

~~7/1/2016—6/30/2020~~7/1/2020 – 6/30/2024

**AGREEMENT**

**BETWEEN**

**THE CITY OF HARTFORD, CONNECTICUT**

**AND**

**THE CITY OF HARTFORD**

**PROFESSIONAL EMPLOYEES ASSOCIATION,**

**SEIU, LOCAL 2001 CSEA**

# TABLE OF CONTENTS [\[Page numbers to be updated\]](#)

	<u>Page</u>
<b>PREAMBLE</b> .....	<b>1</b>
<b>ARTICLE I - RIGHTS AND RECOGNITION</b> .....	<b>1-4</b>
Sec. 1.1 Recognition .....	1
Sec. 1.2 Union Security .....	2
Sec. 1.3 Check Off .....	2
Sec. 1.4 Dues Deduction Period .....	2
Sec. 1.5 Management Rights .....	3
Sec. 1.6 Prior Rights or Benefits .....	3
Sec. 1.7 No Strike No Lock-Out .....	3
Sec. 1.8 No Discrimination .....	3
Sec. 1.9 Exclusion .....	4
Sec. 1.10 Copies of Agreement .....	4
Sec. 1.11 Health and Safety .....	4
<b>ARTICLE II - GRIEVANCE PROCEDURE</b> .....	<b>5-7</b>
Sec. 2.1 Procedure .....	5-6
Sec. 2.2 Discharge .....	6-7
Sec. 2.3 Discipline .....	7
Sec. 2.4 Examinations and Appointments .....	7
<b>ARTICLE III - PERSONNEL, PAY AND BENEFITS</b> .....	<b>7-20</b>
Sec. 3.1 Classification and Pay .....	7-8
Sec. 3.2 Shift Differential .....	8
Sec. 3.3 Longevity Pay .....	8
Sec. 3.4 Personnel .....	9
Sec. 3.5 Insurance .....	9-14
Sec. 3.6 Pension .....	14-19
Sec. 3.7 Transfers .....	19
Sec. 3.8 Evaluation of Performance .....	19-20
<b>ARTICLE IV - HOURS AND OVERTIME</b> .....	<b>20-21</b>
Sec. 4.1 Hours of Work .....	20
Sec. 4.2 Overtime Pay .....	20-21
Sec. 4.3 Compensatory Time .....	21
Sec. 4.4 <a href="#">Timekeeping</a> <a href="#">Call Back Pay</a> .....	21
<b>ARTICLE V - HOLIDAYS AND LEAVE</b> .....	<b>21-31</b>
Sec. 5.1 Holidays .....	21-22
Sec. 5.2 Vacations .....	22-23
Sec. 5.3 Sick Leave .....	23-27
Sec. 5.4 Maternity Leave .....	27
Sec. 5.5 Family and Medical Leave .....	27-28
Sec. 5.6 Compensation for Injuries and Disease .....	28
Sec. 5.7 Personal Leave for Perfect Attendance .....	28-29
Sec. 5.8 Bereavement Leave .....	29
Sec. 5.9 Military Leave .....	29
Sec. 5.10 Leave of Absence Without Pay .....	29-30
Sec. 5.11 Absence Without Leave .....	30
Sec. 5.12 Procedure in Requesting Leaves .....	30
Sec. 5.13 Resignation .....	30

**ARTICLE VI - GENERAL PROVISIONS ..... 31-36**

- Sec. 6.1 Union Activities ..... 31-32
- Sec. 6.2 Visitation by Union Representative ..... 32
- Sec. 6.3 Bulletin Board ..... 32
- Sec. 6.4 Classification Plan ..... 32-33
- Sec. 6.5 Convention Leave ..... 33
- Sec. 6.6 Seniority List ..... 33
- Sec. 6.7 Mileage ..... 33
- Sec. 6.8 Deferred Compensation ..... 33-34
- Sec. 6.9 Meal Allowance ..... 34
- Sec. 6.10 Safety Shoes ..... 34
- Sec. 6.11 Salary Increments ..... 34-35
- Sec. 6.12 Salary Rates in Transfer, Promotion or Assignment ..... 35
- Sec. 6.13 Substance Abuse Policy ..... 35
- Sec. 6.14 Labor Management Committee ..... 36

**ARTICLE VII - LAYOFF PROCEDURES ..... 36-37**

- Sec. 7.1 Order of Layoff ..... 36
- Sec. 7.2 Notice of Layoff ..... 36
- Sec. 7.3 Recall from Layoff ..... 37

**ARTICLE VIII – COVENANTS ..... 37-38**

- Sec. 8.1 Local Legislation ..... 37
- Sec. 8.2 Federal Programs ..... 37
- Sec. 8.3 Saving Clause ..... 38
- Sec. 8.4 Effective Dates ..... 38
- Sec. 8.5 Duration ..... 38
- Sec. 8.6 Entire Agreement ..... 38

**SIGNATURE PAGE ..... 38-39**

**APPENDIX A – Salary Rates ..... 40-47**

~~APPENDIX B – Summary of Benefits, Eff July 1, 2018 HDHP 1500/3000 ..... 48-62~~

**APPENDIX B-1 – Summary of Benefits, Eff July 1, 2019 HDHP 2000/4000 ..... 63-79**

**APPENDIX B-12 – CIGNA Dental Benefits Summary ..... 80-81**

**APPENDIX B-23 – Healthy Hartford Prevention Program ..... 82**

**APPENDIX C – Substance Abuse Policy ..... 83-86**

**APPENDIX D – State/National Health Insurance Plan(s) ..... 87**

**APPENDIX E – Memorandum of Understanding – Affirmative Action ..... 88**

**APPENDIX F – Memorandum of Understanding - Trinity College Courses ..... 89**

**APPENDIX G – January 14, 2008 Resolution Regarding Military Leave..... 90**

**APPENDIX H – May 13, 2002 City Ordinance Concerning USERRA Pension  
Reemployment Benefits..... 91-93**

~~7/1/2016 – 6/30/2020~~ 7/1/2020 – 6/30/2024

**AGREEMENT**

**BETWEEN**

**THE CITY OF HARTFORD, CONNECTICUT**

**AND**

**THE CITY OF HARTFORD**

**PROFESSIONAL EMPLOYEES ASSOCIATION,**

**SEIU, LOCAL 2001, CSEA**

**PREAMBLE**

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

**ARTICLE I  
RIGHTS AND RECOGNITION**

**SECTION 1.1 RECOGNITION**

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

**SECTION 1.2 UNION SECURITY [THIS SECTION TO BE REVISED TO COMPLY WITH JANUS AND STATE LAW]**

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

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

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

**SECTION 1.3 CHECK OFF**

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

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

**SECTION 1.4 DUES DEDUCTION PERIOD**

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

## **SECTION 1.5 MANAGEMENT RIGHTS**

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

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

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

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

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

## **SECTION 1.8 NO DISCRIMINATION**

The provisions of the Agreement shall be applied equally to all employees in the bargaining unit without discrimination because of age, sex, marital status, race, religion, color, creed, national origin, political affiliation, residence, sexual orientation, gender identity or expression, disability, learning disability, past or present history of mental disorder, veteran status, genetic information, union membership or a protected classification under federal, state or local law that is not specifically identified herein. All references to employees in this Agreement designate both sexes, and whenever the male gender is used it shall be construed to include male and female employees.

## SECTION 1.9 EXCLUSION

Part-time, seasonal, ~~and~~ temporary and Per Diem employees are excluded from this Agreement; provided, however, that part-time employees are included in this Agreement only to the extent that they will be paid in accordance with Appendix A of the Agreement on an hourly basis and provided further that ~~effective December 11, 2017 (the approval of the 2016-2020 Agreement)~~, eligible part-time employees as defined below shall be entitled to the following benefits:

- Part-time employees who work a minimum of six hundred and eighty (680) hours between June 1<sup>st</sup> and May 31<sup>st</sup> shall be credited with forty (40) hours (ten (10) half days) of vacation leave in July of each fiscal year for which they are eligible. This accrued vacation leave may be used for sick or vacation leave purposes and must be used in no less than one (1) hour intervals. In addition, eligible part-time employees will be allowed to carry over from one (1) fiscal year to the next fiscal year up to a maximum of forty (40) hours. At no time, can the vacation carryover be more than forty (40) hours.
- Part-time employees who work a minimum of nine hundred and ten (910) hours shall be paid twenty (20) hours of holiday pay (five (5) half days) in July of each fiscal year for which they are eligible.

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

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

- Per Diem employees are not members of the CHPEA bargaining unit and are included in this Agreement only to the extent that they will be paid in accordance with Appendix A of the Agreement on an hourly basis and any general wage increases afforded to bargaining unit members shall be applied to the rates of pay of the Per Diem classifications.
- The duties and responsibilities of the Per Diem employees will be the same as those performed by full-time employees employed in these classifications.
- Per Diem employees will be utilized only when a permanent full-time employee in the same classification is not available.
- Any premium overtime or benefits afforded to Per Diem employees will be in accordance with applicable state and federal laws only.

- Per Diem employees will be required to satisfy the same minimum qualifications and secure and maintain any job-related certifications necessary to perform their work in the classification for which they were hired.
- The three (3) month limitation set forth in Rule VIII, Paragraph 6 of the City's Personnel Rules & Regulations will not apply to Per Diem employees.

## **SECTION 1.10 COPIES OF AGREEMENT**

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

## **SECTION 1.11 HEALTH AND SAFETY**

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

# **ARTICLE II GRIEVANCE PROCEDURE**

## **SECTION 2.1 PROCEDURE**

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

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

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

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



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

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

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

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

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

The decision rendered at Step 4 shall be final and binding on the parties.

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

The City shall notify the Union within five (5) working days following the filing of a grievance at Step 3 by any employee in the bargaining unit when the submitted written grievance does not carry the signature of a Union official or its attorney.

In order to avoid the necessity of processing at one time numerous grievances originating with the same event, the Union may file a single grievance at the appropriate step. When this occurs, all other grievances, on the same event shall be held in abeyance, and the Union grievance shall be processed as a precedent. When such grievance is resolved, the

parties shall, within four (4) weeks of the date the precedent grievance is resolved, review the other grievances that were held in abeyance in an effort to resolve them. If any such grievance cannot be settled on the basis of the precedent grievance, it shall be processed in accordance with the grievance procedure, and once more in accordance with the time limitations established in this Agreement and as if initiated in a timely fashion.

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

## **SECTION 2.2 DISCHARGE**

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

## **SECTION 2.3 DISCIPLINE**

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

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

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

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

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

**SECTION 2.4 EXAMINATIONS AND APPOINTMENTS**

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

**ARTICLE III  
PERSONNEL, PAY AND BENEFITS**

**SECTION 3.1 CLASSIFICATION AND PAY**

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

All bargaining unit employees shall be paid on a bi-weekly schedule.

The parties agree that all pay-related checks will be direct deposited by the City of Hartford and ~~effective no later than January 7, 2017 (the second pay period after the approval of the 2016-2020 Agreement)~~ bargaining unit members will receive all direct deposit advice via electronic notification.

**SECTION 3.2 SHIFT DIFFERENTIAL**

Effective December 29, 2017 (the pay period following the approval of the 2016-2020 Agreement), bargaining unit members employed in the job classification of Crime Analyst who work 2<sup>nd</sup> or 3<sup>rd</sup> shift, as described below, will receive a shift differential of fifty cents (\$.50) per hour for the 2<sup>nd</sup> shift and sixty-five cents (\$.65) per hour for the 3<sup>rd</sup> shift. Notwithstanding anything herein to the contrary, effective the first full pay period following the approval of the 2020-2024 Agreement, bargaining unit members employed in the job classification of Crime Analyst will receive a shift differential of one dollar (\$1.00) per hour for 2<sup>nd</sup> shift and one dollar and fifty cents (\$1.50) per hour for 3<sup>rd</sup> shift.

For purposes of this Section, 2<sup>nd</sup> shift begins at or after 2:00 p.m. and 3<sup>rd</sup> shift begins at or after 10:00 p.m. Any shift differential will be paid on actual hours worked only.

**SECTION 3.3 LONGEVITY PAY**

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

<u>Total Annual</u> <u>Aggregate Years of Service</u>	<u>Longevity Payment</u>
--	--------------------------

6 years but less than 10	\$125
10 years but less than 15	\$175
15 years but less than 20	\$250
20 years or more	\$350

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

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

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

**SECTION 3.4 PERSONNEL**

The City and the Union shall adhere to all provisions of ordinances, laws and the Personnel Rules and Regulations in effect ~~January 1, 1983~~December 27, 1993 which apply to collective bargaining matters, which are not otherwise superseded by the terms of this Agreement.

All Department Heads will have on file a copy of the Personnel Rules and Regulations in effect on ~~January 1, 1983~~December 27, 1993. Bargaining unit members in each department shall have reasonable access to the file copy.

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

**SECTION 3.5 INSURANCE**

A. Medical and Prescription Drug Insurance. ~~The medical and prescription drug benefits and coverage as outlined in the July 1, 2012 through June 30, 2016 Collective Bargaining Agreement will continue to be provided to employees and their eligible dependents through June 30, 2018.~~

~~Effective July 1, 2018, the City will provide benefits and coverage for each employee and each employee's enrolled eligible dependents under the High Deductible Health plans (HDHP) as outlined in Appendix B.~~

~~Effective July 1, 2019, t~~The City will provide benefits under the negotiated High Deductible Health (HDHP) plan as outlined in Appendix B.

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

Health Savings Account. The HDHP will include a Health Savings Account (HSA). The City will contribute fifty percent (50%) of the employee's In-Network deductible to the employee's HSA. ~~In Fiscal Year 2018-19, the City's fifty percent (50%) contribution will be paid as follows:~~

- ~~Fifty percent (50%) of the City's total contribution in July 2018;~~
- ~~Twenty five percent (25%) of the City's total contribution in January 2019; and~~
- ~~Twenty five percent (25%) of the City's total contribution in April 2019.~~

~~In Fiscal Year 2019-20 and each year thereafter, t~~The City's HSA contribution will be paid in equal installments on a quarterly basis.

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

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

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

~~Effective July 1, 2013, bargaining unit members shall contribute seven and one half percent (7.5%) of the carrier's determined rates for their dental insurance based on single, two person or family coverage under the Plan. Effective December 11, 2017 (the approval of the 2016-2020 Agreement), b~~Bargaining unit members shall contribute for dental coverage the same employee cost-sharing contributions as for medical coverage as set forth in pParagraph C. below.

**C. Employee Insurance Contributions.** ~~Effective July 1, 2015 through June 30, 2018, each employee enrolled in the health coverage described in this Section shall pay, via payroll deduction, sixteen and one half percent (16.5%) of the carrier's determined rates for their health insurance based on single, two person or family coverage under the Plan.~~

~~Effective July 1, 2018, each employee enrolled in the health coverage described in this Section shall pay, via payroll deduction, seventeen and one half percent (17.5%) of the~~

~~carrier's determined rates for their health insurance based on single, two person or family coverage under the Plan.~~

Effective July 1, 2019, each employee enrolled in the health coverage described in this Section shall pay, via payroll deduction, eighteen and one-half percent (18.5%) of the carrier's determined rates for their health insurance based on single, two person or family coverage under the Plan.

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

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

~~Notwithstanding anything herein to the contrary, effective the pay period following December 11, 2017 (the approval of the 2016-2020 Agreement), the one hundred twenty five percent (125%) cap on employee contributions shall be eliminated.~~

Healthy Hartford Program. The City will implement the Healthy Hartford Program which is modeled after the State of Connecticut Plan. Employees and eligible dependents shall have until June 30, 2019 to become compliant with all age appropriate health and dental assessments and screenings required by the program as set forth in Schedules 1 and 2 of Appendix B-32. Effective July 1, 2019, non-compliance will result in an additional one hundred dollars (\$100.00) per month supplemental charge to the employee until the month following compliance.

D. **Group Life Insurance.** ~~Effective December 11, 2017 (the approval of the 2016-2020 Agreement), e~~Employees shall have the option to elect either fifty thousand dollars (\$50,000) or seventy thousand dollars (\$70,000) of City-paid group life insurance coverage at the time of hire or promotion into the bargaining unit only. Employees who were bargaining unit members before December 11, 2017 will be provided with a window period of thirty (30) days from December 11, 2017 to elect either fifty thousand dollars (\$50,000) or seventy thousand dollars (\$70,000) of City-paid group life insurance. All elections shall be irrevocable, and elections of life insurance coverage in the amount of seventy thousand dollars (\$70,000) will be subject to imputed taxes.

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

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

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

F. **Survivor's Insurance.** ~~Effective December 11, 2017 (the approval of the 2016 2020 Agreement),~~ The City will allow eligible survivors of an active or retired employee whose date of hire is before December 11, 2017, to purchase health insurance coverage through the City via pension deduction. The cost of the health insurance coverage shall be paid entirely by the survivor and shall be the same health insurance plan that is offered to active employees as that coverage may change from time to time through negotiations. This benefit shall apply only to a surviving spouse and/or those dependent children who were covered by the City's group insurance at the time of the employee's or pensioner's death and shall be available until the spouse dies, remarries, or attains age sixty-five (65), whichever occurs first; in the case of dependent children, this benefit shall be available until the dependent child reaches such age as outlined in state or federal law or to a minimum age of nineteen (19), or age twenty-four (24), if qualified.

