COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CITY OF HARTFORD

AND

THE MUNICIPAL LAWYERS' ASSOCIATION

JULY 1, 2011 – JUNE 30, 2015

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PREAMBLE

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

ARTICLE I
RIGHTS AND RECOGNITION

Section 1.1 RECOGNITION

The City recognizes, pursuant to the recognition agreement dated February 25, 1992, the Association as the sole and exclusive bargaining representative of the attorneys employed by the City in the Office of the Corporation Counsel, excluding the Corporation Counsel and the Deputy Corporation Counsel.

The Municipal Lawyers' Association recognizes the Mayor and/or his/her designated representative(s) as the sole and exclusive bargaining representative of the City of Hartford for purposes of collective bargaining under the Municipal Employee Relations Act.

Section 1.2 AGENCY SHOP

All employees who are covered by this Agreement as of the effective date of this Agreement and hereafter shall, as a condition of continued employment, remain or become and remain members of the Union in good standing or, if they choose at any time not to be members, pay a service fee to the Union which shall not be greater than the current dues rate uniformly required of Union members. Present employees shall have thirty (30) days from the effective date of this Agreement to comply with this Section. New employees shall comply with this Section within thirty (30) days of the date of hire.

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

Section 1.3 DUES CHECK-OFF

The City agrees to deduct from the pay of all employees covered by this Agreement, who authorize such deduction from their wages, such membership dues as may be fixed by the Union. Such deductions shall continue for the duration of this Agreement. The deduction for any month shall be made during the last payroll period of said month and

shall be remitted to the Union, together with a list of employees from whose wages such deductions have been made, not later than the fifteenth (15th) day of the following month.

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 UNION LEAVE

Not more than two (2) Union members shall be granted leave from duty with full pay for all meetings and/or hearings between the City and the Association for the purpose of processing grievances when such meetings and/or hearings are scheduled and held during normal work hours.

Association officials may attend meetings and/or hearings during work hours without loss of pay when such meetings and/or hearings are requested or approved by the Chief Operating Officer or the Director of Human Resources and Labor Relations.

The members of the Association Negotiating Committee shall be granted leave from duty with full pay for all meetings and/or hearings between the City and the Union for the purposes of collective bargaining when such meetings and/or hearings are scheduled and held during normal work hours.

Section 1.5 NO STRIKE/NO LOCKOUT

The Association agrees that it will not call or support any strike, work stoppage, work slowdown or the withholding of services of any kind by any bargaining unit member or members. The City agrees it will not lockout any bargaining unit member at any time.

Section 1.6 MANAGEMENT RIGHTS

Except as otherwise abridged or modified by any provision of this Agreement, it is understood and agreed that the City of Hartford and the Corporation Counsel will continue to have, whether exercised or not, all of the rights, power and authority heretofore existing, including but not limited to the following: determine the quality and quantity standards of services to be offered by the Office of the Corporation Counsel; determine the standards of selection for employment; direct and supervise employees; take disciplinary action; relieve employees from duty for lack of funds, lack of work or for other legitimate reasons; issue rules and regulations; maintain the integrity and efficiency of governmental operations; determine the methods, means and personnel by which the Office of the Corporation Counsel's operations are to be conducted; determine the content of classifications and job descriptions; establish and revise or discontinue policies, programs and procedures to meet changing conditions and to better serve the needs of clients and the public; exercise complete control and discretion over the organization and the technology of performing the work of the Office of the Corporation Counsel; and fulfill all of the legal and Charter responsibilities of the Office of Corporation Counsel. The above rights, responsibilities and prerogatives are inherent in the Court of Common Council, Mayor and Office of the Corporation Counsel by virtue of

statutory and Charter provisions and cannot be subject to any grievance or arbitration proceedings except as specifically provided for in this Agreement.

Section 1.7 EXCLUSIONS

Part-time (other than those attorneys provided for in Section 3.8 of this Agreement), seasonal and temporary employees are excluded from this Agreement.

Section 1.8 QUARTERLY MEETINGS

The Corporation Counsel and the Municipal Lawyer's Association shall participate in meetings, as requested by either party, to discuss matters of concern to the bargaining unit.

Section 1.9 TECHNOLOGY COMMITTEE

A committee shall be established consisting of two (2) persons designated by the Union and two (2) persons designated by the City. The committee shall make recommendations for upgrades in technological devices, such as computers, PDAs, tablets, etc. All recommendations shall be in compliance with MHIS guidelines, require approval by the Corporation Counsel, and be subject to available funding.

ARTICLE II
GRIEVANCE PROCEDURE

Section 2.1 DEFINITIONS

Any grievance or dispute that 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.

It is the intent of this paragraph to provide union access to the grievance procedure on contractual provisions granting rights or benefits directly to the Union as an organization.

Section 2.2 PROCEDURE

Step 1. The aggrieved employee(s), who may be represented by a representative of the Association, shall present the facts to the Corporation Counsel, in writing, no later than fifteen (15) working days from the date on which the grievance or dispute arose. The Corporation Counsel shall render a written response to the employee and the Association representative within ten (10) working days of receipt of the grievance.

The written grievance shall contain:

a) A statement of the grievance and the facts involved.
b) The alleged violation of the specific provision of this Agreement.
c) The remedy requested.

Step 2. If the grievance is not resolved in Step 1, the employee(s) or Association representative shall present it to the Director of Human Resources and Labor Relations within ten (10) working days of the receipt of the Step 1 response. If requested by the employee or Association representative, or if he/she so determines, the Director of Human Resources and Labor Relations, or designee, shall schedule a meeting with the parties no later than ten (10) working days from receipt of the grievance and shall render a response, in writing, to the employee and Association representative within ten (10) working days of receipt of the grievance or in the event there is a meeting, ten (10) working days from the close of the meeting.

Step 3. If the Association is not satisfied with the response rendered in Step 2, it shall notify the Director of Human Resources and Labor Relations in writing within ten (10) working days of the receipt of the Step 2 decision that it intends to submit the grievance to arbitration and shall simultaneously file notice of appeal to the State Board of Mediation and Arbitration. Said Board shall act on such request in accordance with its rules and regulations, but shall be limited to the express terms of this Agreement and shall not have the power to modify, amend or delete any terms or conditions of this Agreement or render any decision contrary to law.

Any grievance submitted to the State Board of Mediation and Arbitration under this Section may be expedited in accordance with the Board's rules covering expedited arbitrations if mutually agreed to by the City and the Union and provided the provisions of this Section are met and the case is heard by a single arbitrator.

The Union and the City may elect to submit to arbitration before the American Arbitration Association one (1) grievance per calendar year. The expense and fees for such arbitration will be divided equally between the Union and the City. Such arbitration will be subject to the rules and regulations of the American Arbitration Association and to the limitations on arbitrators as indicated above. Upon mutual agreement, additional cases may be brought to the American Arbitration Association.

Arbitration awards, rendered in accordance with this Section, shall be final and binding on the parties.

Section 2.3 GENERAL PROVISIONS

Nothing in this Section shall prohibit the City from filing a grievance with the Association and, failing resolution of that grievance, submitting such grievance to arbitration in accordance with the above procedure.

Employees serving a probationary period shall not have access to the grievance procedure in the event of any disciplinary action, including suspension and/or discharge.

Grievances involving reclassification requests for positions in the bargaining unit shall be final at step 2 of the grievance procedure.

The Union shall have the right to be present at all grievance meetings and/or hearings from the time the grievance is presented in written form at the second step. The City agrees to notify the Union of the time and place of any meeting or hearing on any written grievance.

The parties may mutually agree to waive the time limits in the grievance procedure for a specific grievance, provided, however, if the Association fails to timely submit a grievance at any step in the procedure, when the time limits have not been mutually waived, the grievance shall be considered dropped.

Failure on the part of the City at any level to render a decision within the time limits provided above, unless the time limits have been mutually waived, shall permit the grievance to proceed to the next step.

Meetings conducted under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity to attend for all persons proper to be present. Persons proper to be present for purposes of this Section are defined as the grievant, his/her Union representative and qualified witnesses. When such meetings are held during work hours, the grievant and the Association representative(s) will be excused without loss of pay for that purpose.

ARTICLE III
PERSONNEL, PAY AND BENEFITS

Section 3.1 PERSONNEL RULES

It is understood and agreed that the provisions of the Charter of the City of Hartford, ordinances, laws, and the City of Hartford Personnel Rules and Regulations (as those Rules and Regulations relate to non-union employees as of February 25, 1992) which are not otherwise superseded by the terms of this Agreement shall be incorporated by reference in this Agreement.

Section 3.2 PRIOR BENEFITS AND PRACTICES

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 3.3 CLASSIFICATION AND PAY

1. **Wages.** The pay rates and pay ranges for job classifications in the bargaining unit shall be as described in Appendix A.

Effective July 1, 2011, the salaries of each bargaining unit member in effect on June 30, 2011 will remain in effect through December 31, 2011.

Effective and retroactive to January 1, 2012, the salaries of each bargaining unit member in effect on December 31, 2011 will be increased by one percent (1%).

Effective July 1, 2012, the salaries of each bargaining unit member in effect on June 30, 2012 will be increased by one percent (1%).

Effective January 1, 2013, the salaries of each bargaining unit member in effect on December 31, 2012 will be increased by one percent (1%).

Effective July 1, 2013, the salaries of each bargaining unit member in effect on June 30, 2013 will be increased by one percent (1%).

Effective January 1, 2014, the salaries of each bargaining unit member in effect on December 31, 2013 will be increased by one percent (1%).

Effective July 1, 2014, the salaries of each bargaining unit member in effect on June 30, 2014 will be increased by one percent (1%).

Effective January 1, 2015, the salaries of each bargaining unit member in effect on December 31, 2014 will be increased by one percent (1%).

2. **Growth Increments.** For the duration of this Agreement growth increments will be provided as follows:

(a) Fiscal Year 2011-12. Bargaining unit members will be eligible for regular growth increments. In addition, any MLA member who received a growth increment during the negotiations process but whose increase was capped at the maximum salary at that time will have his or her salary adjusted accordingly.

