

**CONTRACT BETWEEN**  
**THE TOWN OF WEST HARTFORD**  
**AND**  
**CSEA Local 2001, SEIU**  
**Grounds Maintenance Unit**

**2021-2025**



109302

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## Application of Agreement

This Agreement shall apply to all grounds maintenance employees of the Town of West Hartford in those position titles listed in Article X, Wages, of this Agreement. 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

- 1.1 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.
- 1.2 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

- 2.1 The Town, agrees that, upon written authorization of any employee in the bargaining unit, as defined in the Application of Agreement, it will make monthly deductions from the wages of such employee of an amount authorized by the employee for the purpose of paying Union dues and CSEA PAC or initiation fees or making deposits in a credit union. Such authorization shall include written and electronic authorization allowable under State and Federal Law. Such deduction shall be discontinued only in the event of termination of the employee's services or upon 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 an employee's failure to comply with this provision. All deductions under this Section will be made from wages payable on the first regular payroll of each month.
- 2.2 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.
- 2.3 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 employees from whose wages such deductions have been made and those in the bargaining unit from whom such deductions were not 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 list shall be in digital format and shall include employee identification number.

- 2.4 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 for 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.
- 2.5 The Union agrees that it will not call, authorize, instigate, sanction or condone any strike, slowdown, work stoppage, or any action against the Town by bargaining unit employees who are on duty. The Town agrees that it will not lock out any employees.
- 2.6 The Town shall provide, in an editable digital file format, the following information if on file with the Town: Name, employee id, job title, department, work location, home email address, work email address, home telephone number, work telephone number and the home address of any newly hired employee. The Town shall provide such information with real time electronic transmission of new hire data. The Town agrees that if the Union provides a template and/or a site for which such data may be submitted the Town will use the format and submission method provided by the Union.
- 2.7 The Town agrees that each newly hired employee shall participate in a mandatory and in-person meeting(s), as small as one 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.

- 2.8 The Town shall furnish a bulletin board for the sole use of Union for the purpose of posting notices of Union meetings, notices of employee social occasions and similar notices, letters and memoranda. Neither the Union nor any employee will post any material which is derogatory to a supervisor or the Town.

### ARTICLE III - Management Rights

- 3.1 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.

- 3.2 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 proceedings, but the manner of exercise of such rights may be subject to the grievance procedure described in this Agreement.

#### **ARTICLE IV – Disciplinary Action**

- 4.1 No permanent employee shall be discharged, reduced in rank or compensation, or suspended without pay or disciplined in any other manner except for just cause. Whenever any employee is so disciplined, the Department Head or their designated representative shall present such employee with written reasons for such disciplinary action within five (5) days after such employee is disciplined or notified of their 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. 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.

#### **ARTICLE V – Grievance Procedure**

- 5.1 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 the provisions of this Agreement.
- 5.2 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 Department Head 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. Within seven (7) days after said department head receives such grievance, the Department Head or their designated representative shall arrange to and shall meet with representatives of the Union for the purpose of adjusting or resolving such grievance. The Department Head or their designated representative shall give the Union 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 to the grievance, the Union within ten (10) days after it receives such answer, may submit such grievance in writing to the Director of Human Resources. Within seven (7) days after said Director of Human Resources receives such grievance, they or their designated representative shall arrange to and shall meet with the representatives of the Union

for the purpose of adjusting or resolving such grievance. The Director of Human Resources shall give the Union their answer to the grievance in writing within seven (7) days after hearing such grievance.

**Step 3:** If it is not satisfied with the answer of the Director of Human Resources to the grievance, the Union, within ten (10) days after it receives such answer, or within ten (10) days after an employee is suspended, reduced or discharged, may submit such grievance in writing to the Town Manager. The Town Manager shall hear and act on such dispute and render a decision within thirty (30) days of the hearing.

**Step 4:** If the Union is not satisfied with the decision of the Town Manager on any grievance, either party may within thirty (30) 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.

- 5.3 The time limits provided for in Section 5.2 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.
- 5.4 Beginning at Step 1, all grievances and answers thereto shall be set forth in writing.
- 5.5 The number of bargaining unit employees who may be released from duty with pay in order to present grievances, under Section 5.2 of this Article, shall not exceed two (2) at any one time, unless the attendance of additional witnesses is required.
- 5.6 Nothing contained herein shall prevent any employee from presenting their own grievance and representing himself in Steps 1 through 3 of these procedures.
- 5.7 The Union business agent may submit a written request for specific factual information, as related to a disciplinary action case, from the Department Head. The Department Head will make such requested data available to the business agent.
- 5.8 Failure at any step to appeal shall be considered acceptance of the decision required.

## ARTICLE VI – Holidays

**6.1** The following holidays shall be observed as days off with pay, and except as specified elsewhere in this Article, shall be celebrated on the dates set forth in Connecticut General Statutes, Section 1-4:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Veterans' Day
Good Friday	Thanksgiving Day
Memorial Day	Christmas Day
Juneteenth	
Independence Day	
Lincoln's Birthday and Employee's Birthday (floating holidays)	

**6.2** a.) Holidays falling on a Saturday shall be celebrated on the preceding day for employees whose five-day (5-day) workweek does not include Saturday.

b.) Holidays falling on Sunday shall be celebrated on the following day.

c.) Holidays falling on a Monday shall be celebrated the preceding Saturday for employees whose regular work week does not include Monday.

**6.3** Whenever any of these holidays shall occur while an employee is out on sick leave, he/she shall be paid for the holiday and no charge to sick leave shall be made for that day.

**6.4** When a holiday occurs while an employee is on vacation, the employee shall be granted an additional vacation day with pay, or if the employee has been on vacation for the full calendar week in which the holiday falls, the employee may elect to receive an additional day's pay (one (1) holiday only during each calendar week of vacation.

**6.5** Unauthorized absence from work on the scheduled workdays before or after the holiday will forfeit the employee's eligibility for holiday pay. If an employee is on authorized leave without pay for any duration and a holiday occurs during such absence, the employee shall not be entitled to any holiday pay.

**6.6** Each employee's holiday pay shall be computed at their regular hourly rate for not less than eight (8) hours.

**6.7** Any employee who actually works a shift which begins on a day which is officially declared to be a day of mourning or celebration, and on which other Town employees are granted a day off with full pay, shall be paid an additional eight (8) hours pay at their regular rate. This provision shall not apply to days off necessitated by inclement weather or natural disaster or to days off with pay that may be negotiated with other bargaining units.

- 6.8 a.) As with the Employee's Birthday holiday, and in lieu of the former Lincoln's Birthday holiday, an employee may take a floating holiday with pay during the fiscal year at a time mutually agreed to between the employee and their supervisor, but not during the month of June. The only exception is that the Employee's Birthday floating holiday may be used in June if the employee's birthday is in June.
- b.) Under no circumstances shall such holiday be carried over to another fiscal year if not taken nor will the employee receive premium pay for working on their birthday.
- c.) Any employee who leaves the Town service for any reason shall repay the Town if they have taken their birthday holiday before having earned such day (their birth date) or if they are not an active employee when the Lincoln's Birthday occurs. As an option, the employee may elect to subtract the unearned days from any accumulated vacation days the employee has due them at separation.

### ARTICLE VII - Vacations

- 7.1 a.) 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)

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. For employees with prior accumulation of vacation leave, said repayment shall be first subtracted from prior accumulated vacation days.

- b.) In addition, immediately upon 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

- c.) Earned but unused vacation leave accrued to an employee's credit in excess of fifty (50) working days must be used by the end of the fiscal year in which such excess accrual occurs.

Employees will be notified when excess accrual begins. Monthly listings of vacation accumulation shall be posted.

- 7.2 For the purpose of computing vacation leave, only dismissal or resignation will break continuity of service. Leave of absence without pay will defer vacation leave accrual during such leave. Vacation leave shall not be granted to employees with less than six (6) months of service; employees shall have their accrual of such leave computed from the date of their original appointment. Accrued but unused vacation leave shall be paid to an employee or their estate upon death, resignation in good standing, retirement or layoff. An employee shall be considered to resign in good standing only if the employee notified their Department Head of such resignation at least fifteen (15) calendar days in advance of the employee's last day of service.
- 7.3 The vacation pay shall be computed at the straight hourly rate and shall be based on the forty (40) hour workweek of the employee. Vacation weeks shall run from Sunday through Saturday.
- 7.4 If circumstances require, scheduled vacation leave may be postponed by mutual agreement between the employee and the Department Head or designee; but vacation leave so postponed shall accrue to the employee's credit, notwithstanding the above provision, for a maximum of such leave. Such postponed leave shall be rescheduled, however, within ninety (90) days after such postponement, and may be taken in such manner as the employee desires.
- 7.5 Employees are entitled to actual vacations and no employee shall be required to accept money in lieu of their vacation.
- 7.6 Employees may take their vacation leave, in accordance with schedules established by the Department Head or designee, throughout the fiscal year. The Department Head or designee may however, limit the number of employees on vacation at any one time because of the operating requirements of the division. In the event there is a conflict concerning the choice of vacation weeks between employees in the same work crew, those employees having the greatest total length of current continuous service with the Town shall be given preference. A choice of vacation by seniority shall apply to the initial choice of vacation periods of three (3) weeks duration (two (2) weeks during the period from May 15 to September 15). After all employees have made their initial choice, employees with additional vacation leave shall again make their choice of such leave according to seniority as above.

Subject to the foregoing policy, the decision of the Department Head or designee in assigning scheduled vacation periods shall be final. Requests for vacation to be used during the period from May 15 to September 15 will be submitted to the Department Head or designee prior to March 1. After the vacation schedule is published and distributed, on or about March 1, said schedule will prevail, regardless of seniority.

