



DEPARTMENT OF LABOR RELATIONS  
 CITY OF NEW HAVEN  
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TONI HARP  
 MAYOR

Thomas McCarthy, Esq.  
 Director of Labor Relations

August 23, 2019

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

**RE: Agreement for Six Year (July 1, 2016 – June 30, 2022) Successor Collective Bargaining Agreement Between the City of New Haven and Elm City Local of the Connecticut Alliance of City Police Officers**

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 Elm City Local of the Connecticut Alliance of City Police Officers dated July 1, 2016 to June 30, 2022.

The Local ratified the agreement on Thursday, August 15, 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 September 27, 2019.

The Agreement represents a collaboration between the City and the Union and is a valuable investment in New Haven’s public safety arena. The agreement allows for the attraction and retention of quality officers through competitive salaries, incentives and growth opportunities. It is a six (6) year economic package which provides competitive annual wage increases and requires employees to participate in cost-saving preventive health care plans. Changes to pension require newly hired officers to provide twenty-five years of actual service to the Police Department, or retire at a minimum age of fifty-two, allowing for a long-term savings to the P&F Pension. Only twenty employees shall be allowed to utilize the sick time buyback for retirement during each calendar year.

The financial highlights of this agreement include the following:

- ◆ An annual across-the-board wage increase scheduled as follows: (13.5% increase over the course of the contract)
 

2016-2017	2.25% (Retroactive*)
2017-2018	2% (Retroactive*)

2018-2019	2% (Retroactive*) PLUS: Police Officers 2 <sup>nd</sup> year get an increase of midpoint between 1 <sup>st</sup> and 3 <sup>rd</sup> year
2019-2020	2.25% (Retroactive*)
2020-2021	2.25%
2021-2022	2.75%

\*Retroactive proposal: The four-year total of the retroactive payments shall be disbursed only to active employees at the time of each disbursement as follows: 1/3 paid within sixty (60) days of Legislative approval; 1/3 paid on July 1, 2020 and 1/3 paid on July 1, 2021.

Increase to Detective Salary: 1.5% increase after 4 years as a detective, another 2.5% after completion of 8 years as a detective.

◆ Medical Benefits

The medical plan includes the implementation of the HSA effective December 1, 2019 and the City's proposed HIP (Health Incentive Program). The City's contribution to the HSA shall be as follows:

- 19/20 fiscal year: 65%
- 20/21 fiscal year: 60%
- 21/22 fiscal year: 50%

◆ Retiree Medical:

To help offset retiree medical costs, employees shall continue to pay 1.25% of their base pay via payroll deduction in each year of the contract. Additionally, the retiree 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 with a fixed percentage of employee contribution at the time of retirement. The retiree out of pocket medical expense cap was increased, based on service time effective July 1, 2019 as follows:

- 20 or more years: \$525 out of pocket cap
- 19-20 years: \$700 out of pocket cap
- Less than 19 years: \$850 out of pocket cap
- New hires after ratification: No out of pocket cap

◆ Pension

As a means to attract and retain officers, buyback for pension credit has been extended to all bargaining unit members, and is structured through the implementation of three different levels of benefits based on seniority. The ability to utilize sick leave buyback is capped to the 20 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 three tiers based on service time, which has been defined differently for each tier (hard versus soft time). Additionally, new employees will be required to work twenty-five years in the department or reach the minimum age of fifty-two in order to collect a pension benefit.

◆ Miscellaneous Economic Items:

Holiday and extra duty holiday pay was increased from time and one half to double time for the four major holidays, and the shift differential benefit was eliminated.

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,

/s/

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  
Floyd Dugas, Esq., Counsel for the City of New Haven

**ORDER OF THE NEW HAVEN BOARD OF ALDERS APPROVING A SIX YEAR (JULY 1, 2016 THROUGH JUNE 30, 2022) COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF NEW HAVEN AND ELM CITY LOCAL.**

**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 Elm City Local of the CT Alliance of City Police, submitted by the Director of Labor Relations on behalf of the City to the Board of Alders meeting on September 3, 2019, and, being a six (6) year agreement effective July 1, 2016 through June 30, 2022, 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.

