

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CITY OF HARTFORD

AND

THE SCHOOL CROSSING GUARD'S 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 School Crossing Guard's 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 Employees Relations Act, Section 7-470 (c) of the Connecticut General Statutes. This Agreement is designed to provide for an equitable procedure for the resolution of differences in accordance with the grievance procedure specified herein, in order to promote a cooperative relationship between the Association and the City.

ARTICLE 1 RIGHTS AND RECOGNITION

SECTION 1.1 RECOGNITION

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

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

SECTION 1.2 MANAGEMENT RIGHTS

Except as otherwise abridged or modified by any provision of this Agreement, it is the right of the City, acting through its departments and agencies, to determine the standards of service to be offered by its departments and agencies; determine the standard of selection for employment; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of government operations; determine the methods, means and personnel by which the City's operations are to be conducted; determine the content of job classifications; exercise complete control and discretion over its organization and the technology of performing its work; and fulfill all of its legal responsibilities. The above rights, responsibilities and prerogatives are inherent in the Court of Common Council and the Mayor by virtue of statutory and charter provisions and cannot be subject to any grievance or arbitration proceeding except as specifically provided for in this Agreement.

SECTION 1.3 ASSOCIATION ACTIVITIES

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

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

SECTION 1.4 DUES CHECK OFF/AGENCY SHOP

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

The Association agrees to indemnify and hold harmless the City of any loss or damage arising from the operation of this provision. It is also agreed that neither any employee nor the Association shall have any claim against the City for any such deductions made or not made, as the case may be, unless a claim of error is made in writing to the City within thirty (30) calendar days after the date such deductions were or should have been made. The obligation of the City for funds actually deducted under this Section terminates upon the delivery of the deductions so made to the person authorized by the Association to receive such amounts from the City.

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

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

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

**ARTICLE 2
PERSONNEL, WAGES AND BENEFITS**

SECTION 2.1 PERSONNEL RULES

The City and the Union shall recognize and adhere to all provisions of Federal, State and City laws and ordinances and to all provisions of the City of Hartford Personnel Rules and Regulations except as they may be modified by this Agreement, and as those Personnel Rules and Regulations may apply to collective bargaining, which are in effect on the date this Agreement is approved by the Hartford Court of Common Council or the date this Agreement becomes effective by operation of law.

SECTION 2.2 WAGES

The following wage rates will become effective upon the date indicated of each year of this Agreement:

A. Effective July 1, 2011, the salary rates in effect on June 30, 2011 will remain in effect through the date of the approval of the 2011-2015 Agreement as provided below:

<u>Base</u>	<u>½ Year</u>	<u>1st Year</u>	<u>2nd Year</u>
<u>\$9.59</u>	<u>\$10.06</u>	<u>\$10.55</u>	<u>\$11.61</u>

B. Effective April 22, 2013 (approval date of the 2011-2015 Agreement), the wage rates will be converted to a daily rate as provided in Paragraph C below. The daily wage rates are based on a work day consisting of two (2) shifts, a morning shift and an afternoon shift. Bargaining Unit members who work only one (1) shift will be paid one-half (1/2) of the daily wage rate. For purposes of determining an hourly rate, the daily rates will be divided by four (4) hours.

C. The daily wage rates for bargaining unit members will be as provided below:

Bargaining Unit Members Hired Before April 22, 2013 (approval date of the 2011-2015 Agreement)

<u>Effective Date</u>	<u>% Incr</u>	<u>Base</u>	<u>½ Year</u>	<u>1st Year</u>	<u>2nd Year</u>
<u>Daily Rate at Conversion*</u>	<u>N/A</u>	<u>\$38.36</u>	<u>\$40.24</u>	<u>\$42.20</u>	<u>\$46.44</u>
<u>April 28, 2013 (Sunday following the approval date of the 2011-2015 Agreement)</u>	<u>2.00%</u>	<u>\$39.13</u>	<u>\$41.09</u>	<u>\$43.04</u>	<u>\$47.37</u>
<u>July 7, 2013</u>	<u>2.50%</u>	<u>\$40.11</u>	<u>\$42.12</u>	<u>\$44.12</u>	<u>\$48.55</u>
<u>July 6, 2014</u>	<u>2.50%</u>	<u>\$41.11</u>	<u>\$43.17</u>	<u>\$45.22</u>	<u>\$49.76</u>

* June 30, 2011 hourly rate multiplied by four (4) hours.