- 7.7 Only upon separation from Town service for immediate retirement under the Town Pension Plan, unused vacation leave, up to the maximum allowable accrual, shall be paid in a lump sum payment and shall be deposited into a Special Pay Retirement Plan. This Special

Pay Retirement Plan is subject to Section 401 of the Internal Revenue Code and, as such, is subject to its provisions. Such payment shall not be credited toward the employee's average final compensation for the purpose of calculating their pension benefit.

### **ARTICLE VIII - Sick Leave**

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

**8.2** 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 their jurisdiction. An employee with a temporary physical restriction because of an illness or injury may be granted permission to return to restricted duty in the discretion of the Department Head, after consideration of the circumstances, such as the nature, extent and duration of the limitation, the needs of the Department, the work history of the employee, and medical documentation. Such permission shall not be unreasonably withheld.

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

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

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

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

g.) (i.) Upon separation from Town service for any reason except retirement under the Town pension plan, unused accrued sick leave shall revert to the Town. There shall be no sick leave buy-out for employees who separate from Town service and vest for purposes of their pension benefit or for employees hired after November 10, 2015 who retire from Town service.

(ii.) Employees hired prior to July 1, 2003, who retire under the Town Pension Plan immediately upon separation from Town service, shall be paid at the employee's regular rate of pay for 50% of the sick leave accrued to their credit up to one hundred-fifty (150) working days' accrual (i.e., 75 working days' payment). For purposes of calculating pension benefits only, sick leave shall be calculated as one-half (1/2) the sick leave accrued to the employee's credit up to one hundred-twenty (120) working days' accrual (i.e., sixty (60) working days' payment), plus one-tenth (1/10) of the additional sick leave accrued to the employee's credit up to an additional thirty (30) working days accrual (i.e., three (3) working days' payment).

(iii.) Employees hired on or after July 1, 2003, but prior to November 10, 2015, who retire under the Town pension plan immediately upon separation from Town service, shall be paid at their regular rate of pay for one-half (50%) of the sick leave accrued to their credit up to one hundred-fifty (150) working days' accrual (i.e., 75 working days' payment). Sick leave buyout pay will not be included in the calculation of their average final compensation for purposes of calculating pension benefits.

(iv.) An employee eligible to have a portion of accrued sick leave included in their pension formula or for purposes of any eligible payout of sick leave shall have their final year's sick leave balance reconciled in the following manner:

$$6/30/xx \text{ sick leave balance} + (\# \text{ of full months of service} \times 10 \text{ hrs/mo}) = \text{Adjusted Sick Leave Balance}$$

$$\text{Adjusted Sick Leave Balance} - \text{Fiscal Year to Date Sick Leave Hrs Used} = \text{Final Sick Leave Balance}$$

The calculated Adjusted Sick Leave Balance may exceed 150 days, however the Final Sick Leave Balance shall NOT exceed 150 days for calculating pension benefits or the payment of 50% of the sick leave balance.

(v.) Any payments made to an employee under this Section 8.2 shall be paid in a lump sum payment and shall be deposited into a Special Pay Retirement Plan. This Special Pay Retirement Plan is subject to Section 401a of the Internal Revenue Code and, as such, is subject to its provisions.

h.) 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.

i.) No more than three (3) days of accrued sick leave may be used by the employee each fiscal year for personal business which cannot be conducted at any other time, and which is not covered by any other leave provision in this Agreement. Request for leave under this paragraph should be made as soon as the employee is aware of the need, and in no event less than twenty-four (24) hours 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 Department Head or their designee may limit the number of employees on leave under this paragraph at any one time in order to meet the operating requirements of the division. Personal leave days under this paragraph may not accumulate from year to year except as sick leave.

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

k.) An employee who reaches their maximum accumulation of one hundred fifty (150) working days of sick leave and who maintains a perfect attendance record (except for planned authorized leave such as vacation) for four (4) consecutive months thereafter shall

be granted a day's pay at the employee's regular rate or a day off with pay, at the employee's option, to be used during the succeeding four (4) months. No more than three (3) such days may be earned in any twelve-month (12-month) period.

If an employee reaches their sick leave maximum as of July 1 of the fiscal year and subsequently uses less than the fifteen (15) day annual accrual, they shall remain eligible for a perfect attendance day, in accordance with the provisions outlined above, so long as their sick leave balance is one hundred-fifty (150) days effective July 1 of the following fiscal year and their sick leave balance is not reduced below one hundred thirty-five (135) days at any time during the fiscal year. If the employee's balance falls below one hundred thirty-five (135) days at any time, the employee shall then be required to reach the maximum one hundred fifty (150) day balance before they become eligible for further perfect attendance days.

## **ARTICLE IX – Insurance and Pension Programs**

### ***9.1 Health Insurance***

A. The Town will provide bargaining unit employees with 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 hired prior to July 1, 2023 shall contribute twenty percent (20%) of the fully insured rate 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.

- 4.75% cap for all members effective July 1, 2023
- 5.25% cap for all members effective July 1, 2024

All employees hired on or after July 1, 2023 shall contribute twenty percent (20%) of the fully insured rate for the individual or dependent coverage desired, not subject to any percentage cap.

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. In such cases, the employee must notify the Benefits Division within thirty-one (31) days of the change in status, otherwise the employee may be required to wait until the next open enrollment period.

D. Upon death of an active employee, medical benefits shall continue, for a period of 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.

F. The insurance benefits extend to domestic partners. Dependents of the domestic partner are not eligible for medical benefits coverage except as they qualify as a dependent of the employee. The plan will define a "domestic partner" as an individual who is (1) living in an exclusive committed relationship with the employee for at least three (3) years prior to the commencement of the coverage; (2) jointly financially responsible with the eligible employee for their common welfare and living expenses; (3) neither married to anyone else, legally separated from anyone else, nor the domestic partner of anyone else; (4) not related by blood; and (5) over the age of 18; and (6) are living together in the same residence and intend to do so indefinitely. The Town shall have the sole and absolute discretion with regards to accepting a domestic partner as a covered participant in the Town health and prescription drug plans.

Required evidence for domestic partner participation may include:

- joint checking and savings accounts; and
- either joint ownership of home(s) or a jointly signed lease; and
- a will designating the partner as beneficiary; and
- designated primary beneficiary on life insurance policies; and
- evidence of joint responsibility for vehicles, other personal property, or debts.

Any change in the status of the aforementioned eligibility evidence from the time of acceptance shall make the domestic partner ineligible for Plan participation.

The taxability of benefits provided shall be in accordance with IRS regulations and it is further understood that medical expenses or premiums paid by an employer for a domestic partner will be included in the gross income of an employee as compensation for services. This shall not be used for any other purpose and specifically shall be excluded from determination of pension benefits.

The employee shall sign an affidavit attesting to his/her eligibility to enroll his/her domestic partner. This affidavit shall also bind the employee to accepting the taxability of such domestic partner benefits as determined by the IRS.

If, for any reason, this relationship is not continued, or the employee is no longer eligible to receive a health benefit, the domestic partner shall not have any rights to continue health coverage under COBRA or any other means. The employee shall notify the Employee Services department as to any changes in domestic partner status within thirty (30) days of such change.

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

## ***9.2 Prescription Drug Program***

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

## ***9.3 Retiree Health and Prescription Drug Plan***

A. 1. For purposes of this Section, 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, employees hired on or after July 1, 1986, the term “retired employee” shall be limited to those who are eligible to receive, and who actually do receive, a normal (unreduced) retirement benefit from the Town pension plan immediately upon separation from Town service.

B. Each individual retired employee and any eligible and enrolled dependents shall be eligible to participate in the same health and prescription drug programs that they enjoyed immediately prior to retirement. Such plans are described in Sections 9.1 and 9.2 of this Article and include the same co-pays, deductibles and other terms and conditions.

C. 1. Employees hired prior to July 1, 1986, who actually receive, either an early (reduced) or normal (unreduced) retirement benefit under the Town pension plan immediately upon separation from Town service shall be eligible to receive health insurance benefits in accordance with past practice and provisions of the November 18, 1986 Memorandum of Understanding regarding retiree health insurance benefits for individuals hired prior to July 1, 1986.

2. The parties agree to incorporate the provisions of Section 9.3 (C)(1) of this Article in a separate agreement with individual members of the bargaining unit who were employed prior to July 1, 1986. Such agreement shall be binding on the Town and on such individuals regardless of the result of future negotiations between the Town and the Union on the subject of retiree health insurance benefits. However, the Union does not waive its right to

represent such individuals, and the Town shall have no right to negotiate directly with such individuals, as long as they remain employed by the Town and are covered by Section 9.3 of this Article, or by any successor provision governing retiree health insurance.

D. Employees hired on or after July 1, 1986 and prior to November 10, 1997, who retire with a normal (unreduced) retirement benefit immediately upon separation from Town service, shall pay seven percent (7%) of the fully insured rate for the individual or dependent coverage desired, for continued coverage of the health program that they enjoyed immediately prior to retirement. Payment shall be made to the Town until the retiree and/or spouse reaches Medicare eligibility, and or the retiree's dependent child reaches the plan age limitation.

E. 1. Employees hired on or after November 10, 1997 or on or before June 30, 2003, who retire with a normal (unreduced and with eligibility at age 55 with 25 years of service) retirement benefit immediately upon separation from Town service, shall pay fifteen percent (15%) of the fully insured rate for the individual or dependent coverage desired, for continued coverage of the health program that they enjoyed immediately prior to retirement. Payment shall be made to the Town until the retiree and/or spouse reaches Medicare eligibility, and or the retiree's dependent child reaches the plan age limitation.

2. Employees hired on or after November 10, 1997 or on or before June 30, 2003, who retire with a normal (unreduced and with eligibility at age 60 with 10 years of service) retirement benefit immediately upon separation from Town service, shall pay thirty percent (30%) of the fully insured rate for the individual or dependent coverage desired, for continued coverage of the health program that they enjoyed immediately prior to retirement. Payment shall be made to the Town until the retiree and/or spouse reaches Medicare eligibility, and or the retiree's dependent child reaches the plan age limitation.

