

**TENTATIVE AGREEMENT  
BETWEEN THE CITY OF HARTFORD  
AND  
THE MUNICIPAL LAWYERS' ASSOCIATION  
FOR A SUCCESSOR COLLECTIVE BARGAINING AGREEMENT**

The City of Hartford and the Municipal Lawyers' Association (hereinafter, "MLA") tentatively agree to a Collective Bargaining Agreement to be in full force and effect for the period commencing July 1, 2015 through June 30, 2021 subject to the ratification of MLA and approval by the City of Hartford Court of Common Council and the Municipal Accountability Review Board (hereinafter, "MARB"). The July 1, 2011 through June 30, 2015 Collective Bargaining Agreement currently in effect shall remain unchanged except as specifically outlined in this Tentative Agreement provided further that the Collective Bargaining Agreement shall be modified to reflect these changes.


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

**CITY OF HARTFORD**

  
\_\_\_\_\_  
LUKE BRONIN, MAYOR

2/5/19  
\_\_\_\_\_  
DATE

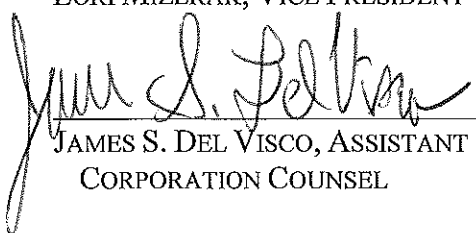
**MUNICIPAL LAWYERS' ASSOCIATION**

  
\_\_\_\_\_  
JONATHAN BEAMON, PRESIDENT

2/5/19  
\_\_\_\_\_  
DATE

  
\_\_\_\_\_  
LORI MIZERAK, VICE PRESIDENT

2/5/19  
\_\_\_\_\_  
DATE

  
\_\_\_\_\_  
JAMES S. DEL VISCO, ASSISTANT  
CORPORATION COUNSEL

2-5-19  
\_\_\_\_\_  
DATE

TENTATIVE AGREEMENT  
 BETWEEN THE CITY OF HARTFORD  
 AND  
 MLA  
 FOR A SUCCESSOR  
 COLLECTIVE BARGAINING AGREEMENT

**1. Duration:**

6 years (July 1, 2015-June 30, 2021)

**2. Wages:**

a. GWI's:

FY 2015-16 – 0% GWI	FY 2018-19 – 0% GWI
FY 2016-17 – 0% GWI	FY 2019-20 – 2% GWI
FY 2017-18 – 0% GWI	FY 2020-21 – 2% GWI

b. Growth Increments:

Effective upon the approval of the 2015-2021 Agreement and prospectively from the date of approval only, MLA members will be eligible for a maximum of two (2) growth increments for the remaining term of the Agreement. All other growth increment eligibility requirements and provisions remain in effect.

c. Pay Period: Update Section 3.3, Paragraph 4 as follows:

4. Biweekly Pay. All bargaining unit members will be paid on a biweekly schedule. Effective no later than the first pay period after the approval of the 2015-2021 Agreement, the City shall require direct deposit and electronic notification of all pay-related checks.

**3. Healthcare:**

a. Plan Design. Effective July 1, 2019, the current City plans (Cigna Open Access and Cigna Blue Care OAPIN) will be replaced with a High Deductible Health Plan (HDHP) with a Health Savings Account (HSA) as described below.

Component	In Network	Out of Network
Deductible	\$2,000/\$4,000	\$4,000/\$8,000
Co-Insurance	90%	70%
OOP Max	\$3,000 / \$6,000	Federal OOP Max
RX (deductible)	\$5/\$20/\$40 2x mail order Mandatory Mail Order State Maintenance Drug Network	\$5/\$20/\$40 2x mail order Mandatory Mail Order State Maintenance Drug Network
Formulary	If City moves to standard CVS formulary, MLA agrees to it without challenge.	
HSA Funding	50%	50% of In-Network Deductible
Standard Benefits Only		

- b. Health Savings Account. The HDHP will include a Health Savings Account (HSA). The City will contribute fifty percent (50%) of the employee's In-Network deductible to the employee's HSA. In Fiscal Year 2019-20, the City's fifty percent (50%) contribution will be paid as follows:
- Fifty percent (50%) of the City's total contribution amount in July 2019,
  - Twenty-five percent (25%) of the City's total contribution amount in January 2020, and
  - Twenty-five percent (25%) of the City's total contribution amount in April 2020.

Commencing in the month of July 2020 and thereafter, any employer HSA contribution will be paid in equal installments on a quarterly basis.

Notwithstanding anything in this Agreement to the contrary, the City will not contribute to the HSA of any retiring employee who is eligible to purchase retiree health insurance through the City by virtue of other provisions of this Agreement (Pre-2006 employees only).

- c. Mandatory Mail Order. Effective upon approval of the 2015-2021 Agreement, 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 the first prescription, only two (2) choices will be available:
1. Receive maintenance medication through the City's carrier's mail-order pharmacy, or
  2. Fill the prescription at a pharmacy that participates in the State's Maintenance Drug Network (see the list of participating pharmacies on the Comptroller's website at [www.osc.ct.gov](http://www.osc.ct.gov)).

A list of maintenance medications is posted at [www.osc.ct.gov](http://www.osc.ct.gov).

