

MUNICIPAL ACCOUNTABILITY REVIEW BOARD

MEMORANDUM

TO: Members of the Municipality Review Board (MARB)

FROM: Robert Dakers, OPM

SUBJECT: City of Hartford and School Crossing Guards Tentative Agreement: July 1, 2015 to June 30, 2018

DATE: December 3, 2018

Attached please find information received related to a tentative agreement labor contract between the City of Hartford and CSEA-SEIU, Local 2001 CTW (School Crossing Guard) for a Collective Bargaining Agreement effective July 1, 2015 to June 30, 2018.

While the new agreement is not yet available for distribution, on Friday, November 30, 2018, the City sent MARB the following information regarding this agreement:

- 1) The Tentative Agreement signed by the union on October 17, 2018 and the Mayor on November 2, 2018 (Note: We are seeking to determine on what date the union ratified the Tentative Agreement).
- 2) A November 26, 2018 cover letter to the Hartford Common Council seeking approval of the tentative agreement and the resolution that was approved by Common Council on that date.
- 3) A power-point presentation from the City regarding the Tentative Agreement.
- 4) The prior Collective Bargaining Agreement for the period of July 1, 2011 to June 30, 2015.

MARB staff will be sending out a memo to you regarding: 1) an analysis of the date by which the MARB would have to take action on this agreement and 2) additional information regarding the substance of the agreement.

Attachments



School Crossing Guards

Summary of Tentative Agreement

- Contract term of 3 Years: FY16 – FY18
- Successfully negotiated 3 years of 0% General Wage Increases
- Incorporated benefits set forth in the City's Personnel Rules & Regulations that already applied to the School Crossing Guards, but were not previously contained in the contract, for easy reference
- Negotiations for a successor agreement will begin immediately
 - Negotiations for the FY16-FY18 contract began in January 2015 under the previous administration, and were protracted due in large part to several changes in the Union's negotiating team at both the state and local level.
 - Initial proposals in January 2015 included wage increases, and did not include major structural changes to benefits (though many such changes were achieved as a result of negotiations for the 2011-2015 contract—see next slide). Traditional interest arbitration would undoubtedly result in a net cost to the City.



School Crossing Guards Historical Changes

Structural Changes Made in 2011-2015 School Crossing Guards Contract

- Successfully negotiated a new wage scale for employees hired after April 23, 2013 that reduced wages by approximately 15%
- Increased employee contributions for health insurance by 3½% over the term of the contract (5.5% to 9%)
- Eliminated dependent health care coverage for employees hired after April 23, 2013
- Adjusted Retiree Health Insurance
 - **Pre 2013 (on or after 4/23/13):** Eliminated the ability to purchase medical and dental insurance through the City at age 65
 - **New Hires (after 4/23/13):** Option to purchase RETIREE ONLY medical and dental insurance through the City at 100% of the cost until the retiree attains age 65. Thereafter, not able to purchase or otherwise remain on any City health insurance
- Eliminated pension benefits under the City's Municipal Employee's Retirement Fund for all employees hired on or after April 23, 2013; these employees have the option to participate in a 457b plan instead (no City match)



School Crossing Guards

Summary of SCGA Active Employees as of 11/16/18			
Personnel Status	Employees	Period	Annual
2_Part / Seasonal Time Employees	59		609,525
Grand Total	59	0	609,525
<i>*All Funds</i>			
Average Salary - FT All Funds			10,331
<p><i>* The total SCG expenses include Part-time actuals of \$610K and fringe benefits for a total of approximately \$1.1M annually.</i></p>			

INTRODUCED BY:
Luke Bronin, Mayor

COURT OF COMMON COUNCIL
City of Hartford, November 26, 2018

WHEREAS, The Mayor presents a Tentative Agreement dated November 2, 2018 between the City of Hartford ("City") and CSEA-SEIU, Local 2001 CTW (School Crossing Guards) ("Local 2001 School Crossing Guards") covering the period of July 1, 2015 through June 30, 2018; and

WHEREAS, The Tentative Agreement, subject to approval by the Court of Common Council, provides for three years of wage freezes for current employees, resulting in significant cost avoidance for the City; and

WHEREAS, The Mayor recommends approval of the Tentative Agreement;

NOW THEREFORE BE IT

RESOLVED, That the Tentative Agreement dated November 11, 2018 between the City and CSEA-SEIU, Local 2001 CTW (Crossing Guards), covering the period of July 1, 2016 through June 30, 2018 is hereby approved; and be it further

RESOLVED, That the Court of Common Council authorizes the Mayor, or his designee, to execute all necessary documents and agreements to implement the approved agreement; and be it further

RESOLVED, That the Mayor is hereby authorized to execute any and all manner of other documents and to take such other actions as he and the Corporation Counsel may deem appropriate and in the best interest of the City in order to effectuate the above transaction; and be it further

RESOLVED, That no person or entity shall be entitled to rely on, or otherwise claim any benefit by reason of this resolution should the Mayor fail to execute the aforementioned agreement or other documents, or to take any of the other aforesaid actions; and be it further

RESOLVED, That all approvals and authorizations provided hereby are contingent upon, and only shall be effective on and by means of, the Mayor executing such agreement and documents, and taking such actions, all of which shall be, in form and substance, acceptable to the Mayor and the Corporation Counsel.

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CITY OF HARTFORD

AND

THE SCHOOL CROSSING GUARD'S ASSOCIATION

JULY 1, 2011 – JUNE 30, 2015

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PREAMBLE

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

ARTICLE 1 RIGHTS AND RECOGNITION

SECTION 1.1 RECOGNITION

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

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

SECTION 1.2 MANAGEMENT RIGHTS

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

SECTION 1.3 ASSOCIATION ACTIVITIES

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

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

SECTION 1.4 DUES CHECK OFF/AGENCY SHOP

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

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

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

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

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

**ARTICLE 2
PERSONNEL, WAGES AND BENEFITS**

SECTION 2.1 PERSONNEL RULES

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

SECTION 2.2 WAGES

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 2.3 BI-WEEKLY SCHEDULE

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

SECTION 2.4 INSURANCE AND BENEFITS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 2.5 HMO OPTION

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

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

SECTION 2.6 HOLIDAYS

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

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

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

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

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

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

SECTION 2.7 INCLEMENT WEATHER

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

SECTION 2.8 VACATION

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

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

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

SECTION 2.9 SICK LEAVE

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

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

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

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

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

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

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

SECTION 2.10 BEREAVEMENT LEAVE

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

SECTION 2.11 PENSIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 2.12 SEPARATIONS

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

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

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

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

SECTION 2.13 SENIORITY

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

SECTION 2.14 UNIFORMS

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

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

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

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

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

SECTION 2.15 TRAINING

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

SECTION 2.16 ASSIGNMENTS

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

ARTICLE 3 SUBSTITUTE POOL

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

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

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

ARTICLE 4 GRIEVANCE PROCEDURE

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 5 COVENANTS

SECTION 5.1 SAVING CLAUSE

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

SECTION 5.2 ENTIRE AGREEMENT

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

SECTION 5.3 DURATION

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

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

CITY OF HARTFORD

SCHOOL CROSSING GUARD'S ASSOCIATION

Pedro E. Segarra, Mayor

SCGA President

Date

Date

Approved as to legality and form

Corporation Counsel

APPENDIX A

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

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

PREVENTIVE CARE

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

MEDICAL CARE

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

APPENDIX A

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

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

EMERGENCY CARE

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

OTHER HEALTH CARE

Outpatient Rehabilitative Services <i>50 visit maximum for PT, OT & Chiro per year – excess covered as out of network</i> <i>PT and OT</i> <i>ST and Chiro</i>	No Charge \$20 Copayment	Deductible & Coinsurance
Prosthetic Devices	No Charge	
Durable Medical Equipment	No Charge	
Breast Implant Removal - <i>\$1,000 Maximum</i>	No Charge	
Lasik Surgery	Not Covered	Not Covered
Sex Change Operation	Not Covered	Not Covered
Nicorette	Not Covered	Not Covered
Rogaine	Not Covered	Not Covered

MENTAL HEALTH/SUBSTANCE ABUSE CARE

Inpatient	\$150 Copayment	Deductible & Coinsurance
Outpatient/Office Visits	\$20 Copayment	

***Schedule of Health Examinations:**

One (1) exam per month from birth through six (6) months

One (1) exam every two (2) months from six (6) months through eleven (11) months

APPENDIX A

- One (1) exam every three (3) months from twelve (12) months through twenty-three (23) months
- One (1) exam every six (6) months from twenty-four (24) months through thirty-five (35) months
- One (1) exam annually from three (3) through seventeen (17) years
- One (1) exam every three (3) years from eighteen (18) through twenty-nine (29) years
- One (1) exam every two (2) years from thirty (30) through forty-nine (49) years
- One (1) exam annually from fifty (50) years and older

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

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

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

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

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

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

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

APPENDIX A

How To Use The 3-Tier Managed Prescription Drug Program

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

Copayments and Day Supplies

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

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

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

PHARMACY PROGRAMS

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

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

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

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

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

Court of Common Council

13



CITY OF HARTFORD
550 MAIN STREET
HARTFORD, CONNECTICUT 06103

Shawn T. Wooden, Council President
Alexander Aponte, Majority Leader
Larry Deutsch, Minority Leader

John V. Bazzano, Town and City Clerk

Kyle K. Anderson, Councilman
Joel Cruz, Jr., Councilman
Raúl De Jesús, Jr., Councilman
Cynthia R. Jennings, Councilwoman
Kenneth H. Kennedy, Jr., Councilman
David MacDonald, Councilman

April 23, 2013

This is to certify that at a meeting of the Court of Common Council, April 22, 2013, the following RESOLUTION was passed.

Whereas, The Mayor has presented a Tentative Agreement between the City of Hartford ("City") and the School Crossing Guard's Association (hereinafter, "SCGA"), covering the period of July 1, 2011 through June 30, 2015, and

Whereas, The City of Hartford and SCGA have worked diligently to resolve a number of Labor-Management proposals relating to wages, hours of work, and other conditions of employment, and

Whereas, The City of Hartford and SCGA entered into a signed Tentative Agreement on March 13, 2013, which was ratified by SCGA members on February 27, 2013, and

Whereas, The Tentative Agreement must be acted on within forty-four (44) days of the signing of the Tentative Agreement in accordance with the State of Connecticut Municipal Employee Relations Act (MERA); and

Whereas, The Mayor recommends approval of the Tentative Agreement, now, therefore, be it

Resolved, That the Tentative Agreement dated March 13, 2013 between the City and the School Crossing Guard's Association, covering the period of July 1, 2011 through June 30, 2015 is hereby approved, and be it further

Resolved, That the Court of Common Council authorizes the Mayor, or his designee, to execute all necessary documents and agreements, and be it further

Resolved, That the Mayor is hereby authorized to execute any and all manner of other documents and to take such other actions as he and the Corporation Counsel may deem appropriate and in the best interest of the City in order to effectuate the above transaction, and be it further

Resolved, That no person or entity shall be entitled to rely on, or otherwise claim any benefit by reason of this resolution should the Mayor fail to execute the aforementioned agreement or other documents, or to take any of the other aforesaid actions, and be it further

Resolved, That all approvals and authorizations provided hereby are contingent upon, and only shall be effective on and by means of, the Mayor executing such agreement and documents, and taking such actions, all of which shall be, in form and substance, acceptable to the Mayor and the Corporation Counsel.

Attest:

A handwritten signature in black ink, appearing to read "John Bazzano", with a long, sweeping horizontal flourish extending to the right.

**John V. Bazzano,
City Clerk.**

MUNICIPAL ACCOUNTABILITY REVIEW BOARD

MEMORANDUM

TO: Members of the Municipality Review Board (MARB)

FROM: Robert Dakers, OPM

SUBJECT: City of Hartford Board of Education and the Buildings and Grounds Supervisors, Local #818 of Council #4, AFL-CIO, AFSCME

DATE: December 3, 2018

At its November 20, 2018 meeting, the Hartford Board of Education (BOE) approved the proposed collective bargaining agreement between the Hartford Board of Education and the Buildings and Grounds Supervisors, Local #818 of Council #4, AFL-CIO, AFSCME for a term of July 1, 2018 and June 30, 2022. The parties reached the tentative agreement on October 2, 2018 and the union ratified it on November 14, 2018.

In this regard, attached please find:

- 1) The Tentative Agreement dated October 2, 2018;
- 2) A brief summary of the agreement;
- 3) The full agreement for the prior contract, July 1, 2014 to June 30, 2018; and
- 4) Some cost and comparison information regarding health insurance.

MARB staff will be sending out a memo with additional information regarding the proposed agreement

This agreement was negotiated by the Hartford BOE and the union under the Municipal Employees Relations Act and was reportedly not subject to review by the Common Council under the Municipal Employees Relations Act. Section 367 of Public Act 17-2 provides the MARB with the same opportunity as the municipal legislative body to approve or reject collective bargaining agreements or amendments in Tier III municipalities. OPM is currently reviewing what role the MARB may have with regard to MERA contracts negotiated by local boards of education.

Please contact MARB staff with any questions you may have.

Attachments

Tentative Agreement October 2, 2018

THE HARTFORD BOARD OF EDUCATION

AND

THE BUILDINGS AND GROUNDS SUPERVISORS

LOCAL #818 OF COUNCIL #4, AFL-CIO

**AMERICAN FEDERATION OF STATE, COUNTY, AND
MUNICIPAL EMPLOYEES**

**TENTATIVE AGREEMENT FOR A
SUCCESSOR BARGAINING AGREEMENT**

October 2, 2018

The Hartford Board of Education and the Buildings and Grounds Supervisors Local #818 of Council #4, AFL-CIO tentatively agree to a Collective Bargaining Agreement to be in full force and effect for the period commencing July 1, 2018 through June 30, 2022 subject to the ratification of the Buildings and Grounds Supervisors Local #818 of the Council #4, AFL-CIO, and approval by both the Hartford Board of Education and the Municipal Accountability Review Board of the State of Connecticut. The July 1, 2014 through June 30, 2018 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.

HARTFORD BOARD OF EDUCATION

LOCAL 818, BUILDINGS & GROUNDS
SUPERVISORS

BY

Melinda B. Kaufmann 11/15/18
Melinda B. Kaufmann,
Chief Negotiator

BY

Kathleen S. Cooper 11/15/18
Kathleen S. Cooper
Staff Representative, AFSCME
Chief Negotiator

Tentative Agreement October 2, 2018

ARTICLE III

UNION SECURITY

- A. The Board agrees to deduct via payroll dues or a representation fee for all members of the bargaining unit, who give express written permission to the unless an individual member gives notice to the Chief Talent Officer/Executive Director of Human Resources, in writing, that he or she wishes to have deducted the service fee only for such fee to be deducted via payroll.
- F. ~~All employees shall, as a condition of continued employment, join the Union or pay to the Union a representation fee not greater than the amount of dues uniformly required of members of the exclusive bargaining representative organization, set by the Union in accordance with law.~~

ARTICLE VIII

LEAVE PROVISION

- D. ~~Bargaining unit personnel are entitled to carry their accumulated sick leave from another bargaining unit in the City of Hartford or the Hartford Board of Education and such sick leave may be applied for severance pay at the time of their retirement in accordance with ARTICLE VIII, E.~~
- D. Bargaining unit personnel are entitled to carry their accumulated sick leave from Local 566 of Council #4 and such sick leave may be applied for severance pay at the time of their retirement in accordance with ARTICLE VIII, E. Bargaining unit personnel may not carry their sick leave from any other bargaining unit at the City of Hartford or the Hartford Board of Education.

