

**7/1/2012 – 6/30/2016**

**AGREEMENT**

**BETWEEN**

**THE CITY OF HARTFORD, CONNECTICUT**

**AND**

**THE CITY OF HARTFORD**

**PROFESSIONAL EMPLOYEES ASSOCIATION,**

**SEIU, LOCAL 2001 CSEA**

# TABLE OF CONTENTS

	<u>Page</u>
<b>PREAMBLE</b> .....	<b>1</b>
<b>ARTICLE I - RIGHTS AND RECOGNITION</b> .....	<b>1-4</b>
Sec. 1.1 Recognition .....	1
Sec. 1.2 Union Security .....	2
Sec. 1.3 Check Off .....	2
Sec. 1.4 Dues Deduction Period .....	2
Sec. 1.5 Management Rights .....	3
Sec. 1.6 Prior Rights or Benefits .....	3
Sec. 1.7 No Strike No Lock-Out .....	3
Sec. 1.8 No Discrimination .....	3
Sec. 1.9 Exclusion .....	3-4
Sec. 1.10 Copies of Agreement .....	4
Sec. 1.11 Health and Safety .....	4
<b>ARTICLE II - GRIEVANCE PROCEDURE</b> .....	<b>4-7</b>
Sec. 2.1 Procedure .....	4-6
Sec. 2.2 Discharge .....	6
Sec. 2.3 Discipline .....	6
Sec. 2.4 Examinations and Appointments .....	7
<b>ARTICLE III - PERSONNEL, PAY AND BENEFITS</b> .....	<b>7-16</b>
Sec. 3.1 Classification and Pay .....	7
Sec. 3.2 Longevity Pay .....	7-8
Sec. 3.3 Personnel .....	8
Sec. 3.4 Insurance .....	8-12
Sec. 3.5 Pension .....	12-15
Sec. 3.6 Transfers .....	16
Sec. 3.7 Evaluation of Performance .....	16
<b>ARTICLE IV - HOURS AND OVERTIME</b> .....	<b>16-18</b>
Sec. 4.1 Hours of Work .....	16
Sec. 4.2 Overtime Pay .....	17
Sec. 4.3 Compensatory Time .....	17-18
Sec. 4.4 Timekeeping .....	18
<b>ARTICLE V - HOLIDAYS AND LEAVE</b> .....	<b>18-29</b>
Sec. 5.1 Holidays .....	18
Sec. 5.2 Vacations .....	18-19
Sec. 5.3 Sick Leave .....	20-23
Sec. 5.4 Maternity Leave .....	24
Sec. 5.5 Family Leave .....	24-25
Sec. 5.6 Compensation for Injuries and Disease .....	25-26
Sec. 5.7 Personal Leave for Perfect Attendance .....	26
Sec. 5.8 Bereavement Leave .....	26
Sec. 5.9 Military Leave .....	27
Sec. 5.10 Leave of Absence Without Pay .....	27
Sec. 5.11 Absence Without Leave .....	27-28
Sec. 5.12 Procedure in Requesting Leaves .....	28
Sec. 5.13 Resignation .....	28
Sec. 5.14 Furlough Days .....	28-29

<b>ARTICLE VI - GENERAL PROVISION</b> .....	<b>29-33</b>
Sec. 6.1 Union Activities .....	29
Sec. 6.2 Visitation by Union Representative .....	29-30
Sec. 6.3 Bulletin Board .....	30
Sec. 6.4 Classification Plan .....	30
Sec. 6.5 Convention Leave .....	31
Sec. 6.6 Seniority List .....	31
Sec. 6.7 Mileage .....	31
Sec. 6.8 Deferred Compensation .....	31
Sec. 6.9 Meal Allowance .....	31-32
Sec. 6.10 Salary Increments .....	32
Sec. 6.11 Salary Rates in Transfers, Promotion or Assignment .....	32-33
Sec. 6.12 Substance Abuse Policy.....	33
<b>ARTICLE VII - LAYOFF PROCEDURES</b> .....	<b>33-34</b>
Sec. 7.1 Order of Layoff .....	33-34
Sec. 7.2 Notice of Layoff .....	34
Sec. 7.3 Recall from Layoff .....	34
<b>ARTICLE VIII – COVENANTS</b> .....	<b>35-36</b>
Sec. 8.1 Local Legislation .....	35
Sec. 8.2 Federal Programs .....	35
Sec. 8.3 Saving Clause .....	35
Sec. 8.4 Effective Dates .....	35
Sec. 8.5 Duration .....	35
Sec. 8.6 Entire Agreement .....	36
<b>SIGNATURE PAGE</b> .....	<b>36</b>
<b>APPENDIX A – Salary Rates</b> .....	<b>37-51</b>
<b>APPENDIX B – City of Hartford Benefits Matrix</b> .....	<b>52-55</b>
<b>APPENDIX C – Substance Abuse Policy</b> .....	<b>56-59</b>
<b>APPENDIX D – State/National Health Insurance Plan(s)</b> .....	<b>60</b>
<b>APPENDIX E – Memorandum of Understanding – Affirmative Action</b> .....	<b>61</b>
<b>APPENDIX F – Memorandum of Understanding - Trinity College Courses</b> .....	<b>62</b>
<b>APPENDIX G – January 14, 2008 Resolution Regarding Military Leave</b> .....	<b>63</b>
<b>APPENDIX H – May 13, 2002 City Ordinance Concerning USERRA Pension     Reemployment Benefits</b> .....	<b>64-66</b>

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**AND**

**THE CITY OF HARTFORD**

**PROFESSIONAL EMPLOYEES ASSOCIATION,**

**SEIU, LOCAL 2001, CSEA**

**PREAMBLE**

The following Agreement between the City of Hartford, Connecticut, hereinafter referred to as the City, and the City of Hartford Professional Employees Association, Service Employees International Union (SEIU), Local 2001 CSEA, hereinafter referred to as the Union, is recorded in written form to meet the requirements as set forth in Section 7-470(c) in the Municipal Employees Relations Act of the General Statutes of the State of Connecticut.

**ARTICLE I**

**RIGHTS AND RECOGNITION**

**SECTION 1.1 RECOGNITION**

The City recognizes the City of Hartford Professional Employees Association, CSEA, Local 2001, SEIU, as the sole and exclusive bargaining agent pursuant to the certification issued by the Connecticut State Board of Labor Relations on August 18, 1982 (ME 6955) March 20, 1985 (ME 9060) July 15, 1987 (MER 10,693) February 3, 1988 (ME 11,037), November 6, 1991 (ME 14064) and January 24, 1995 (ME - 16,857) for the purpose of collective bargaining under the provisions of the Municipal Employee Relations Act of the state of Connecticut. The Union recognizes the Mayor and/or his designated representative or representatives as the sole and exclusive representative of the City of Hartford, Connecticut, for the purpose of collective bargaining.

## **SECTION 1.2 UNION SECURITY**

All employees in the unit who are Union members on the effective date of this Agreement, or who afterward join, must remain members to the extent of paying monthly dues uniformly required of all members for the duration of this Agreement as a condition of continued employment.

All employees in the unit who are not Union members shall, as a condition of continued employment, pay to the Union each month a service charge as a contribution toward the cost of the administration of this Agreement; provided however, that no employee shall be required to comply with this Section before the first of the month following 30 days from the date the employee becomes a bargaining unit member, i.e. date of regular appointment into a bargaining unit position. The amount of such service charge shall be equivalent to the amount uniformly required of all those who become members of the Union. The Human Resources Department will provide the Union President on a monthly basis a listing of all employees entering the bargaining unit along with the department employed, class code and the effective date of hire or entry into the bargaining unit class.

The Union agrees to indemnify and hold harmless the City for any loss or damage arising from the operation of this Section.

## **SECTION 1.3 CHECK OFF**

The City agrees to deduct from the pay of all employees covered by this Agreement, who authorize such deductions from their wages in writing, such membership dues or service charges and initiation fees as may be uniformly assessed by the Union. Neither any employee nor the Union shall have any claim against the City for errors in the processing of deductions unless a claim of error is made in writing to the City within 60 calendar days after the date of such deductions were or should have been made. The obligation of the City for funds actually deducted under this Section terminates upon delivery of the deductions so made to the person authorized to receive such amounts from the City.

The Union agrees to indemnify and hold harmless the City for any loss or damages arising from the operation of this Section.

## **SECTION 1.4 DUES DEDUCTION PERIOD**

The deduction period for any month shall be made during the 4<sup>th</sup> payroll week of said month and shall be remitted to the Union, together with a list of names of employees from whose wages such deductions have been made, not later than the 15<sup>th</sup> day of the following month. When the bi-weekly payroll is implemented, the deduction period for any month shall be made during the 2<sup>nd</sup> payroll period of said month.

## **SECTION 1.5 MANAGEMENT RIGHTS**

Except as specifically abridged or modified by any provision of this Agreement, the City, acting through its departments and agencies, will continue to have, whether exercised or not, all of the rights, powers and authority heretofore existing, including but not limited to the following: determine the standards of services to be offered by its departments and agencies; determine the standards of selection for employment; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; issue rules and regulations; maintain the efficiency of governmental operations; determine the methods, means and personnel by which the City's operations are to be conducted; determine the content of job classifications; establish and revise or discontinue policies, programs and procedures to meet changing conditions and to better serve the needs of the public; exercise complete control and discretion over its organization and the technology of performing its work; and fulfill all of its legal responsibilities. The above rights, responsibility and prerogatives are inherent in the Court of Common Council and the Mayor by virtue of statutory and charter provisions and cannot be subject to any grievance or arbitration proceeding except as specifically provided for in this Agreement.

## **SECTION 1.6 PRIOR RIGHTS OR BENEFITS**

Nothing in this Agreement shall be construed as abridging any right or benefit that employees have enjoyed heretofore, provided such right or benefit is not superseded by the terms of this Agreement.

## **SECTION 1.7 NO STRIKE NO LOCK-OUT**

The Union agrees that it will not call or support any strike, work stoppage, work slowdown or any other action against the City that would impede the proper functioning of the City government at any time. The City agrees that it will not lock out any employee at any time.

## **SECTION 1.8 NO DISCRIMINATION**

The provisions of the Agreement shall be applied equally to all employees in the bargaining unit without discrimination because of age, sex, marital status, race, color, creed, national origin, political affiliation, residence, sexual orientation or union membership. All references to employees in this Agreement designate both sexes, and whenever the male gender is used it shall be construed to include male and female employees.

## **SECTION 1.9 EXCLUSION**

Part-time, seasonal and temporary employees are excluded from this Agreement; provided, however, that part-time employees are included in this Agreement only to the extent that they will be paid in accordance with Appendix A of the Agreement on an hourly basis and provided further that effective July 1, 1989 those part-time employees who worked

at least 910 hours in the previous fiscal year will be credited with 10 half days of vacation and 5 half days of holiday pay. Said part-time employees shall have the right to grieve any violation of this Section under the grievance procedure in the contract.

#### **SECTION 1.10 COPIES OF AGREEMENT**

As soon as practicable after the signing of this Agreement, the City will provide the Union with copies of the Agreement to distribute to each employee in the bargaining unit and 50 additional copies to the Union President. The City will supply a copy of this Agreement to each new hire in the bargaining unit during the term of this Agreement. The parties will mutually decide the method of printing the Agreement; and the Union and the City will share equally the cost, provided however, the Union's share not exceed \$500.00.

#### **SECTION 1.11 HEALTH AND SAFETY**

The City is committed to providing a safe and healthy working environment in accordance with the provisions of OSHA.

## **ARTICLE II GRIEVANCE PROCEDURE**

#### **SECTION 2.1 PROCEDURE**

Any grievance or dispute which may arise between the parties concerning the application, meaning or interpretation of this Agreement, unless specifically excluded by this Agreement, shall be settled in the following manner:

**Step 1.** The aggrieved employee, who may be represented by a representative of the Union, shall present the facts to his immediate supervisor within 10 working days of the date on which the grievance or dispute arose, who shall render his decision to the employee and the Union representative within 10 working days from the day the grievance was presented.

**Step 2.** If the grievance is not resolved in Step 1, the employee or Union representative shall reduce the grievance to writing within 10 working days and present it to the Department Head. It shall include:

- (1) A statement of the grievance and the facts involved.
- (2) The alleged violation of the specific provision of this Agreement.
- (3) The remedy requested.

The Department Head shall arrange a meeting with all parties concerned present, to review the facts and shall notify the employee and the Union representative of his decision in writing within 15 working days from the day the grievance was submitted to him.

**Step 3.** If the grievance is not resolved in Step 2, the employee or the Union representative shall present it to the Director of Human Resources within 10 working days after the decision of the Department Head is received.

If requested by the employee or the Union or if the Director of Human Resources or his designated representative determines that a meeting is required with the interested parties, such meeting will take place no later than 10 working days after the receipt of the grievance and in any case, the Director of Human Resources shall render his decision in writing within 10 working days of the meeting and if no meeting is to be held, his decision shall be rendered within 20 working days of receipt of the grievance.

**Step 4.** If the Union is not satisfied with the decision rendered in Step 3, it shall notify, in writing, the Director of Human Resources within 10 working days after receipt of the decision that it intends to submit the grievance to arbitration; and shall simultaneously file notice of appeal with the Connecticut State Board of Mediation and Arbitration, which shall act on such request in accordance with its rules and procedures. Said arbitration panel shall be limited to the express terms of the contract and shall not have the power to modify, amend or delete any terms or provisions of the Agreement.

Nothing in this article is intended to prohibit the City from processing a grievance through the grievance procedure up to and including arbitration. Any such grievance shall be submitted first to the Union President. If not satisfactorily resolved within two weeks of its submission, the City may submit the grievance to the Connecticut State Board of Mediation and Arbitration.

The decision rendered at step four shall be final and binding on the parties.

It is mutually understood and agreed that no probationary employee at the entrance level shall have access to the grievance procedure where the issue is one of his discipline or discharge, and no probationary employee in any promotional classification shall have access to the grievance procedure where the issue is one of his demotion.

The City shall notify the Union within five working days following the filing of a grievance at Step 3 by any employee in the bargaining unit when the submitted written grievance does not carry the signature of a Union official or its attorney.

In order to avoid the necessity of processing at one time numerous grievances originating with the same event, the Union may file a single grievance at the appropriate step. When this occurs, all other grievances, on the same event shall be held in abeyance, and the Union grievance shall be processed as a precedent. When such grievance is resolved, the parties shall, within four weeks of the date the precedent grievance is resolved, review the other grievances that were held in abeyance in an effort to resolve them. If any such grievance cannot be settled on the basis of the precedent grievance, it shall be processed in

accordance with the grievance procedure, and once more in accordance with the time limitations established in this Agreement and as if initiated in a timely fashion.

If the Union fails to comply with the time limits at any step, the grievance will be considered to be dropped. If the City fails to comply with the time limits at Step 1 and Step 2 of the grievance procedure, the grievance shall automatically advance to the next step i.e. to Step 2 and Step 3 respectively. This provision shall not apply where the parties have mutually agreed to extend the time limits.

## **SECTION 2.2 DISCHARGE**

The City may discharge an employee for just cause. In doing so, the City must first suspend the employee for 5 days and notify the employee and the Union in writing of the action against him. Any employee who is separated from the service of the City including but not limited to discharge who has completed his/her probationary period shall have the right to appeal his/her discharge or other separation from service and to have union representation provided that such appeal starts at the third step of the grievance procedure and provided further that such appeal must be made in writing within 10 working days of the effective date of such discharge or separation.

## **SECTION 2.3 DISCIPLINE**

A. The City shall have the right to discipline employees for just cause. All disciplinary actions shall be applied in a fair manner and shall not be inconsistent with the infraction for which the disciplinary action is being taken.

B. No demotion shall be made as a disciplinary action unless the employee to be demoted is eligible for permanent employment in a lower class and no employee shall be demoted if a permanent employee in the lower class would be laid off by reason of this action.

C. Except for initial probationary employees, all suspensions and discharges must be stated in writing with reason given and a copy given to the employee and mailed to the President of the Union at the time of suspension or discharge.

D. An employee who has completed his probationary period may appeal any disciplinary action through the grievance procedure. Discharge shall be in accord with Section 2.2 of this Agreement.

E. Grievances involving suspensions shall be processed beginning at Step 2 of the grievance procedure.

**SECTION 2.4 EXAMINATION AND APPOINTMENTS**

It is understood and agreed that the parties to this Agreement are subject to Section 7-474(g) of the Connecticut General Statutes and that the sole and exclusive remedy for any dispute or controversy arising out of or related to that Section shall be a complaint filed to the State Board of Labor Relations.

**ARTICLE III  
PERSONNEL, PAY AND BENEFITS**

**SECTION 3.1 CLASSIFICATION AND PAY**

The pay rates and pay ranges for job classes in the bargaining unit shall be as prescribed in Appendix A, attached.

All bargaining unit employees shall convert to a bi-weekly payroll if and when the City implements such a payroll schedule.

The parties agree that all pay-related checks will be direct deposited by the City of Hartford.

**SECTION 3.2 LONGEVITY PAY**

Longevity payments to all full-time employees in the bargaining unit (excluding temporary, seasonal, part-time, and per diem employees) shall be based on the following scale:

<b><u>Total Annual Aggregate Years of Service</u></b>	<b><u>Longevity Payment</u></b>
6 years but less than 10	\$125
10 years but less than 15	\$175
15 years but less than 20	\$250
20 years or more	\$350

Time spent in the armed forces of the United States (i.e., Army, Navy, Air Force, Marine Corps and Coast Guard) while on leave from the City, shall be included in determining the number of aggregate years of service.

