time, not immediately following a tour of duty, to liquor establishments shall be compensated at the extra duty rate for actual hours worked.

The City will bill a surcharge to employers utilizing Extra Duty Police Officers, to cover administrative costs. An additional surcharge to the vendor is described in Article 15, Pension, Section 1 (I). The City may, at its option, discontinue extra duty assignments for anyone who has accounts payable to the City in excess of thirty (30) days and the City may establish bonding requirements as deemed necessary. The City agrees that before it discontinues extra duty assignments for the reasons set forth above it shall notify and meet with the Union. The City reserves the right to charge interest at a rate of up to 1-1/2% per month on all billed amounts outstanding more than 30 days. The assigned bargaining unit member is not responsible to collect payment for work assignment; it is the responsibility of the City to arrange payments. The assigned officer shall not be held liable for non-payment by the contractor and be paid for hours worked in the next payroll check.

Effective upon ratification and approval of the Contract, all Extra Duty Security Jobs shall include the time necessary to process an arrest, subject to supervisor approval.

Effective upon ratification and approval of the Contract, if an employee receives notice of cancellation of a weekday assignment less than two (2) hours prior to the start of the assignment, said employee shall receive four (4) hours' pay at the Extra Duty rate. For notice of cancellation of weekend Extra Duty assignments received by the employee after 11:00 pm on the Friday before the weekend, or on weekdays after the start time of the Extra Duty assignment, the employees shall be paid the full amount for the time scheduled for the Extra Duty assignment.

No. 35 (Use of retirees for extra duty) – Add the following new Section 13 under Article

13:

The parties agree to meet within six (6) months upon ratification and approval of this contract to implement a plan for utilizing retired New Haven Police Officers for extra duty work when no available active bargaining unit member is available to work extra duty.

B. City's Proposals

No. 1 (Excluded Positions) – Modify as follows:

Excluded from the bargaining unit are the Chief and the Assistant Chiefs. The following positions may be filled with civilians or with bargaining unit members: Records Clerks, the Training Coordinator, the Superintendent of Vehicles, Public Information Officer, Social Media Personnel and Detention Facility. The following positions shall be filled by civilians: dispatch supervisors, dispatchers, auto mechanics, building maintenance employees, detail room employees, dispatch assistants, printers, property and evidence room employees, superintendent of maintenance, supply clerks and the position of Chief Fiscal Officer within the Police Department.

No. 3 (Discipline) – Add the following to Article 4, Section 3:

An employee charged with a felony may be placed on unpaid leave. Upon reinstatement when the charges are nulled, dismissed or found not guilty, full back pay shall be awarded the following pay period upon notification to the Chief or his/her designee in writing.

No. 4 (Discipline/Removal) –

Section 7

(H) All verbal and written warnings and reprimands shall be removed from the employee's personnel file, in accordance with existing State law, after a period of three (3) years if there has been no similar reoccurrences of the infraction and the employee has a good work record. (There shall be no right to grieve verbal warnings, written warnings or reprimands unless they are used as the basis for further discipline.)

(B) All other disciplinary actions (i.e., suspensions) shall be removed from the employee's personnel file, in accordance with existing State law, after a period of five (5) years if there has been no reoccurrences of the infraction and the employee has a good work record.

(C) After the removal of an employee's disciplinary record, as prescribed above, the Union agrees to withdraw such discipline from any grievance and/or arbitration proceedings.

(D) Whenever any disciplinary and/or adverse information is placed in an employee's personnel file, said employee shall be immediately informed of such.

No. 5 (Cold Case) – Amend as follows:

- a. During the term of this Agreement there shall be established a Cold Case Unit.
- b. The Cold Case Unit shall be populated by retired NHPD personnel, not exclusive to former detectives. There shall be five (5) part time (no more than 19 hours per week, no more than 8 hours in a 24-hour period) retired NHPD personnel assigned to such unit, who shall work on cold cases only (cold cases are defined as cases at least 2 years old and no longer being actively worked on), along with an active Detective Bureau Supervisor and active Detective.

No. 10 (Direct Deposit)

H. [New] All payments shall be made by direct deposit.

Article 2, Section 3. Deduction shall be made no later than the second pay check of each month. If an employee who is absent on account of sickness, leave of absence, or for any other reason has no earning due him or her during said deduction period, no deductions will be made from that employee for that period. The Union will arrange collection of dues or service fees in such instances directly from the employee, and such dues collected by the City shall be directly deposited in a bank account (checking or savings) supplied by the Union via voided check.

No. 15 (Online Reporting of Minor Crimes) – (need to work out definition of minor crimes): Add:

Section 25 [New] – Online Reporting of Crimes

Civilians may report minor crimes on-line, that are not in progress, rather than having a police officer dispatched for these calls. A certified police officer within records will review the reports to determine if follow up is needed. Minor crimes shall be defined as: misdemeanors such as shoplifting, theft from a vehicle, trespass, lost property, theft (other than from a person), in each case provided the crime is currently not in progress.