(b) Fiscal Year 2012-13.

(i) *Bargaining Unit Members hired before Fiscal Year 2011-12 (before July 1, 2011).* This group of bargaining unit members will not be eligible for a growth increment in Fiscal Year 2012-13 (July 1, 2012 through June 30, 2013).

(ii) *Bargaining unit members hired in Fiscal Year 2011-12 (July 1, 2011 through June 30, 2012).* This group of bargaining unit members will be eligible for a growth increment in Fiscal Year 2012-13 (July 1, 2012 through June 30, 2013).

(c) Fiscal Year 2013-14.

(i) *Bargaining Unit Members hired before Fiscal Year 2011-12 (before July 1, 2011).* This group of bargaining unit members will be eligible for a growth increment in Fiscal Year 2013-14 (July 1, 2013 through June 30, 2014).

(ii) *Bargaining unit members hired in Fiscal Year 2011-12 (July 1, 2011 through June 30, 2012).* This group of bargaining unit members will not be eligible for a growth increment in Fiscal Year 2013-14 (July 1, 2013 through June 30, 2014).

(d) Fiscal Year 2014-15. Regular growth increment eligibility will resume for all bargaining unit members.

3. **Exceptional Service Increments.** As set forth in the guidelines established by the Director of Human Resources and Labor Relations, increments for exceptional service may be paid on recommendation of the Corporation Counsel supported by a convincing showing in writing of exceptional services as related to specific criteria to be recommended by each department applicable to its own work. Exception Service Increment recommendations must be approved by the Director of Human Resources and Labor Relations and the Mayor.

4. **Biweekly Pay.** All bargaining unit members will be paid on a biweekly schedule.

Section 3.4 INSURANCES

1. **Medical Benefits and Prescription Drugs.** Effective January 1, 2009, the City will provide medical and prescription drugs benefits (as modified in January 25, 2011) for each employee and each employee's eligible dependents under the medical and prescription drugs insurance plans as outlined in Appendix B attached..

Effective January 1, 2013, the City will provide medical and prescription drugs benefits for each employee and each employee's eligible dependents under the medical and prescription drugs insurance plans as outlined in Appendix C attached.

2. **Dental Benefits.** The City will provide each bargaining unit member and each bargaining unit member's eligible enrolled dependents with the full service dental plan with Riders A, B, C, and D that were in effect on June 30, 2011 (See Appendix D) or an alternative plan as provided in the last paragraph of this Section. Unmarried dependent children will be covered to the maximum age of twenty-six (26) as defined by the IRS Guidelines.

Effective January 1, 2007, the dental riders will be provided to each bargaining unit member with the cost of the riders being paid by the City, except for the Prosthodontics Rider which will be paid entirely by the employee through payroll deduction. Each bargaining unit member also will have the option to purchase the City's dental riders for his or her eligible dependents. However, the dependent riders must be provided

collectively, not individually, and the cost of the dependent dental riders will be paid entirely by the employee through payroll deduction. Dependents may not be covered by these dental riders unless the employee elects the dental rider coverage.

Effective January 1, 2013, bargaining unit members shall contribute the same percentage contribution for dental benefits as outlined below in "Employee Contributions."

3. Employee Contributions. Effective July 1, 2010, the employee contributions for health insurance coverage shall be sixteen percent (16%) of the monthly premium as determined by the City's insurance carrier, which shall be deducted from employee wages and paid toward the cost of such insurance.

Effective January 1, 2013, the employee contributions for health insurance coverage shall be seventeen percent (17%) of the monthly premium as determined by the City's insurance carrier, which shall be deducted from employee wages and paid toward the cost of such insurance.

Effective July 1, 2013, the employee contributions for health insurance coverage shall be eighteen percent (18%) of the monthly premium as determined by the City's insurance carrier, which shall be deducted from employee wages and paid toward the cost of such insurance.

Effective July 1, 2014, the employee contributions for health insurance coverage shall be nineteen percent (19%) of the monthly premium as determined by the City's insurance carrier, which shall be deducted from employee wages and paid toward the cost of such insurance.

Employee contributions for medical and dental insurance shall be made on a pre-tax basis pursuant to a "125 Plan," as approved by the IRS.

The monthly premium rate is the underwriting rate, as determined by the City's insurance carrier on a yearly basis. The City agrees to provide the Union President with the schedule of premium rates annually upon publication.

Employee contributions for each fiscal year beginning July 1, 2007 shall not exceed one hundred twenty-five percent (125%) of the employee's previous year's contribution. For purposes of establishing employee contributions, the monthly premium for the City's Century Preferred Provider Medical and Prescription Drug coverage as of January 1, 2013 is: Seven hundred eighteen dollars and twenty-seven cents ($718.27) for single coverage; one thousand five hundred fifty dollars and seventy-six cents ($1,550.76) for two-person coverage; and two thousand eight dollars and eighty-five cents ($2,008.85) for family coverage.

4. Medical and Dental Insurance Waiver. Withdrawal from Health Care Coverage. Effective July 1 immediately following the approval of the 2011-2015 Agreement and each July 1 thereafter, bargaining unit members who are eligible for medical 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 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 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 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 shall be entitled to re-enroll under the City's medical insurance provisions provided that the City's Benefits Administrator is notified in writing by the bargaining unit member. No proof of insurability shall be required. 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 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 that receives its medical and dental coverage through the City and the bargaining unit member remains insured by either the City, Hartford Board of Education, Hartford Public Library or other City Agency through the spouse.

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

6. **Flexible Spending Accounts.** The City shall make available under the IRS Section 125, a pre-tax Medical Reimbursement Account, Dependent Care Reimbursement Account (up to the maximum of $5,000 per year, or as allowed by the Internal Revenue Code) and pre-tax health insurance premiums to the extent allowed by law.

Section 3.5 LONGEVITY, HOLIDAYS, VACATION AND SICK LEAVES AND RELATED LEAVES

Employees shall receive longevity pay, holidays, vacation leave, sick leave and other leaves of absence as described in this Section.

Such benefits shall include, but are not limited to the following:

1. **Vacation Leave.** Effective July 1, 2006, each full-time bargaining unit member shall accumulate, during and after his/her probationary period, vacation leave with pay on July 1st according to the following vacation schedule:

Length of Service In Months	Days of Vacation
1	1¼
2	2½
3	3¾
4	5
5	6¼
6	7½
7	8¾
8	10
9	11¼
10	12½
11	13¾
12	15

Such vacation leave shall be credited on July 1st of the fiscal year following the employee's appointment. However, no vacation shall be used before six (6) months of continuous service has elapsed.

Each permanent full-time employee in the bargaining unit appointed on or before July 1st and who serves continuously for one (1) full year until the following June 30th shall earn three (3) weeks of paid vacation to be granted during the following fiscal year.

Bargaining unit members who have completed five (5) years of full-time employment as of July 1st and served continuously for the previous twelve (12) months shall be entitled to a vacation of four (4) weeks annually.

Bargaining unit members who have completed fifteen (15) years of full-time employment as of July 1st and served continuously for the previous twelve (12) months 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 (1st) day of that month, and those appointed after the fifteenth (15th) day of any month shall be considered as having been appointed on the first (1st) day of the succeeding month.

Vacation leave is to be taken in units of not less than one (1) week except when accumulated vacation time is less than one (1) week or if other arrangements are authorized by the Corporation Counsel. Employees must take all vacation leave or one (1) week, whichever is less, during the fiscal year following the July 1st on which it is

earned. Additional vacation leave may be carried over from one fiscal year to the next to permit a maximum accumulation of no more than eight (8) weeks. Any extension of over forty (40) days of vacation must be approved by the Corporation Counsel in writing at the time the extension is granted. An additional twenty (20) days of vacation may be carried over from one fiscal year to the next with the approval of the Corporation Counsel, which shall not be unreasonably denied. However, at no time may an employee have more than twelve (12) weeks of vacation leave. In addition, any vacation days in excess of eight (8) weeks that are approved by the Corporation Counsel must be used within six (6) months of the date on which the extension is granted.

Vacation leave shall be granted by mutual agreement between the employee and the Corporation Counsel; provided, however that the Corporation Counsel shall not unreasonably withhold vacation leave of any employee. Upon the approval of the Corporation Counsel, vacations may be granted at a reasonable time as requested by the bargaining unit member.

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

Vacation Payout. In the event of the death of a bargaining unit member, his/her spouse and/or minor children shall receive the accrued vacation pay earned by the employee. Where the employee has no minor children and has notified the Department of Human Resources that a valid certificate of domestic partnership is on file with the City of Hartford, Town Clerk, pursuant to §2-63 of the Hartford Municipal Code, the domestic partner shall receive the accrued vacation pay earned by the employee. In the event the employee does not have a spouse, any minor children, or a domestic partner, the accrued vacation pay shall be paid to the estate of the deceased employee.

Bargaining unit members who are separated from the City and who have accrued vacation leave to their credit at the time of separation shall be paid the salary equivalent of the accrued vacation leave. Vacation leave accrued during the fiscal year in which the bargaining unit member is separated but not yet credited to the bargaining unit member will only be paid if the employee provided a minimum of two (2) weeks' notice before voluntary separation and/or was not terminated for just cause.

2. **Sabbatical Leave**. Effective July 1, 1994 and on each successive July 1, five (5) days of sabbatical leave for independent research and study shall be granted to each employee who was employed as a bargaining unit member on or before February 1 in the prior fiscal year. An employee who was employed, as a bargaining unit member after February 1 in the prior fiscal year shall be granted on July 1, one (1) day of sabbatical leave for each whole month of employment in the prior fiscal year. Such sabbatical leave must be used within the fiscal year in which it is granted. The research and study performed during such leave will be solely at the discretion of the employee.

