

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

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



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

100123

Application of Agreement

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

ARTICLE I

Recognition, Security and Definitions

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

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

ARTICLE II

Union and Town Security

2.0 The Town agrees that, upon written authorization of any employee in the bargaining unit, as defined in Article I, it will make a monthly deduction from the wages of such employee of an amount authorized by him for the purpose of paying Union dues or initiation fees or making deposits in a credit union. Such deduction shall be discontinued only in the event of termination of the employee's services or upon his written request. All such requests shall be on forms provided by the Town, and shall be submitted at least thirty (30) calendar days before they are to become effective. No refund will be made to any employee in the event of his failure to comply with this provision. All deductions under this Section will be made from the wages payable on the first regular payroll of each month.

2.1 All members of the bargaining unit shall, as a condition to continued employment, either become and remain a member of the Union or pay to the Union a service fee equivalent to the amount of union dues, such requirement to become effective thirty (30) days after ratification of this agreement by both parties, or thirty (30) days after the employee's date of hire in the bargaining unit, whichever occurs later. The Union agrees to indemnify and save harmless the Town for any sums which the Town is required to pay as the result of a claim that the sums of money herein

referred to have been illegally deducted, or for any liabilities which may rise from the Town's having complied with or enforced this provision.

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

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

2.4 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.

ARTICLE III

Management Rights

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

- a) To determine the care, maintenance and operation of equipment and property used for and on behalf of the purposes of the Town.
- b) To establish or continue policies, practices and procedures for the conduct of Town business and, from time to time, to change or abolish such policies, practices, or procedures.
- c) To discontinue processes or operations or to discontinue their performance by employees.
- d) To select and to determine the number and types of employees required to perform the Town's operations.

- e) To employ, transfer, promote or demote employees, or to lay off, terminate or otherwise relieve employees from duty for lack of work or other legitimate reasons when it shall be in the best interests of the Town or the department.
- f) To prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the Town, provided such rules and regulations are made known in a reasonable manner to the employees affected by them.
- g) To ensure that related duties connected with departmental operations, whether enumerated in job descriptions or not, shall be performed by employees.
- h) To establish contract or sub-contract for municipal operations, provided that this right shall not be used for the purpose or intention of undermining the Union or of discriminating against its members. All work customarily performed by the employees of the bargaining unit shall continue to be so performed unless in the sole judgment of the Town it can be done more economically or expeditiously otherwise.
- i) To create job specifications and to revise existing job specifications.

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

ARTICLE IV

Grievance Procedure

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

4.1 In addition, copies of all written warnings, letters of reprimand, and records of disciplinary suspension shall be mailed to the Union's Field Representative. Upon request of the affected employee, the Town will seek approval of the State of Connecticut Public Records Administrator for the destruction of written warnings or letters of reprimand

after one (1) year from the date of issue, and of records of disciplinary suspensions after five (5) years from the date of issue.

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

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

Step 1: The aggrieved shall first submit his grievance in writing to his division manager within ten (10) days after the occurrence giving rise to the grievance, the Contract provisions in questions, and the remedy requested. In the case of grievances filed by the Union, the grievance shall include the names of the affected employees, if such information is available to the Union. If such grievance is not resolved to his satisfaction within four (4) days after such submission, then within ten (10) days after the original submission to the division manager, the Union shall submit such grievance to the department head. Within seven (7) days after said department head receives such grievance, he or his designated representative shall arrange to and shall meet with representatives of the Union for the purpose of adjusting or resolving such grievance. The Department Head or his designated representative shall give the Union his answer to the grievance in writing seven (7) days after hearing such grievance.

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

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

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

4.5 Beginning at Step 2, all grievances and answers thereto shall be set forth in writing.

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

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

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

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

ARTICLE V

Holidays

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

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

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

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

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

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

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

5.6 In addition to the major holidays listed in Section 5.0 above, an employee shall also be granted two (2) floating holidays, one (1) of which shall be as a Birthday Holiday. An employee's floating holidays with pay shall be taken during each fiscal year at a time mutually agreed to between the employee and their immediate supervisor. Under no circumstances shall the floating holidays be carried over to another fiscal year if not taken, nor will the employee receive premium pay for working on their floating holidays.

