

CONTRACT BETWEEN
THE TOWN OF WEST HARTFORD
AND
LOCAL 1142 OF COUNCIL #4
AFL-CIO
2024-2029
STREETS UNIT



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Preamble

This agreement entered into by and between the Town of West Hartford, hereinafter referred to as the "Town", and Local 1142 of Council #4 of the American Federation of State, County, and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union".

ARTICLE I
RECOGNITION

1.1 The Town recognizes the Union as the sole and exclusive bargaining agent for the purposes of collective bargaining on matters of wages, hours of employment and other conditions of employment for the employees in the Division of Streets, Division of Fleet Maintenance, and the Division of Traffic Safety, except supervisors, managers and employees included in other bargaining units, seasonal employees, temporary employees (less than ninety (90) working days), and the clerical staff.

ARTICLE II
UNION AND TOWN SECURITY

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

2.1 The Town agrees to deduct from the pay of all its employees who authorize in writing such deduction from their wages, such membership dues or service fees as may be fixed by the Union. Such deductions shall be discontinued in the event of termination of the employee's services or when an employee is no longer a member of the Union, in accordance with the Union's policy. All such requests shall be on forms provided by the Union, which is attached under Attachment F, and shall be submitted to the Finance Department at least fifteen (15) calendar days before they are to become effective. No refunds will be made to any employee in the event of their failure to comply with this provision, nor will any refund be made for any dues deducted if the employee does not comply to the Union Security Section of this Article. All deductions under this section shall be made from wages payable on the first regular payroll of each month.

2.2 The total amount deducted each month in accordance with the provisions of this agreement will be remitted by the Town, together with a list of the employees from whose wages such deductions have been made, to such individual and at such address as shall be specified by the Secretary of the Union. Such remittance shall be made by the last day of the month in which deductions are made. The obligation of the Town for funds actually deducted under this Section terminates upon the delivery of the deductions so made to the person authorized to receive such amounts from the Town. Neither any employee nor the Union shall have any claim against the Town for errors in the processing of deductions unless a claim of error is made in writing to the Finance Director within sixty (60) calendar days after the date such deductions were or should have been made.

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

2.4 The Union agrees that it will encourage employees covered by this agreement to give the Town a full day of work to the best of their ability, and in compliance with rules and regulations prescribed under Section 3.0(f), in return for the various benefits provided in this agreement.

2.5 Dues Report - On at least a quarterly basis, or upon the request of the Union, the Town will submit information on employees represented by the bargaining unit in the format of an excel spreadsheet to the Union via a

secure upload site to be provided by the Union. Information regarding new hires in the bargaining unit will be added to the spreadsheet and provided within ten (10) business days of the date of hire.

The spreadsheet will contain the following information for all employees represented by the bargaining unit: last name, first name, middle initial, hire date, rate of pay, job title, worksite, home address, work email, and work telephone number. To the extent the Town maintains information on an employee's home phone, cell phone and home email, such information will also be provided upon receipt of confirmation from the Union that an employee has filed an authorization to release such information, which may be revoked at any time by the employee. The Union shall have the right to use Town owned/leased buildings to conduct Union meetings with bargaining unit members.

ARTICLE III **MANAGEMENT RIGHTS**

3.0 Except where such rights, powers and authority are specifically relinquished, abridged or limited by the provisions of this agreement, the Town has and will continue to retain, whether exercised or not, all of the rights, powers and authority heretofore had by it and, except where such rights, powers and authority are specifically relinquished, abridged or limited by the provisions of this agreement, it shall have the sole and unquestioned right, responsibility and prerogative of management of the affairs of the Town and direction of the working force, 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 incidental duties connected with departmental operations whether enumerated in job descriptions or not, shall be performed by employees.
- (h) To establish contracts or sub-contracts for municipal operations, provided that this right shall not be used for the 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 revise existing job specifications as deemed necessary.

3.1 The above rights, responsibilities and prerogatives are inherent in the Town Council and the Town Manager by virtue of statutory and charter provisions and are not subject to delegation in whole or in part. Such

rights may not be subject to review of determination in any grievance or arbitration proceeding, but the manner of exercise of such rights may be subject to the grievance procedure described in this agreement.

ARTICLE IV **GRIEVANCE PROCEDURE**

4.0

(a) No permanent employee shall be discharged, reduced in rank or compensation, 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. No employee shall be discharged except after a suspension of not less than twenty-four (24) hours pending investigation of the case by the Department Head.

(b) A grievance shall mean a complaint by an employee or group of employees or the Union that as to the employee or the Union there has been a violation, misinterpretation or misapplication of the provisions of this Agreement, or any provision of the Personnel Rules not in conflict with this Agreement.

(c) 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 (A) The aggrieved employee shall first notify their immediate supervisor of the nature of the grievance within six (6) days after the occurrence giving rise to the grievance.

(B) If such grievance is not resolved to the employee's satisfaction within four (4) days after such notification, then within ten (10) days after the original notification to the immediate supervisor, the Union shall submit such grievance in writing to the Department Head, setting forth the facts of the grievance, the contract provisions in question (if any), and the remedy requested. Within five (5) days after said Department Head receives such grievance, the Department Head or their designated representative shall arrange to and shall meet with representatives of the Union for the purpose of adjusting or resolving such grievance. The Department Head or their designated representative shall give the Union their answer to the grievance in writing within ten (10) days after such meeting.

