

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**THE CITY OF HARTFORD**

**AND**

**CSEA-SEIU, LOCAL 2001 CTW (SCHOOL CROSSING GUARDS)**

**JULY 1, 2018 – JUNE 30, 2026**

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## **PREAMBLE**

The following Agreement between the City of Hartford, Connecticut, hereinafter referred to as “the City,” and the CSEA-SEIU, Local 2001 CTW (School Crossing Guards), hereinafter referred to as “the Union,” is recorded in written form to meet the requirements as set forth in the Municipal Employees Relations Act, Section 7-470 (c) of the Connecticut General Statutes. 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 Union and the City.

## **ARTICLE 1 RIGHTS AND RECOGNITION**

### **SECTION 1.1 RECOGNITION**

The City recognizes the Union as the sole and exclusive bargaining agent pursuant to certification granted by the Connecticut State Board of Labor Relations on March 19, 1980 (ME5577) for the purpose of collective bargaining on matters of rates of pay, wages, hours and other conditions of employment for all its employees in the bargaining unit. Particularly, effective October 14, 2014, the City recognizes CSEA SEIU Local 2001, CTW as the sole and exclusive bargaining agent.

The Union recognizes the Mayor and/or his or her designated representative or representatives as the sole representative of the City of Hartford for purposes of collective bargaining. The Union further agrees to bargain in good faith with the Mayor on all matters relating to wages, hours and other conditions of employment.

### **SECTION 1.2 MANAGEMENT RIGHTS**

Except as otherwise abridged or modified by any provision of this Agreement, it is the right of the City, acting through its departments and agencies, to determine the standards of service to be offered by its departments and agencies; determine the standard 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; maintain the efficiency of government operations; determine the methods, means and personnel by which the City’s operations are to be conducted; determine the content of job classifications; 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 proceeding except as specifically provided for in this Agreement.

**Subcontracting.** Effective December 11, 2023 (approval date of the 2018-2026 Agreement), the City shall have the right to subcontract out to fill vacant posts in lieu of using Police Officers.

**SECTION 1.3 UNION ACTIVITIES**

Four (4) representatives of the School Crossing Guard's Union may attend two (2) scheduled meetings per year without loss of pay for the purpose of negotiating a memorandum of understanding.

The internal business of the Union shall be conducted during the non-duty hours of the employee(s) involved.

**SECTION 1.4 DUES CHECK OFF/AGENCY SHOP**

The City agrees to deduct from the pay of all School Crossing Guards, who authorize such deductions from their wages in writing, such dues or service charges as specified by the School Crossing Guard's Union.

The Union agrees to indemnify and hold harmless the City of any loss or damage arising from the operation of this provision. It is also agreed that neither any employee nor the Union shall have any claim against the City for any such deductions made or not made, as the case may be, unless a claim of error is made in writing to the City within thirty (30) 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 the delivery of the deductions so made to the person authorized by the Union to receive such amounts from the City.

The deduction for each and any month shall be made during the first payroll period of said month and shall be remitted to the Union in the form of a check together with an alphabetized list of names of employees from whose wages such deductions have been made, as soon as practicable.

Effective January 1, 1994, all present employees must either retain their membership for the duration of this Agreement to the extent of paying the monthly dues uniformly required of all members as a condition of continued employment and all new employees must become and remain members of the Union for the duration of this Agreement to the extent of paying an initiation fee and the monthly dues uniformly required of all members as a condition of continued employment, or all present employees must for the duration of this Agreement pay the equivalent of monthly dues in the form of a service charge to the Union as a condition of continued employment and all new employees must pay the equivalent of the initiation fee and monthly dues for the duration of this Agreement as a condition of continued employment within thirty (30) days of their entry into a bargaining unit class.

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

**ARTICLE 2  
PERSONNEL, WAGES AND BENEFITS**

**SECTION 2.1 FEDERAL, STATE AND LOCAL LAWS**

The City and the Union shall recognize and adhere to all provisions of Federal, State and City laws and ordinances.

**SECTION 2.2 WAGES**

**A. General Wage Increases.** The daily wage rates for bargaining unit members for the term of this Agreement will be as provided below:

There will be no general wage increases for the period of July 1, 2018 through the approval of the 2023 Tentative Agreement. The daily rates will be as follows:

**Bargaining Unit Members Hired Before April 22, 2013:**

Base	½ Year	1 <sup>st</sup> Year	2 <sup>nd</sup> Year
\$41.11	\$43.17	\$45.22	\$49.76

**Bargaining Unit Members Hired On or After April 22, 2013:**

Base	1 <sup>st</sup> Year	2 <sup>nd</sup> Year	3 <sup>rd</sup> Year	4 <sup>th</sup> Year
\$34.27	\$35.98	\$37.70	\$39.41	\$41.12

Effective December 17, 2023 (the pay period following approval of the 2018-2026 Agreement), there will be one salary table for all bargaining unit members as outlined in the salary table below. Pre-2013 bargaining unit members will be placed on the “1<sup>st</sup> Year” Step of the new salary table, and Post-2013 bargaining unit members will be placed on the “Base” Step of the new salary table and will move to “1<sup>st</sup> Year” Step in one (1) year in accordance with Paragraph B below.

Effective July 7, 2024, the daily rates in effect as of July 6, 2024 will be increased by two percent (2%) as provided in the table below.

Effective July 6, 2025, the daily rates in effect as of July 5, 2025 will be increased by two percent (2%) as provided in the table below.

Effective Date	% Incr	Base	1 <sup>st</sup> Year
December 17, 2023 (the pay period following approval of the 2018-2026 Agreement)	N/A	\$50.00	\$52.50
July 7, 2024	2.0%	\$51.00	\$53.55
July 6, 2025	2.0%	\$52.02	\$54.62

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

Effective December 17, 2023 (the pay period following approval of the 2018-2026 Agreement), bargaining unit members who work more than two shifts will receive half (0.5) of their daily rate of pay for each additional shift worked outside of their regularly scheduled shift.

**B. Wage Increments.** Wage increments recognizing normal growth within the established wage ranges shall be as provided for in this Section during the month in which the anniversary date of appointment of the bargaining unit member to the classification occurs. Bargaining unit members appointed on or before the fifteenth (15<sup>th</sup>) of the month and who have displayed normal expected growth shall be paid approved growth increments effective the first Sunday of said month. Bargaining unit members appointed after the fifteenth (15<sup>th</sup>) of the month shall receive his or her approved growth increment on the first Sunday of the following month. Bargaining unit members shall be granted growth increments unless the Appointing Authority certifies that the bargaining unit member has not demonstrated the growth normally expected for an employee in the classification. Growth increments shall not be provided more often than indicated in this Section.

**C. Lump Sum Payment.**

*Bargaining Unit Members hired before June 30, 2023.* Bargaining unit members who were hired in the classification of School Crossing Guard before June 30, 2023 will receive a one time lump sum payment of seven hundred and fifty dollars (\$750) payable within thirty (30) days of the final approval of this Tentative Agreement.

*Bargaining Unit Members hired on or after June 30, 2023.* Bargaining unit members who were hired in the classification of School Crossing Guard on or after June 30, 2023 will not be eligible for this one time lump sum payment.

**SECTION 2.3 BI-WEEKLY SCHEDULE**

All bargaining unit members shall be paid on a bi-weekly schedule. Unless specifically referenced otherwise in this Agreement, all deductions, including deductions for medical and prescription insurance, will be done on a bi-weekly basis as well. Deductions for dental insurance will continue to be made on a monthly basis until further notice.

**SECTION 2.4 INSURANCE AND BENEFITS**

It is understood and agreed that School Crossing Guards are entitled to the insurances and benefits as provided for in this Section.

**A. Medical and Dental Insurance.** Effective through June 30, 2024, the City will provide medical benefits and coverage, including prescription drugs, for each bargaining unit member and his or her eligible enrolled dependents as outlined in the 2015-2018 Collective Bargaining Agreement.

Effective July 1, 2024, the City will provide medical benefits and coverage, including prescription drugs, for each bargaining unit member and his or her eligible enrolled dependents as outlined in Appendix A. Bargaining unit members and their eligible enrolled dependents also will be provided with basic only dental coverage.

For bargaining unit members hired on or after April 22, 2013, the City will provide medical benefits, including prescription drugs, and dental benefits for the bargaining unit member only.

For new employees, insurance coverage shall become effective no sooner than ninety (90) days after his or her date of employment.

Bargaining unit members who did not work a minimum of three hundred and fifty (350) shifts during the previous fiscal year (July 1 - June 30) shall not be eligible for medical insurance benefits during the following fiscal year. This provision shall not apply to bargaining unit members who did not work a minimum of three hundred and fifty (350) shifts during the previous fiscal year due to a serious, continuous and protracted illness.