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

ARTICLE VI

Vacation

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

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

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

vacation leave taken in excess of what they would have earned on a monthly accrual basis from the first of the fiscal year or date of hire.

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

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

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

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

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

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

ARTICLE VII

Sick Leave

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

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

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

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

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

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

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

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

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

(g) Up to five (5) days of an employee's accumulated sick leave may be used in any fiscal year for illness or incapacity in the employee's immediate household in cases where the presence of the employee is essential, which shall include illness or incapacity of the employee's domestic partner.

An employee may utilize up to ten (10) additional days accrued sick leave in any fiscal year for the birth, adoption or foster care of a child or the serious health condition of a child, parent or spouse in accordance with FMLA provisions. This provision does not include the employee's domestic partner.

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

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

ARTICLE VIII

Other Leave

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

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

- Up to 3 days leave for employee's grandparent, grandchild;
- Up to 3 days leave for spouse's sister, brother, grandparent, grandchild;
- 1 day leave for employee's aunt, uncle

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

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

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

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

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

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

ARTICLE IX

Insurance and Retirement Plans

9.0 **Health Insurance**

A. Effective as soon as reasonably feasible based on the timing and requirements of the State of Connecticut, the Town will enroll bargaining unit employees in the CT Partnership Plan 2.0 for health insurance.

B. Effective upon the first month following ratification of this Agreement, each member of the bargaining unit shall contribute nineteen percent (19%) of the fully insured rate for the plan for the individual or dependent coverage desired, not to exceed the following percentage cap of the employee's annual earnings calculated from base pay rate:

- 3.75% cap for all members employed as of the ratification date of this Agreement;
- 4.25% cap for all members hired after the ratification date of this Agreement;
- 4.25% cap for all members effective June 30, 2021

C. After initial enrollment, an employee may modify coverage only during the annual enrollment period, except for changes in family status by birth, death, adoption, marriage, or involuntary loss of coverage due to extenuating circumstances may be made at any time.

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

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

9.1 **Prescription Drug Program**

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

9.2 **Life Insurance**

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

9.3 **Vision Care**

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

9.4 **Dental Coverage**

The Town shall provide a full service dental plan as outlined in Attachment B. Each bargaining unit member may participate and pay 25% of the fully insured rate toward the cost of individual coverage and have the option to elect further coverage for eligible dependents. Employees who elect to enroll dependents may do so at their own expense by authorizing monthly payroll deductions covering 50% of the additional cost for such enrolled dependents. Dependents may be enrolled during the open enrollment period and must remain participants for twelve (12) months. Eligible dependents are covered to age 19, or age 25, if full time students. Participation in the Dental Plan is limited to active employees, unless otherwise required by applicable law.

9.5 **Long Term Disability**

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

9.6 **Pension Plan**

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

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

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

B. Effective upon the first month following ratification, all active employees in the bargaining unit, except those subject to Article IX, Section 9.6(A)(2) shall contribute, 6.25% of their gross earnings to the Pension fund.

Whenever an employee hired on or after July 1, 2003 reaches 35 years of credited service with the Town (excluding any buy-back time) their contribution shall be reduced to 2.0% of their gross earnings.

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

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

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

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

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

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

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

ARTICLE X

Wages

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

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| Parking Monitors - Grade 1 (PK01) |
| Parking Monitor (1800) |

| STEP | EFFECTIVE DATE | % Inc | HOURLY |
|-------------|-----------------------|--------------|---------------|
| 1 | 7/1/2016 | 2.25% | 18.59 |
| 2 | 7/1/2016 | 2.25% | 19.15 |
| 3 | 7/1/2016 | 2.25% | 19.73 |
| 4 | 7/1/2016 | 2.25% | 20.33 |
| 5 | 7/1/2016 | 2.25% | 20.92 |
| 6 | 7/1/2016 | 2.25% | 21.54 |
| 7 | 7/1/2016 | 2.25% | 22.22 |