MBN 11/5/18
KSC 11/15/18

ARTICLE VIII

LEAVE PROVISIONS

E. Severance

Any employee hired into the bargaining unit on or after July 1, 2018, upon retirement, shall not have a right to pay out for any unused sick leave accumulation except that bargaining unit personnel who are promoted from Local 566 of Council #4, upon retirement shall be entitled to payout of sick leave on the same terms as bargaining unit members hired after January 9, 2006.

Any employee hired into the bargaining unit after January 9, 2006, shall receive, upon retirement, on the basis of his/her current wages, full compensation for up to the first forty (40) days, or thirty percent (30%), of his/her unused sick leave accumulation, capped at the greater of his/her actual sick leave accumulation as of June 30, 2008 or two hundred (200) days, whichever is greater.

Any employee hired into the bargaining unit before June 3, 2003, shall receive, upon retirement, on the basis of his/her current wages, full compensation for up to the first forty (40) days, or forty percent (40%), of his/her unused sick leave accumulation, capped at the greater of his/her actual sick leave accumulation as of January 9, 2006, or two hundred (200) days.

Any employee hired into the bargaining unit on or after June 3, 2003 and on or before January 9, 2006, shall receive, upon retirement, on the basis of his/her current wages, full compensation for up to the first forty (40) days, or forty percent (40%) of his/her unused sick leave accumulation capped at the greater of his/her actual sick leave accumulation as of June 30, 2008 or two hundred (200) days, whichever is greater.

In the event of an employee's death, his spouse and/or minor children shall receive on the basis of the employee's current wages, full compensation for any of the employee's unused accumulation of sick leave. In the event that the employee has neither a spouse nor children, the compensation for the unused sick leave shall be given to the estate of the deceased employee.

MBL 11/15/10
KSC 4/15/18

ARTICLE VIII

LEAVE PROVISIONS

F. Leaves of Absence - Employees shall be granted special leave of absence with full pay for the following reasons:

1. Jury Duty - ~~Employees shall be entitled to full pay at current base rate for absence due to jury duty provided that reimbursement for same and regular pay together does not exceed employee's regular wage. An employee wishing not to serve or to delay serving shall notify the court and the Human Resource Office as soon as possible. Employees shall be entitled to full pay at the current base rate for up to five days of absence due to jury duty, provided that any reimbursement for the same and regular pay together does not exceed the employee's regular wage. Subject to accrued personal time, thereafter leave shall be granted without pay. Employees who have used all of their personal leave for the year may use up to thirty (30) days of paid sick leave in lieu of leave without pay.~~

ARTICLE VIII

LEAVE PROVISIONS

F. Leaves of Absence - Employees shall be granted special leave of absence with full pay for the following reasons:

6. Personal Days - Employees shall be allowed a total of not more than five (5) days a year, to be deducted from accrued sick time, for any or all of the following:
 - a. Holy days not to exceed three (3) days in any year;
 - b. Quarantine;
 - c. Absence of husband-spouse for birth of child to wife not to exceed two (2) days in any year and absence for parent for adoption of child not to exceed two (2) days in any work year;
 - d. Temporary absence for personal reasons limited to situations not under the control of the employee, which make such absence from service necessary;
 - e. In the event of serious illness or death of wife, husband, mother, father, son, daughter, grandfather, grandmother, grandchildren, father-in-law, mother-in-law, uncle, aunt, or child related by blood or marriage or member of his immediate household, not to exceed five (5) days in any school year.

MBR 11/15/18
KCC 11/15/18

Tentative Agreement October 2, 2018

An employee who has taken personal leave on an emergency basis, must make the necessary arrangement to file the Confidential Leave Request Form upon the date of his/her return from leave. Failure to do so will mean loss of pay for that day.

ARTICLE IX

WAGES

C. Effective July 1, 2018, bargaining unit members shall receive a 0% general wage increase.

Effective July 1, 2019, bargaining unit members shall receive a 1% general wage increase.

Effective July 1, 2020, bargaining unit members shall receive a 2% general wage increase.

Effective July 1, 2021, bargaining unit members shall receive a 2% general wage increase.

This provision is subject to the provisions of Appendix A.

ARTICLE IX

WAGES

F. The pay grid for classification range 65, 67, 68 and 69 set forth in Appendix A shall be increased by \$3,900 (\$325 per month) to cover all mileage and travel reimbursement.¹

The pay grid for classification range 64 set forth in Appendix A shall be increased by \$2,100 (\$175 per month) to cover all mileage and travel reimbursement.

The pay grid for classification range 63 set forth in Appendix A shall be increased by \$1,800 (\$150 per month) to cover all mileage and travel reimbursement.

Bargaining unit members shall not be eligible for any reimbursement for mileage effective July 1, 2018.

This change will be effective July 1, 2018. Any reimbursement received for mileage incurred during the 2018-2019 school year will be deducted from this amount for the 2018-2019 school year.

¹ This codifies the January 2, 2013 MOU regarding classifications 64, 67, 69 and is not an additional increase.

MBK 11/15/18
KSC 11/15/18

Tentative Agreement October 2, 2018

ARTICLE XIX

EFFECTIVE DATE

A. This Agreement shall be in full force effective upon signing and shall remain in full force and effect until the Thirtieth day of June 2022~~18~~ and thereafter shall continue in effect from year to year, if both parties so agree. It may be amended at any time by mutual agreement or upon the anniversary date of said Agreement by giving to the other party not less than sixty (60) days written notice of intention to propose amendments.

IN WITNESS WHEREOF, the parties have set their hands this _____ day of _____, 2018~~4~~.

HARTFORD BOARD OF EDUCATION

LOCAL 818, BUILDINGS & GROUNDS
SUPERVISORS

BY _____

BY _____

Negotiating Team:
M. Kaufmann
C. Bazzano
N. Banks

Negotiating Team:
K. Cooper
S. Kanitis
S. Periera

MSK 11/15/18
KSC 11/15/18

Tentative Agreement October 2, 2018

APPENDIX A

**Maximum and Minimum for will be increased as follows

<u>2019-2020</u>	<u>1%</u>
<u>2020-2021</u>	<u>2%</u>
<u>2021-2022</u>	<u>2%</u>

At the Administration's sole discretion, any member not at the top of the salary range, may be given a salary placement greater than the agreed upon increase. Any member newly hired to the unit or placed in another classification within the unit, shall be placed anywhere within the applicable salary range. This paragraph shall not be subject to the grievance procedure.

MPK 11/15/18
KSC 11/15/18

Tentative Agreement October 2, 2018

APPENDIX B

A. High Deductible Health Plan with a Health Savings Account ("HSA"):

Effective July 1, 2018, ~~the only insurance available to bargaining unit members will be any member who meets the eligibility requirements may elect to participate in the High Deductible Health plan with a Health Savings Account.~~ the only insurance available to bargaining unit members will be any member who meets the eligibility requirements may elect to participate in the High Deductible Health plan with a Health Savings Account.

~~All employees initially hired by the Board and starting work in Local 818 on or after July 1, 2015, may only enroll in the HDHP with HSA and not have access to the PPO plan. If an employee is hired into the unit while already enrolled in the district PPO plan, he/she shall be permitted to remain in such plan. Any member who elects the High Deductible Health Plan with the HSA shall not thereafter return to the PPO.~~

Members who participate in the HDHP/HSA shall contribute the following percentages toward the annual premium or fully insured premium equivalent costs, including employer contribution to the HSA, for individual coverage on the HSA plan:

<u>July 1, 2015:</u>	<u>15%</u>
<u>July 1, 2016:</u>	<u>17%</u>
<u>July 1, 2018</u>	<u>17%</u>
<u>July 1, 2019</u>	<u>18%</u>
<u>July 1, 2020</u>	<u>19%</u>
<u>July 1, 2021</u>	<u>20%</u>

The Board shall pay the remainder of the cost of the annual premium for individual and family coverage. Employee deductions shall be made pursuant to a Section 125 Trust.

In-Network services shall be subject to a \$2,000 deductible for an individual plan and \$4,000 per family . The plan pays 100% in network services after the deductible, except for prescription drugs (Rx). Out-of-Network services shall be subject to a 20% coinsurance for an individual plan up to a yearly maximum of \$2,000 individual and \$4,000 per family. Out of network out of pocket maximum is \$4,000 per individual and \$8,000 per family (including the deductible)

Employee payroll deductions shall be made in accordance with the Board's Section 125 Premium Conversion Plan.

In-Network visits shall be subject to a \$2,000 deductible coinsurance for an individual plan. In-Network visits shall be subject to a \$4,000 deductible coinsurance for a family plan.

MBN 11/15/18
KSC 11/15/18

Tentative Agreement October 2, 2018

Out-of-Network visits shall be subject to a 20% coinsurance for an individual plan up to a yearly maximum of \$2,000. Out-of-Network visits shall be subject to a 20% coinsurance for a family plan up to a yearly maximum of \$4,000.

Upon reaching the deductibles, there shall be a Rx co-payment applied as follows:

Generic:	\$5
Brand (formulary):	\$15
Brand (non-formulary):	\$30

Up to an out of pocket maximum of \$1,000 per individual and \$2,000 per family.

There shall be a mandatory generic substitution (mandatory generic may be overridden by written explanation of medical necessity of brand name drug by patient's physician).

Local 818 agrees that any portion of the health, dental or prescription drug plan may be self-insured or insured at the sole discretion of the Board.

The parties acknowledge that the Board's fifty percent (50%) contribution toward the funding of the HSA plan is not an element of the underlying insurance plan, but rather relates to the manner in which the deductible shall be funded for active employees. The Board shall have no obligation to fund any portion of the HSA deductible for retirees or other individuals upon their separation from employment or departure from the Union.

Any member who is enrolled in Medicare may not participate in the HSA and must participate in a health retirement account (HRA).

1. The Union agrees that the Health Insurance Plan may be self-funded or insured. The Alternate Insurance language contained herein shall apply only to the benefit levels and portability of the plan.

NOTE: The above benefit descriptions may be subject to the terms and conditions of the City of Hartford's Split Funded contract, if such contract is in place.

1. Dental Plan fully paid for the employee and the employee's enrolled dependent(s). Employees and their enrolled dependents will be provided riders A,B,C,D, and E (DC) up to age 25) at no cost. Currently, the Board uses the Anthem BlueCross/Blue Shield product.
2. If the employee or the employee's dependent(s) become ineligible for medical or dental coverage they can purchase the coverage at their own expense at the fully insured group rate plus the 2% administration fee in accordance with the Congressional Omnibus Budget Reconciliation Act (COBRA).

MSL 11/15/18
KSC 11/15/18

Tentative Agreement October 2, 2018

APPENDIX B

The parties recognize that the current group health plan benefits may result in the imposition of an excise tax under the Affordable Care Act. If the total cost of any of the group health plans offered under this Agreement triggers an excise tax pursuant to the Affordable Care Act or any other federal, state or local statute or regulation, then the City of Hartford/Hartford Board of Education shall have the right to offer a group health plan(s) with a total cost that falls below the excise tax thresholds. Eligible employees will be given the option to enroll in any such lower cost coverage option. If an employee enrolls in a coverage option that triggers the excise tax, 100% of any such tax shall be borne solely by the employee.

MBK 11/15/18
KSC 11/15/18

Tentative Agreement October 2, 2018

SIDE LETTER
BETWEEN

THE HARTFORD BOARD OF EDUCATION

AND

THE BUILDINGS AND GROUNDS SUPERVISORS
LOCAL NO. 818 OF COUNCIL 4, AFL-CIO, AFSCME

Effective July 1, 201~~8~~5, the Board shall contribute ~~fifty-five percent (55%)~~ fifty (50%) of the applicable HSA deductible amount. The Board's contribution toward the HSA deductible will be deposited into the HSA accounts in two equal installments, the first on or about July 1, 201~~8~~5 and the second on or about January 1, 201~~9~~46. Effective July 1, 201~~9~~6, the Board shall contribute fifty percent (50%) of the applicable HSA deductible amount. The Board's contribution toward the HSA deductible will be deposited into the HSA accounts in two equal installments, the first on or about July 1, 201~~9~~6 and the second on or about January 1, 2020~~17~~. Effective July 1, 2020, the Board shall contribute fifty percent (50%) of the applicable HSA deductible amount. The Board's contribution toward the HSA deductible will be deposited into the HSA accounts in two equal installments, the first on or about July 1, 2020 and the second on or about January 1, 2021. The Board's contribution will be pro-rated for members hired after July 1st in any year.

The parties acknowledge that the Board's fifty percent (50%) contribution toward the funding of the HSA plan is not an element of the underlying insurance plan, but rather relates to the manner in which the deductible shall be funded for active employees. The Board shall have no obligation to fund any portion of the HSA deductible for retirees or other individuals upon their separation from employment.

If the contract expires and a new contract has not been negotiated, the Board's contribution toward the deductible shall continue at the last applicable rate.

MBL 11/15/18
KSC 11/15/18

CONFIDENTIAL

Brief Summary of Buildings and Grounds Supervisors (Local 818)

The contract expired on June 30, 2018. The parties reached a tentative agreement on October 2, 2018. The Union ratified the agreement on November 14, 2018. The new contract would be effective July 1, 2018 – June 30, 2022. This group is currently comprised of 6 employees.

Salary

2018-2019	0% GWI for eligible members
2019-2020	1% GWI for eligible members (\$4,337.67 new money)
2020-2021	2% GWI for eligible members (\$8,762.09 new money)
2021-2022	2% GWI for eligible members (\$8,937.33 new money)

Insurance

It will become mandatory for all bargaining unit members to be on the High Deductible Health Plan with a Health Savings Account (HSA) as of January 1, 2019

- Premium Cost Share
 - January 1, 2019 17%
 - July 1, 2019 18%
 - July 1, 2020 19%
 - July 1, 2021 20%

- In-Network services shall be subject to a \$2,000 deductible for an individual plan and \$4,000 per family. The plan pays 100% in network services after the deductible, except for prescription drugs (Rx).
- Out-of-Network services shall be subject to a 20% coinsurance for an individual plan up to a yearly maximum of \$2,000 individual and \$4,000 per family. Out of network out of pocket maximum is \$4,000 per individual and \$8,000 per family (including the deductible)

- Upon reaching the deductibles, there shall be a Rx co-payment applied as follows:
 - Generic: \$5
 - Brand (formulary): \$15
 - Brand (non-formulary): \$30
 - Up to an out of pocket maximum of \$1,000 per individual and \$2,000 per family.

- For the duration of the contract, the Board shall contribute fifty percent (50%) of the applicable HSA deductible amount.

Other Cost Saving Measures

- New members of the bargaining unit will only be able to carry over their accumulated sick leave from Local 566 of Council #4. Employees from other bargaining units at the HBOE or other bargaining unit from the City of Hartford will no longer be able to transfer their accumulated sick leave.

