

Local 530 and the City of New Haven
DRAFT SUMMARY OF 1/23/13 TENTATIVE AGREEMENT
(subject to final review – draft only)

Art 5 Longevity eliminated for all

Art 6 Sick leave 1 day per month (was 1 ¼)

Art 15 Pension

a. Finish Line

- 20 year finish line for all existing police officers
- 20 year finish line for all officers who graduated the academy on 12/18/12
- 25 year finish line for those officers who graduate the academy in the future

b. Pension contribution – 12% pension contribution for all (was 10%)

c. Retirement benefits

- Those who graduated from the police academy prior to 10/20/12 – no change – 2 ½ % multiplier for years 1 -20, 3% multiplier for years 21 – 30, 80% max
- Those who graduated from the police academy between 10/20/12 and 12/18/12 – 2% multiplier for years 1 through 20, 2.5% multiplier for years 20 and thereafter, 80% max
- Those who graduate from the police academy after 12/18/12 – 2% multiplier for years 1 through 20, 2.5% multiplier for years 20 and thereafter, 70% max

d. Pension contribution while out on worker's comp

- Those who graduated from the police academy prior to 10/20/12 – pension contribution during absence based only on the worker's comp supplement
- Those who graduated from the police academy after 10/20/12 – pension contribution during absence based on worker's comp supplement and worker's comp wages

e. Partial pension for those who work at least 10 years, but fewer than 20

- All existing employees may collect upon reaching what would have been the employee's 20 year anniversary -existing language – no change
- Those who graduate from the police academy after 12/18/12 may collect upon reaching what would have been the employee's 25 year anniversary

f. COLA

- For those employees who had completed 15 years as of March 28, 2012, max COLA is 4% - no change – existing language
- For those employees who had completed fewer than 15 years as of March 28, 2012, max COLA is 2%
- For those employees who graduated from the police academy after 10/20/12, max COLA is 1.5%

g. Increase in pension post-retirement

- For those employees who had completed 15 years as of March 28, 2012, the maximum his/her pension benefit can grow during retirement is 125% of the original pension benefit - no change – existing language
- For those employees who had completed fewer than 15 years as of March 28, 2012, the maximum his/her pension benefit can grow during retirement is 110% of the original pension benefit

- h. COLA buyout – At the time of retirement, any employee may elect to have his/her COLA bought out at the rate of 40% of its actuarial value.
- i. Sick leave buyback for credit towards years of service
 - Those employees who had completed 10 years of service as of July 1, 2011 and who have 20 years of service at the time of retirement, may elect to cash in 30 sick days for 1 year of pension credit, up to a maximum of 5 years and 150 sick days – existing language – no change
 - Those employees who had completed fewer than 10 years of service as of July 1, 2011 (excluding those who graduated from the police academy after 10/20/12) and who have 20 years of service at the time of retirement, may elect to cash in 50 sick days for 1 year of pension credit, up to a maximum of 3 years and 150 sick days.
 - Those employees who graduate from the police academy after 10/20/12 shall not be eligible for sick leave buyback
- j. Sick leave buyback for credit towards annual benefit
 - Those employees who had completed 10 years of service as of July 1, 2011 and who have at least 30 years of service at the time of retirement, excluding any buyback years, may elect to cash in 30 sick days to increase his/her pension max benefit to 83% - existing language – non change
 - Those employees who had completed fewer than 10 years of service as of July 1, 2011 shall not be eligible for this provision

Art 17 Health Insurance

- a. 5 choices
 - Lumeos High deductible, CompMix, Bluecare POE, Century preferred, BC-1
 - BC- POE most similar to BC-2 plan provided for in existing contract

Year	Lumenos	Comp Mix	BC POE	CP PPO	BC-1
2012-2013	12%	15%	19%	25%	30%
2013-2014	13%	16%	20%	26%	31%
2014-2015	14%	17%	21%	27%	32%
2015-2016	15%	18%	22%	28%	33%