- d. Healthy Hartford. The City shall implement the Healthy Hartford Program as described in greater detail in Schedule 1 and 2 of Appendix C-1 to assist with early medical detection and provide education about chronic condition care. Bargaining unit members and eligible dependents shall have until June 30, 2019 to become compliant with all age appropriate health and dental assessments and screenings described in Appendix C-1. Effective July 1, 2019, bargaining unit members and their covered dependents will need to be in compliance with the Healthy Hartford Program requirements, and non-compliance by the bargaining unit member or any covered dependent moving forward will result in an additional one hundred dollars (\$100.00) per month supplemental charge to their employee health insurance contributions, which will remain in effect until the month following compliance.

- e. Employee Contributions.

As of the date of approval of the TA, employee contributions shall remain at nineteen percent (19%). Effective July 1, 2019, the employee contributions for health insurance coverage shall be twenty percent (20%) of the monthly premium as determined by the City's insurance carrier, which shall be deducted from employee wages and paid toward the cost of such insurance.

#### 4. Run-Out:

Update the vacation payout and pension provisions to reflect the following (Include actual contract language consistent with City Formal Proposals #19, #23 & #24):

Effective upon the approval of the 2015-2021 Agreement, eliminate run-out of vacation leave in its entirety.

#### 5. Pension Benefits:

MLA members' pension contributions shall increase as follows:

- Effective the pay period following approval of the TA – Eight percent (8%) on social security covered portion of earnings and eleven percent (11%) on earnings in excess of social security earnings.
- Effective July 1, 2019 – Nine percent (9%) on social security covered portion of earnings and twelve percent (12%) on earnings in excess of social security earnings.
- Effective July 1, 2020 – Ten percent (10%) on social security covered portion of earnings and thirteen percent (13%) on earnings in excess of social security earnings.

**6. Vacation Leave:**

The seventh paragraph of Article III, Section 3.5, Paragraph 1, Vacation Leave, will be replaced with the language below:

Vacation leave is to be taken in units of not less than four (4) hour increments. Employees must take all vacation leave or one (1) week, whichever is less, during the fiscal year following the July 1st on which it is earned. Additional vacation leave may be carried over from one fiscal year to the next to permit a maximum accumulation of no more than eight (8) weeks. Any extension of over forty (40) days of vacation must be approved by the Corporation Counsel in writing at the time the extension is granted. An additional twenty (20) days of vacation may be carried over from one fiscal year to the next with the approval of the Corporation Counsel, which shall not be unreasonably denied. However, at no time may an employee have more than twelve (12) weeks of vacation leave. In addition, any vacation days in excess of eight (8) weeks that are approved by the Corporation Counsel must be used by December 31 of the calendar year in which the extension was granted.

**7. Sick Leave:**

The third paragraph of Article III, Section 3.5, Paragraph 4, Sick Leave, will be replaced with the language below:

Any unused sick leave shall accumulate from fiscal year to fiscal year to a total of one hundred and twenty (120) days. Thereafter, any unused sick leave shall accumulate from fiscal year to fiscal year at a rate of one (1) day of accumulation for each two (2) days of unused sick leave.

Notwithstanding anything in this Agreement to the contrary, effective upon the approval of the 2015-2021 Agreement, bargaining unit members shall accumulate any unused portion of sick leave, including that accumulated in the prior fiscal years, to a maximum of eighty (80) days. Bargaining unit members who have more than eighty (80) days of accumulated sick leave as of the approval of the 2015-2021 Agreement may keep their current sick leave balance but may not accrue additional leave until or unless their balance decreases below the eighty (80) day maximum and thereafter may not accumulate in excess of the eighty (80) day maximum.

Accumulated sick leave may be used for the purposes specified in this Section if and when needed.

**8. Maternity Leave:**

Article III, Section 3.5, Paragraph 5 will be deleted in its entirety and replaced with the language below:

5. **Pregnancy Leave.** Leave needed for pregnancy, childbirth, childrearing and related medical conditions will be treated in accordance with Paragraph 10 below, entitled “Family and Medical Leave,” as well as the Federal Family and Medical Leave Act (FMLA).

9. **FMLA:**

The Article III, Section 3.5, Paragraph 10, Family and Medical Leave, will be updated to reflect the following:

Effective upon the approval of the 2015-2021 Agreement, family and medical leave will be provided in accordance with federal law only.

10. **Discrimination:**

Article IV, Section 4.1, Discrimination, will be deleted in its entirety and replaced with the language below:

**Section 4.1 DISCRIMINATION**

The City agrees not to discriminate in the application of the terms of this Agreement against any employee on the basis of race, religion, creed, political affiliation, color, national origin, age, sex, sexual orientation, gender identity or expression, disability, marital status, past or present history of mental disorder, learning disability, veteran status, genetic information, or other protected classification under federal, state or local law.

11. **Local and State Legislation:**

The title of Article V, Section 5.1 will be changed to read as follows:

**Section 5.1 LOCAL LEGISLATION**

\*Any proposal(s) by either the City of Hartford or the MLA that are not specifically addressed in this Tentative Agreement are withdrawn. Any Article, Section and/or language of the current collective bargaining agreement not specifically referred to in this document shall remain unchanged and shall be included in the successor collective bargaining agreement unchanged.