Step 2 If it is not satisfied with the answer of the Department Head or their designated representative to the grievance, the Union within seven (7) days after it receives such answer, may submit such grievance in writing to the Director of Human Resources. Within seven (7) days after the Director of Human Resources receives such grievance, the Director or their designated representative shall arrange to and shall meet with the representatives of the Union for the purpose adjusting or resolving such grievance. The Director or their designated representative shall give the Union his 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 fourteen (14) 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, and all costs for said arbitrator's services shall be borne equally by the Town and Union, 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 all costs of the services of that Association. The decision of the Arbitrators shall be final and binding on both parties. The parties

agree to participate in mediation prior to an arbitration hearing. Neither party shall reject the mediation process.

- (d) The time limits provided for in paragraph "c" of this Article may be extended by agreement of the parties.
- (e) Nothing contained herein shall prevent any employee from presenting their own grievance and representing themselves in Steps 1 through 3 of these procedures.
- (f) Beginning at Step 2, all grievances and answers thereto shall be set forth in letters delivered by hand or email.
- (g) Failure at any step to appeal within the specified time limits shall be considered acceptance of the decision rendered. Failure of the Town to render a decision within the specified time limits shall be grounds for appeal to the next step.
- (h) The Town shall comply with Connecticut General Statutes regarding material in a personnel file however, records of disciplinary suspension shall be deemed removed from an employee's file after three (3) years; records of written warning shall be deemed removed after eighteen (18) months.
- (i) "Days" as used herein shall be calendar days, but if the last day is a Saturday or Sunday, then Monday shall serve as the last day.

ARTICLE V
HOLIDAYS

5.0 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 Par. 1-4, Public Act No. 11.

- | | |
|------------------------|--|
| New Years Day | Labor Day |
| Martin Luther King Day | Columbus Day |
| Veteran's Day | Thanksgiving Day |
| President's Day | Christmas Day |
| Good Friday | Lincoln's Birthday (Floating Holiday) |
| Memorial Day | Employee's Birthday (Floating Holiday) |
| Juneteenth | |
| Independence Day | |

Lincoln's Birthday and Employee's Birthday holidays shall be taken during each fiscal year as floating holidays with pay at a time mutually agreed to and scheduled between the employee and their immediate supervisor. The Lincoln's Birthday and Employee's Birthday floating holidays shall not be taken in June, except for the Employee's Birthday that can be taken for any employee born in June. An employee shall not be denied the scheduling of the floating holiday more than twice during the fiscal year. Under no circumstances shall such holidays be carried over to another fiscal year if not taken, nor will the employee receive premium pay for working on their birthday or Lincoln's Birthday.

Any employee who leaves Town service for any reason shall repay the Town if they have taken their birthday holiday or Lincoln's Birthday before having earned such day (their birthday or Lincoln's Birthday). As an option the employee may elect to subtract the unearned day from any accumulated vacation days the employee has due them at separation.

5.1

- (a) Holidays falling on a Saturday shall be celebrated on the preceding day.

- (b) Holidays falling on a Sunday shall be celebrated on Monday.
 - (c) Second-shift employees scheduled to work on December 24 and/or December 31 will be scheduled from 10:00 a.m. to 6:00 p.m.
 - (d) Nothing in this agreement is to be construed as preventing the Town Manager, with the approval of the Town Council from substituting another day for one of the holidays listed above.
- 5.2 Whenever any of these holidays shall occur while an employee is out on sick leave, there will be no charge to sick leave for that holiday.
- 5.3 When a holiday occurs during regular vacation, the employee shall be granted an additional vacation day.
- 5.4 In order for an employee to be eligible for holiday pay, they must have worked the full-scheduled workday immediately before and after the holiday unless the absence on either of such days was excused in writing by the Town or unless the employee was on paid leave.
- 5.5 Nothing in this agreement shall in any way abridge the Town's right to schedule employees to work on recognized holidays.
- 5.6 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 which may be negotiated with other bargaining units. Work assignments on such officially declared days of mourning or celebration shall be made first from among volunteers, then by inverse order of seniority within classification.

ARTICLE VI
VACATIONS

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

Less than four (4) full years of service	5/6 day per month
Four (4) but less than fifteen (15) full years of service	1-1/4 days per month
After fifteen (15) full years	1-2/3 days per month

One year's vacation accrual shall be credited to each employee on July 1st of any year and 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 prorated 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 employee's 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 whichever came later. For an employee with prior accumulation of vacation leave said repayment shall be first subtracted from prior accumulated vacation days.

- (b) In addition, after an employee has completed the number of full years of service indicated below, they shall be credited with the number of vacation days indicated below, over and above the number of days earned in (a).

<u>Length of Service</u>	<u># of Days Credited</u>	<u>Length of Service</u>	<u># of Days Credited</u>
10 years	1 day	20 years	1 day
11	2 days	21	2 days
12	3 days	22	3 days
13	4 days	23	4 days
14 or 15	5 days	24 or more	5 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.

(d) For the purpose of computing vacation leave, only dismissal or resignation will break the continuity of service; other leave except sick leave and workers compensation will defer vacation leave accrual during such leave. Vacation leave shall not be granted to employees with less than six (6) months of service unless approved by the Department Head. Employees shall have their accrual of such leave computed from the date of their original appointment.