The date used to determine eligibility for longevity payment shall be July 1, of each and every year; provided, however, that the annual earned longevity payment shall be due and payable in one lump sum payment on December 1<sup>st</sup> of each and every year only to those employees who are in active service on said December 1<sup>st</sup> and to those employees who have

retired or been laid off in the period between the determination of their eligibility on July 1 and the date of payment on December 1.

Said longevity payments shall not affect the annual increment to which an employee is entitled but are compensation for continued and faithful service to the City.

### **SECTION 3.3 PERSONNEL**

The City and the Union shall adhere to all provisions of ordinances, laws and the Personnel Rules and Regulations in effect January 1, 1983 which apply to collective bargaining matters, which are not otherwise superseded by the terms of this Agreement.

All Department Heads will have on file a copy of the Personnel Rules and Regulations in effect on January 1, 1983. Bargaining unit members in each department shall have reasonable access to the file copy.

The Union President will receive a copy of any proposed change in the Personnel Rules and Regulations prior to the public hearing on any such proposed change.

### **SECTION 3.4 INSURANCE**

A. The medical and prescription drug benefits and coverage as outlined in the July 1, 2009 through June 30, 2012 Collective Bargaining Agreement will continue to be provided to employees and their eligible dependents during the month of July 2012. Effective August 1, 2012, the City will provide benefits and coverage for each employee and each employee's enrolled eligible dependents under the plan.

B. **The Dental Plan.** The City will pay the cost of covering each employee and each employee's enrolled dependents under The Dental Plan. Enrolled dependent children will be covered through age 26.

Effective July 1, 1989, the City will pay the cost of covering each employee for Blue Cross Dental Riders A, D, and E. The employee shall pay the cost of covering enrolled dependents for these dental riders through payroll deductions.

Effective July 1, 1990, the City shall pay the cost of covering each employee and each employee's enrolled dependents for Blue Cross Dental Riders A, D, and E.

Effective July 1, 1989, the City will make available to each employee and each employee's enrolled dependents Blue Cross Dental Rider C. The cost of this dental rider will be entirely borne by the employee through payroll deduction.

Effective July 1, 1991, the City shall pay the cost of covering each employee for Blue Cross Dental Rider C. The employee shall pay the cost of covering enrolled dependents for this dental rider through payroll deductions.

The Blue Cross Dental Rider options that may be exercised by employees will be subject to the terms and conditions of the insurance policy.

Effective July 1, 2013, the City will provide each employee and each employee's eligible enrolled dependents with the full service dental plan with Riders A, B, C, and D that were in effect on June 30, 2012 or an alternative plan as provided in Paragraph H of this Section.

Effective July 1, 2013, bargaining unit members shall contribute seven and one-half percent (7.5%) of the carrier's determined rates for their dental insurance based on single, two person or family coverage under the Plan.

C. Effective July 1, 2010, each employee enrolled in health coverage described in this Section shall pay, via payroll deduction, fifteen percent (15%) of the carrier's determined rates for their health insurance based on single, two person or family coverage under the Plan.

Effective July 1, 2013, each employee enrolled in the health coverage described in this Section shall pay, via payroll deduction, fifteen and one-half percent (15.5%) of the carrier's determined rates for their health insurance based on single, two person or family coverage under the Plan.

Effective July 1, 2014, each employee enrolled in the health coverage described in this Section shall pay, via payroll deduction, sixteen percent (16%) of the carrier's determined rates for their health insurance based on single, two person or family coverage under the Plan.

Effective July 1, 2015, each employee enrolled in the health coverage described in this Section shall pay, via payroll deduction, sixteen and one-half percent (16.5%) of the carrier's determined rates for their health insurance based on single, two person or family coverage under the Plan.

An employee's contributions for each fiscal year shall not exceed 125% of the employee's previous year's contributions. The City shall maintain a Section 125 plan for health insurance contributions as approved by the IRS.

D. **Group Life Insurance.** The City will pay the cost of group life insurance for all employees enrolled in such plan or who thereafter enroll in such plan according to present terms.

E. **Coverage.** All insurance coverage shall become effective as follows:

For a person employed in the first 20 days of the month, these insurances will become effective on the first of the month following one complete month of service.

For a person employed after the 20<sup>th</sup> of the month, they will become effective on the first of the month following two complete months of service.

**F. Survivor's Insurance.** The City will continue to allow eligible survivors of an active or retired employee to buy the City Health Insurance Plan by pension deduction at the rates payable for employees who are included in the City's group plan. This benefit shall apply only to a surviving spouse and/or those dependent children who were covered by the City's group insurance at the time of the employee's or pensioner's death and shall be available until the spouse dies, remarries, or attains age 65; in the case of dependent children, this benefit shall be available until they reach 19, or age 24 if qualified.

**G. Insurance Benefits for Retirees.** Employees whose effective date of retirement is on or after April 22, 2013 (the approval of the 2012-2016 Agreement) shall be eligible to purchase health insurance coverage through the City. Said retiree health insurance coverage shall be the same health insurance coverage that is offered to active employees as that coverage may change from time to time through negotiations. Employees who retire after 20 years of service (or 25 years for those hired into the bargaining unit after October 1, 1997 as per Section 3.5D (6)) shall be eligible for the following retiree health benefits:

(1) Beginning when the retiree reaches his/her 55<sup>th</sup> birthday, the City will pay \$50.00 per month towards the cost of the health insurance until the retiree reaches age 62.

(2) Thereafter, beginning the first month following the retiree's 62<sup>nd</sup> birthday, the City will pay the full cost of the City Health Plan (excluding dental) until the retiree reaches age 65.

(3) Employees who wish to withdraw from the health insurance coverage available under Subsections A and B above may re-enroll at any time thereafter up to age 64 years and 6 months in the health insurance plan available at the date of re-enrollment provided they submit evidence of insurability for themselves and any qualified dependents and are found insurable by the insurance carriers. Retirees who re-enroll prior to age 62 will be required to pay the full costs of the health insurance plans from the date of re-enrollment to age 62. At age 62, the costs of the health insurance plans (but not dental) will be paid by the City as provided for in Subsection G (2) above.

**H. Substitution of Insurance Plans.** The City reserves the right to substitute alternative plans to the Blue Cross and Blue Shield plans indicated in this Section; provided, however, that any substitute plan will offer at least the same level of benefits and privileges provided by the Blue Cross and Blue Shield plans and provided further that it is not the City's intent to substitute a plan or plans which restrict the employee's right to choose his or her provider of medical services.

**I. HMO Option.** The City and the Association agree that qualified Health Maintenance Organizations (HMO) may be offered to bargaining unit members and retirees on an individual option basis as such plans become available as an alternative to the City

Health Insurance Plan and coverage described in this Agreement or such other substituted plan coverage that the City may choose in accordance with Subsection H above.

In addition to payments made pursuant to Subsections B and C above, the parties agree that any employee who enrolls in such a plan will pay, through payroll deduction, any and all costs for the selected HMO which are in excess of the rates paid by the City for the City Health Insurance Plan and coverage described in this Agreement or other coverage that the City may choose in accordance with Subsection H above.

It is understood that present federal law requires the option be made available on an annual basis to all employees in the bargaining unit.

**J. Supplemental Universal Life Insurance.** A supplemental Universal Life Insurance Plan is available to employees who may voluntarily participate in such plan at the employee cost. Employees may insure themselves, spouse, children and/or grandchildren through payroll deductions.

**K.** Effective July 1, 1992 the City shall make available the same Long-Term Disability Plan currently available to non-bargaining unit employees, provided the participating employee: (1) pays the full cost of such coverage by payroll deduction and (2) meets any individual and collective eligibility requirement imposed by the carrier.

**L. Withdrawal from Health Care Coverage.** Effective July 1 immediately following the approval of the 2012-2016 Agreement and each July 1 thereafter, bargaining unit members who are eligible for medical, prescription drug and dental insurance benefits through the City may voluntarily elect, subject to Section 125 of the Internal Revenue Code, to waive their City-provided medical, prescription drug and dental insurance coverage for a minimum of one (1) year, except as provided below. A bargaining unit member who opts not to accept medical, prescription drug and dental insurance through one of the City's medical and dental insurance plans, in lieu thereof, shall be paid an annual amount of Two Thousand Five Hundred Dollars (\$2,500.00) at the end of that fiscal year, provided the bargaining unit member timely notifies the Benefits Administration Office before the close of the annual open enrollment period. In order to be eligible for this annual payment, the bargaining unit member shall be required to sign a waiver of insurance and must provide evidence of alternate coverage under another group health benefit program. This waiver, including the evidence of alternate coverage, must be renewed each year during the annual open enrollment period. Payment for the waiver will be paid only upon the completion of the entire plan year, payable in July of the new fiscal year.

Any bargaining unit member who subsequently becomes ineligible under some alternate medical insurance coverage during the one (1) year period due to an eligible qualifying event shall be entitled to re-enroll under the City's medical, prescription drug and dental insurance provisions provided that the bargaining unit member provides the City's Benefits Administrator with proof of the eligible qualifying event. No proof of insurability shall be required. If a bargaining unit member re-enrolls in one (1) of the City's medical

insurance plans before the expiration of the one (1) year period, he or she shall receive a pro-rated amount for any full month that he or she has not received medical insurance from the City, provided, however, that a minimum of six (6) full months of non-participation in the City's medical insurance is required.

A bargaining unit member does not qualify for the payment of the voluntary waiver where the bargaining unit member declines City provided medical, prescription drug and dental insurance coverage because the bargaining unit member's spouse is employed by the City, Hartford Board of Education, Hartford Public Library or other City Agency ("City Affiliates"); and as a result the bargaining unit member remains insured through any of the City Affiliates.

### **SECTION 3.5 PENSION**

A. All present pension benefits for bargaining unit members will remain in effect except for the following changes:

(1) Effective July 1, 1987, an employee with at least 25 years of service and at least 55 years of age, or an employee with at least 10 years of service and at least 60 years of age will be eligible for a pension based on 2% of the employee's final average pay per whole year of service until age 62. At age 62 the pension will be recomputed on the basis of 1% of 50% of that portion of the employee's average earnings on which Social Security taxes were paid and said 50% of the average Social Security earnings, multiplied by the number of whole years of service.

(2) Effective July 1, 1987, an employee who is at least 55 years of age and has at least 10 years of City service will be eligible to receive a pension based on the above formula reduced by 2% for each year the employee retires short of age 60 with proration for fractions of a year. Said reduction formula shall apply for the duration of the pension benefit.

(3) Effective July 1, 1987, an employee may purchase up to four years of military service time for service in the armed forces of the United States for periods of service, any of which occurred during the periods set forth in Section 27-103 of the General Statutes of the State of Connecticut, at the rate payable at the time of entry into City service, with interest at the rate of 7% per annum payable on or before January 1, 1988 for those employed at the time this provision takes effect or within one year of the start of employment for those hired after July 1, 1987. The period of such service for which the employee receives credit shall be counted for the purpose of computing the amount of his or her retirement allowance provided such employee shall have completed 10 years of continuous service or 15 years of active aggregate service with the City of Hartford or shall be retired prior thereto, due to disability incurred in the course of his or her employment.

(4) Effective July 1, 1987, the employee contribution rate to the pension fund shall be increased to 3.5% on the Social Security covered portion of earnings. The City will continue to credit and pay 3% interest on employee contributions as provided in

Subparagraph c of Section 3.5 of the Agreement terminating June 30, 1985. Upon attaining 50 years of age any employee in the bargaining unit will receive, upon written request directed to the Pension Commission, a projected pension benefit for that particular employee, as of such date as the employee may specify, but no more than once annually.

B. Notwithstanding any of the above pension provisions which became effective on or before July 1, 1987, the following pension provisions will become effective for any bargaining unit member who retires on or after July 1, 1989.

(1) Effective July 1, 1989, an employee with at least 25 years of service and at least 55 years of age, or an employee with at least 10 years of service and at least 60 years of age will be eligible for a pension based on 2.0% of the employee's final average pay per whole year of service. Final average pay is defined as the highest five years of pay out of the last ten years of service.

(2) Effective July 1, 1989, an employee who is at least 55 years of age and has at least 10 years of City service will be eligible to receive a pension based on the above formula reduced by 4.0% for each year the employee retires short of age 60 with proration for fractions of a year. Said reduction formula shall apply for the duration of the pension benefit.

(3) Effective the first payroll period following July 1, 1989, the employee contribution rate to the pension fund shall be 4.0% on the Social Security covered portion of earnings and 7.0% on the excess.

(4) Effective July 1, 1989, an employee's maximum pension under this Agreement is 70.0% of the gross final average pay.

(5) Effective July 1, 1989, an employee who retires on or after July 1, 1989 pursuant to the City Charter Chapter XVII, Section 3(c) Mandatory Retirement or 3(e) Retirement for Disability, or is forced to retire for medical reasons, shall receive a pension calculated on 2% of the employee's final average pay per whole year of service.

C. Effective July 1, 1993:

(1) For purposes of the City Charter Chapter XVII Section 3, final average pay shall be based on the highest 2 of the last 5 years earnings.

(2) The employee contribution rate to the pension fund shall be 5% on the Social Security covered portion of earnings and 8% on the excess.

(3) There shall be no minimum age requirement for a normal (unreduced) pension after 25 years of City service.

(4) Upon IRS approval the City will implement a Section 414(h)(2) plan for pension contributions.

D. Effective October 1, 1997:

(1) Only bargaining unit employees hired into the bargaining unit before October 1, 1997, shall be eligible for normal retirement upon the completion of at least twenty (20) years of full-time service regardless of his or her age. The normal retirement allowance for such bargaining unit employees shall be based upon 2.5% of the employee's final average pay for each whole year of service to a maximum of 70% of final average pay. Final average pay is defined as the highest two (2) of the last five (5) years of his or her gross earnings.

(2) An employee hired into the bargaining unit before October 1, 1997 with at least 10 years of service and at least 60 years of age will be eligible for a pension based on 2.5% of the employee's final average pay for each whole year of service. An employee hired into the bargaining unit before October 1, 1997 who is at least 55 years of age and has at least 10 years of service will be eligible to receive a pension based on the above formula reduced by 4.0% for each year the employee retires short of age 60 with proration for fractions of a year. Said reduction shall apply for the duration of the pension benefit.

(3) Effective the first payroll period following October 1, 1997, the employee contribution rate to the pension fund shall be 6.5% on the Social Security covered portion of earnings and 9.5% on the excess.

(4) Effective October 1, 1997 a bargaining unit member hired into the bargaining unit before October 1, 1997 who is eligible for retirement benefits as defined in Sections 3.5 D (1) and D (2) may, upon retirement and prior to any sick pay formula reduction, use a portion of his or her accumulated sick leave to purchase up to four (4) years of additional pension service time for the purpose of computing the amount of his or her retirement allowance. Additional pension service time may be purchased from accumulated sick leave at the rate of twenty (20) days of accumulated sick leave for each year of pension service time. The additional retirement allowance will be calculated in accordance with Section 3.5 D (1) above, provided however, that bargaining unit members eligible for the sick leave "exchange" shall not exceed a maximum benefit of 80% of final average pay for those employees who retire on or before July 1, 2001 and 70% for employees who retire subsequent to that date. Such additional purchased service time shall not be used for establishing eligibility for normal retirement benefits as provided in Section 3.5 D (1) and D (2) above. Any accumulated sick leave remaining after the exchange shall be subject to the provisions of Article V, Section 5.3. Employees who exchange accumulative sick leave for additional pension service time shall pay any and all Federal and State taxes resulting from such exchange as if such exchange were made pursuant to Article V, Section 5.3 of this Agreement. This sick leave exchange provision shall remain in effect until this Agreement is replaced by a successor agreement in accordance with Connecticut General Statute 7-474.

(5) Any employee hired into the bargaining unit prior to October 1, 1997 and who retires on or after October 1, 1997 pursuant to the City's Charter, Chapter XVII, Section 3(c), Mandatory Retirement, or 3(e), Retirement for Disability, or is forced to retire for medical

reasons shall receive a pension calculated on 2.5% of the employee's final average pay per whole year of service.

(6) Notwithstanding any of the pension provisions above which become effective on October 1, 1997, any employee hired into the bargaining unit after October 1, 1997 shall have the pension provisions in effect on or before July 1, 1993, as set forth above.

(7) Any individual who becomes a member of the CHPEA bargaining unit after October 1, 1997, who, at all times between September 30, 1997 and the date immediately prior to his/her employment as a CHPEA member, both dates inclusive, was a Qualified Member of HMEA and/or a member of the City of Hartford non-bargaining unit, and, as such, also was a member of the MERF, (herein, a "Transferring Employee"), shall be eligible to receive the same retirement benefits as are provided to CHPEA bargaining unit employees under this contract who were actively employed by the City as of October 1, 1997 (herein, "Current Employees") on and subject to the same terms and conditions as apply to said Current Employees when the Transferring Employee retires. For purposes of this paragraph, a "Qualified Member of HMEA" shall mean any employee who was a member of the City of Hartford Municipal Employees Association (HMEA) who was employed as such prior to December 1, 1998.

E. Notwithstanding anything to the contrary set forth in Section 3.5, no bargaining unit member shall be entitled to receive a pension benefit in excess of the amount which is permitted under Section 415 of the Internal Revenue Code of the United States as from time to time amended.

F. Effective July 1, 2003, bargaining unit members shall be vested in the City Pension Plan after five (5) years of continuous, uninterrupted service.

