

# COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CITY OF HARTFORD  
CONNECTICUT

AND

THE HARTFORD POLICE UNION

STRENGTH, LEADERSHIP



& INTEGRITY

JULY 1, 2016 to JUNE 30, 2022



## TABLE OF CONTENTS

<b>PREAMBLE .....</b>	<b>1</b>
<b>ARTICLE I RIGHTS AND RECOGNITION.....</b>	<b>1</b>
Section 1.1 Recognition .....	1
Section 1.2 Union Security .....	1
Section 1.3 Check Off.....	1
Section 1.4 Deduction Period.....	2
Section 1.5 Management Rights .....	2
Section 1.6 No Strike: No Lock-Out.....	2
Section 1.7 No Discrimination.....	2
Section 1.8 Definition .....	2
Section 1.9 Exclusions .....	2
Section 1.10 Probation Time.....	3
<b>ARTICLE II GRIEVANCE PROCEDURE.....</b>	<b>3</b>
Section 2.1 .....	3
Section 2.2 .....	4
Section 2.3 .....	4
Section 2.4 .....	5
Section 2.5 .....	5
Section 2.6 .....	5
<b>ARTICLE III PERSONNEL, PAY AND BENEFITS .....</b>	<b>5</b>
Section 3.1 Classification and Pay .....	5
Section 3.2 Longevity Pay .....	5
Section 3.3 Personnel.....	6
Section 3.4 Prior Benefits and Practices .....	6
Section 3.5 Insurances.....	6
Section 3.6 Pensions .....	11
Section 3.6 (a).....	13
Section 3.7 Uniforms .....	19
Section 3.8 Seniority .....	20
Section 3.9 Motor Vehicles or Vessels .....	20
Section 3.10 Personal Property .....	20
Section 3.11 Funeral Costs.....	21
Section 3.12 Residence .....	21
<b>ARTICLE IV HOURS AND OVERTIME .....</b>	<b>21</b>
Section 4.1 Hours of Work .....	21
Section 4.2 Overtime Pay.....	23
Section 4.3 Private Jobs .....	25

Section 4.4 School Jobs .....	26
<b>ARTICLE V HOLIDAYS AND LEAVE .....</b>	<b>26</b>
Section 5.1 Holidays .....	26
Section 5.2 Vacations.....	27
Section 5.3 Sick Leave.....	28
Section 5.3 (a) Sick Leave Bank Donations.....	29
Section 5.3 (b).....	29
Section 5.4 Personal Leave for Perfect Attendance .....	30
Section 5.5 Compensation for Injuries and Disease.....	30
Section 5.6 Funeral Leave.....	30
Section 5.7 Jury Pay.....	31
Section 5.8 Pregnancy Leave .....	31
Section 5.9 Childrearing Leave.....	31
Section 5.9a Family Medical Leave.....	31
Section 5.10 Leaves Of Absence Without Pay .....	32
Section 5.11 Transitional Duty .....	33
Section 5.12 Run-Out of Accrued Leave at Separation .....	33
<b>ARTICLE VI GENERAL PROVISIONS.....</b>	<b>34</b>
Section 6.1 Union Representatives .....	34
Section 6.2 Access to Premises.....	35
Section 6.3 Bulletin Board.....	35
Section 6.4 Seniority List.....	35
Section 6.5 Health and Safety Responsibilities - Safety Committee.....	35
Section 6.6 Management-Union Informational Meeting .....	35
Section 6.7 Union Management Physical and Mental Fitness Committee.....	35
Section 6.8 Compensatory Time for Meetings.....	36
Section 6.9 Union President Detached Duty.....	36
Section 6.10 Printing of Agreement.....	36
Section 6.11 Appearance Standards.....	36
<b>ARTICLE VII COVENANTS.....</b>	<b>36</b>
Section 7.1 Local Ordinances .....	36
Section 7.2 Saving Clause.....	36
Section 7.3 Effective Dates .....	36
Section 7.4 Duration .....	37
Section 7.5 Entire Agreement .....	37
<b>APPENDIX A EMPLOYEE RIGHTS .....</b>	<b>38</b>
<b>APPENDIX B CLASSIFICATION AND PAY RANGES.....</b>	<b>41</b>
<b>APPENDIX B-1 CLASSIFICATIONS AND WEEKLY PAY RANGES FOR EMPLOYEES HIRED BEFORE DECEMBER 11, 2017.....</b>	<b>44</b>

<b>APPENDIX B-2 CLASSIFICATIONS AND WEEKLY PAY RANGES FOR EMPLOYEES HIRED ON OR AFTER DECEMBER 11, 2017 .....</b>	<b>48</b>
<b>APPENDIX B-2 CLASSIFICATIONS AND WEEKLY PAY RANGES FOR EMPLOYEES HIRED ON OR AFTER DECEMBER 11, 2017 .....</b>	<b>49</b>
<b>APPENDIX B-2 CLASSIFICATIONS AND WEEKLY PAY RANGES FOR EMPLOYEES HIRED ON OR AFTER DECEMBER 11, 2017 .....</b>	<b>50</b>
<b>APPENDIX B-2 CLASSIFICATIONS AND WEEKLY PAY RANGES FOR EMPLOYEES HIRED ON OR AFTER DECEMBER 11, 2017 .....</b>	<b>51</b>
<b>APPENDIX C OPEN ACCESS PLUS .....</b>	<b>52</b>
<b>APPENDIX C-1 HDHP PLAN.....</b>	<b>67</b>
<b>APPENDIX C-2 DENTAL BENEFITS.....</b>	<b>82</b>
<b>APPENDIX C-3 HEALTHY HARTFORD PROGRAM .....</b>	<b>84</b>
<b>APPENDIX D LAYOFF.....</b>	<b>85</b>
<b>APPENDIX E OUTLINE OF PENSION PROVISIONS FOR POLICE OFFICERS CITY OF HARTFORD UNDER MUNICIPAL EMPLOYEES' RETIREMENT FUND .....</b>	<b>86</b>
<b>APPENDIX F PROMOTIONAL TEST SCHEDULE.....</b>	<b>94</b>
<b>APPENDIX G BENEFIT OF SURVIVORS OF OFFICER(S) KILLED IN THE LINE OF DUTY</b>	<b>95</b>
<b>APPENDIX H PERFORMANCE APPRAISALS.....</b>	<b>96</b>
<b>APPENDIX I DEPUTY CHIEFS.....</b>	<b>97</b>
<b>APPENDIX J PSYCHOLOGICAL EVALUATION.....</b>	<b>98</b>
<b>APPENDIX K FOUR TEN-HOUR DAY WORK SCHEDULE.....</b>	<b>99</b>
<b>APPENDIX L ASSIGNMENT OF STATE POLICE OFFICERS.....</b>	<b>100</b>
<b>APPENDIX M DETENTION STAFFING .....</b>	<b>101</b>
<b>APPENDIX N DRUG TESTING.....</b>	<b>103</b>
<b>APPENDIX O PENSION BENEFIT EXTENSION.....</b>	<b>116</b>
<b>APPENDIX P CIVILIAN PERSONNEL.....</b>	<b>117</b>
<b>APPENDIX Q ASSISTANT ANIMAL CONTROL OFFICER .....</b>	<b>118</b>
<b>APPENDIX R CANINE PROGRAM.....</b>	<b>120</b>
<b>APPENDIX S FIELD TRAINING OFFICERS .....</b>	<b>122</b>
<b>APPENDIX T UCONN POLICE.....</b>	<b>123</b>
<b>APPENDIX U BODY CAMERAS.....</b>	<b>124</b>



**AGREEMENT  
BETWEEN  
THE CITY OF HARTFORD, CONNECTICUT  
AND  
THE HARTFORD POLICE UNION**

**PREAMBLE**

The following Agreement, including its attachments and appendices, by and between the City of Hartford, Connecticut, hereinafter referred to as the City, and the Hartford Police Union, hereafter referred to as the Union, is recorded in written form to meet the requirements as set forth in Section 7-470 (c) in the Municipal Employee Relations Act of the General Statutes of Connecticut. This Agreement is designed to provide for an equitable and peaceful procedure for the resolution of differences in accordance with the grievance procedure specified herein, in order to maintain and promote a harmonious relationship between the Union and the City and to encourage a more effective police service in the public interest.

**ARTICLE I  
RIGHTS AND RECOGNITION**

**Section 1.1 Recognition**

The City recognizes the Hartford Police Union as the sole and exclusive bargaining agent pursuant to certifications granted by the Connecticut State Board of Labor Relations, dated February 17, 1984, and August 14, 1992 (ME 14, 689), for the purpose of collective bargaining under provisions of the Municipal Employee Relations Act. The Union recognizes the Mayor and/or his/her designated representative or representatives as the sole and exclusive representative of the City of Hartford, Connecticut, for the purpose of collective bargaining.

**Section 1.2 Union Security**

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

All employees in the unit who are not Union members on the effective date of this Agreement shall, as a condition of continued employment, commencing sixty (60) days after the effective date of this Agreement, pay to the Union each week a service charge as a contribution toward the cost of administration of this Agreement. Effective January 1, 1988, probationary employees shall be required to comply with this provision upon commencement of their probationary period. The amount of such service charge shall be equivalent to the amount uniformly required of all those who become members of the Union.

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 Check Off**

The City agrees to deduct from the pay of all employees covered by this Agreement, who authorize such deductions from their wages in writing, such membership dues, initiation fees and/or assessments as may be uniformly assessed by the Union. Said dues are subject to upward or downward change exclusively by the Union. When an employee does not have sufficient money due him/her after deductions have been made for pension or other deductions required by law, union dues for such deduction periods shall be deducted in the first dues deduction period in which the employee has sufficient funds due him.

It is agreed that neither any employee nor the Union shall have any claim against the City for any such deductions made or not made, as the case may be, unless a claim of error is made in writing to the City within sixty (60) 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 delivery of the deductions so made to the person authorized by the Union to receive such amounts from the City.

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

#### **Section 1.4 Deduction Period**

Union dues and any initiation fees, assessments or their equivalents shall be deducted on a weekly basis and shall be remitted to the Union in the form of a check together with an alphabetized list of names of employees from whose wages such deductions have been made, as soon as practical but not later than nine (9) days from the date said deductions were taken.

#### **Section 1.5 Management Rights**

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

#### **Section 1.6 No Strike: No Lock-Out**

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

#### **Section 1.7 No Discrimination**

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination because of age, sex, marital status, race, color, religion, creed, national origin, political affiliation, union membership, sexual orientation, disability or other protected classification under Federal, State or local law.

#### **Section 1.8 Definition**

The term employee, as used in this Agreement, means a full-time, permanent employee in the bargaining unit, including probationary employees; provided, however, no probationary employee at the entrance level shall have access to the grievance procedure where the issue is one of their discipline or discharge, and no probationary employee in any promotional classification shall have access to the grievance procedure where the issue is one of their demotion.

#### **Section 1.9 Exclusions**

Part time, seasonal and temporary employees are excluded from this Agreement.



### Section 1.10 Probation Time

- A. Probationary status shall be as provided in the Personnel Rules and Regulations; provided, however, that the probationary period for Police Officer shall extend for twelve (12) months beyond the successful completion of the Police Academy.
- B. The Chief of Police with voluntary consent of the affected employee may extend the probationary period of an employee in a promotional classification for up to six (6) months to provide for further review of the employee's job performance.

Employees who have lost time in excess of two (2) weeks (14 calendar days) through the utilization of sick leave or family medical leave, an approved leave of absence or work-related injury may have their probation status extended for the amount of lost time.

Probationary status shall not impact the wage entitlements or any benefits of this Agreement for an employee.

## ARTICLE II GRIEVANCE PROCEDURE

### Section 2.1

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

Step 1. The aggrieved employee, who may be represented by an individual delegated by the Union Executive Board, if said employee so desires, shall take up the grievance or dispute with said employee's first level supervisor who is outside the bargaining unit within seven (7) working days of the date of the grievance or his or her knowledge of its occurrence.

The first level supervisor outside the bargaining unit shall render his or her decision within seven (7) working days. Such supervisors shall exercise whatever authority may be delegated to them to resolve grievances, and in the event that no such authority is delegated, such supervisor shall have no jurisdiction in the grievance procedure.

Police Captains have all prior authority to rule on first step grievances and provide or deny permission to Union Officers and/or Stewards to investigate and/or settle grievances.

Step 2. If the grievance has not been settled, it shall be presented in writing, on forms provided by the City, to the Chief of Police by the employee and/or the individual delegated by the Union Executive Board within ten (10) working days after the supervisor's response is received. The written grievance, which must be signed by the grievant, shall include:

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

As early as they reasonably can in the grievance procedure, the parties shall cooperate to provide copies of any and all written memoranda of understanding, directives, arbitration awards, settlement agreements and/or specific provisions of ordinances, laws, the Rules and Procedures of the Hartford Police Department and/or the Personnel Rules and Regulations, that each party believes to be relevant to the disposition of the grievance. The arbitrator may consider any failure to comply with this paragraph in fashioning a remedy to the grievance.

The Chief of Police or his or her designated representative shall render his or her decision in writing within fourteen (14) working days of the date the grievance was submitted to him.

Step 3. If the grievance has not been settled, it shall be presented in writing to the City Director of Human Resources within five (5) working days after the decision of the Chief of Police is received. If he or she so determines, the Director of Human Resources, or his or her designated representative, shall meet with the interested parties no later than ten (10) working days after the receipt of the grievance and in any case shall render his or her decision in writing within fifteen (15) working days of the receipt of the grievance.

Step 4. If the Union is not satisfied with the decision rendered in Step 3, it shall notify the Director of Human Resources within thirty (30) 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 express terms of the contract and shall not have the power to modify, amend or delete any terms or provisions of the Agreement, or render a decision contrary to law.

The decision of the arbitrator shall be final and binding on the parties.

The City and the Union shall each have the right to submit three (3) grievances per fiscal year to the American Arbitration Association, single arbitrator, in lieu of the State Board of Mediation and Arbitration. The right to annual submission may not be accumulated. This right shall apply only to the initial arbitration filing of the party or to an initial response by the adverse party to the filing party's request for arbitration and must be submitted within thirty (30) days of the initial arbitration filing.

The cost of the American Arbitration Association and the arbitrator shall be divided equally between the parties. The decision of the arbitrator shall be final and binding on the parties.

Nothing in this Article is intended to prohibit the City from processing a grievance through the grievance procedure up to and including arbitration. Such grievance shall be submitted in writing to the Union President. If not satisfactorily resolved within fourteen (14) days, such grievance shall be submitted to arbitration.

The expense for the arbitrators' services, proceedings cost and other expenses shall be borne equally by the City and the Union. If either party desires to have a court reporter transcribe the proceeding, both parties shall share equally in the cost of such court reporter. If either party desires a verbatim record of the proceedings, it may cause such a record to be made and each party shall pay only for the cost of the transcript that is provided to that requesting party.

Once a grievance has been submitted to arbitration, either the City or the Union may request an expedited hearing before the State Board of Mediation and Arbitration provided the provisions of this Section are met and provided further that it is understood that the case will be heard by a single arbitrator.

## **Section 2.2**

Grievances involving discharge, suspension, and demotion, following disposition by the Chief of Police, shall be processed beginning at the third (3rd) step. Grievances involving documented counseling, oral and written reprimands shall be final at the third (3rd) step of the procedure, provided that after the following time limits in which no discipline has been issued for a similar offense; documented counseling six (6) months, oral reprimand one (1) year, written reprimand two (2) years; these incidents for the purpose of discipline will be disregarded in any future disciplinary action. No employee shall be suspended, discharged, demoted or disciplined except for just cause.

## **Section 2.3**

If the employee asks that he or she be personally represented by his or her own attorney at Step 2 or 3 in the grievance procedure, an individual designated by the Union Executive Board may also be present as an observer at the employee's request.

If the employee is represented by the Union and desires his or her own attorney to be present as an observer at Step 2 or 3, the attorney's presence as an observer will be subject to the approval of the City's representative.

In accordance with Section 7-468(d) of Connecticut's Municipal Employee Relations Act, nothing herein is intended to preclude the employee from representing himself at any one (1) of the first three (3) steps of this procedure.

#### **Section 2.4**

In order to avoid the necessity of processing at one (1) time numerous grievances originating with the same event, the Union may file a single grievance at the appropriate step. When this occurs, all other grievances, if any, on the same event shall be held in abeyance, and the Union grievance shall be processed as a precedent.

When such a grievance is resolved, the parties shall promptly review the other grievances, if any, that were held in abeyance in an effort to resolve them. This mutual review procedure shall not require more than five (5) working days subject, however, to mutual extension of period for review if circumstances so require.

If any such grievance cannot be settled on the basis of the precedent grievance, it shall be processed in accordance with the grievance procedure, and once more in accordance with the time limitations established in this Agreement.

#### **Section 2.5**

Should the City and the Union differ about the applications, meaning or interpretation of Sections 1.1 through 1.4 and Sections 6.1 through 6.10 of this Agreement that confer rights or benefits to the Union as an organization (and which do not confer rights or benefits to employees as members of the bargaining unit), such differences shall be reduced to writing by the Union and filed at the appropriate step and shall be subject to the foregoing grievance procedure. 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 2.6**

Failure on the part of the City to comply with the time limitations for any grievance response set forth in Article II will be cause to allow the grievance to be filed at the next step of the grievance procedure.

### **ARTICLE III PERSONNEL, PAY AND BENEFITS**

#### **Section 3.1 Classification and Pay**

The pay rates and pay ranges for job classes in the bargaining unit shall be as prescribed in Appendix B, B-1 & B-2. While the parties recognize that Detective is not a separate job classification, it shall be treated as such solely for purposes of the order of assignment of overtime and private duty work pursuant to Sections 4.2 and 4.3 of this Agreement.

It is understood and agreed that the supervisory duties and responsibilities provided for in the class specification of Police Captain and/or the Police Department's Code of Conduct and/or any policy or procedure(s) of the Police Department, including but not limited to the grievance procedure and disciplinary matters, will continue to be exercised by the Police Captains during the term of this Agreement.

Any specific job assignment for a particular Police Captain shall continue at the discretion of the Chief of Police.

The pay periods will remain weekly under this Agreement. The City shall require direct deposit and electronic notification of all pay-related checks.

#### **Section 3.2 Longevity Pay**

Effective January 2, 1982; employees in this bargaining unit no longer receive longevity pay.

### **Section 3.3 Personnel**

- A. The City and the Union shall recognize and adhere to all provisions of ordinances, laws, the Rules and Procedures of the Hartford Police Department, and the Personnel Rules and Regulations not otherwise superseded by the terms of this Agreement. The Personnel Rules and Regulations on the effective date of this Agreement shall be those prevailing for the life of this Agreement. Any changes to these Rules and Regulations shall not be binding on the Union.

In the Rules and Procedures of the Hartford Police Department, there shall be a chapter governing Rules of Conduct and specifically within that chapter a section explaining employee rights. The Rules and Procedures of the Hartford Police Department shall be subject to continuing revision by the Chief and shall not require the Union's approval; provided, however, that material will not be added to that section of the Rules and Procedures of the Hartford Police Department governing Rules of Conduct without prior discussion between the City and the Union, and provided further that said discussion shall not be construed to require the Union's approval.

- B. The administration of any benefits, including pension benefits, provided under the City Charter, Ordinances, the Rules and Procedures of the Hartford Police Department, the Personnel Rules and Regulations, and this Agreement, shall be subject to the grievance procedure.

### **Section 3.4 Prior Benefits and Practices**

Any job benefits or work practices existing prior to the date of this Agreement, which were the subject of any written memoranda or directives issued by the Chief or his or her Superiors and which are not specifically provided for or abridged in this Agreement, are hereby protected by this contract. This provision shall not preclude the right of the Mayor to make reasonable changes in such work practices and job benefits, provided that no such change shall be made for the purpose of undermining the Union.

### **Section 3.5 Insurances**

Employees who are eligible or who become eligible for insurance coverage under existing terms and conditions, shall be provided the following coverage:

1. Medical Benefits. The City will continue to provide benefits for each employee and each employee's enrolled dependents that were in effect as of June 30, 2016 as outlined in Appendix C. Effective July 1, 2018, the City will provide benefits for each employee and each employee's enrolled dependents under the negotiated plan(s) as outlined in Appendix C-1.

Any non-standard benefits that were provided under the PPO plan outlined in Appendix C will not be provided under the High Deductible Healthcare Plan (HDHP).

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

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

In Fiscal Year 2019-20 and each year thereafter, the City's HSA contribution will be paid in equal installments on a quarterly basis.

2. Full Service Dental Plan. The City will provide each employee and each employee's enrolled dependents under the negotiated full-service dental plan as outlined in Appendix C-2. Effective December 11, 2017, employees shall contribute the same percentage toward the total cost of the full service dental plan as they contribute to for health insurance as set forth below in the "Payroll Deduction" provisions.

3. Group Life Insurance. The City will pay the cost of group life insurance for all employees enrolled in such plan or who thereafter enroll in such plan. The current plan provides for one and one half (1.5) times the employee's annual base rate up to a maximum of fifty thousand dollars (\$50,000).
4. Supplemental Life Insurance. The City shall provide for payroll deductions for individual employees wishing to purchase supplemental life insurance under the group life plan provided by the City's vendor.
5. Payroll Deduction. Effective December 11, 2017, employees enrolled in any of the health insurance plans provided for in this Section shall contribute 16% of the equivalent monthly premium of their health care as determined by the City's insurance carrier, which shall be deducted from employee's wages on a weekly basis and paid toward the cost of such insurance.

Effective July 1, 2018 employees enrolled in any of the health insurance plans provided for in this Section shall contribute 18% of the equivalent monthly premium of their healthcare, inclusive of the City's Health Savings Account contribution, as determined by the City's insurance carrier, which shall be deducted from employee's wages on a weekly basis and paid toward the cost of such insurance.

Effective July 1, 2019 employees enrolled in any of the health insurance plans provided for in this Section shall contribute 19% of the equivalent monthly premium of their healthcare, inclusive of the City's Health Savings Account contribution, as determined by the City's insurance carrier, which shall be deducted from employee's wages on a weekly basis and paid toward the cost of such insurance.

Effective July 1, 2020 employees enrolled in any of the health insurance plans provided for in this Section shall contribute 20% of the equivalent monthly premium of their healthcare, inclusive of the City's Health Savings Account contribution, as determined by the City's insurance carrier, which shall be deducted from employee's wages on a weekly basis and paid toward the cost of such insurance.

The equivalent monthly premium is the underwriting rate, as determined by the City's insurance carrier, on a yearly basis, based on benefits experience of the bargaining unit. The equivalent monthly premium for the HDHP includes the City's Health Savings Account contribution. The City agrees to provide the Union President, annually, with the schedule of equivalent premium rates upon publication.

**PPO Buy-Up.** Employees who were members of the Union before December 11, 2017 will have the option to purchase the PPO plan in effect as of June 30, 2018 as outlined in Appendix C. Those employees who elect to purchase the PPO Plan will pay the employee contribution percentage provided above plus the difference between the cost to the City of the HDHP, inclusive of the City's Health Savings Account contribution, and the PPO, as may change in each plan year except as follows:

- a. For the plan year beginning July 1, 2018, the PPO buy-up differential only will be capped at one hundred twenty percent (120%) of the monthly differential rates provided below, which are based on the 2016-2017 experience:
  - Single: \$ 72.30
  - Employee + 1: \$163.42
  - Family: \$263.41
- b. For the plan year beginning July 1, 2019, the PPO buy-up differential only will be capped at one hundred twenty-five percent (125%) of the monthly differential rates for the previous plan year.
- c. For the plan year beginning July 1, 2020 and thereafter, there will be no cap on the PPO buy-up differential.
- d. The experience of those who elect to purchase the PPO plan will be rated separately from those who remain in the City's HDHP.

The option to purchase the PPO plan sunsets on June 30, 2022.

Effective July 1, 1994 employee contributions for health care shall be tax exempt as provided for in an IRS sanctioned 125 Plan.

Healthy Hartford Program. The City will implement the Healthy Hartford Program, which is modeled after the State of Connecticut plan. Employees and eligible dependents shall have until June 30, 2020 to become compliant with all age appropriate health and dental assessments and screenings required by the program as set forth in Schedules 1 and 2 of Appendix C-3. Effective July 1, 2020, non-compliance will result in an additional one hundred dollars (\$100.00) per month supplemental charge to the employee until the month following compliance.

6. Coverage. All insurance coverage shall become effective as follows:

For a person employed in the first twenty (20) days of the month, these insurances will become effective on the first of the month following one (1) complete month of service.

For a person employed after the twentieth (20th) of the month, they will become effective on the first of the month following two (2) complete months of service.

7. Survivor's Insurance.

(a) *Survivor(s) of an active or retired employee who was hired before December 11, 2017.* Effective upon the approval of the 2010-2016 Agreement, the City will allow eligible survivors of an active or retired employee to purchase health insurance coverage through the City. Said health insurance coverage shall be the same health insurance coverage that is offered to active employees as that coverage may change from time to time through negotiations. The cost of the health insurance coverage shall be at the rates payable for employees who retire from the City as outlined in Paragraph 8 of this Section and shall be paid by the surviving spouse through a pension deduction. This benefit shall apply only to a surviving spouse and/or those dependent children who were covered by the City's group insurance at the time of the employee's or pensioner's death and shall be available until the spouse dies, remarries, or attains age sixty-five (65); in the case of dependent children, this benefit shall be available as provided by both state and federal mandates or to a minimum of age nineteen (19) or age twenty-four (24), if qualified. This benefit is available to any surviving spouse who became widowed on or after July 1, 1975 and to any other surviving spouse whose husband was killed in the line of duty prior to July 1, 1975.

(b) *Survivor(s) of an active or retired employee who was hired on or after December 11, 2017.* Notwithstanding anything herein to the contrary, the survivor(s) of an active or retired employee who was hired on or after December 11, 2017 shall not be eligible to purchase health insurance through the City. Instead, survivors of a retired employee may be eligible to receive the self-funded monthly retiree health insurance stipend under the same terms and conditions set forth in Paragraph 8 (g) below for a period of up to ten (10) years less the number of years during which the retiree has been receiving the stipend, provided that the employee did not opt-out of this benefit at the time of his or her hire. Survivors of an active employee may be eligible to receive a self-funded monthly health insurance stipend as outlined below:

- If at the time of the employee's death, the employee has less than twelve and one-half (12 ½) years of completed service in a position covered under this Agreement, the survivor will be eligible to receive fifty percent (50%) of the self-funded monthly retiree health insurance stipend under the same terms and conditions set forth in Paragraph 8 (g) below for a period of ten (10) years, provided that the employee did not opt-out of this benefit at the time of his or her hire.
- If at the time of the employee's death, the employee has at least twelve and one-half (12 ½) years of completed service in a position covered under this Agreement, the survivor will be eligible to receive one hundred percent (100%) of the self-funded monthly retiree health insurance stipend under the same terms and conditions set forth in Paragraph 8 (g) below for a period of ten (10) years, provided that the employee did not opt-out of this benefit at the time of his or her hire.

All survivor benefits set forth in Section 3.5, Paragraph 7(b) above cease upon the death of the survivor.

7a. Survivor's Insurance For Spouses Killed In Line of Duty. Effective upon the approval of the 2010-2016 Agreement, survivors and eligible dependents of active employees who are killed in the line of duty on or after that date will be provided with health insurance coverage through the City. Said health insurance coverage shall be the same health insurance coverage that is offered to active employees as that coverage may change from time to time through negotiations. The cost of the health insurance coverage shall be paid by the City. This benefit shall be provided until such surviving spouse dies or remarries; and, in the case of dependent children, this benefit shall be as provided by both state and federal mandates or to a minimum of age nineteen (19) or age twenty-four (24), if qualified. Effective July 1, 1994, coverage shall be provided by the City for those survivors who have attained the age of sixty-five (65) in the form of supplemental Medicare insurance. Effective July 1, 1999, this benefit shall be provided to employees who die while on-duty and while actively engaged on the street in a field operation, or employees who die while on-duty as a result of a physical altercation.

8. Insurance Benefits for Retirees.

- (a) Effective July 1, 1994 the City will contribute two hundred dollars (\$200) per month toward the cost of health care coverage for retirees, the retiree's spouse and/or eligible dependents for identical insurance benefits as outlined in this Section (3.5) under the City's insurance plan, for those employees who retire after this date.
- (b) Effective July 1, 2005 the City will contribute the actual cost to a maximum of five hundred dollars (\$500) per month toward the cost of health care coverage for retirees, the retiree's spouse and/or eligible dependents for identical insurance benefits as outlined in this Section (3.5) under the City's insurance plan, for those employees who retire on or after July 1, 2004.
- (c) Employees hired before July 1, 2012 and whose effective date of retirement is on or after the approval of the 2010-2016 Agreement shall be eligible to purchase health insurance coverage through the City. Said retiree health insurance coverage shall be the same health insurance coverage that is offered to active employees as that coverage may change from time to time through negotiations. Notwithstanding the paragraph below, the cost of the health insurance coverage shall be based on the City's group rates and shall be paid by the retiree through a pension deduction. The City will contribute the actual cost up to a maximum of five hundred dollars (\$500) per month toward the cost of health insurance coverage for retirees, the retiree's spouse and/or eligible dependents.
- (d) The payments in Paragraphs (a), (b) and (c) above will apply only toward the purchase of the City health insurance coverage and will continue for as long as the retiree receives a City pension that exceeds the insurance benefit provided herein, or until age sixty-five (65), whichever occurs first. The payments shall be applied as an offset against insurance payments made by pension deduction.
- (e) Employees hired on or after July 1, 2012 but before December 11, 2017 (hereinafter, "Post July 1, 2012 employees") shall not be eligible for the retiree health insurance coverage outlined in Paragraphs (a) through (d) above of this Section. Post July 1, 2012 employees shall be eligible upon retirement to purchase health insurance coverage through the City at the rate used to determine the equivalent monthly premium for active employees at the time of their retirement minus the employee's health insurance contribution. This rate is applicable to the purchase of the City health insurance plan only and will remain unchanged until age sixty-five (65), provided that the retiree continues to receive a City pension that exceeds the health insurance benefit provided herein. Said health insurance coverage shall be the same health insurance coverage that is offered to active employees as that coverage may change from time to time through negotiations. The City will make no additional health care contribution toward these benefits.
- (f) Under the 2010-2016 Agreement, employees hired before July 1, 2012 had the option to elect to participate in the retiree health insurance coverage provided to Post July 1, 2012 employees as outlined in Paragraph (e) above, provided the employee makes an additional one and one-half percent (1.5%) contribution to the Pension Fund. This additional pension contribution shall only be due and payable from the date the employee elects to participate in the Post July 1, 2012 retiree health insurance coverage (shall apply prospectively only). Said election must be made by July 1, 2012 for Pre-July 1999 employees and

September 1, 2012 for Post July 1999 employees and is irrevocable.

- (g) Employees hired on or after December 11, 2017 (hereinafter, "Post 2018 employees") shall not be eligible for retiree health insurance benefits through the City as described above, but instead will be eligible for a self-funded retiree health insurance stipend, with the ability to opt-out at time of hire only.

Terms and provisions of the self-funded retiree health insurance stipend are as follows:

- i. The Post-2018 employee must retire from the City in a HPU position.
- ii. The monthly retiree health insurance stipend will begin at retirement, but no earlier than age 55 and end when the Post-2018 employee turns age 65.
- iii. The monthly retiree health insurance stipend will be \$500.00.
- iv. The monthly retiree health insurance stipend will be self-funded by the employee via a weekly payroll deduction in the amount of \$25.00. The retiree health insurance stipend deduction will be retroactive to the Post-2018 employee's date of hire with the City.
- v. Post-2018 employees who are hired before the implementation of this area of the contract shall have a window period to opt out of this benefit. Thereafter, Post-2018 employees may elect to opt-out of receiving the retiree health insurance stipend benefit **within thirty (30) days from their date of hire only**. If the Post-2018 employee elects to opt-out of this benefit:
  - He or she will not receive any retiree health insurance stipend;
  - The retiree health insurance stipend deduction will not be taken from the Post-2018 HPU Member's pay; and
  - Said election is irrevocable.

Implementation of Section 3.5, Paragraph 8(g) will be delayed, however, until the City and the Union resolve the outstanding issue regarding whether employee contributions shall be refunded to employees who opt-in, but separate other than by way of retirement.

- (h) The payments and rates outlined in Paragraphs (a) through (f) above will apply to retirees in the categories specified above who are receiving pensions approved by the Pension Commission in accordance with the definitions and requirements of the Municipal Employee's Retirement Fund whether the pensioner is retired under MERF or the Police Benefit Fund.
- (i) Employees who retire after the approval of the 2010-2016 Agreement shall not be allowed to purchase or otherwise remain on the City's health insurance plan once the retiree or his or her spouse reaches age sixty-five (65). Any eligible spouse shall continue to receive health insurance coverage up to age sixty-age (65). Any eligible dependents shall continue to receive health insurance as provided by both state and federal mandates or to a minimum of age nineteen (19) or age twenty-four (24), if qualified.
- (j) The City will provide a Group Life Insurance benefit of Six Thousand Dollars (\$6,000) for each retiree who retires after July 1, 1988.
- (k) Employees who retire and who wish to drop the health insurances available through the City may re-enroll in the insurance plan available at a later date provided they submit evidence of insurability for themselves and any qualified dependents and are found insurable by the insurance carriers.
9. Substitution of Insurance Plans. Effective January 1, 1985, the City may provide health insurance benefits by other than the named insurance carriers provided:
- (a) The City gives the Union reasonable notice and opportunity to review;
  - (b) The benefits and services provided by the new carrier are the equivalent or better than the existing benefits and services;
  - (c) The Plan provides for individual employee choice of doctor, hospital and facility;



- (d) There is national service;
  - (e) Any dispute concerning any of the above will be resolved by expedited final and binding arbitration by the American Arbitration Association, costs to be shared equally by the parties; and
  - (f) Insurance claims disputes between an employee and any insurance carrier shall not be subject to the arbitration procedure.
10. Effective upon the approval of the 2010-16 Agreement, the parties agree to establish a cost containment committee to study and recommend ways to improve health care and/or contain/reduce medical insurance cost. The Committee will be comprised of three (3) Union designated members, and three (3) representatives of management who shall be designated by the Mayor or the Mayor's designee.
11. Prescription Drug Rider. The City will continue to provide benefits for each employee and each employee's enrolled dependents that were in effect as of June 30, 2016 as outlined in Appendix C. Effective July 1, 2018, the City will provide benefits for each employee and each employee's enrolled eligible dependents under the negotiated Prescription Drug Plan as outlined in Appendix C or Appendix C-1, depending on the plan option selected by the employee. If the City moves to the standard CVS formulary, Police agrees to it without challenge.
12. Inpatient Substance Treatment. Effective January 1, 1991, notwithstanding the preceding provisions of Section 3.5, the City shall not be required to provide inpatient treatment for drug or alcohol abuse beyond a lifetime limit of sixty (60) days of inpatient treatment per employee or enrolled dependent. This provision shall not affect the current benefits for outpatient care for drug and alcohol treatment.
13. Withdrawal from Health Care Coverage. Effective July 1, 2012, an employee who withdraws from or waives health insurance coverage or their health maintenance organization equivalent for an entire fiscal year will be paid Two Thousand Five Hundred Dollars (\$2,500.00) at the end of that fiscal year. Employees may enter or leave the plan at any time provided they must have not participated for an entire fiscal year to be eligible for the preceding payment and may be subject to proof of insurability on re-entry if required by the insurance carrier. Such payment will be subject to income tax deductions, but not to pension or any other payroll deductions unless specifically authorized by the employee or such deduction is required by operation of law. Such payment will not be considered wages or earnings in the determination of pension benefits. An employee does not qualify for the payment of the voluntary waiver where the employee declines City provided health insurance coverage because the employee's spouse is employed by the City or Board of Education and the employee still remains insured by either the City or Hartford Board of Education through the spouse. If an employee's spouse is also employed by the City or Hartford Board of Education, the employee shall have the choice of enrolling the employee, the spouse and any dependents in the City's or Hartford Board of Education's health insurance through either the employee or the spouse, but in no event shall the employee, the spouse or any dependents receive double health insurance through both the City and/or Hartford Board of Education.