6.1 The Department Head or designee shall establish a vacation schedule based on seniority in classification. 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 department. Any further change in the established vacation schedule shall be mutually agreed to by the employee and the Department Head whose decision will be final.

Vacation leave so postponed shall accrue to the employee's credit notwithstanding the above provision for a maximum of such leave.

6.2

(a) Employees who resign in good standing or who are laid off or who retire shall be granted vacation leave that has accrued prior to the effective date of such action. To resign in good standing, an employee shall give the Department Head notice of such resignation at least fifteen (15) calendar days in advance of its effective date. Vacation leave shall not accrue during the period of terminal leave.

(b) Upon the death of an employee, payment for vacation accrued to the date of such death shall be paid to such person or persons entitled by law to receive any other compensation due the employee.

6.3 In the event of illness during an employee's vacation period, the employee shall be given an option of charging the sick days to their sick leave, providing a Doctor's Certificate verified illness.

6.4 Upon the request of an employee leaving on vacation, pay may be granted for accrued vacation time.

ARTICLE VII
LEAVE PROVISIONS

7.0 Sick leave shall not be considered as an entitlement which an employee may use at their discretion, but shall be allowed only in the 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. At least twenty-four (24) hours' advance notice of doctor and dentist appointments is required unless the appointment is made within such twenty-four (24) hour period. Sick leave with pay shall accrue to the credit of each classified employee as follows and subject to the restrictions listed below.

(a) Sick leave with pay shall accrue to the credit of each classified employee at the rate of one and one quarter (1-1/4) working days for each full month of service to a maximum accrual of one hundred fifty (150) working days. One year's sick leave accrual (15 days) shall be credited each July 1st of any year and shall be posted to each employee's credit with the first full paycheck in July of each fiscal year in addition to their carry over accrual on July 1, however sick leave shall not accrue more than one hundred-fifty (150) days. 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 an 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 accumulation 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.

(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 and the Director of Human Resources. Consideration of such approval shall take into account personal hardship, the nature of 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 work days will be granted only when a certificate from a licensed physician, verifying the need for sick leave, has been submitted to the Department Head. However, a Division Head may require such a certificate for sick leave of any duration if abuse of Article VII is indicated.

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

(f)

(i.) Upon separation from Town service for any reason except retirement under the Town pension plan, unused 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 August 1, 2016 who retire from Town service.

(ii) Employees hired prior to August 1, 2016, who retire under the Town pension plan immediately upon separation from Town services, shall be paid at their 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 employees hired on or after July 1, 2003, sick leave will not be included in the calculation of the employee's average final compensation for the purposes of calculating pension benefits.

(iii) For employees hired prior to July 1, 2003, 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 accrual to the employee's credit up to an additional thirty (30) working days accrual (i.e., three (3) working days payment).

(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 the employee under this Section 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.

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

An employee may utilize accrued sick leave for FMLA qualifying leave in any fiscal year for the birth, adoption or foster care of a child or the serious health condition of a child, parent or spouse in accordance with FMLA provisions and the Town's FMLA Guidelines.

(h) No more than three (3) days of accrued sick leave may be used by the employee each fiscal year for personal business which cannot be conducted at any other time, and which is not covered by any other leave provision in this Agreement. Request for leave under this paragraph should be made as soon as the employee is aware of the need, and in no event less than 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 Division 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.

7.1 No more than two (2) officers or stewards of the Union, as are in the employ of the Town and who are designated by the Union for the purpose of adjusting grievances and disciplinary action in accordance with procedures specified by Article IV, will be granted a reasonable amount of time from their regular duties for conferring with the Board representatives or employees without loss of time or pay.

7.2 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, or other relatives actually domiciled in the household of the employee or to whose support the employee contributed a majority share;
- 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.

7.3 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.

(a) Written request for such leave shall be submitted by the employee and their alternate to their Department Head at least ten (10) calendar days prior to the first day of such requested leave, and shall be accompanied by evidence satisfactory to the Department Head that the request has been approved by the Union.

(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, but leave without pay aggregating an additional ten (10) days may be granted annually by the Department Head.

(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 or their alternate 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 the request for leave under this Section, shall grant or deny the request in writing to the employee. In granting any such request, the Director may require that the employee, upon their return to duty, furnish a report of the proceedings or other evidence of 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 leave in their capacity as a representative of the Union as distinguished from 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.

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

(a) Jury duty.

(b) Any other required appearance before a court or other public body except where the employee is a litigant in a private action.

(c) Participation in short-term military training (not more than two (2) weeks in any calendar year) in the Federal Reserve or National Guard in accordance with USERRA Guidelines.

(d) Participation in conferences or official meetings which enhance the employee's value to the Town and approved by the appointing authority.

(e) 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, their Town salary shall be reduced by that amount for the duration of the leave.

7.5

A. The Town shall provide adequate Workers' Compensation Insurance under the provisions of the Connecticut Workers' Compensation Act and shall supplement the Workers' Compensation payments of the insurance company so that the employee will receive full pay (less the amount of any worker's compensation award made for temporary disability due to said injury) during this absence, provided that such supplementary benefits shall end one (1) year from the date on which the injuries were sustained; The same time period may be extended up to an additional ninety (90) calendar days by the Town's Human Resource Director and Risk Manager, based solely upon the written and authorized referral for a latent surgery or procedure by the authorized treating physician.