- With the exception of employees who are promoted into the bargaining unit from Local 566, new employees to the bargaining unit will not have the right to payout of accumulated sick leave at retirement.
- Paid leave for jury duty has been reduced from unlimited to five (5) days. Employees may use up to an additional thirty (30) days of paid sick leave to cover additional jury duty, if they have such leave available.
- Mileage reimbursement – in lieu of mileage and travel reimbursement, the pay grids for the following positions will be increased as follows:

65, 67, 68 and 69	\$3,900 per year (codifies a prior MOU for grids 67 and 69)
64	\$2,100 per year (codifies a prior MOU for grid 64)
63	\$1,800 per year

Language Changes

- The Board agrees to deduct via payroll dues or a representation fee for all members of the bargaining unit who give express written permission to the Executive Director of Human Resources for such fee to be deducted via payroll.
- The parties recognize that the current group health plan benefits may result in the imposition of an excise tax under the Affordable Care Act. If the total cost of any of the group health plans offered under this Agreement triggers an excise tax pursuant to the Affordable Care Act or any other federal, state or local statute or regulation, then the City of Hartford/Hartford Board of Education shall have the right to offer a group health plan(s) with a total cost that falls below the excise tax thresholds. Eligible employees will be given the option to enroll in any such lower cost coverage option. If an employee enrolls in a coverage option that triggers the excise tax, 100% of any such tax shall be borne solely by the employee.

DRAFT

Hartford Board of Education - Active Buildings and Grounds Example

Medical, Prescription Drug, and Dental Employee Contributions

July 1, 2018 to June 30, 2019											
Full Conversion to HSA											
Enrollment Tier	Count	Fully-Insured			Employee			Fully-Insured			Contribution Change
		Rate	Contribution	BOE HSA	Rate	Contribution	BOE HSA	Rate	Contribution	BOE HSA	
PPO PLAN		HDP/W/HEALTH SAVINGS ACCOUNT									
	Count	Equivalent Rate	EE % of Premium	BOE Total	EE % of Premium	Equivalent Rate	Employee Contribution	BOE HSA Contribution	BOE Total	EE % of Premium	Contribution Change
Employee Only	0	\$1,250.11	20%	\$1,000.09	20%	\$971.95	\$165.23	\$83.33	\$890.05	17%	-34%
Employee + 1	2	\$2,545.85	20%	\$2,036.68	20%	\$1,963.11	\$333.73	\$166.67	\$1,796.05	17%	-34%
Employee + Family	3	\$3,420.80	20%	\$2,736.64	20%	\$2,603.39	\$442.58	\$166.67	\$2,327.48	17%	-35%
Total Annual Premium	5	\$184,249	20%	\$147,399	20%	\$140,837	\$23,942	\$10,000	\$126,894	17%	-35%
Estimated Total		\$184,249		\$147,399	20.0%	\$140,837	\$23,942	\$10,000	\$126,894	17.0%	-35.0%

CHANGE IN BOE REVENUE	N/A
ESTIMATED EXPENSE SAVINGS	(\$12,907)
CHANGE IN BOE NET COST	\$33,413
	\$20,505

NOTES:

1. The July 1, 2018 funding rates above are from the budget projections report released in March 2018.
2. Enrollment counts above reflect Active Buildings and Grounds PPO firm divisions 675233 and 675850, as reported by Anthem for August 2018.
3. The employee cost share for the High Deductible Health Plan is based only on the medical, prescription drug, and dental rates. The employee does not pay a percentage of the Board of Education's contribution to the HSAs.
4. This exhibit is used to illustrate the estimated revenue and claims impact to the Board of Education based on employee cost shares charged on the fully-insured equivalent rates. Please note that the "BOE Total" columns are not reflective of the Board of Education's actual projected costs for the fiscal year ending June 30, 2019.

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
THE HARTFORD BOARD OF EDUCATION
AND
THE BUILDINGS AND GROUNDS SUPERVISORS
LOCAL #818 OF COUNCIL #4, AFL-CIO
AMERICAN FEDERATION OF STATE, COUNTY, AND
MUNICIPAL EMPLOYEES

JULY 1, 2014 – JUNE 30, 2018

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**AGREEMENT BETWEEN THE
HARTFORD BOARD OF EDUCATION
AND
LOCAL 818 OF COUNCIL 4, AFC/SME**

This Agreement is entered into by and between the Hartford Board of Education, herein after referred to as the "Board", and the Connecticut Council #4 of the American Federation of State, County and Municipal Employees, Local No. 818, Buildings and Grounds Supervisors, AFL-CIO, hereinafter referred to as the "Union".

ARTICLE I

UNION RECOGNITION

The Board recognizes the Union as the sole and exclusive bargaining agent for the purposes of collective bargaining on all matters relating to wages, hours of work, and all other conditions of employment for the supervisors working in the Buildings and Grounds Department of the Board, certain supervisors in the Food Services Department of the Board, and all other employees not excluded by Section 7-471(3) of the Connecticut General Statutes as more particularly described in Decision No. ME-4876 of the Connecticut State Board of Labor Relations.

ARTICLE II

BOARD PREROGATIVES

- A. It is recognized that the Board has and will continue to retain, whether exercised or not, the sole and unquestioned right, responsibility, and prerogative to direct the operation of the public schools in the City of Hartford in all its aspect, including, but not limited to the following: to maintain public elementary and secondary schools and such other facilities as in its judgment will best serve the City of Hartford; to determine the care, maintenance, and operation of buildings, lands, apparatus, and other property plans for school buildings; to prepare and submit budgets to the City Council and, in its sole discretion, expend monies appropriated by the City for the maintenance of the schools; and to make such transfers of funds within the appropriated budget as it shall deem desirable.
- B. These rights, responsibilities, and prerogatives are not subject to delegation in whole or in part, except that the same shall not be exercised in a manner inconsistent with the specific provisions of this Agreement.
- C. Notwithstanding the foregoing paragraph, it is recognized by the parties that all matters pertinent to wages, hours and conditions of employment are negotiable under the terms of the Municipal Employee Relations Act and such rights are neither waived nor diminished by the foregoing language which shall be subject to all of the terms of this agreement.

ARTICLE III

UNION SECURITY

- A. The Board agrees to deduct via payroll dues for all members of the bargaining unit, unless an individual member gives notice to the Chief Talent Officer, in writing, that he or she wishes to have deducted the service fee only.
- B. The deduction for any month shall be made during the last payroll period of said month and shall be remitted to the Union, together with a list of names of employees from whose wages such deductions have been made, not later than the fifteenth day of the following month.
- C. Bulletin board space shall be reserved at an accessible place in each principal place of employment for bargaining unit members for the exclusive use of the Union for the posting of all official union notices. Postings required by this Agreement shall be posted on all aforesaid boards.
- D. The Board shall provide each employee with a copy of this Agreement within thirty (30) days of its signing. New employees shall be provided with a copy of this Agreement at the time of hire. The cost of reproducing the document shall be equally borne between the Board and the Union.
- E. The Administration shall notify the Union of newly hired bargaining unit members by copying the Union President on the hire letter.
- F. All employees shall, as a condition of continued employment, join the Union or pay to the Union a representation fee not greater than the amount of dues uniformly required of members of the exclusive bargaining representative organization, set by the Union in accordance with law.
- G. The Union shall hold the Board and City harmless against any and all claims, demands, liabilities, lawsuits, counsel fees or other costs which may arise out of, or by reason of, actions taken against the Board as a result of the administration of the provisions of this article.

ARTICLE IV

SENIORITY

- A. The length of full-time service of the employee with the Board shall determine the seniority of the employee for all provisions of this agreement. In the event that an employee voluntarily resigns from the Board and is rehired more than five (5) days from the date of the resignation, said rehired employee's previously accrued seniority shall not be reinstated.
- B. The Board shall prepare an updated list of all full-time employees in the bargaining units showing their seniority in length of service with the Board and deliver the same to the Union, upon request no more than twice a year.
- C. All job openings shall be posted ten (10) days prior to any action taken by the Board to fill such vacancies or new positions permanently.
- D. New employees shall serve a probationary period of one hundred and twenty (120) working days, excluding all leaves whether authorized or unauthorized and shall have no seniority rights during this period, but shall be subject to all other provisions of this Agreement. All employees who have completed their probationary period shall be full-time employees and shall acquire length of service records as of their date of employment.
- E. During such probationary period, discharge shall be left to the discretion of the employer.
- F. When a vacancy or new position exists the bargaining unit members shall be given first opportunity to fill the position provided he/she is qualified in the reasonable judgment of the Board administration. Qualifications shall include, but shall not be limited to, time and attendance, disciplinary record, and evaluation ratings. Any bargaining unit member deemed qualified as stated above, who applies for a position in a higher classification, will be required to pass a written test and/or oral test/interview given by the following individuals or his/her designee: Executive Director of Facilities, Chief Talent Officer, and President of Local 818. A bargaining unit member, deemed qualified as stated above, who is transferred to a new or vacant position within classification shall have the probationary period to meet the specific qualifications described in the posting/job description. If the employee fails to qualify, the Board will make reasonable efforts to transfer the employee to a vacant position for which the employee is qualified. In the event that the highest scoring bidder or the more senior lateral candidate (whichever applies) does not accept the position, then the position shall be offered to the bargaining unit member with the next highest score, and so on. All positions will be posted, bid, and filled, provided funds to fill the positions are available.

G. Probationary employees shall be laid off prior to any full-time employees.

1. Whenever a position is eliminated and if more than one bargaining unit member is in such a position, the least senior member holding the position shall be laid off first. The Administration may, in its discretion, in conjunction with notification to the Union, deviate from seniority where evaluations reflect less than satisfactory service. The employee whose position is eliminated, pursuant to this paragraph, shall follow the following:
 - (a) to any open position within his seniority unit for which he/she qualified as provided in ARTICLE IV, F;
 - (c) to any open position within the bargaining unit for which he/she qualifies as provided above;
 - (d) to bump the least senior employee within his/her classification;
 - (e) to bump the least senior employee in any position with his/her seniority unit for which he/she is qualified as provided in ARTICLE IV, F; or
 - (f) to bump the least senior employee in any position within the bargaining unit for which he/she is qualified as provided above.
2. Employees cannot bump into a higher classification.
3. Seniority units shall be defined as follows:

Unit 1	Maintenance
Unit 2	Custodial

The President and Secretary of the Union shall be the last to be laid off.
4. Where possible, a displaced employee will be given the opportunity to return to his former position if the same is reinstated within a year of his being displaced.

H. Full-time bargaining unit members, who are laid off, according to the above, shall be placed on a recall list for two (2) years after the date of lay off. They shall be recalled to available positions on the basis of seniority and qualifications. If a bargaining unit member is recalled within two (2) years, he/she shall receive credit for years of service in the bargaining unit. If a bargaining unit member is recalled from the list and does not accept said position, he/she shall be removed from the list, only if offered the position which he/she held at the time of lay-off. Laid off bargaining unit members shall be permitted to maintain insurance benefits at their own expense whenever possible.

A laid off bargaining unit member shall be permitted to maintain pension benefits at his/her own expense, where possible. This paragraph is included for informational purposes only and shall not be subject to the grievance procedure contained in this Agreement.

I. In the event that an employee is assigned to temporarily fill a vacant position within the bargaining unit due to the temporary absence of the employee who is permanently assigned to that position, the permanently assigned employee shall be reinstated to that position upon their return regardless of seniority.

ARTICLE V

HOURS OF WORK, OVERTIME, AND STAND-BY ASSIGNMENTS

- A. The regular hours of work for each employee in the Union shall be defined by the Board. All employees shall be entitled to at least a half an hour for lunch.
- B. Time and one-half shall be paid for:
 - 1. All work performed in one day in excess of the employee's normal workday and all work performed in any one week in excess of the employee's normal workweek.
 - 2. All work performed on Saturday, as such.
 - 3. All overtime work performed on a day other than an employee's regular workday.
 - 4. All work performed on Sunday, as such.
 - 5. All overtime work performed on holidays plus regular holiday pay.

ARTICLE VI

HOLIDAYS

- A. The following holidays shall be observed by the employees covered under this Agreement as days off, on the days designated by the Board:
 - 1. New Year's Day
 - 2. Martin Luther King Day
 - 3. Presidents' Day
 - 4. Good Friday
 - 5. Memorial Day
 - 6. Independence Day
 - 7. Labor Day
 - 8. Thanksgiving Day
 - 9. Day after Thanksgiving Day
 - 10. Christmas Day
- B. When a holiday falls on a weekend, that holiday will be observed on a regular work day.
- C. If school is in session on a holiday, or if there is a failure to observe said holiday, the holiday will be rescheduled.
- D. Whenever any of the holidays listed in ARTICLE VI, A, occurs while an employee is out on sick leave, the employee will not suffer a loss of his/her sick leave bank and said day will be charged as a regular holiday.

ARTICLE VII

VACATIONS

- A. Employees shall start to earn vacation allowances as of their seniority date, once the probationary period described in ARTICLE IV, F, of this Agreement has been completed. Employees may borrow from their vacation accumulation usually allocated the following July 1, provided they have been employed by the Board of Education for a minimum of six (6) months and the number of days borrowed does not exceed that to which he/she would be entitled at the time of borrowing.
- B. Vacations shall be earned on the following basis:
1. Effective July 1, 2003, bargaining unit members shall earn vacation on the following basis:
 - a) Upon initial employment in the bargaining unit, twelve (12) days annually, accrued on a monthly basis
 - b) After 5 years - 15 days annually, accrued on a monthly basis
 - d) After 10 years - 20 days annually, accrued on a monthly basis
 - e) After 15 years - 25 days annually, accrued on a monthly basis
- C. Employees shall not be allowed to carry their vacation into the next school year unless the Superintendent or his/her designee authorizes it. Requests to carry over vacations shall not be unreasonably denied.
- D. Vacations shall be granted at the time requested by the employee whenever possible. If the nature of the work makes it necessary to limit the number of employees on vacation at the same time, the employee with the greater seniority shall be given preference in his/her choice of vacation, wherever possible.
- E. If a holiday occurs during the calendar week in which an employee takes a vacation, the employee's vacation accumulation shall not be charged for such date.
- F. Any employee who is requested to and does work during his/her vacation period shall have his/her unused vacation (with pay) rescheduled to any future period the employee may request whenever possible.
- G. Any employee who is laid-off, discharged, retired, or separated from the service of the Board for any reason, prior to taking his vacation, shall be compensated in cash for the unused vacation he/she has accumulated at the time of separation. In no case shall a bargaining unit member be paid for more than twenty-four (24) vacation days.

ARTICLE VIII

LEAVE PROVISIONS

- A. Sick Leave – Bargaining unit members hired on or after the date the Board ratifies the agreement (June 3, 2003) shall be entitled to an allowance of full salary for sick leave not to exceed in the aggregate eighteen (18) days a year, which shall be accrued at a rate of one and a half (1.5) days per month on active payroll status. Bargaining unit members hired before the date the Board ratifies the agreement (June 3, 2003) shall be entitled to an allowance of full salary for sick leave not to exceed in the aggregate twenty-four (24) days a year, which shall be accrued at a rate of two (2) days per month on active payroll status. The maximum accumulation of sick days shall be two hundred (200) days. The Parties agree that any member, in the unit as of June 30, 2008, who has more than 200 sick days as of June 30, 2008, shall be permitted to accumulate up to the number of sick days earned as of June 30, 2008.
- B. Upon request, the Board shall notify each employee, in writing, in the month of September of each year as to the amount of sick leave used in the past year and the amount accumulated and allocated as of July 1.
- C. Sick leave and personal leave provisions of the Administrative Manual shall remain in effect except in cases where provisions of this contract conflict in which case the contract shall prevail.
- D. Bargaining unit personnel are entitled to carry their accumulated sick leave from another bargaining unit in the City of Hartford or the Hartford Board of Education and such sick leave may be applied for severance pay at the time of their retirement in accordance with ARTICLE VIII, E.
- E. Severance

Any employee hired into the bargaining unit after January 9, 2006, shall receive, upon retirement, on the basis of his/her current wages, full compensation for up to the first forty (40) days, or thirty percent (30%), of his/her unused sick leave accumulation, capped at the greater of his/her actual sick leave accumulation as of June 30, 2008 or two hundred (200) days, whichever is greater.