### **Section 3.6 Pensions**

Effective July 1, 1994, the following pension and survivor benefits shall apply to all sworn police officers who retire effective on or after that date.

1. All members of the bargaining unit are enrolled as members of the Municipal Employees' Retirement Fund (The MERF Plan).

The City shall pay the balance of the annual cost needed to maintain the fund on a sound basis, as determined by periodic actuarial studies.

The sworn police officer contribution to the pension fund will be eight percent (8%) of total earnings, said contributions shall be deducted from each pay check and shall be credited to the member's account in The MERF fund. Effective December 11, 2017, this contribution will be eleven percent (11%) of total earnings. The City will maintain a Section 414(h) as outlined by the IRS plan for pension contributions.

2. Service retirements will be based upon two and sixty-five one hundredths percent (2.65%) of final average pay for each whole year of service for the first twenty (20) years of continuous service and the following table for each whole year of continuous service thereafter to a maximum of seventy percent (70%) of final average pay. The foregoing shall be subject to the provisions of Appendix E, Sections E and N. The maximum of the seventy percent (70%) of final average pay shall be subject to the provisions of Section 3.6, Section 8.

<u>YEAR</u>	<u>PERCENTAGE</u>
21	56%
22	58%
23	60%
24	62%
25	64%
26	65%
27	66%
28	67%
29	68%
30	69%
31	70%

3. Normal retirement shall be after twenty (20) years of continuous service. Employee pension benefits shall be vested after ten (10) years of continuous service.
4. An employee who vests his or her pension and leaves the service of the City will be entitled to collect a pension benefit commencing on the date he or she would have reached his or her normal retirement date.
5. Effective upon signing, an employee may purchase up to four (4) years of Military Service time for service in the Armed Forces of the United States for periods of service, any of which occurred during the periods set forth in Section 27-103 of the General Statutes of the State of Connecticut, at the rate payable at the time of entry into City service, with interest at the rate of seven percent (7%) per annum. The period of such service for which the employee received credit shall be counted for the purpose of computing the amount of his or her retirement allowance provided such employee shall have completed ten (10) years of continuous service or fifteen (15) years of active aggregate service with the City of Hartford or shall be retired prior thereto, due to disability incurred in the course of his or her employment.
6. Final average pay will be computed on the basis of the employee's highest three (3) of the last five (5) years earnings and shall include all earnings inclusive of overtime and private duty work.
7. An employee with less than fifteen (15) years of continuous service who suffers a permanent partial disability arising out of and in the course of employment as defined in the Workers' Compensation Act and who is eligible for a special disability allowance as provided for in the Municipal Employees' Retirement Fund will have such special disability allowance reduced by any income from gainful employment which, together with the special disability allowance, exceeds one hundred percent (100%) of the current rate of pay for an employee of the same or corresponding job classification held by the employee at the time of such retirement.
8. Effective July 1, 1994, an employee whose retirement becomes effective on or after that date, may upon retirement, and prior to any formula reduction, exchange a portion of his or her accumulated sick leave for up to four (4) years (in whole years only) of additional pension service time for the purpose of computing the amount of his or her retirement allowance provided, however, such additional service time shall not be used for establishing eligibility for normal retirement benefits, but shall be used as additional service credits for employees who are qualified or become qualified for normal/disability retirement benefits. Each additional year of pension service acquired pursuant to this Section shall be equal to two and one-half percent (2.5%) of final average pay. No employee shall retire over eighty percent (80%) of final average pay through the utilization of this benefit with the exception of those employees included in Appendix E, subsection E of this Agreement. For the purpose of exchange under this Section, twenty (20) days shall equal one (1) year of additional pension service time. Any accumulated sick leave remaining after the exchange shall be subject to the provision of Article V, Section 5.3 of this Agreement.

Employees who exchange accumulative sick leave for additional pension service time shall pay any and all Federal and State taxes resulting from such exchange as if such exchange were made pursuant to Article V, Section 5.3 of this Agreement.

This benefit shall remain in effect and inure to the benefit of every current bargaining unit employee hired on or before July 1, 1999, regardless of date of retirement, and shall not be subject to negotiation.

9. All members of the bargaining unit who hold positions which are not sworn police officer positions, including, but not limited to public safety detention officers (previously, police matrons) and Assistant Animal Control Officers, will receive City of Hartford MERF pension benefits equivalent to non-bargaining unit civilian employees of the Hartford Police Department, except that a final average pay shall mean the average annual rate of pay for the highest three (3) years of the employee's earnings during the last five (5) years of service immediately preceding retirement. Final average pay shall include total earnings, including overtime and private duty work. These benefits only apply to non-sworn employees hired before December 11, 2017.
10. There shall be a lockout on pension negotiations, and the pension benefits as provided in the Memorandum of Understanding attached as Appendix O.

Pension benefits, improvements, or changes achieved and/or awarded through or by the Pension Commission or the Court of Common Council to the members of the Municipal Employees' Retirement Fund that would enhance these benefits are not affected by this provision and would not preclude the receiving of these benefits by employees except that the Pension Commission and/or the Court of Common Council cannot remove, alter or change in any way the lockout on pension negotiations stated herein or the pension provision of this Agreement.

### Section 3.6 (a)

This Section shall apply to employees hired after July 1, 1999 but before July 1, 2012 (hereinafter, "Post July 1, 1999 Employees"), employees hired on or after July 1, 2012 but before December 11, 2017 (hereinafter, "Post July 1, 2012 Employees"), and employees hired on or after December 11, 2017 (hereinafter, "Post December 11, 2017 Employees):

- A. Membership.** All Police Officers who entered the employ of the City after April 30, 1947, are enrolled as members of the Municipal Employees' Retirement Fund (The MERF Plan).
- B. Member Contributions.** The City will maintain a Section 414 (h) as outlined by the IRS Plan for pension contributions.
- C. City's Contributions.** The City pays the balance of the annual costs needed to maintain the fund on a sound basis, as determined by periodic actuarial studies.
- D. Pension Benefits.**
  1. The following pension benefits apply to Post July 1, 1999 Employees who did not elect to opt-in to the Post July 1, 2012 Pension Benefits:
    - (a) The employee contribution rate to the pension fund will be six and one-half percent (6.5%) of total earnings. Effective December 11, 2017 the employee contribution rate to the pension fund will be nine and one-half percent (9.5%) of total earnings.
    - (b) Service retirements will be based upon two and one-half percent (2.5%) of final average pay for each whole year of service for the first twenty (20) years and two percent (2%) of final average pay for each whole year of service thereafter, to a maximum of seventy percent (70%) of final average earnings as defined in Paragraph 3.6(a)D.1(d).

- (c) Normal retirement age shall be twenty-five (25) years of service. Employees shall be vested after ten (10) years of continuous service. An employee who vests his or her pension and leaves the service of the City and leaves his or her contributions in the fund, will be entitled to file an application for retirement benefits and thereafter collect pension benefits commencing on the date he or she would have reached his or her normal retirement date.
- (d) Final average pay will be computed on the basis of the employee's highest three (3) of the last five (5) years of regular earnings, exclusive of overtime and private duty pay, added to a figure for overtime and private duty which is based on the employee's total overtime and private duty hours averaged over the employee's last twenty-five (25) years of service or actual years of service, whichever is less.
- (e) Social Security benefits shall not be included in this plan.
- (f) Military Service Credit. Any bargaining unit member who served in the active service of any branch of the armed forces of the United States during any part of the times set forth in Section 27-103 of the General Statutes may purchase credit for up to four (4) years of that military service. Such credit shall be purchased at the rate payable at the time of the member's entry into city service, with interest at the rate of seven percent (7%) per annum.

The period of such service for which the member receives credit shall be counted for the purpose of computing the amount of his or her retirement allowance, provided such member shall have completed ten (10) years of continuous service or fifteen (15) years of active aggregate service with the City of Hartford, or shall be retired prior thereto due to disability incurred in the course of his or her employment. This provision shall not be used to establish eligibility for retirement allowances but shall be used as additional service credits for members who are qualified or become qualified for normal or disability retirement allowances. Each additional year of credited service purchased pursuant to this subsection shall be equal to two and one-half percent (2.5%) of final average pay. Employees hired on or after July 1, 1999 shall not be permitted by the terms of this subsection to exceed the seventy percent (70%) maximum of their final average pay.

- (g) Under the 2010-2016 Agreement, Post July 1, 1999 employees had the option to elect to transfer to the pension benefits provided to Post July 1, 2012 employees as outlined below, provided that they shall have no minimum age requirement for normal retirement eligibility (refer to Paragraph D.1.(c) above), their contribution rate increases to eight percent (8%) effective the first pay period in July 2012, and their previous pension benefits shall not be transferable to the newly elected pension plan. This election is irrevocable. Effective December 11, 2017, the contribution rate for these employees will increase to eleven percent (11%).

2. The following pension benefits apply to Post July 1, 2012 Employees:

- (a) The employee contribution rate to the pension fund will be nine and one-half percent (9.5%) of total earnings, exclusive of private duty earnings. Effective December 11, 2017, the employee contribution rate to the pension fund will be twelve and one-half percent (12.5) of total earnings, exclusive of private duty earnings. The parties recognize that the member's pension contribution rate is one and one-half percent (1.5%) higher than it would otherwise be as a result of the changes set forth under Section 3.5, Paragraphs 8 (e) and (f).
- (b) Service retirements will be based upon two and eight-tenths percent (2.8%) of final average pay for each whole year of service for the first twenty-five (25) years and two and one-half percent (2.5%) of final average pay for each whole year of service thereafter, to a maximum of eighty percent (80%) of final average earnings as defined in Paragraph (d) below.
- (c) Normal retirement age shall be twenty-five (25) years of service and a minimum age of fifty-five (55). Employees shall be vested after ten (10) years of continuous service. An employee who vests his or her pension and leaves the service of the City and leaves his or her contributions in the fund, will be

entitled to file an application for retirement benefits and thereafter collect pension benefits commencing on the date he or she would have reached his or her normal retirement date.

Notwithstanding anything herein to the contrary, Post July 1, 2012 sworn employees who were members of the Union before December 11, 2017 had a one-time option to elect to lower the age requirement for normal retirement eligibility from age fifty-five (55) to either age fifty-three (53) or age fifty-one (51) subject to the following terms and conditions:

- i. If the Post July 1, 2012 sworn employee elects to lower the normal retirement age eligibility to age fifty-three (53), he or she will contribute an additional one percent (1%) to the Pension Fund effective the pay period following December 11, 2017.
  - ii. If the Post July 1, 2012 sworn employee elects to lower the normal retirement age eligibility to age fifty-one (51), he or she will contribute an additional two and one-half percent (2.5%) to the Pension Fund effective the pay period following December 11, 2017.
  - iii. The election had to be made by June 29, 2018 and is final and irrevocable.
  - iv. If the Post July 1, 2012 sworn employee elects to lower his or her normal retirement age eligibility, this age will be utilized in lieu of age fifty-five (55) for all pension benefits referencing normal retirement eligibility, age or date.
- (d) Final average pay will be computed on the basis of the employee's rate of pay immediately preceding retirement (rate of pay will be computed as the hourly rate multiplied by 40 hours then multiplied by 52 weeks) added to a figure for overtime which is based on the employee's total overtime hours averaged over the employee's highest three (3) of the last five (5) years. Private duty hours worked shall not be included in this calculation. In the event an employee experiences a reduction in rank, the rate of pay is based upon the final rate of pay at the employee's highest growth step of the highest rank held by the employee within two (2) years immediately preceding the start of the employee's retirement.
- (e) Social Security benefits shall not be included in this plan.
- (f) Military Service Credit Any bargaining unit member who served in the active service of any branch of the armed forces of the United States during any part of the times set forth in Section 27-103 of the General Statutes may purchase credit for up to four (4) years of that military service. Such credit shall be purchased at the rate payable at the time of the member's entry into city service, with interest at the rate of seven percent (7%) per annum.

The period of such service for which the member receives credit shall be counted for the purpose of computing the amount of his or her retirement allowance, provided such member shall have completed ten (10) years of continuous service or fifteen (15) years of active aggregate service with the City of Hartford, or shall be retired prior thereto due to disability incurred in the course of his or her employment. This provision shall not be used to establish eligibility for retirement allowances but shall be used as additional service credits for members who are qualified or become qualified for normal or disability retirement allowances. Each additional year of credited service purchased pursuant to this subsection shall be equal to two and one-half percent (2.5%) of final average pay. Employees hired on or after July 1, 2012 shall not be permitted by the terms of this subsection to exceed the eighty percent (80%) maximum of their final average pay.

3. The following pension benefits apply to Police Officers hired on or after December 11, 2017:

- (a) The employee contribution rate to the pension fund will be eleven percent (11%) of total earnings exclusive of private duty.

- (b) Service retirements will be based upon two percent (2.0%) of final average pay for each whole year of service to a maximum of seventy percent (70%) of the employee's base salary at retirement. The employee's base salary for purposes of this provision is his or her rate of pay at his or her applicable step, including the educational incentive pay and the ten (10) hour schedule shift differential, but excluding any additional five percent (5%) in lieu of overtime pay, as set forth in the Salary Schedules contained in Appendix B-2 and shall not include overtime and private duty earnings. The employee's base salary does not mean the "Base Step" of the classification.
- (c) Normal retirement age shall be twenty-five (25) years of service and a minimum age of fifty-five (55). Employees shall be vested after ten (10) years of continuous service. An employee who vests his or her pension and leaves the service of the City and leaves his or her contributions in the fund will be entitled to file an application for retirement benefits and thereafter collect pension benefits commencing on the date he or she would have reached his or her normal retirement date.
- (d) Final average pay will be computed on the basis of the employee's rate of pay immediately preceding retirement (rate of pay will be computed as the hourly rate multiplied by 40 hours then multiplied by 52 weeks) added to a figure for overtime which is based on the employee's total overtime hours averaged over the employee's highest three (3) of the last five (5) years. Private duty hours worked shall not be included in this calculation.

In the event an employee experiences a reduction in rank, the rate of pay is based upon the final rate of pay at the employee's highest growth step of the highest rank held by the employee within two (2) years immediately preceding the start of the employee's retirement.

- (e) Social Security benefits shall not be included in this plan.
- (f) Military Service Credit Any bargaining unit member who served in the active service of any branch of the armed forces of the United States during any part of the times set forth in Section 27-103 of the General Statutes may purchase credit for up to four (4) years of that military service. Such credit shall be purchased at the rate payable at the time of the member's entry into city service, with interest at the rate of seven percent (7%) per annum.

The period of such service for which the member receives credit shall be counted for the purpose of computing the amount of his or her retirement allowance, provided such member shall have completed ten (10) years of continuous service or fifteen (15) years of active aggregate service with the City of Hartford, or shall be retired prior thereto due to disability incurred in the course of his or her employment. This provision shall not be used to establish eligibility for retirement allowances but shall be used as additional service credits for members who are qualified or become qualified for normal or disability retirement allowances. Each additional year of credited service purchased pursuant to this subsection shall be equal to two and one-half percent (2.5%) of final average pay. Employees hired on or after July 1, 2012 shall not be permitted by the terms of this subsection to exceed the eighty percent (80%) maximum of their final average pay.

**E. PENSIONS PAYABLE TO DISABLED MEMBERS.** Subject to the approval of the Pension Commission, retirement allowances are payable to any member who becomes permanently disabled in accordance with the following provisions:

1. For permanent and total disability arising out of and in the course of employment as defined in the Workers' Compensation Act, irrespective of the length of service. When a member becomes so incapacitated from engaging in any gainful employment, his or her pension is determined as one hundred percent (100%) of his or her annual pay at the time of his or her disability less any weekly benefits received under the Workers' Compensation Act.
2. For service-connected permanent partial disability, arising as defined in Paragraph 1 above, which reduces by ten percent (10%) or more the income which the member can derive from gainful employment, irrespective of the length of service. The member's pension, which is called a special disability allowance,

is determined as fifty percent (50%) of his or her annual pay at the time of disability provided he or she has completed fifteen (15) or more years of continuous service. On and after the employee's twentieth (20th) year of continuous service, the employee will receive a special disability allowance in accordance with the normal retirement benefits as set forth in Section D.

If the member has less than fifteen (15) years of service and suffers an injury on or after July 1, 1986 which results in disability, his or her initial special disability allowance amounting to fifty percent (50%) of his or her annual pay at the time of disability shall be reduced by any income from gainful employment which, together with the special disability allowance, exceeds one hundred percent (100%) of the current rate of pay for any employee of the same or corresponding job classification held by the employee at the time of his or her retirement.

3. For non-service connected permanent and total disability arising after completion of at least five (5) years of continuous service.

When a member becomes so incapacitated from engaging in any gainful employment, his or her pension is equal to two and one-half percent (2.5%) of his or her final average pay multiplied by the number of whole years of service up to twenty (20) and two percent (2%) thereafter as calculated on the same basis as described in Section D above for normal retirement allowances in the event the employee has reached his or her twenty-fifth (25th) year of continuous service, except that, a minimum pension equal to twenty-five percent (25%) of his or her final average pay is provided.

4. For non-service-connected permanent partial disability which reduces by ten percent (10%) or more the income which the member can derive from gainful employment, and which arises after completion of at least ten (10) years of continuous service. The member's pension, which is called a special disability allowance, is equal to a specified percentage of his or her average pay, namely two and one-half percent (2.5%) multiplied by his or her whole years of service up to twenty (20) years and two percent (2%) thereafter, but not less than twenty-five percent (25%) of his or her final average pay. In the event that the employee has reached his or her twentieth (20th) year of continuous service, non-service-connected permanent partial disability benefits shall be as set forth in Section D.
5. For purposes of this contract, any reference to any payments or benefits made or payable under the Workers' Compensation Act, or received or paid as workers' compensation, shall include any payments or benefits for heart or hypertension disease payable under Section 7-433(c) of the Connecticut General Statutes.

**F. REFUND OF MEMBER'S CONTRIBUTIONS UPON TERMINATION OF EMPLOYMENT (OTHER THAN DEATH).** Upon termination of employment, a member may request the refund without interest of his or her total contributions to the MERF fund. This request must be made at the time he or she leaves the service of the City, or within ten (10) years thereafter, and the refund payment will be made in full settlement of the member's rights, if any, to vested pension or other benefits provided by the MERF plan.

**G. DEATH BENEFITS PAYABLE TO SURVIVING SPOUSE AND CHILDREN.** The pension benefits described below are payable to the member's widow (or widower) provided she or he was living with him or her at the time of his or her death, and provided she or he was married to him or her at the time of his or her retirement if death occurs after retirement, and to his or her qualified dependent children who are unmarried and under age eighteen (18), or over age eighteen (18) if incapacitated from engaging in gainful employment.

1. Where the cause of death does not arise out of and in the course of the member's employment, as defined in the Workers' Compensation Act, the plan provides the spouse with an annual pension equal to twenty-five percent (25%) of the member's earnings during his or her last twelve (12) months of employment at full salary, payable monthly until death or remarriage. In addition, the plan provides a monthly pension of One Hundred Dollars (\$100.00) for the first qualified surviving child, plus Fifty Dollars (\$50.00) monthly for each additional qualified child, payable to the spouse if the children are in her care, or otherwise to their guardian. The total annual pension payments for the surviving spouse and children are not to exceed one hundred percent (100%) of the member's annual pay at the time of his or her death or retirement.

2. Where death occurs from a cause arising out of and in the course of his or her employment as defined in the Workers' Compensation Act, for such deaths before retirement, the plan provides the spouse with a pension equal to fifty percent (50%) of the member's annual pay at the time of death, payable monthly until his or her death or remarriage. In addition, the plan provides for each qualified surviving child who is unmarried and under age eighteen (18), or over age eighteen (18) if incapacitated from engaging in gainful employment, a pension equal to ten percent (10%) of such annual pay (increased to fifteen percent [15%] if there is no surviving spouse), but the total pensions for the spouse and children are limited to a maximum of seventy-five percent (75%) of the member's average annual pay for his or her final five (5) years of service. Such pension benefits for the surviving spouse and children are subject to reduction during their compensable period so that the total annual amount, including weekly Workers' Compensation payments, shall not exceed one hundred percent (100%) of the member's annual pay at the time of death. If death occurs after the member retires with a service-connected disability pension, similar pension benefits are payable to his or her survivors so long as they qualify for weekly Workers' Compensation benefits, the amounts of such pensions being based on the member's annual pay at the time of his or her retirement.

**H. REFUND OF CONTRIBUTIONS PAYABLE TO THE NAMED BENEFICIARY OF A DECEASED MEMBER.** This benefit, which is payable only if there is no spouse or child who qualifies for a survivor's pension, is equal to the member's total contributions without interest, less any pension payments made to him or her prior to his or her death. Also, upon termination of pension payments to the last qualified survivor (as described in Section G above), a refund is made of any excess of the member's contributions over the total pension payments made to the member and to his or her survivors.

A member can designate his or her beneficiary for this benefit by completing a form which he or she may obtain and file in the City Treasurer's Office.

- I. **CONTINUOUS SERVICE.** In determining the member's qualification for pension benefits, periods of absence of not more than ninety (90) days in one (1) year are disregarded. Further, any absence of more than ninety (90) days is not considered to break the continuity of service if caused by disability involving the regular attendance of a physician, or if authorized as a leave of absence by the Court of Common Council. However, such periods of absence are not included in determining the amount of the member's pension. After any other period of absence, a returning member may obtain credit for his or her previous service provided he or she repays any contributions previously withdrawn plus interest, but his or her eligibility for a retirement pension will require the completion of ten (10) years of continuous service following the date of his or her reemployment. There is no limit within which an employee must exercise the aforementioned right.
- J. **ASSIGNMENTS PROHIBITED.** All pensions and benefits of the MERF plan are for the support of the member and his or her qualified survivors. They are not subject to assignment and are exempt from the claim of creditors to the maximum extent permitted by law.

**K. PENSION BENEFITS FOR NON-SWORN EMPLOYEES (PUBLIC SAFETY DETENTION OFFICERS (PREVIOUSLY POLICE MATRONS) AND ASSISTANT ANIMAL CONTROL OFFICERS).**

1. Non-Sworn Employees. Public Safety Detention Officers (previously Police Matrons) and Assistant Animal Control Officers hired before December 11, 2017 will receive pension benefits equivalent to non-bargaining unit civilian employees of the Hartford Police Department, except that a final average pay shall mean the average annual rate of pay for the highest three (3) years of the employee's annual earnings during the last five (5) years of service immediately preceding retirement. Final average pay shall include total earnings, including overtime, private duty work and longevity pay.
2. Non-Sworn Employees hired on or after December 11, 2017. All non-sworn employees hired on or after December 11, 2017 will receive benefits equivalent to non-bargaining unit civilian employees of the Hartford Police Department hired on or after January 1, 2011, except for the following negotiated pension changes:



- (a) The employee contribution rate to the pension fund will be eleven percent (11%) of total earnings.
- (b) Service retirements will be based upon one and one-half percent (1.5%) of final average pay for each whole year of service to a maximum of seventy percent (70%).
- (c) Normal retirement eligibility shall be twenty-five (25) years of service and a minimum age of sixty-two (62). Employees shall be vested after ten (10) years of continuous service. An employee who vests his or her pension and leaves the service of the City and leaves his or her contributions in the fund, will be entitled to file an application for retirement benefits and thereafter collect pension benefits commencing on the date he or she would have reached his or her normal retirement date.
- (d) Final average pay will be computed based on the employee's highest three (3) of their last five (5) years of base salary. The employee's base salary for purposes of this provision is his or her rate of pay at his or her applicable step, including the educational incentive pay, as set forth in Appendix B-2 and shall not include overtime and private duty earnings, if applicable. The employee's base salary does not mean the "Base Step" of the classification.
- (e) Early retirement eligibility will be age fifty-five (55) with at least fifteen (15) years of continuous service. The early retirement allowance shall be based on the normal retirement formula but reduced by six percent (6%) for each whole year the employee retires short of age sixty-two (62).

**L. PENSION LOCKOUT NOTICE.** There shall be a lockout on pension negotiations, and the pension benefits as provided in Section 3.6(a) until July 1, 2020. This lockout pertains only to employees hired after July 1, 1999.

Pension benefits, improvements, or changes achieved and/or awarded through or by the Pension Commission or the Court of Common Council to the members of the Municipal Employees' Retirement Fund that would enhance these benefits are not affected by this provision and would not preclude the receiving of these benefits by employees except that the Pension Commission and/or the Court of Common Council cannot remove, alter or change in any way the lockout on pension negotiations stated herein or the pension provisions of this Agreement.

**NOTICE.** The above summary of pension benefits is not intended to include all rights or responsibilities of employees in regard to pension benefits. For further elaboration or descriptions of benefits and responsibilities, please consult the City Charter or MERF booklet in regard to pension for police officers and firefighters.

Also, please note that this Section does not describe the benefits of Assistant Animal Control Officers or Public Safety Detention Officers (previously Police Matrons) who are covered under MERF Pension Plan with Social Security benefits except as indicated in Section K, herein.

### **Section 3.7 Uniforms**

The City will continue to provide uniforms and replacements under existing practice; provided, however, that the City will provide a minimum of one (1) summer shirt and one (1) pair of summer pants to each officer on April 1 of each year. All plainclothes officers shall receive a clothing allowance of Eleven Dollars (\$11.00) per week. All uniformed employees assigned in plainclothes capacity for two (2) weeks or more shall also receive this same clothing allowance. The clothing allowance shall be payable on or about June 1 of each year.

The City shall not be obligated to provide new uniforms on a periodic basis to plainclothes officers, but the City shall issue a full initial set of such uniforms and shall thereafter make uniforms available to such officers as are necessary at no cost to the officer.

A Police Uniform Advisory Committee shall advise the Chief of Police as to the type and quality of uniforms and ornamentation to be purchased by the Hartford Police Department. The Police Chief shall appoint two (2) members to the committee and the Union President shall appoint two (2) members.

White shirt requirements for Lieutenants and Captains are as follows: If it is a field operation, white shirts are not required, except that the Chief may designate otherwise for particular events. For all other activities, which includes but is not limited to community meetings and any meeting in which the Lieutenant or Captain is representing the Department, the Chief has discretion.

### **Section 3.8 Seniority**

Seniority shall be determined by total length of service in the employee's job classification except that in the case of vacations and layoffs, seniority shall be determined by the employee's total length of service in the department. Probationary employees shall have no seniority, but upon completion of the probationary period, their names shall be added to the seniority list from the date of appointment as probationary employees.

Whenever more than one (1) person is appointed to the department in the same day, the seniority of each such person shall be determined by their relative academic standing upon completion of training in the Police Academy.

Seniority shall not be broken by vacations, sick time, jury duty, suspension, or any authorized leave of absence or any call to military service for the duration.

Employees who resign voluntarily or who may be discharged for just cause shall lose all seniority; provided, however, that employees who resign in good standing and who are returned to duty before the expiration of one (1) year shall regain their seniority upon paying back to the pension fund all money they withdrew plus accumulated interest, and provided, however, that the period of separation will not count for seniority or entitlement to benefits based on length of service.

The parties of this Agreement recognize that the principal factors in job assignments are the efficiency and integrity of the Police Department. Nevertheless, the City will give due consideration to seniority, physical condition and personal hardship in making assignments that are not promotional. Such assignments may be subject to the grievance procedure; provided, however, that the decision in Step 2 shall be final.

To the extent practicable and consistent with the needs of the Field Services Bureau to meet required manpower levels for field operations, changes of shifts for scheduling purposes will be made on the basis of seniority from the affected shift.

Employees who are assigned as investigative trainees may be assigned such duties for no longer than twelve (12) months. No investigative trainees may be assigned or appointed when the authorized positions of Detective fall below the budgeted positions. It is agreed and understood that this investigative trainee position will not supplant any P.O.O.S.A./Detective position.

### **Section 3.9 Motor Vehicles or Vessels**

No employee shall be required to perform any duty involving the maintenance or repair of the Department's motor vehicles or vessels. It is understood that pumping gas in a police /City vehicle shall not constitute a duty involving the maintenance or repair of a Departmental motor vehicle or vessel. The Chief of Police may assign a city vehicle to Police Lieutenants. The Chief of Police will set the parameters in regard to the assignment of these vehicles.

It is understood and agreed, effective July 1, 1994, Police Captains who are subject to callback will be assigned a city vehicle and certain communications equipment for the sole and limited purpose of performing their official duties and that such assignment of vehicles and equipment to the classification of Police Captains may be revoked at any time at the sole discretion of the Chief of Police, provided that similar action shall be taken against any Deputy Chief.

### **Section 3.10 Personal Property**

The City will repair or replace personal equipment, clothing, eyeglasses and watches not to exceed the actual cash value of such items or Two Hundred Dollars (\$200.00) per item, whichever is less, that are damaged, seized or destroyed in the line of duty under procedures and standards established by the City. The reimbursement shall

normally take place within thirty (30) days of the officer's request. In the event of a dispute, the dispute shall be subject to the grievance procedure. However, in the event of a seizure of property in the line of duty, the Chief's documented determination of the current market value shall be final and not subject to challenge. In the event the officer is discharged as a result of the incident leading to the seizure and such discharge is upheld against any challenge, the officer shall return any money paid under this Section.

### **Section 3.11 Funeral Costs**

For any employee in active service who is killed as a result of injury in the line of duty, the City will pay the surviving spouse the sum of Four Thousand Dollars (\$4,000.00), which includes the workers' compensation payment, for funeral and cemetery expenses. If there is no surviving spouse, the payment will be made to the person who assumes the responsibility of paying the funeral expenses.

### **Section 3.12 Residence**

There shall be no residence requirement for employees during the term of this contract.

## **ARTICLE IV HOURS AND OVERTIME**

### **Section 4.1 Hours of Work**

- A. The regular hours of work each day shall be consecutive except for any authorized interruptions for lunch periods.
- B. The workweek shall consist of five (5) consecutive eight (8) hour days except for normal schedule changes in accordance with normal rotation practice or abridged by this Agreement.

Effective January 1, 1995, employees assigned to the Patrol Division and/or the Detention Division shall work eight (8) consecutive hours on a work schedule known as the 5/2-5/3 (five [5] days on, two [2] days off followed by five [5] days on, three [3] days off and the cycle then repeated). This schedule will not allow for the assigning of permanent days off. Should through reorganization, consolidation or other administrative action(s) these Division designations change the determining factor for this work schedule shall be the job function performed by the employees assigned to these newly named units.

Any employee not assigned to these Divisions or job functions shall work five (5) consecutive eight (8) hour days unless abridged by this Agreement. Effective July 1, 1999, these employees shall have one (1) of the following sets of days off: Friday/Saturday; Saturday/Sunday; Sunday/Monday. The Chief of Police or his or her designee, with prior notification of at least twenty-four (24) hours may alter these employees' normal reporting times by up to four (4) hours within these parameters.

Those employees assigned to a 5/2-5/3 work schedule shall be compensated on a weekly basis and it is understood that some work weeks will be for a duration of thirty-two (32) hours. For the purpose of establishing an hourly rate for those employees so assigned, the weekly rate will be divided by forty (40).

No Detective/Police Officer on Special Assignment shift shall commence earlier than 05:00 hours or later than 20:00hours. The Chief of Police or his or her designee, with prior notification of at least forty-eight (48) hours may alter these employees' normal reporting times by up to four (4) hours within these parameters. The alteration of hours may occur for a maximum of two (2) shifts per week.

Effective December 11, 2017, employees assigned to the 5/2-5/3 work schedule may be scheduled for eight (8) workdays per year for training on those weeks in which the employee is scheduled to work thirty-two (32) hours without additional compensation. No employee shall be scheduled for training on either Saturday or Sunday. No employee shall be scheduled for giveback day training on Saturday, Sunday or Monday.

Lieutenants currently assigned to the Bid Shift and 5/2-5/3 work schedule, with the exception of Headquarters/Watch Commander, shall be exempt from the Bid Shift and 5/2-5/3 work schedule, provided they are assigned to a command role in a neighborhood/ neighborhood cluster/ neighborhood zone or District. Lieutenants so assigned workday shall not commence earlier than 05:00 hours or later than 20:00 hours. These Lieutenants will be assigned a city vehicle as outlined in Section 3.9 of this Agreement or be compensated as outlined in Section 4.2(I) of this Agreement.

The Headquarters/Duty Commander position shall be part of the Bid Shift program and the 5/2-5/3 work schedule. The City agrees that there will be assigned to this position at least one (1) Lieutenant on all three (3) shifts (A, B, C Squad) on a permanent basis. District/ zone/ neighborhood Lieutenants may be utilized to fill vacancies in the Headquarters/Duty Commander position when permanently assigned Lieutenants are unavailable.

Those assignments designated as permanent, which shall be defined as the basic 24 hour car plan, shall have permanent reporting times for each bid cycle. Reporting times for Officers assigned to the Relief List may be within the time range(s) as follows:

A Relief 06:00 – 12:00; B Relief 14:00 – 20:00; C Relief 22:00 – 24:00

Changes of shifts for vacancy coverage (bouncing) will be on a citywide basis, based on seniority and in accordance with current practices. Notification for schedule changes for relief list personnel will be in accordance with current practices (upon the completion of their prior tour of duty). No employee shall be required to report to a regular duty assignment without a minimum of eight (8) hours between regular duty completion and the next regular duty starting time.

