

CONTRACT BETWEEN
THE TOWN OF WEST HARTFORD
AND
WEST HARTFORD POLICE OFFICERS ASSOCIATION
2024-2028



Table of Contents

PREAMBLE	4
ARTICLE I - Recognition	4
ARTICLE II - Union and Town Security	4
ARTICLE III - Management Rights	6
ARTICLE IV - Grievance Procedure	7
ARTICLE V - Holidays and Vacations	9
ARTICLE VI - Leave Provisions	12
ARTICLE VII - Insurance Programs	22
7.1 – Medical Insurance	22
7.2 – Retiree Health and Prescription Drug Plan	25
7.3 – Life Insurance	27
7.4 – Dental Insurance Plan	28
7.5 – Killed in the Line of Duty Funeral Expenses	28
7.6 – Vision Care Program	28
ARTICLE VIII – Pension Plan	28
ARTICLE IX - Pay Plans	42
ARTICLE X - Hours of Work	49
ARTICLE XI - Overtime	53
ARTICLE XII - Court Appearances	55
ARTICLE XIII - Seniority	55
ARTICLE XIV - Uniform & Equipment Allowance	56
ARTICLE XV - Union Business	57
ARTICLE XVI - Education Incentives	58
ARTICLE XVII - General Provisions	59
ARTICLE XVIII - Duration	67

Memoranda of Understanding

Non-Smoking Agreement

68

Attachment A	Outline of Connecticut Partnership Plan 2.0
Attachment B -	Outline of Basic Vision Care Program
Attachment C -	Police Union Dental Benefits
Attachment D -	Summary of Part D Pension Plan by Tier (Date of Hire)
Attachment E -	Summary of Retiree Health Benefit by Tier (Date of Hire)
Attachment F -	Family and Medical Leave Policy – Police Union
Attachment G -	Deleted

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

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

Section 2.2

Any employee who objects to joining or financially supporting labor organizations shall not be required to join or financially support the Union.

Section 2.3

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

Section 2.4

The total amount deducted each month, in accordance with the provisions of Article II, will be remitted by the Town, together with a list of the employees from whose wages such deductions have been made, to such individual and at such address as shall be specified by the Union. Such

remittance shall be made by the last day of the month in which the deductions are made. Such lists shall be in an editable digital file format and include the following information for all employees of the bargaining unit if on file with the employer: full name, job title, department, work location, home email address, work email address, home telephone number, home address, date of hire, rate of pay, dues paid during the reporting period and employment status

Section 2.5

The Town shall deduct contributions from the wages of those employees who have authorized such a deduction. All such contributions shall be remitted to the Union along with a list, in editable electronic format, of each contributor showing the amount deducted. Deductions and remittances shall be on the same schedule as dues deductions.

Section 2.6

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

Section 2.7

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

Section 2.8

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

Section 2.9

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

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

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

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

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

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

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

ARTICLE III - Management Rights

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 ensure 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 their 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, they 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 their 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, they 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 their designated representative shall render their 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 Director of Human Resources within ten (10) calendar days after the decision of the Chief of Police is received. Within seven (7) calendar days after the Director of Human Resources receives such grievance, they 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 Director of Human Resources or their designated representative shall render their 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 Town Manager. Within seven (7) calendar days after the Town Manager receives such grievance, they or their designated representative shall arrange to meet with representatives of the Union for the purpose of adjusting or resolving such grievance. The Town Manager 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.
- Step 5.** If the Union or the Town is not satisfied with the decision of the Town Manager, 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 Town Manager 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 their 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 (1) 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 their 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 their biweekly pay rate) at the appropriate rate for the rank and step occupied by the employee on the first day of the fis-

cal 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 they are not an employee, such reimbursement to be by withholding from their 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
	Juneteenth	
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 they 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 working (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, they will be considered as a new employee, and they 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 they were credited on the first day of the current fiscal year, reflecting the portion of that fiscal year which they have 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 their vacation prior to retirement, and may instead receive payment for such unused vacation at the rate in effect immediately prior to their 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 (five (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 their 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 their 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 their 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 their 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.

If it is discovered that there is a pattern of abuse, the department has the right to address the concern, to investigate, and to pursue progressive discipline, up to and including termination.

Section 6.2

One years' sick leave fifteen (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 (1 ¼) 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 one hundred and seventy-five (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 their 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. Such certificate shall be provided to the Human Resources Department for review and follow-up. 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 1, 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 and 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 their regular rate for all of the sick leave accrued to their credit up to one hundred and fifty (150) working days accrual, but if they so elect, none of such payment shall be included in their compensation for purposes of pension computations. (NOTE: For the two (2) employees on the Grandfathered Super Step (as of July 1, 2024), 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 twenty (20) years of service, but less than twenty five (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 and fifty (150) working days (i.e., one hundred (100) working days payment.) Employees who retire immediately upon separation from town service with twenty five (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 one hundred and fifty (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 the Chief's 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 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 their designee. Extension of this provision may be granted by the Chief or their 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 their 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. No more than two hundred twenty (220) hours of Compensatory time off can be used in a fiscal year.

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 nonwork 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 (1) month, but less than six (6) 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 twenty-four (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 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 Director of Human Resources and shall not be subject to the grievance procedure. The 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 (1) 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 Director of Human Resources, or their designee. Certification from a medical provider shall be required.
3. Upon approval of the 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 (2) 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 (1) 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.

Section 6.16

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.

(c) 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 their temporary light-duty assignment commences. The officer may be forced to their 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 their shift in accordance with the standard bid shift procedures. When such officer starts the new bid they 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 their first or second shift choice in their most recent shift bid.

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. Opt-Out Stipend – Employees who opt-out of the health insurance coverage during the July-June fiscal year will be eligible for a stipend of up to \$2,500 paid in a lump sum in the first full pay date in July following completion of the fiscal year in which the employee opted-out. The stipend will be pro-rated based on the number of full months that health insurance coverage was waived.
- c. Employees on the payroll prior to June 26, 2018 shall contribute two percent (2.0%) of their bi-weekly base wage, not to exceed twenty percent (20%) of the family self-insured equivalent rate, which shall not include the two percent 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 sixteen percent (16%) of the premium cost share of the self-insured equivalent rate for the SPP plan based upon the level of coverage elected.

- d. 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 one hundred percent (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.
- e. 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.
- f. In any negotiations triggered under subparagraph e. above as well as negotiations for a successor to the current collective bargaining agreement, the parties shall consider plan design and premium cost share amounts that were in effect for the 2013-2024 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.
- g. 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.
- h. Employees on the payroll prior to June 26, 2018 shall contribute two point percent (2.0%) of their bi-weekly base wage, not to exceed twenty percent (20%) of the family self-insured equivalent rate, which shall not include the two (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 sixteen percent (16%) of the premium cost share of the self-insured equivalent rate for the SPP based upon the level of coverage elected.
- i. 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.