When a bargaining unit member terminates employment with the City for whatever reason, he or she shall forfeit all sabbatical leave hours credited but not used before the bargaining unit member's actual last day worked. If the bargaining unit member's run out of vacation leave extends the bargaining unit member's paid status to July 1 or later,

he or she shall not be eligible to receive sabbatical leave for an additional year, even if the bargaining unit member's actual last day worked was between February 1 and June 30 of the previous fiscal year.

3. Holidays. The following days shall be recognized and observed as paid holidays for all bargaining unit members:

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

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

Each bargaining unit member shall receive one (1) day's pay for each of the holidays listed above on which he/she performs no work provided the employee is on the payroll the day before and the day after the holiday unless excused in advance.

When a holiday falls on an employee's regular day off, he/she shall receive a compensatory day off to be scheduled with the approval of the Corporation Counsel.

Washington's Birthday and Lincoln's Birthday may be combined into one holiday (President's day) when and if the City adopts such a holiday schedule for non-union and unclassified employees. As a result of this change, bargaining unit members will receive one (1) floating holiday.

A Bargaining Unit member may, with the advance permission of the Corporation Counsel, substitute (float) a maximum of three (3) work days annually for and in place of holidays the member was required to work because of professional commitments and obligations, including, but not limited to, court appearances, depositions, seminars and/or committee, board or agency meetings or hearings.

4. Sick Leave. Each full-time bargaining unit member shall earn sick leave with pay during and after his/her probationary period according to the following schedule:

Length of Service In Months	Days of Sick Leave For Employees
1	1¼
2	2½
3	3¾
4	5
5	6¼

Length of Service In Months	Days of Sick Leave For Employees
6	7½
7	8¾
8	10
9	11¼
10	12½
11	13¾
12	15

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

Any unused sick leave shall accumulate from fiscal year to fiscal year to a total of one hundred and twenty (120) working days. Thereafter, any unused sick leave shall accumulate from fiscal year to fiscal year at a rate of one (1) day of accumulation for each two (2) days of unused sick leave. Accumulated sick leave may be used for the purposes specified in this Section if and when needed.

No refund of vacation leave shall be allowed due to illness incurred while on vacation leave. Holidays and regular days off shall not be counted in computing sick leave taken.

Use of Sick Leave. Sick leave may be used for the following purposes:

(a) Personal illness, physical incapacity, or noncompensable bodily injury or disease.

(b) Enforced quarantine in accordance with community health regulations.

(c) For a reasonable period of time as defined by the Director of Human Resources and Labor Relations for illness or physical incapacity in the employee's immediate family or others domiciled in the same household as the employee prior to the illness and for whom the employee is responsible and the primary care giver. Immediate family is defined for purposes of this provision to be father, mother, sister, brother, wife, husband, domestic partner or children related either by blood, marriage or adoption to the employee.

(d) To meet medical and dental appointments of emergency nature. In addition, sick leave also may 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 Corporation Counsel is notified in advance of the day on which the absence occurs.

(e) Death of relatives or friends, marriage in the immediate family, celebration of religious holidays and christenings, graduations and similar ceremonies where there is a clear family obligation to attend, provided prior notification to the

Corporation Counsel is submitted in writing giving full particulars in advance, subject to approval either before or after the absence. A maximum of three (3) days a year under this provision shall be granted except that it may be increased in situations beyond the employee's control upon approval by the Director of Human Resources and Labor Relations.

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

Fathers wishing to take such leave must provide a copy of the birth certificate as proof of paternity. Leave will not be granted without the above documentation being provided within five (5) days of the birth.

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

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

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

(i) 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 subject to the same notification requirements as in Paragraph e. above. Any personal days taken shall be deducted from the bargaining unit member's sick leave accrual balance.

Aggregate Years of Service	Total Number of Personal Days
Less than eight (8) years	Up to three (3) days
Eight (8) years but less than fifteen (15)	Up to four (4) days
Fifteen (15) years or more	Up to five (5) days

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

Proof of Illness or Other Uses of Sick Leave. The Corporation Counsel may require proof of illness or other uses of sick leave as provided in this Section. In the judgment of the Corporation Counsel, proof of sick leave may include a doctor's certificate or other reasonable verification available to the employee. For absences of less than three (3) work days, proof of sick leave will not normally be required unless, in the judgment of the Corporation Counsel, there is a question of authorized usage. For absences of three (3) consecutive work days or more, a doctor's certificate will normally be required. For absences exceeding one (1) week, a doctor's certificate indicating the probable duration of the disability may be required, and additional certificates may be required for extended illnesses.

Compliance with Sick Leave Requirements. Sick leave provided above shall be granted only if the requirements of these provisions are complied with and the employee reports the illness to the Corporation Counsel or designee within two (2) hours of his or her regularly scheduled start time on each day of 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.

Payment of Sick Leave. For all full-time bargaining unit members hired on or after July 1, 2006, the City will make payment for accumulated sick leave as follows:

(a) Full payment of accumulated sick leave in case of death.

(b) Fifty percent (50%) payment of accumulated sick leave at time of retirement.

Payments in case of death will be made to the employee's spouse and/or minor children. Where the employee has no minor children and has notified the Human Resources Department that a valid certificate of domestic partnership is on file with the City of Hartford, Town Clerk, pursuant to §2-63 of the Hartford Municipal Code, the domestic partner will receive the payment. In the event the employee does not have a spouse, minor children or a domestic partner, the payment will be made to the estate of the deceased employee.

Sick Leave Donation. A bargaining unit member who has accumulated at least thirty (30) days of sick leave may donate a portion of his or her accumulated sick leave to another bargaining unit member, who through serious and protracted illness has used up all of his or her accumulated sick leave, compensatory time and vacation leave. The Chief Operating Officer 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 employee 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 employee to a total donation of thirty (30) days shall be permitted between any two (2) employees.

(c) Sick leave, donated by one employee to another, when used, shall be paid at the hourly rate of the donor or donee, whichever is less.

(d) No more than twenty (20) days of donated leave may be allowed to accumulate in any donee's name at any given time, provided 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.

Advance of Sick Leave. Sick leave advance may be granted by the Corporation Counsel with the approval of the Director of Human Resources and Labor Relations. In requesting an advance of sick leave, the Corporation Counsel shall submit the following information to the Director of Human Resources and Labor Relations:

(a) The length of City service of the employee;

(b) The sick leave record of the employee; and

(c) A medical certificate that shall include the prognosis and the probable date when the employee will return to work.

No advance of sick leave may be authorized unless the employee exhausts all accrued leave. In no case shall advanced sick leave exceed twenty (20) days at full pay.

Any advanced sick leave shall be repaid by a charge against such sick leave as the employee may subsequently accrue. No repayment of advanced sick leave shall be required until the employee has first accrued five (5) days of sick leave following the employee's return to duty.

5. Maternity. Pregnancy, childbirth and related medical conditions will be treated in the same manner as other conditions that result in a temporary disability. Such leave due to pregnancy, childbirth and related conditions shall be granted on the same basis as other illnesses or disabilities. This provision shall not impact an employee's rights under either federal or state family and medical leave acts.

Employees in good standing who comply with the provisions of this Section may resign or take maternity leave as provided below:

(a) A bargaining unit member who wishes to return to her same position must notify the Corporation Counsel in writing two (2) weeks prior to her last scheduled work day. Such employee will be granted a maternity leave of absence of six (6) weeks after delivery date and shall return to work at the expiration of the leave of absence only after consultation with the member's personal physician that the bargaining unit member is physically capable of returning to work. An employee is eligible for paid sick leave in accordance with Article III, Section 3.5.4 of this Agreement. When any accumulated sick leave is exhausted, the bargaining unit member will be carried on a leave of absence without pay for the balance of the maternity leave period.

Any employee who is unable to return to employment at the end of the six (6) week leave of absence may, with the permission of the Corporation Counsel, utilize other accumulated leave time to extend her maternity leave. Where a member has no accumulated leave time available, she may apply to the Director of Human Resources and Labor Relations for a leave of absence without pay, provided such leave does not exceed three (3) months in duration.

An employee who does not return to work on or before the expiration of her approved leave of absence will be deemed to have resigned. If the employee resigns in good standing on or before the expiration of the leave of absence, such resignation may be withdrawn as provided in paragraph b. of this Subsection.

(b) An employee may resign due to pregnancy by so notifying her department head in writing two (2) weeks prior to the last scheduled workday. Such resignation may be withdrawn as provided in Rule XII, Section 5 of the Personnel Rules and Regulations after consultation with the bargaining unit member's personal physician and the employee is capable of returning to work.

6. Longevity. Longevity payments to all bargaining unit members shall be based on the following scale:

Aggregate Years of Service	Total Annual Longevity
6 Years but less than 10	$125.00
10 Years but less than 15	$175.00
15 Years but less than 20	$250.00
20 Years or more	$350.00

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 dates used to determine eligibility for longevity payments shall be July 1, 1973 and July 1st of each and every year thereafter.

The total annual earned longevity payment shall be due and payable in one (1) lump sum payment on December 1st of each and every year only to those employees who are in active service on December 1st and to those employees who have retired in the period

between the determination of their eligibility on July 1st and the date of payment on December 1st.

Such longevity payment shall not affect the annual increment to which an employee is entitled, but is compensation for continued and faithful service to the City.

7. **Other Leaves of Absence With Pay.** The following provisions set forth other categories of leave of absence with pay for bargaining unit members. In the event such leave is granted, medical benefits will continue for the employee and their dependents; however, in the event the employee is entitled to military benefits, there will be coordination of benefits with coverage provided by the Federal Government's military health insurance program. All other conditions of employment should be treated as other leave with pay provisions of this Article.

(a) *Mandatory Leave.*

Jury and Civic Duties Requiring Appearance before Court or Other Public Body. Employees shall be granted a leave of absence for required jury or any other civic duty requiring appearance before a court or other public body. Such employees shall receive that portion of their regular salary, which will, together with their jury pay or fees, equal their total salary for the same period, except where this rule is in conflict with state or federal law.