Zone Lieutenants, Condition Units, Community Service Officers, School Resource Officers, Youth Officers, City Hall Officer(s), Traffic Units and/ or Specialized Units shall not be considered part of the relief list. They may be assigned to staff permanent assignments on the basis of allowing individuals in those units to be utilized in a directed function. It is agreed that under no conditions will they be assigned to limit overtime opportunities for those individuals assigned to the Bid Shift Program. Should the assignment of an Officer(s) last longer than one (1) week, they shall be included in the 5/2-5/3 schedule and any overtime opportunities they would be eligible to if assigned to a bid shift unit.

As many as ten (10) 4/10-hour day police officer assignments, and one (1) police sergeant may be mandated per shift with define starting times of 07:00 hours and 17:00 hours as a component of the basic car plan. These assignments as part of the Bid Shift process would first be filled as a selected bid and then by reverse seniority in accordance with the normal bid shift process and Article III, Section 3.8. Officers assigned to this mandatory work schedule who report to work at 07:00 hours will receive a two and one-half percent (2.5%) weekly increase of their pay rate. Employees assigned to this mandatory work schedule who report to work at 17:00 hours will receive a five percent (5%) increase in their pay rate. This pay rate increase will be in effect only for the time officers / sergeants are assigned to the 4/10 schedule.

Officers assigned to the relief list may be scheduled in a ten (10) hour day assignment and will receive time and a half compensation for any hours worked beyond eight (8) hours in a day. The conditions and terms of this work schedule shall be as outlined in Appendix K.

The Chief of Police may implement a mandatory 4/10-hour day work schedule for investigative personnel. Consideration shall first be given to volunteers by seniority for this work schedule. No more than twenty-five percent (25%) of investigative personnel will be assigned to this work schedule and they shall receive no additional compensation for working this schedule. The conditions and terms of this work schedule shall be as outlined in Appendix K and employees so assigned shall not be subject to altering of their normal starting times.

- C. There shall be a Bid Shift system of designating work schedules. The Bid Shift cycle shall be for eighty-four (84) days. This system deals only with the hours of work within affected Division(s) and/or Bureau(s) and does not impact upon management's right to transfer employees if such changes are deemed by the Chief of Police or his or her designees to be in the best interest of the employee or of the Police Department. The Bid Shift program

will only apply to the Community Service Bureau exclusive of Zone Lieutenants, Condition Units, Community Service Officers, School Resource Officers, Youth Officers, City Hall Officer(s), Traffic Units and/ or Specialized Units. Those job functions previously performed by (1) Field Operations; (2) Detention Services (3) Headquarters/Tele Serve shall remain as part of the Bid Shift Program throughout the life of this Agreement. Effective May 21, 2005, the bid shift assignment of officers shall be determined based on all bid shift assignments available within the Community Service Bureau regardless of job function.

All affected personnel will complete the Bid Shift form developed and provided by the Department indicating the rank ordering of their shift preferences. This form must be completed and signed by a superior officer before being forwarded to the employee's division commander for processing. Personnel who fail to submit forms will be assigned to remaining shift vacancies without regard to seniority.

Seniority shall be the basic criteria in the granting of shift selection requests to sworn personnel. Seniority will be defined as outlined in Section 3.8 of this Agreement.

Should, through reorganization and/or decentralization of police services, those aforementioned Divisions subject to the Bid Shift program be altered or restructured, the functions provided by those Divisions shall be the determining factor of the applicability of the Bid Shift program on a City-wide basis. Under no circumstances shall the Bid Shift be determined within a specific District or Public Service Area or shall specialized patrol functions be exempt from the Bid Shift.

Employees transferred to those Divisions subject to the Bid Shift after the election period for shift preference has passed shall be eligible to assume their shift preference that they would have been eligible for on the relief list of the affected Division until such time as they are eligible to submit a Bid Shift form. This shall include temporary transfers or assignments based on the needs of the Department.

Personnel who are assigned to a Bid Shift program and volunteer for specialized functions within the Department, such as Operations Liberty and Victory, Bicycle Patrols, etc., will volunteer with the knowledge that their reporting hours of work may be altered for the duration of this assignment and may fluctuate on a daily basis. Those assignments held by employees voluntarily assigned to these units will remain as part of the Bid Shift assignment allocation.

It is understood that no officer participating in the Bid Shift process may have their hours altered unless provided for in the current Collective Bargaining Agreement or voluntary assignment to a specialized function has been made. Employees may be assigned to these specialized functions on a non-voluntary basis; however their hours of work will not be altered from their Bid Shift selection.

- D. Police Captains will be subject to Section 4.1, Paragraph A of this Agreement. The Police Captains will work a flexible schedule and those Captains assigned to the Field Services Division will be subject to the Bid Shift provisions of Section 4.1, Paragraph C.
- E. The Chief of Police or his or her designee may change employee shift assignments for training purposes. At least three (3) days notice shall be given to the employee whose shift is changed. The change in shift assignment shall be no more than ten (10) working days in duration. An exception to the ten (10) working day limit may be granted for voluntary training.

#### **Section 4.2 Overtime Pay**

- A. Police Officers, Detectives/Police Officer on Special Assignment and Sergeants shall be paid once at their regular hour rate for overtime, except the rate shall be time and one-half (1.5) for work that exceeds eight (8) hours in a day or after forty (40) hours worked in a week.

Police Lieutenants shall be paid an additional five percent (5%) of the base rate of the class on a continuing basis as "additional compensation in lieu of premium overtime pay" and shall receive straight time for all overtime work that is compensable under this Agreement.

Police Captains shall continue to receive five percent (5%) of the base rate of their class in lieu of all overtime pay and will continue to be eligible for compensatory time as provided in the Personnel Rules and Regulations.

Police Officers, Detectives/Police Officer on Special Assignment and Sergeants assigned to the four (4) ten-hour day work schedule shall be paid at time and one half their regularly hourly rate for work that exceeds ten (10) hours in a day on their normal work day or after forty (40) hours in a week.

- B. In computing hours for premium overtime, any work covered by Sections 4.3 and 4.4 of this Article shall not be counted.
- C. Public Safety Detention Officers (previously Police Matrons) and Assistant Animal Control Officers shall be paid time and one-half (1.5) for overtime work that exceeds eight (8) hours in a day or forty (40) hours worked in a week. Such employees who work on holidays as provided in Article V, Section 5.1, shall be paid time and one-half (1.5) in addition to their regular holiday pay.
- D. For purposes of this Section, paid leave other than sick leave shall count as hours worked except for vacation or personal days charged in accordance with Section 5.3 of this Agreement.
- E. In lieu of overtime pay an employee may request compensatory time off as provided in the Personnel Rules and Regulations at the overtime scale outlined in this Section. Each employee may accumulate and retain up to two hundred (200) hours of compensatory time, after which they must receive overtime pay. Employees shall be paid in full for any accumulated compensatory time at the time of separation from City service. The Chief of Police or his designee may limit the use of compensatory time off per shift within the Patrol Division provided a minimum of eight (8) compensatory days off, or earned leave days off, or a combination thereof per shift (to a minimum of 24 per day) will be granted.
- F. When it is necessary to call in personnel from other divisions and job classifications to aid and assist, such other personnel shall be the first to be released from their duties when the workload has lessened. Employees called for overtime shall report promptly unless excused.
- G. Effective May 21, 2005, overtime for vacancy coverage shall be equally and impartially distributed among qualified employees in each job classification who ordinarily perform such work in the normal course of their workweek. For the purpose of this paragraph personnel assigned to the Bid Shift Program shall all be considered equally eligible for any overtime that may be available to any assignment within that program. Employees assigned to non-bid shift assignments shall have their overtime equalized as nearly as may be feasible within such assignment. Employees who are excused from such overtime shall be charged with the overtime for the purpose of equalizing the distribution. Sworn personnel restricted to light duty shall be eligible for overtime opportunities in the assignments they are assigned provided it is consistent with their medical restrictions and no manipulation of the roll is taken to create overtime opportunities for them.

Overtime assignments in the City's Detention Facilities shall be distributed as outlined in Appendix M of this Agreement.

The City shall keep records of time worked and time charged. In case of a grievance involving such records, the records shall be subject to examination by a Union Executive Board member and the officer in charge of the division involved. This subsection shall not be construed to impart any minimum staffing requirement or level on the Chief of Police.

If the grievance is filed for the Department's failure to properly assign overtime pursuant to this Section, the City shall provide the aggrieved qualified employee the opportunity to work the next comparable shift within a two (2) week period provided, however, this shall not preclude employees from working regularly available overtime, and provided further, that no employee shall be paid for hours not worked as a remedy. If the City declines to provide a remedy under this paragraph and a grievance is filed, and the employee is successful before the State Board of Mediation and Arbitration, the employee may elect compensatory time or a payroll payment as a remedy.

- H. When an employee is recalled to duty for overtime work that is not annexed consecutively to one (1) end or the other of the employee's regular work day, he or she shall receive a minimum of three (3) hours of overtime pay at the applicable overtime rate.
- I. The Commanders of Detention, Major Crimes Division, Crime Scene Division, Special Investigations Division, Vice & Narcotics, Intelligence, Traffic and Internal Affairs shall receive a premium of thirty dollars (\$30.00) weekly, as compensation for off-duty notification, relative to their division. For those weekly periods where an individual is designated to assume the Commander's position, that individual shall receive the thirty dollars (\$30.00) weekly premium in lieu of the Commander.

#### **Section 4.3 Private Jobs**

- A. Except as provide in Paragraph B, below, an employee who is assigned to work a private job for a firm or individual for a regular eight (8) hour day or any portion thereof, shall be paid for a full eight (8) hours at one and one quarter (1.25) his or her regular hourly rate of pay. If an employee is required to work longer than a regular eight (8) hour day, he or she shall be paid at the rate of time and one-half (1.5) for any hour or portion thereof in excess of eight (8) hours.

Employees assigned to private duty work at the formerly identified Hartford Civic Center shall be compensated at an overtime rate (time and one-half) for a minimum of three (3) hours or the actual hours worked at an overtime rate whichever is greater. Lieutenants and Captains shall for the purposes of this Section also be compensated at time and one-half (1.5).

- B. An employee who is assigned to work a private job on construction (including street construction), utility jobs, commercial moving or heavy equipment operations (cranes, rigging, etc.), shall be paid for the hours actually worked, or a minimum of eight (8) hours, whichever is greater, at one and one-half times his or her regular hourly rate of pay for such work on Saturdays and Sundays and at twice his or her regular hourly rate of pay for such work on holidays, as established in Section 5.1.
- C. If an employee reports to work on a private job and is notified that the job is cancelled, he or she shall be paid for four (4) hours. However, if an employee reports late to a job, or leaves early, he or she may be paid only for the hours worked at the discretion of the private job supervisor.

All requests for plainclothes private jobs shall be filled by Police Officers on Special Assignment/Detectives and/or plainclothes superiors unless such plainclothes personnel are unavailable. In addition, all requests for plainclothes officers are subject to the approval of the Chief of Police.

The City agrees that no private job will be recruited for or discussed with employees more than one (1) month before the first day is scheduled to be performed. It is agreed that the private job supervisor, upon request, will make his or her records available for inspection by the Union Executive Board and will discuss procedures used in assigning personnel.

It will be the objective of the private job supervisor to assure reasonably equal distribution of private jobs, taking into account those employees who apply for consideration for private jobs and the desires of the private employers. Those employees who do not perform properly on private jobs may be suspended from additional private jobs for a period of time and may be subject to disciplinary action. On-duty police officers will not be assigned to private duty jobs except in the event of an emergency, and only until such emergency ends.

If a grievance is filed for the Department's failure to properly assign a private job pursuant to this Section, the City shall provide the aggrieved qualified employee the opportunity to work the next comparable shift within a two (2) week period, provided, however, this shall not preclude employees from working regularly available private jobs, and provided further, that no employee shall be paid for hours not worked as a remedy. If the city declines to provide a remedy under this paragraph and a grievance is filed, and the employee is successful before the State Board of Mediation and Arbitration, the employee may elect compensatory time or a payroll payment as a remedy.

D. When a private job requires three (3) to six (6) Police Officers, normally one (1) Sergeant will be assigned to such job, if available. When a private job requires two (2) to five (5) Sergeants, normally one (1) Lieutenant will be assigned to such job, if available. It is recognized by the Union and the City that, on occasion, it may be necessary for the private job supervisor to adjust the number of Sergeants and Lieutenants assigned if circumstances warrant.

One (1) Police Captain will normally be assigned, if available, when two (2) or more Lieutenants are assigned to the same private job.

- E. Any construction or similar work performed solely by City employees shall be exempt from the provisions of this Section.
- F. Any alleged violations of this Section shall be immediately reported to the Police Chief. The Police Chief shall order an investigation and take whatever corrective action is required to enforce the provision of this Section.
- G. A Joint Private Duty Advisory Committee shall be formed consisting of one (1) member of the Executive Board and one (1) member appointed by the Chief of Police to advise the Police Chief on the amount of officers to be hired for special events involving rock concerts, all events at the formerly identified Hartford Civic Center, sporting events, and for the staffing level of the Hartford Convention Center.
- H. Private Duty assignments shall be made as follow: (1) Private duty assignments which are not "Board Jobs" shall be filled in ascending order of classification. Such assignments whether on straight time or on overtime and all overtime jobs, which cannot be filled within the Division shall be assigned through the Private Duty office, except in the case of emergency. For the purpose of this paragraph, auxiliaries shall be considered within a Division with respect to private duty or overtime jobs requiring special training possessed by those auxiliaries. When a City agency issues road construction permits, the City shall endeavor to transmit a copy of the permit to the private Duty Office as quickly as it reasonably can. (2) The parties will meet to discuss a memorandum of agreement concerning a procedure, consistent with the City's computerization efforts, to finalize "Board Jobs" as early as possible each week. (3) Members who submit a slip requesting more than one job are expected to fill said jobs if assigned. If a member has requested more than one job and is assigned more than one job and cannot fulfill their commitment, the member will so inform the Private Duty Office at least seventy-two (72) hours prior to the start of the scheduled shift, except for circumstances outside the member's control. A member who fails to comply with this requirement will be limited to one (1) job only for the next two weeks and will be ineligible for a competitive overtime assignment covering the same shift as the "Board Job".
- I. During the fiscal year, an employee who has three (3) separate occurrences of a week in which he or she worked a private duty job and had lost time shall, thereafter, during that fiscal year be prohibited from working private duty jobs and/or overtime for a two (2) week period following each succeeding incident.

#### **Section 4.4 School Jobs**

Employees' who are assigned to work at any school-related function during their off-duty hours, which is paid for by City appropriated funds, including social and athletic events, shall be paid for a minimum of four (4) hours at one and one-half times (1.5) their regular hourly rate. If the job exceeds four (4) hours, they will be paid for the additional time at one and one-half (1.5) times their regular hourly rate.

### **ARTICLE V HOLIDAYS AND LEAVE**

#### **Section 5.1 Holidays**

The following days are paid holidays for employees in the bargaining unit:

Independence Day	New Years Day
Labor Day	Martin Luther King, Jr. Day



Columbus Day  
 Veterans Day  
 Thanksgiving  
 Christmas

Lincoln's Birthday  
 Washington's Birthday  
 Good Friday  
 Memorial Day

When an employee works on a holiday, he or she shall be given a compensatory day off or a day's pay. Each employee 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. The Police Chief will normally honor the employee's request, except that because of the needs of the service, he or she may determine which option the employee shall exercise.

When a holiday falls on a regular day off, a compensatory day shall be given with the approval of the Police Chief. The request shall be submitted at least forty-eight (48) hours in advance of the requested day off.

If a holiday occurs within an employee's vacation period, he or she shall receive an additional day off to be taken at the discretion of the Police Chief. The request shall be submitted at least forty-eight (48) hours in advance of the requested day off.

If an employee desires off-duty status on one (1) of the above-named holidays, it shall be requested before the assignment schedules are completed and may be granted at the discretion of the Chief. The minimum number of such requests which shall be granted among bid shift employees shall be eight (8) per shift. In unusual circumstances, and workload permitting, the Chief may authorize off-duty status for an employee who submits his/her off-duty request after the holiday assignment schedule is completed.

An employee out of work on a compensable injury or occupational illness and receiving pay in accordance with Section 5.5 of this Agreement will be credited with all holidays that occur during such period of absence. Holidays thus credited may be taken as compensatory days with the approval of the Police Chief upon a request being made at least forty-eight (48) hours in advance of the requested day off.

**Section 5.2 Vacations**

Each employee shall accumulate, during and after his or her probationary period, vacation leave with pay on July 1st according to the following schedule:

**DAYS OF VACATION FOR  
 EMPLOYEES EARNING:**

LENGTH OF SERVICE IN MONTHS	TWO WEEKS PER YEAR	THREE WEEKS PER YEAR	FOUR WEEKS PER YEAR
1	1	1.5	2
2	2	3.0	4
3	3	4.5	6
4	4	6.0	8
5	5	7.5	10
6	6	9.0	12
7	7	10.5	14
8	8	12.0	16
9	9	13.5	18
10	10	15	20
11	10	15	20
12	10	15	20

Such vacation shall be given after July 1st of the fiscal year following his or her appointment or anniversary date but in no case before six (6) months of continuous service have elapsed.

Employees who have completed five (5) years of full-time employment on July 1st and served continuously for the previous twelve (12) months shall be entitled to a vacation of three (3) weeks annually.

Employees who have completed fifteen (15) years of full-time employment on July 1 and served continuously for the previous twelve (12) months shall be entitled to a vacation of four (4) weeks annually.

Upon termination of employment, the employee shall receive payment equal to the amount of accrued vacation leave, provided that vacation leave accrued during the fiscal year in which the employee is separated will only be paid if the employee is in good standing at the time of separation. If termination is caused by death, such payment shall be made to the employee's spouse or beneficiary.

Vacation leave may be carried over from one (1) fiscal year to the next to permit a maximum accumulation of no more than forty (40) days; provided, however, that any carryover in excess of thirty (30) days must be requested in writing and approved by the Chief.

Based on requests received, the Chief will provide for a minimum of six percent (6%) of those employees assigned to the Bid Shift program by rank to be off on vacation at any one (1) time during the summer months.

### **Section 5.3 Sick Leave**

Each employee shall earn sick leave with pay during and after his or her probationary period at the rate of one and one-half (1.5) days of sick leave for each month of service to a maximum of fifteen (15) days in each fiscal year. It is the intent of this provision that each employee appointed on or before July 1 and who serves continuously until the following June 30 shall earn three (3) weeks paid sick leave.

Sick leave shall be granted for personal or immediate family illness, non-compensable bodily injury or disease, and for absence because of enforced quarantine. The City may require sufficient proof for use of sick leave. The City will not normally require a doctor's certificate for absences of three (3) days or less, except in cases of suspected abuse. Immediate family is defined for the purpose of this provision to be father, mother, sister, brother, wife, husband, domestic or civil union partner or children related by either blood, marriage or adoption to the bargaining unit member.

Sick leave shall be granted only if the requirements of these provisions are complied with and the employee reports the illness in accordance with rules of the department, except where sufficiently extenuating circumstances exist. An employee who reports an illness and who has exhausted his or her accumulated sick leave will be charged vacation days, if available, for any absence as a result of the reported illness.

If no vacation days are available to the employee, then the absence will be charged to personal leave days, if available.

**Sick Leave Accumulation.** Employees hired before December 11, 2017 shall accumulate any unused sick leave to a maximum of one hundred twenty (120) days. Employees who have more than one hundred twenty (120) days of accumulated sick leave as of December 11, 2017 may keep their current sick leave balance, but they may not accrue additional leave until or unless their balance decreases below the one hundred twenty (120) day maximum and thereafter may not accumulate in excess of the one hundred twenty (120) day maximum.

Notwithstanding the above, employees hired on or after December 11, 2017 shall accumulate unused sick leave to a maximum of eighty (80) days.

**Payment of Accumulated Sick Leave.** Full payment will be made by the City for any accumulated sick leave at time of death. Payment will be made to the employee's spouse or beneficiary.

For employees hired before December 11, 2017, upon retirement, the City will pay an employee fifty percent (50%) of his or her accumulated and unused sick leave up to the one hundred and twenty (120) day maximum. The maximum payment for these employees is sixty (60) days.

Notwithstanding the above, for employees hired on or after December 11, 2017, there will be no payout of accumulated and unused sick leave.

No payment will be made to an employee who vests his or her pension benefits and collects a benefit commencing other than at termination of service.

### **Section 5.3 (a) Sick Leave Bank Donations**

A bargaining unit member who has accumulated at least thirty (30) days of sick leave may donate a portion of his or her accumulated sick leave to another bargaining unit member, who through serious and protracted illness has used all of his or her accumulated sick , vacation, holiday, personal (earned)and compensatory leave with the exception of two (2) weeks of accrued vacation leave which may be reserved for future use. The Mayor, or his/her designee, and the Director of Human Resources shall authorize the donation and transfer of such sick leave provided the following conditions are met:

1. The donating bargaining unit member shall have a minimum sick leave accumulation of thirty (30) days.
2. 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 bargaining unit members.
3. Sick leave donated by one bargaining unit member to another, when used, shall be paid at the hourly rate of the donor or the donee, whichever is less.
4. No more than sixty (60) days of donated sick leave may be allowed to accumulate in any donee's name at any given time, provided if such donated sick leave should be reduced below sixty (60) days, additional donations may be made to restore the level of accumulated sick leave to sixty (60) days.
5. If any donated sick leave remains following an employee's use of donated time, that time shall remain in a sick leave bank, to be available for a subsequent employee's use and no longer earmarked for the initial donee's use.
6. No sick leave shall be donated to any employee who has a prior record of sick leave abuse for which the employee has been disciplined during the preceding twenty-four (24) months.

### **Section 5.3 (b)**

Commencing January 1, 1988 and continuing indefinitely, if an employee has three (3) occurrences of sick leave use in a quarter (defined as January 1 - March 31; April 1 - June 30; July 1 - September 30; October 1 - December 31) the employee may be considered to be a potential sick leave abuser and may receive written counseling.

Having received written counseling, if an employee has three (3) occurrences of sick leave use in a quarter, the employee may be subject to a written reprimand.

Having received a written reprimand, if an employee has two (2) occurrences of sick leave use in a quarter, the employee may be subject to discipline up to a three (3) day suspension.

Having received a three (3) day suspension, if an employee has two (2) occurrences of sick leave use in a quarter, the employee may receive further discipline, up to and including discharge.

An employee who has entered this system shall revert back one (1) step for each quarter in which he or she has no sick leave use. No reversion shall occur if an employee has a sick leave use in a quarter and both the process and reversion capability shall continue to operate without interruption.

Employees disciplined under the sick leave abuse system shall have the right to grieve in accordance with Article II of the Agreement except that written counseling shall not be subject to the grievance procedure.

For purposes of this Section an "occurrence" of sick leave use is defined as the period of consecutive time commencing from when the employee books off sick and ending when the employee returns to work, including special duty and/or private duty assignments and is identified as a suspected sick leave abuser.

Nothing in this Section shall prohibit the Hartford Police Department from utilizing other procedures and/or methods or levels of disciplinary action for sick leave abuse.

#### **Section 5.4 Personal Leave for Perfect Attendance**

Employees shall earn one and one-half (1.5) workdays of personal leave for each three (3) months of perfect attendance during the period from July 1 through September 30, October 1 through December 31, January 1 through March 31 and April 1 through June 30. The employee may use such leave for any purpose, subject to advance approval of his or her absence. The employee can accumulate up to five (5) workdays for this purpose. Any unused personal leave exceeding five (5) work days shall be paid in cash at the rate of forty percent (40%) after the close of each fiscal year.

For the purpose of this Section, one (1) instance of tardiness per fiscal year quarter which does not exceed one (1) hour shall not affect an employee's perfect attendance status. However, more than one (1) instance of tardiness in any quarter, regardless of the amount to time lost, will result in the loss of personal leave for that quarter.

Effective upon the approval of the 2010-2016 Agreement, employees utilizing a single earned leave day off request will take precedence over all other forms of requests for days off, with the exception of compensatory time off requests.

#### **Section 5.5 Compensation for Injuries and Disease**

Effective for new injuries or disease occurring after July 1, 1987, each employee shall be compensated for any injury or occupational disease under the provisions of the Workers' Compensation Act. Any employee with six (6) months of continuous service shall receive payment from the City, which payment will equal the difference between his or her take home pay (gross base pay less deductions for pension and income tax) and the payments received under the Workers' Compensation Act based on the following formula:

0 to 1 year after swearing in	-	3 months pay
1 to 2 years after swearing in	-	6 months pay
2 to 5 years after swearing in	-	12 months pay
5 to 15 years after swearing in	-	18 months pay
Over 15 years after swearing in	-	24 months pay

Effective July 1, 1994, the parties agree to form a Committee to look into cost saving measures for workers' compensation benefits/coverage, however no changes in coverage or benefits shall occur unless mutually agreed to in writing by both parties.

Workers' compensation benefits shall be administered through a City managed care program. The Parties agree to implement the cost control committee referenced in the above paragraph.

#### **Section 5.6 Funeral Leave**

In the event of death of the spouse or child of an employee, he or she will be granted leave in the amount of seven (7) calendar days and such leave will not be charged to sick leave, personal leave, or vacation leave; provided, however, that the Chief may grant one (1) additional day off with pay if such time is required for extensive travel.

In the event of death of the parents of an employee, he or she will be granted leave in the amount of five (5) calendar days and such leave will not be charged to sick leave, personal leave, or vacation leave; provided, however, that the Chief may grant one (1) additional day off with pay if such time is required for extensive travel.

In the event of death of grandparents, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandchild, spousal grandparents, brother, sister, sister-in-law, brother-in-law, and any relative who is domiciled in the employee's

household, three (3) calendar days leave will be granted and will not be charged to sick leave, personal leave, or vacation leave.

#### **Section 5.7 Jury Pay**

The City agrees to make up the difference in an employees' wages between his or her current basic salary and compensation received for jury duty during the same period.

#### **Section 5.8 Pregnancy Leave**

Leave needed for pregnancy, childbirth and related medical conditions will be treated in the same manner as other conditions which result in a temporary disability under Section 5.9 (a) and any other applicable sections of this Agreement. However, the notice provisions of the federal Family and Medical Leave Act shall apply.

#### **Section 5.9 Childrearing Leave**

Employees shall be entitled to childbearing leave following the birth or adoption of a child in accordance with the notice and qualification provisions of the Federal FMLA and as described in this Article. This leave shall be for forty-five (45) days, and shall be in addition to any non-childrearing leave to which the employee may be entitled to under law or under any other provision of this Agreement. The leave may be charged against the employee's paid sick leave, and to the extent that is exhausted shall be charged against accrued paid leave other than sick leave. If such paid leave is exhausted, the balance of leave shall be unpaid.

An employee who does not return to work on or before the expiration of his or her approved leave or any extension thereof will be deemed to have resigned. If the employee resigns in good standing on or before the expiration of the approved leave, such resignation may be withdrawn as provided in Rule VII, Section 1 of the Personnel Rules and Regulation.

It is understood that any employee using childrearing leave or pregnancy leave, must provide proof that the employee meets the FMLA's definition of "parent" and that the child for whom the leave is taken meets the FMLA's definition of "son or daughter." Examples of such proof include a marriage certificate, doctor's certificate, adoption certificate, birth certificate, proof of foster child/step child status, proof of day-to-day responsibility for caring of children and/or "in loco parents" status as described in the FMLA, it's regulations and Administrative Interpretations. However, notwithstanding any provision in federal law to the contrary, the parties agree that employees in same-sex marriage shall be treated equally in all ways to employees in opposite sex marriages for purposes of this Agreement.

The utilization of sick leave for childrearing leave shall constitute a break in attendance, so that if a bargaining unit member uses such sick leave, personal leave for perfect attendance under Section 5.4 of the Collective Bargaining Agreement shall not be earned during that quarter or quarters.

The parties recognize that the State Family Medical Leave Act does not currently cover employees of public employers.

#### **Section 5.9a Family Medical Leave**

- A. Notwithstanding any City policy stating otherwise, 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., shall be granted up to twelve (12) weeks of unpaid FMLA leave during a twelve (12) month period in accordance with the applicable provisions of the FMLA. Except as otherwise described by Article V, Section 5.8 and 5.9 of this Agreement, any accumulated paid leave time must be substituted for unpaid FMLA leave and exhausted first and said paid leave shall be included in and shall not be in addition to, the aforementioned twelve (12) weeks of allowable leave as permitted by the FMLA. However, an employee may choose to reserve up to two (2) weeks of paid vacation instead of substituting that vacation for FMLA leave. The twelve (12) month period shall be measured from the twelve (12) months commencing on the date the employee first takes FMLA.

A medical certificate as provided in the FMLA shall be required for FMLA leave situations. Employees on FMLA leave shall have the continuity of their employment preserved for seniority purposes. Employees on FMLA leave shall have their health insurance coverage maintained during such leave on the same terms as if they had continued to work, including that employees shall pay any required premium contributions toward the cost of such insurance. If the employee fails to return to work under circumstances described by the FMLA, the employee shall be liable for the retroactive premium payments in accordance with the FMLA.

- B. 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 twelve (12) week period in paragraph one (1), above, shall be extended to comply with the FMLA.
- C. An employee who does not return to work on or before the expiration of his or her approved FMLA leave or any extension thereof will be deemed to have resigned. If the employee resigns in good standing on or before the expiration of the FMLA leave, such resignation may be withdrawn as provided in Rule VII, Section 1, of the Personnel Rules and Regulations.
- D. An employee who has exhausted his or her FMLA leave entitlement, but who is temporarily medically unable to return to work and who has not exhausted other available leave balances during the FMLA leave may utilize other available leave as described in this Agreement as circumstances warrant.
- E. Employees who do not meet the eligibility requirements under the FMLA may be entitled to other leave as described in this Agreement.
- F. An employee who does not meet the criteria of paragraph D and who, therefore, is administratively separated from employment with the City for medical inability to return to work, shall be entitled to payment of all leave accrual balances as of the date of his or her separation. With the deduction of applicable active employee health insurance premium cost shares, said employee will remain on the active employee health insurance plan and at the same health insurance coverage level that the employee had at the time of separation for a period of time equivalent to the amount of accrued sick leave as of the date of the employee's separation from City service.

#### **Section 5.10 Leaves Of Absence Without Pay**

The Police Chief, with the approval of the Director of Human Resources, may grant a regular employee leave of absence without pay for a period not to exceed one (1) year for travel or study. Such leave shall be granted only when it will not result in undue prejudice to the interests of the City as an employer beyond any benefits to be realized. No leave without pay shall be granted except upon written request of the employee and a guarantee by the employee that he or she will serve the City for at least one (1) year after return from such leave. Whenever granted, such leave shall be approved in writing and signed by the Police Chief and a copy filed with the Director of Human Resources.

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

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

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

### **Section 5.11 Transitional Duty**

The transitional duty program with the Hartford Police Department is designed to accommodate for temporary or partial compensable disabilities of employees who sustain work related illnesses, injuries and medical conditions covered by the Workers' Compensation Act or the collective bargaining agreement when such illness, injury or medical condition results in the absence of an employee from their regular work schedule.

Whenever any employee receives a doctor's note with work restrictions, they shall present it to the Chief of Police or designated representative who shall consider all of the following and determine:

1. Available work within the division to accommodate those restrictions for employees who work a forty (40) hour per week schedule.
2. Availability of work within the department to accommodate those restrictions for any employee not accommodated by Paragraph 1 above.
3. If the employee's skills, abilities and medical condition are appropriate to the transitional duty task that may be available within their forty (40) hour per week position or within the department.

Transitional duty assignments will be structured around, but not limited to, a forty (40) hour per week schedule but shall not exceed the treating physician's restrictions. Transitional duty assignments are anticipated to change during the course of the employee's recovery process.

While on transitional duty assignment and prior to returning to full duty, periodic reviews of the employee's progress and condition shall be conducted by the treating physician on a scheduled determined to be medically necessary.

Upon receiving medical release that the employee is fit for full duty, the employee shall be returned to the position and unit to which the employee had been assigned prior to the onset of the temporary disability, subject to reassignment and/or promotion.

### **Section 5.12 Run-Out of Accrued Leave at Separation**

Employees who were hired before December 11, 2017 and retire under this Agreement shall have the option to run out their accrued leave, with the exception of sick leave, to a maximum of six (6) months ("Run-Out Option") or have their accrued leave paid out as a lump sum at the time of retirement, as set forth below.

1. Employees who elect the Run-Out Option will have their accrued leave, with the exception of sick leave, run-out utilizing the same work schedule to which they were assigned at the time of the submission of their notification of retirement for a maximum of six (6) months and such run-out period will be utilized to determine the employee's years of creditable service and final average pay. During the period of their run-out, they will not accrue any additional leave as set forth in the collective bargaining agreement in effect at that time. Any accrued leave in excess of six (6) months will be paid out to the retiring employee in a lump sum in accordance with the collective bargaining agreement in effect at the time of their retirement. This additional accrued leave lump sum payment shall not be used to increase the employee's years of creditable service and any accrued leave lump sum payment shall not be included or utilized in any manner in determining or calculating the employee's final average pay period, final average pay, and retirement allowance.
2. Employees who do not elect the Run-Out Option will have their accrued leave paid out to the retiring employee in a lump sum in accordance with the collective bargaining agreement in effect at the time of their retirement. Any accrued leave lump sum payment shall not be used to increase the employee's years of creditable service and any accrued leave lump sum payment shall not be included or utilized in any manner in determining or calculating the employee's final average pay period, final average pay, and retirement allowance. The effective date of retirement shall be the day immediately following the employee's last day of work.

There is no "Run-Out" Option for resignations, probationary discharges, or terminations. For these separations, any accrued leave, with the exception of sick leave, shall be paid out to the separating employee in a lump sum in accordance with the collective bargaining agreement in effect at the time of separation. Any accrued leave lump sum payment shall not be used to increase the employee's years of creditable service and any accrued leave lump sum payment shall not be included or utilized in any manner in determining or calculating the employee's final average pay period, final average pay, and retirement allowance. The effective date of separation shall be the day immediately following the employee's last day of work.

Notwithstanding anything herein to the contrary, employees hired on or after December 11, 2017 shall not have the option to run-out their accrued leave at the time of any separation, including retirement. Any accrued leave that may be payable to the employee in accordance with the collective bargaining agreement in effect at the time of separation, if any, will be paid out to the separating employee in a lump sum payment. Any accrued leave lump sum payment shall not be used to increase the employee's years of creditable service and any accrued leave lump sum payment shall not be included or utilized in any manner in determining or calculating the employee's final average pay period, final average pay, and retirement allowance. The effective date of separation shall be the day immediately following the employee's last day of work.