Any employee hired into the bargaining unit before June 3, 2003, shall receive, upon retirement, on the basis of his/her current wages, full compensation for up to the first forty (40) days, or forty percent (40%), of his/her unused sick leave accumulation, capped at the greater of his/her actual sick leave accumulation as of January 9, 2006, or two hundred (200) days.

Any employee hired into the bargaining unit on or after June 3, 2003 and on or before January 9, 2006, shall receive, upon retirement, on the basis of his/her current wages, full compensation for up to the first forty (40) days, or forty percent (40%) of his/her unused sick leave accumulation capped at the greater of his/her actual sick leave accumulation as of June 30, 2008 or two hundred (200) days, whichever is greater.

In the event of an employee's death, his spouse and/or minor children shall receive on the basis of the employee's current wages, full compensation for any of the employee's unused accumulation of sick leave. In the event that the employee has neither a spouse nor children, the compensation for the unused sick leave shall be given to the estate of the deceased employee.

- F. Leaves of Absence - Employees shall be granted special leave of absence with full pay for the following reasons:
1. Jury Duty – Employees shall be entitled to full pay at current base rate for absence due to jury duty provided that reimbursement for same and regular pay together does not exceed employee's regular wage. An employee wishing not to serve, or to delay serving, shall notify the court and the Human Resource Office as soon as possible.
 2. Injury Leave (Workers' Compensation) – The Board shall follow all applicable laws with regard to workers' compensation.
 3. Military Leave – An employee who is a member of the National Guard or Naval Militia, or of the military or naval forces of the United States, and is required to undergo field training for a short period will receive the difference between his/her salary and payment received from the government, exclusive of the travel allowance.
 4. Union Conventions – Not more than two (2) Union officials shall be allowed the required time without loss of pay to attend official Union conventions and conferences. The maximum time per year shall be limited to five (5) days off per delegate.
 5. Professional Improvement - With the approval of the Board, employees may attend conferences or take courses of study, all of which will contribute to or increase the knowledge of the employee with regard to the job or position.
 6. Personal Days - Employees shall be allowed a total of not more than five (5) days a year, to be deducted from accrued sick time, for any or all of the following:
 - a. Holy days not to exceed three (3) days in any year;
 - b. Quarantine;
 - c. Absence of husband for birth of child to wife not to exceed two (2) days in any year and absence for parent for adoption of child not to exceed two (2) in any work year;
 - d. Temporary absence for personal reasons limited to situations not under the control of the employee, which make such absence from service necessary;

- e. In the event of serious illness or death of wife, husband, mother, father, son, daughter, grandfather, grandmother, grandchildren, father-in-law, mother-in-law, uncle, aunt, or child related by blood or marriage or member of his immediate household, not to exceed five (5) days in any school year.

An employee who has taken personal leave on an emergency basis, must make the necessary arrangement to file the Confidential Leave Request Form upon the date of his/her return from leave. Failure to do so will mean loss of pay for that day.

- G. The Superintendent of Schools may grant leave of absence without pay for a period not to exceed one (1) year. Requests for such leave shall be made in writing to the Superintendent and shall include a statement of the reasons therefore and of the length of leave requested. Leaves without pay shall be granted as professional, childbearing, or family hardship leaves.
- H. During the period of a leave without pay, except for military leave, the employee shall not be credited for length of service. In addition, employees shall not be credited with such time for the purpose of accruing sick leave or vacation time.
- I. Any employee who is on leave of absence without pay shall not be paid for any holiday or sick leave during the period of the absence.
- J. No employee shall lose any seniority standing because of any military service, including service in the National Guard or Organized Reservists.
- K. On return from military service, an employee shall be reinstated in his former job or one of like rank provided that he/she reports for duty within ninety (90) days of his/her discharge from the military service.
- L. The employee's accumulation of sick leave upon leaving shall be retained to his/her credit when he/she returns.

ARTICLE IX

WAGES

- A. The Board acknowledges the Union's right to demand and the Board's obligation to bargain over the impact, if any, of any changes in hours, wages, and other conditions of employment.
- B. Employees who are assigned work which is not part of their regular duties, shall be remunerated in accordance with terms agreed to between the Board and the Union. The minimum rate for said work shall be ten dollars (\$10) per day.
- C. Effective July 1, 2014, bargaining unit members shall receive a 3% general wage increase.

Effective July 1, 2015, bargaining unit members shall receive a 3% general wage increase.

Effective July 1, 2016, bargaining unit members shall receive a 3% general wage increase.

Effective July 1, 2017, bargaining unit members shall receive a 3% general wage increase.

This provision is subject to the provisions of Appendix A.

- D. Any employee whose regularly scheduled work begins after twelve noon shall be paid a premium of ten (10) percent of his/her regular rate.
- E. The Board shall reimburse employees for the cost of obtaining and maintaining a license or degree, which is related to the duties that the employee is performing for the Board in accordance with Appendix C of this Agreement.
- F. The Board shall compensate employees for the use of their car for work at the rate of thirty (30) dollars per month plus mileage reimbursement at the current IRS rate.
- G. Bargaining unit members who have completed one year of satisfactory service in the unit may be reimbursed for up to two (2) courses or six (6) credits per fiscal year up to \$300 per credit from an accredited institution. Reimbursement will only be provided if said course(s) are relevant to the bargaining unit member's position and the bargaining unit member provides evidence that he/she successfully completed the course. Members must submit any course for reimbursement within three months of receipt of the final grade, or the claim for reimbursement shall be waived. For the purposes of this article, successful completion means, at a minimum, receipt of a C or pass for the completed course work.

ARTICLE X

RETIREMENT PLAN

Any person in the bargaining unit before January 1, 2012, shall continue to participate in the City MERF pension plan. Any person hired into the bargaining unit on or after January 1, 2012, who is not at the time already in a City MERF pension plan, shall be eligible for participation in the State Pension, CMERS, and shall not be eligible for a City MERF plan.

ARTICLE XI

LOSS COVERAGE

The Board will allocate \$1,000 for the purpose of reimbursing employees in the bargaining unit for damage or loss, excluding cash, not covered by the employee's insurance, such damage or loss to have taken place during the employee's working hours and discharge of his/her duties. All reimbursements will be held until the end of the fiscal year, at which time reimbursement will be made in full if the \$1,000 is sufficient. Otherwise, prorated reimbursement will be made according to the demands on the fund. Such payment may not duplicate the amount paid by the employee's insurance.

ARTICLE XII

DISCIPLINARY PROCEDURES

- A. All disciplinary actions shall be applied in a fair manner and shall not be inconsistent with the infraction for which the disciplinary action is being applied.
- B. When misconduct is charged, the disciplinary action shall include:
 - 1. verbal warning
 - 2. written warning
 - 3. suspension without pay
 - 4. dischargeand shall generally follow this order, except in cases of serious misconduct.
- C. All suspensions and discharges must be stated in writing with reason given and a copy provided to the employee at the time of suspension or discharge.
- D. Written reprimands shall be removed from the employee's file after two (2) years.
- E. Records of disciplinary action shall be removed from the employee's file after three (3) years.

ARTICLE XIII

PRIOR PRACTICE

Nothing in this Agreement shall be construed as abridging any written right; benefit or privilege that employees have enjoyed heretofore, except as they may be amended from time to time by mutual agreement between the parties.

ARTICLE XIV

SAFETY AND HEALTH

A joint committee shall be formed by the Administration and the Union, which shall meet as needed to review and recommend safety and health policies. The provisions of this Article shall not be subject to the grievance procedure.

ARTICLE XV

GRIEVANCE PROCEDURES

- A. Grievances arising out of matters covered by this Agreement and disputes and consultations of any questions arising out of the employer-employee relationship will be processed in the following manner at the request of either party:

Step 1

The first step of a grievance must be raised within ten (10) workdays of the alleged occurrence between the Union Representative, the aggrieved party, and the Immediate Supervisor. The Immediate Supervisor shall adjust the grievance at once or notify the Union Representative of his/her decision within two (2) working days from the day the grievance was presented.

Step 2

If the grievance is not resolved, the Union Representative may reduce the grievance to writing and present it to the department head within ten (10) days after the time limit allowed to render a decision in Step 1. The department head shall arrange a meeting with all those concerned present to review the facts and shall adjust the grievance at once or notify the Union Representative of his/her decision in writing within ten (10) days from the day the grievance was submitted to him/her.

Step 3

If the Union is not satisfied with the department head reply, the Union may ask the Superintendent of Schools for a meeting to discuss the grievance further. Such meeting shall be held within five (5) working days after the day of the Union's request and may be attended by the Steward, the aggrieved party, the Council #4 Representative, the Superintendent of Schools, and/or his/her designated committee. The Superintendent or designee shall give written answer to the Union President, with a copy to the Council #4 Representative, within five (5) working days after the day of the meeting.

Step 4

If the Union is not satisfied with the Superintendent's reply, the Union may submit the grievance to arbitration by the State Board of Mediation and Arbitration within thirty (30) days after the time limit allowed to render a decision in Step 3. The Arbitration Award shall be final and binding on both parties unless contrary to law and the rules and regulations of the State Board of Mediation and Arbitration.

- B. Notwithstanding the foregoing paragraph, it is recognized by the parties that all matters pertinent to wages, hours, and conditions of employment are negotiable under the terms of the Municipal Employee Relations Act and such rights are neither waived nor diminished by the foregoing language which shall be subject to all of the terms of this agreement.
- C. Failure at any step by either party to appeal within the specified time limits shall be considered acceptance of the last position of the other party and shall be binding by both parties.
- D. When any Officer and/or Steward of the Union is required to participate in adjusting grievances or contract negotiations during the working day then he/she shall be afforded the necessary time off, without loss of pay, to conduct such business.

ARTICLE XVI

SAVINGS CLAUSE

If any section, sentence, clause, or phrase of this Agreement shall be held for any reason to be inoperative, void, or invalid, the validity of the remaining portions of this Agreement shall not be affected thereby, it being the intention of the parties in adopting this Agreement that no portion thereof, or provisions herein, shall become inoperative or fail by reason of the invalidity of any other portion or provision and the parties do hereby declare that it would have separately approved of and adopted the provisions contained herein.

ARTICLE XVII

MISCELLANEOUS

- A. Whenever there is a conflict between the administrative manual and this Agreement, the Agreement shall prevail.
- B. In the event that a dispute arises between the parties that is not specifically covered by this Agreement, both parties may agree to submit the dispute to arbitration in the manner set forth in ARTICLE XV of this Agreement.
- C. No employee covered under this Agreement shall perform, or be compelled to perform any duties, which would constitute a violation of law or violate any contract agreement between the Board and its employees.
- D. Fringe benefits afforded employees shall be those described in Appendix B and incorporated herein.
- E. Bargaining unit members shall be paid on a bi-weekly basis, on the twenty-six pay plan.
- F. Any reference in this agreement to “day” shall also include the equivalent in hours.
- G. When negotiations with the Board are held during working hours, up to four (4) members of the negotiating committee for the Union shall be permitted to attend negotiations without loss of pay for the purposes of negotiations with the Board.
- H. The Board reserves the right to require members, in its sole discretion, to receive compensation via direct deposit, with electronic notification of same. Implementation may occur within 30 days of such notification.

ARTICLE XVIII

PERFORMANCE INCENTIVE

The Administration may offer a performance incentive to bargaining unit members. The performance incentive shall not exceed ten percent (10%) of the base salary. The decision to pay such an incentive shall not be subject to the grievance procedure.

ARTICLE XIX

EFFECTIVE DATE

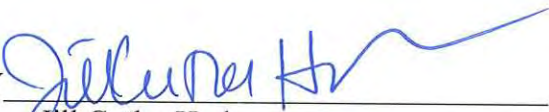
A. This Agreement shall be in full force effective upon signing and shall remain in full force and effect until the Thirtieth day of June 2018 and thereafter shall continue in effect from year to year, if both parties so agree. It may be amended at any time by mutual agreement or upon the anniversary date of said Agreement by giving to the other party not less than sixty (60) days written notice of intention to propose amendments.

IN WITNESS WHEREOF, the parties have set their hands this 23rd day of JANUARY, 2015.

HARTFORD BOARD OF EDUCATION


LOCAL 818, BUILDINGS & GROUNDS
SUPERVISORS

BY



Jill Cutler Hodgman,
Chief Labor and Legal Services Officer

BY



Scott Kanaitis,
President

Negotiating Team:
C. Bazzano
N. Durrant

Negotiating Team:
J. Wells
J. Fenton
S. Pereira

APPENDIX A

Salary Schedule 2014-2015

Classification Ranges

63	\$49,234	\$61,442
64	\$57,311	\$68,984
65	\$60,165	\$72,749
67	\$63,017	\$78,246
68	\$68,852	\$85,522
69	\$77,414	\$92,520

Salary Schedule 2015-2016

Classification Ranges

63	\$50,711	\$63,286
64	\$59,030	\$71,053
65	\$61,970	\$74,932
67	\$64,908	\$80,593
68	\$70,917	\$88,087
69	\$79,737	\$95,295

Salary Schedule 2016-2017

Classification Ranges

63	\$52,233	\$65,184
64	\$60,801	\$73,185
65	\$63,829	\$77,180
67	\$66,855	\$83,011
68	\$73,045	\$90,730
69	\$82,129	\$98,154

Salary Schedule 2017-2018

Classification Ranges

63	\$53,800	\$67,140
64	\$62,625	\$75,380
65	\$65,744	\$79,495
67	\$68,861	\$85,501
68	\$75,236	\$93,452
69	\$84,593	\$101,099

At the Administration's sole discretion, any member not at the top of the salary range, may be given a salary placement greater than the agreed upon increase. Any member newly hired to the unit or placed in another classification within the unit, shall be placed anywhere within the applicable salary range. This paragraph shall not be subject to the grievance procedure.

APPENDIX B

- A. Participating employees shall contribute the following percentages based on the fully insured equivalent rate towards their annual premiums for individual or family coverage during the life of this Agreement:

Effective July 1, 2014 – 16% (effective upon signing)
Effective July 1, 2015 – 18%
Effective July 1, 2016 – 20%

The Board shall pay the remainder of the cost of the annual premium for individual and family coverage. Employee deductions shall be made pursuant to a Section 125 Trust.

There shall be a mandatory generic consistent with the State of Connecticut Benefit Design.

Local 818 agrees that any portion of the health, dental or prescription drug plan may be self-insured or insured at the sole discretion of the Board.

Effective July 1, 2014, the Board shall be able to implement the following:

1. State of Connecticut Maintenance Drug Network. If this plan is not available to the Board, it shall no longer be offered to the membership.
2. Mandatory generic substitution (mandatory generic may be overridden by written explanation of medical necessity of brand name drug by patient's physician).

Board's Modified PPO for eligible members of Local 818:

Office Visit Co-Payment:	\$30
Specialist Visit Co-Payment:	\$30
In-patient Co-Payment:	\$150
Out-patient Co-Payment:	\$100
Emergency Room Co-Payment:	\$100
Urgent Care Co-Payment:	\$25

Out-of-Network visits shall be subject to a \$250 deductible and 20% coinsurance for an individual plan up to a \$1,250 yearly maximum. Family plans shall be subject to a \$500 deductible and 20% coinsurance up to a \$2,500 yearly maximum.

\$10 generic
\$25 formulary brand
\$40 non-formulary brand

Mail Order - 2X co-payments for a 90-day supply.

