

**AGREED UPON LANGUAGE DOCUMENT
FOR PURPOSES OF STATUTORY REQUIREMENTS IN
CASE NO. 2018-MBA-393¹**



AGREEMENT

BETWEEN

THE CITY OF HARTFORD, CONNECTICUT

AND

**HARTFORD MUNICIPAL
EMPLOYEES ASSOCIATIONS**

JULY 1, 2017 – JUNE 30, 2021

¹Table of Contents will be updated based on decision in Case No. 2018-MBA-393. Some subparagraph numbers/letters may change throughout the document based on the arbitration award.

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³To be revised in accordance with the interest arbitration award.

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⁵To be revised in accordance with the interest arbitration award.

PREAMBLE

¶1 The following Agreement between the City of Hartford, Connecticut, hereinafter referred to as the City, and the Hartford Municipal Employees Association, hereinafter referred to as the Association, is recorded in written form to meet the requirements as set forth in Section 7-470 (c) in the Municipal Employee Relations Act of the General Statutes of the State of Connecticut. This Agreement is designed to provide for an equitable procedure for the resolution of differences in accordance with the grievance procedure specified herein, in order to promote a cooperative relationship between the Association and the City.

ARTICLE I RIGHTS AND RECOGNITION

Section 1.1 RECOGNITION

¶2 The City recognizes the Hartford Municipal Employees Association as the sole and exclusive bargaining agent pursuant to the certification issued by the Connecticut State Board of Labor Relations on March 14, 1980 (ME 5863), November 16, 1981 (ME 6705), January 11, 1982 (ME 6561), May 6, 1982 (ME 7089), May 6, 1982 (ME 7090), March 28, 1984 (ME 8344), January 20, 1984 (ME 8350), February 29, 1988 (ME 10,605), October 16, 1987 (ME 10,827), May 28, 1993 (ME 15,408), September 13, 1993 (ME 15,029), November 19, 1993 (ME 15,873), November 19, 1993 (ME 15,915), July 13, 1994 (ME 15,916), July 13, 1994 (ME 15,917), May 17, 1994 (ME 16,247), December 27, 1994 (ME 16,745), February 14, 1995 (ME 16,888) and those classes listed in Appendix A which were mutually agreed to by the Association and the City through amendment to the Agreement for the purposes of collective bargaining under the provisions of Public Act 159. The Association recognizes the Mayor and/or his or her designated representative(s) as the sole and exclusive representative(s) of the City, for the purposes of collective bargaining, on matters of wages, hours and other conditions of employment under the Municipal Employee Relations Act.

Section 1.2 ASSOCIATION SECURITY

¶3 All employees in the bargaining unit who are Association members on the effective date of this Agreement shall, as a condition of continued employment, remain members to the extent of paying dues uniformly required of all members for the duration of this Agreement.

¶4 All employees in the bargaining unit who are not Association members on the effective date of this Agreement shall pay, as a condition of continued employment, to the Association a service charge as a contribution toward the cost of administration of this Agreement. All new employees to the bargaining unit must, as a condition of continued employment, either; (1) join the Association to the extent of paying an initiation fee (if assessed) and any dues uniformly required of all members for the duration of this Agreement or (2) pay to the Association a service charge as a contribution toward the cost of administration of this Agreement. However, no new employee to the bargaining unit will be required to comply with this Section until the first of the full month following the initial thirty (30) days of employment.

¶5 On a monthly basis, the Human Resources Department will provide the Association President with a listing of all employees entering or leaving the bargaining unit.

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

Section 1.3 CHECK-OFF

¶7 The City agrees to deduct from the pay of all employees covered by this Agreement, who authorize in writing such deduction from their wages, such membership dues, initiation and service fees as may be uniformly assessed by the Association. Neither any bargaining unit member nor the Association 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 sixty (60) calendar days after the date 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.

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

Section 1.4 DEDUCTION PERIOD

¶9 Deductions for union dues shall be made and remitted to the Association, together with a list of names of employees from whose wages such deductions have been made.

Section 1.5 MANAGEMENT RIGHTS

¶10 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, responsibilities 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 proceedings except as specifically provided for in this Agreement.

¶11 **ISSUE 1 (Eliminate Payroll Subcontracting Provision)**

Section 1.6 PRIOR RIGHTS, BENEFITS AND PRIVILEGES

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

Section 1.7 NO STRIKE: NO LOCK-OUT

¶13 The Association agrees that it will not call or support any strike, work stoppage, or work slowdown. The City agrees that it will not lock out any bargaining unit member at any time.

Section 1.8 NO DISCRIMINATION

¶14 The provisions of the Agreement shall be applied equally to all bargaining unit members without discrimination because of race, religion, color, creed, age, sex, marital status, national origin, political affiliation, union membership, residence, physical or mental disability or sexual orientation. However, the City retains all defenses to discrimination claims based on physical or mental disability provided by federal and state statutes, regulations and judicial decisions.

Section 1.9 EXCLUSIONS

¶15 Part-time, seasonal and temporary employees are excluded from this Agreement; provided, however, that part-time employees in classifications listed in Appendix A are included in the Agreement only to the extent that such employees will be paid in accordance with Appendix A of this Agreement on an hourly basis and provided further that effective July 1, 1992 those part-time employees who worked at least 1040 hours (for a regular 40 hour per week position) in the previous fiscal year will be credited with ten (10) half days of vacation and five (5) half days of holiday pay. Said part-time employees shall have the right to grieve any violation of this Section under the grievance procedures in the contract.

Section 1.10 SUPERVISORY RESPONSIBILITIES

¶16 The City and the Association recognize that the positions occupied by the members of the Hartford Municipal Employees Association, are and have always been essentially management positions. The Association agrees that the designation of these positions within a bargaining unit has not altered the responsibilities of bargaining unit members to advocate management's functions. The responsibilities shall be apparent both in Association member's supervision and direction of subordinate employees and in their attention to the City's mission of serving the residents of Hartford. The Association is obligated to ensure that its members, as part of management, actively support the efforts of the City administration to maintain essential City services and to work to minimize the critical hardships that may otherwise befall the City's residents.

Section 1.11 COPIES OF THE AGREEMENT

- ¶17 As soon as practicable after the signing of this Agreement, the City shall provide the Association with copies of the Agreement to distribute to each bargaining unit member and fifty (50) additional copies to the Association President. The City shall supply a copy of this Agreement to each new hire in the bargaining unit during the term of this Agreement. Enough copies to cover the foregoing distribution plus two hundred and fifty (250) copies for the City shall be printed in booklet form by a union printer and the cost thereof shared equally by the parties. In either event, payment shall be due from the Association within thirty (30) days of receipt of a bill from the City for the Association's share of the cost. The Association shall be entitled to verification of said cost.

ARTICLE II GRIEVANCE PROCEDURE

Section 2.1

- ¶18 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:
- ¶19 Step 1. The aggrieved employee, who may be represented by a representative of the Association, shall present the facts to his or her immediate supervisor within ten (10) working days of the date on which the grievance or dispute arose. The supervisor shall render his or her decision to the employee and the Association representative within ten (10) working days from the day the grievance was presented.
- ¶20 Step 2. If the grievance is not resolved in Step 1, the employee or Association representative shall reduce the grievance to writing and present it within ten (10) working days to the department head. It shall include:
1. A statement of the grievance and the facts involved; and
 2. The alleged violation of the specific provision of this Agreement; and
 3. The remedy requested.
- ¶21 The department head or his or her designee shall arrange a meeting with all parties concerned present, to review the facts and shall notify the employee and the Association representative of his or her decision in writing within ten (10) working days from the day the grievance was submitted to him or her.
- ¶22 Step 3. If the grievance is not resolved in Step 2, the employee or the Association representative shall present it to the Director of Human Resources and Labor Relations or his or her designee within ten (10) working days after the decision of the department head is received. If requested by the employee or the Association, or if he or she so determines, the Director of Human Resources and Labor Relations or his or her designee shall meet

informally with the interested parties no later than ten (10) working days after the receipt of the grievance, and, in any case, shall render his or her decision in writing within fifteen (15) working days of receipt of the grievance.

¶23 Step 4. If the Association is not satisfied with the decision rendered in Step 3, it shall notify the Director of Human Resources and Labor Relations in writing within ten (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 State Board of Mediation and Arbitration, which shall act on such request in accordance with its rules and procedures. Said board shall be limited to the expressed terms of the contract and shall not have the power to modify, amend or delete any terms or provisions of the Agreement or render a decision contrary to law. The decision of the Board shall be final and binding. Failure of either party to insist upon compliance with any provision of this Agreement at any given time or times under any given set or sets of circumstances shall not operate to waive or modify such provisions, or in any manner whatsoever to render it unenforceable, as to any other time or times or as to any other occurrence or occurrences, whether the circumstances are, or are not, the same.

¶24 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 Association President. If not satisfactorily resolved within two (2) weeks of its submission, the City may submit the grievance to the State Board of Mediation and Arbitration.

¶25 The Association or the City may bring one (1) case per year to the American Arbitration Association rather than to the State Board of Mediation and Arbitration. The charges of the American Arbitration Association, including the arbitrator, shall be shared equally between the Association and the City. Upon mutual agreement, additional cases may be brought to the American Arbitration Association.

¶26 It is agreed that if the City fails to respond to the Association within the above prescribed time schedules for any step in the grievance process, the Association shall be permitted to automatically move onto the next grievance step; provided, however, that this provision will not apply to a given step when the time limits have been mutually waived by the Union and the City at that step in the procedure.

Section 2.2

¶27 In order to avoid the necessity of processing at one time numerous grievances originating with the same event, the Association 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 Association grievance shall be processed as a precedent.

¶28 When such grievance is resolved, the parties shall, within four (4) weeks of the date the precedent grievance is resolved, review the other grievances that were held in abeyance in an effort to resolve them.

¶29 If any 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.

Section 2.3

¶30 The City shall notify the Association within five (5) working days following the filing of a grievance at Step 2 or Step 3 by any bargaining unit member when the submitted written grievance does not carry the signature of an Association official.

Section 2.4

¶31 Grievances involving discharge, suspension or demotion shall be processed at Step 3 of the grievance procedure and may be submitted thereafter to arbitration in accordance with the provision of Step 4 of the grievance procedure. No employee may be reprimanded, suspended, demoted or discharged except for just cause.

¶32 An employee serving a probationary period as the result of a promotion will not have access to the grievance procedure in the case of demotion during the term of the probationary period.

¶33 An employee serving an initial probationary period as a City employee will not have access to the grievance procedure in the case of suspension, demotion or termination during the term of the probationary period.

Section 2.5 EXAMINATION AND APPOINTMENTS

¶34 It is understood and agreed that no entry level or promotional examination (including medical examination), eligibility list, certification list or any other activity related to the hiring, promotion and/or appointment of employees as authorized by the City of Hartford Personnel Rules and Regulations in effect on December 27, 1993 and as conducted by designated members of the Human Resources Department or by department heads or their designees will be subject to the provisions of this Article.

¶35 It is also understood that the provisions of this Section do not constitute a waiver of either parties' rights under the Municipal Employee Relations Act.

**ARTICLE III
PERSONNEL, PAY AND BENEFITS**

Section 3.1 LAWS, ORDINANCES AND THE PERSONNEL RULES

- ¶36 The City and the Association shall recognize and adhere to all provisions of the Federal, State and City laws and ordinances which are in effect on the date this Agreement is ratified by the Association and which are not otherwise specifically superseded by the terms of this Agreement.
- ¶37 Further, the City and the Association shall recognize and adhere to all provisions of the City of Hartford Personnel Rules and Regulations in effect as of December 27, 1993 which apply to collective bargaining matters and which apply to bargaining unit members and which are not otherwise superseded by the terms of this Agreement.
- ¶38 No change in the City of Hartford Personnel Rules and Regulations in effect on December 27, 1993, which constitute a major or substantial change in conditions of employment (as defined by the State Board of Labor Relations), shall apply to members of this bargaining unit without prior negotiations, if requested by the Association.
- ¶39 A copy of the City of Hartford Personnel Rules and Regulations shall be given to all officers and area representatives of the Association upon request. The January preceding the contract expiration date, a copy of the current City of Hartford Rules and Regulations will be provided to the Association President. The Association President will receive a copy of any proposed change in the City of Hartford Personnel Rules and Regulations prior to the public hearing on any such proposed change.

Section 3.2 CLASSIFICATIONS AND PAY RATES

- ¶40 The pay rates and pay ranges for job classifications in the bargaining unit shall be as described in Appendix A.
- ¶41 All bargaining unit members shall be paid on a bi-weekly schedule. All payroll deductions will also be made on a bi-weekly basis.
- ¶42 Effective no later than the first pay period in January 2016, the City shall require direct deposit and electronic notification of all pay-related checks.

General Wage Increases:

¶43 **Effective the first pay period after the implementation of the arbitration award, the salary rates then in effect shall remain in effect through June 30, 2019.**

¶44 **ISSUE 2 (GWI for FY 2019-20)**

¶45 **ISSUE 3 (GWI for FY 2020-21)**

¶46 All salaries shall be rounded to the nearest penny (.01).

Growth (Step) Increments:

¶47 For Fiscal Years 2017-18 and 2018-19, bargaining unit members will be eligible for regular growth (step) increments.

¶48 **ISSUE 4 (Growth (Step) Increments FY 2019-20)**

¶49 **ISSUE 5 (Growth (Step) Increments FY 2020-21)**

¶50 **ISSUE 6 (Growth (Step) Increments, Upon Expiration of CBA)**

Retirement Payment

¶51 A bargaining unit member who retires on or after June 9, 2008 as a HMEA bargaining unit member, shall receive a one-time lump sum payment of twelve hundred dollars (\$1,200) provided the following conditions are met:

¶52. The bargaining unit member must have been on the active City payroll as a bargaining unit member as of July 1, 2007; and

¶53. The bargaining unit member must have been on the active City payroll as of June 9, 2008; and

¶54. The bargaining unit member’s last day worked must have been on or after May 27, 2008.

¶55. For purposes of the \$1,200 lump sum payment, a bargaining unit member is considered to be on the “active City payroll” until the first regular pay period after the bargaining unit member’s last day worked.