The City also agrees to notify the School Crossing Guards of all insurance changes affecting them and provide the required brochures and forms to make applications for such changes.

#### **B. Employee Contributions.**

Effective July 1, 2014, bargaining unit members' contributions for medical, prescription and dental insurance coverage shall be nine percent (9%) of the carrier's determined rates in effect in July of that fiscal year for his or her health insurance plan. Such bargaining unit member contributions shall be deducted from employee wages and paid toward the cost of such insurance.

Effective July 1, 2024, bargaining unit members' contributions for medical, prescription and dental insurance coverage shall be ten percent (10%) of the carrier's determined rates in effect in July of that fiscal year for his or her health insurance plan. Such bargaining unit member contributions shall be deducted from employee wages and paid toward the cost of such insurance.

Bargaining unit member contributions will be paid by the bargaining unit member over a ten (10) month period (September through June) for twelve (12) months of insurance coverage. The same ten (10) month deduction period shall apply to bargaining unit members enrolled in any HMO health insurance plan.

**C. Alternative Medical, Prescription Drugs and Dental Insurance Plans.** The City reserves the right to substitute alternative plans to the medical, prescription drugs and dental insurance plans indicated in this Section, provided that any substitute plan will offer a substantially comparable level of benefit to those medical, prescription drugs and dental plans



currently provided by the City. The City will give the Union a copy of any proposed substitute plan and will meet with the Union Executive Board before implementing any substitute plan.

**D. Health Insurance Benefits for Retirees.** Bargaining unit members hired before April 22, 2013 will have the option to purchase medical and dental insurance coverage from the City at retirement, at the rate of 100% of the City's cost. Bargaining unit members hired on or after April 22, 2013 will have the option to purchase medical and dental coverage at retirement for the employee only, at the rate of 100% of the City's cost. The City will not provide health insurance to any bargaining unit member once he/she attains the age of sixty-five (65).

**E. Group Life Insurance.** Active bargaining unit members will receive Group Life and Accidental Death and Dismemberment insurance at one and one-half (1½) times the bargaining unit member's current salary up to a maximum of fifty thousand dollars (\$50,000). The City will pay for the cost of such group life insurance for eligible bargaining unit members.

**F. Workers' Compensation.** Each employee in the bargaining unit shall be compensated for any injury or occupational disease under the provisions of the Workers' Compensation Act of Connecticut. Employees who are covered by Workers' Compensation for injuries or disease shall only be entitled to statutory Workers' Compensation payments.

Effective October 1, 1998, such coverage shall be administered under a Managed Care Workers' Compensation Program. While out on Workers' Compensation leave, bargaining unit members are responsible for paying their employee cost share for medical and dental insurance, as defined above.

**G. Other Benefits.** The School Crossing Guards also shall be entitled to benefits provided under the Personnel Rules and Regulations and existing ordinances and such benefits shall continue to be provided in accordance with existing practice.

## **SECTION 2.5 HMO OPTION**

The City and the Union agree that qualified Health Maintenance Organizations (HMO) may be offered to bargaining unit members on an individual option basis as such plans become available as an alternative to the benefits and coverage as provided for in this Agreement.

The parties agree that any bargaining unit member who enrolls in such a plan will pay through payroll deduction any and all cost for the chosen HMO which is in excess of the rates paid by the City for the benefits and coverage as provided for in this Agreement.

**SECTION 2.6 HOLIDAYS**

The School Crossing Guards will be entitled to ten (10) paid holidays during the school year in accordance with the provisions provided below. The holidays are:

Good Friday	Christmas Day
Memorial Day	New Year's Day
Veterans' Day	Martin Luther King Day
Columbus Day	Lincoln's Birthday
Thanksgiving Day	George Washington's Birthday

When Schools are closed on these holidays, the School Crossing Guards will receive a regular day's pay. When the schools are open and the School Crossing Guards are required to work, they will receive a regular day's pay and a day of compensatory time to be paid at a later date. Any such compensatory days earned prior to the mid-winter vacation period will be paid during such period. Any such days earned after the mid-winter vacation period will be paid at the end of the school year.

A School Crossing Guard may elect to receive a regular day's pay in lieu of the compensatory day for work on a holiday. Each School Crossing Guard annually, in advance of the fiscal year, will elect whether to receive pay or compensatory time off for any holiday on which he or she must work.

In addition to the holidays listed above, effective July 1, 1983 the following will apply:

- a. If, during the term of this Agreement, school begins before Labor Day, then that day will be a paid holiday for the year.
- b. Effective July 1, 1987, those School Crossing Guards scheduled to work the last scheduled work day before and the first scheduled work day after July 4, will receive holiday pay for July 4. This holiday pay provision only applies to those employees who work during the summer.

**SECTION 2.7 INCLEMENT WEATHER**

School Crossing Guards will be entitled to pay for days that City employees are relieved from duty because of inclement weather. If schools are closed on such days and the School Crossing Guards do not work, they will receive a regular day's pay for such day. If the schools are open and the School Crossing Guards are required to work, they will receive a regular day's pay and a day of compensatory time which will be paid at the end of the school year. The Police Department will notify the President of the School Crossing Guards of a school closing due to weather conditions as soon as possible after the Police Department is informed of such closing.

**SECTION 2.8 VACATION**

It is understood that School Crossing Guards who work a full ten (10) month period during the fiscal year will accumulate vacation leave for such period as follows: ten (10) days after one year of service, fifteen (15) days after five (5) years of service, and twenty (20) days after fifteen (15) years of service. Each vacation day constitutes four (4) hours of pay. Any vacation leave earned and not used by the bargaining unit member during the school year will be paid after the completion of the school year.

It is also understood that vacation normally will not be taken during the school year, but may be taken during such period if approved in advance by the Department.

**SECTION 2.9 SICK LEAVE**

A. Each bargaining unit member shall earn sick leave with pay during his or her first year of service in accordance with the following schedule:

Length of Service In Months	Days of Sick Leave
1	1½
2	3
3	4 ½
4	6
5	7½
6	9
7	10½
8	12
9	13½
10	15
11	15
12	15

Thereafter, bargaining unit members shall earn one and one-half (1½) days of sick leave for each month of active service to a maximum of fifteen (15) days per school year.

Notwithstanding anything herein to the contrary, effective Fiscal Year 2024-2025, bargaining unit members shall earn one (1) day of sick leave for each month of active service to a maximum of ten (10) days per school year.

Effective Fiscal Year 2025-2026, bargaining unit members shall earn three-quarters (.75) of a day to a maximum of seven and one-half (7.5) days per school year.

Effective June 30, 2026 and thereafter, bargaining unit members shall earn half (.5) a day per month to a maximum of five (5) days per school year.

Any unused portion of sick leave shall accumulate, from fiscal year to fiscal year, to a total of one hundred twenty (120) days. Notwithstanding anything herein to the

contrary, effective Fiscal Year 2024-2025 and thereafter, any unused portion of sick leave shall accumulate, from fiscal year to fiscal year, to a total of eighty (80) days. Bargaining unit members who have more than eighty (80) days of accumulated sick leave as of December 17, 2023 (date of the final approval of the 2018-2026 Agreement) may keep their current sick leave balance, but they may not accrue additional sick leave until or unless their sick leave balance decreases below the eighty (80) day maximum and thereafter may not accumulate in excess of the eighty (80) day maximum.

**B. Sick leave is to be used for the purposes provided below. Any unauthorized sick leave shall be cause for disciplinary action.**

- a. Personal illness, physical incapacity, or non-compensable bodily injury or disease.
- b. Enforced quarantine in accordance with community health regulations.
- c. For reasonable periods of time as defined by the Director of Human Resources only for illness or physical incapacity in the employee's immediate family or others domiciled in the same household prior to illness for whom one is responsible and the primary care giver. Immediate family is defined for purposes of this provision to be father, mother, sister, brother, wife, husband or children related either by blood, marriage or adoption to the employee.
- d. To meet medical and dental appointments of emergency nature. In addition, sick leave may also be granted for a limited time for normal medical and dental appointments when an employee has made reasonable efforts to secure appointments outside of normal working hours, provided that the Department Head is notified in advance of the day on which the absence occurs.
- e. Death of relatives or friends, marriage in the immediate family, celebration of religious holidays and christenings, graduations and similar ceremonies, where there is a clear family obligation to attend provided prior notification to the department head is submitted in writing giving full particulars in advance, subject to approval either before or after the absence. A maximum of three (3) days a year under this provision shall be granted except that it may be increased in situations beyond the employee's control upon approval by the Director of Human Resources and Labor Relations.
- f. Natural fathers who are primary care givers shall be allowed to use accumulated sick leave for a maximum of thirty (30) calendar days. If accumulated sick leave is exhausted prior to the thirty (30) calendar days, the balance of the leave will be without pay.

