TENTATIVE AGREEMENT
BETWEEN THE CITY OF HARTFORD
AND
CHPEA, SEIU, LOCAL 2001 CSEA
FOR A SUCCESSOR COLLECTIVE BARGAINING AGREEMENT

The City of Hartford and the City of Hartford Professional Employee Association, SEIU, Local 2001 CSEA (hereinafter, "CHPEA") tentatively agree to a Collective Bargaining Agreement to be in full force and effect for the period commencing July 1, 2020 through June 30, 2024 subject to the ratification of CHPEA and approval by the City of Hartford Court of Common Council and the Municipal Accountability Review Board (hereinafter, "MARB"). The July 1, 2016 through June 30, 2020 Collective Bargaining Agreement currently in effect shall remain unchanged except as specifically outlined in this Tentative Agreement provided further that the Collective Bargaining Agreement shall be modified to reflect these changes.

This Tentative Agreement represents concepts and not necessarily final contract language. Actual contract language will be drafted if the Tentative Agreement is ratified by CHPEA and approved by the Court of Common Council and MARB.

CITY OF HARTFORD

LUKE BRONIN, MAYOR — DATE 8/10/21

CITY OF HARTFORD PROFESSIONAL EMPLOYEE ASSOCIATION, SEIU, LOCAL 2001 CSEA

MARIA DEL PILAR BOTERO, PRESIDENT — DATE 8/4/2021

JULIUS PRESTON, STAFF REPRESENTATIVE — DATE 8-4-2021

TENTATIVE AGREEMENT BETWEEN THE CITY AND CHPEA

The CITY OF HARTFORD and the CITY OF HARTFORD PROFESSIONAL EMPLOYEES ASSOCIATION, SEIU, LOCAL 2001 CSEA ("CHPEA") agree that the provisions of the Collective Bargaining Agreement in effect July 1, 2016 through June 30, 2020 shall remain in full force and effect, except as otherwise modified by this Tentative Agreement.

1. **DURATION, SECTION 8.5 - Replace with the following language:**
   The duration of this Agreement shall extend from July 1, 2020 through June 30, 2024 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.

   The Cover Page of the Collective Bargaining Agreement, as well as any and all other references to duration will be changed to July 1, 2020 through June 30, 2024.

2. **WAGES (APPENDIX A) – Replace the current language in Appendix A with the following language and update the salary tables accordingly:**

   Any negotiated percentage increases are applied to the base rounded to the nearest penny.

   Effective and retroactive to July 5, 2020, the salaries in effect on July 4, 2020 will be increased by two percent (2%).

   Effective and retroactive to July 4, 2021, the salaries in effect on July 3, 2021 will be increased by one percent (1%).

   Effective July 3, 2022, the salaries in effect on July 2, 2022 shall remain in effect through June 30, 2024.

   Effective July 4, 2021, the salary ranges will be modified to add one step to the end of each salary band, creating a new max step for each classification, with the exception of the Public Health Nurse (Class Code 3061), Crime Analyst (Class Code 5071) and Cyber Information Forensic Specialist (Class Code 0326) classifications. The percentage increase of the new max step will be consistent with current practice. The new max step will be one (1) year from the current max step (e.g., if the current max step is "5 Years," the new max step will be "6 Years.") Bargaining unit members who are at the max step of their classification as of July 3, 2021 will not be automatically moved to the new max step upon approval of this Agreement, but rather they will be eligible to receive a growth increment in accordance with this Agreement and the Personnel Rules & Regulations.

3. **SALARY SCHEDULES FOR PUBLIC HEALTH NURSE, CRIME ANALYST AND CYBER INFORMATION FORENSIC SPECIALIST – Effective July 4, 2021, the salary ranges for the Public Health Nurse (Class Code 3061), Crime Analyst (Class Code 5071) and Cyber Information Forensic Specialist (Class Code 0326) classifications will be revised as follows:**

   <u>Public Health Nurse (Class Code 3061)</u>
   Eliminate the current "Base," "Step 1" and "Step 2." "Step 3" becomes new "Base" with 6 annual steps to max as follows:

Base	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
0	1 year	2 Years	3 Years	4 Years	5 Years	6 Years
$2,410.26	$2,530.77	$2,651.29	$2,771.80	$2,892.31	$3,012.83	$3,133.34
$62,666.76	$65,800.02	$68,933.54	$72,066.80	$75,200.06	$78,333.58	$81,466.84

   Note: There is no incumbent at this time.