In addition to the foregoing, an employee's paid leave may be extended for an indefinite period, in the sole discretion of the Town's Human Resources Director and Risk Manager if it is determined that such extension is in the best interest of the Town and the employee concerned. To be eligible for any extensions, the employee must, if

directed by the Town, submit an application for disability retirement to the Pension Board and/or submit to a physical examination by a physician authorized by the Town to determine the approximate length of time necessary to return to duty. The Town may, in its sole discretion, at any time during the extension, terminate such indefinite period extension if the Town determines that the extension is no longer in the best interest of the Town and the employee concerned. In that event, the employee is released to work in any capacity by the authorized treating physician and refuses any light duty assignment, in the sole and exclusive discretion of the Town may be placed on unpaid leave status (after the employee is allowed to exhaust all accrued leave) pursuant to the requirements under an approved FMLA leave.

B. Effective October 27, 1998 the supplement referred to 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. When so directed by the Town, an employee out of work due to an on-the-job injury shall present themselves for a medical examination. The Town will bear the full expense of said examination. The failure of such employee to present themselves for an examination as directed will operate to automatically terminate any payments under this Article.

D. Should an employee recover from a third-party 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.

E. Whenever an employee out of work due to an on-the-job injury becomes physically able, as provided by the authorized treating physician, to perform some useful light duty work for the Town, the employee may be required to do so as a condition to receiving the benefits specified in Section A above.

7.6 Any employee may request a leave of absence without pay, which may be granted or denied by the Department Head after consultation with the Director of Human Resources. 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 he wishes 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. The employee shall not accrue vacation or sick leave for any calendar month during which the employee fails to be in service (pay status) the full month, but upon their return 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 Plan.

ARTICLE VIII **INSURANCE AND PENSION PROGRAM**

8.0 Section 1: Health Insurance

A. Effective October 27, 1998, the Town will maintain, on behalf of Town employees, a group health PPO plan in accordance with the Town Health Plan Summary Plan Description. Effective January 1, 2017, the Town shall also offer a High Deductible Health Plan (HDHP) option with Health Savings Account (HSA)/PPO Plan to Town employees.

- (1.) The annual In-Network deductible for the HDHP option shall be \$1,500 for individual coverage and \$3,000 for family coverage. The annual Out-of-Network deductible shall be \$1,500 for

individual coverage and \$3,000 for family coverage. For the purpose of satisfying the plan deductible, all claims shall be cross cumulative (i.e., inclusive of In-Network and Out-of-Network). Thereafter, for the purpose of satisfying the Out-of-Network deductible, all claims shall be paid at an eighty percent (80%) Town paid and twenty percent (20%) employee split. The maximum annual total out of pocket expense shall be \$3,000 for individual coverage or \$6,000 for family coverage. Prescription drug coverage shall be included in all deductible calculations.

(2.) (a.) Under the HDHP, the Town shall fund 60% of the annual deductible into the employee's Health Savings Account effective January 1, 2017 and 50% effective January 1, 2018, (i.e., 50% of \$1,500 for an individual plan and 50% of \$3,000 for either an employee plus one or family plan.)

(b) The Town shall contribute 100% of the Town's portion of the annual deductible for new hires in their initial year of employment regardless of when the employee becomes eligible. The Town shall contribute 100% of the Town's portion of the annual deductible for employees who elect to participate in the HDHP plan during their first year.

(3.) The Town will pay set-up and monthly maintenance fees for Health Savings Account plans. Employees will assume responsibility for all other transaction fees. In-Network Preventive Care visits are paid 100% by the Plan and do not come out of the Health Savings Account. In-Network visits are first paid for by the annual deductible/health savings account and then covered 100% by the Plan. Out-of-Network visits are first paid for by the annual deductible/health savings account and then the employee pays 20% of the claims up to the cost share maximum, then the claims are covered at 100%.

Effective July 1, 2021, the Town shall only offer to each bargaining unit active and retired member the opportunity to participate in the Connecticut State Partnership Plan 2.0 (SPP) for medical benefits in lieu of the medical and benefits described in this Article. The medical benefits shall be as set forth in the SPP effective on July 1, 2021, including any subsequent amendments or modifications made to the SPP by the State and its employee representatives. The administration of the SPP, including open enrollment, beneficiary eligibility and changes, and other provisions shall be as established by the SPP.

The SPP contains a Health Enhancement Plan (HEP) component. All employees participating in the SPP are subject to the terms and provisions of the HEP. In the event SPP administrators impose the HEP non-participation or non-compliance \$100 per month premium cost increase or the \$350 per participant to a maximum of \$1400 family annual deductible, those sums shall be paid 100% in their entirety by the non-participating or non-compliant employee. No portion or percentage shall be paid by the Town. The \$100 per month premium cost increase shall be implemented through payroll deduction, and the \$350/\$1400 annual deductible shall be implemented through claims administration.

