

City of New Haven
And
AFSCME, Local 1303-464 (Attorney Union)
March 31, 2023, ~~4/3/23~~ 4/5/23

Duration:

Six-year contract (7/1/20-6/30/26) TA 8-10-22

Salaries:

The salary scale was revised to increase the starting salary; there is a four percent (4.00%) increase for each step
~~TA-Salary scale for FY 21/22 8-10-22~~ Revised Salary Scale dated 1/10/23

Effective 7/1/22 and retroactive to 7/1/21* the City will implement a one-time step placement based on seniority pursuant to the following schedule:

Assistant Corporation Counsel Initial Step Placement:

Michael Bowler(New)- Placement in Step 4
Michael Pinto - Placement in Step 4
Elias Alexiades - Placement in Step 4
Robert Scott - Placement in Step 4
John Leonard (New)- Placement in Step 4
Vacant-- Placement in Step
Stacy Werner - Placement in Step 6
Audrey Kramer - Placement in Step 6

Deputy Corporation Counsel Initial Step Placement:

Catherine LeMarr -- Placement in Step 2
Roderick Williams - Placement in Step 2
Michelle Duprey - Placement in Step 1
John Ward - Placement in Step 3

Thereafter, employees will move the equivalent of one step within the salary scale every two years beginning with FY 23/24 during the life of the contract; once an employee reaches the top step, the GWI will be the only increase. Management reserves the right to recruit and hire candidates outside of the bargaining unit for a vacant Associate and/or Deputy position and place an outside hire at any level of the salary steps as management deems appropriate and necessary based on level of experience and expertise. Management's decision to interview and/or appoint a qualified attorney outside of the bargaining unit for an Associate or Deputy position as well as to offer compensation (salary steps) deemed appropriate by management to a qualified attorney outside of the bargaining unit is neither negotiable, grievable or arbitrable.

The GWI is as follows:

FY 2020/21 - 0.00% (no change in salary scale, no retro payment)
FY 2021/22 - Step placement into New Salary Scale
FY 2022/23 - 2% GWI ** (first ½ of retro payment based on actual hours worked)
FY 2023/24 - 2% GWI with step movement (second ½ of retro payment based on actual hours worked)
FY 2024/25 - 2% GWI
FY 2025/26 - 2% GWI with step movement

****Retro paid on FY 23. Retroactivity will be paid in two payments; to be eligible for these payments, the employee must be employed at the time of payment: with exceptions to second payment**

First payment paid: 30 days after ratification or by June 30, 2023, whichever comes sooner.

Second payment paid by January 1, 2024. If an employee retires before January 1, 2024, the second payment shall be made upon retirement.

Definitions:

Qualified Attorney: meets the job requirements as set forth by Human Resources for an Associate Corporation Counsel or Deputy Corporation Counsel position.

Years of Service: continuous service without unpaid leave or separation of service in the position of Associate or Deputy in the Office of Corporation Counsel.

Direct Deposit: TA 8-10-22

Effective July 1, 2022, the City will no longer issue paper paychecks. All payroll compensation will be made via direct deposit to the employee's bank account of record by 9:00 am on the established pay date for that employee's pay period.

Medical Benefits:

Changes to the prescription coverage plan as follows:

1. Convert from the IngenioRx National formulary to the Essential formulary
2. Increase Rx copays and add a fourth tier for specialty drugs as follows:
 - High Deductible plans: Copays after deductible \$15/\$35/\$60/\$75 Retail; 2X Mail
 - Non-High Deductible plans: \$15/\$35/\$60/\$75 Retail; 2X Mail
3. Adopt Specialty Drug management provisions
 - High Deductible Plans: IngenioRx Specialty Accumulator Rules
 - Non-High Deductible Plans: IngenioRx Cost Relief

Eliminate Comp Mix

Revise City's annual HSA contributions

- Maintain annual contributions of 50% of deductible for new entrants in the plan
- ~~Lower the annual contributions to 25% of deductible after five full years in plan~~