High Deductible Health Plan with a Health Savings Account (“HSA”):

Effective July 1, 2015, any member who meets the eligibility requirements may elect to participate in the High Deductible Health plan with a Health Savings Account.

All employees initially hired by the Board and starting work in Local 818 on or after July 1, 2015, may only enroll in the HDHP with HSA and not have access to the PPO plan. If an employee is hired into the unit while already enrolled in the district PPO plan, he/she shall be permitted to remain in such plan. Any member who elects the High Deductible Health Plan with the HSA shall not thereafter return to the PPO.

Members who participate in the HDHP/HSA shall contribute the following percentages toward the annual premium or fully insured premium equivalent costs, including employer contribution to the HSA, for individual coverage on the HSA plan:

July 1, 2015: 15%

July 1, 2016: 17%

In-Network services shall be subject to a \$2,000 deductible for an individual plan and \$4,000 per family . The plan pays 100% in network services after the deductible, except for prescription drugs (Rx). Out-of-Network services shall be subject to a 20% coinsurance for an individual plan up to a yearly maximum of \$2,000 individual and \$4,000 per family. Out of network out of pocket maximum is \$4,000 per individual and \$8,000 per family (including the deductible)

Employee payroll deductions shall be made in accordance with the Board’s Section 125 Premium Conversion Plan.

In-Network visits shall be subject to a \$2,000 deductible coinsurance for an individual plan. In-Network visits shall be subject to a \$4,000 deductible coinsurance for a family plan.

Out-of-Network visits shall be subject to a 20% coinsurance for an individual plan up to a yearly maximum of \$2,000. Out-of-Network visits shall be subject to a 20% coinsurance for a family plan up to a yearly maximum of \$4,000.

Upon reaching the deductibles, there shall be a Rx co-payment applied as follows:

Generic:	\$5
Brand (formulary):	\$15
Brand (non-formulary):	\$30

Up to an out of pocket maximum of \$1,000 per individual and \$2,000 per family.

The parties acknowledge that the Board's fifty percent (50%) contribution toward the funding of the HSA plan is not an element of the underlying insurance plan, but rather relates to the manner in which the deductible shall be funded for active employees. The Board shall have no obligation to fund any portion of the HSA deductible for retirees or other individuals upon their separation from employment or departure from the Union.

Any member who is enrolled in Medicare may not participate in the HSA and must participate in a health retirement account (HRA).

1. The Union agrees that the Health Insurance Plan may be self-funded or insured. The Alternate Insurance language contained herein shall apply only to the benefit levels and portability of the plan.

NOTE: The above benefit descriptions may be subject to the terms and conditions of the City of Hartford's Split Funded contract, if such contract is in place.

1. Dental Plan fully paid for the employee and the employee's enrolled dependent(s). Employees and their enrolled dependents will be provided riders A,B,C,D, and E (DC) up to age 25) at no cost. Currently, the Board uses the Anthem BlueCross/Blue Shield product.
2. If the employee or the employee's dependent(s) become ineligible for medical or dental coverage they can purchase the coverage at their own expense at the fully insured group rate plus the 2% administration fee in accordance with the Congressional Omnibus Budget Reconciliation Act (COBRA).

B. Alternative Health Insurance Plans

The Board reserves the right to study alternative health insurance plans with different administrators. The Board reserves the right to change health insurance provided the following steps occur:

1. The plan suggested as an alternate must contain substantially equal coverage, benefits, portability and administration as the present plan(s) at no additional cost to the employee.
2. The Union shall have an opportunity to study the proposed plan for a period of sixty (60) working days.
3. If at the end of the aforementioned sixty (60) working days there is disagreement between the parties on whether or not the plan offers substantially equal coverage, benefits, portability and administration, then the issue will be sent to a mutually selected arbitrator. If the parties are unable to agree on an arbitrator, the American Arbitration Association shall be requested to appoint an arbitrator with expertise in the health

insurance field in accordance with its rules and regulations. The decision of the arbitrator as to whether the proposed plan is substantially equal to the then current plan shall be binding on the parties.

4. The Board may propose an alternate health insurance plan only one (1) time during the life of the contract.

C.

1. Life Insurance - All employees shall receive an amount of group life insurance, without cost to the employee, equal to two times his/her salary. There is no limit or cap on the insurance amount.
2. Group Life Insurance: May be converted according to the conversion schedule in effect at the time of the retirement. If the employee is a member of the City Retirement Plan, the Group Life Insurance may be continued in a reduced amount.

SIDE LETTER
BETWEEN

THE HARTFORD BOARD OF EDUCATION

AND

THE BUILDINGS AND GROUNDS SUPERVISORS
LOCAL NO. 818 OF COUNCIL 4, AFL-CIO, AFSCME

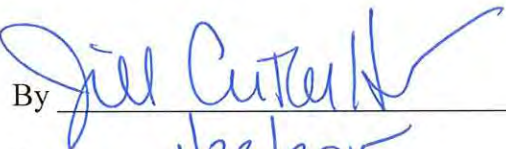
Effective July 1, 2015, the Board shall contribute fifty five percent (55%) of the applicable HSA deductible amount. The Board's contribution toward the HSA deductible will be deposited into the HSA accounts in two equal installments, the first on or about July 1, 2015 and the second on or about January 1, 2016. Effective July 1, 2016, the Board shall contribute fifty percent (50%) of the applicable HSA deductible amount. The Board's contribution toward the HSA deductible will be deposited into the HSA accounts in two equal installments, the first on or about July 1, 2016 and the second on or about January 1, 2017. The Board's contribution will be prorated for members hired after July 1st in any year.


The parties acknowledge that the Board's fifty percent (50%) contribution toward the funding of the HSA plan is not an element of the underlying insurance plan, but rather relates to the manner in which the deductible shall be funded for active employees. The Board shall have no obligation to fund any portion of the HSA deductible for retirees or other individuals upon their separation from employment.

If the contract expires and a new contract has not been negotiated, the Board's contribution toward the deductible shall continue at the last applicable rate.

FOR THE HARTFORD BOARD
OF EDUCATION

FOR THE BUILDINGS AND
GROUNDS SUPERVISORS, LOCAL
818 OF COUNCIL 4, AFL-CIO,
AFSCME

By 
Date 1/23/2015

By 
Its President
Date 1/23/15

SIDE LETTER
BETWEEN

THE HARTFORD BOARD OF EDUCATION

AND

THE BUILDINGS AND GROUNDS SUPERVISORS
LOCAL NO. 818 OF COUNCIL 4,, AFL-CIO, AFSCME

NOTICE OF ARREST & DRUG/ALCOHOL TESTING

All bargaining unit members understand and agree that they are required to notify the Director of Human Resources in writing immediately if they have been convicted of a felony or if the Department of Children and Families has substantiated abuse or neglect against him/her.

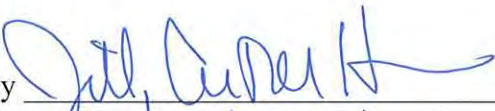
Further, the Administration may, in its sole discretion, require a member to be fingerprinted and/or to submit to a drug/alcohol test.


The employee and Union must be notified of the request for a drug/alcohol test and the Union representative shall be permitted to be present during the testing. Testing shall not be done on a random basis but shall be utilized if the Administration has suspicion of use or influence.

The Board and the Union agree that all members of the Union, as a condition of employment, must permit the Department of Children and Families to release outcomes of investigations of abuse or neglect to the district. In the event that DCF releases anything other than the outcome in the case of a non-substantiation, the information from DCF shall not be used in any proceedings.

FOR THE HARTFORD BOARD
OF EDUCATION

FOR THE BUILDINGS AND GROUNDS
SUPERVISORS, LOCAL 818 OF COUNCIL 4,
AFL-CIO, AFSCME

By 
Date 1/23/2015

By 
Its President
Date 1/23/15

MUNICIPAL ACCOUNTABILITY REVIEW BOARD

MEMORANDUM

TO: Members of the Municipality Review Board (MARB)
FROM: Robert Dakers, MARB
SUBJECT: City of Hartford Non-Labor Contract for Review and Comment
DATE: December 3, 2018

Attached please find a summary of a non-labor contract between the City of Hartford and COMPASS Youth Collaborative, Inc. for youth support services for review and potential comment by the MARB. The full contract is posted on the MARB website with the 12/6/18 meeting materials.

This contract is funded by the General Fund in the amount of \$300,000 for fiscal year 2019. This contract was reduced from its previous level of \$450,000 as part of the City's cost reduction efforts in response to the City's budgetary shortfalls.

City staff will be at the meeting to respond to any questions you may have.

Attachments



CITY OF HARTFORD: COMPASS Contract Renewal for FY19

- **Client Profile:** COMPASS Peacebuilders Youth Collaborative serves disconnected and vulnerable youth, who demonstrate risk for perpetrating, or becoming victims of violence.
- **Scope and Cost of Contract:** *COMPASS Youth Collaborative, Inc.* shall continue to provide youth support services through their Peacebuilders program, a youth violence mitigation and re-engagement program for high-risk Hartford youth. The renewal contract for FY2019 (year 2) is \$300,000 for services from July 1, 2018 through June 30, 2019.
- **Demographics:** Sixty-four percent of program participants are male. Over half (54 percent) have had a parent in jail or prison; 47 percent have been arrested, 24 percent have been convicted of a crime and almost 20 percent say they have been shot. Fifty-two percent describe themselves as African American, 46 percent as mixed or "other race", and 62 percent as Hispanic or Latino (participants may choose one or more categories). One hundred percent are low income.



CITY OF HARTFORD: COMPASS Contract Renewal for FY19

- **RFP History:** COMPASS was awarded a one-year grant with an option for renewal for two additional years after undergoing a competitive Request for Proposals (RFP) process.
 - In FY18, the City of Hartford/DFCYR released a competitive Request for Proposals (RFP) for its Youth Justice Initiative. After careful evaluation through a rigorous blind review process by a panel of non-City of Hartford employees – designed to ensure a level playing field and the highest level of integrity for all applicants, COMPASS received the highest score of all applicants for their proposed Peacebuilders program.
 - As stated in the RFP, the award was for the time period of July 1, 2017 to June 30, 2018, with the option to renew annually for two additional years, contingent upon performance and funding.
- **Program Goals** are as follows:
 - Reduce the incidences of individual and group violence on the streets
 - Link 95 youth, ages 11 to 18 who are immersed in a lifestyle of violence, to resources and support necessary to lead them to a more productive outcome
 - Change way that youth, community members, and organizations perceive and respond to incidents of violence



CITY OF HARTFORD: COMPASS Peacebuilders FY18 Results

OUTCOME 1: Reduce the incidences of individual and group violence on the streets

- Conducted **58** mediations including responses to crisis at schools, Saint Francis Hospital, and community
- Staff completed regular neighborhood patrols in areas
- Collaborated with Hartford Police Department to assist in solving violent crime and diverting youth to the program
- Provided school day support for students at Hartford Magnet Trinity College Academy, Global Communications Academy, Journalism and Media Academy, and the New Visions Program

OUTCOME 2: Link at least 95 youth, ages 11 to 18, who are immersed in a lifestyle of violence, to resources and support

- Enrolled **147** youth
- 11 aged 11 to 12
- 124 aged 13 to 18
- 12 aged 19 to 20
- 57 identified as Tier III/high-risk
- Staff conducted **179 school visits**, **341 home visits**, and **23 court visits** to support enrolled youth and ensure they successfully complete activities
- **All youth** assessed for behavioral/mental health services
- **73** youth participated in social/life skills groups
- Youth attended **37** field trips
- Youth participated in 25 community events/activities

OUTCOME 3: Change way that youth, community members, and organizations perceive and respond to incidents of violence

- Established partnerships with Catholic Charities and Hartford Communities That Care to provide ongoing mental health services to youth
- Worked closely with Hartford Public Schools to identify students with high rates of absence and increased frequency of home visits to these youth/families and to ensure follow-up
- Established intentional partnerships with 14 community organizations to increase programs and projects
- Formalized recurring internal data and case review meetings to ensure progress of goals and outcomes
- Continued to build capacity of internal data review teams using dedicated staff, standing communications with DFCYR on the data management system, and explored data sharing agreements with other positive youth development organizations

PROFESSIONAL SERVICES CONTRACT

by and between

CITY OF HARTFORD

and

COMPASS YOUTH COLLABORATIVE, INC.

for

Youth Support Services

Peacebuilders

This Professional Services Contract (the "Agreement") is made as of the 1st day of July, 2017, (the "Effective Date") by and between the **CITY OF HARTFORD**, with an office and place of business at 550 Main Street, Hartford, Connecticut 06103 (hereinafter referred to as the "City") and **COMPASS YOUTH COLLABORATIVE, INC.**, a Connecticut corporation, with an office and place of business at 55 Airport Road, Suite 201, Hartford, CT 06114 (hereinafter referred to as the "Provider").

W I T N E S S E T H:

WHEREAS, the City desires to provide youth support programs for the City's high-risk children and their families in order to keep these children in school, and to improve their school and career readiness; and

WHEREAS, the City has determined that in order to accomplish these objectives, it requires the assistance of Provider to perform certain youth support services pursuant to and in accordance with the terms of this Agreement.

N O W T H E R E F O R E:

In consideration of the mutual promises herein contained, the parties hereto hereby agree as follows:

1. ENGAGEMENT; SCOPE OF SERVICES

City hereby hires Provider to provide, and Provider hereby agrees that it shall perform, all the services and functions as set forth on Exhibit A attached hereto and made a part hereof (collectively, the "Services" or the "Project"), subject to and in accordance with the terms and conditions of this Agreement.

2. PROJECT TIMETABLE

Provider shall perform the Services required of it hereunder for the period commencing on the Effective Date and ending on June 30, 2018 (the "Completion Date"). The term of this contract may be extended for two additional successive one-year terms, conditioned upon satisfactory performance and availability of funds. Contract renewal will be contingent upon the mutual agreement of the City and the Provider.

3. COMPENSATION

The total amount of compensation to be paid to Provider by City for Services provided by Provider in accordance with this Agreement shall not exceed Three Hundred Thousand and 00/100 Dollars (\$300,000.00) (the "Contract Price"), which Contract Price shall be payable in four (4) equal installments, subject to the terms of this Agreement, with the first installment of Seventy Five Thousand and 00/100 Dollars (\$75,000) due upon the full execution of this Agreement by the parties hereto, the second installment of Seventy Five Thousand and 00/100 Dollars (\$75,000) due on December 31, 2017, the third installment of Seventy Five Thousand and 00/100 Dollars (\$75,000) due on March 30, 2018, and the fourth installment of Seventy Five Thousand and 00/100 Dollars (\$75,000) due on June 30, 2018.

Any compensation or other payments due to Provider hereunder shall only be payable upon Provider's submission of appropriate documentation therefor and as otherwise provided in this Section. To this end, Provider shall prepare and submit quarterly reports due on December 15, 2017, March 15, 2018, and July 15, 2018 documenting the Services which have been provided in accordance with the budget and schedule set forth in **Exhibit A and Exhibit B** attached hereto and made a part hereof. All such reports shall be in such form and accompanied by such supporting documentation as is required by City.

City's obligation to make any payments for any Services rendered hereunder is expressly contingent upon Provider having satisfactorily performed the same. In the event that City reasonably determines that Provider's work is not satisfactory, or if City reasonably believes Provider otherwise has breached any of its obligations under this Agreement, City may take responsive action, including, but not limited to, the following:

- (i) Delay of payment;
- (ii) Adjustment of payment; and/or
- (iii) Suspension or termination of this Agreement.