In the event any of the following occur, the Town or AFSCME Local 1142 may reopen negotiations in accordance with the Municipal Employee Relations Act as to the sole issue of medical benefits, including plan design and plan funding, employees cost share and/or introduction of a replacement medical benefits plan in whole or in part.

i) If the SPP in its current form is no longer available; or if the benefit plan design of the SPP is modified as a result of a change in the State's collective bargaining agreement with SEBAC, if such modifications would substantially increase the cost of the medical benefits plan offered herein. Reopener negotiations shall be limited to medical benefits plan design and funding, premium cost share and/or introduction of an additional optional medical benefits plan; and/or

ii) If Conn. Gen. Stat. Section 3-123rrr et seq. is amended, or if there are any changes to the administration of the SPP, or if additional fees and/or charges for the SPP are imposed so as to affect the Town any of which amendments, changes, fees or charges (individually or collectively) would substantially increase the cost of the medical benefits plan offered herein. Reopener negotiations shall be limited to medical benefits

plan design and funding, premium cost share and/or introduction of an additional optional medical benefits plan; and/or

In any negotiations triggered under the conditions above as well as negotiations for a successor to the current collective bargaining agreement, the parties shall consider the plan options in place as of June 30, 2017 (as well as the premium cost-sharing amounts as set forth, as may be subsequently negotiated between the parties) to be the baseline for such negotiations, and the parties shall consider the following additional factors:

- Trends in medical insurance plan design outside of the SPP;
- The costs of different plan designs, including a high deductible health plan structure and a PPO plan structure.

Should such negotiations be submitted to arbitration for resolution, the arbitration panel shall consider the foregoing in applying the statutory criteria in making its ruling.

B. Effective and retroactive to July 1, 2014 each member of the bargaining unit hired prior to August 1, 2016 shall contribute three percent (3%) of the employees annual earnings calculated from their base pay rate toward the cost of their health benefit. Effective upon the signing of this agreement employees hired prior to August 1, 2016, base pay rate contribution shall increase to 3.75%. Effective July 1, 2022, the base pay rate contribution shall increase to 4.25%.

Employees hired after 8/1/2016 shall contribute (17%) (not to exceed 3% of annual earnings calculated from their base pay rate) of the fully insured rate for the PPO plan. Effective July 1, 2022, employees hired after August 1, 2016, shall contribute 19% (not to exceed 4.25% of annual earnings calculated from their base pay rate, or sixteen percent (16%) of the fully insured rate for the High Deductible Health Plan for the individual or dependent coverage desired, not to exceed three percent (3%) of the employee's annual earnings calculated from base pay rate.

Current Employees Hired Prior to May 27, 2025, the ratification date of the 2024-2029 Agreement

- Effective May 27, 2025, each member of the bargaining unit shall contribute 20% of the fully insured rate not to exceed 4.75% of the employee's annual earnings calculated from their base pay rate toward the cost of their health benefit (the SPP).
- Effective July 1, 2025, each member of the bargaining unit shall contribute 20% of the fully insured rate not to exceed 5.25% of the employee's annual earnings calculated from their base pay rate toward the cost of their health benefit (the SPP).
- Effective July 1, 2026, each member of the bargaining unit shall contribute 20% of the fully insured rate not to exceed 5.75% of the employee's annual earnings calculated from their base pay rate toward the cost of their health benefit (the SPP).
- Effective July 1, 2027, each member of the bargaining unit shall contribute 20% of the fully insured rate not to exceed 6.25% of the employee's annual earnings calculated from their base pay rate toward the cost of their health benefit (the SPP).
- Effective July 1, 2028, each member of the bargaining unit shall contribute 20% of the fully insured rate not to exceed 6.75% of the employee's annual earnings calculated from their base pay rate toward the cost of their health benefit (the SPP).

New Employees Hired On or After May 27, 2025, the ratification date of the 2024-2029 Agreement

- Effective May 27, 2025, each member of the bargaining unit shall contribute 20% of the fully insured rate not to exceed 6.25% of the employee's annual earnings calculated from their base pay rate toward the cost of their health benefit (the SPP).
- Effective July 1, 2026, each member of the bargaining unit shall contribute 20% of the fully insured rate not to exceed 6.75% of the employee's annual earnings calculated from their base pay rate toward the cost of their health benefit (the SPP).
- Effective July 1, 2028, each member of the bargaining unit shall contribute 20% of the fully insured rate not to exceed 7.25% of the employee's annual earnings calculated from their base pay rate toward the cost of their health benefit (the SPP).

C. Employees shall have the option of being covered by either the Town Plan, the Kaiser Permanente Health Maintenance Organization or the ConnectiCare HMO program. For those employees who choose HMO membership, the employee shall pay toward their health benefit an amount computed in the same manner as stated in Section 1B of this Article, plus any cost in excess of the coverage for the Town Plan. Any such excess cost shall be paid by the employee through payroll deductions. The Town assumes no responsibility for the administration of the HMO plans, nor for any aspect of its operation, including eligibility, cost, coverage, or delivery of health services.

D. 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 by notifying the Benefits Division within thirty (30) days of the change in status (ninety-one (91) days for newborns) otherwise the employee may be required to wait until the next open enrollment period.

E. 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.

F. Effective November 19, 1992, 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 employee's taxable income as provided by law.

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

H. The health plan extends 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 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 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 their eligibility to enroll their 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.