National Guard, Other Reserve Activities: Circumstances and Limitations. Any full-time bargaining unit member who is a member of the National Guard or other reserve forces of the United States, and is required to undergo field training therein, shall be entitled to a leave of absence with pay for the period of such field training, to a maximum of one (1) month, provided the amount of compensation paid to such member for such leave of absence shall be the difference between the member's compensation for military activities as shown by a statement by military authorities giving the member's rank, pay and allowances and the amount of salary or wages due as an employee of the City. If the compensation for military service is equal to or greater than the salary or wages due as a City employee for the period covered by such military leave, then no payment shall be made, except that normal payroll deductions for pension and insurance purposes shall be paid by the City during such leave, with the exception of employee medical and dental contributions which must be paid by the employee.

Involuntary Activity for Military Duty. Any full-time employee will be granted leave with pay upon involuntary activation for military duty for a period not to exceed one (1) calendar year from the date of being called to active duty. The City shall pay the difference between all military pay received and the full-time employee's base salary. Computations shall be based on weekly equivalents. Military pay will be estimated at the time of leave and the difference with actual military pay to be reconciled upon return to City service.

Family Leave for Death in Immediate Family. Three (3) days special leave with full pay shall be granted for death in the immediate family of an employee or the

immediate family of the employee's spouse or domestic partner. Immediate family for purposes of this clause is defined as parents, grandparents, child, son-in-law, daughter-in-law, grandchild, spouse, domestic partner, brother, sister, and any relation who is domiciled in the employee's household.

(b) *Miscellaneous*.

State and National Meetings. Leaves with pay may be authorized for not more than one (1) duly accredited delegate from each local union or veterans' organization to attend state and national union and veterans' conventions or for officially designated representatives of the City to attend state or national meetings of professional societies and organizations for a period not to exceed five (5) days, if such leave is approved by the Corporation Counsel and the Director of Human Resources and Labor Relations.

Official Training and Activities. With the approval of the Director of Human Resources and Labor Relations, leave with pay may also be granted by the Corporation Counsel for the purpose of allowing a regular bargaining unit member to engage in official training courses or to participate in other official activities.

Early Closings. The Director of Human Resources and Labor Relations, with the approval of the Mayor or his or her designee, may authorize for the employees of all departments either full or partial days off in addition to those already authorized in this Article to permit early closing in such instances as severe snow storms, extreme hot weather and at time of celebrations.

8. Leaves of Absence Without Pay. The Mayor upon the recommendation of the Director of Human Resources and Labor Relations and the Corporation Counsel may grant a bargaining unit member an unpaid leave of absence for a period of up to one (1) calendar year. Upon the determination of the Mayor, unpaid leaves of absence may be extended. During an unpaid leave of absence, an employee may exercise the option of continuing all benefits normally provided by the City by paying all the required premiums for such benefits. While on unpaid leave, an individual shall remain an employee of the City; however, the period of any such leave shall not be considered a period of service for purposes of salary and fringe benefit calculation, retirement, longevity or seniority. Any family or medical leave taken pursuant to this Article shall count toward the one (1) year limit.

9. Employees on Military Leave. Qualified employees will be provided reemployment rights in accordance with the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA).

10. Family and Medical Leave. An employee who is an "eligible employee" as defined under the Federal Family and Medical Leave Act (FMLA), 29 U.S.C. 1601, et seq., may be eligible for job protected family and medical leave. Except as otherwise provided below, eligible employees shall be granted up to a maximum of twenty-four

(24) weeks of family and medical leave within any two (2) year period for a qualifying event as outlined under the FMLA or the City of Hartford Municipal Code.

(a) Notification. Any employee requesting leave under this Paragraph for reasons of serious medical illness may submit before inception of such family and medical leave the City's completed medical certification from the attending physician of the employee, child or employee's covered family member, describing the nature and probable duration of the illness. For purposes of this Paragraph, "serious illness" is defined per the FMLA.

Any employee requesting leave under this Paragraph for the birth or adoption of a child must submit proof of the birth or adoption.

(b) Types and Conditions of Leave.

Intermittent and Reduced Schedule Leave. An employee may take intermittent or reduced schedule leave whenever it is medically necessary for a serious health condition of employee or the employee's covered family member. Notwithstanding other provisions in this Paragraph, intermittent leave may only be taken up to the equivalent of twelve (12) weeks in a twelve (12) month period.

Service Member Leave. Where the FMLA grants additional leave time to identified classes of employees, such as employees in the Armed Services or whose families are in the Armed Services, the maximum leave periods described in this Paragraph shall be extended to comply with the FMLA.

Conditions of Leave.

- Employees on family and medical leave shall have the continuity of their employment preserved for seniority purposes.

- Employees on family and medical leave shall have their health insurance coverage maintained during the period of approved family and medical 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.

- Any accrued leave must be substituted for unpaid family and medical leave until it is exhausted, and said accrued leave shall be included in, and shall not be in addition to, the maximum leave allowed as provided in this Paragraph.

(c) Job Restoration. An employee who returns to work following the expiration of a family or medical leave is entitled to return to the job held prior to the leave or to an equivalent position within the same department with equivalent pay and benefits. An employee who does not return to work on or before the expiration of

his or her approved family and medical leave or any extension will be deemed to have resigned.

11. Absense 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 this Article 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 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.

12. Procedure for Requesting Leave. A bargaining unit member requesting a leave of absence for any reason other than sick leave must fill out a request form. The requested leave shall be approved by the Corporation Counsel and by the Director of Human Resources and Labor Relations. The Director of Human Resources and Labor Relations shall determine whether the employee is entitled to leave, indicate the amount of leave left the employee after taking the requested leave, and send a copy of the form to the Corporation Counsel who will return it to the employee. Requests for vacation leave must be made in advance to allow time to carry out this procedure.

Section 3.6 PENSIONS AND RETIREMENT BENEFITS

Pension. The pension rights and benefits for bargaining unit members shall be as enumerated in Chapter 2A of the City of Hartford Municipal Code (hereinafter, "Municipal Code") and this Section. The provisions of this Section may not reflect every pension right and benefit afforded to bargaining unit members, but rather are a summary of some of those rights and benefits. Any benefits described in this Section that conflict with the Municipal Code shall be controlling.

1. Bargaining Unit Members Hired On or After July 1, 2006 But Before November 26, 2012 (hereinafter, "Pre-2012 MLA")

Normal Retirement. Pre-2012 MLA members shall be eligible for a normal retirement allowance upon attaining age fifty-five (55) and completing at least twenty-five (25) years of continuous full-time service, or upon attaining age sixty (60) and completing at least five (5) years of continuous service.

The normal retirement allowance for Pre-2012 MLA members shall be based on two percent (2%) of the employee's final average pay per each whole year of service to a maximum pension benefit of seventy percent (70%) of final average pay.

Early Retirement. Pre-2012 MLA members shall be eligible for an early retirement allowance upon attaining age fifty-five and completing at least five (5) years of continuous service.

The early retirement allowance for Pre-2012 MLA members shall be based on the normal retirement allowance formula but reduced by four percent (4%) for each whole year the Pre-2012 MLA member retires short of age sixty (60).

Vesting. Effective July 1, 2006, Pre-2012 MLA members shall be vested in the City pension plan after five (5) whole years of continuous, uninterrupted service.

Employee Contributions. The pension contributions for all Pre-2012 MLA members shall be five percent (5%) on the Social Security covered portion of earnings and eight percent (8%) on earnings in excess of Social Security coverage. Such contributions will be made on a pre-tax basis, pursuant to a Section 414(h) (2) plan.

Sick Leave Exchange. Pre-2012 MLA members shall not be eligible for sick leave exchange.

Credited Service. For purposes of calculating the amount of any retirement allowance that is based upon the provision of a specified percentage of final average pay for each year of creditable service, a Pre-2012 MLA member's year(s) of creditable service may include:

(a) Creditable actual service;

(b) Transferred service, to the extent the Pre-2012 MLA member is otherwise entitled to have such service credited pursuant to the provisions of Section 2A-8(a)(1) of the Municipal Code; and

(c) Prior Military service, to the extent the Pre-2012 MLA member is otherwise entitled to have such service credited pursuant to the provisions of Section 2A-8(a)(2) of the Municipal Code and provided that the Pre-2012 MLA member has submitted written notice to the pension commission of his or her election to do so by January 1, 1985, or within one (1) year of the Pre-2012 MLA member's employment, whichever is later.

2. ***Bargaining Unit Members Hired On or After November 26, 2012 (the approval of the 2011-2015 Agreement) (hereinafter, "Post-2012 MLA")***

Normal Retirement. Post-2012 MLA members shall be eligible for a normal retirement allowance upon attaining age fifty-five (55) and completing twenty (20) years of actual service, or upon attaining age sixty-two (62) and completing at least five (5) years of continuous service.

The normal retirement allowance for Post-2012 MLA members shall amount to one and three-quarters percent (1.75%) of final average pay for each whole year of creditable service to a maximum of seventy percent (70%) of final average pay.

Early Retirement. Post-2012 MLA members shall be eligible for an early retirement allowance upon attaining age fifty-five and completing at least five (5) years of continuous service.

The early retirement allowance for Post-2012 MLA members shall be based on the normal retirement allowance formula but reduced by four percent (4%) for each whole year the Post-2012 MLA member retires short of age sixty-two (62).

Vesting. Post-2012 MLA members shall be vested in the City pension plan after five (5) whole years of continuous, uninterrupted service.

Employee Contributions. The pension contributions for all Post-2012 MLA members shall be five percent (5%) on the Social Security covered portion of earnings and eight percent (8%) on earnings in excess of Social Security coverage. Such contributions will be made on a pre-tax basis, pursuant to a Section 414(h) (2) plan.

Sick Leave Exchange. Post-2012 MLA members shall not be eligible for sick leave exchange.