Crime Analyst (Class Code 5071) & Cyber Information Forensic Specialist (Class Code 0326)
Eliminate the current "Base" and "Step 1." "Step 2" becomes new "Base" with 5 annual steps to max as follows:

Base	Step 1	Step 2	Step 3	Step 4	Step 5
0	1 year	2 Years	3 Years	4 Years	5 Years
$2,264.12	$2,377.33	$2,490.53	$2,603.74	$2,716.94	$2,830.15
$58,867.12	$61,810.58	$64,753.78	$67,697.24	$70,640.44	$73,583.90

Placement of incumbents (Note: The placement of the incumbents will not be incorporated into the language of the successor collective bargaining agreement):

Employee #947582: Currently at Step 3, but eligible for a growth increment in July 2021. Place at new Step 2.
Employee #947711: Currently at Step 3 & not eligible for a growth increment until December 2021. Place at new Step 1.
Employee #948410: Currently at Step 1 & not eligible for a growth increment until March 2022. Place at new Base step.

4. **UNION SECURITY, SECTION 1.2 AND CHECK OFF, SECTION 1.3 – The Parties agree to revise the language to conform with the *Janus* Supreme Court decision and recent law.**

5. **EXCLUSION, SECTION 1.9 – Replace the current language in Section 1.9 with the following language:**

SECTION 1.9 EXCLUSION

Part-time, seasonal, temporary and Per Diem employees are excluded from this Agreement, except as otherwise explicitly provided below.

Part-Time Employees. 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 December 11, 2017, eligible part-time employees as defined below shall be entitled to the following benefits:

- Part-time employees who work a minimum of six hundred and eighty (680) hours between June 1st and May 31st shall be credited with forty (40) hours (ten (10) half days) of vacation leave in July of each fiscal year for which they are eligible. This accrued vacation leave may be used for sick or vacation leave purposes and must be used in no less than one (1) hour intervals. In addition, eligible part-time employees will be allowed to carry over from one (1) fiscal year to the next fiscal year up to a maximum of forty (40) hours. At no time, can the vacation carryover be more than forty (40) hours.

- Part-time employees who work a minimum of nine hundred and ten (910) hours shall be paid twenty (20) hours of holiday pay (five (5) half days) in July of each fiscal year for which they are eligible.

Said part-time employees shall have the right to grieve any violation of this Section under the grievance procedure in the contract.

Per Diem Employees. Effective upon the approval of the 2020-2024 Agreement, the City will have the right to hire Per Diem employees in the classifications of: Clinic Nurse (Class Code 3055), Pediatric Nurse (Class Code 3054), and Public Health Nurse (Class Code 3061) under the following terms and conditions:

- Per Diem employees are not members of the CHPEA bargaining unit and 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 any general wage increases afforded to bargaining unit members shall be applied to the rates of pay of the Per Diem classifications.

- The duties and responsibilities of the Per Diem employees will be the same as those performed by full-time employees employed in these classifications.

- Per Diem employees will be utilized only when a permanent full-time employee in the same classification is not available.

- Any premium overtime or benefits afforded to Per Diem employees will be in accordance with applicable state and federal laws only.

- Per Diem employees will be required to satisfy the same minimum qualifications and secure and maintain any job-related certifications necessary to perform their work in the classification for which they were hired.

- The three (3) month limitation set forth in Rule VIII, Paragraph 6 of the City's Personnel Rules & Regulations will not apply to Per Diem employees.

6. **DISCHARGE, SECTION 2.2 – Replace the current language in Section 2.2 with the following language.**

SECTION 2.2 DISCHARGE

The City may discharge an employee for just cause. In doing so, the City must notify the employee and the Union in writing of the discharge. Any employee who is separated from the service of the City including but not limited to discharge who has completed his or her probationary period shall have the right to appeal his or her discharge 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 ten (10) working days of the effective date of such discharge.

7. **SHIFT DIFFERENTIAL, SECTION 3.2, FIRST PARAGRAPH ONLY – Replace the current language in the first paragraph of Section 3.2 with the language provided below. The second paragraph of Section 3.2 will remain unchanged.**

Effective December 29, 2017, bargaining unit members employed in the job classification of Crime Analyst who work 2nd or 3rd shift, as described below, will receive a shift differential of fifty cents ($.50) per hour for 2nd shift and sixty-five cents ($.65) per hour for 3rd shift. Notwithstanding anything herein to the contrary, effective the first full pay period following the approval of the 2020-2024 Agreement, bargaining unit members employed in the job classification of Crime Analyst will receive a shift differential of one dollar ($1.00) per hour for 2nd shift and one dollar and fifty cents ($1.50) per hour for 3rd shift.