- j. 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 their 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.
- k. 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.
- l. 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 7.2(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 7.2(a), employees hired on or after July 1, 1986, (including all Tier II and Tier III employees) the term “retired employee” shall be limited to those who are eligible to receive, and actually do receive a normal, unreduced, retirement benefit with twenty (20) years of Credited Service immediately upon separation from Town service.
 - 3. Notwithstanding any other provision of this Section 7.2(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 they meet the requirements of Section 7.2(a)(1) or 7.2(a)(2) whichever is applicable.
- (b) Subject to the limitations set forth in Section 7.2(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 their enrolled dependents in the same health and prescription drug programs which they enjoyed immediately prior to their 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 fifty percent (50%) of the premium cost sharing of membership in accordance with Section 7.2 (d)(1). Already retired employees who retired before the

implementation of the SPP partnership Plan pursuant to this Agreement to extend the existing 2013-2021 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 their 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 2013-2021 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 the SPP or its Group 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 2013-2021 collective bargaining agreement.

- (c) 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.
- (d) Active employees hired prior to June 26, 2018, shall pay one point six five percent (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.

- (e) 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.

- (f) 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.
- (g) Any officer who separates from service without a vested right to retiree health coverage shall be refunded all of their contributions toward retiree health care coverage that they made pursuant to 7.2(d) 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 their 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 their 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 7.2(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 7.2(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 their 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.)

To further the understanding of how this provision is 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.
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 ten (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 (not to include OT or sick time), except that the first increase shall be credited no earlier than two (2) years following the employee's normal retirement date with twenty (20) years of Credited Service nor later than three (3) years following the employee's normal retirement date with twenty (20) 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 their 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 that participate in the 457 plan are eligible for a Town Match of \$750 per calendar year.

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 their illness or injury, they are neither reinstated to their 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 their annual rate of Base Pay in their former position.
- (b) So long as such employee remains in such alternate employment they 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 they had remained in their former position, and had received the salary increases uniformly applicable to their former position.
- (c) If such employee rejects such alternative employment, or having accepted such alternate employment later voluntarily resigns, they 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 they may qualify under the Pension Plan. If such employee accepts such alternate employment, but is later terminated for cause, they shall be eligible for a disability pension from the date of their termination, but computed as of the date of their alternate employment began. If they accept such alternate employment and are later terminated for any other reason, including elimination of their position, they shall be entitled to a disability pension from the date of their termination, computed as of the date their 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 fifty percent (50%) contingent annuity benefit in addition to any other survivorship benefits provided under the Pension Ordinances.

Section 8.8

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 their 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 their retirement allowance until the date they would have reached Normal retirement eligibility, there will be no reduction factor applied.

A Tier 1 member retiring with an Early retirement is not entitled to a COLA benefit and is not entitled to retiree health insurance.

A Tier 1 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 their retirement allowance until the date they 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 their retirement allowance until the date they 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, they would not be entitled to any further benefits from the Pension Plan. If the member leaves their contributions on deposit with the Plan, they 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 their 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 their 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 the employee is 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, the employee is 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:

If you are survived by:	The benefit will be:
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 one and one half 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.

Section 8.9

The following examples are provided pursuant to Article VIII, Section 8.2 (b) (3), the holiday lump sum payments included in Tier I member pension calculations.

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
Education Incentive Pay	\$ 2,000	Monthly Max Benefit
	\$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
Education Incentive Pay	\$ 2,000	Monthly Max Benefit
	\$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	$\$88,764 \times .95 = \$84,326$	
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.

Section 9.0 Deferred Retirement Option Plan (DROP Pilot Plan)

It is agreed to create a Deferred Retirement Option Plan or hereinafter in referred to as DROP Pilot Plan. A DROP is a voluntary and irrevocable benefit program that allows members to continue to work beyond their normal retirement date. In exchange for continuing to work, the Town will set aside their monthly pension payments and upon final separation, the member will receive a lump sum payment of their pension payments. Upon the approval of Town Council, the DROP Pilot Plan will be effective for a four (4) year period and will begin on 7-1-2024.

- Eligible employees must reach their normal retirement date by 7-1-2028. Grandfathered for five (5) years regardless of when the member enters the plan as long as it is before 7-1-2028.

Example: A member reaches normal retirement on 6-15-2028 and volunteers to elect the DROP Pilot Plan for five (5) years. The member would continue to work for the Town and collect their regular salary. On 7-27-2028, their first pension payment, which includes a pro-rated payment for the month of June and payment for the full month of July, will be deposited in a special West Hartford account along with all subsequent payments for five (5) years.

- Minimum participation period is one (1) year with a maximum participation period of five (5) years.
- Employees who elect the DROP Pilot Plan will be entitled to all of the benefits the employee would have received under the Normal Retirement Provisions of the West Hartford Pension Plan Part D. During the DROP period, the following conditions apply:
 - Employees' monthly pension payments will be deposited and held in a special West Hartford account;
 - Employees will not make any additional contributions to the pension plan;
 - Upon inception of the DROP period, the amount of the employee's monthly pension benefit will be calculated as if their normal retirement was at the entry date of the plan;
 - The amount of this monthly pension benefit will not be recalculated for any additional service or earnings paid upon entry to the DROP period.
- Amounts held in the DROP account shall be payable as a lump sum upon separation from Town service and exit from the DROP Pilot Plan. Member will be paid 92% of what was deposited on behalf of the member with no interest calculated.

- Upon completion of the DROP period, the member will be considered a retired employee and will begin to receive their originally calculated monthly retirement pension benefit.
- Any DROP member will be considered retired with respect to the West Hartford Pension Plan Part D, but will not have separated from the Town services for purposes of determining any collectively bargained wage increases until the member separates from the DROP Pilot Plan and fully separates from Town service.
- Members will remain at their current rank, with all union benefits including but not limited to promotional opportunities and all accrued time during the DROP period.
- If conditions arise that the employee does not or cannot complete one (1) year in the DROP Pilot Plan, the employee will agree to notify the Chief of Police and Human Resources within one (1) year. If the employee participated in the DROP Pilot Plan for more than one (1) month but less than one (1) year, that employee will be entitled to 92% of the DROP plan payments made to the designated West Hartford account with no interest calculated.

The parties agree that this is a pilot program. The measurable success of the program will determine if the DROP Pilot Plan becomes a standard option for the members of the West Hartford Police Union.

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, 2024; July 1, 2025; July 1, 2026, July 1, 2027.