~~Effective December 11, 2017 (the approval of the 2016 2020 Agreement),~~ Survivors of an active or retired employee whose date of hire is on or after December 11, 2017, shall not be eligible to receive or purchase any retiree health insurance coverage through the City, except as provided under COBRA.

G. **Insurance Benefits for Retirees.**

- (1) Employees hired before December 11, 2017 hereinafter referred to in this Section as "Pre-2017 Employees".

Pre- 2017 Employees whose effective date of retirement is on or after April 22, 2013 shall be eligible to purchase health insurance coverage through the City. Said retiree health insurance coverage shall be the same health insurance coverage that is offered to active employees as that coverage may change from time to time through negotiations.

Pre-2017 Employees who retire after 20 years of service (or 25 years for those hired into the bargaining unit after October 1, 1997 as per Section 3.5D (6)) shall be eligible for the following retiree health benefits:

- (1) Beginning when the retiree reaches his/her 55<sup>th</sup> birthday, the City will pay \$50.00 per month towards the cost of the health insurance until the retiree reaches age 62.
- (2) Thereafter, beginning the first month following the retiree's 62<sup>nd</sup> birthday, the City will pay the full cost of the City Health Plan (excluding dental) until the retiree reaches age 65.
- (3) Employees who wish to withdraw from the health insurance coverage available under Subsections A and B above may re-enroll at any time thereafter up to age 64 years and 6 months in the health insurance plan available at the date of re-enrollment provided they submit evidence of insurability for themselves and any qualified dependents and are found insurable by the insurance carriers. Retirees who

re-enroll prior to age 62 will be required to pay the full costs of the health insurance plans from the date of re-enrollment to age 62. At age 62, the costs of the health insurance plans (but not dental) will be paid by the City as provided for in Subsection G (2) above.

Notwithstanding anything herein to the contrary, Pre-2017 Employees who retire on or after December 11, 2017 shall not be eligible to purchase or otherwise remain on the City's health insurance plan once the employee reaches age sixty-five (65). Any enrolled spouse may continue to purchase the plan until he or she reaches age sixty-five (65), and any eligible and enrolled dependents may continue to purchase the City's health insurance plan as provided under state and federal law.

(2) Employees hired on or after December 11, 2017.

Employees hired on or after December 11, 2017 (the approval of the 2016-2020 Agreement), shall not be eligible to receive or purchase any retiree health insurance coverage through the City, except as provided under COBRA.

**H. Substitution of Insurance Plans.** The City reserves the right to substitute alternative plans to the insurance plans outlined in this Section and the Appendices; provided, however, that any substitute plan provides a substantially comparable level of benefits and services as the plans in effect at that particular time.

**I. HMO Option.** The City and the Association agree that qualified Health Maintenance Organizations (HMO) may be offered to bargaining unit members and retirees on an individual option basis as such plans become available as an alternative to the City Health Insurance Plan and coverage described in this Agreement or such other substituted plan coverage that the City may choose in accordance with Subsection H above.

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

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

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

**K.** Effective July 1, 1992 the City shall make available the same Long-Term Disability Plan currently available to non-bargaining unit employees, provided the



participating employee: (1) pays the full cost of such coverage by payroll deduction and (2) meets any individual and collective eligibility requirement imposed by the carrier.

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

Any bargaining unit member who subsequently becomes ineligible under some alternate medical insurance coverage during the one (1) year period due to an eligible qualifying event shall be entitled to re-enroll under the City's medical, prescription drug and dental insurance provisions provided that the bargaining unit member provides the City's Benefits Administrator with proof of the eligible qualifying event. No proof of insurability shall be required. If a bargaining unit member re-enrolls in one (1) of the City's medical insurance plans before the expiration of the one (1) year period, he or she shall receive a pro-rated amount for any full month that he or she has not received medical insurance from the City, provided, however, that a minimum of six (6) full months of non-participation in the City's medical insurance is required.

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

### **SECTION 3.6 PENSION**

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

(1) Effective July 1, 1987, an employee with at least 25 years of service and at least 55 years of age, or an employee with at least 10 years of service and at least 60 years of age will be eligible for a pension based on 2% of the employee's final average pay per whole year of service until age 62. At age 62 the pension will be recomputed on the basis of 1% of

50% of that portion of the employee's average earnings on which Social Security taxes were paid and said 50% of the average Social Security earnings, multiplied by the number of whole years of service.

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

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

(4) Effective July 1, 1987, the employee contribution rate to the pension fund shall be increased to 3.5% on the Social Security covered portion of earnings. The City will continue to credit and pay 3% interest on employee contributions as provided in Subparagraph c of Section 3.5 of the Agreement terminating June 30, 1985. Upon attaining 50 years of age any employee in the bargaining unit will receive, upon written request directed to the Pension Commission, a projected pension benefit for that particular employee, as of such date as the employee may specify, but no more than once annually.

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

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

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

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

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

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

C. Effective July 1, 1993:

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

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

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

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

D. Effective October 1, 1997:

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

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

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

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

(5) Any employee hired into the bargaining unit prior to October 1, 1997 and who retires on or after October 1, 1997 pursuant to the City’s Charter, Chapter XVII, Section 3(c), Mandatory Retirement, or 3(e), Retirement for Disability, or is forced to retire for medical reasons shall receive a pension calculated on 2.5% of the employee’s final average pay per whole year of service.

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

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

E. Notwithstanding anything to the contrary set forth in Section 3.5, no bargaining unit member shall be entitled to receive a pension benefit in excess of the amount

which is permitted under Section 415 of the Internal Revenue Code of the United States as from time to time amended.

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

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

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

**I. Retirement Benefits for Employees Hired into the Bargaining Unit On or After December 11, 2017.**

Employees hired into the bargaining unit on or after December 11, 2017 shall be eligible for normal retirement with at least five (5) years of service and at least sixty-five (65) years of age; and early retirement with at least fifteen (15) years of service and at least fifty-five (55) years of age.

The pension benefit for such normal or early retirement shall be based on one and three-quarter percent (1.75%) of the employee's base wages only, for each whole year of service to a maximum of seventy percent (70%). Employees who elect the early retirement provision shall have their pension benefit reduced an additional six percent (6%) for each year the employee retires short of age sixty-five (65).

If the employee was previously a member of another bargaining unit or a non-bargaining or unclassified employee group, he or she participated in the City's pension plan, and the pension multiplier was greater than one and three-quarter percent (1.75%), then the employee's pension multiplier will now be the lower of his or her previous pension multiplier or one and three-quarter percent (1.75%). The employee's original City hire date shall be used for purposes of determining whole years of service.

**J. Employee Pension Contributions.**

Notwithstanding anything herein to the contrary, bargaining unit members' contributions to the Pension Fund will be as outlined below.

(1) Pre-2003 Bargaining Unit Members. Bargaining unit members who were hired into the bargaining unit before June 23, 2003 shall contribute to the Pension Fund as follows:

Effective the first pay period after December 11, 2017 (the approval of the 2016-2020 Agreement): Seven and one-half percent (7.5%) on the social security portion of earnings and ten and one-half percent (10.5%) on the excess earnings.

Effective July 1, 2018: Eight percent (8.0%) on the social security portion of earnings and eleven percent (11.0%) on the excess earnings.

Effective July 1, 2019: Nine percent (9.0%) on the social security portion of earnings and twelve percent (12.0%) on the excess earnings.

(2) Post-2003 Bargaining Unit Members. Bargaining unit members who were hired into the bargaining unit on or after June 23, 2003 but before December 11, 2017 shall contribute to the Pension Fund as follows:

Effective the first pay period after December 11, 2017 (the approval of the 2016-2020 Agreement): Six percent (6.0%) on the social security portion of earnings and nine percent (9.0%) on the excess earnings.

Effective July 1, 2018: Six and one-half percent (6.5%) on the social security portion of earnings and nine and one-half percent (9.5%) on the excess earnings.

Effective July 1, 2019: Seven and one-half percent (7.5%) on the social security portion of earnings and ten and one-half percent (10.5%) on the excess earnings.

(3) Post-2017 Bargaining Unit Members. Bargaining unit members who were hired into the bargaining unit on or after December 11, 2017 shall contribute to the Pension Fund as follows:

Effective the first pay period after December 11, 2017 (the approval of the 2016-2020 Agreement): Seven and one-half percent (7.5%) on the social security portion of earnings and ten and one-half percent (10.5%) on the excess earnings.

Effective July 1, 2018: Eight percent (8.0%) on the social security portion of earnings and eleven percent (11.0%) on the excess earnings.

## **SECTION 3.7 TRANSFERS**

A. Employees transferred to a position in the same class to another department will serve a maximum probationary period of three (3) months. The probationary period may be extended for up to three (3) additional months with written notice to the employee.

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

## **SECTION 3.8 EVALUATION OF PERFORMANCE**

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

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

## **ARTICLE IV HOURS AND OVERTIME**

### **SECTION 4.1 HOURS OF WORK**

~~Effective July 1, 2008, t~~The work week for all bargaining unit employees shall increase to forty (40) hours per week. Except as provided in Section 3.2 ~~above and outlined below~~, normal hours for employees working a forty (40) hour work week shall be from 8:00 a.m. until 5:00 p.m. with one (1) hour for lunch.

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

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

Monday: 8 am – 5 pm

Tuesday: 8 am – 5 pm

Wednesday: 8 am – 5 pm

Thursday: 8 am – 7 pm

Friday: 8 am – 2:30 pm

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

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

#### **SECTION 4.2 OVERTIME PAY**

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

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

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

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



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

### **SECTION 4.3 COMPENSATORY TIME**

Compensatory time means work performed by a bargaining unit employee ~~beyond the normal work day (as defined in Section 4.1 above)~~above forty (40) hours in a work week, which involves work or assignments in addition to the employee’s normal duties or to meet exceptional workload demands of the department which has been authorized by the Department Head or designee. Compensatory time may be scheduled as time off at any time mutually agreeable to the employee and the Department Head ~~within the fiscal year in which it was earned~~. Requests for authorization of compensatory time or the taking of compensatory time may not be unreasonably withheld. Compensatory time may be accumulated in one (1) hour increments up to a maximum of ten (10) days ~~(eighty (80) hours)within one fiscal year and may not be~~. Thereafter, overtime will be paid in accordance with Section 4.2.

Compensatory time may be carried forward into the next fiscal year to a maximum accumulation of ten (10) days (eighty (80) hours). except that any such time accumulated in the last two (2) months of any fiscal year may be carried forward into the next fiscal year. Compensatory time accumulated shall ~~not~~ be cashed out upon separation from City service.

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

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

### **SECTION 4.4 TIMEKEEPING CALL BACK PAY**

Effective the first full pay period after the approval date of the 2020-2024 Agreement, a bargaining unit member will be paid a minimum of two (2) hours at the applicable overtime

rate when he or she is called in outside of his or her regularly scheduled work hours. This minimum call back pay only applies to mandatory overtime assignments.  
~~The parties agree to implement and utilize a new timekeeping system. The City will meet with CHPEA to discuss the system once it is selected.~~

## **ARTICLE V HOLIDAYS AND LEAVE**

### **SECTION 5.1 HOLIDAYS**

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

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

### **SECTION 5.2 VACATIONS**

A. Accruals Before Fiscal Year 2022-23. Effective Fiscal Year 2012-13, each employee in the bargaining unit shall accumulate during and after his or her probationary period vacation leave with pay on May 1<sup>st</sup> according to the following schedule:

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

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

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

Fifteen (15) work days annually.

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

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

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

B. Accruals Effective Fiscal Year 2022-2023. Notwithstanding anything herein to the contrary, effective Fiscal Year 2022-23, each employee in the bargaining unit shall accumulate during and after his or her probationary period vacation leave over a twelve (12) month period (July 1<sup>st</sup> through June 30<sup>th</sup>), which shall be credited to the bargaining unit member on July 1<sup>st</sup> of the fiscal year following the bargaining unit member's appointment and on July 1<sup>st</sup> of each subsequent year of creditable service in accordance with the following schedule:

- Employees who have less than one (1) year of service on July 1<sup>st</sup> shall be entitled to vacation on the following basis:

One and one quarter (1¼) days per month of service up to a maximum of fifteen (15) working days.

- Employees who have completed one (1) year of service on July 1<sup>st</sup> shall be entitled to a vacation of three (3) weeks annually.

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

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

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

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

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

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

In the event of death of an employee, ~~his or her spouse and/or minor children shall receive the accrued vacation pay earned by the employee. In the event the employee has~~

~~neither a spouse nor children, the pay the salary equivalent of accrued vacation leave earned by the employee~~ will be paid to the estate of the deceased employee.

Employees who are separated from the City and who have accrued vacation to their credit at the time of separation shall be paid the salary equivalent to the accrued vacation leave. Vacation leave accrued during the fiscal year in which the employee is separated will only be paid if the employee is in good standing at the time of separation. Effective upon the approval of the 2020-2024 Agreement, the pay-out of vacation upon separation will be the salary equivalent of accrued vacation leave up to a maximum of twelve (12) weeks regardless of the number of hours credited or earned at the time of separation, provided the bargaining unit employee was not denied vacation leave within the last six (6) months before separation. In those cases, bargaining unit employees also will be paid for any vacation leave that was denied and above the twelve (12) week maximum.

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

### **SECTION 5.3 SICK LEAVE**

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

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

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

Maximum Sick Leave Accumulation. Effective December 11, 2017, any unused portion of sick leave will accumulate from one fiscal year to another as follows:

- (1) Bargaining unit members hired before December 11, 2017 who have ten (10) or more years of service as of December 31, 2017, shall accumulate sick leave to a maximum of one hundred and fifty (150) days.
- (2) Bargaining unit members hired before December 11, 2017 who have less than ten (10) years of service as of December 31, 2017, shall accumulate sick leave to a maximum of one hundred (100) days plus four (4) additional days for each full year of completed service as of December 31, 2017.
- (3) Bargaining unit members hired on or after December 11, 2017 shall accumulate sick leave to a maximum of eighty (80) days.

Bargaining unit members who reach their maximum allowable number of days of accumulated sick leave shall not accumulate any additional sick leave until and unless their accumulated sick leaves fall below their maximum allowable number of days.

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

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

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

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

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

Sick leave may be used for the following purposes:

- (1) Personal illness, incapacity, or non-compensable bodily injury or disease.
- (2) Enforced quarantine in accordance with community health regulations.

(3) For a limited time only for illness or physical incapacity in the employee's immediate family. Immediate family is defined for purpose of this provision to be father, mother, sister, brother, wife, husband, domestic partner (pursuant to the Hartford Municipal Code), or children related either by blood, marriage or adoption to the employee.

(4) To meet medical and dental appointments of emergency nature and Health Department referrals. In addition, sick leave may also be granted for a limited time for normal medical and dental appointments when an employee has made reasonable efforts to secure appointments outside of normal working hours provided that the Department Head is notified in advance of the day on which the absence occurs.

(5) Death of relatives or friends, marriage in the immediate family, celebration of religious holidays and christenings, graduations and similar ceremonies, where there is a clear family obligation to attend provided prior notification to the Department Head is submitted in writing giving full particulars in advance, subject to approval either before or after the absence. A maximum of 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.

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

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

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

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

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

For absences of less than five (5) days, proof of sick leave will not normally be required, unless in the judgment of the Department Head or supervisor, there is a question of authorized usage. For absences of five (5) days or more, a doctor's certificate will normally be required. For absences exceeding one (1) week, a doctor's certificate indicating the nature and probable duration of the disability may be required, and additional certificates may be required for extended illnesses.

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

E. Payment of Sick Leave.

(1) Employees hired before December 11, 2017.

For all full-time bargaining unit employees hired before December 11, 2017, the City will make payment for accumulated sick leave as follows:

- i. Full payment in case of death.
- ii. For bargaining unit members with ten (10) or more years or less of service as of December 31, 2017: Fifty percent (50%) at time of retirement.
- iii. For bargaining unit members with at least five (5) years of service, but less ten (10) years of service as of December 31, 2017: Thirty-five percent (35%) payment of accumulated sick leave at time of retirement, plus an additional two percent (2%) for each whole year of service above five (5) years as of December 31, 2017.
- iv. For bargaining unit members with less than five (5) years of service as of December 31, 2017: Thirty-five percent (35%) payment of accumulated sick leave at time of retirement.

(2) Employees hired on or after December 11, 2017.

Notwithstanding anything herein to the contrary, for bargaining unit members hired on or after December 11, 2017, the City will make no payment of accumulated and unused sick leave upon any separation, including retirement.

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

F. Sick Leave Donations. A bargaining unit member who has accumulated at least thirty (30) days of sick leave may donate a portion of his or her accumulated sick leave to another bargaining unit member, who through their own or, effective December 11, 2017, their family member's serious and protracted illness has used up all his or her accumulated sick leave and vacation leave. The Mayor, or his or her designee, and the Director of Human

Resources and Labor Relations shall authorize the donation and transfer of such sick leave provided the following conditions are met:

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

#### **SECTION 5.4 MATERNITY LEAVE**

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

#### **SECTION 5.5 FAMILY AND MEDICAL LEAVE**

Effective December 11, 2017 (the approval of the 2016-2020 Agreement), a bargaining unit member who is an "eligible employee" as defined under the Federal Family and Medical Leave Act ("FMLA"), 29 U.S.C. §2601 et seq., shall be granted up to twelve (12) weeks of unpaid leave during a twelve (12) month period in accordance with the applicable provisions of the FMLA. Any accumulated paid leave time must be substituted for unpaid FMLA leave and exhausted first, and said paid leave shall be included in, and shall not be in addition to, the aforementioned twelve (12) weeks of allowable leave as permitted by the FMLA. The twelve (12) month period shall commence on, and be measured from, the date the employee first takes FMLA. As set forth in the FMLA, a medical certificate shall be required for all FMLA leave requests and approvals. Employees on FMLA leave shall have the continuity of their employment preserved for seniority purposes. Employees on FMLA leave shall have their health insurance coverage maintained during such leave on the same terms as if they had continued to work, including that employees shall pay any required premium contributions toward the cost of such insurance. If the employee fails to return to work under



circumstances described by the FMLA, the employee shall be liable for the retroactive premium payments in accordance with the FMLA.