Section 3.3 LONGEVITY PAYMENT

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

<u>Aggregate Years of Service</u>	<u>Total Annual Longevity</u>
Six (6) years but less than ten (10) years	\$125
Ten (10) years but less than fifteen (15)	\$175
Fifteen (15) years but less than twenty (20)	\$250
Twenty (20) years or more	\$350

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

¶58. 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 (1) lump sum payment on December 1 of each and every year only to those bargaining unit members who are in active service on said December 1 and to those bargaining unit members who are retired or laid off in the period between the determination of their eligibility on July 1 and the date of payment on December 1.

¶59. Said longevity payments shall not affect the annual increment to which a bargaining unit member is entitled but are compensation for continued and faithful service to the City.

¶60 Any employee who becomes a bargaining unit member after June 9, 2008 shall not be eligible to receive longevity payments.

¶61 ISSUE 7 (Eliminate Longevity Payment Ceiling for Pre-June 9, 2008 Members)

Section 3.4 INSURANCE

¶62 Bargaining unit members who are eligible or who become eligible for insurance coverage shall be provided the following coverage:

¶63 1. **Medical Insurance** – The City shall continue to provide and pay the cost of medical benefits for each eligible bargaining unit member and his or her eligible dependents as detailed in Appendix B, Medical Benefits at a Glance or an alternative plan, as provided below. Effective April 24, 2017 (issuance of the interest arbitration award in Case No. 2014-MBA-279), the medical benefits for each eligible bargaining unit member and his or her eligible dependents shall be modified only to the extent set forth in Appendix B.

¶64 Pursuant to the arbitration award in SBMA Case No. 2002-MBA-47, the medical insurance plan shall not cover laser eye surgery.

¶65 Effective July 1, 2019 the current medical plan(s) will be replaced with a High Deductible Health Plan (HDHP) with a Health Savings Account as described below: ISSUE 8 (Implementation of Full Replacement HDHP with HSA)

¶66 ISSUE 9 (Non-Standard Benefit Coverage)

¶67 ISSUE 10a (HSA Funding Schedule FY19-20); ISSUE 10b (Funding Schedule Thereafter)

¶68 ISSUE 11 (CVS Caremark Standard Control Formulary, City Ex. HH)⁶

¶69 ISSUE 12 (PPO Buy-Up)

¶70 ISSUE 13 (HSA Funding for Retirees)

⁶Union does not agree to the description of this issue. There is, however, no disagreement as to the existence and/or placement of this issue.

¶71 2. **Full Dental Plan** - The City will provide and pay the cost of covering each eligible bargaining unit member and his or her eligible dependents with the full service dental plan, including Riders A, B, C, and D, or an alternative plan as provided below, and as described in greater detail in Appendix C, Dental Benefits at a glance.

¶72 Effective July 1, 2013 through April 24, 2017 (issuance of the interest arbitration award in Case No. 2014-MBA-279), the cost of the dental plan benefits shall be as follows:

¶73 *a. Diagnostic, preventive and restorative care.* The City shall pay the cost of such coverage for each bargaining unit member and his or her eligible dependents.

¶74 *b. Additional basic benefits.* (Rider A) The City shall pay the cost of such coverage for each bargaining unit member and his or her eligible dependents.

¶75 *c. Orthodontics benefits.* (Rider D) The City shall pay the cost of such coverage for each bargaining unit member and his or her eligible dependents. However, orthodontics benefits are only available for a bargaining unit member or eligible dependent under the age of nineteen (19).

¶76 *d. Periodontics benefits.* (Rider C) The cost of providing such coverage to each bargaining unit member and his or her eligible dependents shall be paid entirely by the bargaining unit member through payroll deduction.

¶77 *e. Prosthodontics benefits.* (Rider B) The cost of providing such coverage to each bargaining unit member and his or her eligible dependents shall be paid entirely by the bargaining unit member through payroll deduction.

¶78 Effective April 24, 2017 (issuance of the interest arbitration award in Case No. 2014-MBA-279), bargaining unit members will no longer pay for the benefits described in paragraphs a. through e. above in the manner described, but instead shall contribute the same percentage toward the total cost of the dental plan benefits described above as they contribute for medical insurance as set forth in Section 3.4, Employee Contributions.

¶79 The above dental benefits cannot be provided separately and in order to enroll in the City's dental plan, the bargaining unit member and his or her eligible dependents must be enrolled in one (1) of the City's medical insurance plans.

¶80 Except as indicated in Appendix C to the contrary, for purposes of medical and dental insurance coverage, an eligible dependent child shall receive coverage until: (1) the child marries or attains the age of twenty-five (25), or (2) as required under the Federal PPACA (Patient Protection and Affordable Care Act) law, whichever provides greater eligibility.

¶81 3. **Duplicate Coverage Prohibition.** The above insurance coverage will be provided to each full-time bargaining unit member and his or her eligible dependents; provided, however, that when the spouse or civil union partner of a bargaining unit member is also an employee of the City or Board of Education, insurance coverage will be provided under a single plan. The bargaining unit member may elect the insurance

coverage provided in this Agreement or the insurance coverage provided to his or her spouse or civil union partner, but in no case will duplicate insurance coverage be provided.

¶82 4. **Alternate Insurance Payment Provision.** A bargaining unit member who is covered under alternate medical insurance through another employer (e.g. spouse) may waive his or her basic medical insurance benefits provided by the City for a minimum period of one (1) year. Commencing with the July 1, 2017 to June 30, 2018 fiscal year bargaining unit members with 2-Person or Family coverage who opt not to accept medical insurance under one of the City’s medical plans shall be compensated on a fiscal year basis as outlined in the Alternate Insurance Payment Schedule below. Such payment (subject to regular payroll deductions) shall be paid at the end of the fiscal year during which the bargaining unit member was not covered by the City’s medical insurance. Except as indicated below, any bargaining unit member choosing this option shall only be able to opt in or out during the City’s open enrollment period.

¶83 **Alternate Insurance Payment Schedule:**

Single	No Payment
2-Person	\$2,500
Family	\$2,500

¶84 Any bargaining unit member who subsequently becomes ineligible under some alternate medical insurance coverage during the one (1) year period shall be entitled to re-enroll under the City’s medical insurance provisions provided that the City’s Benefits Administrator is notified in writing, by the bargaining unit member. No proof of insurability shall be required.

¶85 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 participation of six (6) full months in the Alternate Insurance Payment program is required.

¶86 Any bargaining unit member choosing not to accept medical insurance under one (1) of the City’s medical insurance plans shall be required to sign a waiver of City insurance and submit proof of alternate medical insurance coverage to the City’s Benefits Administrator.

¶87 The Alternate Insurance Payment Provision is not applicable to bargaining unit members whose lawful spouse or civil union partner is also an employee of the City or Board of Education.

¶88 Any bargaining unit member who waives his or her medical insurance coverage under the Alternate Insurance Payment Provision shall not be eligible for dental insurance coverage as outlined in Subsection 2. above.

5. **Employee Contributions.**

- ¶89 **ISSUE 14 (HSA Funding as Part of Employee Cost Share)**
- ¶90 **ISSUE 15 (Employee Health Insurance Contribution, Upon Award Implementation)**
- ¶91 **ISSUE 16 (Employee Health Insurance Contribution, FY 2019-20)**
- ¶92 **ISSUE 17 (Employee Health Insurance Contribution, FY 2020-21)**
- ¶93 **ISSUE 18 (Eliminate 125% Cap on Employee Health Insurance Contributions)**
- ¶94 **ISSUE 19 (Healthy Hartford Program)**

¶95 Payroll deductions for health insurance premium contributions shall be made pursuant to the provision of Section 125 of the Internal Revenue Code.

¶96 The allocation rate as determined by the City’s insurance carrier shall be based on the claims experience of the City, including active and retired employees.

¶97 **6. Group Life Insurance.** The City will pay the cost of group life insurance for all bargaining unit members enrolled in such plan or who thereafter enroll in such plan according to present terms, which terms include longevity pay, if applicable, in determining the amount of insurance for which each bargaining unit member is eligible.

¶98 Each full-time active bargaining unit member shall receive Group Life and Accidental Death and Dismemberment insurance at one and one-half times (1.5x) the bargaining unit member’s current salary up to a maximum of fifty thousand dollars (\$50,000). Effective June 9, 2008, each full-time active bargaining unit member shall receive Group Life and Accidental Death and Dismemberment insurance at one and one-half times (1.5x) the bargaining unit member’s current salary up to a maximum of seventy-five thousand dollars (\$75,000).

¶99 A bargaining unit member shall have the right to change the beneficiary designation for the Group Life Insurance benefits without penalty at any time.

¶100 **7. Effective Date of Coverage.** All insurance coverage shall become effective as follows:

¶101 a. For a full-time bargaining unit member employed in the first twenty (20) days of the month, insurance coverage will become effective on the first of the month following one (1) complete month of service.

¶102 b. For a full-time bargaining unit member employed after the 20th of the month, insurance coverage will become effective on the first of the month following two (2) complete months of service.

¶103 **8. Survivor’s Insurance.** The City will continue to allow eligible survivors of an active bargaining unit member or retiree to purchase group medical and dental

insurance coverage under the plan(s) provided for active bargaining unit members by pension deduction if available, otherwise by check, 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 eligible dependent children who were covered by the City's group insurance at the time of the bargaining unit member's or retiree's death and shall be available until the spouse dies, remarries, or attains age sixty-five (65). In the case of dependent children, this benefit shall be available until: (1) the child marries or attains the age of twenty-five (25) or (2) as required under the Connecticut State Law, whichever provides greater eligibility.

¶104 9. **Insurance Benefits for Retirees.**

Retirements Prior to July 1, 2007.

¶105 Full-time bargaining unit members who retire prior to July 1, 2007 shall be eligible for medical and dental insurance coverage to the extent provided for in the collective bargaining agreement controlling as of the date of his or her retirement.

Retirements On or After July 1, 2007.

¶106 *a. Members of the bargaining unit before June 9, 2008.* Full-time employees who were members of the bargaining unit before June 9, 2008 and who retire on or after July 1, 2007 shall be eligible for medical and dental insurance coverage to the extent provided below:

¶107 (i) For bargaining unit members who are in the Municipal Employees Retirement Fund and who have at least twenty-five (25) years of service and are at least fifty-five (55) years of age at the time of retirement, or who have twenty (20) or more years of service regardless of age if the bargaining unit member's initial date of hire is before July 1, 2003, the City shall provide the retiree with the option to purchase, through pension deduction, the medical and dental package in effect at their date of retirement, including any dependent insurance coverage. Effective for any retirements that occur on or after April 24, 2017 (issuance of the interest arbitration award in Case No. 2014-MBA-279), said retiree health and dental coverage shall be the same health and dental coverage that is offered to active employees as that coverage may change from time to time through negotiations.

¶108 If the retiree elects to purchase medical and dental coverage, the retiree shall pay one hundred percent (100%) of the cost of the medical and dental insurance package at the group rate in effect at that time for single, 2-person or family coverage, and the City shall contribute fifty dollars (\$50.00) per month toward the cost of such insurance until said retiree reaches age sixty-two (62). Thereafter, beginning the first of the month following the retiree's sixty-second birthday, the City shall pay the full cost of City medical insurance coverage (but not dental insurance) until the retiree reaches age sixty-five (65).

¶109 Bargaining unit members who are in the Municipal Employees Retirement Fund and who are at least fifty-five (55) years of age and have at least twenty-five (25) years of service at the time of retirement, or who have twenty (20) or more years of service regardless of age if the bargaining unit member's initial date of hire is before July 1,

2003, and who wish to withdraw from the City medical and dental insurance coverage available to them under this subparagraph (i), may re-enroll at any time thereafter up to age sixty-four (64) years and six (6) months in the City medical and dental insurance plan available at the date of re-enrollment provided the retiree submits evidence of insurability for themselves and any qualified dependent(s) and are found insurable by the insurance carriers.

¶110 Such retirees who re-enroll prior to age sixty-two (62) shall be required to pay one hundred percent (100%) of the cost of the medical and dental insurance package at the group rate in effect at that time for single, 2-person or family coverage from the date of re-enrollment to age sixty-two (62). At age sixty-two (62), the cost of the medical insurance plan (but not dental) will be paid by the City as provided above.

¶111 (ii) Bargaining unit members who do not meet the requirements referenced above in subparagraph (i), shall not be eligible for the fifty dollars (\$50.00) monthly payment as defined in subparagraph (i), above. However, such bargaining unit members shall be eligible to purchase retiree medical and dental insurance coverage at one hundred percent (100%) of the cost of the medical and dental insurance package at the group rate in effect at that time for single, 2- person or family coverage.

(iii) Retirees will only be eligible for the City's dental plan if the retiree and his or her eligible dependents are enrolled in one (1) of the City's medical insurance plans.

¶112 **ISSUE 20 (Retiree Health Insurance Coverage – At Age 65)**

¶113 b. *Members of the bargaining unit on or after June 9, 2008.* Bargaining unit members hired into the bargaining unit on or after June 9, 2008 shall not be eligible to receive or purchase any retiree medical or dental insurance coverage as provided in Section 3.4.

¶114 c. *Retiree Group Life Insurance.* Group Life Insurance for eligible retirees who have retired on or after July 1, 1988 and prior to June 9, 2008 will be nine thousand dollars (\$9,000). Group Life Insurance for eligible bargaining unit members who retire on or after June 9, 2008 will be twelve thousand dollars (\$12,000).

¶115 A retiree shall have the right to change the beneficiary designation for the Group Life Insurance benefits without penalty at any time.

¶116 10. **Alternative Medical and Dental Insurance Plans.** The City reserves the right to substitute alternative medical and dental insurance plans; provided, however, that any substitute plan will offer essentially the same level of benefits and services and provided further that it is not the City's intent to substitute a plan or plans which restrict the bargaining unit member's right to choose his or her provider of medical services.