Payment will be made by City for any Services provided hereunder within thirty (30) days of its receipt of Provider's invoice therefor in accordance with this Section.

4. MANAGEMENT

This Agreement will be managed for City by Kimberly D. Oliver, Director of the City's Department of Families, Children, Youth and Recreation ("DFCYR") or her authorized designee ("City's Representative"). Provider shall work closely with City's Representative in all aspects of this Project, and Provider shall follow the directives of City Representative in connection therewith. City's Representative will conduct a site visit(s) that will include: participant feedback about the Project and written observations of the activities conducted during the site visit.

5. RELATIONSHIP OF THE PARTIES

This Agreement is a contract for services and not a contract of employment. Accordingly, neither Provider nor any of its directors, officers, partners, members, agents or employees shall be, or deemed to be, an officer, official, agent or employee of City or be entitled to any employment benefits of City such as, but not limited to, vacation pay, sick leave, health or life insurance, workers' compensation, and/or pension or retirement benefits. All personnel matters affecting Provider's contract staff will be the responsibility of Provider.

6. INDEMNIFICATION & HOLD HARMLESS AGREEMENT

Provider shall indemnify, defend and hold harmless City and its agents, officials, employees, successors and assigns (collectively, the "Indemnitees") from and against any and all loss and liability (statutory or otherwise), claims, demands, actions, causes of action, suits, judgments, costs, executions, interest and expense whatsoever (hereinafter, individually and collectively, a "Claim" or "Claims"), in law or in equity, which arise from or in connection with Provider's performance or failure to perform hereunder and/or any other act, error or omission which occurs or fails to occur on the part of Provider or any of its directors, officers, partners, members, agents or employees under or in connection with this Agreement or the Project during the term hereof. Provider's obligations to indemnify and hold harmless the Indemnitees as aforesaid shall include, but not be limited to, protecting the Indemnitees from all Claims for or arising from (i) any failure by Provider to pay for any goods or services obtained by it hereunder, (ii) any negligent act, error or omission on the part of Provider or any of its directors, officers, partners, members, agents or employees in the acquisition or provision of any goods or services hereunder, (iii) any injury (including death) to persons, or damage to real or personal property (including the loss of use thereof and environmental contamination), which results from any act, error or omission on the part of Provider or any of its directors, officers, partners, members, agents or employees under or in connection with this Agreement, and (iv) any automobile use in connection with the performance of any Services or the transportation of children or Provider's agents or employees. In case any action or proceeding is brought against any of the Indemnitees by reason of any matter which is the subject of the foregoing indemnity, Provider shall pay all costs of investigation and defense (including, but not limited to, all court costs, reasonable

attorneys' fees, and out-of-pocket expenses), and all losses and liabilities which result therefrom. The provisions of this Section shall survive the expiration or earlier termination of this Agreement.

7. INSURANCE

7.1 Provider shall furnish the following types and amounts of insurance coverage at its sole cost and expense for the duration of the Agreement including any and all extensions or renewals thereof:

(i) **Commercial general liability insurance** with a broad form endorsement (including coverage for property damage) as well as endorsements for contractual liability, independent contractors, premises operations, products and completed operations, abuse and molestation, personal injury and corporal punishment coverages insuring against damages to persons and property (including, but not limited to, loss of life) with a minimum combined single limit coverage of not less than one million and 00/100 (\$1,000,000.00) dollars on a per occurrence and project specific basis. If Provider cannot procure such insurance on a project specific basis, the minimum combined aggregate limit for such insurance shall be two million and 00/100 (\$2,000,000.00) dollars on a per occurrence basis.

(ii) **Abuse or molestation liability insurance** with an aggregate limit of not less than one million and 00/100 (\$1,000,000.00) dollars, and a limit of five hundred thousand and 00/100 (\$500,000.00) dollars for each abuse or molestation offense, on a per occurrence basis (this insurance can be combined with commercial general liability insurance or included by endorsement thereto).

(iii) **Automobile liability insurance** covering all owned, non-owned or hired vehicles with a minimum combined single limit coverage of not less than one million and 00/100 (\$1,000,000.00) dollars on a per occurrence basis.

(iv) **Workers' compensation insurance** in such amounts as required by Connecticut law, including employers' liability insurance with limits of one hundred thousand and 00/100 (\$100,000.00) dollars for each accident, five hundred thousand and 00/100 (\$500,000.00) dollars for each disease/policy limit, and one hundred thousand and 00/100 (\$100,000.00) dollars for disease of each employee.

(v) **Umbrella liability insurance** with a minimum combined single limit coverage (over the coverages for the above commercial general, abuse or molestation, automobile, and employers' liability insurances) of not less than two million and 00/100 (\$2,000,000.00) dollars.

7.2 All insurance will be effected under standard form policies by insurers of recognized responsibility which are licensed to do business in the State of

Connecticut and which are rated as A- (VIII) or better by the latest edition of Best's Rating Guide or other recognized replacement therefor. Except as otherwise provided to the contrary in this Section, any insurance required by this Agreement may be obtained by means of any combination of primary and umbrella coverages and by endorsement and/or rider to a separate or blanket policy and/or under a blanket policy in lieu of a separate policy or policies, provided that Provider shall deliver a certificate of insurance of any said separate or blanket policies and/or endorsements and/or riders evidencing to the City that the same complies in all respects with the provisions of this Agreement, and that the coverages thereunder and the protection afforded the City as an additional insured thereunder are at least equal to the coverages and protection which would be provided under a separate policy or policies procured solely under and by reason of this Agreement.

- 7.3 All policies for each insurance required hereunder shall: (i) provide for not less than thirty (30) days' prior written notice to City by registered or certified mail of any cancellation, restrictive amendment, non-renewal or change in coverage; (ii) include a standard severability of interest clause; (iii) contain a waiver of subrogation holding City free and harmless from all subrogation rights of the insurer; and (iv) provide that such required insurance is the primary insurance and that any other similar insurance that City may have shall be deemed in excess of such primary insurance.
- 7.4 Unless otherwise requested by the City, Provider and its insurers shall not assert or use governmental immunity in the adjustment of any claims, or in the defense of any suit, brought against the City. Provider shall assume and pay all costs and billings for the premiums and audit charges earned and payable for or with respect to any required insurance hereunder.
- 7.5 In the event of any interruption of any required insurance coverage hereunder for any reason, Provider shall immediately notify City of such interruption and cease the performance of any Services or other work hereunder until such coverage has been restored and Provider notifies City of such restoration.
- 7.6 Except as otherwise indicated, the insurances required in this Section shall be carried on an "occurrence" basis only.
- 7.7 All references in this Section to a "deductible" shall be deemed to mean a deductible and/or a self-insured retention. No policy required to be procured by Provider pursuant to this Agreement shall be subject to a deductible or other provision limiting or reducing coverage. If any person is owed, pursuant to any policy required hereunder, any sum which is subject to a deductible, Provider shall pay such deductible. Provider agrees that it will not carry or be the beneficiary of any insurance insuring Provider or any other person or entity against the risks for which insurance is required to be maintained pursuant to this Section unless the insurance and insurance carriers otherwise comply with the terms of this Section.

- 7.8 The City shall be included as an additional insured for all insurance policies required hereunder, other than for workers' compensation insurance. ACCORDINGLY, THE FOLLOWING UNDERLINED WORDING MUST BE SHOWN IN THE SPACE PROVIDED FOR "COMMENTS" ON THE ACORD INSURANCE CERTIFICATE: **The City of Hartford is included as an Additional Insured, AIIMA.** Each certificate of insurance shall provide not less than a thirty (30) day notice to the City of any cancellation, reduction or other material change in the coverage to be provided under any of the insurance required hereby. The certificates of the policy or policies evidencing such coverages, **together with copies of the declaration and endorsement pages for such policies on which pages the City shall be included and listed as an additional insured,** shall be delivered to City upon the execution hereof, and at least thirty (30) days prior to the expiration date of each required insurance set forth above evidencing that such insurance has been renewed and remains in full force and effect.
- 7.9 All insurance policies referred to in this Section shall provide that any losses thereunder shall be adjusted with City, and that any loss thereunder shall be payable to City as its interests may appear. Neither party shall unreasonably withhold or delay its endorsement to any insurance check payable hereunder.
- 7.10 It is agreed between the parties hereunto that the amounts of insurance in this Agreement do not, in any way, limit the liability of Provider to the Indemnitees by virtue of its promise to indemnify and hold harmless the Indemnitees so that in the event that any Claim results in a settlement or judgment in an amount in excess of the amount of insurance coverage carried by Provider, Provider shall be liable to the Indemnitees for the difference, plus all fees and expenses incurred in collecting the same, all at Provider's sole cost and expense.
- 7.11 Insurance requirements and coverages may be reviewed from time to time during the term of this Agreement and all extensions and renewals hereof. Provider agrees to comply with any and all reasonable insurance requirements or modifications made by the City's Risk Manager.
- 7.12 Cancellation or other termination of insurance policies required by this Agreement without immediate replacement thereof may be considered a default under this Agreement. Provider agrees that such default may be cured by procurement of insurance on behalf of Provider, at Provider's expense, and that the cost of such insurance shall be deducted from any amounts otherwise due to Provider under this Agreement or any other contract with City, at City's option.

8. CONFLICT OF INTEREST

Provider hereby represents and warrants to City as follows:

- (i) Provider has not employed or retained any company or person, other than a bona fide employee working solely for Provider, to solicit or secure this Agreement, and Provider has not paid or agreed to pay any company or person, other than

bona fide employees working solely for Provider, any fee, gift or any other consideration contingent upon or resulting from the awarding or making of this Agreement;

- (ii) the services to be provided hereunder do not in any way conflict with the interests of any individual, group, business, or governmental organization with which Provider is employed or with which Provider has an agreement or is associated, and, in the event such a conflict arises during the term hereof, Provider will immediately notify City in writing; and
- (iii) no member of the governing body of City, or its designees, employees or agents, and no other public official, either paid or unpaid, who exercises any functions or responsibilities with respect to this Agreement shall, during his or her tenure or thereafter, have any personal or financial interest, direct or indirect, in any contract or subcontract, or the proceeds thereof for work and/or services to be performed in connection with this Agreement. Provider shall cause to be incorporated, in all subcontracts a provision prohibiting such interest pursuant to the provisions of this paragraph.

In the event any of the foregoing representations are untrue, or if any fact or circumstance occurs during the term hereof that cause any of the same to be untrue, then City, in addition to such other rights or remedies which may then be available to it, all of which are expressly reserved hereby, shall have the option of terminating this Agreement in accordance with Subsection 12.1.

9. PERFORMANCE OF SERVICES

All Services shall be performed by Provider in a timely manner with professional skill and competence in accordance with generally accepted practices of, and pursuant to a standard of care exercised by, youth support professionals providing similar services under like circumstances.

10. CONFIDENTIALITY

Provider shall not, at any time during, or after the expiration of, the term of this Agreement, divulge to any person, or use for its or any other person's benefit, any information or fact relating to the conduct, management, or business of City, which shall have come to the knowledge of Provider in the course of providing the Services hereunder. Provider further agrees to treat as confidential, and to use only for the advancement of the interest of City, all data and other information submitted to or obtained by it in connection with the Project during the term of this Agreement. Except as may otherwise be agreed by City, all originals and copies of any such materials shall be returned to City upon completion of the Project or at such earlier time as is requested by the City.

11. EVENTS OF DEFAULT AND REMEDIES

11.1 Events of Default

Any of the following occurrences or acts shall constitute an Event of Default under this Agreement:

- (i) Whenever Provider shall do, or permit anything to be done, whether by action or inaction, contrary to any of the covenants, agreements, terms or provisions contained in this Agreement which on the part or behalf of Provider are to be kept or performed, and Provider fails to correct any such breach within ten (10) days after Provider's receipt of written notice of such breach from City; or
- (ii) If any determination shall have been made by competent authority such as, but not limited to, any federal, state or local government official, or a certified public accountant, that Provider's management or any accounting for its funding, from whatever source, is improper, inadequate or illegal, as such management or accounting may relate to Provider's performance of this Agreement; or
- (iii) whenever an involuntary petition shall be filed against Provider under any bankruptcy or insolvency law or under the reorganization provisions of any law of like import, or a receiver of Provider or of or for the property of Provider shall be appointed without the acquiescence of Provider, or whenever this Agreement or the unexpired balance of the term would, by operation of law or otherwise, except for this provision, devolve upon or pass to any person, firm or corporation other than Provider or a corporation in which Provider may be duly merged, converted or consolidated under statutory procedure, and such circumstance under this subparagraph shall continue and shall remain undischarged or unstayed for an aggregate period of sixty (60) days (whether or not consecutive) or shall not be remedied by Provider within sixty (60) days; or
- (iv) whenever Provider shall make an assignment of the property of Provider for the benefit of creditors or shall file a voluntary petition under any bankruptcy or insolvency law, or whenever any court of competent jurisdiction shall approve a petition filed by Provider under the reorganization provisions of the United States Bankruptcy Code or under the provisions of any law of like import, or whenever a petition shall be filed by Provider under the arrangement provisions of the United States Bankruptcy Code or under the provisions of any law of like import, or whenever Provider shall desert or abandon the Project; or
- (v) If any competent authority shall have determined that Provider is in default of any federal, state or local tax obligation; or
- (vi) Pursuant to Resolutions passed by the Court of Common Council on March 4, 1996 and January 13, 1997, if Provider or any of its principals are in default of any tax or other financial obligations which are owed to City. Default shall be considered to have occurred under this subsection

when any payment required to be made to City is more than thirty (30) days past due.

11.2 Election of Remedies

If any Event of Default hereunder shall have occurred and be continuing, City may elect to pursue any one or more of the following remedies, in any combination or sequence:

- (i) Take such action as it deems necessary, including, without limitation, the temporary withholding or reduction of payment;
- (ii) Suspend Project operation;
- (iii) Require Provider to correct or cure such default to the satisfaction of City; and/or
- (iv) Terminate this Agreement for cause in accordance with Section 12 hereof.

The selection of any remedy shall not prevent or stop City from pursuing any other remedy and shall not constitute a waiver by City of any other right or remedy.

12. TERMINATION OF AGREEMENT

12.1 Termination for Cause

Upon the occurrence of any Event of Default, as set forth in Section 11.1 hereof, City may terminate this Agreement by providing five (5) days' written notice thereof to Provider.

12.2 Termination for Non-availability of Funds

In the event City shall not have funds available for the Project, City may terminate this Agreement following written notice thereof to Provider.

12.3 Termination at Will

City or Provider may terminate this Agreement at any time by providing thirty (30) days' prior written notice thereof to the other party.

12.4 Payment upon Termination

In the event this Agreement is terminated pursuant to any of Sections 12.2 through 12.3 above, City shall make full payment to Provider for all Services performed in accordance with this Agreement up to and including the date of termination within sixty (60) days of such date of termination and presentation of Provider's reports therefor in accordance with Section 3 above.

13. ESTABLISHMENT AND MAINTENANCE OF RECORDS; AUDITS

13.1 Provider agrees to establish and maintain fiscal control and accounting procedures that assure proper accounting for all funds paid by City to Provider under this Agreement. Without limiting the generality of the foregoing, Provider agrees that it will maintain accurate and complete records of (i) all charges and any other claims or demands for compensation from City, or any other person or entity, in connection with the Project (including, without limitation, any claims for or arising out of any alleged breach of this Agreement), (ii) the basis (including but not limited to, supporting documentation) therefor, and (iii) the amount and source of any and all payments or other consideration ultimately recovered in respect thereof.