| STEP | EFFECTIVE DATE | % Inc | HOURLY |
|-------------|-----------------------|--------------|---------------|
| 1 | 7/1/2017 | 2.00% | 18.96 |
| 2 | 7/1/2017 | 2.00% | 19.53 |
| 3 | 7/1/2017 | 2.00% | 20.12 |
| 4 | 7/1/2017 | 2.00% | 20.74 |
| 5 | 7/1/2017 | 2.00% | 21.34 |
| 6 | 7/1/2017 | 2.00% | 21.97 |
| 7 | 7/1/2017 | 2.00% | 22.66 |

| STEP | EFFECTIVE DATE | % Inc | HOURLY |
|-------------|-----------------------|--------------|---------------|
| 1 | 7/1/2018 | 2.00% | 19.34 |
| 2 | 7/1/2018 | 2.00% | 19.92 |
| 3 | 7/1/2018 | 2.00% | 20.52 |
| 4 | 7/1/2018 | 2.00% | 21.15 |
| 5 | 7/1/2018 | 2.00% | 21.77 |
| 6 | 7/1/2018 | 2.00% | 22.41 |
| 7 | 7/1/2018 | 2.00% | 23.11 |

| STEP | EFFECTIVE DATE | % Inc | HOURLY |
|-------------|-----------------------|--------------|---------------|
| 1 | 7/1/2019 | 2.00% | 19.73 |
| 2 | 7/1/2019 | 2.00% | 20.32 |
| 3 | 7/1/2019 | 2.00% | 20.93 |
| 4 | 7/1/2019 | 2.00% | 21.57 |
| 5 | 7/1/2019 | 2.00% | 22.21 |
| 6 | 7/1/2019 | 2.00% | 22.86 |
| 7 | 7/1/2019 | 2.00% | 23.57 |

| STEP | EFFECTIVE DATE | % Inc | HOURLY |
|-------------|-----------------------|--------------|---------------|
| 1 | 7/1/2020 | 1.00% | 19.93 |
| 2 | 7/1/2020 | 1.00% | 20.52 |
| 3 | 7/1/2020 | 1.00% | 21.14 |
| 4 | 7/1/2020 | 1.00% | 21.79 |
| 5 | 7/1/2020 | 1.00% | 22.43 |
| 6 | 7/1/2020 | 1.00% | 23.09 |
| 7 | 7/1/2020 | 1.00% | 23.81 |

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| Parking Monitors - Grade 2 (PK02) |
| Senior Parking Monitor (1900) |

| STEP | EFFECTIVE DATE | % Inc | HOURLY |
|-------------|-----------------------|--------------|---------------|
| 1 | 7/1/2016 | 2.25% | 20.77 |
| 2 | 7/1/2016 | 2.25% | 21.33 |
| 3 | 7/1/2016 | 2.25% | 21.91 |
| 4 | 7/1/2016 | 2.25% | 22.50 |
| 5 | 7/1/2016 | 2.25% | 23.10 |
| 6 | 7/1/2016 | 2.25% | 23.73 |
| 7 | 7/1/2016 | 2.25% | 24.39 |

| STEP | EFFECTIVE DATE | % Inc | HOURLY |
|-------------|-----------------------|--------------|---------------|
| 1 | 7/1/2017 | 2.00% | 21.19 |
| 2 | 7/1/2017 | 2.00% | 21.76 |
| 3 | 7/1/2017 | 2.00% | 22.35 |
| 4 | 7/1/2017 | 2.00% | 22.95 |
| 5 | 7/1/2017 | 2.00% | 23.56 |
| 6 | 7/1/2017 | 2.00% | 24.20 |
| 7 | 7/1/2017 | 2.00% | 24.88 |

| STEP | EFFECTIVE DATE | % Inc | HOURLY |
|-------------|-----------------------|--------------|---------------|
| 1 | 7/1/2018 | 2.00% | 21.61 |
| 2 | 7/1/2018 | 2.00% | 22.20 |
| 3 | 7/1/2018 | 2.00% | 22.80 |
| 4 | 7/1/2018 | 2.00% | 23.41 |
| 5 | 7/1/2018 | 2.00% | 24.03 |
| 6 | 7/1/2018 | 2.00% | 24.68 |
| 7 | 7/1/2018 | 2.00% | 25.38 |