Credited Service. For purposes of calculating the amount of any retirement allowance that is based upon the provision of a specified percentage of final average pay for each year of creditable service, a Post-2012 MLA member's year(s) of creditable service may include:

(a) Creditable actual service;

(b) Transferred service, to the extent the Post-2012 MLA member is otherwise entitled to have such service credited pursuant to the provisions of Section 2A-8(a)(1) of the Municipal Code;

(c) Prior Military service, to the extent the Post-2012 MLA member is otherwise entitled to have such service credited pursuant to the provisions of Section 2A-8(a)(2) of the Municipal Code and provided that the Post-2012 MLA member has submitted written notice to the pension commission of his or her election to do so within one (1) year of the Post-2012 MLA member's employment; and

Other Retirement Benefits. Employees hired on or after July 1, 2006, shall not receive any retiree health insurance. However, employees hired on or after July 1, 2006 will receive $15,000 City paid up life insurance at the time of retirement.

Section 3.7 LAYOFF AND RECALL

The City shall not lay off any bargaining unit member while this Agreement is in effect. This provision is strictly limited to layoff for lack of work and/or funds, has no impact on the normal processes of other forms of voluntary or disciplinary terminations or retirements, and does not limit the provisions of Section 1.6 of this Agreement. For such period and in consideration of the foregoing, the City shall have the right to contract out bargaining unit work to private attorneys or consultants as it deems appropriate.

In the event a layoff is necessary in a particular bargaining unit classification, the layoff will be made in inverse order of length of full-time continuous service in the Office of the Corporation Counsel. In the case of ties, the bargaining unit member with the least service in the classification shall be the first laid off. Laid off bargaining unit members may displace the least senior bargaining unit member in any lower bargaining unit classification provided that the laid off member has more full-time continuous

service in the Office of the Corporation Counsel than that of the member in the lower classification and that the laid off member had previously held that lower classification. No probationary or full-time permanent employee, as defined in the Personnel Rules and Regulations, shall be laid off from any position while a part-time, seasonal or temporary employee is employed in the same classification in the Office of the Corporation Counsel.

Bargaining unit members will be advised of their layoffs in writing at least three (3) calendar weeks prior to the effective date of such layoffs. Such notice will be sent to the bargaining unit member's last known address, the President of the Association and to the Director of Human Resources and Labor Relations.

Laid off bargaining unit members will be subject to recall for two (2) years from the effective date of their layoff as such date is identified in the notice of layoff. The bargaining unit member with the most continuous full-time service with the office of the Corporation Counsel will be the first to be recalled to the same bargaining unit classification from which the member was laid off or to a bargaining unit classification in which the member previously completed a probationary period. No new employee may be appointed to a bargaining unit classification until all laid off members have been recalled, unless such laid off members' recall rights have been exhausted or forfeited.

Notice of recall will be sent to the bargaining unit member at the member's last known address, the President of the Association and the Director of Human Resources and Labor Relations. If the recalled member fails to report to work within three (3) calendar weeks from the date of the recall notice, the laid off member shall forfeit all remaining recall rights. Laid off members may be granted additional time to report to work from recall provided such extension of time is approved by the Corporation Counsel and the Director of Human Resources and Labor Relations.

Section 3.8 HOURS OF WORK

Bargaining unit members in the administrative series classified as Associate Counsel, Assistant Corporation Counsel and Senior Assistant Corporation Counsel shall work a flexible forty (40) hour work week. The standard work day shall be between the hours of 8:00 a.m. and 6:00 p.m. However, such employees are responsible for fulfilling the duties of their positions regardless of the hours of work or the schedule of hours that may be necessary. Often, this requires work outside the hours of 8:00 a.m. to 6:00 p.m. Any time less than the standard work day or work week shall not be charged or debited in any manner; provided, however, it shall be the responsibility of the Corporation Counsel to assure that such employees work at least the normal hours, on average, for their department.

Any time in excess of the standard work week, or in excess of the twenty (20) hour work week in the case of part-time attorneys, shall not be compensated or credited in any manner, except that bargaining unit members will be credited with not more than five (5) compensatory days per year for work in excess of the normal hours in a day or week and such compensatory time shall not accumulate in any case to more than five (5) working days. Such compensatory time may be used in lieu of or in connection with regular

vacation time and shall be scheduled at a time mutually agreeable to the employee and the supervisor. Bargaining unit members will be allowed to accumulate up to five (5) compensatory days between July 1 and June 30, but no more than five (5) days may be accumulated at a time.

Not more than two (2) attorneys in the Corporation Counsel's office may elect to work a twenty (20) hour week schedule at the same time. The right to work a twenty (20) hour work week will be limited to two (2) attorneys at the same time. Such right shall also be subject to the requirement that there must be a minimum number of eight (8) remaining full-time attorneys on the staff if and when a person elects to work a twenty (20) hour work week. Unless two (2) attorneys are already working on a twenty (20) hour work week schedule, and provided there are at least eight (8) full-time attorneys remaining on the staff, an attorney who elects to work a twenty (20) hour work week will be permitted to work on a twenty (20) hour work week schedule. An attorney who commences to work on a twenty (20) hour work week schedule shall remain on such a schedule for at least three (3) months and will be continued on such schedule until the attorney elects to return to a normal forty (40) hour work week schedule. If an attorney requests a twenty (20) hour work week schedule while two (2) other attorneys are already working a twenty (20) hour work schedule, such request shall be denied until one of the other attorneys on the twenty (20) hour work week schedule resumes a normal forty (40) hour work week schedule. Attorneys working on a twenty (20) hour work week as permitted by said rule shall be considered full-time, permanent active employees for the purposes of Sections 2-416 and 2-417 of the Municipal Code. Such employees will be paid at the same hourly rate as they were paid prior to working on a twenty (20) hour schedule.

No bargaining unit members in the Corporation Counsel Office, whether working a forty (40) hour work week schedule or a twenty (20) hour work week schedule, shall engage in the private practice of law. For purposes of this Agreement and provided that prior approval by the Corporation Counsel is obtained, the "private practice of law" shall not include educational engagements, such as professional seminars, college or post-graduate classes, or professional/educational clinics. Participation in educational engagements shall not conflict with the bargaining unit member's work responsibilities. Approval by the Corporation Counsel shall not be unreasonably denied.

Section 3.9 WORKERS' COMPENSATION

Each employee in the bargaining unit shall be compensated for any injury or occupational disease under the provisions of the Workers' Compensation Act of Connecticut. The Association acknowledges and agrees that medical and health care pursuant to the Workers' Compensation Act will be provided in accordance with the City's Managed Care Workers' Compensation Program. While out on Workers' Compensation leave, the employee is responsible for paying the employee share of his/her medical and dental premiums, as defined in Section 3.4 of this Agreement.

Section 3.10 PROFESSIONAL RESPONSIBILITY

It is understood and agreed that the professional responsibilities of bargaining unit members are guided by the Rules of Professional Conduct under which members of the bar operate and that such bargaining unit members represent the City of Hartford in matters as determined and assigned by the Corporation Counsel within the framework of the Professional Rules of Conduct.

Section 3.11 PROFESSIONAL MEMBERSHIPS

Effective November 26, 2012 (the approval of the 2011-2015 Agreement), the City shall pay the cost of the following annual memberships:

- The Connecticut Bar Association for each bargaining unit member,
- The Connecticut Association of Municipal Attorneys for the Corporation Counsel Office, and
- Additional law-related memberships, which will be selected by the bargaining unit member and limited to a maximum annual cost of four hundred dollars ($400.00) per member.

Section 3.12 PARKING

The City will provide one (1) parking space in the covered parking lot located on Sheldon Street for the use of bargaining unit members.

ARTICLE IV
FAIR PRACTICES

Section 4.1 DISCRIMINATION

The City agrees not to discriminate in the application of the terms of this Agreement against any employee on the basis of race, religion, creed, political affiliation, color, national origin, age, sex, sexual orientation, perceived sexual identity, disability, marital status, or other protected classification under federal, state or local law.

Section 4.2 DISCIPLINE

No permanent employee may be disciplined or discharged except for just cause.

Any disciplined or discharged permanent employee shall be provided with notice of such disciplinary action, in writing, prior to the discipline or discharge. The President of the Association shall be provided with a copy of any notice of suspension or discharge.

Any permanent employee who is suspended or discharged may appeal such action beginning at the second step of the grievance procedure provided that such appeal is filed with the Director of Human Resources and Labor Relations within ten (10) working days of the effective date of such disciplinary action.

ARTICLE V
COVENANTS

Section 5.1 LOCAL AND STATE 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 inoperative, null and void during the term of this Agreement, unless otherwise mutually agreed.

Section 5.2 SAVING CLAUSE

Should any provision of this Agreement be found to be inoperative, void or invalid by a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

Section 5.3 DURATION

This Agreement shall be in effect from July 1, 2011 through June 30, 2015 and shall continue in effect unless amended, modified or terminated. Either party wishing to amend, modify or terminate this Agreement must so advise the other in writing no later than one hundred and fifty (150) days prior to the expiration of this Agreement and begin negotiations no later than one hundred and twenty days (120) days prior to the expiration of this Agreement. If the parties are not able to reach an agreement by June 30, 2015, then the terms and conditions of this Agreement shall remain in full force and effect until a new agreement is reached.

Section 5.4 ENTIRE AGREEMENT

This Agreement contains the full and complete agreement between the City and the Union on all bargainable issues and neither party shall be required during the term hereof to negotiate or bargain upon any issue, whether it is covered or not covered in this Agreement.