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

- g. Up to three (3) sick days per year may be used for any purpose not otherwise provided above subject to the same notification requirements as set forth in Paragraph e. above.
- h. Employees who are adoptive parents 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.

Employees wishing to take an adoption leave must present copies of legal adoption papers as proof of such adoption. Adoption leave will not be granted without the above documentation.

**C. Bargaining unit members shall phone in to report their absence directly to their immediate supervisor.**

Sick leave shall be granted only if the initial report of illness or non-work-related injury or disease is made no later than one (1) hour immediately before the bargaining unit member's scheduled starting time on the first day of absence. At the time of the initial report of absence, the bargaining unit member shall provide the date he or she anticipates returning to work. If the bargaining unit member does not know the date of his or her return at the time of initial report, he or she shall advise the supervisor of his or her status no later than one (1) hour before the bargaining unit member's scheduled starting time of each subsequent day of absence until such time that he or she knows and advises the supervisor of the date he or she may return to work. The Department Head, or his or her designee, may waive the notice requirement of this paragraph due to extenuating circumstances that have been documented and verified.

In the event of suspected sick leave abuse or when a bargaining unit member has exhibited a pattern of absenteeism which may suggest sick leave abuse, the supervisor shall notify the bargaining unit member in writing that he or she shall be required to provide a physician's statement verifying the legitimacy of the use of sick leave on each subsequent occurrence of sick leave usage for a period of no less than six (6) months from the date of notification. This requirement shall terminate at the end of the six (6) month period if the attendance record of the bargaining unit member has improved to the point of being satisfactory. Failure to provide the physician's statement shall preclude the payment of sick leave claimed and may result in further disciplinary action. Continued excessive or patterned use of sick leave shall result in progressive disciplinary action up to and including termination.

**D. Sick Leave Donation.** Effective July 1, 2000, bargaining unit members who have accumulated at least thirty (30) days of sick leave may donate a portion of their accumulated sick

leave to other bargaining unit employees with a record of meritorious service, who through serious and protracted illness have used up all of their accumulated sick leave and vacation time. The Chief Operating Officer and the Director of Human Resources and Labor Relations may authorize the donation and transfer of such sick leave provided the following conditions are met:

- a. The transferring bargaining unit member shall have a minimum sick leave accumulation of thirty (30) days.
- b. No more than five (5) days of sick leave for every thirty (30) days of sick leave accumulated by the donating bargaining unit member to a total donation of thirty (30) days shall be permitted between any two (2) bargaining unit members.
- c. Sick leave, donated by one bargaining unit member to another, when used, shall be paid at the hourly rate of the donor or donee, whichever is less.
- d. No more than twenty (20) days of donated leave may be allowed to accumulate in any donee's name at any given time, provided that if such donated sick leave should be reduced below twenty (20) days, additional donations may be made to restore the level of accumulated sick leave to twenty (20) days.

**E. Payout of Accumulated Sick Leave.** The City will make payment for accumulated sick leave as follows: (1) Full payment in case of death; (2) Fifty percent (50%) payment at time of retirement. Payments in case of death will be made to the estate of the deceased employee.

Notwithstanding anything herein to the contrary, effective with separations after December 11, 2023 (approval date of the 2018-2026 Agreement), bargaining unit members who separate in good-standing (resign or retire and provide at least 2 weeks of notice) will be paid out for their accrued and unused sick leave as follows:

<b>Completed Years of Service</b>	<b>% of Accrued &amp; Unused Sick Leave to be Paid</b>
Less than 5 Years of Completed Service	20%
5 Years but less than 10 Years of Completed Service	35%
10+ Years of Completed Service	50%

**F. Perfect Attendance Incentive Payment.** Effective January 2024, bargaining unit members who have no absences from the beginning of the school year through the winter school break in December will receive \$200, payable the first pay period in January. Bargaining unit members who have no absences from January through the end of the school year will receive \$200, payable at the end of the school year. In addition to the semi-annual payments, bargaining unit members who have no absences for the entire school year will receive an additional \$200, payable at the end of the school year.

Effective January 2024, bargaining unit members who have two or less absences from the beginning of the school year through the winter school break in December will receive \$100, payable the first pay period in January. Bargaining unit members who have two or less absences from January through the end of the school year will receive \$100, payable at the end of the

school year. In addition to the semi-annual payments, employees who have two or less absences for the entire school year will receive an additional \$100, payable at the end of the school year.

#### **SECTION 2.10 BEREAVEMENT LEAVE**

Three (3) days special leave with full pay shall be granted for death in the immediate family of a bargaining unit member or the immediate family of his or her spouse or domestic partner. Immediate family for purposes of this provision is defined as parents, grandparents, child, son-in-law, daughter-in-law, grandchild, spouse, brother, sister, and any relation who is domiciled in the bargaining unit member's household.

#### **SECTION 2.11 ABSENCE WITHOUT LEAVE**

An absence of an employee from duty, including any absence for a single day or part of a day, that is not authorized by a specific grant of leave of absence under the provisions of these rules shall be deemed to be an absence without leave. Any such absence shall be without pay and may be subject for disciplinary action. Any employee who absents himself for three (3) consecutive days, or on three (3) separate occasions for less than three (3) days without leave, shall be deemed to have resigned. Such action may be reconciled by the Director of Human Resources and Labor Relations by a subsequent grant of leave if the conditions warrant.

#### **SECTION 2.12 PENSIONS**

The present retirement benefits as described in Chapter 2A of the Municipal Code of the City of Hartford shall remain in effect except as follows:

Effective July 1, 1980, bargaining unit members who have attained age sixty (60) and who have completed at least twenty-five (25) years of continuous service with the City shall be eligible for normal retirement.

Effective July 1, 1988, bargaining unit members who have attained age fifty-five (55) and who have completed at least twenty-five (25) years of continuous service with the City or age sixty (60) and who have completed ten (10) years of continuous service shall be eligible for normal retirement.

Effective November 12, 2003, bargaining unit members shall be vested in the City pension plan after five (5) whole years of continuous service. As such, effective November 12, 2003, bargaining unit members shall be eligible for normal retirement upon attaining age fifty-five (55) and completing at least twenty-five (25) years of continuous service with the City or attaining age sixty (60) and completing five (5) years of continuous service.

Effective July 1, 1980, bargaining unit members electing an early retirement will receive pension benefits reduced by two percent (2%) for each whole year by which his or her early retirement precedes his or her normal retirement date, with proration for a fraction of a year.

Effective November 12, 2003, bargaining unit members shall be eligible for an early retirement allowance upon attaining age fifty-five (55) and completing at least five (5) years of continuous City service. The early retirement allowance will be calculated in the same manner as the bargaining unit member's normal retirement allowance and then reduced by two percent (2%) for each whole year by which his or her early retirement precedes his or her normal retirement date, with proration for a fraction of a year.

Effective on July 1, 1981, bargaining unit members will have credited to their employee contributions to the pension fund, three percent (3%) interest on such contributions as of June 30, 1980.

Effective July 5, 2009, bargaining unit members shall contribute to the pension fund four percent (4%) on the social security covered portion of their earnings and seven percent (7%) on the excess earnings. Notwithstanding anything herein to the contrary, effective July 1, 2024, 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.

Each July 1, thereafter, contributions and any interest credited as of the previous calendar year June 30 will be credited with three percent (3%) interest. Once credited, the interest and the contributions made by the employee to the pension fund 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 2A of the Municipal Code of the City of Hartford.

It is agreed between the parties that the above pension changes will be prepared in proper legal language and adopted in ordinance form to assure continuity of benefits, provided however, that the proposed ordinances shall be subject to mutual agreement. Pension matters shall not be subject to the grievance procedure, but shall be subject to appeal to the courts.

The City agrees to notify the School Crossing Guards of pension changes affecting them, and will also provide pension booklets describing the pension benefits.

Bargaining unit members hired on or after April 22, 2013 (approval date of the 2011-2015 Agreement) shall not be entitled to any pension rights and benefits under the City of Hartford's Municipal Employees' Retirement Fund, except as to any retained vested benefit such bargaining unit member may have prior to April 22, 2013, and provided further, any period of employment of such member on or after April 22, 2013 shall not constitute creditable service under the Municipal Employees' Retirement Fund. Bargaining unit members hired on or after April 22, 2013 (approval date of the 2011-2015 Agreement) will have the option to participate in the City's voluntary deferred compensation plan.

## **SECTION 2.13 SEPARATIONS**

Order of Layoff: Layoffs shall be made within the department affected by classification and seniority by total length of full-time service with the City of Hartford as a School Crossing Guard.



**Notice of Layoff:** A department head shall give written notice to the bargaining unit member(s) and to the Union of any proposed layoff and the reasons for the layoff at least fourteen (14) calendar days prior to the effective date of such action.