Change to Employee Premium Cost Share

- HDHP-H.S.A. 12%
- Century Preferred PPO 27%
- ~~BlueCare POE from 24% to Buy Up~~
- ~~Comp Mix from 20% to Buy Up~~
- Dental – Unchanged 15%

On an annual basis, employees who have alternate health insurance coverage may choose to waive the above listed health insurance and instead receive an additional lump sum payment in the amount of \$1000 single / \$1,500 w/Child / \$2000 family. Employees who choose to exercise this waiver must so inform the Human Resource Department, in writing, by June 1 for the next year beginning July 1. Employees who have waived, but wish no longer to waive, shall inform the Human Resource Department, in writing, by June 1 for the next year beginning July 1. Waiver payments shall be disbursed on the first pay period following July 1 and only to those Employees still employed by the City on that date. Once a participant opts back into medical coverage or

fails to exercise his/her right to continue opting out, he/she shall no longer be eligible. The waiver and payment shall terminate if not permitted by applicable law. Employee will be required to provide proof of insurance at the time of submission of the waiver and shall be prohibited from receiving any payment if covered by any other plan in the City or the Board of Education.

Pension:

All BU members (except those bargaining unit members who are already members of CERF) shall participate in the Defined Contribution plan. Effective 7/1/22 the City's contribution shall be equal to 5.00% of the employee's base salary.

Grievance Procedure: TA 1/10/23

Add language to the grievance procedure section as follows:

Notwithstanding any contrary provision of this Agreement, the following matters shall not be subject to the grievance or arbitration procedure:

- (a) Dismissal of employees during the initial working test period.
- ~~(b) Dismissal of non-permanent employees.~~
- ~~(c) The decision to layoff or non-disciplinary termination of employment. The Local President shall receive concurrent written notice of all non-disciplinary terminations.~~
- (d) Disputes over claimed unlawful discrimination shall be subject to the grievance procedure but shall not be arbitrated if the jurisdiction of the Commission on Human Rights and Opportunities or any federal or state court or agency has been invoked arising from the same claim or core facts.
- (e) Any incident which occurred or failed to occur prior to the effective date of this Agreement, with the understanding that grievances filed prior to this date shall not be deemed to have been waived by reason of the execution of this Agreement.
- (f) The decision to subcontract

All grievance step hearings, arbitrations and grievance related meetings shall be closed to the press and the public, unless the parties jointly agree to the contrary.

Holidays: TA 8-10-22

Eligible employees shall receive thirteen (13) paid holidays. The twelve (12) holidays which will be celebrated on the dates prescribed by law are New Year's Day, Martin Luther King's Birthday, President's Day, Good Friday, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day/Indigenous People Day, Veterans' Day, Thanksgiving Day, and Christmas Day.

In addition, employees shall receive one (1) floater holiday for the use at the employee's discretion. If the floater holiday is not used by July 31 of the calendar year, the employee shall on August 1 select the floater holiday for use in the remainder of that calendar year only. Seniority by rotation shall prevail in areas of conflict.

Hours of Work:

The regular work week shall be a 35-hour week. TA 1/10/23

Incorporate MOU dated July 24, 2019- Salary Schedule/Flexible Work Schedule

City Agrees to the following union proposals:

Proposal #1 Union Security and Dues Deduction

Proposal #6 Section 1 only – just cause for discipline

Proposal #10 (OPEB Opt-Out - prospective only, no reimbursement)

Proposal #12 Article II-Section 6 (e)- Retirement and Disability Benefits

City Rejects the following union proposals:

Proposal #2 (Hours of Work)

Proposal #4 Health Insurance

Proposal #5 Health Insurance

Proposal #6 Section 3 Discharge and Discipline

Proposal #7 Longevity Plan

Proposal #8 Sick Leave

Proposal #14 Leaves of Absence (FMLA new language)

Proposal #15 - #21 Pensions



Wendella Battey, Director of Labor Relations
City of New Haven

4/11/23

Date



Anthony Bento, Staff Representative
AFSCME, Council 4

April 11, 2023

Date



Audrey Kramer, President Local 1303-464