## **ARTICLE VI GENERAL PROVISIONS**

### **Section 6.1 Union Representatives**

A written list of Union Stewards and other elected Officers and Representatives of the Hartford Police Union shall be furnished to the Police Chief and Director of Human Resources immediately after their designation and on a quarterly basis and the Union shall notify the City immediately of any changes. The Union shall not designate more than eight (8) Stewards and eight (8) alternate Stewards for the bargaining unit as a whole.

The above Officers and Stewards shall be granted reasonable time off during working hours without loss of pay to investigate and settle grievances, provided that the Officer or Steward shall request permission from his or her first level supervisor outside the bargaining unit. Permission may be withheld by the supervisor because of operating requirements, but such permission may not be withheld for more than twenty-four (24) hours except in department-wide emergencies.

The internal business of the Union shall be conducted during the non-duty hours of the employees involved; provided, however, members of the Union Executive Board may be permitted without loss of pay to attend one (1) Union meeting per month during duty hours. In the event the Union does not call a regular meeting during any one (1) month, this authorization may be used for a special meeting called during another month.

Up to five (5) members of the Union negotiating committee will attend meetings for the purpose of negotiating or conducting business with the City during their working hours without loss of pay.

Upon the request of the Union, Union members shall be granted time off without pay loss to attend Union authorized functions not to exceed a cumulative total of thirty (30) working days in any fiscal year for the entire bargaining unit. No more than five (5) union members shall be granted Union leave at any one time to attend the same Union function. The Union shall furnish the Director of Human Resources and the Chief of Police with a list of delegates and elected officials and provide the dates and locations of said Union functions.

The Union shall provide a request for leave at least seven (7) calendar days prior to the date of the Union function. Such approval may be denied due to unavoidable operating requirements or in the case of a Department-wide emergency.

Police Captains shall have all prior authority to rule on first (1st) step grievances and provide or deny permission to Union officers and/or Stewards to investigate and/or settle grievances.



## **Section 6.2 Access to Premises**

The City agrees to permit representatives of the Hartford Police Union to have reasonable access to the premises of the City, subject to security regulations, provided that any such representative notifies the first supervisor outside the bargaining unit of the reason for his or her presence when he or she arrives and exercises care not to interfere with the performance of duties assigned to employees.

## **Section 6.3 Bulletin Board**

The City will furnish one (1) glass enclosed bulletin board in each of the following locations for exclusive use of the Union: Squad Room; Police Officers' Locker Rooms; and Superior Officers' Locker Room. Union notices shall be posted only on these boards. Both parties agree that it would be improper to post abusive, false or obscene material on bulletin boards. All material except for routine notices of meetings, social events and other official union business shall be approved in advance by the Police Chief. Keys to the boards shall be retained by the Chief and the Union President.

## **Section 6.4 Seniority List**

On or about April 1 of each year, the Police Chief will furnish the Union with a list of all employees in the bargaining unit showing their seniority with the City and their seniority in their current classifications.

## **Section 6.5 Health and Safety Responsibilities - Safety Committee**

- A. While the parties recognize the hazards inherent in performing police work, the employer recognizes it's responsibility to, and will use its best efforts to, provide the safest working conditions possible for bargaining unit employees.
- B. The Police Chief and the Union shall each appoint three (3) representatives to serve as members of a joint safety committee, which shall meet monthly to review and recommend safety and health conditions. Bargaining unit members of said committee shall attend meetings without the loss of pay when such meetings are scheduled during the regular working hours of the employees involved.

## **Section 6.6 Management-Union Informational Meeting**

The Chief of Police and the Union Executive Board will schedule an informational meeting to be held once each month. Members of the Union Executive Board shall attend said meetings without the loss of pay when such meetings are scheduled during the regular working hours of the employees involved.

At such meetings, the Union's opinion will be welcomed on all matters affecting the Police Department including technological changes.

## **Section 6.7 Union Management Physical and Mental Fitness Committee**

The Union and the City shall meet periodically for the purpose of studying a physical fitness and periodical physical examination program. The joint study committee shall also discuss drug and alcohol abuse, including rehabilitation. No decision will be made to implement the study except as is jointly agreed to by the City and the Union.

Neither the City nor the Union waive any rights they may have under this Agreement or the Municipal Employee Relations Act because of the existence and operation of this joint committee.

The Union and the City support a comprehensive drug testing program to include sworn members and potential sworn members of the Hartford Police Department.

The current drug testing program agreed to by the parties shall remain in effect in accordance with the conditions of the Departmental Policy and Procedures # 8-33 and those memoranda of understanding as attached.

It is understood and agreed that Police Captains will continue to participate in and exercise the same supervisory and administrative duties and responsibilities under the parties' Drug Testing Policy as such duties and responsibilities existed prior to the certification of such classifications for representation under ME 14, 689.

**Section 6.8 Compensatory Time for Meetings**

Any committee member of the Safety Committee, Management-Union Informational Committee, Union-Management Physical and Mental Fitness Committee, Police Uniform Advisory Committee, Private Duty Advisory Committee and Workers' Compensation Cost Containment Committee who is required to attend some meetings on off-duty hours will be granted compensatory time off on an hour for hour basis.

**Section 6.9 Union President Detached Duty**

The Union President will be on detached duty to perform Union business. The Union President will respond to all requests for Union representation or a Union representative, in lieu of other Union representatives, from 8:30 A.M. to 4:30 P.M., Monday through Friday, unless he or she is unavailable for good cause. For the purpose of maintaining constant communications with the Department and Chief of Police, the Union President will carry a beeper pager in good repair to be paid for by the Union. The Union will provide the President with an office outside the Department and the Department has no obligation to provide office space for the Union President.

**Section 6.10 Printing of Agreement**

The Union and the City will equally share in the printing cost of this Agreement which shall be printed under the existing established procedures with payment due from the Union within thirty (30) days of receipt of a bill from the City for its share of the cost. The Union shall be entitled to verification of said costs.

**Section 6.11 Appearance Standards**

The Chief of Police shall implement reasonable appearance standards which shall be applicable to and binding on bargaining unit employees effective July 1, 1985.

**ARTICLE VII  
COVENANTS**

**Section 7.1 Local Ordinances**

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

**Section 7.2 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, it being the intention of the parties that no portion of this Agreement or provision herein shall become inoperative or fail by reason of the invalidity of any other portion or provision.

**Section 7.3 Effective Dates**

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

**Section 7.4 Duration**

The duration of this Agreement shall extend from July 1, 2016 through June 30, 2022 and shall continue in effect thereafter unless amended, modified or terminated in accordance with this Section.

Either party wishing to amend, modify or terminate this Agreement must so advise the other party in writing no later than one hundred fifty (150) days prior to the expiration of this Agreement and begin negotiations no later than one hundred twenty (120) days prior to the expiration of this Agreement.

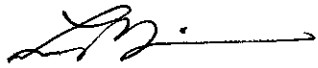
**Section 7.5 Entire Agreement**

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 terms or addition of new subject matter except by mutual agreement.

IN WITNESSES WHEREOF, the parties here to have caused to be signed and sealed this Agreement and a like copy on this 9<sup>th</sup> day of September, 2019.

**FOR THE CITY OF HARTFORD**


By:



Its Mayor

**FOR THE HARTFORD POLICE UNION**

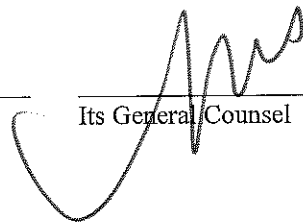
By:



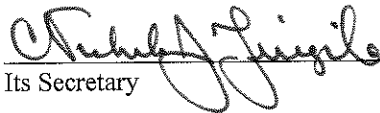
Its President



Its Vice President



Its General Counsel

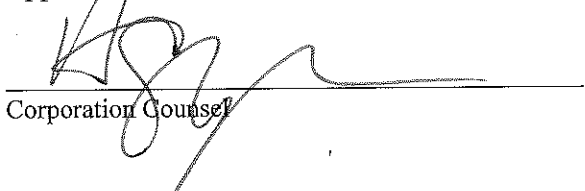


Its Secretary



Its Treasurer

**Approved as to legality and form:**



Corporation Counsel

**APPENDIX A  
EMPLOYEE RIGHTS**

The following subsections of Section 7-468 of the Municipal Employee Relations Act are hereby provided verbatim, solely so as to inform employees of their statutory rights:

- (a) "Employees shall have, and shall be protected in the exercise of, the right of self-organization, to form, join or assist any employee organization, to bargain collectively through representatives of their own choosing on questions of wages, hours and other conditions of employment and to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection, free from actual interference, restraint or coercion.
  
- (e) "An individual employee at any time may present a grievance to his or her employer and have the grievance adjusted, without intervention of an employee organization, provided the adjustment shall not be inconsistent with the terms of a Collective Bargaining Agreement then in effect. The employee organization certified or recognized as the exclusive representative shall be given prompt notice of the adjustment. (February Sp. Sess. 1965, P.A. 159, S.2. eff. June 4, 1965; 1967, P.A. 491 S.2., eff. June 16, 1967; 1993, P.A. 93-426, S.4.)"

It is understood and agreed that the following Police Officer "Bill of Rights" shall become effective immediately.

1. Any formal written complaint by a person against a Police Officer shall be duly sworn to and signed by the complainant. If the person refuses to sign the complaint, the complaint shall be received and the refusal to sign shall be noted.
  
2. The above does not preclude the Chief of Police from initiating a departmental investigation upon receipt of any type of complaint if he or she determines it to be in the best interest of the Police Department and/or the Police Officer involved. The investigation of an unsigned complaint must be concluded within thirty (30) working days of the filing of the complaint. On or before thirty (30) working days have passed, the Chief of Police must advise the Police Officer involved whether charges will be made against him or her or whether the investigation has been concluded. If the investigation has been concluded, no charges will be made against the Officer at any later time.
  
3. In the absence of any further corroboratory evidence after a departmental investigation, an unsigned complaint on its own standing shall not be used as evidence in any formal departmental hearing against a Police Officer.
  
4. Whenever a Police Officer is under investigation for any reason, which may lead to disciplinary and/or criminal charges, such investigation shall be conducted in the following manner:
  - (a) Any questioning of the Police Officer shall be conducted at a reasonable hour normally when the Police Officer is on duty, unless the seriousness of the investigation warrants an immediate investigation as determined by the Chief of Police.
  
  - (b) If the Police Officer under questioning is under arrest or is likely to be placed under arrest, he or she shall be informed of all his or her rights prior to the beginning of questioning.
  
  - (c) The Police Officer shall have the right to be represented by counsel of his or her choice when such investigation relates to the officer being charged with a criminal offense. If the employee so desires, a union representative may be present during any questioning which may lead to suspension, demotion, dismissal or arrest.
  
  - (d) Any witness in any Internal affairs investigation shall be entitled to be represented by a union representative of his/her choice, if requested by the witness, and such representative must not interfere with the investigative process. If the requested union representative is also a witness in the investigation or interferes with the investigation, then the union representative shall recuse himself/herself and the employee shall have the right to select another union representative.

5. Police Officers shall enjoy all legal rights guaranteed under the Constitution of the United States and the State of Connecticut and any other Federal or state statutes.
6.
  - (a) No officer shall be suspended without pay until a disciplinary hearing has been conducted except as provided in Paragraphs (b) and (c) below or unless he or she has been arrested for a felony, a sexual offense and/or a crime of larceny under the Connecticut Penal Code.
  - (b) An officer who has been found to be under the influence of drugs or alcohol while on duty may be suspended without pay for the remainder of that tour of duty. The Chief of Police shall review the suspension within five (5) working days and either reverse or uphold the suspension, or take other appropriate disciplinary action as he or she may deem necessary following a disciplinary hearing.
  - (c) An officer who has assaulted another officer while either is on duty or displays physical violence against another Police Department employee or against Police Department equipment or facilities except if such action is in the course of a lawful arrest may be immediately suspended without pay until a hearing before the Chief of Police or his or her designee on the next administrative duty day at which time he or she may uphold, overturn, or continue the suspension for no more than five (5) working days.
  - (d) An officer who reports for duty improperly attired or equipped may be sent home to report back properly attired or equipped and will be docked pay for the time he or she is absent.
7. If a false complaint or allegation is made against any Police Officer, the Chief of Police, the Union Executive Board, and the Police Officer involved will meet to review the charges and discuss whether or not the matter should be presented to appropriate prosecutorial persons.
8. In the event the Police Chief determines that the charges filed against an employee, if true, would warrant a penalty of no less than one (1) day and/or no more than five (5) days suspension without pay, the expedited hearing procedures, indicated below, will be followed. In all other disciplinary actions those hearing rules as outlined in the H.P.D. Policy and Procedures, Section 4.3 shall remain in effect.
  - (a) The Police Chief or the Chiefs designee will advise the Union and the employee of the charges filed and will set a date for an expedited disciplinary hearing before the Chief or his/her designee.
  - (b) The employee, who at the employee's discretion may be represented at the hearing by the Union, will be permitted to respond to the charges filed and will have access to the department's investigative package and will be permitted to respond to the contents of that package. No witnesses will be permitted to testify at such hearings, provided however, written statements from such witnesses may be submitted by either the department or the Union (or employee if not represented by the Union).
  - (c) Any charge, which results from a citizen's complaint shall not be subject to this procedure.
  - (d) The findings of the Police Chief or designee shall be made known to the employee and Union at the close of the hearing. If the employee is suspended as a result of those findings, the employee and the Union shall be advised of the date(s) and duration of the suspension at that time. The Police Chief or designee may postpone a recitation of the findings if the Union or employee has submitted new or heretofore unknown information to the Chief or designee which may require further investigation by the department.
  - (e) Any suspension imposed as a result of an expedited hearing may be appealed to the third (3rd) step of the grievance procedure, and if not resolved at that step appealed to arbitration. Any appeal filed must be done so in accordance with Article II of this Agreement.
  - (f) Any employee who is suspended from work without pay, at the employee's option, may elect to work during the suspension and have the suspension time deducted from the employee's accumulated and accrued leave such as vacation and earned leave, but not sick leave. Employees so suspended shall not be eligible for overtime or private duty assignments for the duration of such suspension.

- (g) No suspension of fewer than thirty-two (32) calendar days shall lead to the loss of health insurance coverage as described in this Agreement, including all applicable coverage, co-pays and employee contribution, during the suspension period.

**APPENDIX B  
CLASSIFICATION AND PAY RANGES**

Wage rates and growth increments for employees shall be as outlined in this Appendix.

*Effective 7/1/2016, the pay rates in effect on June 30, 2016 shall remain unchanged  
and in effect through June 30, 2020.*

*Effective July 1, 2020, the pay rates for all classifications shall increase 2.00%.*

*Effective July 1, 2021, the pay rates for all classifications shall increase 2.00%.*

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

Effective July 1, 2005, Police Officer Recruits shall advance to the base rate of Police Officer upon successful completion of the Police Academy. The pay range for the classification of Police Officer will be revised as set forth in Appendix B-2 and apply to employees hired after December 11, 2017.

Effective December 11, 2017, the classification of Matron (Classification Code 5001) will be replaced with Public Safety Detention Officer. Employees employed in the classification of Matron as of December 11, 2017 will be reclassified to the Public Safety Detention Officer classification. The Public Safety Detention Officer wage schedule shall include a "Recruit" step that will be ten percent (10%) below "Base" step of Public Safety Detention Officer. Public Safety Detention Officer Recruits shall advance to the base rate of Public Safety Detention Officer upon successful completion of their training program.

With the exception of Police Officer Recruits and Public Safety Detention Officer Recruits, all employees shall advance to the next growth increment within their classification upon completion of one year in the previous step until such time as they reach the maximum growth increment of their classification. Advancement from one classification to another shall be in accordance with the Personnel Rules & Regulations of the City of Hartford for classified employees.

**EDUCATION INCENTIVE PAY**

**A. Sworn Employees Hired Before December 11, 2017**

Effective July 1, 1999, upon reaching the third (3<sup>rd</sup>) anniversary of graduation from the Police Academy, all employees hired before December 11, 2017 with two (2) full years of college, sixty (60) credits, from an accredited college, shall receive an additional two and one-half percent (2.5%) based on the employee's pay rate, while employees hired before December 11, 2017 who have earned a Bachelor's degree, from an accredited college, shall receive an additional five percent (5%) based on the employee's pay rate. Once an employee has reached top pay as a Police Officer, that employee with two (2) full years of college, sixty (60) credits, from an accredited college, shall receive one full step in the Police Officer on Special Assignment/Detective range (first [1<sup>st</sup>] year rate). Any employee with a Bachelor's degree, who has reached top pay as a Police Officer, will receive the next step (top pay) in the Police Officer on Special Assignment/Detective range.

For all Police Officers hired after July 1, 1999 but before December 11, 2017, the educational incentive shall be payable as follows. Upon reaching the third (3<sup>rd</sup>) anniversary of graduation from the Police Academy, all Police Officers with two (2) full years of college, sixty (60) credits, from an accredited college, shall receive an additional two and one-half percent (2.5%) based on the employee's pay rate, while Police Officers who have earned a Bachelor's degree, from an accredited college, shall receive an additional five percent (5%) based on the employee's pay rate. For individuals who reach the top of their salary range for Police Officer, their educational incentive shall be based on two and one-half percent (2.5%) or five percent (5%) of that top step amount. Should a Police Officer be promoted to a higher job classification, he or she shall immediately be entitled to receive the applicable educational incentive.

Effective July 1, 2005, educational incentive pay shall be made upon the completion of the initial probationary period as Police Officer. Should a Police Officer be promoted to a higher job classification, he or she shall immediately be entitled to receive the applicable educational incentive.

Effective August 24<sup>th</sup>, 2012, employees hired before December 11, 2017 shall receive an additional 2.5% educational incentive for completion of a post graduate degree or certification, provided the employee's course work must be in one of the following disciplines: Sociology, Psychology, Criminal Justice, Police Science, Public Safety, Business Administration, Public Administration, Human Resources or Foreign Language.

The parties recognize that some Colleges and Universities may utilize course credit methodologies other than three (3) credits for the successful completion of one course. In these circumstances, equivalencies will qualify the employee for the two (2) full years of college/sixty (60) credits educational incentive provided the credit methodology is verified and approved by the Director of Human Resources.

For the purpose of this Appendix, the term "accredited College" shall mean a College or University accredited by a Regional Accrediting Organization recognized by the Council of Higher Education Accreditation at the time of graduation. Regional Accrediting Organizations include:

- Middle States Commission on Higher Education;
- New England Commission of Higher Education;
- Higher Learning Commission (or North Central Association of Colleges and Schools before the fall of 2014);
- Northwest Commission on Colleges and Universities;
- Southern Association of Colleges and Schools Commission on Colleges; or
- Western Association of Schools and Colleges [Add WASC Senior College and University Commission?]

The parties recognize that the names of the Regional Accrediting Organizations may change from time to time.

#### **B. Sworn Employees Hired On or After December 11, 2017**

Notwithstanding anything herein to the contrary, the educational incentive pay to be provided to employees hired into a sworn position on or after December 11, 2017 will be as follows:

- Two percent (2%) based on the employee's pay rate for employees with two (2) full years of college, sixty (60) credits, from an accredited college.
- Three percent (3%) based on the employee's pay rate for employees who have earned a bachelor's degree, from an accredited college.
- An additional two percent (2%) based on the employee's pay rate for completion of a post graduate degree or certificate, provided the employee's course work must be in one of the following disciplines: Sociology, Psychology, Criminal Justice, Police Science, Public Safety, Business Administration, Public Administration, Human Resources or Foreign Language.
- The other terms and conditions of education incentive pay for sworn employees contained in this Appendix that are not superseded by this paragraph will apply to sworn employees hired on or after December 11, 2017.



**C. Public Safety Detention Officers (Previously Police Matron) and Assistant Animal Control Officers Hired Before December 11, 2017**

Assistant Animal Control Officers upon the completion of their initial probationary period who successfully complete both Levels I and II of training offered or certified by the National Animal Control Association shall receive an additional one and one-half (1.5%) based on the employee's pay rate, which will be paid in the same manner as educational incentives are currently paid under this Appendix. Assistant Animal Control officers also shall be eligible for educational incentives as set forth above, not including the incentive for a Post Graduate Degree or Certificate. Any such incentives earned shall be in lieu of the one and one-half percent (1.5%) increase under this paragraph.

Public Safety Detention Officers upon completion of their initial probationary period who successfully complete an approved certification or program authorized and recognized by the Police Department, shall receive an additional one and one-half percent (1.5%) based on the employee's pay rate, which will be paid in the same manner as educational incentives are currently paid under this Appendix. Public Safety Detention Officers also shall be eligible for educational incentives as set forth above, not including the incentive for a Post Graduate Degree or Certificate. Any such incentives earned shall be in lieu of the one and one-half percent (1.5%) increase under this paragraph. The recognized Public Safety Detention Officers certification or program must provide similar value to the Police Department as does the certification by the National Animal Control Association for Assistant Animal Control Officers. If the City and the Union cannot agree to a mutually acceptable certification of program, it will be subject to binding interest arbitration.

**D. Public Safety Detention Officers (Previously Police Matron) and Assistant Animal Control Officers Hired On or After December 11, 2017**

Notwithstanding anything herein to the contrary, the educational incentive pay to be provided to employees hired into a Public Safety Detention Officer (Previously Police Matron) or Assistant Animal Control Officer position on or after December 11, 2017 will be as follows:

- One and one-half percent (1.5%) based on the employee's pay rate for employees who successfully complete the approved certifications or programs as outlined above for non-sworn employees hired on or before December 11, 2017.
- Two percent (2%) based on the employee's pay rate for employees with two (2) full years of college, sixty (60) credits, from an accredited college.
- Three percent (3%) based on the employee's pay rate for employees who have earned a bachelor's degree, from an accredited college.
- The other terms and conditions of education incentive pay for non-sworn employees contained in this Appendix that are not superseded by this paragraph will apply to sworn employees hired after December 11, 2017.

**APPENDIX B-1  
CLASSIFICATIONS AND WEEKLY PAY RANGES FOR EMPLOYEES HIRED BEFORE DECEMBER 11, 2017**

CODE	CLASSIFICATION	EFF DATE	GWI %	EDUC	Recruit (10% Below Base)	BASE	1ST YEAR	2ND YEAR	3RD YEAR	4TH YEAR
5001	Public Safety Detention Officer Hired Before 12/11/2017 (Replaces Police Matron)	12/11/2017 through 6/30/2020	0.00%	1.50% 2.50% 5.00%	\$845.08	\$938.98	\$985.82 \$1,000.61 \$1,010.47 \$1,035.11	\$1,033.23 \$1,048.73 \$1,059.06 \$1,084.89	\$1,079.52 \$1,095.71 \$1,106.51 \$1,133.50	\$1,131.24 \$1,148.21 \$1,159.52 \$1,187.80
		7/1/2020	2.00%	1.50% 2.50% 5.00%	\$861.98	\$957.76	\$1,005.54 \$1,020.62 \$1,030.68 \$1,055.82	\$1,053.89 \$1,069.70 \$1,080.24 \$1,106.58	\$1,101.11 \$1,117.63 \$1,128.64 \$1,156.17	\$1,153.86 \$1,171.17 \$1,182.71 \$1,211.55
		7/1/2021	2.00%	1.50% 2.50% 5.00%	\$879.23	\$976.92	\$1,025.65 \$1,041.03 \$1,051.29 \$1,076.93	\$1,074.97 \$1,091.09 \$1,101.84 \$1,128.72	\$1,123.13 \$1,139.98 \$1,151.21 \$1,179.29	\$1,176.94 \$1,194.59 \$1,206.36 \$1,235.79
5097	Assistant Animal Control Officer, Hired Before 12/11/2017	12/11/2017 through 6/30/2020	0.00%	1.50% 2.50% 5.00%	\$938.98	\$938.98	\$985.82 \$1,000.61 \$1,010.47 \$1,035.11	\$1,033.23 \$1,048.73 \$1,059.06 \$1,084.89	\$1,079.52 \$1,095.71 \$1,106.51 \$1,133.50	\$1,131.24 \$1,148.21 \$1,159.52 \$1,187.80
		7/1/2020	2.00%	1.50% 2.50% 5.00%	\$957.76	\$957.76	\$1,005.54 \$1,020.62 \$1,030.68 \$1,055.82	\$1,053.89 \$1,069.70 \$1,080.24 \$1,106.58	\$1,101.11 \$1,117.63 \$1,128.64 \$1,156.17	\$1,153.86 \$1,171.17 \$1,182.71 \$1,211.55
		7/1/2021	2.00%	1.50% 2.50% 5.00%	\$976.92	\$976.92	\$1,025.65 \$1,041.03 \$1,051.29 \$1,076.93	\$1,074.97 \$1,091.09 \$1,101.84 \$1,128.72	\$1,123.13 \$1,139.98 \$1,151.21 \$1,179.29	\$1,176.94 \$1,194.59 \$1,206.36 \$1,235.79

**APPENDIX B-1  
CLASSIFICATIONS AND WEEKLY PAY RANGES FOR EMPLOYEES HIRED BEFORE DECEMBER 11, 2017**

CODE	CLASSIFICATION	EFF DATE	GWI %	EDUC	RECRUIT	BASE	1ST YEAR	2ND YEAR	3RD YEAR	4TH YEAR	5TH YEAR
501.1	Police Officer, Hired Before 12/11/2017	12/11/2017 through 6/30/2020	0.00%	2.50%	\$835.86	\$958.69	\$1,016.67	\$1,067.24	\$1,129.80	\$1,282.92	\$1,374.62
				5.00%	NA	\$982.66	\$1,042.09	\$1,093.92	\$1,158.05	\$1,314.99	\$1,408.99
				7.50%	NA	\$1,006.62	\$1,067.50	\$1,120.60	\$1,186.29	\$1,347.07	\$1,443.35
	Officers assigned to the 4/10 work schedule whose work day commences at 07:00 shall receive a 2.5% increase in their pay rate.	7/1/2020	2.00%	2.50%	\$852.58	\$977.86	\$1,037.00	\$1,088.58	\$1,152.40	\$1,308.58	\$1,402.11
				5.00%	NA	\$1,002.31	\$1,062.93	\$1,115.79	\$1,181.21	\$1,341.29	\$1,437.16
				7.50%	NA	\$1,026.75	\$1,088.85	\$1,143.01	\$1,210.02	\$1,374.01	\$1,472.22
	Officers assigned to the 4/10 work schedule whose work day commences at 17:00 shall receive a 5% increase in their pay rate.	7/1/2021	2.00%	2.50%	\$869.63	\$997.42	\$1,057.74	\$1,110.35	\$1,175.45	\$1,334.75	\$1,430.15
				5.00%	NA	\$1,022.36	\$1,084.18	\$1,138.11	\$1,204.84	\$1,368.12	\$1,465.90
				7.50%	NA	\$1,047.29	\$1,110.63	\$1,165.87	\$1,234.22	\$1,401.49	\$1,501.66
				7.50%	NA	\$1,072.23	\$1,137.07	\$1,193.63	\$1,263.61	\$1,434.86	\$1,537.41
CODE	CLASSIFICATION	EFF DATE	GWI %	EDUC	RECRUIT	BASE	1ST YEAR	2ND YEAR	3RD YEAR	4TH YEAR	5TH YEAR
5011	Police Officer On Special Assignment, Hired Before 12/11/2017	12/11/2017 through 6/30/2020	0.00%	2.50%	\$1,349.49	\$1,437.75	\$1,500.02	\$1,537.52	\$1,575.02	\$1,612.52	\$1,650.02
				5.00%	\$1,383.23	\$1,473.69	\$1,539.84	\$1,606.52	\$1,673.65	\$1,741.25	\$1,809.35
				7.50%	\$1,416.96	\$1,509.64	\$1,576.50	\$1,644.77	\$1,713.65	\$1,782.00	\$1,850.85
				2.00%	\$1,376.48	\$1,466.51	\$1,530.02	\$1,568.27	\$1,606.52	\$1,644.77	\$1,683.02
				2.50%	\$1,410.89	\$1,503.17	\$1,568.27	\$1,606.52	\$1,644.77	\$1,683.02	\$1,721.27
				5.00%	\$1,445.30	\$1,539.84	\$1,606.52	\$1,644.77	\$1,683.02	\$1,721.27	\$1,759.52
				7.50%	\$1,479.72	\$1,576.50	\$1,644.77	\$1,683.02	\$1,721.27	\$1,759.52	\$1,797.77
				2.00%	\$1,404.01	\$1,495.84	\$1,560.62	\$1,599.64	\$1,638.65	\$1,677.67	\$1,716.68
				2.50%	\$1,439.11	\$1,533.24	\$1,599.64	\$1,638.65	\$1,677.67	\$1,716.68	\$1,755.69
				5.00%	\$1,474.21	\$1,570.63	\$1,638.65	\$1,677.67	\$1,716.68	\$1,755.69	\$1,794.70
				7.50%	\$1,509.31	\$1,608.03	\$1,677.67	\$1,716.68	\$1,755.69	\$1,794.70	\$1,833.71

**APPENDIX B-1  
CLASSIFICATIONS AND WEEKLY PAY RANGES FOR EMPLOYEES HIRED BEFORE DECEMBER 11, 2017**

CODE	CLASSIFICATION	EFF DATE	GW1 %	EDUC	BASE	1ST YEAR
5031	Police Sergeant, Hired Before 12/11/2017	12/11/2017 through 6/30/2020	0.00%	2.50%	\$1,565.99	\$1,595.72
				5.00%	\$1,605.14	\$1,635.61
				7.50%	\$1,644.29	\$1,675.51
	Sergeants assigned to the 4/10 work schedule whose work day commences at 07:00 shall receive a 2.5% increase in their pay rate. Not including Investigative personnel.	7/1/2020	2.00%		\$1,597.31	\$1,627.63
				2.50%	\$1,637.24	\$1,668.32
				5.00%	\$1,677.18	\$1,709.01
				7.50%	\$1,717.11	\$1,749.70
	Sergeants assigned to the 4/10 work schedule whose work day commences at 17:00 shall receive a 5% increase in their pay rate. Not including Investigative personnel.	7/1/2021	2.00%		\$1,629.26	\$1,660.18
				2.50%	\$1,669.99	\$1,701.68
				5.00%	\$1,710.72	\$1,743.19
				7.50%	\$1,751.45	\$1,784.69
CODE	CLASSIFICATION	EFF DATE	GW1 %	EDUC	BASE	1ST YEAR
5041	Police Lieutenant, Hired Before 12/11/2017	12/11/2017 through 6/30/2020	0.00%	2.50%	\$1,677.99	\$1,761.89
				5.00%	\$1,805.94	\$1,882.95
				7.50%	\$1,849.98	\$1,928.87
		7/1/2020	2.00%		\$1,711.55	\$1,797.13
				2.50%	\$1,842.06	\$1,920.60
				5.00%	\$1,886.99	\$1,967.45
				7.50%	\$1,931.91	\$2,014.29
		7/1/2021	2.00%	\$0.00	\$1,745.78	\$1,833.07
				2.50%	NA	\$1,878.90
				5.00%	NA	\$1,924.72
				7.50%	NA	\$1,970.55
						\$1,823.94
						\$1,911.24
						\$1,959.02
						\$2,006.80
						\$2,054.58

**APPENDIX B-1  
CLASSIFICATIONS AND WEEKLY PAY RANGES FOR EMPLOYEES HIRED BEFORE DECEMBER 11, 2017**

CODE	CLASSIFICATION	EFF DATE	GW/ %	EDUC	BASE	5%	1ST YEAR	5%
5051	Police Captain, Hired Before 12/11/2017	12/11/2017 through 6/30/2020	0.00%	2.50%	\$1,948.80	\$2,046.24	\$2,023.35	\$2,120.79
				5.00%		\$2,097.40		\$2,173.81
				7.50%		\$2,148.55		\$2,226.83
		7/1/2020	2.00%		\$1,987.78	\$2,087.16	\$2,063.82	\$2,163.21
				2.50%		\$2,139.34		\$2,217.29
				5.00%		\$2,191.52		\$2,271.37
				7.50%		\$2,243.70		\$2,325.45
		7/1/2021	2.00%		\$0.00	\$2,128.90	\$2,105.10	\$2,206.47
				2.50%	NA	\$2,182.12		\$2,261.63
				5.00%	NA	\$2,235.35		\$2,316.79
				7.50%	NA	\$2,288.57		\$2,371.96

**APPENDIX B-2**  
**CLASSIFICATIONS AND WEEKLY PAY RANGES FOR EMPLOYEES HIRED ON OR AFTER DECEMBER 11, 2017**

CODE	CLASSIFICATION	EFF DATE	GWI %	EDUC	Recruit (10% Below Base)	BASE	1ST YEAR	2ND YEAR	3RD YEAR	4TH YEAR
5001	Public Safety Detention Officer, Hired On or After 12/11/2017 (Replaces Police Matron)	12/11/2017 through 6/30/2020	0.00%	1.50%	\$845.08	\$938.98	\$985.82	\$1,033.23	\$1,079.52	\$1,131.24
				2.00%		\$1,000.61	\$1,048.73	\$1,095.71	\$1,148.21	
				3.00%		\$1,005.54	\$1,053.89	\$1,101.11	\$1,153.86	
						\$1,015.39	\$1,064.23	\$1,111.91	\$1,165.18	
		7/1/2020	2.00%	1.50%	\$861.98	\$957.76	\$1,005.54	\$1,053.89	\$1,101.11	\$1,153.86
				2.00%		\$1,020.62	\$1,069.70	\$1,117.63	\$1,171.17	
				3.00%		\$1,025.65	\$1,074.97	\$1,123.13	\$1,176.94	
						\$1,035.71	\$1,085.51	\$1,134.14	\$1,188.48	
		7/1/2021	2.00%	1.50%	\$879.23	\$976.92	\$1,025.65	\$1,074.97	\$1,123.13	\$1,176.94
				2.00%		\$1,041.03	\$1,091.09	\$1,139.98	\$1,194.59	
				3.00%		\$1,046.16	\$1,096.47	\$1,145.59	\$1,200.48	
						\$1,056.42	\$1,107.22	\$1,156.82	\$1,212.25	
5097	Assistant Animal Control Officer, Hired On or After 12/11/2017	12/11/2017 through 6/30/2020	0.00%	1.50%	\$938.98	\$985.82	\$1,033.23	\$1,079.52	\$1,131.24	
				2.00%		\$1,000.61	\$1,048.73	\$1,095.71	\$1,148.21	
				3.00%		\$1,005.54	\$1,053.89	\$1,101.11	\$1,153.86	
						\$1,015.39	\$1,064.23	\$1,111.91	\$1,165.18	
		7/1/2020	2.00%	1.50%	\$957.76	\$1,005.54	\$1,053.89	\$1,101.11	\$1,153.86	
				2.00%		\$1,020.62	\$1,069.70	\$1,117.63	\$1,171.17	
				3.00%		\$1,025.65	\$1,074.97	\$1,123.13	\$1,176.94	
						\$1,035.71	\$1,085.51	\$1,134.14	\$1,188.48	
		7/1/2021	2.00%	1.50%	\$976.92	\$1,025.65	\$1,074.97	\$1,123.13	\$1,176.94	
				2.00%		\$1,041.03	\$1,091.09	\$1,139.98	\$1,194.59	
				3.00%		\$1,046.16	\$1,096.47	\$1,145.59	\$1,200.48	
						\$1,056.42	\$1,107.22	\$1,156.82	\$1,212.25	