¶117 11. **Day Care Physical Examinations.** When Day Care bargaining unit members are required to undergo a mandatory physical examination as required for State Certification, such mandatory physical examination will be provided as follows:

- ¶118 a. When practicable, the physical examination shall be scheduled and conducted during the bargaining unit member's regular work day; and
- ¶119 b. The maximum amount of paid City time allotted for the bargaining unit member's physical examination shall be two (2) hours; and
- ¶120 c. Such physical examinations may be provided through the City's occupational health provider or a medical provider of the bargaining unit member's own choosing. However, if such medical provider is outside of the City's insurance carrier network, the bargaining unit member shall be responsible for paying the full cost of the physical examination.
- ¶121 12. **Long-Term Disability.** Effective July 1, 1992, the City shall make available the same Long-Term Disability Plan currently applicable to non-bargaining unit employees, provided participating bargaining unit members: (a) pay the full cost of such coverage by payroll deduction, and (b) meet any individual and collective eligibility requirements imposed by the carrier.
- ¶122 13. **Health, Maintenance Organizations (HMO) Option.** The City and the Association agree that qualified HMOs may be offered to bargaining unit members and retirees on an individual option basis as such plans become available as an alternative to the medical insurance coverage set forth in Subsection 1. above or other substituted plan coverage that the City may choose. Bargaining unit members shall contribute toward the cost of any HMO coverage at the same level as for other medical insurance plans as set forth in Subsection 5. above. In addition, a bargaining unit member who enrolls in such a plan will pay, by payroll deduction, any and all costs for the selected HMO which are in excess of the allocation rates for the medical insurance coverage set forth in Subsection 1. above or such other substituted plan coverage that the City may choose. It is understood that present federal law requires the option be made available on an annual basis to all bargaining unit members.
- ¶123 14. **Dependent Care and Flexible Spending Accounts (FSA).** As soon as practicable after June 9, 2008, the City shall make available a pre-tax flexible medical spending account and a pre-tax dependent care account at no cost to the bargaining unit member.
- ¶124 15. **Re-enrollment.** The City shall have the right to hold a required re-enrollment for all bargaining unit members and their eligible dependents. At this time, all 2-person and family plan members shall be required to enroll in their choice of the available City medical and dental benefit plans and provide the appropriate documentation confirming eligibility pursuant to the Hartford Police Union Re-enrollment Memorandum of Understanding (see Appendix D). Any bargaining unit member who does not participate in the re-enrollment may not be eligible for continuation of medical and/or dental benefits for his or her eligible dependents until such time as the member re-enrolls. The City shall have the right to conduct a required re-enrollment not more than once every five (5) years.

Section 3.5 PENSION BENEFITS

- ¶125 The normal retirement benefits for bargaining unit members shall be the same as those for non-unit employees as described in Chapter XVII, Section 3(b) of the City Charter in effect as of June 30, 1979 except as follows:
- ¶126 Effective July 1, 1979, an employee may elect early retirement under the Municipal Employees Retirement Fund and will receive pension benefits reduced by two percent (2%) for each whole year of early retirement.
- ¶127 Effective July 1, 1983, a member of the bargaining unit with twenty-five (25) years of continuous service who is at least fifty-five (55) years of age may elect an early retirement in accordance with Chapter XVII of the City Charter and will receive an unreduced pension benefit. This provision applies only to employees who are in active service with the City immediately prior to the employee's retirement date.
- ¶128 Effective July 1, 1983, the City will credit to the employee's contributions to the pension fund three percent (3%) interest on such contributions in the fund on June 30, 1982 and each July 1st thereafter contributions and any interest paid as of the previous calendar year on June 30th will be credited with three percent (3%) interest. Once credited, the interest and the contributions are payable to the employee upon separation from City employment except that no such payment will be made to an employee granted a pension in accordance with Chapter XVII, Section 3 of the City Charter.
- ¶129 Effective July 1, 1987, an employee may purchase up to four (4) years of Military Service time for service in the Armed Forces of the United States for the 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 seven percent (7%) per annum payable on or before January 1, 1988 for those employed at the time this provision takes effect or within one (1) year of the start of employment for those hired after July 1, 1987.
- ¶130 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 that such employee shall have completed ten (10) years of continuous service or fifteen (15) years of active aggregate service with the City or shall be retired prior thereto, due to a disability incurred in the course of his or her employment.
- ¶131 Effective January 1, 1988, an employee with at least twenty-five (25) years of service and at least fifty-five (55) years of age, or an employee with at least ten (10) years of service and at least sixty (60) years of age will be eligible for a pension based on two percent (2%) of the employee's final average pay per whole year of service.
- ¶132 Effective January 1, 1988, an employee who is at least fifty-five (55) years of age and has at least ten (10) years of City service will be eligible to receive a pension based on the above formula reduced by four percent (4%) for each year the employee retires short of age sixty (60) with prorations for fractions of a year. Said reduction formula shall apply for the duration of the pension benefit.

- ¶133 Effective January 1, 1988, the employee contribution rate to the pension fund shall be four percent (4%) on the Social Security covered portion of earnings and seven percent (7%) on the excess.
- ¶134 Effective January 1, 1988, an employee's maximum pension under this Agreement is seventy percent (70%) of the gross final average pay.
- ¶135 Effective January 1, 1988, an employee who retires after July 1, 1986 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 two percent (2%) of the employee's final average pay per whole year of service.
- ¶136 Effective July 1, 1992:
- ¶137 (a) For purposes of the City Charter, Chapter XVII, Section 3, final average pay shall be based on the highest two (2) of the last five (5) years earnings.
- ¶138. (b) The employee contribution rate to the pension fund shall be five percent (5%) on the Social Security covered portion of earnings and eight percent (8%) on the excess.
- ¶139. (c) There shall be no minimum age requirement for a normal (unreduced) pension after twenty-five (25) years of City service.
- ¶140. (d) Upon IRS approval the City will implement a Section 414 (h)(2) plan for pension contributions.
- ¶141. The provisions of (a) and (c) above shall also apply to employees laid off on or after the date of signing of this Agreement but prior to July 1, 1992, provided they actually retire on or after July 1, 1992.
- ¶142. Effective December 1, 1998:
- ¶143. a. Current bargaining unit members actively employed, or on leave because of a workers' compensation injury, as of December 1, 1998, shall be eligible for normal retirement upon the completion of at least twenty (20) years of full-time continuous service regardless of his or her age. The normal retirement allowance for such bargaining unit members shall be based upon two and one-half percent (2.5%) of the employee's final average pay for each whole year of service to a maximum of seventy percent (70%) of final average pay. Final average pay is defined as the highest two (2) of the last (5) years of his or her gross earnings.
- ¶144. b. Current bargaining unit members hired into the bargaining unit before December 1, 1998 with at least ten (10) years of service and at least sixty (60) years of age will be eligible for a pension based on two and one-half percent (2.5%) of the employee's final average pay for each whole year of service. Current bargaining unit members hired into the bargaining unit before December 1, 1998 who are at least fifty-five (55) years of age and have at least ten (10) years of service will be eligible to receive a pension based on the above formula reduced by four percent (4%) for each year the

employee retires short of age sixty (60) with prorations for fractions of a year. Said reduction shall apply for the duration of the pension benefit.

¶145. c. Effective the first payroll period following the execution of the 1994-2001 Agreement, the contribution rate for all bargaining unit members to the pension fund shall be six percent (6%) on the Social Security covered portion of earnings and nine percent (9%) on the excess.

¶146. d. Current bargaining unit members as of December 1, 1998, who are eligible for retirement benefits as set forth in subsections a. and b. above may, upon retirement and prior to any sick pay formula reduction, use a portion of their 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 in whole years may be purchased from accumulated sick leave at the rate of twenty (20) days of accumulated sick leave for each whole year of pension service time. The additional retirement allowance will be calculated in accordance with subsection a. above, provided however, that bargaining unit members eligible for the sick leave “exchange” shall not exceed a maximum benefit of eighty percent (80%) of final average pay with this exchange of sick leave. Only through the use of sick leave exchange may an eligible employee’s maximum benefit be increased beyond the seventy percent (70%) maximum level. Such additional purchased service time shall not be used for establishing eligibility for retirement benefits as set forth in subsections a. and b. 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.

¶147. The ability to increase the maximum retirement benefit up to eighty percent (80%) through the use of sick leave exchange only applies to current bargaining unit members as of December 1, 1998 who retire on or before June 30, 2000.

¶148. e. Current bargaining unit members hired into the bargaining unit prior to December 1, 1998 and who retire on or after December 1, 1998 pursuant to the City Charter, Chapter XVII, Section 3(c), Mandatory Retirement, or 3(e) Retirement for Disability or are forced to retire for medical reasons shall receive a pension calculated on two and one-half percent (2.5%) of the employee’s final average pay per whole year of service.

¶149. f. Any employee hired into the bargaining unit after December 1, 1998, or who separated from City service prior to this date, shall have the pension formula and benefit levels in effect on July 1, 1994, as set forth above.

¶150. All bargaining unit members who were active employees on January 1, 2004, and whose initial date of hire with the City is before July 1, 2003 (“Pre-2003 HMEA bargaining unit members”), shall contribute seven and eight-tenths percent (7.8%) of their weekly salary to the pension fund. Effective the pay period immediately following April 24, 2017 (issuance of the interest arbitration award in Case No. 2014-MBA-279), all Pre-2003 HMEA bargaining unit members’ weekly salary contributions to the pension fund referenced above shall be eight and eight-tenths percent (8.8%). **ISSUE 21 (Pre-2003 Employee Pension**

Contributions – Upon Award Implementation)

¶151 **ISSUE 22 (Pre-2003 Employee Pension Contributions – FY2019-20)**

¶152 **ISSUE 23 (Pre-2003 Employee Pension Contributions – FY2020-21)**

¶153 Pre-2003 HMEA bargaining unit members, upon retirement, shall have his or her pension benefit calculated at the rate of two and three-quarters percent (2.75%) per each whole year of service. Bargaining unit members who were on the City payroll only as a result of receiving his or her vacation and/or sick leave cash outs, and were not physically performing work for the City as of January 1, 2004, are excluded from this provision. Any service credit obtained through the sick exchange program will be calculated at the rate of two and one-half percent (2.5%) per year. Employees rehired by the City, and whose period of absence is subsequently bridged by the City Council for pension purposes, shall be deemed to be employed by the City for purposes of this paragraph if the aggregate months of City service bring the employee’s seniority date to June 30, 2003 or earlier. See paragraph I. of Appendix F for an illustration of this paragraph’s provisions.

¶154 **ISSUE 24 (Pre-2003 Employees: Multiplier for Prospective Years of Service)**

¶155 **ISSUE 25 (Pre-2003 Employees: Early Retirement Eligibility)**

¶156 **ISSUE 26 (Pre-2003 Employees: Early Retirement Benefit)**

¶157 City employees hired before July 1, 2003, including employees of the Library or Board of Education, who have a current benefit calculation rate other than two and three-quarter percent (2.75%) and are promoted, transferred, or otherwise placed into a HMEA job classification and elect the Pre-2003 HMEA bargaining unit pension benefits shall contribute the same employee rate of contribution as Pre-2003 HMEA bargaining unit members as it may change through negotiations or arbitration, including any applicable interest, retroactive to January 1, 2004. All payment arrangements must be made with the Pension Administration Unit.

¶158 Bargaining unit members hired on or after July 1, 2003 (“Post-2003 HMEA bargaining unit members”), shall have a pension benefit in accordance with the provisions of subsection f. above, except that the minimum requirements for a normal, unreduced retirement benefit shall be age fifty-five (55) and twenty-five (25) years of City service, and as more fully set forth in paragraph II of Appendix F. Post-2003 HMEA bargaining unit members shall contribute to the pension fund five percent (5%) on the social security covered portion of their earnings and eight percent (8%) on the excess earnings. Effective the pay period after April 24, 2017 (issuance of the interest arbitration award in Case No. 2014-MBA-279), Post-2003 HMEA bargaining unit members shall contribute to the pension fund six percent (6%) on the social security covered portion of their biweekly salary and nine percent (9%) on the excess earnings. **ISSUE 27 (Post-2003 Employee Pension Benefit Contributions: Upon Implementation)**

¶159 **ISSUE 28 (Post-2003 Employee Pension Benefit Contributions - FY2019-20)**

¶160 **ISSUE 29 (Post-2003 Employees: Employee Pension Contributions - FY2020-21)**

¶161 **ISSUE 30 (Post-2003 Employees: Normal Retirement Eligibility)**

¶162 **ISSUE 31 (Post-2003 Employees: Early Retirement Eligibility)**

¶163 **ISSUE 32 (Post-2003 Employees: Early Retirement Benefit)**

¶164 For all bargaining unit members whose initial date of hire with the City is on or after April 24, 2017 (issuance of the interest arbitration award in Case No. 2014-MBA-279) (“Post-2017 HMEA bargaining unit members”), their pension benefits shall be as follows:

¶165 *a. Normal Retirement.* Post-2017 HMEA bargaining unit members shall be eligible for a normal retirement allowance upon attaining age fifty-five (55) and completing twenty-five (25) years of continuous full-time City service or upon attaining age sixty-two (62) and completing at least five (5) years of continuous service. The normal retirement allowance shall be based on one and three-quarters percent (1.75%) of final average pay for each whole year of service. A Post-2017 HMEA bargaining unit member that (i) has completed at least twenty-five (25) years of continuous full-time City service, (ii) has separated from City service; and (iii) has elected to leave his or her contributions in the fund shall be eligible for a normal retirement allowance upon attaining age fifty-five (55). **ISSUE 33 (Post-2017 Employees: Final Average Pay Calculation on Base Wages Only)**

¶166 **ISSUE 34 (Post-2017 Employees: Early Retirement Eligibility)**

¶167 **ISSUE 35 (Post-2017 Employees: Early Retirement Benefit)**

¶168 *c. Maximum Pension Allowance.* Post-2017 HMEA bargaining unit members shall be eligible for a maximum pension allowance of seventy percent (70%) of final average pay.

¶169 *d. Post-2017 HMEA Bargaining Unit Members' Contributions.* Post-2017 HMEA bargaining unit members shall contribute to the pension fund seven and one-half percent (7.5%) on the social security covered portion of earnings and ten and one-half percent (10.5%) on the excess earnings. **ISSUE 36 (Post 2017 Employee Pension Contribution - Upon Award Implementation)**

¶170 **ISSUE 37 (Post 2017 Employee Pension Contribution - FY2019-20)**

¶171 *Vesting.* Post-2017 HMEA bargaining unit members shall vest upon completion of five (5) years of continuous City service.