PD Assistant Animal Control Officer (PD01)

STEP	LEVEL	EFF DATE	% Inc	BW SALARY	ANNUAL
Step 1	Start	7/1/2023	2.00%	2,443	63,518
Step 2	1 YOS	7/1/2023	2.00%	2,573	66,898
Step 3	2 YOS	7/1/2023	2.00%	2,679	69,654
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
Step 7 (SS)	Super Step	7/1/2023		3,270	85,020
Step 1	Start	7/1/2024	3.00%	2,516	65,416
Step 2	1 YOS	7/1/2024	3.00%	2,650	68,900

Step 3	2 YOS	7/1/2024	3.00%	2,759	71,734
Step 4	3 YOS	7/1/2024	3.00%	2,791	72,566
Step 5	4 YOS	7/1/2024	3.00%	2,997	77,922
Step 6	5 YOS	7/1/2024	3.00%	3,208	83,408
Step 1	Start	7/1/2025	3.25%	2,598	67,548
Step 2	1 YOS	7/1/2025	3.25%	2,736	71,136
Step 3	2 YOS	7/1/2025	3.25%	2,849	74,074
Step 4	3 YOS	7/1/2025	3.25%	2,882	74,932
Step 5	4 YOS	7/1/2025	3.25%	3,094	80,444
Step 6	5 YOS	7/1/2025	3.25%	3,312	86,112
Step 1	Start	7/1/2026	3.25%	2,682	69,732
Step 2	1 YOS	7/1/2026	3.25%	2,825	73,450
Step 3	2 YOS	7/1/2026	3.25%	2,942	76,492
Step 4	3 YOS	7/1/2026	3.25%	2,976	77,376
Step 5	4 YOS	7/1/2026	3.25%	3,195	83,070
Step 6	5 YOS	7/1/2026	3.25%	3,420	88,920
Step 1	Start	7/1/2027	3.50%	2,776	72,176
Step 2	1 YOS	7/1/2027	3.50%	2,924	76,024
Step 3	2 YOS	7/1/2027	3.50%	3,045	79,170
Step 4	3 YOS	7/1/2027	3.50%	3,080	80,080
Step 5	4 YOS	7/1/2027	3.50%	3,307	85,982
Step 6	5 YOS	7/1/2027	3.50%	3,540	92,040

PD Animal Control Officer (PD02)

STEP	LEVEL	EFF DATE	% Inc	BW SALARY	ANNUAL
Step 1	Start	7/1/2023	2.00%	3,996	103,896
Step 2	1 YOS	7/1/2023	2.00%	4,246	110,396
Step 3 (SS)	Super Step	7/1/2023		4,458	115,908
Step 1	Start	7/1/2024	3.00%	4,116	107,016
Step 2	1 YOS	7/1/2024	3.00%	4,373	113,698
Step 1	Start	7/1/2025	3.25%	4,250	110,500
Step 2	1 YOS	7/1/2025	3.25%	4,515	117,390
Step 1	Start	7/1/2026	3.25%	4,388	114,088
Step 2	1 YOS	7/1/2026	3.25%	4,662	121,212

Step 1	Start	7/1/2027	3.50%	4,542	118,092
Step 2	1 YOS	7/1/2027	3.50%	4,825	125,450

PD Officer (PD03)

STEP	LEVEL	EFF DATE	% Inc	BW SALARY	ANNUAL
Step 1	Start	7/1/2023	2.00%	2,832	73,632
Step 2	1 YOS	7/1/2023	2.00%	2,976	77,376
Step 3	2 YOS	7/1/2023	2.00%	3,141	81,666
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
Step 7 (\$S)	Super Step	7/1/2023		3,838	99,788
Step 1	Start	7/1/2024	3.00%	2,917	75,842
Step 2	1 YOS	7/1/2024	3.00%	3,065	79,690
Step 3	2 YOS	7/1/2024	3.00%	3,235	84,110
Step 4	3 YOS	7/1/2024	3.00%	3,355	87,230
Step 5	4 YOS	7/1/2024	3.00%	3,505	91,130
Step 6	5 YOS	7/1/2024	3.00%	3,765	97,890
Step 1	Start	7/1/2025	3.25%	3,012	78,312
Step 2	1 YOS	7/1/2025	3.25%	3,165	82,290
Step 3	2 YOS	7/1/2025	3.25%	3,340	86,840
Step 4	3 YOS	7/1/2025	3.25%	3,464	90,064
Step 5	4 YOS	7/1/2025	3.25%	3,619	94,094
Step 6	5 YOS	7/1/2025	3.25%	3,887	101,062
Step 1	Start	7/1/2026	3.25%	3,110	80,860
Step 2	1 YOS	7/1/2026	3.25%	3,268	84,968
Step 3	2 YOS	7/1/2026	3.25%	3,449	89,674
Step 4	3 YOS	7/1/2026	3.25%	3,577	93,002
Step 5	4 YOS	7/1/2026	3.25%	3,737	97,162
Step 6	5 YOS	7/1/2026	3.25%	4,013	104,338
Step 1	Start	7/1/2027	3.50%	3,219	83,694
Step 2	1 YOS	7/1/2027	3.50%	3,382	87,932
Step 3	2 YOS	7/1/2027	3.50%	3,570	92,820
Step 4	3 YOS	7/1/2027	3.50%	3,702	96,252
Step 5	4 YOS	7/1/2027	3.50%	3,868	100,568

Step 6	5 YOS	7/1/2027	3.50%	4,153	107,978
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PD Sergeant (PD04)

STEP	LEVEL	EFF DATE	% Inc	BW SALARY	ANNUAL
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
Step 4 (SS)	Super Step	7/1/2023		4,614	119,964
Step 1	Start	7/1/2024	3.00%	4,116	107,016
Step 2	1 YOS	7/1/2024	3.00%	4,285	111,410
Step 3	2 YOS	7/1/2024	3.00%	4,526	117,676
Step 4 (SS)	Super Step Grandfathered	7/1/2024	3.00%	4,752	123,552
Step 1	Start	7/1/2025	3.25%	4,250	110,500
Step 2	1 YOS	7/1/2025	3.25%	4,424	115,024
Step 3	2 YOS	7/1/2025	3.25%	4,673	121,498
Step 4 (SS)	Super Step Grandfathered	7/1/2025	3.25%	4,906	127,556
Step 1	Start	7/1/2026	3.25%	4,388	114,088
Step 2	1 YOS	7/1/2026	3.25%	4,568	118,768
Step 3	2 YOS	7/1/2026	3.25%	4,825	125,450
Step 4 (SS)	Super Step Grandfathered	7/1/2026	3.25%	5,065	131,690
Step 1	Start	7/1/2027	3.50%	4,542	118,092
Step 2	1 YOS	7/1/2027	3.50%	4,728	122,928
Step 3	2 YOS	7/1/2027	3.50%	4,994	129,844
Step 4 (SS)	Super Step Grandfathered	7/1/2027	3.50%	5,242	136,292

PD Lieutenant (PD05)

STEP	LEVEL	EFF DATE	% Inc	BW SALARY	ANNUAL
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
Step 4 (SS)	Super Step	7/1/2023		5,027	130,702
Step 1	Start	7/1/2024	3.00%	4,464	116,064

Step 2	1 YOS	7/1/2024	3.00%	4,660	121,160
Step 3	2 YOS	7/1/2024	3.00%	4,932	128,232
Step 4 (SS)	Super Step Grandfathered	7/1/2024	3.00%	5,178	134,628
Step 1	Start	7/1/2025	3.25%	4,609	119,834
Step 2	1 YOS	7/1/2025	3.25%	4,811	125,086
Step 3	2 YOS	7/1/2025	3.25%	5,092	132,392
Step 4 (SS)	Super Step Grandfathered	7/1/2025	3.25%	5,346	138,996
Step 1	Start	7/1/2026	3.25%	4,759	123,734
Step 2	1 YOS	7/1/2026	3.25%	4,967	129,142
Step 3	2 YOS	7/1/2026	3.25%	5,257	136,682
Step 4 (SS)	Super Step Grandfathered	7/1/2026	3.25%	5,520	143,520
Step 1	Start	7/1/2027	3.50%	4,926	128,076
Step 2	1 YOS	7/1/2027	3.50%	5,141	133,666
Step 3	2 YOS	7/1/2027	3.50%	5,441	141,466
Step 4 (SS)	Super Step Grandfathered	7/1/2027	3.50%	5,713	148,538