**APPENDIX B-2**  
**CLASSIFICATIONS AND WEEKLY PAY RANGES FOR EMPLOYEES HIRED ON OR AFTER DECEMBER 11, 2017**

CODE	CLASSIFICATION	EFF DATE	GWI %	EDUC	RECRUIT	BASE	1ST	2ND	3RD	4TH
							YEAR	YEAR	YEAR	YEAR
5011	Police Officer, Hired On or After 12/11/2017	12/11/2017 through 6/30/2020	0.00%	2.00%	\$958.69	\$1,016.67	\$1,067.24	\$1,129.80	\$1,282.92	\$1,374.62
					NA	\$1,037.00	\$1,088.58	\$1,152.40	\$1,308.58	\$1,402.11
					NA	\$1,047.17	\$1,099.26	\$1,163.69	\$1,321.41	\$1,415.86
					NA	\$1,067.50	\$1,120.60	\$1,186.29	\$1,347.07	\$1,443.35
	Officers assigned to the 4/10 work schedule whose work day commences at 07:00 shall receive a 2.5% increase in their pay rate.	7/1/2020	2.00%	2.00%	\$977.86	\$1,037.00	\$1,088.58	\$1,152.40	\$1,308.58	\$1,402.11
					NA	\$1,057.74	\$1,110.35	\$1,175.45	\$1,334.75	\$1,430.15
					NA	\$1,068.11	\$1,121.24	\$1,186.97	\$1,347.84	\$1,444.17
					NA	\$1,088.85	\$1,143.01	\$1,210.02	\$1,374.01	\$1,472.22
	Officers assigned to the 4/10 work schedule whose work day commences at 17:00 shall receive a 5% increase in their pay rate.	7/1/2021	2.00%	2.00%	\$997.42	\$1,057.74	\$1,110.35	\$1,175.45	\$1,334.75	\$1,430.15
					NA	\$1,078.89	\$1,132.56	\$1,198.96	\$1,361.45	\$1,458.75
					NA	\$1,089.47	\$1,143.66	\$1,210.71	\$1,374.79	\$1,473.05
					NA	\$1,110.63	\$1,165.87	\$1,234.22	\$1,401.49	\$1,501.66
5011	Police Officer On Special Assignment, Hired On or After 12/11/2017	12/11/2017 through 6/30/2020	0.00%	2.00%			\$1,349.49	\$1,437.75	\$1,500.02	
							\$1,376.48	\$1,466.51	\$1,530.02	
		7/1/2020	2.00%	2.00%			\$1,389.97	\$1,480.88	\$1,545.02	
							\$1,416.96	\$1,509.64	\$1,575.02	
							\$1,376.48	\$1,466.51	\$1,530.02	
		7/1/2021	2.00%	2.00%			\$1,404.01	\$1,495.84	\$1,560.62	
							\$1,432.09	\$1,525.76	\$1,591.83	
							\$1,446.13	\$1,540.72	\$1,607.44	
			2.00%	3.00%			\$1,445.30	\$1,539.84	\$1,606.52	
							\$1,474.21	\$1,570.63	\$1,638.65	
							\$1,474.21	\$1,570.63	\$1,638.65	

**APPENDIX B-2**  
**CLASSIFICATIONS AND WEEKLY PAY RANGES FOR EMPLOYEES HIRED ON OR AFTER DECEMBER 11, 2017**

CODE	CLASSIFICATION	EFF DATE	GWI %	EDUC	BASE	1ST YEAR	
						5%	YEAR
5031	Police Sergeant, Hired On or After 12/11/2017	12/11/2017 through 6/30/2020	0.00%	2.00%	\$1,565.99	\$1,595.72	
					\$1,597.31	\$1,627.63	
					\$1,612.97	\$1,643.59	
	Sergeants assigned to the 4/10 work schedule whose work day commences at 07:00 shall receive a 2.5% increase in their pay rate. Not including Investigative personnel.	7/1/2020	2.00%	2.00%	\$1,644.29	\$1,675.51	
					\$1,597.31	\$1,627.63	
					\$1,629.26	\$1,660.18	
	Sergeants assigned to the 4/10 work schedule whose work day commences at 17:00 shall receive a 5% increase in their pay rate. Not including Investigative personnel.	7/1/2021	2.00%	2.00%	\$1,677.18	\$1,709.01	
					\$1,629.26	\$1,660.18	
					\$1,661.85	\$1,693.38	
	Sergeants assigned to the 4/10 work schedule whose work day commences at 17:00 shall receive a 5% increase in their pay rate. Not including Investigative personnel.	7/1/2021	2.00%	2.00%	\$1,678.14	\$1,709.99	
					\$1,710.72	\$1,743.19	
5041	Police Lieutenant, Hired On or After 12/11/2017	12/11/2017 through 6/30/2020	0.00%	2.00%	\$1,677.99	\$1,761.89	\$1,753.12
					\$1,797.13	\$1,873.76	\$1,873.76
					\$1,814.75	\$1,892.13	\$1,892.13
	Police Lieutenant, Hired On or After 12/11/2017	7/1/2020	2.00%	2.00%	\$1,711.55	\$1,797.13	\$1,788.18
					\$1,833.07	\$1,911.24	\$1,911.24
					\$1,851.04	\$1,929.97	\$1,929.97
	Police Lieutenant, Hired On or After 12/11/2017	7/1/2021	2.00%	2.00%	\$1,886.99	\$1,967.45	\$1,967.45
					\$1,745.78	\$1,833.07	\$1,823.94
					\$1,869.73	\$1,949.46	\$1,949.46
	Police Lieutenant, Hired On or After 12/11/2017	7/1/2021	2.00%	2.00%	\$1,888.06	\$1,968.58	\$1,968.58
					\$1,924.72	\$2,006.80	\$2,006.80



**APPENDIX B-2**  
**CLASSIFICATIONS AND WEEKLY PAY RANGES FOR EMPLOYEES HIRED ON OR AFTER DECEMBER 11, 2017**

CODE	CLASSIFICATION	EFF DATE	GWI %	EDUC	BASE	1ST YEAR		
						5%	5%	5%
5051	Police Captain, Hired On or After 12/11/2017	12/11/2017 through 6/30/2020	0.00%	2.00%	\$1,948.80	\$2,046.24	\$2,023.35	\$2,120.79
				3.00%		\$2,087.16		\$2,163.21
				5.00%		\$2,107.63		\$2,184.41
		7/1/2020	2.00%		\$1,987.78	\$2,087.16	\$2,063.82	\$2,163.21
				2.00%		\$2,128.90		\$2,206.47
				3.00%		\$2,149.77		\$2,228.11
				5.00%		\$2,191.52		\$2,271.37
		7/1/2021	2.00%		\$0.00	\$2,128.90	\$2,105.10	\$2,206.47
				2.00%	NA	\$2,171.48		\$2,250.60
				3.00%	NA	\$2,192.77		\$2,272.66
				5.00%	NA	\$2,235.35		\$2,316.79

APPENDIX C OPEN ACCESS PLUS

SUMMARY OF BENEFITS



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

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

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

Plan Highlights

	In-Network	Out-of-Network
<b>Lifetime Maximum</b>	Unlimited	Unlimited
<b>Coinsurance</b>	Your plan pays 100%	Your plan pays 80%
<b>Maximum Reimbursable Charge</b>	Not Applicable	200%
<b>Calendar Year Deductible</b>	Individual: None 2- Member Family: None 3+ Member Family: None	Individual: \$300 2- Member Family: \$600 3+ Member Family: \$600
<ul style="list-style-type: none"> <li>▮ The amount you pay for out-of-network covered expenses counts toward your out-of-network deductibles.</li> <li>▮ After each eligible family member meets his or her individual deductible, covered expenses for that family member will be paid based on the coinsurance level specified by the plan. Or, after the family deductible has been met, covered expenses for each eligible family member will be paid based on the coinsurance level specified by the plan.</li> </ul>	<p>Note: Services where plan deductible applies are noted with a caret (^)</p>	
<b>Calendar Year Out-of-Pocket Maximum</b>	Individual: \$3,300 2- Member Family: \$6,600 3+ Member Family: \$6,600	Individual: \$1,300 2- Member Family: \$2,600 3+ Member Family: \$2,600
<ul style="list-style-type: none"> <li>▮ Only the amount you pay for in-network covered expenses counts toward your in-network out-of-pocket maximum. Only the amount you pay for out-of-network covered expenses counts toward your out-of-network out-of-pocket maximum.</li> <li>▮ All copays contribute towards your in-network out-of-pocket maximum.</li> <li>▮ Mental Health and Substance Abuse covered expenses contribute towards your out-of-pocket maximum.</li> <li>▮ After each eligible family member meets his or her individual out-of-pocket maximum, the plan will pay 100% of their covered expenses. Or, after the family out-of-pocket maximum has been met, the plan will pay 100% of each eligible family member's covered expenses.</li> </ul>		

7/1/2017

ASO

Open Access Plus - Copay - City - \$20/\$200/\$50/\$100 Plan Police Fact Sheet - 5283999. Version# 7  
 Kittrak: CSM10015

**Benefit**

**In-Network**

**Out-of-Network**

**Physician Services**

**Physician Office Visit – Primary Care Physician (PCP)/Specialist**

- All services including Lab & X-ray

\$20 copay, then your plan pays 100%

After the plan deductible is met, your plan pays 80%

**NOTE:** Obstetrician and Gynecologist (OB/GYN) visits are subject to either the PCP or Specialist cost share depending on how the provider contracts with Cigna (i.e. as PCP or as Specialist)

**Surgery Performed in Physician's Office**

Your plan pays 100%

Your plan pays 80% ^

**Allergy Serum**

Your plan pays 100%

After the plan deductible is met, your plan pays 80%

- Dispensed by the physician in the office

**Allergy Treatment/Office Visit/Testing**

\$20 copay or actual charge (if less)

Your plan pays 80% ^

**Allergy Injections**

Your plan pays 100%

Your plan pays 80% ^

- Unlimited maximum per Calendar Year

**Cigna Telehealth Connection services**

Not Covered

- Includes charges for the delivery of medical and health-related consultations via secure telecommunications technologies, telephones and internet only when delivered by contracted medical telehealth providers (see details on myCigna.com).

**Preventive Care**

**Preventive Care**

Plan pays 100%

After the plan deductible is met, your plan pays 80%

- Includes coverage of additional services, such as urinalysis, EKG, and other laboratory tests, supplementing the standard Preventive Care benefit when billed as part of office visit.

**Immunizations**

Plan pays 100%

After the plan deductible is met, your plan pays 80%

**Mammogram, PAP, and PSA Tests**

Plan pays 100%

Plan pays based on place of service.

- Coverage includes the associated Preventive Outpatient Professional Services.
- Diagnostic-related services are covered at the same level of benefits as other x-ray and lab services, based on place of service.

**Inpatient**

**Inpatient Hospital Facility**

\$200 per confinement per member up to \$600 per year, then your plan pays 100%

After the plan deductible is met, your plan pays 80%

**Semi-Private Room:** In-Network: Limited to the semi-private negotiated rate / Out-of-Network: Limited to semi-private rate

**Private Room:** In-Network: Limited to the semi-private negotiated rate / Out-of-Network: Limited to semi-private rate

**Special Care Units (Intensive Care Unit (ICU), Critical Care Unit (CCU)):** In-Network: Limited to the negotiated rate / Out-of-Network: Limited to ICU/CCU daily room rate

- Copay is waived if readmitted within 30 days for same diagnosis

**Inpatient Hospital Physician's Visit/Consultation**

Your plan pays 100%

After the plan deductible is met, your plan pays 80%

Benefit	In-Network	Out-of-Network
<b>Inpatient Professional Services</b> □ For services performed by Surgeons, Radiologists, Pathologists and Anesthesiologists	Your plan pays 100%	After the plan deductible is met, your plan pays 80%
<b>Outpatient</b>		
<b>Outpatient Facility Services</b> ▽ Non-surgical treatment procedures are not subject to the facility per visit copay	\$100 per facility visit copay, then your plan pays 100%	Your plan pays 80% ^
<b>Short-Term Rehabilitation</b>  Calendar Year Maximums: ▽ Physical Therapy (PT), Speech Therapy (ST), Occupational Therapy (OT) and Chiropractic Care (Chiro) have a combined maximum of 50 days per Calendar Year * Note: When the combined 50 day maximum is met, any additional days for in-network will be covered same as out-of-network at the plan deductible and coinsurance amount. □ Pulmonary Rehabilitation (PR), Cognitive Therapy (CT) - Unlimited days with No Copayment	Your plan pays 100% for Physical and Occupational Therapy* Your plan pays 100% for Chiro and Speech after a separate \$20 copay*	Your plan pays 80% ^
<b>Note:</b> Therapy days, provided as part of an approved Home Health Care plan, accumulate to the applicable outpatient short term rehab therapy maximum.		
<b>Short-Term Rehabilitation</b> Calendar Year Maximums: □ Cardiac Rehabilitation (CR) - 36 days per episode - No Copayment	Your plan pays 100%	Your plan pays 80% ^
<b>Note:</b> Therapy days, provided as part of an approved Home Health Care plan, accumulate to the applicable outpatient short term rehab therapy maximum.		
<b>Other Health Care Facilities/Services</b>		
<b>Home Health Care</b>		
□ Unlimited days maximum per Calendar Year □ HHC deductible is \$50 per Calendar Year for Out of Network Services	Your plan pays 100%	Your plan pays 80% after \$50 HHC deductible is met
<b>Home Health Aide</b> - 80 days per Calendar Year		
<b>Outpatient Private Duty Nursing</b> ▽ \$15,000 maximum per Calendar Year	Your plan pays 100%	Your plan pays 80% ^
<b>Skilled Nursing Facility, Rehabilitation Hospital, Sub-Acute Facility</b> □ 120 days maximum per Calendar Year	Your plan pays 100%	After the plan deductible is met, your plan pays 80%
<b>Durable Medical Equipment</b> □ Unlimited maximum per Calendar Year	Your plan pays 100%	After the plan deductible is met, your plan pays 80%
<b>Breast Feeding Equipment and Supplies</b> ▽ Limited to the rental of one breast pump per birth as ordered or prescribed by a physician. □ Includes related supplies	Your plan pays 100%	After the plan deductible is met, your plan pays 80%

**Benefit**

**In-Network**

**Out-of-Network**

Benefit	In-Network	Out-of-Network
<b>External Prosthetic Appliances (EPA)</b>	Your plan pays 100%	After the plan deductible is met, your plan pays 80%
<ul style="list-style-type: none"> <li>□ Unlimited maximum per Calendar Year</li> </ul>		
<b>Acupuncture</b>	Your plan pays 100%	Your plan pays 80% ^
<ul style="list-style-type: none"> <li>□ Unlimited maximum per Calendar Year</li> <li>□ Coverage for medical diagnosis only</li> </ul>		
<b>Hearing Aid</b>	Your plan pays 100%	After the plan deductible is met, your plan pays 80%
<ul style="list-style-type: none"> <li>□ Unlimited maximum per 24 Months</li> <li>□ Includes testing and fitting of hearing aid devices.</li> </ul>		
<b>Routine Hearing Exams</b>	Your plan pays 100%	Your plan pays 80% ^
<ul style="list-style-type: none"> <li>□ One exam per Calendar Year</li> </ul>		
<b>Routine Vision Exams</b>	Your plan pays 100%	Your plan pays 80% ^
<ul style="list-style-type: none"> <li>□ One exam and refraction every Calendar Year</li> </ul>		
<b>Eyeglasses for Accidental Injury</b>	Your plan pays 100%	Your plan pays 80% ^
<ul style="list-style-type: none"> <li>□ One pair per lifetime</li> </ul>		
<b>Oral Surgery - Impacted Wisdom Teeth</b>	Based on place of service (Inpatient or outpatient facility)	Your plan pays 80% ^
<ul style="list-style-type: none"> <li>• Facility related charges covered</li> <li>• Oral surgeon charges are covered under your dental plan</li> </ul>		
<b>Biofeedback</b>	Your plan pays 100%	Your plan pays 80% ^
<ul style="list-style-type: none"> <li>• <b>Accidental Injury to Natural Teeth</b> • Full or partial dentures if needed because of an accidental injury to natural teeth which occurred while covered under the plan.</li> <li>• Fixed bridgework if needed due to an accidental injury to natural teeth which occurred while covered under the plan.</li> <li>• Prompt repair to natural teeth if needed due to an accidental injury to those teeth which occurred while covered under the plan.</li> <li>• Dental Anesthesia</li> <li>• Injuries as a result of chewing and biting</li> </ul>	Based on Place of Service	Your plan pays 80% ^
<b>Specialized Formula</b>	Your plan pays 100%	Your plan pays 80% ^
<b>Nutritional Counseling</b>	Your plan pays 100%	Your plan pays 80% ^
<b>Retail Walk-In Center Services</b>	\$20 PCP or \$20 Specialist copay	Your plan pays 80% ^
<b>Wigs</b>	Your plan pays 100%	Your plan pays 80% ^
<ul style="list-style-type: none"> <li>□ Covered for a Cancer diagnosis - 1 per calendar year</li> </ul>		
<b>Foot Orthotics</b>	Your plan pays 100%	Your plan pays 80% ^
<ul style="list-style-type: none"> <li>• Excludes surgical shoes or boots</li> </ul>		
<b>Ostomy Related Services</b>	Your plan pays 100%	Your plan pays 80% ^

Benefit		In-Network	Out-of-Network
<b>Outpatient Professional Services</b>			
<ul style="list-style-type: none"> <li>For services performed by Surgeons, Radiologists, Pathologists and Anesthesiologists</li> </ul>		Your plan pays 100%	After the plan deductible is met, your plan pays 80%
<b>Medical Specialty Drugs</b>			
<b>Inpatient</b>			
<ul style="list-style-type: none"> <li>This benefit applies to the cost of the Infusion Therapy drugs administered in an Inpatient Facility. This benefit does not cover the related Facility or Professional charges.</li> </ul>		Your plan pays 100%	After the plan deductible is met, your plan pays 80%
<b>Outpatient Facility Services</b>			
<ul style="list-style-type: none"> <li>This benefit applies to the cost of the Infusion Therapy drugs administered in an Outpatient Facility. This benefit does not cover the related Facility or Professional charges.</li> </ul>		Your plan pays 100%	After the plan deductible is met, your plan pays 80%
<b>Physician's Office</b>			
<ul style="list-style-type: none"> <li>This benefit applies to the cost of targeted Infusion Therapy drugs administered in the Physician's Office. This benefit does not cover the related Office Visit or Professional charges.</li> </ul>		Your plan pays 100%	After the plan deductible is met, your plan pays 80%
<b>Home</b>			
<ul style="list-style-type: none"> <li>This benefit applies to the cost of targeted Infusion Therapy drugs administered in the patient's home. This benefit does not cover the related Professional charges.</li> </ul>		Your plan pays 100%	After the plan deductible is met, your plan pays 80%

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

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

Benefit	Physician's Office			Emergency Room/ Urgent Care Facility		Outpatient Facility	
	In-Network	Out-of-Network	Independent Lab	In-Network	Out-of-Network	In-Network	Out-of-Network
Laboratory	Plan pays 100%	Plan pays 80%	Plan pays 100%	Covered same as plan's Emergency Room/Urgent Care Services	Covered same as plan's Emergency Room/Urgent Care Services	Plan pays 100%	Plan pays 80%
Radiology	Plan pays 100%	Plan pays 80%	Not Applicable	Covered same as plan's Emergency Room/Urgent Care Services	Covered same as plan's Emergency Room/Urgent Care Services	Plan pays 100%	Plan pays 80%
Advanced Radiology Imaging	Plan pays 100%	Plan pays 80%	Plan pays 100%	Plan pays 100%	Plan pays 80%	Plan pays 100%	Plan pays 80%

Benefit	Emergency Room / Urgent Care Facility		Outpatient Professional Services		*Ambulance	
	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network
Emergency Care	\$50 per visit (copay waived if admitted) then your plan pays 100%		Plan pays 100%	Plan pays 100% ^	Plan pays 100%	Plan pays 100% ^
Urgent Care	\$25 per visit, your plan pays 100%		Plan pays 100%	Not Applicable*		
*Ambulance services used as non-emergency transportation (e.g., transportation from hospital back home) generally are not covered.						
Urgent Care	\$25 per visit (copay waived if admitted)		Plan pays 100%	Plan pays 100%	Plan pays 100%	Plan pays 100%
Benefit	Inpatient Hospital and Other Health Care Facilities		Outpatient Services			
	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network
Hospice	Plan pays 100%	Plan pays 80% ^	Plan pays 100%	Plan pays 80% ^		
Bereavement Counseling	Plan pays 100%	Plan pays 80% ^	Plan pays 100%	Plan pays 80% ^		

Note: Services provided as part of Hospice Care Program

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

Benefit	Initial Visit to Confirm Pregnancy		Global Maternity Fee (All Subsequent Prenatal Visits, Postnatal Visits and Physician's Delivery Charges)		Office Visits in Addition to Global Maternity Fee (Performed by OB/GYN or Specialist)		Delivery - Facility (Inpatient Hospital, Birthing Center)	
	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network
Maternity	\$20 PCP or \$20 Specialist copay	Plan pays 80% ^	Plan pays 100%	Plan pays 80% ^	\$20 PCP or \$20 Specialist copay	Plan pays 80% ^	\$200 per admission copay, then your plan pays 100%	Plan pays 80% ^

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

Benefit	Physician's Office		Inpatient Facility		Outpatient Facility		Inpatient Professional Services		Outpatient Professional Services	
	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network
Abortion (Elective and non-elective procedures)	Covered same as plan's Physician's Office Services	Covered same as plan's Physician's Office Services	\$200 per admit copay and plan deductible, then your plan pays 100%	Plan pays 80% ^	\$100 per facility visit copay after plan deductible, then your plan pays 100%	Plan pays 80% ^	Plan pays 100% ^	Plan pays 80% ^	Plan pays 100% ^	Plan pays 80% ^

Benefit	Physician's Office		Inpatient Facility		Outpatient Facility		Inpatient Professional Services		Outpatient Professional Services	
	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network
<b>Family Planning - Men's Services</b>	Covered same as plan's Physician's Office Services	Covered same as plan's Physician's Office Services	\$200 per admit copay and plan deductible, then your plan pays 100%	Plan pays 80% ^	\$100 per facility visit copay after plan deductible, then your plan pays 100%	Plan pays 80% ^	Plan pays 100% ^	Plan pays 80% ^	Plan pays 100% ^	Plan pays 80% ^
Includes surgical services, such as vasectomy										
<b>Family Planning - Women's Services</b>	Plan pays 100%	Covered same as plan's Physician's Office Services	Plan pays 100%	Plan pays 80% ^	Plan pays 100%	Plan pays 80% ^	Plan pays 100%	Plan pays 80% ^	Plan pays 100%	Plan pays 80% ^
Includes surgical services, such as tubal ligation Contraceptive devices as ordered or prescribed by a physician.										
<b>Infertility</b>	Covered same as plan's Physician's Office Services	Covered same as plan's Physician's Office Services	\$200 per admit copay and plan deductible, then your plan pays 100%	Plan pays 80% ^	\$100 per facility visit copay after plan deductible, then your plan pays 100%	Plan pays 80% ^	Plan pays 100% ^	Plan pays 80% ^	Plan pays 100% ^	Plan pays 80% ^
Infertility covered services: lab and radiology test, counseling, surgical treatment, includes artificial insemination, in-vitro fertilization, GIFT, ZIFT, etc. Unlimited lifetime maximum										
<b>TMJ, Surgical and Non-Surgical</b>	Covered same as plan's Physician's Office Services	Covered same as plan's Physician's Office Services	\$200 per admit copay and plan deductible, then your plan pays 100%	Plan pays 80% ^	\$100 per facility visit copay after plan deductible, then your plan pays 100%	Plan pays 80% ^	Plan pays 100% ^	Plan pays 80% ^	Plan pays 100% ^	Plan pays 80% ^
Services provided on a case-by-case basis. Always excludes appliances & orthodontic treatment. Subject to medical necessity. Unlimited maximum per lifetime										



Benefit	Physician's Office		Inpatient Facility		Outpatient Facility		Inpatient Professional Services		Outpatient Professional Services	
	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network
<b>Bariatric Surgery</b>	\$20 PCP or \$20 Specialist copay	Plan pays 80% ^	\$200 per admission copay, then plan pays 100%	Plan pays 80% ^	\$100 per facility visit copay, then plan pays 100%	Plan pays 80% ^	Plan pays 100%	Plan pays 80% ^	Plan pays 100%	Plan pays 80% ^

**Surgeon Charges Lifetime Maximum: Unlimited**

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

The following are excluded:

- medical and surgical services to alter appearances or physical changes that are the result of any surgery performed for the management of obesity or clinically severe (morbid) obesity.

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

Benefit	Inpatient Hospital Facility		Inpatient Professional Services	
	Lifesource Facility In-Network	Non-Lifesource Facility In-Network	Lifesource Facility In-Network	Non-Lifesource Facility In-Network
<b>Organ Transplants</b>	\$200 per admission copay	\$200 per admit copay and plan deductible, then your plan pays 100%	Plan pays 100%	Plan pays 80% ^

▫ Travel Maximum - Lifesource Facility: In-Network: \$15,000 maximum per Transplant

▫ Travel Lifetime Maximum - LifeSOURCE Facility: In-Network and Out-of-Network: \$15,000 maximum per Transplant

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

Benefit	Inpatient		Outpatient - Physician's Office		Outpatient - All Other Services	
	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network
<b>Mental Health</b>	\$200 per admission copay, then plan pays 100%	Plan pays 80% ^	\$20 copay	Plan pays 80% ^	Plan pays 100%	Plan pays 80% ^
<b>Substance Use Disorder</b>	\$200	Plan pays 80% ^	\$20 copay	Plan pays 80% ^	Plan pays 100%	Plan pays 80% ^

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

Notes: Detox is covered under medical

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

**Mental Health and Substance Use Disorder Services**

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

- Cigna Total Behavioral Health - Inpatient and Outpatient Management
- J Inpatient utilization review and case management
- 0 Outpatient utilization review and case management
- 0 Partial Hospitalization
- 0 Intensive outpatient programs
- 0 Changing Lives by Integrating Mind and Body Program
- 0 Lifestyle Management Programs: Stress Management, Tobacco Cessation and Weight Management.
- 0 Narcotic Therapy Management
- 0 Complex Psychiatric Case Management

**Additional Information**

**Lasik Surgery/Radial Keratotomy and Vision Therapy (Orthoptic Training) is covered.**

**Note:** Coverage for Lasik Surgery/Radial Keratotomy is limited to employees only.

**Case Management**

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

**Comprehensive Oncology Program**

- 0 Care Management outreach
- 0 Case Management

Included

**Maximum Reimbursable Charge**

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

## Additional Information

### Medicare Coordination

Cigna will pay as the Secondary Plan to Medicare Part A and B regardless if the person is actually enrolled in Medicare Part A and/or Part B as permitted by the Social Security Act of 1965 as follows:

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

Cigna will pay as the Secondary Plan to Medicare Part A and B regardless if the person seeks care at a Medicare Provider or not for Medicare covered services.

### Multiple Surgical Reduction

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

### Pre-Certification - Continued Stay Review - PHS Inpatient - required for all inpatient admissions

In Network: Coordinated by your physician

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

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

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

### Your Health First - 200

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

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

Holistic health support for the following chronic health conditions:

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

## Definitions

**Coinsurance** - After you've reached your OON deductible, you and your plan share some of your medical costs. The portion of covered expenses you are responsible for is called Coinsurance.

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

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

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

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

## Exclusions

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

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

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

## Exclusions

"Clinical Trials" section(s) of this plan.

- Cosmetic surgery and therapies. Cosmetic surgery or therapy is defined as surgery or therapy performed to improve or alter appearance.
- The following services are excluded from coverage regardless of clinical indications: Acupressure; Dance therapy. Movement therapy; Applied kinesiology; Rolifing; Prolotherapy; and Extracorporeal shock wave lithotripsy (ESWL) for musculoskeletal and orthopedic conditions.
- Dental treatment of the teeth, gums or structures directly supporting the teeth, including dental X-rays, examinations, repairs, orthodontics, casts, splints and services for dental malocclusion, for any condition. Charges made for services or supplies provided for or in connection with an accidental injury to sound natural teeth are covered provided a continuous course of dental treatment is started within six months of an accident. Sound natural teeth are defined as natural teeth that are free of active clinical decay, have at least 50% bony support and are functional in the arch. Unless otherwise specified in the summary. Unless otherwise covered in this plan, for reports, evaluations, physical examinations, or hospitalization not required for health reasons including, but not limited to, employment, insurance or government licenses, and court-ordered, forensic or custodial evaluations.
- Court-ordered treatment or hospitalization, unless such treatment is prescribed by a Physician and listed as covered in this plan.
- Medical and Hospital care and costs for the infant child of a Dependent, unless this infant child is otherwise eligible under this plan.
- Nonmedical counseling or ancillary services, including but not limited to Custodial Services, education, training, vocational rehabilitation, behavioral training, neurofeedback, hypnosis, sleep therapy, employment counseling, back school, return to work services, work hardening programs, driving safety, and services, training, educational therapy or other nonmedical ancillary services for learning disabilities, developmental delays or mental retardation.
- Therapy or treatment intended primarily to improve or maintain general physical condition or for the purpose of enhancing job, school, athletic or recreational performance, including but not limited to routine, long term, or maintenance care which is provided after the resolution of the acute medical problem and when significant therapeutic improvement is not expected.
- Consumable medical supplies other than ostomy supplies and urinary catheters. Excluded supplies include, but are not limited to bandages and other disposable medical supplies, skin preparations, except as specified in the "Home Health Services" or "Breast Reconstruction and Breast Prostheses" sections of this plan.
- Private Hospital rooms/private duty nursing, unless otherwise specified in the summary.
- Personal or comfort items such as personal care kits provided on admission to a Hospital, television, telephone, newborn infant photographs, complimentary meals, birth announcements, and other articles which are not for the specific treatment of an Injury or Sickness.
- Artificial aids including, but not limited to, garter belts, corsets and dentures.
- Aids or devices that assist with nonverbal communications, including but not limited to communication boards, prerecorded speech devices, laptop computers, desktop computers, Personal Digital Assistants (PDAs), Braille typewriters, visual alert systems for the deaf and memory books.
- Eyeglass lenses and frames and contact lenses (except for the first pair of contact lenses for treatment of keratoconus, post cataract surgery and for an accidental injury to eyes).
- All non-injectable prescription drugs, injectable prescription drugs that do not require Physician supervision and are typically considered self-administered drugs, nonprescription drugs, and investigational and experimental drugs, except as provided in this plan.
- Routine foot care, including the paring and removing of corns and calluses or trimming of nails. However, services associated with foot care for diabetes and peripheral vascular disease are covered when Medically Necessary.
- Membership costs or fees associated with health clubs, weight loss programs not facilitated by a physician and smoking cessation programs.
- Genetic screening or pre-implantations genetic screening. General population-based genetic screening is a testing method performed in the absence of any symptoms or any significant, proven risk factors for genetically linked inheritable disease.
- Dental implants for any condition.
- Blood administration for the purpose of general improvement in physical condition.
- Cosmetics, dietary supplements and health and beauty aids.
- All nutritional supplements and formula except for infant formula needed for the treatment of inborn errors of metabolism.

## Exclusions

- i For or in connection with an Injury or Sickness arising out of, or in the course of, any employment for wage or profit.
- ii Charges for the delivery of medical and health-related services via telecommunications technologies, including telephone and internet, unless provided as specifically described under the benefit section.

### These are only the highlights

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

*All Cigna products and services are provided exclusively by or through operating subsidiaries of Cigna Corporation, including Cigna Health and Life Insurance Company, Connecticut General Life Insurance Company, Cigna Behavioral Health, Inc., Tel-Drug, Inc., Tel-Drug of Pennsylvania, L.L.C. and HMO or service company subsidiaries of Cigna Health Corporation. "Cigna Home Delivery Pharmacy" refers to Tel-Drug, Inc. and Tel-Drug of Pennsylvania, L.L.C. The Cigna name, logo, and other Cigna marks are owned by Cigna Intellectual Property, Inc.*

EHB State: CT

# Your Personal Prescription Benefit Program

## Active Hartford Police Plan Option 15

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

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

	<b>CVS/caremark Retail Pharmacy Network</b> For short-term medications (Up to a 30-day supply)	<b>CVS Caremark Mail Service Pharmacy</b> For long-term medications (Up to a 90-day supply)
<b>Where</b>	The CVS/caremark Retail Network includes more than 68,000 participating pharmacies nationwide, including independent pharmacies, chain pharmacies, and 7,700 CVS/pharmacy locations. To locate a CVS/caremark participating retail network pharmacy in your area, simply click on "Find a Pharmacy" at <a href="http://www.caremark.com">www.caremark.com</a> or call a Customer Care representative toll-free at 1-877-461-0101.	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.
<b>Generic Medications</b> Ask your doctor or other prescriber if there is a generic available, as these generally cost less.	<b>\$5</b> for a generic prescription	<b>\$0</b> for a generic prescription
<b>Preferred Brand-Name Medications</b> If a generic is not available or appropriate, ask your doctor or healthcare provider to prescribe from your plan's preferred drug list.	<b>\$15</b> for a preferred brand-name prescription	<b>\$15</b> for a preferred brand-name prescription
<b>Non-Preferred Brand-Name Medications</b> You will pay the most for medications not on your plan's preferred drug list.	<b>\$25</b> for a non-preferred brand-name prescription	<b>\$25</b> for a non-preferred brand-name prescription
<b>Refill Limit</b>	None	None
<b>Maximum Out-of-Pocket</b>	\$3,300 individual / \$6,600 family	
<b>Web Services</b>	Register at <a href="http://www.caremark.com">www.caremark.com</a> to access tools that can help you save money and manage your prescription benefit. To register, have your Prescription Card ready.	
<b>Customer Care</b>	Visit <a href="http://www.caremark.com">www.caremark.com</a> or call toll-free at 1-877-461-0101.	
<b>Please Note: When a generic is available, but the pharmacy dispenses the brand-name medication for any reason other than doctor or other prescriber indicates "dispense as written," you will pay the difference between the brand-name medication and the generic plus the brand copayment.</b>		

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

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

NUBAAG

**CVS/caremark™**

## Frequently Asked Questions

### ABOUT THE CVS/CAREMARK RETAIL NETWORK

#### Can I receive additional Prescription Cards?

Yes, for additional Prescription Cards, please call a Customer Care representative toll-free at 1-877-461-0101.

