

**CONTRACT BETWEEN**  
**THE TOWN OF WEST HARTFORD**  
**AND**  
**WEST HARTFORD POLICE OFFICERS ASSOCIATION**  
**2013-2024**



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## **PREAMBLE**

This agreement is entered into by the Town of West Hartford hereinafter referred to as the Town, and the West Hartford Police Officers Association, or its successors, hereinafter referred to as the Union, pursuant to Connecticut General Statutes, Section 7-469, as amended.

## **ARTICLE I - Recognition**

West Hartford Police Officers Association has been selected as the representative for the purposes of collective bargaining by all regular, full-time, uniformed and investigatory employees, including Captains, Lieutenants, Sergeants, Detectives, Police Officers, and Animal Control Officers excepting the Chief and Assistant Chief (but excluding school crossing guards, clerks, mechanics, Parking Monitors and equipment maintenance employees), employed by the Town of West Hartford, and that said West Hartford Police Officers Association is the exclusive representative of all said employees for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment.

## **ARTICLE II - Union and Town Security**

### **Section 2.1**

- (a) Any employee who is a member of the Union on the effective date of this agreement, or who thereafter joins the Union during the term of this agreement shall remain a member of the Union in good standing as a condition of employment with the Town for the duration of this agreement. For the purpose of this section, an employee shall be considered a member of the Union in good standing if he/she pays monthly dues and assessments uniformly required of all members.
- (b) Any employee who, for whatever reason, elects to refrain from Union membership, shall become an agency fee payor and shall remain an agency fee payor in good standing as a condition of employment with the Town for the duration of this agreement. For the purpose of this section, an employee shall be considered to be in good standing if he/she pays monthly fees and assessments uniformly required of all agency fee payers.

### **Section 2.2**

The Town agrees that upon the written authorization of any employee in the bargaining unit, as defined above, it will make a monthly deduction from the wages of such employee of an amount authorized by him/her. Such deduction shall be discontinued in the event of termination of the employee's services. All such requests shall be on forms provided by the Town and shall be submitted to the Finance Department at least fifteen (15) calendar days before they are to become effective. No refund will be made to any employee in the event of his/her failure to comply with this provision nor will any refund be made for any dues deducted if the employee does not comply to the Union security section of this Article. All deductions under this section will be made from wages payable on the first regular payroll of each month.

### **Section 2.3**

The total amount deducted each month in accordance with the provisions of this agreement 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 Secretary-Treasurer of the Union. Such remittance shall be made by the last day of the month in which deductions are made. The obligation of the Town for funds actually deducted under this section 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 Finance Director within sixty (60) calendar days after the date such deductions were or should have been made.

### **Section 2.4**

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

## **ARTICLE III - Management Rights**

### **Section 3.1**

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 operation 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 interest 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 insure that incidental duties connected with departmental operations, whether enumerated in job descriptions or not, shall be performed by employees.
- (h) To establish contracts or sub-contracts for municipal operations, provided that this right shall not be used for the purposes or intentions 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.

### **Section 3.2**

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 proceeding, but the manner of exercise of such rights shall be subject to the grievance procedure described in this agreement.

## **ARTICLE IV - Grievance Procedure**

### **Section 4.1**

A grievance shall be defined as a claim by an employee or the Union that there has been a violation, misinterpretation or misapplication of the specific provisions of this agreement, or that an employee has been disciplined or discriminated against without just cause, or that the health or safety of employees has been endangered. Grievances shall be settled in the following manner:

**Step 1.** The aggrieved employee, who may be represented by a Union representative, shall present in writing the grievance or dispute to the captain in charge or, in the absence of the captain, to the next subordinate officer in charge within ten (10) calendar days of the date of the grievance or his/her knowledge of its occurrence. The written grievance shall include a statement of the grievance and facts involved, the alleged violation of the agreement, and the remedy requested.

Within seven (7) days after said captain (or next subordinate officer) receives such grievance, he/she shall arrange to and shall meet with representatives of the Union for the purpose of adjusting or resolving such grievance. The captain (or next subordinate officer) shall render his/her decision within seven (7) calendar days after the grievance hearing.

**Step 2.** If the grievance has not been settled, it shall be presented in writing to the Chief of Police within ten (10) calendar days after the supervisor's response is received. Within seven (7) days after the Chief of Police receives such grievance, he/she 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 Chief of Police or his/her designated representative shall render his/her decision in writing within seven (7) calendar days after the grievance hearing.

**Step 3.** If the grievance has not been settled, it shall be appealed to the Town Manager within ten (10) calendar days after the decision of the Chief of Police is received. Within seven (7) calendar days after the Town Manager receives such grievance, he/she or his/her designated representative shall arrange to and shall meet with representatives of the Union for the purpose of adjusting or resolving such grievance. The Town Manager or his/her designated representative shall render his/her decision in writing within seven (7) calendar days after the grievance hearing.

**Step 4.** If the grievance has not been settled, it may be appealed within ten (10) calendar days after receipt of such answer, to the Personnel Board. Said Board shall hear and act on such grievance in accordance with its rules of procedure and render a decision in writing within forty-five (45) calendar days after such grievance is submitted. Such hearing shall be before the full Board if requested by either party at the time the appeal is submitted, or within three (3) calendar days thereafter. If a full Board is not specifically requested, and if an even number of Board members is present, the parties shall establish by lot (or other mutually agreeable method) an odd number of panel members in order to avoid a tie vote.

Whenever a grievance is appealed to the Personnel Board the parties will first meet to attempt to define the issue and the scope of the Board's authority.

In the event the parties cannot agree, the unresolved issue/scope of authority will be referred to the Personnel Board. Both parties may present their respective position but the Board will retain full authority to make the final decision.

**Step 5.** If the Union or the Town is not satisfied with the decision of the Personnel Board, it may within fifteen (15) calendar days after receipt of the decision submit the grievance to arbitration with a copy to the Town Manager. Arbitration shall be by the State Board of Mediation and Arbitration, except in the case of grievances involving discharges, which may at the option of the Town or the Union be submitted to The American Arbitration Association. If either party exercises such option, the parties shall share equally the costs of arbitration. If the Town chooses to exercise such option, it must do so within five (5) calendar days after receipt of the copy of the Union's submission to arbitration. The arbitrator shall be limited to the express terms of the contract and shall not have the power to modify, amend or delete any of the terms or provisions of the agreement. The decision of the arbitrator shall be final and binding on the parties.

#### **Section 4.2**

Grievances involving discharge, suspension, and demotion, following disposition by the Chief of Police, shall be processed beginning at the fourth (4th) step; however, such grievance must be filed in writing with the Personnel Board within fourteen (14) calendar days of the effective date of the disciplinary action. Grievances involving written reprimands, following disposition by the Chief, shall be processed beginning at Step 3; however, such grievance must be filed in writing with the Town Manager or his designee within seven (7) calendar days of receipt of the written reprimand by the employee.

### **Section 4.3**

Failure at any step to appeal within specified time limits shall be considered acceptance of the decision rendered. Failure of the Town to render a decision within the specified time limits shall be grounds for appeal to the next step. The time limits specified herein may be extended by agreement of the interested parties.

### **Section 4.4**

The Town shall not object to the use by the Union of a public stenographer or a mechanical recording device at Step 4 of this procedure.

### **Section 4.5**

All answers at any stage of this procedure shall be in writing to the aggrieved employee and the Union.

### **Section 4.6**

Once a written grievance is submitted as required, and in the form described in Step 1, the grievance and the remedy requested cannot be amended, modified, added to or changed after submission to Step 3 of the Grievance Procedure, except to reflect newly discovered facts. A copy of the Step 2 grievance and response shall be submitted to Step 3.

### **Section 4.7**

The Union and the Town shall take appropriate steps to combine grievances which they agree arise out of the same subject or event in order to avoid the necessity of processing and hearing several grievances. It is understood that decisions and remedies in such combined cases may vary based on the facts of each case.

### **Section 4.8**

Probationary officers shall have the same right to union representation as have permanent employees at disciplinary meetings and throughout this grievance procedure, but probationary employees shall have no access to the grievance procedure in cases of dismissal.

### **Section 4.9**

- (a) Upon request of the affected employee, the Town will remove any disciplinary action from all personnel files and be placed into a separate disciplinary action file after a period of one year.
- (b) Upon request of the affected employee, the Town will seek approval of the State of Connecticut Public Records Administrator for the destruction of records of any disciplinary action from all personnel files (and in any event may not be used against the employee) after a period of five (5) years.



## ARTICLE V - Holidays and Vacations

### Section 5.1

- (a) In lieu of payment for each of the holidays listed below as they occur throughout the year, each employee shall receive with his first paycheck due in January of each fiscal year a lump sum computed as follows: One (1) day's pay (one-tenth (1/10th) of his biweekly pay rate) at the appropriate rate for the rank and step occupied by the employee on the first day of the fiscal year, multiplied by the number of holidays listed below. In fiscal years when a general increase becomes effective on other than July 1, the lump sum payment shall be increased to reflect the higher rate of payment for holidays which fall after the effective date of the increase. The lump sum shall be decreased to reflect no payment for any holiday during the fiscal year on which an employee is not on the payroll, or is on leave without pay, or is on suspension for just cause. Employees who do not become employed until after January 1 of a fiscal year shall not receive the appropriate lump sum payment until the end of the fiscal year, and those whose employment terminates for any reason prior to the end of the fiscal year shall reimburse the Town for that portion of the lump sum payment representing holidays on which he is not an employee, such reimbursement to be by withholding from his final paycheck.
- (b) Each employee may elect to take any of the holidays listed below in compensatory days off, and to have the lump sum specified in the preceding paragraph reduced accordingly. Such election must be made during the preceding fiscal year in time for consideration when the departmental budget is being prepared. Compensatory days off must be scheduled by agreement with the appropriate superior officer in the same manner as vacation or other days off.

### Section 5.2

The following holidays are the official holidays referred to in Section 5.1 above:

New Year's Day	Good Friday	Columbus Day
King's Birthday	Memorial Day	Veterans Day
Lincoln's Birthday	Independence Day	Thanksgiving Day
Washington's Birthday	Labor Day	Christmas Day

### Section 5.3

- (a) Effective upon hiring, each employee shall receive one (1) day of vacation leave with pay for each full calendar month of employment he will have completed on June 30 of that fiscal year, to a maximum of ten (10) such vacation days. Effective July 1, in each fiscal year, each employee who has or will have completed one (1) year but less than four (4) years of service on June 30 of such fiscal year, shall receive two (2) calendar weeks of vacation leave with pay in such fiscal year. In each fiscal year, each employee who has or will have completed four (4) years but less than fourteen (14) years on June 30 of such fiscal year, shall receive three (3) calendar weeks of vacation leave with pay in such fiscal year. In each fiscal year each employee who has or will have completed fourteen (14) but less than twenty-four (24) years of service on June 30 of such fiscal year, shall receive four (4) calendar weeks of vacation with pay in such

fiscal year. In each fiscal year, each employee who has or will have completed twenty-four (24) or more years of service on June 30 of such fiscal year, shall receive five (5) calendar weeks of vacation leave with pay in such fiscal year.

- (b) In addition, immediately on completion of the number of full years of service indicated below, the following number of vacation days shall be credited to all classified employees as follows:

10 full years - 1 day	20 full years - 1 day
11 full years - 2 days	21 full years - 2 days
12 full years - 3 days	22 full years - 3 days
13 full years - 4 days	23 full years - 4 days

#### **Section 5.4**

Unused vacation leave in excess of forty (40) working days for employees with less than twenty (20) years of service and unused vacation leave in excess of fifty (50) days for employees with twenty (20) years or more of service shall revert to the Town at the end of each fiscal year.

#### **Section 5.5**

For the purpose of computing vacation leave, only dismissal or resignation will break continuity of service. If an employee voluntarily resigns from all employment with the Town and is subsequently reappointed, he/she will be considered as a new employee, and he/she will have a new employment date for the purposes of seniority, longevity, and vacation leave accrual. Leave of absence without pay will defer vacation leave accrual during such leave.

#### **Section 5.6**

- (a) Any employee who leaves the Town's service for any reason with less than six (6) months of service shall repay the Town for any vacation leave taken, and any employee who leaves the Town's service for any reason with less than twelve (12) months of service shall repay the Town for any vacation leave taken in excess of one (1) week.
- (b) Any employee who leaves the Town's service for any reason with more than twelve (12) months of service shall repay the Town for any vacation leave taken in excess of a prorated portion of the vacation with which he/she was credited on the first day of the current fiscal year, reflecting the portion of that fiscal year which he/she has not yet worked.
- (c) Paragraphs (a) and (b) above shall not apply to vacation leave carried over from a previous fiscal year, nor to vacation days credited under Section 5.3(b) above. Paragraph (b) above shall not apply to any employee who has completed at least six (6) months of service during the fiscal year, and who is retiring with at least twenty (20) years of service or with a disability suffered in the line of duty as defined in the Town Pension Plan and Article VIII, Section 8.4 of this Agreement.
- (d) Employees who leave the Town service for any reason shall be granted vacation leave that has accrued but has not been used prior to the effective date of such action, subject to the provisions of paragraphs (a) through (c) above. Vacation leave shall not further accrue during

the period of terminal vacation leave. Upon the death of an employee, payment for vacation leave that has accrued but has not been used prior to the date of death shall be paid to the person or persons entitled by law to receive any other compensation due the employee.

- (e) An employee who is retiring may elect not to use all of his/her vacation prior to retirement, and may instead receive payment for such unused vacation at the rate in effect immediately prior to his/her retirement. Such payment shall be in the nature of severance pay, and shall neither be included in final average compensation for the pension benefit compensation nor be subject to employee pension contribution deductions. It is understood it may be necessary for the Town to postpone such payment into the next year in order to accomplish the result specified in the preceding sentence.

### **Section 5.7**

Employees may take their vacation leave, in accordance with schedules established by the department head, throughout the fiscal year. The department head may, however, limit the number of employees on vacation at any time because of the operating requirements of the department and may further provide that no employee may take more than three (3) consecutive vacation weeks during the months of July, August, November, and December. In the event there is a conflict concerning the choice of vacation weeks (5 consecutive days off) between employees, the department head shall give preference on the basis of greatest length of service in the highest classification, but his/her decision will be final. Employees must submit a memorandum requesting vacation at least four (4) weeks in advance of the dates requested or will forfeit his/her rights of seniority in the event of a conflict. All supervisors will give an employee an answer to a pre-submitted vacation or time off request within a reasonable amount of time.

### **Section 5.8**

Vacation periods may be broken down into periods shorter than one (1) week.

### **Section 5.9**

In the event of illness during an employee's vacation period, the employee shall be given the option of charging the sick days to his/her sick leave, providing a doctor's certificate verifies illness and the period of illness.

## **ARTICLE VI - Leave Provisions**

### **Section 6.1**

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

## **Section 6.2**

One years sick leave (15 days) shall be posted to each employee's credit with the first paycheck due the employee in July of each fiscal year. Each employee hired after the start of the fiscal year shall receive one and one-quarter days of sick leave for each full calendar month of employment the employee will have completed on June 30th of that fiscal year. Unused sick leave in excess of 175 working days shall revert back to the Town at the end of each fiscal year (June 30). Any employee who leaves the Town service for any reason shall repay the Town for any sick leave taken in excess of a prorated portion of the days with which they were credited for the current fiscal year, reflecting the portion of that fiscal year which they have not yet worked.

## **Section 6.3**

No provision of the agreement is to be construed as preventing the Chief from withholding sick leave when, in his/her opinion, an employee is not entitled to it in view of its purposes as stated above.

## **Section 6.4**

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 Chief 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 the length of service, and the needs of the Town service.

## **Section 6.5**

In all cases of sick leave with pay, the Chief may require a certificate from a licensed practitioner of medicine or surgery, or both, verifying the need for sick leave. If the Chief requests a certificate from a specific doctor, the Town will pay the cost of such certificate.

## **Section 6.6**

Sick leave shall not accrue during any leave of absence without pay. Sick leave credited as of July 1st shall be adjusted downward in accordance with this section.

## **Section 6.7**

- (a) Employees hired prior to August 1, 2006 (referred to as Tier I). Upon separation from Town service for any reason except death or retirement under the Town Pension Plan, unused accrued sick leave shall revert to the Town. In the case of death or retirement under the Town Pension Plan, an employee shall be paid at that employee's regular rate for two-thirds (2/3) of the sick leave accrued to their credit up to one hundred fifty (150) working days accrual, (i.e., one hundred (100) working days payment.) Upon retirement, and for the purpose of calculating pension benefits only, sick leave shall be calculated as one-half (1/2) of the sick leave accrued to the employee's credit up to one hundred twenty (120) working days accrual, i.e., sixty (60) working days payment, plus one-fifth (1/5) of the additional sick leave accrued to the employee's credit up to an additional fifty (50) working days accrual, i.e.,

ten (10) working days payment, but, in any case, not to exceed one hundred seventy (170) working days. The number of sick leave days calculated for pension purposes shall be multiplied by twelve (12) and multiplied by the employee's biweekly rate divided by eighty-four (84) as follows:

$$(calculated\ sick\ days) \times (12) \times (biweekly\ rate / 84)$$

An employee retiring under the Town Pension Plan may elect instead to be paid at his/her regular rate for all of the sick leave accrued to his/her credit up to one hundred fifty (150) working days accrual, but if he/she so elects, none of such payment shall be included in his/her compensation for purposes of pension computations. (NOTE: For employees eligible for the additional step stated in Article 9, Section 8, of this agreement, the retirement calculation will be at the employee's actual daily rate of pay, (the additional step.) irrespective of the full year provision)

- (b) Employees hired after August 1, 2006 and prior to June 26, 2018 (referred to as Tier II). Sick leave buy-outs will not be included in the calculation of average final compensation for the purposes of calculating pension benefits. However, such employees who retire immediately upon separation from town service with 20 years of service, but less than 25 years of service (exclusive of buy back time), shall be paid at the employee's regular hourly base rate for two-thirds (2/3) of their actual leave accrued up to the maximum accrual limit of one hundred fifty (150) working days (i.e., one hundred (100) working days payment.) Employees who retire immediately upon separation from town service with 25 or more years of service (exclusive of buy back time) shall be paid at their regular hourly base rate for all sick leave accrued to their credit up to the 150 working days maximum accrual limit.
- (c) Employees hired after June 26, 2018 (referred to as Tier III). Sick leave buy-outs will not be included in the calculation of average final compensation for the purposes of calculating pension benefits. There shall be no sick leave buy out upon separation from Town service.

### **Section 6.8**

Up to five (5) days of an employee's accumulated sick leave may be used in any fiscal year to attend to a sickness or disability in the immediate household where the employee's presence is essential, and up to an additional ten (10) days per year may be used if granted at the sole discretion of the Chief or his/her designee. Upon written request to the Police Chief, an employee may be authorized to utilize additional paid sick leave in any fiscal year, with the approval of the Police Chief and the Executive Director of Human Resources, for the serious health condition of a parent, child or spouse in accordance with provisions of the Family and Medical Act, up to an employee's available accrued sick leave balance.

### **Section 6.9**

- (a) Up to three (3) days may be used in any fiscal year, without deduction from sick leave, for personal business which cannot with reasonable convenience be conducted outside regular working hours. Such days must be scheduled by agreement with the appropriate superior officer in the same manner as vacation or other days off.

- (b) If a member is on Worker's Compensation Leave or Military Leave for a period of greater than ten (10) months within a fiscal year, the employee shall be allowed to carryover a maximum of three (3) Personal Days into the next fiscal year.

However, under no circumstance shall the carryover of Personal Leave be more than three (3) days for any impacted member. Accordingly, if the Worker's Compensation Leave or Military Leave that allowed for the carryover of up to three (3) Personal Days into a subsequent fiscal year were to continue into that subsequent fiscal year, the member would not accrue another three (3) Personal Days for further carryover (i.e. no pyramiding).

#### **Section 6.10**

In the event of death in the immediate family of an employee, said employee will be granted funeral leave, if required with pay, in the amount of five (5) calendar days. In the event of death of the employee's aunt or uncle, funeral leave will be granted, if required, with pay, for one (1) calendar day. Such leave shall not be charged to said employee's sick leave or vacation leave. Funeral leave will be granted by the employee's Department Head or his/her designee. Extension of this provision may be granted by the Chief or his/her designee for unforeseen hardships and travel time.

