

TENTATIVE AGREEMENT
Between The
CITY OF HARTFORD
And
THE CITY OF HARTFORD
PROFESSIONAL EMPLOYEES ASSOCIATION,
SEIU, LOCAL 2001 CSEA

This Tentative Agreement represents concepts and not necessarily contract language. Actual contract language will be drafted if the Tentative Agreement is ratified by both CHPEA and the Court of Common Council.

TENTATIVE AGREEMENT BETWEEN THE CITY OF HARTFORD AND CHPEA

The City of Hartford and the City of Hartford Professional Employees Association, SEIU, Local 2001 CSEA tentatively agree to a Collective Bargaining Agreement to be in full force and effect for the period commencing July 1, 2009 through June 30, 2012 subject to the ratification of the parties. The Collective Bargaining Agreement currently in effect shall remain unchanged except as specifically outlined in this Tentative Agreement provided further that the Collective Bargaining Agreement shall be modified to reflect these changes.

CITY OF HARTFORD

CHPEA, SEIU, LOCAL 2001 CSEA

EDDIE A. PEREZ, MAYOR

GEORGE GOULD, STAFF REPRESENTATIVE

DATE

DATE

ELIZABETH KAVANAH, PRESIDENT

DATE

**ARTICLE VIII
CONVENANTS**

SECTION 8.5 DURATION

The duration of this Agreement shall extend from July 1, 2009 through June 30, 2012 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.

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TENTATIVE AGREEMENT BETWEEN THE CITY OF HARTFORD AND CHPEA

APPENDIX A

Effective July 1, 2009, the salary rates in effect on June 30, 2009 will remain in effect through July 3, 2010.

In addition, notwithstanding the language in Section 6.10, Salary Increments, of this Agreement, there will be no step movement for any bargaining unit member during Fiscal Year 2009-10.

Effective July 4, 2010, the salary rates in effect on July 3, 2010 will be increased by two percent (2%).

Effective July 3, 2011, the salary rates in effect on June 2, 2011 will be increased by two percent (2%).

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

[NOTE: The salary schedules will be changed to reflect the above negotiated GWIs]

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**ARTICLE V
HOLIDAYS AND LEAVE, SECTION 5.2 VACATIONS
NEW PARAGRAPH E**

Employees who have completed twenty or more years of service on May 1st shall be entitled to a vacation of five (5) weeks annually.

[NOTE: The current language in Paragraph E of Section 5.2 will be incorporated into the successor Collective Bargaining Agreement as Paragraph F.]

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**ARTICLE VII
LAYOFF PROCEDURES (NEW THIRD PARAGRAPH)**

SECTION 7.1 ORDER OF LAYOFF

There will be no layoffs for any general fund budgetary position effective upon the signing of this Agreement or July 1, 2009, whichever is first, through June 30, 2010. Grant positions will not be covered by this paragraph.

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FURLOUGH DAYS

The full-time members of the bargaining unit agree to four (4) days of furlough under the conditions listed below:

1. The value of the four (4) furlough days will be deducted from a bargaining unit member's pay, via a payroll deduction. Each bargaining unit member will have the option to have the deduction made either: (1) during the same pay period as when the furlough day was used for the full value of the furlough hours used or (2) over twenty-four (24) bi-weekly pay periods in Fiscal Year 2009-10, in which case the total value of the four (4) furlough days will be evenly divided over the twenty-four (24) bi-weekly pay periods. Each bargaining unit member shall make his or her election in writing on the prescribed Furlough Deduction Election Form by no later than July 17, 2009, and if Option 2 is chosen, the deductions will begin the first pay period in August 2009. **Such election shall be final and irrevocable.** Should a bargaining unit member separate from City service during Fiscal Year 2009-10, the value of any furlough balance will be deducted from the bargaining unit member's vacation and/or sick leave payout. If there is no leave payout, the furlough balance will be deducted from the bargaining unit member's last regular week of pay.
2. Since the value of the furlough days will be taken out as a payroll deduction, there will be no negative impact on any benefit, including but not necessarily limited to the pension benefit, as a result of such furlough days.
3. If operationally possible, furlough days shall be scheduled around holidays (i.e., close the day before or after a holiday). If not operationally possible, furlough days will be scheduled at a time mutually agreeable to the bargaining unit member and the Department Head or his or her designee, except such requests will not be unreasonably withheld. If two or more bargaining unit members request to take a furlough day on the same date and the operational needs of the department cannot sustain approval of all such requests, the approval of such furlough request will be determined by seniority with the City. In addition, no more than one (1) furlough day may be taken in any one (1) week.
4. Requests for furlough days will be made at least twenty-four (24) hours in advance, except in cases of emergency and must be taken in no less than half (1/2) day increments.

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**ARTICLE III, PERSONNEL, PAY AND BENEFITS, SECTION 3.4 INSURANCE
AND APPENDIX B**

Section 3.4 and Appendix B of the successor collective bargaining agreement will be updated appropriately to reflect the following changes:

Effective August 1, 2009, bargaining unit members will move to the same medical insurance plan design as City non-union and unclassified employees (firm division 000675-195), which includes the following copayment changes:

- Physician Office Copayments \$ 20
- Hospital Copayments \$150
- Emergency Room Copayments \$100
- Retail Prescription Drugs \$10/\$20/\$35
- Mail Order Prescription Drugs \$10/\$20/\$35

Effective August 1, 2009, each employee enrolled in the health coverage described in this Section (Section 3.4) shall pay, via payroll deduction, fourteen and one-half percent (14.5%) of the carrier's determined rates for their health insurance based on single, two person or family coverage under the Plan.