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

CITY OF HARTFORD

By: _____
Pedro E. Segarra, Mayor

Date: _____

MUNICIPAL LAWYERS' ASSOCIATION

By its Negotiating Team

By: _____
Jonathan Beamon, Union President

Date: 3/17/15

By: _____
Henry Burgos, Director of Human Resources & Labor Relations

Date: 3/17/2015

As to form and legality

By: _____
Henri Alexandre
Acting Corporation Counsel

Date: 3/24/15

APPENDIX A
MINIMUM-MAXIMUM SALARY RANGES

CODE	CLASS	EFFECTIVE DATE	% INCREASE	BI-WEEKLY MINIMUM	BI-WEEKLY MAXIMUM
9711	Associate Counsel	06/30/2011		$1,582.50	$2,216.00
		07/03/2011	4%	$1,645.80	$2,304.64
		07/01/2012	4%	$1,711.63	$2,396.83
		07/07/2013	4%	$1,780.10	$2,492.70
		07/06/2014	4%	$1,851.30	$2,592.41

CODE	CLASS	EFFECTIVE DATE	% INCREASE	BI-WEEKLY MINIMUM	BI-WEEKLY MAXIMUM
9712 & 7004	Assistant Corporation Counsel	06/30/2011		$2,524.00	$3,999.50
		07/03/2011	4%	$2,624.96	$4,159.48
		07/01/2012	4%	$2,729.96	$4,325.86
		07/07/2013	3%	$2,811.86	$4,455.64
		07/06/2014	3%	$2,896.22	$4,589.31

CODE	CLASS	EFFECTIVE DATE	% INCREASE	BI-WEEKLY MINIMUM	BI-WEEKLY MAXIMUM
7001	Senior Assistant Corporation Counsel	06/30/2011		$2,776.00	$4,218.00
		07/03/2011	4%	$2,887.04	$4,386.72
		07/01/2012	4%	$3,002.52	$4,562.19
		07/07/2013	3%	$3,092.60	$4,699.06
		07/06/2014	3%	$3,185.38	$4,840.03

APPENDIX B

CITY OF HARTFORD - MLA
Benefits at a Glance

	In Network *You Pay:*	Out-of-Network *You Pay:*
Office Visit Co-Payment	$25	Deductible & Coinsurance
Hospital Co-Payment	$250	Deductible & Coinsurance
Urgent Care Co-Payment	$50	Not Covered
Emergency Room Co-Payment – *waived if admitted*	$150	$150
Outpatient Surgery Co-Payment	No Charge	Deductible & Coinsurance
Annual Deductible *(Individual/2-Member Family/3+ Member Family)*	Not Applicable	$250/$500/$500
Coinsurance (Non-participating providers)		20% after deductible up to
Coinsurance Maximum *(Individual/2-Member Family/3+ Member Family)*		$1,250/$2,500/$2,500
Lifetime Maximum	Unlimited	Unlimited
Human Organ Transplant Lifetime Maximum	Unlimited	Unlimited

PREVENTIVE CARE

Well Child Care	No Copayment	Deductible & Coinsurance
Periodic, Routine Health Examinations	No Copayment	
Routine Eye Screenings – *One exam every calendar year**	No Copayment	
Routine OB/GYN Visits – *One exam per year*	No Copayment	
Mammography *1 Baseline age 35 – 39 years 1 Screening per year age 40+* *Additional exams when medically necessary*	No Charge	
Hearing Screening – *One exam every calendar year**	No Copayment	
***Vision and hearing exams will require a copayment if service is rendered by any provider other than your PCP.**		

MEDICAL CARE

Primary Care Office Visits	$25 Copayment	Deductible & Coinsurance
Specialist Consultations	$25 Copayment	
OB/GYN Care	$25 Copayment	
Maternity Care – *Initial visit subject to co-payment; no charge thereafter*	$25 Copayment	
Laboratory	No Charge	
X-Ray and Diagnostic Testing	No Charge	
Allergy Services *Office visits/testing* *Injections – 80 visits in 3 years*	 $25 Copayment No Charge	

HOSPITAL CARE – ***Prior Authorization Required.***

Semi-Private Room	$250 Copayment	Deductible & Coinsurance
Maternity and Newborn Care	$250 Copayment	
Skilled Nursing Facility – *Up to 120 days per calendar year*	$250 Copayment	
Rehabilitation Services – *Up to 60 days per person per calendar year*	$250 Copayment	
Outpatient Surgery – *In a hospital or surgi-center*	No Charge	

EMERGENCY CARE

Walk-In Centers	$25 Copayment	Deductible & Coinsurance
Urgent Care – *at participating centers only*	$50 Copayment	Not Covered
Emergency Care – *Copayment waived if admitted*	$150 Copayment	$150 Copayment
Ambulance – *Land and air are subject to statewide rate schedule*	No Charge	No Charge

OTHER HEALTH CARE – *Prior Authorization May Be Required*

Outpatient Rehabilitative Services *50 visit maximum for PT, OT & Chiro per year* *PT and OT* *ST and Chiro* *Once maximum is met any additional services are covered as Out of Network subject to deductible and Out of Network cost shares*	No Charge $25 Copayment	Deductible & Coinsurance
Prosthetic Devices	No Charge	
Durable Medical Equipment (including surgical stockings & orthotics)	No Charge	
Breast Implant Removal - *$1,000 Maximum*	No Charge	
Ostomy Supplies (Unlimited per member per calendar year maximum)	No Charge	
Lasik Surgery	Not Covered	Not Covered
Sex Change Operation	Not Covered	Not Covered
Nicorette	Not Covered	Not Covered
Rogaine	Not Covered	Not Covered

MENTAL HEALTH/SUBSTANCE ABUSE CARE

Inpatient	$250 Copayment	Deductible & Coinsurance
Outpatient/Office Visits (Prior authorization after the 40th visit)	$25 Copayment	

***Schedule of Health Examinations:**
One (1) exam per month from birth through six (6) months
One (1) exam every two (2) months from six (6) months through eleven (11) months
One (1) exam every three (3) months from twelve (12) months through twenty-three (23) months
One (1) exam every six (6) months from twenty-four (24) months through thirty-five (35) months
One (1) exam annually from three (3) through seventeen (17) years
Seventeen Plus (17+) years – One (1) exam a year

Note: In situations where the member is responsible for obtaining necessary precertification or prior authorization and fails to do so, benefits may be reduced or denied.

This summary of benefits has been updated to comply with federal and state requirements, including applicable provisions of the recently enacted federal health care reform laws. As the City receives additional guidance and clarification on the new health care reform laws form the U.S. Department of Health and Human Services, Department of Labor and Internal Revenue Service, we may be required to make additional changes to this summary.

This summary also does not constitute your health plan or insurance policy. It is only a general description of the plan. The following are examples of services NOT covered by your Century Preferred Health Plan. Please refer to your Certificate/Evidence of Coverage/Summary Booklet for more details: Cosmetic surgeries and services; custodial care; genetic testing; hearing aids; refractive eye surgery; services and supplies related to, as well as the performance of sex change operations; surgical and non-surgical services related to TMJ syndrome; travel expenses; vision therapy; services rendered prior to your contract effective date or rendered after your contract termination date; and workers' compensation.

Effective January 1, 2009

CITY OF HARTFORD
MANAGED 3-TIER PRESCRIPTION DRUG PROGRAM
Benefits at a Glance

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. CVS Caremark and City of Hartford are confident you will find value with your new prescription benefit program.

	CVS Caremark Retail Pharmacy Network For Short-Term Medications (Up to a 30-Day Supply)	**CVS Caremark Mail Service Pharmacy** For Long-Term Medications (Up to a 90-Day Supply)
Where	The CVS Caremark Retail Network includes more than 64,000 participating pharmacies nationwide, including independent pharmacies, chain pharmacies, and 7,100 CVS/pharmacy locations. To locate a CVS Caremark participating retail network pharmacy in your area, simply click on "Find a Pharmacy" at www.caremark.com or call a Customer Care representative toll-free at 1-877-461-0101.	Simply mail your original prescription and the mail service order form to CVS Caremark. Your medications will be sent directly to your home, office or a location of your choice.
Generic Medications Ask your doctor or other prescriber if there is a generic available, as these generally cost less.	**$5** for a generic prescription **20%** for out of network pharmacies	**$10** for a generic prescription
Preferred Brand-Name Medications If a generic is not available or appropriate, ask your doctor or healthcare provider to prescribe from your plan's preferred drug list.	**$25** for a preferred brand-name prescription **20%** for out of network pharmacies	**$50** for a preferred brand-name prescription
Non-Preferred Brand-Name Medications You will pay the most for medications not on your plan's preferred drug list.	**$35** for a non-preferred brand-name prescription **20%** for out of network pharmacies	**$70** for a non-preferred brand-name prescription
Refill Limit	None	None
Web Services	Register at www.caremark.com to access tools that can help you save money and manage your prescription benefit. To register, have your Prescription Card ready.	
Customer Care	Visit www.caremark.com or call toll-free at 1-877-461-0101.	
Please Note: When a generic is available, but the pharmacy dispenses the brand-name medication for any reason, you will pay the difference between the brand-name medication and the generic plus the brand copayment. You can avoid paying a cost difference penalty on a brand-name drug by asking your prescriber to contact customer care and request prior authorization.		