13.2 Any and all records shall be generated by Provider in a manner which is consistent with City's requirements and shall be maintained for a period of not less than six (6) years from the date of termination of this Agreement pursuant to Section 12, or final audit caused by Provider as set forth in attached Exhibit A. Provider further shall permit (and require its subcontractors to permit) City and/or its duly authorized representatives to examine, review, and audit any records, books, or other documents of Provider or any and all of Provider's subcontractors relative to the above, and furnish copies thereof, when requested.

14. SUBCONTRACTORS

Portions of the Services may be subcontracted, provided that:

- (i) City shall have given prior approval to such subcontract in writing, which approval may be withheld in its sole and absolute discretion;
- (ii) All of the terms, covenants, conditions and provisions of this Agreement shall have been incorporated in such subcontract(s) and the subcontractor(s) shall have agreed in writing to assume, perform and be bound by this Agreement and all the terms, covenants, conditions and provisions hereof and shall have further acknowledged and agreed that City is and will be a third party beneficiary of all of said undertakings; and
- (iii) City shall not be liable for payment of any wages, materials, or other expenses of any subcontractors.

15. COMPLIANCE WITH LAWS

Provider shall perform all Services hereunder in accordance with and subject to all applicable federal, state and local laws, statutes, regulations, ordinances, orders and permits.

16. ANTI-DISCRIMINATION AND AFFIRMATIVE ACTION

Provider agrees to abide by the provisions of Section 2-692 *et seq.* of the City of Hartford Municipal Code (as applicable), Executive Orders Numbers 3 and 17 of the State of Connecticut; and Presidential Executive Orders Numbers 11246, 11375 and 11063. In carrying out the Project, Provider shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin, mental disability, physical handicap, or sexual preference.

Provider shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment without regard to their race, color, religion, age, sex, national origin, mental disability, physical handicap, or sexual preference. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training; including apprenticeship. Provider shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the federal government, setting forth the provisions of the non-discrimination clause.

Provider shall state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, age, sex, national origin, mental disability, physical handicap, or sexual preference. Provider shall incorporate, or cause to be incorporated, this provision in any and all subcontracts entered into pursuant to this Agreement. Provider agrees to abide by the terms and conditions contained in the City of Hartford's *Contractor's EEO Report*.

17. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990

Provider agrees to abide by the provisions of the Americans with Disabilities Act (the "Act") of 1990; Public Law 101-336, as applicable.

In compliance with this law, Provider shall not discriminate against a qualified individual with a disability because of the disability of such individual in regard to job application procedures, the hiring, advancement, or discharge of employees, employee compensation, job training, and other terms, conditions, and privileges of employment. No qualified individual with a disability shall, by reason of such disability, be excluded from participation in or be denied the benefits of services, programs, or activities of Provider, or be subjected to discrimination by Provider. No individual shall be discriminated against on the basis of disability in the full and equal enjoyment of the goods, services, facilities, privileges, advantages or accommodations provided by Provider.

Any television public service announcement that is produced or funded in whole or in part under this Agreement shall include closed captioning of the verbal content of such announcement. Provider shall not discriminate against any individual because such

individual has opposed any act or practice made unlawful by the Act or because such individual made a charge, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under the Act.

Provider shall not permit coercion, intimidation or threatening of, or interference with, any individual in the exercise or enjoyment of, or on account of his or her having exercised or enjoyed, or on account of his or her having aided or encouraged any other individual in the exercise or enjoyment of, any right granted or protected by the Act.

18. TAXPAYER IDENTIFICATION NUMBER

The Internal Revenue Service Form W-9, *Request for Taxpayer Identification Number and Certification* as submitted by Provider, is hereby made a part of this Agreement and is incorporated herein by reference. Provider understands and agrees that City shall use the number as listed on the IRS Form W-9 to report any and all compensation paid to Provider under this Agreement. Provider further understands and agrees that City shall not be liable for inaccurate information contained on said IRS Form W-9.

19. DELINQUENCY IN OBLIGATIONS

Provider hereby agrees that throughout the period of this Agreement, all taxes, contractual obligations and audit responsibilities owed to City shall be and remain current.

20. NON-WAIVER

Any failure by City or Provider to insist upon the strict performance by the other of any of the terms and provisions hereof shall not constitute a waiver of that or any other of said other party's obligations hereunder, and each party hereto, notwithstanding any such failure, shall have the right thereafter to insist upon the strict performance by the other, of any and all of the terms and provisions of this Agreement.

21. AMENDMENTS

This Agreement may be amended by written instrument executed by the parties hereto, acting therein by their duly authorized representatives.

City and Provider may require changes in the Scope of Services (**Exhibit A**) to be performed hereunder. Such changes which are mutually agreed upon by and between City and Provider shall be incorporated in written amendments to this Agreement.

22. DISCLAIMER OF AGENCY OR THIRD PARTY BENEFICIARY RIGHTS

City and Provider are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide, any right or benefit, whether directly or indirectly or otherwise, to third persons.

23. NON-ASSIGNABILITY BY PROVIDER

This Agreement shall not be transferable or assignable by Provider, by operation of law or otherwise, without prior written consent of City, which consent may be withheld in its sole and absolute discretion.

24. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

25. CUMULATIVE REMEDIES

All rights and remedies exercisable by City hereunder shall be cumulative and the exercise or beginning of the exercise by City of any of its rights or remedies hereunder shall not preclude City from exercising any other right or remedy granted hereunder or permitted by law.

26. ARBITRATION

All claims and controversies arising out of this Agreement shall be settled and decided in binding arbitration before the American Arbitration Association ("AAA") in accordance with the Commercial Arbitration Rules of AAA except as otherwise modified as follows. In the event either party elects to arbitrate any claim or controversy hereunder, such party shall provide written notice of such election ("Notice") to the other party and the Regional Director of the AAA having jurisdiction in Hartford, Connecticut (the "Regional Director"). Within ten (10) days of such other party's receipt of such Notice, both parties shall each select one (1) individual to serve as arbitrators on the panel for the hearing, and shall notify the other party in writing of such selection. Such notice shall identify the arbitrator selected and include a copy of his or her resume. Within twenty (20) days following the other party's receipt of the Notice, these arbitrators shall mutually agree upon and select a third and neutral arbitrator for such panel, and provide written notice of such selection to the parties and the Regional Director, which notice shall identify such arbitrator and include a copy of his or her resume. In the event that the party-selected arbitrators fail to select the third and neutral arbitrator within the above requisite time period for such selection, the AAA shall appoint such arbitrator. The neutral arbitrator shall be the chairperson of the panel. All arbitration proceedings shall be held in Hartford, Connecticut. While the arbitration panel shall select the remedy for all breaches of either party's obligations under this Agreement, such panel shall not modify the remedies specifically set forth in this Agreement for City and Provider. Each party shall bear its own costs and attorneys' fees. The determination of the arbitration panel shall be final and binding upon the parties. The determination shall be in the form of a written award, with written findings of fact, and may be specifically enforced by any

court of appropriate jurisdiction. All legal issues arising in connection with any such arbitration proceedings shall be governed by the laws of the State of Connecticut, subject to Section 27 hereof.

27. GOVERNING LAW

This Agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of Connecticut and the ordinances of the City of Hartford without regard or resort to conflict of laws principles.

28. GENDER/NUMBER/TITLE

Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular shall be held and construed to include the plural, unless the Agreement requires otherwise. In the event of any discrepancy or conflict between the name and title of any person referred to in this Agreement, the title shall prevail.

29. NOTICES

All notices, approvals, demands, requests, or other documents required or permitted under this Agreement, other than routine communications necessary for the day-to-day operation of this Agreement, shall be deemed properly given if hand delivered or sent by express courier mail service or United States registered or certified mail, return receipt requested, postage prepaid, to the following addresses:

As to the City:

City of Hartford
550 Main Street
Hartford, CT 06103
Attn: Kimberly D. Oliver, MBA

As to Provider:

Robert Pawloski
Compass Youth Collaborative, Inc.
55 Airport Road, Suite 201
Hartford, CT 06114

With a Copy to:

Corporation Counsel
City of Hartford
550 Main Street
Hartford, CT 06103

Notices provided in accordance with the foregoing shall be deemed received as of the earlier of the date of delivery or the second business day following the date of their being posted with U.S. Postal Service.

30. SUCCESSORS AND ASSIGNS

Subject to the other provisions of this Agreement, this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

31. MERGER/ENTIRE AGREEMENT

This Agreement and its exhibits referenced herein and attached hereto, contain the entire understanding between the parties hereto and supersede any and all prior understandings, negotiations, and agreements whether written or oral, between them respecting the written subject matter hereof.

IN WITNESS WHEREOF, City and Provider have executed this Agreement in duplicate (with each of said duplicates being deemed to be an original) as of the Effective Date.

WITNESSES:

CITY OF HARTFORD

Luke A. Bronin
Its Mayor

**COMPASS YOUTH
COLLABORATIVE, INC.**

Robert Pawloski
Its Executive Director

Approved as to form and legality:

Reviewed and Approved By:

Howard Rifkin
Corporation Counsel

Kimberly D. Oliver, MBA
Director
Department of Families,
Children, Youth and Recreation

EXHIBIT A

SCOPE OF SERVICES

I.

Name of Agency: COMPASS Youth Collaborative

Address: 55 Airport Road, Suite 201;

City: Hartford

State: CT

Zip Code: 06114

Telephone Number: 860-296-2855

Facsimile Number: 860-296-2842

II.

Primary Contact(s): Robert Pawloski

Telephone Number(s): 860.296.2855 Ext. 302

E-mail Address: bobp@compassyc.org

Contract Term: July 1, 2017 to June 30, 2018

COMPASS Youth Collaborative is all about youth.

By delivering impactful programs for youth and by sharing our expertise in youth development with others, COMPASS Youth Collaborative contributes to creating the conditions for youth success – in every community we serve.

COMPASS Peacebuilders operates within COMPASS, as a youth violence mitigation and re-engagement program. The COMPASS Peacebuilders mediate individual and group conflicts, and connect youth at risk of perpetrating or becoming a victim of violence to supports that will lead them to a more positive lifestyle.

COMPASS Peacebuilders Program Goals:

- To reduce the incidences of individual and group violence on the streets.
- To link youth who are immersed in a lifestyle of violence to the resources and support necessary to lead them to a more productive outcome.
- To create a culture change in Hartford that alters the way that youth, community members, and organizations perceive and respond to incidents of violence.

COMPASS Peacebuilders History:

When the Hartford Office of Youth Services (HOYS) currently the Department of Families, Children, Youth and Recreation was established in the fall of 2006, one of its immediate actions was to commission an analysis of youth violence in the City of Hartford that would include recommendations based on a local and national survey of violence intervention strategies.

In response to this work, a request for proposals was issued by HOYS in the summer of 2007. That fall COMPASS was selected to implement the Peacebuilders Initiative in partnership with HOYS in the South end of Hartford. After 3 years of successful outcomes, COMPASS was awarded a contract by the City of Hartford to work with this disconnected population of youth throughout the entire City of Hartford. Since this time, COMPASS has used its positive track record to attract other funders. The awards of additional funding are used to compliment the City of Hartford's investment in the COMPASS Peacebuilders program. COMPASS Peacebuilders has doubled the amount of staff to support the peacebuilding efforts throughout the city of Hartford.

Client Profile: COMPASS Peacebuilders serves disconnected and vulnerable youth, who demonstrate risk for perpetrating, or becoming victims of, violence. To be referred, clients must meet at least three criteria. Two hundred and fifty youth received some services from the program as of year-end 2016 (June 30). Sixty-four percent of program participants are male. Over half (54 percent) have had a parent in jail or prison; 47 percent have been arrested, 24 percent have been convicted of a crime and almost 20 percent say they have been shot. Fifty-two percent describe themselves as African American, 46 percent as mixed or “other race”, and 62 percent as Hispanic or Latino (participants may choose one or more categories). One hundred percent are low income.

Program Impact: Our practices have proven effective not only in violence prevention, but also in positive youth development. To date, COMPASS Peacebuilders has engaged over 3,000 disconnected youth.

Community Impact: It’s impossible to stop all crimes, but COMPASS Peacebuilders has formally mitigated over 650 crisis incidents over the course of its history – a number that does not capture any informal mediations. And since 2006, Hartford has experienced a dramatic decrease in youth homicides, thanks to the coordinated efforts of several key players, including the Hartford Police Department, local hospitals, Hartford Public Schools, and COMPASS Peacebuilders.

Crisis Response: During crises, COMPASS Peacebuilders work in partnership with the Hartford Police Department and Saint Francis Hospital. This allows law enforcement and medical staff to focus on saving lives, while COMPASS Peacebuilders can lend support to grieving families, and diffuse possible retaliations. To do this work, COMPASS Peacebuilders are deputized by the hospital, and receive proper training and vaccinations.

Data Collection & Evaluation: Program data is collected and analyzed using the city of Hartford’s Efforts to Outcomes (ETO) electronic system. In addition to ETO reports, we have hired a Case Monitor to assist the YDAs with data collection and analysis, and to refine our case management process. Data will be reviewed with Case Monitor and staff in formal standing meetings to ensure progress of individual participant goals and program outcomes.

Program Staff: The majority of COMPASS Peacebuilders staff are from Hartford. They have experienced the effects of poverty, gangs, crime and violence. And they work tirelessly to provide our youth with positive relationships and choices. Staff are trained in crisis response, violence mitigation, and case management – and are on-call 24/7.

III.

Scope of Services

COMPASS Peacebuilders focuses on youth between the ages of 11 and 18, and serves over 200 young people annually. The program operates via two locations in Hartford’s South End and North End neighborhoods: 54 South Prospect Street, and 127 Martin Street.

COMPASS Peacebuilders will work with 80 youth who are Hartford residents and meet at least 3 of the eligibility criteria. In addition, COMPASS Youth Collaborative will capture all data relevant to the 80 youth in the Social Solutions software, Efforts to Outcomes. COMPASS Peacebuilders will case manage, mediate violent situations for Peacebuilder youth, promote peace, and conduct community patrols in an effort to decrease violent and risky behaviors, increase resilience and connect youth to positive social networks which include school, employment, and mental health services.

Outcome 1. The incidence of individual and group violence in Hartford will be reduced through a variety of prevention and intervention activities.

Activities:

- a) Reach out to youth in all Hartford neighborhoods to: communicate with existing gang and posse¹ leaders, interrupt violence and intervene in potentially violent situations, and negotiate peaceful exit strategies for youth choosing to leave gangs.
- b) Ensure that staff are on call 24/7, 365 days a year.
- c) Collaborate with Hartford Police Department (HPD) promoting communication that can assist in solving violent crime and diverting youth to the Peacebuilders' program. The Peacebuilders program will work with HPD on park cleanup initiatives, and will assist HPD with neighborhood safety plans in the city. In addition, HPD and the Peacebuilders program will continue to share intelligence, as they have in the past, about community issues related to preventing youth violence.
- d) With Saint Francis Hospital, intervene and mediate with victims of violence and their families and friends in a clinic setting.
- e) Ensure that when new program staff is hired recruitment focuses on candidates who are culturally similar to youth.

Outcome 2. 80 eligible youth are enrolled; 65 who are ages 13-18 and 15 youth ages 11-12 years old.

