

CHECK LIST FOR ALDERMANIC SUBMISSIONS

- Cover Letter
- Resolutions/ Orders/ Ordinances
- Prior Notification Form
- Fiscal Impact Statement - Should include comprehensive budget
- Supporting Documentation
- ~~Disk~~ or E-mailed Cover letter & Order

IN ADDITION IF A GRANT:

- Notice of Intent
- Executive Summary (not longer than 5 pages without an explanation)

Date Submitted: September 9, 2019

Meeting Submitted For: September 16, 2019

Regular or Suspension Agenda: Suspension Agenda

Submitted By: Thomas McCarthy, Director of Labor Relations

Title of Legislation:

Order approving the Successor Collective Bargaining Agreement between the City of New Haven and Local 825, IAFF, AFL-CIO dated July 1, 2018 – June 30, 2024.

Comments:

Coordinator's Signature: ** [Signature]*

Controller's Signature (if grant): _____

Mayor's Office Signature: _____

** Mike Gormany for Sean M.*

SUSPENSION REQUEST FORM

For each regular meeting of the Board of Aldermen, there are two agendas. The Regular Agenda is prepared the week prior to the day of the meeting. The Suspension Agenda is prepared on the day of the meeting. The Suspension Agenda includes items submitted after the deadline for the Regular Agenda.

If your submission will appear on the Suspension Agenda, please fill out this form and attach it to your submission to the Board of Aldermen. All items below must be completed.

1. Action being requested of the Board of Aldermen:

Order approving a six-year (July 1, 2018 – June 30, 2024) Successor Collective Bargaining Agreement Between the City of New Haven and Local 825, IAFF, AFL-CIO.

2. Reason why item cannot be placed on the Regular Agenda of the next Board of Aldermen meeting (in approximately two weeks):

In accordance with the Municipal Employee Relations Act, Section 7-474(b), this Agreement must be submitted to the municipal legislative body within fourteen (14) days from ratification. If we wait until the next BOA meeting (on September 30, 2019) we will have exceeded the 14-day limit.

Deadline is September 20, 2019

Other (explain):

3. Reason why item was not submitted in time for the Regular Agenda for this Board of Aldermen meeting:

The Union did not ratify the agreement until the evening of September 6, 2019. In order to submit the agreement in time for the regular agenda, it would have had to have been ratified before noon on Friday, September 6, 2019.

4. Date of this request:

September 9, 2019

Department:

Labor Relations

Person making request:

Thomas McCarthy, Director of Labor Relations

Phone #:

203-946-7153



DEPARTMENT OF LABOR RELATIONS
 CITY OF NEW HAVEN
 165 CHURCH STREET
 NEW HAVEN, CT 06510
 203/946-7151 • Fax: 203/946-7924



TONI HARP
 MAYOR

Thomas McCarthy, Esq.
 Director of Labor Relations

September 9, 2019

The Honorable Board of Alders
 City of New Haven
 165 Church Street
 New Haven, CT 06510

RE: Agreement for Six Year (July 1, 2018 – June 30, 2024) Successor Collective Bargaining Agreement Between the City of New Haven and Local 825, IAFF, AFL-CIO

Dear Honorable Board Members:

On behalf of Mayor Toni Harp, the Office of Labor Relations is pleased to formally submit for the approval of the Board of Alders the agreement for the successor Collective Bargaining Agreement between the City of New Haven and Local 825, IAFF, AFL-CIO dated July 1, 2018 to June 30, 2024.

The Local ratified the agreement on Friday evening, September 6, 2019. In accordance with the Municipal Employee Relations Act, Section 7-474(b), this Agreement must be submitted to the municipal legislative body within fourteen (14) days from that date of the agreement. Within thirty (30) days of the end of the fourteen (14) day period for submission, the legislative body must approve or reject the Agreement. Failure to do so within these prescribed time limits shall automatically make the Agreement legally valid and binding upon the City of New Haven. Therefore, the latest date on which the Board of Alders can act on this Agreement is October 21, 2019.

The Agreement represents a collaboration between the City and the Union and is a valuable investment in New Haven’s public safety arena. It is a six (6) year economic package which provides reasonable annual wage increases and requires employees to participate in cost-saving preventive health care plans. Changes to pension include an increased employee contribution of 11.5% and encourages longevity of employees and a limited number of retirees during any given calendar year.