| STEP | EFFECTIVE DATE | % Inc | HOURLY |
|-------------|-----------------------|--------------|---------------|
| 1 | 7/1/2019 | 2.00% | 22.04 |
| 2 | 7/1/2019 | 2.00% | 22.64 |
| 3 | 7/1/2019 | 2.00% | 23.26 |
| 4 | 7/1/2019 | 2.00% | 23.88 |
| 5 | 7/1/2019 | 2.00% | 24.51 |
| 6 | 7/1/2019 | 2.00% | 25.17 |
| 7 | 7/1/2019 | 2.00% | 25.89 |

| STEP | EFFECTIVE DATE | % Inc | HOURLY |
|-------------|-----------------------|--------------|---------------|
| 1 | 7/1/2020 | 1.00% | 22.26 |
| 2 | 7/1/2020 | 1.00% | 22.87 |
| 3 | 7/1/2020 | 1.00% | 23.49 |
| 4 | 7/1/2020 | 1.00% | 24.12 |
| 5 | 7/1/2020 | 1.00% | 24.76 |
| 6 | 7/1/2020 | 1.00% | 25.42 |
| 7 | 7/1/2020 | 1.00% | 26.15 |

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

10.2 Normally, the employee shall be eligible for a merit review after twelve (12) months at the previous level. Merit salary increases within an established range shall depend primarily upon recommendations of merit by the Department Director. Merit salary adjustments shall be given only upon certification by a Department Director that the employee has maintained a consistently high level of performance. If, after such notice, the employee's performance does not improve, his/her merit adjustment may be withheld until the Director has determined the employee's performance warrants a merit adjustment. When an adjustment is withheld, the employee shall be notified in writing of the reasons for such action and shall have the right to challenge the decision by means of the grievance procedure.

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

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

ARTICLE XI

Hours of Work and Overtime

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

11.1 Employees may practice gratuitous exchange of time. Any change proposals must be submitted to the Manager for approval in advance. The Manager is not required to grant the request.

11.2 Work in excess of forty (40) hours per week will constitute overtime and be paid at one and one half (1 ½) times the employee's regular hourly rate.

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

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

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

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

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

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

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

ARTICLE XII

Rules and Practices

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

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

12.2 The Town shall provide Workers' Compensation Insurance in accordance with statutory requirements.

12.3 The Town shall provide full financial assistance for required educational courses and training programs which are job-related and designed to improve the employee's chances for promotion. For courses which are voluntary, reimbursement shall be provided at the Town's discretion. In exercising that discretion, the Town may establish a committee of management members to review requests, and may adapt reasonable restrictions on reimbursement in order to ensure that available funds are distributed equitably. In order to be reimbursed the employee must complete the course with a passing grade of at least C. Total reimbursement will be 70% of costs for a grade of C or above, 80% of costs for a grade of B or above and 90% of costs for a grade of A or above. One-quarter of total reimbursement will be paid upon completion with a satisfactory grade, and the remainder will be reimbursed at the rate of \$100 per month thereafter. Monthly payments shall end when the employee has been reimbursed the full amount to which he or she is entitled under the tuition reimbursement program, or when he or she leaves the Town service, whichever comes first.

12.4 Meal and break periods - The parties acknowledge that Connecticut General Statutes, Section 31-51ii (a) provides that no employee shall be required to work for seven and one-half or more consecutive hours without a period of at least thirty (30) consecutive minutes for a meal. The parties agree, in accordance with CGS, Sec. 31-51ii (e), to continue the informal practice of working a schedule of eight (8) consecutive hours without a designated half-hour meal/rest break. Employees may eat while on-the-job as operations permit but such time shall not exceed a total of thirty (30) minutes, including meal preparation or transportation time.

ARTICLE XIII

Uniforms

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

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

ARTICLE XIV

Seniority and Layoffs

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

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

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

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

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

ARTICLE XV

Miscellaneous

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

15.1 Direct Deposit of Pay is a condition of employment.

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

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

ARTICLE XVI

Union Business Leave

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

a) Written request for such leave shall be submitted by the Union to the Department Head at least ten (10) calendar days prior to the first day of such requested leave.

b) Not more than an aggregate total of two (2) days of leave from scheduled duty shall be granted annually, with pay under this Section. Leave without pay aggregating an additional fifteen (15) days may be granted each fiscal year by the Department Head for other Union business.