PD Captain (PD06)

STEP	LEVEL	EFF DATE	% Inc	BW SALARY	ANNUAL
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
Step 4 (SS)	Super Step	7/1/2023		5,392	140,192
Step 1	Start	7/1/2024	3.00%	4,815	125,190
Step 2	1 YOS	7/1/2024	3.00%	5,047	131,222
Step 3	2 YOS	7/1/2024	3.00%	5,289	137,514
Step 4 (SS)	Super Step Grandfathered	7/1/2024	3.00%	5,554	144,404
Step 1	Start	7/1/2025	3.25%	4,971	129,246
Step 2	1 YOS	7/1/2025	3.25%	5,211	135,486
Step 3	2 YOS	7/1/2025	3.25%	5,461	141,986
Step 4 (SS)	Super Step Grandfathered	7/1/2025	3.25%	5,735	149,110
Step 1	Start	7/1/2026	3.25%	5,133	133,458
Step 2	1 YOS	7/1/2026	3.25%	5,380	139,880
Step 3	2 YOS	7/1/2026	3.25%	5,638	146,588
Step 4 (SS)	Super Step Grandfathered	7/1/2026	3.25%	5,921	153,946

Step 1	Start	7/1/2027	3.50%	5,313	138,138
Step 2	1 YOS	7/1/2027	3.50%	5,568	144,768
Step 3	2 YOS	7/1/2027	3.50%	5,835	151,710
Step 4 (SS)	Super Step Grandfathered	7/1/2027	3.50%	6,128	159,328

PD Detective (PD07)

STEP	LEVEL	EFF DATE	% Inc	BW SALARY	ANNUAL
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
Step 3 (SS)	Super Step	7/1/2023	2.00%	4,283	111,358
Step 1	Start	7/1/2024	3.00%	3,853	100,178
Step 2	1 YOS	7/1/2024	3.00%	4,201	109,226
Step 1	Start	7/1/2025	3.25%	3,978	103,428
Step 2	1 YOS	7/1/2025	3.25%	4,338	112,788
Step 1	Start	7/1/2026	3.25%	4,107	106,782
Step 2	1 YOS	7/1/2026	3.25%	4,479	116,454
Step 1	Start	7/1/2027	3.50%	4,251	110,526
Step 2	1 YOS	7/1/2027	3.50%	4,636	120,536

Section 9.2

Each employee shall be eligible to advance to the next step in their 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 their service at the step from which they are 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 their 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, they shall be paid at the rate shown in Step A for the position to which they are 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, they shall receive one and one half hours (1.5) at their regular rate of pay (in addition to their 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 five percent (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 officers reach twenty (20) years of credited service under the provisions of the Pension Plan.

Eligibility for placement on the new additional step has sunset effective June 30, 2024.

Officers who were 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. As of July 1, 2024, one (1) Sergeant and one (1) Captain are grandfathered into this Super Step.

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 (1) full year after placement on said additional step in order to utilize the wages received from said step placement in any calculation of their retirement benefits, except for the calculation of sick leave in retirement benefits stated in Article 6, Section 6.7.

Section 9.9

At the discretion of the Chief of Police, when a certified police officer is hired (a lateral hire or from a comparable agency), their initial step on the wage scales will match their fully completed years of service at their prior agency. i.e. four (4) years of service will start at Step 5. In addition, upon hiring their vacation accruals will also match their years of service at their prior agency per Article V - Holidays and Vacations.

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. Non-supervisory Police Officers assigned to the Patrol Division will work a 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 forty (40) hour schedule that week and it is considered outside of the 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 person 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 their 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 they are able to secure another employee with the approval of a Shift Commander to work in their 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 it 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 (5) 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 their 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 their 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 (2) years plus a one (1) 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 (1) 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 their discretion. Upon completion of their 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 (2) week posting process, the Chief or their 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 (1) 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 leave a shift based solely on how much time they have consecutively spent on that shift. No officer/supervisor shall be forced to work more than two (2) consecutive, three-month bid periods on C-squad.
- (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 or their designee 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 or their designee 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 or their designee.
- (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 their five (5) assigned tours in any week, as described in Article X, to the extent that their 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 their 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 (1½) times their 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 (1½) times their 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 (1½) times their 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, they shall be paid for any additional hour or portion thereof at two (2) times their 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 (4) hours at one and one-half (1½) 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 their 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 4/2-4/2 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 (32) hours or any tour of duty in excess of eight hours, such hours shall be paid at one and one-half (1½) times the hourly rate. Other provisions of this Article above shall still apply.

Section 11.7

For the 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.

ARTICLE XII - Court Appearances

Section 12.1

- (a) Any Police Officer in any off duty capacity, that is scheduled or called to an administrative or judicial proceeding, shall be subject to a minimum of six (6) hours of pay at their current regular rate of 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, they 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 (6) 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 (3) 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 their seniority in the next lower rank or classification that they 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 their desire to return to work within one (1) week of notification.
- (d) An employee who exercises their right to displace shall be returned to the position they vacated should an opening occur therein at any time in the future, so long as they remain 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 capsicum (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 their 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 \$1,170 shall be paid to employees in the position of Detective effective July 1, 2024. Such allowance shall be increased by \$20 per fiscal year starting on July 1, 2025. 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 their 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 their 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 their 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 (4½) 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 of sixty (60) semester hours at an accredited college or university in or any Associate's Degrees an additional one thousand dollars (\$1,000).
- (b) For satisfactory completion of ninety (90) semester hours at an accredited college or university an additional one thousand-five hundred dollars (\$1,500).
- (c) For satisfactory completion of one hundred twenty (120) semester hours at an accredited college or university in or any Bachelor's Degrees an additional two thousand dollars (\$2,000).
- (d) If an employee is subsequently promoted, they 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 and \$30,000 - beginning July 1, 2024) per fiscal year. 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 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 under the provisions of the Connecticut Workers' Compensation Act and shall supplement the Workers' Compensation payments of the insurance company so that the employee will receive full pay (less the amount of any worker's compensation award made for temporary disability due to said injury) during this absence, provided that such supplementary benefits shall end one (1) year from the date on which the injuries were sustained; provided, however, that in the sole discretion of the Town's Human Resources Director and Risk Manager, based solely upon the written referral for a latent surgery or procedure by the authorized treating physician, the same time period may be extended up to an additional ninety (90) calendar days. In addition to the foregoing, an employee's paid leave may be extended for an indefinite period, in the sole discretion of the Town's Human Resources Director and Risk Manager if it is determined that such extension is in the best interest of the Town and the employee concerned. To be eligible for any extensions, the employee must, if directed by the Town, submit an application for disability retirement to the Pension Board and/or submit to a physical examination by a physician authorized by the Town to determine the approximate length of time necessary to return to duty. The Town may, in its sole discretion, at any time during the extension, terminate such indefinite period extension if the Town determines that the extension is no longer in the best interest of the Town and the employee concerned. In that event, the employee is released to work in any capacity by the authorized treating physician and refuses any light duty assignment, in the sole and exclusive discretion of the Town may either be placed on unpaid leave status (after the employee is allowed to exhaust all accrued leave) or separated from employment.
- (b) When so directed by the Town, an employee out of work due to an on-the-job injury shall present himself or herself for a medical examination. The Town will bear the full expense of said examination. The failure of such employee to present himself or herself for an examination as directed will operate to automatically terminate any payments under this Section.
- (c) 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.