G. Eligibility for normal retirement for all bargaining unit members hired on or after June 23, 2003 shall be at age fifty-five (55) with twenty-five (25) years of service. The pension benefit for all bargaining unit members hired on or after June 23, 2003 shall be based on two percent (2%) of the employee's final average pay for each whole year of service to a maximum of 70% of final average pay. Final average pay is defined as the highest two (2) of the last five (5) years of earnings. Bargaining unit members hired on or after June 23, 2003 shall not be eligible for the sick leave exchange as provided in Section 3.5 D(4). The employee contribution rate to the pension fund for all bargaining unit members hired on or after June 23, 2003 shall be 5% on the Social Security covered portion of earnings and 8% on the excess.

H. Effective February 1, 2006, bargaining unit members who were hired into the bargaining unit on or after October 1, 1997 through June 22, 2003 and were members of the bargaining unit as of January 1, 2006 shall have the same pension benefits and employee contributions as those bargaining unit members who were hired before October 1, 1997 as described in Section 3.5 D.

## **SECTION 3.6 TRANSFERS**

A. Employees transferred to a position in the same class to another department will serve a maximum probationary period of three months. The probationary period may be extended for up to three additional months with written notice to the employee.

B. Each department shall establish an interdepartmental transfer list by classification. Employees wishing to transfer to a different unit or division within the department may place their name on the list. The Department Head or his/her designee shall consider the candidates on the list before appointing any candidate. There will be a 3 month probationary period for all transfers made under this paragraph.

## **SECTION 3.7 EVALUATION OF PERFORMANCE**

During an employee's probationary period, the employee may respond in writing to any written evaluations of his performance and shall have such written response entered into his Personnel file; provided, however, that such written evaluations shall not be subject to the grievance procedures.

In the event of a dispute concerning a Social Worker's quality control rating, the employee and the immediate supervisor shall meet to resolve the dispute. If the dispute is not resolved, the employee may submit the dispute to the Department Head and the employee may be represented by a Union official. The Department Head's decision shall be final and binding.

# **ARTICLE IV HOURS AND OVERTIME**

## **SECTION 4.1 HOURS OF WORK**

Effective July 1, 2008, the work week for all bargaining unit employees shall increase to forty (40) hours per week. Normal hours for employees working a forty (40) hour work week shall be from 8:00 a.m. until 5:00 p.m. with one (1) hour for lunch.

Employees may request, for reasons of hardship, a work schedule at variance with the standard hours. If requested, the Department Head and the employee will mutually agree regarding the variant work schedule. Final approval must be received from the Director of Human Resources; however, approval will not be unreasonably denied. Any dispute shall be subject to the grievance procedures; provided, however, the decision at the third step shall be final and binding.

## **SECTION 4.2 OVERTIME PAY**

A. Effective July 2, 1989 the 5% in lieu of overtime pay increment shall be converted to an additional annual step in Appendix A of this Agreement and employees will receive compensation for overtime work as provided for only in this Section and in Section 4.3 of this Agreement.

In no event will an employee who is employed as a bargaining unit member as of July 1, 1989 suffer a loss of pay as a result of this Section, provided, however, any employee who is appointed or promoted to a position in the bargaining unit on or after July 2, 1989 shall not receive an additional increment in lieu of overtime pay.

B. Bargaining unit employees in the Public Works Department or Health and Human Services Department shall, in lieu of compensatory time as described in Section 4.3, be entitled to their straight time hourly rate of pay for all work performed beyond the normal workday or week for snow or ice removal, emergency shelter coverage, or declared emergency.

C. Employees who participate in the WIC (Special Supplemental Programs for Women, Infants, and Children) Volunteer Program will have the option to receive overtime pay or compensatory time for all hours worked in excess of forty (40) hours in a work week. Overtime pay will be at the rate of time and one half the employee's regularly hourly rate of pay for all work performed in excess of forty (40) hours in any work week. Sick leave will not count towards the 40 hour work week for calculation of overtime pay. Compensatory time will be earned and used in accordance with Section 4.3.

## **SECTION 4.3 COMPENSATORY TIME**

Compensatory time means work performed by a bargaining unit employee beyond the normal work day (as defined in Section 4.1 above), which involves work or assignments in addition to the employee's normal duties or to meet exceptional workload demands of the department which has been authorized by the Department Head or designee. Compensatory time may be scheduled as time off at any time mutually agreeable to the employee and the Department Head within the fiscal year in which it was earned. Requests for authorization of compensatory time or the taking of compensatory time may not be unreasonably withheld. Compensatory time may be accumulated in 1 hour increments up to a maximum of ten days within one fiscal year and may not be carried forward into the next fiscal year except that any such time accumulated in the last two months of any fiscal year may be carried forward into the next fiscal year. Compensatory time accumulated shall not be cashed out upon separation from City service.

The employee has a professional responsibility to perform work which qualifies as compensatory time, within the normal work week, regardless of the amount of such time accumulated.

In addition to the aforementioned compensatory time, an employee may request time off during the normal work week upon prior approval of the Department Head, such approval not to be unreasonably withheld, provided the employee nevertheless works a 40 hour work week, including any paid leave provided under this Agreement.

**SECTION 4.4 TIMEKEEPING**

The parties agree to implement and utilize a new timekeeping system. The City will meet with CHPEA to discuss the system once it is selected.

**ARTICLE V  
HOLIDAYS AND LEAVE**

**SECTION 5.1 HOLIDAYS**

The following holidays shall be observed in accordance with the Personnel Rules and Regulations:

New Year's Day	Independence Day
Martin Luther King Day	Labor Day
Lincoln's Birthday	Columbus Day
Washington's Birthday	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Christmas Day

**SECTION 5.2 VACATIONS**

Effective Fiscal Year 2012-13, each employee in the bargaining unit shall accumulate during and after his probationary period vacation leave with pay on May 1st according to the following schedule:

A. Employees who have less than one year of service on May 1<sup>st</sup> shall be entitled to vacation on the following basis:

One and one-half (1 ½) days per month of service up to a maximum of fifteen (15) working days.

B. Employees who have completed one (1) year of service on May 1<sup>st</sup> shall be entitled to a vacation of three (3) weeks annually on the following basis:

Fifteen (15) work days annually.

C. Employees who have completed five (5) years of service on May 1<sup>st</sup> shall be entitled to a vacation of four (4) weeks annually.

D. Employees who have completed fifteen (15) years of service on May 1<sup>st</sup> shall be entitled to a vacation of five (5) weeks annually.

E. All bargaining unit members will accumulate vacation during the months of July through April each fiscal year.

For the purpose of computing vacation leave, the calendar month shall be used, except that a person permanently appointed during the first 15 days of any month shall be considered as having been appointed on the first day of that month, and those appointed after the 15<sup>th</sup> of any month as having been appointed on the first day of the succeeding month.

Vacation leave is to be taken in units of not less than one week except when accumulated vacation time is less than one week or if other arrangements are authorized by the appointing authority. Employees must take all vacation leave or one week whichever is less during the fiscal year following the July 1<sup>st</sup> on which it is earned. Additional vacation leave may be carried over from one fiscal year to the next to permit a maximum accumulation of no more than 40 days. Any carry over in excess of 30 days must be requested in writing and approved by the employee's Department Head.

Vacation leave shall be granted by mutual agreement between the employee and the Department Head; provided, however, that no Department Head shall withhold vacation leave of any employee in excess of 12 months.

In computing vacation leave, legal holidays established by these rules are not to be considered as part of vacation allowance.

In the event of death of an employee, his spouse and/or minor children shall receive the accrued vacation pay earned by the employee. In the event the employee has neither a spouse nor children, the pay will be paid to the estate of the deceased employee.

Employees who are separated from the City and who have accrued vacation to their credit at the time of separation shall be paid the salary equivalent to the accrued vacation leave. Vacation leave accrued during the fiscal year in which the employee is separated will only be paid if the employee is in good standing at the time of separation.

Employees who separate in good standing or retire after April 22, 2013 (the approval of the 2012-2016 Collective Bargaining Agreement) will not have their accrued vacation leave, if any, run-out beyond their last day of work, and any lump sum payment of accrued leave will not be counted toward years of service or final average pay for purposes of determining any pension benefit. No pension contributions will be deducted from the vacation lump sum payment.

### SECTION 5.3 SICK LEAVE

A. Each employee in the bargaining unit shall earn sick leave with pay up to a total of fifteen (15) days per year during and after his probationary period according to the following schedule:

<u>Length of Service In Months</u>	<u>Days of Sick Leave For Employees on 5-Day Week</u>
1	1 ¼
2	2 ½
3	3 ¾
4	5
5	6 ¼
6	7 ½
7	8 ¾
8	10
9	11 ¼
10	12 ½
11	13 ¾
12	15

It is the intent of this provision that each employee in the bargaining unit appointed on or before July 1<sup>st</sup> and who serves continuously until the following June 30<sup>th</sup> shall earn a total of three weeks' paid sick leave during the year. Sick leave is to be used only for purposes contained in this article. Any unauthorized use of sick leave shall be cause for disciplinary action.

Any unused portion of sick leave shall accumulate from fiscal year to fiscal year to a total of 120 working days. Thereafter, any unused portion of sick leave beyond 120 days shall accumulate from fiscal year to fiscal year at a rate of one day of accumulation for each two days of unused sick leave. The accumulated sick leave may be used for the purpose specified in this Agreement if and when needed.

Effective July 1, 1989 employees may accumulate up to 130 working days of such leave before their sick leave accumulation is reduced as provided above.

Effective October 1, 1997, employees may accumulate up to a maximum of 150 working days of sick leave.

An employee who reaches the maximum of 150 accumulated days of sick leave shall not accumulate additional sick leave until his or her accumulated sick leave falls below the 150 day maximum. Current employees are subject to the limitations of this Section; however, employees shall not forfeit sick days in excess of the 150 day maximum accrued prior to October 1, 1997.

B. Except as provided below, sick leave cannot be advanced.

In cases of extreme emergency, employees with good records, who through serious and protracted illness, have used up all accumulated sick leave, compensatory time and vacation leave, an extension of sick leave beyond the maximums provided for in this Agreement may be granted on request of the Department Head and with the written approval of the Director of Human Resources. This provision shall be subject to the grievance procedure except that after Step 3, the matter shall be referred to the Mayor whose decision shall be final and binding.

No refund of vacation time shall be allowed due to illness incurred while on vacation leave.

Holidays and regular days off shall not be counted in computing sick leave taken.

In the event that a holiday falls while an employee is on sick leave due to a protracted illness which began prior to the holiday, the employee shall be granted an additional day off at a time mutually agreed upon between the employee and the Department Head provided that the illness is verified by a doctor's certificate.

Sick leave may be used for the following purposes:

- (1) Personal illness, incapacity, or non-compensable bodily injury or disease.
- (2) Enforced quarantine in accordance with community health regulations.
- (3) For a limited time only for illness or physical incapacity in the employee's immediate family. Immediate family is defined for purpose of this provision to be father, mother, sister, brother, wife, husband, domestic partner (pursuant to the Hartford Municipal Code), or children related either by blood, marriage or adoption to the employee.
- (4) To meet medical and dental appointments of emergency nature and Health Department referrals. In addition, sick leave may also be granted for a limited time for normal medical and dental appointments when an employee has made reasonable efforts to secure appointments outside of normal working hours provided that the Department Head is notified in advance of the day on which the absence occurs.
- (5) Death of relatives or friends, marriage in the immediate family, celebration of religious holidays and christenings, graduations and similar ceremonies, where there is a clear family obligation to attend provided prior notification to the Department Head is submitted in writing giving full particulars in advance, subject to approval either before or after the absence. A maximum of 3 days a year under this provision shall be granted except that it may be increased in situations beyond the employee's control upon approval by the Director of Human Resources.

(6) Employees shall be granted reasonable sick time to make adjustments in family living conditions due to pregnancy of their spouse or domestic partner.

(7) In accordance with the schedule below, bargaining unit members may use a certain number of sick days per fiscal year for any purpose not otherwise provided above provided that the request is made in writing and approved by the Appointing Authority. Such time shall not be unreasonably withheld. Any personal days taken shall be deducted from the bargaining unit member's sick leave accrual balance.

<u>Aggregate Years of Service</u>	<u>Total Number of Personal Days</u>
Up to five (5) years	Up to three (3) days
Six (6) years or more	Up to four (4) days

For purposes of this provision, time spent in the Armed Forces of the United States (i.e., Army, Navy, Air Force, Marine Corps and the Coast Guard) while on approved leave from the City, shall be included in determining the number of aggregate years of service.

C. Proof of Illness or Other Uses of Sick Leave. Departments may require proof of illness or other uses of sick leave as provided in this rule. In the judgment of the Department Head or supervisor, proof of sick leave may include a doctor's certificate, personal affidavit or other reasonable verification available to the employee.

For absences of less than five days, proof of sick leave will not normally be required, unless in the judgment of the Department Head or supervisor, there is a question of authorized usage. For absences of five days or more a doctor's certificate will normally be required. For absences exceeding one week, a doctor's certificate indicating the nature and probable duration of the disability may be required, and additional certificates may be required for extended illnesses.

D. Compliance with Sick Leave Requirements. Sick leave provided above shall be granted only if the requirements of these provisions are complied with and the initial report of illness is made by the employee to his or her supervisor and/or the Department designee by City land-line telephone and/or City email at least one (1) hour before the employee's starting time on each day of absence. If the employee indicates the duration of his or her absence in the initial report of illness, he or she will not be required to call in on the subsequent days of the reported absence. Nothing in this paragraph shall preclude the payment of sick leave to an employee who cannot comply with the provisions of this paragraph due to extenuating circumstances.

E. Payment of Sick Leave. The City will make payment for accumulated sick leave as follows:

- (1) Full payment in case of death;
- (2) Fifty percent payment at time of retirement. For all active full-time bargaining unit members whose effective date of retirement is on or between July 1, 2009 and June 30, 2016, the City will make a sixty-five percent (65%) payment of accumulated sick leave at time of retirement. This sixty-five percent (65%) accumulated sick leave payment upon retirement shall expire on June 30, 2016. If there is no successor Agreement on July 1, 2016, the fifty percent (50%) payment of accumulated sick leave at time of retirement shall apply.

Payments in case of death will be made to the employee's spouse and/or minor children. In the event the employee has neither a spouse nor children, the payment will be made to the estate of the deceased employee.

F. Sick Leave Donations. A bargaining unit member who has accumulated at least thirty (30) days of sick leave may donate a portion of his or her accumulated sick leave to another bargaining unit member, who through serious and protracted illness has used up all his or her accumulated sick leave and vacation leave. The Mayor, or his or her designee, and the Director of Human Resources and Labor Relations shall authorize the donation and transfer of such sick leave provided the following conditions are met:

- a. The donating bargaining unit member shall have a minimum sick leave accumulation of thirty (30) days.
- b. No more than five (5) days of sick leave for every thirty (30) days of sick leave accumulated by the donating bargaining unit member to a total donation of thirty (30) days shall be permitted between any two (2) bargaining unit members.
- c. Sick leave, donated by one bargaining unit member to another, when used, shall be paid at the hourly rate of the donor or donee, whichever is less.
- d. No more than twenty (20) days of donated sick leave may be allowed to accumulate in any donee's name at any given time, provided if such donated sick leave should be reduced below twenty (20) days, additional donations may be made to restore the level of accumulated sick leave to twenty (20) days.
- e. Any approved donation of sick leave shall not affect a donating employee's perfect attendance status.

## **SECTION 5.4 MATERNITY LEAVE**

Disability related to pregnancy, childbirth and related medical conditions will be treated in the same manner as any other temporary disability. Sick leave for pregnancy, childbirth and related conditions will be granted on the same basis as other illnesses and disabilities. This clause does not affect any rights granted to bargaining unit members under federal or state Family and Medical Leave Acts.

## **SECTION 5.5 FAMILY LEAVE**

In addition to the leaves of absence without pay provided for in Section 5.9 below any permanent employee shall be entitled to:

(1) A maximum of 24 weeks of family leave of absence within any two year period upon the birth or adoption of a child of such employee or upon the serious illness of a child, spouse, parent, partner or domicile relative of such employee.

(2) A maximum of 24 weeks of medical leave of absence within any two year period upon the serious illness of such employee.

Upon expiration of any leave of absence granted under this Section the employee shall be entitled to return to his or her original job or, if not available, to an equivalent position with equivalent pay within the same department.

Any such leave of absence will not result in a break in service provided, however, that the employee on such leave will not accrue vacation or sick leave during the period of such leave. Any health and/or life insurance paid for by the City will continue to be paid during the City during any such leave.

Any employee requesting a leave under this Section for reasons of serious illness may submit prior to inception of such leave written documentation from the attending physician of the employee, child, spouse, parent, partner or domicile relative of the nature and probable duration of the illness. For purposes of this Section "serious illness" is defined as an illness, injury, impairment of physical or mental condition that involves: (1) inpatient care in a hospital, hospice or residential care facility or (2) continuing treatment or continuing supervision by a health care provider.

Any employee requesting a leave under this Section for the birth or adoption of a child must submit proof of a birth or adoption.

Any employee requesting a leave under this Section shall submit to his or her appointing authority prior to the inception of such leave a signed statement of his or her intent to return to work upon the termination of such leave.

Employees hired on or after April 22, 2013 (the approval of the 2012-2016 Agreement) will be entitled to a maximum allowable family and medical leave of twelve (12) weeks in a twelve (12) month period in accordance with the Federal Family and Medical Leave Act.

## **SECTION 5.6 COMPENSATION FOR INJURIES AND DISEASE**

A. Employees shall be covered under the City's Managed Care Program, as approved by the State Workers' Compensation Commission and administered through the Travelers Insurance Company.

B. Each employee shall be compensated for any injury or occupational disease under the provisions of the Workers' Compensation Act of Connecticut. In addition to payments received under the Workers' Compensation Act, any employee with six months of continuous service shall receive payment from the City, which payment will equal the difference between his take home pay (gross base pay less deductions for pension, income tax and FICA) and the payments received under the Workers' Compensation Act not to exceed one year.