#### **Section 6.11**

For the purpose of Section 6.10, the phrase "Immediate Family" shall be construed to mean any of the following: father, mother, spouse, child, sister, brother, grandparent or grandchild of the employee, or of the spouse of the employee, or any other relative who is an actual member of the household, including domestic partner (must meet the coverage provisions of Town of West Hartford Health Plan).

#### **Section 6.12**

- (a) Any employee may request a leave of absence without pay, which may be granted or denied in the absolute discretion of the Chief. If such leave is granted, the employee and dependents shall remain enrolled in the Town's medical insurance plans, with the Town paying the cost of coverage for the month in which the leave commences plus one (1) additional month (six (6) additional months in the case of leave without pay for medical reasons, as verified by a physician's certification), and the employee paying the cost of such coverage thereafter. The employee shall not accrue holidays, sick leave, pension credits or other benefits during a leave without pay, but upon his return such benefits will be reinstated at the same level they existed when the leave began. In the case of vacation, the employee's allowance for the current year will be prorated based on the number of months absence from active duty.
- (b) The phrase "for medical reasons" may be applied to a situation that involves the illness of the employee's immediate family (parents, spouse, or children). Such application shall be determined on a case-by-case basis and shall take into account personal hardship, the nature of the illness, the employee's service record, and the needs of the Town. All such illnesses shall be verified by a physician's certification. Determination shall be made in the absolute discretion of the Chief.

### **Section 6.13**

Police personnel may accumulate up to the maximum of eighty (80) hours of compensatory time. Compensatory time will not be granted in lieu of pay for any private duty overtime. Compensatory time off must be scheduled by agreement with the appropriate supervisor in the same manner as vacation or other days off.

### **Section 6.14**

Leave with pay for participation in short-term required military training not to exceed thirty-four (34) days in any calendar year in the Federal Reserve or National Guard.

- (a) Any military pay received by the employee shall reduce the employee's Town Base Pay on a dollar-for-dollar basis for the duration of the leave.
- (b) All other conditions of employment will be treated as any other leave with pay.

NOTE: All other provisions of the Town of West Hartford Military Leave Policy shall remain in effect.

### **Section 6.15**

- (a) Any full time member may request approval to be a recipient under this Sick Donation Program. To be eligible to obtain time from the Sick Bank an employee must meet each of the following criteria:
  1. Be employed by the Town of West Hartford for more than eighteen months of full time employment prior to the request; and
  2. Suffer from a non-work related injury or illness that prevents the employee from working, as verified by documentation from the treating medical provider substantiating the need for leave; and
  3. Expect the length of absence to be greater than one month, but less than six months; and
  4. Have exhausted all paid leave balances, i.e., sick leave, vacation, personal leave, holiday, compensatory time; and
  5. Sign a waiver and release agreement acknowledging the voluntary nature of the Donated Sick Bank program; and understand that all hours when the employee is unable to work may not be covered by donations of Sick time from fellow employees, and that participation in the program does not establish any right to paid leave time.
  6. No prior record of sick leave abuse for which the employee has been disciplined for during the preceding 24 months.
  7. Have donated to the Sick Bank, in the most recent request for additional donations to maintain eligibility to request Sick Leave from the Sick Leave Donation Bank.
  8. Members who meet criteria 1, 4, 5, 6 and 7, may request five (5) days from the sick bank for FMLA qualifying situations for members of their immediate family.

A member meeting the situation outlined above and having received approval from the Police Chief for a leave of absence, may submit a request to the Executive Director of Human Resources for Sick Donation Leave.

- (b) The Human Resources Department is responsible for coordinating Sick donations, reviewing applications and authorizing eligibility under this Program. Additional medical certification in accordance with the Family and Medical Leave Act may be requested from the applicant. Final determination of eligibility and distribution of donated sick leave shall be made by the Executive Director of Human Resources and shall not be subject to the grievance procedure. The Executive Director of Human Resources shall ensure that no decision will be made on the basis of an employee's race, religion, creed, color, sex, national origin, disability, age, marital status, veteran status or sexual orientation.
- (c) Procedure for Making a Contribution to the Sick Leave Donation Bank:
1. Any employee may donate sick time, in one day increments, to the Donated Sick Bank by completing a *Donor Agreement and Authorization Form* and a *Personnel Action Form* and forwarding it to the Department of Human Resources. The Personnel Action Form shall identify the number of sick days donated to the program and calculate the number of days donated times the donor's daily rate of pay.
  2. Donations from any one employee shall be limited to a maximum of ten (10) accrued sick leave days per fiscal year, in full day increments.
  3. Minimum donation to the Sick Bank in order to be eligible to participate will be two (2) days, in full day increments. The Town and the Union will monitor the Sick Bank to determine if and when future donations will be made to the program.
  4. Employees with an accrued sick leave balance, at time of donation, of one hundred and seventy-four (174) or more accrued sick leave days shall be limited to donation of two (2) days.
  5. Donations will be immediately deducted from the donating employee's sick accrual balance and credited to the Sick Donation Bank.
  6. The donated time will be converted into actual dollars, and placed into the Sick Bank at the value of the donated time as of the donation date. The Donating Employee's daily rate will be used for conversion into dollars. Funds will be transferred from the donor's department to the Sick Donation account.
- (d) Procedure to Request Sick Donation Leave:
1. The employee and/or the Police Chief may discuss qualifications and eligibility requirements under this program with their Human Resource Specialist.
  2. An employee qualifying as a recipient under the Program must submit an *Application for Sick Donation Leave and Recipient Agreement Form* to the Executive Director of Human Resources, or their designee. Certification from a medical provider shall be required.



3. Upon approval of the Executive Director of Human Resources or their designee, the recipient will be compensated from the Sick Bank on a biweekly basis at their normal daily base rate of pay, up to the balance of the Sick Bank, or a maximum of six (6) months.
  4. In the event there are two or more qualifying absent employees participating in the Sick Donation Program, the dollar value of the Sick Bank will be evenly divided between all qualifying employees as of the most recent approval date. The dollar value will be evenly divided and the lesser number of days will be available to each qualifying employee.
  5. If an individual receives the benefit of the Sick Donation Program during the period a contested Workers' Compensation claim is pending, and should the Workers' Compensation claim subsequently be approved, the individual shall repay the Sick Leave Bank in full for any and all time paid under this program.
  6. Funds will be transferred from the Sick Donation Program to the recipient's department to cover the leave used each pay period.
- (e) Use:
1. No employee may solicit co-workers for sick leave donations. Donations must be voluntary.
  2. Donated Sick time must be donated in one-day increments.
  3. Donated Sick hours are converted into dollars and placed into the sick bank at the value of the donated time as of the donation date. The Donor's daily rate will be used for conversion of sick leave time into dollars.
  4. Time utilized from the sick donation bank may run concurrently with Family and Medical Leave, if applicable.
  5. Unused donated sick hours are forfeited and will not be returned to the donor.
  6. The sick and vacation accrual an employee earns during the period they are receiving donated Sick time will be refunded to the Sick bank.

## **ARTICLE VII - Insurance Programs**

### **7.1 – Medical Insurance**

#### State Partnership Health Plan

Subject to the conditions set forth below, effective at the date of signing or at a date determined by the State of Connecticut, the Town shall offer each bargaining unit member the opportunity to participate in the Connecticut State Partnership Plan 2.0 (SPP) for medical benefits. The medical benefits shall be as set forth in the SPP effective on November 1, 2020, including any subsequent amendments or modifications made to the SPP by the State and its employee representatives. The administration of

the SPP, including open enrollment, beneficiary eligibility and changes, and other administration provisions shall be as established by the SPP.

- a. The premium rates shall be set by the SPP.
- b. Employees on the payroll prior to June 26, 2018 shall contribute 1.75% of their bi-weekly base wage, not to exceed twenty percent (20%) of the family self-insured equivalent rate, which shall not include the 2% COBRA administrative fee, toward the premium cost share of the SPP plan as an active employee.

Employees hired on or after June 26, 2018 shall pay 16% of the premium cost share of the self-insured equivalent rate for the SPP plan based upon the level of coverage elected.

- c. The SPP contains a Health Enhancement Plan (HEP) component. All employees participating in the SPP are subject to the terms and provisions of the HEP. In the event SPP administrators impose the HEP non-participation or noncompliance \$100 per month premium cost increase or the \$350 per participant to a maximum of \$1400 family annual deductible, those sums shall be paid 100% in their entirety by the non-participating or non-compliant employee. No portion or percentage shall be paid by the Town. The \$100 per month premium cost increase shall be implemented through payroll deduction, and the \$350/\$1400 annual deductible shall be implemented through claims administration. Health Enhancement Plan participants and their covered dependents who are found to be non-compliant with the required provisions of the HEP shall be reinstated in the the Health Enhancement Program on the first of the month following their compliance.
- d. In the event any of the following occur, the Town or the West Hartford Police Officers Association may reopen negotiations as to the sole issue of medical benefits, including plan design and plan funding, premium cost share and/or introduction of a replacement medical benefits plan in whole or in part.
  - i) If the SPP in its current form is no longer available; or if the benefit plan design of the SPP is modified as a result of a change in the State's collective bargaining agreement with SEBAC, if such modifications would substantially increase the cost of the medical benefits plan offered herein. Reopener negotiations shall be limited to medical benefits plan design and funding, premium cost share and/or introduction of an additional optional medical benefits plan; and/or
  - ii) If Conn. Gen. Stat. Section 3-123rrr et seq. is amended, or if there are any changes to the administration of the SPP, or if additional fees and/or charges for the SPP are imposed so as to affect the Town, any of which amendments, changes, fees or charges (individually or collectively) would substantially increase the cost of the medical benefits plan offered herein. Reopener negotiations shall be limited to medical benefits plan design and funding, premium cost share and/or introduction of an additional optional medical benefits plan; and/or

- iii) Should the excise tax under the Patient Protection and Affordable Care Act, as amended by the Consolidated Appropriations Act of 2016 is reinstated and/or there is any material amendment to the ACA that would substantially increase the cost of the medical benefits referred to herein. Reopener negotiations shall be limited to medical benefits plan design and funding, premium cost share and/or introduction of an additional optional medical benefits plan.
- e. In any negotiations triggered under subparagraph d above as well as negotiations for a successor to the current collective bargaining agreement, the parties shall consider the High Deductible Health Plan with Health Savings Account and PPO plan design and premium cost share amounts that were in effect for the 2013-2021 collective bargaining agreement to be the most recent applicable bargaining history, and the parties shall consider the following additional factors:
- Trends in medical insurance plan design outside of the SPP;
  - The costs of different plan designs, including a high deductible health plan structure and a PPO plan structure.
- f. The parties' agreement herein is to implement the SPP until June 30, 2027 subject to the specific reopener provisions herein that would permit replacement of the SPP prior to June 30, 2027.

(g) Employees on the payroll prior to June 26, 2018 shall contribute 1.75% of their bi-weekly base wage, not to exceed twenty percent (20%) of the family self-insured equivalent rate, which shall not include the 2% COBRA administrative fee, toward the premium cost share of the SPP Plan as an active employee.

Employees hired on or after June 26, 2018 shall pay 16% of the premium cost share of the self-insured equivalent rate for the SPP based upon the level of coverage elected.

After initial enrollment into the SPP, an employee may modify enrollment only during the annual enrollment period, except for changes in family status by birth, death, adoption, marriage, civil union, or involuntary loss of coverage due to extenuating circumstances that shall be made in writing by the employee within thirty-one (31) days of the event.

Upon the death of an active employee, medical benefits shall continue for a period of thirty-six (36) months to the surviving spouse and eligible dependents of the employee at the time of his/her death 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 aged 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.

(j) The Town shall provide a Tax Savings Plan within the meaning of Section 125 of the Internal Revenue Code of 1996, as amended, and the income designated by the employee in compliance with such plan shall be excluded from the employee's taxable income provided by law.

(k)The parties agree that the Town Health Plan constitutes a self-funded non-federal governmental plan and the parties agree that it be exempt from all of the Health Insurance Portability and Accountability Act (HIPAA) requirements, except certification of creditable coverage.

## **7.2 – Retiree Health and Prescription Drug Plan**

- (a) Eligibility for retiree health and prescription drug benefits is dependent upon date of hire.
1. For purposes of this Section 7.3(a), employees hired prior to July 1, 1986, the term “retired employee” shall be limited to those who are eligible to receive and who actually do receive, either an early (reduced) or normal (unreduced) retirement benefit under the Town pension plan immediately upon separation from Town service.
  2. For purposes of this Section 7.3(a), employees hired on or after July 1, 1986 and prior to August 1, 2006, the term “retired employee” shall be limited to those who are eligible to receive, and actually do receive a normal, unreduced, retirement benefit with 20 years of Credited Service immediately upon separation from Town service.
  3. For purposes of this Section 7.3(a), employees hired on or after August 1, 2006, the term “retired employee” shall be limited to those who are eligible to receive, and actually do receive a normal, unreduced, retirement benefit immediately upon separation from Town service and have 25 or more years of Credited Service. Members retiring without the above conditions will not be eligible for Retiree Health and Prescription Benefits at retirement or any time thereafter.
  4. Notwithstanding any other provision of this Section 7.3(a), for retirements effective on or after July 1, 1987, the Town shall provide and pay the full cost, for employees who retire because of an on-the-job disability as defined under Section 30-53 (E) of the Town’s Pension Plan, for the same health and prescription drug programs which apply to an employee who receives a normal (unreduced) pension. However, an employee who retires because of any other disability shall not be eligible for such medical insurance programs unless he/she meets the requirements of Section 7.3(a)(1), 7.3(a)(2), and 7.3(a)(3), whichever is applicable.
- (b) Subject to the limitations set forth in Section 7.3(a) above, the Town will provide and pay the cost for the membership of each individual retired employee hired prior to June 26, 2018 and his/her enrolled dependents in the same health and prescription drug programs which he/she enjoyed immediately prior to his/her retirement, until Medicare eligibility or until the retiree would have been age-eligible for Medicare. For employees hired on or after June 26, 2018, the Town shall provide and pay 50% of the premium cost sharing of membership in accordance with Section 7.3 (d)(1). Already retired employees who retired before the implementation of the SPP partnership Plan pursuant to this Agreement to extend the existing 2016-2021 collective bargaining agreement, shall retain their current coverage which is that they retain the same health and prescription drug programs which they enjoyed

immediately prior to his/her retirement, until Medicare eligibility or until the retiree would have been eligible for Medicare.

Already retired employees may, at their option, enroll in the SPP Plan as retirees during any open enrollment period conducted expressly for that purpose. However, in the absence of an affirmative, written consent to enroll, they will retain their current health and prescription drug coverage.

If an already retired employee elects to join the SPP or its Group Medicare Advantage (PPO) Plan and the SPP Plan or its Group Medicare Advantage (PPO) Plan is subsequently terminated by virtue of the applicable provisions of this Agreement, said retirees and their dependents shall return to the coverage they enjoyed when they initially retired.

Current employees who retire before the effective implementation date of the SPP pursuant to this extension agreement, shall retain the health and prescription drug coverage in the PPO in effect and set forth in the existing 2016-2011 collective bargaining contract. Said employees will also be afforded the opportunity at their option and upon affirmative written consent to join the SPP or its Group Medicare Advantage (PPO) Plan in any subsequent open enrollment period for that purpose. Should these employees join the SPP or its Group Medicare Advantage (PPO) Plan and that plan is subsequently terminated by virtue of the applicable provisions of this Agreement, said retirees and their dependents shall return to the coverage they enjoyed when they initially retired.

Current employees who retire after the effective date of the implementation of the SPP pursuant to this extension agreement, shall be placed in SPP Medicare Advantage (PPO) Plan upon retirement. Should the SPP or its Group Medicare Advantage (PPO) Plan subsequently be terminated by the provisions of this agreement, said employees will return to the coverage of the PPO Plan described in the existing 2016-2021 collective bargaining agreement.

- (b) The employee and their spouse, if any, shall be eligible for coverage during the employee's retirement until the retiree is deceased, or no longer desires coverage. Only those eligible dependents of record at the time the employee retires shall receive retiree health insurance benefits in accordance with provisions of the health plan, except that a retiree may add a spouse subsequent to retirement.
  - (c) Active employees hired prior to June 26, 2018, shall pay 1.65% of their bi-weekly base wage toward the cost of retirement health benefits. No additional premium sharing shall be required of the retiree during their retirement.
1. Employees hired on or after June 26, 2018 shall pay fifty percent (50%) of the self-insured equivalent rate for retiree and retiree dependent health care in retirement. Employees shall not make a contribution to retiree health care during the term of their active employment. Payment shall be made to the Town as long as the retiree is receiving retiree health benefits (pre- and post-65) through the Town's insurance plans. Retirees who contribute to the cost of their insurance benefits shall do so by authorizing deduction from their monthly pension benefits. Coverage of retirees and eligible dependents, for whom the required contributions are not made, shall be terminated and may not thereafter be reinstated.

- (d) At Medicare eligibility, the following changes shall occur. Retired employees and eligible covered dependents will be automatically enrolled in the SPP UnitedHealthcare Group Medicare Advantage (PPO) Plan or any successor Group Medicare Advantage (PPO) Plan the State Partnership Plan contracts with to implement the Medicare Advantage benefits. This plan will replace your current medical and prescription drug coverage. The medical benefits shall be as set forth in the SPP effective on November 1, 2020, including any subsequent amendments or modifications made to the SPP by the State and its employee representatives. The administration of the SPP, including open enrollment, beneficiary eligibility and changes, and other administration provisions shall be as established by the SPP.

It is assumed that the retired employee is covered by Medicare – Part A and Part B. The retired employee is automatically covered by Part A. Enrollment in Part B and payment of the premium is the retired employee’s responsibility.

- (e) For employees who retired on or after October 2, 2000, upon the death of the retiree, health and prescription drug plan benefits shall continue, for a period of twelve (12) 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 during this twelve-(12) month period, and benefits for a surviving spouse age 65 or over will be coordinated with Medicare in the same manner as with a retired employee. This twelve (12) month continuation of medical benefits is intended to be applied to meeting the requirements of COBRA and any further continuation shall not exceed the COBRA limits. Upon the death of a retiree who retired after July 1, 1975 but prior to October 2, 2000, their eligible dependents may continue to participate in the Town’s group health plan. The Town will administer such participation, provided the entire cost of the coverage is borne by such dependents.
- (f) Any officer who separates from service without a vested right to retiree health coverage shall be refunded all of his/her contributions toward retiree health care coverage that he/she made pursuant to 7.2(c) of this Section .

### **7.3 – Life Insurance**

The Town will participate in a group life insurance plan which provides each employee with coverage equal to his or her annual base rate of pay (rounded to the nearest one thousand dollars (\$1,000)). Such insurance shall not exceed the IRS cap for non-taxable employee life insurance benefits (which is currently \$50,000). The plan will pay double indemnity in the case of death in the line of duty. Each employee who retires after July 1, 1981 will have his or her group life insurance automatically reduced to twenty-five percent (25%) of the amount of life insurance in force immediately prior to retirement, not to exceed seven thousand five hundred dollars (\$7,500) coverage. Subject to the limitations set forth in Section 7.3(a), the cost of such reduced insurance for past and future retirees shall be paid by the Town, but the balance of the employee’s group life insurance may be converted and paid for by the retired employee, in accordance with the terms of the group life insurance plan.

#### **7.4 – Dental Insurance Plan**

The Town shall provide and pay the cost of a full service Dental Plan as outlined in Attachment B and in accordance with the following provisions:

- (a) \$50 single/\$100 individual + one/\$150 family deductible;
- (b) \$1,250 maximum benefit/per person/per calendar year;
- (c) Network of providers;
- (d) 100% coverage for preventive services/80% coverage for basic services after deductible;
- (e) Out-of-network benefits shall be provided by employee paying the bill then submitting to carrier for reimbursement. Reimbursement will assume total charges at 80% of reasonable and customary and then applying the plan provisions for deductibles and reimbursement levels.
- (f) Employees shall contribute .25% of their base pay toward the cost of the premium for this benefit.