- (d) 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.
- (e) 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).
- (f) Whenever an employee out of work due to an on-the-job injury becomes physically able, as provided by the authorized treating physician, to perform some useful light duty work for the Town as deemed appropriate by the Chief of Police, he or she may be required to do so as a condition to receiving the benefits specified in Section (a) above.

Section 17.14

Any employee who must use their own car to attend schools, seminars or other functions which are job related, and which they are 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 Civilian Police Review Board (CPRB), 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) Family and Medical Leave Act policy, as amended, Attachment F.
- (c) 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 six (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 six (6) points. All other employees will receive a prorated number of points based on their 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 their 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 six (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 six (6) points. All other employees will receive a prorated number of points based on their 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 their 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:
 - Written 60% (Passing Score of 70%)
 - Oral Board 40% (Passing Score 70%)
 - Time in Service up to additional six (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 six(6) points. All other employees will receive a prorated number of points based on their 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 their 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:
 - Written Exam 60% (Passing Score 70%)
 - Oral Board 40% (Passing Score 70%)
 - Time in Service up to additional six (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 their 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 (2) dates. Employee B was promoted to Lieutenant June 15, 2008. There were 2,686 days between their 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 (3) 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, 2024 until June 30, 2028 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


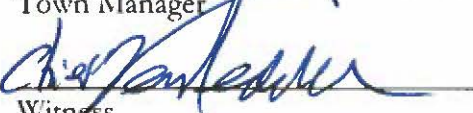
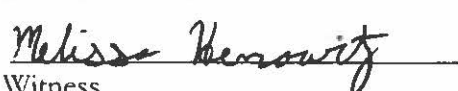
This contract contains the full and complete agreements on all negotiable issues whether covered or not covered in this Contract, and except as specifically provided herein, neither party shall be obligated to negotiate on any issue during the term of this Contract.

Section 18.3




Between December 1, 2027 and January 1, 2028, 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 7th day of NOVEMBER, 2024.

TOWN OF WEST HARTFORD

By 
Town Manager

Witness

Witness

WEST HARTFORD POLICE OFFICERS
ASSOCIATION

By 
President

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

December 14, 1988

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

December 14, 1988

INDEX

<u>Section Reference</u>	<u>Subject</u>	<u>Page Number</u>
4.1	Arbitration	7
10.8(b),(c)	Assignments, Limited	51-52
10.8(a)	Assignments, Unlimited	51
10.9	Bid Shifts	51-52
14.2(b)	Bulletproof Vests	56-57
8.6	Buyback, Eligible Pension Service	34
17.15	Civilian Police Review Board	62
9.1	Classification Plan	42-47
14.3	Clothing Allowance	57
7.1(h), 7.2(f)	COBRA Rights	24,27
6.13	Compensatory Time	15
8.2(c)(4), (d)(3)	Cost of Living Adjustments, Pension	30-32
8.2(c)(4)	Cost of Living Adjustments, Tier II Examples	30-31
12.1	Court Appearances	55
17.2	Damage to Personal Property	59
8.2(b)(4), (c)(5), (d)(4)	Deferred Compensation, Town Match	29, 31, 32
7.4, Attachment C	Dental Insurance Coverage	28
17.18	Direct Deposit of Payroll Checks	63
8.4	Disability Pension	33
4.9	Disciplinary Records, Removal from file	9
9.0	DROP Plan - Delayed Retirement Option Plan	41
18.1	Duration of Agreement	67
16.1	Education, Incentive Pay	58
6.8, Attachment F	Family and Medical Leave (FMLA)	14
6.8	Family Illness	14
9.7	Field Training Officers (FTO), Compensation	48
7.5	Funeral Expenses, Killed in Line of Duty	28
6.10, 6.11	Funeral Leave	15
4.1 - 4.8	Grievance Procedure	7-9
Attachment E	Health Benefit Summary, Retiree Benefit by Tier Level	
7.1(j)	Health Benefits, for surviving dependents of active employees	25
6.12	Health Benefits, Leave of Absence w/o Pay	15
7.1, Attachment A	Health Plan, Defined	22-25
7.1(c)	Health Plan, Employee Contribution	23
7.1(d)	Health Plan, Health Enhancement Plan (HEP)	23
7.1(i)	Health Plan, Open Enrollment	24
7.1(b)	Health Plan, Opt-Out Stipend	23

7.2	Health Plan, Retiree	25
5.1	Holiday Pay, Lump Sum	9-10
8.9	Holiday Pay, Lump Sum for Tier 1 pension	38-40
5.2	Holidays	10
10.1	Hours of Work	49
10.1(c)	Hours of Work, In-Service Training	49
17.5	Identification Card	60
17.3	Jury Duty	59
13.4	Lay-offs	56
6.12	Leaves of Absence w/o Pay	15
6.12	Leaves of Absence w/o Pay - Medical Coverage	15
7.3	Life Insurance, Active Employee	27
7.3	Life Insurance, At Retirement	27
6.16	Light Duty, Temporary	18-22
3.1	Management Rights	6-7
7.2(e)	Medicare Supplement Plan	27
9.2	Merit Increases	47
17.14	Mileage Reimbursement	62
6.14	Military Leave	16
2.8	No Strike/No Lockout	5
	Non-Smoking Agreement	68
11.4	On-Call Status	54
10.4	Overtime, Assignment of	50
11.1, 11.2	Overtime, Compensation	53
11.7	Overtime, Disbursement of Will Work/OT for Captains	54
11.5	Overtime, Distribution of Work	54
11.2	Overtime, Extended Service	53
11.3	Overtime, Private Duty Job	53
11.6	Overtime, Related to 4/2 work schedule	54
9.1	Pay Plans	42-47
9.2	Pay Plans, Advancement Through Schedule	47
9.4	Pay Plans, Denial of Advancement	48
9.5	Pay Plans, Promotion	48
9.6	Paychecks	48
8.6	Pension Plan, Buyback of Qualifying Service	34
8.2(c)(4), (d)(3)	Pension Plan, Cost of Living Adjustments	30-32
8.2	Pension Plan, Defined	29
8.4	Pension Plan, Disability Pension	33
8.3	Pension Plan, Employee Contributions	32-33
8.2(b)(3), (c)(3), (d)(2)	Pension Plan, Maximum Benefit	29-31