Bargaining Unit Members Hired On or After April 22, 2013 (approval date of the 2011-2015 Agreement):

Effective Date	% Incr	Base	1 st Year	2 nd Year	3 rd Year	4 th Year+
April 28, 2013 (Sunday following the approval date of the 2011-2015 Agreement)	N/A	\$32.61	\$34.24	\$35.87	\$37.50	\$39.13
July 7, 2013	2.50%	\$33.43	\$35.10	\$36.77	\$38.44	\$40.12
July 6, 2014	2.50%	\$34.27	\$35.98	\$37.70	\$39.41	\$41.12

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

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

SECTION 2.3 BI-WEEKLY SCHEDULE

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

SECTION 2.4 INSURANCE AND BENEFITS

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

A. Medical and Dental Insurance. Effective August 1, 2009, the City will provide medical benefits and coverage, including prescription drugs, for each bargaining unit member and his or her eligible enrolled dependents as outlined in Appendix A. Bargaining unit members and their eligible enrolled dependents also will be provided with basic only dental coverage.

For bargaining unit members hired on or after April 22, 2013 (approval date of the 2011-2015 Agreement), the City will provide medical benefits, including prescription drugs, and dental benefits for the bargaining unit member only.

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

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

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

B. Employee Contributions. Effective July 1, 2011, bargaining unit members' contributions for medical, prescription and dental insurance coverage shall be six percent (6%) of the carrier's determined rates in effect in July of that fiscal year for his or her health insurance plan. Such bargaining unit member contributions shall be deducted from employee wages and paid toward the cost of such insurance.

Effective as soon as practicable after April 22, 2013 (approval date of the 2011-2015 Agreement), bargaining unit members' contributions for medical, prescription and dental insurance coverage shall be seven percent (7%) of the carrier's determined rates in effect in July of that fiscal year for his or her health insurance plan. Such bargaining unit member contributions shall be deducted from employee wages and paid toward the cost of such insurance.

Effective July 1, 2013, bargaining unit members' contributions for medical, prescription and dental insurance coverage shall be eight percent (8%) of the carrier's determined rates in effect in July of that fiscal year for his or her health insurance plan. Such bargaining unit member contributions shall be deducted from employee wages and paid toward the cost of such insurance.

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

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

C. Alternative Medical, Prescription Drugs and Dental Insurance Plans. The City reserves the right to substitute alternative plans to the medical, prescription drugs and dental

insurance plans indicated in this Section, provided that any substitute plan will offer a substantially comparable level of benefit to those medical, prescription drugs and dental plans currently provided by the City. The City will give the Association a copy of any proposed substitute plan and will meet with the Union Executive Board before implementing any substitute plan.

D. **Health Insurance Benefits for Retirees.** Bargaining unit members hired before the approval of the 2011-2015 Agreement (April 22, 1013) will have the option to purchase medical and dental insurance coverage from the City at retirement, at the rate of 100% of the City's cost. Bargaining unit members hired on or after the approval of the 2011-15 Agreement (April 22, 2013 (approval date of the 2011-2015 Agreement)) will have the option to purchase medical and dental coverage at retirement for the employee only, at the rate of 100% of the City's cost. The City will not provide health insurance to any bargaining unit member once he/she attains the age of sixty-five (65).

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

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

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

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

SECTION 2.5 HMO OPTION

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

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

SECTION 2.6 HOLIDAYS

The School Crossing Guards will be entitled to ten (10) paid holidays during the school year in accordance with the provisions of the Personnel Rules and Regulations. The holidays are:

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

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

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

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

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

SECTION 2.7 INCLEMENT WEATHER

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

SECTION 2.8 VACATION

It is understood that School Crossing Guards who work a full ten (10) month period during the fiscal year will accumulate vacation leave for such period in accordance with the Personnel Rules and Regulations; that is, ten (10) days after one year of service, fifteen (15) days after five (5) years of service, and twenty (20) days after fifteen (15) years of service. Each vacation day constitutes four (4) hour's pay.

In lieu of furlough days, bargaining unit members agree to forego five (5) days of vacation pay for Fiscal Year 2009/2010. If the bargaining unit member does not have sufficient funds in his or her vacation lump sum payment at the end of the school year to cover the five (5) days, the value of the five (5) days will be deducted from the bargaining unit member's last pay period's regular pay in Fiscal Year 2009/2010.