¶172 *Military Service.* Post 2017 HMEA bargaining unit members shall be allowed to purchase up to a maximum of four (4) years of military service time as defined in Connecticut General Statute Section 27-103 at the rate payable at the time of entry into City service with interest at the rate of seven percent (7%) per annum, payable within one (1) year of date of hire.

¶173 *Sick Leave Exchange Credit.* Post 2017 HMEA bargaining unit members are not eligible for

sick leave exchange credit.

- ¶174 Effective April 24, 2017 (issuance of the interest arbitration award in Case No. 2014-MBA-279), any employee promoted or demoted into the HMEA bargaining unit must work in the HMEA classification for a minimum of two (2) years before separation from City service or retirement in order to be eligible for the Pre-2003 or Post-2003 pension benefits.
- ¶175 If the employee does not work a minimum of two (2) years in the HMEA classification before separation or retirement, the employee will be eligible for the Post-2015 pension benefits as described above and in the Municipal Code.
- ¶176 Effective September 10, 2003 and in accordance with Section 2A-28(d) of the Municipal Code, a bargaining unit member's rights to and/or interests in any normal or early retirement allowance shall vest upon completion of five (5) years of continuous City service, regardless of age.
- ¶177 Payroll deductions for pension contributions shall be made pursuant to the provision of Section 414 of the Internal Revenue Code.
- ¶178 The normal retirement allowance or early retirement allowance, including any such allowance that includes sick exchange credit pursuant to City Code Sec. 2A-8(a)(3), for all bargaining unit members who retire on or after June 29, 2009, shall not exceed seventy-five percent (75%) of final average pay.
- ¶179 Notwithstanding anything to the contrary set forth in this Section, 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.
- ¶180 The City and the Union acknowledge that the City desires to re-codify the provisions of Chapter XVII of the City's Charter to delineate the terms and conditions of all of the pension benefits applicable to current employees of all employee groups in the City within the context of the Charter and, in so doing, to use, to the greatest extent possible, standardized language to describe the various benefits which apply to all such groups. The City and the Union shall diligently work with each other in good faith to assist the City in those efforts, it being understood, however, that any such efforts will not result in any substantive change in the type, level or amount of benefits which are provided to bargaining unit members under this Agreement. The City and the Union each agree to provide any comments it may have regarding any recommended provision(s) of the proposed recodification within thirty (30) days of submission of such recommended provision(s), to the City, and the Pension Commission or their designee.
- ¶181 It is not the intention of the City or HMEA to change any of the pension rights or benefits of bargaining unit members that existed before the effective date of the July 1, 2007 through June 30, 2011 Collective Bargaining Agreement between the City and HMEA.
- ¶182 Bargaining unit members who retire on or after April 24, 2017 (issuance of the interest arbitration award in Case No. 2014-MBA-279) will receive any accrued vacation leave and

any sick leave remaining after mandatory sick exchange in accordance with Sec. 2A-8(a)(3) of the Municipal Code, to which the bargaining unit member may be entitled, as a lump sum payment. Any vacation time lump sum payment shall not be used to increase the bargaining unit member's years of creditable service and any vacation and/or sick time lump sum payment shall not be included or utilized in any manner in determining or calculating the bargaining unit member's final average pay period, final average pay, and retirement allowance. The effective date of retirement shall be the day immediately following the bargaining unit member's last day of work. This Paragraph shall not apply to any bargaining unit member who is currently on vacation run-out as of April 24, 2017 (issuance of the interest arbitration award in Case No. 2014-MBA-279).

Section 3.6 RESIDENCY

¶183 There shall be no residency requirement for bargaining unit members for the duration of this Agreement.

Section 3.7 SHIFT DIFFERENTIAL

¶184 Bargaining unit members who are permanently assigned to a shift other than the regular day shift will receive a shift differential of five percent (5%) for the second shift and seven percent (7%) for the third shift. For the purposes of this Section, any shift which begins on or after 5:00 p.m. (3:00 p.m. for the Custodial Series) will be considered the second shift and any shift which begins on or after 12:00 midnight and ends on or before 9:00 a.m. will be considered the third shift.

¶185 Bargaining unit members in the job classification of Public Safety Communications Supervisor shall receive a shift differential of five percent (5%) for the second shift and seven percent (7%) for the third shift.

ARTICLE IV

HOURS OF WORK, OVERTIME AND FLEXIBLE SCHEDULE

Section 4.1 HOURS OF WORK

¶186 Except as provided for below and in Section 4.2, all bargaining unit members shall work forty (40) hours per week, Monday through Friday. The standard work day for employees working a forty (40) hour work week shall start at 8:00 a.m. and end at 5:00 p.m. with one (1) hour for lunch.

¶187 The shifts that may be worked by bargaining unit members who hold classifications in the Emergency Services and Telecommunications Department shall be as follows:

¶188 Notwithstanding the above, the City shall maintain its management right to determine whether to have each of the shifts. Additionally, a regular work schedule may include multiple shifts (e.g., a bargaining unit member whose regular work schedule is as a relief supervisor, he or she may work 6:30 a.m. to 2:30 p.m. on three (3) days and 2:30 p.m. to 10:30 p.m. on two (2) days).

¶189 A bargaining unit member may request, for good and sufficient reasons, a variance in his or her standard work schedule. Such shift exception may be on a permanent basis or for a fixed period of time, and can be used to change the start and/or end times of the standard work day or length of the standard lunch break as defined above. In order for a bargaining unit member to receive a shift exception, he or she must submit a written request to his or her department head and the Director of Human Resources and Labor Relations, and such request must be approved in writing by the department head, Director of Human Resources and Labor Relations and the Association.

Section 4.2 FLEXIBLE SCHEDULE

¶190 The standard work hours may be flexed by an eligible bargaining unit member under either one or both of the following conditions:

¶191 1. By occasionally flexing his or her standard work week schedule through the use of accumulated hours worked in excess of the standard work day or work week hours, provided that:

¶192 a. The accrual of such hours was within thirty (30) calendar days prior to the use of such hours per subsection b. below. No more than fifty (50) hours may be accumulated within any thirty (30) day period herein referenced.

¶193 b. The accrual and use of such hours is approved in advance by the bargaining unit member's immediate supervisor. Approval of the accrual and/or use of excess accumulated hours shall not be unreasonably denied. However, in consideration of overtime compensation included in certain HMEA pay grades, use may be denied when a bargaining unit member has two (2) or fewer accumulated work hours available for use per subparagraph (1)(a) above. It is anticipated and expected that a bargaining unit member will, when necessary, continue to work beyond his or her regular work day in the performance of work duties without the expectation of hour-for-hour time off under this flexible work week provision.

¶194 2. By occasionally flexing the start and/or end times of his or her standard work day, provided that:

¶195 a. The bargaining unit member works the required eight (8) hour work day, unless otherwise flexed under subparagraph (1) above; and

¶196 b. In the case of emergency services requiring immediate replacement in the Police or Fire departments, the bargaining unit member notifies his or her immediate supervisor of the change to his or her standard work day schedule at least one (1) hour in advance of such change; and

¶197 c. For employees other than as described in subparagraph (2)(b) above, when the bargaining unit member is seeking to flex his or her standard start time by more than one (1) hour past his or her standard start time, he or she makes every effort possible to notify his or her immediate supervisor of such change prior to the standard start time of the bargaining unit member, but no later than two (2) hours after the standard start time for

the member; and

¶198 d. The bargaining unit member has no previously scheduled meetings, events or pre-established deadlines that require his or her attendance during the flexed time; and

¶199 e. Such alterations do not establish a pattern or permanent shift exception; and

¶200 f. The notice required under subparagraphs (2)(b) and (2)(c) above may be satisfied by leaving a voicemail with or sending an email to the immediate supervisor by the deadline therein established and as in accordance with any established call-in procedures within the respective departments.

¶201 The occasional flexing of the bargaining unit member's standard work day under the provisions set forth in subparagraph (2) above does not require prior approval.

¶202 Notwithstanding the above, a bargaining unit member shall not work through his or her standard lunch break in order to alter or flex any standard work hours unless approved in advance by the bargaining unit member's immediate supervisor. Any alteration to the bargaining unit member's standard lunch break that is intended to be permanent or recurring for a certain period of time must be approved as a shift exception in accordance with Section 4.1 above.

¶203 For purposes of this Section, eligible bargaining unit members shall be defined as full-time bargaining unit members in a job classification that receives five percent (5%) in lieu of overtime.

Section 4.3 OVERTIME PAY

¶204 A bargaining unit member shall be compensated for overtime only when the overtime work is properly authorized by the Department Head or Appointing Authority.

1. Overtime Pay – General.

¶205 a. Bargaining unit members employed in the classifications listed in this Sub-Paragraph shall be paid overtime pay for hours worked above forty (40) in a work week. Such overtime pay shall be computed on the basis of one and one-half (1½) the bargaining unit member's regularly hourly rate of pay, except that such bargaining unit members shall receive double time for all work performed on City-recognized holiday.

- Administrative Clerk, Class Code 0071
- Supervising Account Clerk, Class Code 0303
- Supervising Cashier, Class Code 0332
- Radio Technician II, Class Code 4346
- Supervisor of Collections, Class Code 0304
- Benefits Assistant, Class Code 0069
- Supervisor of Records, Class Code 0305
- School Crossing Guard Supervisor, Class Code 5095

- Sidewalk Repair Section Leader, Class Code 4080
- Supervisor Recreation Specialist (Part-Time)

¶206

b. Except as provided otherwise in this Section, bargaining unit members employed in the classification series listed in this Sub-Paragraph shall be paid an additional five percent (5%) of the base rate of the classification on a continuing basis as additional compensation in lieu of overtime pay.

- Professional Series
- Data Processing Series
- Engineering Series (Assistant Traffic Engineer, Civil Engineer IV & Architect III)
- Recreation and Related Series
- Nursing and Medical Series
- Chief of Buildings and Trades, Class Code 5272

¶207

c. Except as provided otherwise in this Section, bargaining unit members employed in the classifications series listed in this Sub-Paragraph shall be paid an additional five percent (5%) of the base rate of the classification on a continuing basis as additional compensation in lieu of premium overtime pay and shall receive straight time for all hours worked above forty (40) hours in a work week, except that such bargaining unit members shall receive double time for all work performed on City-recognized holiday.

- Inspectional Series
- Custodial Series
- Equipment Operations Series (except those classifications listed in the Sub-Paragraphs below)
- Skilled Trades Series (except those classifications listed in the Sub-Paragraphs below)

¶208

d. Bargaining unit members who are employed in the classifications listed in this Sub- Paragraph are considered to be “Principal Supervisors” and shall be paid five percent (5%) in lieu of overtime and receive their straight time hourly rate of pay for all work performed beyond the normal work day or work week under the following conditions: (1) snow, ice and/or severe weather operations; (2) flood operation (when pumping only); (3) when supervising a full-staff operation on a holiday; or (4) on a weekend following a holiday or a weekend following a severe snow or other severe weather condition.

- Public Works Assistant Superintendent, Class Code 4086
- Superintendent of Solid Waste & Recycling, Class Code 4033**
- Assistant Superintendent of Parks, Class Code 6065*
- Superintendent of Streets, Class Code 4085**
- Assistant Superintendent of Streets, Class Code 4084*
- Public Works Superintendent, Class Code 4087
- Survey Supervisor, Class Code 2013
- Superintendent of Parks, Class Code 6080**
- Senior Project Manager, Class Code 2029

- Superintendent of City Buildings, Class Code 4245
- Equipment Superintendent, Class Code 4170**

**Classification to be eliminated through attrition and replaced with Public Works Assistant Superintendent.*

***Classification to be eliminated through attrition and replaced with Public Works Superintendent.*

¶209 Effective April 24, 2017 (issuance of the interest arbitration award in Case No. 2014-MBA-279), bargaining unit members employed in the above classifications of this Sub- Paragraph and who work in the Department of Public Works will be compensated on the basis of one and one-half (1½) the bargaining unit member’s regularly hourly rate of pay for all work performed beyond the normal work day or work week for snow, ice and/or severe weather operations.

¶210 e. Notwithstanding the above, bargaining unit members employed in the classifications listed in this Sub-Paragraph are paid five percent (5%) in lieu of overtime and shall receive their straight time hourly rate of pay for any work performed beyond the normal work day or work week.

- Assistant Building Maintenance Supervisor, Class Code 4243
- Auto Mechanic Section Leader, Class Code 4151
- Building Maintenance Section Leader, Class Code 1015
- Park Services Section Leader, Class Code 6022
- DPW Supervisor, Class Code 4008
- Sign Shop Section Leader, Class 4348
- Street Maintenance Section Leader, Class Code 4083
- Supply Room Section Leader, Class Code 4012
- Engineering Inspection Supervisor, Class 2021
- Public Works Section Leader, Class Code, Class Code 4014*

**Classification to be eliminated through attrition and replaced with DPW Supervisor.*

¶211 Effective April 24, 2017 (issuance of the interest arbitration award in Case No. 2014-MBA- 279), bargaining unit members employed in the above classifications of this Sub- Paragraph and who work in the Department of Public Works will be compensated on the basis of one and one-half (1½) the bargaining unit member’s regularly hourly rate of pay for all work performed beyond the normal work day or work week for snow, ice and/or severe weather operations.

¶212 f. Bargaining unit members employed in the classifications listed in this Sub-Paragraph are paid five percent (5%) in lieu of overtime and shall be eligible to receive time and one-half (1½) overtime payment for hours worked when recalled to work outside of their regular work hours for snow, ice and/or severe weather operations and for performing any of these duties only: (1) flood operations (when pumping only), (2) snow and/or ice removal operations or (3) any tree work resulting from any storms.

- Administrative Assistant, Class Code 0529

- Civil Engineer III, Class Code 2007
- Engineering Inspection Supervisor, Class Code 2012
- Survey Supervisor, Class Code 2013
- Principal Engineering Technician, Class Code 2004
- City Forester, Class Code 0521
- Automotive Mechanic Section Leader, Class Code 4151
- Project Leader, Class 0322
- Street Maintenance Section Leader, Class Code 4083
- Public Works Section Leader Class Code 4014*
- DPW Supervisor, Class Code 4008
- Sign Shop Section Leader, Class 4348
- Park Services Section Leader, Class Code 6022

**Classification to be eliminated through attrition and replaced with DPW Supervisor*

¶213 g. Bargaining unit members who are assigned to snow and ice removal operations and who are called in for work outside of their regularly scheduled working hours shall be paid a minimum of three (3) hours at the applicable overtime rate as set forth in the above paragraphs.