#### **7.5 – Killed in the Line of Duty Funeral Expenses**

The Town will reimburse all funeral and cemetery expenses for bargaining unit members killed in the line of duty, upon proof of payment, not to exceed twenty-five thousand \$25,000 dollars in the case of any employee.

#### **7.6 – Vision Care Program**

- (a) Effective July 1, 2006, the Town shall provide and pay the cost, for active employees and eligible dependents, in a “Basic” networked vision care program, as outlined in Attachment C.
- (b) For each retiree and their eligible dependents, who qualify for retiree health insurance benefits per Article VII, Section 7.3(a)(1), (a)(2), and (a)(3), one (1) vision examination related to refractive errors shall be provided per year and be paid in full after an office visit co-payment up to reasonable and customary charges while covered by the Town’s PPO Plan, until eligibility for Medicare, as per practice.

### **ARTICLE VIII – Pension Plan**

#### **Section 8.1**

The Town of West Hartford shall cover all employees and retired employees in uniformed and investigatory positions within the Police Department under the Town of West Hartford Pension Plan, Part D. For purposes of this Article and this Article only, all employees holding uniformed and investigatory positions within the West Police Department, including that of Police Captain, Detective Captain, Lieutenant, Detective Lieutenant, Police Sergeant, Detective Sergeant, Police Officer, Detective, Animal Control Officer, and Assistant Animal Control Officer, are members of this bargaining unit and are covered by this collective bargaining agreement.

## Section 8.2

- (a) The pension benefits shall be those provided in Part D of the Town's Pension Ordinance as adopted on July 20, 1976, as amended as a result of Case No. 778-MBA-75, and as further amended by any subsequent collective bargaining negotiations between the parties including the modifications included in this 2013 – 2024 Agreement. Subsequent to the ratification by both parties of this 2013 – 2024 Agreement, the Town shall take steps to cause Part D of the Pension Ordinance to reflect all prior collective bargaining changes including changes set forth in this 2013 – 2024 Agreement.
- (b) Any Part D member hired prior to August 1, 2006, hereinafter referred to as a Tier I for Section 8.2 *only*, shall be eligible for a normal, retirement benefit without actuarial reduction at the earliest of age 55 with 10 years of Credited Service, or after completion of twenty (20) years of service, or at age 65. Such member shall be eligible for an early retirement benefit, subject to actuarial reduction, after ten (10) years of Credited Service, but less than twenty (20) years of Credited Service.
1. The retirement benefit for Tier I members shall be calculated as two and one-half percent (2 ½%) times all years of Credited Service multiplied by average final compensation (AFC). Average final compensation shall be the average annual compensation, including all compensation paid to the member, during the three highest paid calendar years of service prior to and including the last full month of employment. Sick leave shall be included in the pension computation in accordance with provisions of Article VI, Section 6.7 (a) for Tier 1 members.
  2. Any member on the payroll as of July 1, 2006, or hired thereafter, but prior to June 26, 2018 shall be eligible for a retirement benefit of eighty percent (80%) of AFC for thirty (30) years of service or more (excluding any buy back time).
  3. No retirement allowance paid to any Tier 1 member under this Plan, including workers' compensation payments, if any, shall exceed ninety-five percent (95%) of the member's final Base Pay, plus educational incentive pay (if any) and holiday pay.
  4. In lieu of eligibility for a two percent (2%) Pension COLA, active employees hired prior to August 1, 2006, shall receive a Town match, on a dollar-to-dollar basis, each calendar year of the first \$1,250 contribution by the employee to the Town sponsored deferred compensation plan. The deferred compensation plan shall be in accordance with provisions of Section 457 of the Internal Revenue Code of 1986, as amended. Participation in the plan is at the employee's discretion.
- (c) Any Part D member hired on or after August 1, 2006, but prior to June 26, 2018, hereinafter referred to as a Tier II for Section 8.2 *only*, shall be eligible for a normal, retirement benefit without actuarial reduction at the earliest of age 55 with 10 years of Credited Service, or after completion of twenty (20) years of service, or at age 65. Such member shall be eligible for an early retirement benefit, subject to actuarial reduction, after ten (10) years of Credited Service, but less than twenty (20) years of Credited Service.



1. The retirement benefit for Tier II members shall be calculated as two and one-half percent (2 ½%) times all years of Credited Service multiplied by the average of the highest three (3) years of earnings, as defined in this subsection. For each of the three highest years of compensation, the average shall be calculated as the Base Pay in each of the three highest calendar years, plus fifty percent (50%) of overtime earned in those years (overtime for private duty, call backs and will works). Highest calendar years of compensation shall be determined after the calculation of base pay plus 50% of overtime paid in each calendar year. No sick leave, holiday pay, education incentive pay, or any other compensation shall be included in the pension computation. Payment of any sick leave accrual shall be in accordance with provisions of Article VI, Section 6.7 (b) for Tier II members.
2. Any member on the payroll as of July 1, 2006, or hired thereafter but prior to June 26, 2018, shall be eligible for a retirement benefit of eighty percent (80%) of AFC for thirty (30) years of service or more (excluding any buy back time).
3. No retirement allowance paid to any Tier II member, including workers' compensation payments, if any, shall exceed eighty-five percent (85%) of the member's final Base Pay. This excludes educational incentive pay (if any), holiday pay, and any other compensation.
4. The Town Pension Ordinance shall provide that Tier II members hired on or after August 1, 2006 shall receive an annual two percent (2%) cost of living increase in accordance with the following provisions:
  - Cost of living increases shall become payable each year on July 1, except that the first increase shall be credited no earlier than two (2) years following the employee's normal retirement date or early retirement date (if the member has ten (10) or more years of Credited Service) nor later than three (3) years following the employee's normal or early retirement date.
  - Cost of living increases shall continue to be provided annually until neither the retiree nor his/her spouse is eligible for pension payments.
  - The cost of living benefit shall include all previous year's cost of living adjustments, so that there will be a compounding effect.
  - Cost of living increases shall be calculated without regard to or inclusion of any portion of the retirement allowance that is payable to the member because of a retirement incentive.
  - Cost of living increase shall be made without regard to the maximum allowance provided in Section 8.2(c)(3).
  - Cost of living increase provision shall not apply to employees who terminate with a deferred vested benefit (employee with at least five years of service and less than ten years of service.)

5. The Town shall sponsor a deferred compensation plan in accordance with provisions of Section 457 of the Internal Revenue Code of 1986, as amended. Participation in the plan is at the employee's discretion. The Town shall match, on a dollar-to-dollar basis, each calendar year of the first \$750 contribution by the employee to the Town sponsored deferred compensation plan.
- (d) Any Part D member hired on or after June 26, 2018, hereinafter referred to as a Tier III for Section 8.2 *only*, shall be eligible for a normal, retirement benefit without actuarial reduction at the earliest of age 55 with 10 years of Credited Service, or after completion of twenty (20) years of service, or at age 65. Such member shall be eligible for an early retirement benefit, subject to actuarial reduction, after ten (10) years of Credited Service, but less than twenty (20) years of Credited Service.
1. The retirement benefit for Tier III members shall be calculated as two percent (2%) times all years of Credited Service multiplied by the average of the member's three highest years of Base Pay. The calculation of pension benefits shall not include overtime, private duty pay, sick leave buyout, holiday pay, educational incentive or any compensation other than Base Pay.
  2. No retirement allowance paid to any Tier III member, including workers' compensation payments, if any, shall exceed eighty-five percent (85%) of the member's final Base Pay.
  3. The Town Pension Ordinance shall provide that Tier III members hired on or after June 26, 2018 shall receive an annual two percent (2%) cost of living increase in accordance with the following provisions:
    - Cost of living increases shall become payable each year on July 1, except that the first increase shall be credited no earlier than two (2) years following the employee's normal retirement date with twenty-five (25) years of Credited Service nor later than three (3) years following the employee's normal retirement date with twenty-five (25) years of Credited Service.
    - Cost of living increases shall be made without regard to the maximum allowance provided in Section 8.2(d)(2).
    - Cost of living increases shall continue to be provided annually until neither the retiree nor his/her spouse is eligible for pension payments.
    - The cost of living benefit shall include all previous year's cost of living adjustments, so that there will be a compounding effect.
    - Cost of living increases shall be calculated without regard to or inclusion of any portion of the retirement allowance that is payable to the member because of a retirement incentive.

- Cost of living increase provision shall not apply to employees who terminate with a deferred vested benefit, disability pension, early retirement or a normal, unreduced pension benefit at twenty (20) years of Credited Service.
4. The Town shall sponsor a deferred compensation plan in accordance with provisions of Section 457 of the Internal Revenue Code of 1986, as amended. Participation in the plan is at the employee's discretion. Tier III members are not eligible for a Town match.

### **Section 8.3**

- (a) The Town of West Hartford and Part D members shall contribute to the Pension Plan in accordance with the provisions of said Pension Plan.
1. The Pension Ordinance shall provide that each Tier I and Tier II employee of the bargaining unit included in Part D of the Pension Plan hired prior to June 26, 2018 shall contribute five percent (5%) of their total compensation toward the cost of their pension, plus one percent (1%) of their Base Pay, toward the cost of survivorship benefits.
  2. Part D members hired on or after June 26, 2018, Tier III, shall contribute five percent (5%) of Base Pay toward the cost of their pension, plus one percent (1%) of Base Pay toward the cost of survivorship benefits.
- (b) Contributions to the Town of West Hartford Pension Plan will be tax deferred under Section 414(h) of the Internal Revenue Code of 1986, as amended and excludable from the employee's taxable income as provided by law.

### **Section 8.4**

For purposes of interpretation and application of Section 30-53 (E) of the West Hartford Pension Plan, it is understood that:

- (a) An employee is totally and permanently disabled from engaging in any substantial gainful employment in the service of the municipality, if after reaching the point of maximum recovery from his or her illness or injury, he or she is neither reinstated to his or her former position nor offered alternate employment by the appointing authority at an annual rate of straight time compensation at least equal to seventy-five percent (75%) of his or her annual rate of Base Pay in his or her former position.
- (b) So long as such employee remains in such alternate employment he or she shall remain a member of Part D of the Pension Plan for all purposes, including the computation of employee and Town contributions, retirement eligibility date, and pension benefit computation, as if he or she had remained in his or her former position, and had received the salary increases uniformly applicable to his or her former position.
- (c) If such employee rejects such alternative employment, or having accepted such alternate employment later voluntarily resigns, he or she shall have no further right to employment by the Town, and shall not be eligible for a disability pension, but shall be eligible for any other benefits for which he or she may qualify under the Pension Plan. If such employee accepts

such alternate employment, but is later terminated for cause, he or she shall be eligible for a disability pension from the date of his or her termination, but computed as of the date of his or her alternate employment began. If he or she accepts such alternate employment and is later terminated for any other reason, including elimination of his or her position, he/she shall be entitled to a disability pension from the date of his or her termination, computed as of the date his or her alternate employment ended.

#### **Section 8.5**

- (a) If an employee's retirement date is December 31, or before, they will be given the opportunity to either have their bi-weekly pay issued in accordance with the regular Town payroll or have a supplemental check issued for the days of employment through their retirement date that are not covered in the last regular pay period in December. Such supplemental check would be issued in December and be reflected on the employee's W-2 form for the calendar year.
- (b) It is further agreed by the parties that all holidays from July 1 to December 31 will be included as part of the pension calculations, except for Part D members hired on or after August 1, 2006, provided the holidays are paid prior to the end of the calendar year in which the employee retires and included on the employee's W-2 form for the calendar year.

#### **Section 8.6**

- (a) Effective January 1, 2007, employees may only buy back years of service from other entities during their first year of service with the Town or during their last year of service with the Town.
- (b) Effective June 26, 2018 employees who exercised their option to purchase eligible years of service from other governmental entities as provided in Section 8.6(a) may request reimbursement, or any portion thereof, of the previously purchased service if they no longer wish previous service to be used in the calculation of retirement benefits. Refunds will be allowed and calculated based on the cash value at the time of the initial purchase. Reimbursement of buyback payments shall not be subject to any interest payment from the Plan. Should the employee subsequently elect to again purchase eligible service, it shall be subject to the applicable provisions of Section 8.6(a).

#### **Section 8.7**

Upon the death of an active employee who has ten (10) or more years of credited service, a spouse's annuity shall be payable to the spouse of such active employee, as if the employee had elected to retire on the date of his/her death and elected the 50% contingent annuity benefit in addition to any other survivorship benefits provided under the Pension Ordinances.

**ARTICLE IX - Pay Plans**

**Section 9.1**

The bi-weekly rates of compensation shall be as set forth in the following schedule. Approximate annual equivalents are shown for purposes of reference. Shown below are the bi-weekly rates of compensation effective July 1, 2021; July 1, 2022; July 1, 2023.

<b>PD Assistant Animal Control Officer (PD01)</b>					
<b>STEP</b>	<b>LEVEL</b>	<b>EFF DATE</b>	<b>% Inc</b>	<b>PERIOD SALARY</b>	<b>ANNUAL SALARY</b>
Step 1	Start	7/1/2020	2.38%	2,337	60,762
Step 2	1 YOS	7/1/2020	2.38%	2,461	63,986
Step 3	2 YOS	7/1/2020	2.38%	2,561	66,586
Step 4	3 YOS	7/1/2020	2.38%	2,592	67,392
Step 5	4 YOS	7/1/2020	2.38%	2,783	72,358
Step 6	5 YOS	7/1/2020	2.38%	2,979	77,454
<b>Step 7 (SS)</b>	<b>Super Step</b>	<b>7/1/2020</b>		<b>3,128</b>	<b>81,328</b>
Step 1	Start	7/1/2021	1.00%	2,360	61,360
Step 2	1 YOS	7/1/2021	1.00%	2,486	64,636
Step 3	2 YOS	7/1/2021	1.00%	2,587	67,262
Step 4	3 YOS	7/1/2021	1.00%	2,618	68,068
Step 5	4 YOS	7/1/2021	1.00%	2,811	73,086
Step 6	5 YOS	7/1/2021	1.00%	3,009	78,234
<b>Step 7 (SS)</b>	<b>Super Step</b>	<b>7/1/2021</b>		<b>3,159</b>	<b>82,134</b>
Step 1	Start	7/1/2022	1.50%	2,396	62,296
Step 2	1 YOS	7/1/2022	1.50%	2,523	65,598
Step 3	2 YOS	7/1/2022	1.50%	2,626	68,250
Step 4	3 YOS	7/1/2022	1.50%	2,657	69,082
Step 5	4 YOS	7/1/2022	1.50%	2,853	74,178
Step 6	5 YOS	7/1/2022	1.50%	3,054	79,404
<b>Step 7 (SS)</b>	<b>Super Step</b>	<b>7/1/2022</b>		<b>3,206</b>	<b>83,356</b>
Step 1	Start	7/1/2023	2.00%	2,443	63,544
Step 2	1 YOS	7/1/2023	2.00%	2,573	66,898
Step 3	2 YOS	7/1/2023	2.00%	2,679	69,628
Step 4	3 YOS	7/1/2023	2.00%	2,710	70,460
Step 5	4 YOS	7/1/2023	2.00%	2,910	75,660
Step 6	5 YOS	7/1/2023	2.00%	3,115	80,990
<b>Step 7 (SS)</b>	<b>Super Step</b>	<b>7/1/2023</b>		<b>3,270</b>	<b>85,020</b>

<b>PD Animal Control Officer (PD02)</b>					
STEP	LEVEL	EFF DATE	% Inc	PERIOD SALARY	ANNUAL SALARY
Step 1	Start	7/1/2020	2.38%	3,822	99,372
Step 2	1 YOS	7/1/2020	2.38%	4,060	105,560
<b>Step 3 (SS)</b>	<b>Super Step</b>	<b>7/1/2020</b>		<b>4,263</b>	<b>110,838</b>
Step 1	Start	7/1/2021	1.00%	3,860	100,360
Step 2	1 YOS	7/1/2021	1.00%	4,101	106,626
<b>Step 3 (SS)</b>	<b>Super Step</b>	<b>7/1/2021</b>		<b>4,306</b>	<b>111,956</b>
Step 1	Start	7/1/2022	1.50%	3,918	101,868
Step 2	1 YOS	7/1/2022	1.50%	4,163	108,212
<b>Step 3 (SS)</b>	<b>Super Step</b>	<b>7/1/2022</b>		<b>4,371</b>	<b>113,646</b>
				-	-
Step 1	Start	7/1/2023	2.00%	3,996	103,896
Step 2	1 YOS	7/1/2023	2.00%	4,246	110,370
<b>Step 3 (SS)</b>	<b>Super Step</b>	<b>7/1/2023</b>		<b>4,458</b>	<b>115,908</b>

<b>PD Officer (PD03)</b>					
STEP	LEVEL	EFF DATE	% Inc	PERIOD SALARY	ANNUAL SALARY
Step 1	Start	7/1/2020	2.38%	2,708	70,408
Step 2	1 YOS	7/1/2020	2.38%	2,847	74,022
Step 3	2 YOS	7/1/2020	2.38%	3,003	78,078
Step 4	3 YOS	7/1/2020	2.38%	3,115	80,990
Step 5	4 YOS	7/1/2020	2.38%	3,254	84,604
Step 6	5 YOS	7/1/2020	2.38%	3,495	90,870
<b>Step 7 (SS)</b>	<b>Super Step</b>	<b>7/2/2020</b>		<b>3,670</b>	<b>95,420</b>
Step 1	Start	7/1/2021	1.00%	2,735	71,110

Step 2	1 YOS	7/1/2021	1.00%	2,875	74,776
Step 3	2 YOS	7/1/2021	1.00%	3,033	78,858
Step 4	3 YOS	7/1/2021	1.00%	3,146	81,796
Step 5	4 YOS	7/1/2021	1.00%	3,287	85,462
Step 6	5 YOS	7/1/2021	1.00%	3,530	91,780
<b>Step 7 (SS)</b>	<b>Super Step</b>	<b>7/1/2021</b>		<b>3,707</b>	<b>96,382</b>
Step 1	Start	7/1/2022	1.50%	2,776	72,176
Step 2	1 YOS	7/1/2022	1.50%	2,918	75,894
Step 3	2 YOS	7/1/2022	1.50%	3,079	80,054
Step 4	3 YOS	7/1/2022	1.50%	3,193	83,018
Step 5	4 YOS	7/1/2022	1.50%	3,336	86,736
Step 6	5 YOS	7/1/2022	1.50%	3,583	93,158
<b>Step 7 (SS)</b>	<b>Super Step</b>	<b>7/1/2022</b>		<b>3,763</b>	<b>97,838</b>
Step 1	Start	7/1/2023	2.00%	2,832	73,632
Step 2	1 YOS	7/1/2023	2.00%	2,976	77,402
Step 3	2 YOS	7/1/2023	2.00%	3,141	81,640
Step 4	3 YOS	7/1/2023	2.00%	3,257	84,682
Step 5	4 YOS	7/1/2023	2.00%	3,403	88,478
Step 6	5 YOS	7/1/2023	2.00%	3,655	95,030
<b>Step 7 (SS)</b>	<b>Super Step</b>	<b>7/1/2023</b>		<b>3,838</b>	<b>99,788</b>

<b>PD Sergeant (PD04)</b>					
<b>STEP</b>	<b>LEVEL</b>	<b>EFF DATE</b>	<b>% Inc</b>	<b>PERIOD SALARY</b>	<b>ANNUAL SALARY</b>
Step 1	Start	7/1/2020	2.38%	3,822	99,372
Step 2	1 YOS	7/1/2020	2.38%	3,978	103,428
Step 3	2 YOS	7/1/2020	2.38%	4,202	109,252
<b>Step 4 (SS)</b>	<b>Super Step</b>	<b>7/1/2020</b>		<b>4,412</b>	<b>114,712</b>
				-	-
Step 1	Start	7/1/2021	1.00%	3,860	100,360
Step 2	1 YOS	7/1/2021	1.00%	4,018	104,468
Step 3	2 YOS	7/1/2021	1.00%	4,244	110,344
<b>Step 4 (SS)</b>	<b>Super Step</b>	<b>7/1/2021</b>		<b>4,456</b>	<b>115,856</b>
				-	-
Step 1	Start	7/1/2022	1.50%	3,918	101,868
Step 2	1 YOS	7/1/2022	1.50%	4,078	106,028
Step 3	2 YOS	7/1/2022	1.50%	4,308	112,008
<b>Step 4 (SS)</b>	<b>Super Step</b>	<b>7/1/2022</b>		<b>4,523</b>	<b>117,598</b>
				-	-
Step 1	Start	7/1/2023	2.00%	3,996	103,896
Step 2	1 YOS	7/1/2023	2.00%	4,160	108,160
Step 3	2 YOS	7/1/2023	2.00%	4,394	114,244
<b>Step 4 (SS)</b>	<b>Super Step</b>	<b>7/1/2023</b>		<b>4,614</b>	<b>119,964</b>