**CITY OF NEW HAVEN  
and  
ELM CITY LOCAL**

City's Off the Record<sup>1</sup> Package  
August 7, 2019

1. Article 15 (Wages):

2016-17	2.25% Retroactive* See retro discussion below
2017-18	2% Retroactive* See retro discussion below
2018-19	2% - Police officers second year (midpoint between 1 <sup>st</sup> & 3 <sup>rd</sup> year) Retroactive* See retro discussion below
2019-20	2.25% - Retroactive* See retro discussion below; Plus Modified City Detectives Proposal (#2 below)
2020-21	2.25%
2021-22	2.75%

\*Retro proposal for 16-17, 17-18, 18-19 and 19-20 fiscal year salary increases: The four-year total of retroactive salary increases for these fiscal years shall be calculated and disbursed as follows: calculated at 100% of base pay and overtime pay only. To be disbursed as follows: 1/3 of the retroactive amount paid within 60 days of ratification of the agreement; 1/3 of the retroactive amount paid July of 2020; and 1/3 of the retroactive amount paid July of 2021. 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.

2. Detective Increases to Salary:

1.5% increase after completion of four (4) years as a Detective and another 2.5% increase (on top of the 1.5%) after completion of eight (8) years as a Detective. Effective upon ratification.

3. Extra Duty:

In accordance with attached Document #1, Article 13, Section 5(a).

- A. Double time for working Christmas, Thanksgiving, New Year's Day and Fourth of July.
- B. Notice of cancellation per attached document #2A which was revised to comport with City's current published policy for payment upon late notification of cancellation.
- C. Work required past scheduled end time for extra duty assignments – Payment for extra time to process arrest, subject to approval of the supervisor.

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<sup>1</sup> May not be introduced in any interest arbitration proceeding or otherwise used as bargaining history.  
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4. Bid for Start Time on Each Shift:  
Acceptance of Union's proposal of the different times for starting each shift would be bid based on seniority (see Document #3).
5. Holiday Pay:  
Two times regular base rate for sworn members who work Thanksgiving, Christmas, New Year's Day and Fourth of July.
6. TA Time:  
"Employees who serve in the capacity of Field Training Officer (FTO) shall receive one (1) hour of time allowed for every four (4) hours worked as an FTO."
7. Health Insurance:  
City accepts Union's proposal with the following changes:  
  
The HSA shall be implemented December 1, 2019  
  
City's proposal for HIP (Health Incentive Plan) as proposed.  
  
City's contribution to HSA for 19/20 fiscal year: 65%  
City's contribution to HSA for 20/21 fiscal year: 60%  
City's contribution to HSA for 21/22 fiscal year 50%  
  
The City's contribution to HSA for retirees is locked into the contract under which they retire. The retiree is subject to all changes under the contract during which he/she retires but is not subject to changes as negotiated in successor collective bargaining agreements. (Example: If an employee retires in the first year of the contract and the city contributions decrease over the course of the remainder of the contract, then the retiree is subject to those decreases.)  
  
Retirees contribute towards the cost of retiree health coverage by contributing the same percentages required of active employees.  
  
The retiree out of pocket cap will be as proposed by the City in binding arbitration, years of service as of 7/1/19: 20 or more years, cap of \$525; 19 years, cap of \$700; all other current employees, cap of \$850. Employees hired after the ratification of this agreement shall have no cap on out of pocket retiree medical costs.  
  
Buy up is to the same Century Preferred Plan as proposed by the City (the most current version).
8. Body Worn Camera and Cell Phone Policy:  
Union accepts City policies and withdraws any and all outstanding claims, including SBLR case.

9. Sick Leave Buyback and Combined Buyback Caps (Article 14, Sec. 1(T):

Tier I: All current employees, including those who graduated from the Police Academy prior to October 20, 2012, and who have 20 years of actual city service may elect to exchange up to one hundred and fifty (150) days of accumulated sick leave which may be exchanged for no more than five (5) years of credited service (thirty [30] sick days shall equal one [1] year of credited service) pursuant to the guidelines herein. (These employees may also purchase prior city service time and/or military time for additional years of service for a total cap [sick, military, prior city service] of 9 years of service.)

Tier II: Employees who graduated after the October 20, 2012 Academy Class and who have 20 years of actual City of New Haven service may elect to exchange up to one hundred and fifty (150) sick days for no more than five (5) years of credited service (thirty [30] sick days shall equal one [1] year of credited service) pursuant to the guidelines herein. (These employees may also purchase prior city service time and/or military time for additional years of service for a total cap [sick, military, prior city service] of 8 years of service.)

Tier III: Employees hired after the ratification date of this contract may elect to exchange up to one hundred and fifty (150) sick days for no more than five (5) years of credited service (thirty [30] sick days shall equal one [1] year of credited service) pursuant to the guidelines herein. (These employees may also purchase (within 6 months of hire) prior city service time and/or military time for additional years of service for a total cap [sick, military, prior city service] of 6 years of service.)