Section 2: Prescription Drug Program

Effective May 24, 2016 the Town will amend its prescription drug program, on behalf of Town employees, in accordance with the following:

1. co-pay of \$5 generic; \$20 Brand-Preferred; \$35 Brand Non-Preferred;
2. network of providers;
3. no maximum benefit;
4. Mandatory mail order (90 day supply of maintenance drugs) after three refills annually at retail for maintenance drugs* with employee co-pay of \$10 for generic; \$40 Brand Preferred; and \$70 Brand Non-Preferred.
5. Prescription drug contraceptive methods approved by the Federal Food and Drug Administration (FDA) in accordance with state statute will be covered under the Prescription Drug Program.

*Maintenance drugs are defined as medications prescribed for chronic, long term conditions taken on a regular, recurring basis.

Section 3: Retiree Health and Prescription Drug Plan

A. 1. For purposes of this Section, employees hired prior to December 31, 1985, the term "retired employee" shall be limited to those who are eligible to receive, and who actually do receive, either an early (reduced) or a normal (unreduced) retirement benefit under the Town pension plan immediately upon separation from Town service.

2. For purposes of this Section, employees who are not members of the Town pension plan on December 31, 1985, either because they are hired after that date or because on their date of hire they did not qualify for participation in the plan, the term "retired employee" shall be limited to those who are eligible to receive, and who

actually do receive, a normal (unreduced) retirement benefit under 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 which they enjoyed immediately prior to retirement. Such plans are described in Sections 1 and 2 of this Article and include the same co-pays, deductibles, and other terms and conditions.

Employees hired on or after May 27, 2025, the ratification date of the 2024-2029 Agreement, and any eligible and enrolled dependents shall be eligible to participate in the same health and prescription drug programs in retirement as that which is offered to active employees in their bargaining unit, as such plans may change from time to time through negotiations.

C. 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 Memorandum of Understanding dated November 17, 1992 concerning retiree health insurance benefits.

D. 1. Employees hired on or after July 1, 1986 and prior to October 27, 1998, who retire with a normal (unreduced) retirement benefit immediately upon separation from Town service, shall pay 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 reaches Medicare eligibility. The Town shall provide and pay the cost of retiree health insurance coverage thereafter, in accordance with Section 3 (F)(1), (2), and (3) of this Article.

2. Employees hired on or after October 27, 1998, but prior to July 1, 2003, who retire with a normal (unreduced- and with eligibility at age 55 with 25 years of service or 30 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 reaches Medicare eligibility. The Town shall provide and pay the cost of retiree health insurance coverage thereafter, in accordance with Section 3 (F)(1), (2) and (3) of this Article.

3. Employees hired on or after October 27, 1998, but prior to July 1, 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 reaches Medicare eligibility. The Town shall provide and pay the cost of retiree health insurance coverage thereafter, in accordance with Section 3 (F)(1), (2) and (3) of this Article.

4. The parties agree that for the duration of this 2002 – 2007 collective bargaining agreement, and in negotiations for all succeeding collective bargaining agreements between the parties, any change in Sections 3 (D)(1), (D)(2), and (D)(3) shall not be mandatory subjects of bargaining.

E. 1. Employees hired on or after July 1, 2003 but prior to August 1, 2016, who retire with a normal retirement benefit (unreduced – and with eligibility at age 65 with 15 years of service or 35 years of service) immediately upon separation from Town service, shall pay 25% of the fully insured rate for individual coverage and at 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 reaches Medicare eligibility.

2. Employees hired on or after August 1, 2016, who retire with a normal retirement benefit (unreduced and with eligibility at age 65 with 15 years of service or 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 reaches Medicare eligibility. At Medicare eligibility, provisions of Section 3 (F) 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).

F. Employees hired on or after May 27, 2025, the ratification date of the 2024-2029 agreement, who retire with a normal retirement benefit (unreduced – and with eligibility at age 65 with 15 years of service or 35 years of service) immediately upon separation from Town service, shall be permitted to enroll in the same health and prescription drug program as that offered to active employees, as that plan may change from time to time through negotiations and 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.

G. 1. 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 State Partnership Plan 2.0's Medicare Advantage Plan. Employees who retired prior to July 1, 2021, at Medicare eligibility shall have the option, to either a Medicare Supplement or Medicare Risk (HMO) Plan; and continuation in either Plan is contingent upon conditions established by the carrier. The Medicare Supplement Plan shall be provided by the Town to the retiree without cost sharing for employees hired prior to August 1, 2016.

2. It is assumed that the retired employee is covered by Medicare - Part A (hospitalization) and Part B (physician and medical services). 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.

3. For employees who participate in the Medicare Risk Plan, the Town will reimburse them for one-half of the Medicare Part B premium, up to a maximum of \$500 per year, exclusive of any social security penalties. This reimbursement shall continue only as long as the retired employee remains in the Medicare Risk Plan.

H. Upon the death of the retiree, medical benefits shall continue, for a period of 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 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 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.

I. At Medicare eligibility, the retired employee's prescription drug plan shall either remain the same as is available to active employees, or be covered by the Medicare Risk (HMO) Plan. Agreement on having this benefit "remain the same as is available to active employees" shall not establish a precedent for other benefit negotiations.

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 State Partnership Plan 2.0's Medicare Advantage Plan, and continuation in the Plan is contingent upon conditions established by the carrier.