8. PERSONNEL, SECTION 3.4 – Replace the current language in Section 3.4 with the following language (Clean up only):

SECTION 3.4 PERSONNEL

The City and the Union shall adhere to all provisions of ordinances, laws and the Personnel Rules and Regulations in effect December 27, 1993 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 December 27, 1993. 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.

9. INSURANCE, SECTION 3.5, PARAGRAPH A – Replace the current language in Paragraph C of Section 3.5 with the following language (Clean up only):

A. **Medical and Prescription Drug Insurance.** The City will provide benefits under the negotiated High Deductible Health (HDHP) plan as outlined in Appendix B.

Any non-standard benefits that were provided under the medical plans outlined in the July 1, 2012 through June 30, 2016 Collective Bargaining Agreement will not be provided under the HDHP.

Health Savings Account. The HDHP will include a Health Savings Account (HSA). The City will contribute fifty percent (50%) of the employee's In-Network deductible to the employee's HSA. The City's HSA contribution will be paid in equal installments on a quarterly basis.

Notwithstanding anything in the contract that may be to the contrary, the City will not contribute to the HSA of any retiring employee who is eligible to purchase retiree health insurance through the City by virtue of other provisions of this Agreement.

Prescription Drugs. If the City moves to the standard CVS formulary, the CHPEA bargaining unit agrees to it without challenge.

10. INSURANCE, SECTION 3.5, PARAGRAPH B, THE DENTAL PLAN – Replace the current language in Paragraph B of Section 3.5 with the following language (Clean up only):

B. **The Dental Plan**. The City will provide each employee and each employee's enrolled dependents under the full service dental plan outlined in Appendix B-1. Enrolled dependent children will be covered through age twenty-six (26).

Bargaining unit members shall contribute for dental coverage the same employee cost-sharing contributions as for medical coverage as set forth in Paragraph C. below.

11. EMPLOYEE INSURANCE CONTRIBUTIONS, SECTION 3.5, PARAGRAPH C – Replace the current language in Paragraph C of Section 3.5 with the following language:

C. **Employee Insurance Contributions.** Effective July 1, 2019, each employee enrolled in the health coverage described in this Section shall pay, via payroll deduction, eighteen and one-half percent

(18.5%) of the carrier's determined rates for their health insurance based on single, two person or family coverage under the Plan.

Effective July 1, 2022, each employee enrolled in the health coverage described in this Section shall pay, via payroll deduction, nineteen percent (19%) of the carrier's determined rates for their health insurance based on single, two person or family coverage under the Plan.

The City shall maintain a Section 125 plan for health insurance contributions as approved by the IRS.

12. HOURS OF WORK, SECTION 4.1 – Replace the current language in Section 4.1 with the following language:

SECTION 4.1 HOURS OF WORK

The work week for all bargaining unit employees shall be forty (40) hours per week. Except as provided in Section 3.2 and outlined below, 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.

Crime Analysts. Notwithstanding anything herein to the contrary and due to the nature of their work, the City has the flexibility to hire employees in the classification of Crime Analyst to work on first, second or third shift as outlined in this Agreement. If a vacancy occurs in a particular shift, current employees may request that they be reassigned to the vacant shift. All requests will be submitted to the Chief of Police, who will have sole discretion to approve or deny the request. Effective the first full pay period after the approval date of the 2020-2024 Agreement, bargaining unit members employed in the job classification of Crime Analyst will be provided with a thirty (30) minute unpaid lunch.

Finance Department – Tax and Assessor's Offices. The hours of work for all bargaining unit members employed in the Tax and Assessor's Offices of the Finance Department shall be as follows:

Monday: 8 am – 5 pm
Tuesday: 8 am – 5 pm
Wednesday: 8 am – 5 pm
Thursday: 8 am – 7 pm
Friday: 8 am – 2:30 pm

Health and Human Services. Bargaining unit members employed in the Environmental Health and Women, Infants and Children (WIC) Divisions may be required to work one (1) night a week and one (1) weekend a month. Weekend work will be scheduled on a rotational basis. Such hours will be paid as outlined in Section 4.2.

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.

13. OVERTIME, SECTION 4.2 - Replace the current language in Section 4.2 with the following language:

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 forty (40) hour work week for calculation of overtime pay. Compensatory time will be earned and used in accordance with Section 4.3.