Effective July 1, 2008, employees who are covered by Workers' Compensation for injuries or disease shall only be entitled to statutory Workers' Compensation payments. In the event a Workers' Compensation claim is contested by the City, the employee shall be entitled to use his or her sick time until the dispute is resolved. If the claim is found to be compensable, the sick leave time used by the employee will be restored to the employee's sick leave account.

C. Each employee of the Health and Human Services Department and municipal institutions who, during the performance of his duty, comes into contact with persons or animals afflicted with any infections or contagious disease or who shall be required to handle any culture, collection or aggregation of agents capable of producing human disease shall be examined by a physician on behalf of the City prior to assuming such duties, and at regular intervals during his period of employment.

If found infected with any such contagious or infectious disease, contracted in such employ of the City, and when it can be established that such employee cared for or came in contact with a patient suffering from or an established carrier of the identical disease or with a culture collection, or aggregation of the specific infectious agent, such disease shall be deemed a personal injury arising out of and in the course of his employment, and such employee shall be entitled to all of the benefits to which an injured employee is entitled above. If the disease is not covered by the Workers' Compensation Act, the employee shall be compensated in accordance with Subsection A above for a period not to exceed one year.

D. To receive additional payments from the City, the employee must enter into a written contract with the City whereby the employee assigns to the City any right he may have against any other person who may be liable to pay damages as a result of the employee's

injury or disease to the amounts actually paid by the City. The City shall only be entitled to be reimbursed for the amounts actually paid. It is understood that the employee specifically retains any and all claims against third parties for such injuries or disease which shall be in excess of amounts actually paid by the City.

E. No payments under Workers' Compensation shall be paid when the personal injury shall have been caused by the willful and serious misconduct of the injured employee or his intoxication or the improper or excessive use of drugs.

F. Injuries arising out of and in the course of employment shall be reported forthwith by the employee to his Department Head, or some person representing him, who, in turn, shall make a full report on a prescribed form to the Director of Human Resources and other City authorities designated to handle compensation matters.

#### **SECTION 5.7 PERSONAL LEAVE FOR PERFECT ATTENDANCE**

Employees shall earn one day of personal leave for every three months of perfect attendance during the period from July 1 through September 30, October 1 through December 31, January 1 through March 31, and April 1 through June 30. The employee may use such leave for any purpose subject to advance approval by the Department Head.

Employees must use all personal leave days earned within the fiscal year in which they are credited.

For the purpose of this Section, one instance of tardiness per three month period which does not exceed one hour shall not affect an employee's perfect attendance status. However, more than one instance of tardiness in any three month period regardless of the amount of time lost will break perfect attendance for that period.

Time off authorized under Section 4.3 of this Agreement shall not be considered tardiness. Perfect attendance is considered broken by any sick leave, paid or unpaid; leave without pay or absence without leave; provided, however, that an employee may use up to 3 hours of sick leave per period for the purpose of doctor's or dentist's appointments and further may take authorized time off under Section 4.3 or Section 5.3 B(7) of this Agreement without affecting perfect attendance for that period.

#### **SECTION 5.8 BEREAVEMENT LEAVE**

Three days special leave with full pay shall be granted for death in the immediate family of an employee, or the immediate family of his or her spouse. Immediate family for the purposes of this clause is defined as parents, grandparents, child, son-in-law, daughter-in-law, grandchild, spouse, brother, sister and any relation who is domiciled in the employee's household.

## **SECTION 5.9 MILITARY LEAVE**

Military leave and benefits will be provided in accordance with USERRA and the January 14, 2008 City of Hartford Court of Common Council Resolution regarding military leave (See Appendix G).

Upon reemployment from an approved military leave, the returning employee will have the option to purchase pension service credit for his or her qualified military service within a prescribed time period in accordance with the May 13, 2002 City Ordinance concerning USERRA pension reemployment rights (See Appendix H). If the employee elects to repay the missed employee pension contributions while on military leave, he or she will receive pension service credit for the period of his or her qualified military service. If the employee elects not to repay the missed employee pension contributions while on military leave, the employee will not receive pension service credit for his or her qualified military service beyond the one (1) year period.

## **SECTION 5.10 LEAVE OF ABSENCE WITHOUT PAY**

A Department Head, with the approval of the Director of Human Resources, may grant a regular employee leave of absence without pay for a period not to exceed one year for travel or study. Such leave shall be granted only when it will not result in undue prejudice to the interests of the City as an employer beyond any benefits to be realized.

No leave without pay shall be granted except upon written request of the employee and a guarantee by the employee that he will serve the City for at least one year after return from such leave. Whenever granted, such leave shall be approved in writing and signed by the Department Head and a copy filed with the Director of Human Resources.

Upon expiration of a regularly approved leave without pay, the employee shall return to working the position held at the time leave was granted. Failure on the part of an employee on leave to report promptly at its expiration, without good cause, shall be considered as a resignation.

No such leave shall be granted primarily in the interests of the employee except in the case of one who has shown by his record of service or by other evidence to be of more than average value to the City and whose service it is desirable to retain even at such sacrifice.

Leave of absence without pay may also be granted to permanent employees in the classified service for a period of up to three months upon written application to the Director of Human Resources stating reasons for request and with his prior approval.

## **SECTION 5.11 ABSENCE WITHOUT LEAVE**

An absence of an employee from duty, including any absence for a single day or part of a day, that is not authorized by a specific grant of leave of absence under the provisions of

these rules shall be deemed to be an absence without leave. Any such absence shall be without pay and may be subject for disciplinary action. Any employee who absents himself for three consecutive days, or on three separate occasions for less than three days without leave, shall be deemed to have resigned. Such action may be reconciled by the Director of Human Resources by a subsequent grant of leave if the conditions warrant.

#### **SECTION 5.12 PROCEDURE IN REQUESTING LEAVES**

An employee requesting a leave of absence for any reason other than sick leave or vacation leave must fill out a request form. The requested leave shall be approved by the Department Head, by the employee's supervisor if the Department Head so desires, and by the Director of Human Resources.

#### **SECTION 5.13 RESIGNATION**

To resign in good standing, an employee must give the appointing authority, at least ten (10) working days prior notice unless the appointing authority, because of extenuating circumstances, agrees to permit a shorter period of notice. Additional information on resignations can be found in Personnel Rule XII, Section 5.

#### **SECTION 5.14 FURLOUGH DAYS**

Full-time members of the bargaining unit will take four (4) days of furlough during the Fiscal Year 2009-10 under the conditions listed below:

- A. The value of the four (4) furlough days will be deducted from a bargaining unit member's pay, via a payroll deduction. Each bargaining unit member will have the option to have the deduction made either: (1) during the same pay period as when the furlough day was used for the full value of the furlough hours used or (2) over twenty-four (24) bi-weekly pay periods in Fiscal Year 2009-10, in which case the total value of the four (4) furlough days will be evenly divided over the twenty-four (24) bi-weekly pay periods. Each bargaining unit member shall make his or her election in writing on the prescribed Furlough Deduction Election Form by no later than July 17, 2009, and if Option 2 is chosen, the deductions will begin the first pay period in August 2009. **Such election shall be final and irrevocable.** Should a bargaining unit member separate from City service during Fiscal Year 2009-10, the value of any furlough balance will be deducted from the bargaining unit member's vacation and/or sick leave payout. If there is no leave payout, the furlough balance will be deducted from the bargaining unit member's last regular week of pay.
- B. Since the value of the furlough days will be taken out as a payroll deduction, there will be no negative impact on any benefit, including but not necessarily limited to the pension benefit, as a result of such furlough days.

- C. If operationally possible, furlough days shall be scheduled around holidays (i.e., close the day before or after a holiday). If not operationally possible, furlough days will be scheduled at a time mutually agreeable to the bargaining unit member and the Department Head or his or her designee, except such requests will not be unreasonably withheld. If two or more bargaining unit members request to take a furlough day on the same date and the operational needs of the department cannot sustain approval of all such requests, the approval of such furlough request will be determined by seniority with the City. In addition, no more than one (1) furlough day may be taken in any one (1) week.
  
- D. Requests for furlough days will be made at least twenty-four (24) hours in advance, except in cases of emergency and must be taken in no less than half (1/2) day increments.

## **ARTICLE VI GENERAL PROVISION**

### **SECTION 6.1 UNION ACTIVITIES**

Six members of the Association negotiating committee will be allowed to attend meetings with the City for the purpose of negotiating a successor agreement with the City during their working hours without loss of pay.

Not more than two union representatives shall be granted leave from duty with full pay for all meetings between the City and the Union for the purpose of processing grievances at Steps 3 or 4 when such meetings take place at any time during which such representative is scheduled to be on duty.

A written list of Union area representatives and other officers and representatives shall be furnished to the City immediately after their designation and the Union shall notify the City of any changes.

The internal business of the Union shall be conducted during the non-duty hours of the employees involved.

Union officials may attend meetings during working hours without loss of pay when such meetings are requested or approved by the Director of Human Resources.

### **SECTION 6.2 VISITATION BY UNION REPRESENTATIVE**

Representatives of the Union shall have reasonable access to the premises of the employer provided that he/she notifies the supervisor in the work area of the reasons for

his/her presence when he/she arrives. Representatives of the Union mean Union members as well as SEIU International Union staff people.

### **SECTION 6.3 BULLETIN BOARD**

The City will furnish and maintain ten bulletin boards located in mutually convenient locations within the City. The bulletin boards are to be used by the Union and the Union agrees that material posted will not contain propaganda against or attacks upon the City, any department or agency, or any official thereof. All material posted shall be in good taste.

### **SECTION 6.4 CLASSIFICATION PLAN**

The City maintains a classification plan for the classification of positions in the unit. For the purposes of this Agreement, the classification plan shall be the one in effect on the effective date of this Agreement. The classification plan consists of class specifications, class relationship material and other related materials.

Any differences, disputes or controversy concerning the classification of individual positions in the bargaining unit shall be resolved through the grievance procedure at the third step; provided, however, that grievances involving requests for reclassification from one existing classification in the bargaining unit to another existing classification in the bargaining unit may be submitted thereafter to arbitration.

Requests for changes in classification, salary increases or title changes will be forwarded by the employee's Department Head to the Human Resources Department within 15 days of receipt. Such requests will be responded to in writing within six months of the date of receipt by the Human Resources Department unless the time limit is extended by mutual agreement. No response will be made to such a request if the position has been studied within one year of the date of request.

It is understood and agreed that the Health and Human Services Department will continue to review the assignments of case loads to the Social Workers and that the Department will commit itself, as far as practicable, to an equal distribution of case loads among employees.

Any differences concerning case loads shall be resolved through consultation between the Department Head or his designee and Union representatives and such issue will not be subject to the grievance procedure. The department's case load statistical reports will be forwarded to the Union President on a quarterly basis.

Postings of bargaining unit positions will identify the normal or usual career ladder within the bargaining unit; provided, however, that this provision will neither restrict employee's promotional opportunities nor require the promotion of employees.

## **SECTION 6.5 CONVENTION LEAVE**

A maximum of eight (8) days per year for Convention Leave and a maximum of five (5) days for seminars shall be granted during the term of this Agreement.

## **SECTION 6.6 SENIORITY LIST**

The City shall prepare a list of employees showing their seniority in length of service with the City and mailing addresses, and send it to the Union President on or about July 1<sup>st</sup> of each year.

## **SECTION 6.7 MILEAGE**

Effective July 1, 2000, the mileage allowance for authorized use of personal automobiles for City business will be the rate as established by the Internal Revenue Service.

## **SECTION 6.8 DEFERRED COMPENSATION**

The City shall continue to offer the following deferred compensation plan to all members of the bargaining unit:

(1) The City will make available to members of the Union, at the individual member's option, the deferred compensation plan described in the Plan Document executed on February 15, 1983 under the terms of said plan Document.

(2) The City may, at its option, offer other deferred compensation plans to members of the Union in the future upon giving notice to the Union of such offering and providing a copy of such other Plan Document to the Union prior to offering.

(3) The Union agrees that it will take no action against the City of Hartford for any loss or damage arising under the scope of the investment management agreement for all acts performed in good faith, pursuant to a fiduciary's reasonable man standards.

The City and the Union agree that neither the terms of this Section 6.8, nor any deferred compensation plan, shall be subject to the grievance procedure.

## **SECTION 6.9 MEAL ALLOWANCE**

Employees engaged in snow and ice removal activities or other emergencies declared by the Mayor on an overtime basis shall receive a meal allowance on the following basis:

(1) If an employee works more than one hour before his regular shift, he shall receive a meal allowance of \$3.00. He shall also receive an additional meal allowance of \$3.00 for each additional period of four hours before his regular shift, but in no event shall he receive two meal allowances for the first two periods if he works less than eight hours overtime.

(2) If an employee works more than two hours beyond his regular shift, he shall receive a meal allowance of \$3.50. He shall also receive an additional allowance of \$3.50 for each additional period of four hours after his regular shift, but in no event shall he receive two meal allowances for the first two periods if he works less than eight hours overtime.

#### **SECTION 6.10 SALARY INCREMENTS**

Salary increments recognizing normal growth within established ranges shall be as provided for in the pay plan during the month on which the anniversary date of appointment of the employee to the class occurred. Employees appointed on or before the 15<sup>th</sup> of the month and who have displayed normal growth shall be paid approved growth increments effective on the first of that month.

Employees appointed after the 15<sup>th</sup> of the month and who have displayed normal growth shall receive the approved growth increment on the first of the succeeding month. Employees shall be granted growth increments unless the Department Head certifies that the employee has not demonstrated the growth normally expected for the class. Such recommendations shall be based upon standards of performance as indicated by service ratings or other pertinent data. Growth increments shall not be more often than provided for by the growth frequency.

#### **SECTION 6.11 SALARY RATES IN TRANSFER, PROMOTION OR ASSIGNMENT**

Employees transferred from one position to another position in the same or different department shall retain the same rate of pay.

Employees promoted or assigned to a position in a higher class shall receive an increase in pay of at least one full growth step unless the maximum salary of the higher class is less than a full growth step above the employee's present salary. In such case the employee's salary shall be raised to the maximum.

In the case of assignments to a higher class, employees will receive the higher rate if the assignment is for one week or more, or for a total period of 40 hours or more if required on a regular basis, and the payment will be retroactive to the beginning of such period.

Such payment will not be made: (1) when it is the normal responsibility of an employee to act for or perform the functions of an employee in another class because of absence (for example, when the class specification so provides, or when an assistant normally

acts for a higher level supervisor); and (2) when it is not practical or possible for an employee to perform the full job of a higher class for a brief, temporary period of time.

These requirements will normally exclude assignments outside of certified bargaining units, since such assignments involve substantial technical, professional or supervisory skills which cannot normally be fully exercised on short-term assignments.

When assignments are excluded by the above requirements, employees may be given temporary appointments to the higher class when the assignment exceeds three weeks and when the full job can be performed by an employee serving in a temporary capacity.

Employees shall not be rotated on assignments for the purpose of avoiding payments at the higher rates.

## **SECTION 6.12      SUBSTANCE ABUSE POLICY**

The City and the Union agree to a substance abuse policy for all bargaining unit employees as outlined in Appendix C, attached.

# **ARTICLE VII LAYOFF PROCEDURES**

## **SECTION 7.1      ORDER OF LAYOFF**

When a layoff is necessary in a particular classification, layoff of permanent employees within a department shall be made in inverse order of length of full-time continuous service with the City. Such layoffs shall be made by classification within a department as determined by the Department Head involved. No probationary or permanent employee shall be laid off from any position while any temporary employee is still employed in the same class in the department. In case of ties, the individual with the least seniority in the class shall be the first laid off. Within 60 days of the signing of this Agreement, the Union shall designate six officers and/or area representatives who shall have super-seniority for purposes of this provision and send written notification of such designation to the Director of Human Resources. The Union shall notify the Director of Human Resources of any change in said officers and/or area representatives. Super-seniority shall be effective 30 calendar days after the City's receipt of such notice.

The provisions of this Section shall not apply when layoffs result from a termination of state or federal funds or from a change in eligibility for employment under such state or federal employment programs. In such cases, funding source of the position shall be used as the sole criterion for layoff.

There will be no layoffs for any general fund budgetary position effective upon the signing of this Agreement or July 1, 2009, whichever is first, through June 30, 2010. Grant positions will not be covered by this paragraph.

## **SECTION 7.2 NOTICE OF LAYOFF**

A Department Head shall give written notice to the Director of Human Resources, the President of the City of Hartford Professional Employees Association, and to the employee concerned at his last known address, of any proposed layoff, at least three weeks before the effective date of the layoff and two weeks in cases where positions are grant funded.

In the event of layoff, if an employee receives written notice of layoff and prior to the effective date of that layoff, a vacancy within the same job classification and department is authorized for filling, the layoff notice of the most senior employee within that classification and department shall be rescinded.

## **SECTION 7.3 RECALL FROM LAYOFF**

On recall from layoff, the last employee in the class laid off from the City, shall be the first employee recalled to the class within the City. No new employee shall be hired into that class within the City until all affected full-time and probationary employees have been recalled. Employees on the recall list shall have the recall rights for a period equal to their seniority at the time of layoff, not to exceed two (2) years and only to the class within the City from which the employee was laid off, provided that the employee is able to perform the duties of the job, and provided further that the employee returns to the job within three weeks after the City sends a notice of recall by certified mail to the employee at his/her last known address with a copy to the Union President.