¶214 h. This Section supersedes all overtime references contained in the City of Hartford’s Personnel Rules & Regulations dated December 27, 1993 and any Memoranda dated before the approval date of the 2013-2017 contract.

2. Overtime in the Emergency Services & Telecommunications Department (“ES&T”).

¶215 Any time a shift is not fully staffed by a Public Safety Communication Supervisor who is assigned full-time to directly supervise the dispatchers in ES&T on a 24-7 basis (“HMEA Floor Supervisors”), the shift shall be offered as an overtime opportunity as follows: a. The HMEA Floor Supervisors shall sign up for overtime opportunities by Tuesday of the week preceding the commencement of the shift for the overtime opportunity. Sign-up sheets will be made available by the preceding Saturday. Failure to sign up for a shift shall constitute a refusal of the overtime opportunity.

¶216 b. Those HMEA Floor Supervisors who have signed up for a shift shall have the first opportunity to accept that particular full-shift overtime opportunity.

¶217 c. If none of the HMEA Floor Supervisors accept the full-shift overtime opportunity, the opportunity shall then be offered to the Public Safety Communication Supervisor(s) who are not Floor Supervisors (“HMEA Non-Floor Supervisors”).

¶218 d. If an overtime opportunity remains unfilled, the overtime opportunity shall be divided in to two (2) half shifts (generally four-hours in duration) and offered to the HMEA Floor Supervisors who signed up for the overtime opportunity, and thereafter to the HMEA Non-Floor Supervisors.

¶219 e. If the overtime opportunity has not been filled per the preceding subparagraphs,

the full or half-shift, overtime opportunity will be offered to the remaining HMEA ES&T Managerial Staff (“HMEA ES&T Managers”) (e.g., Project Manager, Senior Project Manager, etc.).

¶220 f. Separate overtime lists shall be maintained for the HMEA Floor Supervisors, the HMEA Non-Floor Supervisors, and the HMEA ES&T Managers, which shall be used for the distribution of the overtime opportunities.

¶221 g. Notice of an overtime opportunity will be provided to eligible HMEA members by both telephone and email at the number and email address provided by the member for this purpose. It shall be the responsibility of the HMEA member to notify of any changes. Notice of an overtime opportunity will be provided to HMEA members no less than twenty-four (24) hours before the beginning of the overtime opportunity, unless the opportunity is discovered within twenty-five (25) hours of the commencement of the shift, in which case notice shall be provided as soon as possible. HMEA members shall be given at least one (1) hour from the time of notification to respond to the overtime opportunity unless the opportunity arises within twenty-five (25) hours of the commencement of the overtime shift.

¶222 h. “Refusal” of an overtime opportunity shall be defined as follows:

- i. Rejection of the overtime opportunity;
- ii. Failing to respond to within one (1) hour of the notification of overtime opportunity; and/or
- iii. Accepting and then cancelling or not showing up for the overtime opportunity.

¶223 When a HMEA member refuses an overtime opportunity, his or her name shall go to the bottom of that particular list.

¶224 I. HMEA members must maintain a Communications Supervisor Certification in order to be eligible for overtime opportunities.

¶225 j. Overtime takes precedence over an open shift. HMEA members may not swap shifts to make themselves available for a more favorable overtime opportunity or preference for the open shift.

¶226 k. HMEA members who work a floor overtime shift shall be paid straight time for all hours worked above forty (40) hours in a week. If a HMEA member works an overtime floor shift on a City-recognized holiday, the HMEA member shall, in addition to holiday pay, have the option of being paid straight time for all hours worked or banking the hours to be used by the end of the fiscal year. Any accumulated but unused banked holidays will be forfeited at the end of the fiscal year. Requests to use banked holiday hours shall not be unreasonably denied.

3. Overtime for Reproduction/Graphic Manager.

- ¶227 a. Bargaining unit member(s) employed in the Reproduction/Graphic Manager classification, which receives five percent (5%) in lieu of overtime pay, will be eligible for straight time overtime for the hours worked above forty-two (42) hours per week.
- ¶228 b. Overtime eligibility will require prior approval of the overtime hours by the Appointing Authority; and
- ¶229 c. The pre-approved overtime hours will be for seasonal work only such as during budget and/or tax season and will be limited to a maximum of twenty (20) hours per week; and
- ¶230 d. Any compensated hours will not be eligible to be used as flex time.

4. Overtime for Inspector II Classification.

- ¶231 a. Effective April 24, 2017 (issuance of the interest arbitration award in Case No. 2014-MBA-279), bargaining unit members employed in the classification of Inspector II who are called back to work outside of their regular work hours (“call-out”) shall receive three (3) hours of overtime pay or overtime pay for the actual numbers of hours worked, whichever is greater, and provided such hours are not annexed consecutively to one end or the other of the bargaining unit member’s work day. Such overtime pay rate shall be computed on the basis of one and one-half (1½) times the bargaining unit member’s regular hourly rate of pay. Portal to portal travel shall be compensable under this Section. Any consecutive call-outs resulting in an absence from home for three (3) or less consecutive hours shall not generate a new three (3) hour minimum.
- ¶232 b. Bargaining unit members employed in the classification of Inspector II who are required to work on a City-recognized holiday shall be paid at the rate of two (2) times their regular hourly rate of pay, in addition to holiday pay.

**ARTICLE V
HOLIDAYS AND LEAVE**

Section 5.1 HOLIDAYS

¶233 The following holidays shall be recognized and observed as paid holidays for all full-time bargaining unit members:

- | | |
|------------------------|------------------|
| New Year’s Day | Independence Day |
| Martin Luther King Day | Labor Day |
| Lincoln’s Birthday | Columbus Day |
| Washington’s Birthday | Veterans Day |
| Good Friday | Thanksgiving Day |
| Memorial Day | Christmas Day |

¶234 Whenever the holidays listed above fall on a Sunday, the following Monday shall be

observed as the holiday; and whenever the holidays listed above fall on a Saturday, the preceding Friday shall be observed as the holiday.

¶235 If Lincoln’s Birthday and Washington’s Birthday are combined in a single holiday for all other employees of the City (excluding the Board of Education and emergency services) such consolidation shall apply to members of this bargaining unit as well.

¶236 HMEA bargaining unit members who work as a Floor Supervisor in the Emergency Services & Telecommunications Department who are required to work on a City-recognized holiday as a part of his or her regular work schedule shall, in addition to holiday pay, have the option of being paid straight time for all hours worked or banking the hours to be used by the end of the Fiscal Year. Requests to use banked holiday hours shall not be unreasonably denied.

Section 5.2 VACATION

¶237 Each permanent full-time bargaining unit member shall earn and accumulate vacation leave with pay during and after his or her probationary period in accordance with this Section.

¶238 Vacation leave shall be earned over a twelve (12) month period (July 1st through June 30th) and 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.

¶239 New employees who have served less than twelve (12) continuous months of City service shall earn vacation leave in accordance with the schedule provided below. New employees shall not be able to use vacation leave until they have completed six (6) months of continuous City service.

<u>Length of Service</u> <u>In Months</u>	<u>Vacation Leave Accumulation</u> <u>In Days</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

- ¶240 Each permanent full-time bargaining unit member appointed as a City employee on or before July 1st and who serves continuously with the City until the following June 30th shall earn three (3) weeks' paid vacation (1.25 days per month).
- ¶241 Bargaining unit members who have completed five (5) years of full-time employment as a City employee on July 1st and served continuously with the City for the previous twelve (12) months shall earn four (4) weeks paid vacation annually (1.66 days per month).
- ¶242 Bargaining unit members who have completed fifteen (15) years of full-time employment as a City employee on July 1st and served continuously with the City for the previous twelve (12) months shall earn five (5) weeks paid vacation annually (2.08 days per month).
ISSUE 38 (Eliminate Fifth Week of Vacation at 15 Years or More of Service)
- ¶243 For the purpose of computing vacation leave, the calendar month shall be used, except that a bargaining unit member appointed as a City employee during the first fifteen (15) days of any month shall be considered as having been appointed on the 1st day of that month, and those appointed after the 15th day of any month shall be considered as having been appointed on the 1st day of the succeeding month.
- ¶244 Vacation leave may be carried over from one (1) fiscal year to the next to a maximum accumulation of no more than eight (8) weeks. Any bargaining unit member with more than eight (8) weeks of accrued vacation leave on June 30th of each fiscal year shall forfeit any vacation days in excess of eight (8) weeks. For any bargaining unit member who has accumulated vacation leave in excess of eight (8) weeks as of the signing of this Agreement, he or she shall be required to use his or her excess vacation leave prior to June 30, 2012. If any accumulated vacation leave in excess of the allowable eight (8) weeks has not been used by such bargaining unit member by June 30, 2012, said excess accumulated vacation leave will be forfeited from the bargaining unit member's vacation leave balance and thereafter will be held to the allowable eight (8) week maximum vacation leave accrual.
- ¶245 Use of vacation leave shall be granted by mutual agreement between the bargaining unit member and the department head or designee; provided, however, that no department head or designee shall withhold the vacation leave of any bargaining unit member in excess of eighteen (18) months.
- ¶246 In computing vacation leave, legal holidays as established in Section 5.1 are not to be considered as part of vacation allowance.
- ¶247 In the event of the death of a bargaining unit member, his or her spouse and/or minor children shall receive the accrued vacation pay earned by the bargaining unit member. Where the bargaining unit member has no minor children and has notified the Human Resources Department that a valid certificate of domestic partnership is on file with the City of Hartford Town Clerk, the domestic or civil union partner shall receive the accrued vacation pay earned by the bargaining unit member. In the event the bargaining unit member has neither a spouse, minor children, nor a domestic or civil union partner, the accrued vacation pay shall be paid to the estate of the deceased bargaining unit member.

¶248 Bargaining unit members who are separated from the City and who have accrued vacation leave to their credit at the time of separation shall be paid the salary equivalent of the accrued vacation leave. **ISSUE 39 (Maximum Vacation Payout).** Vacation leave accrued during the fiscal year in which the bargaining unit member is separated will only be paid if the bargaining unit member is in good standing at the time of separation. Effective April 24, 2017 (issuance of the interest arbitration award in Case No. 2014-MBA-279), any vacation leave lump sum payment shall not be used to increase the bargaining unit member's years of creditable service and any vacation lump sum payment shall not be included or utilized in any manner in determining or calculating the bargaining unit member's final average pay period, final average pay, and retirement allowance. The effective date of separation shall be the day immediately following the bargaining unit member's last day of work.

Section 5.3 SICK LEAVE

¶249 1. **Sick Leave Accumulation.** Each permanent full-time bargaining unit member shall earn sick leave with pay during and after his or her probationary period according to the following schedule:

<u>Length of Service in Months</u>	<u>Sick Leave Accumulation in Days</u>
1	1¼
2	2½
3	3¾
4	5
5	6 ¼
6	7 ½
7	8 ¾
8	10
9	11 ¼
10	12 ½
11	13¾
12	15

¶254 Bargaining unit members appointed on or before July 1st and who serve continuously until the following June 30th shall earn three (3) weeks of paid sick leave in accordance with the above schedule. Sick leave is to be used only for the purposes contained in this Section. Any unauthorized use of sick leave shall be cause for disciplinary action.

¶255 **ISSUE 40 (Reduce Maximum Sick Leave Accumulation)**

¶256 2. **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 of 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:

- ¶257 a. The donating bargaining unit member shall have a minimum sick leave accumulation of thirty (30) days.
- ¶258 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.
- ¶259 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.
- ¶260 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.
- ¶261 **3. Advance of Sick Leave.** Sick leave advance may be granted by the department head with approval of the Director of Human Resources and Labor Relations. In requesting an advance of sick leave, the department head shall submit the following information to the Director of Human Resources and Labor Relations: the length of City service of the bargaining unit member; the sick leave record of the bargaining unit member; and a medical certificate which shall include the prognosis and the probable date when the bargaining unit member will return to work.
- ¶262 a. No advance of sick leave may be authorized unless the bargaining unit member exhausts all accrued leave. In no case shall advance sick leave exceed twenty (20) days at full pay.
- ¶263 b. Any advanced sick leave shall be repaid by a charge against such sick leave as the bargaining unit member may subsequently accrue. No repayment of advanced sick leave shall be required until the bargaining unit member has first accrued five (5) days of sick leave following the bargaining unit member's return to duty.
- ¶264 **4. Special Rules.** No refund of vacation leave 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.
- ¶265 **5. Use of Sick Leave.** Sick leave may be used for the following purposes:
- ¶266 a. Personal illness, maternity leave, physical incapacity, or noncompensable bodily injury or disease.
- ¶267 b. Enforced quarantine in accordance with community health regulations.
- ¶268 c. For a reasonable period of time as defined by the Director of Human Resources and Labor Relations only for illness or physical incapacity in the bargaining unit member's immediate family or others domiciled in the same household prior to illness for whom the bargaining unit member is responsible and the primary care giver. Immediate family is

defined for purposes of this provision to be father, mother, sister, brother, wife, husband, domestic or civil union partner or children related either by blood, marriage or adoption to the bargaining unit member.

¶269 d. 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 a bargaining unit member 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.

¶270 e. Death of relatives or friends, marriage in the immediate family, celebration of religious holidays and christenings, graduations and similar ceremonies, provided prior notification to the department head is submitted in writing giving full particulars in advance, subject to approval. A maximum of three (3) days a year under this provision shall be granted except that it may be increased in situations upon approval by the Director of Human Resources and Labor Relations.

¶271 f. Natural fathers who are primary care givers shall be allowed to use accumulated sick leave for a maximum of ten (10) calendar days, upon the birth of a child. If accumulated sick leave is exhausted prior to the ten (10) calendar days, the balance of the leave will be without pay, unless such time is extended by the Appointing Authority with the approval of the Director of Human Resources and Labor Relations.