<b>PD Lieutenant (PD05)</b>					
<b>STEP</b>	<b>LEVEL</b>	<b>EFF DATE</b>	<b>% Inc</b>	<b>PERIOD SALARY</b>	<b>ANNUAL SALARY</b>
Step 1	Start	7/1/2020	2.38%	4,145	107,770
Step 2	1 YOS	7/1/2020	2.38%	4,327	112,502
Step 3	2 YOS	7/1/2020	2.38%	4,579	119,054
<b>Step 4 (SS)</b>	<b>Super Step</b>	<b>7/1/2020</b>		<b>4,808</b>	<b>125,008</b>
Step 1	Start	7/1/2021	1.00%	4,186	108,836
Step 2	1 YOS	7/1/2021	1.00%	4,370	113,620
Step 3	2 YOS	7/1/2021	1.00%	4,625	120,250
<b>Step 4 (SS)</b>	<b>Super Step</b>	<b>7/1/2021</b>		<b>4,856</b>	<b>126,256</b>
Step 1	Start	7/1/2022	1.50%	4,249	110,474
Step 2	1 YOS	7/1/2022	1.50%	4,436	115,336
Step 3	2 YOS	7/1/2022	1.50%	4,694	122,044
<b>Step 4 (SS)</b>	<b>Super Step</b>	<b>7/1/2022</b>		<b>4,929</b>	<b>128,154</b>
Step 1	Start	7/1/2023	2.00%	4,334	112,684
Step 2	1 YOS	7/1/2023	2.00%	4,524	117,624
Step 3	2 YOS	7/1/2023	2.00%	4,788	124,488
<b>Step 4 (SS)</b>	<b>Super Step</b>	<b>7/1/2023</b>		<b>5,027</b>	<b>130,702</b>

<b>PD Captain (PD06)</b>					
<b>STEP</b>	<b>LEVEL</b>	<b>EFF DATE</b>	<b>% Inc</b>	<b>PERIOD SALARY</b>	<b>ANNUAL SALARY</b>
Step 1	Start	7/1/2020	2.38%	4,470	116,220
Step 2	1 YOS	7/1/2020	2.38%	4,686	121,836
Step 3	2 YOS	7/1/2020	2.38%	4,911	127,686
<b>Step 4 (SS)</b>	<b>Super Step</b>	<b>7/1/2020</b>		<b>5,157</b>	<b>134,082</b>
Step 1	Start	7/1/2021	1.00%	4,515	117,390
Step 2	1 YOS	7/1/2021	1.00%	4,733	123,058
Step 3	2 YOS	7/1/2021	1.00%	4,960	128,960
<b>Step 4 (SS)</b>	<b>Super Step</b>	<b>7/1/2021</b>		<b>5,208</b>	<b>135,408</b>
Step 1	Start	7/1/2022	1.50%	4,583	119,132
Step 2	1 YOS	7/1/2022	1.50%	4,804	124,904
Step 3	2 YOS	7/1/2022	1.50%	5,034	130,910
<b>Step 4 (SS)</b>	<b>Super Step</b>	<b>7/1/2022</b>		<b>5,286</b>	<b>137,436</b>
Step 1	Start	7/1/2023	2.00%	4,675	121,524
Step 2	1 YOS	7/1/2023	2.00%	4,900	127,400
Step 3	2 YOS	7/1/2023	2.00%	5,135	133,510
<b>Step 4 (SS)</b>	<b>Super Step</b>	<b>7/1/2023</b>		<b>5,392</b>	<b>140,192</b>

<b>PD Detective (PD07)</b>					
<b>STEP</b>	<b>LEVEL</b>	<b>EFF DATE</b>	<b>% Inc</b>	<b>PERIOD SALARY</b>	<b>ANNUAL SALARY</b>
Step 1	Start	7/1/2020	2.38%	3,578	93,028
Step 2	1 YOS	7/1/2020	2.38%	3,901	101,426
<b>Step 3 (SS)</b>	<b>Super Step</b>	<b>7/1/2020</b>		<b>4,096</b>	<b>106,496</b>
Step 1	Start	7/1/2021	1.00%	3,614	93,964
Step 2	1 YOS	7/1/2021	1.00%	3,940	102,440
<b>Step 3 (SS)</b>	<b>Super Step</b>	<b>7/1/2021</b>		<b>4,137</b>	<b>107,562</b>
Step 1	Start	7/1/2022	1.50%	3,668	95,368
Step 2	1 YOS	7/1/2022	1.50%	3,999	103,974
<b>Step 3 (SS)</b>	<b>Super Step</b>	<b>7/1/2022</b>		<b>4,199</b>	<b>109,174</b>
Step 1	Start	7/1/2023	2.00%	3,741	97,266
Step 2	1 YOS	7/1/2023	2.00%	4,079	106,054
<b>Step 3 (SS)</b>	<b>Super Step</b>	<b>7/1/2023</b>		<b>4,283</b>	<b>111,358</b>

### Section 9.2

Each employee shall be eligible to advance to the next step in his/her salary range with the full payroll period that includes the employee's date of employment. However, if such an employee is on sick leave for a period of sixty- (60) days or longer, such time shall not be counted as service time for the purposes of this provision.

### Section 9.3

Advancement in salary within a pay range shall be in recognition of meritorious service and shall be given only upon certification by a department head that the employee has maintained a high level of performance throughout his or her service at the step from which he is being advanced.

Advancement of more than one (1) step within a pay range or more often than once per year may be recommended for exceptional performance but shall be given only with the approval of the Town Manager.

#### **Section 9.4**

No employee shall be denied step advancement without notification at least one (1) month prior to such denial that their performance is such that his or her step advancement is in jeopardy. Each employee shall have the right to see and discuss with the Chief any individual evaluation of that employee's performance. This provision shall not apply during the first six (6) months of employment in the department.

#### **Section 9.5**

When an employee is promoted from one class to another, he/she shall be paid at the rate shown in Step A for the position to which he/she is promoted, and shall become eligible for advancement to Step B with the full payroll period that includes the employee's date of promotion with service as indicated above. Should an employee's current annual base rate be greater than Step A of the new salary range, the employee shall advance to the next step of the salary range that would provide an increase in base salary.

#### **Section 9.6**

All paychecks shall be computed as of the Thursday they are scheduled to be paid, even if they are in fact dated or paid on a different date.

#### **Section 9.7**

Field Training Officers. For each shift or portion thereof that a member performs the duties of a Field Training Officer, he/she shall receive one and one half hours (1.5) at his/her regular rate of pay (in addition to his/her regular pay).

#### **Section 9.8**

Effective April 6, 2021, there shall be an additional step added to the salary steps of each classification covered by the collective bargaining agreement.

Said step, in each classification, shall be 5% greater than the existing top step of each classification. Effective April 6, 2021, each officer in each classification who already has twenty or more years of credited service under the provisions of the Pension Plan shall be placed on the new, additional step and shall retain the salary of that step until separation from employment.

Additionally, any police officer in any classification who reaches twenty (20) years of credited service after April 6, 2021 shall be placed on the new additional step on the date the officer reaches twenty (20) years of credited service under the provisions of the Pension Plan.

Eligibility for placement on the new additional step shall sunset effective June 30, 2024. Therefore, any officer who does not reach twenty (20) years of service on or before June 30, 2024, shall not be placed on the new additional step under the terms of this Agreement.

Officers who are eligible for placement on the new additional step shall retain placement on said step and at the rate of pay associated with that step until they separate from service with the Town even if that separation from employment occurs subsequent to June 30, 2024.

The other provisions for percentage wage increases in this agreement shall also apply to the additional step.

For purposes of retirement calculations pursuant to the provisions of the Pension Plan, it is expressly agreed that any officer placed on said new additional step pursuant to the terms of this extension agreement must remain employed as a police officer at least one full year after placement on said additional step in order to utilize the wages received from said step placement in any calculation of his/her retirement benefits, except for the calculation of sick leave in retirement benefits stated in Article 6, Section 6.7.

## **ARTICLE X - Hours of Work**

### **Section 10.1**

- (a) It is the declared policy and intent of the Town that the regular work week shall consist of forty (40) hours worked in eight-hour (8-hour) periods on five (5) consecutive days between 12:01 a.m. Sunday and midnight of the following Saturday. Effective November 26, 2006, non-supervisory Officers assigned to the Patrol Division will work a 5/2-4/2 schedule.
- (b) Strict application of this policy shall be observed except where shift changeovers create a practical need for such exception, or where temporary, abnormal conditions require such an exception for the public safety. In the latter case, any departure from the declared policy shall be made only with approval of the Town Manager and in no case of longer than seven (7) consecutive days without approval of the Union.
- (c) Employees participating in training (In-Service, Specialized Schools, etc), trainers and trainees, will work a 40-hour schedule that week and it is considered outside of the 5/2-4/2 and will not receive any type of compensatory time off. Officers may take an alternate day off within the pay period.

### **Section 10.2**

Within any regular work week as described above, the normal schedule for each employee shall provide for not less than two periods of not less than twenty-three (23) consecutive hours when the employee is not scheduled for any duty. Such periods are hereinafter referred to as "days off".

### **Section 10.3**

Work schedule shall be determined by the Chief, and shall be posted at least five (5) days in advance of the beginning of each work week.

#### **Section 10.4**

The Town shall have the right to require personnel to work overtime subject to the provisions of Article XI, Section 11.3. Overtime work shall be offered first to employees who have indicated their willingness to accept such work on a list to be posted weekly in the workroom. Otherwise, overtime shall be assigned among regular and probationary employees as equally as possible, and in all overtime assignments, temporary and non-classified employees shall not be used unless regular or probationary employees are not available. School traffic duty shall be an exception to this provision, however. School traffic duty shall be assigned in reverse order of seniority (junior man first). Employees shall, however, retain the right to volunteer for school traffic duty.

#### **Section 10.5**

Employees may request an exchange of shifts for a particular month between employees, provided such request is presented on or before the thirteenth (13th) day of the preceding month, and provided the Chief or his/her representative shall not be required to grant such request.

#### **Section 10.6**

- (a) Each member shall be granted leave with pay for any day or days on which he/she is able to secure another employee with the approval of a Shift Commander to work in his/her place provided:
1. Such substitutions do not impose any additional cost to the Town. Substitution is within classification only.
  2. The Shift Commander is notified in writing, on an appropriate form, not less than one day prior to its becoming effective.
  3. Neither the Department nor the Town is held responsible for enforcing any agreements made between the employees.
  4. No employee shall be granted more than five days of leave in any calendar month under this provision.
  5. No swap shall be denied unless just cause is provided.
- (b) An example of a swap is as follows: On Monday, Officer A would work his/her assigned shift (days) and Officer B's shift (evenings) hence Officer B would be off. On Tuesday, Officer A would be off and Officer B would work Officer A's day shift and his/her scheduled evening shift.

#### **Section 10.7**

No change in work scheduling which violates the language of this Article may be implemented during the term of this agreement without the prior written consent of the Union. However, if such change is agreed to and is implemented, the parties will jointly revise the language of this Article to accommodate the new scheduling procedures.

### **Section 10.8**

- (a) The Chief shall retain the right to assign officers to duties exempt from Patrol Division requirements (e.g., shift rotation) including, but not limited to Community Relations, Training, Traffic, Court Officer, cycles, beats, and Canine duty. There shall be a limit of twelve (12) officers subject to such assignment by the Chief for unlimited periods. Such assignments shall be designated as "unlimited".
- (b) The duration of assignment for officers, in excess of twelve (12), who may be assigned to duties exempt from Patrol Division requirements shall comply with Article XVII, Section 17.12 (a)(b)(c)(d) or shall be limited to two years plus a one-year extension at the Chief's discretion (i.e. absolute limit of three (3) years.) Such assignments shall be designated as "limited".
- (c) Upon completion of any limited assignment, officers shall return to Patrol Division requirements for a minimum of one year before being eligible for another limited assignment.
- (d) The Union shall retain the right to negotiate mandatory subjects of bargaining regarding hours, wages, and working conditions of all officers assigned to duties exempt from Patrol Division requirements, subject to the limitations of this section, past practices in effect on January 1, 2018, and other relevant section of this collective bargaining agreement.

### **Section 10.9**

- (a) There are three (3) established work shifts, A-squad, B-squad, and C-squad within the Patrol Division. The work schedule for Patrol Officers, Sergeants, and Lieutenants assigned to the Patrol Division shall be determined by seniority bid. Seniority shall be defined by Article XIII, Section 13.1(a) of the collective bargaining agreement.
- (b) Probationary employees shall be excluded from the shift bid process. The Chief of Police, or his/her designee, shall have the right to assign probationary employees to any shift at his/her discretion. Upon completion of his/her probationary period, the officer shall be eligible to participate in the next shift bidding process.
- (c) Shift assignment for officers and supervisors of the Patrol Division shall be determined by a bidding process. The bidding process shall be conducted every six (6) months. During the bidding process, patrol officers/supervisors shall submit a properly executed bid on the prescribed form for two (2) consecutive, three (3) month bid periods. Each officer or supervisor shall bid their first and second choice of shift for each of the two (2) bid periods.
- (d) The bid period cycle shall begin on the first day of December, March, June and September.
- (e) A bid list shall be posted six (6) weeks prior to the effective date of the bid period; October 20th for the bid period commencing December 1st and April 20th for the bid period commencing June 1.
- (f) The bids shall be posted for two (2) weeks.

- (g) At the conclusion of the two week posting process, the Chief or his/her designee shall place any officer who has not submitted a proper bid request within the designated time into an available squad assignment
- (h) The completed schedule will be posted by the Chief's Office twenty (20) days prior to the beginning of the bid period.
- (i) Changes in the bid system will be made during a bid period cycle effective the first of the month. Changes would occur when:
  - 1. A vacancy occurs on a shift which is anticipated to last at least one month or longer; or
  - 2. An officer returns to duty in the patrol division from an assignment not in the bid process or otherwise returns to duty (i.e. injury leave).
- (j) No officer/supervisor shall be forced to work more than two (2) consecutive, three-month bid periods on C-squad. An officer may work a maximum of twenty-four (24) months on A-squad, twenty-four (24) months on B-squad, or twenty-four (24) months on C-squad before coming off for one (1), full three (3) month bid period assignment on another shift. Temporary assignments, such as training or squad swaps, shall not be credited as time spent on another shift.

The Bid Shift Limits established in paragraph above shall reset to zero (0) effective (date of signing).

- (k) Officers/Supervisors of the Patrol Division or Detectives shall be permitted to informally "swap" shifts within the appropriate rank only if such swap is for a period of less than one month in duration. Officers/Supervisors or Detectives interested in a swap shall pursue permission of such short term swap through their Lieutenants and then submit the request to the Assistant Chief of Police's office for approval. Lieutenants interested in a short term swap shall seek permission from the Patrol Captain and then submit the request to the Assistant Chief of Police for approval. Officers/Supervisors of the Patrol Division seeking a swap for a period of one month or greater must formally request their desire to swap in writing to the Assistant Chief of Patrol no later than the 13th of the month before the swap would take effect. Swaps will then be offered based on seniority and approved by the Assistant Chief of Police.
- (l) The Chief of Police has the right to deny a bid request for a specific shift for Bona fide departmental need, to include documented deficiencies.



## ARTICLE XI - Overtime

### Section 11.1

The assignments, listed below, shall be compensated at one and one-half (1-1/2) the employee's regular hourly rate for actual time on duty, subject to the designated minimums.

#### Overtime Assignment

#### Minimum Pay

Public or private school social or athletic event	Six (6) hours at time and one-half
Call-back from off-duty status for morning or afternoon school traffic duty	Two (2) hours at straight time

#### Overtime Assignment

#### Minimum Pay

Call-back from off-duty status for noon school traffic duty	Three (3) hours at straight time
Call-back from off-duty status for other than school traffic duty	Four (4) hours at time & one-half

### Section 11.2

- (a) An employee who is required to remain on duty after the completion of one (1) or more of his or her five (5) assigned tours in any week, as described in Article X, to the extent that his or her service on such extended tours exceeds a total of forty (40) hours in such week shall be paid at the rate of one and one-half (1-1/2) times his or her regular hourly rate for each hour or portion thereof in excess of forty (40) hours. Assignments listed in Section 11.1 and private duty assignments shall not be considered as extended service for purposes of this Section, but all other assignments on a scheduled day off shall be considered extended service. Assignment to morning school traffic duty after working the midnight shift or the writing of reports immediately upon completion of a regular tour shall be considered as extended service, however.
- (b) The hours of work shall include any hours in a pay status. Overtime will be at a rate of one and one half times his/her regular rate of pay unless otherwise stipulated above. Any hours in excess of an eight (8) hour tour of duty will be compensated at one and one half times his/her regular rate.

### Section 11.3

- (a) An employee who is assigned to work a private job for a firm or individual for a regular eight-hour (8-hour) day or any portion thereof shall be paid for a full eight (8) hours at one and one-half (1-1/2) times his/her regular hourly rate of pay, except that such employee shall be paid for four hours at one and one-half times the employees regular hourly rate for a non-construction, private job which is scheduled for and actually consists of four hours or less. If

an employee is required to work longer than a regular eight-hour day, he shall be paid for any additional hour or portion thereof at two (2) times his/her regular hourly rate of pay. For the purposes of this section, an employee's regular hourly rate of pay shall not exceed the rate of a senior uniformed patrol officer, except in the case of a supervisor assigned to work in a supervisory capacity.

- (b) If a private duty employer fails to notify headquarters of the cancellation of the private job at least one hour prior to the starting time of the job, the employee shall be paid for four hours at one and one-half times the employees regular hourly rate of pay, except that if the cancellation occurs after the scheduled starting time of the job, the employee shall be paid in accordance with paragraph (a) above.

#### **Section 11.4**

Any member placed in an on-call status over a weekend or any portion thereof shall receive six (6) hours pay at his regular rate for acting in a stand-by capacity. If actually summoned to duty, the time spent on duty shall be paid in addition to the six (6) hours stand-by pay.

#### **Section 11.5**

Distribution of overtime will be in accordance with mutually agreed procedures. Nothing herein shall be construed to prevent the Town from changing current overtime practices to conform to applicable portions of the Fair Labor Standards Act, if and when the same become effective, provided that no change which would violate the specific provisions of this contract may be implemented without the prior written agreement of the Union.

#### **Section 11.6**

During the weeks a patrol officer is scheduled to work only thirty-two (32) hours by application of the 5/2-4/2 schedule, the thirty-two hours shall constitute the normal work week. Should such officer be in a pay status in excess of the thirty-two hours or any tour of duty in excess of eight hours, such hours shall be paid at one and one-half times the hourly rate. Other provisions of this Article above shall still apply.

### **ARTICLE XII - Court Appearances**

#### **Section 12.1**

- (a) If an officer must attend any administrative or judicial proceeding in his capacity as a police officer while he is off duty, he/she shall receive his regular hourly rate of pay plus two (2) hours' additional pay. However, if an officer must attend such a proceeding during any period which is not contiguous to his/her regularly scheduled shift, the computation in the preceding sentence shall be subject to a minimum of six (6) hours pay at the officer's regular hourly rate. If an officer is scheduled to work "B" squad and has to go to court anytime during that same

day, it is considered to be contiguous to the work day and the officer will be paid for the time spent in court plus two (2) hours' additional pay.

- (b) Section 12.1(a) above shall not apply to Officers involved in proceedings against the Town (for example, grievance hearings, lawsuits).
- (c) Officers involved in their own Workers' Compensation hearing shall be entitled to statutorily required compensation.