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

APPENDIX C

CITY OF HARTFORD – MLA
Benefits at a Glance – Effective January 1, 2013

	In Network *You Pay:*	Out-of-Network *You Pay:*
Office Visit Co-Payment	$25	Deductible & Coinsurance
Hospital Co-Payment	$300	Deductible & Coinsurance
Urgent Care Co-Payment	$100	Not Covered
Emergency Room Co-Payment – *waived if admitted*	$150	$150
Outpatient Surgery Co-Payment	$150	Deductible & Coinsurance
Annual Deductible *(Individual/2-Member Family/3+ Member Family)*	Not Applicable	$250/$500/$500
Coinsurance (Non-participating providers)		20% after deductible up to
Coinsurance Maximum *(Individual/2-Member Family/3+ Member Family)*		$1,250/$2,500/$2,500
Lifetime Maximum	Unlimited	Unlimited
Human Organ Transplant Lifetime Maximum	Unlimited	Unlimited

PREVENTIVE CARE

Well Child Care	No Copayment	Deductible & Coinsurance
Periodic, Routine Health Examinations	No Copayment	
Routine Eye Screenings – *One exam every calendar year**	No Copayment	
Routine OB/GYN Visits – *One exam per year*	No Copayment	
Mammography *1 Baseline age 35 – 39 years 1 Screening per year age 40+* *Additional exams when medically necessary*	No Charge	
Hearing Screening – *One exam every calendar year**	No Copayment	
***Vision and hearing exams will require a copayment if service is rendered by any provider other than your PCP.**		

MEDICAL CARE

Primary Care Office Visits	$25 Copayment	Deductible & Coinsurance
Specialist Consultations	$25 Copayment	
OB/GYN Care	$25 Copayment	
Maternity Care – *Initial visit subject to co-payment; no charge thereafter*	$25 Copayment	
Laboratory	No Charge	
X-Ray and Diagnostic Testing – *Prior authorization is required for high cost diagnostic testing*	No Charge	
Allergy Services *Office visits/testing* *Injections – 80 visits in 3 years*	 $25 Copayment No Charge	

HOSPITAL CARE – *Prior Authorization Required.*

Semi-Private Room	$300 Copayment	Deductible & Coinsurance
Maternity and Newborn Care	$300 Copayment	
Skilled Nursing Facility – *Up to 120 days per calendar year*	$300 Copayment	
Rehabilitation Services – *Up to 60 days per person per calendar year*	$300 Copayment	
Outpatient Surgery – *In a hospital or surgi-center*	No Charge	

EMERGENCY CARE

Walk-In Centers	$25 Copayment	Deductible & Coinsurance
Urgent Care – *at participating centers only*	$100 Copayment	Not Covered
Emergency Care – *Copayment waived if admitted*	$150 Co-Payment	$150 Co-Payment
Ambulance – *Land and air are subject to statewide rate schedule*	No Charge	No Charge

OTHER HEALTH CARE – *Prior Authorization May Be Required*

Outpatient Rehabilitative Services *50 visit maximum for PT, OT & Chiro per year* *PT and OT* *ST and Chiro* *Once maximum is met any additional services are paid in full by the member for both In-Network and Out-of-Network services.*	No Charge $25 Copayment	Deductible & Coinsurance
Prosthetic Devices	No Charge	
Durable Medical Equipment (including surgical stockings & orthotics)	No Charge	
Breast Implant Removal - *$1,000 Maximum*	No Charge	
Ostomy Supplies (Unlimited per member per calendar year maximum)	No Charge	
Lasik Surgery	Not Covered	Not Covered
Sex Change Operation	Not Covered	Not Covered
Nicorette	Not Covered	Not Covered
Rogaine	Not Covered	Not Covered

MENTAL HEALTH/SUBSTANCE ABUSE CARE

Inpatient	$300 Copayment	Deductible & Coinsurance
Outpatient/Office Visits (Prior authorization after the 40th visit)	$25 Copayment	

***Schedule of Health Examinations:**
One (1) exam per month from birth through six (6) months
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One (1) exam every six (6) months from twenty-four (24) months through thirty-five (35) months
One (1) exam annually from three (3) through seventeen (17) years
Seventeen Plus (17+) years – One (1) exam a year

Note: In situations where the member is responsible for obtaining necessary precertification or prior authorization and fails to do so, benefits may be reduced or denied.

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Effective January 1, 2013

CITY OF HARTFORD
MANAGED 3-TIER PRESCRIPTION DRUG PROGRAM
Benefits at a Glance

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Where	The CVS Caremark Retail Network includes more than 64,000 participating pharmacies nationwide, including independent pharmacies, chain pharmacies, and 7,100 CVS/pharmacy locations. To locate a CVS Caremark participating retail network pharmacy in your area, simply click on "Find a Pharmacy" at www.caremark.com or call a Customer Care representative toll-free at 1-877-461-0101.	Simply mail your original prescription and the mail service order form to CVS Caremark. Your medications will be sent directly to your home, office or a location of your choice.
Generic Medications Ask your doctor or other prescriber if there is a generic available, as these generally cost less.	**$5** for a generic prescription **20%** for out of network pharmacies	**$10** for a generic prescription
Preferred Brand-Name Medications If a generic is not available or appropriate, ask your doctor or healthcare provider to prescribe from your plan's preferred drug list.	**$25** for a preferred brand-name prescription **20%** for out of network pharmacies	**$50** for a preferred brand-name prescription
Non-Preferred Brand-Name Medications You will pay the most for medications not on your plan's preferred drug list.	**$35** for a non-preferred brand-name prescription **20%** for out of network pharmacies	**$70** for a non-preferred brand-name prescription
Refill Limit	None	None
Web Services	Register at www.caremark.com to access tools that can help you save money and manage your prescription benefit. To register, have your Prescription Card ready.	
Customer Care	Visit www.caremark.com or call toll-free at 1-877-461-0101.	
Please Note: When a generic is available, but the pharmacy dispenses the brand-name medication for any reason, you will pay the difference between the brand-name medication and the generic plus the brand copayment. You can avoid paying a cost difference penalty on a brand-name drug by asking your prescriber to contact customer care and request prior authorization.		

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

APPENDIX D

FULL DENTAL PLAN

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

Covered services include:

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

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

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

ACCESSING BENEFITS:

Participating Dentists Benefits.

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

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

Non-Participating Dentists Benefits.

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

This does not constitute our health plan or insurance policy. Refer to your Master Group Policy or Description of Benefits, on file with your employer, for a complete listing of benefits, maximums, exclusions and limitations.

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

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

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

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

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

If the member is not covered by Dental Amendatory Rider C (Prosthodontics), we will pay for the following types of crowns, inlays or onlays, but only when there is clinical evidence that amalgam or synthetic fillings would not be satisfactory for the retention of the tooth:

- One tooth on either side or two teeth on one side of a replacement for missing teeth, as part of a fixed bridge.
- No benefits will be provided for the tooth replacements.
- Space Maintainers – Payment will be made for devices to preserve space due to premature loss of primary teeth, but not for interceptive orthodontic devices. Payment will be made for up to two devices per member per lifetime.

ACCESSING BENEFITS:

Participating Dentists Benefits.

The City's dental carrier will pay the lesser of fifty percent of the dentist's usual charge or fifty percent of the usual, customary and reasonable charge, as determined by us, for the dental services described in this Rider. Dentists who participate in our dental programs agree to accept our allowance as full payment and may not bill the member for any additional charges except for the remaining coninsurance balance.

Non-Participating Dentists Benefits.

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

This does not constitute your health plan or insurance policy. Refer to your Master Group Policy or Description of Benefits, on file with your employer, for a complete listing of benefits, maximums, exclusions and limitations.

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

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

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

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

ACCESSING BENEFITS:

Participating Dentists Benefits.

The City's dental carrier will pay the lesser of fifty percent of the dentist's usual charge or fifty percent of the usual, customary and reasonable charge, as determined by us, for the dental services described in this Rider. Dentists who participate in our dental programs agree to accept our allowance as full payment and may not bill the member for any additional charges except for the remaining coninsurance balance.

Non-Participating Dentists Benefits.

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

This does not constitute your health plan or insurance policy. Refer to your Master Group Policy or Description of Benefits, on file with your employer, for a complete listing of benefits, maximums, exclusions and limitations.

Periodontal services consisting of:

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

The maximum benefit we will provide for periodontal services per person per year is $500.

ACCESSING BENEFITS:

Participating Dentists Benefits.

The City's dental carrier will pay the lesser of fifty percent of the dentist's usual charge or fifty percent of the usual, customary and reasonable charge, as determined by us, for the dental services described in this Rider. Dentists who participate in our dental programs agree to accept our allowance as full payment and may not bill the member for any additional charges except for the remaining coninsurance balance.

Non-Participating Dentists Benefits.

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

This does not constitute your health plan or insurance policy. Refer to your Master Group Policy or Description of Benefits, on file with your employer, for a complete listing of benefits, maximums, exclusions and limitations.

The following orthodontic services are provided:

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

The maximum amount payable for orthodontic services is $600 per member per lifetime.

ACCESSING BENEFITS:

Participating Dentists Benefits.

The City's dental carrier will pay the lesser of sixty percent of the dentist's usual charge or sixty percent of the usual, customary and reasonable charge, as determined by us, for the dental services described in this Rider. Dentists who participate in our dental programs agree to accept our allowance as full payment and may not bill the member for any additional charges except for the remaining coninsurance balance.

Non-Participating Dentists Benefits.

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

This does not constitute your health plan or insurance policy. Refer to your Master Group Policy or Description of Benefits, on file with your employer, for a complete listing of benefits, maximums, exclusions and limitations.

APPENDIX E

Ord. 50-98

Introduced by: SAUNDRA KEE BORGES, City Manager

HEADING AND PURPOSE

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

COURT OF COMMON COUNCIL,
CITY OF HARTFORD,

August 10 1998

Be It Ordained by the Court of Common Council of the City of Hartford: That Chapter XVII, Section 3(b) of the Charter of the City of Hartford is hereby amended by adding the following paragraphs at the end thereof:

Notwithstanding any provisions of this Chapter to the contrary, including, without limitation, the provisions set forth in subsection 3(y)(4) of this Chapter, any permanent, nonbargaining unit city employee who is an active member of the unclassified service at any time between October 1, 1998 and December 31, 1998, both dates inclusive, and who previously has elected not to be, and is not then, a member of the fund, shall have the right to elect to become a member of the fund in accordance with and subject to the provisions of this subparagraph. Any employee who wishes to make such election shall give written notice to the city treasurer to that effect on or before December 31, 1998. Any such employee who has given such notice shall, effective January 1, 1999, thereupon be a member of the fund, and thereby entitled to receive those benefits applicable to, and obligated to make those contributions required of, nonbargaining unit city employees under and pursuant to the terms of this Chapter as apply to such employees for and during the period of his or her service thereafter, providing, however, that no such employee shall be entitled to have any of his or her contributions "picked-up" and paid by the city of Hartford as otherwise would be provided pursuant to the provisions of section 3(y) of this Chapter. Any election which is made to become a member of the fund pursuant to this subparagraph shall be irrevocable.