F. Employees hired on or after July 1, 2003, but prior to November 10, 2015, who retire with a normal retirement benefit (unreduced – and with eligibility at age 65 with 15 years of service or age 62 with 35 years of service) immediately upon separation from Town service, shall pay 25% of the fully insured rate for individual coverage or 50% for dependent coverage of the health program that they enjoyed immediately prior to retirement. Payment shall be made to the Town until the retiree and/or spouse reaches Medicare eligibility, and or the retiree's dependent child reaches the plan age limitation.

G. Employees hired on or after November 10, 2015, who retire with a normal retirement benefit (unreduced and with eligibility at age 65 with 15 years of service or age 62 with 35 years of service) immediately upon separation from Town service, shall pay 50% of the fully insured rate for the individual or dependent coverage elected. The health program shall be the same health and prescription drug program as the employee enjoyed immediately prior to retirement until the retiree and/or spouse reaches Medicare eligibility, and or the retiree's dependent child reaches the plan age limitation. At Medicare eligibility, provisions of Section 9.3 (J) shall apply. 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 plan(s).

H. Employees hired on or after July 1, 2023, who retire with a normal retirement benefit (unreduced and with eligibility at age 65 with 15 years of service or age 62 with 35 years of service) immediately upon separation from Town service, shall pay 50% of the fully insured rate for individual coverage if elected. The employee shall be responsible for the full cost of dependent coverage. The pre-Medicare health program shall be the same health and prescription drug program offered to active employees, as that coverage changes from time to time and until the retiree reaches Medicare eligibility. At Medicare eligibility, provisions of Section 9.3 (J) shall apply. 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 plan(s).

I. The parties agree that for the duration of the 2002-2007 collective bargaining agreement, and in negotiations for all succeeding collective bargaining agreements between the parties, any change in Sections 9.3 D, 9.3 E(1), and 9.3 E(2), provisions shall not be a mandatory subject of bargaining.

J. 1. For employees retiring prior to July 1, 2021, at Medicare eligibility, the retired employee's health insurance coverage shall be converted to a Medicare Supplement Plan and continuation is contingent upon conditions established by the carrier. For employees retiring on or after July 1, 2021, at Medicare eligibility, the retired employee's health insurance coverage shall be converted to the Connecticut Partnership Plan 2.0's Medicare Advantage Plan. The cost of the applicable Plan shall be provided by the Town to the retiree without cost sharing for employees hired prior to November 10, 2015. Upon reaching Medicare eligibility, employees hired on or after November 10, 2015 and prior to July 1, 2023, shall pay 50% of the fully insured rate for the individual or dependent coverage elected. Employees hired on or after July 1, 2023 shall pay 50% of the fully insured rate for individual coverage if elected, and shall pay the full cost of dependent coverage, if elected.

2. It is assumed that the retired employee is covered by Medicare - Part A and Part B. The retired employee is automatically covered by Medicare Part A if they are eligible for Social Security. Enrollment in Medicare Part B and payment of the Medicare premium is the retired employee's responsibility. Whether enrolled or not, the Town Plan will only pay for the amount normally payable under the Town Plan minus the amount payable under Medicare Part A and Part B for the same expenses.

K. For employees hired on or after July 1, 1986 who retire prior to July 1, 2021, at Medicare eligibility, the retired employees' and qualifying dependents' prescription drug plan shall remain the same as is available to active employees. Agreement on having this benefit "remain the same as is available to active employees" shall not establish a precedent for other benefit negotiations.

L. Upon the death of the retiree, medical benefits shall continue, for a period of twenty-four (24) 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 twenty-four (24) 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 twenty-four (24) 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.

M. Employees who are otherwise eligible to receive retiree health care benefits immediately upon separation from Town service and elect to opt-out of coverage, shall have the right to elect coverage in the future, as if they had elected coverage at the time of retirement (immediately upon separation from Town service).

An employee electing health insurance coverage under this Agreement and who, at the time of normal retirement, had previously elected to receive a \$2,500 payment as part of the health insurance opt-out program for the fiscal-year, shall receive from the Town the value of the benefit received on a pro-rata basis for each full month of service that the health insurance benefits were foregone prior to retirement.

N. This entire Article (9.3) shall remain in full force and effect so long as the Town remains in the CT Partnership Plan 2.0 as detailed in Articles 9.1 and 9.2 above. If, however, the Town leaves the CT Partnership Plan 2.0, then the parties agree to reopen negotiations as to Article 9.3.

#### ***9.4 Health Benefits with Disability Retirement***

Effective January 1, 1998, any employee who retires with a disability pension under Section 30-14 of the Pension Ordinance, and, has at least 10 years of consecutive and continuous years of service with the Town immediately prior to retirement, shall be eligible to receive health benefits in the following manner:

A. The employee shall receive the same health benefit that is applicable to active employees in the same bargaining unit that the employee was in immediately prior to their disability retirement. Any change in the health plan for active employees shall also change the health plan for the retiree. At Medicare eligibility, the health plan shall convert to the Medicare Supplement Plan.\* The retiree shall continue to contribute toward the cost of the plan as defined in Section 9.4 (A) of this Article.

\*For employees retiring on or after July 1, 2021, the health plan shall convert to the CT Partnership Plan 2.0 Medicare Advantage Plan.

B. The employee shall contribute toward the cost of this health benefit in the following manner:

1. 100% of the fully insured rate minus an amount determined by multiplying the employee's years of service by 3.5. For example, if an employee had 15 years of service, they would contribute 47.5% of the fully insured rate. (100 - [15X3.5])

2. Dependent coverage may be continued for 12 months at the same rate as determined in Section 4 (2)(A) above. Any and all dependents coverage will be terminated thereafter, except that COBRA continuation will be offered, for a period of twenty-six (26) months, by paying 102% of the fully insured rate.

3. Upon reemployment with any other employer who provides a health plan of any kind, the employee and dependents shall be ineligible for further participation in the Town plan.

a.) The employee shall be responsible for notification of the Town and shall be responsible for any claim made against the Town during any period of time they could have been covered by another plan.

b.) The employee shall furnish such documentation as required from time to time by the Town for purposes of verifying other employment and available health benefits. Failure to do so shall render the employee ineligible for this health benefit.

### ***9.5 Cost Containment***

The Town may choose to provide for the administration of employee health benefits under a “cost-containment” program by any provider who has filed with and been approved by the Connecticut State Department of Insurance to provide such services. Such a program may include any classifications and definitions of services which have been agreed upon by the Union, provided that implementation or elimination of any such service is thoroughly communicated to all employees not less than 60 days prior to the effective date of implementation or elimination. Once implemented, the Town may eliminate any such service at its sole discretion provided it gives employees the notice required above and further provided it restores the full contractual benefit that the eliminated service(s) affected. Any service implemented must be within parameters which have been agreed upon by the Union in writing.

### ***9.6 Life Insurance***

A. Effective November 10, 2015, the Town will participate in a group life insurance plan providing a benefit in the amount of \$60,000 for each full-time active employee and will pay the cost of such insurance for each participating employee.

B. Effective July 1, 2023, each employee eligible for and choosing to receive a normal, unreduced pension benefit immediately upon termination from the Town or for an employee who retires with a disability pension, will have their group life insurance automatically reduced to \$25,000. This reduction will become effective as specified in the group life insurance plan. The cost of such reduced life insurance for each pensioned employee who retires shall be paid by the Town. The balance of each retired 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.

### ***9.7 Long-Term Disability***

Effective January 1, 1998, 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.

### ***9.8 Vision Care***

Effective July 1, 2003 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 B. For each retiree retiring prior to July 1, 2021 who is eligible for health insurance benefits as defined in Article IX, Section 9.3, (C)(1), (D), (E)(1) and (2), (F), and (G), and their eligible dependents, one routine vision examination shall be provided per year and be paid in full after a \$20 copayment while covered by the Town's PPO Plan, until eligibility for Medicare Supplement Plan, as per practice. Employees retiring on or after July 1, 2021, who are enrolled in the CT Partnership Plan 2.0 will receive vision benefits in accordance with the terms of the CT Partnership Plan 2.0 Group Medicare Advantage Plan.

### ***9.9 Dental Insurance***

Effective July 1, 2003, the Town shall provide a full service dental plan as outlined in Attachment C. Each bargaining unit member shall be enrolled 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. Participation in the Dental Plan is limited to active employees, unless otherwise required by applicable law. Eligible dependent children may remain on the plan until the end of the calendar year during which they turn age 26.

### ***9.10 Carriers***

The Town may at any time and from time to time change the carriers for any of the foregoing insurance, provided that the benefits shall be the equivalent or better than those provided in the above referenced coverages.

### ***9.11 Pension***

A. 1. The Town shall continue the present pension coverage for Grounds Maintenance Unit employees hired prior to November 10, 2015 for the duration of the Agreement. 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 November 10, 2015 shall participate in a “hybrid” retirement program incorporating the following provisions:

a) Employees will become members of the Town of West Hartford Pension Plan, Part E. Part E members 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.

b) Additionally, the Town shall contribute an amount equal to 2.25% of the employee’s base wage to the 401(a) deferred compensation plan on behalf of the employee. The employee shall also allocate 2.25% of their base wage to the 401(a) plan. The Plan shall be in compliance with IRS regulations.

B. The following amendments to the Pension Ordinance have been agreed to by both parties, effective as to members of this bargaining unit on the dates specified below but shall not apply to members hired on or after November 10, 2015:

1. For each individual retiring on or after January 1, 1998, but prior to March 3, 2017, there shall be a 1% cost-of-living adjustment to their pension every year beginning three (3) years after retiring with a normal retirement. The adjusted benefit shall begin on the closest January 1st or July 1st to the third year following the member’s normal retirement date.