**Recalls:** On recall after layoff, the last bargaining unit member laid off shall be the first employee recalled. No new bargaining unit member shall be hired in the class until all former bargaining unit members have been recalled to work.

**Discharge:** The City may discharge a bargaining unit member for just cause. Any discharged bargaining unit member who has completed his or her probationary period shall have the right to appeal his or her discharge starting at the fourth (4<sup>th</sup>) step of the grievance procedure and to have Union representation, provided such appeal is made within ten (10) working days of the effective date of such action.

#### **SECTION 2.14 SENIORITY**

It is understood that seniority is not broken by authorized sick leave or other authorized leave of absence in accordance with the Personnel Rules and Regulations.

#### **SECTION 2.15 UNIFORMS**

The Police Department shall provide members of the bargaining unit with uniforms to wear while on duty. Uniforms shall include the following:

- One (1) cap and insignia
- One (1) jacket
- Rainwear as currently provided
- One (1) traffic vest as currently provided
- One (1) stop sign paddle as currently provided
- One (1) hand held lighted safety device

Selection of the type and kind of uniform shall be at the discretion of the Chief of Police. Priority for clothing replacements will be given to those employees who have not received clothing replacement in the last five (5) years.

School Crossing Guards will be responsible for maintaining their uniforms in good repair and may be subject to inspection by the Police Department from time to time to determine the adequacy and condition of the uniform issued.

Uniforms issued remain the property of the City and shall be returned upon termination of employment.

#### **SECTION 2.16 TRAINING**

The Police Department may continue a training program for all School Crossing Guards, with the dates and times to be determined at the discretion of the Police Department. The

training may be provided when practicable during the school year. Each day of training may be up to four (4) hours in duration and will include appropriate instruction relating to the functions of a School Crossing Guard. All training days will be scheduled by the Police Department. Bargaining unit members who attend training will be paid their regular applicable rate of pay. Such training will be in addition to training already provided on the job under the direction of a police officer. In addition to the above, the Police Department will work with the school system to develop an educational program for students and parents on traffic safety and the role of the School Crossing Guard.

**SECTION 2.17 ASSIGNMENTS**

Assignment to a post will be made, whenever practicable, so that a School Crossing Guard will work as close to home as possible. Should a permanent vacancy occur, the assignment will be made to the most senior School Crossing Guard who has bid on the post. Bids may be submitted to the School Crossing Guard’s supervisor at any time during the school year, provided however, the bidding procedure shall not be used to “bump” School Crossing Guards from their current assignments and the Police Department will continue to exercise its rights in determining the priority of posts and the filling of vacancies. Assignments to temporary vacancies will continue to be determined at the Police Department’s discretion. Exceptions to the bidding procedure may be made by the Police Department for good and sufficient cause. The City’s Transportation Services Bureau and the Police Department shall continue to review the classification of corners and shall reevaluate such corners during the current fiscal year as deemed necessary. Suggestions and comments from members of the Union will be welcomed both during the reevaluation period and at other times as circumstances may warrant.

**SECTION 2.18 LONGEVITY**

Longevity payments to employees in the bargaining unit shall be based on the following scale:

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

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

The date used to determine eligibility for longevity payments shall be July 1<sup>st</sup> 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<sup>st</sup> of each and every year only to those employees who are in active service on said December 1<sup>st</sup> and to those employees who have retired in the period between the determination of their eligibility on July 1<sup>st</sup> and the date of payment on December 1<sup>st</sup>.

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

**ARTICLE 3**  
**PROBATIONARY PERIOD AND SENIORITY**

**SECTION 3.1 OBJECTIVE**

The probationary or working test period shall be regarded as an integral part of the examination process and shall be utilized by supervisors and the Chief of Police for closely observing the employee's work, for securing the most effective adjustment of a new employee to his or her position, and for rejecting any employee whose performance does not meet the required work standards.

**SECTION 3.2 PROBATIONARY PERIOD**

Every bargaining unit member shall be required to complete successfully a working test during a probationary period which shall be of sufficient length to enable the Chief of Police to observe the employee's ability to perform the various duties pertaining to the position.

The working test shall begin immediately upon regular appointment and shall continue for not less than three (3) months, nor more than twelve (12) months. The Chief of Police may at any time after the minimum probationary period has been served, and before the maximum has been reached, notify the Director of Human Resources in writing on a form, provided he/she is satisfied with the employee's performance and that the probationary period shall end.

**SECTION 3.3 DISMISSAL**

Dismissal during the probationary period shall not be grievable under the collective bargaining agreement.

**SECTION 3.4 SENIORITY**

Upon successful completion of the probationary period, the employee's seniority date shall revert to the original date of hire.

**ARTICLE 4**  
**SUBSTITUTE POOL**

The Police Department shall have the ability to maintain a pool of individuals to serve as substitute School Crossing Guards who may be called to fill vacancies that occur when bargaining unit members who have regular assignments are absent from work. The provisions of

this Section may not be used in lieu of the placement of individuals in regular positions that arise because of retirement, resignation or termination.

Individuals in the substitute School Crossing Guard pool shall not be eligible for benefits as provided in this Agreement, but shall be paid the base rate for bargaining unit School Crossing Guards. Individuals in the pool must meet all regular eligibility requirements for bargaining unit School Crossing Guards including, but not limited to, civil service requirements and police background checks. Individuals in the substitute School Crossing Guard pool shall be given first consideration when openings for regular assignments occur.

## **ARTICLE 5 GRIEVANCE PROCEDURE**

The term “days” as used in this Article shall mean “work days.” Any grievance, controversy or dispute that may arise between the parties concerning the interpretation or application of this Agreement shall be settled in the following manner:

**Step 1.** The aggrieved employee may present the grievance to the immediate supervisor within ten (10) days of the date on which the grievance arose. The immediate supervisor shall attempt to adjust the matter and shall render his or her decision within ten (10) days.

**Step 2.** If the grievance is not satisfactorily resolved at Step 1, the employee shall reduce the grievance to writing and present it to the Chief of Police within ten (10) days after the answer at Step 1 is received. The written grievance shall include:

- a. A statement of the grievance and the facts involved.
- b. The specific provision(s) of this Agreement that has been violated.
- c. The remedy requested.

The Chief of Police or his or her designated representative may, at his or her discretion, meet with the parties concerned within fifteen (15) days of the receipt of the grievance. The Chief shall notify the employee and the Union’s President of his or her decision in writing within twenty-five (25) days of the receipt of the grievance.

**Step 3.** If the grievance is not satisfactorily resolved at Step 2, the employee or the Union may appeal to the Director of Human Resources and Labor Relations within ten (10) days after receipt of the Chief’s decision. The Director of Human Resources and Labor Relations or his or her designated representative may, at his or her discretion, schedule a hearing and meet with the parties concerned. The Director of Human Resources and Labor Relations shall render his or her decision within twenty-five (25) days of the receipt of the appeal.

**Step 4.** If the Union is not satisfied with the decision rendered in Step 3, it shall notify the Director of Human Resources and Labor Relations 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.

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.

Nothing in this Article is intended to prohibit the City from processing a grievance through the grievance procedure up to and including arbitration. Any such grievance shall be submitted first to the Union President. If not satisfactorily resolved within two (2) weeks of its submission, the City may submit the grievance to the State Board of Mediation and Arbitration.

## **ARTICLE 6 COVENANTS**

### **SECTION 6.1 SAVINGS CLAUSE**

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

### **SECTION 6.2 ENTIRE AGREEMENT**

The foregoing constitutes an entire agreement between the parties and no verbal 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 items or additions of new subject matters except by mutual agreement.


### **SECTION 6.3 DURATION**

This Collective Bargaining Agreement between the City and the Union shall be in effect from July 1, 2015 through June 30, 2018 and shall continue in effect unless amended, modified or terminated. Either party wishing to amend, modify or terminate this Agreement must so advise the other party in writing no later than one hundred fifty (150) days prior to the expiration of this Agreement. If the parties are not able to reach an agreement by June 30, 2015, then the terms and conditions of this Agreement shall remain in full force and effect until a new Agreement is reached.

IN WITNESS WHEREOF, the parties hereto have caused to be signed and sealed this Agreement and a like copy on the dates indicated below.