An employee recalled to his/her same position held at the time of layoff will not be required to complete a new probationary period provided the employee successfully completed the probationary period for the position held at the time of layoff. An employee recalled to a position other than that held at the time of layoff will be required to serve a three month probationary period, provided that such employee had previously completed a probationary period for the class to which he/she had been recalled.

If the vacancy to be filled is federally funded and employees on the recall list do not meet the federal eligibility criteria of the position to be filled, the City may fill the position in any manner consistent with the City's Personnel Rules and Regulations.

## **ARTICLE VIII COVENANTS**

### **SECTION 8.1 LOCAL LEGISLATION**

The City and the Union agree that in the event local legislation is passed which would alter the terms of this Agreement, such legislation is inoperable, null and void during the term of this Agreement for those employees covered by the Agreement, unless otherwise mutually agreed.

### **SECTION 8.2 FEDERAL PROGRAMS**

It is understood and agreed that the Union and the City will adhere to the regulations and guidelines establishing the wages, hours, titles and other terms and conditions of employment under the Federal Public Service Employment Programs.

It is further understood and agreed that those regulations and guidelines, as they relate to wages, hours, titles and other terms and conditions of employment, may require further negotiations between the parties.

### **SECTION 8.3 SAVING CLAUSE**

If any Section, sentence, clause or phrase of this Agreement shall be held for any reason to be inoperative, void, or invalid, the validity of the remaining portions of this Agreement shall not be affected thereby, it being the intention of the parties in adopting this Agreement that no portion thereof, or provision herein shall become inoperative or fail by reason of the invalidity of any other portion or provision.

### **SECTION 8.4 EFFECTIVE DATES**

The effective date of salary increases and other changes that affect the computation of weekly earnings shall be the date specified if Sunday, or the Sunday beginning the pay period that immediately follows the date specified.

### **SECTION 8.5 DURATION**

The duration of this Agreement shall extend from July 1, 2012 through June 30, 2016 and shall continue in effect thereafter unless amended, modified or terminated in accordance with this Section. Either party wishing to amend, modify or terminate this Agreement must so advise the other party in writing no later than 150 days prior to the expiration of this Agreement.

**SECTION 8.6 ENTIRE AGREEMENT**

The foregoing constitutes an entire agreement between the parties and no oral statement shall supersede any of its provisions. It is understood and agreed that all matters subject to collective bargaining between the parties have been covered herein and that it may not be reopened for change in its terms or addition of new subject matter except by mutual agreement.

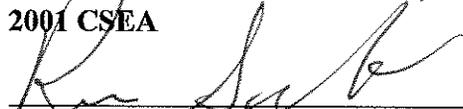
**IN WITNESS WHEREOF**, the parties hereto have caused to be signed and sealed this Agreement and a like copy on this 23<sup>rd</sup> day of December 2015.

**CITY OF HARTFORD**

  
Pedro E. Segarra, Mayor

12-23-15  
Date

**THE CITY OF HARTFORD PROFESSIONAL  
EMPLOYEES ASSOCIATION, SEIU, LOCAL  
2001 CSEA**

  
Rosa Salto, Staff Representative

Nov 13, 2015  
Date

  
Henry Burgos, Director of Human  
Resources & Labor Relations

11/24/15  
Date

  
Elizabeth Kavanah  
Union President

December 23, 2015  
Date

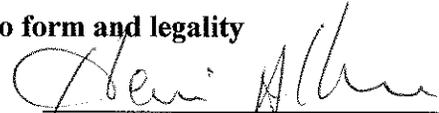
  
Luigi Sartori, Negotiating Committee Member

December 23, 2015  
Date

  
Vanessa Williams, Negotiating Committee Member

12-23-2015  
Date

**As to form and legality**

By:   
Henri Alexandre  
Acting Corporation Counsel

Date: 11/24/15

## APPENDIX A

Effective July 1, 2012, the salary rates in effect on June 30, 2012 will remain in effect through December 31, 2012.

Retro to January 1, 2013, the salary rates in effect on December 31, 2012 will be increased by one percent (1%).

Effective July 1, 2013, the salary rates in effect on June 30, 2013 will be increased by one percent (1%), and will remain in effect through December 31, 2013.

Effective January 1, 2014, the salary rates in effect on December 31, 2013 will be increased by one and one quarter percent (1.25%), and will remain in effect through June 30, 2014.

Effective July 1, 2014, the salary rates in effect on June 30, 2014 will be increased by one and one quarter percent (1.25%), and will remain in effect through December 31, 2014.

Effective January 1, 2015, the salary rates in effect on December 31, 2014 will be increased by one and one quarter percent (1.25%), and will remain in effect through June 30, 2015.

Effective July 1, 2015, the salary rates in effect on June 30, 2015 will be increased by one and one quarter percent (1.25%), and will remain in effect through December 31, 2015.

Effective January 1, 2016, the salary rates in effect on December 31, 2015 will be increased by one and one quarter percent (1.25%), and will remain in effect through June 30, 2016.

The percentage increases referenced above are applied to the base rate rounded to the nearest penny.



## DATA PROCESSING SERIES – BI-WEEKLY RATES

<u>Date</u>	<u>Code</u>	<u>Class</u>	<u>0</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>
			<u>Base</u>	<u>½ Year</u>	<u>1 Year</u>	<u>1½ Year</u>	<u>2 Years</u>	<u>3 Years</u>	<u>4 Years</u>	<u>5 Years</u>
			<u>Rate</u>	<u>Rate</u>	<u>Rate</u>	<u>Rate</u>	<u>Rate</u>	<u>Rate</u>	<u>Rate</u>	<u>Rate</u>
			<u>% Incr.</u>							
July 3, 2011	0121	Junior Computer Programmer	1379.57	1448.55	1517.53	1586.51	1655.48	1724.46	1793.44	1862.42
July 1, 2012			1379.57	1448.55	1517.53	1586.51	1655.48	1724.46	1793.44	1862.42
January 6, 2013			1393.37	1463.04	1532.71	1602.38	1672.04	1741.71	1811.38	1881.05
July 7, 2013			1407.30	1477.67	1548.03	1618.40	1688.76	1759.13	1829.49	1899.86
January 5, 2014			1424.89	1496.13	1567.38	1638.62	1709.87	1781.11	1852.36	1923.60
July 6, 2014			1442.70	1514.84	1586.97	1659.11	1731.24	1803.38	1875.51	1947.65
January 4, 2015			1460.73	1533.77	1606.80	1679.84	1752.88	1825.91	1898.95	1971.99
July 5, 2015			1478.99	1552.94	1626.89	1700.84	1774.79	1848.74	1922.69	1996.64
January 3, 2016			1497.48	1572.35	1647.23	1722.10	1796.98	1871.85	1946.72	2021.60
July 3, 2011	0120	Computer Programmer	1677.65	1761.53	1845.42	1929.30	2013.18	2097.06	2180.95	2264.83
July 1, 2012			1677.65	1761.53	1845.42	1929.30	2013.18	2097.06	2180.95	2264.83
January 6, 2013			1694.43	1779.15	1863.87	1948.59	2033.32	2118.04	2202.76	2287.48
July 7, 2013			1711.37	1796.94	1882.51	1968.08	2053.64	2139.21	2224.78	2310.35
January 5, 2014			1732.76	1819.40	1906.04	1992.67	2079.31	2165.95	2252.59	2339.23
July 6, 2014			1754.42	1842.14	1929.86	2017.58	2105.30	2193.03	2280.75	2368.47
January 4, 2015			1776.35	1865.17	1953.99	2042.80	2131.62	2220.44	2309.26	2398.07
July 5, 2015			1798.55	1888.48	1978.41	2068.33	2158.26	2248.19	2338.12	2428.04
January 3, 2016			1821.03	1912.08	2003.13	2094.18	2185.24	2276.29	2367.34	2458.39
July 3, 2011	0328	Microcomputer Technician*	1848.79	1941.23	2033.67	2126.11	2218.55	2310.99	2403.43	2495.87
July 1, 2012			1848.79	1941.23	2033.67	2126.11	2218.55	2310.99	2403.43	2495.87
January 6, 2013			1867.28	1960.64	2054.01	2147.37	2240.74	2334.10	2427.46	2520.83
July 7, 2013			1885.95	1980.25	2074.55	2168.84	2263.14	2357.44	2451.74	2546.03
January 5, 2014			1909.52	2005.00	2100.47	2195.95	2291.42	2386.90	2482.38	2577.85
July 6, 2014			1933.39	2030.06	2126.73	2223.40	2320.07	2416.74	2513.41	2610.08
January 4, 2015			1957.56	2055.44	2153.32	2251.19	2349.07	2446.95	2544.83	2642.71
July 5, 2015			1982.03	2081.13	2180.23	2279.33	2378.44	2477.54	2576.64	2675.74
January 3, 2016			2006.81	2107.15	2207.49	2307.83	2408.17	2508.51	2608.85	2709.19
July 3, 2011	0126	System Analyst	1848.79	1941.23	2033.67	2126.11	2218.55	2310.99	2403.43	2495.87
July 1, 2012			1848.79	1941.23	2033.67	2126.11	2218.55	2310.99	2403.43	2495.87
January 6, 2013			1867.28	1960.64	2054.01	2147.37	2240.74	2334.10	2427.46	2520.83
July 7, 2013			1885.95	1980.25	2074.55	2168.84	2263.14	2357.44	2451.74	2546.03
January 5, 2014			1909.52	2005.00	2100.47	2195.95	2291.42	2386.90	2482.38	2577.85
July 6, 2014			1933.39	2030.06	2126.73	2223.40	2320.07	2416.74	2513.41	2610.08
January 4, 2015			1957.56	2055.44	2153.32	2251.19	2349.07	2446.95	2544.83	2642.71
July 5, 2015			1982.03	2081.13	2180.23	2279.33	2378.44	2477.54	2576.64	2675.74
January 3, 2016			2006.81	2107.15	2207.49	2307.83	2408.17	2508.51	2608.85	2709.19

5071 Crime Analyst

Date	0 % Incr.	0 Base Rate	1 1 Year	2 2 Years	3 3 Years	4 4 Years	5 5 Years	6 6 Years
August 18, 2011		1896.22	1991.03	2085.84	2180.65	2275.46	2370.28	2465.09
July 1, 2012	0.00%	1896.22	1991.03	2085.84	2180.65	2275.46	2370.28	2465.09
January 6, 2013	1.00%	1915.18	2010.94	2106.70	2202.46	2298.22	2393.98	2489.73
July 7, 2013	1.00%	1934.33	2031.05	2127.76	2224.48	2321.20	2417.91	2514.63
January 5, 2014	1.25%	1958.51	2056.44	2154.36	2252.29	2350.21	2448.14	2546.06
July 6, 2014	1.25%	1982.99	2082.14	2181.29	2280.44	2379.59	2478.74	2577.89
January 4, 2015	1.25%	2007.78	2108.17	2208.56	2308.95	2409.34	2509.73	2610.11
July 5, 2015	1.25%	2032.88	2134.52	2236.17	2337.81	2439.46	2541.10	2642.74
January 3, 2016	1.25%	2058.29	2161.20	2264.12	2367.03	2469.95	2572.86	2675.78

## ENGINEERING SERIES -- BI-WEEKLY RATES

Code	Class	0	1	2	3	4	5	6	7
		Base Rate	1/2 Year	1 Year	1 1/2 Year	2 Years	3 Years	4 Years	5 Years
		% Incr.							
2005	Civil Engineer I								
		2.00%	1761.53	1845.42	1929.30	2013.18	2097.06	2180.95	2264.83
		0.00%	1761.53	1845.50	1929.25	2013.25	2097.00	2181.00	2264.75
		1.00%	1779.15	1863.87	1948.59	2033.32	2118.04	2202.76	2287.48
		1.00%	1796.94	1882.51	1968.08	2053.64	2139.21	2224.78	2310.35
		1.25%	1819.40	1906.04	1992.67	2079.31	2165.95	2252.59	2339.23
		1.25%	1842.14	1929.86	2017.58	2105.30	2193.03	2280.75	2368.47
		1.25%	1865.17	1953.99	2042.80	2131.62	2220.44	2309.26	2398.07
		1.25%	1888.48	1978.41	2068.33	2158.26	2248.19	2338.12	2428.04
		1.25%	1912.08	2003.13	2094.18	2185.24	2276.29	2367.34	2458.39
2070	Building Plans Examiner								
		2.00%	1728.10	1814.51	1900.91	1987.32	2073.72	2160.13	2246.54
		0.00%	1728.10	1814.51	1900.91	1987.32	2073.72	2160.13	2246.54
		1.00%	1745.38	1832.65	1919.92	2007.19	2094.46	2181.73	2269.00
		1.00%	1762.83	1850.97	1939.11	2027.25	2115.40	2203.54	2291.68
		1.25%	1784.87	1874.11	1963.36	2052.60	2141.84	2231.09	2320.33
		1.25%	1807.18	1897.54	1987.90	2078.26	2168.62	2258.98	2349.34
		1.25%	1829.77	1921.26	2012.75	2104.24	2195.72	2287.21	2378.70
		1.25%	1852.64	1945.27	2037.90	2130.54	2223.17	2315.80	2408.43
		1.25%	1875.80	1969.59	2063.38	2157.17	2250.96	2344.75	2439.54
2041	Architect I								
2006	Civil Engineer II								
		2.00%	1941.23	2033.67	2126.11	2218.55	2310.99	2403.43	2495.87
		0.00%	1941.23	2033.67	2126.11	2218.55	2310.99	2403.43	2495.87
		1.00%	1960.64	2054.01	2147.37	2240.74	2334.10	2427.46	2520.83
		1.00%	1980.25	2074.55	2168.84	2263.14	2357.44	2451.74	2546.03
		1.25%	2005.00	2100.47	2195.95	2291.42	2386.90	2482.38	2577.85
		1.25%	2030.06	2126.73	2223.40	2320.07	2416.74	2513.41	2610.08
		1.25%	2055.44	2153.32	2251.19	2349.07	2446.95	2544.83	2642.71
		1.25%	2081.13	2180.23	2279.33	2378.44	2477.54	2576.64	2675.74
		1.25%	2107.15	2207.49	2307.83	2408.17	2508.51	2608.85	2709.19

	0	1	2	3	4	5	6	7	
Date	% Incr.	Base Rate	1 Year	2 Years	3 Years	4 Years	5 Years	6 Years	7 Years
July 3, 2011	2.00%	2141.14	2248.20	2355.25	2462.31	2569.37	2676.43	2783.48	2890.54
July 1, 2012	0.00%	2141.14	2248.20	2355.25	2462.31	2569.37	2676.43	2783.48	2890.54
January 6, 2013	1.00%	2162.55	2270.68	2378.81	2486.93	2595.06	2703.19	2811.32	2919.44
July 7, 2013	1.00%	2184.18	2293.39	2402.60	2511.81	2621.02	2730.23	2839.43	2948.64
January 5, 2014	1.25%	2211.48	2322.05	2432.63	2543.20	2653.78	2764.35	2874.92	2985.50
July 6, 2014	1.25%	2239.12	2351.08	2463.03	2574.99	2686.94	2798.90	2910.86	3022.81
January 4, 2015	1.25%	2267.11	2380.47	2493.82	2607.18	2720.53	2833.89	2947.24	3060.60
July 5, 2015	1.25%	2295.45	2410.22	2525.00	2639.77	2754.54	2869.31	2984.09	3098.86
January 3, 2016	1.25%	2324.14	2440.35	2556.55	2672.76	2788.97	2905.18	3021.38	3137.59

	0	1	2	3	4	5	6	7	
Date	% Incr.	Base Rate	1 Year	2 Years	3 Years	4 Years	5 Years	6 Years	7 Years
July 3, 2011	2.00%	2364.83	2483.07	2601.31	2719.55	2837.80	2956.04	3074.28	3192.52
July 1, 2012	0.00%	2364.83	2483.07	2601.31	2719.55	2837.80	2956.04	3074.28	3192.52
January 6, 2013	1.00%	2388.48	2507.90	2627.33	2746.75	2866.18	2985.60	3105.02	3224.45
July 7, 2013	1.00%	2412.36	2532.98	2653.60	2774.21	2894.83	3015.45	3136.07	3256.69
January 5, 2014	1.25%	2442.51	2564.64	2686.76	2808.89	2931.01	3053.14	3175.26	3297.39
July 6, 2014	1.25%	2473.04	2596.69	2720.34	2844.00	2967.65	3091.30	3214.95	3338.60
January 4, 2015	1.25%	2503.95	2629.15	2754.35	2879.54	3004.74	3129.94	3255.14	3380.33
July 5, 2015	1.25%	2535.25	2662.01	2788.78	2915.54	3042.30	3169.06	3295.83	3422.59
January 3, 2016	1.25%	2566.94	2695.29	2823.63	2951.98	3080.33	3208.68	3337.02	3465.37

2060 Traffic Operation Engineer

2042 Architect II  
 2010 Electrical Engineer  
 6014 Landscape Architect  
 2009 Mechanical Engineer  
 2011 Structural Engineer

**NURSING AND MEDICAL SERIES – BI-WEEKLY RATES**

Code	Class	% Incr.	0									
			Base Rate	1/2 Year	1 Year	1 1/2 Year	2 Years	3 Years	4 Years	5 Years	6 Years	7 Years
3055	Clinic Nurse	2.00%	1524.19	1600.40	1676.61	1752.82	1829.03	1905.24	1981.45	2057.66		
3315	Microbiologist	0.00%	1524.19	1600.40	1676.61	1752.82	1829.03	1905.24	1981.45	2057.66		
3054	Pediatric Nurse	1.00%	1539.43	1616.40	1693.37	1770.34	1847.32	1924.29	2001.26	2078.23		
		1.00%	1554.82	1632.56	1710.30	1788.04	1865.78	1943.53	2021.27	2099.01		
		1.25%	1574.26	1652.97	1731.69	1810.40	1889.11	1967.83	2046.54	2125.25		
		1.25%	1593.94	1673.64	1753.33	1833.03	1912.73	1992.43	2072.12	2151.82		
		1.25%	1613.86	1694.55	1775.25	1855.94	1936.63	2017.33	2098.02	2178.71		
		1.25%	1634.03	1715.73	1797.43	1879.13	1960.84	2042.54	2124.24	2205.94		
		1.25%	1654.46	1737.18	1819.91	1902.63	1985.35	2068.08	2150.80	2233.52		