J. 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).

K. An employee electing health insurance coverage under this agreement and who, at the time of normal retirement, had previously elected and received either a \$1,500 payment or additional ten (10) days' vacation accrual as part of the health insurance opt-out program for the calendar year, shall reimburse the Town the value of the benefit received on a pro-rata basis for each full month of service that the health insurance benefits are to be received for the balance of the calendar year.

Section 4 - Health Benefits with Disability Retirement

A. Effective October 27, 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:

1. 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 or Medicare Risk (HMO) Plan. The retiree shall continue to contribute toward the cost of the Plan as defined in Section 4 (A)(2) of this Article. For employees retiring on or after July 1, 2021, upon reaching Medicare eligibility, the health plan converts to a Medicare Advantage Plan under the Connecticut State Partnership Plan 2.0.

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

a. 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. $(100 - [15 \times 3.5])$

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

c. 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.

1.) 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.

2.) 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.

Section 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.

Section 6 - Life Insurance

A. Effective October 27, 1998, the Town will participate in a group life insurance plan in the amount of \$50,000 for each full time active employee and will pay the cost of such insurance for each participating employee.

B. Effective October 27, 1998, each employee pensioned will have their group life insurance automatically reduced from \$50,000 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.

Section 7 - Long Term Disability

Effective May 24, 2016, the Town shall provide for active employees disability insurance coverage with the following features: 180 day waiting period, benefit of 60% of pay with \$4,000 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 two (2) years and unable to engage in any occupation thereafter.

Section 8 - Vision Care

Effective October 14, 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 A. For each retiree retiring prior to July 1, 2021 who is eligible for health insurance benefits as defined in Article VIII, Section 3 (B), (C), (D)(1), (E), and (F) and their eligible dependents, one (1) routine vision examination shall be provided per year and be paid in full after an office visit \$20.00 copayment up to reasonable and customary charges while covered by the Town's PPO Plan, until eligibility for the Medicare Supplement plan, or Medicare Risk (HMO) Plan as per practice. Employees retiring on or after July 1, 2021, who are enrolled in the CT State Partnership Plan 2.0 will receive vision benefits in accordance with the terms of the CT State Partnership Plan and, at Medicare eligibility, its Medicare Advantage Plan.

Section 9 - Dental Insurance

Effective October 14, 2003, the Town shall provide a full service dental plan as outline in Attachment B. Effective May 24, 2016, each bargaining unit member may elect to be enrolled in the Plan and pay 25% of the fully insured rate of the fully insured rate for individual coverage and 50% of the fully insured rate for dependent coverage. Employees and eligible dependents may be enrolled during the open enrollment period and must remain participants for at least twelve (12) months. Eligible dependent children may remain on the plan until the end of the calendar year during which they turn age 26. Participation in the Dental Plan is limited to active employees, unless otherwise required by applicable law.

Section 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; and further provided that such change shall not at any time cause the actual cost to employees or retirees to be higher than such cost would be if such change had not occurred.

Section 11 - Pension

A. 1. The Town shall continue the present pension coverage for bargaining unit members hired prior to August 1, 2016 in accordance with the Town of West Hartford Pension Ordinances. 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 August 1, 2016 will become members of the Town of West Hartford Pension Plan, Part E. Part E is a "hybrid" pension plan with both a defined benefit and a defined contribution component. The

Part E member shall contribute 3% of base wages to the Plan. Upon reaching eligibility for a retirement benefit and in compliance with Pension Ordinances, the defined benefit shall be calculated at 1% of base wage multiplied by the member's years of credited service, up to a maximum of 35 years.

Additionally, the Town shall contribute an amount equal to 2.25% of the employee's base wage to a 401(a) Plan. 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.

3. 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.

B. For bargaining unit employees who are Part B members of the Pension Plan, Section 30-19 of the Pension Ordinance shall be modified, effective October 27, 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 Social Security Administration.

C. 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 eligible military or public employers during their first year of service with the Town or during their last year of service with the Town.

D. Effective January 1, 2016, and in each calendar year thereafter, 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 1.25% of base wages for employees hired prior to July 1, 2003 and 1.5% of base wages for employees hired after July 1, 2003 and shall start with the employee's first contribution of the calendar year. Effective July 1, 2025, the match for all employees, regardless of date of hire, shall not exceed 2.0% of base wages. All employees are eligible for the Town's match above.

E. In addition to any other payments which the employee is entitled, anyone hired prior to January 1, 1992 and who is on the payroll on November 1, 1992, and who withdraws from participation in the Town's Pension Plan upon separation from Town service shall:

- a) receive, upon request, and in conjunction with the Pension Ordinance and rules, a refund of all pension contributions except the 1% pension COLA contribution, and
- b) give up all rights now and in the future, to any pension benefits and retirement medical benefits.

F. Effective July 1, 2006 all active employees in the bargaining unit shall contribute 3% of their gross earnings to the Pension fund. Such contribution shall increase according to the following schedule:

An additional .5% per year effective and retroactive to 7/1/2015 for a total of 3.5%

An additional .5% per year effective and retroactive to 7/1/2016 for a total of 4.0%

An additional .5% per year starting 7/1/2017 for a total of 4.5%

An additional .5% per year starting 6/30/2018 for a total of 5.0%

An additional 1.25% per year starting on the signing of this 2018 – 2024 agreement for a total of 6.25%.