### **ARTICLE XIII - Seniority**

#### **Section 13.1**

- (a) For purposes of this Article, seniority shall mean length of continuous employment in classification, except as noted below. In case of equal length of service in classification or in the department, seniority shall be determined by final rank in the promotional exam or entrance exam respectively.
- (b) The probationary period for all original appointments to the bargaining unit after January 1, 2000 shall be for eighteen (18) months. All other provisions of the Town Personnel Rules concerning probationary employees shall apply.

#### **Section 13.2**

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

#### **Section 13.3**

If an employee resigns voluntarily or is discharged for just cause, or takes a leave of absence without pay for the purpose of working at another occupation outside of Police work, he or she shall lose all seniority.

This provision shall not preclude an employee from accepting a leave of absence without loss of seniority or rank for a period not to exceed six months, if offered by the Town for the purpose of employment in another department of the Town. During such leave, the employee shall not be eligible for promotion or promotional examinations for positions within the bargaining unit. If the position vacated by an employee on such leave is filled on other than a temporary basis, it shall be filled from the promotional list in effect on the date the leave began. The top three applicants on such list shall be determined as of the date the position is filled, or the date the list expires, whichever is sooner.

#### **Section 13.4**

- (a) Where a staff reduction is necessary within a particular rank of classification, the officer with the least seniority in that classification shall be the first laid off. Such officer may, in lieu of layoff, exercise his or her seniority in the next lower rank or classification that he or she held.

The officer who displaces into the next lower classification shall become the senior person within that new rank or classification. The same procedure shall be followed through each rank and classification until the rank of police officer is reached. Therein, the first person laid off shall be the individual with the least department-wide seniority.

- (b) In the event layoffs become necessary among employees in the Department who are not Police Officers (i.e., Animal Control Officer, and Assistant Animal Control Officer), layoffs shall proceed by inverse seniority within the affected classification.
- (c) Employees laid off from a particular classification shall have rights of recall within that classification by seniority for two (2) years following layoff (three (3) years for those with more than two (2) years' seniority on the date of layoff), provided they report to work within two (2) weeks after due notice is given to an employee's last known address and provided such employee makes known his or her desire to return to work within one (1) week of notification.
- (d) An employee who exercises his or her right to displace shall be returned to the position he or she vacated should an opening occur therein at any time in the future, so long as he or she remains continuously employed in the Department.

#### **ARTICLE XIV - Uniform & Equipment Allowance**

##### **Section 14.1**

The Town shall retain and furnish employees with uniforms, firearms, holsters, handcuffs and handcuff cases, and equipment as defined in Section 14.2, which shall be returned to the Town if the employee leaves the Town service for any reason.

##### **Section 14.2**

- (a) The Town will replace all items of uniform, except shoes and socks as found necessary upon inspection. Such inspection shall be made at least once quarterly, but employees at any time may call to the attention of their supervisors the needs for any such replacement. If the Town is unable to furnish such replacement within ten (10) days after the need has been determined, the employee shall be authorized to obtain such replacement by means of a purchase order to be issued by the Town. Replacement as found necessary on inspection shall include all items of uniform and equipment customarily furnished in the past except that replacement of shirts shall be drip-dry permanent press (summer and winter), and replacement pants shall be permanent press if and when the supplier indicates to the Town that the wear factor of such pants is substantially equivalent to that of the pants presently provided. "Equipment" shall mean: helmet and face shield, oleoresin capicum (O.C.), gun and ammunition, night stick, flashlight with batteries and bulbs, Taser and cages in cruisers, or any equipment required by a PRD.
- (b) The Town shall provide, at no cost to officers, NIJ approved bulletproof vests to all officers of the appropriate type and quality, rated level IIIA or higher. Used vests that are returned to the Police Department when an officer leaves the department will not be reissued as a new vest.

- (c) Funds already in the current vest fund will be returned to the town. The Town agrees to take back the program and purchase a minimum grade level IIIA- or higher at employee's option from a NIJ approved ballistic vest manufacturer. The town agrees to replace the vests according to the respective manufacturer's required replacement schedule. Each new bargaining unit employee required to carry a gun in the course of his or her normal duties will be issued a ballistic vest and two carriers. Officers that are assigned to perform Field Activities\* are required to wear body armor as specified in department policy.

\*Field Activities: Duty assignments and/or tasks that place or could reasonably be expected to place officers in situations where they would be required to act in enforcement rather than administrative or support capacities. Additionally, any officer performing high risk activities such as search and arrest warrant service, stakeouts, surveillance or patrol.

- (d) If the NIJ vest rating system changes, the minimum grade level vest purchase will be adjusted accordingly with the manufacturer's recommended replacement cycle for the current vest that has been issued.

### **Section 14.3**

A clothing allowance of \$1,050 shall be paid to employees in the position of Detective effective July 1, 2018. Such allowance shall be increased by \$20 per fiscal year starting on July 1, 2019. Personnel promoted to such positions during the fiscal year shall receive a prorated clothing allowance for the balance of that fiscal year. Payment shall be made on or before July 15 or on or before the fifteenth (15th) day after permanent assignment, whichever is applicable. A seventy-five percent (75%) prorated annual clothing allowance shall be paid to employees in the position of Community Relations Officer if they work primarily in plain clothes.

## **ARTICLE XV - Union Business**

### **Section 15.1**

Not more than four (4) officers or members of the Union shall be granted leave from duty with pay for any meeting between the Town and the Union for the purpose of negotiating the terms of the contract, when such meeting takes place at any time during which such members are scheduled to be on duty. The Police Chief's approval is not required. Members are allowed to switch shifts on the same day to attend negotiations.

### **Section 15.2**

The Union may designate not more than three (3) representatives and their alternates, a representative and his alternate for each shift, to process employee grievances with the immediate supervisor during scheduled working hours. Such designated representatives or their alternates shall not leave their regular duty station for such business without specific permission from their supervisor and notification to the superior of the aggrieved employee whom the representative or his alternate intends to visit, and in no case shall regular duty time be used for collection of dues, recruitment of members or matters relating to the internal affairs of the Union. Not more than one (1) such Union representative shall be released at any one time to process any such grievance. For

the purposes of this Section, the total time for the representative or his alternate to process the grievance(s) with the aggrieved employee(s) and/or immediate supervisor(s) shall not exceed two (2) hours per week for each representative including this alternate without loss of pay unless additional time as appears reasonable under particular circumstances is granted by the Chief. The Union shall furnish the Town with the names of all Union officers, committee members and representatives and their alternates as necessary.

### **Section 15.3**

- (a) Three (3) elected officers of the Union may be excused from duty for up to two and one-half (2-1/2) hours without loss of pay to attend one (1) local Union business meeting per month.
- (b) Up to seven (7) members of the Executive Board of the Union shall be granted time off with pay to conduct Union Business not covered by Section 15.1 and 15.2, not to exceed three hundred fifty (350) hours per fiscal year.

## **ARTICLE XVI - Education Incentives**

### **Section 16.1**

After four and one-half (4 ½) years of service, employees in the classifications included in the bargaining unit shall receive additional compensation for educational attainments in accordance with the following schedule:

- (a) (For satisfactory completion at a grade of C- or better of sixty (60) semester hours at an accredited college or university in the subjects set forth in (d) or an Associates Degree in one of the subjects listed in (e), an additional one thousand dollars (\$1,000).
- (b) For satisfactory completion at a grade of C- or better of ninety (90) semester hours at an accredited college or university in the subjects set forth in (d), an additional one thousand-five hundred dollars (\$1,500).
- (c) For satisfactory completion at a grade of C- or better of one hundred twenty (120) semester hours at an accredited college or university in the subjects set forth in 16.1(d), or a Bachelor's Degree in one of the subjects listed in 16.1(e), an additional two thousand dollars (\$2,000).
- (d) Below is a list of subjects which can be taken for the above:
  - 1. Business Administration
  - 2. Computer Science
  - 3. Economics
  - 4. Education
  - 5. English Composition
  - 6. Foreign Language
  - 7. Government
  - 8. History

9. Law
  10. Mathematics/Statistics
  11. Police Administration
  12. Police Science
  13. Political Science
  14. Psychology
  15. Public Administration
  16. Public Speaking
  17. Sociology
  18. Any other course that, in the sole discretion of the Town, is determined to be a benefit to the Town Police service.
- (e) Below is a list of recognized Associate's and Bachelor's Degrees for Section 1 (a) and (c) above:
1. Criminal Justice
  2. Forensic Science
  3. Law Enforcement
  4. Police Administration
  5. Police Science
  6. Public Administration
- (f) If an employee is subsequently promoted, he or she shall continue to receive the additional amount of pay as specified for the semester hours satisfactorily completed at a grade of C- or better at an accredited college or university.

### **Section 16.2**

The Town will continue the present practice of a tuition refund program except that the Town's percentage of participation shall be increased to seventy-five percent (75%). The educational incentive compensation will be made by monthly payments each of which shall be due and payable with the first paycheck of each month.

- (a) Application for additional compensation for educational attainments under this Section shall be made on a form provided by the Town upon request. Once application is made, the compensation shall continue without additional forms being submitted until the employee applies for increased compensation.
- (b) Applications for exceptions to this Section shall be made on a form provided by the Town upon request.
- (c) Approvals or disapprovals shall be granted by the Chief of Police for all applications under this Section.

- (d) The Town shall provide funding for the application of the tuition refund program in the Police Department at the rate of twenty thousand dollars (\$20,000 - beginning July 1, 2007) per fiscal year and allow for any required course in a degree program that is listed in Article XVI, Section 16.1(e) (as amended), except electives that are not related and are not listed under Article XVI, Section 16.1(d) (as amended). Claims shall be honored on a first come, first served basis, but no employee shall receive more than ten percent (10%) of the total amount available in any fiscal year until after all other employees have had an opportunity to present their claim. Thereafter, any remaining funds will be applied to any claims that exceed such ten- percent (10%), on a prorated basis.

## **ARTICLE XVII - General Provisions**

### **Section 17.1**

During the term of this agreement the Police Department will furnish the Union with an up-to-date department seniority list for the bargaining unit, together with the classification and rates of pay of each employee on such list.

### **Section 17.2**

Clothing, watches, and eyeglasses damaged or destroyed in the line of duty shall be replaced by the department. The department shall also replace any jewelry worn by the employee or any personal items used by the employee in the performance of his duty, if they are lost, stolen, damaged, or destroyed in the line of duty through no fault of the employee, and subject to a limitation of one hundred dollars (\$100) per item.

### **Section 17.3**

Employees shall be granted leave with pay for jury duty except that their salary shall be reduced by any compensation received for jury duty.

### **Section 17.4**

All members of the Police Department shall be furnished a copy of all department rules (either print or electronic copy) and regulations which are the property of the Town.

### **Section 17.5**

All members of the Police Department shall be furnished with an I.D. Card which is the property of the Town. Such card shall be replaced when it becomes destroyed or mutilated or when major changes in facial appearance occur.

### **Section 17.6**

No job benefits or work practices set forth in any written rules, regulations, memoranda, or directives issued by the Chief or the Town Administration shall be changed without prior consultation with the Union.



**Section 17.7**

No employee shall be required to perform any duty involving the maintenance or repair of the department's motor vehicles, except that each officer is responsible to keep cruisers gassed.

**Section 17.8**

If any Article or Section of this contract is declared invalid for any reason, such declaration of invalidity shall not affect the other articles or sections or portions thereof which shall be valid.

**Section 17.9**

The Town shall contribute fifteen hundred dollars (\$1,500) towards the support of the West Hartford Police Revolver Club annually.

**Section 17.10**

Each employee shall be provided a wall locker.

**Section 17.11**

The Town shall provide sufficient portable radios so that each employee on duty shall be equipped with such radio.

**Section 17.12**

- (a) When a higher-level position becomes vacant or additional higher-level positions are created, any permanent appointment to such position shall be made first from the existing eligibility list, if any, then from a new eligibility list established by the Town, as provided in the Personnel Rules and Section 17.19 of this Article.
- (b) Temporary appointments to such higher position may be made only during completion of the procedure provided in the Personnel Rules and Section 17.19 of this Article for making permanent appointments. Such promotional procedures shall be completed as soon as possible.
- (c) Temporary appointments to higher positions may also be made in order to fill a temporary need for work in such higher classifications (such as a need for additional detectives on a specific case).
- (d) No temporary appointment may exceed sixty- (60) days except with the written approval of the Union. In any case where a temporary appointment to a higher position is made for longer than sixty (60) days, the employee shall receive thereafter all normal compensation and allowances paid that position.

### **Section 17.13**

- (a) The Town shall provide adequate Workers' Compensation Insurance and shall supplement the weekly Workers' Compensation payments of the insurance company so that the employee will receive full pay during this absence, provided that the Town may require a certificate of continued disability from a mutually agreed upon, independent physician familiar with the type of disability in question as a condition of receiving continued supplementary payments after one (1) year from the date on which the compensable injury or injuries were sustained. If the physician determines that the injury is still compensable, the Town shall continue the supplementary payments.

Effective January 1, 2000, the Town may, in calculating the supplement due under this subsection, adjust for the legal status of Workers' Compensation payments as non-taxable income under state or federal law. The Town may reduce the contractual supplement to eliminate situations where members receiving "temporary total" benefits under the Workers' Compensation Act have received more "take home" pay than they would otherwise receive if on full active duty.

In cases where an employee is eligible to receive statutory Workers' Compensation indemnity benefits and supplemental wage payments under this section, any payroll deductions an employee may have previously authorized for deferred compensation shall be suspended until the employee no longer receives Workers' Compensation indemnity benefits. Additionally, any employee who is receiving Workers' Compensation indemnity benefits may authorize the town, in writing, to take pension and health care contributions, union dues, court-ordered wage garnishments and any other deductions from the Workers' Compensation indemnity benefits should such deductions exceed the taxable earnings balance provided by the supplemental wage payments. If the employee deductions are not authorized from Workers' Compensation indemnity benefits, the employee shall be responsible to make payments to the town on a monthly basis for the above listed contributions and deductions.

- (b) The Memorandum of Understanding between the parties, dated March 21, 1979, concerning amendments to the Personnel Rules regarding heart and hypertension payments, shall be incorporated by reference herein.
- (c) Should an employee recover from a third party damages 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 or on their behalf, up to the limit of such recovery, in the same manner that worker's compensation payments are reimbursed under applicable law (C.G.S. 31-293).

### **Section 17.14**

Any employee who must use his or her own car to attend schools, seminars or other functions which are job related, and which he or she is requested by the Town to attend, will receive reimbursement for mileage at the rate established by the Town for reimbursement of other employees required to use their own cars. Approval for such reimbursement must be obtained from the Chief prior to the function. Reimbursement is limited to necessary mileage.

### **Section 17.15**

There shall be at least one (1) member of the bargaining unit, selected by the Union who shall be a full member of the Firearms Review Board, or any subsequently constituted body with the same responsibilities.

### **Section 17.16**

Any side agreements are not binding unless they are in writing and signed by authorized representatives of the Town and Union. However, this prohibition does not apply to any clarification or interpretation made by the negotiators for both parties at the bargaining table.

### **Section 17.17**

The parties acknowledge and agree that the following written memoranda of understanding remain in full force and effect:

- (a) Non-smoking requirement for new employees, dated December 14, 1988.
- (b) Pension Cost-of-Living Benefits for Tier II Officers, dated September 8, 2006.
- (c) Temporary Light Duty Policy, dated July 10, 2018.
- (d) Police Captain eligibility for “will work overtime”, dated May 15, 2018.
- (e) Family and Medical Leave Act policy, as amended, Attachment F.
- (f) Workers Compensation Pay Calculation, dated October 2, 2000, Attachment G.
- (g) Overtime distribution rules, dated June 25, 1991, as amended, by reference.

All other MOU’s and side agreements are subject to the provisions of Section 17.16 above.

### **Section 17.18**

All regular employees shall be required to have their payroll checks deposited directly into a financial institution of their choosing. It shall be a condition of employment to maintain direct deposit.

### **Section 17.19**

#### **(a) Police Detective**

1. Promotional process shall be started within ninety (90) days from the date the Police Detective Eligible List expires.

2. Eligibility for promotional process shall be three (3) years of experience as a member of the West Hartford Police Department the day after the Police Detective List expires.
3. Certification of Police Detective Eligible List shall be for a duration of two (2) years from the day after the previous Police Detective Eligible List expired.
4. Should the list fall below three (3) candidates, the Town reserves the right to supplement such list as provided by the Town of West Hartford Personnel Rules (December, 2000 revision). However, the duration of the original list shall apply, except in situations in which the list is exhausted.
5. The testing values are:
  - Written 60% (Passing Score of 70%)
  - Oral Board 40% (Passing Score of 70%)
  - Time in Service up to additional 6 points
  - Time in service calculation:

Each employee passing the written and oral board portion of the testing process will receive a prorated number of points as follows.

The most senior (number of days between date of hire and the day after the expiration of the previous eligibility list) will receive 6 points. All other employees will receive a prorated number of points based on his/her number of days compared to the most senior employee passing the written and oral board portion of the process. (Number of days calculated using excel spreadsheet calculation function or reasonable equivalent.)

Example:

Employee A (the most senior employee passing both written and oral examination) was hired September 12, 1999. The day after expiration of the eligibility list is December 1, 2015. There were 5,839 days between the two dates. Employee B was hired June 15, 2008. There were 2,686 days between his/her hire and December 1, 2015.

Employee A receives  $5,839/5,839 \times 6$  points or 6 points.

Employee B receives  $2,686/5,839 \times 6$  points or 2.76 points.

(b) Police Sergeant

1. Promotional process shall be started within ninety (90) days from the date the Police Sergeant Eligible List expires.
2. Eligibility for promotional process shall be four (4) years of experience as a member of the West Hartford Police Department (either uniformed or investigatory) the day after the Police Sergeant List expires.

3. Certification of Police Sergeant Eligible List shall be for a duration of two (2) years from the day after the previous Police Sergeant Eligible List expired.
4. Should the list fall below three (3) candidates, the Town reserves the right to supplement such list as provided by the Town of West Hartford Personnel Rules (December, 2000 revision). However, the duration of the original list shall still apply, except in situations in which the list is exhausted.
5. The testing values are:
  - Written 60% (Passing Score 70%)
  - Oral Board 40% (Passing Score 70%)
  - Time in Service up to additional 6 points
  - Time in service calculation:

Each employee passing the written and oral board portion of the testing process will receive a prorated number of points as follows.

The most senior (number of days between date of hire and the day after the expiration of the previous eligibility list) will receive 6 points. All other employees will receive a prorated number of points based on his/her number of days compared to the most senior employee passing the written and oral board portion of the process. (Number of days calculated using excel spreadsheet calculation function or reasonable equivalent.)

Example:

Employee A (the most senior employee passing both written and oral examination) was hired September 12, 1999. The day after expiration of the eligibility list is December 1, 2015. There were 5,839 days between the two dates. Employee B was hired June 15, 2008. There were 2,686 days between his/her hire and December 1, 2015.

Employee A receives  $5,839/5,839 \times 6$  points or 6 points.

Employee B receives  $2,686/5,839 \times 6$  points or 2.76 points.

(c) Police Lieutenant

1. Promotional process shall be on an as needed basis.
2. Eligibility for promotional process shall be at least two (2) years of experience as a Police Sergeant the day of the vacancy.
3. Certification of Police Lieutenant Eligible List shall be for a duration of two (2) years from the date the vacancy occurs.
4. Should the list fall below three (3) candidates, the Town reserves the right to supplement such list as provided by the Town of West Hartford Personnel Rules (December, 2000 revision).

5. The testing values are:

- Oral Board 100% (Passing Score 70%)
- Time in Service up to additional 6 points
- Time in service calculation:

Each employee passing the oral board portion of the testing process will receive a prorated number of points as follows.

The most senior (number of days between date of promotion to Sergeant and the day after the expiration of the previous eligibility list) will receive 6 points. All other employees will receive a prorated number of points based on his/her number of days compared to the most senior employee passing the oral board portion of the process. (Number of days calculated using excel spreadsheet calculation function or reasonable equivalent.)

Example: Employee A (the most senior employee passing the oral examination) was promoted to Sergeant September 12, 1999. The day after expiration of the eligibility list is December 1, 2015. There were 5,839 days between the two dates. Employee B was promoted to Sergeant on June 15, 2008. There were 2,686 days between his/her promotion and December 1, 2015.

Employee A receives  $5,839/5,839 \times 6$  points or 6 points.