2. For each individual retiring on or after January 1, 1998, but prior to March 3, 2017, with an early retirement there shall be a 1 % cost-of-living adjustment to their pension every year beginning three (3) years after they would have been eligible for a normal retirement. The adjusted benefit shall begin on the closest January 1st or July 1st to the third year following the member’s normal retirement date.

3. All employees of the bargaining unit in an active payroll status on March 3, 2017 shall be refunded all employee contributions made toward the 1% COLA benefit from the pension fund and will have no rights, now or in the future, for a COLA adjustment to their pension benefit. Such refunds shall be made without interest on the payment. Additionally, the refund payment shall not constitute “wages” for the purpose of calculating pension benefits.

4. Section 30-24 (H) of the Pension Ordinance regarding the 1% cost of living adjustment will be applied as follows for employees retiring on or after January 1, 1998, but prior to March 3, 2017:

a) The 1% cost of living adjustment (COLA) is provided on the amount of the member’s benefit at the time they are receiving it, except as modified by (4)(d) of

this Section. The benefit will include all previous year's COLA adjustments, so that there will be a compounding effect.

b) When a member who is receiving the temporary retirement allowance (as defined in Section 30-18 and 30-19 of the Pension Ordinance) is no longer eligible for that allowance, the COLA amount that was applied to the member's benefit during the temporary increase will be applied on an actuarial equivalent basis to the new benefit.

c) COLA increases after a member's eligibility for the temporary retirement allowance shall be on the amount of the member's actual benefit at the time the COLA increase is to take effect, except as modified by (4)(d) of this Section.

d) COLA increases shall be calculated without regard to or inclusion of any portion of the retirement allowance which is payable to the member as a result of a retirement incentive.

5. The COLA provision shall not apply to disability retirements, employees who terminate with a deferred vested benefit, or to beneficiaries of employees who die before becoming eligible for retirement.

6. Effective January 1, 1998, all active employees in the bargaining unit hired prior to November 10, 2015 shall contribute, in addition to any other contribution they may make to the Pension Plan, 1% of gross earnings to the Pension plan until March 3, 2017 at which time the COLA contribution shall be suspended.

7. Any reduction in this 1% contribution shall not be a mandatory subject of bargaining for the duration of this contract (2002-2007) and for the duration of the next one succeeding contract.

8. It is understood by both parties that the intended relationship of this 1% employee contribution and 1% COLA is to have the benefit pay for itself through employee contributions. It is agreed that any future change in the plan benefit that would change the intended relationship between the contribution and the COLA will be reason, for either party, to request and have accepted a reopener of this Article IX, Section 9.11(B)(1), (2), (4), (5) and (6) of the collective bargaining agreement, for the purpose of negotiating a change that will keep the intended relationship intact. Such reopener shall not, however, violate the provisions of Section 9.11 (B)(7).

C. For bargaining unit employees who are Part B members of the Pension Plan, Section 30-19 of the Pension Ordinance shall be modified, effective January 1, 1998, so that:

1. the reduction in benefits for years of service prior to January 1, 1989 shall be changed to apply to years of service prior to January 1, 1986, and
2. the reduction shall not be made until the member reaches full retirement age as defined by the Social Security Administration schedule.

D. 1. The Town shall establish procedures for allowing members of the bargaining unit to buy back eligible years of service from other governmental entities through payroll deductions and to use any contractual provision for sick leave buy out upon retirement for the purpose of such buy back. 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.

2. Employees who exercised their option to purchase eligible years of service from other governmental entities as provided in Section 9.11 (D)(1) may request reimbursement of the previously purchased service if they no longer wish the 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. All buyback provisions shall be in accordance with Pension Plan provisions.

E. An employee shall provide their Department Head thirty-(30) days' notice of their intent to retire under the Town of West Hartford Pension Plan except in cases of emergency.

F. 1. Effective upon the first month following ratification, all active employees in the bargaining unit shall contribute 6.25% of their gross earnings to the Pension fund.

2. Effective and retroactive to July 1, 2013, employees hired on or after July 1, 2003 shall have pension contributions deducted based upon a percentage of their base pay. Any contributions made by said employees on or after July 1, 2013, based on earnings other than base pay shall be refunded to said employee.

3. a) 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 base earnings.

b) Whenever an employee hired prior to July 1, 2003 reaches 30 years of credited service with the Town (excluding any buy-back time) their contribution shall be reduced to 2.0% of their gross earnings.

G. For bargaining unit employees who are Part B members of the Pension Plan, Section 30-12 of the Pension Ordinance shall be modified, effective July 1, 2003, to reflect the following:

1. 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.

2. Any member who is hired by the Town before July 1, 2003 and who retires on or after July 1, 2003 and who became eligible for a normal retirement by attaining at least the age of 55 and having at least 25 years of credited service or by attaining at least the age of 60 and having at least 10 years of credited service, and does not retire shall earn the following annual pension supplement for each full year beyond their normal retirement date:

<u>Years after Normal Retirement</u>	<u>Supplement Amount</u>
1	\$600
2	\$600
3	\$600
4	\$600
5	\$600
Each full year over 5	\$600

3. a) The pension supplement shall not be calculated in the cap calculation. The years of credited service and/or buy-back of years from other employment are still capped at 35. However, the supplement will be added to an employee's pension above the cap amount.

b) The above pension supplement will not be calculated as part of the COLA computation and will not be a survivor benefit.

c) The supplement shall be made annually in a single payment during the month of July, starting the first July after the employee's retirement date.

4. The parties agree that for the duration of the 2002-2007 collective bargaining agreement, and in negotiations for the next three succeeding collective bargaining agreements between the parties, any change in the age and/or years of service for a normal pension retirement shall not be a mandatory subject of bargaining. The parties further agree that this provision may be extended by mutual agreement of both parties.

H. For bargaining unit employees who are Part B members of the Pension Plan, Section 30-13D of the Pension Ordinance shall be added, effective July 1, 2003, to reflect the following:

Any member who is hired by the Town on or after July 1, 2003 and shall have attained the age of 55 years and shall have completed 15 years of credited service or attained the age of 60 years and completed 10 years of credited services shall have the option, to be exercised by written request to the Pension Board, to retire not less than 60 days after the filing of said request with the Pension Board.

I. For bargaining unit employees who are Part B members of the Pension Plan, Section 30-8 of the Pension Ordinance shall be modified, effective July 1, 2003, to 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. For employees hired on or after July 1, 2003 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.

J. In 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 1.95% of the employee's annual base pay and shall start with the employee's first contribution of the calendar year. Employees shall be informed of and enrolled in the 457 deferred compensation program when hired.

K. 1. Effective July 1, 2007, any member of the bargaining unit hired prior to July 1, 2003 and retiring after July 1, 2007, shall be eligible for retirement from active service and for a normal unreduced retirement allowance if the employee shall have attained 30 years of credited service. If such member earns 30 years of credited service, not counting buyback of service time, they shall receive an annual amount equal to 70% of the member's average final compensation.

2. Members with years of service prior to January 1, 1986 are subject to a benefit offset where years served prior to January 1, 1986 as outlined in the pension ordinances, as amended from time to time. For such members with service prior to January 1, 1986 and with total Town service exceeding 30 years, the pension calculation shall adjust the amount of service worked prior to January 1, 1986 by the amount of service worked beyond the maximum of 30 years. For example:

Employee A has a total of 34 years of service. Of the 34 years, 5 years were worked prior to January 1, 1986. The years of service in excess of 30 years are 4 years. The five (5) Pre-86 offset years shall be reduced by 4 years, leaving 1 year to be offset.

3. Such members who retire with 30 or more years of service shall not receive the supplemental payment outlined in Section 9.11 (G) of this Article unless they otherwise would have been eligible without regard to this provision.

4. Any member retiring on or after January 1, 1998, but prior to March 3, 2017, who retires with 30 or more years of credited service shall not receive the COLA as outlined in Section 11 (B) of this Article until three years after they would have been eligible for a normal unreduced retirement benefit with age 55 with 25 years of service or age 60 with 10 years of service.

L. 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 modified effective July 1, 2007 to provide for the following:

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.

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 the employee had remained in their former position, and had received the salary increase uniformly applicable to their former position. An employee similarly situated from another bargaining unit shall maintain the benefits afforded to them under the collective bargaining unit they belonged at the time of the injury.

M. For any new hire who is simultaneously collecting a CMERS pension because the employee worked previously for another municipality prior to being employed by the Town of West Hartford, the employee shall make annual contributions into a 457 Plan as a retirement vehicle. The employee shall contribute at least five percent (5%) of base pay, and up to the maximum permitted by law, and the Town shall make a matching contribution to the employee’s contribution in the 457 Plan, on a dollar-to-dollar basis, not to exceed five percent (5%) of the employee’s base pay. Except for employees covered by this paragraph, membership in the Town’s defined benefit pension plan is mandatory.

**ARTICLE X - Wages**

**10.1** The pay schedule below shows the hourly rates of compensation to become effective when specified for all positions in the unit.