II. ECONOMIC PROPOSALS

A. Wages

2022-23:	2.5%
2023-24:	2.5%
2024-25:	5.0%; Officer 2 nd First year - \$70,000 Second year - \$78,000
2025-26:	5.0%
2026-27:	5.0%
2027-28:	5.0%

Retro on base pay and overtime (not special duty or stipends/differentials). Must be employed at the time of payment to be eligible. Payable one-half within 30 days of signing of contract; balance paid 18 months after signing of contract.

Patrol: 5-3, 5-3, conditioned on right to privatize detention; and give up C-days. Chief has the right to change officer rotation at least once per year, by day off grouping, which shall be in inverse seniority.

Administrative Schedule: 4-3, 5-2 (5th day is a 6 hour day) but shall only be entitled to six (6) H days.

B. Pension

Union No. 40 DEFERRED RETIREMENT OPTION PLAN ("DROP")

A Deferred Retirement Option Plan ("DROP") will be offered only to bargaining unit members of the New Haven Police Department who are active on the date of the City's ratification and approval of this Agreement. The DROP is intended to provide an alternative retirement option to bargaining unit members who are eligible to retire. The City of New Haven and the New Haven Police Union, Elm City Local agree that the DROP is intended to be cost neutral and, therefore, must be evaluated and adjusted based upon the latest published Police Actuarial Valuation report, which will be prepared and published at least bi-annually, to maintain cost neutrality. As a DROP participant, you will have your own DROP account in which your monthly service pension will be credited each month.

Your monthly service pension is calculated on the day you enter DROP.

This means you stop accruing years of service credit, and any increases or decrease in salary will not affect your service pension. Every month that you participate in DROP, your entire monthly service pension amount will be deposited into your DROP account, along with any cost of living adjustments you are eligible for while in DROP.

An active police officer who is a bargaining unit member of the City of New Haven's Police & Firemen's Pension Fund is eligible for the DROP upon reaching 20 (unless a greater number is required elsewhere in this article) years of actual city service as defined in article 14 of the collective bargaining agreement.

An employee must give the City thirty (30) days' notice, in writing, that he/she has elected the DROP. (Form to be created by City/Union)

A bargaining unit member electing the DROP will be considered retired only with respect to his/her entitlement to pension benefits under the P&F Pension Fund but will not be required to separate from active service or be considered separated from active service as a police officer with City of New Haven Police Department.

Unless and except as otherwise provided in this section, members who elect the DROP shall remain as active police officers, subject to all the terms and conditions of employment applicable to active members of the City of New Haven Police Department, including the terms of the Collective Bargaining Agreement.

1. An employee who has elected the DROP may apply for a disability pension to commence after he/she separates from active service with the City at the end of the DROP period. The amount of any disability pension subsequently awarded shall be based upon the member's effective date of the DROP. For employees who become unable to work due to a disability during the DROP period, refer to Paragraph 14 below.
2. During the DROP period, the member's pension payments shall be credited to a record keeping account for the member.
3. The DROP payment shall be calculated to ensure that the total value of the pension payments received by the member during the DROP period together with the pension payments received by the member after leaving active service at the end of the DROP period are the actuarial equivalent of the total value of the pension payments the member would have received if the member had not elected the DROP and began receiving a pension. A slight change in the mortality assumption will be made to produce unisex factors based upon the gender split in the latest published Police Actuarial Valuation report.
4. The amount of the payments credited to the member's record keeping account during the DROP period shall never be less

- than the amount of the member's monthly pension benefit.
5. The payments credited to the member's record keeping account shall be maintained throughout the completion of the DROP period.
 6. An employee electing the DROP shall not be eligible for promotion within the Police Department during the DROP period.
 7. The DROP period is defined as the time after the member has elected the DROP commencing on the date of the first payment to the DROP (the "effective date") through the date that the member separates from active service with the City. The DROP period must begin on the first day of a calendar month and end on the last day of a calendar month.
 8. The member will accrue no further pension benefits after the DROP effective date.
 9. If the member uses his/her sick bank for pension credit, the member's sick bank shall terminate on the effective date of the DROP and, thereafter, the member shall accrue sick days at the rate of 1.00 day for each full month of service. The member may use sick days before they have accrued up to the maximum that can be earned during the member's DROP period.
 10. When an employee elects the DROP he/she will be entitled to all the benefits he/she is entitled to under the Police Pension Plan as of the effective date of the DROP.
During the DROP period, member contributions to the Pension Plan shall continue. The DROP payments shall remain in the Plan and be credited to the member's recordkeeping account.
 11. One hundred percent (100%) of the monthly pension payments credited to the member's record keeping account shall be paid to the member in a lump sum at the end of the Drop period as soon as possible but, in any case, no later than thirty (30) days after the employee separates from active service as a police officer in the City of New Haven. The member may either elect to rollover their DROP recordkeeping account to another qualified plan or receive a direct payment in full.
 12. An employee who has elected and commenced the DROP may not withdraw before the end of the DROP period unless the member separates from active service with the City of New Haven.
 13. The minimum length of the DROP shall be one (1) year and the maximum length of the DROP will be five (5) years. The DROP period shall be in increments of years. The member shall select the length of his/her DROP period on a yearly basis upon electing the DROP.
 14. An employee who has elected the DROP may separate from active service at anytime during the DROP period. At separation, the DROP period will end and the Pension Plan will commence

paying the member's 100% pension benefit based upon the effective date of the DROP. In addition, the member will be eligible to receive all amounts in their DROP record keeping account.