**CITY OF HARTFORD**

**CSEA-SEIU, LOCAL 2001 CTW (SCHOOL CROSSING GUARDS)**

  
Arunan Arulampalam, Mayor

  
Michele Wilkerson, Chapter President

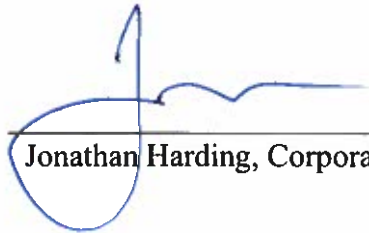
4/24/24  
Date

4-23-24  
Date

  
Julius Preston, Staff Representative

4-23-24  
Date

Approved as to legality and form

  
Jonathan Harding, Corporation Counsel

APPENDIX A

**BENEFIT SUMMARY**



Administered by - Cigna Health and Life Insurance Co.  
 For - City of Hartford  
 Open Access Plus IN Plan  
 OAPIN Plan  
 Effective - 07/01/2024

**Selection of a Primary Care Provider** - your plan may require or allow the designation of a primary care provider. You have the right to designate any primary care provider who participates in the network and who is available to accept you or your family members. If your plan requires designation of a primary care provider, Cigna may designate one for you until you make this designation. For information on how to select a primary care provider, and for a list of the participating primary care providers, visit [www.mycigna.com](http://www.mycigna.com) or contact customer service at the phone number listed on the back of your ID card. For children, you may designate a pediatrician as the primary care provider.

**Direct Access to Obstetricians and Gynecologists** - You do not need prior authorization from the plan or from any other person (including a primary care provider) in order to obtain access to obstetrical or gynecological care from a health care professional in our network who specializes in obstetrics or gynecology. The health care professional, however, may be required to comply with certain procedures, including obtaining prior authorization for certain services, following a pre-approved treatment plan, or procedures for making referrals. For a list of participating health care professionals who specialize in obstetrics or gynecology, visit [www.mycigna.com](http://www.mycigna.com) or contact customer service at the phone number listed on the back of your ID card.

**Plan Highlights In-Network**

<b>Lifetime Maximum</b>	Unlimited
<b>Plan Year Accumulation</b>	Your Plan's Deductibles, Out-of-Pockets and benefit level limits accumulate on a calendar year basis unless otherwise stated.
<b>Plan Coinsurance</b>	Plan pays 100%
<b>Maximum Reimbursable Charge</b>	Not Applicable
<b>Plan Deductible</b>	Individual: None Family: None
<b>Plan Out-of-Pocket Maximum</b>	Individual: \$6,600 Family: \$13,200
	<ul style="list-style-type: none"> <li>All benefit copays/deductibles contribute towards your out-of-pocket maximum.</li> <li>Covered expenses that count towards your out-of-pocket maximum include customer paid coinsurance and charges for Mental Health and Substance Use Disorder.</li> <li>After each eligible family member meets his or her individual out-of-pocket maximum, the plan will pay 100% of their covered expenses. Or, after the family out-of-pocket maximum has been met, the plan will pay 100% of each eligible family member's covered expenses.</li> <li>This plan includes a combined Medical/Pharmacy out-of-pocket maximum.</li> </ul>

07/01/2024, ASO, Open Access Plus In-Network - OAPIN Plan



APPENDIX A

Benefit		In-Network
<b>Physician Services - Office Visits</b>		
Primary Care Physician (PCP) Services/Office Visit		\$35 copay, and plan pays 100%
Specialty Care Physician Services/Office Visit		\$40 copay, and plan pays 100%
<b>NOTE:</b> Obstetrician and Gynecologist (OB/GYN) visits are subject to either the PCP or Specialist cost share depending on how the provider contracts with Cigna (i.e. as PCP or as Specialist).		
<b>Surgery Performed in Physician's Office</b>		
Allergy Treatment/ Injections		Plan pays 100%
<ul style="list-style-type: none"> <li>Up to 80 visits every three years</li> </ul>		Plan pays 100%
<b>Allergy Testing and Allergy Serum</b>		
Allergy serum dispensed by the physician in the office		Covered same as Physician Services - Office Visit
<b>Note:</b> Office copay does not apply if only the allergy serum is provided.		
<b>Virtual Care</b>		
<b>Dedicated Virtual Providers - MDLIVE</b>		
MDLIVE Urgent Virtual Care Services		\$35 copay, and plan pays 100%
MDLIVE Primary Care Services		\$35 copay, and plan pays 100%
MDLIVE Specialty Care Services		\$40 copay, and plan pays 100%
<ul style="list-style-type: none"> <li>Primary Care cost share applies to routine care. Virtual wellness screenings are payable under Preventive Care.</li> <li>For MDLIVE Behavioral Services, please refer to the Mental Health and Substance Use Disorder section (below).</li> <li>Lab services supporting a virtual visit must be obtained through dedicated labs.</li> <li>Includes charges for the delivery of medical and health-related services and consultations by dedicated virtual providers as medically appropriate through audio, video, and secure internet-based technologies.</li> </ul>		
<b>Virtual Physician Services - Office Visits</b>		
Primary Care Physician (PCP) Services/Office Visit		\$35 copay, and plan pays 100%
Specialty Care Physician Services/Office Visit		\$40 copay, and plan pays 100%
<ul style="list-style-type: none"> <li>Physicians may deliver services virtually that are payable under other benefits (e.g., Preventive Care, Outpatient Therapy Services).</li> <li>Includes charges for the delivery of medical and health-related services and consultations as medically appropriate through audio, video, and secure internet-based technologies that are similar to office visit services provided in a face-to-face setting.</li> </ul>		
<b>NOTE:</b> Obstetrician and Gynecologist (OB/GYN) visits are subject to either the PCP or Specialist cost share depending on how the provider contracts with Cigna (i.e. as PCP or as Specialist).		



APPENDIX A

Benefit		In-Network
<b>Convenience Care Clinic</b>		
Convenience Care Clinic		\$35 copay, and plan pays 100%
<ul style="list-style-type: none"> <li>Laboratory and Radiology services performed at the Convenience Care Clinic and billed by the facility will be paid at 100%.</li> </ul>		
<b>Preventive Care</b>		
Preventive Care		Plan pays 100%
<ul style="list-style-type: none"> <li>Includes coverage of additional services, such as urinalysis, EKG, and other laboratory tests, supplementing the standard Preventive Care benefit when billed as part of office visit.</li> <li>Annual Limit: Unlimited</li> </ul>		
Immunizations		Plan pays 100%
<ul style="list-style-type: none"> <li>Includes travel immunizations</li> </ul>		
Mammogram, PAP, and PSA Tests		Plan pays 100%
<ul style="list-style-type: none"> <li>Coverage includes the associated Preventive Outpatient Professional Services.</li> <li>Diagnostic-related services are covered at the same level of benefits as other x-ray and lab services, based on Place of Service.</li> </ul>		
<b>Inpatient</b>		
Inpatient Hospital Facility Services		\$400 per admission copay up to a maximum of \$600 annually, and plan pays 100%
Note: Includes all Lab and Radiology services, including Advanced Radiological Imaging as well as Medical Specialty Drugs		
<ul style="list-style-type: none"> <li>Per admit copay is waived if admitted within 30 days for same diagnosis.</li> </ul>		
Inpatient Hospital Physician's Visit/Consultation		Plan pays 100%
Inpatient Professional Services		Plan pays 100%
<ul style="list-style-type: none"> <li>For services performed by Surgeons, Radiologists, Pathologists and Anesthesiologists</li> </ul>		
<b>Outpatient</b>		
Outpatient Facility Services		\$200 per facility visit copay, and plan pays 100%
Non-surgical treatment procedures are not subject to the facility per visit copay.		
Outpatient Professional Services		Plan pays 100%
<ul style="list-style-type: none"> <li>For services performed by Surgeons, Radiologists, Pathologists and Anesthesiologists</li> </ul>		

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APPENDIX A

Benefit	In-Network
<b>Emergency Services</b>	
<b>Emergency Room</b> <ul style="list-style-type: none"> <li>Includes Professional, X-ray and/or Lab services performed at the Emergency Room and billed by the facility as part of the ER visit.</li> <li>Per visit copay is waived if admitted.</li> </ul>	\$200 copay, and plan pays 100%
<b>Urgent Care Facility</b> <ul style="list-style-type: none"> <li>Includes Professional, X-ray and/or Lab services performed at the Urgent Care Facility and billed by the facility as part of the urgent care visit.</li> </ul>	\$40 copay, and plan pays 100%
<b>Ambulance</b>	Plan pays 100%
Ambulance services used as non-emergency transportation (e.g., transportation from hospital back home) generally are not covered.	
<b>Inpatient Services at Other Health Care Facilities</b>	
<b>Skilled Nursing Facility, Rehabilitation Hospital, Sub-Acute Facilities</b> <ul style="list-style-type: none"> <li>Annual Limit: 90 days</li> </ul>	Plan pays 100%
<b>Laboratory Services</b>	
Physician's Services/Office Visit	Plan pays 100%
Independent Lab	Plan pays 100%
Outpatient Facility	Plan pays 100%
<b>Radiology Services</b>	
Physician's Services/Office Visit	Plan pays 100%
Outpatient Facility	Plan pays 100%
<b>Advanced Radiological Imaging (ARI)</b>	
Outpatient Facility	Includes MRI, MRA, CAT Scan, PET Scan, etc.
Physician's Services/Office Visit	Plan pays 100%
Covered same as Physician Services - Office Visit	