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

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

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

C. Injuries arising out of and in the course of employment shall be reported forthwith by the employee to the Department Head or his or her designee in accordance with the City's policies and procedures.

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

Employees shall earn one (1) day of personal leave for every three (3) months of perfect attendance during the period from July 1 through September 30, October 1 through December 31, January 1 through March 31, and April 1 through June 30. The employee may use such leave for any purpose subject to advance approval by the Department Head.

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

For the purpose of this Section, one (1) instance of tardiness per three (3) month period which does not exceed one (1) hour shall not affect an employee's perfect attendance status. However, more than one instance of tardiness in any three (3) month period regardless of the amount of time lost will break perfect attendance for that period.

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

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

Three (3) days of special leave with full pay shall be granted for death in the immediate family of an employee, or the immediate family of his or her spouse. Effective

December 11, 2017 (the approval of the 2016-2020 Agreement), the number of days of special leave with full pay will increase to four (4) days. Immediate family for the purposes of this clause is defined as parents, grandparents, child, son-in-law, daughter-in-law, grandchild, spouse, brother, sister and any relation who is domiciled in the employee's household.

## **SECTION 5.9 MILITARY LEAVE**

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

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

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

A Department Head, with the approval of the Director of Human Resources, may grant a regular employee leave of absence without pay for a period not to exceed one (1) year for travel or study. Such leave shall be granted only when it will not result in undue prejudice to the interests of the City as an employer beyond any benefits to be realized.

No leave without pay shall be granted except upon written request of the employee and a guarantee by the employee that he will serve the City for at least one (1) year after return from such leave. Whenever granted, such leave shall be approved in writing and signed by the Department Head and a copy filed with the Director of Human Resources.

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

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

Leave of absence without pay may also be granted to permanent employees in the classified service for a period of up to three (3) months upon written application to the Director of Human Resources stating reasons for request and with his or her prior approval.

#### **SECTION 5.11 ABSENCE WITHOUT LEAVE**

An absence of an employee from duty, including any absence for a single day or part of a day, that is not authorized by a specific grant of leave of absence under the provisions of these rules shall be deemed to be an absence without leave. Any such absence shall be without pay and may be subject for disciplinary action. Any employee who absents himself for three (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 by a subsequent grant of leave if the conditions warrant.

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

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

#### **SECTION 5.13 RESIGNATION**

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

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

~~Effective Fiscal Year 2017-18 and each remaining fiscal year of the 2016-2020 Agreement, all full-time bargaining unit members will take two (2) days of furlough each fiscal year under the conditions listed below:~~

- ~~1. The value of the two (2) furlough days will be deducted evenly over the pay periods of each fiscal year from a bargaining unit member's pay, via a payroll deduction.~~
- ~~2. Should a bargaining unit member separate from City service during any of the fiscal years, the value of any furlough balance for that fiscal year only will be deducted from the bargaining unit member's vacation and/or sick leave payout. If there is no leave payout, the furlough balance will be deducted from the bargaining unit member's last regular week of pay.~~
- ~~3. Since the value of the furlough days will be taken out as a payroll deduction, there will be no negative impact on any benefit, including but not necessarily~~

~~limited to the pension benefit, as a result of such furlough days.~~

- ~~4. If operationally possible, furlough days shall be scheduled around holidays (i.e., close the day before or after a holiday). If not operationally possible, furlough days will be scheduled at a time mutually agreeable to the bargaining unit member and the Department Head or his or her designee, except such requests will not be unreasonably withheld. If two or more bargaining unit members request to take a furlough day on the same date and the operational needs of the department cannot sustain approval of all such requests, the approval of such furlough request will be determined by seniority with the City. In addition, no more than one (1) furlough day may be taken in any one (1) week.~~
- ~~5. Requests for furlough days will be made at least twenty four (24) hours in advance, except in cases of emergency and must be taken in no less than half (1/2) day increments.~~

## **ARTICLE VI GENERAL PROVISIONS**

### **SECTION 6.1 UNION ACTIVITIES**

Six (6) members of the Association negotiating committee will be allowed to attend meetings with the City for the purpose of negotiating a successor agreement with the City during their working hours without loss of pay.

Not more than two (2) union representatives shall be granted leave from duty with full pay for all meetings between the City and the Union for the purpose of processing grievances at Steps 3 or 4 when such meetings take place at any time during which such representative is scheduled to be on duty.

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

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

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

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

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

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

### **SECTION 6.3 BULLETIN BOARD**

The City will furnish and maintain ten (10) bulletin boards located in mutually convenient locations within the City. The bulletin boards are to be used by the Union and the Union agrees that material posted will not contain propaganda against or attacks upon the City, any department or agency, or any official thereof. All material posted shall be in good taste.

### **SECTION 6.4 CLASSIFICATION PLAN**

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

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

Requests for changes in classification, salary increases or title changes will be forwarded by the employee's Department Head to the Human Resources Department within fifteen (15) days of receipt. Such requests will be responded to in writing within six (6) months of the date of receipt by the Human Resources Department unless the time limit is extended by mutual agreement. No response will be made to such a request if the position has been studied within one (1) year of the date of request.

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

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

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

## **SECTION 6.5 CONVENTION LEAVE**

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

## **SECTION 6.6 SENIORITY LIST**

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

## **SECTION 6.7 MILEAGE**

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

## **SECTION 6.8 DEFERRED COMPENSATION**

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

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

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

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

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

## **SECTION 6.9 MEAL ALLOWANCE**

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

(1) If an employee works more than one (1) hour before his or her regular shift, he or she shall receive a meal allowance of \$3.00. He or she shall also receive an additional meal allowance of \$3.00 for each additional period of four (4) hours before his regular shift, but in no event shall he or she receive two (2) meal allowances for the first two (2) periods if he or she works less than eight (8) hours of overtime.

(2) If an employee works more than two (2) hours beyond his or her regular shift, he shall receive a meal allowance of \$3.50. He or she shall also receive an additional allowance of \$3.50 for each additional period of four (4) hours after his or her regular shift, but in no event shall he or she receive two (2) meal allowances for the first two periods if he or she works less than eight (8) hours of overtime.

### **SECTION 6.10 SAFETY SHOES**

Effective Fiscal Year 2017-18 and thereafter, employees in the job classifications of Environmental Health Sanitarian 1 (#3509), Environmental Health Sanitarian 2 (#3410) and Public Health Sanitarian Inspector (#3501) only, shall be provided with one (1) pair of safety shoes of a cost up to eighty (80) dollars, inclusive of state sales tax, from an approved City vendor. The job classification of Environmental Health Sanitarian Trainee (#3508) is excluded from the provisions in Section 6.10.

### **SECTION 6.11 SALARY INCREMENTS**

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

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

### **SECTION 6.12 SALARY RATES IN TRANSFER, PROMOTION OR ASSIGNMENT**

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

Employees promoted or assigned to a position in a higher class shall receive an increase in pay of at least one (1) full growth step unless the maximum salary of the higher class is less than a full growth step above the employee's present salary. In such case the employee's salary shall be raised to the maximum.

In the case of assignments to a higher class, employees will receive the higher rate if the assignment is for one (1) week or more, or for a total period of forty (40) hours or more if required on a regular basis, and the payment will be retroactive to the beginning of such period.

Such payment will not be made: (1) when it is the normal responsibility of an employee to act for or perform the functions of an employee in another class because of absence (for example, when the class specification so provides, or when an assistant normally acts for a higher level supervisor); and (2) when it is not practical or possible for an employee to perform the full job of a higher class for a brief, temporary period of time.

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

When assignments are excluded by the above requirements, employees may be given temporary appointments to the higher class when the assignment exceeds three (3) weeks and when the full job can be performed by an employee serving in a temporary capacity.

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

### **SECTION 6.13 SUBSTANCE ABUSE POLICY**

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

### **SECTION 6.14 LABOR MANAGEMENT COMMITTEE**

~~Effective December 11, 2017 (the approval of the 2016-2020 Agreement), t~~The City and the Union agree to meet quarterly to discuss matters of concern, if requested by either party.

## **ARTICLE VII LAYOFF PROCEDURES**

### **SECTION 7.1 ORDER OF LAYOFF**

When a layoff is necessary in a particular classification, layoff of permanent employees within a department shall be made in inverse order of length of full-time continuous service with the City. Such layoffs shall be made by classification within a department as determined by the Department Head involved. No probationary or permanent employee shall be laid off from any position while any temporary employee is still employed in the same class in the department. In case of ties, the individual with the least seniority in



the class shall be the first laid off. Within sixty (60) days of the signing of this Agreement, the Union shall designate six (6) officers and/or area representatives who shall have super-seniority for purposes of this provision and send written notification of such designation to the Director of Human Resources. The Union shall notify the Director of Human Resources of any change in said officers and/or area representatives. Super-seniority shall be effective thirty (30) calendar days after the City's receipt of such notice.

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

## **SECTION 7.2 NOTICE OF LAYOFF**

A Department Head shall give written notice to the Director of Human Resources, the President of the City of Hartford Professional Employees Association, and to the employee concerned at his or her last known address, of any proposed layoff, at least three (3) weeks before the effective date of the layoff and two (2) weeks in cases where positions are grant funded.

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

## **SECTION 7.3 RECALL FROM LAYOFF**

On recall from layoff, the last employee in the class laid off from the City, shall be the first employee recalled to the class within the City. No new employee shall be hired into that class within the City until all affected full-time and probationary employees have been recalled. Employees on the recall list shall have the recall rights for a period equal to their seniority at the time of layoff, not to exceed two (2) years and only to the class within the City from which the employee was laid off, provided that the employee is able to perform the duties of the job, and provided further that the employee returns to the job within three (3) weeks after the City sends a notice of recall by certified mail to the employee at his or her last known address with a copy to the Union President.

An employee recalled to his or her same position held at the time of layoff will not be required to complete a new probationary period provided the employee successfully completed the probationary period for the position held at the time of layoff. An employee recalled to a position other than that held at the time of layoff will be required to serve a three (3) month probationary period, provided that such employee had previously completed a probationary period for the class to which he or she had been recalled.

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

## **ARTICLE VIII COVENANTS**

### **SECTION 8.1 LOCAL LEGISLATION**

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

### **SECTION 8.2 FEDERAL PROGRAMS**

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

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

### **SECTION 8.3 SAVING CLAUSE**

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

### **SECTION 8.4 EFFECTIVE DATES**

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

### **SECTION 8.5 DURATION**

The duration of this Agreement shall extend from July 1, 2016~~20~~ through June 30, 2024 and shall continue in effect thereafter unless amended, modified or terminated in accordance with this Section. Either party wishing to amend, modify or terminate this Agreement must so advise the other party in writing no later than one-hundred fifty (150) days prior to the expiration of this Agreement.

**SECTION 8.6 ENTIRE AGREEMENT**

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

IN WITNESS WHEREOF, the parties hereto have caused to be signed and sealed this Agreement and a like copy on this \_\_\_ day of \_\_\_\_\_ 2020/2021.

**CITY OF HARTFORD**

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

\_\_\_\_\_  
Luke Bronin, Mayor

\_\_\_\_\_  
Julius Preston, Staff Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Marlene Fleeting, Director  
Human Resources & Labor Relations

\_\_\_\_\_  
Maria Del Pilar Botero  
Union President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Negotiating Committee Member

\_\_\_\_\_  
Date

\_\_\_\_\_  
Negotiating Committee Member

---

Date

**As to form and legality**

**By:** \_\_\_\_\_  
Howard Rifkin  
Corporation Counsel

**Date:** \_\_\_\_\_

## APPENDIX A

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

~~Effective July 1, 2016, the salaries in effect on June 30, 2016 shall remain in effect through June 30, 2020.~~

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

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

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

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

**TO BE UPDATED IN ACCORDANCE WITH TENTATIVE AGREEMENT IF APPROVED BY CITY COUNCIL & MARB**  
**DATA PROCESSING SERIES – BI-WEEKLY RATES**

<u>Code</u>	<u>Class</u>	<u>Date</u>	<u>% Incr.</u>	<b>0</b> <u>Base</u> <u>Rate</u>	<b>1</b> <u>½ Year</u>	<b>2</b> <u>1 Year</u>	<b>3</b> <u>1½ Year</u>	<b>4</b> <u>2 Years</u>	<b>5</b> <u>3 Years</u>	<b>6</b> <u>4 Years</u>	<b>7</b> <u>5 Years</u>
0121	Junior Computer Programmer	July 1, 2016 to June 30, 2020	0.00%	1497.48	1572.35	1647.23	1722.10	1796.98	1871.85	1946.72	2021.60
0120	Computer Programmer	July 1, 2016 to June 30, 2020	0.00%	1821.03	1912.08	2003.13	2094.18	2185.24	2276.29	2367.34	2458.39
0328 0126	Microcomputer Technician System Analyst	July 1, 2016 to June 30, 2020	0.00%	2006.81	2107.15	2207.49	2307.83	2408.17	2508.51	2608.85	2709.19

## ENGINEERING SERIES – BI-WEEKLY RATES

<u>Code</u>	<u>Class</u>	<u>Date</u>	<u>% Incr.</u>	<u>0</u> <u>Base</u> <u>Rate</u>	<u>1</u> <u>½ Year</u>	<u>2</u> <u>1 Year</u>	<u>3</u> <u>1½ Year</u>	<u>4</u> <u>2 Years</u>	<u>5</u> <u>3 Years</u>	<u>6</u> <u>4 Years</u>	<u>7</u> <u>5 Years</u>
2005	Civil Engineer I	July 1, 2016 to June 30, 2020	0.00%	1821.03	1912.08	2003.13	2094.18	2185.24	2276.29	2367.34	2458.39
<u>Code</u>	<u>Class</u>	<u>Date</u>	<u>% Incr.</u>	<u>0</u> <u>Base</u> <u>Rate</u>	<u>1</u> <u>½ Year</u>	<u>2</u> <u>1 Year</u>	<u>3</u> <u>1½ Year</u>	<u>4</u> <u>2 Years</u>	<u>5</u> <u>3 Years</u>	<u>6</u> <u>4 Years</u>	<u>7</u> <u>5 Years</u>
2070	Building Plans Examiner (Through 1/18/17; See below for salary band effective 1/19/17)	July 1, 2017 to Jan. 18, 2017	0.00%	1875.80		1969.59		2063.38	2157.17	2250.96	2344.75
<u>Code</u>	<u>Class</u>	<u>Date</u>	<u>% Incr.</u>	<u>0</u> <u>Base</u> <u>Rate</u>	<u>1</u> <u>½ Year</u>	<u>2</u> <u>1 Year</u>	<u>3</u> <u>1½ Year</u>	<u>4</u> <u>2 Years</u>	<u>5</u> <u>3 Years</u>	<u>6</u> <u>4 Years</u>	<u>7</u> <u>5 Years</u>
2041	Architect I	July 1, 2016 to	0.00%	2006.81	2107.15	2207.49	2307.83	2408.17	2508.51	2608.85	2709.19
2006	Civil Engineer II	June 30, 2020									
		<u>Date</u>	<u>% Incr.</u>	<u>0</u> <u>Base</u> <u>Rate</u>	<u>1</u> <u>1 Year</u>	<u>2</u> <u>2 Years</u>	<u>3</u> <u>3 Years</u>	<u>4</u> <u>4 Years</u>	<u>5</u> <u>5 Years</u>	<u>6</u> <u>6 Years</u>	<u>7</u> <u>7 Years</u>
2060	Traffic Operation Engineer	July 1, 2016 to June 30, 2020	0.00%	2324.14	2440.35	2556.55	2672.76	2788.97	2905.18	3021.38	3137.59
		<u>Date</u>	<u>% Incr.</u>	<u>0</u> <u>Base</u> <u>Rate</u>	<u>1</u> <u>1 Year</u>	<u>2</u> <u>2 Years</u>	<u>3</u> <u>3 Years</u>	<u>4</u> <u>4 Years</u>	<u>5</u> <u>5 Years</u>		
2009	Mechanical Plans Examiner (Eff 1/19/17)	Jan. 19, 2017 to	0.00%	2154.25	2261.96	2369.68	2477.39	2585.10	2692.81		
2070	Building Plans Examiner (Eff 1/19/17)	June 30, 2020									
		<u>Date</u>	<u>% Incr.</u>	<u>0</u> <u>Base</u> <u>Rate</u>	<u>1</u> <u>1 Year</u>	<u>2</u> <u>2 Years</u>	<u>3</u> <u>3 Years</u>	<u>4</u> <u>4 Years</u>	<u>5</u> <u>5 Years</u>	<u>6</u> <u>6 Years</u>	<u>7</u> <u>7 Years</u>
2042	Architect II	July 1, 2016 to	0.00%	2566.94	2695.29	2823.63	2951.98	3080.33	3208.68	3337.02	3465.37
2010	Electrical Engineer	June 30, 2020									
6014	Landscape Architect										
2011	Structural Engineer										
2009	Mechanical Engineer (through 1/18/17); Changed title and moved to the salary band above effective 1/19/17)										