Attachment D	Pension Plan, Summary of Part D Plan by Tier Level	
8.3, 8.7, 8.8 (C)&(D)	Pension Plan, Survivorship Benefits	32-34
6.9(a)	Personal Business Leave	14
6.9(b)	Personal Business Leave, Carryover Exceptions	14
13.1(b)	Probationary Period, Original Appointment	55
17.12(a)	Promotional Appointment	60
17.19	Promotional Process	63-66
1.0	Recognition of Union	4
7.2	Retiree Health Benefits / Prescription Drug Plan	25-27
7.2(b)	Retiree Health Benefits, Employee Contributions for PPO	25-26
8.8(A)	Retirement - Early Retirement Examples	34-36
8.2(b) Attachment D	Retirement Plan, Tier I	29
8.2(c) Attachment D	Retirement Plan, Tier II	29-31
8.2(d) Attachment D	Retirement Plan, Tier III	31-32
8.8(B)	Retirement Vesting Provisions	36-37
17.9	Revolver Club Contribution, Town	60
13.2	Seniority, Break In	55
13.1(a)	Seniority, Defined	55
13.3	Seniority, Loss of	55
10.9(j)	Shift Bid, Forced to C Squad Limits	51
10.9(j)	Shift Bid, No Time Limits on Same Shift	51
10.9	Shift Bid, Process	51-52
10.5, 10.9(k)	Shift Exchange Requests	50,51-52
10.6	Shift Swaps	50
6.1	Sick Leave	12
6.2	Sick Leave, Accrual	12-13
6.15	Sick Leave, Donation Bank	16-18
6.6	Sick Leave, During Leave of Absence w/o Pay	13
5.9	Sick Leave, During Scheduled Vacation	12
6.8	Sick Leave, Family Illness	14
6.4	Sick Leave, Hardship Request	13
6.3, 6.5	Sick Leave, Physician Certification	13
6.7	Sick Leave, Upon Retirement by Tier	13-14
6.7	Sick Leave, Upon Separation of Service	13-14
7.1	State Partnership Health Plan (SPP)	22
9.8	Superstep 5% Retention Plan	48
7.1(j)	Survivorship Medical Benefits, Death of Active Employee	25
7.2(f)	Survivorship Medical Benefits, Death of Retired Employee	27
7.1(k)	Tax Savings Plan	25
17.12(b)-(d)	Temporary Appointment	60-61
9.9	Transfer Officers - Starting Pay / Vacation accruals	49

16.2	Tuition Reimbursement	59
14.1	Uniform and Equipment	56
14.2(a)	Uniforms and Equipment, Replacement	56
15.1	Union Business, Contract Negotiation	57
15.2	Union Business, Grievance Resolution	58
15.3	Union Business, Time Off w/ Pay	58
2.1	Union Dues	4
2.2	Union Membership Objections	4
4.8	Union Representation, Probationary Employees	9
5.3	Vacation, Accrual	10
5.4	Vacation, Maximum Accrual	11
5.7	Vacation, Requests and Approval	12
5.6(d)	Vacation, Terminal Leave	11
5.6	Vacation, Upon Separation of Services	11
14.2(b)	Vests - Bulletproof	57
7.6 Attachment B	Vision Plan	28
9.1	Wage Schedules	42-47
17.10	Wall Lockers	60
10.9	Work Schedules	51-52
17.13	Workers' Compensation	61-62

CONNECTICUT PARTNERSHIP PLAN



A Great Opportunity for Very Valuable Healthcare Coverage

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

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

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

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

*Source: Healthcare Bluebook: healthcarebluebook.com

POS MEDICAL BENEFIT SUMMARY

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

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

¹ OUT OF NETWORK: Within your carrier's immediate service area, deductible plus 40% coinsurance.
Outside of carrier's immediate service area: deductible plus 20% coinsurance.

(continued on next page)

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

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

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

When you need information about your benefits...

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

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

When you need benefits support...

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

Earn incentives

If you select a Provider of Distinction for a qualifying procedure, you can earn a cash reward!

Visit **CareCompass.CT.gov/providersofdistinction** to search by procedure, provider or facility, or call 833-740-3258 to speak with a personal Care Coordinator.

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

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

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

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

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

When you're injured...

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

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

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

Help Managing and Reversing Diabetes

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

Help Preventing Diabetes

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

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

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

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

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

Preferred and Non-Preferred Brand-Name Drugs

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

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

If You Choose a Brand Name When a Generic Is Available

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

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

Mandatory 90-day Supply for Maintenance Medications

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

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

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

Health Enhancement Program Requirements

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

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

* Dental cleanings are required for family members who are participating in a dental plan sponsored by your employer

** Or as recommended by your physician

† NEW: colorectal screening age requirements lowered to 45 years of age for calendar year 2022 as recommended by US Task Force on Preventive Services

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

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

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

Additional Requirements for Those With Certain Conditions

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

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

If You Do Not Comply with the requirements of HEP

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

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

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

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



CONNECTICUT PARTNERSHIP PLAN



YOUR BENEFIT RESOURCES

Office of the State Comptroller, Healthcare Policy & Benefit Services Division

www.osc.ct.gov/ctpartner

860-702-3560

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

Quantum Health

CareCompass.CT.gov or login to your benefits portal from Care Compass

833-740-3258

Prescription drug benefits

CVS Caremark

CareCompass.CT.gov/state/pharmacy or login to your benefits portal from Care Compass

1-800-318-2572

Dental and Vision Rider benefits

Cigna

CareCompass.CT.gov/state/pharmacy or login to your benefits portal from Care Compass

1-800-244-6224

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

Attachment B

Town of West Hartford, CT.



Vision Benefit Summary

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

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

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

Benefit Frequency

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

In-Network Services

Copays

Exam(s)	\$0.00
Materials	\$0.00

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

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

Lens Options

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

Contact Lens Benefit³

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

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

Exam(s)	Up to \$50.00
Frames	Up to \$50.00
Single Vision Lenses	Up to \$40.00
Lined Bifocal Lenses	Up to \$60.00
Lined Trifocal Lenses	Up to \$80.00
Lenticular Lenses	Up to \$80.00
Elective Contacts in Lieu of Eye Glasses ³	Up to \$105.00
Necessary Contacts in Lieu of Eye Glasses ⁴	Up to \$210.00

Discounts

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

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

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

¹ On all orders processed through a company owned and contracted Lab network.

² 30% discount available at participating network provider locations. May exclude certain frame manufacturers. Please verify all discounts with your provider.

³ Contact lenses are in lieu of eyeglass lenses and/or eyeglass frames. Coverage for Selection contact lenses does not apply at Costco, Walmart or Sam's Club locations. The allowance for Non-selection contact lenses will be applied toward the fitting/evaluation fee and purchase of all contacts.

⁴ Necessary contact lenses are determined at the provider's discretion for one or more of the following conditions: Following cataract surgery without intraocular lens implant; to correct extreme vision problems that cannot be corrected with eyeglass lenses and/or frames; with certain conditions such as anisometropia, keratoconus, irregular cornea/astigmatism, aphakia, facial deformity, or corneal deformity. If your provider considers your contacts necessary, you should ask your provider to contact UnitedHealthcare vision confirming the reimbursement that UnitedHealthcare will make before you purchase such contacts.

