

**ADDENDUM TO
CSEA, Local 2001, SEIU
GROUNDS MAINTENANCE AGREEMENT**

**Provisions Relate Solely to the
Parking Monitor & Senior Parking Monitor Classifications**



2021- 2029

Unless specifically included within the scope of this Addendum Agreement there are no past practices. Other provisions which may be included within the Grounds Maintenance Contract shall not be applicable to this group of employees.

116608

Application of Agreement

This Agreement shall apply solely to Parking Monitors and Senior Parking Monitors who are employees of the Town of West Hartford. It specifically excludes clerical employees, supervisors, professional employees, part-time employees who work less than twenty (20) hours per week, seasonal employees working fewer than sixteen (16) weeks per year, and employees who work less than nine hundred (900) hours per year, employed by the Town of West Hartford.

ARTICLE I

Recognition, Security and Definitions

1.0 CSEA, Local 2001, SEIU is recognized as the exclusive representative of all such employees for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment.

1.1 The term "Employer" shall mean the Town of West Hartford, a municipal employer as defined in the Municipal Employee Relations Act. The term "Union" shall mean CSEA, Local 2001, SEIU. The term "Employee" shall mean every hourly rated person employed by the Employer as defined in the Application of Agreement.

ARTICLE II

Union and Town Security

2.0 The Town agrees that, upon written authorization of any employee in the bargaining unit, as defined in the Application of Agreement provision, it will make a monthly deduction from the wages of such employee of an amount authorized by the employee for the purpose of paying Union dues, and CSEA PAC or initiation fees or making deposits in a credit union. Such authorization shall include written and electronic authorization under State and Federal Law. Such deduction shall be discontinued only in the event of termination of the employee's services or upon the employee's written request in accordance with the terms of the membership agreement. No refund will be made to any employee in the event of the employee's failure to comply with this provision. All deductions under this Section will be made from the wages payable on the first regular payroll of each month.

2.1 The Union agrees to indemnify and save harmless the Town for any sums which the Town is required to pay as the result of a claim that the sums of money herein referred to have been illegally deducted, or for any liabilities which may rise from the Town's having complied with or enforced this provision.

2.2 The total amount deducted each month in accordance with the provisions of Article II will be remitted by the Town, together with a list of the employees from whose wages such deductions have been made, to such individual and at such address as shall be specified by the Union. Such remittance shall be made by the last day of the month in which the deductions are made. Such lists shall be in an editable digital file format and include the

following information for all employees of the bargaining unit if on file with the employer: full name, employee ID, job title, department, work location, home email address, work email address, work telephone number, home address, home telephone number, date of hire, rate of pay, dues paid during the reporting period and employment status.

2.3 The Town shall deduct contributions to the CSEA PAC, or for any other service, program or committee provided or sponsored by the Union, from the wages of those employees who have authorized such a deduction. All such contributions shall be remitted to the Union along with a list, in editable electronic format, of each contributor showing the amount deducted. Deductions and remittances shall be on the same schedule as dues deductions.

2.4 The Town shall provide, in an editable digital file format, the following information for any new hire if on file with the Town: Name, employee ID, job title, department, work location, home email address, work email address, home telephone number, work telephone number and the home address. The Town shall provide such information with real time electronic transmission of new hire data. The Town agrees that if the Union provides a template and/or a site for which such data may be submitted the Town will use the format and submission method provided by the Union.

2.5 The obligation of the Town for funds actually deducted under this Article terminates upon the delivery of the deductions so made to the person authorized to receive such amounts from the Town. Neither any employee nor the Union shall have any claim against the Town for errors in the processing of deductions unless a claim of error is made in writing to the Director of Financial Services within ninety (90) calendar days after the date such deductions were or should have been made.

2.6 The Union agrees that it will not call, authorize, instigate, sanction or condone any strike, slowdown, work stoppage, or any action against the Town by bargaining unit employees who are on duty. The Town agrees that it will not lock out any employees.

2.7 The Town agrees that each newly hired employee shall participate in a mandatory and in-person meeting, as small as one (1) individual, within the first fourteen (14) calendar days from the date of hire during regular working hours and onsite without loss of compensation.

Each newly hired employee, as part of their in-person orientation meeting, shall be required to attend a mandatory thirty (30) minute orientation meeting, conducted by the Union, without loss of compensation, during regular work hours and at the employer's work site. If no orientation is conducted, then the Union will be allowed thirty (30) minutes during the new employee's workday, at a mutually agreed to time and place, to make such a presentation without loss of compensation.

Union designee(s) including, but not limited to, Union representative, Officers, Stewards and members shall conduct the sessions covered under this Article.

The Town shall grant Union designee(s) release time, including reasonable time for travel and set up, without loss of compensation to conduct any sessions, meetings and trainings covered by this Article.

The Town shall be absent from the room during any sessions, meeting and trainings conducted by the Union.

The Union shall have the right to access and use the Town's facilities to conduct orientation sessions and other separate meetings with newly hired employees.

The Town shall provide the Union with at least ten (10) days electronic notice of any orientation meeting, when feasible, and send an electronic list of expected participants at least forty-eight (48) hours in advance of the orientation meeting.

ARTICLE III

Management Rights

3.0 Except where such rights, powers and authority are specifically relinquished, abridged or limited by the provisions of this Agreement, the Town has and will continue to retain, whether exercised or not, all of the rights, powers and authority heretofore had by it and, except where such rights, powers and authority are specifically relinquished, abridged or limited by the provisions of this Agreement, it shall have the sole and unquestioned right, responsibility and prerogative of management of the affairs of the Town and direction of the working forces, including, but not limited to the following:

- a) To determine the care, maintenance and operation of equipment and property used for and on behalf of the purposes of the Town.
- b) To establish or continue policies, practices and procedures for the conduct of Town business and, from time to time, to change or abolish such policies, practices, or procedures.
- c) To discontinue processes or operations or to discontinue their performance by employees.
- d) To select and to determine the number and types of employees required to perform the Town's operations.
- e) To employ, transfer, promote or demote employees, or to lay off, terminate or otherwise relieve employees from duty for lack of work or other legitimate reasons when it shall be in the best interests of the Town or the department.
- f) To prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the Town, provided such rules and regulations are made known in a reasonable manner to the employees affected by them.

- g) To ensure that related duties connected with departmental operations, whether enumerated in job descriptions or not, shall be performed by employees.
- h) To establish contract or sub-contract for municipal operations, provided that this right shall not be used for the purpose or intention of undermining the Union or of discriminating against its members. All work customarily performed by the employees of the bargaining unit shall continue to be so performed unless in the sole judgment of the Town it can be done more economically or expeditiously otherwise.
- i) To create job specifications and to revise existing job specifications.

3.1 The above rights, responsibilities and prerogatives are inherent in the Town Council and the Town Manager by virtue of statutory and charter provisions and are not subject to delegation in whole or in part. Such rights may not be subject to review or determination in any grievance or arbitration proceedings, but the manner of exercise of such rights may be subject to the grievance procedure described in this Agreement.

ARTICLE IV

Grievance Procedure

4.0 No permanent employee shall be discharged, reduced in rank or compensation, or suspended without pay or disciplined in any other manner except for just cause. Whenever any employee is so disciplined, the Department Head or their designated representative shall present such employee with written reasons for such disciplinary action within five (5) days after such employee is disciplined or notified of the discipline, whichever comes sooner. Written warnings or letters of reprimand may not be used against an employee after one (1) year from the date of issue, and records of disciplinary suspension shall not be used against an employee after five (5) years from the date of issue.

4.1 In addition, copies of all written warnings, letters of reprimand, and records of disciplinary suspension shall be emailed to the Union at the email address provided. If no address is provided by the Union, notice shall be emailed to the Union's Staff Representative. Upon request of the affected employee, the Town will seek approval of the State of Connecticut Public Records Administrator for the destruction of written warnings or letters of reprimand after one (1) year from the date of issue, and of records of disciplinary suspensions after five (5) years from the date of issue.

4.2 A grievance shall mean a complaint by an employee or group of employees or the Union that, as to the employee(s) or the Union there has been a violation, misinterpretation or misapplication of specific provisions of this Agreement.

4.3 Adjustment of all grievances shall be sought as follows, except that grievances over a disciplinary action may, at the discretion of the Union, be started at Step 3 of this Section.

Step 1: The aggrieved shall first submit their grievance in writing to the Parking Operations Manager within ten (10) days after the occurrence giving rise to the grievance, the Contract provisions in question, and the remedy

requested. In the case of grievances filed by the Union, the grievance shall include the names of the affected employees, if such information is available to the Union. If such grievance is not resolved to the employee's satisfaction within four (4) days after such submission, then within ten (10) days after the original submission to the Parking Operations Manager, the Union shall submit such grievance to the Department Head. Within seven (7) days after said Department Head receives such grievance, the Department Head or their designated representative shall arrange to and shall meet with representatives of the Union for the purpose of adjusting or resolving such grievance. The Department Head or their designated representative shall give the Union their answer to the grievance in writing seven (7) days after hearing such grievance.

Step 2: If it is not satisfied with the answer of the Department Head or their designated representative to the grievance, the Union within ten (10) days after it receives such answer, may submit such grievance in writing to the Director of Human Resources. Within seven (7) days after said Director of Human Resources receives such grievance, they or their designated representative shall arrange to and shall meet with the representatives of the Union for the purpose of adjusting or resolving such grievance. The Director of Human Resources or their designated representative shall give the Union an answer to the grievance in writing within seven (7) days after hearing such grievance.

Step 3: If either the Town or the Union is not satisfied with the decision of the Director of Human Resources or designee on any grievance, either party may within ten (10) days after receipt of such decision, submit such grievance to the Town Manager. If either the Town or the Union is not satisfied with the decision of the Town Manager, either party may within thirty (30) days after receipt of such decision, submit the grievance to arbitration. Arbitration shall be by the Connecticut State Board of Mediation and Arbitration, except in the case of grievances involving discharges, reductions in rank or compensation, and suspensions without pay, which may be submitted to the American Arbitration Association at the option of the Town. If the Town elects to use the American Arbitration Association, it shall bear the cost of the services of that Association. The decision of the Arbitrators shall be final and binding on both parties.