The financial highlights of this agreement include the following:

- ◆ An annual across-the-board wage increase scheduled as follows: (11% increase over the course of the contract)

2018-2019	1% (Retroactive*)
2019-2020	2% (Retroactive*)
2020-2021	2%
2021-2022	2%
2022-2023	2%
2023-2024	2%

*Retroactive proposal: The two-year total of the retroactive payments shall be disbursed only to active employees at the time of each disbursement as follows: one-half paid within sixty (60) days of Legislative approval and the other half paid on July 1, 2020.

◆ Medical Benefits

The City will maintain the current high deductible health plan, with the same City contribution of 50% of the deductible paid on July 1 of each year of the contract; implementation of the City's proposed HIP (Health Incentive Program) upon ratification; implementation of the Voluntary Yale Health Incentive Plan upon ratification; and spousal benefits for retirees at the active employee contribution rate

◆ Retiree Medical:

Retiree health care coverage follows the contract under which they retire, including any changes to the medical plan during the remainder of that contract after an employee retires. Future contracts only affect future retirees. It also allows for all retirees to receive spousal medical benefits at the same price as active employees. Retirees with 25 years or more of active service shall have their employee contribution percentage fixed at the rate they are paying at the time of retirement.

◆ Pension

Employee contribution has been increased to 11.5% effective upon ratification. Service and sick time buyback for pension credit has been structured through the implementation of three different levels of benefits based on seniority, and the total combined pension credit buyback is capped differently in each tier. The ability to utilize sick leave buyback is capped to the 30 most senior employees in each calendar year of the contract to allow for longevity within the ranks. Eligibility for pension benefits has been restructured into two tiers (current and future employees), with new employees required to work twenty-five years in the department or reach the minimum age of fifty-two in order to collect a pension benefit. Pension benefits have been extended to spouses after the death of retiree, up until the spouse remarries.

To incentivize longer service and pension savings, once a member (if hired after August 28, 2013) reaches thirty years of service, they may elect to work up to five additional years, with pension credit to be calculated at 2% per year in order to maximize their pension payment from 70% to 80%.

◆ Miscellaneous Economic Items:

The paramedic incentive for new hires shall only apply when they have med control and are compliant with all required certifications. The removal of light duty work for non-work-related injuries shall ensure that firefighters return to active duty as soon as they are released by their doctor. Overtime savings realized in two ways: 1) New employees hired into the Training Academy or Fire Marshal's Office shall revert to a 5-day workweek (from a current 4-day workweek); and 2) Overtime hiring shall be implemented by rank to minimize acting pay. Additionally, acting pay will be eliminated for certain assignments. Additional cost savings will be realized through a decrease in sick time accruals from 15 to 12 days per year.

Additionally, the position of Assistant Chief of Operations shall be removed from the Local 825 Bargaining Unit and shall become an Executive Management position once the position is vacant.

The parties believe that this package represents a fair contract that benefits each party and the parties wholeheartedly support the approval of said agreement.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'T. McCarthy', with a long horizontal flourish extending to the right.

Thomas McCarthy
Director of Labor Relations

cc: Toni Harp, Mayor
Tomas Reyes, Chief of Staff
Sean Matteson, CAO
Michael Gormany, Acting Director of Management & Budget

ORDER OF THE NEW HAVEN BOARD OF ALDERS APPROVING A SIX YEAR (JULY 1, 2018 THROUGH JUNE 30, 2024) COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF NEW HAVEN AND LOCAL 825, IAFF, AFL-CIO.

BE IT ORDERED By the New Haven Board of Alders of the City of New Haven that the successor collective bargaining agreement by and between the City of New Haven and Local 825, IAFF, AFL-CIO, submitted by the Director of Labor Relations on behalf of the City to the Board of Alders meeting on September 16, 2019, and, being a six (6) year agreement effective July 1, 2018 through June 30, 2024, be and is hereby accepted and approved.

BE IT FURTHER ORDERED That the Mayor, along with other appropriate officials of the City, be and hereby is authorized and directed to sign said Agreement.