Code	Class	% Incr.	0									
			Base Rate	1/2 Year	1 Year	1 1/2 Year	2 Years	3 Years	4 Years	5 Years	6 Years	7 Years
3061	Public Health Nurse	2.00%	1838.91	1930.86	2022.80	2114.75	2206.69	2298.64	2390.58	2482.53		
		0.00%	1838.91	1930.86	2022.80	2114.75	2206.69	2298.64	2390.58	2482.53		
		1.00%	1857.30	1950.17	2043.03	2135.90	2228.76	2321.63	2414.49	2507.36		
		1.00%	1875.87	1969.66	2063.46	2157.25	2251.04	2344.84	2438.63	2532.42		
		1.25%	1899.32	1994.29	2089.25	2184.22	2279.18	2374.15	2469.12	2564.08		
		1.25%	1923.06	2019.21	2115.37	2211.52	2307.67	2403.83	2499.98	2596.13		
		1.25%	1947.10	2044.46	2141.81	2239.17	2336.52	2433.88	2531.23	2628.59		
		1.25%	1971.44	2070.01	2168.58	2267.16	2365.73	2464.30	2562.87	2661.44		
		1.25%	1996.08	2095.88	2195.69	2295.49	2395.30	2495.10	2594.90	2694.71		

Code	Class	% Incr.	0									
			Base Rate	1/2 Year	1 Year	1 1/2 Year	2 Years	3 Years	4 Years	5 Years	6 Years	7 Years
3316	Senior Microbiologist	2.00%	1677.65	1761.53	1845.42	1929.30	2013.18	2097.06	2180.95	2264.83		
		0.00%	1677.65	1761.53	1845.42	1929.30	2013.18	2097.06	2180.95	2264.83		
		1.00%	1694.43	1779.15	1863.87	1948.59	2033.32	2118.04	2202.76	2287.48		
		1.00%	1711.37	1796.94	1882.51	1968.08	2053.64	2139.21	2224.78	2310.35		
		1.25%	1732.76	1819.40	1906.04	1992.67	2079.31	2165.95	2252.59	2339.23		
		1.25%	1754.42	1842.14	1929.86	2017.58	2105.30	2193.03	2280.75	2368.47		
		1.25%	1776.35	1865.17	1953.99	2042.80	2131.62	2220.44	2309.26	2398.07		
		1.25%	1798.55	1888.48	1978.41	2068.33	2158.26	2248.19	2338.12	2428.04		
		1.25%	1821.03	1912.08	2003.13	2094.18	2185.24	2276.29	2367.34	2458.39		

## PROFESSIONAL SERIES – BI-WEEKLY RATES

Code	Class	0	% Incr.	0						
				Base Rate	1/2 Year	1 Year	1 1/2 Year	2 Years	3 Years	4 Years
3501	Public Health Sanitarian Inspector			1341.49	1405.37	1469.25	1533.13	1597.01	1660.89	1724.77
			2.00%	1277.61	1341.49	1405.37	1469.25	1533.13	1597.01	1660.89
			0.00%	1277.61	1341.49	1405.37	1469.25	1533.13	1597.01	1660.89
			1.00%	1290.39	1354.91	1419.43	1483.95	1548.47	1612.99	1677.51
			1.00%	1303.29	1368.45	1433.62	1498.78	1563.95	1629.11	1694.28
			1.25%	1319.58	1385.56	1451.54	1517.52	1583.50	1649.48	1715.45
			1.25%	1336.07	1402.87	1469.68	1536.48	1603.28	1670.09	1736.89
			1.25%	1352.77	1420.41	1488.05	1555.69	1623.32	1690.96	1758.60
			1.25%	1369.68	1438.16	1506.65	1575.13	1643.62	1712.10	1780.58
			1.25%	1386.80	1456.14	1525.48	1594.82	1664.16	1733.50	1802.84

Code	Class	0	% Incr.	0						
				Base Rate	1/2 Year	1 Year	1 1/2 Year	2 Years	3 Years	4 Years
0525	Administrative Analyst			1448.55	1517.53	1586.51	1655.48	1724.46	1793.44	1862.42
0128	Employment & Training Analyst		2.00%	1379.57	1448.55	1517.53	1586.51	1655.48	1724.46	1793.44
			0.00%	1379.57	1448.55	1517.53	1586.51	1655.48	1724.46	1793.44
0312	Junior Accountant		1.00%	1393.37	1463.04	1532.71	1602.38	1672.04	1741.71	1811.38
2016	Junior Planner		1.00%	1407.30	1477.67	1548.03	1618.40	1688.76	1759.13	1829.49
3419	Nutritionist I		1.25%	1424.89	1496.13	1567.38	1638.62	1709.87	1781.11	1852.36
0220	Property Control Officer		1.25%	1442.70	1514.84	1586.97	1659.11	1731.24	1803.38	1875.51
			1.25%	1460.73	1533.77	1606.80	1679.84	1752.88	1825.91	1898.95
			1.25%	1478.99	1552.94	1626.89	1700.84	1774.79	1848.74	1922.69
			1.25%	1497.48	1572.35	1647.23	1722.10	1796.98	1871.85	1946.72

Code	Class	0	% Incr.	0						
				Base Rate	1/2 Year	1 Year	1 1/2 Year	2 Years	3 Years	4 Years
3620	Social Worker I			1467.67	1537.56	1607.45	1677.34	1747.23	1817.11	1887.00
			2.00%	1397.78	1467.67	1537.56	1607.45	1677.34	1747.23	1817.11
			0.00%	1397.78	1467.67	1537.56	1607.45	1677.34	1747.23	1817.11
			1.00%	1411.76	1482.35	1552.94	1623.52	1694.11	1764.70	1835.29
			1.00%	1425.88	1497.17	1568.47	1639.76	1711.06	1782.35	1853.64
			1.25%	1443.70	1515.89	1588.07	1660.26	1732.44	1804.63	1876.81
			1.25%	1461.75	1534.84	1607.93	1681.01	1754.10	1827.19	1900.28
			1.25%	1480.02	1554.02	1628.02	1702.02	1776.02	1850.03	1924.03
			1.25%	1498.52	1573.45	1648.37	1723.30	1798.22	1873.15	1948.08
			1.25%	1517.25	1593.11	1668.98	1744.84	1820.70	1896.56	1972.43

PROFESSIONAL SERIES – BI-WEEKLY RATES

Date	% Incr.	0						
		½ Year	1 Year	1½ Year	2 Years	3 Years	4 Years	5 Years
July 3, 2011	2.00%	1547.42	1621.10	1694.79	1768.48	1842.16	1915.85	1989.54
July 1, 2012	0.00%	1547.42	1621.10	1694.79	1768.48	1842.16	1915.85	1989.54
January 6, 2013	1.00%	1562.89	1637.32	1711.74	1786.16	1860.59	1935.01	2009.43
July 7, 2013	1.00%	1578.52	1653.69	1728.85	1804.02	1879.19	1954.36	2029.52
January 5, 2014	1.25%	1598.25	1674.35	1750.46	1826.57	1902.68	1978.78	2054.89
July 6, 2014	1.25%	1618.23	1695.29	1772.35	1849.40	1926.46	2003.52	2080.58
January 4, 2015	1.25%	1638.45	1716.47	1794.49	1872.52	1950.54	2028.56	2106.58
July 5, 2015	1.25%	1658.94	1737.93	1816.93	1895.93	1974.93	2053.92	2132.92
January 3, 2016	1.25%	1679.67	1759.66	1839.64	1919.63	1999.61	2079.60	2159.58

3640 Crisis Intervention Specialist (Pol.)  
 3639 Day Care Specialist  
 0040 Housing Counselor  
 0015 Loan Specialist  
 0016 Rental Examiner  
 0356 Tax Investigator

Date	% Incr.	0					
		1 Year	2 Years	3 Years	4 Years	5 Years	6 Years
July 3, 2011	2.00%	1991.03	2085.84	2180.66	2275.47	2370.28	2465.09
July 1, 2012	0.00%	1991.03	2085.84	2180.65	2275.46	2370.28	2465.09
January 6, 2013	1.00%	2010.94	2106.70	2202.46	2298.22	2393.98	2489.73
July 7, 2013	1.00%	2031.05	2127.76	2224.48	2321.20	2417.91	2514.63
January 5, 2014	1.25%	2056.44	2154.36	2252.29	2350.21	2448.14	2546.06
July 6, 2014	1.25%	2082.14	2181.29	2280.44	2379.59	2478.74	2577.89
January 4, 2015	1.25%	2108.17	2208.56	2308.95	2409.34	2509.73	2610.11
July 5, 2015	1.25%	2134.52	2236.17	2337.81	2439.46	2541.10	2642.74
January 3, 2016	1.25%	2161.20	2264.12	2367.03	2469.95	2572.86	2675.78

0356 Tax Investigator

Date	% Incr.	0						
		½ Year	1 Year	1½ Year	2 Years	3 Years	4 Years	5 Years
July 3, 2011	2.00%	1605.86	1682.33	1758.80	1835.27	1911.74	1988.21	2064.68
July 1, 2012	0.00%	1605.86	1682.33	1758.80	1835.27	1911.74	1988.21	2064.68
January 6, 2013	1.00%	1621.91	1699.15	1776.38	1853.62	1930.85	2008.08	2085.32
July 7, 2013	1.00%	1638.14	1716.14	1794.15	1872.16	1950.16	2028.17	2106.18
January 5, 2014	1.25%	1658.61	1737.59	1816.57	1895.56	1974.54	2053.52	2132.50
July 6, 2014	1.25%	1679.35	1759.32	1839.29	1919.26	1999.23	2079.19	2159.16
January 4, 2015	1.25%	1700.34	1781.31	1862.28	1943.24	2024.21	2105.18	2186.15
July 5, 2015	1.25%	1721.59	1803.57	1885.55	1967.53	2049.51	2131.49	2213.47
January 3, 2016	1.25%	1743.12	1826.12	1909.13	1992.13	2075.14	2158.14	2241.15

3626 Field Representative



3508 Environmental Health Sanitarian Trainee

Date	% Incr.	0 Base Rate	1 1/2 Year	2 1 Year	3 1/2 Year
July 3, 2011	2.00%	1611.05	1691.60	1772.16	1852.71
July 1, 2012	0.00%	1611.05	1691.60	1772.16	1852.71
January 6, 2013	1.00%	1627.16	1708.52	1789.88	1871.23
July 7, 2013	1.00%	1643.43	1725.60	1807.77	1889.94
January 5, 2014	1.25%	1663.97	1747.17	1830.37	1913.57
July 6, 2014	1.25%	1684.77	1769.01	1853.25	1937.49
January 4, 2015	1.25%	1705.83	1791.12	1876.41	1961.70
July 5, 2015	1.25%	1727.15	1813.51	1899.87	1986.22
January 3, 2016	1.25%	1748.74	1836.18	1923.61	2011.05

3509 Environmental Health Sanitarian 1

Date	% Incr.	0 Base Rate	1 1 Year	2 2 Years	3 3 Years	4 4 Years	5 5 Years
July 3, 2011	2.00%	1774.08	1862.78	1951.49	2040.19	2128.90	2217.60
July 1, 2012	0.00%	1774.08	1862.78	1951.49	2040.19	2128.90	2217.60
January 6, 2013	1.00%	1791.82	1881.41	1971.00	2060.59	2150.18	2239.78
July 7, 2013	1.00%	1809.74	1900.23	1990.71	2081.20	2171.69	2262.18
January 5, 2014	1.25%	1832.36	1923.98	2015.60	2107.21	2198.83	2290.45
July 6, 2014	1.25%	1855.26	1948.02	2040.79	2133.55	2226.31	2319.08
January 4, 2015	1.25%	1878.45	1972.37	2066.30	2160.22	2254.14	2348.06
July 5, 2015	1.25%	1901.93	1997.03	2092.12	2187.22	2282.32	2377.41
January 3, 2016	1.25%	1925.70	2021.99	2118.27	2214.56	2310.84	2407.13

3510 Environmental Health Sanitarian 2

Date	% Incr.	0 Base Rate	1 1 Year	2 2 Years	3 3 Years	4 4 Years	5 5 Years	6 6 Years
July 3, 2011	2.00%	1896.22	1991.03	2085.84	2180.65	2275.46	2370.28	2465.09
July 1, 2012	0.00%	1896.22	1991.03	2085.84	2180.65	2275.46	2370.28	2465.09
January 6, 2013	1.00%	1915.18	2010.94	2106.70	2202.46	2298.22	2393.98	2489.73
July 7, 2013	1.00%	1934.33	2031.05	2127.76	2224.48	2321.20	2417.91	2514.63
January 5, 2014	1.25%	1958.51	2056.44	2154.36	2252.29	2350.21	2448.14	2546.06
July 6, 2014	1.25%	1982.99	2082.14	2181.29	2280.44	2379.59	2478.74	2577.89
January 4, 2015	1.25%	2007.78	2108.17	2208.56	2308.95	2409.34	2509.73	2610.11
July 5, 2015	1.25%	2032.88	2134.52	2236.17	2337.81	2439.46	2541.10	2642.74
January 3, 2016	1.25%	2058.29	2161.20	2264.12	2367.03	2469.95	2572.86	2675.78

Date	0	1	2	3	4	5	6	7
	Base Rate	1/2 Year	1 Year	1 1/2 Year	2 Years	3 Years	4 Years	5 Years
July 3, 2011	2.00%	1705.26	1786.47	1867.67	1948.87	2030.08	2111.28	2192.48
July 1, 2012	0.00%	1705.26	1786.47	1867.67	1948.87	2030.08	2111.28	2192.48
January 6, 2013	1.00%	1722.32	1804.33	1886.35	1968.36	2050.38	2132.39	2214.41
July 7, 2013	1.00%	1739.54	1822.37	1905.21	1988.04	2070.88	2153.71	2236.55
January 5, 2014	1.25%	1761.28	1845.15	1929.02	2012.89	2096.76	2180.63	2264.50
July 6, 2014	1.25%	1783.30	1868.22	1953.14	2038.06	2122.98	2207.89	2292.81
January 4, 2015	1.25%	1805.59	1891.57	1977.55	2063.53	2149.51	2235.49	2321.47
July 5, 2015	1.25%	1828.17	1915.22	2002.28	2089.33	2176.39	2263.44	2350.50
January 3, 2016	1.25%	1851.01	1939.16	2027.30	2115.44	2203.59	2291.73	2379.87

3511 Public Health Preparedness Coordinator

Date	0	1	2	3	4	5	6	7
	Base Rate	1/2 Year	1 Year	1 1/2 Year	2 Years	3 Years	4 Years	5 Years
July 3, 2011	2.00%	1761.53	1845.42	1929.30	2013.18	2097.06	2180.95	2264.83
July 1, 2012	0.00%	1761.53	1845.42	1929.30	2013.18	2097.06	2180.95	2264.83
January 6, 2013	1.00%	1779.15	1863.87	1948.59	2033.32	2118.04	2202.76	2287.48
July 7, 2013	1.00%	1796.94	1882.51	1968.08	2053.64	2139.21	2224.78	2310.35
January 5, 2014	1.25%	1819.40	1906.04	1992.67	2079.31	2165.95	2252.59	2339.23
July 6, 2014	1.25%	1842.14	1929.86	2017.58	2105.30	2193.03	2280.75	2368.47
January 4, 2015	1.25%	1865.17	1953.99	2042.80	2131.62	2220.44	2309.26	2398.07
July 5, 2015	1.25%	1888.48	1978.41	2068.33	2158.26	2248.19	2338.12	2428.04
January 3, 2016	1.25%	1912.08	2003.13	2094.18	2185.24	2276.29	2367.34	2458.39

3724 Child Development Specialist  
 0352 Elderly Services Employment Specialist  
 0348 Employment & Training Specialist  
 3606 Medical Social Worker

Date	0	1	2	3	4	5	6	7
	Base Rate	1/2 Year	1 Year	1 1/2 Year	2 Years	3 Years	4 Years	5 Years
July 3, 2011	2.00%	1783.92	1868.87	1953.82	2038.76	2123.71	2208.66	2293.61
July 1, 2012	0.00%	1783.92	1868.87	1953.82	2038.76	2123.71	2208.66	2293.61
January 6, 2013	1.00%	1801.76	1887.56	1973.35	2059.15	2144.95	2230.75	2316.55
July 7, 2013	1.00%	1819.78	1906.43	1993.09	2079.74	2166.40	2253.06	2339.71
January 5, 2014	1.25%	1842.52	1930.26	2018.00	2105.74	2193.48	2281.21	2368.95
July 6, 2014	1.25%	1865.55	1954.38	2043.22	2132.05	2220.89	2309.72	2398.56
January 4, 2015	1.25%	1888.87	1978.81	2068.76	2158.70	2248.65	2338.60	2428.54
July 5, 2015	1.25%	1912.48	2003.55	2094.62	2185.69	2276.76	2367.83	2458.90
January 3, 2016	1.25%	1936.39	2028.60	2120.81	2213.02	2305.23	2397.43	2489.64