4.4 The time limits provided for in Section 4.3 of this Article may be extended by agreement of the parties. As used throughout this Article, the term "days" refers to calendar days, unless otherwise specified.

4.5 All grievances and answers thereto shall be set forth in writing.

4.6 The number of bargaining unit employees who may be released from duty with pay in order to present grievances, under Section 4.3 of this Article, shall not exceed two (2) at any one time, unless the attendance of additional witnesses is required.

4.7 Nothing contained herein shall prevent any employee from presenting their own grievance and representing themselves in Steps 1 and 2 of these procedures.

4.8 The Union Staff Representative may submit a written request for specific factual information, as related to a disciplinary action case, from the division manager. The division manager will make such requested data available to the business agent.

4.9 Failure at any step to appeal shall be considered acceptance of the decision required.

ARTICLE V

Holidays

5.0 The following holidays shall be identified as "major holidays" and observed as days off with pay:

New Year's Day (January 1)
Easter Sunday (the Sunday after the Town-recognized Good Friday holiday)
Memorial Day (Last Monday in May)
Independence Day (July 4)
Labor Day (First Monday in September)
Thanksgiving Day (Last Thursday in November)
Christmas Day (December 25)

5.1 For purposes of determining whether an employee has or has not worked on a holiday, the holiday will be deemed to commence at 12:00 a.m. on the date the holiday is observed and end twenty-four (24) hours later.

5.2 Employees who are not required to work their regularly scheduled shift on a day observed as a holiday, because of the holiday, they shall receive eight (8) hours' pay at their regular hourly rate of pay.

5.3 An employee who is scheduled to work and actually does work on any of the days observed as a "major holiday" shall be paid at two times their regular hourly rate of pay for all hours actually worked on that day, in addition to eight (8) hours regular holiday pay.

5.4 An employee who is scheduled to work on the day observed as a holiday and who does not report to work shall be ineligible for holiday pay under this Article for that holiday.

5.5 If the municipal parking operation is closed on any other observed holiday, i.e., Martin Luther King Day, Lincoln's Birthday, Washington's Birthday, Veterans' Day or Columbus Day, and the employee is regularly scheduled to work on that day, then the employee shall receive eight (8) hours' pay calculated at the regular hourly rate of pay.

5.6 In addition to the major holidays listed in Section 5.0 above, an employee shall also be granted three (3) floating holidays, one (1) of which shall be recognized as the employee's

Birthday. An employee's floating holidays with pay shall be taken during each fiscal year at a time mutually agreed to between the employee and their immediate supervisor. Under no circumstances shall the floating holidays be carried over to another fiscal year if not taken, nor will the employee receive premium pay for working on their floating holidays.

5.7 Any employee who leaves Town service for any reason shall repay the Town if they have taken their floating Birthday Holiday before having earned such day (their birth date). As an option the employee may elect to subtract the unearned day from any accumulated vacation days the employee has due them at separation.

ARTICLE VI

Vacation

6.0 Annual vacation leave with pay shall be earned by all classified employees as follows:

Less than four full years of service	- 5/6 day per month (Two weeks)
Four but less than fourteen full years	- 1-1/4 days per month (Three weeks)
Fourteen but less than twenty four full years	- 1-2/3 days per month (Four weeks)
Twenty-four or more full years	- 2-1/12 days per month (Five weeks)

6.1 One (1) year's vacation accrual shall be posted to each employee's credit with the first full paycheck in July of each fiscal year. For any new employee such posting shall be for the portion of the fiscal year from date of hire to the end of the fiscal year and shall be made on the first full (10 working days) paycheck after the employee's date of hire. The accrual shall be adjusted down, at the appropriate rate for the employees' length of service, for each month the employee fails to be in service (pay status) the full month. Any employee who leaves the Town service for any reason shall repay the Town for any vacation leave taken in excess of what they would have earned on a monthly accrual basis from the first of the fiscal year or date of hire.

6.2 For the purpose of computing vacation leave, only dismissal or resignation will break continuity of service. Leave of absence without pay will defer vacation leave accrual during such leave. Vacation leave shall not be granted to employees with less than six (6) months of service; employees shall have their accrual of such leave computed from the date of their original appointment. Accrued, but unused, vacation leave shall be paid to an employee or their estate upon death, resignation in good standing, retirement or layoff. An employee shall be considered to resign in good standing only if the employee notified their Department Head of such resignation at least ten (10) calendar days in advance of the employee's last day of service.

6.3 The vacation pay shall be computed at the straight hourly rate and shall be based on the forty (40) hour work week of the employee. Vacation weeks shall run from Sunday through Saturday.

6.4 Employees may take their vacation leave, in accordance with schedules established by the Department Head or designee, throughout the fiscal year. The Department Head or designee may, however, limit the number of employees on vacation at any one time because of the operating requirements of the division.

6.5 During the period January 1 through January 31 of each calendar year, an employee may submit, in writing, to the Department Head, or designee, the vacation dates the employee desires to schedule for that calendar year. The Department Head, or designee, will approve or deny such requests in writing not later than March 1 of the calendar year. If, during the vacation request period, it is identified that there is a conflict concerning the choice of vacation weeks between employees, the employee with the greatest seniority with the Town shall be given preference.

6.6 Vacation requests received after January 31 shall be approved or denied in the order in which they are received by the Department Head or designee, and shall not be subject to bumping by seniority.

6.7 Notice and authorization for vacation leave of less than one (1) week shall be submitted with a minimum of two (2) weeks notice, when practicable.

6.8 (new) An employee may cash in up to five (5) days of unused vacation leave each fiscal year. Such payment shall not count towards an employee's Average Final Compensation (Article IX, Section 6) regardless of date of hire for purposes of pension calculation and no pension contributions shall be taken on such payment.

ARTICLE VII

Sick Leave

7.0 Sick leave shall not be considered as an entitlement which an employee may use at their discretion, but shall be allowed only in case of necessity arising from actual sickness or disability of the employee, or to meet dental appointments, or to take physical examinations or other sickness prevention measures.

7.1 Sick leave with pay shall accrue to the credit of each employee as follows, to the restrictions listed below:

- (a) Sick leave with pay shall accrue to the credit of each employee at the rate of one and one-quarter (1-1/4) working days for each full month of service to a maximum of one hundred fifty (150) working days. Sick leave shall not accrue more than the maximum of one hundred fifty (150) days.

One (1) year's sick leave accrual (i.e., 15 days) shall be posted to each employee's credit, up to the maximum of one hundred fifty (150) days, with the first full paycheck in July of each fiscal year. For any new employee such posting shall be for the portion of the fiscal year from date of hire to the end of the fiscal year and shall be made on the first full ten (10) working days paycheck after the employee's date of hire. The accrual shall be adjusted down at a rate of one and one-quarter (1 1/4) days, for each month the employee fails to be in service (pay status) the full month. Any employee who leaves the Town service for any reason shall repay the Town for any sick leave taken in excess of what they would have earned on a monthly accrual basis from the first of the fiscal year or date of hire. For employees with prior accumulations of sick leave said repayment shall be first subtracted from prior accumulated sick days.

(b) No provision of these rules is to be construed as preventing any Department Head, with the concurrence of the Town Manager, from withholding sick leave for just cause from any employee under their jurisdiction. An employee with a temporary physical restriction because of an illness or injury may be granted permission to return to restricted duty in the discretion of the Department Head, after consideration of the circumstances, such as the nature, extent and duration of the limitation, the needs of the Department, the work history of the employee, and medical documentation. Such permission shall not be unreasonably withheld.

(c) Notwithstanding the foregoing provision regarding maximum accrual of paid sick leave, any employee may be granted additional paid sick leave upon joint approval of the employee's Department Head, the Director of Human Resources, and the Town Manager. Consideration of such approval shall take into account personal hardship, the nature of the illness, the employee's service record and length of service, and needs of the Town service.

(d) In all cases, sick leave with pay in excess of five (5) consecutive workdays will be granted only when a certificate from a regularly licensed practitioner of medicine or surgery, or both, verifying the need for sick leave, has been submitted to Human Resources. However, if Human Resources feels an employee has been abusing sick leave by requesting such leave without justification, Human Resources may require such a certificate for future sick leave of any duration. Human Resources shall so notify the employee in writing, with a copy to the Union, stating in the letter the reasons for the requirement. After ninety (90) days, the requirement will automatically terminate, unless the Human Resources can show cause for its continuation. Any licensed practitioner's certificate requested under this Section shall be taken at face value.

(e) Sick leave shall not accrue during any leave of absence without pay.

(f) If an employee is unable to report for work because of sickness, it shall be

the employee's responsibility to notify their supervisor at the start of their shift. Whenever possible, such notification shall be made by the employee personally; otherwise, by a person designated by the employee. The notification shall include the general nature of the illness, and an estimate of the length of absence. In the event of hospitalization or confinement for a known period of time, the original notification of absence shall be sufficient. When on extended sick or injured leave, employee shall keep their supervisor informed at least weekly of their progress and possible date of return to duty.

(g) Up to five (5) days of an employee's accumulated sick leave may be used in any fiscal year for illness or incapacity that is not FMLA qualifying in the employee's immediate household in cases where the presence of the employee is essential, which shall include illness or incapacity of the employee's domestic partner.

(h) An employee may utilize accrued sick leave for FMLA qualifying leave in any fiscal year for the birth, adoption or foster care of a child or the serious health condition of a child, parent or spouse in accordance with FMLA provisions. This provision does not include the employee's domestic partner.

(i) No more than three (3) days of accrued sick leave may be used by the employee each fiscal year for personal business which cannot be conducted at any other time, and which is not covered by any other leave provision in this Agreement. Request for leave under this paragraph should be made as soon as the employee is aware of the need, and in no event less than two (2) weeks prior to the beginning of the shift for which leave is requested, except in case of emergency or other unforeseen circumstances arising after such time limit has passed. If necessary, the Parking Operations Manager or their designee may limit the number of employees on leave under this paragraph at any one time in order to meet the operating requirements of the division. Personal leave days under this paragraph may not accumulate from year to year except as sick leave.

(j) In cases of sick leave of less than one (1) full working day, an employee's accrued sick leave shall only be charged to the nearest full hour of absence from work.