PRIOR NOTIFICATION FORM

NOTICE OF MATTER TO BE SUBMITTED TO THE BOARD OF ALDERMEN

TO (list applicable aldermen/women): Honorable Board of Alders
WARD # _____

DATE: **September 9, 2019**

FROM: Department/Office Labor Relations
Person Thomas McCarthy Telephone 946-7153

This is to inform you that the following matter affecting your ward(s) will be submitted to the Board of Aldermen in the near future:

Order approving the Successor Collective Bargaining Agreement between the City of New Haven and Local 825, IAFF, AFL-CIO dated July 1, 2018 – June 30, 2024.

Check one if this an appointment to a commission

Democrat

Republican

Unaffiliated/Independent/
Other _____

INSTRUCTIONS TO DEPARTMENTS

1. Departments are responsible for sending this form to the alderperson(s) affected by the item.
2. This form must be sent (or delivered) directly to the alderperson(s) **before** it is submitted to the Legislative Services Office for the Board of Aldermen agenda.
3. The date entry must be completed with the date this form was sent the alderperson(s).
4. Copies to: alderperson(s); sponsoring department; attached to submission to Board of Aldermen.

FISCAL IMPACT STATEMENT

DATE: September 9, 2019
FROM (Dept.): Labor Relations
CONTACT: Thomas McCarthy PHONE: 946-7153

SUBMISSION ITEM (Title of Legislation):

Order approving the Successor Collective Bargaining Agreement between the City of New Haven and Local 825, IAFF, AFL-CIO dated July 1, 2018 – June 30, 2024.

List Cost: Describe in as much detail as possible both personnel and non-personnel costs; general, capital or special funds; and source of funds currently budgeted for this purpose.

	GENERAL	SPECIAL	BOND	CAPITAL/LINE ITEM/DEPT/ACT/OBJ CODE
A. Personnel				
1. Initial start up				
2. One-time				
3. Annual				Form not applicable
B. Non-personnel				Information to be provided
1. Initial start up				
2. One-time				
3. Annual				

List Revenues: Will this item result in any revenues for the City? If Yes, please list amount and type.

NO
YES

1. One-time
2. Annual

CITY OF NEW HAVEN
and
LOCAL 825, IAFF
Tentative Agreement Framework
August 28, 2019

1. Position of Assistant Chief of Operations

A. Upon the retirement of the incumbent:

- The position of the Assistant Chief of Operations shall be removed from the Local 825 bargaining unit and shall be an Executive Management & Confidential position. All members of Local 825 who are promoted to the rank of command staff (Chief, Assistant Chief of Administration and Assistant Chief of Operations) will retain pension, active duty health and retiree health benefits afforded to Local 825 members.
- The vacant Assistant Chief of Operations position shall be filled from the ranks of the Local 825 bargaining unit during the life of this contract. Life of the contract shall mean and include any mutually agreed upon extension of the contract and/or beyond the negotiated expiration of the CBA up to and including impasse and resolution of a successor agreement through interest arbitration. The parties agree that the issue of filling this position with a Local 825 bargaining unit member will be submitted as a joint open issue during the next round of contract negotiations.

B. Department Hierarchy

- All parties recognize the department hierarchy as follows: 1) Chief; 2) Assistant Chief of Administration; 3) Assistant Chief of Operations. However, on issues, circumstances or events that (on a day-to-day basis) require the Assistant Chief of Operations to report directly to the Chief of the Department, such communication shall be permitted so as to promote departmental efficiency and safety and shall not be hindered in any manner. In the absence, or the designation, of the Chief, the Assistant Chief of Administration shall have full authority and control of the Department.
- The Union shall withdraw with prejudice MPP-33,738 regarding the departmental command hierarchy, which represents full and final settlement of this issue. However, all other components and provisions of the settlement of MPP-33,008 remain in full force and effect.

2. Substance Abuse Testing

Implementation of additional testing during weekends and implementation of a 10-panel screen.

3. Light Duty for Injury

Bargaining unit members will no longer have a light duty option for non-work-related injuries. However, bargaining unit members so injured may request accommodations under the ADA or other federal or state law.

4. Workweek – Upon ratification, day positions in the Fire Marshal’s Office and Training Academy shall revert to a 5-day workweek; however, the City agrees to grandfather the following groups into the current 4-day workweek:

- Current incumbents, as of the signing of this TA, in the Fire Marshal's Office and Training Academy;
- Current employees, as of the signing of this TA, temporarily assigned in the Fire Marshal's Office and Training Academy, while assigned;
- Employees currently working in the Fire Marshal's office, as of the signing of this TA, who are promoted within the Fire Marshal's office;
- The two employees on the current Fire Marshal Civil Service List; and
- The Assistant Chief of Operations position (until the incumbent's retirement).