Employee B receives  $2,686/5,839 \times 6$  points or 2.76 points.

(d) Police Captain

1. Promotional Process shall be on an as needed basis.
2. Eligibility for promotional process shall be at least six (6) years as a member of the West Hartford Police Department of which at least one (1) year as a Police Lieutenant on the date of the vacancy.
3. Certification of Police Captain Eligible List shall be for a duration of one (1) year from the date the vacancy occurs.
4. Should the list fall below three (3) candidates, the Town reserves the right to supplement such list as provided by the Town of West Hartford Personnel Rules (December, 2000 revision).
5. The testing values are:
  - Oral Board 100% (Passing Score 70%)
  - Time in Service up to additional 6 points
  - Time in service calculation:

Each employee passing the oral board portion of the testing process will receive a prorated number of points as follows.

The most senior (number of days between date of promotion to Lieutenant and the day after the expiration of the previous eligibility list) will receive 6 points. All other employees will receive a prorated number of points based on his/her number of days compared to the most senior employee passing the oral board portion of the process. (Number of days calculated using excel spreadsheet calculation function or reasonable equivalent.)

Example:

Employee A (the most senior employee passing the oral examination) was promoted to Lieutenant September 12, 1999. The day after expiration of the eligibility list is December 1, 2015. There were 5,839 days between the two dates. Employee B was promoted to Lieutenant June 15, 2008. There were 2,686 days between his/her promotion and December 1, 2015.

Employee A receives  $5,839/5,839 \times 6$  points or 6 points.

Employee B receives  $2,686/5,839 \times 6$  points or 2.76 points.

- (e) Whenever a vacancy occurs resulting in a promotional opportunity, the Police Chief shall interview the top three candidates on the eligible list. (If there are less than three candidates, it is the sole discretion of the Police Chief to supplement the list or interview the remaining candidates.)

**ARTICLE XVIII - Duration**

**Section 18.1**

This contract shall be in full force and effect from July 1, 2013 until June 30, 2024 with the sole exception of the provisions in Article VII, Insurance Program, 7.1A.f. which extends the SPP until June 30, 2027, and shall continue in effect thereafter unless amended or modified in the manner described below, or terminated in accordance with law.

**Section 18.2**

This contract contains the full and complete agreements on all negotiable issues whether covered or not covered in this Contract, and except as specifically provided herein, neither party shall be obligated to negotiate on any issue during the term of this Contract.

**Section 18.3**

Between December 1, 2023 and January 1, 2024, either party may notify the other that it wishes to amend or modify the Contract as of the next succeeding first day of July. Such notification shall be in writing. Within thirty days (30) days of such notification, the party receiving the notification shall request and arrange for a meeting with the other party to discuss the proposed amendments or modifications.

IN WITNESS WHEREOF the parties hereto have set their hands on this 30<sup>th</sup> day of June, 2021.

TOWN OF WEST HARTFORD

WEST HARTFORD POLICE OFFICERS  
ASSOCIATION

By [Signature]  
Town Manager

By [Signature]  
President

[Signature]  
Witness

[Signature]  
Witness

[Signature]  
Witness

\_\_\_\_\_  
Witness



## NON-SMOKING AGREEMENT

In conjunction with the negotiations leading to the 1988-1991 collective bargaining agreement between the Town of West Hartford and AFSCME Local 1283, the following understanding has been reached:

The parties recognize that smoking policies applicable to bargaining unit employees are a mandatory subject of bargaining. However, the Union will raise no object if the Town establishes a requirement that new employees hired on or after January 1, 1989 shall refrain from smoking at any time as a condition of employment, provided that contractual requirement of just cause for discipline is applicable to cases of smoking, including:

- (a) corrective measures (such as smoking cessation programs) shall, when deemed necessary, be offered prior to taking disciplinary action;
- (b) any discipline shall be consistently applied and corrective in nature; and
- (c) any disciplinary decision shall take into account factors such as the nature of the offense, the record of the employee, etc.
- (d) any discipline policy to be implemented regarding smoking shall first be discussed with the Union and negotiated when appropriate.

The Town retains its contractual rights with respect to probationary employees.

Agreement with this summary of our understanding as indicated by our respective signatures.

/s/ Kenneth M. Miller  
President  
Police Local 1283

/s/ James Francis  
James W. Francis  
Executive Director of Human Resources

December 14, 1988

December 14, 1988

**Memorandum of Understanding  
Between  
The Town of West Hartford  
And  
West Hartford Police Officers' Association**

The Town of West Hartford and the West Hartford Police Officers' Association have met to discuss changes in the Pension Plan for employees hired on or after August 1, 2006 that provide an annual two percent (2%) cost of living increase beginning the July 1<sup>st</sup> after the employee has been retired for two years. This provision is reflected in Article VIII, Section 8 of the Agreement. To further the understanding of how this provision shall be applied, the following examples are provided:

- If an employee retires on March 30, 2031, the employee shall be eligible for the first annual 2% pension COLA adjustment as of July 1, 2033.
- If an employee retires on June 30, 2031, the employee shall be eligible for the first annual 2% pension COLA adjustment as of July 1, 2033.
- If an employee retires on December 31, 2035, the employee shall be eligible for the first annual 2% pension COLA adjustment as of July 1, 2038.
- If an employee retires August 1, 2035, the employee shall be eligible for the first annual 2% pension COLA adjustment as of July 1, 2038.
- If a retiree eligible for the pension COLA dies on December 31, 2040, the spouse shall be eligible for the first annual 2% pension COLA adjustment as of July 1, 2041.
- If a retiree eligible for the pension COLA dies on June 30, 2040, the spouse shall be eligible for the first annual 2% pension COLA as of July 1, 2040.

In witness whereof, the parties have caused their duly authorized representatives to affix their signatures this 8th day of September, 2006.

Town of West Hartford

/s/ James Francis  
James Francis  
Town Manager

/s/ Patricia J. Morowsky  
Witness

West Hartford Police Officers' Association

/s/ Jeffrey Glaude  
Jeffrey Glaude, President  
West Hartford Police Officers' Association

/s/ Paul Melanson  
Witness

**Memorandum of Understanding  
Between  
The Town of West Hartford  
And  
West Hartford Police Officers' Association**

The Town of West Hartford and the West Hartford Police Officers' Association have met to discuss a Temporary Light Duty Policy and have agreed to the following:

**Temporary Light Duty**

- (a) Purpose: It is the purpose of this policy to establish the department's policy regarding temporary light-duty assignments and the rules and procedures for granting temporary light-duty to eligible officers.
- (b) Goal: Temporary light-duty assignments also have the potential to minimize the staffing impact to the West Hartford Police Department and help reduce overtime costs, forced overtime and denial of leave normally associated with absences created by these events.
- (c) Policy: Temporary light-duty assignments, when available, are for eligible officers who, because of injury, illness or disability, are temporarily unable to perform their regular assignments but who are capable of performing temporary light duty assignments. Temporary light-duty assignments, when available, will only be given out when there is a reasonable expectation that the officer will be able to return to 100% capability within a reasonable amount of time. Nothing in this policy is intended to supplant the provisions of state and/or federal law and where any provision conflicts with the Connecticut Workers' Compensation Act, the provisions of that Act are controlling.
- (d) Definitions: Eligible Personnel, for purposes of this policy shall mean:
  - 1. Any full-time sworn officer of this department suffering from non-work related medically certified illness, injury or disability requiring treatment of a licensed health-care provider and who, because of injury, illness or disability, is temporarily unable to perform the regular assignment but is capable of performing temporary light duty assignments.
  - 2. Any full-time sworn officer of this Department suffering from a work related illness, or injury, as certified by a professional included on the list of approved physicians, surgeons, podiatrists, optometrists and dentists developed by the Workers Compensation Commission pursuant to Regulations. Conn. State Agencies § 31-280-1 and who, because of the officer's work related injury or illness, is temporarily unable to perform their regular assignment but is capable of performing a temporary light duty assignment.
  - 3. Licensed Health Care Provider: For purposes of this policy, a doctor of medicine or osteopathy who is authorized to practice medicine or surgery by the state in which the doctor practices; a podiatrist, dentist, psychologist, optometrist or chiropractor authorized

to practice by the state in which such person practices and performing within the scope of their authorized practice.

(e) Procedures

1. General Provisions:

- i. The Town reserves the right to assign or modify temporary light duty assignments at any time if deemed in the best interest of the officer or the Department.
- ii. This policy in no way affects the privileges of employees under provisions of the Family and Medical Leave Act, Fair Labor Standards Act, Americans with Disabilities Act, the Connecticut Workers' Compensation Act, Connecticut Fair Employment Practices Act, or other federal or state law.
- iii. Assignment to temporary light-duty shall not affect an eligible officer's pay classification, pay increases, promotions, retirement benefits or other employee benefits. While on temporary light-duty status, officers will still be considered full time active members of the department.
- iv. No specific position within this department shall be established for use as a temporary light-duty assignment, nor shall any existing position be designated or utilized exclusively for personnel on temporary light-duty.
- v. Temporary light-duty assignments are strictly temporary and normally should not exceed six months in duration. After six months, eligible officers on temporary light-duty who are not capable of returning to their original duty assignment shall:
  - a. present a request for a six month extension of temporary light-duty, with supporting medical documentation, to the Chief of Police or designee; or
  - b. pursue other options as provided by employment provisions of this department or federal or state law.
  - c. once an officer has reached their point of maximum recovery, they must either return to full duty status or if unable to do that, because of their injury or illness, they must seek alternatives pursuant to the Collective Bargaining Agreement and/or any applicable federal or state law.
- vi. Eligible officers on temporary light-duty are prohibited from engaging in overtime (including private duty jobs) and will not be subject to "forced overtime." Eligible Officers on temporary light-duty are prohibited from engaging in outside employment in which they may reasonably be expected to perform job functions for which they have been determined unable to perform on behalf of this department and that form the basis for their temporary light-duty assignment.
- vii. Depending upon the nature and extent of the medical condition, an eligible officer on temporary light-duty may be prohibited or restricted from, carrying the service weapon

or otherwise limited in employing police powers. Temporary light-duty Officers shall not be ordered to wear the Departmental Uniform. Dress code shall be at the discretion of the Police Chief.

- viii. Temporary light-duty assignments shall not be made for disciplinary purposes.
- ix. Officers who have a work related injury or illness may not refuse temporary light-duty assignments that are supported by and consistent with the recommendations of an attending physician or licensed health-care provider. Officers who have a non-work related injury or illness have the option to use sick leave or a combination of sick leave and temporary light duty.
- x. Officers who are requesting temporary light-duty assignments for non-work related illnesses or injuries must present a certification from a Licensed Health Care Provider that the officer's illness or injury is expected to cause the officer to be unable to perform their regular assignments for a period of at least 10 consecutive calendar days.

## 2. Nature of Temporary Light-Duty Assignments:

- i. Temporary light-duty assignments may be drawn from a range of technical and administrative areas that include, but are not limited to the following:
  - administrative functions (e.g. report review, special projects)
  - dispatching
  - assisting specialized divisions (e.g. pistol permit fingerprinting)
  - report taking, assistant desk officer, (the front desk officer will not be considered a temporary light duty position).
  - temporary light duty officers will have no contact with suspects or prisoners as part of their duties.
- ii. In determining what an Officer's assignment will be, input from officers, supervisors, and the union will be considered in determining these assignments, however the Chief of Police or designee has sole and absolute discretion in determining what these assignments will be, provided assigned duties will be consistent with those regularly performed by sworn department personnel.
- iii. Decisions on temporary light-duty assignments shall be made based upon the availability of an appropriate assignment given the eligible officer's knowledge, skills and abilities; availability of temporary light-duty assignments and the medical limitations imposed on the eligible officer.

- iv. Every effort shall be made to assign eligible officers to positions consistent with their rank and pay classification. However, personnel may be assigned to positions designated for personnel of lower rank or pay classification. Eligible officers thus assigned shall:
  - a. retain the privileges of their rank but shall answer to the supervisory officer of the unit to which they are assigned with regard to work responsibilities and performance; and
  - b. retain the pay classification and related benefits of the position held prior to their assignment to temporary light duty.

3. Procedure for Requesting Temporary Light-Duty Assignment:

- i. Eligible officers who have a work related injury or illness may be required by the Department to work a temporary light-duty assignment consistent with the provisions of the Connecticut Workers' Compensation Act and/or its accompanying regulations. The Department specifically retains all rights provided to it under that Act and its accompanying regulations and conforms its procedures for providing light-duty to officers with work-related injuries to the rules established by the Act and its regulations.

This Department may require the officer to submit to an independent medical examination by a licensed Health Care Provider of the Department's choosing. In the event the opinion of this second Licensed Health Care Provider differs from the foregoing Health Care Provider, the officer may request a third opinion at the Town's expense.

- ii. Eligible Officers who are out with a non-work related injury, illness or medical circumstance may request temporary light-duty assignments. Requests should be submitted in writing to the Chief of Police's Office. Requests must be accompanied by a statement of medical certification to support a requested temporary light-duty assignment, which must be signed by a Licensed Health Care Provider. The certificate must include an assessment of the nature and probable duration of the illness, injury or medical circumstance, prognosis for recovery, nature of work restrictions.

- a. The request for temporary light-duty assignment and the Licensed Health Care Provider's\* statement shall be forwarded to the Chief of Police, who shall make the decision regarding the granting of temporary light-duty assignment.

\*The officer and representatives of this Department shall cooperate and act in good faith in selecting any third Licensed Health Care Provider, and both parties shall be bound by that medical decision.

- b. As a condition of continued assignment to temporary light-duty, eligible officers may be required to submit to monthly physical assessments of their condition as specified by the Chief of Police or designee.

- 4. Notwithstanding any other provisions of this Policy, the Department, including but not limited to the Chief, may not discriminate in regard to request or assignment to temporary

light-duty as between employees with a work related injury or illness vs. employees with non-work related injury or illness.

5. Shift Assignment:

- i. An officer will retain their current bid shift for the remainder of the bid shift period his/her temporary light-duty assignment commences. The officer may be forced to his/her second choice based on seniority and staffing levels for the next bid shift period. In no case will the employee be forced to other than their first or second choice in the shift bid.
- ii. An officer on temporary light duty assignment shall not be precluded by virtue thereof, from placing a bid for his/her shift in accordance with the standard bid shift procedures. When such officer starts the new bid he/she will be subject to the provisions of this policy while the officer is on temporary light-duty assignment.
- iii. An officer may volunteer to be placed on other than his/her first or second shift choice in his/her most recent shift bid.

The parties agree that this Temporary Light-Duty Policy agreement shall remain in effect until June 30, 2020. At that time either party may revoke the agreement.

Town of West Hartford

West Hartford Police Officers' Association

/s/ Richard Ledwith  
Rick Ledwith  
Executive Director of Human Resources

/s/ Andrew Wamester  
Andrew Wamester, President  
West Hartford Police Officers'  
Association

/s/ Nelson Petrone  
Witness

/s/ Nelson Petrone  
Witness

July 10, 2018  
Date

July 10, 2018  
Date

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE TOWN OF WEST HARTFORD  
AND  
WEST HARTFORD POLICE OFFICERS ASSOCIATION**

The West Hartford Police Officers Association and the Town of West Hartford have agreed to make changes to the overtime rules, effective as soon as practicable after signing, in Article XI, Section 5 to amend the hiring and disbursement of will works and the overtime duty list for Captains.

- Captains will now be placed in the same window and classification as Sergeants and Lieutenants for all will works or supervisor overtime. This will allow captains to be considered for will works equal to lieutenant and sergeant by order of the list if the will work is not assigned on the basis of squad integrity.
- Captains will be allocated overtime and fall under the same supervisor classification as Sergeants and Lieutenants for all will works distributed by position on the list, lotto or supervisor specific PJ slot. All the overtime rules applied to Sergeants and Lieutenants will include the Captains as well and be considered equal.
- Captains receiving overtime as a shift supervisor, or inside position as a police dispatcher or front desk officer, will be paid at a rate of top step Lieutenant's pay for purposes of this agreement.

In witness whereof, the parties have caused their duly authorized representatives to affix their signature this 15th day of May, 2018.

FOR THE TOWN:

FOR THE UNION:

/s/Richard Ledwith,  
Executive Director of  
Human Resources

/s/Andrew Wamester,  
West Hartford Police Officers' Association

Date: 05/15/2018

Date: 05/15/2018



**Memorandum of Understanding  
Between  
The Town of West Hartford  
and  
The West Hartford Police Officers Association**

In conjunction with negotiations leading to the 2013 – 2021 collective bargaining agreement between the Town of West Hartford and the West Hartford Police Officers' Association the parties seek to clarify certain pension and retiree health care benefits provided to Union members based upon their date of hire. The provisions outlined below are intended as a summary and should be considered as illustrative and not the controlling legal document. The Town of West Hartford Pension Ordinances guide the Pension Plan in coordination with the collective bargaining agreement. Eligibility for retiree health insurance benefits are provided pursuant to the collective bargaining agreement.

**A. Early Retirement Provisions**

**Tier 1: Employees with a Date of Hire prior to August 1, 2006**

A Tier 1 member with at least 10 years but less than 20 years of credited service is eligible for an Early Retirement benefit.

The retirement allowance is calculated as 2.5% times years of credited service multiplied by average final compensation. A Tier 1 member may elect to have a portion of his or her sick leave accrual included in the formula for determining Average Final Compensation.

If a Tier 1 member retires with an Early retirement (at least 10 years but less than 20 years of credited service) and elects an immediate commencement of a retirement allowance, the retirement allowance will be reduced pursuant to factors provided in the 1971 Group Annuity Mortality Table with a one-year setback. Contingent annuitant or other beneficiary mortality is determined according to the 1971 Group Annuity Mortality Table with a five-year setback. Early Retirement Factors are based on the member's age at Early retirement and the member's age at Normal retirement.

If a Tier 1 member who is eligible for an Early retirement separates from service and defers receipt of his or her retirement allowance until the date he or she would have reached Normal retirement eligibility, there will be no reduction factor applied.

A Tier I member retiring with an Early retirement is not entitled to a COLA benefit and is not entitled to retiree health insurance.

A Tier I member retiring with an Early retirement may elect the Contingent Annuitant payment option.

**Tier 2: Employees with a Date of Hire on or after August 1, 2006 but prior to June 26, 2018**

A Tier 2 member with at least 10 years but less than 20 years of credited service is eligible for an Early retirement benefit.

The retirement allowance is calculated as 2.5% times years of credited service multiplied by the average of the three highest years of earnings. Highest years of earnings shall be determined after the calculation of Base Pay plus 50% of overtime for those years. Sick leave accrual is **not** included in the formula for determining the retirement allowance of a Tier 2 member.

If a Tier 2 member retires with an Early retirement (at least 10 years but less than 20 years of credited service) and elects an immediate commencement of a retirement allowance, the retirement allowance will be reduced pursuant to factors provided in the 1971 Group Annuity Mortality Table with a one-year setback. Contingent annuitant or other beneficiary mortality is determined according to the 1971 Group Annuity Mortality Table with a five-year setback. Early Retirement Factors are based on the member's age at Early retirement and the member's age at Normal retirement.

If a Tier 2 member eligible for an Early retirement separates from service and defers receipt of his or her retirement allowance until the date he or she would have reached Normal retirement eligibility, there will be no reduction factor applied.

A Tier 2 member retiring with an Early retirement is entitled to a 2% COLA each July, commencing not earlier than 2 years but not later than 3 years following the employee's retirement date.

A Tier 2 member retiring with an Early retirement is **not** entitled to retiree health insurance.

A Tier 2 member retiring with an Early retirement may elect the Contingent Annuitant payment option.

### **Tier 3: Employees with a Date of Hire on or after June 26, 2018**

A Tier 3 member with at least 10 years but less than 20 years of credited service is eligible for an Early retirement benefit.

The retirement allowance is calculated as 2.0% times years of credited service multiplied by the average of the three highest calendar years of Base Pay. Sick leave accrual is **not** included in the formula for determining the retirement allowance of a Tier 3 member.

If a Tier 3 member retires with an Early retirement (at least 10 years but less than 20 years of credited service) and elects an immediate commencement of a retirement allowance, the retirement allowance will be reduced pursuant to factors provided in the 1971 Group Annuity Mortality Table with a one-year setback. Contingent annuitant or other beneficiary mortality is determined according to the 1971 Group Annuity Mortality Table with a five-year setback. Early Retirement Factors are based on the member's age at Early retirement and the member's age at Normal retirement.