ARTICLE VIII

Other Leave

8.0 When death occurs in an employee's immediate family, funeral leave will be granted by the Director in accordance with the following schedule:

- Up to 5 days leave for employee's mother, father, spouse, child, sister, brother, domestic partner;
- Up to 5 days leave for spouse's mother, father, children;
- Up to 3 days leave for employee's grandparent, grandchild;
- Up to 3 days leave for spouse's sister, brother, grandparent, grandchild;

- 1 day leave for employee's aunt, uncle

Exceptions to this provision will be referred to the Director of Human Resources. Documentation of need and propriety may be required at the discretion of the Director.

8.1 Employees shall be granted leave with pay for the following reasons and subject to the following restrictions:

- 1) Jury duty.
- 2) Any other required appearance before a court or other public body except where the employee is a litigant.
- 3) Participation in short-term military training in Federal Reserve or National Guard, not to exceed two (2) weeks in any calendar year in accordance with USERRA guidelines.
- 4) Participation in conferences or official meetings which enhance the employee's value to the Town and approved by the appointing authority.
- 5) Participation in education or training courses which enhance the employee's value to the Town and approved by the appointing authority.

In case the employee receives any pay or remuneration, such as a fee for jury duty or military pay, or a scholarship or fellowship, the employee's Town salary shall be reduced by that amount for the duration of the leave.

8.2 Employees shall be granted leave without pay for the duration of military service and shall be returned to their original position or to one similar in pay and duties upon their separation from such military service provided they return to the Town service within ninety (90) days of their separation from the military service or from hospitalization arising from such service in accordance with USERRA guidelines.

8.3 Employees may be granted other leave without pay at the discretion of the Director with the concurrence of the Director of Human Resources when, in their opinion, the Town service would benefit from such leave. Such approval shall be granted only after consideration of the needs of the Town service, the service record of the employee, and the relevancy of the request to the needs of the Town.

ARTICLE IX

Insurance and Retirement Plans

9.0 Health Insurance

A. The Town will enroll bargaining unit employees in the CT Partnership Plan 2.0 for health insurance.

B. Current employees – Hired before January 1, 2025

Effective upon the first month following ratification of this Agreement, each member of the bargaining unit shall contribute twenty percent (20%) of the fully insured rate for the plan for the individual or dependent coverage desired, not to exceed the percentage cap of 4.75% of the employee's annual earnings calculated from base pay rate.

Effective July 1, 2025 - twenty percent (20%) and cap of 5.25% of the employee's annual earnings calculated from base pay rate.

Effective July 1, 2026 - twenty percent (20%) and cap of 5.75% of the employee's annual earnings calculated from base pay rate.

Effective July 1, 2027 - twenty percent (20%) and cap of 6.25% of the employee's annual earnings calculated from base pay rate.

Effective July 1, 2028 - twenty percent (20%) and cap of 6.75% of the employee's annual earnings calculated from base pay rate.

Employees Hired After January 1, 2025

Effective upon the first month following ratification of this Agreement, each member of the bargaining unit shall contribute twenty percent (20%) of the fully insured rate for the plan for the individual or dependent coverage desired, not to exceed the percentage cap of 5.75% of the employee's annual earnings calculated from base pay rate.

Effective July 1, 2025 - twenty percent (20%) and cap of 6.25% of the employee's annual earnings calculated from base pay rate.

Effective July 1, 2026 - twenty percent (20%) and cap of 6.75% of the employee's annual earnings calculated from base pay rate.

Effective July 1, 2027 - twenty percent (20%) and cap of 7.25% of the employee's annual earnings calculated from base pay rate.

Effective July 1, 2028 - twenty percent (20%) and cap of 7.75% of the employee's annual earnings calculated from base pay rate.

C. After initial enrollment, an employee may modify coverage only during the annual enrollment period, except for changes in family status by birth, death, adoption, marriage, or involuntary loss of coverage due to extenuating circumstances may be made at any time by notifying the Benefits Division within thirty (30) days of the change in status (ninety-one (91) days for newborns), otherwise the employee may be required to wait until the next open enrollment period.

D. Upon death of an active employee, medical benefits shall continue, for a period of thirty six (36) months, to the surviving spouse and eligible dependents in the same manner as if the deceased had remained an active employee, with the exception that any contributions to premiums shall not be required, and benefits for a surviving spouse age sixty five (65) or over will be coordinated with Medicare in the same manner as with a retired employee. Such continuation of medical benefits is intended to satisfy the requirements of COBRA and no further continuation shall be made.

E. The Town shall provide a Tax Savings Plan within the meaning of Section 125 of the Internal Revenue Code of 1986, as amended, and the income designated by the employee in compliance with such plan shall be excludable from the employees' taxable income as provided by law.

F. **Opt Out Stipend** - Employees who opt out of health insurance coverage during the July-June fiscal year will be eligible for a stipend of up to \$2,500 paid in a lump sum in the first full pay date in July following completion of the fiscal year in which the employee opted out. The stipend will be prorated based on the number of full months that health insurance coverage was waived.

9.1 Prescription Drug Program

A. The Town will maintain a prescription drug program on behalf of Town employees through and in accordance with the CT Partnership Plan 2.0.

9.2 Life Insurance

The Town shall participate in a group life insurance plan and provide a policy for active, full time employees in the amount of fifty thousand (\$50,000) dollars. The Town will pay the cost of such insurance for each participating employee. There is no continuation of life insurance coverage at retirement.

9.3 Vision Care

The Town shall provide and pay the cost, for active employees and qualified dependents, for a "basic" networked vision care program as outlined in Attachment A.

9.4 Dental Coverage

The Town shall provide a full service dental plan as outlined in Attachment B. Each bargaining unit member may participate and pay 25% of the fully insured rate toward the cost of individual coverage and have the option to elect further coverage for eligible dependents. Employees who elect to enroll dependents may do so at their own expense by authorizing monthly payroll deductions covering 50% of the additional cost for such enrolled dependents. Dependents may be enrolled during the open enrollment period and must remain participants for twelve (12) months. Eligible dependent children may remain on the plan until the end of the calendar year during which they turn age 26. Participation in

the Dental Plan is limited to active employees, unless otherwise required by applicable law.

9.5 Long Term Disability

The Town shall provide for active employees disability insurance coverage with the following features: one hundred eighty (180) day waiting period, benefit of sixty percent (60%) of pay with three thousand dollar (\$3,000) monthly maximum and with offset for any other disability income, benefits to age sixty five (65), disability defined as unable to engage in own occupation for first two (2) years and unable to engage in any occupation thereafter.

9.6 Pension Plan

A.1. The Town shall continue the present pension coverage for Parking Operation employees hired prior to February 7, 2017, any and all amendments to said pension ordinance, which effect this bargaining unit, and which are enacted during the term of this Agreement shall also become a part hereof, provided that no such amendment which reduces retirement allowances for employees or their dependents or beneficiaries, or which requires greater employee contributions than now specified, shall become a part hereof without written consent of the Union.

2. Employees hired on or after February 7, 2017 will become members of the Town of West Hartford Pension Plan, Part E. The Part E member shall contribute three percent (3%) of base wages to the Plan. Upon reaching eligibility for a retirement benefit and in compliance with Pension Ordinances, the defined benefit shall be calculated at one percent (1%) of base wage multiplied by the member's years of credited service, up to a maximum of thirty-five (35) years.

Additionally, the Town shall contribute an amount equal to two and one quarter percent (2.25%) of the employee's base wage to a 401(a) defined benefit plan. The Employee shall also allocate two and one quarter percent (2.25%) of their base wage to the 401(a) Plan. The Plan shall be in compliance with IRS regulations.

B. Effective upon the first month following ratification, all active employees in the bargaining unit, except those subject to Article IX, Section 9.6(A)(2) shall contribute, six and one quarter percent (6.25%) of their gross earnings to the Pension fund. Whenever an employee hired on or after July 1, 2003 reaches thirty five (35) years of credited service with the Town (excluding any buy-back time) their contribution shall be reduced to two percent (2.0%) of their gross earnings.

C. Any member who is hired by the Town on or after July 1, 2003 and shall have attained the age of sixty five (65) years and completed fifteen (15) years of credited service or attained the age of sixty two (62) years and completed thirty five (35) years of credited service shall be eligible for retirement from active service and for a normal unreduced retirement allowance.

D. For bargaining unit employees who are Part B members of the Pension Plan, Section 30-8 of the Pension Ordinance shall reflect the following:

AVERAGE FINAL COMPENSATION - The average annual compensation of a member during the three (3) highest paid years of service prior to and including the last full month of employment. The average final compensation for a Part B member shall not exceed the member's highest paid calendar year base wage. The highest paid calendar year base wage will be calculated on base wages or salary only and will not include payments on account of overtime worked, longevity payments, meal payments, or any other payment.

E. For bargaining unit members who are Part B members of the Pension Plan, provisions of the Pension Ordinance related to Disability Pensions, as a result of workplace injuries, shall be:

1. An employee with less than ten (10) years of service who is unable to perform any work in accordance with federal Social Security Administration provisions shall be eligible to receive a disability pension.
2. Regardless of years of service, the disability pension benefit shall be offset at a rate of one dollar (\$1) for every two dollars (\$2) of earned income, once earned income plus disability pension benefit equals the employee's annual base salary, determined at the time of disability. Earned income shall be defined as adjusted gross income on federal income taxes that include, but not be limited to, wages, long term disability payments, workers compensation payments, etc.

An employee who qualifies for a disability pension, who is offered alternate employment with the Town shall remain a member of Part B of the Pension Plan for all purposes, including the computation of employee and Town contributions, retirement eligibility date, and pension benefit computation, as if the employee had remained in their former position, and had received the salary increase uniformly applicable to their former position. An employee similarly situated from another bargaining unit shall maintain the benefits afforded to them under the collective bargaining unit they belonged at the time of the injury.

F. Each calendar year, the Town shall match, on a dollar-to-dollar basis, the employee's contribution to a 457 deferred compensation program. The Town's contribution shall not exceed two percent (2%) of the employee's annual base pay and shall start with the employee's first contribution of the calendar year.