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

SECTION 2.9 SICK LEAVE

Bargaining unit members shall be granted sick leave in accordance with the Personnel Rules and Regulations, provided, however Rule X, Paragraph 3, Subsection G shall not apply to bargaining unit members. Bargaining unit members who do not perform work in July and August will not earn sick leave with pay for those months.

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

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

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

Failure to provide the physician's statement shall preclude the payment of sick leave claimed and may result in further disciplinary action. Continued excessive or patterned use of sick leave shall result in progressive disciplinary action up to and including termination.

Effective July 1, 2000, bargaining unit members who have accumulated at least thirty (30) days of sick leave may donate a portion of their accumulated sick leave to other bargaining unit employees with a record of meritorious service, who through serious and protracted illness have used up all of their accumulated sick leave and vacation time. The Chief Operating Officer and the Director of Human Resources and Labor Relations may authorize the donation and transfer of such sick leave provided the following conditions are met:

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

SECTION 2.10 BEREAVEMENT LEAVE

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

SECTION 2.11 PENSIONS

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

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

Effective July 1, 1988, bargaining unit members who have attained age fifty-five (55) and who have completed at least twenty-five (25) years of continuous service with the City or age

sixty (60) and who have completed ten (10) years of continuous service shall be eligible for normal retirement.

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

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

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

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

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

Each July 1, thereafter, contributions and any interest credited as of the previous calendar year June 30 will be credited with three percent (3%) interest. Once credited, the interest and the contributions made by the employee to the pension fund are payable to the employee upon separation from City employment except that no such payment will be made to an employee granted a pension in accordance with Chapter 2A of the Municipal Code of the City of Hartford.

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

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

Bargaining unit members hired on or after April 22, 2013 (approval date of the 2011-2015 Agreement) shall not be entitled to any pension rights and benefits under the City of Hartford's Municipal Employees' Retirement Fund, except as to any retained vested benefit such

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

SECTION 2.12 SEPARATIONS

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

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

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

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

SECTION 2.13 SENIORITY

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

SECTION 2.14 UNIFORMS

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

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

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

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

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

SECTION 2.15 TRAINING

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

SECTION 2.16 ASSIGNMENTS

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

ARTICLE 3 SUBSTITUTE POOL

The Police Department shall have the ability to maintain a pool of individuals to serve as substitute School Crossing Guards who may be called to fill vacancies that occur when

bargaining unit members who have regular assignments are absent from work. The provisions of this Section may not be used in lieu of the placement of individuals in regular positions that arise because of retirement, resignation or termination.

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

ARTICLE 4 GRIEVANCE PROCEDURE

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

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

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

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

The Traffic Commander, at his or her discretion, may arrange a meeting with the parties concerned within fifteen (15) days of the receipt of the grievance. The Traffic Commander shall notify the employee of his or her decision in writing within twenty (20) days of the receipt of the grievance.

Step 3. If the grievance is not satisfactorily resolved at Step 2, the employee shall present the grievance in writing to the Chief of Police within ten (10) days after receipt of the Traffic Commander’s decision. The Chief of Police or his or her designated representative may, at his or her discretion, meet with the parties concerned within fifteen (15) days of the receipt of the grievance. The Chief shall notify the employee and the Association’s President of his or her decision in writing within twenty-five (25) days of the receipt of the grievance.

Step 4. If the grievance is not satisfactorily resolved at Step 3, the employee or the Association may appeal to the Director of Human Resources and Labor Relations within ten (10)

days after receipt of the Chief's decision. The Director of Human Resources and Labor Relations or his or her designated representative may, at his or her discretion, schedule a hearing and meet with the parties concerned. The Director of Human Resources and Labor Relations shall render his or her decision within twenty-five (25) days of the receipt of the appeal.

Step 5. If the Union is not satisfied with the decision rendered in Step 4, it shall notify the Director of Human Resources and Labor Relations within ten (10) working days after receipt of the decision that it intends to submit the grievance to arbitration, and shall simultaneously file notice of appeal with the State Board of Mediation and Arbitration, which shall act on such request in accordance with its rules and procedures. Said Board shall be limited to the expressed terms of the contract and shall not have the power to modify, amend or delete any terms or provisions of the Agreement.

Failure of either party to insist upon compliance with any provision of this Agreement at any given time or times under any given set or sets of circumstances shall not operate to waive or modify such provisions, or in any manner whatsoever to render it unenforceable, as to any other time or times or as to any other occurrence or occurrences, whether the circumstances are, or are not, the same.