If a Tier 3 member eligible for an Early retirement separates from service and defers receipt of his or her retirement allowance until the date he or she would have reached Normal retirement eligibility, there will be no reduction factor applied.

A Tier 3 member retiring with an Early retirement is not entitled to a COLA and is not entitled to retiree health insurance.

A Tier 3 member retiring with an Early retirement may elect the Contingent Annuitant payment option.

### **B. Vesting Provisions**

A member of the West Hartford Police Officers' Association who separates from service with less than five (5) years of credited service is not a vested member of the Town of West Hartford Pension Plan and is not eligible for a pension benefit. A refund of employee pension contributions plus interest will be issued except that the contributions of 1% of Base Pay made for the survivorship benefit will not be refunded. The refund of pension contributions represents the termination of the member's participation in the Pension Plan and full settlement of all obligations under the provisions of the Plan.

A member is vested at five (5) years of credited service. A member who separates from service with at least five (5) years of credited service but less than ten (10) years of service will have the option to take a refund of pension contributions plus interest (except that the contributions of 1% of Base Pay made for the survivorship benefit will not be refunded), or leave the contributions on deposit with the Pension Plan and thereby become eligible for a future retirement allowance upon reaching Early or Normal retirement eligibility. Should the member elect to withdraw pension contributions, he or she would not be entitled to any further benefits from the Pension Plan. If the member leaves his or her contributions on deposit with the Plan, he or she will be eligible to receive a reduced retirement allowance upon reaching Early retirement. The reduction is pursuant to will be reduced pursuant to factors provided in the 1971 Group Annuity Mortality Table with a one-year setback. Contingent annuitant or other beneficiary mortality is determined according to the 1971 Group Annuity Mortality Table with a five-year setback. Early Retirement Factors are based on the member's age at Early retirement and the member's age at Normal retirement. Should the member defer receipt of the retirement allowance until Normal retirement eligibility, there will be no reduction factor applied.

#### **Tier 1: Employees with a Date of Hire prior to August 1, 2006**

The retirement allowance for a vested Tier 1 member will be calculated as 2.5% times years of credited service multiplied by average final compensation. A Tier 1 member may elect to have a portion of his or her sick leave accrual included in the formula for determining Average Final Compensation.

A Tier 1 member who terminates with a deferred vested benefit (with at least 5 years but less than 10 years of credited service) is not entitled to a COLA and is not entitled to retiree health insurance.

A Tier 1 member who terminates with a deferred vested benefit (with at least 5 years but less than 10 years of credited service) may elect the Contingent Annuitant payment option.

**Tier 2: Employees with a Date of Hire on or after August 1, 2006, but prior to June 26, 2018**

The retirement allowance for a vested Tier 2 member will be calculated as 2.5% times years of credited service multiplied by the average of the highest three years of earnings. Highest years of earnings shall be determined after the calculation of Base Pay plus 50% of overtime for those years. Sick leave accrual is not included in the formula for determining the retirement allowance of a Tier 2 member.

A Tier 2 member who terminates with a deferred vested benefit (with at least 5 years but less than 10 years of credited service) is not entitled to a COLA and is not entitled to retiree health insurance.

A Tier 2 member who terminates with a deferred vested benefit (with at least 5 years but less than 10 years of credited service) may elect the Contingent Annuitant payment option.

**Tier 3: Employees with a Date of Hire on or after June 26, 2018**

The retirement allowance for a vested Tier 3 member will be calculated as 2.0% times years of credited service multiplied by the average of the member's three highest calendar years of Base Pay. Sick leave accrual is not included in the formula for determining the retirement allowance of a Tier 3 member.

A Tier 3 member who terminates with a deferred vested benefit (with at least 5 years but less than 10 years of credited service) is not entitled to a COLA and is not entitled to retiree health insurance.

A Tier 3 member who terminates with a deferred vested benefit (with at least 5 years but less than 10 years of credited service) may elect the Contingent Annuitant payment option.

**C. Benefits Upon Death of an Active Officer**

Applies to Tier 1, 2, and 3 Employees:

Upon the death of an active employee who has ten (10) or more years of credited service, an annuity shall be payable to the spouse of such active employee, as if the employee had elected to retire on the date of his/her death and elected the 50% Contingent Annuitant benefit, in addition to any other survivorship benefits provided under the Pension Ordinances.

**D. Contingent Annuitant Conversion and Survivorship**

Applies to Tier 1, 2, and 3 Employees:

If you are married and die before or after retiring but without electing the Contingent Annuitant payment option, your spouse will be entitled to Plan benefits if, upon your death, you are either:

- Age 55 or older with 10 years of credited service or
- Have 15 years of service.

In such an event, the Plan will pay benefits as if you had elected the 50% Contingent Annuitant option and that benefit has been in effect on the date of your death. This means that your spouse would receive the 50% Contingent Annuitant benefit. Had you selected this option, you would have received a reduced benefit during your lifetime. Your spouse may be required to return to the Plan any amount of benefits provided to you under the Life Annuity option in excess of the benefit you would have been paid had you selected the 50% Contingent Annuity.

In addition to this benefit, you are also entitled to survivorship protection. This protection will pay a monthly benefit to your spouse, your dependent parent(s), or your dependent children under age 18. The amount of the benefit is as follows:

<b>If you are survived by:</b>	<b>The benefit will be:</b>
Spouse, no children	25% of base pay
Spouse and one child	37½% of base pay
Spouse and two or more children	50% of base pay
One child and no spouse	25% of base pay
Two or more children and no spouse	37½% of base pay
Parent(s), if no spouse or children	25% of base pay

The benefit will continue until your spouse remarries or the child(ren) reach(es) age 18. For purposes of the survivorship benefit, base pay means 1/12 of your annual rate of Base Pay in accordance with your union contract at the time of your death, if your death occurs before retirement, or at the time of your retirement, if your death occurs after retirement.

In witness whereof, the parties have caused their duly authorized representatives to affix their signatures this 31<sup>st</sup> day of August, 2018.

Town of West Hartford

West Hartford Police Officers' Association

s/Richard Ledwith  
Executive Director of Human Resources

s/Andrew Wamester, President  
West Hartford Police Officers' Association

s/Patricia Morowsky  
Witness

s/M Alquist  
Witness

**Memorandum of Understanding  
Between the  
Town of West Hartford  
And  
West Hartford Police Officers' Association**

In conjunction with the negotiations leading to the 2013 – 2021 collective bargaining agreement between the Town of West Hartford and the West Hartford Police Officers' Association the parties discussed how holiday lump sum payments shall be included in Tier I member pension calculations referenced in Article VIII, Section 8.2 (b)(3). The parties wish to further the understanding of how this provision shall be applied. The following examples are provided:

In all examples, the holiday pay lump sum is computed as follows: one (1) day's pay (one-tenth (1/10) of the employee's biweekly pay rate) at the rate for the rank and step occupied by the employee on the first day of the fiscal year multiplied by the number of holidays requested. In fiscal years when a general increase becomes effective other than on July 1, the lump sum payment shall be increased to reflect the higher rate of payment for holidays falling after the effective date of the increase.

**Example 1:**

Employee requests pay for 12 holidays for fiscal year 2019/2020 (covering period of July 1, 2019 – June 30, 2020)

- Receives holiday pay lump sum of \$4,097 in January 2020
- Retires June 30, 2020

Biweekly	\$ 3,414	
Annual Base	$\$88,764 \times .95 =$	\$84,326
Holiday Pay	\$ 4,097	
<u>Education Incentive Pay</u>	<u>\$ 2,000</u>	<u>Monthly Max Benefit</u>
	\$90,423	\$7,535 (\$90,423/12)

Maximum retirement allowance cannot exceed 95% of base pay, plus holiday pay (if any) and educational incentive pay (if any).

**Retirement allowance cannot exceed \$7,535 per month.**

*Figures rounded for illustrative purposes.*

**Example 2:**

Employee requests pay for 7 holidays for fiscal year 2019/2020 (covering period of July 1, 2019 – June 30, 2020)

- Receives holiday pay lump sum of \$2,390 in January 2020
- Retires June 30, 2020

Biweekly	\$ 3,414	
Annual Base	$\$88,764 \times .95 = \$84,326$	
Holiday Pay	\$ 2,390	
<u>Education Incentive Pay</u>	<u>\$ 2,000</u>	<u>Monthly Max Benefit</u>
	\$88,716	\$7,393 (\$88,716/12)

Maximum retirement allowance cannot exceed 95% of base pay, plus holiday pay (if any) and educational incentive pay (if any).

**Retirement allowance cannot exceed \$7,393 per month.**

*Figures rounded for illustrative purposes.*

**Example 3:**

Employee requests pay for 12 holidays for fiscal year 2019/2020 (covering period of July 1, 2019 – June 30, 2020)

- Receives holiday pay lump sum of \$4,097 in January 2020
- Retires January 9, 2020

Employee must return holiday pay received for holidays occurring after retirement date (January 10, 2020 – June 30, 2020 = 5). Holiday pay for 7 holidays can be included in maximum calculation.

Biweekly	\$ 3,414	
Annual Base	$\$88,764 \times .95 = \$84,326$	
Holiday Pay	\$ 2,390	
<u>Education Incentive Pay</u>	<u>\$ 2,000</u>	<u>Monthly Max Benefit</u>
	\$88,716	\$7,393 (\$88,716/12)

Maximum retirement allowance cannot exceed 95% of base pay, plus holiday pay (if any) and educational incentive pay (if any).

**Retirement allowance cannot exceed \$7,393 per month.**

*Figures rounded for illustrative purposes.*

**Example 4:**

Employee requests pay for 12 holidays for fiscal year 2019/2020 (covering period of July 1, 2019 – June 30, 2020)

- Receives holiday pay lump sum of \$4,097 in January 2020
- Employee requests pay for 12 holidays for fiscal year 2020/2021 (covering period of July 1, 2020 – June 30,2021)
- Retires November 30, 2020

Upon separation, employee **is paid** for holidays occurring from July 1, 2020 – November 30, 2020 = 5 days.

Pay received for 17 holidays in 2020; only the 12 holidays paid as lump sum in January, 2020 are included in the maximum retirement calculation.

Biweekly	\$ 3,414	
Annual Base	\$88,764 x .95 = \$84,326	
Holiday Pay	\$ 4,097	
<u>Education Incentive Pay</u>	<u>\$ 2,000</u>	<u>Monthly Max Benefit</u>
	\$90,423	\$7,535 (\$90,423/12)

Maximum retirement allowance cannot exceed 95% of base pay, plus holiday pay (if any) and educational incentive pay (if any).

**Retirement allowance cannot exceed \$7,535 per month.**

*Figures rounded for illustrative purposes.*

In witness whereof, the parties have caused their duly authorized representatives to affix their signatures this 31st day of August, 2018.

Town of West Hartford

West Hartford Police Officers' Association

s/Richard Ledwith  
Executive Director of Human Resources

s/Andrew Wamester, President  
West Hartford Police Officers' Association

s/Patricia Morowsky  
Witness

s/M Alquist  
Witness



**Attachment B  
Town of West Hartford Outline of Police Union Dental Benefits**

**Calendar Year Deductible**

Individual Deductible	\$ 50
Family Deductible	\$150

**Benefit Schedule**

Preventative and Diagnostic Services (No Deductible)	100%
- Exams, Cleanings, Bitewing X-Rays (2 per calendar year)	
- X-Rays, full mouth series or panoramic (1 per 3 years)	
- Fluoride Treatment (twice per calendar year for children up to age 19)	
- Space Maintainers (under age 14)	

Basic Services (After Deductible)	80%
- Fillings, Extractions, Root Canals (Endodontics)	
- Periodontal, Oral Surgery	
- Repair of Dentures & Removable Prosthodontics	
- Sealants (to age 14)	

Major Services	Not Covered
- Crowns & Crown-related procedures	
- Bridgework, Full & Partial Dentures	
- Inlays	

Calendar Year Maximum (Per Person)	\$1,250
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Dependent Children are covered to age 19, or age 25, if full time students. Participating Dentists agree to pre-file their usual fee for each procedure performed, and accept the lesser of their actual charge, their filed fee, or the carriers established UCR as payment in full. This provides guaranteed copayment levels and a consistent level of charges to employees. Claims for non-network providers' services are paid based on the lesser of the dentist's actual charge or the prevailing fee as determined by the carrier.

**Attachment C**

**Town of West Hartford Outline of Basic Vision Care**  
**(For active employees and eligible dependents only)**

**Benefit Schedule**

	<b><u>In-Network</u></b>	<b><u>Non-Network</u></b>
Eye Examinations		
Comprehensive eye examination performed by Ophthalmologist	100%	Up to \$50 reimbursement
Comprehensive eye examination performed by Optometrist	100%	Up to \$50 reimbursement
Benefit frequency	Once every 12 months	Once every 12 months
Standard Lenses (per pair)		
Single Vision	100%	Up to \$40 reimbursement
Bifocal	100%	Up to \$60 reimbursement
Trifocal	100%	Up to \$80 reimbursement
Lenticular	100%	Up to \$80 reimbursement
Benefit frequency	Once every 12 months	Once every 12 months
Contact Lenses (per pair)		
Medically necessary	100%	Up to \$210 reimbursement
Elective Selection	100% up to \$105	Up to \$105 reimbursement
Benefit frequency	Once every 12 months	Once every 12 months
Frames		
Standard frames (as defined by provider)	100% up to \$130	Up to \$50 reimbursement
Benefit frequency	Once every 12 months	Once every 12 months

Revised: August, 2016

**ATTACHMENT D(1)**

**Town of West Hartford Pension Plan Exhibit  
Part D**

Date of Hire	Eligibility for Normal	Eligibility for Early	Normal Retirement Benefit	Impact of Sick Leave on Retirement Calculation	Compensation Used for Pension Calculation	Maximum Benefit	Eligibility for COLA Adj	Employee Contribution	Eligibility for Deferred Compensation Match
<b>TIER 1 - Hired prior to August 1, 2006</b>	Earliest of age 55 with 10 years of Credited Service, 20 years of Credited Service, Age 65	10 years of Credited Service (See Plan Summary for details and options)	2.5% times years of Credited Service multiplied by Average Final Compensation, Assume on the payroll as of July 1, 2006 or hired prior to August 1, 2006, 80% of AYC for 30+ years of service (excluding buyback).	One-half of the sick leave accrued up to 120 days, plus 1/5 of the additional sick leave accrued up to an addtl 50 working days calculated as (calculated # sick days) x 12 x (weekly rate/84). May instead be paid out full accrual at the ee's option, but then no payment is included in pension calculation.	Average final compensation is the average of the three highest calendar years of compensation prior to date of actual retirement. Unused sick pay included in pension calculation per CBA.	No retirement allowance shall exceed 95% of member's final Base Pay plus education incentive (if any) and holiday pay.	No	5% of compensation, plus 1% of base for survivorship benefits, to increase to 6% of total compensation, plus 1% of base for survivorship benefits, effective June 30, 2021.	Yes - Match on a \$\$ basis of the first \$1,250 each calendar year.

**ATTACHMENT D(ii)**

**Town of West Hartford Pension Plan Exhibit  
Part D**

Date of Hire	Eligibility for Normal	Eligibility for Early	Normal Retirement Benefit	Impact of Sick Leave on Retirement Calculation	Compensation Used for Pension Calculation	Maximum Benefit	Eligibility for COLA Adj	Employee Contribution	Eligibility for Deferred Compensation Match
<p><b>TIER 2 - Hired on or after August 1, 2006, but prior to June 26, 2018</b></p>	<p>Earliest of age 55 with 10 years of Credited Service, 20 years of Credited Service, Age 65</p>	<p>10 years of Credited Service (See Plan Summary for details and options)</p>	<p>2.5% times years of Credited Service multiplied by the average of the highest three (3) years of earnings. Highest years of compensation shall be determined after the calculation of Base Pay plus 50% of overtime for those years (includes priv duty and will works). Anyone on the payroll as of July 1, 2018 or hired thereafter but prior to June 26, 2018, 80% of AP4 for 30+ years of service (excluding buyback).</p>	<p>No sick leave included in pension calculation, but employees retiring with 20 years of Credited Service but less than 25 years of service (exclusive of buyback), shall be paid out at their regular hourly base rate for 2/3 of their actual leave balance to max accrual limit. At 25 yrs, paid regular hourly base rate for all sick leave to maximum limit.</p>	<p>The average of the three (3) highest years of compensation, calculated as Base Pay in each of the three highest calendar years plus 50% of the overtime earned in those years. Highest calendar years of compensation shall be determined after the calculation of Base Pay plus 50% of overtime (excluding 50% of overtime, holiday pay, educational incentive or any other compensation).</p>	<p>No retirement allowance shall exceed 85% of the member's final Base Pay (excluding 50% of overtime, holiday pay, educational incentive or any other compensation).</p>	<p>Yes - 2% each July, not earlier than 2 years, but not later than 3 yrs following the employee's retirement date.</p>	<p>5% of compensation, plus 1% of base for survivorship benefits, to increase to 6% of compensation, plus 1% of base for survivorship benefits, effective June 30, 2021.</p>	<p>No match</p>

**ATTACHMENT D(iii)**

**Town of West Hartford Pension Plan Exhibit  
Part D**

Date of Hire	Eligibility for Normal	Eligibility for Early	Normal Retirement Benefit	Impact of Sick Leave on Retirement Calculation	Compensation Used for Pension Calculation	Maximum Benefit	Eligibility for COLA Adj	Employee Contribution	Eligibility for Deferred Compensation Match
<p><b>TIER 3 - Hired on or after June 26, 2018</b></p>	<p>Age 55 with 10 years of Credited Service, 20 years of Credited Service; Age 65</p>	<p>10 years of Credited Service (See Plan Summary for details and options)</p>	<p>2.1% times years of Credited Service multiplied by the average of the member's three highest calendar years of Base Pay. No overtime, private duty pay, sick leave buy-out, holiday pay, educational incentive or any compensation. No eligibility for 81% adjustment at 30 years of Credited Service.</p>	<p>No sick leave included in pension calculation, no payout of sick leave balance.</p>	<p>Average of the three highest calendar years of Base Pay. No overtime or any other compensation in pension calculation.</p>	<p>No retirement allowance shall exceed 85% of the member's annual Base salary.</p>	<p>Yes, at 25 years of service, 2% each July, not earlier than 2 years, but not later than 3 yrs, following the employee's retirement date.</p>	<p>5% of Base Pay, plus 1% of Base Pay for survivorship benefit, to increase to 6% of Base Pay, plus 1% of Base Pay effective June 30, 2021.</p>	<p>No match.</p>

Town of West Hartford Police Union - Eligibility for Retiree Health Benefits

Date of Hire	Health Plan	Eligibility for Retiree Health Coverage	Benefit Available	Employee Contribution Active/Retiree	Impact at Medicare Eligibility
<p><b>TIER 1 - Hired prior to August 1, 2006</b></p>	<p>PPO/HDHP Optional</p>	<p>If hired prior to July 1, 1986, eligible for retiree health with either an early or normal (unreduced-20 years) retirement benefit; If hired on or after July 1, 1986, but prior to August 1, 2006, eligible for retiree health only with a normal -20 years retirement benefit;</p>	<p>The same health and prescription drug program enjoyed immediately prior to his/her retirement, until retiree would have been Medicare eligible.</p>	<p>As an active employee, pay 1.75% of bi-weekly base wage, not to exceed 20% of the family COBRA rate for the individual or dependent coverage elected; Additionally, pay 1.65% of bi-weekly base wage while an active employee toward the cost of future retiree health coverage. No additional premium cost sharing after retirement.</p>	<p>Plan converts to Medicare Supplement Plan. Retired employees and eligible dependents become enrolled in the PPO that was available and in effect on the employee's date of retirement. Medicare is primary, Town Plan is secondary, and continuation is contingent upon conditions established by the carrier. Prescription Drug plan shall be the same plan that is available to then active employees and subject to drug plan changes.</p>