ARTICLE X

Wages

10.0 The pay schedule below reflects the hourly rate of compensation for the Parking Monitor classification to become effective as specified:

Parking Monitor - Grade 1 (PK01)**Parking Monitor (1800)**

	EFF DATE	% Inc	1	2	3	4	5	6	7
FY22	7/1/2021	2.00%	20.33	20.93	21.56	22.23	22.88	23.55	24.29
FY23	7/1/2022	2.00%	20.74	21.35	21.99	22.67	23.34	24.02	24.78
FY24	7/1/2023	2.00%	21.15	21.78	22.43	23.12	23.81	24.50	25.28
FY25	7/1/2024	2.00%	21.57	22.22	22.88	23.58	24.29	24.99	25.79
FY26	7/1/2025	Restructure	25.00	27.37	29.85				
FY27	7/1/2026	3.00%	25.75	28.19	30.75				
FY28	7/1/2027	3.00%	26.52	29.04	31.67				
FY29	7/1/2028	3.00%	27.32	29.91	32.62				

*** Move to 3 step range FY26 effective 7/1/25**

Parking Monitor - Grade 2 (PK02)**Senior Parking Monitor (1900)**

	EFF DATE	% Inc	1	2	3	4	5	6	7
FY22	7/1/2021	2.00%	22.71	23.33	23.96	24.60	25.26	25.93	26.67
FY23	7/1/2022	2.00%	23.16	23.80	24.44	25.09	25.77	26.45	27.20
FY24	7/1/2023	2.00%	23.62	24.28	24.93	25.59	26.29	26.98	27.74
FY25	7/1/2024	2.00%	24.09	24.77	25.43	26.10	26.82	27.52	28.29
FY26	7/1/2025	Restructure	27.00	29.56	32.24				
FY27	7/1/2026	3.00%	27.81	30.45	33.21				
FY28	7/1/2027	3.00%	28.64	31.36	34.21				
FY29	7/1/2028	3.00%	29.50	32.30	35.24				

*** Move to 3 step range FY26 effective 7/1/25**

10.1 When an employee has completed twelve (12) months of service, the employee will be eligible for a merit review as defined in Section 10.2, effective with the full payroll period that includes the employee's date of employment providing they meet the conditions set forth in Section 10.2 and 10.3 of this Article.

10.2 Normally, the employee shall be eligible for a merit review after twelve (12) months at the previous level. Merit salary increases within an established range shall depend primarily upon recommendations of merit by the Department Head. Merit salary adjustments shall be given only upon certification by a Department Head that the employee has maintained a consistently high level of performance. If, after such notice, the employee's performance does not improve, their merit adjustment may be withheld until the Director has determined the employee's performance warrants a merit

adjustment. When an adjustment is withheld, the employee shall be notified in writing of the reasons for such action and shall have the right to challenge the decision by means of the grievance procedure.

10.3 The normal probationary period for all employees in the bargaining unit shall be six (6) months. However, the normal probationary period may be extended by the Department Head for a period not to exceed an additional six (6) months. Should the probationary period be extended, there shall be no adjustment in salary as provided in Section 10.1.

10.4 If an employee is required to work a higher classification than their regular classification, the employee shall receive a rate at least five percent (5%) above their regular hourly rate; but in no event shall the employee receive more than the highest rate in the salary range for the higher classification.

ARTICLE XI

Hours of Work and Overtime

11.0 The regular work week shall consist of forty (40) hours per week, eight (8) hours per day, on five (5) consecutive days, with two (2) days off. Shifts assignments may be rotated at quarterly.

11.1 Employees may practice shift swaps. Any change proposals must be submitted to the Parking Operations Manager for approval in advance. The Parking Operations Manager is not required to grant the request.

11.2 Work in excess of forty (40) hours per week will constitute overtime and be paid at one and one half (1 ½) times the employee's regular hourly rate. All overtime must be pre-approved by the Parking Operations Manager.

11.3 For the purpose of computing overtime hours in excess of the basic workweek, hours paid for but not worked, on holidays or any other approved leave with pay, shall be counted as hours worked.

11.4 Shift assignments and shift starting times shall not be changed by the Parking Operations Manager without one (1) week's advanced notice to the affected employees.

11.5 There will be no overtime paid for hours worked on Holidays unless the hours worked are in excess of forty (40) hours in the work week, except as provided in Article V, Section 5.3.

11.6 Employees may not elect to receive compensatory time off in lieu of overtime pay for any overtime hours worked.

11.7 An employee called in for emergency work, as determined by the Town, shall be paid at one and one-half (1 ½) times the employee's regular rate of pay for actual hours worked, but not less than the equivalent of four (4) hours of their regular hourly rate of pay.

11.8 An employee shall be deemed to have been "called in" only when the employee is notified, after finishing their preceding regular shift, of work to be done. If the employee receives such notice before finishing their shift, the employee shall be deemed to have worked continuously, for purposes of this Section. Only hours between their regular quitting time and two(2) hours before their next day's starting time are subject to the call-in provision during the regular work week.

11.9 Once an employee has been called in, the employee shall be considered to be available for work for the next four (4) hours; and if the employee is called back to work more than once within such four (4) hour period, the employee shall not be entitled to a second four (4) hour straight time minimum. However, if the second call-in extends beyond the end of the original four (4) hour period, all work thereafter shall be compensated at time and one-half.

ARTICLE XII

Rules and Practices

12.0 The parties agree that reasonable safety standards shall be observed on the job, as required by OSHA or other authorities. The Town shall provide required safety equipment. All employee are required to wear their uniforms, shoes and safety equipment (as required) while on duty unless excused by medical certification or other circumstances beyond their control.

12.1 Both parties agree not to discriminate against any employee on the basis of race, creed, color, national origin, religion, age, sex, marital status or physical disability, and any other protected class in accordance with state and federal law and as stated by Town Policy and Personnel Rules.

12.2 Workers' Compensation Insurance.

- a) The Town shall supplement the Workers' Compensation payments of the insurance company so that the employee will receive full pay (less the amount of any worker's compensation award made for temporary disability due to said injury) during this absence, provided that such supplementary benefits shall end sixty (60) days from the date on which the injuries were sustained. The same time period may be extended up to an additional ninety (90) calendar days by the Town's Director of Human Resource and Risk Manager, based solely upon the written and authorized referral for a latent surgery or procedure by the authorized treating physician.

- b) In addition to the foregoing, an employee's paid leave may be extended for an indefinite period, in the sole discretion of the Town's Director of Human Resources and Risk Manager if it is determined that such extension is in the best interest of the Town and the employee concerned. To be eligible for any extensions, the employee must, if directed by the Town, submit an application for disability retirement to the Pension Board and/or submit to a physical examination by a physician authorized by the Town to determine the approximate length of time necessary to return to duty. The Town may, in its sole discretion, at any time during the extension, terminate such indefinite period extension if the Town determines that the extension is no longer in the best interest of the Town and the employee concerned. In that event, the employee is released to work in any capacity by the authorized treating physician and refuses any light duty assignment, in the sole and exclusive discretion of the Town may either be placed on unpaid leave status (after the employee is allowed to exhaust all accrued leave) or separated from employment.
- c) When so directed by the Town, an employee out of work due to an on-the-job injury shall present themselves for a medical examination. The Town will bear the full expense of said examination. The failure of such employee to present themselves for an examination as directed will operate to automatically terminate any payments under this Article.
- d) Should an employee recover from a third-party damage for an illness or injury, including death, compensable pursuant to C.G.S., Chapter 568, the employee agrees to reimburse the Town for the supplemental wage payments paid to them up to the limit of such recovery, in the same manner that workers' compensation payments are reimbursed under applicable law.
- e) Whenever an employee out of work due to an on-the-job injury becomes physically able, as provided by the authorized treating physician, to perform some useful light duty work for the Town, the employee may be required to do so as a condition to receiving the benefits specified in Section A above.

12.3 The Town shall provide full financial assistance for required educational courses and training programs which are job-related and designed to improve the employee's chances for promotion. For courses which are voluntary, reimbursement shall be provided at the Town's discretion. In exercising that discretion, the Town may establish a committee of management members to review requests, and may adopt reasonable restrictions on reimbursement in order to ensure that available funds are distributed equitably in order to be reimbursed the employee must complete the course with a passing grade of at least C. Total reimbursement will be 70% of costs for a grade of C or above, 80% of costs for a grade of B or above and 90% of costs for a grade of A or above.

12.4 Meal and break periods - The parties acknowledge that Connecticut General Statutes, Section 31-51i (a) provides that no employee shall be required to work for seven and one-half or more consecutive hours without a period of at least thirty (30)

consecutive minutes for a meal. The parties agree, in accordance with CGS, Sec. 31-51ii (e), to continue the informal practice of working a schedule of eight (8) consecutive hours without a designated half-hour meal/rest break. Employees may eat while on-the-job as operations permit but such time shall not exceed a total of thirty (30) minutes, including meal preparation or transportation time.

ARTICLE XIII

Uniforms

13.0 Uniform shirts five (5) summer polo-type collared shirts and five (5) long sleeve oxford shirts) shall be provided by the Town and will be returned to the Town if the employee leaves the Town's service for any reason.

- a) The employee shall not wear jeans or other denim pants nor shall the employee wear sneakers. Business attire will be the acceptable standard, as determined and delineated by the Parking Operations Manager.
- b) The employee shall be responsible for cleaning uniforms.
- c) The Town shall furnish each employee with one (1) winter jacket with hood and will be replaced as needed based on an inspection.
- d) The Town will furnish one (1) set of foul weather gear for each employee as needed. Foul weather gear shall be replaced on inspection, but such items remain the property of the Town.
- e) The Town will provide whatever safety equipment the Town deems necessary for the personal use of the employees. The Town will replace all such safety equipment which is worn out or damaged.

ARTICLE XIV

Seniority and Layoffs

14.0 Every employee who is legally appointed as a result of certification from an appropriate eligible list and who holds a regular appointment by virtue of successful completion of their probationary period and every person currently employed by the Town at the time these rules take effect shall have tenure of employment in the classified service during meritorious service, except as otherwise provided in these rules.

14.1 Order of Lay-off. (1) Temporary employees shall be laid off before probationary employees and probationary employees before regular employees. Regular employees shall be laid off according to seniority within their respective classes and departments, the most recently appointed employee to be laid off first. (2) No employee laid off shall have any right or precedent over any other regular employee in the same class working in another department not involved in the lay-off.