For day workers only (Fire Marshal's Office and Training Academy) members shall be entitled to utilize incremental vacation time (in hours, instead of entire days) at the beginning or the end of the day, subject to the supervisor or Chief's approval.

If a day worker is working approved overtime, the employee can choose to receive overtime at time and a half or hour-for-hour compensatory time, to be utilized by the end of the calendar year and shall be subject to prior approval from the Chief.

5. Wages

7/1/18 – 6/30/19: 1% (retro*)

7/1/19 – 6/30/20: 2% (retro*)

7/1/20 – 6/30/21: 2%

7/1/21 – 6/30/22: 2%

7/1/22 – 6/30/23: 2%

7/1/23 – 6/30/24: 2%

*Retroactivity as follows: The total retroactive salary increases for fiscal years 18/19 and 19/20 shall be calculated at 100% of base pay only and disbursed as follows: one-half of the retroactive amount paid within 60 days of ratification of the agreement; the other half of the retroactive amount paid in July of 2020. In order to be eligible for these payments, members must be an active employee on the date of distribution. Retroactive payments shall be issued in a separate check and shall not be included in the members' regular paycheck.

6. Paramedic Incentive

New hires who have med control in the City of New Haven and are compliant and current with local protocols and required certifications at the time of hire into the Academy shall be hired at the Firefighter Second Grade, Third Year salary. New hires who obtain med control and become compliant and current with local protocols and required certifications within one year of their hire into the Academy shall be bumped to the Firefighter Second Grade, Third Year salary.

7. Insurance

- City shall maintain current plan (100%)
- City's Health Incentive Plan (HIP) shall be implemented effective upon ratification, with no penalties for non-compliance until 10/1/21
- Upon ratification, the City shall implement the voluntary Yale Health Incentive Plan

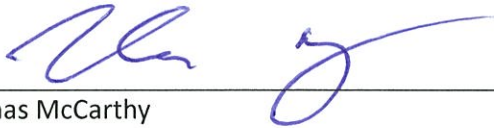
8. Pension

- Employee contribution of 11.5% effective upon ratification
- To further stabilize the Police & Fire Pension Fund through encouraging members of Local 825 to stay an additional five years as a contributing member of the fund, employees whose date of hire is after 8-28-13 shall have the opportunity to work up to a maximum of 5 additional years of actual sworn NHFD service, calculated at 2% per year, in order to receive a total pension payment of 80%; any buybacks shall be applied to the first thirty (30) years of service, pursuant to the tiers as outlined in the Combined Pension Buyback TA.

9. Mandatory testing for Fire Marshal's office shall be during the months of April and October, with the flexibility of occurring two weeks before or after each month.

10. Staffing of Engine 8 – The Chief shall submit a budget amendment within 3 months of the signing of this TA; thereafter, the Chief shall submit three Captain Positions and one Lieutenant Position for inclusion in the Mayor's budget during the next budget cycle.

11. Retiree buyback window: The parties agree to allow up to 30 people to retire with the buyback through the life of the contract.



Thomas McCarthy
Director of Labor Relations

8/30/19

Date



Frank Ricci
President, Local 825, IAFF

8/30/19

Date

All prior TAs and previously agreed upon language shall be incorporated; all other proposals are deemed withdrawn.

TAs agreed to:

- Overtime Hiring: Operationally by rank classification to minimize acting pay
- Acting Positions: Removes acting pay for certain assignments
- Prior City Service buyback: Allows for cap of 4 years for pension credit
- Military buyback: Allows for cap of 4 years for pension credit
- Combined Pension buyback: Allows for three tiers, based on date of hire, to buy military, prior city service and sick time at capped amounts
- Sick time accrual: Reduced from 15 to 12 per year effective January 1, 2020
- Driver Stipend: Provides for 1.50 per hour
- Survivor Benefit: Allows for survivor benefit after member dies
- Spousal Benefits: Allows for spousal benefit medical coverage for retirees
- Eligibility for Pension Payment maintained in three tiers:
 - Hired before 8-28-13 and 20 years of service (includes buyback)
 - Hired after 8-28-13 and 25 years of service (includes buyback)
 - Hired after ratification 25 years of actual sworn service in the NHFD or minimum age 52