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Benefit	In-Network
<b>Outpatient Therapy Services</b>	
<b>Outpatient Therapy and Chiropractic Services</b>	
Physical Therapy, Speech Therapy, Occupational Therapy and Chiropractic Care	Covered same as Physician Services - Office Visit
Pulmonary Rehabilitation and Cognitive Therapy	Plan pays 100%
Annual Limits:	
<ul style="list-style-type: none"> <li>All Therapies Combined - Includes Chiropractic Care, Cognitive Therapy, Occupational Therapy, Physical Therapy, Pulmonary Rehabilitation, and Speech Therapy - Unlimited days</li> </ul>	
<b>Note:</b> Therapy days, provided as part of an approved Home Health Care plan, accumulate to the applicable outpatient therapy services maximum.	
<b>Cardiac Rehabilitation Services</b>	Plan pays 100%
Annual Limit:	
<ul style="list-style-type: none"> <li>Cardiac Rehabilitation - 36 days</li> </ul>	
<b>Hospice</b>	
<b>Inpatient Facilities</b>	Plan pays 100%
<b>Outpatient Services</b>	Plan pays 100%
<b>Note:</b> Includes Bereavement counseling provided as part of a hospice program.	
<b>Bereavement Counseling (for services not provided as part of a hospice program)</b>	
Services Provided by a Mental Health Professional	Covered under Mental Health benefit
<b>Medical Pharmaceutical Drugs</b>	
<b>Outpatient Facility</b>	Plan pays 100%
<b>Physician's Office</b>	Plan pays 100%
<b>Home</b>	Plan pays 100%
<b>Note:</b> This benefit only applies to the cost of the Infusion Therapy drugs administered. This benefit does not cover the related Facility, Office Visit or Professional charges.	



**APPENDIX A**

<b>Benefit In-Network</b>	
<b>Maternity</b>	
Initial Visit to Confirm Pregnancy	Covered same as Physician Services - Office Visit
All Subsequent Prenatal Visits, Postnatal Visits and Physician's Delivery Charges (Global Maternity Fee)	Plan pays 100%
Office Visits in Addition to Global Maternity Fee (Performed by OB/GYN or Specialist)	Covered same as Physician Services - Office Visit
Delivery - Facility (Inpatient Hospital, Birthing Center)	Covered same as plan's Inpatient Hospital benefit
<b>Abortion</b>	
Abortion Services	Coverage varies based on Place of Service
Note: Elective and non-elective procedures	
<b>Family Planning</b>	
Women's Services	Plan pays 100%
Includes contraceptive devices as ordered or prescribed by a physician and surgical sterilization services, such as tubal ligation	
Men's Services	Coverage varies based on Place of Service
Includes surgical sterilization services, such as vasectomy	
<b>Infertility</b>	
Infertility Treatment	Coverage varies based on Place of Service
Infertility covered services: lab and radiology test, counseling, surgical treatment, includes artificial insemination, in-vitro fertilization, GIFT, ZIFT, etc.	
• Lifetime Maximum: Unlimited	
<b>Outpatient Dialysis Services</b>	
Physician's Services/Office Visit	Covered same as Physician Services - Office Visit
Home Dialysis	Covered same as plan's Home Health Care benefit
Outpatient Facility Services	Covered same as plan's Outpatient Facility Services benefit
Outpatient Professional Services	Covered same as plan's Outpatient Professional Services benefit

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**In-Network**

**Benefit**

**Other Health Care Facilities/Services**

<b>Home Health Care</b>	Plan pays 100%
<ul style="list-style-type: none"> <li>• Annual Limit: Unlimited</li> <li>• 16 hour maximum per day</li> <li>• <b>Home Health Aide</b> - Annual Limit: 80 days</li> </ul> <p><b>Note:</b> Includes outpatient private duty nursing when approved as medically necessary</p>	
<b>Organ Transplants</b>	
<b>Inpatient Hospital Facility Services</b>	
LifeSOURCE Facility	\$400 per admission copay up to a maximum of \$600 annually, and plan pays 100%
Non-LifeSOURCE Facility	Covered same as plan's Inpatient Hospital benefit
<b>Inpatient Professional Services</b>	
LifeSOURCE Facility	Plan pays 100%
Non-LifeSOURCE Facility	Covered same as plan's Inpatient Professional benefit
<ul style="list-style-type: none"> <li>• <b>Travel Maximum</b> - Cigna LifeSOURCE Transplant Network® Facility Only: \$15,000 maximum per Transplant</li> </ul>	
<b>Durable Medical Equipment</b>	Plan pays 50%
<ul style="list-style-type: none"> <li>• Annual Limit: Unlimited</li> </ul>	
<b>Breast Feeding Equipment and Supplies</b>	Plan pays 100%
<ul style="list-style-type: none"> <li>• Limited to the rental of one breast pump per birth as ordered or prescribed by a physician</li> <li>• Includes related supplies</li> </ul>	
<b>External Prosthetic Appliances (EPA)</b>	Plan pays 80%
<ul style="list-style-type: none"> <li>• Annual Limit: Unlimited</li> </ul>	
<b>Temporomandibular Joint Disorder (TMJ)</b>	Coverage varies based on Place of Service
<ul style="list-style-type: none"> <li>• Unlimited lifetime maximum</li> </ul> <p><b>Note:</b> Provided on a limited, case-by-case basis. Excludes appliances and orthodontic treatment.</p>	
<b>Bariatric Surgery</b>	Coverage varies based on Place of Service
<ul style="list-style-type: none"> <li>• Unlimited lifetime limit</li> </ul> <p>Treatment of Clinically severe obesity, as defined by the body mass index (BMI) is covered. The following are excluded:</p> <ul style="list-style-type: none"> <li>• medical and surgical services to alter appearances or physical changes that are the result of any surgery performed for the management of obesity or clinically severe (morbid) obesity</li> </ul>	
<b>Routine Foot Care</b>	Not Covered
<b>Note:</b> Services associated with foot care for diabetes and peripheral vascular disease are covered when approved as medically necessary.	
<b>Routine Eye Care</b>	Plan pays 100%
<ul style="list-style-type: none"> <li>• One exam and refraction every 2 years</li> </ul>	
<b>Hearing Aids</b>	Plan pays 100%
<ul style="list-style-type: none"> <li>• Annual Limit: Unlimited</li> <li>• Includes testing and fitting of hearing aid devices at Physician Office Visit cost share</li> </ul>	

APPENDIX A

Benefit	In-Network
<b>Routine Hearing Exam</b> <ul style="list-style-type: none"> <li>Annual Limit: 1 exam</li> </ul>	Covered same as Physician Services - Office Visit
<b>Wigs</b> <ul style="list-style-type: none"> <li>Maximum of 1 wig per 12 months</li> </ul>	Plan pays 100%
<b>Mental Health and Substance Use Disorder</b>	
Inpatient Mental Health	\$400 per admission copay up to a maximum of \$600 annually, and plan pays 100%
Outpatient Mental Health – Physician’s Office	\$40 copay, and plan pays 100%
Outpatient Mental Health - MDLIVE Behavioral Services	\$40 copay, and plan pays 100%
Outpatient Mental Health – All Other Services	Plan pays 100%
Inpatient Substance Use Disorder	\$400 per admission copay up to a maximum of \$600 annually, and plan pays 100%
Outpatient Substance Use Disorder – Physician’s Office	\$40 copay, and plan pays 100%
Outpatient Substance Use Disorder - MDLIVE Behavioral Services	\$40 copay, and plan pays 100%
Outpatient Substance Use Disorder – All Other Services	Plan pays 100%
Annual Limits:	<ul style="list-style-type: none"> <li>Unlimited maximum</li> </ul>
Notes:	<ul style="list-style-type: none"> <li>Inpatient includes Acute Inpatient and Residential Treatment.</li> <li>Outpatient - Physician’s Office and MDLIVE Behavioral Services - may include Individual, family and group therapy, psychotherapy, medication management, etc.</li> <li>Outpatient - All Other Services - may include Partial Hospitalization, Intensive Outpatient Services, Applied Behavior Analysis (ABA Therapy), etc.</li> <li>Services are paid at 100% after you reach your out-of-pocket maximum.</li> </ul>
<b>Important Note on Mental Health and Substance Use Disorder Coverage:</b> Covered medical services listed above, which are received to diagnose or treat a Mental Health or Substance Use Disorder condition will be payable according to this section titled “Mental Health and Substance Use Disorder.”	
<b>Mental Health/Substance Use Disorder Utilization Review, Case Management and Programs</b>	
<b>Cigna Total Behavioral Health - Inpatient and Outpatient Management</b>	<ul style="list-style-type: none"> <li>Inpatient utilization review and case management</li> <li>Outpatient utilization review and case management</li> <li>Partial Hospitalization</li> <li>Intensive outpatient programs</li> <li>Changing Lives by Integrating Mind and Body Program</li> <li>Lifestyle Management Programs: Stress Management, Tobacco Cessation and Weight Management.</li> <li>Narcotic Therapy Management</li> <li>inMynd<sup>SM</sup> program - a comprehensive, holistic solution to help recognize and find resources to treat behavioral health conditions.</li> </ul>