14.2 Notice of Lay-off. In every case of lay-offs, the appointing authority shall give written notice ten (10) working days in advance of their action to the Director of Human Resources and the employee, and shall certify therein that the lay-off is for reasons not reflecting discredit on the employee.

14.3 Return of Lay-off Names to Eligible Lists. The names of regular employees laid off shall be placed on the appropriate reemployment lists according to seniority for the class in which the lay-off occurred unless the employee indicates in writing to the Director of Human Resources that the employee is no longer interested in employment. The names of probationary employees who are laid off shall be restored to their former position on the eligible list from which certification was made and the names of such employees shall not be placed on the reemployment list.

14.4 If an employee is to be laid off because of a reduction in the number of positions in a given classification or because of displacement by a more senior employee, such an employee shall be eligible for severance pay at the rate of one (1) week's pay for each full year of continuous employment within a position in the bargaining unit up to three (3) years, and one-half week's pay for each full year of continuous employment within a position in the bargaining unit thereafter. Pay shall be computed based on the employee's regular rate during the last full pay period of employment within the bargaining unit.

ARTICLE XV

Miscellaneous

15.0 Family Medical Leave will be in accordance with Town of West Hartford Guidelines.

15.1 Direct Deposit of Pay is a condition of employment.

15.2 There shall be no use of tobacco products, including vaping, in any town vehicles, town facilities or while performing any job function.

15.3 Neither the Employer nor the Union shall be bound by any requirement which is not specifically stated in this Agreement. Specifically, but not exclusively, neither the Employer nor the Union is bound by any past practice of the Employer, or understandings, unless such past practices or understandings are specifically stated in this Agreement.

15.4 Evaluations can be conducted at any time and for any reason.

ARTICLE XVI

Union Business Leave

16.1 Special leave of absence with pay will be granted under the following conditions to authorized Union Representatives for attendance at conferences, institutes, or seminars sponsored or endorsed by the Union, or for the conduct of Union business directly related to the collective bargaining representation of employees.

- a) Written request for such leave shall be submitted by the Union to the Department Head at least ten (10) calendar days prior to the first day of such requested leave.
- b) Not more than an aggregate total of two (2) days of leave from scheduled duty shall be granted annually, with pay under this Section. Leave without pay aggregating an additional fifteen (15) days may be granted each fiscal year by the Department Head for other Union business.
- c) The Department Head may deny a request for either paid or unpaid leave, submitted under the Section, if in the Department Head's opinion, the absence from duty of the employee during the period of requested leave would be seriously detrimental to the best interests of the department because of operating requirements. When such leave is for a longer period than one (1) day, the Department Head may deny leave to any more than two (2) employees who would otherwise be on scheduled duty during any part of the proposed period of leave.
- d) The Department Head, within three (3) calendar days after submission of a request for leave under this section, shall grant or deny the request in writing to the Union. In granting any such request, the Department Head may require that the employee, upon their return to duty, furnish evidence of their attendance at the conference, institute or seminar for which the leave was granted.
- e) It is recognized that an employee who is granted leave with pay under this section is granted such leave in their capacity as a representative of the Union as distinguished from their service as an employee of the Town and, therefore, it is agreed that during the period of such leave the Town shall have no greater legal or other obligation to such employee than it would have to an employee absent from duty on authorized leave without pay.

ARTICLE XVII

Duration

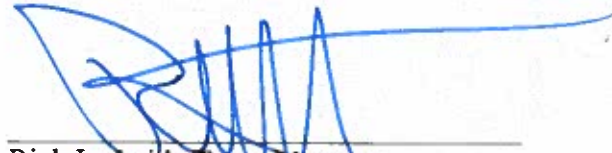
17.0 This Agreement contains the full agreement between the parties on all negotiable issues, and neither party shall be required during the term hereof to negotiate upon any issue, whether covered or not covered herein, during the term hereof.

17.1 This Contract shall be in full force and effect from July 1, 2021 to June 30, 2029, and shall continue in effect thereafter, unless amended or modified in the manner prescribed below, or terminated in accordance with the law. Wage increases as indicated shall be implemented retroactive to the date indicated. All other changes shall be implemented as soon as possible after the execution of this agreement.

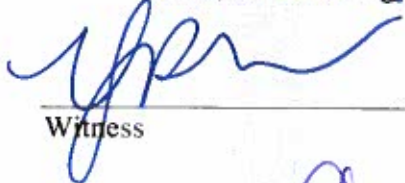
17.2 The Parties acknowledge that as of the ratification date of this Agreement, negotiations are open for a successor agreement as of July 1, 2029.

IN WITNESS WHEREOF, the parties hereto have set their hands on this 4th day of June, 2025.

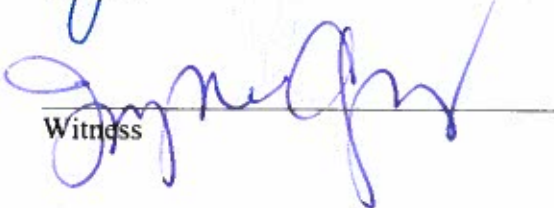
TOWN OF WEST HARTFORD



Rick Ledwith, Town Manager



Witness

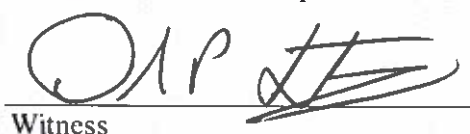


Witness

CSEA, Local 2001, SEIU



Kevin Mercik, Staff Representative



Witness

Witness

MEMORANDUM OF UNDERSTANDING
Between the
Town of West Hartford
And
CSEA, Local 2001, SEIU Parking Monitors

The Town of West Hartford and CSEA, Local 2001, SEIU Parking Monitor Unit, agree and acknowledge that all previous written agreements including, but not limited to, Memoranda of Understandings entered into by the Town of West Hartford and SEIU, Local 2001, CSEA Unit, unless superseded or expired, shall remain in full force and effect between the Town of West Hartford and CSEA, Local 2001, SEIU.

For the Town of West Hartford

For the Union

CSEA, Local 2001, SEIU

Date

Date

Witness

Witness

Attachment	A	Town of West Hartford Outline of Basic Vision Care Town of
Attachment	B	West Hartford Outline of Dental Benefits Town of West
Attachment	C	Hartford Health Plan
Attachment	D	Town of West Hartford and CSEA, Local 2001, SEIU
		Guidelines Related to Family and Medical Leave

Attachment A
Town of West Hartford, CT.



Vision Benefit Summary
Customer Service and Provider Locator: 800-638-3120
www.myuhcvision.com

UnitedHealthcare Vision has been trusted for more than 50 years to deliver affordable, innovative vision care solutions to the nation's leading employers through experienced, customer-focused people and the nation's most accessible, diversified vision care network.

In-network, covered-in-full benefits (up to the plan allowance and after applicable copay) include a comprehensive exam, eye glasses with standard single vision, lined bifocal, lined trifocal, or lenticular lenses, standard scratch-resistant coating¹ and the frame, or contact lenses in lieu of eyeglasses.

Benefit Frequency

Comprehensive Exam(s)	Once every 12 months
Spectacle Lenses	Once every 12 months
Frames	Once every 12 months
Contact Lenses in Lieu of Eyeglasses	Once every 12 months

In-Network Services

Copays

Exam(s)	\$0.00
Materials	\$0.00

Frame Benefit (for frames that exceed the allowance, and additional 30% discount may be applied to the coverage)²

Private Practice Provider	\$50.00 retail frame allowance
Retail Chain Provider	\$130.00 retail frame allowance

Lens Options

Standard Scratch Resistant Coating - covered in full. Other optional lens upgrades may be offered at a discount (discount varies by provider).
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Contact Lens Benefit³

Selection contact lenses The fitting/evaluation fees, contact lenses, and up to two follow-up visits are covered in full after copay (if applicable).	If you choose disposable contacts, up to 4 boxes are included when obtained from a network provider.
Non-selection contact lenses An allowance is applied toward the fitting/evaluation fees and purchase of contact lenses outside the covered selection. Materials copay (if applicable) is waived.	\$105.00
Necessary contact lenses⁴	Covered in full after copay (if applicable).

Out-of-Network Reimbursements (Copays do not apply)

Exam(s)	Up to \$50.00
Frames	Up to \$50.00
Single Vision Lenses	Up to \$40.00
Lined Bifocal Lenses	Up to \$60.00
Lined Trifocal Lenses	Up to \$80.00
Lenticular Lenses	Up to \$80.00
Elective Contacts in Lieu of Eye Glasses ⁴	Up to \$105.00
Necessary Contacts in Lieu of Eye Glasses ⁴	Up to \$210.00

Discounts

Laser Vision - UnitedHealthcare Vision has partnered with the Laser Vision Network of America (LVNA) to provide our members with access to discounted laser vision correction providers. Members receive 15% off usual and customary pricing or 5% off promotional pricing at more than 550 network provider locations and even greater discounts through set pricing at LasikPlus locations. For more information, call 1-888-563-4497 or visit us at www.uhclasik.com.

Additional Material - At a participating network provider you will receive up to a 20% discount on an additional pair of eyeglasses or contact lenses. This program is available after your vision benefits have been exhausted. Please note that this discount shall not be considered insurance, and that UnitedHealthcare shall neither pay nor reimburse the provider or member for any funds owed or spent. Additional materials do not have to be purchased at the time of initial material purchase.

Hearing Aids - As a UnitedHealthcare Vision plan member, you can save on high-quality hearing aids when you buy them from hiHealthInnovations™. To find out more go to hiHealthInnovations.com. When placing your order use promo code myVision to get the special price discount.