Activities:

- a) Identify and recruit youth through: street-level reconnaissance, intelligence gathering, participation in crisis response teams, and referrals from families, schools, courts, and community organizations.
- b) Ensure that youth meet at least three characteristics identified by the City of Hartford for this target population; provide documentation about these risk factors showing that youth are eligible and appropriate for the program.
- c) Ensure the majority of youth enrolled initially meet criteria for Tier III level of service. (Tier III designation means that the youth is at high risk for perpetrating or becoming the victim of violence as evidenced by his/her risk factors.)
- d) Begin relationship building with youth on day one of participation; undertake more formal program activities (e.g., assessment, referrals as needed for mental health) when trust is beginning to form, typically 30 days after enrollment.

Outcome 3. Youth at risk of perpetrating or becoming the victims of violence participate and/or are linked to positive supports for sufficient time to ensure outcomes are successfully achieved.

Activities:

¹ Loosely structured groups of youth who may not be part of a formal gang

- a) Engage youth in appropriate activities for at least a year, based on intake and assessment process and individualized action plan completed with youth.
- b) Provide in-depth assessment of youth whose plan indicates the need for behavioral/mental health services.
- c) Provide a range of services to meet the needs of each youth based on his/her plan.
- d) Refer youth and families, as appropriate, to community services, including mental health services.
- e) Provide ongoing life skills and violence prevention education using evidence-based curricula (e.g. *Makin IT*, and *Mind in the Making*) that include contextualized learning (experiential exercises, reflections, and civic engagement) for all enrolled youth.
- f) Provide support and contextualized learning to teach employability skills.
- g) Engage youth in community activities, providing opportunities for community service and internships.
- h) Reduce truancy through work with Hartford Public Schools who identifies students with high rates of absence; increase frequency of home visits to these youth/families and ensure follow-up.
- i) Provide academic support, tutoring, and GED completion in partnership with The Urban League.
- j) Conduct visits to courts and schools to support participation of enrolled youth and ensure that they successfully complete activities.
- k) Host field trips and events for youth including trips to college campuses, science fairs, movies, sporting events, etc. to enable youth to experience healthy activities and have fun!
- l) Provide family services including: home visits (100% of families, multiple visits), access and referral to mental health and other services; in collaboration with the COMPASS Youth Collaborative's community schools, families may have access to other special services. These services will be available whether or not youth in the program is currently enrolled in school.
- m) Ensure that there is a transition plan for each youth exiting the program.

Outcome 4. A culture of change in Hartford is created, influencing the way youth, community, and professionals view and respond to incidents of violence.

Activities:

- a) Host community trainings related to youth violence prevention and related topics.
- b) Partner with others to increase positive youth development programs and projects.
- c) Continue to improve data collection and methodology for assessing the program.
- d) Ensure that staff members are trained in the Efforts-to-Outcomes (ETO) system; maintain a certified ETO administrator on staff; share data with city and other positive youth development organizations

Attachments:

- A) Referral Criteria**
- B) Tier Description**
- C) Program Visual Overview**

COMPASS Peacebuilders Referral Process

Youth frequently enter our program after building a relationship with a COMPASS Peacebuilder. Referrals often come from the Department of Children and Families (DCF), schools, probation officers, and other community organizations as well. Please review the below information before submitting a referral.

WHO TO REFER

Participants must be 11 to 18 years of age, and **must be the victim or perpetrator of a violent crime.**

Participants must meet three (3) of the additional requirements below to qualify:

- Youth has been exposed to domestic or community violence
- Youth has had an experience with the child welfare system
- Youth has a history of arrest for possession of a weapon
- Youth has had a sibling or a friend murdered
- Youth has been a victim of a violent incident or crime
- Youth has a parent who has been or is incarcerated
- Youth has a history of aggression, bullying or other violence-related behaviors
- Youth has a history of drug dealing
- Youth has a history of gang involvement

COMPASS Peacebuilders - Participant Tier Descriptions

Tier 4

Tier 4 is designed for youth in crisis that do not display positive consciousness and actions. Youth that demonstrates negative intentions, attitudes & has a tendency to be aggressive or violent. A tier 4 does not have positive identity and purpose. Youth may not have positive self-identity & connections to a positive role model, are involved with the criminal justice system and may be involved with risky community groups. Tier 4 youth may not access supportive resources and opportunities or may have exhausted all resources available with no significant positive outcomes. Tier 4 has shown difficulties showing positive choices and leaning. Youth are not motivated to learn, achieve goals, or prepared to enter the workforce. Tier 4 manages in negative environments and relationships. Youth are in unhealthy and unsafe relationships and environments.

Tier 3

Tier 3 is designed for youth that are at High Risk but are not in crisis. Youth in tier 3 will exhibit negative behavior, poor social competency, low academic performance, minimal respect for authority and may be involved with the criminal justice system. Tier 3 youth will have greater propensity for violence with a weapon and for being victims of violence but may be connected to support systems. Tier 3 youth may be connected to risky community groups and resolve conflicts with aggression or violence. Tier 3 youth are somewhat open to receiving supports or services.

Tier2

Tier 2 is designed for youth that are at Medium Risk. Youths in tier 2 will demonstrate difficulties attaining coping skills levels but who wish to succeed. Youth will exhibit acknowledgment of their strengths and incorporate the areas of growth that are needed. Youth in Tier 2 are open to receiving services and supports but may from time to time make poor decisions and fall in to Tier 3. Youth in Tier 2 are participating in programming, attending school and doing their best to learn. Youth in Tier 2 have identified some of their goals and are working at achieving them. Youth in Tier 2 are connected to more than one support system and know they can depend on those systems when needed.

Tier 1

Tier 1 is designed for youth that are stable & safe. Youth has learned positive consciousness and actions. Youths does demonstrate positive intentions, attitudes & the skills to be non-violent. A tier 1 does have positive identity and purpose. Youth has a positive self-Identity & connections to a positive role model, resources & opportunities. Tier 1 has shown no difficulties displaying positive choices and leaning. Youth are motivated to learn, achieve goals, and prepared to enter the workforce. Tier 1 maintains in positive environments and relationships. Youth are in healthy and safe relationships and environment.

Program Visual Overview FY18

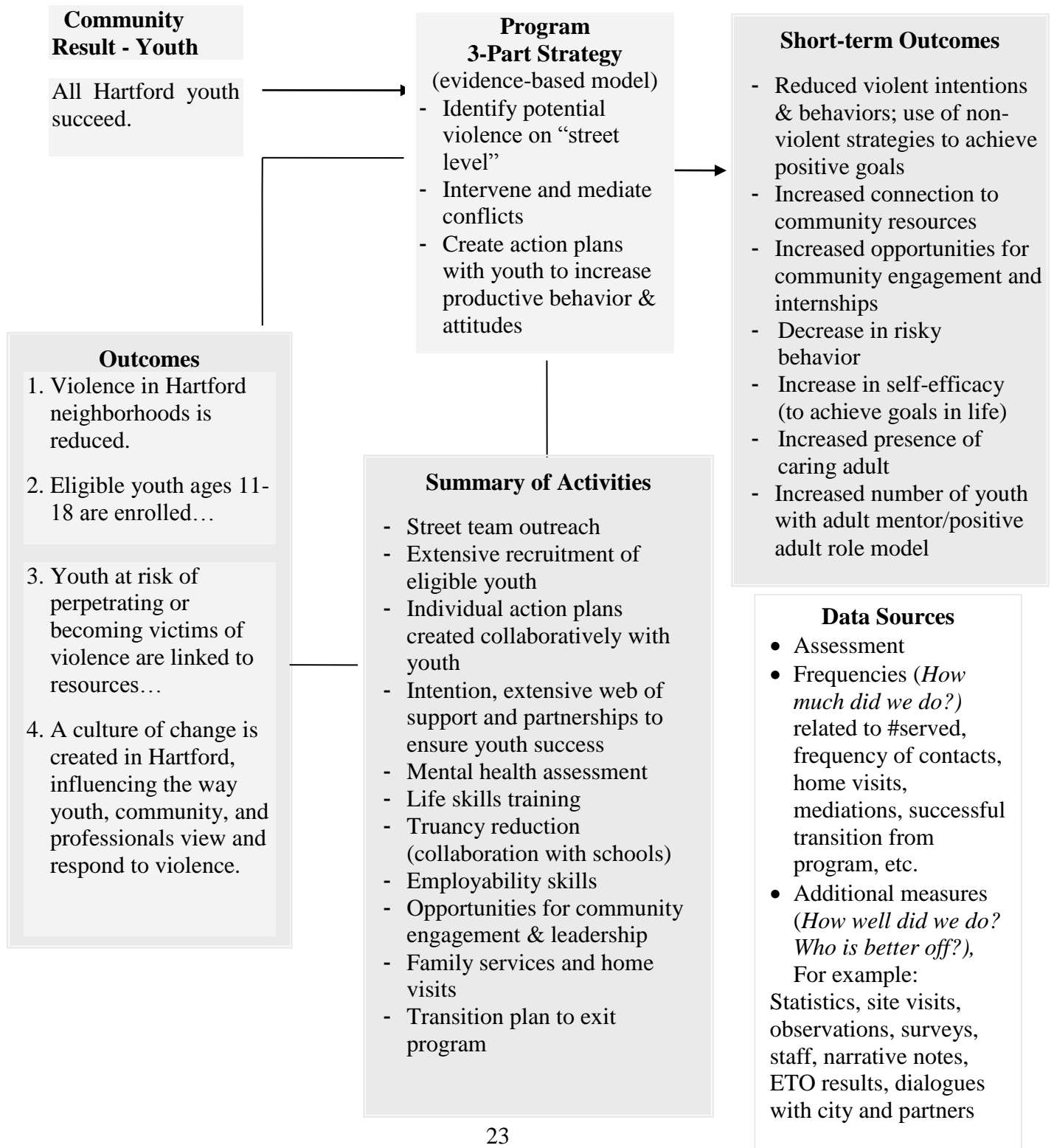


EXHIBIT B

BUDGET

FY 2018 COMPASS Peacebuilders – Budget Worksheet

FY 2018 Youth Justice Proposal - Section VII: Budget Summary and Worksheets				
Applicant:				
BUDGET WORKSHEET: CHECK IT ACTIVITY COSTS				
<i>Please complete only the highlighted cells. Note only those costs funded by this Youth Justice Initiative.</i>				
Category	Purpose	Applicant	Partner (if applicable)	Total
Direct Program Costs	Staff Salaries	\$ 187,200.00	\$ -	\$ 187,200.00
	Staff Fringe	\$ 39,000.00	\$ -	\$ 39,000.00
	Consultants / Hourly Rates	\$ -	\$ -	\$ -
	Curriculum Materials	\$ -	\$ -	\$ -
	Program Supplies	\$ 5,000.00	\$ -	\$ 5,000.00
	Food	\$ 7,500.00	\$ -	\$ 7,500.00
	Transportation	\$ 2,000.00	\$ -	\$ 2,000.00
	Other: Rent	\$ 17,500.00	\$ -	\$ 17,500.00
	Other: Field trips, et al (see expense item 7 on budget narrative)	\$ 17,600.00	\$ -	\$ 17,600.00
	Direct Administrative Costs	Staff Salaries	\$ 20,000.00	\$ -
Staff Fringe		\$ 4,200.00	\$ -	\$ 4,200.00
Consultants / Hourly Rates		\$ -	\$ -	\$ -
[specify here]		\$ -	\$ -	\$ -
[specify here]		\$ -	\$ -	\$ -
[specify here]		\$ -	\$ -	\$ -
Total Costs		\$ 300,000.00	\$ -	\$ 300,000.00
Applicant Program Total:	\$ 275,800.00			
Applicant Dir. Admin. Total:	\$ 24,200.00			
Partner Program Total:	\$ -			
Partner Dir. Admin. Total:	\$ -			
Total Direct Admin.:	\$ 24,200.00			
Total Direct Admin. %:	8%			

BUDGET NARRATIVE

Expense:

1. Direct Program Cost: (a) FTE Pro Rata salary for Program Director \$25,000 who coordinates all programs and supervises Youth Development Advisors (YDAs; case management and street outreach), contractual compliance. (b) FTE Pro Rata salary for Program Coordinator \$19,000; coordinates all program activities, establishes calendar of events, works with all program partners, organizes program trips and logistics. (c) FTE Annual salaries for three YDAs; total salaries \$100,000; YDAs work directly with youth providing case management and intervention services. (d) PT Licensed Clinical Social Worker (LCSW) \$21,600 (\$30hrx15hrs. wk./x 48wks.); will be responsible for assessing all program participants who may be in need of mental health services, facilitate weekly case management team meetings with staff, conduct weekly meetings with youth, review case files. (e) PT Program and Classification Specialist \$21,600 (\$18hrx25 hrs. wk. x 48 wks.); conduct classification program placements, interviews and assess program participants.
2. Direct Program Cost Fringe: \$39,000 includes FICA, Social Security, Medicare, Unemployment, health insurance.
3. Program Supplies \$5,000. Purchase various program supplies.
4. Food \$7,500. Includes snacks, field trip related, basic needs, holiday and year-end parties.
5. Transportation \$2,000. Travel expenses incurred for educational, enrichment and recreational field trips.
6. Other: \$17,500. Rent, \$5,000 (pro rata); direct program costs for all classes, youth assessments and staff located @ 54 South Prospect St. \$ 12,500, Worker's Compensation expense for high-risk staff occupation.
7. Other: \$17,600. Field trips \$2,500; Office supplies \$1,600; Equipment service \$1,000; Training and education for staff \$2,000; Staff travel \$3,600 monthly stipend \$75 per staff to offset travel expense; Cell phones \$4,500 cost used for YDA's to communicate with youth on individual case load. Employee background checks \$400; Uniforms \$2,000 purchase staff uniforms.
8. Direct administrative cost: \$20,000 (a) FTE Pro Rata salary for Program Associate, collects daily data, input and edit data into ETO, record maintenance for youth in program. (b) \$25,000 IN KIND – Sr. Program Director will provide program oversight and support.
9. Direct Administrative Cost Fringe: \$4,200; \$5,250 IN KIND; includes FICA, Social Security, Medicare, Unemployment and health insurance.

EXHIBIT C

FY 2018 Grant Administration Timeline COMPASS Peacebuilders Program

By agreement, October 25, 2017

The Department of Families, Children, Youth and Recreation is committed to partnering with community-based organizations to achieve increasingly positive, sustainable outcomes for Hartford's youth and families. This timeline supports the City's partnership with the COMPASS Youth Collaborative Peacebuilders program, by showing grant *administration* deliverables. Nothing in this document overrides any contract provision in force.

Contact. Please direct questions to Kristina Baldwin, Grants Manager, at kristina.baldwin@hartford.gov.

Date	Activity**
July 1, 2017 (Upon execution)	Contract Effective Date; program period begins Disbursement 1 of 4
December 15, 2017	Deadline: Quarterly Program and Financial Reports covering period 7/1/17-11/30/17
About Dec. 31, 2017	Invoice #2
About Jan. 31, 2018	Disbursement 2 of 4
Feb – March, 2017	Site Visit – Scheduled*
March 15, 2018	Deadline: Quarterly Program and Financial Reports covering period 12/1/17-2/28/18
About March 30, 2018	Invoice #3
About May 30, 2018	Disbursement 3 of 4
About June 30, 2018	Invoice #4
About July 30, 2018	Disbursement 4 of 4
July 15, 2018	Deadline: Final Program and Financial Reports covering period 3/1/18-6/30/18
August 2018	City report review/follow-up/acceptance period

*An unscheduled Site Visit will also be conducted during the contract period.

**Peacebuilders participants and/or staff may be expected to participate in DFCYR additional trainings and opportunities during the grant period.