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

ARTICLE 5 COVENANTS

SECTION 5.1 SAVING CLAUSE

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

SECTION 5.2 ENTIRE AGREEMENT

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

SECTION 5.3 DURATION

This Collective Bargaining Agreement between the City and the Union 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 party in writing no later than one hundred fifty (150) days prior to the expiration of this Agreement. If the parties are not able to reach an agreement by June 30, 2015, then the terms and conditions of this Agreement shall remain in full force and effect until a new Agreement is reached.

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

CITY OF HARTFORD

SCHOOL CROSSING GUARD'S ASSOCIATION

Pedro E. Segarra, Mayor

Ava Cunningham, SCGA President

Date

Date

Approved as to legality and form

Corporation Counsel

APPENDIX A

CITY OF HARTFORD
SCGA – Firm #000675-126
Benefits at a Glance

	In Network You Pay:	Out-of-Network You Pay:
Office Visit Copayment	\$20	Deductible & Coinsurance
Hospital Copayment	\$150	Deductible & Coinsurance
Emergency Room Copayment – <i>waived if admitted</i>	\$100	\$100
Outpatient Surgery Copayment	No Charge	Deductible & Coinsurance
Annual Deductible (<i>Individual/2-Member Family/3+ Member Family</i>)	Not Applicable	\$250/\$500/\$500
Coinsurance		20% after deductible up to
Coinsurance Maximum (<i>Individual/2-Member Family/3+ Member Family</i>)		\$1,250/\$2,500/\$2,500
Lifetime Maximum	Unlimited	Unlimited

PREVENTIVE CARE

Well Child Care* <i>Birth to 35 months</i> <i>3 Years to 17 Years</i>	No Charge \$5 Copayment	Deductible & Coinsurance
Periodic, Routine Health Examinations*	\$20 Copayment	
Routine Eye Exams – <i>One exam every calendar year</i>	\$20 Copayment	
Routine OB/GYN Visits – <i>One exam per year</i>	\$20 Copayment	
Mammography <i>1 Baseline age 35 – 39 years 1 Screening per year age 40+</i> <i>Additional exams when medically necessary</i>	No Charge	
Hearing Screening – <i>Covered once every calendar year</i>	\$20 Copayment	

MEDICAL CARE

Primary Care Office Visits	\$20 Copayment	Deductible & Coinsurance
Specialist Consultations	\$20 Copayment	
OB/GYN Care	\$20 Copayment	
Maternity Care – <i>Initial visit subject to copayment; no charge thereafter</i>	\$20 Copayment	
Laboratory	No Charge	
X-Ray and Diagnostic Testing	No Charge	

APPENDIX A

Allergy Services <i>Office visits/testing</i> <i>Injections – 80 visits in 3 years</i>	\$20 Copayment No Charge	
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HOSPITAL CARE – *Prior Authorization Required.*

Semi-Private Room	\$150 Copayment	Deductible & Coinsurance
Maternity and Newborn Care	\$150 Copayment	
Skilled Nursing Facility – <i>Up to 120 days per calendar year</i>	\$150 Copayment	
Rehabilitation Services – <i>Up to 60 days per person per calendar year</i>	\$150 Copayment	
Outpatient Surgery – <i>In a hospital or surgi-center</i>	No Charge	

EMERGENCY CARE

Walk-In Centers	\$20 Copayment	Deductible & Coinsurance
Emergency Care – <i>Copayment waived if admitted</i>	\$100 Copayment	\$50 Copayment
Ambulance – <i>Air subject to maximum per trip</i>	No Charge	No Charge

OTHER HEALTH CARE

Outpatient Rehabilitative Services <i>50 visit maximum for PT, OT & Chiro per year – excess covered as out of network</i> <i>PT and OT</i> <i>ST and Chiro</i>	No Charge \$20 Copayment	Deductible & Coinsurance
Prosthetic Devices	No Charge	
Durable Medical Equipment	No Charge	
Breast Implant Removal - <i>\$1,000 Maximum</i>	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	\$150 Copayment	Deductible & Coinsurance
Outpatient/Office Visits	\$20 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

APPENDIX A

- 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
- One (1) exam every three (3) years from eighteen (18) through twenty-nine (29) years
- One (1) exam every two (2) years from thirty (30) through forty-nine (49) years
- One (1) exam annually from fifty (50) years and older

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.