Attachment B
Town of West Hartford
Group # 4593-0301
Delta Dental PPO plus Premier™

	<u>If a Delta Dental PPO™ Network Dentist is Used</u>	<u>If a Delta Dental Premier® or Non-Network Dentist is Used</u>
Calendar Year Deductible		
• Per Person	\$50	\$50
• Family Aggregate Maximum	\$150	\$150
Preventive & Diagnostic (No Deductible)	<u>Plan Pays:</u> 100%	<u>Plan Pays:</u> 100%
• Exams, Cleanings, Bitewing X-Rays (2 per calendar year per person)		
• X-rays, full mouth series or panoramic (1 per 3 years)		
• Fluoride Treatment (1 per calendar year for children to age 19)		
• Sealants (To age 16) & Space Maintainers (To age 14)		
Remaining Basic (After Deductible)	100%	100%
• Fillings, Extractions, Root Canals (Endodontics)		
• Periodontal, Oral Surgery		
• Repair of Dentures & Removable Prosthodontics		
Crowns & Prosthodontics (After Deductible)	50%	50%
• Crowns, Gold Restorations		
• Bridgework, Full & Partial Dentures		
• TMJ		
Calendar Year Maximum (Per Person)	\$2,000	\$2,000
Orthodontia (Dependent Children Only)		
• Coinsurance	50%	50%
• Lifetime Maximum	\$2,000	\$2,000

Dependent children are covered to end of the Calendar Year in which they turn age 26.

Delta Dental has two networks available under this plan. The Delta Dental Premier network is the largest of the Delta Dental networks with over 351,000 participating dentist offices nationally (80%+). Delta Dental PPO is a smaller, but more discounted network with over 266,000 participating dentist offices nationwide. Delta Dental's network discounts average 25% to 35% less.

You may use any fully licensed dentist under this plan, but it is to your advantage to use a network dentist, especially PPO, since they accept the Delta Dental allowance as their maximum charge and cannot bill Delta Dental patients for amounts above this level.

Participating dentists will be paid directly by Delta Dental for covered services. Non-participating dentists will bill you directly, and Delta Dental will make claim payment directly to you. You will maximize benefits and reduce paperwork by using a Delta Dental participating dentist.

If you do not have a dentist, you may obtain a current listing of participating dentists in any area, by calling 1-800 DELTA OK (1-800-335-8265). Provide your zip code to the representative and a directory for that area will be mailed to your home. If you have Internet access, you may also visit our website at deltadentalct.com to locate participating dentists.

At the time of your first appointment, tell the dentist that you are covered under this program and provide your group number and ID number. Your dependents, if covered, should provide the employee's ID number.

Claim questions and other information needs should be directed to Delta Dental's customer service department at 1-800-452-9310.

This overview contains a general description of your dental care program for your use as a convenient reference. Complete details of your program appear in the group contract between your plan sponsor and Delta Dental of New Jersey, Inc. which governs the benefits and operation of your program. In CT, Delta Dental of Connecticut writes dental coverage on an insured basis and Delta Dental of New Jersey administers self-funded dental benefit programs. The group contract would control if there should be any inconsistency or difference between its provisions and the information in this overview.

2022

ATTACHMENT C



A Great Opportunity for Very Valuable Healthcare Coverage

Welcome to the Connecticut (CT) Partnership Plan—a low-/no-deductible Point of Service (POS) plan now available to you (and your eligible dependents up to age 26) and other non-state public employees who work for municipalities, boards of education, quasi-public agencies, and public libraries.

The CT Partnership Plan is the same Expanded Access plan currently offered to State of Connecticut employees. You get the same great healthcare benefits that state employees get, including \$15 in-network office visits (average actual cost in CT: \$150*), free preventive care, and \$5 or \$10 generic drug copays for your maintenance drugs. You can see any provider (e.g., doctors, hospitals, other medical facilities) you want—in- or out-of-network. But, when you see in-network providers, you pay less. That's because they contract with Anthem Blue Cross and Blue Shield (Anthem)—the plan's administrator—to charge lower rates for their services. You have access to Anthem's State Bluecare POS network in Connecticut, and access to doctors and hospitals across the country through the BlueCard® program.

When you join the CT Partnership Plan, the state's Health Enhancement Program (HEP) is included. HEP encourages you to get preventive care screenings, routine wellness visits, and chronic disease education and counseling. When you remain compliant with the specific HEP requirements on page 5, you get to keep the financial incentives of the HEP program!

Look inside for a summary of medical benefits, and or visit osc.ct.gov/ctpartner.

*Source: Healthcare Bluebook [healthcarebluebook.com](https://www.healthcarebluebook.com)

BENEFIT FEATURE	IN-NETWORK	OUT-OF-NETWORK
Preventive Care (including adult and well-child exams and immunizations, routine gynecologist visits, mammograms, colonoscopy)	\$0	20% of allowable UCR* charges
Annual Deductible (amount you pay before the Plan starts paying benefits)	Individual: \$350 Family: \$350 per member (\$1,400 maximum) <i>Waived for HEP-compliant members</i>	Individual: \$300 Family: \$900
Coinsurance (the percentage of a covered expense you pay <i>after</i> you meet the Plan's annual deductible)	Not applicable	20% of allowable UCR* charges
Annual Out-of-Pocket Maximum (amount you pay before the Plan pays 100% of allowable/UCR* charges)	Individual: \$2,000 Family: 4,000	Individual: \$2,300 (Includes deductible) Family: \$4,900 (Includes deductible)
Primary Care Office Visits	\$15 copay (\$0 copay for Preferred Providers)	20% of allowable UCR* charges
Specialist Office Visits	\$15 copay (\$0 copay for Preferred Providers)	20% of allowable UCR* charges
Urgent Care & Walk-In Center Visits	\$15 copay	20% of allowable UCR* charges
Acupuncture (20 visits per year)	\$15 copay	20% of allowable UCR* charges
Chiropractic Care	\$0 copay	20% of allowable UCR* charges
Diagnostic Labs and X-Rays ¹ ** High Cost Testing (MRI, CAT, etc.)	\$0 copay (your doctor will need to get prior authorization for high-cost testing)	20% of allowable UCR* charges (you will need to get prior authorization for high-cost testing)
Durable Medical Equipment	\$0 (your doctor may need to get prior authorization)	20% of allowable UCR* charges (you may need to get prior authorization)

¹ IN NETWORK: Within your carrier's immediate service area, no co-pay for preferred facility, 20% cost share at non-preferred facility. Outside your carrier's immediate service area: no co-pay.

² OUT OF NETWORK: Within your carrier's immediate service area, deductible plus 40% coinsurance. Outside of carrier's immediate service area: deductible plus 20% coinsurance.

(continued on next page)

2

CONNECTICUT PARTNERSHIP PLAN 2.0

POS MEDICAL BENEFIT SUMMARY

BENEFIT FEATURE	IN-NETWORK	OUT-OF-NETWORK
Emergency Room Care	\$250 copay (waived if admitted)	\$250 copay (waived if admitted)
Eye Exam (one per year)	\$15 copay	50% of allowable UCR* charges
**Infertility (based on medical necessity) Office Visit	\$15 copay	20% of allowable UCR* charges
Outpatient or Inpatient Hospital Care	\$0	20% of allowable UCR* charges
**Inpatient Hospital Stay	\$0	20% of allowable UCR* charges
Mental Healthcare/Substance Abuse Treatment **Inpatient	\$0	20% of allowable UCR* charges (you may need to get prior authorization)
Outpatient	\$15 copay	20% of allowable UCR* charges
Nutritional Counseling (Maximum of 3 visits per Covered Person per Calendar Year)	\$0	20% of allowable UCR* charges
**Outpatient Surgery	\$0	20% of allowable UCR* charges
**Physical/Occupational Therapy	\$0	20% of allowable UCR* charges, up to 60 inpatient days and 30 outpatient days per condition per year
Foot Orthotics	\$0 (your doctor may need to get prior authorization)	20% of allowable UCR* charges (you may need to get prior authorization)
Speech therapy: Covered for treatment resulting from autism, stroke, tumor removal, injury or congenital anomalies of the oropharynx	\$0	Deductible plus Coinsurance (30 visits per Calendar Year)
Medically necessary treatment resulting from other causes is subject to Prior Authorization	\$0 (30 visits per Covered Person per Calendar Year)	Deductible plus Coinsurance (30 visits per Calendar Year)

*Usual, Customary and Reasonable. You pay 20% coinsurance based on UCR, plus you pay 100% of amount provider bills you over UCR.

** Prior authorization required: If you use in-network providers, your provider is responsible for obtaining prior authorization from Anthem. If you use out-of-network providers, you are responsible for obtaining prior authorization from Anthem.

3



CONNECTICUT PARTNERSHIP PLAN 2.0

Using Your Benefits

When you need information about your benefits...

CareCompass.CT.gov is your one-stop shop for benefits and general information on your coverage. Click Partnership to view medical, dental, pharmacy and vision benefit information.

- Access your personalized benefits portal at carecompass.quantum-health.com, or by clicking Sign In on the Care Compass home page
- To view forms, visit CareCompass.CT.gov/forms, or click the Forms button at the bottom of the Care Compass home page.

When you need benefits support...

You and any enrolled dependents can speak with a personal Care Coordinator (833-740-3258) for help understanding your benefits, finding a doctor, and dealing with the complexities of health care. Quantum Health makes it easier for you to navigate your benefits and access the right care for you by coordinating with your medical, pharmacy, and dental member service teams. Chat with a Care Coordinator 8:30 a.m. – 10 p.m., Monday – Friday, at 833-740-3258, or send a message through your secure portal.

Earn incentives

If you select a Provider of Distinction for a qualifying procedure, you can earn a cash reward! Visit CareCompass.CT.gov/providersofdistinction to search by procedure, provider or facility, or call 833-740-3258 to speak with a personal Care Coordinator.

Doctors, hospitals and provider groups that meet the highest patient care standards are designated "Providers of Distinction." Providers of Distinction members will coordinate your care throughout your entire treatment process, from evaluation through recovery. The best providers within this program are identified as Centers of Excellence.

To view a full list of procedures and incentives, visit CareCompass.CT.gov/providersofdistinction/incentives. Note: The amount of the reward varies by procedure and location.

When you need to find the best provider or to find a location for a routine lab test...

Visit osc.ct.gov/ctpartner then scroll to Find Providers.

You pay nothing—\$0 copay—for lab tests, if you visit a preferred Site of Service provider. To find a Site of Service provider, contact Anthem or use the Find Care tool.

When you're injured...

Your health plan has resources to help you through orthopedic injuries, from diagnosis to minor aches and pains, to surgery and recovery.

Get help diagnosing minor or lingering injuries through a virtual visit. Your provider will help create a rehab program you can do at home.

For surgical procedures, find the best providers for the care you need. Learn more at CareCompass.CT.gov/orthopedics.