3605 Senior Social Worker

	0	1	2	3	4	5	6	7
Date	% Incr.	½ Year	1 Year	1½ Year	2 Years	3 Years	4 Years	5 Years
		Base Rate						
0313 Accountant		1797.58	1883.18	1968.78	2054.38	2139.98	2225.57	2311.17
	2.00%	1711.98	1883.18	1968.78	2054.38	2139.98	2225.57	2311.17
	0.00%	1711.98	1883.18	1968.78	2054.38	2139.98	2225.57	2311.17
	1.00%	1729.10	1902.01	1988.47	2074.92	2161.38	2247.83	2334.29
	1.00%	1746.39	1921.03	2008.35	2095.67	2182.99	2270.31	2357.63
	1.25%	1768.22	1945.04	2033.45	2121.86	2210.28	2298.69	2387.10
	1.25%	1790.32	1969.35	2058.87	2148.38	2237.90	2327.42	2416.93
	1.25%	1812.70	1993.97	2084.61	2175.24	2265.88	2356.51	2447.15
	1.25%	1835.36	2018.90	2110.66	2202.43	2294.20	2385.97	2477.74
	1.25%	1858.30	2044.13	2137.05	2229.96	2322.88	2415.79	2508.71

	0	1	2	3	4	5	6	7
Date	% Incr.	½ Year	1 Year	1½ Year	2 Years	3 Years	4 Years	5 Years
		Base Rate						
0342 Assessment Technician		1846.74	1934.68	2022.62	2110.56	2198.50	2286.44	2374.38
3535 Biostatistician	2.00%	1758.80	1934.68	2022.62	2110.56	2198.50	2286.44	2374.38
0527 Senior Admin Analyst	0.00%	1758.80	1934.68	2022.62	2110.56	2198.50	2286.44	2374.38
0349 Senior Employment & Training Specialist	1.00%	1776.39	1954.03	2042.85	2131.67	2220.49	2309.31	2398.13
2017 Senior Planner	1.00%	1794.15	1973.57	2063.27	2152.98	2242.69	2332.40	2422.10
	1.25%	1816.58	1998.24	2089.07	2179.90	2270.73	2361.55	2452.38
	1.25%	1839.29	2023.22	2115.18	2207.15	2299.11	2391.08	2483.04
	1.25%	1862.28	2048.31	2141.62	2234.74	2327.85	2420.96	2514.08
	1.25%	1885.56	2074.12	2168.39	2262.67	2356.95	2451.23	2545.51
	1.25%	1909.13	2100.04	2195.50	2290.96	2386.41	2481.87	2577.33

	0	1	2	3	4	5	6
Date	% Incr.	1 Year	2 Years	3 Years	4 Years	5 Years	6 Years
		Base Rate					
5071 Crime Analyst (Created 8/18/11)		1991.03	2085.84	2180.66	2275.47	2370.28	2465.09
	NA	1896.22	2085.84	2180.66	2275.46	2370.28	2465.09
	0.00%	1896.22	2085.84	2180.65	2275.46	2370.28	2465.09
	1.00%	1915.18	2106.70	2202.46	2298.22	2393.98	2489.73
	1.00%	1934.33	2127.76	2224.48	2321.20	2417.91	2514.63
	1.25%	1958.51	2154.36	2252.29	2350.21	2448.14	2546.06
	1.25%	1982.99	2181.29	2280.44	2379.59	2478.74	2577.89
	1.25%	2007.78	2208.56	2308.95	2409.34	2509.73	2610.11
	1.25%	2032.88	2236.17	2337.81	2439.46	2541.10	2642.74
	1.25%	2058.29	2264.12	2367.03	2469.95	2572.86	2675.78

5090 Juvenile Specialist

Date	0	1	2	3	4	5	6	7	
	% Incr.	1/2 Year	1 Year	1 1/2 Year	2 Years	3 Years	4 Years	5 Years	
		Base Rate							
July 3, 2011	2.00%	1848.79	1941.23	2033.67	2126.11	2218.55	2310.99	2403.43	2495.87
July 1, 2012	0.00%	1848.79	1941.23	2033.67	2126.11	2218.55	2310.99	2403.43	2495.87
January 6, 2013	1.00%	1867.28	1960.64	2054.01	2147.37	2240.74	2334.10	2427.46	2520.83
July 7, 2013	1.00%	1885.95	1980.25	2074.55	2168.84	2263.14	2357.44	2451.74	2546.03
January 5, 2014	1.25%	1909.52	2005.00	2100.47	2195.95	2291.42	2386.90	2482.38	2577.85
July 6, 2014	1.25%	1933.39	2030.06	2126.73	2223.40	2320.07	2416.74	2513.41	2610.08
January 4, 2015	1.25%	1957.56	2055.44	2153.32	2251.19	2349.07	2446.95	2544.83	2642.71
July 5, 2015	1.25%	1982.03	2081.13	2180.23	2279.33	2378.44	2477.54	2576.64	2675.74
January 3, 2016	1.25%	2006.81	2107.15	2207.49	2307.83	2408.17	2508.51	2608.85	2709.19

0574 Neighborhood Development Specialist

Date	0	1	2	3	4	5	6	7	
	% Incr.	1 Year	2 Years	3 Years	4 Years	5 Years	6 Years	7 Years	
		Base Rate							
July 3, 2011	2.00%	1907.57	2002.95	2098.33	2193.71	2289.08	2384.46	2479.84	2575.22
July 1, 2012	0.00%	1907.57	2002.95	2098.33	2193.71	2289.08	2384.46	2479.84	2575.22
January 6, 2013	1.00%	1926.65	2022.98	2119.32	2215.65	2311.98	2408.31	2504.65	2600.98
July 7, 2013	1.00%	1945.92	2043.22	2140.51	2237.81	2335.10	2432.40	2529.70	2626.99
January 5, 2014	1.25%	1970.24	2068.75	2167.26	2265.78	2364.29	2462.80	2561.31	2659.82
July 6, 2014	1.25%	1994.87	2094.61	2194.36	2294.10	2393.84	2493.59	2593.33	2693.07
January 4, 2015	1.25%	2019.81	2120.80	2221.79	2322.78	2423.77	2524.76	2625.75	2726.74
July 5, 2015	1.25%	2045.06	2147.31	2249.57	2351.82	2454.07	2556.33	2658.58	2760.83
January 3, 2016	1.25%	2070.62	2174.15	2277.68	2381.21	2484.74	2588.28	2691.81	2795.34

2028 Project Manager I

0576 Neighborhood Development Specialist II

Date	0	1	2	3	4	5	6	7	
	% Incr.	1 Year	2 Years	3 Years	4 Years	5 Years	6 Years	7 Years	
		Base Rate							
July 3, 2011	2.00%	2281.60	2395.68	2509.76	2623.84	2737.92	2852.00	2966.08	3080.16
July 1, 2012	0.00%	2281.60	2395.68	2509.76	2623.84	2737.92	2852.00	2966.08	3080.16
January 6, 2013	1.00%	2304.42	2419.64	2534.86	2650.08	2765.30	2880.53	2995.75	3110.97
July 7, 2013	1.00%	2327.46	2443.83	2560.21	2676.58	2792.95	2909.33	3025.70	3142.07
January 5, 2014	1.25%	2356.55	2474.38	2592.21	2710.03	2827.86	2945.69	3063.52	3181.34
July 6, 2014	1.25%	2386.01	2505.31	2624.61	2743.91	2863.21	2982.51	3101.81	3221.11
January 4, 2015	1.25%	2415.84	2536.63	2657.42	2778.22	2899.01	3019.80	3140.59	3261.38
July 5, 2015	1.25%	2446.04	2568.34	2690.64	2812.95	2935.25	3057.55	3179.85	3302.15
January 3, 2016	1.25%	2476.62	2600.45	2724.28	2848.11	2971.94	3095.78	3219.61	3343.44

2021 Urban Planner

Date	% Incr.	0 Base Rate	1 1 Year	2 2 Years	3 3 Years	4 4 Years	5 5 Years	6 6 Years	7 7 Years
July 3, 2011	2.00%	2364.83	2483.07	2601.31	2719.55	2837.80	2956.04	3074.28	3192.52
July 1, 2012	0.00%	2364.83	2483.07	2601.31	2719.55	2837.80	2956.04	3074.28	3192.52
January 6, 2013	1.00%	2388.48	2507.90	2627.33	2746.75	2866.18	2985.60	3105.02	3224.45
July 7, 2013	1.00%	2412.36	2532.98	2653.60	2774.21	2894.83	3015.45	3136.07	3256.69
January 5, 2014	1.25%	2442.51	2564.64	2686.76	2808.89	2931.01	3053.14	3175.26	3297.39
July 6, 2014	1.25%	2473.04	2596.69	2720.34	2844.00	2967.65	3091.30	3214.95	3338.60
January 4, 2015	1.25%	2503.95	2629.15	2754.35	2879.54	3004.74	3129.94	3255.14	3380.33
July 5, 2015	1.25%	2535.25	2662.01	2788.78	2915.54	3042.30	3169.06	3295.83	3422.59
January 3, 2016	1.25%	2566.94	2695.29	2823.63	2951.98	3080.33	3208.68	3337.02	3465.37

**APPENDIX B**

**CITY OF HARTFORD – EFFECTIVE AUGUST 1, 2012**

**CHPEA – Firm #000675-201**

*Benefits at a Glance*

	<b>In Network You Pay:</b>	<b>Out-of-Network You Pay:</b>
Office Visit Copayment	\$25	Deductible & Coinsurance
Hospital Copayment	\$200	Deductible & Coinsurance
Emergency Room Copayment – <i>waived if admitted</i>	\$150	150
Outpatient Surgery Copayment	\$50	Deductible & Coinsurance
Annual Deductible ( <i>Individual/2-Member Family/3+ Member Family</i> )	Not Applicable	\$250/\$500/\$500
Coinsurance		20% after deductible up to
Coinsurance Maximum ( <i>Individual/2-Member Family/3+ Member Family</i> )		\$1,250/\$2,500/\$2,500
Lifetime Maximum	Unlimited	Unlimited

**PREVENTIVE CARE**

Well Child Care* <i>Birth to 35 months 3 Years to 17 Years</i>	No Charge	Deductible & Coinsurance
Periodic, Routine Health Examinations*	No Charge	
Routine Eye Exams – <i>One exam every calendar year</i>	\$25 Copayment	
Routine OB/GYN Visits – <i>One exam per year</i>	No Charge	
Mammography <i>1 Baseline age 35 – 39 years 1 Screening per year age 40+ Additional exams when medically necessary</i>	No Charge	
Hearing Screening – <i>Covered once every calendar year</i>	\$25 Copayment	

**MEDICAL CARE**

Primary Care Office Visits	\$25 Copayment	Deductible & Coinsurance
Specialist Consultations	\$25 Copayment	
OB/GYN Care	\$25 Copayment	
Maternity Care – <i>Initial visit subject to copayment; no charge thereafter</i>	\$25 Copayment	
Laboratory	No Charge	
X-Ray and Diagnostic Testing ( <i>Prior Authorization for high cost diagnostic testing</i> )	No Charge	
Allergy Services <i>Office visits/testing Injections – 80 visits in 3 years</i>	\$25 Copayment No Charge	

**HOSPITAL CARE – Prior Authorization Required.**

Semi-Private Room	\$200 Copayment	Deductible & Coinsurance
Maternity and Newborn Care	\$200 Copayment	
Skilled Nursing Facility – <i>Up to 120 days per calendar year</i>	\$200 Copayment	
Rehabilitation Services – <i>Up to 60 days per person per calendar year</i>	\$200 Copayment	
Outpatient Surgery – <i>In a hospital or surgi-center</i>	\$50	

**EMERGENCY CARE**

## APPENDIX B

Walk-In Centers	\$25 Copayment	Deductible & Coinsurance
Urgent Care	\$30 Copayment	Deductible & Coinsurance
Emergency Care – <i>Copayment waived if admitted</i>	\$150 Copayment	\$150 Copayment
Ambulance – <i>Air subject to maximum per trip</i>	No Charge	No Charge

### OTHER HEALTH CARE

Outpatient Rehabilitative Services <i>50 visit maximum for PT, OT &amp; Chiro per year – excess covered as out of network PT and OT ST and Chiro</i>	No Charge \$25 Copayment	Deductible & Coinsurance
Prosthetic Devices	No Charge	
Durable Medical Equipment	No Charge	
Breast Implant Removal - <i>\$1,000 Maximum</i>	No Charge	
Lasik Surgery	Not Covered	Not Covered
Sex Change Operation	Not Covered	Not Covered
Nicorette	Not Covered	Not Covered
Rogaine	Not Covered	Not Covered

### MENTAL HEALTH/SUBSTANCE ABUSE CARE

Inpatient	\$200 Copayment	Deductible & Coinsurance
Outpatient/Office Visits	\$25 Copayment	

**Note:** In situations where the member is responsible for obtaining necessary precertification or prior authorization and fails to do so, benefits may be reduced or denied.

*This does not constitute your health plan or insurance policy. It is only a general description of the plan. The following are examples of services NOT covered by your Health Plan. Please refer to your Certificate/Evidence of Coverage/Summary Booklet for more details: Cosmetic surgeries and services; custodial care; genetic testing; hearing aids; refractive eye surgery; services and supplies related to, as well as the performance of, sex change operations; travel expenses; vision therapy; services rendered prior to your contract effective date or rendered after your contract termination date; and workers' compensation.*

**NOTE:** A copy of a benefit summary matrix for any other health plan offered to members of this bargaining unit may be obtained from the Human Resources Benefits Division.

## APPENDIX B

### CITY OF HARTFORD

### PUBLIC SECTOR 3-TIER PRESCRIPTION DRUG PROGRAM – EFFECTIVE AUGUST 1, 2012

#### *Benefits at a Glance*

**\$10 Copayment Generic Drugs (\$5 Copayment Effective July 1, 2015)**  
**\$25 Copayment Listed Brand-Name Drugs**  
**\$35 Copayment Non-Listed Brand-Name Drugs**  
**Unlimited Annual Maximum**

Description of Benefits		<i>You Pay:</i>
Tier 1: Generic Drugs	The term “generic” refers to a prescription drug that is considered non-proprietary and is not protected by a trademark. It is required to meet the same bioequivalency test as the original brand-name drug. Tier 1 copayment applies.	\$10 7/1/15: \$5
Tier 2: Listed Brand-Name Drugs	The term “listed brand-name” refers to a brand-name prescription drug that is on the City’s carrier’s list of preferred prescription drugs. Tier 2 copayment applies.	\$25
Tier 3: Non-Listed Brand-Name Drugs	The term “non-listed brand-name” refers to a brand-name prescription drug that is NOT on the City’s carrier’s list of preferred prescription drugs. Tier 3 copayment applies.	\$35
Mail Service	Two times copayment when purchasing 30-day to 90-day supply	\$10/\$25/\$35
Annual Maximum	Per member per calendar year	Unlimited

#### **How To Use The 3-Tier Managed Prescription Drug Program**

The 3-Tier Managed Prescription Drug Program incorporates different levels (or “tiers”) of copayments for three types of prescription drugs: generic, listed brand-name and non-listed brand-name, as defined in the chart above. The formulary lists generics and brand-name drugs that have been selected for their quality, safety and cost-effectiveness. These listed drugs have lower member copayments than non-listed drugs (but may not have a lower overall cost in all instances). You minimize your copayments when you use generic prescriptions and listed brand-name prescriptions. You will still have coverage for non-listed brand-name drugs, but at a higher cost share. **Talk to your provider** about using generic drugs or listed brand-name drugs.

#### **Copayments and Day Supplies**

- You will be responsible for **one copayment** when purchasing a **30-day supply** of prescription drugs from a participating retail pharmacy.
- You will be responsible for **two copayments** when purchasing a **31-day to 90-day supply** of maintenance drugs through the voluntary mail-order program.

**Generic Substitution:** Prescriptions will be filled with the generic equivalent when available.

- When a generic drug is available and you request the equivalent brand-name drug, you will be responsible for the applicable copayment *plus* the difference in cost between the generic and brand-name drug.
- If your physician determines that the brand-name equivalent is medically necessary and indicates on the prescription “dispense as written,” you will only be responsible for the applicable copayment.

#### **PHARMACY PROGRAMS**

**Voluntary Mail Service Program:** Members have access to the City’s carrier’s voluntary mail service prescription drug program for members who regularly take one or more types of maintenance drugs. Members can order up to a **90-day supply** of these medications and have them delivered to your home. **Two copayments** will apply as follows: \$10 generic/\$20 listed brand-name/\$35 non-listed brand-name.

**National Pharmacy Network:** Members also have access to a network of more than 53,000 retail pharmacies throughout the country.

## APPENDIX B

**Non-Participating Pharmacies:** Members who fill prescriptions at a non-participating pharmacy are responsible for payment at the time the prescription is filled. Members must submit claims to the City's carrier for reimbursement, and payment will be sent to the member. Members who use non-participating pharmacies will pay 20% of the in-network allowance, *plus* the difference between the City's carrier's payment and the pharmacist's actual charge.

**Limits and Exclusions:** Benefits are limited to no more than a **30-day supply** for covered drugs purchased at a retail pharmacy, and no more than a **90-day supply** for covered drugs purchased through the mail service program. All prescriptions are subject to the quantity limitations imposed by state and federal statutes.