Notwithstanding any provisions of this Chapter to the contrary, including, without limitation, the provisions set forth in subsection 3(y)(4) of this Chapter, any

active, permanent, nonbargaining unit city employee (and any active, full-time, permanent city employee who is a member of a collective bargaining unit which has agreed to the provisions of this subparagraph who previously was a member of the unclassified service) who (i) is or elects to become a member of the fund at any time between October 1, 1998 and December 31, 1998, both dates inclusive, (ii) is not then receiving a retirement benefit, and (iii) previously chose not to be, or otherwise was not, a member of the fund during any time he or she was a member of the unclassified service, shall have the option to include that portion of his or her Qualified Prior Unclassified Service Time (as hereinafter defined) in the calculation in his or her length of service for purposes of determining his or her retirement allowance, subject to and in accordance with the terms of this subparagraph. Any employee who wishes to exercise this option must (1) provide the city treasurer with written notice of his or her desire to do the same by December 31, 1998, and (2) thereafter pay the municipal employees' retirement fund an amount equal to the contributions required in respect of any of his or her Qualified Prior Unclassified Service Time for which he or she desires to be given credit pursuant to this subparagraph in the manner and on such terms as may be specified by the pension commission. Nothing in this subparagraph 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. Any member who elects to exercise the option to purchase additional pension credit pursuant to this subparagraph shall make a contribution to the fund for each fiscal year, or part thereof, for which he or she is purchasing credit hereunder equal to the sum of (1) the product of his or her salary during each such year, or part thereof, times the contribution rate in effect for nonbargaining unit city employees as of December 31, 1998, plus (2) interest on the amounts derived pursuant to the foregoing calculated at the pension commission's assumed rate of return for the fund as of and from June 30th of each such fiscal year, or part thereof, to the date the pension commission approves such member's application to acquire the same. No contributions which are required to be made pursuant to this subparagraph shall be "picked-up" and paid by the city of Hartford as otherwise would be provided pursuant to the provisions of section 3(y) of this Chapter. For purposes of this subparagraph, a member's "Qualified Prior Unclassified Service Time" shall mean such prior unclassified service time for which he or she served as a permanent employee and neither is receiving a retirement benefit, nor has retained a vested benefit, from any other employer; a member shall be deemed to be "receiving a retirement benefit" if, prior to January 1, 1999, he or she has filed an application to be paid, or has been awarded, any benefits under this Chapter.

This ordinance shall take effect upon adoption.

Adopted by the Court of Common Council at a recessed meeting held October 6, 1998 by roll-call vote 8 to 0, and approved by the Mayor, October 9, 1998.

such employee was rehired by the city to the date the pension commission approves such member's application to repurchase any credits hereunder. All such amounts shall be paid to the fund in the manner and on the terms specified by the pension commission, providing, however, that no contributions which are required to be made pursuant to this subparagraph shall be "picked-up" and paid by the city of Hartford pursuant to the provisions of section 3(y) of this Chapter. Nothing in this subsection 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.

This ordinance shall take effect upon adoption.

Adopted, as amended, by the Court of Common Council at a recessed meeting held October 6, 1998, by roll-call vote 7 to 0, and approved by the Mayor, October 9, 1998.

Attest:

Daniel M. Carey,
City Clerk

Ord 52-98

Introduced by: SAUNDRA KEE BORGES, City Manager

HEADING AND PURPOSE

ORDINANCE AMENDING SECTION 3(v) OF CHAPTER XVII OF THE CHARTER OF THE CITY OF HARTFORD

COURT OF COMMON COUNCIL,
CITY OF HARTFORD,

August 10, 1998

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

That Section 3(v) of Chapter XVII of the Charter of the City of Hartford is hereby amended as follows:

(v) *Length of service to include prior [service to housing authority or state]* *Qualified Non-City Service.* [In determining length of service for the purposes of the municipal employees' retirement fund, the length of service of any employee who is not a member of a collective bargaining unit shall be deemed to include up to four (4) years of prior service to the Hartford Housing Authority or the State of Connecticut for which time said employee is neither receiving nor is eligible to receive a pension, provided said employee shall have been an employee of the City of Hartford for not less than five (5) years and shall not have been a member of a pension system covering either Hartford Housing Authority employees or State of Connecticut employees for a period of at least two (2) years prior to his or her employment by the City of Hartford; and further provided that said employee shall pay into the retirement fund, for each year of Hartford Housing Authority employment or State of Connecticut employment, a sum equal to that which he or she would have paid had said employment been with the City of Hartford based on his or her first year's earnings as a city employee at his or her current rate of contribution, upon such conditions as to payment of arrears of contributions as the pension commission may require; and further provide that any employee eligible to purchase prior Hartford Housing Authority service or State of Connecticut service shall elect to do so within one (1) year from the adoption of this

section or within one (1) year from the date of completion of five (5) years' service as a city employee, whichever is later.

(I) The provision of Section 3(v) which provides that a city employee shall not have been a member of any pension system covering Hartford Housing Authority employees or State of Connecticut employees for a period of two (2) years prior to his or her employment by the city of Hartford shall not apply to any city employee receiving a pension benefit from either the Hartford Housing Authority or the State of Connecticut, the payment of which commenced prior to January 1, 1991.]

(i) For purposes of this subsection, the following terms shall have the meanings ascribed thereto below:

(1) "Qualified Non-City Service" shall mean that period of any service provided to a Qualified Non-City Organization as a full time employee (which, in the case of government service, shall also include any service as an elected or appointed official) (A) for which said member is neither receiving a retirement benefit nor has retained a vested benefit, (B) during which he or she did not hold any office or position with the city of Hartford or any other Qualified Non-City Organization for which such member seeks to be or has been given credit hereunder, and (C) for which said member, if his or her Section 3(v) Employment Date is on or after October 1, 1998, neither is, has been, nor will become, eligible to receive any credit pursuant to subsection (s) above, and;

(2) A "Qualified Non-City Organization" shall mean the State of Connecticut or any political subdivision thereof and the Hartford Housing Authority;

(3) A member's "Section 3(v) Employment Date" shall be that date on which he or she was first employed by the City after accruing the Qualified Non-City Service for which he or she seeks to be given credit pursuant to this subsection;

(4) A member's "Section 3(v) Earnings" shall equal the greater of (A) the actual earnings received by such member from the Qualified Non-City Organization for whom, and during the time, he or she provided the service for which he or she seeks to be provided credit hereunder, or (B) such member's Effective Non-City Earnings during such period; and

(5) A member's "Effective Non-City Earnings" shall equal such member's actual earnings as a City employee during the first year following his or her Section 3(v) Employment Date (hereinafter, his or her "Post Non-City Earnings"), except, when, and then only if, such member is a Returning Member, in which case, such

member's Effective Non-City Earnings shall equal the lesser of (a) his or her Post Non-City Earnings, or (B) the average of (i) such member's Post Non-City Earnings, and (ii) his or her earnings during the last year in which he or she served as a City employee before accruing the Qualified Non-City Service at issue.

(6) A "Returning Member" shall mean any member who, pursuant to other provisions of this Chapter, has or is to be given credit for at least one (1) year of Prior City Service in the computation of his or her retirement allowance;

(7) A member shall be deemed to have "Prior City Service" if he or she was a member of the MERF prior to providing the service to the Qualified Non-City Organization for which he or she may be given credit hereunder;

(8) A "Qualifying Member" shall mean any member who is not a member of a bargaining unit and is entitled to receive Nonbargaining Pension Benefits as defined in subsection (b) above (and any member who is a member of a collective bargaining unit which has agreed to the provisions of this subsection).

(ii) Any Qualifying Member whose effective date of retirement occurs on or after October 1, 1998, shall have the option to be credited with up to four (4) years of any of his or her Qualified Non-City Service in the calculation in his or her length of service for purposes of determining his or her retirement allowance subject to and in accordance with the terms of this subsection. Any member who wishes to exercise this option must provide written notice of his or her desire to do the same by December 31, 1999 or one (1) year of his or her employment as a nonbargaining unit city employee, whichever is later, and shall thereafter pay the municipal employees' retirement fund an amount equal to the contributions required pursuant to this subsection (hereinafter, his or her "Section 3(v) Contribution") in the manner and on the terms specified by the pension commission. The period of such service for which the member receives credit hereunder shall not be used to establish eligibility for any retirement benefits unless such member already has obtained a vested interest in such benefits. Once a member has obtained a vested interest in his or her retirement benefits, the period of such member's Qualified Non-City Service for which he or she is to be given credit hereunder shall be counted for the purpose of both determining such member's eligibility to receive, and computing the amount of, his or her normal retirement allowance.

(iii) Any member who elects to exercise the option to purchase additional pension credit pursuant to this subsection shall make a contribution to the fund therefor equal to the sum of (1) the product of his or her Section 3(v) Earnings times the contribution rate which was in effect for such member as of his or her Section 3(v) Employment Date, and (2) interest on the amount derived pursuant to the foregoing

calculation at the rate of seven percent (7%) per annum from said Section 3(v) Employment Date to the date the pension commission approves such member's application to purchase any credits hereunder. All such amounts shall be paid to the fund in the manner and on the terms specified by the pension commission, providing, however, that no contributions which are required to be made pursuant to this subparagraph shall be "picked-up" and paid by the city of Hartford pursuant to the provisions of section 3(v) of this Chapter.

(iv) Nothing in this subsection 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 member's retirement allowance would exceed any such limit if he or she were given credit for any Qualified Non-City Service time purchased thereby, the fund shall refund such member the amount of his or her contributions applicable thereto with interest at the rate of three percent (3%) per annum from the date such contributions were fully paid to the date they are refunded by the pension commission.

This ordinance shall take effect upon adoption and be retroactive to July 1, 1997.

Adopted by the Court of Common Council at a recessed meeting held October 6, 1998, by roll-call vote 7 to 0, and approved by the Mayor, October 9, 1998.

Attest:

Daniel M. Carey,
City Clerk