Important to Remember

NETWORK

- Always identify yourself as a UnitedHealthcare vision member when making your appointment.
- Your participating provider will help you determine which contact lenses are available in the UnitedHealthcare selection.
- Your contact lens allowance is applied to the fitting/evaluation fees as well as the purchase of non-selection contact lenses. For example, if your allowance is \$105.00 and the fitting/evaluation fee is \$35, you will have \$70.00 toward the purchase of contact lenses. The allowance may be separated at some retail chain locations between the examining physician and the optical store. Evaluation and fitting fee may vary among providers and type of fitting. Your material copay is waived when purchasing non-selection contacts.
- Patient options such as UV, progressive lenses, etc., which are not covered-in-full, may be available at a discount at participating providers.

CHOICE AND ACCESS OF VISION CARE PROVIDERS

UnitedHealthcare offers its vision program through a national network including both private practice and retail chain providers. To access the Provider Locator service, visit our website at www.myuhcvision.com or call 800-638-3120, 24 hours a day, seven days a week. You may also view your benefits, search for a provider or print an ID card online at myuhcvision.com.

Retain this UnitedHealthcare vision benefit summary which includes detailed benefit information and instructions on how to use the program.

Please refer to your Certificate of Coverage for a full explanation of benefits.

Network Provider - copays and non-covered patient options are paid to provider by program participant at the time of service.

Non-Network Provider - participant pays full fee to the provider, and UnitedHealthcare reimburses the participant for services rendered up to the maximum allowance. Copays do not apply to non-network benefits. All receipts must be submitted at the same time to the following address: UnitedHealthcare Vision.

Written proof of loss should be given to the Company within 90 days after the date of loss. If it was not reasonably possible to give written proof in the time required, the company will not reduce or deny the claim for this reason. However, proof must be filed as soon as reasonably possible, no later than 1 year after the date of service unless the covered person was legally incapacitated.

Customer Service is available toll-free at 1-800-638-3120 from 8:00 a.m. to 11:00 p.m. Eastern Time Monday-Friday and 9:00 a.m. to 6:30 p.m. Eastern Time on Saturday.

Please note: If there are differences in this document and the Group Policy, the Group Policy is the governing document. Please consult the applicable policy/certificate of coverage for a full description of benefits, including exclusions and limitations.

The following services and materials are excluded from coverage under the Policy: Post cataract lenses; Non-prescription items; Medical or surgical treatment for eye disease that requires the services of a physician; Workers' Compensation services or materials; Services or materials that the patient, without cost, obtains from any governmental organization or program; Services or materials that are not specifically covered by the Policy; Replacement or repair of lenses and/or frames that have been lost or broken; Cosmetic extras, except as stated in the Policy's Table of Benefits.

UnitedHealthcare vision coverage provided by or through UnitedHealthcare Insurance Company, located in Hartford, Connecticut, UnitedHealthcare Insurance Company of New York, located in Islandia, New York, or their affiliates. Administrative services provided by Spectera, Inc., United HealthCare Services, Inc. or their affiliates. Plans sold in Texas use policy form number VPOL.06.TX or VPOL.13.TX and associated COC form number VCOC.INT.06.TX or VCOC.CER.13.TX. Plans sold in Virginia use policy form number VPOL.06.VA or VPOL.13.VA and associated COC form number VCOC.INT.06.VA or VCOC.CER.13.VA.





ATTACHMENT C

**Town of West Hartford – Group # 4121
Delta Dental PPO plus Premier™
Police**

	<u>If a Delta Dental PPO™ Network Dentist is Used</u>	<u>If a Delta Dental Premier® or Non-Network Dentist is Used</u>
Calendar Year Deductible		
• Per Person	\$50	\$50
• Family Aggregated Maximum	\$150	\$150
	<u>Plan Pays:</u>	<u>Plan Pays:</u>
Preventive & Diagnostic (No Deductible)	100%	100%
• Exams, Cleanings, Bitewing X-Rays (2 per calendar year per person)		
• X-rays, full mouth series or panoramic (1 per 3 years)		
• Fluoride Treatment (2 per calendar year for children to age 19)		
• Sealants (To age 16) & Space Maintainers (To age 14)		
Remaining Basic (After Deductible)	80%	80%
• Fillings, Extractions, Root Canals (Endodontics)		
• Periodontal, Oral Surgery		
• Repair of Dentures & Removable Prosthodontics		
Crowns & Prosthodontics (After Deductible)	Not a Benefit	Not a Benefit
• Crowns, Inlay & Gold Restorations		
• Bridgework, Full & Partial Dentures		
Calendar Year Maximum (Per Person)	\$1,250	\$1,250

Dependent children are covered to age 27.

Delta Dental's Oral Health Enhancement Option enables you to receive up to four dental cleanings and/or periodontal maintenance procedures in any combination per benefit period if you have been treated for periodontal disease in the past. For the additional dental cleaning and/or periodontal maintenance procedures to be covered, you must have had periodontal surgery or periodontal scaling and planning in the past. Details on how to qualify can be found in your benefit booklet. In addition, members with defined medical conditions such as Diabetes, Cardiovascular Disease, Pregnancy or are undergoing certain Cancer treatments may qualify for up to two additional cleaning when certified by a physician or dentist.

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

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

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

If you do not have a dentist, you may obtain a current listing of participating dentists by visiting our website at deltadentalct.com. At the time of your first appointment, tell the dentist that you are covered under this program and provide your group number and ID number. Your dependents, if covered, should provide the employee's ID number.

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

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

Everyone Deserves a Healthy Smile



Thank you for choosing Delta Dental of Connecticut!

Check out these helpful tips to navigate the easy-to-use online member tools on our website.

MySmile®

Find free tools that make navigating your Delta Dental benefits simple and secure. The subscriber and any adult dependents on the plan can create their account with or without an ID number.

Find a Dentist

Locate a dentist near where you work or live at DeltaDentalCT.com/FAD.

View and Print ID Cards

Log in to MySmile and download your ID card from your dashboard.

Dental Care Cost Estimator

Find cost ranges for common dental care needs.

Dental Central

Read articles on the connection between a healthy smile and overall well-being. Check out [grin! magazine](#), too!

There are two easy ways to register on MySmile—from your computer or from your smartphone.

- 1 Visit DeltaDentalCT.com/MySmile and click "Register."
- 2 Choose if you're a subscriber or dependent, and select "Continue" at the bottom of the page.
- 3 Enter your name, member ID, and birthdate, and select "Continue."
- 4 Create a user name and password when prompted. Read and check the box to "Agree to Terms of Use" for our website. Click "Continue," and you should receive a verification code within five minutes, but no longer than 24 hours.
- 5 Enter the code, and click "Continue."
- 6 You now will be able to print an ID card and access your account using your newly created username and password!



Questions about your benefits or need help with online tools? Call **800-452-9310**.