*This is not a legal contract. It is only a general description of the Public Sector 3-Tier Managed Prescription Drug Program. Please consult the Evidence of Coverage or prescription drug rider for a complete description of benefits and exclusions applicable to your coverage.*

**APPENDIX C**  
**SUBSTANCE ABUSE POLICY**

It is a vital interest in maintaining a safe work environment. The City has a commitment to its employees, residents, visitors, and the community in which it operates and where our employees and families live. It is unlawful to manufacture and dispense controlled substances; and the illegal use, possession, distribution, purchase, or sale of controlled substances on City premises or while on City business is prohibited. Violation of this policy may subject employees to discipline, which may include termination. The matter may also be reported to the appropriate law enforcement agencies. Employees will notify the Director of Human Resources within five working days of conviction for a criminal drug law offense occurring in the workplace, if possible. If not, as soon as possible after the five (5) working days.

To protect the vast majority of employees who do not misuse controlled substances and to ensure that the City's interests are properly safeguarded, a program which includes detection, awareness training, communication, and employee assistance will be utilized. The basis of the program will be:

A. Drugs for which employees may be tested are: Amphetamines, Cannabinoids, Opiates, Cocaine and Phencyclidine (PCP).

B. Definitions:

Specimen/sample – Urine shall be the sample.

Reasonable Suspicion – The reasonable suspicion standard for drug testing will be based upon specific objective facts and reasonable inferences drawn from those facts that a particular bargaining unit member may be involved in the use of a drug prohibited by this program.

Laboratory – Must be certified by the Federal Department of Health and Human Services under the mandatory guidelines for federal workplace drug testing programs. Prior to soliciting bids for a laboratory, the department and the Union will meet to prepare the bid document to ensure conformity to the program outlined herein.

C. Reasonable Suspicion Testing Standard.

An employee will be subjected to a drug test if reasonable suspicion is determined by the Deputy Director or Director of the Department.

Determining reasonable suspicion may consist of observable phenomena such as direct observation of illegal use or possession of drugs prohibited by this program and/or the physical symptoms of being under the influence of a drug prohibited by this program.

Reasonable suspicion may also be found if a documentable pattern of abnormal or erratic behavior is observed while the employee is working.

Reasonable suspicion may also be shown by repeated violations of City of Hartford rules and procedures determined by a Deputy Director or Director of the Department to pose a substantial risk of injury or property damage and which are not attributable to other factors and appear to be related to drug abuse.

#### D. Procedure for Testing

The Deputy Director or Director of the Department making the initial determination of reasonable suspicion shall document, in writing, all circumstances, information and facts leading to and supporting his/her suspicion. The report will include appropriate dates and times of the suspected behavior, reliable/credible sources of information, rationale leading to referral for testing and actions(s) taken. The information will be forwarded to the Human Resources Department to determine if reasonable suspicion exists. Only the Director of Human Resources or the designee may actually determine if reasonable suspicion does exist.

The Union shall be notified immediately by the Director of Human Resources or the designee when a determination of reasonable suspicion is made and will be provided all documentation regarding that determination. Once an employee has been referred for testing based on reasonable suspicion, it will be the responsibility of the Deputy Director of the Department, or in the case of the Department of Public Works, and the Department of Development Services, the employee designated by the respective Department Head to handle labor relations and human resources functions, to advise the employee of such decision and to escort the employee to the collection facility.

An employee's refusal to submit to a test when directed to by a Deputy Director or Director of the Department will constitute insubordination and the employee will be subject to discipline. In addition, an employee will be required to read and sign a consent-and-release form authorizing the collection analysis of the specimen and the release of the test results to the City. Refusal to sign this form will constitute insubordination and the employee will be subject to discipline.

In those cases where the immediate supervisor determines that the employee's condition or behavior causes a potential threat of harm to himself/herself or others, the employee will be immediately placed on paid administrative leave and immediately escorted by the immediate supervisor to the collection facility.

The Deputy Director or Director of the Department will remain with the employee at the collection site until testing is concluded except in situations that require the immediate action of the immediate supervisor. If the employee so desires, a Union official shall be notified and accompany the employee but not unreasonably delay nor interfere in any way

with the procedures. Once the collection procedures are over, the Deputy Director or Director of the Department shall transport the employee to his/her normal job site and arrange for transportation for the employee to be brought home. The Deputy Director or Director of the Department shall also notify the employee that he/she is not to return to work pending receipt of the test results, or until a determination is made that reasonable suspicion was not substantiated.

At the time of the drug test, the employee's urine sample will be divided into two collection bottles.

At the time the employee provides a urine sample, the employee shall also provide a confidential, written statement as to whether he/she is using any prescription drugs. If the test is positive, the employee must present evidence of the use of prescription drugs which shall include all written confirmation from the employee's prescribing physician and copies of the prescriptions.

#### E. Role of Medical Review Officer

All urinalysis drug test results will be communicated by the laboratory to a specially trained physician serving as Medical Review Officer. The Medical Review Officer will notify the Director of the Human Resources Department or designee directly if an employee's test result is negative or positive. If the test result is positive, the Medical Review Officer will contact the employee to discuss the test, to determine if the positive result is valid and to notify the employee that he/she has 72 hours to request a test of the split specimen. If, after making reasonable efforts and documenting those efforts, the Medical Review Officer is unable to reach the employee, the Medical Review Officer shall direct the employee to contact the Medical Review Officer with 24 hours. The Director of Human Resources or designee will be informed that the individual has tested positive or negative. If the test is positive, the identity of the specific drug(s) involved as well as other information regarding the test, will be disclosed to the Director of Human Resources or designee by the Medical Review Officer. A positive drug test is one which reveals a prohibited level of a drug covered by the program. All initial tests shall have a confirming test known as the gas chromatography and mass spectrometry test, commonly known as GC/MS test.

#### F. Post – Incident Drug Testing

An employee may be subject to an immediate post-incident drug test when involved in:

1. Any incident while on-duty at work which results in the death of a person;
2. Any incident in which the employee causes any physical injury or property damages in excess of \$3,000.00.

G. The procedures for testing of the samples will be performed under the Federal Department of Health and Human Services Mandatory Guidelines for federal workplace testing.

H. Consequences of a positive test:

Any test which indicates a positive presence of any prohibited substance under this program may result in the decision to take disciplinary action.

I. The provisions of this policy are subject to review under the grievance procedure contained in the CHPEA Collective Bargaining Agreement.

J. The City will provide a mandatory two (2) hours of training in the area of substance abuse for supervisors, managers and the Deputy Director/Director of each Department who employ CHPEA employees.

**APPENDIX D**  
**STATE / NATIONAL HEALTH INSURANCE PLAN(S)**

It is understood and agreed that if any state and/or national health insurance plan is enacted during the term of this Agreement, such plan or plans shall not alter any term or condition of this Agreement without the mutual consent of the parties.

It is further understood and agreed that the City shall not be required to fund both the insurance coverage authorized under this Agreement and that which may be authorized under any state and/or national health insurance plan.

It is also understood and agreed that if such state and/or national health insurance plan(s) offer an option to the City or to bargaining unit employees, the election of such option will not require the City to fund such option at a rate which is higher than that the City is paying (for existing health insurance coverage) at the time of the election of the option.

**APPENDIX E**  
**MEMORANDUM OF UNDERSTANDING**

This is to acknowledge the parties mutual interest in promoting the City's Affirmative Action program. In the pursuit of this interest, the Union may request and shall be granted periodic meetings with the Director of Human Resources or his/her designee. Such meetings are intended to allow the Union a forum in which it can make recommendations concerning the City's Affirmative Action program and ways to further implementation of its goals.

**APPENDIX F**  
**Memorandum of Understanding**  
**Between**  
**The City of Hartford**  
**and**  
**The City of Hartford Professional Employees Association**

Employee Development

Effective October 1, 1997, the City will make available to members of the bargaining unit, course slots which remain available each semester after selection by non-bargaining unit and MLA personnel under the present educational program offered to the City by Trinity College.

Such courses will be available provided the course content is job related. Such courses will be offered provided that the City maintains this program and Trinity College continues to provide these courses to the City under the present terms of the Program.

Prospective students must follow and meet the Trinity application, acceptance, enrollment or other policies and guidelines required by the College. The employee is responsible for all registration, transcription or other charges or fees. This program and its administration are not subject to the grievance procedure or to a complaint filed with the State Board of Labor Relations.

APPENDIX G

Court of Common Council

16



CITY OF HARTFORD  
550 MAIN STREET  
HARTFORD, CONNECTICUT 06103

Calixto Torres, Council President  
r/o Winch, Majority Leader  
James M. Boucher, Assistant Majority Leader  
Larry Deutsch, Minority Leader

Veronica Afrey-Wilson, Councilwoman  
Luis E. Cotto, Councilperson  
Kenneth H. Kennedy, Jr., Councilman  
Matthew D. Ritzer, Councilman  
Pedro E. Segano, Councilman

Daniel M. Carey, Town and City Clerk

January 14, 2008

This is to certify that at a meeting of the Court of Common Council, January 14, 2008, the following RESOLUTION was passed.

WHEREAS, The City of Hartford acknowledges the contributions and sacrifices made by members of the uniformed services; and

WHEREAS, The City of Hartford supports our employees who are also members of the uniformed services; and

WHEREAS, The City of Hartford affirms its commitment to administer employment and reemployment rights in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA) of 1994; and

WHEREAS, The City of Hartford recognizes that activation to military duty can have significant impact on an individual and his/her family; now, therefore, be it

RESOLVED, That the Court of Common Council authorizes the Director of Human Resources and Labor Relations to revise the existing military leave policy and procedures for qualified full-time employees who are members of the uniformed services and who are called to active duty. Each employee shall receive, if his/her military pay is less than his/her base salary, the difference between his/her base salary and his/her military salary for up to a total of one (1) year during his/her employment with the City of Hartford. Additionally, any existing health insurance coverage provided by the City of Hartford shall continue for up to a total of one (1) year while such individual is on an approved military leave.

Attest:

Daniel M. Carey,  
City Clerk.

APPENDIX H

Introduced by: ALBERT G. ILC, City Manager

Heading  
And  
Purpose

AN ORDINANCE AMENDING CHAPTER XVII, SECTION 3 OF THE CHARTER OF THE CITY OF HARTFORD

Court of Common Council,  
City of Hartford,

May 13, 2002

Be It Ordained by the Court of Common Council of the City of Hartford:

That Section 3 of Chapter XVII of the Charter of the city of Hartford is hereby amended by adding the following subparagraph at the end thereof:

(cc) Pension Rights upon Reemployment by the City after Periods of Service in the Uniformed Services.

(1) For purposes of this subparagraph (cc), the following terms shall have the meaning ascribed thereto below:

(1) "Service in the uniformed services" has the same meaning ascribed to that phrase in the Uniformed Services Employment and Reemployment Rights Act of 1994, as amended ("USERRA"), 38 U.S.C. Section 4301 et seq., and means the performance of duty on a voluntary or involuntary basis in a uniformed service under competent authority and includes (without expansion or limitation) active duty, active duty for training, initial active duty for training, inactive duty training, full-time National Guard duty, and a period for which a person is absent from a position of employment for the purpose of an examination to determine the fitness of the person to perform any such duty.

- (2) The term "uniformed services" has the same meaning ascribed to that phrase in USERRA and includes (without expansion or limitation) service in any branch of the Armed Forces of the United States; the Army National Guard and the Air National Guard; the commissioned corps of the Public Health Service; and any other category of service designated as uniformed service by the President of the United States in the time of war or national emergency.
- (3) "Qualified USERRA Service" consists of any service in the uniformed services by any member for or by reason of which the city is required under USERRA to permit said member to provide pension service credit or other rights with the fund upon his or her reemployment with the city. In no event shall Qualified USERRA Service include Disqualified USERRA Service.
- (4) "Disqualified USERRA Service" means any service in the uniformed services from or for which a member (A) left on other than honorable conditions (including, but not limited to, under or with a dishonorable or bad conduct discharge), or (B) was dismissed or dropped from the rolls pursuant to 10 U.S.C. Sections 1161 (a) or (b).
- (5) A member's "Effective USERRA Earnings" shall be (A) the total earnings (including, but not limited to, overtime pay, private duty pay, holiday pay, sick leave and vacation pay, and shift differential pay) the member would have received but for his or her being absent during the period of his or her Qualified USERRA Service, or (B) in the event that the pension commission cannot determine that amount with reasonable certainty, the product of (i) such member's USERRA Effective Weekly Rate of Pay, times (ii) the number of weeks and parts thereof during which said member was absent performing Qualified USERRA Service.
- (6) A member's "USERRA Effective Weekly Rate of Pay" shall equal the quotient of (A) the member's total earnings during his or her USERRA Measuring Period, divided by (B) the number of weeks and parts thereof in the member's USERRA Measuring Period.
- (7) A member's "USERRA Measuring Period" shall mean that period of time, expressed in weeks, but not exceeding fifty-two (52) weeks in length, during which the member was employed by the city immediately prior to his or her USERRA Commencement Date.
- (8) A member's "USERRA Commencement Date" is that day following his or her last day of employment with the city before he or she began his or her Qualified USERRA Service.
- (9) "USERRA Reemployment Date" means that date on which a member is first reemployed by the city pursuant to or otherwise in accordance with USERRA after having performed any Qualified USERRA Service.
- (i) Effective December 12, 1994, any member who leaves the service of the city in order to serve in any of the uniformed services shall have the opportunity to purchase pension service credit with the fund for his or her Qualified USERRA Service upon reemployment by the city pursuant to, or otherwise in accordance with, USERRA. A member's eligibility to obtain pension service credit and/or any other rights under this subparagraph (e) shall be established by such documentary and/or other evidence as is reasonably required for that purpose by the pension commission consistent with the requirements of 38 U.S.C. Section 4312(f).
- (ii) Upon approval by the commission, any member seeking to obtain pension service credit with the fund for his or her Qualified USERRA Service shall pay the fund such amounts as are equivalent to those which the member would have contributed in the form of employee contributions during the period of his or her Qualified USERRA Service had the member, during that period of time, been employed by the City and paid his or her Effective USERRA Earnings as herein defined.
- (iv) Any contributions required to be made by any member pursuant to this subparagraph (e) may be paid in a lump sum, or, at the option of the member, in various increments, prior to the expiration of the Prescribed Time Period. For purposes of this provision, the "Prescribed Time Period" in which any contributions must be paid shall equal the lesser of (A) three (3) times the period of the member's Qualified USERRA Service, or (B) five (5) years, commencing, in either case, with the member's USERRA Reemployment Date. No contributions which are required to be made by any member pursuant to this subparagraph (e) will be "picked up" and paid by the city of Hartford pursuant to the provisions of Section 3(y) of this Chapter.

(v) The period of any Qualified USERRA Service for which pension service credit is purchased by any member pursuant to this subparagraph (ce) shall be combined with those periods of the member's continuous service occurring immediately before and after the member's Qualified USERRA Service, and, as combined, deemed to constitute one (1) period of continuous city service for all purposes under this chapter. Additionally, and regardless of whether any member has purchased pension service credit under this subparagraph (ce), any period of absence during which any member has provided Qualified USERRA Service (A) shall not cause any member to suffer any "break" in his or her continuity of service, and (B) shall be included in the computation of the member's continuous city service for the purpose of establishing any vested (i.e. nonforfeitable) rights to any benefits, as well as his or her eligibility to receive any benefits, which the member otherwise has accrued (or thereafter accrues) under this chapter. Except as otherwise provided in the preceding sentence, no member shall receive pension service credit or other rights under or in connection with the fund for any period of his or her Qualified USERRA Service (and no period of such service shall therefore be included in the computation of any member's city service) unless, and then only if and to the extent, he or she purchases pension service credit therefor in accordance

with this subparagraph (ce). Without limiting the generality of the foregoing, no member shall be entitled to purchase or otherwise be given pension service credit for any period before or after his or her Qualified USERRA Service during which he or she has, but fails to exercise or delays in exercising, his or her reemployment rights under USERRA.

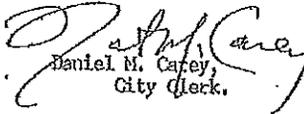
(vi) The provisions of this subparagraph are intended to implement, and only implement, the requirements of USERRA. Accordingly, no right or benefit not otherwise required to be provided to any member with regard to his or her rights and/or benefits in or with respect to the fund shall be deemed to be conferred hereby. Likewise, in the event any provision of this subparagraph (ce) conflicts with or is otherwise in contravention of the requirements of USERRA, the provisions of USERRA shall control. The rights and benefits conferred by this subparagraph (ce) shall be in addition to any other rights or benefits any member has or may obtain to purchase pension service credit for the period of any military service under any other provision governing the accrual or payment of benefits of or from the fund, providing, however, that no member shall be entitled to obtain pension service credit (expressed in terms of partial or whole years of service) under any of said provisions for any period of military or other service to the extent he or she has purchased and been awarded pension service credit for such service under this subparagraph (ce).

(vii) Nothing in this subparagraph (ce) shall be deemed to entitle any member to receive a retirement allowance in excess of that amount which may be specified to be, or which operates as, a maximum limit on the amount of any benefit which may be paid to such member pursuant to any other provisions of this chapter. In the event that any such member's retirement allowance would exceed any such limit if he or she was given credit for any Qualified USERRA Service purchased thereby, the fund shall refund such member the amount of his or her contributions applicable to thereto with interest at the rate of three (3) percent per annum from the date such contributions were fully paid until they are refunded by the pension commission.

This ordinance shall take effect upon adoption and be retroactive to December 12, 1994.

Adopted by the Court of Common Council at a regular meeting held June 10, 2002 by roll-call vote 9 to 0 and approved by the Mayor, June 11, 2002.

Attest:

  
Daniel M. Carey  
City Clerk.

Copies to: City Manager, Corporation Counsel, Director of Finance, Director of Management and Budget, and City Treasurer, and Municipal Code.