¶272 Natural fathers wishing to take such leave must provide a copy of the birth certificate as proof of paternity. Leave will not be granted without the above documentation being provided prior to the start of leave.

¶273 g. Domestic or civil union partners who are primary care givers shall be allowed to use accumulated sick leave for a maximum of ten (10) calendar days upon the birth of a child. If accumulated sick leave is exhausted prior to the ten (10) calendar days, the balance of the sick leave shall be without pay. In no case will a domestic or civil union partner be eligible for both maternity and primary care leave. Domestic or civil union partners wishing to take such leave must provide a copy of the birth certificate and a copy of the domestic partnership or civil union certificate to the City of Hartford, Town Clerk, pursuant to Section 2-63 of the Municipal Code, as proof of the relationship to the birth of the child.

¶274 h. Bargaining unit members who are adoptive parents or the domestic or civil union partner of the adoptive parent shall be allowed to use accumulated sick leave for thirty (30) calendar days for adjustment in family living conditions. If accumulated sick leave is exhausted prior to the thirty (30) calendar days, the balance of the adoption leave will be without pay. Only the person primarily responsible for the child will be entitled to this leave.

¶275 Bargaining unit members wishing to take an adoption leave must present copies of legal adoption papers as proof of such adoption. In the case of a domestic or civil union partner, proof of a valid domestic partnership or civil union certificate must also be filed with the City of Hartford, Town Clerk, pursuant to Section 2-63 of the Municipal Code. Adoption leave will not be granted without this documentation.

¶276 **ISSUE 41 (Reduce # of Sick Days Used as Personal Days)**

¶277 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.

¶278 6. **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 Section. In the judgment of the department head or designee, proof of sick leave may include a doctor's certificate or other reasonable verification available to the bargaining unit member.

¶279 a. For absences of less than three (3) work days, proof of sick leave will not normally be required unless, in the judgment of the department head or designee, there is a question of authorized usage.

¶280 b. For absences of three (3) consecutive work days or more, a doctor's certificate will normally be required.

¶281 c. For absences exceeding five (5) work days, a doctor's certificate indicating the probable duration of the disability may be required, and additional certificates may be required for extended illnesses.

¶282 7. **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 by the bargaining unit member is made to his or her department head or designee within two (2) hours of his or her regularly scheduled start time on each day of absence. Nothing in this Subsection shall preclude the payment of sick leave to a bargaining unit member who cannot comply with the provisions of this Subsection due to extenuating circumstances (see Subsection 6 above).

¶283 8. **Payment of Sick Leave.** For all full-time bargaining unit members, the City will make payment for accumulated sick leave as follows:

¶284 a. Full payment of accumulated sick leave in case of death;

¶285 b. **ISSUE 42 (Sick Leave Payout for Current Employees, 10 Years or More)**

¶286 c. **ISSUE 43 (Sick Leave Payout for Current Employees, Less than 10 Years)**

¶287 **ISSUE 44 (Eliminate Sick Leave Payout for New Hires)**

Section 5.4 COMPENSATION FOR INJURIES AND DISEASE

¶288 Each bargaining unit member shall be compensated for any injury or occupational disease under the provisions of the Workers' Compensation Act of Connecticut.

¶289 Effective May 1, 1999, bargaining unit members shall be covered under the City's Managed Care Program, as approved by the State Workers' Compensation Commission.

¶290 The bargaining unit member is responsible for paying the bargaining unit member share of his or her medical and dental premiums and any other applicable payroll deductions while out on Workers' Compensation leave.

Section 5.6 MILITARY LEAVE

¶291 Military leave and benefits shall be provided in the following manner to each full-time employee who is a member of the uniformed services and who is called to active duty or who volunteers for duty.

¶292 If the employee's military pay is less than his or her base salary, the employee shall receive the difference between his or her base salary and his or her military salary for up to a total of one (1) year during the employee's employment with the City. Any existing health insurance coverage provided by the City shall continue for up to a total of one (1) year while such employee is on an approved military leave and the employee's contribution for such health insurance coverage shall continue as if the employee were not on military leave. The employee will receive pension credit for military leave of up to one (1) year and the employee's pension contribution shall continue to be withdrawn in the same manner as if the employee were not on military leave. For military leave beyond one (1) year, an employee may choose to receive pension credit for such leave. In order to receive such pension credit, the employee must pay into the pension fund, under the terms proscribed by the pension commission, such amounts as are equivalent to those which the employee would have contributed in the form of employee contributions had the employee not been on military leave for the period of unpaid military leave beyond one (1) year. If the employee elects not to repay the missed employee pension contributions while on unpaid military leave, the employee will not receive pension credit for his or her qualified military service beyond the one (1) year period.

¶293 **ISSUE 45 (Furlough Days)**

¶294 **ISSUE 46 (FMLA: Limit to Federal Standard)**

¶295 **ISSUE 47 (Personal Leave for Perfect Attendance)**

ARTICLE VI GENERAL PROVISIONS

Section 6.1 ASSOCIATION ACTIVITIES

¶296. Not more than three (3) Association representatives shall be granted leave from duty with full pay for all meetings between the City and the Association for the purpose of processing grievances at Step 3 or 4 when such meetings take place at any time during which such members are scheduled to be on duty.

¶297 The term Association representative as used in this Article includes the Association President.

- ¶298. Grievance meetings may be held during work time. The employee and Association representative attending grievance hearings during regular work hours shall be entitled to be absent from their regular positions with pay while actually attending such grievance hearings with thirty (30) minutes of preparation time.
- ¶299. An Association representative may utilize up to two (2) hours on City time with pay for the purpose of investigating and, if necessary, preparing a grievance for submission at Step 1 of the grievance procedure.
- ¶300. A written list of Association area representatives and other officers and representatives shall be furnished to the City immediately after their designation and the Association shall notify the City of any changes.
- ¶301. The internal business of the Association shall be conducted during the non-duty hours of the bargaining unit members involved.
- ¶302. Association officials may attend meetings during working hours without loss of pay when such meetings are requested or approved by the Director of Human Resources and Labor Relations.

Section 6.2 CLASSIFICATION PLAN

- ¶303. 1. **The Plan.** The City maintains a classification plan for the classification of positions in the bargaining unit. For the purposes of this Agreement, the classification plan shall be the one in effect on the effective date of this Agreement, except as modified by agreement of the City and the Association. The classification plan consists of class specifications, class relationship material and other related materials.
- ¶304. 2. **Modifications to the Plan.** When the City creates new class specifications or makes other than minor changes in existing class specifications for the purpose of normal maintenance of the classification plan, the City and the Association shall negotiate appropriate pay rates and pay ranges.
- ¶305. 3. **Acting Assignments.** Bargaining unit members assigned to a higher class for greater than a one (1) week period shall receive an increase in pay to the next full growth step. Assignment to a higher class means that a bargaining unit member has been assigned to a class with a higher pay rate either because of the absence of an employee who is classified in the higher class or because operating requirements present the need for such duties to be performed for a period of time. If such assignment continues past a seven (7) day calendar week, the employee shall receive the correct growth steps for the acting position and shall continue to receive pay increases in accordance with the pay plan for the acting position.
- ¶306. An acting assignment to a higher classification may be made in accordance with the City of Hartford Personnel Rules and Regulations in effect on December 27, 1993. Such an acting assignment may be made for up to a ninety (90)-day period, at which time it will be reviewed and may be extended for a maximum of one (1) additional ninety (90)-day

period.

¶307. 4. **Request for Change in Classification.** Requests for changes in classification, salary increases or title changes will be responded to in writing within six (6) 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 (1) year of the date of request.

¶308. 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.

Section 6.3 SENIORITY LIST

¶309. The City shall prepare a list of bargaining unit members, showing their seniority in length of service with the City and mailing addresses, and send it to the Association President within sixty (60) days of the signing of this Agreement, and on or about July 1 of each year thereafter for the duration of this Agreement. The Association shall provide the City with a copy of its mailing list on or about July 1 of each year.

¶310. The Association President, Executive Vice President, and thirteen (13) Area Representatives shall receive super-seniority rights in the event of lay-off. The Association will supply a list of the above named office holders to the City in February of each year. If the City adds, subtracts or changes work locations, the number of Area Representatives may be changed accordingly.

Section 6.4 BULLETIN BOARDS

¶311. The City will furnish and maintain five (5) bulletin boards in convenient places to be used by the Association. The Association 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 6.5 MILEAGE

¶312. The mileage allowance for authorized use of personal automobiles for City business will be the rate as established by the Internal Revenue Service.

Section 6.6 MEAL ALLOWANCE

¶313. Effective the 1st of the month which falls at least fifteen (15) days after June 9, 2008, bargaining unit members engaged in the supervision of employees engaged in snow and ice removal activities on an overtime basis shall receive a meal allowance on the following basis:

- ¶314. a. If a bargaining unit member works more than one (1) hour before his or her regular shift, he or she shall receive a meal allowance of five dollars (\$5.00). He or she shall also receive an additional meal allowance of five dollars (\$5.00) for each additional period of four (4) hours before his or her regular shift, but in no event shall he or she receive two (2) meal allowances for the first two (2) periods if he or she works less than eight (8) hours overtime.
- ¶315. b. If a bargaining unit member works more than two (2) hours beyond his or her regular shift, he or she shall receive a meal allowance of five dollars (\$5.00). He or she shall also receive an additional meal allowance of five dollars (\$5.00) for each additional period of four (4) hours after his or her regular shift, but in no event shall he or she receive two (2) meal allowances for the first two (2) periods if he or she works less than eight (8) hours overtime.

Section 6.7 PROBATIONARY PERIOD

- ¶316. There shall be a probationary period of at least three (3) months not to exceed six (6) months for those appointed from a reemployment list following a layoff.
- ¶317. Bargaining unit members whose reporting relationship is changed as a result of reorganization or other City action but whose job duties remain substantially unchanged shall not be required to serve a new probationary period as a result thereof.

Section 6.8 SAFETY SHOES

- ¶318. Bargaining unit members whose direct-report subordinates are provided with safety shoes by the City will be provided with one (1) pair of safety shoes in each fiscal year. Such eligible bargaining unit members shall have the option to purchase their safety shoes at a vendor of their choice and shall be reimbursed by the City provided the following conditions are met:
- ¶319. a. The safety shoes shall comply with ANSI Z41-1991, the “American National Standard for Personal Protection – Protective Footwear” and shall have the required "ANSI Z41.1" marking in the shoe; and
- ¶320. b. The maximum reimbursable amount per fiscal year per eligible bargaining unit member shall be eighty dollars (\$80.00), inclusive of state sales tax; and
- ¶321. c. Proof of purchase in the form of an original receipt shall be provided to the City by the eligible bargaining unit member prior to reimbursement; and
- ¶322. d. Reimbursement shall be made by the City to the bargaining unit member within sixty (60) days following submission of proof of purchase to the City.

Section 6.9 PERFORMANCE EVALUATION

- ¶323. Each bargaining unit member shall be evaluated annually, on the anniversary date of his or her hire date or date of promotion (if applicable), pursuant to the performance evaluation

form in Appendix E of this Agreement. The failure to complete the performance evaluation shall not preclude the bargaining unit member from receiving step increases to which the bargaining unit member is entitled on his or her anniversary date or his or her date of promotion, if applicable. The bargaining unit member may submit a response to the performance evaluation in writing. This response shall be retained with the bargaining unit member's performance evaluation.

Section 6.10 TUITION REIMBURSEMENT

- ¶324. In accordance with the Department of Human Resources' Tuition Reimbursement Program and provided funds are available, effective with the first full semester following the issuance of the interest arbitration award in Case No. 2014-MBA-279 and thereafter, a bargaining unit member must receive a Grade C or better in order to be eligible for the City's tuition reimbursement program. If the eligible course is pass or fail only, this requirement shall not apply.

ARTICLE VII LAYOFF PROCEDURES

Section 7.1 ORDER OF LAYOFF

- ¶325. When a layoff is necessary in a particular classification, layoff of permanent bargaining unit members 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 bargaining unit member 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. In the event of a layoff, officers of the Association shall have super-seniority in accordance with Section 6.3 above.

- ¶326. 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.

- ¶327. Eligibility for recall will commence upon reinstatement of such State or Federal funds.

Section 7.2 NOTICE OF LAYOFF

- ¶328. A department head shall give written notice to the Director of Human Resources and Labor Relations, the President of the Hartford Municipal Employees Association, and to the bargaining unit member concerned at his or her last known address, of any proposed layoff, at least three (3) weeks before the effective date of the layoff.

Section 7.3 RECALL FROM LAYOFF

- ¶329. On recall after layoff, the last bargaining unit member in the class laid off from the department involved shall be the first person recalled to the class within the department from which the bargaining unit member was laid off. No new person shall be hired into that class within the department until all affected full-time and probationary former bargaining unit members have been recalled. Former bargaining unit members on the recall list shall have recall rights for one (1) year from the date of layoff and only to the class within the department from which the former bargaining unit member was laid off; provided that the person is physically able to perform the duties of the job; and provided further that the person returns to the job within three (3) weeks after the City sends a notice of recall to the person at his or her last known address.
- ¶330. A bargaining unit member recalled to his or her position following a layoff will not be required to complete a new probationary period provided the bargaining unit member successfully completed the probationary period for the position held at the time of layoff.
- ¶331. If the vacancy to be filled is federally funded and former bargaining unit members 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 of Hartford Personnel Rules and Regulations in effect on December 27, 1993.

**ARTICLE VIII
COVENANTS**

Section 8.1 SAVING CLAUSE

- ¶332. 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 8.2 EFFECTIVE DATES

- ¶333. 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 8.3 DURATION

- ¶334. Unless otherwise expressly provided herein, this Agreement shall be in effect upon the implementation of the Arbitration Award in Case No. 2018-MBA-393 and shall continue in effect thereafter unless amended, modified or terminated in accordance with this Section through June 30, 2021. Either party wishing to amend, modify or terminate this Agreement must so advise the other party in writing no later than one hundred and fifty (150) days prior to the expiration of this Agreement and begin negotiations no later than one hundred and twenty (120) days prior to the expiration of this Agreement.