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

<u>Code</u>	<u>Class</u>	<u>Date</u>	<u>% Incr.</u>	<u>0</u> <u>Base</u> <u>Rate</u>	<u>1</u> <u>½ Year</u>	<u>2</u> <u>1 Year</u>	<u>3</u> <u>1½ Year</u>	<u>4</u> <u>2 Years</u>	<u>5</u> <u>3 Years</u>	<u>6</u> <u>4 Years</u>	<u>7</u> <u>5 Years</u>
3055	Clinic Nurse	July 1, 2016 to	0.00%	1654.46	1737.18	1819.91	1902.63	1985.35	2068.08	2150.80	2233.52
3315	Microbiologist	June 30, 2020									
3054	Pediatric Nurse										

<u>Code</u>	<u>Class</u>	<u>Date</u>	<u>% Incr.</u>	<u>0</u> <u>Base</u> <u>Rate</u>	<u>1</u> <u>½ Year</u>	<u>2</u> <u>1 Year</u>	<u>3</u> <u>1½ Year</u>	<u>4</u> <u>2 Years</u>	<u>5</u> <u>3 Years</u>	<u>6</u> <u>4 Years</u>	<u>7</u> <u>5 Years</u>
3061	Public Health Nurse	July 1, 2016 to	0.00%	1996.08	2095.88	2195.69	2295.49	2395.30	2495.10	2594.90	2694.71
		June 30, 2020									

**THIS SALARY RANGE TO BE UPDATED PURSUANT TO SECTION 3 OF THE TENTATIVE AGREEMENT**

<u>Code</u>	<u>Class</u>	<u>Date</u>	<u>% Incr.</u>	<u>0</u> <u>Base</u> <u>Rate</u>	<u>1</u> <u>½ Year</u>	<u>2</u> <u>1 Year</u>	<u>3</u> <u>1½ Year</u>	<u>4</u> <u>2 Years</u>	<u>5</u> <u>3 Years</u>	<u>6</u> <u>4 Years</u>	<u>7</u> <u>5 Years</u>
3316	Senior Microbiologist	July 1, 2016 to	0.00%	1821.03	1912.08	2003.13	2094.18	2185.24	2276.29	2367.34	2458.39
		June 30, 2020									



**PROFESSIONAL SERIES – BI-WEEKLY RATES**

<u>Code</u>	<u>Class</u>	<u>Date</u>	<u>% Incr.</u>	<b>0</b> <u>Base Rate</u>	<b>1</b> <u>½ Year</u>	<b>2</b> <u>1 Year</u>	<b>3</b> <u>1½ Year</u>	<b>4</b> <u>2 Years</u>	<b>5</b> <u>3 Years</u>	<b>6</b> <u>4 Years</u>	<b>7</b> <u>5 Years</u>
3501	Public Health Sanitarian Inspector	July 1, 2016 to June 30, 2020	0.00%	1386.80	1456.14	1525.48	1594.82	1664.16	1733.50	1802.84	1872.18

<u>Code</u>	<u>Class</u>	<u>Date</u>	<u>% Incr.</u>	<b>0</b> <u>Base Rate</u>	<b>1</b> <u>½ Year</u>	<b>2</b> <u>1 Year</u>	<b>3</b> <u>1½ Year</u>	<b>4</b> <u>2 Years</u>	<b>5</b> <u>3 Years</u>	<b>6</b> <u>4 Years</u>	<b>7</b> <u>5 Years</u>
0525	Administrative Analyst	July 1, 2016 to June 30, 2020	0.0%	1497.48	1572.35	1647.23	1722.10	1796.98	1871.85	1946.72	2021.60
0128	Employment & Training Analyst										
0312	Junior Accountant										
2016	Junior Planner										
3419	Nutritionist I										
0220	Property Control Officer										

<u>Code</u>	<u>Class</u>	<u>Date</u>	<u>% Incr.</u>	<b>0</b> <u>Base Rate</u>	<b>1</b> <u>½ Year</u>	<b>2</b> <u>1 Year</u>	<b>3</b> <u>1½ Year</u>	<b>4</b> <u>2 Years</u>	<b>5</b> <u>3 Years</u>	<b>6</b> <u>4 Years</u>	<b>7</b> <u>5 Years</u>
3620	Social Worker I	July 1, 2016 to June 30, 2020	0.00%	1517.25	1593.11	1668.98	1744.84	1820.70	1896.56	1972.43	2048.29

<u>Code</u>	<u>Class</u>	<u>Date</u>	<u>% Incr.</u>	<b>0</b> <u>Base Rate</u>	<b>1</b> <u>½ Year</u>	<b>2</b> <u>1 Year</u>	<b>3</b> <u>1½ Year</u>	<b>4</b> <u>2 Years</u>	<b>5</b> <u>3 Years</u>	<b>6</b> <u>4 Years</u>	<b>7</b> <u>5 Years</u>
3640	Crisis Intervention Specialist (Pol.)	July 1, 2016 to June 30, 2020	0.00%	1599.69	1679.67	1759.66	1839.64	1919.63	1999.61	2079.60	2159.58
3639	Day Care Specialist										
0040	Housing Counselor										
0015	Loan Specialist										
0016	Rental Examiner										

<u>Code</u>	<u>Class</u>	<u>Date</u>	<u>% Incr.</u>	<b>0</b> <u>Base Rate</u>	<b>1</b> <u>1 Year</u>	<b>2</b> <u>2 Years</u>	<b>3</b> <u>3 Years</u>	<b>4</b> <u>4 Years</u>	<b>5</b> <u>5 Years</u>	<b>6</b> <u>6 Years</u>
0356	Tax Investigator	July 1, 2016 to June 30, 2020	0.00%	2058.29	2161.20	2264.12	2367.03	2469.95	2572.86	2675.78

<u>Code</u>	<u>Class</u>	<u>Date</u>	<u>% Incr.</u>	<b>0</b> <u>Base Rate</u>	<b>1</b> <u>½ Year</u>	<b>2</b> <u>1 Year</u>	<b>3</b> <u>1½ Year</u>	<b>4</b> <u>2 Years</u>	<b>5</b> <u>3 Years</u>	<b>6</b> <u>4 Years</u>	<b>7</b> <u>5 Years</u>
3626	Field Representative	July 1, 2016 to June 30, 2020	0.00%	1660.11	1743.12	1826.12	1909.13	1992.13	2075.14	2158.14	2241.15

**PROFESSIONAL SERIES – BI-WEEKLY RATES**

	<u>Date</u>	<u>% Incr.</u>	<b>0</b> <u>Base Rate</u>	<b>1</b> <u>½ Year</u>	<b>2</b> <u>1 Year</u>	<b>3</b> <u>1½ Year</u>	<b>4</b> <u>2 Years</u>	<b>5</b> <u>3 Years</u>		
0027	Zoning Assistant	July 1, 2016 to June 30, 2020	0.00%	1734.08	1820.78	1907.49	1994.19	2080.90	2167.60	
0211	Buyer	July 1, 2016 to June 30, 2020	0.00%	1734.08	1820.78	1907.49	1994.19	2080.90	2167.60	2254.30 2341.01
0358	Training Assistant	July 1, 2016 to June 30, 2020	0.00%	1754.97	1842.72	1930.47	2018.22	2105.96	2193.71	2281.46 2369.21
3508	Environmental Health Sanitarian Trainee	July 1, 2016 to June 30, 2020	0.00%	1748.74	1836.18	1923.61	2011.05			
3509	Environmental Health Sanitarian 1	July 1, 2016 to June 30, 2020	0.00%	1925.70	2021.99	2118.27	2214.56	2310.84	2407.13	
3510	Environmental Health Sanitarian 2	July 1, 2016 to June 30, 2020	0.00%	2058.29	2161.20	2264.12	2367.03	2469.95	2572.86	2675.78

**PROFESSIONAL SERIES – BI-WEEKLY RATES**

			<b>0</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>
	<u>Date</u>		<u>Base Rate</u>	<u>½ Year</u>	<u>1 Year</u>	<u>1½ Year</u>	<u>2 Years</u>	<u>3 Years</u>	<u>4 Years</u>	<u>5 Years</u>
3511	Public Health Preparedness Coordinator	July 1, 2016 to June 30, 2020	0.00% 1762.87	1851.01	1939.16	2027.30	2115.44	2203.59	2291.73	2379.87
3724	Child Development Specialist	July 1, 2016 to June 30, 2020	0.00% 1821.03	1912.08	2003.13	2094.18	2185.24	2276.29	2367.34	2458.39
0352	Elderly Services Employment Specialist									
0348	Employment & Training Specialist									
3606	Medical Social Worker									
3605	Senior Social Worker	July 1, 2016 to June 30, 2020	0.00% 1844.18	1936.39	2028.60	2120.81	2213.02	2305.23	2397.43	2489.64
0313	Accountant	July 1, 2016 to June 30, 2020	0.00% 1858.30	1951.22	2044.13	2137.05	2229.96	2322.88	2415.79	2508.71
0342	Assessment Technician	July 1, 2016 to June 30, 2020	0.00% 1909.13	2004.59	2100.04	2195.50	2290.96	2386.41	2481.87	2577.33
3535	Biostatistician									
0527	Senior Admin Analyst									
0349	Senior Employment & Training Specialist									
2017	Senior Planner									

**PROFESSIONAL SERIES – BI-WEEKLY RATES**

			<u>0</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>
	<u>Date</u>	<u>%</u>	<u>Base</u>	<u>1 Year</u>	<u>2 Years</u>	<u>3 Years</u>	<u>4 Years</u>	<u>5 Years</u>	<u>6 Years</u>
		<u>Incr.</u>	<u>Rate</u>						
5071 0326	Crime Analyst (Created 8/18/11) Cyber Information Forensic Specialist (Created 10/2015)		2058.29	2161.20	2264.12	2367.03	2469.95	2572.86	2675.78

**THIS SALARY RANGE TO BE UPDATED PURSUANT TO SECTION 3 OF THE TENTATIVE AGREEMENT**

			<u>0</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>
	<u>Date</u>	<u>%</u>	<u>Base</u>	<u>½ Year</u>	<u>1 Year</u>	<u>1½ Year</u>	<u>2 Years</u>	<u>3 Years</u>	<u>4 Years</u>	<u>5 Years</u>
		<u>Incr.</u>	<u>Rate</u>							
5090 5089	Juvenile Specialist Re-Entry Services Specialist (Created 11/2019)		2006.81	2107.15	2207.49	2307.83	2408.17	2508.51	2608.85	2709.19

<u>Code</u>	<u>Class</u>		<u>0</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>
		<u>Date</u>	<u>Base</u>	<u>1 Year</u>	<u>2 Years</u>	<u>3 Years</u>	<u>4 Years</u>	<u>5 Years</u>	<u>6 Years</u>	<u>7 Years</u>
		<u>%</u>	<u>Rate</u>							
0574	Neighborhood Development Specialist	July 1, 2016 to June 30, 2020	2070.62	2174.15	2277.68	2381.21	2484.74	2588.28	2691.81	2795.34

			<u>0</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>
	<u>Date</u>	<u>%</u>	<u>Base</u>	<u>1 Year</u>	<u>2 Years</u>	<u>3 Years</u>	<u>4 Years</u>	<u>5 Years</u>	<u>6 Years</u>	<u>7 Years</u>
		<u>Incr.</u>	<u>Rate</u>							
2028 0576	Project Manager I Neighborhood Development Specialist II	July 1, 2016 to June 30, 2020	2476.62	2600.45	2724.28	2848.11	2971.94	3095.78	3219.61	3343.44

			<u>0</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>
	<u>Date</u>	<u>%</u>	<u>Base</u>	<u>1 Year</u>	<u>2 Years</u>	<u>3 Years</u>	<u>4 Years</u>	<u>5 Years</u>	<u>6 Years</u>	<u>7 Years</u>
		<u>Incr.</u>	<u>Rate</u>							
2021	Urban Planner	July 1, 2016 to June 30, 2020	2566.94	2695.29	2823.63	2951.98	3080.33	3208.68	3337.02	3465.37

			<u>0</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>
	<u>Date</u>	<u>%</u>	<u>Base</u>	<u>1 Year</u>	<u>2 Years</u>	<u>3 Years</u>	<u>4 Years</u>	<u>5 Years</u>	<u>6 Years</u>
		<u>Incr.</u>	<u>Rate</u>						
4030 4029	Zoning Enforcement Officer (Created 07/18/18) Blight Remediation Enforcement Official (Created 01/23/17)	July 1, 2016 to June 30, 2020	2566.94	2695.29	2823.63	2951.98	3080.33	3208.68	3337.02

## APPENDIX B

EFFECTIVE JULY 1, 2018 CIGNA HDHP 1500/3000 PLAN

### SUMMARY OF BENEFITS



**Cigna Health and Life Insurance Co.**  
**For – City of Hartford**  
**Choice Fund Open Access Plus HSA Plan**

**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.

**Your coverage includes a health savings account that you can use to pay for eligible out-of-pocket expenses.**

**Employer Contribution**

Employee—\$750  
 Family—\$1,500

Plan Highlights	In-Network	Out-of-Network
<b>Lifetime Maximum</b>	Unlimited	Unlimited
<b>Coinsurance</b>	Your plan pays 90%	Your plan pays 70%
<b>Maximum Reimbursable Charge</b>	Not Applicable	250%
<b>Contract Year Deductible</b>	Individual: \$1,500 Family: \$3,000	Individual: \$3,000 Family: \$6,000
<ul style="list-style-type: none"> <li>— The amount you pay for all covered expenses counts toward both your in-network and out-of-network deductibles.</li> <li>— Plan deductible always applies before any copay or coinsurance.</li> <li>— All eligible family members contribute towards the family plan deductible. Once the family deductible has been met, the plan will pay each eligible family member's covered expenses based on the coinsurance level specified by the plan.</li> <li>— This plan includes a combined Medical/Pharmacy deductible.</li> </ul> <p><b>Note:</b> Services where plan deductible applies are noted with a caret (^).</p>		

Plan Highlights	In-Network	Out-of-Network
<b>Contract Year Out-of-Pocket Maximum</b>	Individual: \$2,500 Individual — In a Family: \$2,500 Family: \$5,000	Individual: \$7,350 Individual — In a Family: \$7,350 Family: \$14,700
<ul style="list-style-type: none"> <li>— The amount you pay for all covered expenses counts toward both your in-network and out-of-network out-of-pocket maximums.</li> <li>— Plan deductible contributes towards your out-of-pocket maximum.</li> <li>— Mental Health and Substance Use Disorder covered expenses contribute towards your out-of-pocket maximum.</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>		
Benefit	In-Network	Out-of-Network
<b>Physician Services</b>		
<b>Physician Office Visit — Primary Care Physician (PCP)/Specialist</b> — All services including Lab & X-ray	After the plan deductible is met, your plan pays 90%	After the plan deductible is met, your plan pays 70%
<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 — PCP</b>	After the plan deductible is met, your plan pays 90%	After the plan deductible is met, your plan pays 70%
<b>Surgery Performed in Physician's Office — Specialist</b>	After the plan deductible is met, your plan pays 90%	After the plan deductible is met, your plan pays 70%
<b>Allergy Treatment/Injections Performed in Physician's Office PCP</b>	After the plan deductible is met, your plan pays 90%	After the plan deductible is met, your plan pays 70%
<b>Allergy Treatment/Injections Performed in Specialist Office</b>	After the plan deductible is met, your plan pays 90%	After the plan deductible is met, your plan pays 70%
<b>Allergy Serum — PCP</b>	After the plan deductible is met, your plan pays 90%	After the plan deductible is met, your plan pays 70%
<b>Allergy Serum — Specialist</b> — Dispensed by the physician in the office	After the plan deductible is met, your plan pays 90%	After the plan deductible is met, your plan pays 70%
<b>Cigna Telehealth Connection Services</b>	After the plan deductible is met, your plan pays 90%	Not Covered
— Includes charges for the delivery of medical and health-related consultations via secure telecommunications technologies, telephones and internet only when delivered by contracted medical telehealth providers (see details on myCigna.com)		

Benefit	In-Network	Out-of-Network
<b>Preventive Care</b>		
<b>Preventive Care</b>  — 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.	Plan pays 100%	PCP: After the plan deductible is met, your plan pays 70% Specialist: After the plan deductible is met, your plan pays 70%
<b>Immunizations</b> (includes travel immunizations)	Plan pays 100%	PCP: After the plan deductible is met, your plan pays 70% Specialist: After the plan deductible is met, your plan pays 70%
<b>Mammogram, PAP, and PSA Tests</b>  — Coverage includes the associated Preventive Outpatient Professional Services. — Diagnostic-related services are covered at the same level of benefits as other x-ray and lab services, based on place of service.	Plan pays 100%	Plan pays based on place of service.
<b>Inpatient</b>		
<b>Inpatient Hospital Facility</b>	After the plan deductible is met, your plan pays 90%	After the plan deductible is met, your plan pays 70%
<b>Semi-Private Room:</b> In-Network: Limited to the semi-private negotiated rate / Out-of-Network: Limited to semi-private rate <b>Private Room:</b> In-Network: Limited to the semi-private negotiated rate / Out-of-Network: Limited to semi-private rate <b>Special Care Units (Intensive Care Unit (ICU), Critical Care Unit (CCU)):</b> In-Network: Limited to the negotiated rate / Out-of-Network: Limited to ICU/CCU daily room rate		
<b>Inpatient Hospital Physician's Visit/Consultation</b>	After the plan deductible is met, your plan pays 90%	After the plan deductible is met, your plan pays 70%
<b>Inpatient Professional Services</b>  — For services performed by Surgeons, Radiologists, Pathologists and Anesthesiologists	After the plan deductible is met, your plan pays 90%	After the plan deductible is met, your plan pays 70%