#### May I fill my medication at a non-participating pharmacy?

There are more than 68,000 participating pharmacies in the CVS/caremark retail network. When you choose to go to a non-participating pharmacy, you will pay the full prescription price. If you use a non-participating pharmacy, you should submit a paper claim form along with the original prescription receipt(s) to CVS/caremark for reimbursement of covered expenses. You can download and print a claim form when you log in to [www.caremark.com](http://www.caremark.com).

#### How do I change my prescription from a non-participating retail pharmacy to a CVS/caremark participating retail pharmacy?

Go to a CVS/caremark participating retail pharmacy and tell the pharmacist where your prescription is currently on file. The pharmacist will contact the pharmacy and make the transfer for you. To find a CVS/caremark participating retail pharmacy, click on "Find a Pharmacy" at [www.caremark.com](http://www.caremark.com).

#### When should I use a retail pharmacy instead of the CVS Caremark Mail Service Pharmacy?

You should use the retail pharmacy for your immediate and short-term medication needs. Use mail service for your long-term maintenance medication needs.

### ABOUT THE CVS CAREMARK MAIL SERVICE PHARMACY

#### Why should I use the CVS Caremark Mail Service Pharmacy for my prescriptions?

The CVS Caremark Mail Service Pharmacy is a convenient and cost-effective way for you to order up to a 90-day supply of maintenance or long-term medication. You can have your long-term medication delivered to your home, office or a location of your choice with free standard shipping. By using mail service, you minimize trips to the pharmacy while saving money on your prescriptions.

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

Please allow 7-10 days for delivery from the time the order is placed.

#### How do I check the status of my order?

You can check your refill order status at [www.caremark.com](http://www.caremark.com) or by calling toll-free at 1-877-461-0101.

#### How should I ask my doctor or other prescriber to write my prescription in order to receive the maximum benefit from the CVS Caremark Mail Service Pharmacy?

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

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

Have the short-term supply filled immediately at a CVS/caremark participating retail pharmacy and send the 90-day supply prescription to the CVS Caremark Mail Service Pharmacy.

### ABOUT THE CVS/CAREMARK DRUG LIST

#### What is a drug list?

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

#### How do I change to a generic or preferred drug?

To save money, have your doctor or other prescriber choose a generic or preferred brand-name medication from the CVS/caremark Drug List, if appropriate. You may want to take the list with you when you visit your doctor or other prescriber.

{DataCenter Name} {Site Template} {Site Name/Version} {Version Number} {Site Content}



APPENDIX C-1 HDHP PLAN

SUMMARY OF



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

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

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

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

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

Employer Contribution

Plan Highlights

In-Network

Out-of-

Lifetime Maximum	Unlimited	Unlimited
Coinsurance	Your plan pays 90%	Your plan pays 70%
Maximum Reimbursable Charge	Not Applicable	250%
Contract Year Deductible	Individual: \$2,000 Family: \$4,000	In di

- The amount you pay for all covered expenses counts toward both your in-network and out-of-network deductibles.
  - Plan deductible always applies before any copay or coinsurance.
  - All eligible family members contribute towards the family plan deductible. Once the family deductible has been met, the plan will pay each eligible family member's covered expenses based on the coinsurance level specified by the plan.
  - This plan includes a combined Medical/Pharmacy deductible.
- Note:** Services where plan deductible applies are noted with a caret (^).

7/1/2018  
 ASO

Choice Fund Health Savings Account (HSA) Open Access Plus - Proclaim BE - Police HSA Plan - 7286458. Version# 11  
 KitTrak: CSMI7009

Plan	In-Network	Out-of-Network
<p><b>Contract Year Out-of-Pocket Maximum</b></p> <ul style="list-style-type: none"> <li>• The amount you pay for all covered expenses counts toward both your in-network and out-of-network out-of-pocket maximums.</li> <li>• Plan deductible contributes towards your out-of-pocket maximum.</li> <li>• All copays and benefit deductibles contribute towards your out-of-pocket maximum.</li> <li>• Mental Health and Substance Use Disorder covered expenses contribute towards your out-of-pocket maximum.</li> <li>• After each eligible family member meets his or her individual out-of-pocket maximum, the plan will pay 100% of their covered expenses. Or, after the family out-of-pocket maximum has been met, the plan will pay 100% of each eligible family member's covered expenses.</li> <li>• This plan includes a combined Medical/Pharmacy out-of-pocket maximum.</li> </ul>	<p>Individual: \$3,000 Individual – In a Family: \$3,000 Family: \$6,000</p>	<p>Individual: \$7,350 Individual – In a Family: \$7,350 Family: \$14,700</p>
<b>Benefit</b>		
<b>Physician Services</b>		
<p><b>Physician Office Visit – Primary Care Physician (PCP)/Specialist</b></p> <ul style="list-style-type: none"> <li>• All services including Lab &amp; X-ray</li> </ul>	<p>After the plan deductible is met, your plan pays 90%</p>	<p>After the plan deductible is met, your plan pays 70%</p>
<b>NOTE:</b> Obstetrician and Gynecologist (OB/GYN) visits are subject to either the PCP or Specialist cost share depending on how the provider contracts with Cigna (i.e. as PCP or as Specialist)		
<p><b>Surgery Performed in Physician's Office - PCP</b></p>	<p>After the plan deductible is met, your plan pays 90%</p>	<p>After the plan deductible is met, your plan pays 70%</p>
<p><b>Surgery Performed in Physician's Office – Specialist</b></p>	<p>After the plan deductible is met, your plan pays 90%</p>	<p>After the plan deductible is met, your plan pays 70%</p>
<p><b>Allergy Treatment/Injections Performed in Physician's Office PCP</b></p>	<p>After the plan deductible is met, your plan pays 90%</p>	<p>After the plan deductible is met, your plan pays 70%</p>
<p><b>Allergy Treatment/Injections Performed in Specialist Office</b></p>	<p>After the plan deductible is met, your plan pays 90%</p>	<p>After the plan deductible is met, your plan pays 70%</p>
<p><b>Allergy Serum - PCP</b></p>	<p>After the plan deductible is met, your plan pays 90%</p>	<p>After the plan deductible is met, your plan pays 70%</p>
<p><b>Allergy Serum - Specialist</b></p>	<p>After the plan deductible is met, your plan pays 90%</p>	<p>After the plan deductible is met, your plan pays 70%</p>
<ul style="list-style-type: none"> <li>• Dispensed by the physician in the office</li> </ul>		
<b>Cigna Telehealth Connection Services</b>		
<ul style="list-style-type: none"> <li>• Includes charges for the delivery of medical and health-related consultations via secure telecommunications technologies, telephones and internet only when delivered by contracted medical telehealth providers (see details on myCigna.com)</li> </ul>	<p>After the plan deductible is met, your plan pays 90%</p>	<p>Not Covered</p>

## Benefit

## In-Network

## Out-of-

**Preventive Care**

Preventive Care	Plan pays 100%	PCP: After the plan deductible is met, your plan pays 70% Specialist: After the plan deductible is met, your plan pays 70%
-----------------	----------------	---

- Includes coverage of additional services, such as urinalysis, EKG, and other laboratory tests, supplementing the standard Preventive Care benefit when billed as part of office visit.

Immunizations (includes travel immunizations)	Plan pays 100%	PCP: After the plan deductible is met, your plan pays 70% Specialist: After the plan deductible is met, your plan pays 70%
---	----------------	---

**Mammogram, PAP, and PSA Tests**

- Coverage includes the associated Preventive Outpatient Professional Services.
- Diagnostic-related services are covered at the same level of benefits as other x-ray and lab services, based on place of service.

**Inpatient**

Inpatient Hospital Facility	After the plan deductible is met, your plan pays 90%	After the plan deductible is met, your plan pays 70%
-----------------------------	--	--

**Semi-Private Room:** In-Network: Limited to the semi-private negotiated rate / Out-of-Network: Limited to semi-private rate

**Private Room:** In-Network: Limited to the semi-private negotiated rate / Out-of-Network: Limited to semi-private rate

**Special Care Units (Intensive Care Unit (ICU), Critical Care Unit (CCU)):** In-Network: Limited to the negotiated rate / Out-of-Network: Limited to ICU/CCU daily room rate

**Inpatient Hospital Physician's Visit/Consultation**

Inpatient Hospital Physician's Visit/Consultation	After the plan deductible is met, your plan pays 90%	After the plan deductible is met, your plan pays 70%
---	--	--

**Inpatient Professional Services**

- For services performed by Surgeons, Radiologists, Pathologists and Anesthesiologists

**Outpatient**

Outpatient Facility Services	After the plan deductible is met, your plan pays 90%	After the plan deductible is met, your plan pays 70%
------------------------------	--	--

**Outpatient Professional Services**

- For services performed by Surgeons, Radiologists, Pathologists and Anesthesiologists

Benefit	In-Network	Out-of-
<b>Short-Term Rehabilitation - Specialist</b> Contract Year Maximums: <ul style="list-style-type: none"> <li>Pulmonary Rehabilitation &amp; Cognitive Therapy - Unlimited</li> <li>Physical Therapy, Speech Therapy, Occupational Therapy and Chiropractic Care – 100 days combined on a contract year</li> <li>Limits are not applicable to mental health conditions for Physical, Speech and Occupational Therapies.</li> </ul>	After the plan deductible is met, your plan pays 90%	After the plan deductible is met, your plan pays 70%
<b>Note:</b> Therapy days, provided as part of an approved Home Health Care plan, accumulate to the applicable outpatient short term rehab therapy maximum.	After the plan deductible is met, your plan pays 90%	After the plan deductible is met, your plan pays 70%
<b>Cardiac Rehabilitation - PCP</b> <b>Chiropractic Care</b> <ul style="list-style-type: none"> <li>Physical Therapy, Speech Therapy, Occupational Therapy and Chiropractic Care – 100 days combined on a contract year</li> </ul>	After the plan deductible is met, your plan pays 90%	After the plan deductible is met, your plan pays 70%
<b>Note:</b> Therapy days, provided as part of an approved Home Health Care plan, accumulate to the applicable outpatient short term rehab therapy maximum.	After the plan deductible is met, your plan pays 90%	After the plan deductible is met, your plan pays 70%
<b>Cardiac Rehabilitation - Specialist</b> Contract Year Maximum: <ul style="list-style-type: none"> <li>Cardiac Rehabilitation – 36 days</li> </ul>	After the plan deductible is met, your plan pays 90%	After the plan deductible is met, your plan pays 70%
<b>Note:</b> Therapy days, provided as part of an approved Home Health Care plan, accumulate to the applicable outpatient short term rehab therapy maximum.	After the plan deductible is met, your plan pays 90%	After the plan deductible is met, your plan pays 70%
<b>Other Health Care Facilities/Services</b>		
<b>Home Health Care</b> (includes outpatient private duty nursing subject to medical necessity) <ul style="list-style-type: none"> <li>Unlimited days maximum per Contract Year</li> </ul>	After the plan deductible is met, your plan pays 90%	After the plan deductible is met, your plan pays 70%
<b>Home Health Aide - 80 days per Contract Year</b> <b>Outpatient Private Duty Nursing</b> <ul style="list-style-type: none"> <li>\$15,000 maximum per Contract Year</li> </ul>	After the plan deductible is met, your plan pays 90%	After the plan deductible is met, your plan pays 70%
<b>Skilled Nursing Facility, Rehabilitation Hospital, Sub-Acute Facility</b> <ul style="list-style-type: none"> <li>120 days maximum per Contract Year</li> </ul>	After the plan deductible is met, your plan pays 90%	After the plan deductible is met, your plan pays 70%
<b>Durable Medical Equipment</b> <ul style="list-style-type: none"> <li>Unlimited maximum per Contract Year</li> </ul>	Your plan pays 100%	After the plan deductible is met, your plan pays 70%
<b>Breast Feeding Equipment and Supplies</b> <ul style="list-style-type: none"> <li>Limited to the rental of one breast pump per birth as ordered or prescribed by a physician</li> <li>Includes related supplies</li> </ul>	Your plan pays 100%	After the plan deductible is met, your plan pays 70%

Benefit	In-Network	Out-of-
<b>External Prosthetic Appliances (EPA)</b>	After the plan deductible is met, your plan pays 90%	After the plan deductible is met, your plan pays 70%
<ul style="list-style-type: none"> <li>Unlimited maximum per Contract Year</li> </ul>	After the plan deductible is met, your plan pays 90%	After the plan deductible is met, your plan pays 70%
<b>Routine Hearing Exams</b>	After the plan deductible is met, your plan pays 90%	After the plan deductible is met, your plan pays 70%
<ul style="list-style-type: none"> <li>One exam every Contract Year</li> </ul>	After the plan deductible is met, your plan pays 90%	After the plan deductible is met, your plan pays 70%
<b>Hearing Aid</b>	After the plan deductible is met, your plan pays 90%	After the plan deductible is met, your plan pays 70%
<ul style="list-style-type: none"> <li>Unlimited coverage per Contract Year</li> </ul>	After the plan deductible is met, your plan pays 90%	After the plan deductible is met, your plan pays 70%
<b>Routine Vision Exams</b>	After the plan deductible is met, your plan pays 90%	After the plan deductible is met, your plan pays 70%
<ul style="list-style-type: none"> <li>One exam and refraction every Contract Year</li> </ul>	After the plan deductible is met, your plan pays 90%	After the plan deductible is met, your plan pays 70%
<b>Wigs</b>	After the plan deductible is met, your plan pays 90%	After the plan deductible is met, your plan pays 70%
<ul style="list-style-type: none"> <li>Covered for a Cancer diagnosis - 1 per contract year</li> </ul>	After the plan deductible is met, your plan pays 90%	After the plan deductible is met, your plan pays 70%
<b>Medical Specialty Drugs</b>		
<b>Inpatient</b>	After the plan deductible is met, your plan pays 90%	After the plan deductible is met, your plan pays 70%
<ul style="list-style-type: none"> <li>This benefit applies to the cost of the Infusion Therapy drugs administered in an Inpatient Facility. This benefit does not cover the related Facility or Professional charges.</li> </ul>	After the plan deductible is met, your plan pays 90%	After the plan deductible is met, your plan pays 70%
<b>Outpatient Facility Services</b>	After the plan deductible is met, your plan pays 90%	After the plan deductible is met, your plan pays 70%
<ul style="list-style-type: none"> <li>This benefit applies to the cost of the Infusion Therapy drugs administered in an Outpatient Facility. This benefit does not cover the related Facility or Professional charges.</li> </ul>	After the plan deductible is met, your plan pays 90%	After the plan deductible is met, your plan pays 70%
<b>Physician's Office</b>	After the plan deductible is met, your plan pays 90%	After the plan deductible is met, your plan pays 70%
<ul style="list-style-type: none"> <li>This benefit applies to the cost of targeted Infusion Therapy drugs administered in the Physician's Office. This benefit does not cover the related Office Visit or Professional charges.</li> </ul>	After the plan deductible is met, your plan pays 90%	After the plan deductible is met, your plan pays 70%
<b>Home</b>	After the plan deductible is met, your plan pays 90%	After the plan deductible is met, your plan pays 70%
<ul style="list-style-type: none"> <li>This benefit applies to the cost of targeted Infusion Therapy drugs administered in the patient's home. This benefit does not cover the related Professional charges.</li> </ul>	After the plan deductible is met, your plan pays 90%	After the plan deductible is met, your plan pays 70%

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

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

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

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

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

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

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

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

Note: Services provided as part of Hospice Care Program

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

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

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

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

Benefit	Physician's Office		Inpatient Facility		Outpatient Facility		Inpatient Professional Services		Outpatient Professional Services	
	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network
<b>Bariatric Surgery</b>	Plan pays 90% ^	Plan pays 70% ^	Plan pays 90% ^	Plan pays 70% ^	Plan pays 90% ^	Plan pays 70% ^	Plan pays 90% ^	Plan pays 70% ^	Plan pays 90% ^	Plan pays 70% ^
<b>Surgeon Charges Lifetime Maximum: Unlimited</b>										

Treatment of clinically severe obesity, as defined by the body mass index (BMI) is covered. The following are excluded:

- medical and surgical services to alter appearances or physical changes that are the result of any surgery performed for the management of obesity or clinically severe (morbid) obesity.

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

Benefit	Inpatient Hospital Facility		Inpatient Professional Services	
	Cigna LifeSOURCE Transplant Network ^ Facility In-Network	Non-Lifesource Facility In-Network	Cigna LifeSOURCE Transplant Network ^ Facility In-Network	Non-Lifesource Facility In-Network
<b>Organ Transplants</b>	Plan pays 100%	Plan pays 90% ^	Plan pays 100%	Plan pays 90% ^

• Travel Maximum - \$15,000 maximum per Transplant

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

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

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

Notes: Detox is covered under medical.

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



**Mental Health and Substance Use Disorder Services**

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

Cigna Total Behavioral Health - Inpatient and Outpatient Management

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

**Pharmacy**

Pharmacy benefits not provided by Cigna

**Additional**

**Case Management**

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

**Comprehensive Oncology Program**

- Care Management outreach
- Case Management

Included

**eVisits**

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

**Health Advisor - A**

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

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

Included

## Additional Information

### Maximum Reimbursable Charge

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

### Multiple Surgical Reduction

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

### Pre-Certification - Continued Stay Review - PHS Inpatient - required for all inpatient admissions In-Network: Coordinated by your physician

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

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

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

### Your Health First - 200

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

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

### Holistic health support for the following chronic health conditions:

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

## Definitions

**Coinsurance** - After you've reached your deductible, you and your plan share some of your medical costs. The portion of covered expenses you are responsible for is called Coinsurance.

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

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

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

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

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

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

## Exclusions

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

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

- Care for health conditions that are required by state or local law to be treated in a public facility.
- Care required by state or federal law to be supplied by a public school system or school district.
- Care for military service disabilities treatable through governmental services if you are legally entitled to such treatment and facilities are reasonably available.
- Treatment of an Injury or Sickness which is due to war, declared, or undeclared.
- Charges arising out of or relating to any violation of a healthcare-related state or federal law or which themselves are a violation of a healthcare-related state or federal law.
- Assistance in the activities of daily living, including but not limited to eating, bathing, dressing or other Custodial Services or self-care activities, homemaker services and services primarily for rest, domiciliary or convalescent care.
- For or in connection with experimental, investigational or unproven services.
- Experimental, investigational and unproven services are medical, surgical, diagnostic, psychiatric, substance use disorder or other health care technologies, supplies, treatments, procedures, drug or Biologic therapies or devices that are determined by the utilization review Physician to be:
  - o Not demonstrated, through existing peer-reviewed, evidence-based, scientific literature to be safe and effective for treating or diagnosing the condition or sickness for which its use is proposed; Not approved by the U.S. Food and Drug Administration (FDA) or other appropriate regulatory agency to be lawfully marketed for the proposed use; the subject of review or approval by an Institutional Review Board for the proposed use except as provided in the "Clinical Trials" section of this plan; or the subject of an ongoing phase I, II or III clinical trial, except for routine patient care costs related to qualified clinical trials as provided in the "Clinical Trials" section(s) of this plan. Subject to review or approval by an Institutional Review Board for the proposed use except as provided in the "Clinical Trials" section of this plan.
- In determining whether drug or Biologic therapies are experimental, investigational and unproven, the utilization review Physician may review, without limitation, U.S. Food and Drug Administration-approved labeling, the standard medical reference compendia and peer-reviewed, evidence-based scientific literature.
- Cosmetic surgery and therapies. Defined as surgery or therapy performed to improve or alter appearance.
- The following services are excluded from coverage regardless of clinical indications: Acupressure; Dance therapy, Movement therapy; Applied kinesiology; Rolting; Prolotherapy; and Extracorporeal shock wave lithotripsy (ESWL) for musculoskeletal and orthopedic conditions.
- Dental treatment of the teeth, gums or structures directly supporting the teeth, including dental X-rays, examinations, repairs, orthodontics, casts, splints and

## Exclusions

services for dental malocclusion, for any condition. Charges made for services or supplies provided for or in connection with an accidental injury to sound natural teeth are covered provided a continuous course of dental treatment is started within six months of an accident. Sound natural teeth are defined as natural teeth that are free of active clinical decay, have at least 50% bony support and are functional in the arch.

Unless otherwise covered in this plan, for reports, evaluations, physical examinations, or hospitalization not required for health reasons including, but not limited to, employment, insurance or government licenses, and court-ordered, forensic or custodial evaluations.

Court-ordered treatment or hospitalization, unless such treatment is prescribed by a Physician and listed as covered in this plan.

Medical and Hospital care and costs for the infant child of a Dependent, unless this infant child is otherwise eligible under this plan.

Non-medical counseling and/or ancillary services including, but not limited to, Custodial Services, educational services, vocational counseling, training and rehabilitation services, behavioral training, neurofeedback, hypnosis, sleep therapy, return to work services, work hardening programs and driver safety courses.

Therapy or treatment intended primarily to improve or maintain general physical condition or for the purpose of enhancing job, school, athletic or recreational performance, including but not limited to routine, long term, or maintenance care which is provided after the resolution of the acute medical problem and when significant therapeutic improvement is not expected.

Consumable medical supplies other than ostomy supplies and urinary catheters. Excluded supplies include, but are not limited to bandages and other disposable medical supplies, skin preparations, except as specified in the "Home Health Services" or "Breast Reconstruction and Breast Prostheses" sections of this plan. Private Hospital rooms and/or private duty nursing unless otherwise specified in the summary.

Personal or comfort items such as personal care kits provided on admission to a Hospital, television, telephone, newborn infant photographs, complimentary meals, birth announcements, and other articles which are not for the specific treatment of an Injury or Sickness.

- Artificial aids including, but not limited to, corrective orthopedic shoes, arch supports, garter belts, corsets, and dentures.
- Aids or devices that assist with non-verbal communications, including but not limited to communication boards, prerecorded speech devices, laptop computers, desktop computers, Personal Digital Assistants (PDAs), Braille typewriters, visual alert systems for the deaf and memory books.
- Eyeglass lenses and frames and contact lenses (except for the first pair of contact lenses for treatment of keratoconus or post cataract surgery and for an accidental injury to eyes) including Lasik surgery.
- Treatment by acupuncture.
- Routine foot care, including the paring and removing of corns and calluses or trimming of nails. However, services associated with foot care for diabetes and peripheral vascular disease are covered when Medically Necessary.
- Genetic screening or pre-implantations genetic screening. General population-based genetic screening is a testing method performed in the absence of any symptoms or any significant, proven risk factors for genetically linked inheritable disease.
- Dental implants for any condition.
- Fees associated with the collection or donation of blood or blood products, except for autologous donation in anticipation of scheduled services where in the utilization review Physician's opinion the likelihood of excess blood loss is such that transfusion is an expected adjunct to surgery.
- Blood administration for the purpose of general improvement in physical condition.
- Cosmetics, dietary supplements and health and beauty aids.
- All nutritional supplements and formulae except for infant formula needed for the treatment of inborn errors of metabolism.
- For or in connection with an Injury or Sickness arising out of, or in the course of, any employment for wage or profit.
- Charges for the delivery of medical and health-related services via telecommunications technologies, including telephone and internet, unless provided as specifically described under the benefit section.
- Massage Therapy
- Charges which you are not obligated to pay or for which you are not billed or for which you would not have been billed except that they were covered under

## Exclusions

this plan. For example, if Cigna determines that a provider is or has waived, reduced, or forgiven any portion of its charges and/or any portion of copayment, deductible, and/or coinsurance amount(s) you are required to pay for a Covered Service (as shown on the Schedule) without Cigna's express consent, then Cigna in its sole discretion shall have the right to deny the payment of benefits in connection with the Covered Service, or reduce the benefits in proportion to the amount of the copayment, deductible, and/or coinsurance amounts waived, forgiven or reduced, regardless of whether the provider represents that you remain responsible for any amounts that your plan does not cover. In the exercise of that discretion, Cigna shall have the right to require you to provide proof sufficient to Cigna that you have made your required cost share payment(s) prior to the payment of any benefits by Cigna. This exclusion includes, but is not limited to, charges of a Non-Participating Provider who has agreed to charge you or charged you at an in-network benefits level or some other benefits level not otherwise applicable to the services received.

- Membership costs or fees associated with health clubs, weight loss programs and smoking cessation programs.
- Orthotics, surgical stocking, compression socks, and support leotards.
- Vision Therapy/Orthoptic training.
- Over the Counter medications.
- Weight Control Drugs
- Oral Surgery to remove impacted teeth
- Periodontal and Osseous procedures
- Lasik Surgery and Radial Keratotomy
- For medical and surgical services intended primarily for the treatment or control of obesity. However, treatment of clinically severe obesity, as defined by the body mass index (BMI) classifications of the National Heart, Lung and Blood Institute guideline is covered if the services are demonstrated, through peer-reviewed medical literature and scientifically based guidelines, to be safe and effective for treatment of the condition.

### These are only the highlights

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

*All Cigna products and services are provided exclusively by or through operating subsidiaries of Cigna Corporation, including Cigna Health and Life Insurance Company, Connecticut General Life Insurance Company, Cigna Behavioral Health, Inc., Tel-Drug, Inc., Tel-Drug of Pennsylvania, L.L.C. and HMO or service company subsidiaries of Cigna Health Corporation. "Cigna Home Delivery Pharmacy" refers to Tel-Drug, Inc. and Tel-Drug of Pennsylvania, L.L.C. The Cigna name, logo, and other Cigna marks are owned by Cigna Intellectual Property, Inc.*

EHB State: CT

# Your Personal Prescription Benefit Program

## Option 39 - Police/Non-Union/1716 HSA Plan

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

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

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

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

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

**CVS/caremark™**

NUBAAG

# Frequently Asked Questions

## ABOUT THE CVS CAREMARK RETAIL NETWORK

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

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

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

### Where can I fill maintenance prescriptions?

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

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

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

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

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

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

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

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

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

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

## ABOUT THE CVS CAREMARK DRUG LIST

### What is a drug list?

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

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

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

3176.SMO.SMK\_50\_A0\_M00P24517

APPENDIX C-2 DENTAL BENEFITS

**Cigna Dental Benefit Summary**  
**City of Hartford – DPP01 Full ABCD \$1600 Ortho Plan**  
**Plan Renewal Date: 07/01/2017**



Administered by: Cigna Health and Life Insurance Company

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

<b>Cigna Dental PPO</b>				
<b>Network Options</b>	<b>In-Network: Total Cigna DPP0 Network</b>		<b>Non-Network: See Non-Network Reimbursement</b>	
<b>Reimbursement Levels</b>	Based on Contracted Fees		Maximum Reimbursable Charge	
<b>Calendar Year Benefits Maximum</b> Applies to: Class I, II & III expenses	Unlimited Maximum <i>except</i> for Periodontal Care. Periodontal Care has a \$500 Calendar Year Maximum		Unlimited Maximum <i>except</i> for Periodontal Care. Periodontal Care has a \$500 Calendar Year Maximum	
<b>Annual Deductible</b>				
Individual	\$0		\$0	
Family	\$0		\$0	
<b>Benefit Highlights</b>	<b>Plan Pays</b>	<b>You Pay</b>	<b>Plan Pays</b>	<b>You Pay</b>
<b>Class I: Diagnostic &amp; Preventive</b>	100%	No Charge	100%	No Charge
Oral Exams Cleanings X-rays: routine X-rays: non-routine Fluoride Application Sealants: per tooth Emergency Care to Relieve Pain	No Deductible		No Deductible	
<b>Class II: Basic Restorative</b>	100%	No Charge	100%	No Charge
Restorative: fillings (Amalgam & Composite) Endodontics: minor and major Oral Surgery: minor Repairs: Bridges, Crowns and Inlays Repairs: Dentures Denture Relines, Rebases and Adjustments Stainless Steel/Resin Crowns	No Deductible		No Deductible	
<b>Class III: Major Restorative</b>	50%	50%	50%	50%
Space Maintainers: non-orthodontic Oral Surgery: major Inlays and Onlays Prosthesis Over Implant Crowns, Bridges and Dentures	No Deductible	No Deductible	No Deductible	No Deductible
<b>Class IV: Orthodontia</b>	60%	40%	60%	40%
Coverage for Dependent Children to age 19  Lifetime Benefits Maximum: \$1,600	No Deductible	No Deductible	No Deductible	No Deductible
<b>Class VI: Periodontics</b>	50%	50%	50%	50%
Periodontics: minor and major  Calendar Year Benefits Maximum: \$500	No Deductible	No Deductible	No Deductible	No Deductible
<b>Benefit Plan Provisions:</b>				
<b>In-Network Reimbursement</b>	For services provided by a Cigna Dental PPO network dentist, Cigna Dental will reimburse the dentist according to a Fee Schedule or Discount Schedule.			
<b>Non-Network Reimbursement</b>	For services provided by a non-network dentist, Cigna Dental will reimburse according to the Maximum Reimbursable Charge. The MRC is calculated at the 85th percentile of all provider charges in the geographic area. The dentist may balance bill up to their usual fees.			
<b>Cross Accumulation</b>	All deductibles, plan maximums, and service specific maximums cross accumulate between in and out of network. Benefit frequency limitations are based on the date of service and cross accumulate between in and out of network.			



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

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

Cigna Dental PPO plans are insured and/or administered by Cigna Health and Life Insurance Company (CHLIC) or Connecticut General Life Insurance Company (CGLIC), with network management services provided by Cigna Dental Health, Inc. and certain of its subsidiaries. In Texas, the insured dental plan is known as Cigna Dental Choice, and this plan uses the national Cigna DPPO network.

All Cigna products and services are provided exclusively by or through operating subsidiaries of Cigna Corporation "Cigna Home Delivery Pharmacy" refers to Tel-Drug, Inc. and Tel-Drug of Pennsylvania, L.L.C. Policy forms (for insured dental plans) in OK: HP-POL99 (CHLIC), GM6000 ELI288 et al (CGLIC); OR: HP-POL68; TN: HP-POL69/HC-CER2V1 et al (CHLIC). The Cigna name, logo, and other Cigna marks are owned by Cigna Intellectual Property, Inc.

BSD67943

© 2017 Cigna

**APPENDIX C-3  
HEALTHY HARTFORD PROGRAM**

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

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

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

**Schedule 2 - Healthy Hartford Prevention Program**

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

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

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

**APPENDIX D**  
**LAYOFF**

For the purpose of this Appendix, Seniority shall mean total length of service in the Police Department as defined in Section 3.8.

- A. When a layoff is necessary within a particular classification, the member with the least seniority in the job classification shall be the first laid off, except as provided below. Such member may exercise his or her seniority in the next lower classification until the classification of Police Officer is reached. Thereafter, the first person laid off shall be the individual with the least department-wide seniority; provided, however: (1) When any classification in the bargaining unit is affected by a proposed lay off, the City shall have the right to exempt a number not to exceed ten percent (10%) of the employees in each classification, rounded to the nearest whole number; (2) for purposes of layoff, Police Officers assigned to detective, juvenile, traffic accident or ID work, or assigned in any other plainclothes capacity shall be grouped with uniformed Police Officers; and (3) no employee shall have a right to exercise seniority in any classification in which he or she has not previously been employed.
  
- B. An employee laid off from a particular classification shall have the right of recall within that classification by seniority for three (3) years following layoff provided the employee is able to perform the duties of the job. A recalled officer must meet the minimum POSTC certification requirements to serve as a certified officer. Employees on the recall list shall have precedence over other employees or applicants on promotional lists or open competitive lists. The City will give two (2) weeks' notice to the employee at his or her last known address regarding the vacancy in said classification by certified mail, return receipt requested. The employee so notified must inform the Chiefs Office of his or her desire to return to that classification within one (1) week of his or her receipt of notification.

**APPENDIX E  
 OUTLINE OF PENSION PROVISIONS FOR POLICE OFFICERS  
 CITY OF HARTFORD  
 UNDER MUNICIPAL EMPLOYEES' RETIREMENT FUND**

- A. **MEMBERSHIP.** All Police Officers who entered the employ of the City after April 30, 1947 are enrolled as members of the Municipal Employees' Retirement Fund (The MERF Plan).
- B. **MEMBER CONTRIBUTIONS.** Contributions equal to eight percent (8%) of total earnings are deducted from each paycheck and are credited to the member's account in the MERF fund for Police Officers hired before July 1, 1999. Effective December 11, 2017, the contributions will increase to eleven percent (11%).

Contributions equal to six and one-half percent (6.5%) of total earnings are deducted from each paycheck and are credited to the member's account in the MERF fund for Police Officers hired on or after July 1, 1999 but before July 1, 2012. Effective December 11, 2017, the contributions will increase to nine and one-half percent (9.5%).

The City will maintain a Section 414 (h) as outlined by the IRS Plan for pension contributions.

**NOTE:**

Employees in job classifications requiring a contribution rate of less than seven percent (7%) as of July 1, 1985 are not covered by the provisions described in the Appendix.

- C. **CITY'S CONTRIBUTIONS.** The City pays the balance of the annual costs needed to maintain the fund on a sound basis, as determined by periodic actuarial studies.
- D. **BENEFITS PAYABLE TO POLICE OFFICERS.**

**Benefits payable to Police Officers hired before July 1, 1999:**

1. Employees commencing retirement on or after July 1, 1994 will receive a pension based on two and sixty-five one hundredths percent (2.65%) of final average pay for each whole year of service for the first twenty (20) years of continuous service, and the following table for each whole year of continuous service thereafter to a maximum of seventy percent (70%) of final average pay. The foregoing shall be subject to the provisions of Sections E and N herein. The maximum of the seventy percent (70%) of final average pay shall be subject to the provisions of Section 3.6, Section 8.

Year	Percentage
21	56%
22	58%
23	60%
24	62%
25	64%
26	65%
27	66%
28	67%
29	68%
30	69%
31	70%

2. Normal retirement is after twenty (20) years of continuous service.
3. Final average pay shall mean the average annual rate of pay for the highest three (3) years of the employee's earnings during the last five (5) years of service immediately preceding retirement.

4. Final average pay shall include total earnings including overtime, private duty work and longevity pay.
5. Social security benefits and/or payments are not included in this plan.