Article 17 – Health Insurance – retiree medical

- a. Retiree medical contribution while working – 1.25% of base pay paid into a retiree medical fund to off-set costs
- b. For those who retire prior to 7/1/14, existing caps on premium contribution remain
 - CP PPO Single \$50, Couple \$105, Family \$140
 - BC POE or BC-1 Single \$45, Couple \$85, Family \$135
 - Lumenos Single \$45, Couple \$85, Family \$135
- c. For those who retire on or after 7/1/14:
 - If have 8 years as of 7/1/11, coverage during retirement must remain substantially equivalent / pay same cost-share during retirement that was paid while actively working, amount paid can rise a maximum of 6% per year (ex. \$200 monthly in year 1 of retirement can become \$212 monthly in year 2 of retirement) monthly amount can never exceed \$525 / coverage provided for retiree, spouse, and dependants
 - If have fewer than 8 years as of 7/1/11, and graduated the police academy on or before 12/18/12, provided same coverage that active members receive / pay same cost-share as active members pay / coverage provided for retiree and spouse, dependents covered if pay 50% of dependant premium cost
 - If graduate the police academy after 12/18/12, provided same coverage that active members receive / pay same cost-share as active members pay / coverage provided for retiree, spouse covered if pay 50% of spouse premium cost
- d. If retired on a catastrophic disability pension, coverage during retirement must remain substantially equivalent / pay same cost-share during retirement that was paid while actively working, amount paid can rise a maximum of 6% per year (ex. \$200 monthly in year 1 of retirement can become \$212 monthly in year 2 of retirement) monthly amount can never exceed \$525 / coverage provided for retiree, spouse, and dependants

Article 16 - Rates of Pay – General wage increases

7/1/11	0%
7/1/12	3% (non-retro)
7/1/13	0%
7/1/14	3%
7/1/15	3%

Step raise for Police officer 2nd (2nd year):

Step shall be re-calculated to equal an amount midway between Police officer 2nd (1st year) and Police officer 2nd (3rd year), estimated to equal \$45,777.00 rather than \$41,853.00 as presently provided for.

Cold Case:

- a. The Department must maintain between 50 and 55* permanent detectives. If the staffing falls below the 50 to 55 threshold the City shall have 30 days within which to restore staffing to the agreed upon level or cease operation. The current detective list expected to be populated shortly must be exhausted, though future lists shall not be subject to this requirement.

*Final figure must be agreed to by the parties

- b. Cold case shall be populated by retired NHPD personnel, not exclusive to former detectives. There shall be four (4) retired NHPD personnel assigned to such unit, along with an active Detective Bureau Supervisor and active Detective.*

*part time only, 19 hrs per week max, no OT, may only work on cold cases defined as at least 2 years old and no longer actively being investigated

- c. Temporary Assignments to the Detective Bureau shall be maintained, however at the expiration of 180 days the assigned officer must return to Patrol or his original shift and cannot be assigned again for one year from the date of his return.
- d. School Resource Officers shall not count towards the threshold articulated in #2a above.
- e. Cold Case squad shall sunset at the expiration of the contract, absent agreement to the contrary.

School Resource Officers shall be part of ISU but shall be treated as uniformed officers as well as in accordance with Article 13, Section 8 of the CBA as applicable. SROs shall remain eligible for patrol overtime and shall not be eligible for ISU/Plainclothes overtime.

Hold Downs: The hold down practice as applicable to extra duty jobs shall either be reintroduced completely or not at all in regard to the various types of extra duty assignments, ie., inclusive of bars, or not at all. There shall be a dedicated hold down supervisor to monitor those personnel.

Special Units (Domestic Violence, Sex Assault) shall work an A squad and may have a B squad also, with equal staffing on each. Personnel shall bid by seniority and shall work a 5-2 schedule, weekends off, unless agreed otherwise with the union.

Narcotics unit - option to have a B squad only, or an A and B squad. Any change in shift must be accompanied by at least 30 days notice

**ALL REMAINING CITY PROPOSALS WITHDRAWN AND CANNOT BE REINTRODUCED EXCEPT
IF PROCEED WITH ARBITRATION**

SEE FOLLOWING PAGE FOR ORIGINAL LIST OF CITY PROPOSALS/ISSUES IN DISPUTE

CITY OF NEW HAVEN
and
LOCAL 530, AND COUNCIL 15, AFSCME, AFL-CIO

List of Issues In Dispute

(Those items not addressed in preceding summary shall be withdrawn)