15. An employee who sustains an injury during the DROP period shall be treated as an active employee and, as appropriate, shall be entitled to receive Workers Compensation benefits as an active employee. If an employee becomes unable to work due to a disability during the DROP period, he/she shall be entitled to receive, as appropriate, a disability pension of the Collective Bargaining Agreement. If the member receives a disability pension, his/her DROP option shall revert, without penalty, to a disability pension based upon the member's effective date of the DROP and all DROP Payments will cease. In addition, the member will be eligible to receive all amounts in their DROP recordkeeping account.
16. The City of New Haven and the New Haven Police Union, Elm City Local agree to meet no later than January 1, 2030 to assess and address the impact of the DROP.

Union No. 43 Article 14, Section T(3): Modified:

(3) Prior City Service Buyback -Any sworn police officer hired before ratification of the 2022-2027 contract who has any prior paid service with the City shall have the opportunity purchase/transfer pension time for each year of active service and have said time credited for pension purposes, up to a maximum of four (4) years. The calculation method shall be: annual salary at the time of hire times employee contribution rate at time of hire, times number of years being bought back; the product shall then be multiplied by 5% for each year from the date of hire to the date of buyback. This section is subject to the Combined Pension Buyback in Subsection (T)(1) above. There shall be a one-time six (6) month window from ratification and approval of the contract for current employees to apply for this buyback. Once the relevant window has closed, there shall be no right to the buyback option.

Union No. 44 Article 14, Section T(7) (New):

Prior Police Service Buy Back: Any sworn bargaining unit member who has prior police officer experience (peace officer definition) prior to becoming a New Haven Police Officer, shall have the opportunity to purchase pension time for each year of active service (1 year of police service-1 year of service for pension purposes) and have said time credited for pension purposes, up to a maximum of two (2) years. This section is applicable and available to all employees of the Police Department as outlined in the Combined Pension Buyback in (1) above. Employees opting for the buyback shall pay an amount equal to their annual salary at the date of hire or times the employee contribution rate at time of hire,

multiplied by the number of years of credit being purchased; that product is then multiplied by 5% per year from the date of hire to the date of buyback. Employees may make this payment in a lump sum or over up to three (3) years by payroll deduction at employee's option.

III. HEALTHCARE PROPOSALS

City No. 1:

- A. HSA with \$2,000/\$4,000 deductible (In and Out of Network) with In-Network OOP Max of \$4,000/\$6,850, Out-of-Network \$4,000/\$8,000. Prescription coverage under the Essential Formulary, Specialty Accumulation Rules and Cost Relief Program shall apply. Prescription Copay: \$15/\$35/\$60/\$75 (30 day supply), \$30/\$75/\$120/\$150 (90 day supply). HDHP only for all new hires. Members currently taking formulary drugs that are not on the new formulary list will be grandfathered. (Plan changes for prescription coverage and copays to take effect January 1, 2025).
- B. Deductible funding to HSA remains at 50%, 60% first year only for new participants in the HDHP. HRA offered to those who IRS does not allow to receive an HSA contribution (regardless of reason, e.g. Medicare participant, Tricare), 50% of deductible amount.
- C. Cost-share
 - a. HDHP

7/1/22	
7/1/23	
7/1/24	18.0 %
7/1/25	19.5%
7/1/26	21.0 %
7/1/27	21.5%

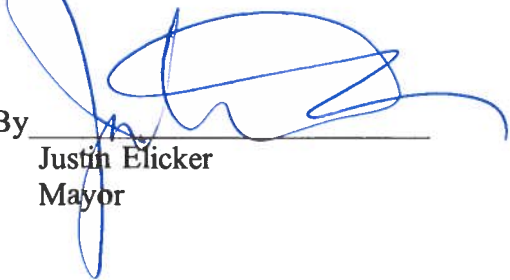
Based upon allocation rate
 - b. PPO Buy Up – PPO funding rate minus HDHP funding rate reduced by cost-share.
 - c. Eliminate BCPOE, CompMix, BC1 effective July 1, 2025.
- D. Retiree Cost-share Level – No change to contribution, however, include City proposed change to Part C Medicare Advantage.
- E. Life Insurance – Increase to \$25,000.
- F. Other language changes and Matrix as proposed by the City.

Other

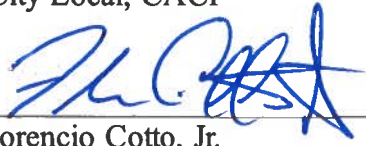
FTO – two (2) hours of TA time for each four (4) hour shift paid at the officer's regular pay rate, not retro.

All other proposals deemed withdrawn. The Parties agree to discuss and attach all MOA's.

City of New Haven

By  _____
Justin Elicker
Mayor

New Haven Police Union
Elm City Local, CACP

By  _____
Florencio Cotto, Jr.
President