Please refer to the *SpecialOffers@Anthem* (previously *Healthy Opportunities*) brochure in your enrollment kit for information on the discounts we offer on health-related services and products.

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

NOTE: A copy of a benefit summary matrix for any other health plan offered to members of this bargaining unit may be obtained from the Human Resources Benefits Division.

**CITY OF HARTFORD
PUBLIC SECTOR 3-TIER PRESCRIPTION DRUG PROGRAM
*Benefits at a Glance***

**\$5 Copayment Generic Drugs
\$10 Copayment Listed Brand-Name Drugs
\$25 Copayment Non-Listed Brand-Name Drugs
Unlimited Annual Maximum**

Description of Benefits		<i>You Pay:</i>
Tier 1: Generic Drugs	The term "generic" refers to a prescription drug that is considered non-proprietary and is not protected by a trademark. It is required to meet the same bioequivalency test as the original brand-name drug. Tier 1 copayment applies.	\$5
Tier 2: Listed Brand-Name Drugs	The term "listed brand-name" refers to a brand-name prescription drug that is on the City's carrier's list of preferred prescription drugs. Tier 2 copayment applies.	\$10
Tier 3: Non-Listed Brand-Name Drugs	The term "non-listed brand-name" refers to a brand-name prescription drug that is NOT on the City's carrier's list of preferred prescription drugs. Tier 3 copayment applies.	\$25
Mail Service	One copayment when purchasing 30-day to 90-day supply	\$5/\$10/\$25
Annual Maximum	Per member per calendar year	Unlimited

APPENDIX A

How To Use The 3-Tier Managed Prescription Drug Program

The 3-Tier Managed Prescription Drug Program incorporates different levels (or “tiers”) of copayments for three types of prescription drugs: generic, listed brand-name and non-listed brand-name, as defined in the chart above. The formulary lists generics and brand-name drugs that have been selected for their quality, safety and cost-effectiveness. These listed drugs have lower member copayments than non-listed drugs (but may not have a lower overall cost in all instances). You minimize your copayments when you use generic prescriptions and listed brand-name prescriptions. You will still have coverage for non-listed brand-name drugs, but at a higher cost share. **Talk to your provider** about using generic drugs or listed brand-name drugs.

Copayments and Day Supplies

- You will be responsible for **one copayment** when purchasing a **30-day supply** of prescription drugs from a participating retail pharmacy.
- You will be responsible for **one copayment** when purchasing a **31-day to 90-day supply** of maintenance drugs through the voluntary mail-order program.

Generic Substitution: Prescriptions will be filled with the generic equivalent when available.

- When a generic drug is available and you request the equivalent brand-name drug, you will be responsible for the applicable copayment *plus* the difference in cost between the generic and brand-name drug.
- If your physician determines that the brand-name equivalent is medically necessary and indicates on the prescription “dispense as written,” you will only be responsible for the applicable copayment.

PHARMACY PROGRAMS

Voluntary Mail Service Program: Members have access to the City’s carrier’s voluntary mail service prescription drug program for members who regularly take one or more types of maintenance drugs. Members can order up to a **90-day supply** of these medications and have them delivered to your home. **One mail service copayment** will apply as follows: \$5 generic/\$10 listed brand-name/\$25 non-listed brand-name.

National Pharmacy Network: Members also have access to a network of more than 53,000 retail pharmacies throughout the country. Members may call 1-888-207-4214 or go to www.anthemprescription.com to locate a participating pharmacy when traveling outside the state.

Non-Participating Pharmacies: Members who fill prescriptions at a non-participating pharmacy are responsible for payment at the time the prescription is filled. Members must submit claims to the City’s carrier for reimbursement, and payment will be sent to the member. Members who use non-participating pharmacies will pay 20% of the in-network allowance, *plus* the difference between the City’s carrier’s payment and the pharmacist’s actual charge.

Limits and Exclusions: Benefits are limited to no more than a **30-day supply** for covered drugs purchased at a retail pharmacy, and no more than a **90-day supply** for covered drugs purchased through the mail service program. All prescriptions are subject to the quantity limitations imposed by state and federal statutes.

This is not a legal contract. It is only a general description of the Public Sector 3-Tier Managed Prescription Drug Program. Please consult the Evidence of Coverage or prescription drug rider for a complete description of benefits and exclusions applicable to your coverage.