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3-2023

Town of West Hartford Pension Plan Exhibit
Part D

ATTACHMENT 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
TIER 1 - Hired prior to August 1, 2006	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 5/8 times years of Credited Service multiplied by Average Final Compensation, as of July 1, 2006 or hired prior to August 1, 2006, 80% of AIC for 30+ years of service (excluding buyback)	One-half of the sick leave accrued up to 120 days, plus 1/3 of the additional sick leave accrued up to an additional 50 working days calculated as (calculated # sick days) x 12 x (biweekly 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 (3) highest calendar years of compensation, prior to date of actual retirement. Unused sick pay included in pension calculation per C.B.A.	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 \$5 basis of the first \$1,250 each calendar year.
TIER 2 - Hired on or after August 1, 2006, but prior to June 26, 2018	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 5/8 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 private duty and will works). Anyone on the payroll as of July 1, 2006 or hired thereafter but prior to June 26, 2018, 80% of AIC for 30+ years of service (excluding buyback).	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.	The average of the three (3) highest years of compensation, calculated as Base Pay in each of the three (3) 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 on each calendar year.	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).	Yes - 2% each July, not earlier than two (2) years, but not later than three (3) yrs following the employee's retirement date.	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.	No match
TIER 3 - Hired on or after June 26, 2018	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 10/8 times years of Credited Service multiplied by the average of the member's three (3) 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 80% adjustment at 30 years of Credited Service.	No sick leave included in pension calculation and no payout of sick leave balance.	Average of the three (3) highest calendar years of Base Pay. No overtime or any other compensation considered in pension calculation.	No retirement allowance shall exceed 85% of the member's annual Base salary.	Yes, at 20 years of service, 2% each July, not earlier than two (2) years, but not later than three (3) yrs following the employee's retirement date.	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.	Yes - Match on a \$5 basis of the first \$750 each calendar year.

Date of Hire	Health Plan	Eligibility for Retiree Health Coverage	Benefit Available	Employee Contribution Active/Retiree	Impact at Medicare Eligibility
TIER 1 - Hired prior to August 1, 2006	CT Partnership Plan 2.0	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.	The same health and prescription drug program enjoyed immediately prior to their retirement, until retiree would have been Medicare eligible.	As an active employee, pay 2.0% of bi-weekly base wage, not to exceed 20% of the family COBRA rate for the individual or dependent coverage elected; 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.	At Medicare eligibility, those enrolled in the CT Partnership Plan 2.0 will convert to Medicare Advantage Plan through the State Partnership Plan.
TIER 2 - Hired on or after August 1, 2006, but prior to June 26, 2018	CT Partnership Plan 2.0	If hired on or after August 1, 2006 but prior to June 26, 2018, eligible for retiree health with a normal retirement benefit with 20 yrs of Credited Service.	The same health and prescription drug program enjoyed immediately prior to their retirement, until retiree would have been Medicare eligible.	As an active employee, pay 2.0% of bi-weekly 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 employers bi-weekly base wage toward the cost of future retiree health coverage; No additional premium cost sharing after retirement.	At Medicare eligibility, those enrolled in the CT Partnership Plan 2.0 will convert to Medicare Advantage Plan through the State Partnership Plan.
TIER 3 - Hired on or after June 26, 2018	CT Partnership Plan 2.0	If hired on or after June 26, 2018, eligible for retiree health with 20 yrs of Credited Service.	The same health and prescription drug program enjoyed immediately prior to their retirement, until retiree would have been Medicare eligible.	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 65.	At Medicare eligibility, those enrolled in the CT Partnership Plan 2.0 will convert to Medicare Advantage Plan through the State Partnership Plan.

Attachment F

FAMILY AND MEDICAL LEAVE POLICY - Police Union

ISSUES	Personal Serious Health Condition	Birth, Adoption, or Foster Care	Serious Health Condition of Child Parent, or Spouse	Military Caregiver Leave	Family Member with Serious Injury or Illness Incurred in the Line of Military Duty
Employment Eligibility	Employed at least 12 months and Work at least 1250 hours during the fiscal year.	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
Maximum Leave	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.	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 Condition	Birth, Adoption, or Foster Care	Serious Health Condition of Child Parent, or Spouse	Military Caregiver Leave	Family Member with 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	<p>Illness, injury, impairment, or physical or mental condition that involves inpatient care in a hospital, hospice or residential medical care facility;</p> <p>or</p> <p>continuing treatment by a health care provider.</p> <p>*(Excludes short term conditions for which treatment and recovery are brief such as illness lasting a few days)</p> <p>Workers' Compensation leave taken shall count toward FMLA leave.</p> <p>Pregnancy Leave taken shall count toward FMLA leave.</p>	N/A	<p>Illness, injury, impairment, or physical or mental condition that involves inpatient care in a hospital, hospice or residential medical care facility;</p> <p>or</p> <p>continuing treatment by a health care provider.</p>	N/A	<p>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;</p> <p>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</p> <p>undergoing medical treatment, recuperation, or therapy for a serious injury or illness and was a member of the Armed Forces (incl Nat'l Guard/Reserves) at any time within five years preceding</p>

ISSUES	Personal Serious Health Condition	Birth, Adoption, or Foster Care	Serious Health Condition of Child Parent, or Spouse	Military Caregiver Leave	Family Member with Serious Injury or Illness Incurred in the Line of Military Duty
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; Counselling; 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 Serious Health Condition	Birth, Adoption, or Foster Care	Serious Health Condition of Child Parent, or Spouse	Military Caregiver Leave	Family Member with 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. <i>However, if ees work in same department, then the leave cannot be taken on the same scheduled work days.</i>	12 weeks leave each which may or may not be taken concurrently. <i>However, if ees work in same department, then the leave cannot be taken on the same scheduled work days.</i>	12 weeks leave each which may or may not be taken concurrently. <i>However, if ees work in same department, then the leave cannot be taken on the same scheduled work days.</i>	12 weeks leave each which may or may not be taken concurrently. <i>However, if ees work in same department, then the leave cannot be taken on the same scheduled work days.</i>
Restoration to Position	Must be restored to the same position held prior to the leave; or to one that is equivalent in pay benefits, privileges, and other terms and conditions of employment.	Same	Same	Same	Same
Notification	30 days notice when need for leave is foreseeable. Otherwise, notice must be given as soon as practicable.	Same	Same	Same	Same
Medical/Other Certification (Upon Request)	Yes. Certification for illnesses of more than 5 consecutive days should include the date serious health condition began, duration of the condition, applicable medical facts, statement that the	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
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).		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. <u>NOTE:</u> The use of family sick days shall be in accordance with the existing collective bargaining agreement.	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. <u>NOTE:</u> The use of family sick days shall be in accordance with the existing collective bargaining agreement.
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	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	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

ISSUES	Personal Serious Health Condition	Birth, Adoption, or Foster Care	Serious Health Condition of Child Parent, or Spouse	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 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. 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 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>

ISSUES	Personal Serious Health Condition	Birth, Adoption, or Foster Care	Serious Health Condition of Child Parent, or Spouse	Military Caregiver Leave	Family Member with Serious Injury or Illness Incurred in the Line of Military Duty
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

Date

For the Union:

Andrew Wamaster
President, West Hartford Police Officers' Association

Date

Revised: 04/11/2018

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