Help Managing and Reversing Diabetes

Get help managing Type 1 or Type 2 Diabetes with Virta Health. Members are connected and supported with access to a diabetes health coach and receive free testing supplies and tips to manage their A1c. In the diabetes reversal program, where members with Type 2 Diabetes can learn to eat their way to better health with personalized nutrition plans and support from medical providers, professional coaches, and digital health tools.

Help Preventing Diabetes

If you have prediabetes, the digital Diabetes Prevention Program offered by Wellspark can help you prevent diabetes by focusing on lifestyle changes.

To learn more about these programs, visit CareCompass.CT.gov/diabetes.

CONNECTICUT PARTNERSHIP PLAN 2.0

PRESCRIPTION DRUGS

Prescription Drugs	Maintenance* (31-to-90-day supply)	Non-Maintenance (up to 30-day supply)	HEP Chronic Conditions
Generic (preferred/non-preferred)**	\$5/\$10	\$5/\$10	\$0
Preferred/Listed Brand Name Drugs	\$25	\$25	\$5
Non-Preferred/Non-Listed Brand Name Drugs	\$40	\$40	\$12.50
Annual Out-of-Pocket Maximum	\$4,600 Individual/\$9,200 Family		

* Initial 30-day supply at retail pharmacy is permitted. Thereafter, 90-day supply is required—through mail-order or at a retail pharmacy participating in the State of Connecticut Maintenance Drug Network.

** Prescriptions are filled automatically with a generic drug if one is available, unless the prescribing physician submits a Coverage Exception Request attesting that the brand name drug is medically necessary.

Preferred and Non-Preferred Brand- Name Drugs

A drug's tier placement is determined by Caremark's Pharmacy and Therapeutics Committee, which reviews tier placement each quarter. If new generics have become available, new clinical studies have been released, new brand-name drugs have become available, etc., the Pharmacy and Therapeutics Committee may change the tier placement of a drug.

If your doctor believes a non-preferred brand-name drug is medically necessary for you, they will need to complete the Coverage Exception Request form (available at osc.ct.gov/ctpartner) and fax it to Caremark. If approved, you will pay the preferred brand co-pay amount.

If You Choose a Brand Name When a Generic Is Available

Prescriptions will be automatically filled with a generic drug if one is available, unless your doctor completes Caremark's Coverage Exception Request form and it is approved. (It

is not enough for your doctor to note "dispense as written" on your prescription; a separate form is required.) If you request a brand-name drug over a generic alternative without obtaining a coverage exception, you will pay the generic drug co-pay PLUS the difference in cost between the brand and generic drug.

Mandatory 90-day Supply for Maintenance Medications

If you or your family member takes a maintenance medication, you are required to get your maintenance prescriptions as 90-day fills. You will be able to get your first 30-day fill of that medication at any participating pharmacy. After that your two choices are:

- Receive your medication through the Caremark mail-order pharmacy, or
- Fill your medication at a pharmacy that participates in the State's Maintenance Drug Network (see the list of participating pharmacies on osc.ct.gov/ctpartner) and scroll down to Pharmacy under Benefit Summaries.)

CONNECTICUT PARTNERSHIP PLAN 2.0

HEALTH ENHANCEMENT PROGRAM

The Health Enhancement Program (HEP) is a component of the medical plan and has several important benefits. First, it helps you and your family work with your medical providers to get and stay healthy. Second, it saves you money on your healthcare. Third, it will save money for the Partnership Plan long term by focusing healthcare dollars on prevention.

Health Enhancement Program Requirements

You and your enrolled family members must get age-appropriate wellness exams, early diagnosis screenings (such as colorectal cancer screenings, Pap tests, mammograms, and vision exams). Here are the 2023 HEP Requirements:

PREVENTIVE SCREENINGS	AGE						
	0-5	6-17	18-24	25-29	30-39	40-49	50+
Preventive Visit	1 per year	1 every other year	Every 3 years	Every 3 years	Every 3 years	Every 2 years	Every year
Vision Exam	N/A	N/A	Every 7 years	Every 7 years	Every 7 years	Every 4 years	50-64: Every 3 years 65+: Every 2 years
Dental Cleanings*	N/A	At least 1 per year	At least 1 per year	At least 1 per year	At least 1 per year	At least 1 per year	At least 1 per year
Cholesterol Screening	N/A	N/A	Every 5 years (20+)	Every 5 years	Every 5 years	Every 5 years	Every 5 years
Breast Cancer Screening (Mammogram)	N/A	N/A	N/A	N/A	N/A	1 screening between age 45-49**	As recommended by physician
Cervical Cancer Screening (Pap Smear)	N/A	N/A	Every 3 years (21+)	Every 3 years	Pap smear only every 3 years or Pap and HPV combo screening every 5 years	Pap smear only every 3 years or Pap and HPV combo screening every 5 years	Pap smear only every 5 years or Pap and HPV combo screening every 5 years to age 65
Colorectal Cancer Screening†	N/A	N/A	N/A	N/A	N/A	UPDATED: 40-44: N/A 45+: Colonoscopy every 10 years, Annual FIT/FOBT to age 75 or Colorectal screening every 3 years	

* Dental cleanings are required for family members who are participating in a dental plan sponsored by your employer.
 ** Or as recommended by your physician.
 † NEW! colorectal screening age requirements lowered to 45 years of age for calendar year 2022 as recommended by US Task Force on Preventive Services.

For those with a chronic condition: The household must meet all preventive and chronic requirements to be compliant.

To check your Health Enhancement Program compliance status, visit CareCompass.CT.gov, then sign in or register for your Quantum Health benefits portal. To view your status, click the My Health tab in your portal.

You can also download the MyQHealth app on the App Store or Google Play.

Additional Requirements for Those With Certain Conditions

If you or any enrolled family member has 1) Diabetes (Type 1 or 2), 2) asthma or COPD, 3) heart disease/heart failure, 4) hyperlipidemia (high cholesterol), or 5) hypertension (high blood pressure), you and/or that family member will be required to participate in a disease education and counseling program for that particular condition. You will receive free office visits and reduced pharmacy copays for treatments related to your condition.

These particular conditions are targeted because they account for a large part of our total healthcare costs and have been shown to respond particularly well to education and counseling programs. By participating in these programs, affected employees and family members will be given additional resources to improve their health.

If You Do Not Comply With the requirements of HEP

If you or any enrolled dependent becomes non-compliant in HEP, your premiums will be \$100 per month higher and you will have an annual \$350 per individual (\$1,400 per family) in-network medical deductible.

Quantum Health is the administrator for the Health Enhancement Program (HEP) and gives you access to your personalized health benefits portal. The HEP participant portal features tips and tools to help you manage your health and your HEP requirements. Login to your personal benefit portal at carecompass.quantum-health.com to:

- View HEP preventive and chronic requirements and download HEP forms
- Check your HEP preventive and chronic compliance status
- Complete your chronic condition education and counseling compliance requirement
- Send a secure message to a Care Coordinator for benefits assistance
- Connect you to your medical, pharmacy, dental and other healthcare services covered in your plan- with just one login.

Quantum Health: (833)740-3258, 8:30 a.m.-10 p.m. ET, Mon.-Fri.



www.osc.ct.gov/ctpartner
860-702-3560

General benefit questions, Medical, and Health Enhancement Program (HEP)

Quantum Health
CareCompass.CT.gov or login to your benefits portal from Care Compass
833-740-3258

Prescription drug benefits

CVS Caremark
CareCompass.CT.gov/state/pharmacy or login to your benefits portal from Care Compass
1-800-318-2572

Dental and Vision Rider benefits

Cigna
CareCompass.CT.gov/state/pharmacy or login to your benefits portal from Care Compass
1-800-244-6224

For details about specific plan benefits and network providers, contact the insurance carrier. If you have questions about eligibility, enrolling in the plans or payroll deductions, contact your Payroll/Human Resources office.

ATTACHMENT D

TOWN OF WEST HARTFORD FAMILY AND MEDICAL LEAVE (FMLA) GUIDELINES May 12, 2025					
ISSUES	Personal Serious Health Condition	Birth, Adoption or Foster Care	Serious Health Condition of Family Member¹	Military Caregiver Leave	Family Member with Serious Injury or Illness Incurred in the Line of Military Duty
Employment Eligibility	Work at least 1250 hours during 12 months prior to FMLA leave.	Same	Same	Same	Same, however protections under USERRA ² apply to all periods of work absence due to USERRA covered service, and such absences count towards eligibility for FMLA leave.
Maximum Leave	12 weeks/fiscal year	12 weeks/fiscal year	12 weeks/fiscal year	12 weeks/fiscal year	26 weeks/12-month period ³
Who Qualifies?	Individual Employee	All circumstances that may fall under the birth or adoption of a child ("Event"). Eligibility for leave taken expires 12 months after the Event.	Biological, adopted or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis who is under age 18 or who is over 18 and incapable of self-care because of a mental or physical disability.	Employee's spouse, son, daughter, or parent who is a military member on active covered duty (or has been notified of an impending call or order to active duty) in support of a contingency operation. Spouse as defined in statute.	Individual employee who is the spouse, son, daughter, parent or next of kin of the servicemember or covered veteran. Spouse as defined in statute. Biological, adopted or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis who is of any age.

¹ Family Member under FMLA is defined as a child, spouse or parent.

² The Uniformed Services Employment and Reemployment Rights Act (USERRA) is a federal law that protects the employment rights of service members and veterans.

³ *An eligible employee is entitled to 26 workweeks of leave to care for a covered servicemember with a serious injury or illness during a "single 12-month period".