**Grounds Maintenance - Grade 1 (GR01)**  
**Grounds Maintainer**

<b>Effective Date</b>	<b>% Increase</b>	<b>New Hire</b>	<b>Training</b>	<b>Professional</b>
7/1/2021	No Retro			
7/1/2022	No Retro			
7/1/2023	New rate	28.75	31.84	34.94
7/1/2024	2.5%	29.46	32.64	35.81

**Grounds Maintenance - Grade 2 & Grade 6 (GR02, GR06)**  
**Equipment Mechanic, Grounds Maintainer 2, Tree Trimmer**

<b>Effective Date</b>	<b>% Increase</b>	<b>New Hire</b>	<b>Training</b>	<b>Professional</b>
7/1/2021	No Retro			
7/1/2022	No Retro			
7/1/2023	New rate	30.57	33.69	36.80
7/1/2024	2.5%	31.34	34.53	37.72

**Grounds Maintenance - Grade 7 (GR07)**  
**Maintenance Lead, Sr. Tree Trimmer**

<b>Effective Date</b>	<b>% Increase</b>	<b>New Hire</b>	<b>Training</b>	<b>Professional</b>
7/1/2021	No Retro			
7/1/2022	No Retro			
7/1/2023	New rate	32.12	35.45	38.77
7/1/2024	2.5%	32.93	36.33	39.74

**Grounds Maintenance - Grade 4 (GR04)**  
**Crew Leader - Grounds & Cemetery**

<b>Effective Date</b>	<b>% Increase</b>	<b>New Hire</b>	<b>Training</b>	<b>Professional</b>
7/1/2021	No Retro			
7/1/2022	No Retro			
7/1/2023	New rate	35.37	38.01	40.65
7/1/2024	2.5%	36.26	38.96	41.66

**Leisure - Grade 1 (GR-L1)**  
**Leisure Maintainer**

<b>Effective Date</b>	<b>% Increase</b>	<b>New Hire</b>	<b>Training</b>	<b>Professional</b>
7/1/2021	2.5%	25.15	28.35	31.54
7/1/2022	2.5%	25.78	29.06	32.33
7/1/2023	2.5%	26.43	29.78	33.14
7/1/2024	2.5%	27.09	30.53	33.96

**Leisure - Grade 2 (GR-L2)**  
**Leisure Equipment Mechanic**

<b>Effective Date</b>	<b>% Increase</b>	<b>New Hire</b>	<b>Training</b>	<b>Professional</b>
7/1/2021	2.5%	30.68	32.24	33.80
7/1/2022	2.5%	31.45	33.05	34.65
7/1/2023	2.5%	32.23	33.87	35.52
7/1/2024	2.5%	33.04	34.72	36.40

**Leisure - Grade 3 (GR-L3) Updated 11/1/2024**  
**Assistant Golf Superintendent**

<b>Effective Date</b>	<b>% Increase</b>	<b>New Hire</b>	<b>Training</b>	<b>Professional</b>
7/1/2021	2.5%	31.54	33.83	36.11
7/1/2022	2.5%	32.33	34.67	37.01
7/1/2023	2.5%	33.14	35.54	37.94
7/1/2024	2.5%	33.96	36.43	38.89
11/1/2024		36.26	38.96	41.66

Per MOU 11/26/2024 – same wage schedule as Crew Leader GR04

**Leisure - Grade 4 (GR-L4)**  
**Crew Leader - Golf Course, Leisure, Parks & Pools**

<b>Effective Date</b>	<b>% Increase</b>	<b>New Hire</b>	<b>Training</b>	<b>Professional</b>
7/1/2021	2.5%	31.54	33.83	36.11
7/1/2022	2.5%	32.33	34.67	37.01
7/1/2023	2.5%	33.14	35.54	37.94
7/1/2024	2.5%	33.96	36.43	38.89

**Parking - Grade 1 (GR-P1)**  
**Grounds Maintainer – Parking**

<b>Effective Date</b>	<b>% Increase</b>	<b>New Hire</b>	<b>Training</b>	<b>Professional</b>
7/1/2021	2.5%	25.15	28.35	31.54
7/1/2022	2.5%	25.78	29.06	32.33
7/1/2023	2.5%	26.43	29.78	33.14

7/1/2024

2.5%

27.09

30.53

33.96

**Parking - Grade 3A (GR-P3A)**  
**Crew leader – Parking**

<b>Effective Date</b>	<b>% Increase</b>	<b>New Hire</b>	<b>Training</b>	<b>Professional</b>
7/1/2021	2.5%	31.54	33.18	34.83
7/1/2022	2.5%	32.33	34.01	35.70
7/1/2023	2.5%	33.14	34.86	36.59
7/1/2024	2.5%	33.96	35.74	37.51

- Leisure and Parking Division Employees will receive the following in addition to the wages described above:
  - Effective July 1, 2023 – Employees in the Leisure and Parking Division shall receive two (2) lump sum stipend payments, not added to base pay, in the amount of \$500 in the beginning of July and \$500 in the beginning of January.
  - Effective July 1, 2024 – Employees in the Leisure and Parking Division shall receive two (2) lump sum stipend payments, not added to base pay, in the amount of \$500 in the beginning of July and \$500 in the beginning of January.
- a) A stipend of \$1.50 per hour shall be paid to any employee in the Leisure and Parking Divisions who has obtained a Class A-CDL License prior to June 30, 2023 and continues to maintain a Class A-CDL license. An employee’s receipt of said stipend shall provide management the right to assign associated job responsibilities in the performance of their work.

**10.2** A differential of four percent (4%) per hour shall be paid for any work actually performed on regularly scheduled night shifts. No differential shall be paid for work performed on any day on which an employee is not assigned to a night shift, or for any day on which no work is performed. The term “night shift” shall mean any shift starting at or after 11:00 a.m.

Shift selection for vacant positions shall be by seniority from among those qualified to do the required work. In cases where an employee’s qualifications cannot be demonstrated by previous service in a comparable position with the Town or Board of Education, a brief oral and/or practical examination will be given. In the event there are insufficient volunteers to fill a particular shift, such shift shall be filled by assignment in inverse order of seniority.

**10.3** a) An employee shall be eligible for a merit increase to the second and third step the employee’s wage range after twelve (12) months at the previous step. Merit salary increases within an established range shall depend primarily upon recommendations of merit by the Department Head. Merit salary increases shall be given only upon certification by a Department Head that the employee has maintained a consistently high level of performance during the review period. If, after such notice, the employee’s performance does not

improve, their merit increment may be withheld for an additional three (3) months, at which time the Department Head shall again review the employee's performance. When an increment 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.

b) Should an employee in the bargaining unit on July 1, 1997, receive additional credentials which qualify them for a step increase, he/she shall be eligible for a step increase at the next full pay period after submission to the Town and remain eligible for normal merit increases in accordance with the schedule provided in Section 10.3 (a), i.e., no adjustment to the normal merit review date.

c) Employees who are hired in possession of a State of Connecticut Department of Environmental Protection, Arborist license (3d), or DEEP Commercial Supervisory Certificate Custom Grounds Pest Control, Ornamental & Turf (3A) are eligible for a step increase at the successful completion of their probationary period for possession of such credential, in addition to their normal merit increase. Should an employee obtain either license during the term of employment, he/she shall be eligible for a step increase at the next full pay period after submission to the Town and remain eligible for normal merit increases in accordance with the schedule provided in Section 10.3 (a).

Merit salary increases will normally be made effective with the full payroll period that includes the employee's eligibility date of advancement.

**10.4** Effective July 1, 1997 and after ten (10) years of consecutive and continuous full-time service and after every five (5) years of consecutive and continuous service thereafter, an employee will be awarded a lump sum payment as set forth below, subject to normal payroll deductions:

10 years of service	\$1,000
15 years of service	\$1,500
20 years of service	\$2,000
25 years of service	\$2,500
30 years of service	\$3,000
35 years of service	\$3,500

Payment shall be made within thirty (30) days after the employee's anniversary date of employment for those years of service when such longevity payments are required.

**10.5** Wages are payable to not more than three (3) employees for the time spent in negotiations during normal working hours, but not after such hours.

**10.6** When an employee is promoted from one class to another, the employee's rate of pay will be increased, on the date of such promotion, a minimum of \$.60 from their current hourly rate of pay in their current salary range. Following promotion, merit salary increases will normally be made effective in the full pay period that includes the anniversary date of salary advancement.

**10.7** Uniforms and equipment shall be provided by the Town as set forth below and will be returned to the Town if the employee leaves the Town's service for any reason, except that used protective footwear may be retained by the employee.

- a) The Town shall issue one (1) pair of summer and one (1) pair of winter protective work shoes, each of which shall be replaced upon inspection.
- b) The Town shall continue its current practice of furnishing and cleaning uniforms. However, the number of uniform pants shall be increased to eleven (11).
- c) The Town shall furnish each employee engaged in outdoor work with two (2) jackets, the style of which is decided by a majority of the employees, one (1) for summer wear and one (1) winter high visibility jacket with hood and one (1) sweatshirt jacket with hood. These jackets will be replaced as needed based on an inspection. Employees shall be permitted to wear a plain (no graphics, etc.), earth-tone colored sweatshirt with hood that is consistent with the construction industry.
- d) The Town will furnish one (1) set of foul weather gear for each employee and hip boots for use by employees who need them. Foul weather gear and hip boots shall be replaced on inspection, but such items remain the property of the Town.
- e) The Town will provide employees with whatever Personal Protective Equipment as required by OSHA regulation/standards or what is warranted by a job hazard assessment. The Town will replace all such safety equipment which is worn out or damaged.
- f) The Town will issue five (5) high visibility T-shirts to each employee each year. T-shirts which are damaged or destroyed during the year will be replaced at the discretion of the Department Head or their designee. Employees shall be permitted to wear a plain (no graphics, etc.) earth-tone colored T-shirt that is consistent with landscaping industry.

**10.8**

- a) If an employee is required to work a higher classification than their regular classification, the employee for each day of such service shall receive the nearest higher rate in the salary range for the higher classification which is at least five percent (5%) above the employee's regular hourly rate; but in no event shall the employee receive more than the highest rate in the salary range for the higher classification.

**ARTICLE XI – Hours of Work and Overtime**

**11.1** 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, one (1) of which shall be Sunday. Shifts shall be rotated at least monthly so that no employee is permanently assigned to a shift which includes Saturday work. Starting time for the first shift shall not be changed without one (1) week's advanced notice to the affected employees.

**11.2** Work in excess of the above schedule shall constitute overtime. Management shall have the right to require overtime in a manner most advantageous to the Town and consistent with the demands of public service. In emergency situations, in circumstances essential to perform the obligations of the Town, and scheduled special events operated by the Town, e.g. “Celebrate West Hartford”, Memorial Day Parade, if such an overtime assignment cannot be filled on a voluntary basis, then employees who declined working such overtime assignment may be ordered to work based on reverse order of seniority within the Division.