<u>Issue No.</u>	<u>Article/Sec.</u>	<u>Paragraph</u>	<u>Description</u>
1	Art. 1, Sec. 1		Recognition– Filling of Positions
2	Art. 2, Sec. 1		Union Security – Mandated Training
3	Art. 2, Sec. 6		Union Security – Liability
4	Art. 3, Sec. 3		Grievance Procedure – Step Two
5	Art. 3, Sec. 3		Grievance Procedure – Step Three
6	Art. 3, Sec. 3		Grievance Procedure – Step Four
7	Art. 4, Sec. 3		Discharge & Discipline – Just Cause
8	Art. 4, Sec. 4		Discharge & Discipline – Suspension
9	Art. 4, Sec. 7		Discharge & Discipline – Removal of Discipline
10	Art.5		Longevity
11	Art. 6, Sec. 2		Sick Leave – Work Connected Injuries
12	Art. 6, Sec. 3		Sick Leave – Allowance
13	Art. 6, Sec. 5		Sick Leave – Medical Certificate
14	Art. 6, Sec. 6		Sick Leave – Accumulated
15	Art. 6, Sec. 8		Sick Leave – Bank Committee
16	Art. 6, Sec. 9		Sick Leave – Perfect Attendance
17	Art. 6, Sec. 11		Sick Leave – FMLA
18	Art. 6A (New)		Occasional Sick Leave & STD
19	Art. 7, Sec. 1		Funeral Leave
20	Art. 8, Sec. 2		Uniforms – Clothing Allowance
21	Art. 8, Sec. 3		Uniforms – Damage
22	Art. 8, Sec. 4		Uniforms – Clothing Provided
23	Art. 8, Sec. 5		Uniforms – Motorcycle Patrol
24	Art. 8, Sec. 10		Uniforms – Replacement
25	Art. 8, Sec. 13		Uniforms – Bicycle Patrol
26	Art. 9, Sec. 1 (New)		Holidays – Eligibility
27	Art. 9, Sec. 2		Holidays– Schedule
28	Art. 9, Sec. 4 (formerly 3)		Holidays– Compensatory Day Off
29	Art. 9, Sec. 6 (formerly 6)		Holidays– Retirement
30	Art. 9, Sec. 7(formerly 6)		Holidays– Compensatory Time Off
31	Art. 10, Sec. 1		Overtime - Payment
32	Art. 10, Sec. 2		Overtime – Reporting Pay
33	Art. 10, Sec. 6		Overtime – Available Overtime

34	Art. 10, Sec. 7		Overtime – Hold Over
35	Art. 10, Sec. 8		Overtime – Attendance at Court
36	Art. 11, Sec. 1		Vacations - Allowance
37	Art. 11, Sec. 8		Vacations – Sick Leave
38	Art. 11, Sec. 9		Vacations – Scheduling
39	Art. 11, Sec. 12		Vacations – Requests
40	Art. 12, Sec. 3		Seniority –Not Broken
41	Art. 12, Sec. 5		Seniority – Returning Employees
42	Art. 13, Sec. 1		Hours of Work – Schedule Transfers
43	Art. 13, Sec. 2		Hours of Work – Patrol Unit
44	Art. 13, Sec. 4		Hours of Work – Various Other Units
45	Art. 13, Sec. 8		Hours of Work – SRO/PAL Officers
46	Art. 13, Sec. 9		Hours of Work – Narcotics Unit
47	Art. 13, Sec. 17		Hours of Work – Light Duty
48	Art. 13, Sec. 18		Hours of Work – Shift Differential
49	Art. 13, Sec. 19 (New)		Hours of Work – Performance Evaluation
50	Art. 14, Sec. 3		Extra Police Duty – Assignment
51	Art. 14, Sec. 5		Extra Police Duty – Payment
52	Art. 14, Sec. 7		Extra Police Duty – Job Classification
53	Art. 15, Sec. 1		Pension
54	Art. 16, Sec. 1		Wages – Percentage & Effective Date
55	Art. 16, Sec. 2		Wages – Starting Rates
56	Art. 17, Sec. 1		Benefits – Medical Plans
57	Art. 17, Sec. 2		Benefits – Dental
58	Art. 17, Sec. 3		Benefits – Life Insurance
59	Art. 17, Sec. 4		Benefits – Vision
60	Art. 17, Sec. 5		Benefits – Retiree Healthcare
61	Art. 17, Sec. 11		Benefits – Eligibility Date (New High Deductible)
62	Art. 20, Sec. 3		Educational Incentives
63	Art. 23		Prior Benefits
64	Art. 26, Sec. 11		General Provisions - Witness Fees
65	Art. 26, Sec. 22		General Provisions - East Rock Park
66	Art. 27, Sec. 1		Commanders
67	Art. 28, Sec. 3		Substance Abuse - Voluntary Disclosure
68	Art. 28, Sec. 4		Substance Abuse - Random Testing
69	Art. 28, Sec. 5 (New)		Substance Abuse - Post Accident Testing
70	Art. 28, Sec. 10 (formerly 9 & Appendix A)		Substance Abuse - Testing Procedures
71	Art. 29		Duration