TOWN OF WEST HARTFORD FAMILY AND MEDICAL LEAVE (FMLA) GUIDELINES May 12, 2025					
ISSUES	Personal Serious Health Condition	Birth, Adoption or Foster Care	Serious Health Condition of Family Member ¹	Military Caregiver Leave	Family Member with Serious Injury or Illness Incurred in the Line of Military Duty
			who raised the employee in place of parent. Spouse as defined in statute. ⁴	Biological, adopted, foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis who is of any age.	Next of kin is the nearest blood relative other than the covered servicemember's spouse, parent, son, or daughter, in an order set forth by the regulations. May require reasonable documentation of family relationship.
Serious Health Condition Defined	Illness, injury, impairment or physical condition that involves inpatient care or continuing treatment by a health care provider. ⁵ ⁶	N/A	Illness, injury, impairment or physical or mental condition that involves inpatient care or continuing treatment by a health care provider. ⁷	N/A	In the case of a current member of the Armed Forces, including a member of the (National Guard or Reserves, means an injury or illness that was incurred by the covered servicemember in the line of duty on active duty in the Armed Forces or that existed before the beginning of the member's

⁴ For purposes of this definition, spouse refers to the other person with whom an individual entered into marriage as defined or recognized under state law for purposes of marriage in the state in which the marriage was entered into or, in the case of a marriage entered into outside of any state, if the marriage is valid in the place where entered into and could have been entered into in at least one state.

⁵ Excludes short term conditions for which treatment and recovery are brief such as illness lasting a few days.

⁶ Workers' Compensation leave taken shall count toward FMLA leave. Pregnancy leave taken shall count toward FMLA leave.

⁷ Excludes short term conditions for which treatment and recovery are brief such as illness lasting a few days.

**TOWN OF WEST HARTFORD FAMILY AND MEDICAL LEAVE
(FMLA) GUIDELINES**

May 12, 2025

ISSUES	Personal Serious Health Condition	Birth, Adoption or Foster Care	Serious Health Condition of Family Member ¹	Military Caregiver Leave	Family Member with Serious Injury or Illness Incurred in the Line of Military Duty
					active duty and was aggravated by service in the line of duty on active duty in the Armed Forces, and that may render the member medically unfit to perform the duties of the member's office, grade, rank or rating; and In the case of a covered veteran, means an injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces) and manifested itself before or after the member became a veteran. See CFR 825.127
Qualifying Exigency Defined	N/A	N/A	N/A	Short notice deployment (seven or less days prior to date of deployment); Parental care to	N/A

**TOWN OF WEST HARTFORD FAMILY AND MEDICAL LEAVE
(FMLA) GUIDELINES**

May 12, 2025

ISSUES	Personal Serious Health Condition	Birth, Adoption or Foster Care	Serious Health Condition of Family Member ¹	Military Caregiver Leave	Family Member with Serious Injury or Illness Incurred in the Line of Military Duty
				<p>care for a military member's parent incapable of Self-care; Military events and related activities; Child care and school activities; Financial and legal arrangements; Counseling; Rest and recuperation leave (up to 15 days for each rest and recuperation leave period);</p> <p>Post deployment activities (up to 90 days following termination of active-duty status or other related activities arising out of the military service member's service.</p>	

**TOWN OF WEST HARTFORD FAMILY AND MEDICAL LEAVE
(FMLA) GUIDELINES**

May 12, 2025

ISSUES	Personal Serious Health Condition	Birth, Adoption or Foster Care	Serious Health Condition of Family Member¹	Military Caregiver Leave	Family Member with Serious Injury or Illness Incurred in the Line of Military Duty
Intermittent or Reduced Leave	Leave may be intermittent or reduced if medically necessary. Employee must make a reasonable effort to schedule leave so as not to disrupt unduly the employer's operation.	Leave may be intermittent or reduced. Employee must make a reasonable effort to schedule leave so as not to disrupt unduly the employer's operation.	Leave may be intermittent or reduced if medically necessary. Employee must make a reasonable effort to schedule leave so as not to disrupt unduly the employer's operation.	Leave may be intermittent or reduced leave on schedule basis and consistent with the qualifying exigency. Employee must make a reasonable effort to schedule leave so as not to disrupt unduly the employer's operation.	Leave may be intermittent or reduced if medically necessary. Employee must make a reasonable effort to schedule leave so as not to disrupt unduly the employer's operation.
Ability to Temporarily Transfer to Another Position	Yes, if employee is on intermittent or reduced leave to a position of equivalent pay and benefits.	Same	Same	Same	Same
Provisions if Both Spouses Work for the Town	12 weeks leave each for their respective personal health condition(s).	12 weeks leave each which may or may not be taken concurrently. However, if employees work in same department, then the leave cannot be taken on the same scheduled work days.	12 weeks leave each which may or may not be taken concurrently. However, if employees work in same department, then the leave cannot be taken on the same scheduled work days.	12 weeks leave each which may or may not be taken concurrently. However, if employees work in same department, then the leave cannot be taken on the same scheduled work days.	12 weeks leave each which may or may not be taken concurrently. However, if employees work in same department, then the leave cannot be taken on the same scheduled work days.

TOWN OF WEST HARTFORD FAMILY AND MEDICAL LEAVE

(FMLA) GUIDELINES

May 12, 2025

ISSUES	Personal Serious Health Condition	Birth, Adoption or Foster Care	Serious Health Condition of Family Member ¹	Military Caregiver Leave	Family Member with Serious Injury or Illness Incurred in the Line of Military Duty
				<i>scheduled work days.</i>	
Restoration to Position	Must be restored to the same position held prior to the leave; or to one that is equivalent in pay, benefits, privileges, and other terms and conditions of employment.	Same	Same	Same	Same
Notification	30 days' notice when need for leave is foreseeable. Otherwise, notice must be given as soon as practicable.	Same	Same	Same	Same
Medical/Other Certification (Upon Request)	Yes. Certification for illnesses of more than 5 consecutive days. Should include the date serious health condition began, duration of the condition, applicable medical facts, statement that the employee is unable to perform the functions of their job, and	N/A	Yes. Certification for illnesses of more than 5 consecutive days. Should include the date the serious health condition began, duration of the condition, applicable medical facts, statement that the employee is needed to care for the ill person, an estimate of how long the	Yes. Certification to support the need for leave requested including a copy of the active-duty orders or other documentation issued by the military, plus any document supporting the specific need for leave. For certification of	Yes. Certification for illness or injury should include the name, address, and appropriate contact number of the health care provider, the type of medical practice, the medical specialty, whether the injury or illness was incurred in the line of active duty, approximate

TOWN OF WEST HARTFORD FAMILY AND MEDICAL LEAVE

(FMLA) GUIDELINES

May 12, 2025

ISSUES	Personal Serious Health Condition	Birth, Adoption or Foster Care	Serious Health Condition of Family Member ¹	Military Caregiver Leave	Family Member with Serious Injury or Illness Incurred in the Line of Military Duty
	medical reasons for the intermittent or reduced leave request (where applicable).		employee will be needed, and/or medical reasons for the intermittent or reduced leave request	qualifying leave for Rest and Recuperation, a copy of the military member's leave orders setting dates should be provided.	date, statement or description of medical facts, a statement that the covered service member will need care for a single continuous period, beginning and ending dates, medical necessity for periodic care, and medical necessity for or other documentation provided under CFR 825.310.
Second and Third Opinions	Yes. An employer who has reason to doubt the validity of a medical certification may require the employee to obtain a second opinion at the employer's expense. If the opinions of the employee's and the employer's designated health care providers differ, the employer may require the employee to obtain certification from a	N/A	Yes. Employers may request and pay for a second opinion from a physician not employed by the employer or used frequently by the employer. A third opinion may be paid by the employer; the employer and employee must agree on the provider; and the employer must not employ the provider on a regular	N/A	Yes. Employers may request military caregiver leave certification be completed by a health care provider as defined in CFR 825.125, who are not affiliated with DOD, VA or TRICARE.

TOWN OF WEST HARTFORD FAMILY AND MEDICAL LEAVE

(FMLA) GUIDELINES

May 12, 2025

ISSUES	Personal Serious Health Condition	Birth, Adoption or Foster Care	Serious Health Condition of Family Member ¹	Military Caregiver Leave	Family Member with Serious Injury or Illness Incurred in the Line of Military Duty
	third health care provider, at the employer's expense. This third opinion shall be final and binding. See CFR 825.307		basis. This third opinion shall be final and binding.		
Certification for Return to Work	Yes. Certification of fitness for duty is required provided it is uniformly applied to all employees taking similar leave. Employee must utilize accrued sick and or vacation leave, then may request unpaid leave for the duration of the medical leave under the Act.	Same (in cases of birth)	N/A	N/A	N/A
Relationship to Paid Leave	NOTE: Employee may request to substitute the use of accrued vacation leave in place of unpaid leave.	If employee is birth mother: Accrued sick and/or vacation leave may be used for the period of medical disability. At that point, the employee may request unpaid leave for the remainder of family leave under the Act.	NOTE: Employee may request to substitute the use of accrued sick and/or vacation leave in place of unpaid leave.	Employee may request to substitute the use of accrued sick and/or vacation leave in place of unpaid leave. Such request may or may not be granted in accordance with provisions of the existing collective bargaining agreement.	NOTE: Employee may request to substitute the use of accrued sick and/or vacation leave in place of unpaid leave.

TOWN OF WEST HARTFORD FAMILY AND MEDICAL LEAVE

(FMLA) GUIDELINES

May 12, 2025

ISSUES	Personal Serious Health Condition	Birth, Adoption or Foster Care	Serious Health Condition of Family Member ¹	Military Caregiver Leave	Family Member with Serious Injury or Illness Incurred in the Line of Military Duty
Maintenance of Health Benefits during FMLA	The Town will maintain group health coverage for the month in which the unpaid leave commences plus six additional months with the employee paying that portion of the premium provided under Town policy or collective bargaining agreement.	The Town will maintain group health coverage for the duration of the Family and Medical Leave, with the employee paying that portion of the premium provided under Town policy or collective bargaining agreement.	Same as Birth, Adoption, or Foster Care	Same as Birth, Adoption, or Foster Care	Same as Birth, Adoption, or Foster Care
Records and Posting	<p>All requests for Family and Medical Leave should be documented including whether or not the leave was granted and the reasons for the denial when that is the case. Family and Medical Leave Act prohibits an employer from putting any restraint on an employee for exercising their rights under FMLA. Employers cannot penalize or discipline employees who use the FMLA provisions.</p> <p>The 12-month period for FMLA purposes will be fiscal year from the date of request going back 12 months. Each employee shall be allowed a combined total of 12 weeks of Family and Medical Leave per year, except for FMLA leave due to a family member with a serious injury or illness incurred in the line of active military duty, in which case an employee may be allowed up to 26 weeks in any 12-month period.</p>				