Effective July 1, 2010, each employee enrolled in the health coverage described in this Section (Section 3.4) shall pay, via payroll deduction, fifteen percent (15%) of the carrier's determined rates for their health insurance based on single, two person or family coverage under the Plan.

**ARTICLE V
HOLIDAYS AND LEAVE, SECTION 5.3 SICK LEAVE
SUBSECTION B (7), LAST PARAGRAPH**

The City will make payment for accumulated sick leave as follows:

- (1) Full payment of accumulated sick leave in case of death;
- (2) Fifty percent (50%) payment of accumulated sick leave at time of retirement. For all active full-time bargaining unit members whose effective date of retirement is on or between July 1, 2009 and June 30, 2012, the City will make a sixty-five percent (65%) payment of accumulated sick leave at time of retirement. This sixty-five percent (65%) accumulated sick leave payment upon retirement shall expire on June 30, 2012. If there is no successor Agreement on July 1, 2012, the fifty percent (50%) payment of accumulated sick leave at time of retirement shall apply.

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

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RETIREMENT INCENTIVE PACKAGE

The City will offer a voluntary retirement incentive plan to CHPEA bargaining unit members who are eligible for a normal or early retirement by September 30, 2009 and elect to retire during the window period. The “window period” for said election shall be sixty (60) continuous calendar days in length and will begin ten (10) days after approval of this Tentative Agreement by the Court of Common Council. “Normal Retirement” and “Early Retirement” are defined in accordance with the City’s Municipal Code and the respective Collective Bargaining Agreement(s). This retirement incentive plan shall not apply to any employee whose last day worked was prior to the commencement of the window period and/or is currently on vacation run-out.

Any eligible bargaining unit member who wishes to elect this retirement incentive plan must submit his or her election in writing on the prescribed Retirement Incentive Election Form to the Human Resources Department, with a copy to the Department Head, by the end of the window period. If the eligible bargaining unit member elects to retire under this retirement incentive plan, his or her last day worked with the City must be no later than Wednesday, September 30, 2009.

An eligible bargaining unit member who elects to retire under this retirement incentive package shall elect one (1) of the following retirement incentive options described below. **THE DECISION BY THE ELIGIBLE EMPLOYEE TO RETIRE UNDER THIS RETIREMENT INCENTIVE PLAN AND THE INCENTIVE OPTION ELECTED IS FINAL AND IRREVOCABLE.**

Option 1:

Up to four (4) years of additional pension service credit (at the applicable pension multiplier) for purposes of calculating the bargaining unit member’s retirement allowance.

- OR -

Option 2:

Up to a maximum of three (3) years of City-paid health insurance under the City’s retiree health insurance plan, not to include the Health Net or Blue Care options. The duration of such City-paid health insurance eligibility shall be dependent upon the retiring employee’s age and contractual benefits. Such City-paid health insurance shall be provided only at the eligible employee’s current level of coverage (Individual, 2-Person, Family) as of July 1, 2009. Any spouse or dependent not currently covered under the eligible bargaining unit member’s active health insurance plan cannot be added in the future, with the exception of the birth or adoption of a child who may be added to the retired employee’s plan provided the retired employee pays 100% of the difference between the new level of coverage (if applicable) and the level of coverage at the time of retirement. Such City-paid health insurance shall begin immediately upon the effective date of the eligible employee’s retirement and run continuously until the expiration of the eligibility period. Should an eligible employee or his or her spouse turn age sixty-five (65) while receiving City-paid health insurance, such City-paid health insurance shall cease for the eligible employee or his or her spouse effective in the month in which he or she turns age sixty-five (65).

Eligible employees who elect “Option 2” may “purchase” up to a maximum of two (2) years of the City’s retiree health insurance through the exchange of their sick and/or vacation payout after any applicable taxes. To be eligible to purchase the City’s retiree health insurance,

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the bargaining unit member cannot opt to receive his or her vacation payout on a weekly or bi-weekly basis. Such “purchase” is only applicable to health insurance coverage up to age sixty-five (65) for the eligible employee or his or her spouse and shall be made in whole year increments, which will not be refundable under any circumstance. The eligible employee shall waive his or her payment for sick and/or vacation payout, or any portion thereof, used to “purchase” this additional retiree health insurance. The exchange rate for this purchase shall be at the following annual amounts, which reflects the Anthem allocation rates for FY 2009-10:

Individual:	\$ 7,564.20
2 Person:	\$16,572.12
Family:	\$21,569.40

Any additional “purchased” retiree health insurance shall begin immediately upon the expiration date of the City-paid health insurance eligibility period.

All eligible bargaining unit members who retire under this retirement incentive plan will be allowed to retire under the health insurance plan in effect on July 1, 2009.

Any eligible employee who elects to retire under this retirement incentive plan and subsequently becomes employed full-time at the City of Hartford or Board of Education while still receiving City-paid health insurance, will immediately forfeit their right to receive or resume at any point in time such City-paid health insurance, or any portion thereof, that was given as a result of this retirement incentive plan.