c) The Department Head may deny a request for either paid or unpaid leave, submitted under the Section, if in his opinion, the absence from duty of the employee during the period of requested leave would be seriously detrimental to the best interests of the department because of operating requirements. When such leave is for a longer period than one (1) day, the Department Head may deny leave to any more than two (2) employees who would otherwise be on scheduled duty during any part of the proposed period of leave.

d) The Department Head, within three (3) calendar days after submission of a request for leave under this section, shall grant or deny the request in writing to the Union. In granting any such request, he may require that the employee, upon his return to duty, furnish evidence of his attendance at the conference, institute or seminar for which the leave was granted.

e) It is recognized that an employee who is granted leave with pay under this section is granted such leave in his capacity as a representative of the Union as distinguished from his service as an employee of the Town and, therefore, it is agreed that during the period of such leave the Town shall have no greater legal or other obligation to such employee than it would have to an employee absent from duty on authorized leave without pay.

ARTICLE XVII

Duration

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

17.1 This Contract shall be in full force and effect from July 1, 2017 to June 30, 2021, and shall continue in effect thereafter, unless amended or modified in the manner prescribed below, or terminated in accordance with the law. Wage increases and other changes which bear an effective date prior to the execution of this agreement shall be implemented retroactive to the date indicated. All other changes shall be implemented as soon as possible after the execution of this agreement.

17.2 The Parties acknowledge that as of the ratification of this agreement, negotiations are open for a successor agreement as of July 1, 2021.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS ON THIS 22nd DAY OF June, 2022.

Town of West Hartford



Rick Ledwith, Acting Town Manager

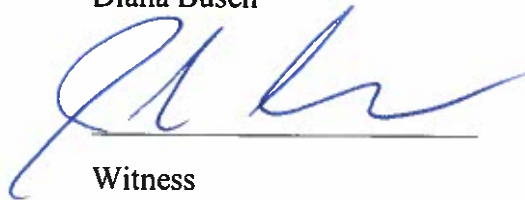


Witness

CSEA, Local 2001, SEIU



Diana Busch



Witness

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE TOWN OF WEST HARTFORD
AND
CSEA, LOCAL 2001, SEIU, Parking Monitors**

The Town of West Hartford and CSEA, Local 2001, SEIU, Parking Monitors, have met in negotiations leading to the 2013-2017 collective bargaining agreement to discuss modifying employee contributions to the Pension Fund that are reflected in Article IX, Section 6(B).

The parties further agree that the employee pension contribution in effect on June 30, 2017 shall remain unchanged for one year without modification and shall not be considered a subject of bargaining between the parties until after that period.

In witness whereof, the parties have caused their duly authorized representative to affix their signatures this _____ day of _____, 2017.

For the Town:

For the Union:

Richard Ledwith
Executive Director of Human Resources

Charles Fabian, Staff Representative

Witness

Witness

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

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

For the Town of West Hartford

For the Union

CSEA, Local 2001, SEIU

Date

Date

Witness

Witness

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE TOWN OF WEST HARTFORD
AND
CSEA, Local 2001, SEIU
PARKING MONITOR UNIT**

The Town of West Hartford and CSEA, Local 2001, SEIU, Parking Monitor Unit, have met to discuss changes in the Town of West Hartford Employee Benefit Plan regarding health insurance benefits. The parties have agreed that effective February 7, 2017 the PPO in-network co-pay for office visits shall be increased from \$15 to \$20 per visit; the PPO in-network emergency room deductible, if not admitted, shall be increased from \$25 to \$125 per visit; and the PPO in-network, in-patient hospital co-pay shall be established at \$100 per admission.

This Memorandum of Understanding is entered into this ___ day of _____, 2017.

Town of West Hartford

CSEA, Local 2001, SEIU
Parking Monitor Unit

Richard Ledwith
Executive Director of Human Resources

Charles Fabian
Staff Representative

Witness

Attachment A Town of West Hartford Outline of Basic Vision Care

Attachment B Town of West Hartford Outline of Dental Benefits

Attachment C Town of West Hartford Health Plan

**Attachment D Town of West Hartford and CSEA, Local 2001, SEIU
Agreement Related to Family and Medical Leave**