Benefit	In-Network	Out-of-Network
<b>Outpatient</b>		
<b>Outpatient Facility Services</b>	After the plan deductible is met, your plan pays 90%	After the plan deductible is met, your plan pays 70%
<b>Outpatient Professional Services</b> — For services performed by Surgeons, Radiologists, Pathologists and Anesthesiologists	After the plan deductible is met, your plan pays 90%	After the plan deductible is met, your plan pays 70%
<b>Short-Term Rehabilitation – Specialist</b>  Contract Year Maximums: — Pulmonary Rehabilitation & Cognitive Therapy – Unlimited Physical Therapy, Speech Therapy, Occupational Therapy and Chiropractic Care — 100 days combined on a contract year — Limits are not applicable to mental health conditions for Physical, Speech and Occupational therapies.	After the plan deductible is met, your plan pays 90%	After the plan deductible is met, your plan pays 70%
<b>Note:</b> Therapy days, provided as part of an approved Home Health Care plan, accumulate to the applicable outpatient short term rehab therapy maximum.		
<b>Cardiac Rehabilitation</b> — Cardiac Rehabilitation — 36 days	After the plan deductible is met, your plan pays 90%	After the plan deductible is met, your plan pays 70%
<b>Note:</b> Therapy days, provided as part of an approved Home Health Care plan, accumulate to the applicable outpatient short term rehab therapy maximum.		
<b>Chiropractic Care</b> — Physical Therapy, Speech Therapy, Occupational Therapy and Chiropractic Care — 100 days combined on a contract year	After the plan deductible is met, your plan pays 90%	After the plan deductible is met, your plan pays 70%
<b>Note:</b> Therapy days, provided as part of an approved Home Health Care plan, accumulate to the applicable outpatient short term rehab therapy maximum.		
<b>Other Health Care Facilities/Services</b>		
<b>Home Health Care</b> (includes outpatient private duty nursing subject to medical necessity) — Unlimited days maximum per Contract Year — 16 hour maximum per day  <b>Home Health Aide</b> – 80 days per Contract Year	After the plan deductible is met, your plan pays 90%	After the plan deductible is met, your plan pays 70%
<b>Outpatient Private Duty Nursing</b> — \$15,000 maximum per Contract Year	After the plan deductible is met, your plan pays 90%	After the plan deductible is met, your plan pays 70%
<b>Skilled Nursing Facility, Rehabilitation Hospital, Sub-Acute Facility</b> — 120 days maximum per Contract Year	After the plan deductible is met, your plan pays 90%	After the plan deductible is met, your plan pays 70%
<b>Durable Medical Equipment</b> — Unlimited maximum per Contract Year	After the plan deductible is met, your plan pays 90%	After the plan deductible is met, your plan pays 70%
<b>Breast Feeding Equipment and Supplies</b> — Limited to the rental of one breast pump per birth as ordered or prescribed by a physician — Includes related supplies	Your plan pays 100%	After the plan deductible is met, your plan pays 70%



Benefit	In-Network	Out-of-Network
<b>External Prosthetic Appliances (EPA)</b>  — Unlimited maximum per Contract Year	After the plan deductible is met, your plan pays 90%	After the plan deductible is met, your plan pays 70%
<b>Routine Hearing Exams</b>  — One exam every Contract Year	After the plan deductible is met, your plan pays 90%	After the plan deductible is met, your plan pays 70%
<b>Hearing Aid</b>  — Unlimited coverage per Contract Year	After the plan deductible is met, your plan pays 90%	After the plan deductible is met, your plan pays 70%
<b>Routine Vision Exams</b>  — One exam and refraction every Contract Year	After the plan deductible is met, your plan pays 90%	After the plan deductible is met, your plan pays 70%
<b>Wigs</b>  — Covered for a Cancer diagnosis — 1 per contract year	After the plan deductible is met, your plan pays 90%	After the plan deductible is met, your plan pays 70%
<b>Medical Specialty Drugs</b>		
<b>Inpatient</b> — This benefit applies to the cost of the Infusion Therapy drugs administered in an Inpatient Facility. This benefit does not cover the related Facility or Professional charges.	After the plan deductible is met, your plan pays 90%	After the plan deductible is met, your plan pays 70%
<b>Outpatient Facility Services</b> — This benefit applies to the cost of the Infusion Therapy drugs administered in an Outpatient Facility. This benefit does not cover the related Facility or Professional charges.	After the plan deductible is met, your plan pays 90%	After the plan deductible is met, your plan pays 70%
<b>Physician's Office</b> — This benefit applies to the cost of targeted Infusion Therapy drugs administered in the Physician's Office. This benefit does not cover the related Office Visit or Professional charges.	After the plan deductible is met, your plan pays 90%	After the plan deductible is met, your plan pays 70%
<b>Home</b> — This benefit applies to the cost of targeted Infusion Therapy drugs administered in the patient's home. This benefit does not cover the related Professional charges.	After the plan deductible is met, your plan pays 90%	After the plan deductible is met, your plan pays 70%

## Place of Service - your plan pays based on where you receive services

Note: Services where plan deductible applies are noted with a caret (^).

Benefit	Physician's Office		Independent Lab		Emergency Room/ Urgent Care Facility		Outpatient Facility	
	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network
<b>Laboratory</b>	Plan pays 90% Δ	Plan pays 70% Δ	Plan pays 90% Δ	Plan pays 70% Δ	Plan pays 90% Δ	Plan pays 90% Δ	Plan pays 90% Δ	Plan pays 70% Δ
<b>Radiology</b>	Plan pays 90% Δ	Plan pays 70% Δ	Not Applicable	Not Applicable	Plan pays 90% Δ	Plan pays 90% Δ	Plan pays 90% Δ	Plan pays 70% Δ
<b>Advanced Radiology Imaging</b>	Plan pays 90% Δ	Plan pays 70% Δ	Not Applicable	Not Applicable	Plan pays 90% Δ	Plan pays 90% Δ	Plan pays 90% Δ	Plan pays 70% Δ

Advanced Radiology Imaging (ARI) includes MRI, MRA, CAT Scan, PET Scan, etc.

Note: All lab and x-ray services, including ARI, provided at Inpatient Hospital are covered under Inpatient Hospital benefit

Benefit	Emergency Room / Urgent Care Facility		Outpatient Professional Services		*Ambulance	
	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network
<b>Emergency Care</b>	Plan pays 90% Δ		Plan pays 90% Δ		Plan pays 90% Δ	
<b>Urgent Care</b>	Plan pays 90% Δ		Plan pays 90% Δ		Plan pays 90% Δ	

\*Ambulance services used as non-emergency transportation (e.g., transportation from hospital back home) generally are not covered.

Benefit	Inpatient Hospital and Other Health Care Facilities		Outpatient Services	
	In-Network	Out-of-Network	In-Network	Out-of-Network
<b>Hospice</b>	Plan pays 90% Δ	Plan pays 70% Δ	Plan pays 90% Δ	Plan pays 70% Δ
<b>Bereavement Counseling</b>	Plan pays 90% Δ	Plan pays 70% Δ	Plan pays 90% Δ	Plan pays 70% Δ

Note: Services provided as part of Hospice Care Program

Note: Services where plan deductible applies are noted with a caret (^).

Benefit	Initial Visit to Confirm Pregnancy		Global Maternity Fee (All Subsequent Prenatal Visits, Postnatal Visits and Physician's Delivery Charges)		Office Visits in Addition to Global Maternity Fee (Performed by OB/GYN or Specialist)		Delivery - Facility (Inpatient Hospital, Birthing Center)	
	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network
<b>Maternity</b>	Plan pays 90% Δ	Plan pays 70% Δ	Plan pays 90% Δ	Plan pays 70% Δ	Plan pays 90% Δ	Plan pays 70% Δ	Plan pays 90% Δ	Plan pays 70% Δ

Note: Services where plan deductible applies are noted with a caret (^).

Benefit	Physician's Office		Inpatient Facility		Outpatient Facility		Inpatient Professional Services		Outpatient Professional Services	
	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network
<b>Abortion</b> (Elective and non-elective procedures)	Plan pays 90% <sup>Δ</sup>	Plan pays 70% <sup>Δ</sup>	Plan pays 90% <sup>Δ</sup>	Plan pays 70% <sup>Δ</sup>	Plan pays 90% <sup>Δ</sup>	Plan pays 70% <sup>Δ</sup>	Plan pays 90% <sup>Δ</sup>	Plan pays 70% <sup>Δ</sup>	Plan pays 90% <sup>Δ</sup>	Plan pays 70% <sup>Δ</sup>
<b>Family Planning- Men's Services</b>	Covered same as plan's Physician's Office Services	Covered same as plan's Physician's Office Services	Plan pays 90% <sup>Δ</sup>	Plan pays 70% <sup>Δ</sup>	Plan pays 90% <sup>Δ</sup>	Plan pays 70% <sup>Δ</sup>	Plan pays 90% <sup>Δ</sup>	Plan pays 70% <sup>Δ</sup>	Plan pays 90% <sup>Δ</sup>	Plan pays 70% <sup>Δ</sup>
Includes surgical services, such as vasectomy										
<b>Family Planning- Women's Services</b>	Plan pays 100%	Covered same as plan's Physician's Office Services	Plan pays 100%	Plan pays 70% <sup>Δ</sup>	Plan pays 100%	Plan pays 70% <sup>Δ</sup>	Plan pays 100%	Plan pays 70% <sup>Δ</sup>	Plan pays 100%	Plan pays 70% <sup>Δ</sup>
Includes surgical services, such as tubal ligation Contraceptive devices as ordered or prescribed by a physician.										
<b>Infertility</b>	Covered same as plan's Physician's Office Services	Covered same as plan's Physician's Office Services	Plan pays 90% <sup>Δ</sup>	Plan pays 70% <sup>Δ</sup>	Plan pays 90% <sup>Δ</sup>	Plan pays 70% <sup>Δ</sup>	Plan pays 90% <sup>Δ</sup>	Plan pays 70% <sup>Δ</sup>	Plan pays 90% <sup>Δ</sup>	Plan pays 70% <sup>Δ</sup>
Infertility covered services: lab and radiology test, counseling, surgical treatment, includes artificial insemination, in-vitro fertilization, GIFT, ZIFT, etc. Unlimited lifetime maximum										
<b>TMJ, Surgical and Non-Surgical</b>	Covered same as plan's Physician's Office Services	Covered same as plan's Physician's Office Services	Plan pays 90% <sup>Δ</sup>	Plan pays 70% <sup>Δ</sup>	Plan pays 90% <sup>Δ</sup>	Plan pays 70% <sup>Δ</sup>	Plan pays 90% <sup>Δ</sup>	Plan pays 70% <sup>Δ</sup>	Plan pays 90% <sup>Δ</sup>	Plan pays 70% <sup>Δ</sup>
Services provided on a case-by-case basis. Always excludes appliances & orthodontic treatment. Subject to medical necessity. Unlimited maximum per lifetime										

Benefit	Physician's Office		Inpatient Facility		Outpatient Facility		Inpatient Professional Services		Outpatient Professional Services	
	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network
<b>Bariatric Surgery</b>	Plan pays 90% <sup>Δ</sup>	Plan pays 70% <sup>Δ</sup>	Plan pays 90% <sup>Δ</sup>	Plan pays 70% <sup>Δ</sup>	Plan pays 90% <sup>Δ</sup>	Plan pays 70% <sup>Δ</sup>	Plan pays 90% <sup>Δ</sup>	Plan pays 70% <sup>Δ</sup>	Plan pays 90% <sup>Δ</sup>	Plan pays 70% <sup>Δ</sup>

**Surgeon Charges Lifetime Maximum: Unlimited**

Treatment of clinically severe obesity, as defined by the body mass index (BMI) is covered.

The following are excluded:

- 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.
- weight loss programs or treatments, whether prescribed or recommended by a physician or under medical supervision

Note: Services where plan deductible applies are noted with a caret (^).

Benefit	Inpatient Hospital Facility			Inpatient Professional Services		
	Cigna LifeSOURCE Transplant Network <sup>®</sup> Facility In-Network	Non-Lifesource Facility In-Network	Out-of-Network	Cigna LifeSOURCE Transplant Network <sup>®</sup> Facility In-Network	Non-Lifesource Facility In-Network	Out-of-Network
<b>Organ Transplants</b>	Plan pays 100% <sup>Δ</sup>	Plan pays 90% <sup>Δ</sup>	Plan pays 70% <sup>Δ</sup>	Plan pays 100% <sup>Δ</sup>	Plan pays 90% <sup>Δ</sup>	Plan pays 70% <sup>Δ</sup>

— Travel Maximum – \$15,000 maximum per Transplant

Note: Services where plan deductible applies are noted with a caret (^).

Benefit	Inpatient		Outpatient – Physician's Office		Outpatient – All Other Services	
	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network
<b>Mental Health</b>	Plan pays 90% <sup>Δ</sup>	Plan pays 70% <sup>Δ</sup>	Plan pays 90% <sup>Δ</sup>	Plan pays 70% <sup>Δ</sup>	Plan pays 90% <sup>Δ</sup>	Plan pays 70% <sup>Δ</sup>
<b>Substance Use Disorder</b>	Plan pays 90% <sup>Δ</sup>	Plan pays 70% <sup>Δ</sup>	Plan pays 90% <sup>Δ</sup>	Plan pays 70% <sup>Δ</sup>	Plan pays 90% <sup>Δ</sup>	Plan pays 70% <sup>Δ</sup>

Note: Services where plan deductible applies are noted with a caret (^).

Notes: Detox is covered under medical.

- Unlimited maximum per Contract Year
- Services are paid at 100% after you reach your out-of-pocket maximum
- Inpatient includes Residential Treatment
- Outpatient includes Individual, Intensive Outpatient, Behavioral Telehealth Consultation, and Group Therapy; also Partial Hospitalization

## Mental Health and Substance Use Disorder Services

### Mental Health/Substance Use Disorder Utilization Review, Case Management and Programs

Cigna Total Behavioral Health - Inpatient and Outpatient Management

- Inpatient utilization review and case management
- Outpatient utilization review and case management
- Partial Hospitalization
- Intensive outpatient programs
- Changing Lives by Integrating Mind and Body Program
- Lifestyle Management Programs: Stress Management, Tobacco Cessation and Weight Management.

## Pharmacy

Pharmacy benefits not provided by Cigna

## 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

Included

### eVisits

Relay Health provides an online consultation service, or “eVisit,” with doctors. The eVisit guides patients through an interactive interview that delivers to doctors the information they need to respond to non-urgent conditions. Individuals pay a predetermined copay or coinsurance based on their benefit plan design. After the eVisit is completed, a claim is automatically submitted to Cigna for reimbursement.

#### Health Advisor — A

Support for healthy and at-risk individuals to help them stay healthy

- Health Assessments
- Health and Wellness Coaching
- Gaps in Care Coaching
- Treatment Decision Support
- Educate and Refer

Included

## Additional Information

### Maximum Reimbursable Charge

Out-of-network services are subject to a Contract Year deductible and maximum reimbursable charge limitations. Payments made to health care professionals not participating in Cigna's network are determined based on the lesser of: the health care professional's normal charge for a similar service or supply, or a percentage (250%) of a fee schedule developed by Cigna that is based on a methodology similar to one used by Medicare to determine the allowable fee for the same or similar service in a geographic area. In some cases, the Medicare-based fee schedule is not used, and the maximum reimbursable charge for covered services is determined based on the lesser of: the health care professional's normal charge for a similar service or supply, or the amount charged for that service by 80% of the health care professionals in the geographic area where it is received. The health care professional may bill the customer the difference between the health care professional's normal charge and the Maximum Reimbursable Charge as determined by the benefit plan, in addition to applicable deductibles, co-payments and coinsurance.

### 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) 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);
- (b) 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.

When a person is eligible for Medicare A and B as described above, this plan will pay as the Secondary Plan to Medicare Part A and B **regardless if the person is actually enrolled in Medicare Part A and/or Part B and regardless if the person seeks care at a Medicare Provider or not for Medicare covered services.**

### 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 - PHS Inpatient

required for all inpatient admissions In-

Network: Coordinated by your physician  
Out-of-Network: Customer is responsible for contacting Cigna Healthcare. Subject to penalty/reduction or denial for non-compliance.

- The lesser of 50% or \$500 penalty applied to hospital inpatient charges for failure to contact Cigna Healthcare to precertify admission.
- Benefits are denied for any admission reviewed by Cigna Healthcare and not certified.
- Benefits are denied for any additional days not certified by Cigna Healthcare.