Overtime work shall be compensated at the rate of one and one-half (1-1/2) times the employee’s regular rate, under the following conditions:

- a) Work performed on any day of the week that is not included in the posted schedule, or on any day that is observed as a holiday only because of the operation of Article VI, Section 2 (a) and (b), or on the sixth (6<sup>th</sup>) day of work in any work week.
- b) Work performed on any day that is included in the posted schedule, if such work causes the employee to have worked more than eight (8) hours per day, or forty (40) hours in that week. There shall be no duplicating or pyramiding of overtime or premium pay for the same hours worked. For the purpose of computing overtime in any week, hours paid for but not worked shall be computed as hours worked.
- c) Work performed on an actual holiday, determined without reference to Article VI, Section 2(a) and (b), or on the seventh (7<sup>th</sup>) work day in any work week, or on a Sunday, shall be compensated at two (2) times the employee’s regular rate of pay. An employee must notify their supervisor if an overtime assignment offered would create a seventh (7<sup>th</sup>) day situation. In such circumstances, the supervisor can by-pass the employee for that overtime assignment.

**11.3** Compensation for overtime work on holidays, as described previously, shall be in addition to regular holiday pay.

**11.4** An employee called in for emergency work, as determined by the Town, shall be paid at the appropriate overtime rate of pay for actual hours worked, but not less than the equivalent of four (4) hours at the appropriate overtime rate. Two (2) times the employee’s rate of pay on Sunday or actual holidays. And one and one-half (1½) times the employee’s regular rate of pay for all other days.

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

**11.6** If any employee who has completed a called-in assignment and has entered their residence and is called in for other emergency work during the same day, the employee shall be paid in the same manner as the original call-in. Call-in hours paid, but not actually worked, when the unpaid hours roll over to another day, shall not count as hours worked for the

application of the 7<sup>th</sup> day rule, as outlined in Section 11.2 (c) of this Article. For example, an employee is called in on Saturday evening at 10:00 p.m. and the employee actually works until 11:00 p.m. The employee will be compensated for four (4) hours in accordance with Section 11.4. The employee would be credited for working on Saturday, but not on Sunday.

**11.7** In lieu of meal allowance payments, effective January 1, 2016, the Town shall make an annual deposit in the amount of \$300 into the employee's 457 Deferred Compensation Plan not to exceed the maximum IRS Plan limits. This deposit shall be considered as part of the employee contribution to the 457 Plan and subject to provision of Article IX, Section 9.11 (J).

**11.8**

- a) The Town shall continue its current procedure of distributing overtime as equally as possible among employees who are qualified for and available to perform overtime work.
- b) If an employee is scheduled for overtime work and does not avail themselves of the opportunity to work overtime, or cannot be made aware of such opportunity because the employee does not report to work on the date that such opportunity is announced, it shall be so noted, and the hours, for the purpose of determining equal distribution of overtime shall be considered as work by such employee.
- c) No employee shall be required to accept a scheduled overtime assignment of less than four (4) consecutive hours, and no such overtime assignments shall be counted toward equalizing overtime.

**11.9** All employees will be allowed a ten (10) minute coffee break during each half of each shift on Town time. In accordance with CGS, Sec. 31-51ii (e), the Town and Union shall 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, inclusive of the morning and afternoon break and lunch period.

**11.10** Employees may elect to receive compensatory time off in lieu of overtime pay for any overtime hours worked. Compensatory time received by an employee in lieu of cash must be computed at the same rate that overtime pay would have been calculated and in no event less than one and one-half hours of compensatory time for each hour of overtime worked.

Employees may accrue and maintain a balance of up to forty (40) hours of compensatory time at any time. Employees should request the use of accrued compensatory time through their immediate supervisor in the same manner as vacation leave is requested. Employees shall be permitted to use such time off, provided such use does not unduly disrupt the operations of the Division. Compensatory time shall be paid in cash at the rate of pay in effect at that time. Employees may request payment for accumulated compensatory time, or a portion thereof, at the end of each fiscal quarter.

All compensatory time shall be reported on a Personnel Action form both when it is earned and when it is used.

## **ARTICLE XII - Existing Rules and Practices**

- 12.1** The normal probationary period for all employees in the bargaining unit shall be twelve (12) 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 increase in salary as provided in Article X, Section 10.1(a).
- 12.2** The Town agrees to provide bulletin boards at the various buildings in Town where employees of this unit work, and to permit the Union to utilize them for posting of notices concerning Union business and activities. Permission is also granted to utilize the internal mail system to send notices and communication addressed to various members.
- 12.3** 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
- \*Domestic partner is not considered as the spouse for purposes of this provision. Exceptions to this provision will be referred to the Director of Human Resources. Documentation of need and propriety may be required at the discretion of the Director.
- 12.4** 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, the employee's Town salary shall be reduced by that amount for the duration of the leave.

- 12.5** Employees shall be granted leave without pay for the duration of military service and shall

be returned to their original position or to one similar in pay and duties upon their separation from such military service provided they return to the Town service within ninety (90) days of their separation from the military service or from hospitalization arising from such service in accordance with the federal military leave guidelines.

#### 12.6

- a) 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 employees 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.
- b) The Town shall continue to provide education about the Hepatitis B virus and offer the Hepatitis B vaccine series to employees of the Grounds Maintenance bargaining unit. Employees who elect to receive the Hepatitis B vaccine and who are characterized as having high risk of an inadequate vaccine response, shall be eligible to receive post-vaccination testing and one additional dose of vaccine, if indicated. Further post-testing or additional doses of vaccine shall be provided, if medically necessary, following 7 - 10 years.
- c) The Town shall conduct a program of testing employees who regularly use insecticides, pesticides and fungicides for exposure to toxic chemicals, in accordance with procedures agreed to by the parties. Violations of this Section shall be subject to the grievance procedure only if the grievance is presented by the Union. No employee shall be required to perform any task which constitutes an unreasonable risk to their health or safety.

12.7 Both parties agree to continue their policies of not discriminating against any employee on the basis of race, creed, color, national origin, religion, age, sex, marital status or physical disability.

#### 12.8

- A. The Town shall provide adequate Workers' Compensation Insurance and shall supplement the Workers' Compensation payments of the insurance company so that the employee will receive full pay during this absence, provided that such supplementary benefits shall end one (1) year from the date on which the injuries were sustained.
- B. Effective upon ratification of this collective bargaining agreement the supplement referred to in Section 1(A) above shall be calculated so that the net take home amount the employee receives while on workers' compensation shall not be more than they would have otherwise received if they were not on workers' compensation.
- C. Should an employee recover from a third party damages for an illness or injury, including

death, compensable pursuant to C.G.S. Chapter 568, the employee agrees to reimburse the Town for the supplemental wage payments paid to them up to the limit of such recovery, in the same manner that workers compensation payments are reimbursed under applicable law.

**12.9**

- A. The Town shall make accessible to employees through the Town's time tracking system, with the earned sick days to the employee's credit and net accrued vacation days.
- B. The Town shall furnish each employee with a copy of each Personnel Action Form pertaining to the employee's personnel record, including such Actions as are signed by management without the employee's own signature.
- C. Employees shall be given a copy of their evaluation form at the time they are required to sign it.

**12.10**

A. Any employee may request a leave of absence without pay, which may be granted or denied at the discretion of the Department Head with the concurrence of the Director of Human Resources when, in the Department Head's opinion, 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. If such leave is granted, the employee and dependents shall remain enrolled in the Town's medical insurance plans, with the employee maintaining their contribution toward the cost of their health benefit 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 fully insured cost if they wish to continue such coverage thereafter. If the employee allows the coverage to lapse, the Town will assure that upon return to active employment the coverage will resume immediately without a waiting period.

B. The employee shall not accrue vacation or sick leave during any unpaid leave of absence. Upon return to work such benefits will be reinstated at the same level they existed when the leave began. Employees shall not be paid for holidays or other paid leave while on leave without pay. Administration of other benefits shall be in accordance with applicable provisions of the Personnel Rules and Pension Rules.

**12.11** The Town and Union agree that it is in both parties interest to not have an offensive, hostile or intimidating work environment that adversely affects an employee's ability to perform their work or, the Town's ability to have work performed. In the event the Town believes discipline of an employee is necessary, the Town agrees that such discipline shall be conducted in a respectful and dignified manner. The Town and Union agree that an allegation of violation of this principle shall be subject to a Labor-Management meeting

involving the Department Head, Director of Human Resources, and the Union. Any

subsequent formal grievance filed regarding this section, must be filed and presented by the Union as a whole and not by any individual without the Union's approval and representation.

- 12.12** 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 the employee is entitled under the tuition reimbursement program, or when the employee leaves the Town service, whichever comes first.
- 12.13** Employees engaging in the physical examination as required by the Department of Transportation in order to maintain the CDL shall be granted leave with pay equal to one-half (1/2) of a workday, which time shall not be charged to any accrued time.
- 12.14** The Town shall provide, at no cost to the employee, all training required for an employee to obtain a CDL.

### **ARTICLE XIII - Union Business Leave**

- 13.1** 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 ten (10) 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 their opinion, the absence from duty of the employee during the period of requested leave would be seriously detrimental to the best interests of the department because of operating requirements. When such leave is for a longer period than one (1) day, the Department Head may deny leave to any more than two (2)

employees who would otherwise be on scheduled duty during any part of the proposed period of leave.