Pharmacy In-Network

**Cost Share and Supply**

**Cigna Pharmacy Cost Share**

- Retail – up to 90-day supply (except Specialty up to 30-day supply)
- Home Delivery – up to 90-day supply

**Retail (per 30-day supply):**

Generic: You pay \$5  
 Preferred Brand: You pay \$30  
 Non-Preferred Brand: You pay \$45

**Retail (per 90-day supply):**

Generic: You pay \$10  
 Preferred Brand: You pay \$60  
 Non-Preferred Brand: You pay \$90

**Home Delivery (per 90-day supply):**

Generic: You pay \$10  
 Preferred Brand: You pay \$60  
 Non-Preferred Brand: You pay \$90

- **Cigna 90 Now CVS:** Retail drugs for a 30 day supply may be obtained In-Network at a wide range of pharmacies across the nation although prescriptions for a 90 day supply (such as maintenance drugs) will be available at select network pharmacies. Walgreens will be considered Out-of-Network for a 90 day supply.
- **Cigna 90 Now Program:** You can choose to fill your medications in a 30- or 90-day supply. If you choose to fill a 30-day prescription, it can be filled at any network retail pharmacy or network home delivery pharmacy. If you choose to fill a 90-day prescription, it must be filled at a 90-day network retail pharmacy or network home delivery pharmacy to be covered by the plan.
- This plan will not cover out-of-network pharmacy benefits.
- Specialty medications are used to treat an underlying disease which is considered to be rare and chronic including, but not limited to, multiple sclerosis, hepatitis C or rheumatoid arthritis. Specialty Drugs may include high cost medications as well as medications that may require special handling and close supervision when being administered.
- If a generic is available, patient pays the brand cost share plus the cost difference between the brand and generic drugs up to the cost of the brand drug.
- Your pharmacy benefits share an out-of-pocket maximum with the medical/behavioral benefits.
- If you receive a supply of 34 days or less at home delivery (including a Specialty Prescription Drug), the home delivery pharmacy cost share will be adjusted to reflect a 30-day supply.

**Drugs Covered**

**Prescription Drug List:**

Your Cigna Standard Prescription Drug List includes a full range of drugs including all those required under applicable health care laws. To check which drugs are included in your plan, please log on to myCigna.com.

Some highlights:

- Coverage includes Self Administered injectables and optional injectable drugs – but excludes infertility drugs.
- Contraceptive devices and drugs are covered with federally required products covered at 100%.
- Insulin, glucose test strips, lancets, insulin needles & syringes, insulin pens and cartridges are covered.
- Lifestyle drugs are covered - limited to sexual dysfunction.
- Oral Fertility drugs are covered.

## APPENDIX A

### Pharmacy Program Information

#### Pharmacy Clinical Management: Essential

Your plan features drug management programs and edits to ensure safe prescribing, and access to medications proven to be the most reliable and cost effective for the medical condition, including:

- Prior authorization requirements
- Step Therapy on select classes of medications and drugs new to the market
- Quantity limits, including maximum daily dose edits, quantity over time edits, duration of therapy edits, and dose optimization edits
- Age edits, and refill-too-soon edits
- Plan exclusion edits
- Current users of Step Therapy medications will be allowed one 30-day fill during the first three months of coverage before Step Therapy program applies.
- Your plan includes Specialty Drug Management features, such as prior authorization and quantity limits, to ensure the safe prescribing and access to specialty medications.
- For customers with complex conditions taking a specialty medication, we will offer Accredo Therapeutic Resource Centers (TRCs) to provide specialty medication and condition counseling. For customers taking a specialty medication not dispensed by Accredo, Cigna experts will offer this important specialty medication and condition counseling.

#### Patient Assurance Program

Your plan includes the Patient Assurance Program, which waives the deductible and reduces the amount you owe for certain medications used to treat chronic conditions included in the program. Additionally:

- Any amount you pay for these medications only count toward meeting your out-of-pocket maximum.
- Any discount provided by a pharmaceutical manufacturer for these medications only count toward meeting your out-of-pocket maximum.

### Additional Information

#### Case Management

Coordinated by Cigna HealthCare. This is a service designated to provide assistance to a patient who is at risk of developing medical complexities or for whom a health incident has precipitated a need for rehabilitation or additional health care support. The program strives to attain a balance between quality and cost effective care while maximizing the patient's quality of life.

#### Comprehensive Oncology Program

- Care Management outreach
- Case Management

#### Healthy Pregnancies/Healthy Babies

- Care Management outreach
- Maternity Case Management
- Neo-natal Case Management

Included

\$150 (1st trimester) / \$75 (2nd trimester) - Option 3



## APPENDIX A

### Additional Information

#### **Out-of-Network Emergency Services Charges**

- Emergency Services are covered at the In-Network cost-sharing level as required by applicable state or federal law if services are received from a non-participating (Out-of-Network) provider.
- The allowable amount used to determine the Plan's benefit payment for covered Emergency Services rendered in an Out-of-Network Hospital, or by an Out-of-Network provider in an In-Network Hospital, is the amount agreed to by the Out-of-Network provider and Cigna, or as required by applicable state or federal law.

The member is responsible for applicable In-Network cost-sharing amounts (any deductible, copay or coinsurance). The member is not responsible for any charges that may be made in excess of the allowable amount. If the Out-of-Network provider bills you for an amount higher than the amount you owe as indicated on the Explanation of Benefits (EOB), contact Cigna Customer Service at the phone number on your ID card.

#### **Medicare Coordination**

In accordance with the Social Security Act of 1965, this plan will pay as the Secondary plan to Medicare Part A and B as follows:

- a former Employee such as a retiree, a former Disabled Employee, a former Employee's Dependent, or an Employee's Domestic Partner who is also eligible for Medicare and whose insurance is continued for any reason as provided in this plan (including COBRA continuation);
- an Employee, a former Employee, an Employee's Dependent, or former Employee's Dependent, who is eligible for Medicare due to End Stage Renal Disease after that person has been eligible for Medicare for 30 months.

#### **Multiple Surgical Reduction**

Multiple surgeries performed during one operating session result in payment reduction of 50% to the surgery of lesser charge. The most expensive procedure is paid as any other surgery.

**Pre-Certification - Continued Stay Review - Basic Care Low Management Inpatient** - required for all inpatient admissions  
In-Network: Coordinated by your physician

**Pre-Existing Condition Limitation (PCL)** does not apply.

#### **Well-Being Solution: Core**

- Health Assessment
- Device/App Integration
- Personalized online content and data-driven actions
- Social connections

07/01/2024, ASO, Open Access Plus In-Network - OAPIN Plan

## APPENDIX A

### Additional Information

#### Your Health First - 200

Individuals with one or more of the chronic conditions, identified on the right, may be eligible to receive the following type of support:

- Condition Management
- Medication adherence
- Risk factor management
- Lifestyle issues
- Health & Wellness issues
- Pre/post-admission
- Treatment decision support
- Gaps in care

Holistic health support for the following chronic health conditions:

- Heart Disease
- Coronary Artery Disease
- Angina
- Congestive Heart Failure
- Acute Myocardial Infarction
- Peripheral Arterial Disease
- Asthma
- Chronic Obstructive Pulmonary Disease (Emphysema and Chronic Bronchitis)
- Diabetes Type 1
- Diabetes Type 2
- Metabolic Syndrome/Weight Complications
- Osteoarthritis
- Low Back Pain
- Anxiety
- Bipolar Disorder
- Depression

### Definitions

**Coinsurance** - The portion of covered expenses you are responsible for is called Coinsurance.

**Copay** - A flat fee you pay for certain covered services such as doctor's visits or prescriptions.

**Deductible** - A flat dollar amount you must pay out of your own pocket before your plan begins to pay for covered services.

**Out-of-Pocket Maximum** - Specific limits for the total amount you will pay out of your own pocket before your plan coinsurance percentage no longer applies. Once you meet these maximums, your plan then pays 100 percent of the "Maximum Reimbursable Charges" or negotiated fees for covered services.