Section 8.4 ENTIRE AGREEMENT

- ¶335. 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.
- ¶336. This collective bargaining agreement was imposed by the Arbitration Award in SBMA Case No. 2018-MBA-393.

APPENDIX A⁷

⁷The rates of pay shall be updated based on the Arbitration Award in Case No. 2018-MBA-393.

APPENDIX B⁸

**Effective as of April 24, 2017 (issuance of the interest arbitration award in Case No. 2014-MBA-279)
City of Hartford HMEA, Open Access Plus #671-330**

Medical Benefits at a Glance

	In Network You pay:	Out-of-Network You pay:
Office Visit Copayment	\$25	Deductible & Coinsurance
Hospital Copayment	\$200	Deductible & Coinsurance
Emergency Room Copayment – <i>waived if admitted</i>	\$150	\$150
Outpatient Surgery Copayment	\$100	Deductible & Coinsurance
Annual Deductible (<i>individual/2-member family/3+ member family</i>)	Not applicable	\$250/\$500/\$500
Coinsurance Non-participating providers		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
Human Organ Transplant lifetime maximum	\$1,000,000	\$1,000,000

PREVENTIVE CARE

Well child care*- <i>birth to 35 months 3 years to 17</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</i>	No charge	
Hearing screening – <i>one exam 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</i>	\$25 Copayment	
Laboratory	No charge	
X-ray and Diagnostic Testing (prior authorization required for high cost diagnostic testing)	No charge	
Allergy Services <i>Office visits/testing Injections-Unlimited</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	
Rehabilitative services – <i>up to 60 days per person per calendar</i>	\$200 Copayment	
Private duty nursing - <i>outside hospital/covered as out of network – maximum per year \$15,000</i>	Not Covered	
Outpatient surgery – <i>in a hospital or surgi-center</i>	\$100 Copayment	

⁸Appendix B shall be updated to reflect the Arbitration Award in Case No. 2018-MBA-393.

APPENDIX B

Effective as of April 24, 2017 (issuance of the interest arbitration award in Case No. 2014-MBA-279)

City of Hartford HMEA

Open Access Plus #671-330

Medical Benefits at a Glance

EMERGENCY CARE

Walk-in centers	\$25 Copayment	Deductible &
Emergency care – <i>copayment waived if admitted</i>	\$150 Copayment	\$150
Urgent Care	\$30 Copayment	Not Covered
Ambulance – <i>Land and air are subject to state wide rate</i>	No charge	No charge

OTHER HEALTH CARE - *Prior authorization may be required*

Outpatient rehabilitative services <i>50 visit maximum for PT, OT, ST and Chiro. per year-excess covered as out of network PT and OT ST and</i>	No charge \$20 Copay	Deductible & Coinsurance
Prosthetic devices	No charge	
Durable medical equipment (including surgical stockings &	No charge	
Ostomy supplies (<i>\$1,000 per member per calendar year</i>)	No charge	
Orthoptic training	No charge	
Wigs (<i>covered with a diagnosis of cancer</i>)	No charge	

MENTAL HEALTH/SUBSTANCE ABUSE CARE

Inpatient	\$200 Copayment	Deductible &
Outpatient/office visits (prior authorization after the 40 th visit)	\$25 Copayment	

*** Schedule of health examinations:**

- 1 exam per month from birth through 6 months
- 1 exam every 2 months from 6 months through 11 months
- 1 exam every 3 months from 12 months through 23 months
- 1 exam every 6 months from 24 months through 35 months
- 1 exam annually from 3 through 17 years
- 1 exam every 3 years from 18 through 29 years
- 1 exam every 2 years from 30 through 49 years
- 1 exam annually from 50 years and older

Note: In situations where the member is responsible for obtaining the 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 Century Preferred 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; 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.

APPENDIX B

Your Personal Prescription Benefit Program Plan Option 8

Welcome to your new prescription benefit administered by CVS/caremark. Your prescription benefit is designed to bring you quality pharmacy care that will help you save money.

The information below is a brief summary of your prescription benefits as well as some frequently asked questions about the CVS/caremark prescription benefit program. CVS/caremark and City of Hartford are confident you will find value with your new prescription benefit program.

	CVS/caremark Retail Pharmacy Network For short-term medications (Up to a 30-day supply)	CVS Caremark Mail Service Pharmacy For long-term medications (Up to a 90-day supply)
Where	The CVS/caremark Retail Network includes more than 67,000 participating pharmacies nationwide, including independent pharmacies, chain pharmacies, and 7,400 CVS/pharmacy locations. To locate a CVS/caremark participating retail network pharmacy in your area, simply click on "Find a Pharmacy" at www.caremark.com or call a Customer Care representative toll-free at 1-877-461-0101.	Simply mail your original prescription and the mail service order form to CVS/caremark. Your medications will be sent directly to your home, office or a location of your choice.
Generic Medications Ask your doctor or other prescriber if there is a generic available, as these generally cost less.	\$5 for a generic prescription 20% for out of network pharmacies	\$10 for a generic prescription
Preferred Brand-Name Medications If a generic is not available or appropriate, ask your doctor or healthcare provider to prescribe from your plan's preferred drug list.	\$25 for a preferred brand-name prescription 20% for out of network pharmacies	\$50 for a preferred brand-name prescription
Non-Preferred Brand-Name Medications You will pay the most for medications not on your plan's preferred drug list.	\$35 for a non-preferred brand-name prescription 20% for out of network pharmacies	\$70 for a non-preferred brand-name prescription
Refill Limit	None	None
Maximum Out-of-Pocket	\$3,300 individual / \$6,600 family	
Web Services	Register at www.caremark.com to access tools that can help you save money and manage your prescription benefit. To register, have your Prescription Card ready.	
Customer Care	Visit www.caremark.com or call toll-free at 1-877-461-0101.	
Please Note: When a generic is available, but the pharmacy dispenses the brand-name medication for any reason other than doctor or other prescriber indicates "dispense as written," you will pay the difference between the brand-name medication and the generic plus the brand copayment. You can avoid paying a cost difference penalty on a brand-name drug by asking your prescriber to contact customer care and request prior authorization.		

Copayment, copay or coinsurance means the amount a plan participant is required to pay for a prescription in accordance with a Plan, which may be a deductible, a percentage of the prescription price, a fixed amount or other charge, with the balance, if any, paid by a Plan.

Your privacy is important to us. Our employees are trained regarding the appropriate way to handle your private health information.



NUBAAG

Mandatory 90-day Supply for Maintenance Medications. Effective April 24, 2017 (issuance of the interest arbitration award in Case No. 2014-MBA-279), all bargaining unit members and their dependents shall be required to get maintenance prescriptions as 90-day fills. The first 30-day fill of that maintenance medication may be made at any participating pharmacy. After that, two (2) choices will be available: Receive maintenance medication through the Caremark mail-order pharmacy, or fill the prescription at a pharmacy that participates in the State's Maintenance Drug Network as that network changes from time-to-time. A list of the current participating pharmacies and current maintenance medications are found on State Comptroller's website at www.osc.ct.gov.

APPENDIX C

City of Hartford HMEA Dental Benefits at a Glance

Full Dental Plan Riders A, B, C & D

The **Full Dental Plan** is designed to cover diagnostic, preventive and restorative procedures necessary for adequate dental health.

Covered services include:

- ◆ Oral Examinations
- ◆ Periapical and bitewing x-rays
- ◆ Topical fluoride applications for those under age 19
- ◆ Prophylaxis, including cleaning, scaling and polishing
- ◆ Repair of dentures
- ◆ *Palliative emergency treatment*
- ◆ Routine fillings consisting of silver amalgam and tooth color materials; including stainless steel crowns (primary teeth)*
- ◆ Simple extractions**
- ◆ Endodontics – including pulpotomy, direct pulp capping and root canal therapy (excluding restoration)

* Payment for an inlay, onlay or crown will equal the amount payable for a three-surface amalgam filling when the member is not covered by the Dental Amendatory Rider A.

** Payment for a surgical extraction or a hemisection with root removal will equal the amount payable for a simple extraction when the member is not covered by Dental Amendatory Rider A.

ACCESSING BENEFITS:

Participating Dentists Benefits.

When receiving care from one of over 1,800 Participating Dentists, the member simply presents an identification card showing dental coverage. The dentist bills us directly for all covered services.

For dental care provided by a participating Dentist, we pay the lesser of the dentist's usual charge or the Usual, Customary and Reasonable Charge as determined by us. The dentist accepts our reimbursement as full payment and may not bill the member for any additional charges.

Non-Participating Dentists Benefits.

For covered dental services provided by a Non-Participating Dentist, in or out of Connecticut, we pay an amount equal to the dentist's usual charge or the applicable allowance for the procedure, as determined by us. The member is responsible for any difference between the amount paid by us and the fee charged by the dentist.

This does not constitute your health plan or insurance policy. It is only a general description for the purposes of this Request for Proposal, of the Anthem Blue Cross & Blue Shield Full Dental Plan. Refer to your Master Group Policy or Description of Benefits, on file with your employer, for a complete listing of benefits, maximums, exclusions and limitations.

APPENDIX C

City of Hartford HMEA *Dental Benefits at a Glance*

Dental Amendatory Rider A Additional Basic Benefits

In addition to the services provided under your dental program, the following additional basic benefits are provided:

- ◆ Inlays (not part of bridge)
- ◆ Onlays (not part of bridge)
- ◆ Crown (not part of bridge)
- ◆ Space Maintainers
- ◆ Oral surgery consisting of fracture and dislocation treatment, diagnosis and treatment of cyst and abscess, surgical extractions and impaction
- ◆ Apicoectomy

The dental services listed above are subject to the following qualifications:

We will pay for individual crowns, inlays and onlays only when amalgam or synthetic fillings would not be satisfactory for the retention of the tooth, as determined by us.

We will not pay for a replacement provided less than five (5) years following a placement or replacement which was covered under this Rider. We will not pay for individual crowns, inlays or onlays placed to alter vertical dimension, for the purpose of precision attachment of dentures, or when they are spli

Participating Dentists Benefits

Anthem Blue Cross and Blue Shield will pay the lesser of 50% of the dentist's usual charge nted together for any reason.

ACCESSING BENEFITS:

or 50% percent of the Usual, Customary and Reasonable Charge, as determined by us, for the dental services described in this Rider. Dentists who participate in our dental programs agree to accept our allowance as full payment and may not bill the member for any additional charges except for the remaining coinsurance balance.

Non-Participating Dentists Benefits

In the event these services are rendered by a non-participating dentist, we will pay to the member the lesser of 50% of the dentist's charge or 50% of the applicable allowance for the procedure as determined by us. The member is responsible for any difference between the amount paid by us and the fee charged by the dentist.

This does not constitute your health plan or insurance policy. It is only a general description for the purposes of this Request for Proposal, of the Anthem Blue Cross and Blue Shield Dental Amendatory Rider A. Refer to your Master Group Policy or Description of Benefits, on file with your employer, for a complete listing of benefits, maximums, exclusions and limitations.

APPENDIX C

City of Hartford HMEA *Dental Benefits at a Glance*

Dental Amendatory Rider B **Prosthodontics**

The following prosthetic services are provided under Dental Amendatory Rider B:

- ◆ Dentures, full and partial
- ◆ Bridges, fixed and removable
- ◆ Addition of teeth to partial dentures to replace extracted teeth

The dental services listed above are subject to the following qualifications:

Anthem Blue Cross and Blue Shield will pay for standard procedures for prosthetic services as determined by us. For fixed bridges, we will pay for the replacement of missing teeth and for one tooth on either side or two teeth on one side of the replacement. We will not pay for a denture or bridge replacement which is provided less than five years following a placement or replacement which was covered under the contract. We also will not pay for crowns splinted together for any reason.

ACCESSING BENEFITS:

Participating Dentists Benefits

Anthem Blue Cross and Blue Shield will pay the lesser of 50% of the dentist's usual charge or 50% of the Usual, Customary and Reasonable Charge, as determined by us, for the dental services described in this Rider. Dentists who participate in our dental programs agree to accept our allowance as full payment and may not bill the member for any additional charges except for the remaining coinsurance balance.

Non-Participating Dentists Benefits

In the event these services are rendered by a non-participating dentist, we will pay to the member the lesser of 50% of the dentist's charge or 50% of the applicable allowance for the procedure as determined by us. The member is responsible for any difference between the amount paid by us and the fee charged by the dentist.

This does not constitute your health plan or insurance policy. It is only a general description for the purposes of this Request for Proposal, of the Anthem Blue Cross and Blue Shield Dental Amendatory Rider B. Refer to your Master Group Policy or Description of Benefits, on file with your employer, for a complete listing of benefits, maximums, exclusions and limitations.

APPENDIX C

City of Hartford HMEA Dental Benefits at a Glance

Dental Amendatory Rider C Periodontics

Periodontal services consisting of:

- ◆ Gingival curettage
- ◆ Gingivectomy and gingivoplasty
- ◆ Osseous surgery, including flap entry and closure
- ◆ Mucogingivoplastic surgery
- ◆ Management of acute infection and oral lesions

The maximum benefit we will provide for periodontal services per person per year is **\$500.00**

ACCESSING BENEFITS:

Participating Dentists Benefits

Anthem Blue Cross and Blue Shield will pay the lesser of 50% of the dentist's usual charge or 50% of the Usual, Customary and Reasonable Charge, as determined by us, for the dental services described in this Rider. Dentists who participate in our dental programs agree to accept our allowance as full payment and may not bill the member for any additional charges except for the remaining coinsurance balance.

Non-Participating Dentists Benefits

In the event these services are rendered by a non-participating dentist, we will pay to the member the lesser of 50% of the dentist's charge or 50% of the applicable allowance for the procedure as determined by us. The member is responsible for any difference between the amount paid by us and the fee charged by the dentist.

This does not constitute your health plan or insurance policy. It is only a general description for the purposes of this Request for Proposal, of the Anthem Blue Cross and Blue Shield Dental Amendatory Rider C. Refer to your Master Group Policy or Description of Benefits, on file with your employer, for a complete listing of benefits, maximums, exclusions and limitations.

APPENDIX C

City of Hartford HMEA *Dental Benefits at a Glance*

Dental Amendatory Rider D Orthodontics

The following orthodontic services are provided:

Handicapping malocclusion for a member under age 19, consisting of the installation of orthodontic appliances and orthodontic treatments concerned with the reduction or elimination of an existing malocclusion through the correction of malposed teeth.