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

## 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** – After you've reached your deductible, you and your plan share some of your medical costs. 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.

**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.

## Exclusions

- ~~— Treatment of an Injury or Sickness which is due to war, declared, or undeclared.~~
- ~~— Charges arising out of or related 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 therapies or devices that are determined by the utilization review Physician to be:
  - ~~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; Not approved by the U.S. Food and Drug Administration (FDA) or other appropriate regulatory agency to be lawfully marketed for the proposed use; the subject of review or approval by an Institutional Review Board for the proposed use except as provided in the "Clinical Trials" section of this plan; or 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" section(s) of this plan. Subject to review or approval by an Institutional Review Board for the proposed use except as provided in the "Clinical Trials" section of this plan.~~~~
- ~~— Cosmetic surgery and therapies. Defined as surgery or therapy performed to improve or alter appearance.~~
- ~~— The following services are excluded from coverage regardless of clinical indications: Acupressure; Dance therapy, Movement therapy; Applied kinesiology; Rolting; 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, 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 sound natural teeth are covered provided a continuous course of dental treatment is started within six months of an accident. Sound natural teeth are defined as natural teeth that are free of active clinical decay, have at least 50% bony support and are functional in the arch.~~
- ~~— 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, 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 unless otherwise specified in the summary.~~
- ~~— Personal or comfort items such as personal care kits provided on admission to a Hospital, television, telephone, 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, prerecorded speech devices, laptop computers, desktop computers, Personal Digital Assistants (PDAs), Braille typewriters, visual alert systems for the deaf and memory books.~~



## Exclusions

- Eyeglass lenses and frames and contact lenses (except for the first pair of contact lenses for treatment of keratoconus or post cataract surgery and for an accidental injury to eyes) including Lasik surgery.
- Treatment by acupuncture.
- 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.
- 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.
- Cosmetics, dietary supplements and health and beauty aids.
- All nutritional supplements and formulae except for infant formula needed for the treatment of inborn errors of metabolism.
- 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 the benefit section.
- Massage Therapy
- 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 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 Service (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 Service, 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 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.
- Membership costs or fees associated with health clubs, weight loss programs and smoking cessation programs.
- Orthotics, surgical stocking, compression socks, and support leotards.
- Vision Therapy/Orthoptic training.
- Over the Counter medications.
- Weight Control Drugs
- Oral Surgery to remove impacted teeth
- Periodontal and Osseous procedures
- Lasik Surgery and Radial Keratotomy

### **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 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. This summary provides additional information not provided in the Summary of Benefits and Coverage document required by the Federal Government.



# Your Personal Prescription Benefit Program

## Option 40-CHPEA HSA Plan

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

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

	<b>CVS Caremark Retail Pharmacy Network</b> For short-term medications (Up to a 30-day supply)	<b>Maintenance Medications</b> For long-term medications (Up to a 90-day supply) (Mandatory Mail or State of CT Maintenance)
<b>Where</b>	The CVS Caremark Retail Network includes more than 68,000 participating pharmacies nationwide, including independent pharmacies, chain pharmacies, and 9,600 CVS Pharmacy locations. To locate a CVS Caremark participating retail network pharmacy in your area, simply click on "Find a Pharmacy" at <a href="http://www.caremark.com">www.caremark.com</a> or call a Customer Care representative toll-free at 1-877-461-0101.	You have the convenience of getting your long-term medications through CVS Caremark Mail Service Pharmacy or dispensed at one of our 9,600 CVS Pharmacy locations as well as a retail pharmacy that participates in the State of Connecticut Maintenance Drug Network. When you use CVS Caremark Mail Service Pharmacy, your medications can be sent directly to your home or office.
<b>Generic Medications</b> Ask your doctor or other prescriber if there is a generic available, as these generally cost less.	<b>\$5</b> for a generic prescription	<b>\$10</b> for a generic prescription
<b>Preferred Brand-Name Medications</b> If a generic is not available or appropriate, ask your doctor or healthcare provider to prescribe from your plan's preferred drug list.	<b>\$20</b> for a preferred brand-name prescription	<b>\$40</b> for a preferred brand-name prescription
<b>Non-Preferred Brand-Name Medications</b> You will pay the most for medications not on your plan's preferred drug list.	<b>\$40</b> for a non-preferred brand-name prescription	<b>\$80</b> for a non-preferred brand-name prescription
<b>Refill Limit</b>	One	None
<b>Annual Deductible</b>	\$1,500 individual / \$3,000 family (combined with medical)	
<b>Maximum Out-of-Pocket</b>	\$2,500 individual / \$5,000 family (combined with medical)	
<b>Web Services</b>	Register at <a href="http://www.caremark.com">www.caremark.com</a> to access tools that can help you save money and manage your prescription benefit. To register, have your Prescription Card ready.	
<b>Customer Care</b>	Visit <a href="http://www.caremark.com">www.caremark.com</a> or call toll-free at 1-877-461-0101.	
<b>Please Note: When a generic is available, but the pharmacy dispenses the brand-name medication for any reason, you will pay the difference between the brand-name medication and the generic plus the brand copayment.</b>		

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

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

NUBAAG



# Frequently Asked Questions

## ABOUT THE CVS CAREMARK RETAIL NETWORK

### Do I only have to use a CVS Pharmacy?

For maintenance medications (long-term), you are allowed one 30-day fill only at any participating retail pharmacy. After the first 30-day fill, you must fill your prescription through the CVS Caremark Mail Service Pharmacy, CVS Pharmacy or other pharmacies that participate in the State of Connecticut Maintenance Drug Network. A full list of pharmacies in the maintenance drug network can be found on the Comptroller's website at [www.osc.ct.gov](http://www.osc.ct.gov).

## ABOUT MAIL SERVICE and the STATE OF CONNECTICUT MAINTENANCE DRUG NETWORK

### Where can I fill maintenance prescriptions?

The choice is yours. You can order 90-day supplies of maintenance medications at:

**Mail Service:** Register for mail service by phone (FastStartH toll free at 1-800-875-0867 from 8am - 8:30pm Mon - Friday) or log on to [www.caremark.com](http://www.caremark.com) and sign in or register, if necessary. Have your Prescription Card number, the names of your medicines, your doctor's information and your payment information ready. We handle the rest.

**CVS Pharmacy** - Visit your local CVS Pharmacy. If you are currently using CVS Pharmacy to fill your maintenance medications, you can continue to do so. Your CVS pharmacist can dispense your 90-day supply of a maintenance medication for one copay.

**State of Connecticut Maintenance Drug Network** - Fill your maintenance medications at a participating State of Connecticut Maintenance Drug Network Pharmacy. If your pharmacy is participating in the State of Connecticut Maintenance Drug network, you can use the pharmacy to dispense your 90-day supply of a maintenance medication.

### How long does it take for my prescriptions to arrive by mail?

Please allow 7-10 days for delivery from the time the order is placed. You can check your refill status on-line or by calling toll-free at 1-877-461-0101. **Please note:** Mail order packaging accommodates all temperature sensitive drugs.

### How should I ask my doctor or other prescriber to write my prescription in order to receive the maximum benefit for my maintenance medication?

Remind your doctor or other prescriber to write a "90-day supply plus refills," when clinically appropriate, for maintenance medications. CVS Caremark must fill your prescription for the exact quantity of medication that your doctor or healthcare provider prescribes, up to your plan design limit. When you need to take your maintenance medication right away, ask your doctor or other prescriber for two prescriptions:

- The **first** for up to a 30-day supply
- The **second** for up to a 90-day supply, with refills when clinically appropriate

Have the short-term supply filled immediately at any CVS Caremark participating retail pharmacy. Then you have the choice to fill your maintenance medication using Mail Service Pharmacy, CVS Pharmacy, or a pharmacy participating in the State of Connecticut Maintenance Drug Network.

## ABOUT THE CVS CAREMARK DRUG LIST

### What is a drug list?

It is a list of preferred prescription medications that have been chosen because of their clinical effectiveness and safety. This list is typically updated every three months. The drug list promotes the use of preferred brand-name medications and generic medications whenever possible. Generic medications are therapeutically equivalent to brand-name medications and must be approved by the U.S. Food and Drug Administration (FDA) for safety and effectiveness. Generally, generic medications cost less than brand-name medications. You can get a drug list by either visiting [www.caremark.com](http://www.caremark.com) or by calling Customer Care toll-free at 1-877-461-0101.

### Where can I get a drug list brochure?

You can get a drug list brochure by visiting [Caremark.com](http://Caremark.com) or by calling a Customer Care Representative toll-free at 1-877-461-0101. To save money, have your doctor or other prescriber choose a generic or preferred brand-name medication from the CVS Caremark Drug List, if appropriate. You may want to take the list with you when you visit your doctor or other prescriber.

3170-SML-SUM\_50\_AD\_MOOP2-0317

©2014 Caremark. All rights reserved.

**CVS/caremark**

THIS PAGE TO BE DELETED, BUT CANNOT STRIKE THROUGH IT AS IT IS AN IMAGE

**APPENDIX B-1**

EFFECTIVE JULY 1, 2019 – CIGNA HDHP 2000/4000 PLAN

## SUMMARY OF BENEFITS



**Cigna Health and Life Insurance Co.**  
**For - City of Hartford**  
**Choice Fund Open Access Plus HSA Plan**

**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.

**Your coverage includes a health savings account that you can use to pay for eligible out-of-pocket expenses.**

**Employer Contribution**

Employee - \$1,000  
 Family - \$2,000

Plan Highlights	In-Network	Out-of-Network
<b>Lifetime Maximum</b>	Unlimited	Unlimited
<b>Plan Coinsurance</b>	Your plan pays 90%	Your plan pays 70%
<b>Maximum Reimbursable Charge</b>	Not Applicable	250%
<b>Contract Year Deductible</b>	Individual: \$2,000 Family: \$4,000	Individual: \$4,000 Family: \$8,000
<ul style="list-style-type: none"> <li>· The amount you pay for all covered expenses counts towards both your in-network and out-of-network deductibles.</li> <li>· Plan deductible always applies before any copay or coinsurance.</li> <li>· All eligible family members contribute towards the family plan deductible. Once the family deductible has been met, the plan will pay each eligible family member's covered expenses based on the coinsurance level specified by the plan.</li> <li>· This plan includes a combined Medical/Pharmacy plan deductible.</li> </ul>		
<p><b>Note:</b> Services where plan deductible applies are noted with a caret (^).</p>		

Plan Highlights	In-Network	Out-of-Network
<b>Contract Year Out-of-Pocket Maximum</b>	Individual: \$3,000 Individual – In a Family: \$3,000 Family: \$6,000	Individual: \$7,350 Individual – In a Family: \$7,350 Family: \$14,700
<ul style="list-style-type: none"> <li>· The amount you pay for all covered expenses counts towards both your in-network and out-of-network out-of-pocket maximums.</li> <li>· Plan deductible contributes towards your out-of-pocket maximum.</li> <li>· All copays and benefit deductibles contribute towards your out-of-pocket maximum.</li> <li>· Mental Health and Substance Use Disorder covered expenses contribute towards your out-of-pocket maximum.</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>		
Benefit	In-Network	Out-of-Network
<b>Physician Services - Office Visits</b>		
<b>Physician Office Visit – Primary Care Physician (PCP)/Specialist</b>	After the plan deductible is met, your plan pays 90%	After the plan deductible is met, your plan pays 70%
<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>	After the plan deductible is met, your plan pays 90%	After the plan deductible is met, your plan pays 70%
<b>Allergy Treatment/Injections Performed in Physician's Office</b>	After the plan deductible is met, your plan pays 90%	After the plan deductible is met, your plan pays 70%
<b>Allergy Serum</b>	After the plan deductible is met, your plan pays 90%	After the plan deductible is met, your plan pays 70%
<ul style="list-style-type: none"> <li>· Dispensed by the physician in the office</li> </ul>		
<b>Cigna Telehealth Connection Services</b>	After the plan deductible is met, your plan pays 90%	Not Covered
<ul style="list-style-type: none"> <li>· Includes charges for the delivery of medical and health-related consultations via secure telecommunications technologies, telephones and internet only when delivered by contracted medical telehealth providers (see details on myCigna.com)</li> </ul>		

Benefit	In-Network	Out-of-Network
<b>Preventive Care</b>		
<b>Preventive Care</b> <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> </ul>	Plan pays 100%	After the plan deductible is met, your plan pays 70%
<b>Immunizations</b>	Plan pays 100%	After the plan deductible is met, your plan pays 70%
<b>Mammogram, PAP, and PSA Tests</b> <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>	Plan pays 100%	Plan pays based on place of service.
<b>Inpatient</b>		
<b>Inpatient Hospital Facility Services</b>	After the plan deductible is met, your plan pays 90%	After the plan deductible is met, your plan pays 70%
<b>Semi-Private Room:</b> In-Network: Limited to the semi-private negotiated rate / Out-of-Network: Limited to semi-private rate <b>Private Room:</b> In-Network: Limited to the semi-private negotiated rate / Out-of-Network: Limited to semi-private rate <b>Special Care Units (Intensive Care Unit (ICU), Critical Care Unit (CCU)):</b> In-Network: Limited to the negotiated rate / Out-of-Network: Limited to ICU/CCU daily room rate		
<b>Inpatient Hospital Physician's Visit/Consultation</b>	After the plan deductible is met, your plan pays 90%	After the plan deductible is met, your plan pays 70%
<b>Inpatient Professional Services</b> <ul style="list-style-type: none"> <li>For services performed by Surgeons, Radiologists, Pathologists and Anesthesiologists</li> </ul>	After the plan deductible is met, your plan pays 90%	After the plan deductible is met, your plan pays 70%

Benefit	In-Network	Out-of-Network
<b>Outpatient</b>		
<b>Outpatient Facility Services</b>	After the plan deductible is met, your plan pays 90%	After the plan deductible is met, your plan pays 70%
<b>Outpatient Professional Services</b> <ul style="list-style-type: none"> <li>For services performed by Surgeons, Radiologists, Pathologists and Anesthesiologists</li> </ul>	After the plan deductible is met, your plan pays 90%	After the plan deductible is met, your plan pays 70%
<b>Short-Term Rehabilitation - PCP</b>	After the plan deductible is met, your plan pays 90%	After the plan deductible is met, your plan pays 70%
<b>Short-Term Rehabilitation - Specialist</b>	After the plan deductible is met, your plan pays 90%	After the plan deductible is met, your plan pays 70%
Contract Year Maximums: <ul style="list-style-type: none"> <li>Pulmonary Rehabilitation &amp; Cognitive Therapy - Unlimited days</li> <li>Physical Therapy, Speech Therapy, Occupational Therapy and Chiropractic Care – 100 days</li> <li>Limits are not applicable to mental health conditions for Physical, Speech and Occupational Therapies.</li> </ul>		
<b>Note:</b> Therapy days, provided as part of an approved Home Health Care plan, accumulate to the applicable outpatient short term rehab therapy maximum.		
<b>Cardiac Rehabilitation - PCP</b>	After the plan deductible is met, your plan pays 90%	After the plan deductible is met, your plan pays 70%
<b>Cardiac Rehabilitation - Specialist</b>	After the plan deductible is met, your plan pays 90%	After the plan deductible is met, your plan pays 70%
Contract Year Maximum: <ul style="list-style-type: none"> <li>Cardiac Rehabilitation – 36 days</li> </ul>		
<b>Note:</b> Therapy days, provided as part of an approved Home Health Care plan, accumulate to the applicable outpatient short term rehab therapy maximum.		
<b>Other Health Care Facilities/Services</b>		
<b>Home Health Care</b>	After the plan deductible is met, your plan pays 90%	After the plan deductible is met, your plan pays 70%
<ul style="list-style-type: none"> <li>Unlimited days maximum per Contract Year</li> </ul>		
<b>Home Health Aide - 80 days per Contract Year</b>		
<b>Outpatient Private Duty Nursing</b> <ul style="list-style-type: none"> <li>\$15,000 maximum per Contract Year</li> </ul>	After the plan deductible is met, your plan pays 90%	After the plan deductible is met, your plan pays 70%
<b>Skilled Nursing Facility, Rehabilitation Hospital, Sub-Acute Facilities</b> <ul style="list-style-type: none"> <li>120 days maximum per Contract Year</li> </ul>	After the plan deductible is met, your plan pays 90%	After the plan deductible is met, your plan pays 70%
<b>Durable Medical Equipment</b> <ul style="list-style-type: none"> <li>Unlimited maximum per Contract Year</li> </ul>	After the plan deductible is met, your plan pays 90%	After the plan deductible is met, your plan pays 70%

Benefit	In-Network	Out-of-Network
<b>Breast Feeding Equipment and Supplies</b> <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>	Your plan pays 100%	After the plan deductible is met, your plan pays 70%
<b>Routine Hearing Exams</b> <ul style="list-style-type: none"> <li>One exam per Contract Year</li> </ul>	After the plan deductible is met, your plan pays 90%	After the plan deductible is met, your plan pays 70%
<b>Routine Eye Care</b> <ul style="list-style-type: none"> <li>One exam and refraction every Contract Year</li> </ul>	After the plan deductible is met, your plan pays 90%	After the plan deductible is met, your plan pays 70%
<b>External Prosthetic Appliances (EPA)</b> <ul style="list-style-type: none"> <li>Unlimited maximum per Contract Year</li> </ul>	After the plan deductible is met, your plan pays 90%	After the plan deductible is met, your plan pays 70%
<b>Routine Foot Disorders</b>	Not Covered	Not Covered
Note: Services associated with foot care for diabetes and peripheral vascular disease are covered when approved as medically necessary.		
<b>Hearing Aid</b> <ul style="list-style-type: none"> <li>Includes testing and fitting of hearing aid devices at Physician Office Visit cost share.</li> </ul>	After the plan deductible is met, your plan pays 90%	After the plan deductible is met, your plan pays 70%
<b>Wigs</b> <ul style="list-style-type: none"> <li>One per Contract Year</li> </ul>	After the plan deductible is met, your plan pays 90%	After the plan deductible is met, your plan pays 70%
<b>Medical Specialty Drugs</b>		
<b>Inpatient</b> <ul style="list-style-type: none"> <li>This benefit applies to the cost of the Infusion Therapy drugs administered in an Inpatient Facility. This benefit does not cover the related Facility or Professional charges.</li> </ul>	After the plan deductible is met, your plan pays 90%	After the plan deductible is met, your plan pays 70%
<b>Outpatient Facility Services</b> <ul style="list-style-type: none"> <li>This benefit applies to the cost of the Infusion Therapy drugs administered in an Outpatient Facility. This benefit does not cover the related Facility or Professional charges.</li> </ul>	After the plan deductible is met, your plan pays 90%	After the plan deductible is met, your plan pays 70%
<b>Physician's Office</b> <ul style="list-style-type: none"> <li>This benefit applies to the cost of targeted Infusion Therapy drugs administered in the Physician's Office. This benefit does not cover the related Office Visit or Professional charges.</li> </ul>	After the plan deductible is met, your plan pays 90%	After the plan deductible is met, your plan pays 70%
<b>Home</b> <ul style="list-style-type: none"> <li>This benefit applies to the cost of targeted Infusion Therapy drugs administered in the patient's home. This benefit does not cover the related Professional charges.</li> </ul>	After the plan deductible is met, your plan pays 90%	After the plan deductible is met, your plan pays 70%



## Place of Service - your plan pays based on where you receive services

Note: Services where plan deductible applies are noted with a caret (^).