**Place of service** - Your plan pays based on where you receive services. For example, for hospital stays, your coverage is paid at the inpatient level.

**Prescription Drug List** - The list of prescription brand and generic drugs covered by your pharmacy plan.

**Professional Services** - Services performed by Surgeons, Assistant Surgeons, Hospital Based Physicians, Radiologists, Pathologists and Anesthesiologists

**Transition of Care** - Provides in-network health coverage to new customers when the customer's doctor is not part of the Cigna network and there are approved clinical reasons why the customer should continue to see the same doctor.

### Exclusions

**What's Not Covered (not all-inclusive):**

Your plan provides for most medically necessary services. The complete list of exclusions is provided in your Certificate or Summary Plan Description. To the extent there may be differences, the terms of the Certificate or Summary Plan Description control. Examples of things your plan does not cover, unless required by law or covered under the pharmacy benefit, include (but aren't limited to):

- Care for health conditions that are required by state or local law to be treated in a public facility.
- Care required by state or federal law to be supplied by a public school system or school district.
- Care for military service disabilities treatable through governmental services if you are legally entitled to such treatment and facilities are reasonably available.

## APPENDIX A

### Exclusions

- Treatment of an Injury or Sickness which is due to war, declared, or undeclared.
- Charges which you are not obligated to pay or for which you are not billed or for which you would not have been billed except that they were covered under this plan. For example, if Cigna determines that a provider or Pharmacy is or has waived, reduced, or forgiven any portion of its charges and/or any portion of Copayment, Deductible, and/or Coinsurance amount(s) you are required to pay for a Covered Expense (as shown on The Schedule) without Cigna's express consent, then Cigna in its sole discretion shall have the right to deny the payment of benefits in connection with the Covered Expense, or reduce the benefits in proportion to the amount of the Copayment, Deductible, and/or Coinsurance amounts waived, forgiven or reduced, regardless of whether the provider or Pharmacy represents that you remain responsible for any amounts that your plan does not cover. In the exercise of that discretion, Cigna shall have the right to require you to provide proof sufficient to Cigna that you have made your required cost share payment(s) prior to the payment of any benefits by Cigna. This exclusion includes, but is not limited to, charges of a non-Participating Provider who has agreed to charge you or charged you at an In-Network benefits level or some other benefits level not otherwise applicable to the services received.
- Charges arising out of or relating to any violation of a healthcare-related state or federal law or which themselves are a violation of a healthcare-related state or federal law.
- Assistance in the activities of daily living, including but not limited to eating, bathing, dressing or other Custodial Services or self-care activities, homemaker services and services primarily for rest, domiciliary or convalescent care.
- For or in connection with experimental, investigational or unproven services.
- Experimental, investigational and unproven services are medical, surgical, diagnostic, psychiatric, substance use disorder or other health care technologies, supplies, treatments, procedures, drug or Biologic therapies or devices that are determined by the utilization review Physician to be:
  - o not approved by the U.S. Food and Drug Administration (FDA) or other appropriate regulatory agency to be lawfully marketed;
  - o not demonstrated, through existing peer-reviewed, evidence-based, scientific literature to be safe and effective for treating or diagnosing the condition or Sickness for which its use is proposed;
  - o the subject of review or approval by an Institutional Review Board for the proposed use except as provided in the "Clinical Trials" sections of this plan; or
  - o the subject of an ongoing phase I, II or III clinical trial, except for routine patient care costs related to qualified clinical trials as provided in the "Clinical Trials" sections of this plan.

In determining whether any such technologies, supplies, treatments, drug or Biologic therapies or devices are experimental, investigational and/or unproven, the utilization review Physician may rely on the clinical coverage policies maintained by Cigna or the Review Organization. Clinical coverage policies may incorporate, without limitation and as applicable, criteria relating to U.S. Food and Drug Administration-approved labeling, the standard medical reference compendia and peer-reviewed, evidence-based scientific literature or guidelines.

- Cosmetic surgery and therapies. Cosmetic surgery or therapy is defined as surgery or therapy performed to improve or alter appearance or self-esteem.
- The following services are excluded from coverage regardless of clinical indications: acupuncture; dance therapy; movement therapy; applied kinesiology; rolfing; prolotherapy; and extracorporeal shock wave lithotripsy (ESWL) for musculoskeletal and orthopedic conditions.
- Dental treatment of the teeth, gums or structures directly supporting the teeth, including dental X-rays, examinations, repairs, orthodontics, periodontics, casts, splints and services for dental malocclusion, for any condition. Charges made for services or supplies provided for or in connection with an accidental injury to teeth are covered provided a continuous course of dental treatment is started within six months of an accident.
- Medical and surgical services, initial and repeat, intended for the treatment or control of obesity, except for treatment of clinically severe (morbid) obesity as shown in Covered Expenses, including: medical and surgical services to alter appearance or physical changes that are the result of any surgery performed for the management of obesity or clinically severe (morbid) obesity; and weight loss programs or treatments, whether prescribed or recommended by a Physician or under medical supervision.



## APPENDIX A

### Exclusions

- Unless otherwise covered in this plan, for reports, evaluations, physical examinations, or hospitalization not required for health reasons including, but not limited to, employment, insurance or government licenses, and court-ordered, forensic or custodial evaluations.
- Court-ordered treatment or hospitalization, unless such treatment is prescribed by a Physician and listed as covered in this plan.
- Medical and Hospital care and costs for the infant child of a Dependent, unless this infant child is otherwise eligible under this plan.
- Non-medical counseling and/or ancillary services including, but not limited to, Custodial Services, educational services, vocational counseling, training and rehabilitation services, behavioral training, neurofeedback, hypnosis, sleep therapy, return to work services, work hardening programs and driver safety courses.
- Therapy or treatment intended primarily to improve or maintain general physical condition or for the purpose of enhancing job, school, athletic or recreational performance, including but not limited to routine, long term, or maintenance care which is provided after the resolution of the acute medical problem and when significant therapeutic improvement is not expected.
- Consumable medical supplies other than ostomy supplies and urinary catheters. Excluded supplies include, but are not limited to bandages and other disposable medical supplies, skin preparations and test strips, except as specified in the "Home Health Services" or "Breast Reconstruction and Breast Prostheses" sections of this plan.
- Private Hospital rooms and/or private duty nursing except as provided under the Home Health Services provision.
- Personal or comfort items such as personal care kits provided on admission to a Hospital, television, telephone, laptop, newborn infant photographs, complimentary meals, birth announcements, and other articles which are not for the specific treatment of an Injury or Sickness.
- Artificial aids including, but not limited to, corrective orthopedic shoes, arch supports, garter belts, corsets and dentures.
- Aids or devices that assist with non-verbal communications, including but not limited to communication boards, pre-recorded speech devices, laptop computers, desktop computers, Personal Digital Assistants (PDAs), Braille typewriters, visual alert systems for the deaf and memory books.
- Eyeglass lenses and frames and contact lenses (except for the first pair of contact lenses for treatment of keratoconus or post cataract surgery).
- Eye exercises and surgical treatment for the correction of a refractive error, including radial keratotomy.
- Treatment by acupuncture.
- All non-injectable prescription drugs, unless Physician administration or oversight is required, injectable prescription drugs to the extent they do not require Physician supervision and are typically considered self-administered drugs, non-prescription drugs, and investigational and experimental drugs, except as provided in this plan.
- Routine foot care, including the paring and removing of corns and calluses or trimming of nails. However, services associated with foot care for diabetes and peripheral vascular disease are covered when Medically Necessary.
- Membership costs or fees associated with health clubs and smoking cessation programs.
- Genetic screening or pre-implantations genetic screening. General population-based genetic screening is a testing method performed in the absence of any symptoms or any significant, proven risk factors for genetically linked inheritable disease.
- Dental implants for any condition.
- Fees associated with the collection or donation of blood or blood products, except for autologous donation in anticipation of scheduled services where in the utilization review Physician's opinion the likelihood of excess blood loss is such that transfusion is an expected adjunct to surgery.
- Blood administration for the purpose of general improvement in physical condition.
- Cost of biologicals that are immunizations or medications to protect against occupational hazards and risks.
- Cosmetics, dietary supplements and health and beauty aids.
- For or in connection with an Injury or Sickness arising out of, or in the course of, any employment for wage or profit.
- Charges for the delivery of medical and health-related services via telecommunications technologies, including telephone and internet, unless provided as specifically described under Covered Expenses.
- Massage therapy.

## APPENDIX A

### **These are only the highlights**

This summary outlines the highlights of your plan. For a complete list of both covered and not covered services, including benefits required by your state, see your employer's insurance certificate, service agreement or summary plan description -- the official plan documents. If there are any differences between this summary and the plan documents, the information in the plan documents takes precedence.

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EHB State: CT