Town of West Hartford Police Union - Eligibility for Retiree Health Benefits

Date of Hire	Health Plan	Eligibility for Retiree Health Coverage	Benefit Available	Employee Contribution Active/Retiree	Impact at Medicare Eligibility
<p><b>TIER 2 - Hired on or after August 1, 2006, but prior to June 26, 2018</b></p>	<p>PPO/HDHP Optional</p>	<p>If hired on or after August 1, 2006 but prior to June 26, 2018, eligible for retiree health with 25 yrs of Credited Service.</p>	<p>The same health and prescription drug program enjoyed immediately prior to his/her retirement, until retiree would have been Medicare eligible.</p>	<p>As an active employee, pay 1.75% of biweekly base wage, not to exceed 20% of the family COBRA rate for the level of coverage elected ; Additionally as an active employee, pay 1.65% of employee's biweekly base wage toward cost of future retiree health coverage. No additional premium cost sharing after retirement.</p>	<p>Plan converts to Medicare Supplement Plan. Retired employees and eligible dependents become enrolled in the PPO that was available and in effect on the employee's date of retirement. Medicare is primary, Town's Plan is secondary and continuation is contingent upon conditions established by the carrier. Prescription Drug plan shall be the same plan that is available to then active employees and subject to drug plan changes.</p>

Town of West Hartford Police Union - Eligibility for Retiree Health Benefits

Date of Hire	Health Plan	Eligibility for Retiree Health Coverage	Benefit Available	Employee Contribution Active/Retiree	Impact at Medicare Eligibility
<p><b>TIER 3 - Hired on or after June 26, 2018</b></p>	<p>HDHP Mandatory (no PPO Option unless exempted); Town funds 50% of the deductible for level of coverage elected</p>	<p>If hired on or after June 26, 2018, eligible for retiree health with 25 yrs of Credited Service.</p>	<p>The same health and prescription drug program enjoyed immediately prior to his/her retirement, until retiree would have been Medicare eligible.</p>	<p>Active employees contribute 16% of premium for level of coverage elected; Upon eligibility for retiree health benefits, retiree pays 50% of the health premium pre- and post- age 65.</p>	<p>Plan converts to Medicare Supplement Plan. Retired employees and eligible dependents become enrolled in the PPO Plan that was available and in effect on the employee's date of retirement. Medicare is primary and Town's Plan is secondary, and continuation is contingent upon conditions established by the carrier. Prescription Drug plan shall be the same plan that is available to then active employees and subject to drug plan changes.</p>



**ATTACHMENT F**

**FAMILY AND MEDICAL LEAVE POLICY - Police Union**

ISSUES	Personal		Serious Health		Military Caregiver Leave	Family Member with Serious Injury or Illness Incurred in the Line of Military Duty
	Personal Serious Health Condition	Birth, Adoption, or Foster Care	Condition of Child Parent, or Spouse	Parent, or Spouse		
Employment Eligibility	Employed at least 12 months and Work at least 1250 hours during the fiscal year.	Same	Same	Same	Same	Same, however protections under USERRA extend to all periods of absence from work due to or necessitated by USERRA covered service is counted in determining eligibility for FMLA leave.
Effective Date	February 5, 1994	Same	Same	Same	Same	Same
Maximum Leave	12 weeks/Fiscal Year	12 weeks/Fiscal Year	12 weeks/Fiscal Year	12 weeks/Fiscal Year	12 weeks/Fiscal Year	26 weeks/12 month period*
Who Qualifies?	Individual employee.	All circumstances that may fall under the terms "birth or adoption of a child" Eligibility for leave taken expires 12 months after the event. Leave must be completed by the one year anniversary of the event.	Biological child, adopted child, foster child, legal ward, or a child of a person standing in loco parentis who is under age 18. A child as defined age 18 or over who is incapable of self care due to mental or physical disability. A biological parent, legal guardian, or one who raised the employee in the place of parent. Spouse as defined in state statute.	Biological child, adopted child, foster child, legal ward, or a parentis who is under age 18. A child as defined age 18 or over who is incapable of self care due to mental or physical disability. A biological parent, legal guardian, or one who raised the employee in the place of parent. Spouse as defined in state statute.	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 state statute Biological, adopted, foster child, stepchild, legal ward, or a child of a person standing in loco parentis who is of any age.	Individual employee who is the spouse, son, daughter, parent, or next of kin of the servicemember or covered veteran. Spouse as defined in state statute Biological, adopted, foster child, stepchild, 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,

ISSUES	Personal		Serious Health		Family Member with	
	Serious Health Condition	Birth, Adoption, or Foster Care	Condition of Child Parent, or Spouse	Military Caregiver Leave	Serious Injury or Illness Incurred in the Line of Military Duty	
Who Qualifies? (continued)						son, or daughter. Priority defined in regulations, unless another is specifically designated in writing  May require reasonable documentation of family relationship
Serious health condition defined	Illness, injury, impairment, or physical or mental condition that involves inpatient care in a hospital, hospice or residential medical care facility;  or  continuing treatment by a health care provider.  *[Excludes short term conditions for which treatment and recovery are brief such as illness lasting a few days]  Workers' Compensation leave taken shall count toward FMLA leave  Pregnancy Leave taken shall count toward FMLA leave.	N/A	Illness, injury, impairment, or physical or mental condition that involves inpatient care in a hospital, hospice or residential medical care facility;  or  continuing treatment by a health care provider.	N/A	Injury or illness incurred or aggravated in the line of duty while on active duty or injuries or illness that existed before the beginning of the member's active duty and were aggravated by service in the line of duty on active duty in the Armed Forces, that renders the service member medically unfit to perform the duties of his office, grade, rank or rating. Covered service members on temporary disability retired list, is undergoing medical treatment, recuperation, or therapy for the serious illness or injury or assigned to a military medical treatment facility as an outpatient or receiving outpatient care at a unit established for members of the Armed Forces, or undergoing medical treatment, recuperation, or therapy for a serious injury or illness and was a member of the Armed Forces (incl Natl Guard/Reserves) at any time within five years preceding	

ISSUES	Personal		Serious Health		Family Member with Serious Injury or Illness Incurred in the Line of Military Duty
	Serious Health Condition	Birth, Adoption, or Foster Care	Condition of Child Parent, or Spouse	Military Caregiver Leave	
Serious health condition defined (Continued)					the date the veteran undergoes treatment. 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 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); 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.	N/A
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 only if employer agrees. 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 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

ISSUES	Personal			Family Member with	
	Serious Health Condition	Birth, Adoption, or Foster Care	Serious Health Condition of Child Parent, or Spouse	Military Caregiver Leave	Serious Injury or Illness Incurred in the Line of Military Duty
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 serious health condition(s).	12 weeks leave each which may or may not be taken concurrently. However, if ees 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 ees 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 ees 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 ees work in same department, then the leave cannot be taken on the same scheduled work days.
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	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	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.	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

ISSUES	Personal Serious Health Condition		Birth, Adoption, or Foster Care	Serious Health Condition of Child Parent, or Spouse		Exigency Due to Active Military Duty of a Family Member		Family Member with Serious Injury or Illness Incurred in the Line of Military Duty	
	Employee is unable to perform the functions of his/her job, and medical reasons for the intermittent or reduced leave request (where applicable).	Employee is unable to perform the functions of his/her job, and medical reasons for the intermittent or reduced leave request (where applicable).		is needed to care for the ill person, an estimate of how long the employee will be needed, and/or medical reasons for the intermittent or reduced leave request.	For certification of qualifying leave for Rest and Recuperation, a copy of the military member's leave orders setting dates should be provided	line of active duty, approximate date, statement or description of medical facts, a statement that the covered service member will need care for a single continuous period of time, beginning and ending dates, medical necessity for periodic care, and medical necessity for or other documentation provided under CFR 825.310.			
Medical/Other Certification (Upon Request) (Continued)	employee is unable to perform the functions of his/her job, and medical reasons for the intermittent or reduced leave request (where applicable).	employee is unable to perform the functions of his/her job, and medical reasons for the intermittent or reduced leave request (where applicable).		is needed to care for the ill person, an estimate of how long the employee will be needed, and/or medical reasons for the intermittent or reduced leave request.	For certification of qualifying leave for Rest and Recuperation, a copy of the military member's leave orders setting dates should be provided	line of active duty, approximate date, statement or description of medical facts, a statement that the covered service member will need care for a single continuous period of time, beginning and ending dates, medical necessity for periodic care, and medical necessity for or other documentation provided under CFR 825.310.			
Second Opinions	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 basis.  Decision of the third opinion is final.	N/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 basis.  Decision of the third opinion is final.	N/A	NOTE: The use of family sick days shall be in accordance with the existing collective bargaining agreement.	NOTE: The use of family sick days shall be in accordance with the existing collective bargaining agreement.	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.	
Certification For Return to Work	Yes. Certification of fitness for duty is allowed provided it is uniformly applied to all employees taking similar leave	Same (in cases of birth)	N/A	N/A	N/A			N/A	

ISSUES	Personal Serious Health Condition		Serious Health Condition of Child Parent, or Spouse		Family Member with Serious Injury or Illness Incurred in the Line of Military Duty	
	Relationship to Paid Leave	Birth, Adoption, or Foster Care	Military Caregiver Leave	Family Member with Serious Injury or Illness Incurred in the Line of Military Duty	Military Caregiver Leave	Family Member with Serious Injury or Illness Incurred in the Line of Military Duty
Relationship to Paid Leave	<p>Employee must utilize accrued sick leave, then may request unpaid leave for the duration of the medical leave under the Act.</p> <p><u>NOTE:</u> Employee may request to substitute the use of accrued vacation leave in place of unpaid leave.</p> <p>Such request may or may not be granted in accordance with the existing collective bargaining agreement.</p>	<p><u>If employee is birth mother:</u> Accrued sick 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.</p> <p><u>Other employees requesting leave:</u> Employees may request to substitute family sick days in accordance with the collective bargaining agreement and may request unpaid leave for the duration of the leave under the Act.</p> <p><u>NOTE:</u> Employee may request to substitute the use of accrued vacation leave in place of unpaid leave. Such leave may or may not be granted in accordance with the cba.</p>	<p>Employee may request to substitute the use of accrued 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.</p>	<p>Employee may use up to 5 family sick days in accordance with the collective bargaining agreement then may request unpaid leave for the duration of the family and medical leave under the Act.</p> <p><u>NOTE:</u> Employee may request to substitute the use of accrued vacation leave in place of unpaid leave.</p> <p>Such leave may or may not be granted in accordance with the collective bargaining agreement.</p>	<p>Employee may request to substitute the use of accrued vacation leave in place of unpaid leave.</p> <p>Such leave may or may not be granted in accordance with the collective bargaining agreement.</p>	<p>Employee may use up to 5 family sick days in accordance with the existing collective bargaining agreement then may request unpaid leave for the duration of the family and medical leave under the Act.</p> <p><u>NOTE:</u> Employee may request to substitute the use of accrued vacation leave in place of unpaid leave.</p> <p>Such leave may or may not be granted in accordance with the collective bargaining agreement.</p>
Maintenance of Health Benefits	<p>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.</p>	<p>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.</p>	<p>Same as Birth, Adoption, or Foster Care</p>	<p>Same as Birth, Adoption, or Foster Care</p>	<p>Same as Birth, Adoption, or Foster Care</p>	<p>Same as Birth, Adoption, or Foster Care</p>

ISSUES	Personal			Serious Health		Family Member with Serious Injury or Illness Incurred in the Line of Military Duty
	Serious Health Condition	Birth, Adoption, or Foster Care	Condition of Child Parent, or Spouse	Military Caregiver Leave		
Life Insurance	The employee's life insurance coverage will cease on the 1st of the month 30 days after the beginning of any unpaid leave under the Act.	Same	Same	Same	Same	
Sick and Vacation Accruals	Sick and vacation accruals will be adjusted downward for any month in which the employee is not in pay status for the entire month.	Same	Same	Same	Same	
Tax Savings Plan Benefits	Employee contributions to Medical and/or Dependent Care Reimbursement Accounts (if any) will be suspended for the duration of any unpaid leave. Expenses	Same	Same	Same	Same	
Tax Savings Plan Benefits (continued)	incurred prior to the beginning of any unpaid leave may be submitted will be reimbursed up to the account balance(s)					
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.</p> <p>Family and Medical Leave Act prohibits an employer from putting any restraint on an employee for exercising their rights under FMLA. Employers can't penalize or discipline employees who use the FMLA provisions</p> <p>The 12-month period for FMLA purposes will coincide with the Town's fiscal year (July 1 - June 30). 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>					

Records and  
Posting  
(Continued)

Copies of notices to employees may be maintained in personnel files. Medical certification must be maintained in separate files/records and be treated as confidential medical records.  
All requests for records under FMLA shall specify the Town's obligation to comply with the confidentiality requirements of the Genetic Information Non-Discrimination Act (GINA)

• 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". The "single 12-month period" begins on the first day the eligible employee takes FMLA leave to care for a covered service member and ends 12 months after that date regardless of the method used by the employer to determine the employee's 12 workweeks of leave entitlement for other FMLA-qualifying reasons.

If the individual needs to care for more than one service member or the original service member has a subsequent injury, the individual may be entitled to take more than one period of 26 weeks of leave, but the individual cannot take more than 26 weeks for the same illness or injury for a single service member.

"Covered veteran" is an individual who was discharged or released under conditions other than dishonorable at any time during the five year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran.

For the Town:



Richard Ledwith  
Executive Director of Human Resources

For the Union:



Andrew Wamaster  
President, West Hartford Police Officers' Association

August 31, 2018  
Date

8-31-18  
Date



**ATTACHMENT G**



[Redacted Box]

Date of Accident 4/3/08  
 Payroll Start Date 4/27/08  
 BI-Whly Statutory Amt \$ 1,328.50

**Normal Gross Check** \$ 1,846.00  
 Non-Taxable Wages \$ 135.76  
 Taxable Wages \$ 1,710.24

**Earnings While on Workers Compensation**

\$ 1,328.50 (A) Statutory Amount  
 \$ 88.97 (B) Taxable Amount

**Gross Wages:** \$ 1,846.00

Gross Wages \$ 1,846.00  
 IRS Filing Status \$ (428.53)  
 Workers Comp Gross Wages \$ 1,417.47

**Federal & State Withholdings:**

	Payroll Declaration	IRS Filing Status
Federal Withholding	\$ 284.03	\$ 332.19
Connecticut Withholding	\$ 71.19	\$ 69.57
Social Security	\$ -	\$ -
Medicare	\$ 25.96	\$ 26.77
<b>Total Taxable Withholdings</b>	\$ <u>361.17</u>	\$ <u>428.53</u>

**Federal & State Withholdings:**

Federal Withholding	\$ -
Connecticut Withholding	\$ -
Social Security	\$ -
Medicare	\$ 0.67
<b>Total Taxable Withholdings</b>	\$ <u>0.67</u>

**Non-Taxable Deductions:**

Deferred Compensation	\$ 25.00	\$ 25.00
Retirement Plan D	\$ 55.38	\$ 55.38
Town Health	\$ 55.38	\$ 55.38
Medical Section 125	\$ -	\$ -
<b>Total Non-Taxable Deductions:</b>	\$ <u>135.76</u>	\$ <u>135.76</u>

**Deductions:**

Deferred Compensation	\$ 25.00
Retirement Plan D	\$ 42.33
Town Health	\$ 42.33
Medical Section 125	\$ -
Credit Union	\$ 300.00
Union Dues	\$ 33.00
<b>Total Deductions</b>	\$ <u>443.04</u>

**Taxable Deductions:**

Credit Union	\$ 300.00	\$ 300.00
Union Dues	\$ 33.00	\$ 33.00
<b>Total Taxable Deductions</b>	\$ <u>333.00</u>	\$ <u>333.00</u>

**Net Pay:** \$ 1,016.07      \$ 948.71      **Net Pay:** \$ 973.76



Date of Accident 4/1/00  
 Payroll Start Date 12/2/99  
 Bi-Weekly Statutory Amt \$ 1,325.30

**Normal Gross Check** \$ 2,566.67 Includes E & P Prem Pay  
 Non-Taxable Wages \$ 224.25  
 Taxable Wages \$ 2,342.42

**Earnings While on Workers Compensation**  
 \$ 1,325.30 (A) Statutory Amount  
 \$ 606.60 (B) Taxable Amount

**Gross Wages:** \$ 2,566.67

Gross Wages \$ 2,566.67  
 IRS Filing Status \$ (434.77)  
 Workers Comp Gross Wages \$ 2,131.90

**Federal & State Withholdings:**

<i>Payroll Declaration</i>		<i>IRS Filing Status</i>
Federal Withholding \$ 416.67		\$ 348.99
Connecticut Withholding \$ 99.64		\$ 85.78
Social Security \$ -		\$ -
Medicare \$ -		\$ -
<b>Total Taxable Withholdings</b> \$ <u>516.31</u>		\$ <u>434.77</u>

**Federal & State Withholdings:**

Federal Withholding \$ -
Connecticut Withholding \$ -
Social Security \$ -
Medicare \$ -
<b>Total Taxable Withholdings</b> \$ <u>-</u>

**Non-Taxable Deductions:**

<i>Deferred Compensation</i>		
Retirement Plan D \$ 75.33		\$ -
Town Health \$ 72.00		\$ 75.33
Medical Section 123 \$ 76.93		\$ 72.00
<b>Total Non-Taxable Deductions:</b> \$ <u>224.25</u>		\$ <u>76.93</u>
		\$ <u>224.25</u>

**Deductions:**

Deferred Compensation \$ -
Retirement Plan D \$ 61.96
Town Health \$ 61.96
Medical Section 123 \$ 76.93
Credit Union \$ -
Union Dues \$ 31.00
<b>Total Deductions</b> \$ <u>237.84</u>

**Taxable Deductions:**

<i>Credit Union</i>		
Union Dues \$ 33.00		\$ -
<b>Total Taxable Deductions</b> \$ <u>33.00</u>		\$ <u>33.00</u>

**Net Pay:** \$ 1,793.11      \$ 1,874.63      **Net Pay:** \$ 1,894.06



[Redacted Box]

Date of Accident 4/2/08  
 Payroll Start Date 4/2/08  
 Bi-Wkly Statutory Amt \$ 1,437.06

Normal Gross Check \$ 2,236.67 Includes Ed Prev Pay  
 Non-Taxable Wages \$ 450.61  
 Taxable Wages \$ 1,786.06

Earnings While on Workers Compensation  
 \$ 1,437.06 (A) Statutory Amount  
 \$ 450.61 (B) Taxable Amount

Gross Wages: \$ 2,236.67 Includes Ed Prev Pay

Gross Wages \$ 2,236.67  
 IRS Filing Status \$ (348.97)  
 Workers Comp Gross Wages \$ 1,887.70

Federal & State Withhol	Payroll Declaration	IRS Filing Status
Federal Withholding	\$ 315.40	\$ 256.59
Connecticut Withholding	\$ 74.60	\$ 59.93
Social Security	\$ -	\$ -
Medicare	\$ 31.31	\$ 32.43
<b>Total Taxable Withholdings</b>	<b>\$ 421.31</b>	<b>\$ 348.97</b>

Federal & State Withholdings:  
 Federal Withholding \$ -  
 Connecticut Withholding \$ -  
 Social Security \$ -  
 Medicare \$ 5.49  
**Total Taxable Withholdings** \$ 5.49

Non-Taxable Deductions:		
Deferred Compensation	\$ 307.70	\$ 307.70
Retirement Plan D	\$ 63.43	\$ 63.43
Town Health	\$ 62.10	\$ 62.10
Medical Section 125	\$ 15.38	\$ 15.38
<b>Non-Taxable Deductions:</b>	<b>\$ 450.61</b>	<b>\$ 450.61</b>

Deductions:  
 Deferred Compensation \$ 307.70  
 Retirement Plan D \$ 63.43  
 Town Health \$ 62.10  
 Medical Section 125 \$ 15.38  
 Credit Union \$ 250.00  
 Union Dues \$ 33.00  
**Total Deductions** \$ 719.34

Taxable Deductions:		
Credit Union	\$ 250.00	\$ 250.00
Union Dues	\$ 33.00	\$ 33.00
<b>Total Taxable Deductions</b>	<b>\$ 283.00</b>	<b>\$ 283.00</b>

Net Pay: \$ 1,081.73 \$ 1,154.09 Net Pay: \$ 1,162.87