Benefit	Physician's Office		Independent Lab		Emergency Room/ Urgent Care Facility		Outpatient Facility	
	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network
<b>Laboratory</b>	Covered same as plan's Physician's Office Services	Covered same as plan's Physician's Office Services	Plan pays 90% ^	Plan pays 70% ^	Covered same as plan's Emergency Room/Urgent Care Services	Covered same as plan's Emergency Room/Urgent Care Services	Plan pays 90% ^	Plan pays 70% ^
<b>Radiology</b>	Plan pays 90% ^	Plan pays 70% ^	Not Applicable	Not Applicable	Covered same as plan's Emergency Room/Urgent Care Services	Covered same as plan's Emergency Room/Urgent Care Services	Plan pays 90% ^	Plan pays 70% ^
<b>Advanced Radiology Imaging</b>	Covered same as plan's Physician's Office Services	Covered same as plan's Physician's Office Services	Not Applicable	Not Applicable	Covered same as plan's Emergency Room/Urgent Care Services	Covered same as plan's Emergency Room/Urgent Care Services	Covered same as plan's Outpatient Facility Services	Covered same as plan's Outpatient Facility Services

Advanced Radiology Imaging (ARI) includes MRI, MRA, CAT Scan, PET Scan, etc.

Note: All lab and x-ray services, including ARI, provided at Inpatient Hospital are covered under Inpatient Hospital benefit

Benefit	Emergency Room / Urgent Care Facility		Outpatient Professional Services		*Ambulance	
	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network
<b>Emergency Care</b>	Plan pays 90% ^		Plan pays 90% ^		Plan pays 90% ^	
<b>Urgent Care</b>	Plan pays 90% ^		Plan pays 90% ^		Not Applicable*	

\*Ambulance services used as non-emergency transportation (e.g., transportation from hospital back home) generally are not covered.

Benefit	Inpatient Hospital and Other Health Care Facilities		Outpatient Services	
	In-Network	Out-of-Network	In-Network	Out-of-Network
<b>Hospice</b>	Plan pays 90% ^	Plan pays 70% ^	Plan pays 90% ^	Plan pays 70% ^
<b>Bereavement Counseling</b>	Plan pays 90% ^	Plan pays 70% ^	Plan pays 90% ^	Plan pays 70% ^

Note: Services provided as part of Hospice Care Program

Note: Services where plan deductible applies are noted with a caret (^).

Benefit	Initial Visit to Confirm Pregnancy		Global Maternity Fee (All Subsequent Prenatal Visits, Postnatal Visits and Physician's Delivery Charges)		Office Visits in Addition to Global Maternity Fee (Performed by OB/GYN or Specialist)		Delivery - Facility (Inpatient Hospital, Birthing Center)	
	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network
<b>Maternity</b>	Covered same as plan's Physician's Office Services	Covered same as plan's Physician's Office Services	Plan pays 90% ^	Plan pays 70% ^	Covered same as plan's Physician's Office Services	Covered same as plan's Physician's Office Services	Covered same as plan's Inpatient Hospital benefit	Covered same as plan's Inpatient Hospital benefit

Note: Services where plan deductible applies are noted with a caret (^).

Benefit	Physician's Office		Inpatient Facility		Outpatient Facility		Inpatient Professional Services		Outpatient Professional Services	
	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network
<b>Abortion</b> (Elective and non-elective procedures)	Covered same as plan's Physician's Office Services	Covered same as plan's Physician's Office Services	Plan pays 90% ^	Plan pays 70% ^	Plan pays 90% ^	Plan pays 70% ^	Covered same as plan's Inpatient Professional Services	Covered same as plan's Inpatient Professional Services	Covered same as plan's Outpatient Professional Services	Covered same as plan's Outpatient Professional Services
<b>Family Planning - Men's Services</b>	Covered same as plan's Physician's Office Services	Covered same as plan's Physician's Office Services	Plan pays 90% ^	Plan pays 70% ^	Plan pays 90% ^	Plan pays 70% ^	Covered same as plan's Inpatient Professional Services	Covered same as plan's Inpatient Professional Services	Covered same as plan's Outpatient Professional Services	Covered same as plan's Outpatient Professional Services

Includes surgical services, such as vasectomy

Benefit	Physician's Office		Inpatient Facility		Outpatient Facility		Inpatient Professional Services		Outpatient Professional Services	
	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network
<b>Family Planning - Women's Services</b>	Plan pays 100%	Covered same as plan's Physician's Office Services	Plan pays 100%	Plan pays 70% ^	Plan pays 100%	Plan pays 70% ^	Plan pays 100%	Covered same as plan's Inpatient Professional Services	Plan pays 100%	Covered same as plan's Outpatient Professional Services
Includes surgical services, such as tubal ligation Contraceptive devices as ordered or prescribed by a physician.										
<b>Infertility</b>	Covered same as plan's Physician's Office Services	Covered same as plan's Physician's Office Services	Plan pays 90% ^	Plan pays 70% ^	Plan pays 90% ^	Plan pays 70% ^	Covered same as plan's Inpatient Professional Services	Covered same as plan's Inpatient Professional Services	Covered same as plan's Outpatient Professional Services	Covered same as plan's Outpatient Professional Services
Infertility covered services: lab and radiology test, counseling, surgical treatment, includes artificial insemination, in-vitro fertilization, GIFT, ZIFT, etc. Unlimited maximum per lifetime										
<b>TMJ, Surgical and Non-Surgical</b>	Covered same as plan's Physician's Office Services	Covered same as plan's Physician's Office Services	Plan pays 90% ^	Plan pays 70% ^	Plan pays 90% ^	Plan pays 70% ^	Covered same as plan's Inpatient Professional Services	Covered same as plan's Inpatient Professional Services	Covered same as plan's Outpatient Professional Services	Covered same as plan's Outpatient Professional Services
Services provided on a case-by-case basis. Always excludes appliances & orthodontic treatment. Subject to medical necessity. Unlimited maximum per lifetime										

Benefit	Physician's Office		Inpatient Facility		Outpatient Facility		Inpatient Professional Services		Outpatient Professional Services	
	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network
<b>Bariatric Surgery</b>	Covered same as plan's Physician's Office Services	Covered same as plan's Physician's Office Services	Plan pays 90%^	Plan pays 70%^	Plan pays 90%^	Plan pays 70%^	Covered same as plan's Inpatient Professional Services	Covered same as plan's Inpatient Professional Services	Covered same as plan's Outpatient Professional Services	Covered same as plan's Outpatient Professional Services

**Surgeon Charges Lifetime Maximum: Unlimited**

Treatment of clinically severe obesity, as defined by the body mass index (BMI) is covered.

The following are excluded:

- 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.

Note: Services where plan deductible applies are noted with a caret (^).

Benefit	Inpatient Hospital Facility			Inpatient Professional Services		
	Cigna LifeSOURCE Transplant Network® Facility In-Network	Non-Lifesource Facility In-Network	Out-of-Network	Cigna LifeSOURCE Transplant Network® Facility In-Network	Non-Lifesource Facility In-Network	Out-of-Network
<b>Organ Transplants</b>	Plan pays 100%	Plan pays 90% ^	Plan pays 70% ^	Plan pays 100%	Covered same as plan's Inpatient Professional Services	Covered same as plan's Inpatient Professional Services

- Travel Maximum - Cigna LifeSOURCE Transplant Network® Facility: In-Network: \$15,000 maximum per Transplant

Note: Services where plan deductible applies are noted with a caret (^).

Benefit	Inpatient		Outpatient - Physician's Office		Outpatient – All Other Services	
	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network
<b>Mental Health</b>	Plan pays 90% ^	Plan pays 70% ^	Plan pays 90% ^	Plan pays 70% ^	Plan pays 90% ^	Plan pays 70% ^

Benefit	Inpatient		Outpatient - Physician's Office		Outpatient – All Other Services	
	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network
<b>Substance Use Disorder</b>	Plan pays 90% ^	Plan pays 70% ^	Plan pays 90% ^	Plan pays 70% ^	Plan pays 90% ^	Plan pays 70% ^

Note: Services where plan deductible applies are noted with a caret (^).

**Notes:**

- Unlimited maximum per Contract Year
- Services are paid at 100% after you reach your out-of-pocket maximum.
- Inpatient includes Acute Inpatient and Residential Treatment.
- Outpatient - Physician's Office - includes Individual, family and group therapy, psychotherapy, medication management, etc.
- Outpatient - All Other Services - includes Partial Hospitalization, Intensive Outpatient Services, Applied Behavior Analysis (ABA Therapy) and Behavioral Telehealth Consultation, etc.
- Detox is covered under medical.

## Mental Health and Substance Use Disorder Services

### **Mental Health/Substance Use Disorder Utilization Review, Case Management and Programs**

Cigna Total Behavioral Health - Inpatient and Outpatient Management

- Inpatient utilization review and case management
- Outpatient utilization review and case management
- Partial Hospitalization
- Intensive outpatient programs
- Changing Lives by Integrating Mind and Body Program
- Lifestyle Management Programs: Stress Management, Tobacco Cessation and Weight Management.

## Pharmacy

Pharmacy benefits not provided by Cigna

## 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

Included

### eVisits

Relay Health provides an online consultation service, or "eVisit," with doctors. The eVisit guides patients through an interactive interview that delivers to doctors the information they need to respond to non-urgent conditions. Individuals pay a predetermined copay or coinsurance based on their benefit plan design. After the eVisit is completed, a claim is automatically submitted to Cigna for reimbursement.

### Health Advisor - A

Support for healthy and at-risk individuals to help them stay healthy

- Health Assessments
- Health and Wellness Coaching
- Gaps in Care Coaching
- Treatment Decision Support
- Educate and Refer

Included

### Maximum Reimbursable Charge

The allowable covered expense for non-network services is based on the lesser of the health care professional's normal charge for a similar service or a percentage of a fee schedule (250%) developed by Cigna that is based on a methodology similar to one used by Medicare to determine the allowable fee for the same or similar service in a geographic area. In some cases, the Medicare based fee schedule will not be used and the maximum reimbursable charge for covered services is based on the lesser of the health care professional's normal charge for a similar service or a percentile (80th) of charges made by health care professionals of such service or supply in the geographic area where it is received. If sufficient charge data is unavailable in the database for that geographic area to determine the Maximum Reimbursable Charge, then data in the database for similar services may be used. Out-of-network services are subject to a Contract Year deductible and maximum reimbursable charge limitations.

### Out-of-Network Emergency Services Charges

1. Emergency Services are covered at the In-Network cost-sharing level if services are received from a non-participating (Out-of-Network) provider.
2. 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 if no amount is agreed to, the greater of the following: (i) the median amount negotiated with In-Network providers for the Emergency Service, excluding any In-Network copay or coinsurance; (ii) the Maximum Reimbursable Charge; or (iii) the amount payable under the Medicare program, not to exceed the provider's billed charges.

The member is responsible for applicable In-Network cost-sharing amounts (any deductible, copay or coinsurance). The member is also responsible for all 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.

## Additional Information

### 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 - PHS Inpatient - required for all inpatient admissions In-

Network: Coordinated by your physician

Out-of-Network: Customer is responsible for contacting Cigna Healthcare. Subject to penalty/reduction or denial for non-compliance.

- The lesser of 50% of covered expenses or \$500 penalty applied to hospital inpatient charges for failure to contact Cigna Healthcare to precertify admission.
- Benefits are denied for any admission reviewed by Cigna Healthcare and not certified.
- Benefits are denied for any additional days not certified by Cigna Healthcare.

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

### 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:

- ~~(e)~~(a) Condition Management
- ~~(e)~~(b) Medication adherence
- ~~(e)~~(c) Risk factor management
- ~~(f)~~(d) Lifestyle issues
- ~~(g)~~(e) Health & Wellness issues
- ~~(h)~~(f) Pre/post-admission
- ~~(i)~~(g) Treatment decision support
- ~~(j)~~(h) 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** - After you've reached your deductible, you and your plan share some of your medical costs. 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.

**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.
- Treatment of an Injury or Sickness which is due to war, declared, or undeclared, riot or insurrection.
- 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:
  - Not approved by the U.S. Food and Drug Administration (FDA) or other appropriate regulatory agency to be lawfully marketed;
  - 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;
  - 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
  - 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 drug or Biologic therapies are experimental, investigational and unproven, the utilization review Physician may review, without limitation, U.S. Food and Drug Administration-approved labeling, the standard medical reference compendia and peer-reviewed, evidence-based scientific literature.
- 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: acupressure; 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



## Exclusions

- Injury to teeth are covered provided a continuous course of dental treatment is started within six months of an accident.
- For medical and surgical services intended primarily for the treatment or control of obesity. However, treatment of clinically severe obesity, as defined by the body mass index (BMI) classifications of the National Heart, Lung and Blood Institute guideline is covered if the services are demonstrated, through peer-reviewed medical literature and scientifically based guidelines, to be safe and effective for treatment of the condition
- 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, and skin preparations, 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, 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, elastic stockings, garter belts, corsets and dentures.
- Aids or devices that assist with non-verbal communications, including but not limited to communication boards, prerecorded 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 and for an accidental injury to eyes) including Lasik 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, weight loss programs 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.

## Exclusions

- Cosmetics, dietary supplements and health and beauty aids.
- All nutritional supplements and formulae except for infant formula needed for the treatment of inborn errors of metabolism.
- Medical treatment for a person age 65 or older, who is covered under this plan as a retiree, or their Dependent, when payment is denied by the Medicare plan because treatment was received from a non-Participating Provider.
- Medical treatment when payment is denied by a Primary Plan because treatment was received from a non-Participating Provider.
- 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 the benefit section.
- Massage therapy.
- Lasik Surgery and Radial Keratotomy
- Orthotics, surgical stocking, compression socks, and support leotards.
- Vision Therapy/Orthoptic training.
- Over the Counter medications.
- Weight Control Drugs
- Oral Surgery to remove impacted teeth
- Periodontal and Osseous procedures

### **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 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. This summary provides additional information not provided in the Summary of Benefits and Coverage document required by the Federal Government.