- d) The Department Head, within three (3) calendar days after submission of a request for leave under this section, shall grant or deny the request in writing to the Union. In granting any such request, the Department Head may require that the employee, upon the employee's return to duty, furnish evidence of the employee's attendance at the conference, institute or seminar for which the leave was granted.
- e) It is recognized that an employee who is granted leave with pay under this section is granted such leave in their capacity as a representative of the Union as distinguished from their service as an employee of the Town and, therefore, it is agreed that during the period of such leave the Town shall have no greater legal or other obligation to such employee than it would have to an employee absent from duty on authorized leave without pay.

#### **ARTICLE XIV - Seniority and Layoffs**

- 14.1** Seniority shall be defined as an employee's length of continuous service since the employee's most recent date of hire in a position in the bargaining unit. Probationary employees shall have no seniority during the period of their probation, but at the expiration of such period they shall immediately accrue seniority from their date of hire.
- 14.2** In the event of layoffs within a particular classification, employees in that classification shall be laid off in reverse order of seniority. In lieu of layoff, an affected employee may elect to replace any less senior employee who is the least senior man in any equivalent or lower job classification for which he is qualified, and such replaced employee may exercise the same right. In cases where an employee's qualifications cannot be demonstrated by previous service in a comparable position with the Town or Board of Education, a brief oral and/or practical examination will be given. An affected employee has no option but to accept layoff when there is no less senior employee in any equivalent or lower job classification in the department. Four union stewards shall be treated as the most senior men in their respective classifications or in any classifications into which they are placed as a result of this section.
- 14.3** Employees on layoff shall retain recall rights for a period equal to their length of continuous service, up to a maximum of two (2) years from the date of layoff. Recall shall be in order of seniority. An employee who is recalled shall be so notified by certified mail, return receipt requested, and shall be expected to report for duty not more than five (5) days after receipt of such notification. Time limit may be waived by agreement of the parties for good cause. Employees recalled to their former classification shall return to the same status they held on the date of layoff in terms of pay rate within classification, vacation and sick leave accumulation, if any, seniority, and all other benefits (including pension, to the extent permitted by ordinance). However, no seniority, leave time, or other benefits shall accrue during the period of layoff. Employees recalled to a lower classification shall retain recall rights to their former classification for the balance of their recall period.
- 14.4** Seniority shall be broken only by the following events: Discharge for cause; retirement;

resignation; layoff for more than the applicable recall period; failure to report for duty within five (5) days after notification of recall (unless waived in accordance with preceding Section). Seniority accumulation shall be suspended (but not broken) during layoff or during long-term leave of absence without pay (more than thirty-(30) days).

- 14.5** 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.
- 14.6** The Town will provide the Union annually with a seniority list containing names, classifications, pay scales, and dates of hire for all employees in the bargaining unit. Additionally, the Town will notify the Union of changes in said list as they occur. The Union agrees to reimburse the Town for the cost of photocopies and postage when billed by the town.
- 14.7** Except as otherwise specifically set forth in this Article, the term "layoff" means involuntary separation from employment because of lack of work, lack of funds, elimination of position, or other legitimate reasons. The term "layoff" shall not include demotion, nor cases where an employee is promoted but does not successfully complete the probationary period for the new classification. Such an employee shall be returned to a position in their former classification, if at any time during the probationary period, the town determines they are not qualified for the new classification.
- 14.8** For the duration of the 2013 – 2017 collective bargaining contract, the parties agree to the following:
- A. As a result of the employer contracting out or reassigning to the Board of Education any of this bargaining unit's present work or services, no bargaining unit employee shall be transferred, demoted, have their work week reduced below normal hours, be laid off, or suffer any loss in wage rate, as a result of this contracting out or reassigning to the Board of Education.
  - B. Not as an attempt to shift work out of the bargaining unit but rather to have others support this bargaining unit to finish a task in a given time, the parties agree that:
    - 1. the employer may use supervisors and employees from other bargaining units to temporarily supplement and support the work of this bargaining unit provided the use of said supervisors or employees from other Town bargaining units does not result in the reduction in standard work hours, lay off, demotion, transfer, or loss of wage rate for members of this bargaining unit; and
    - 2. the town may use members of this bargaining unit to temporarily supplement

and support the work of their own and other bargaining units provided that so doing does not result in the demotion, transfer, reduction in standard work hours, layoff, or loss of wage rate for members of this bargaining unit.

#### **ARTICLE XV - Miscellaneous**

- 15.1** The parties acknowledge and agree that the following written memoranda of understanding remain in full force and effect:
- a. Understanding of hiring employee who are not members of the bargaining unit dated 11/07/88.
  - b. Agreement of 11/18/86 regarding retiree health insurance benefits for individuals hired prior to July 1, 1986.
  - c. Addition of 11/18/86 Health Care Cost Containment Agreement.
  - d. Agreements of 11/18/86 relating to Pension Plan.
  - e. Agreement of 2/16/95 regarding the Family & Medical Leave Act of 1993
  - f. Agreement of 2/16/95 regarding a Flexible Work Schedule Policy.

#### **ARTICLE XVI - Duration**

- 16.1** 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.
- 16.2** This Contract shall be in full force and effect from July 1, 2021 to June 30, 2025, 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.

IN WITNESS WHEREOF, the parties hereto have set their hands on this \_\_\_\_\_ day  
of \_\_\_\_\_, 202\_\_\_\_.

**TOWN OF WEST HARTFORD**

**CSEA Local 2001, SEIU**

By \_\_\_\_\_  
Town Manager

By \_\_\_\_\_  
Staff Representative

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

**Memorandum of Understanding  
Between  
The Town of West Hartford  
And  
SEIU, Local 760, Grounds Maintenance Unit**

During negotiations leading to the 1997 – 2002 collective bargaining agreement the Town of West Hartford (the “Town”) and SEIU, Local 760, Grounds Maintenance Unit (the “Union”) discussed the impact of new job descriptions for classifications in the bargaining unit.

Minimum qualifications for the Grounds Maintainer classification included, among other requirements, a valid Commercial Drivers’ License (CDL). It was the interest of the Town to require a CDL of all new employees in the Grounds Maintainer classification. Subsequently, the practice was to require all applicants for the position of Grounds Maintainer to hold a CDL at the time of application and maintain the credential for the term of employment.

The parties have met and agreed to allow future applicants who do not possess a Commercial Drivers’ License to apply and be considered for Grounds Maintainer positions so long as the CDL credential is successfully obtained within the first six months of employment for an otherwise qualified candidate and maintained thereafter for the term of employment. The parties further agree that pursuit of such credentials during the first six months of employment shall not be an expense absorbed by the Town in either time off, fees, or any other costs. Failure to obtain the credentials during the probationary period shall be grounds for dismissal and will not be grievable.

In witness whereof, the parties have caused their duly authorized representatives to affix their signature this 3rd day of December, 2007.

For the Town of West Hartford

For the Union

/s/ James Francis  
James Francis  
Town Manager

/s/ George Gould  
George Gould  
Staff Representative  
SEIU, Local 760

/s/ Patricia J. Morowsky  
Witness

/s/ Dane Salzarulo  
Witness

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE TOWN OF WEST HARTFORD  
AND  
SEIU, Local 2001, CSEA (Grounds Maintenance Unit)**

The Town of West Hartford and SEIU, Local 2001, CSEA have met to discuss changes in the Town Pension Plan that are reflected in Article VIII, Section 11 (L)(b) of the 2007 – 2012 collective bargaining agreement regarding other income earned while receiving Disability retirement benefits from the Town. Any employee who meets the qualifications of a Disability Retirement that has arisen out of and in the course of the member's employment with the Town of West Hartford shall be provided a benefit minimum of 50% of the employee's base pay, as defined. To further the understanding of how this offset provision shall be applied, the following examples are provided:

**EMPLOYEE A -**

- Employee's annual base salary at the time of disability is \$45,000.
- Employee has worked for the town for more than 10 years.
- The employee's disability retirement benefit is \$22,500 per year.
- The employee/retiree has an income of \$20,000 for the calendar year, excluding the disability benefit from the Town of West Hartford.
- There are no other sources of income.

Under this scenario, the employee/retiree continues to receive the regular disability retirement benefit, as outlined in the Pension Ordinances, since the combined earnings (\$42,500) are less than the \$45,000 annual base salary at the time of the employee's disability.

**EMPLOYEE B -**

- Employee's annual base salary at the time of disability is \$50,000.
- Employee has worked for the town for more than 10 years.
- The employee's disability retirement benefit is \$25,000 per calendar year.
- The employee/retiree has a calendar year income of \$60,000, including the \$25,000 disability payments from the Town of West Hartford.
- Combined income exceeds the \$50,000 Base Pay by \$10,000.

Under this scenario, the employee/retiree's earnings exceed the annual base salary at the time of disability. Fifty (50%) percent of the \$10,000 earnings that exceed the base pay, or \$5,000, will be reduced from the employee/retiree's \$25,000 disability payments for the subsequent calendar year.

The employee/retiree receiving a Disability benefit under this provision must submit proof of income including copies of State and Federal Tax returns, each year to the Pension Office by April 15<sup>th</sup> in order to retain their Disability Pension.

Other provisions related to the administration of this benefit shall be determined by the Pension Board.

FOR THE TOWN:

FOR THE UNION:

/s/ James Francis  
James Francis  
Town Manager  
12-3-2007  
Date

/s/ George Gould  
George Gould  
Staff Representative  
12-3-2007  
Date

**MEMORANDUM OF UNDERSTANDING**  
**Between the**  
**Town of West Hartford**  
**And**  
**CSEA Local 2001, SEIU, Grounds Maintenance Unit**

The Town of West Hartford and CSEA Local 2001, SEIU, Grounds Maintenance 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 531, SEIU, Local 760, SEIU, Local 2001, CSEA, Grounds Maintenance Unit, unless superceded 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

\_\_\_\_\_  
Rick Ledwith  
Executive Director of Human Resources

\_\_\_\_\_  
Charlie Fabian  
Staff Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

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Witness

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE TOWN OF WEST HARTFORD  
AND  
CSEA Local 2001, SEIU (Grounds Maintenance Unit)**

The Town of West Hartford and CSEA Local 2001, SEIU, Grounds Maintenance Unit, have met in negotiations leading to the 2013-2017 collective bargaining agreement. The parties have incorporated new formatting into the 2013-2017 contract. The parties further agree that specific Article and Section notations in previously executed Memoranda of Understanding (MOU) entered into between the parties should be referenced in the contract in place at the time the original MOU was established.