**Benefits payable to Police Officers hired after July 1, 1999, but prior to July 1, 2012 ("Post July 1, 1999 Police Officers"):**

1. The employee contribution rate to the pension fund will be six and one-half percent (6.5%) of total earnings. Effective December 11, 2017, the employee contribution rate to the pension fund will be nine and one-half percent (9.5%) of total earnings.
2. Service retirements will be based upon two and one-half percent (2.5%) of final average pay for each whole year of service for the first twenty (20) years and two percent (2%) of final average pay for each whole year of service thereafter, to a maximum of seventy percent (70%) of final average earnings as defined in Paragraph 4.
3. Normal retirement age shall be twenty-five (25) years of service. Employees shall be vested after ten (10) years of continuous service. An employee who vests his or her pension and leaves the service of the City and leaves his or her contributions in the fund, will be entitled to file an application for retirement benefits and thereafter collect pension benefits commencing on the date he or she would have reached his or her normal retirement date.
4. Final average pay will be computed on the basis of the employee's highest three (3) of the last five (5) years of regular earnings, exclusive of overtime and private duty pay, added to a figure for overtime and private duty which is based on the employee's total overtime and private duty hours averaged over the employee's last twenty-five (25) years of service or actual years of service, whichever is less.
5. Social Security benefits shall not be included in this plan.
6. Military Service Credit. Any bargaining unit member who served in the active service of any branch of the armed forces of the United States during any part of the times set forth in Section 27-103 of the General Statutes may purchase credit for up to four (4) years of that military service. Such credit shall be purchased at the rate payable at the time of the member's entry into city service, with interest at the rate of seven percent (7%) per annum. The period of such service for which the member receives credit shall be counted for the purpose of computing the amount of his or her retirement allowance, provided such member shall have completed ten (10) years of continuous service or fifteen (15) years of active aggregate service with the City of Hartford, or shall be retired prior thereto due to disability incurred in the course of his or her employment. This provision shall not be used to establish eligibility for retirement allowances but shall be used as additional service credits for members who are qualified or become qualified for normal or disability retirement allowances. Each additional year of credited service purchased pursuant to this subsection shall be equal to two and one-half percent (2.5%) of final average pay. Employees hired on or after July 1, 1999 shall not be permitted by the terms of this subsection to exceed the seventy percent (70%) maximum of their final average pay.
7. Under the 2010-2016 Agreement, Post July 1, 1999 employees had the option to elect to transfer to the pension benefits provided to Post July 1, 2012 employees as outlined below, provided that they shall have no minimum age requirement for normal retirement eligibility (refer to Paragraph 3 above), their contribution rate increases to eight percent (8%) effective the first pay period in July 2012, and their previous pension benefits as provided above shall not be transferable to the newly elected pension plan. This election is irrevocable. Effective December 11, 2017, the contribution rate for these employees will increase to eleven percent (11%).

**Benefits payable to Police Officers hired on or after July 1, 2012 but before December 11, 2017 and Post July 1, 1999 Police Officers who elected to opt into the Post July 1, 2012 pension benefits:**

1. Members' contribution rate to the pension fund will be nine and one half percent (9.5%) of total earnings exclusive of private duty earnings. Effective December 11, 2017, the employee contribution rate will be twelve and one-half percent (12.5%) of total earnings, exclusive of private duty earnings.
2. Service retirements will be based upon two and eight tenths percent (2.8%) of the officer's final average pay for each whole year of service for the first twenty (25) years and two and one half percent (2.5%) for each whole year of service thereafter, to a maximum of eighty percent (80%) of final average pay as defined in paragraph (4) below.
3. Normal retirement shall be twenty-five (25) years of service and a minimum age of fifty-five (55). Employees shall be vested after ten (10) years of continuous service. An employee who vests his or her pension and leaves the service of the City and leaves his or her contributions in the fund, will be entitled to file an application for retirement benefits and thereafter collect pension benefits commencing on the date he or she would have reached his or her normal retirement date.
4. Final average pay will be computed on the basis of the employee's rate of pay immediately preceding retirement (rate of pay will be computed as the hourly rate multiplied by 40 hours then multiplied by 52 weeks), added to a figure for overtime which is based on the employee's total overtime hours averaged over the employee's highest three (3) of the last five (5) years. Private duty hours worked shall not be included in this calculation. In the event an employee experiences a reduction in rank, the rate of pay is based upon the final rate of pay at the employee's highest growth step of the highest rank held by the employee within two (2) years immediately preceding the start of the employee's retirement.
5. Social Security benefits shall not be included in this plan.
6. Military Service Credit. Any bargaining unit member who served in the active service of any branch of the Armed Forces of the United States during any part of the times set forth in Section 27-103 of the General Statutes may purchase credit for up to four (4) years of that military service. Such credit shall be purchased at the rate payable at the time of the member's entry into city service, with interest at the rate of seven percent (7%) per annum. The period of such service for which the member receives credit shall be counted for the purpose of computing the amount of his or her retirement allowance, provided such member shall have completed ten (10) years of continuous service or fifteen (15) years of active aggregate service with the City of Hartford, or shall be retired prior thereto due to disability incurred in the course of his or her employment. This provision shall not be used to establish eligibility for retirement allowances but shall be used as additional service credits for members who are qualified or become qualified for normal or disability retirement allowances. Each additional year of credited service purchased pursuant to this subsection shall be equal to two and one-half percent (2.5%) of final average pay. Employees hired on or after July 1, 2012 shall not be permitted by the terms of this subsection to exceed the eighty percent (80%) maximum of their final average pay.

**Benefits payable to Police Officers hired on or after December 11, 2017:**

1. The employee contribution rate to the pension fund will be eleven percent (11%) of total earnings exclusive of private duty.
2. Service retirements will be based upon two percent (2.0%) of final average pay for each whole year of service to a maximum of seventy percent (70%) of the employee's base salary at retirement. The employee's base salary for purposes of this provision is his or her rate of pay at his or her applicable step, including the educational incentive pay and the ten (10) hour schedule shift differential but excluding any additional five percent (5%) in lieu of overtime pay, as set forth in the Salary Schedules contained in Appendix B-2 and shall not include overtime and private duty earnings. The employee's base salary does not mean the "Base Step" of the classification.

3. Normal retirement age shall be twenty-five (25) years of service and a minimum age of fifty-five (55). Employees shall be vested after ten (10) years of continuous service. An employee who vests his or her pension and leaves the service of the City and leaves his or her contributions in the fund will be entitled to file an application for retirement benefits and thereafter collect pension benefits commencing on the date he or she would have reached his or her normal retirement date.
4. Final average pay will be computed on the basis of the employee's rate of pay immediately preceding retirement (rate of pay will be computed as the hourly rate multiplied by 40 hours then multiplied by 52 weeks) added to a figure for overtime which is based on the employee's total overtime hours averaged over the employee's highest three (3) of the last five (5) years. Private duty hours worked shall not be included in this calculation.
5. In the event an employee experiences a reduction in rank, the rate of pay is based upon the final rate of pay at the employee's highest growth step of the highest rank held by the employee within two (2) years immediately preceding the start of the employee's retirement.
6. Social Security benefits shall not be included in this plan.
7. Military Service Credit any bargaining unit member who served in the active service of any branch of the armed forces of the United States during any part of the times set forth in Section 27-103 of the General Statutes may purchase credit for up to four (4) years of that military service. Such credit shall be purchased at the rate payable at the time of the member's entry into city service, with interest at the rate of seven percent (7%) per annum.

The period of such service for which the member receives credit shall be counted for the purpose of computing the amount of his or her retirement allowance, provided such member shall have completed ten (10) years of continuous service or fifteen (15) years of active aggregate service with the City of Hartford, or shall be retired prior thereto due to disability incurred in the course of his or her employment. This provision shall not be used to establish eligibility for retirement allowances but shall be used as additional service credits for members who are qualified or become qualified for normal or disability retirement allowances. Each additional year of credited service purchased pursuant to this subsection shall be equal to two and one-half percent (2.5%) of final average pay. Employees hired on or after July 1, 2012 shall not be permitted by the terms of this subsection to exceed the eighty percent (80%) maximum of their final average pay.

**E. PENSIONS PAYABLE TO DISABLED MEMBERS.** Subject to the approval of the Pension Commission, retirement allowances are payable to any member who becomes permanently disabled in accordance with the following provisions:

1. For Permanent and total disability arising out of and in the course of employment as defined in the Worker's Compensation Act, irrespective of the length of service. When a member becomes so incapacitated from engaging in any gainful employment his or her pension is determined as one hundred percent (100%) of his or her annual pay at the time of his or her disability less any weekly benefits received under the Workers' Compensation Act.
2. For service-connected permanent partial disability, arising as defined in Paragraph A above, which reduces by ten percent (10%) or more the income which the member can derive from gainful employment, irrespective of the length of service.

The member's pension, which is called a special disability allowance, is determined as fifty percent (50%) of his or her annual pay at the time of disability provided he or she has completed fifteen (15) or more years of continuous service. On and after the employee's twentieth (20th) year of continuous service, the employee will receive a special disability allowance in accordance with the normal retirement benefits as set forth in Section D and/or E.

If the member has less than fifteen (15) years of service and suffers an injury prior to July 1, 1986 which results in disability, his or her initial special disability allowance amounting to fifty percent (50%) of his or her annual pay at the time of disability is subject to reduction for a portion of his or her subsequent earnings from other employment as follows: The amount of such a reduction is limited to fifty percent (50%) of the excess, if any, of the member's earnings from gainful employment, including any weekly payments received as workers' compensation, over seventy-five percent (75%) of the current rate of pay for a member of the same or corresponding grade. In any case the amount payable for partial disability is not to exceed the pension which would be payable for total disability.

If the member has less than fifteen (15) years of service and suffers an injury on or after July 1, 1986 which results in disability, his or her initial special disability allowance amounting to fifty percent (50%) of his or her annual pay at the time of disability shall be reduced by any income from gainful employment which, together with the special disability allowance, exceeds one hundred percent (100%) of the current rate of pay for an employee of the same or corresponding job classification held by the employee at the time of his or her retirement.

3. For non-service connected Permanent and total disability arising after completion of at least five (5) years of continuous service. When a member becomes so incapacitated from engaging in any gainful employment his or her pension is equal to two and sixty-five one hundredths percent (2.65%) of his or her final average pay multiplied by the number of whole years of service, and, or as calculated on the same basis as described in Sections D and/or E above for normal retirement allowances in the event the employee has reached his or her twentieth (20th) year of continuous service, except that a minimum pension equal to twenty-five percent (25%) of his or her final average pay is provided.
4. For non-service-connected permanent partial disability which reduces by ten percent (10%) or more the income which the member can derive from gainful employment, and which arises after completion of at least ten (10) years of continuous service. The member's pension, which is called a special disability allowance, is equal to a specified percentage of his or her average pay, namely, two and sixty-five one hundredths percent (2.65%) multiplied by his or her whole years of service, but not less than twenty-five percent (25%) of his or her final average pay. In the event that the employee has reached his or her twentieth (20th) year of continuous service, non-service-connected permanent partial disability benefits shall be as set forth in Section D.

If the member has less than fifteen (15) years of service, his or her special disability allowance is determined each year by reducing his or her initial pension by the same specified percentage of the excess, if any, of the member's earnings from gainful employment over the amount of income which a Social Security beneficiary is entitled to earn without causing a reduction in his or her Social Security benefits.

**F. VESTED RIGHTS.** Employees who have completed ten (10) whole years of service are vested.

1. Vested employees retiring effective on or after July 1, 1988 shall receive two and sixty-five one hundredths percent (2.65%) for each whole year of service up to including their twentieth (20th) year of continuous service collectable upon the date he or she would normally have completed twenty (20) years of service, and shall receive the benefits equal to normal retirement benefits as set forth above each year thereafter up to a maximum of seventy percent (70%) of final average pay, payable commencing on the date of retirement.

**G. REFUND OF MEMBER'S CONTRIBUTIONS UPON TERMINATION OF EMPLOYMENT (OTHER THAN BY DEATH).** Upon termination of employment a member may request the refund without interest of his or her total contributions to the MERE fund. This request must be made at the time he or she leaves the service of the City, or within ten (10) years thereafter, and the refund payment will be made in full settlement of the member's rights if any, to vested pension or other benefits provided by the MERF plan.

**H. DEATH BENEFITS PAYABLE TO SURVIVING SPOUSE AND CHILDREN.** The pension benefits described below are payable to the member's widow (or widower) provided she or he was living with him or her at the time of his or her death, and provided she or he was married to him or her at the time of his or her



retirement if death occurs after retirement, and to his or her qualified dependent children who are unmarried and under age eighteen (18), or over age eighteen (18) if incapacitated from engaging in gainful employment.

1. Where the cause of death does not arise out of and in the course of the member's employment as defined in the Workers' Compensation Act, the plan provides the spouse with an annual pension equal to twenty-five percent (25%) of the member's earnings during his or her last twelve (12) months of employment at full salary, payable monthly until death or remarriage. In addition, the plan provides a monthly pension of One Hundred Dollars (\$100.00) for the first qualified surviving child, plus Fifty Dollars (\$50.00) monthly for each additional qualified child, payable to the spouse if the children are in her care, or otherwise to their guardian. The total annual pension payments for the surviving spouse and children are not to exceed one hundred percent (100%) of the member's annual pay at the time of his or her death or retirement.
2. Where death occurs from a cause arising out of and in the course of his or her employment as defined in the Workers' Compensation Act. For such deaths before retirement, the plan provides the spouse with a pension equal to fifty percent (50%) of the member's annual pay at the time of death, payable monthly until her death or remarriage. In addition, the plan provides for each qualified surviving child who is unmarried and under age eighteen (18), or over age eighteen (18) if incapacitated from engaging in gainful employment, a pension equal to ten percent (10%) of such annual pay (increased to fifteen percent [15%] if there is no surviving spouse), but the total pensions for the spouse and children are limited to a maximum of seventy-five percent (75%) of the member's average annual pay for his or her final five (5) years of service. Such pension benefits for the surviving spouse and children are subject to reduction during their compensable period so that the total annual amount including weekly Workers' Compensation payments shall not exceed one hundred percent (100%) of the member's annual pay at the time of death. If death occurs after the member retires with a service-connected disability pension, similar pension benefits are payable to his or her survivors so long as they qualify for weekly Workers' Compensation benefits, the amounts of such pensions being based on the member's annual pay at the time of his or her retirement.

**I. REFUND OF CONTRIBUTIONS PAYABLE TO THE NAMED BENEFICIARY OF A DECEASED MEMBER.** This benefit, which is payable only if there is no spouse or child who qualifies for a survivor's pension, is equal to the member's total contributions without interest, less any pension payments made to him or her prior to his or her death. Also, upon termination of pension payments to the last qualified survivor (as described in Section I above), a refund is made of any excess of the member's contributions over the total pension payments made to the member and to his or her survivors. A member can designate his or her beneficiary for this benefit by completing a form, which he or she may obtain and file in the City Treasurer's Office.

**J. CONTINUOUS SERVICE.** In determining the member's qualification for pension benefits, periods of absence of not more than ninety (90) days in one (1) year are disregarded. Further, any absence of more than ninety (90) days is not considered to break the continuity of service if caused by disability involving the regular attendance of a physician, or if authorized as a leave of absence by the Court of Common Council. However, such periods of absence are not included in determining the amount of the member's pension. After any other period of absence, a returning member may obtain credit for his or her previous service provided he or she repays any contributions previously withdrawn plus interest, but his or her eligibility for a retirement pension will require the completion often (10) years of continuous service following the date of his or her re-employment. There is no limit within which an employee must exercise the aforementioned right.

**K. ASSIGNMENTS PROHIBITED.** All pensions and benefits of the MERF plan are for the support of the member and his other qualified survivors. They are not subject to assignment and are exempt from the claim of creditors to the maximum extent permitted by law.

**L. PENSION BENEFITS FOR PUBLIC SAFETY DETENTION OFFICERS (PREVIOUSLY POLICE MATRONS) AND ASSISTANT ANIMAL CONTROL OFFICERS.**

Public Safety Detention Officers (previously police matrons) and Assistant Animal Control Officers hired before December 11, 2017 will receive pension benefits equivalent to non-bargaining unit civilian employees of the Hartford Police Department, except that a final average pay shall mean the average annual rate of pay for

the highest three (3) years of the employee's earnings during the last five (5) years of service immediately preceding retirement. Final average pay shall include total annual earnings, including overtime, private duty work and longevity pay.

Public Safety Detention Officers (previously police matrons) and Assistant Animal Control Officers hired on or after December 11, 2017. Public Safety Detention Officers (previously police matrons) and Assistant Animal Control Officers hired on or after December 11, 2017 will receive benefits equivalent to non-bargaining unit civilian employees of the Hartford Police Department hired on or after January 1, 2011, except for the following negotiated pension changes:

- (a) The employee contribution rate to the pension fund will be eleven percent (11%) of total earnings.
- (b) Service retirements will be based upon one and one-half percent (1.5%) of final average pay for each whole year of service to a maximum of seventy percent (70%).
- (c) Normal retirement eligibility shall be twenty-five (25) years of service and a minimum age of sixty-two (62). Employees shall be vested after ten (10) years of continuous service. An employee who vests his or her pension and leaves the service of the City and leaves his or her contributions in the fund, will be entitled to file an application for retirement benefits and thereafter collect pension benefits commencing on the date he or she would have reached his or her normal retirement date.
- (d) Final average pay will be computed based on the employee's highest three (3) of their last five (5) years of base salary. The employee's base salary for purposes of this provision is his or her rate of pay at his or her applicable step, including the educational incentive pay, as set forth in Appendix B-2 and shall not include overtime and private duty earnings, if applicable. The employee's base salary does not mean the "Base Step" of the classification.
- (e) Early retirement eligibility will be age fifty-five (55) with at least fifteen (15) years of continuous service. The early retirement allowance shall be based on the normal retirement formula but reduced by six percent (6%) for each whole year the employee retires short of age sixty-two (62).

**M. MILITARY BUYBACK.** Effective July 1, 1987, an employee may purchase up to four (4) years of Military Service time for service in the Armed Forces of the United States for periods of service, any of which occurred during the periods set forth in Section 27-103 of the General Statutes of the State of Connecticut, at the rate payable at the time of entry into City service, with interest at the rate of seven percent (7%) per annum. The period of such service for which the employee receives credit shall be counted for the purpose of computing the amount of his or her retirement allowance provided such employee shall have completed ten (10) years of continuous service or fifteen (15) years of active aggregate service with the City of Hartford or shall be retired prior thereto, due to disability incurred in the course of his or her employment.

**N. PENSION LOCKOUT NOTICE.** There shall be a lockout on pension negotiation, and the pension benefits as provided in this Agreement, whether contained in Section 3.6, any appendices or Letters of Understanding or stated by reference to the City through contract negotiations, fact-finding, mediation, arbitration or otherwise pursuant to Connecticut General Statutes 7-467 to 7-477 until July 1, 2015, with the exception of the sick leave exchange provided for in Paragraph 8 of Section 3.6.

Pension benefits, improvements, or changes achieved and/or awarded through or by the Pension Commission or the Court of Common Council to the members of the Municipal Employees' Retirement Fund that would enhance these benefits are not affected by this provision and would not preclude the receiving of these benefits by employees except that the Pension Commission and/or the Court of Common Council cannot remove, alter or change in any way the lockout on pension negotiations stated herein or the pension provisions of this Agreement.

#### NOTICE

The above summary of pension benefits is not intended to include all rights or responsibilities of employees in regard to pension benefits. For further elaboration or descriptions of benefits and responsibilities, please consult the City Charter or MERE booklet in regards to pension for police officers and firefighters.

Also, please note that this Appendix does not describe the benefits of Assistant Animal Control Officers or Public Safety Detention Officers (previously Police Matrons) who are covered under the MERF Pension Plan with Social Security benefits, except as indicated in Section L, herein.

**APPENDIX F**  
**PROMOTIONAL TEST SCHEDULE**

It shall be the intent of the City to conduct promotional tests for Sergeant, Lieutenant and Captain in such a time frame that the maximum time between the exhaustion or expiration, including any extension granted by the Personnel Board, of one (1) list and the creation of a new list for the same class will not exceed one (1) year. This provision will not apply in the event a civil action is brought against the City for any such test.

**APPENDIX G  
BENEFIT OF SURVIVORS OF OFFICER(S)  
KILLED IN THE LINE OF DUTY**

Effective July 1, 1999, survivors and eligible dependents of employees who are killed in the line of duty, or employees who die while on-duty and while actively engaged on the street in a field operation, or employees who die while on-duty as a result of a physical altercation, shall receive the gross weekly salary of the aforementioned employee (including any increases to the employee's classification through the collective bargaining process) as though the deceased employee were still a current employee of the City.

In the event the surviving spouse and/or dependent child/children, as the case may be, apply for and receive weekly benefits under Connecticut General Statute 31-306, said benefits shall be set off against the gross weekly salary as set forth above; provided that any Federal and/or state income tax withholding will be applied only to the difference between the gross weekly salary and the weekly benefit under Connecticut General Statute 31-306.

This benefit shall be provided for the life of the surviving spouse, until such time as the spouse dies or remarries. In the case of a dependent child/children being the sole survivor(s), this benefit shall be provided until they reach age nineteen (19) or if a bona-fide student until age twenty-four (24).

The receipt of this benefit (i.e. gross weekly salary) does not create an employment contract or employment relationship between the recipient/recipients and the City of Hartford.

**APPENDIX H**  
**PERFORMANCE APPRAISALS**

The Department will implement a Performance Appraisal System. Performance Appraisals shall be deemed as part of an employees' personnel file in accordance with Chapter 563a [Personnel Files] of the Connecticut General Statutes and maintained in each employee's personnel file.

It is agreed that the system is intended to provide an opportunity to promote subordinate / supervisor interaction, recognize outstanding performance, identify performance deficiencies and offer an opportunity for improvement and communicate employer/employee expectations and Departmental objectives.

The system shall provide for the opportunity of face-to-face employee response to the appraising supervisor and appeal of any appraisal to a supervisor at least one rank above the original evaluating supervisor. Employees shall only be appraised by supervisors trained in the performance appraisal process, who are above their rank. No sworn employee below the rank of Captain shall be appraised by a non-sworn supervisor.

The Performance Appraisal System shall have no impact on contractually established rights, any pay rate within the employee's classification, pay range or growth increment.

**APPENDIX I  
DEPUTY CHIEFS**

The Chief of Police may assign, on a voluntary basis, no more than a total of six (6) Police Lieutenants and/or Captains to exempt, non-bargaining unit positions. Such assignments will be made at the sole discretion of the Chief and will be for durations as determined by the Chief of Police. Employees who accept such assignments will be compensated at a wage rate, which is no less than that of their permanent classification.

In consideration of this, five (5) Police Captains shall be appointed prior to August 15, 1994 and the positions authorized for Lieutenant shall be filled prior to January 1, 1995. These positions shall not be decreased to allow for the assigning of Deputy Chief.

Should the Chief elect to reassign a Deputy Chief to their prior classification, no bargaining unit member in that classification shall be supplanted or negatively impacted as the result of this reassignment.

**APPENDIX J  
PSYCHOLOGICAL EVALUATION**

It is understood and agreed the Police Chief will identify three (3) psychotherapists to evaluate bargaining unit members who are identified by the Police Chief, as a result of personal misconduct or abnormal behavior, as being in need of psychological evaluation to determine fitness for duty as a police officer. The Chief's selection will be forwarded to the Union.

The Union must respond within thirty (30) days of receipt of the Chief's list as to whether they have an objection to the Chief's selection. If the Union does not file an objection within the thirty (30) day period, the Chief's selection will be final. If the Union does file an objection within the thirty (30) day period, The Chief and the Union will select one psychotherapist each and the two selected psychotherapists will select the third psychotherapist. The Psychotherapists who provide services as part of the Department's EAP program shall not be eligible for selection.

The City of Hartford will pay for any evaluation made pursuant to the terms of this memorandum and no member will be impacted negatively purely on the submission to this evaluation. Any bargaining unit member who refuses or fails to submit to an evaluation will be subject to disciplinary action up to and including discharge. There will be no second opinions.



**APPENDIX K  
FOUR TEN-HOUR DAY WORK SCHEDULE**

The four ten-hour day work schedule shall be made available as provided for in this Agreement. The specifics of the work schedule are as follows:

The workweek shall consist of four consecutive ten-hour days followed by three consecutive days off, except for normal scheduled day off rotations.

The day off schedule for Officers shall be three sets of days off. They shall be Sunday/Monday/Tuesday; Tuesday/Wednesday/Thursday and Sunday/Friday/Saturday. These sets of days off shall rotate in reverse order every twenty-eight (28) days.

The workday for those employees assigned to this work schedule shall commence at 07:00 hours the day shift or 17:00 hours the night shift.

Employees assigned to this work schedule will have all accrued days converted to hours based on eight hours for each accrued day or pro-rated portion thereof.

The accrual of holiday and leave time shall be based on an eight (8) hour day as it is provided for in Article V, Sections 5.1, 5.2, 5.3 and 5.4 of this Agreement.

All accrued time will be taken as a half-day or a full day in accordance with the accepted practice for holiday, vacation, and personal leave usage. A half-day being five (5) hours a full day being ten (10) hours. Compensatory time may be used on an hourly basis. All accrued time usage will be deducted on an hour for hour basis.

Employees working a holiday in accordance with Article V, Section 5.1 of this Agreement will at their option receive either ten (10) hours additional pay or ten holiday compensatory hours.

Should an employee return to an eight-hour day assignment all accrued time will be reconverted to days, other than compensatory hours. Any hours that will result in not being evenly divisible by four will be added to the employee's compensatory hours.

No employee assigned to a ten (10) hour day assignment, unless with the direct approval of the Chief of Police or his designee, shall work more than eighteen hours in a day or eighteen consecutive hours.

Employees assigned to this work schedule may have their schedule altered for training purposes. Employees who attend training that is less than ten (10) hours in a day may at their option elect to use two (2) hours compensatory time or report to their Commander to meet the ten-hour day requirement. Employees may also have their schedule altered for weeklong training sessions.

**APPENDIX L**  
**ASSIGNMENT OF STATE POLICE OFFICERS**

Effective with the approval of this Agreement by the Hartford Court of Common Council, one (1) uniformed Hartford police officer will be assigned to work with each uniformed state police officer who is assigned to law enforcement activities within the City of Hartford and for each uniformed state police officer so assigned, an overtime position will be filled by a comparable bargaining unit member.

Whenever a plainclothes state police officer is assigned to law enforcement activities in the City of Hartford in joint operations such as ROCCY, SWNTS and similar, such officers will work with and/or in conjunction with plainclothes Hartford police officers. The assignments of such state police officers will not be used to supplant Hartford police officers.

It is understood and agreed that the terms and conditions of the settlement agreement of the unfair labor practice charge (MPP - 16, 192) executed by the parties on May 9, 1994 have been fully met and complied with in the negotiations and agreements reached by the parties in the July 1, 1994 - June 30, 1996 Collective Bargaining Agreement. It is also understood and agreed that the Hartford Police Union and the City of Hartford will advise the State Board of Mediation and Arbitration of the voluntary settlement of the interim bargaining arbitration Case Number 9394-MBA-16 immediately following the approval of the July 1, 1994 - June 30, 1996 Collective Bargaining Agreement by the Hartford Court of Common Council.

## APPENDIX M DETENTION STAFFING

The position of Police Matron shall be replaced with the position of Public Safety Detention Officer (PSDO), a non-gender specific designation. Effective December 11th, 2017 employees holding the classification of Police Matron (Class Code #5001) will be reclassified to Public Safety Detention Officer.

The pay schedule for PSDO shall be as outlined in Appendices B, B-1 or B-2, previously designated as Police Matron, except that PSDO's hired following December 11, 2017 shall have a recruit rate that is ten percent (10%) lower than base pay.

Upon successful completion of training, PSDOs shall be placed at the base rate of the salary schedule, and they shall receive further increases as set forth in this Agreement. PSDOs shall be entitled to education incentive pay as outlined in Appendices B, B-1 or B-2 of this Agreement.

PSDO's shall work a 5/2-5/3 work schedule with rotations as is the current practice for police officers.

The terms and conditions affecting civilian employees under this Agreement, including those affecting employees regardless of their civilian status and Appendix A, and all relevant Memoranda of Agreements, shall apply to PSDOs.

### **Implementation of Civilianization of the Booking and Detention Facilities**

The City and the Police Union recognize that full staffing requires the hiring of at least 15 PSDOs, which may take time to achieve. As such, Section 4.2G shall be modified only to the extent provided below until the civilian staffing of detention reaches its full complement.

- (i) Management shall have the flexibility not to use PSDOs on overtime when a police officer on straight time is available, and the assignment of police officers in such circumstances shall meet the staffing needs of Appendix M, and
- (ii) Overtime assignments shall alternate between PSDO's and police officers.

Assignments of PSDOs and police officers shall take into account the gender of the employee assigned when necessary to meet the gender balance requirements of this Appendix. The flexibility to assign police officers on straight time shall not limit the gender balance requirement.

Once full staffing is met, the Chief will have the right to utilize Police Officers on straight time only if the PSDO overtime list is exhausted.

### **Detention Staffing**

The Detention facility minimum staffing levels shall be maintained as follows throughout the life of this Agreement:

There shall be a minimum of a police sergeant and three (3) PSDOs, or any combination of PSDOs and Police Officers to equal three (3), assigned to the Detention facility at all times, which must include at least one person of each gender. However, if a PSDO leaves a shift early on approved leave (i.e., vacation leave, sick leave, earned leave, etc.), the Chief will not be required to backfill. It is further recognized that the Detention facility supervisor shall, with the approval of the Commander overseeing the Detention facility, have the ability to increase staffing levels at times of increased volume in the Detention facility to assure the prompt processing of incarcerated individuals and enhanced officer safety.

Nothing in this Appendix shall prohibit the Chief from assigning to work in the Detention facility police officers who may be assigned temporarily due to the loss of the legal authority to carry a firearm or other bona fide disciplinary, medical or other valid operational issue or concern as determined by the Chief. These police officers

shall not be included in the PSDO overtime rotation, but will have first right of refusal for overtime which cannot be filled through that rotation.

Additionally, should the PSDO staffing levels drop below the amount enumerated above due to exigent circumstances, the City may temporarily fill overtime assignments in accordance with Section I (ii) above.

**APPENDIX N  
DRUG TESTING**

AGREEMENT, made this 12th day of December, 1991, by and between the City of Hartford and the Hartford Police Union, hereafter referred to as the parties.

WHEREAS, the parties, having recognized the dangers of drug use in the work environment of the Hartford Police Department, have reached an agreement concerning a drug testing and abuse policy, which has been identified as Hartford Police Department Order #8-33; and

WHEREAS, the parties are willing to implement this negotiated policy based upon the provisions of that Order and the terms and conditions of this Memorandum of Understanding; and

WHEREAS, both parties recognize that this entire policy could not be implemented without the agreement of the Hartford Police Union unless the issue was taken before the State Board of Mediation and Arbitration for final and binding arbitration; and

WHEREAS, the parties desire that this Memorandum of Understanding and drug testing policy will be binding between the parties without alteration or modification unless by mutual agreement between the parties and/or binding arbitration; should a section of this policy and/or this policy be deemed unconstitutional by state or Federal decision, both parties agree to immediately suspend this policy and meet in a timely manner to effectively rectify the policy to conform the state and/or Federal standards; and

WHEREAS, the Union's support of this policy is conditioned upon the signing of this Agreement.

NOW, THEREFORE, the parties agree to support and abide by the terms and conditions of this Agreement and Hartford Police Department Order #8-33 intending these as a benefit to all employees and members of the community.

## **DRUG TESTING POLICY**

### **I. PURPOSE**

The purpose of this policy is to establish the terms and conditions of the Hartford Police Department's drug testing program.

### **II. POLICY**

It is the long standing policy of the Hartford Police Department that members of the Hartford Police Department are prohibited from the use of any and all illegal and/or illicit controlled substances, narcotics or drugs.

It is the policy of the Hartford Police Department that the critical mission and responsibilities of the law enforcement profession justify the maintenance of a drug free work environment through the use of an employee drug testing program.

The law enforcement profession has several uniquely compelling interests that justify the use of an employee drug testing program. When law enforcement officers participate in illegal drug use and/or drug activity, the integrity and public confidence in the law enforcement profession is destroyed. This confidence is further eroded by the potential for corruption promoted by illegal drug use.

The public has a right to expect that those who are sworn to protect and serve them are physically and mentally prepared to competently assume their duties. There is sufficient evidence to conclude that the use of controlled substances and other forms of drug abuse will seriously impair an employee's physical and mental health, and thus inevitably, their job performance.

Therefore, in order to ensure the integrity of the Department, a safer working environment for its employees and preserve the public trust and confidence in a drug free law enforcement agency, this drug testing program shall be implemented.

### **III. PROCEDURES**

#### **A. AFFECTED EMPLOYEES**

1. All sworn police officers, sworn supervisors and police recruits, as a condition of continued employment, shall be subject to random urinalysis drug testing and urinalysis drug testing for reasonable suspicion.
2. Those members of the Hartford Police Union classified as Public Safety Detention Officer (previously, Police Matron) and Assistant Animal Control Officer will be subject to reasonable suspicion drug testing.
3. Non-bargaining unit sworn personnel will be tested as prescribed by this Policy, as well as being subject to urinalysis drug testing at any time at the direction of the Chief of Police.
4. Police recruits shall be subjected to urinalysis drug testing within the first two (2) weeks of hire if they were not tested prior to hire. In addition, they will be subject to random testing and reasonable suspicion testing as indicated in #1 above.

#### **B. METHOD OF RANDOM SELECTION**

1. All sworn members and police recruits of the Hartford Police Department will be subject to random urinalysis drug testing as outlined in this Policy. The selected drug testing agency shall be responsible for the random selection of those employees affected. The agency shall maintain a random pool.

A minimum of five percent (5%) of those employees in the random pool will be selected on a monthly basis for a completely random urinalysis drug test. Affected employees will remain in the pool, regardless of the number of times selected for urinalysis drug testing from this pool.

2. The testing agency shall be provided with a coded list (numbers only) of all employees eligible for the random urinalysis pool. The testing agency shall independently, randomly select a number of code numbers for testing.

Upon randomly selecting a number of code numbers for drug testing, the selected testing agency shall notify the designated Hartford Police Department Employees Assistance Program Coordinator, in writing of the code numbers selected for testing forty-eight (48) hours prior to the specific testing date.