# Your Personal Prescription Benefit Program

## Option 39 - CHPEA HSA Plan

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

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

	<b>CVS Caremark Retail Pharmacy Network</b> For short-term medications (Up to a 30-day supply)	<b>Maintenance Medications</b> For long-term medications (Up to a 90-day supply) (Mandatory Mail or State of CT Maintenance Drug Network* after first 30-day fill at retail)
<b>Where</b>	The CVS Caremark Retail Network includes more than 68,000 participating pharmacies nationwide, including independent pharmacies, chain pharmacies, and 9,600 CVS Pharmacy locations. To locate a CVS Caremark participating retail network pharmacy in your area, simply click on "Find a Pharmacy" at <a href="http://www.caremark.com">www.caremark.com</a> or call a Customer Care representative toll-free at 1-877-461-0101.	You have the convenience of getting your long-term medications through CVS Caremark Mail Service Pharmacy or dispensed at one of our 9,600 CVS Pharmacy locations as well as a retail pharmacy that participates in the State of Connecticut Maintenance Drug Network. When you use CVS Caremark Mail Service Pharmacy, your medications can be sent directly to your home or office.
<b>Generic Medications</b> Ask your doctor or other prescriber if there is a generic available, as these generally cost less.	<b>\$5</b> for a generic prescription	<b>\$10</b> for a generic prescription
<b>Preferred Brand-Name Medications</b> If a generic is not available or appropriate, ask your doctor or healthcare provider to prescribe from your plan's preferred drug list.	<b>\$20</b> for a preferred brand-name prescription	<b>\$40</b> for a preferred brand-name prescription
<b>Non-Preferred Brand-Name Medications</b> You will pay the most for medications not on your plan's preferred drug list.	<b>\$40</b> for a non-preferred brand-name prescription	<b>\$80</b> for a non-preferred brand-name prescription
<b>Refill Limit</b>	One	None
<b>Annual Deductible</b>	\$2,000 individual / \$4,000 family (combined with medical)	
<b>Maximum Out-of-Pocket</b>	\$3,000 individual / \$6,000 family (combined with medical)	
<b>Web Services</b>	Register at <a href="http://www.caremark.com">www.caremark.com</a> to access tools that can help you save money and manage your prescription benefit. To register, have your Prescription Card ready.	
<b>Customer Care</b>	Visit <a href="http://www.caremark.com">www.caremark.com</a> or call toll-free at 1-877-461-0101.	
<b>Please Note: When a generic is available, but the pharmacy dispenses the brand-name medication for any reason, you will pay the difference between the brand-name medication and the generic plus the brand copayment.</b>		

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

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



NUBAAG

# Frequently Asked Questions

## ABOUT THE CVS CAREMARK RETAIL NETWORK

### Do I only have to use a CVS Pharmacy?

For maintenance medications (long-term), you are allowed one 30-day fill only at any participating retail pharmacy. After the first 30-day fill, you must fill your prescription through the CVS Caremark Mail Service Pharmacy, CVS Pharmacy or other pharmacies that participate in the State of Connecticut Maintenance Drug Network. A full list of pharmacies in the maintenance drug network can be found on the Comptroller's website at [www.osc.ct.gov](http://www.osc.ct.gov).

## ABOUT MAIL SERVICE and the STATE OF CONNECTICUT MAINTENANCE DRUG NETWORK

### Where can I fill maintenance prescriptions?

The choice is yours. You can order 90-day supplies of maintenance medications at:

**Mail Service:** Register for mail service by phone (FastStartH toll free at 1-800-875-0867 from 8am - 8:30pm Mon - Friday) or log on to [mail.caremark.com](#) and register, if necessary. Have your Prescription Card number, the names of your medicines, your doctor's information and your payment information ready. We handle the rest.

**CVS Pharmacy** - Visit your local CVS Pharmacy. If you are currently using CVS Pharmacy to fill your maintenance medications, you can continue to do so. Your CVS pharmacist can dispense your 90-day supply of a maintenance medication for one copay.

**State of Connecticut Maintenance Drug Network** - Fill your maintenance medications at a participating State of Connecticut Maintenance Drug Network Pharmacy. If your pharmacy is participating in the State of Connecticut Maintenance Drug Network, you can use the pharmacy to dispense your 90-day supply of a maintenance medication.

### How long does it take for my prescriptions to arrive by mail?

Please allow 7-10 days for delivery from the time the order is placed. You can check your refill status on-line or by calling toll-free at 1-877-461-0101. **Please note:** Mail order packaging accommodates all temperature sensitive drugs.

### How should I ask my doctor or other prescriber to write my prescription in order to receive the maximum benefit for my maintenance medication?

Remind your doctor or other prescriber to write a "90-day supply plus refills," when clinically appropriate, for maintenance medications. CVS Caremark must fill your prescription for the exact quantity of medication that your doctor or healthcare provider prescribes, up to your plan design limit. When you need to take your maintenance medication right away, ask your doctor or other prescriber for two prescriptions:

- The **first** for up to a 30-day supply
- The **second** for up to a 90-day supply, with refills when clinically appropriate

Have the short-term supply filled immediately at any CVS Caremark participating retail pharmacy. Then you have the choice to fill your maintenance medication using Mail Service Pharmacy, CVS Pharmacy, or a pharmacy participating in the State of Connecticut Maintenance Drug Network.

## ABOUT THE CVS CAREMARK DRUG LIST

### What is a drug list?

It is a list of preferred prescription medications that have been chosen because of their clinical effectiveness and safety. This list is typically updated every three months. The drug list promotes the use of preferred brand-name medications and generic medications whenever possible. Generic medications are therapeutically equivalent to brand-name medications and must be approved by the U.S. Food and Drug Administration (FDA) for safety and effectiveness. Generally, generic medications cost less than brand-name medications. You can get a drug list by either visiting [www.caremark.com](http://www.caremark.com) or by calling Customer Care toll-free at 1-877-461-0101.

### Where can I get a drug list brochure?

You can get a drug list brochure by visiting [Caremark.com](http://Caremark.com) or by calling a Customer Care Representative toll-free at 1-877-461-0101. To save money, have your doctor or other prescriber choose a generic or preferred brand-name medication from the CVS Caremark Drug List, if appropriate. You may want to take the list with you when you visit your doctor or other prescriber.

3170-SML-SUM\_50\_AD\_MOOP2-0317

**APPENDIX B-21**  
**CIGNA Dental Benefit Summary**

This material is for informational purposes only and is designed to highlight some of the benefits available under this plan. Consult the plan documents to determine specific terms of coverage relating to your plan. Terms include covered procedures, applicable waiting periods, exclusions and limitations.

<b>Cigna Dental PPO</b>				
<b>Network Options</b>	<b>In-Network: Total Cigna DPPO Network</b>		<b>Non-Network: See Non-Network Reimbursement</b>	
<b>Reimbursement Levels</b>	Based on Contracted Fees		Maximum Reimbursable Charge	
<b>Calendar Year Benefits Maximum</b> Applies to: Class I, II & III expenses	Unlimited		Unlimited	
<b>Calendar Year Deductible</b> Individual Family	\$0 \$0		\$0 \$0	
<b>Benefit Highlights</b>	<b>Plan Pays</b>	<b>You Pay</b>	<b>Plan Pays</b>	<b>You Pay</b>
<b>Class I: Diagnostic &amp; Preventive</b> Oral Evaluations Prophylaxis: routine cleanings X-rays: routine X-rays: non-routine Fluoride Application Sealants: per tooth Emergency Care to Relieve Pain	100% No Deductible	No Charge	100% No Deductible	No Charge
<b>Class II: Basic Restorative</b> Restorative: fillings Endodontics: minor and major Oral Surgery: minor Repairs: Bridges, Crowns and Inlays Repairs: Dentures Denture Relines, Rebases and Adjustments Crowns: prefabricated stainless steel / resin	100% No Deductible	0% No Deductible	100% No Deductible	0% No Deductible
<b>Class III: Major Restorative</b> Inlays and Onlays Prosthesis Over Implant Crowns: permanent cast and porcelain Bridges and Dentures Oral Surgery: major Space Maintainers: non-orthodontic	50% No Deductible	50% No Deductible	50% No Deductible	50% No Deductible
<b>Class IV: Orthodontia</b> Coverage for Dependent Children to age 19  Lifetime Benefits Maximum: \$600	60% No Deductible	40% No Deductible	60% No Deductible	40% No Deductible
<b>Class VI: Periodontics</b> Periodontics: minor and major  Calendar Year Benefits Maximum: \$500	50% No Deductible	50% No Deductible	50% No Deductible	50% No Deductible
<b>Benefit Plan Provisions:</b>				
<b>In-Network Reimbursement</b>	For services provided by a Cigna Dental PPO network dentist, Cigna Dental will reimburse the dentist according to a Fee Schedule or Discount Schedule.			
<b>Non-Network Reimbursement</b>	For services provided by a non-network dentist, Cigna Dental will reimburse according to the Maximum Reimbursable Charge. The MRC is calculated at the 85th percentile of all provider charges in the geographic area. The dentist may balance bill up to their usual fees.			
<b>Cross Accumulation</b>	All deductibles, plan maximums, and service specific maximums cross accumulate between in and out of network. Benefit frequency limitations are based on the date of service and cross accumulate between in and out of network.			

<b>Calendar Year Benefits Maximum</b>	The plan will only pay for covered charges up to the yearly Benefits Maximum, when applicable. Benefit-specific Maximums may also apply.
<b>Calendar Year Deductible</b>	This is the amount you must pay before the plan begins to pay for covered charges, when applicable. Benefit-specific deductibles may also apply.
<b>Late Entrant Limitation Provision</b>	No coverage until the next open enrollment period. This provision does not apply to new hires.
<b>Pretreatment Review</b>	Pretreatment review is available on a voluntary basis when dental work in excess of \$200 is proposed.
<b>Oral Health Integration Program (OHIP)</b>	Cigna Dental Oral Health Integration Program offers enhanced dental coverage for customers with the following medical conditions: diabetes, heart disease, stroke, maternity, head and neck cancer radiation, organ transplants and chronic kidney disease. There's no additional charge for the program, those who qualify get reimbursed 100% of coinsurance for certain related dental procedures. Eligible customers can also receive guidance on behavioral issues related to oral health and discounts on prescription and non-prescription dental products. Reimbursements under this program are not subject to the annual deductible, but will be applied to and are subject to the plan annual maximum. Discounts on certain prescription and non-prescription dental products are available through Cigna Home Delivery Pharmacy only, and you are required to pay the entire discounted charge. For more information including how to enroll in this program and a complete list of program terms and eligible medical conditions, go to <a href="http://www.mycigna.com">www.mycigna.com</a> or call customer service 24/7 at 1.800.CIGNA24.
<b>Timely Filing</b>	Out of network claims submitted to Cigna after 365 days from date of service will be denied.
<b>Benefit Limitations:</b>	
Oral Evaluations	2 per calendar year
X-rays (routine)	Bitewings: 1 per calendar year
X-rays (non-routine)	Complete series of radiographic images and panoramic radiographic images: Limited to a combined total of 1 per 36 months
Diagnostic Casts	Payable only in conjunction with orthodontic workup
Cleanings	2 per calendar year, including periodontal maintenance procedures following active therapy
Fluoride Application	2 per calendar year for children under age 19
Sealants (per tooth)	Limited to posterior tooth. 1 treatment per tooth every 36 months for children under age 14
Space Maintainers	Limited to non-orthodontic treatment for children under age 19
Inlays, Crowns, Bridges, Dentures and Partial	Replacement every 60 months if unserviceable and cannot be repaired. Benefits are based on the amount payable for non-precious metals. No porcelain or white/tooth-colored material on molar crowns or bridges.
Denture and Bridge Repairs	Reviewed if more than once
Denture Relines, Rebases and Adjustments	Covered if more than 6 months after installation
Prosthesis Over Implant	Replacement every 60 months if unserviceable and cannot be repaired. Benefits are based on the amount payable for non-precious metals. No porcelain or white/tooth-colored material on molar crowns or bridges.
<b>Benefit Exclusions:</b>	
Covered Expenses will not include, and no payment will be made for the following:	
Procedures and services not included in the list of covered dental expenses;	
Diagnostic: cone beam imaging; Preventive Services: instruction for plaque control, oral hygiene and diet; Anesthesia: general and IV sedation;	
Restorative: veneers of porcelain, ceramic, resin, or acrylic materials on crowns or pontics on or replacing the upper and or lower first, second and/or third molars; Crown Build-Up;	
Periodontics: bite registrations; splinting;	
Prosthetic: precision or semi-precision attachments; initial placement of a complete or partial denture per plan guidelines;	
Implants: implants or implant related services; Occlusal Guards and Adjustments;	
Procedures, appliances or restorations, except full dentures, whose main purpose is to: change vertical dimension; diagnose or treat conditions or dysfunction of the temporomandibular joint (TMJ); stabilize periodontally involved teeth; or restore occlusion;	
Athletic mouth guards; services performed primarily for cosmetic reasons; personalization; replacement of an appliance per benefit guidelines;	
Services that are deemed to be medical in nature; services and supplies received from a hospital; Drugs: prescription drugs	
Charges in excess of the Maximum Reimbursable Charge.	

This document provides a summary only. It is not a contract. If there are any differences between this summary and the official plan documents, the terms of the official plan documents will prevail.

**APPENDIX B-32**  
**HEALTHY HARTFORD PROGRAM**

**Schedule 1 - Healthy Hartford Prevention Program Requirements**

Preventive Service	Birth – Age 5	Age 6-17	Age 18-24	Age 25-29	Age 30-39	Age 40-49	Age 50+
Preventive Visit	Every year	Every 2 years	Every 3 years	Every 3 years	Every 3 years	Every 2 years	Every year
Cholesterol Screening	N/A	N/A	N/A	Every 5 years	Every 3 years	Every 2 years	Every year
Vision Exam	N/A	N/A	Every 2 years	Every 2 years	Every 2 years	Every 2 years	Every 2 years
Dental Cleanings	N/A	2 Per year	2 Per year	2 Per year	2 Per year	2 Per year	2 Per year
Colorectal Cancer Screening	N/A	N/A	N/A	N/A	N/A	N/A	Annual FIT/FOBT or Colonoscopy every 10 years
Women’s Health – Cervical Cancer Screening (Pap Smear) and Clinical Breast Exam	N/A	N/A	Every 3 years Starting at age 21	Every 3 years	Every 3 years	Every 3 years	Every 3 years
Breast Cancer Screening (Mammogram)	N/A	N/A	N/A	N/A	One screening between the ages of 35 & 39	As recommended by physician	As recommended by physician

As is currently the case under the City’s medical plan, any medical decisions will continue to be made by you and your physician. Participants enrolled in the Healthy Hartford Prevention Program will have available and agree to participate in disease education and counseling programs for the disease states listed in the description of the Healthy Hartford Prevention Program.

**Schedule 2 - Healthy Hartford Prevention Program**

The chronic conditions managed under the Healthy Hartford Prevention Program (HHP Program) are: Diabetes, Asthma, Chronic Obstructive Pulmonary Disorder (COPD), Coronary Artery Disease (CAD) and Heart Failure. If you are identified with one of these conditions, you must complete your educational requirement by taking a survey, reading a fact sheet about your condition(s), or speaking to a nurse before the end of your compliance period to be compliant with the HHP program.

When these conditions have other diseases associated with them, such as hypertension (high blood pressure) and hyperlipidemia (high cholesterol) these conditions will be included in the educational requirement.

If a nurse should call you, you are required to accept the call to remain compliant with the Program.

## **APPENDIX C SUBSTANCE ABUSE POLICY**

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

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

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

B. Definitions:

Specimen/sample – Urine shall be the sample.

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

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

C. Reasonable Suspicion Testing Standard.

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

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



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

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

#### D. Procedure for Testing

The Department Director or his or her designees shall make the initial determination of reasonable suspicion and shall document, in writing, all circumstances, information and facts leading to and supporting his or her suspicion. The report will include appropriate dates and times of the suspected behavior, reliable/credible sources of information, rationale leading to referral for testing and actions(s) taken.

The Union shall be notified immediately by the Department Director or his or her designees when a determination of reasonable suspicion is made and will be provided all documentation regarding that determination. The Department Director or his or her designees shall advise the employee of such decision and escort the employee to the collection facility.

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

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

The Department Director or his or her designees will remain with the employee at the collection site until testing is concluded except in situations that require the immediate action of the immediate supervisor. If the employee so desires, a Union official shall be notified and accompany the employee to the collection site, provided the procedures are not unreasonably delayed or interfered with in any way. Once the collection procedures are over, the Department Director or his or her designees shall transport the employee to his or her normal job site and arrange for transportation for the employee to be brought home. The Department Director or his or her designees shall also notify the employee that he or she is not to return to work pending receipt of the test results, or until a determination is made that reasonable suspicion was not substantiated.

At the time of the drug test, the employee's urine sample will be divided into two (2) collection bottles.

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

#### E. Role of Medical Review Officer

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

#### F. Post – Incident Drug Testing

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

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

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

#### H. Consequences of a positive test:

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

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

- J. The City will provide a mandatory two (2) hours of training in the area of substance abuse for supervisors, managers and the Department Director and his or her designees who employ CHPEA employees.

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

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

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

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

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

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

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

Employee Development

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

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

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

APPENDIX G

Court of Common Council



CITY OF HARTFORD
550 MAIN STREET
HARTFORD, CONNECTICUT 06103

Callisto Torres, Council President
Jo Welch, Majority Leader
James M. Butcher, Assistant Majority Leader
Larry Deutsch, Minority Leader

Daniel M. Carey, Town and City Clerk

January 14, 2008

Veronica Afrey-Wilson, Councilwoman
Luis B. Cotto, Councilperson
Kenneth H. Kennedy, Jr., Councilman
Matthew D. Ritter, Councilman
Pedro E. Sogawa, Councilman

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

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

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

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

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

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

Attest:

[Signature of Daniel M. Carey]
Daniel M. Carey,
City Clerk.

APPENDIX H

Introduced by ALBERT G. ILC, City Manager

Heading  
And  
Purpose

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

Court of Common Council,  
City of Hartford,

May 13, 2002

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

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

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

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

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



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

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

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

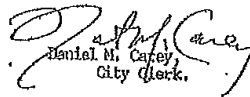
(vi) The provisions of this subparagraph are intended to implement, and only implement, the requirements of USBERRA. Accordingly, no right or benefit not otherwise required to be provided to any member with regard to his or her rights and/or benefits in or with respect to the fund shall be deemed to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

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

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

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

Attest:

  
Daniel M. Carey  
City Clerk.

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