In witness whereof, the parties have caused their duly authorized representatives to affix their signatures this \_\_\_\_\_ day of \_\_\_\_\_ 2017.

For the Town of West Hartford

For the Union

\_\_\_\_\_  
Rick Ledwith  
Executive Director of Human Resources

\_\_\_\_\_  
Charles Fabian  
Staff Representative

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Witness

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**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE TOWN OF WEST HARTFORD  
AND  
CSEA Local 2001, SEIU (Grounds Maintenance Unit)**

The Town of West Hartford and CSEA Local 2001, SEIU, Grounds Maintenance Unit, have met in negotiations leading to the 2013-2017 collective bargaining agreement. The parties have incorporated an amended policy in compliance with the Family and Medical Leave Act, as amended, as part of the collective bargaining agreement.

In witness whereof, the parties have caused their duly authorized representatives to affix their signatures this \_\_\_\_\_ day of \_\_\_\_\_ 2017.

For the Town of West Hartford

For the Union

\_\_\_\_\_  
Rick Ledwith  
Executive Director of Human Resources

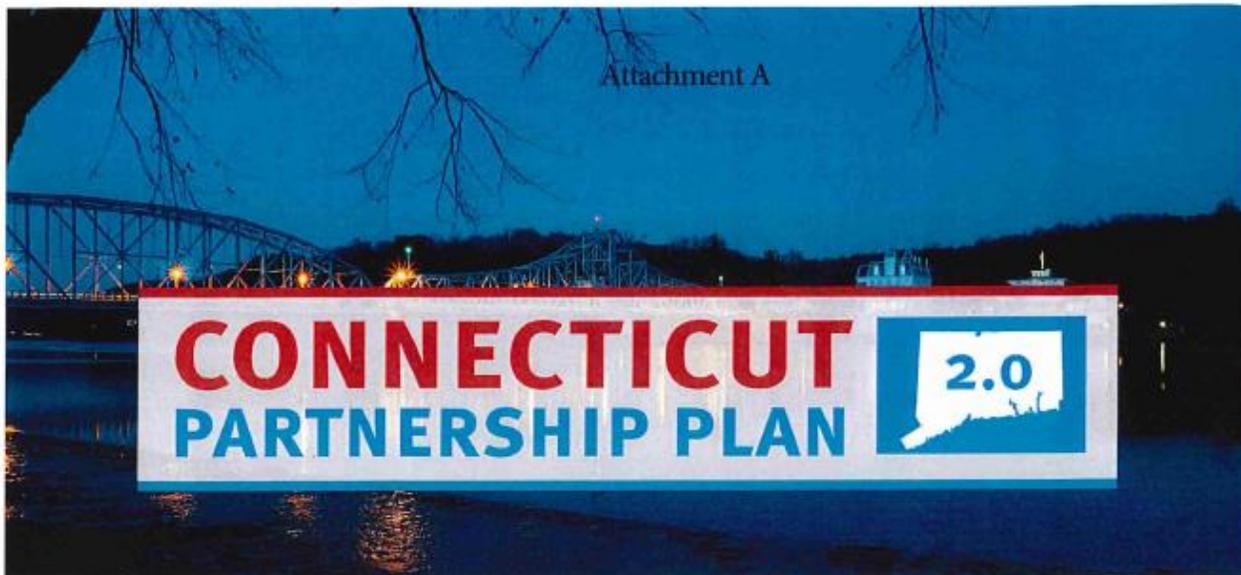
\_\_\_\_\_  
Charles Fabian  
Staff Representative

\_\_\_\_\_  
Witness

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Witness

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Witness



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*A Great Opportunity for Very Valuable Healthcare Coverage*

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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](https://osc.ct.gov/ctpartner).

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

BENEFIT FEATURE	IN-NETWORK	OUT-OF-NETWORK
Preventive Care (including adult and well-child exams and immunizations, routine gynecologist visits, mammograms, colonoscopy)	\$0	20% of allowable UCR* charges
Annual Deductible (amount you pay before the Plan starts paying benefits)	Individual: \$350 Family: \$350 per member (\$1,400 maximum)  <b>Waived for HEP-compliant members</b>	Individual: \$300 Family: \$900
Coinsurance (the percentage of a covered expense you pay <b>after</b> 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 <sup>1</sup> <b>** High Cost Testing (MRI, CAT, etc.)</b>	\$0 copay ( <b>your doctor</b> will need to get prior authorization for high-cost testing)	20% of allowable UCR* charges ( <b>you</b> will need to get prior authorization for high-cost testing)
Durable Medical Equipment	\$0 ( <b>your doctor</b> may need to get prior authorization)	20% of allowable UCR* charges ( <b>you</b> may need to get prior authorization)

<sup>1</sup> 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.

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

(continued on next page)

2

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](https://carecompass.quantum-health.com), or by clicking Sign In on the Care Compass home page
- To view forms, visit [CareCompass.CT.gov/forms](https://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](https://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](https://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](https://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](https://carecompass.ct.gov/orthopedics).

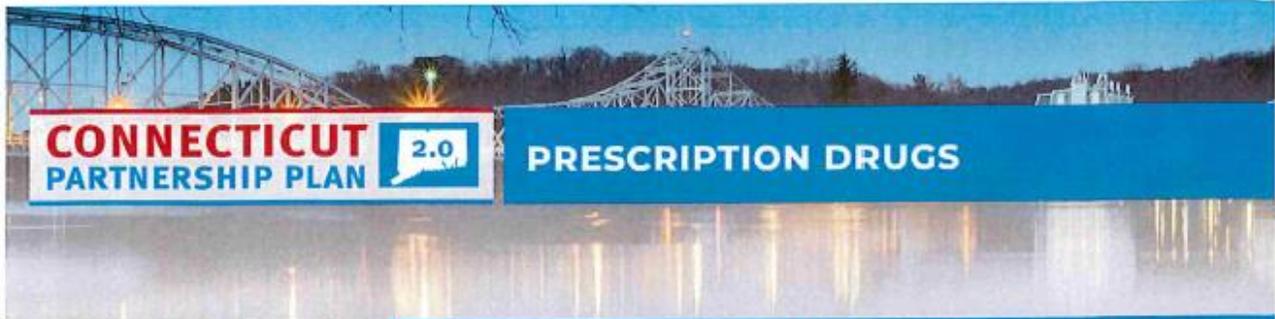
### *Help Managing and Reversing Diabetes*

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](https://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](http://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](http://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			
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 <sup>†</sup>	N/A	N/A	N/A	N/A	N/A	<b>UPDATED</b> 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](https://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.*

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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](https://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.



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

[www.osc.ct.gov/ctpartner](http://www.osc.ct.gov/ctpartner)  
860-702-3560

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

**Quantum Health**  
[CareCompass.CT.gov](http://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](http://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](http://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.



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 coating<sup>1</sup> and the frame, or contact lenses in lieu of eyeglasses.

<b>Benefit Frequency</b>	
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
<b>In-Network Services</b>	
<b>Copays</b>	
Exam(s)	\$0.00
Materials	\$0.00
<b>Frame Benefit (for frames that exceed the allowance, and additional 30% discount may be applied to the coverage)<sup>2</sup></b>	
Private Practice Provider	\$50.00 retail frame allowance
Retail Chain Provider	\$130.00 retail frame allowance
<b>Lens Options</b>	
Standard Scratch Resistant Coating - covered in full. Other optional lens upgrades may be offered at a discount (discount varies by provider).	
<b>Contact Lens Benefit<sup>3</sup></b>	
<b>Selection contact lenses</b> 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.
<b>Non-selection contact lenses</b> 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
<b>Necessary contact lenses<sup>4</sup></b>	Covered in full after copay (if applicable).
<b>Out-of-Network Reimbursements (Copays do not apply)</b>	
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 <sup>5</sup>	Up to \$105.00
Necessary Contacts in Lieu of Eye Glasses <sup>4</sup>	Up to \$210.00
<b>Discounts</b>	
<b>Laser Vision</b> - 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.	
<b>Additional Material</b> - 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.	
<b>Hearing Aids</b> - 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.	

<sup>1</sup> On all orders processed through a company owned and contracted Lab network.

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

<sup>3</sup> 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.

<sup>4</sup> 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 copy 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](http://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](http://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 # 4593-0301**  
**Delta Dental PPO plus Premier™**

	<u><b>If a Delta Dental PPO™ Network Dentist is Used</b></u>	<u><b>If a Delta Dental Premier® or Non-Network Dentist is Used</b></u>
Calendar Year Deductible		
• Per Person	\$50	\$50
• Family Aggregate Maximum	\$150	\$150
	<b><u>Plan Pays:</u></b>	<b><u>Plan Pays:</u></b>
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 (1 per calendar year for children to age 19)		
• Sealants (To age 16) & Space Maintainers (To age 14)		
Remaining Basic (After Deductible)	100%	100%
• Fillings, Extractions, Root Canals (Endodontics)		
• Periodontal, Oral Surgery		
• Repair of Dentures & Removable Prosthodontics		
Crowns & Prosthodontics (After Deductible)	50%	50%
• Crowns, Gold Restorations		
• Bridgework, Full & Partial Dentures		
• TMJ		
Calendar Year Maximum (Per Person)	\$2,000	\$2,000
Orthodontia (Dependent Children Only)		
• Coinsurance	50%	50%
• Lifetime Maximum	\$2,000	\$2,000

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

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

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

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

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

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

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

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