The Employees Assistance Program Coordinator, who shall be a sworn member of the Hartford Police Department, shall perform the following duties in regards to the random selection process:

- a. Maintain in a secure location the key to identify employees with code numbers supplied by the drug testing agency.
- b. Receive the list of code numbers from the testing agency and identify those employees designated by the selected testing agency to be subjected to urinalysis drug testing on a specific date.
- c. Assure that those employees selected are scheduled to work on the specific testing date and notify the testing agency of any selected code number(s) unable to attend (regular days off, illness, injury or pre-approved days off) so that additional code numbers may be selected.
- d. At the beginning of the affected employee's tour of duty, notify the employee's commander of the employee's selection for urinalysis drug testing. The commander will then notify the employee and direct the employee to report to the collection site. No one will be excused from random testing unless exigent circumstances arise and the excuse is approved by the Chief of Police or his/her designee.
- e. Receive from the selected testing agency the name of all employees who submitted to urinalysis drug testing on a specific date for each random selection list.
- f. Assure that any incident of an employee who failed to report for a scheduled urinalysis drug test is reported to the Chief of Police or his/her designee.
- g. Maintain a file of all correspondence with the selected testing agency.
- h. Assure these appointments are strictly confidential.

This method of random selection, unless specifically altered in this policy, shall be the only method of random selection required of those employees subject to drug testing program by the Hartford Police Department.

### **C. METHOD OF REASONABLE SUSPICION SELECTION**

1. Supervisory personnel may request that an employee submit to a drug test when a supervisor has a reasonable suspicion that an employee is under the influence of drugs. "Reasonable suspicion" is a belief based on objective and articulable facts sufficient to lead a reasonably prudent supervisor to suspect that an employee is under the influence of drugs so that the employee's ability to perform the functions of the job is impaired or so that the employee's ability to perform his/her job safely is reduced.

2. Prior to the implementation of reasonable suspicion testing the City shall be responsible for providing training to all supervisory personnel. This training shall deal with issues related to, but not limited to, observation, detection, and proper documentation of an employee's actions that would lead to reasonable suspicion for directing an employee to be tested under this Policy.

Additionally, a training bulletin will be issued to all sworn personnel that among other things, will enumerate examples that alone or in combination with others may constitute grounds for reasonable suspicion.

Supervisory personnel who have received the mandated training for reasonable suspicion testing in relation to this Policy and having a reasonable suspicion that an employee is under the influence of drugs and should be required to submit to a urinalysis drug test, shall immediately notify through the chain of command the Chief of Police or his/her designee, who shall be a sworn member of the Department outside of the bargaining unit, to meet to observe the employee's behavior and/or review the circumstances surrounding this determination of reasonable suspicion. Should the Chief or his/her designee concur with this determination the following procedures shall be followed:

- a. Supervisory personnel, who have received the mandated training for reasonable suspicion testing in relation to this Policy, shall document, in writing, the facts outlining their reasonable suspicion that the employee in question is under the influence of drugs. This document shall be made available to the employee or his/her designee upon completion by the supervisor. Under no circumstances shall this report be made available any later than twenty-four (24) hours after instructing the employee to submit to reasonable suspicion urinalysis drug testing.
  - b. The Chief or his/her designee shall instruct the employee to submit to reasonable suspicion urinalysis drug testing and shall be responsible for the employee's transportation to the designated testing agency for this test.
  - c. Any supervisor encountering an employee who refuses to submit to a drug test upon request shall inform the employee of the requirements and consequences of a violation of this Policy. If said employee continues to refuse to submit to such testing, the employee shall be sent home either in accordance with Appendix A, Section 6.b of the Agreement Between the City of Hartford and the Hartford Police Union, if appropriate or suspended with pay for the balance of the shift. In either case, the employee shall be brought before a departmental disciplinary hearing on the sixth (6<sup>th</sup>) day following the date on which the refusal occurred. No continuance of such a hearing will be granted, and such hearing will go forward regardless of whether or not the employee is present at the hearing.
  - d. Supervisory personnel are responsible for consistent enforcement of this Policy. Any supervisor who knowingly permits a violation of this Policy by employees under his/her direct supervision shall be subject to disciplinary action.
3. The collection, testing, reporting and discipline for violations of this Section shall be the same as those for an employee tested under the random testing method of this Policy.

**D. METHOD OF NON-BARGAINING UNIT SWORN PERSONNEL TESTING SELECTION**

- ¶ In addition to being subject to random and reasonable suspicion urinalysis drug testing, non-bargaining unit sworn personnel shall be subject to urinalysis drug testing at any time at the direction of the Chief of Police.



#### **E. TESTING AGENCY**

1. No City employee shall test, collect or deliver urine specimens for the purpose of drug analysis as it specifically relates to this Policy and procedure.
2. The agency selected to conduct urinalysis drug testing for the Hartford Police Department shall be selected pursuant to the provisions in the City of Hartford Charter, as those provisions relate to established purchasing procedures. The agency shall be an independent laboratory, certified by the State of Connecticut for urinalysis testing and must meet all requirements outlined by the Mandatory Guidelines for Federal Workplace Drug Testing Programs. At the time of its selection the testing agency shall have obtained or be actively pursuing N.I.D.A. certification. The Union shall have the right to participate on any selection committee for the testing agency.

The selected drug testing agency shall be responsible for the following:

- a. The independent random selection of all employees for urinalysis drug testing with the assistance of the designated liaison officer of the Hartford Police Department.
- b. The collection of all urine samples for drug testing in accordance with collection protocol and chain of custody requirements (see attachments A & B). The agency shall be responsible for the operation of accessible collection sites, collection personnel and delivery to their laboratory should collections be performed at a location other than the laboratory itself. This site may be City of Hartford property.
- c. The testing of all properly submitted urine specimens for the presence of selected drugs in the methods outlined by this Policy.
- d. The written notification with all related test information to the Medical Review Officer (MRO) of all confirmed test results.
- e. The retaining and preserving of all positive urine samples and its split sample for possible future administrative or civil action.
- f. Availability for testimony in regard to any contested collection and/or testing process performed.
- g. Preparation of statistical data in relation to the testing process.

#### **F. COLLECTION**

1. Upon notification of a required urine submission, the affected employee shall immediately report to the designated collection site. This site shall be operated by the selected testing agency.
2. Upon arrival at the collection site, the selected employee shall comply with the request of the collection site personnel and complete forms required to assure a secure specimen collection. The employee shall not be required to remove any garments other than outer garments.
3. The selected employee shall provide the necessary urine sample in the amount required. The employee shall not be observed while producing the required urine sample. The urine sample shall be split and the split sample marked as such. Both samples shall be sealed, dated and signed by the selected employee and the collection agent. The selected employee shall have his/her urine sample in his/her possession/observation until it has been sealed and signed.

#### **G. TESTING METHOD**

1. No employee subject to drug testing shall be considered testing positive unless:

A urinalysis drug test utilizing a reliable scientific methodology was given and produced a positive result

and

Such positive test result was confirmed by a second urinalysis drug test, which was separate and independent from the initial, utilizing a reliable scientific methodology

and

Such positive test result was confirmed by a third urinalysis drug test which was separate and independent from the initial test, utilizing a gas chromatography and mass spectrometry methodology

and

The affected employee fails to substantiate a medical or legal reason for the positive test result to the Medical Review Officer.

2. The selected testing agency shall test for the presence of the following category of drugs and all substances produced directly or indirectly by extraction from substances of vegetable origin, or independently by means of chemical synthesis, or by a combination of extraction and chemical synthesis:

- |                  |                   |               |
|------------------|-------------------|---------------|
| 1. Cannabinoids  | 6. Barbituates    | 11. Oxycodone |
| 2. Cocaine       | 7. Benzodiazepine |               |
| 3. Opiates       | 8. Methadone      |               |
| 4. Phencyclidine | 9. Methaqualone   |               |
| 5. Amphetamines  | 10. Propoxyphene  |               |

3. The selected testing agency shall set sensitivity cut off levels as follows:

#### Initial and First Confirmation Test

	(ng/ml)
Cannabinoids	50
Cocaine metabolites	300
Opiate metabolites	2000
Phencyclidine	25
Amphetamines	1000
Barbiturates	200
Methaqualone	300
Benzodiazepine	300
Methadone	300
Propoxyphene	300
Oxycodone	100

#### Gas Chromatography/Mass Spectrometry

	(ng/ml)
Cannabinoids (1)	15
Cocaine metabolites (2)	150
Opiates:	
Morphine	2000
Codeine	2000
Phencyclidine	25

Amphetamine :	
Amphetamine	500
Methamphetamine	500
Barbiturates	200
Methaqualone	300
Benzodiazepine	300
Methadone	200
Propoxyphene	300
Oxycodone	100

- (1) Delta-9-tetrahydrocannabinol-9-carboxylic acid
- (2) Benzoylgonine

4. Any test results which are below the outlined sensitivity levels shall be recorded and reported as negative and no further testing conducted for that employee sample.
5. Should tests be developed that can detect the presence of hallucinogens, designer drugs, anabolic steroids or other illicit substance with NIDA approved sensitivity cut off levels, these tests will be incorporated into this program where feasible. This shall take place after 60 days notice to the Hartford Police Union of the intent to implement any of these additional tests in order for adequate review by the Union of these testing methods.
6. Test samples identified as adulterated, substituted, invalid or dilute shall be reported to the Medical Review Officer by the testing agency. The Medical Review Officer will interview such employees, and such employees will be required to submit to a second urinalysis test within 72 hours of this interview. The Medical Review Officer will report the interview and retesting of this employee to the Chief of Police.

#### **H. MEDICAL REVIEW OFFICER**

1. The City shall retain the services of a Medical Review Officer or practice for the duration of this program. The Medical Review Officer or practice will be one or more licensed physician(s) not presently employed by the City or having any financial connection or contract with the selected testing agency. The physician(s) will be licensed in Connecticut if possible, or if not possible in New England, or if not possible in another state where he or she practices. The Medical Review Officer or practice should have expertise in the area of chemical dependency and rehabilitation. The selection of the individual to serve as the Medical Review Officer will be in accordance with established purchasing procedures in accordance with provisions of the Charter of the City of Hartford.

The Union shall have the right to participate on any selection committee for the Medical Review Officer.

2. The Medical Review Officer shall receive and retain all test results from the selected testing agency.
3. The Medical Review Officer, upon the receipt of a positive test result, will conduct an interview with the affected employee. If after this interview, in the opinion of the Medical Review Officer, the employee has not been able to substantiate a reason for the positive test, the Medical Review Officer shall, within forty-eight (48) hours, report the positive test results to the Chief of Police.

Those employees who the Medical Review Officer does not report to the Chief as positive may be subjected to a test ordered by the Medical Review Officer within a six (6) month period after an interview with the Medical Review Officer. This request for a test shall be made by the Medical Review Officer directly to the testing agency by code identification. The test shall occur during a random testing period and the distinction will not be revealed to the Employees Assistance Program Coordinator by the testing agency.

If in the opinion of the Medical Review Officer, the medication that the employee is taking legitimately poses a risk to the Department or impairs the judgment of the employee, said opinion shall be reported to the Chief of Police or his/her designee.

4. The Medical Review Officer shall coordinate with the Employees Assistance Program Coordinator the notification and scheduling of appointments for employees reported to him/her as testing positive as the result of a urinalysis drug test.

#### **I. EMPLOYEES ASSISTANCE PROGRAM COORDINATOR**

In addition to duties described elsewhere in this Policy, the Employees Assistance Program Coordinator shall have the following duties as they relate to this Policy:

1. Upon the agreement of this drug testing policy, the Employees Assistance Coordinator shall assure through whatever means necessary that reasonable efforts are made to notify all sworn members and their families of the dangers of chemical dependency, the services offered through the Employees Assistance Program, and the confidential non-punitive nature of the program.
2. Assist in the education efforts of the City and the Union in relation to this drug testing policy.
3. Offer the services of the Employee Assistance Program to any employees who have been identified as testing positive as a result of a urinalysis drug test and their families.
4. Coordinate with the Medical Review Officer the scheduling of appointments of employees reported as testing positive to him/her within thirty- six (36) hours. These appointments shall be strictly confidential.

#### **IV. VIOLATION**

Any employee, who has a test result that is reported as positive by the Medical Review Officer to the Chief of Police, shall be deemed to have violated the Hartford Police Department's Code of Conduct (Article III, Section 3.09).

Discipline for this violation shall be termination unless specifically amended by this Policy. Any employee so charged shall be assured all due process rights guaranteed under the Collective Bargaining Agreement.

- A. Any employee who tests positive under the guidelines of this drug testing policy for Cannabinoids, Cocaine, Phencyclidine, Methaqualone, or opiates that in and of themselves are illegal to possess shall be terminated.
- B. An employee who tests positive under the guidelines of this drug testing policy to any other narcotic and/or controlled substance identified in this Policy shall be subject to termination. Provided, however, that these employees (other than an entry level probationary employee) shall be offered the opportunity to consent to a "Last Chance Agreement" and provided further that the employee has not been the subject of substantial disciplinary action (two suspensions excluding suspensions from Private Duty Assignments and suspensions as a result of chargeable motor vehicle accidents) within the past five (5) years. In the event an employee has been the subject of substantial disciplinary action within the past five (5) years, the Chief, at his/her discretion, may offer a "Last Chance Agreement" to the employee in lieu of termination.
- C. Any employee who refuses to submit to any ordered urinalysis drug test as outlined in this Policy or fails to report to the selected testing agency collection site for testing after being notified to do so shall be deemed to have violated Article III, Section 3.10 of the Hartford Police Department Code of Conduct and shall be subject to termination.
- D. Any employee who fails to report to the Medical Review Officer after being notified to do so shall be deemed to have violated Article III, Section 3.11 of the Hartford Police Department's Code of Conduct.

Such conduct may also result in the Medical Review Officer reporting a positive test result to the Chief of Police, in which case discipline will be administered in accordance with "A" above.

- E. Similarly, any employee who fails to provide, within a reasonable period of time as determined by the Medical Review Officer, any documentation requested by the Medical Review Officer shall be deemed to have violated Article III, Section 3.12 of the Hartford Police Department's Code of Conduct, and shall be terminated. Such conduct may also result in the Medical Review Officer reporting a positive test result to the Chief of Police, in which case discipline shall be administered in accordance with "A" above.
- F. Any employee who has been reported as testing positive shall have the right to have the split sample in the possession of the selected testing agency sent to a lab of the employee's choice from a list of at least three (3) approved labs developed by the Medical Review Officer. All expenses associated with the urinalysis of the second sample shall be assumed by the employee.

#### **V. CONFIDENTIALITY**

The City of Hartford, its agents, contractors and employees will assure firm and absolute guarantees of confidentiality of all employees required to submit to urinalysis drug testing. No information will be furnished nor shall participation in any rehabilitation program be revealed to anyone other than those authorized under this Policy. No records of test results, referrals or any procedures relating to urinalysis drug testing will be stored in any employee's personnel file, except when such records become part of a disciplinary action.

#### **VI. COSTS**

Any cost related to the collection, delivery, testing or reporting of test results, except those costs specifically referred to under Section IV, F of this policy and procedure, shall be assumed by the City of Hartford.

All costs relating to the retention and use of the Medical Review Officer, shall be assumed by the City of Hartford.

All random employee urinalysis drug testing shall be conducted during working hours. Reasonable suspicion testing shall be conducted as much as practicable during working hours; however, circumstances may dictate testing conducted during off-duty hours.

#### **VII. REVIEW AND EVALUATION**

A committee consisting of two (2) representatives designated by the Chief of Police, two (2) representatives designated by the Union, a representative of the Corporation Counsel's Office and a representative of the Human Resources Department shall meet every six (6) months to review and evaluate the foregoing Policy.

This committee shall have the authority to make recommendations to alter this Policy. However, any alteration proposed by the committee must be mutually agreed to by the City and the Union pursuant to the memorandum of understanding written in accordance with this Policy.

## LAST CHANCE AGREEMENT

1. \_\_\_\_\_ will plead guilty to conduct unbecoming a police officer and will waive his/her right to a departmental hearing.
2. \_\_\_\_\_ will accept a thirty (30) day suspension. Upon the completion of this suspension, \_\_\_\_\_ will submit to a urinalysis drug test. Should the test be reported as positive, \_\_\_\_\_ agrees to resign from the Hartford Police Department. Should no illegal substance be detected, will begin a treatment program effective immediately with Dr. \_\_\_\_\_.
3. \_\_\_\_\_ will abide by all conditions that Dr. \_\_\_\_\_ may prescribe as part of their treatment plan. \_\_\_\_\_ will participate in this treatment program for a minimum of eighteen (18) months or as prescribed by Dr. \_\_\_\_\_. The Director of said program must submit progress and attendance reports to the Chief or his/her designee every thirty (30) days.
4. \_\_\_\_\_ will waive confidentiality with regard to medical disclosures from Dr. \_\_\_\_\_ to the Chief of Police, to assure compliance with this Agreement.
5. All costs for participation in Dr. \_\_\_\_\_ prescribed treatment shall be borne by insurance and/or \_\_\_\_\_.
6. \_\_\_\_\_ will be subject to blood and urinalysis drug testing at any time while participating in Dr. \_\_\_\_\_ treatment plan. \_\_\_\_\_ may also be ordered by the Chief of Police or his/her designee at any time to submit to blood and urinalysis drug testing, as well as being subject to random selection. Failure to submit to this test or the reporting of a positive test result will be deemed a terminable offense and shall result in the termination of \_\_\_\_\_ without recourse to the grievance procedure or to the courts.
7. Any time lost for medical testing, medical appointments or rehabilitative programs will be made up at the discretion of the Department. In the event such lost time is not made up, such time will be deducted from \_\_\_\_\_ weekly wages.
8. \_\_\_\_\_ will disclose immediately all prescriptions or over-the-counter drugs he or she is using to Dr. \_\_\_\_\_, the Chief of Police or his/her designee.
9. \_\_\_\_\_ agrees not to use opiates at any time except if he/she is hospitalized as an in-patient.
10. \_\_\_\_\_ recognizes that working private jobs and/or overtime may have an adverse impact on his/her recovery and waives his/her circumstances as determined by the Chief or his/her designee.
11. Failure of \_\_\_\_\_ to fully attend and participate in the outlined treatment and/or rehabilitation program or any of the provisions of this Agreement will be deemed a terminable offense and shall result in the termination of \_\_\_\_\_ without recourse to the grievance procedure or to the courts.

12. \_\_\_\_\_ will be subject to this Agreement for a maximum of five (5) years. Upon completion of twelve (12) months after the signing of this Agreement and every twelve (12) months thereafter, the parties will meet to determine if the terms of this Agreement should be removed, modified, sustained or added to. Should the parties fail to come to an agreement, the terms of this Agreement shall remain in effect.

\_\_\_\_\_  
Employee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chief of Police

\_\_\_\_\_  
President, Hartford Police Union

## ATTACHMENT A

### COLLECTION PROTOCOL

- Donor must show Connecticut MVD operator's license with picture ID.
- Donor must remove excess clothing such as outer garments. Such determination will be made by collection agency.
- Donor will document all medications he/she has taken or had administered in the past thirty (30) days.
- Donor will wash and dry hands in the presence of the collection agent.
- Donor will be given a sealed urine collection container, which will be opened by the donor.
- Donor will produce urine in a private setting; unobserved.
- Donor will observe the completion of the specimen label by the collection agent and either sign or initial the label.
- Donor will observe the splitting of the collected sample.
- Donor will observe the capping and sealing of the two samples with evidence tape and either sign or initial each sample.
- Donor will have the urine sample(s) in his/her possession/observation until they have been sealed and signed or initialed.



**ATTACHMENT B**

**CHAIN OF CUSTODY**

The urine container label must contain:

- Name of donor
- Date and time specimen was collected
- Collector's name
- Donor's signature or initials

The urine container must be sealed with evidence tape that must be:

- Placed over the top and down the sides of the container covering the label edges.
- Must be intact with no evidence of tampering.

The chain of custody form must be completed and contain:

- Name of donor
- Agency requesting collection
- Recorded specimen temperature
- Donor's signature
- Collector's signature (date and time documented)
- Courier's name and signature (date and time documented), if applicable.
- Name and signature of person at lab who received and recorded sample (date and time documented).

**APPENDIX O**  
**PENSION BENEFIT EXTENSION**

Agreement made this 18<sup>th</sup> day of May, 2000 by and between the City of Hartford and the Hartford Police Union, hereinafter collectively referred to as the parties; and

WHEREAS, the parties wish to extend the provisions, terms and benefits conferred by Section 3.6, Paragraph 8 of the current Collective Bargaining Agreement to all current employees;

WHEREAS, the parties wish to extend the provisions, terms and benefits of Section 3.6 and Appendix E of the current Collective Bargaining Agreement to all current employees;

WHEREAS, the parties wish to delete Appendix E, paragraph O from the current Collective Bargaining Agreement;

WHEREAS, the parties, in consideration for this Agreement, have exchanged mutual promises set forth in a Collective Bargaining Agreement dated May 18, 2000;

WHEREAS, the parties recognize the receipt and sufficiency of the aforementioned consideration; and

THEREFORE, the parties agree all employees as of July 1, 1999, whose retirement becomes effective on or after that date, may upon retirement, and prior to any formula reduction, exchange a portion of his or her accumulated sick leave for up to four (4) years (in whole years only) of additional pension service time for the purpose of computing the amount of his or her retirement allowance provided, however, such additional service time shall not be used for establishing eligibility for normal retirement benefits, but shall be used as additional service credits for employees who are qualified or become qualified for normal/disability retirement benefits. Each additional year of pension service acquired pursuant to this Section shall be equal to two and one-half percent (2.5%) of final average pay. For the purpose of exchange under this Section, twenty (20) days shall equal one (1) year of additional pension service time. Any accumulated sick leave remaining after the exchange shall be subject to the provision of Article V, Section 5.3 of the Collective Bargaining Agreement.

No employee shall retire over eighty percent (80%) of final average pay through the utilization of this benefit.

Employees who exchange accumulated sick leave for additional pension service time shall pay any and all Federal and State taxes resulting from such exchange as if such exchange were made pursuant to Article V, Section 5.3 of the aforementioned Collective Bargaining Agreement.

This benefit shall remain in effect and inure to the benefit of every current bargaining unit employee hired on or before July 1, 1999, regardless of date of retirement, and shall not be subject to negotiation.

THEREFORE, the parties further agree that every employee hired on or before July 1, 1999 shall have their pension calculated in accordance with Section 3.6 and Appendix E of the Collective Bargaining Agreement effective from July 1, 1996 to June 30, 1999 regardless of date of retirement provided, however, that the employee qualifies for retirement as provided for in the current Collective Bargaining Agreement. This benefit shall not be subject to negotiation.

THEREFORE, the parties further agree to delete Appendix E, paragraph O of the Collective Bargaining Agreement.

THEREFORE, the parties agree that no benefits currently enjoyed by any member shall be diminished by this Agreement.

THEREFORE, the parties do not intend to create any benefit for employees hired after July 1, 1999 pertaining to pension benefits other than those set forth in Section 3.6 of the Collective Bargaining Agreement effective from July 1, 1999 to June 30, 2004.

**APPENDIX P  
CIVILIAN PERSONNEL**

The parties agree that certain job functions currently being performed by sworn members of the Hartford Police Union could effectively be performed by non-sworn personnel, allowing for the re-assignment of sworn personnel with advanced training and the power of arrest closer to the community.

Those positions so identified are:

- Property Control 100% – Non-supervisory
- Private Duty / Scheduling 50% – Non -supervisory
- Detention 100% – Non-supervisory; Maintain Union Affiliation
- Crime Analysis 100% – Non -supervisory
- Tele-Serve / Headquarters 50% - Non-supervisory
- Fingerprinting 100% - Non-Supervisory

Should the City choose to place non-sworn individuals in these positions:

Sworn personnel designated as light duty shall be able to serve in these positions, as well as full duty sworn personnel designated by the Chief.

A sworn supervisor will supervise non-sworn personnel serving in these positions.

Non-sworn personnel will have no supervisory authority over sworn personnel.

The Union will withdraw all pending grievances and/ or Unfair Labor Practices with prejudice concerning the Fleet Manager, Public Information Officer, and Public Safety Dispatch Center and further relinquish any and all future claims in regards to representation of these positions.

**APPENDIX Q  
ASSISTANT ANIMAL CONTROL OFFICER**

The classification currently identified as class code #5097 shall hereafter be identified as  
Assistant Animal Control Officer

**HOURS OF WORK**

The Assistant Animal Control Officer shall work five (5) consecutive eight (8) hour days followed by two days off. These employees shall have one (1) of the following sets of days off: Friday/Saturday; Saturday/Sunday; Sunday/Monday.

Assistant Animal Control Officers shall be subject to the bid shift program based on seniority as an Assistant Animal Control Officer for the City of Hartford. The starting times for the Assistant Animal Control Officer shall be A Squad, 0700 or 10:00; Squad B, 16:00 or 18:00. It is recognized that the Assistant Animal Control Officers have no relief list and they cannot be bounced or backfilled to eliminate overtime opportunities.

Based on a staffing level of four (4) Assistant Animal Control Officers, there will be two (2) assigned to each squad with different starting times; based on a staffing level of three (3) Assistant Animal Control Officers, there will be two assigned to A Squad with different reporting times and one (1) assigned to B Squad; based on a staffing level of two (2) Assistant Animal Control Officers there will be one (1) assigned to A Squad and one (1) assigned to B Squad. This provision shall not be deemed or construed to be a minimum staffing requirement.

**CERTIFICATION & TRAINING**

Assistant Animal Control Officers upon the completion of their initial probationary period who successfully complete both Levels I and II of training offered or certified by the National Animal Control Association shall receive an additional 1.5% based on the employee's pay rate, which will be paid in the same manner as educational incentives are currently paid under Appendix. B Assistant Animal Control officers shall also be eligible for educational incentives as set forth in Appendix B, not including the incentive for a Post Graduate Degree or Certificate. Any such incentives earned shall be in lieu of the 1.5% increase under this paragraph.

**VEHICLES**

Assistant Animal Control Officers shall be provided a vehicle in good working order, equipped for safe animal transportation and confinement for their use during working hours. These vehicles shall be clearly marked Animal Control.

**CALL BACKS**

A callback system shall be established so that during the non-working hours of the Assistant Animal Control Officers, provisions are in place to ensure that Assistant Animal Control Officers of the Hartford Police Department and Union respond to all requests for emergency animal control services when such requests are made in accordance with the protocol described in this paragraph. The primary purpose of this requirement is that Police Officers are not responsible for the transportation or apprehension of dangerous dogs. In such circumstances, the Chief may first request mutual aid of animal control personnel from other policing agencies. If mutual aid is not requested or is otherwise not forthcoming, off duty Assistant Animal Control Officers who are available within a reasonable response time will be offered an opportunity to respond to the emergency. If no such assistant Animal Control Officer is available, it is recognized that on duty police officers may have to take emergency action. In situations when preplanned criminal investigative operations are conducted outside of the shift of an Assistant Animal Control Officer, an Assistant Animal Control Officer(s) may need to be utilized during off shift hours. Such utilization will be on an overtime basis.

**RESTRICTED ACTIVITIES**

Assistant Animal Control Officers shall be prohibited from being utilized for any type of initial entry relative to drug related offenses, search warrants or criminal apprehensions. They also are not to be utilized to respond to non-animal related calls for service.

**SAFETY EQUIPMENT**

Assistant Animal Control Officers shall be equipped with the following equipment;

- Bullet Proof Vest
- Bite Stick or Shock Stick
- OC Spray
- Taser Delivery System
- Portable Radio
- Snares

Notwithstanding what is described above, the Chief, in his or her discretion, may substitute new or more advanced items that perform a similar function or purpose and eliminate obsolete equipment.

## APPENDIX R CANINE PROGRAM

The parties recognize the positive impact the maintaining of police canine units have on the safety of employees and the enhanced service they provide to the public. Such units, managed effectively, provide service skills that far exceed human capabilities. Canine units have proven to be instrumental assets in drug detection, public relations, search and rescue, tracking, building searches and high-risk criminal apprehension. It is recognized that the partnership of handler and canine is a significant investment by the City and commitment by the handler.

All canines are the exclusive property of the City of Hartford. Their assignment is at the sole discretion of the Chief of Police or his or her designee. Both parties recognize that canine units are working animals, not family pets. All training, care requirements and decisions relative to continued use or assignment of individual canines shall reflect this. The City shall retain the responsibility to provide for the maintaining of each canine which shall include, but not be limited to, the cost of food, cost of veterinary services and examinations including preventive care, training cost and the cost of associated equipment. Handlers shall provide canine units assigned to them housing and around the clock care.

The parties recognize the expense, training cost and commitment required to maintain a successful handler-canine relationship. To this end, canine handlers shall exclusively be selected from volunteers by the Chief of Police. Selected handlers, who successfully complete canine certification training are anticipated to remain in the unit for a period of at least three (3) to five (5) years absent substantial reasons otherwise.

For the purpose of the following sections there shall be two canine unit definitions:

**Patrol Dogs** – canines assigned to a uniformed officer whose basic duties consist of patrol related responsibilities in a marked police unit. Responding to calls for service and line unit request for assistance.

**Non Patrol Dogs** – canine whose basic function is that of evidence or suspect detection such as narcotic dogs, bomb dogs, search and rescue, cadaver dogs.

Patrol Dog Handlers:

- Shall exclusively be employees holding the job classification of police officer.
- Shall be assigned as a special patrol unit exempt from the 5/2-5/3 work schedule. They shall work 5 eight hour consecutive days followed by two days off as outlined in this Agreement.
- For the purpose of overtime opportunities shall be considered as part of the Bid Shift Program.
- Bid Shift opportunities shall be restricted to canine assignments established within the Bid Shift Program. Seniority for assignment to these canine unit shifts shall be established based on years of experience as a canine handler within the Department.
- Shall perform all duties in an authorized uniform of the Hartford Police Department

Non-Patrol Dog Handlers:

- All other non-patrol dog handler assignments shall be made at the Chiefs discretion and the Chief will try to accommodate volunteers in reverse order of classification.

### **CARE & HOME TRAINING**

Employees assigned as patrol dog handlers will be compensated for one (1) hour per day to attend to the needs of the canine, a total of seven (7) hours per week.

Employees assigned as handlers of non-patrol dogs will be compensated for one and one-half (1.5) hours per day to attend to the needs of the canine, a total of ten and one half (10.5) hours per week.

Any employee assigned as a handler of more than one (1) dog will be compensated an additional one half hour (1/2) per day per dog to attend to the needs of the canine.

In lieu of actual compensation the City may reduce the daily on duty time required of canine handlers, so that the care & training hours are incorporated in the normal work day, reducing the amount of on-site hours required by the canine handlers. Such compensation will be owed for any regular day off or approved leaves.

### **CERTIFICATION & TRAINING**

Each patrol dog handler and canine must attend and successfully complete the Connecticut State Police K-9 Training Course or other course offered by a patrol dog certifying agency as may be selected by the Chief. Upon successful completion and certification each handler and canine must attend such periodic training as may be required to maintain certification, and one (1) day per month in service canine training conducted by the Hartford Police Department.

Each non-patrol dog handler and canine shall receive training as appropriate to the program and shall be recertified as required.

### **VEHICLES**

Each canine handler shall be assigned a vehicle in good working order and equipped for safe canine transportation for their exclusive use. Patrol dog handlers shall be provided an emergency equipped, marked police cruiser. Such use shall be limited to on duty usage, transportation of the canine to and from work, training classes, veterinary or associated appointments. Any personal use of this vehicle is strictly prohibited.

### **CALL BACKS**

It is recognized that in the cases of an immediate need for a canine unit and no canine unit is working or available mutual aid may be requested of other policing agencies. In those situations, when preplanned operations are conducted and canine units are to be utilized, Department units shall be the first utilized and the last released.

### **KENNEL CARE**

When a canine handler is away on approved leave or off on extended leave or injury the following shall apply. The handler shall:

1. Arrange for a fellow canine handler to care for the dog during their absence.
2. Arrange at their expense for the care of the canine during their leave or absence.
3. Attempt to board the canine at the State Police Canine Kennel, if space is available.
4. If space is unavailable at the State Police Canine Kennel make boarding arrangements at a City approved Kennel at the City's expense. No care and maintenance hours would be paid for this option.

### **RESTRICTED ACTIVITIES**

Canine units shall be prohibited from being utilized for any type of crowd control or civil unrest activities. Handlers may refuse any order of a supervisor which violates this provision.

### **HANDLER PURCHASE OF DOG**

When a handler purchases a dog, the handler assumes all responsibility for cost and liability with the sole exception of injured dogs for a two-year period as described below:

- If a canine has been active in excess of three (3) years and the handler is promoted or reassigned the decision to allow the purchase of the dog from the City for \$10.00 will be made on a case by case basis dependent on the years of service of the canine.
- If a canine has been retired due to injury the handler may assume ownership of the dog for the cost of \$1.00 and the City will pay the cost of food and veterinary expenses relative to the injury for two years.
- If a canine has been retired the handler may purchase the dog for the cost of \$10.00.

**APPENDIX S  
FIELD TRAINING OFFICERS**

The designation of an officer to receive Field Training Officer certification shall be at the sole discretion of the Chief of Police or his designee from voluntary applicants. Officers may voluntarily request to be designated as a Field Training Officers in accordance with the Departmental request for assignment process.

Officers designated as Field Training Officers shall hold the responsibility to serve as a Field Training Officer for a minimum of two (2) years at the discretion of the Chief of Police. It shall be the responsibility of the Department to assure each designated Field Training Officer at a minimum successfully completes the State mandated training including updates required of Field Training Officers, prior to any evaluation of a probationary police officer.

The Chief of Police or his designee shall determine the assigning of officers to field training duties. The certification and designation of an officer as a Field Training Officer will not entitle officers, so designated, to any form of additional compensation based on that designation.

Field Training Officers shall be provided with a \$30.00 stipend for each completed Daily Observation Report of a probationary police officer. It shall be the responsibility of the Field Training Officer to submit the appropriate required time recording device along with the Daily Observation Report to assure payment of this stipend. Such stipend shall increase in accordance with awarded general wage increase percentages. It is the intent of the parties that such Field Training Officer responsibilities will be completed during the officer's regular work hours to the extent possible.

Should the Department not be able to recruit enough acceptable volunteers to serve as Field Training Officers, the Union and the City/Department shall meet as soon as practicable to resolve the issue with primary consideration being given to the importance of the program to newly hired police officers and the desires of employees based on seniority.

Stipend Payment Amount Life of Contract

7/1/2015	\$34.28
7/1/2020	\$34.97
7/1/2021	\$35.67



**APPENDIX T  
UCONN POLICE**

UCONN Police may be cross-sworn, City-wide. Private jobs outside of the scope of UCONN's statutory authority will be covered by the Hartford Police Department.

**APPENDIX U**  
**BODY CAMERAS**

Without waiving the City's previously stated position that requiring body cameras is already within management's rights, the City and the Union agree to the following as it relates to body cameras:

- Body cameras may be implemented at the discretion of the Chief of Police.
- When body cameras are implemented, the Hartford Police Department will follow all POST standards and policies related to body cameras.
- Any random monitoring of body camera footage will not be used to initiate discipline.