The maximum amount for orthodontic services is **\$600.00 per member per lifetime.**

ACCESSING BENEFITS:

Participating Dentists Benefits

Anthem Blue Cross and Blue Shield will pay the lesser of 60% of the dentist's usual charge or 60% of the Usual, Customary and Reasonable Charge, as determined by us, for the dental services described in this Rider. Dentists who participate in our dental programs agree to accept our allowance as full payment and may not bill the member for any additional charges except for the remaining coinsurance.

Non-Participating Dentists Benefits

In the event these services are rendered by a non-participating dentist, we will pay to the member the lesser of 60% of the dentist's charge or 60% of the applicable allowance for the procedure as determined by us. The member is responsible for any difference between the amount paid by us and the fee charged by the dentist.

This does not constitute your health plan or insurance policy. It is only a general description for the purposes of this Request for Proposal, of the Anthem Blue Cross and Blue Shield Dental Amendatory Rider D. Refer to your Master Group Policy or Description of Benefits, on file with your employer, for a complete listing of benefits, maximums, exclusions and limitations.

APPENDIX D

**Hartford Police Union Re-Enrollment
Memorandum of Understanding**

Whereas, the City of Hartford initiated a re-enrollment process in order for Hartford Police Union members to continue dependent coverage;

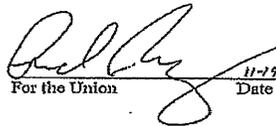
Whereas, the City and the Hartford Police Union (the Union) acknowledged this was a mandatory subject of bargaining that required negotiation between the parties.

Whereas, the parties have successfully negotiated a procedure under which Union members may be required to re-enroll for dependent medical/dental coverage.

NOW THEREFORE, the parties mutually agree as follows:

1. The City may send to members the revised notice, a copy of which is attached hereto as Exhibit A.
2. Whenever a Union member's dependent is rejected for coverage, said member shall be entitled to a right of appeal of that rejection pursuant to the following process:
 - a. First, the member will be given a reasonable opportunity to provide documentation or information necessary to substantiate the dependent's eligibility.
 - b. If the member fails to produce such documentation or information, the member will be given a notice of intention to either discontinue or deny coverage for the dependent. Said notice will provide a right to a hearing, upon reasonable notice, before a hearing officer selected by the City.
 - c. For members who elect to have such a hearing, existing coverage for the affected dependent will not be discontinued unless an adverse decision to the member is issued by the hearing officer.
However, if the member appealing the rejection of coverage fails to attend the scheduled hearing, the hearing officer may render a decision based solely on the information available to the hearing officer.
 - d. The Union member will have the right to appeal the decision by the hearing officer selected by the City through the grievance procedure contained in the Union Collective Bargaining Agreement.
 - e. This process does not abrogate a member's rights under the Connecticut General Statutes.


For the City 11-19-07
Date


For the Union 11-19-07
Date

**APPENDIX E
CITY OF HARTFORD/HMEA
MANAGEMENT AND SUPERVISORY PERFORMANCE EVALUATION FORM**

EMPLOYEE NAME: _____ **DIVISION:** _____

DEPARTMENT: _____

DEPARTMENT RESPONSIBILITY:

DIVISION RESPONSIBILITIES:

List the goals of your division/unit in the space labeled "Objectives." These are the factors that you will be evaluated against. In the space labeled "Standards," list the step/actions necessary in accomplishing the goal as listed. At the end of the each review period, the columns labeled "Actual Results" and "Hindrances to Achieving Results" should be completed. If a particular goal was not achieved, you must explain why.

Objectives	Standards	Actual Results	Hindrances to Achieving Results

**APPENDIX E
CITY OF HARTFORD/HMEA
MANAGEMENT AND SUPERVISORY PERFORMANCE EVALUATION**

EMPLOYEE NAME	EMP. NO.	DEPARTMENT
TITLE	DATE APPOINTED TO TITLE ____/____/____	DIVISION
PERIOD COVERED BY THIS EVALUATION ____/____/____ to ____/____/____	TYPE OF EVALUATION <input type="checkbox"/> Annual <input type="checkbox"/> Promotion <input type="checkbox"/> Exit <input type="checkbox"/> Other	

Please use the following information to evaluate the performance of each employee.

Box 1 = Superior Performance
 Box 2 = Above Standard Performance
 Box 3 = Standard Performance
 Box 4 = Below Standard Performance

INSTRUCTIONS: In terms of factors listed, please utilize the information provided to appraise the performance of each employee. For each set of items, select the group of words which best describes the performance of the employee. The employee's overall performance should be considered rather than evaluating on the basis of an isolated incident. Avoid allowing one factor of the employee's performance which may be good to influence another factor which should be improved upon, or one factor which is weak to influence another factor which is good. Please provide supporting evidence in high and low rating.

KNOWLEDGE OF JOB
Consider extent of employee's knowledge of current job. Does employee know what to do & why?

<input type="checkbox"/> Exceptional knowledge/information	<input type="checkbox"/> Knows what to do and how to do it with minimal supervision	<input type="checkbox"/> Sometimes handicapped by gaps in knowledge/information	<input type="checkbox"/> Requires help even on routine matters
--	---	---	--

Evidence/Example to support rating:

QUALITY OF WORK
Consider ability to produce work which is of high quality - neat & thorough, regardless of volume.

<input type="checkbox"/> Does complete and accurate job in all aspects	<input type="checkbox"/> Work is usually acceptable. Very few errors/omissions	<input type="checkbox"/> Moderate amount of work requires re-doing	<input type="checkbox"/> Errors/omissions serious and frequent
--	--	--	--

Evidence/Example to support rating:

QUANTITY OF WORK
Consider amount of work produced under normal conditions and extent to which employee meets expected deadlines

<input type="checkbox"/> Consistently turns out very large volume of work	<input type="checkbox"/> Turns out good volume of work	<input type="checkbox"/> Amount of work completed sometimes below average	<input type="checkbox"/> Amount of work is adequate
---	--	---	---

Evidence/Example to support rating:

RELATIONS WITH PUBLIC
Consider whether employee is courteous, sensitive to feelings and interest of public in general

<input type="checkbox"/> Always courteous and sensitive to the public	<input type="checkbox"/> Usually effective in relations with the public	<input type="checkbox"/> Occasionally tactless or uncooperative	<input type="checkbox"/> Ineffective or inconsiderate in dealing with the public
---	---	---	--

Evidence/Example to support rating:

**APPENDIX E - CITY OF HARTFORD/HMEA
MANAGEMENT AND SUPERVISORY PERFORMANCE EVALUATION
EVALUATION OF MANAGEMENT AND SUPERVISORY ABILITIES**

(Where Applicable)

INSTRUCTIONS: Consider employee's ability to obtain desired output and quality of work, and to reach department's objectives by use of supervisory techniques. Rate the employee's overall performance in each area listed below.

PLANNING AND ASSIGNING WORK

Consider how effectively employee plans and assigns work so that it can be performed quickly and efficiently

- | | | | |
|---|--|---|--|
| <input type="checkbox"/> Clearly defines & assigns work to obtain maximum results. Timely, thorough follow-up | <input type="checkbox"/> Occasionally experiences difficulty & requires assistance to meet deadlines | <input type="checkbox"/> Generally effective in planning, assigning and follow-up | <input type="checkbox"/> Lacks ability to plan and assign work |
|---|--|---|--|

Evidence/Example to support rating:

DELEGATING AUTHORITY AND RESPONSIBILITY

How well does employee effectively work through others delegating authority & responsibility to subordinates to perform significant duties?

- | | | | |
|--|--|---|---|
| <input type="checkbox"/> Makes maximum use of employees' capabilities in delegating authority & responsibility | <input type="checkbox"/> Generally entrusts authority and responsibility | <input type="checkbox"/> Delegates responsibility but sometimes withholds necessary authority | <input type="checkbox"/> Runs one-person show |
|--|--|---|---|

Evidence/Example to support rating:

STAFF DEVELOPMENT

Consider employee's ability & willingness to develop or increase skills of subordinates. Does employee train them for present duties? For increased responsibilities? Systematically evaluate and counsel them?

- | | | | |
|---|--|--|--|
| <input type="checkbox"/> Provides maximum opportunities to subordinates to enhance their skills | <input type="checkbox"/> Encourages & helps subordinates to improve performance in current job and develop potential | <input type="checkbox"/> Takes only limited interest in the training and development of subordinates | <input type="checkbox"/> Makes poor use of subordinates. Provides no help to their development |
|---|--|--|--|

Evidence/Example to support rating:

INTERPRETATION AND APPLICATION OF POLICY

Does employee know and understand organization policies, procedures & regulations and apply them properly?

- | | | | |
|--|--|---|---|
| <input type="checkbox"/> Always understands and applies properly | <input type="checkbox"/> Usually understands and applies policy properly | <input type="checkbox"/> Sometimes does not understand or apply policy properly | <input type="checkbox"/> Does not understand or apply policy properly |
|--|--|---|---|

Evidence/Example to support rating:

LEADERSHIP

Consider how successful employee is in guiding and motivating people to work together toward common objectives

- | | | | |
|--|--|---|--|
| <input type="checkbox"/> Consistently obtains above average performances from subordinates | <input type="checkbox"/> Generally motivates staff to satisfactory performance | <input type="checkbox"/> Does not consistently obtain satisfactory and timely performance from subordinates | <input type="checkbox"/> Lacks ability to motivate subordinates to timely and satisfactory performance |
|--|--|---|--|

Evidence/Example to support rating:

**APPENDIX E - CITY OF HARTFORD/HMEA
MANAGEMENT AND SUPERVISORY PERFORMANCE EVALUATION
EVALUATION OF MANAGEMENT AND SUPERVISORY ABILITIES
(Where Applicable)**

INSTRUCTIONS: Consider employee's ability to obtain desired output and quality of work, and to reach department's objectives by use of supervisory techniques. Rate the employee's overall performance in each area listed below.

COORDINATION/TEAM WORK

Consider whether employee coordinates work effectively with that of other operational units in organization

- | | | | |
|--|--|---|---|
| <input type="checkbox"/> Team worker. Always coordinates with other units of departments | <input type="checkbox"/> Usually coordinates work well with that of other operations | <input type="checkbox"/> Sometimes places importance of own work goals above organization | <input type="checkbox"/> Never coordinate with other operations |
|--|--|---|---|

Evidence/Example to support rating:

JUDGMENT

Consider ability to make decisions and to use resources to best advantage. Does employee know when to seek advice?

- | | | | |
|--|---|---|---|
| <input type="checkbox"/> Anticipates problems & independently takes appropriate action | <input type="checkbox"/> Generally knows what should be done and how to go about it | <input type="checkbox"/> Has some difficulty in making necessary & sound judgment | <input type="checkbox"/> Make frequent errors in judgment |
|--|---|---|---|

Evidence/Example to support rating:

ADAPTABILITY

Consider the speed with which employee learns and amount of training needed to teach new skills

- | | | | |
|---|---|--|---|
| <input type="checkbox"/> Immediately grasps new instructions/ideas & applies them to work | <input type="checkbox"/> Receptive to new instructions/ideas & applies them quite quickly | <input type="checkbox"/> Has some difficulty grasping new instructions/ideas without follow-up | <input type="checkbox"/> Very slow grasping new instructions/ideas even with constant supervision |
|---|---|--|---|

Evidence/Example to support rating:

RELIABILITY

Consider ability of employee to get work out, especially under pressure and to follow through to completion

- | | | | |
|--|---|--|---|
| <input type="checkbox"/> Handles even difficult problems with little or no supervision | <input type="checkbox"/> Fulfills commitments with normal supervision | <input type="checkbox"/> Occasionally fails to complete assignments. Needs direction | <input type="checkbox"/> Cannot be relied upon to carry out assignments without constant prodding |
|--|---|--|---|

Evidence/Example to support rating:

ATTENDANCE. Are employee's absences excessive? If yes, indicate the number of times absent in rating period and what action has been taken.

PUNCTUALITY. Is employee excessively late? If yes, indicate the number of times late in rating period and what action has been taken.

I. EVALUATION CHECKLIST

- a. Did you consider entire rating period?
- b. Did you consider every task?
- c. Did you determine the most important part of the job and give that greater consideration in evaluating the employee's performance?

II. SUMMARY RATING

In arriving at a summary rating do not merely add up or average the rating of individual factors. First determine which factors are of the greatest importance in performing the duties of the position. Give greater consideration to these factors in arriving at a summary rating. Use your ratings of the listed factors as a guide, but consider the overall performance of the employee in order to arrive at a summary rating.

- Outstanding Satisfactory Needs Improvement Below Standard

III. If Summary Rating is **Outstanding, Needs Improvement** or **Below Standard**, state reasons for such rating below. Be specific, provide dates & details wherever possible. In addition to commenting on evaluation factors, cite other factors as well (attach add'l sheets if needed).

APPENDIX F
Illustration of Pension Provision

- I. A Board of Education (Board) employee hired on May 29, 2001 subsequently gets promoted, transferred or otherwise placed into HMEA on August 1, 2004. It would not matter what the former benefit calculation rate for pension was at that time (2.0%, 2.25%, 2.5%, etc.). Since the employee was employed by the Board prior to July 1, 2003, the employee is entitled to have his or her pension benefit calculated at the rate of two and three-quarters percent (2.75%) per each whole year of service, provided, the employee pays the contribution differential as required in Article III, Section 3.5 of this Agreement. If the employee does not pay the contribution differential, the employee's pension benefit will be calculated as set forth in paragraph II below regardless of the employee's hire date. If the employee referenced above had been hired by the Board on July 15, 2003 and then transferred to the HMEA bargaining unit on August 1, 2004, the employee's pension benefits would be calculated as set forth in paragraph II. below.

- II. All new bargaining unit members hired, promoted or demoted into HMEA who have a hire date of July 1, 2003 or later, have a pension benefit in accordance with the provisions of Article III, section 3.5 subsection f. as follows:⁹

⁹The sub-sections of Section II of Appendix F shall be updated in accordance with the Arbitration Award in Case No. 2018-MBA-393.