D. Notwithstanding anything herein to the contrary, effective the first full pay period after the approval date of the 2020-2024 Agreement, all bargaining unit members will have the option to receive overtime pay or compensatory time for all hours worked in excess of forty (40) hours in any work week. Accrued leave and holiday pay will not count toward the forty (40) hour work week for calculation of overtime pay. Compensatory time will be earned and used in accordance with Section 4.3. All overtime assignments must have pre-approval from the Department Head or his or her designee. Overtime opportunities will be provided on a voluntary basis to the extent possible. In the event that no one signs up for an overtime assignment, then bargaining unit members will be ordered in through rotational assignment based on least seniority. Any stipends that were previously provided in lieu of premium overtime, included, but not limited to the "Special Events Stipend" as set forth in the 2007 Memorandum of Agreement, will no longer be provided.

14. COMPENSATORY TIME, SECTION 4.3 - Replace the current language in Section 4.3 with the following language:

SECTION 4.3 COMPENSATORY TIME

Compensatory time means hours actually worked by a bargaining unit employee above forty hours in a work week, 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. Requests for authorization of compensatory time or the taking of compensatory time may not be unreasonably withheld. Compensatory time may be accumulated in one (1) hour increments up to a maximum of ten (10) days (eighty (80) hours). Thereafter, overtime will be paid in accordance with Section 4.2.

Compensatory time may be carried forward into the next fiscal year to a maximum accumulation of ten (10) days (eighty (80) hours). Compensatory time accumulated shall be cashed out upon separation from City service.

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 may not be unreasonably withheld, provided the employee works a forty (40) hour work week, including any paid leave provided under this Agreement.

15. CALL BACK PAY, NEW SECTION 4.4 – Add the following language as NEW Section 4.4:

Effective the first full pay period after the approval date of the 2020-2024 Agreement, a bargaining unit member will be paid a minimum of two (2) hours at the applicable overtime rate when he or she is called in outside of his or her regularly scheduled work hours. This minimum call back pay only applies to mandatory overtime assignments.

16. TIMEKEEPING, CURRENT SECTION 4.4 – The parties agree to delete the current language in Section 4.4 in its entirety. This language will not be incorporated into the successor collective bargaining agreement. (Clean up only).

17. VACATIONS, SECTION 5.2 – Replace the current language in Section 5.2 with the following language:

SECTION 5.2 VACATIONS

Effective the fiscal year following the approval of the 2020-2024 Agreement, each employee in the bargaining unit shall accumulate during and after his or her probationary period vacation leave over a twelve (12) month period (July 1st through June 30th), which shall be credited to the bargaining unit member on July 1st of the fiscal year following the bargaining unit member's appointment and on July 1st of each subsequent year of creditable service in accordance with the following schedule:

A. Employees who have less than one (1) year of service on July 1st shall be entitled to vacation on the following basis:

One and one-quarter (1 1/4) 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 July 1st shall be entitled to a vacation of three (3) weeks.

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

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

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 15th 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 (1) hour increments. Employees must take all vacation leave or one week whichever is less during the fiscal year following the July 1st 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 forty (40) days. Any carry over in excess of thirty (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, the salary equivalent of accrued vacation leave earned by the employee 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. Effective upon the approval of the 2020-2024 Agreement, the pay-out of vacation upon separation will be the salary equivalent of accrued vacation leave up to a maximum of twelve (12) weeks regardless of the number of hours credited or earned at the time of separation, provided the bargaining unit employee was not denied vacation leave within the last six (6) months before separation. In those cases, bargaining unit employees also will be paid for any vacation leave that was denied and above the twelve (12) week maximum.

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.

18. SICK LEAVE, SECTION 5.3, PARAGRAPH (7) ONLY – Replace the current language in Paragraph (7) of Section 5.3 with the following language:

(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.

Aggregate Years of Service	Total Number of Personal Days
Up to five (5) years	Up to three (3) days
Six (6) years or more	Up to five (5) 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.

19. FURLOUGH DAYS, SECTION 5.14 – The parties agree to delete the current language in Section 5.14 in its entirety. This language will not be incorporated into the successor collective bargaining agreement, and there will be no requirement for bargaining unit members to take a furlough day during the term of the 2020-2024 Agreement.

20. DEFERRED COMPENSATION, SECTION 6.8 – Replace the current language in Section 6.8 with the following language (Clean up only):

SECTION 6.8 DEFERRED COMPENSATION

The City shall continue to offer a 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, a deferred compensation plan.

(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.

(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.