10. FMLA:  
Union agrees to City proposal to adhere to federal as opposed to state FMLA requirement.

11. Y2K:  
Union agrees to clean up language of Y2K.

12. Caps for Utilization of Sick Leave Buyback:

Upon ratification: a cap of 20 Employees in the ratification calendar year may elect to utilize the sick leave buyback and shall have a sixty-day window period from the ratification to elect this buyback for the 2019 calendar year. The 20 most senior employees (based on time as a sworn New Haven officer plus any prior City time purchased) who provide a written notice of their intent to retire and use this benefit shall be eligible.

Thereafter, a cap of 20 employees per calendar year may elect to utilize the sick leave buyback within a window period from January 1 through February 28 of

each year of the contract to elect this buyback for that current year. The 20 most senior employees (based on time as a sworn New Haven officer only) who provide a written notice of their intent to retire and use this benefit shall be eligible.

Process for Utilization of Sick Leave Buyback: (Takes place in the Pension office)

- Employee must sign up during the window period of January 1 through February 28 of the year in which he/she desires to retire;
- Employee must identify, at sign up, a retirement date certain within the remainder of that calendar year (no later than December 31);
- No later than two months prior to the identified retirement date, employee must notify the pension office to either irrevocably confirm the identified retirement date or irrevocably rescind his/her retirement application;
- Should an employee choose to rescind his/her retirement application, the pension office shall notify the next eligible person on the retirement list, who then will be able to irrevocably file his/her retirement application, with a date certain no later than December 31.

13. Military Buyback:

Any current sworn police officer who has served in a branch of the United States Armed Forces (Army, Navy, Air Force, Marines, Coast Guard or Space Force; active call up time only for National Guard or Reserves) 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 military service – 1 year of service for pension purposes) and have said time credited for pension purposes, up to a maximum of four (4) years. This section is applicable and available to all members as outlined in the Combined Pension Buyback in #9. If a member has already purchased military buyback, they do not need to do so again.

There shall be a four-year total cap on military leave buyback. There shall be a one-time six-month window from the ratification of the contract for current employees to apply for this buyback. Once the window has been closed, there shall be no military buyback benefit. New employees have the option for military buyback only in the first six months after their hire.

14. Prior City Service Buy Back: Any current sworn police officer who has prior paid service with the City, shall have the opportunity to purchase pension time for each year of active City service and have said time credited for pension purposes, up to a maximum of four (4) years. This section is applicable and available to all members as outlined in the Combined Pension Buyback in #9. There shall be a one-time six-month window from the ratification of the contract for current employees to apply for this buyback. Once the window has been closed, there shall be no prior city service buyback benefit. New employees shall have the option for prior service buyback within the first six months after their hire. Prior



City service buyback shall be in accordance with the collective bargaining agreement.

NOTE: Employees who have previously purchased more than four years of prior City service time as of July 1, 2019, shall maintain those purchased years, but shall still be subject to the combined buyback cap for their applicable Tier as outlined in #9 above.

15. Change Article 16, Section 5c to provide that employees who graduated from the Police Academy after December 18, 2012 who have 25 or more years of service, and who are otherwise eligible for full retirement, or retire as a result of a service connected disability, shall be provided coverage for the employee and spouse in accordance with the provisions for active employees, provided the percentage shall be fixed at the time of retirement. If the surviving spouse remarries, these benefits will be terminated.

16. Article 14, Section 1 (E): Eligibility to Collect a Pension

Effective upon ratification:

Tier One: Current employees hired before December 18, 2012 shall be eligible to collect a pension payment after 20 years of service in the New Haven Police Department (service is defined as sworn service plus any combined buyback time).

Tier Two: Current members who graduated from the Police Academy on or after December 18, 2012 shall only be eligible to collect a pension payment after 25 years of service in the New Haven Police Department (service is defined as sworn service plus any combined buyback time) or attainment of a minimum age of 52 years.

Tier Three: Employees hired after Class 24 shall only be eligible to collect a pension payment after 25 years of sworn service only (does not include an combined buyback time) in the New Haven Police Department or attainment of a minimum age of 52 years.

17. The Union agrees to remove all provisions regarding shift differentials; shift differential will no longer exist for any individual, in any rank, for any shift.

All prior TA's and previous agreed upon language document submitted to the arbitration panel on July 17, 2019 shall be incorporated; all other proposals are deemed withdrawn.

/s/

Thomas McCarthy

/s/

Florencio Cotto

Director of Labor Relations

President, Elm City Local of the CT  
Alliance of City Police

Date: 8-19-19

Date: 8-19-19