Effective and retroactive to July 1, 2014, employees hired on or after July 1, 2003 shall have pension contributions deducted based upon a percentage of their base pay. Any contribution made by said employees on or after July 1, 2014, based on earnings other than base pay shall be refunded to said employees.

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

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

a. Any member who is covered under a collective bargaining agreement with AFSCME, Local 1142, hired before July 1, 2003 and retires on or after July 1, 2003 shall be eligible for retirement from active service and for a normal unreduced retirement allowance if the member shall have attained the age of 55 years and completed 25 years of credited service, or attained the age of 60 years and completed 10 years of credited service, or completed 30 years of credited service, or attained the age of 70 years.

b. Any member hired by the Town on or after July 1, 2003 shall be eligible for retirement from active service and for a normal unreduced retirement allowance if the member shall have attained the age of 65 years and completed 15 years of credited service or completed 35 years of credited service, or attained the age of 70 years.

2. For bargaining unit members hired before July 1, 2003, the Pension Ordinance shall be modified to reflect the following:

a. Each member of Part B hired before July 1, 2003 and retiring on or after July 1, 2003 who is covered under a collective bargaining agreement with AFSCME, Local 1142 shall receive an annual amount equal to 2% of the member's average final compensation multiplied by the member's years of credited service up to 30 years. If such member earns 30 or more years of credited service with the Town (not including any buy back of time) they shall receive an annual amount equal to 70% of the member's average final compensation. Members with years of service prior to January 1, 1986 are subject to a social security offset for years worked prior to January 1, 1986 as outlined in Section 30-18 of the Pension Ordinances, as amended from time to time.

3. For bargaining unit employees who are Part B members of the Pension Plan and who are employed by the Town as of June 30, 2003, the Pension Ordinance shall be modified to reflect the following:

a. Each member hired before July 1, 2003 and retires on or after July 1, 2003 shall be eligible to receive a supplemental benefit if such member does not retire for at least one year after becoming eligible to retire following attainment of 55 years of age and completion of 25 years of credited service or attainment of 60 years of age and completion of 10 years of credited service. The amount of the supplemental benefit that is accrued for such member shall be \$600 at the end of the first year for which retirement is deferred following satisfaction of the pertinent age and service requirements, and increased by an additional \$600 at the end of each additional year for which retirement is deferred.

b. This supplemental benefit shall be paid for the life of the member as of each July 1 following their retirement. As of the first July 1 following the date of death, there shall be a payment equal to the amount that would have been paid had the member not died. No other benefits will be paid pursuant to this supplemental benefit following the date of the member's death.

c. 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.

4. The parties agree that for the duration of this 2002-2007 collective bargaining agreement, and in negotiations for the next four (4) 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. The Pension Ordinance shall be modified effective July 1, 2003 to reflect the following early retirement eligibility standard:

Each member hired on or after July 1, 2003 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, provided that such member 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 service.

I. For bargaining unit employees who are Part B members of the Pension Plan, 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 employee's hired on or after July 1, 2003 the average final compensation shall not exceed the member's highest base pay for any calendar year.

BASE PAY – The yearly salary or wages of a member excluding any overtime payments, premium payments or bonus payments, excluding any lump sum payments for sick or vacation time, and excluding any longevity payments, payments for meals and any other extra payments.

ARTICLE IX
WAGES

Section 9.0

The schedule below shows the hourly rates of pay to become effective for the bargaining unit positions listed and effective on the date specified below:

Streets - Grade 1 (ST01)										
Streets Maintainer I (2306)										
	EFF DATE	% Inc	1	2	3	4	5	6	7	8 - .25 CDL-A
FY25	7/1/2024	3.00%	29.60	30.52	31.50	32.55	33.66	34.74	35.99	36.24
FY26	7/1/2025	3.00%	30.49	31.44	32.45	33.53	34.67	35.78	37.07	37.32
FY27	7/1/2026	3.00%	31.40	32.38	33.42	34.54	35.71	36.85	38.18	38.43
FY28	7/1/2027	3.00%	32.34	33.35	34.42	35.58	36.78	37.96	39.33	39.58
FY29	7/1/2028	3.00%	33.31	34.35	35.45	36.65	37.88	39.10	40.51	40.76

Streets - Grade 2 (ST02)										
Streets Maintainer II (2310), Sign Maintenance Worker (2312)										
	EFF DATE	% Inc	1	2	3	4	5	6	7	8 - .25 CDL-A
FY25	7/1/2024	3.00%	31.49	32.54	33.60	34.73	35.92	37.02	37.90	38.15
FY26	7/1/2025	3.00%	32.43	33.52	34.61	35.77	37.00	38.13	39.04	39.29
FY27	7/1/2026	3.00%	33.40	34.53	35.65	36.84	38.11	39.27	40.21	40.46
FY28	7/1/2027	3.00%	34.40	35.57	36.72	37.95	39.25	40.45	41.42	41.67
FY29	7/1/2028	3.00%	35.43	36.64	37.82	39.09	40.43	41.66	42.66	42.91

Streets - Grade 3 (ST03)									
Sign Maintenance Worker Lead (2320)									
	EFF DATE	% Inc	1	2	3	4	5	6	7
FY25	7/1/2024	3.00%	33.09	34.13	35.34	36.47	37.69	38.90	39.93
FY26	7/1/2025	3.00%	34.08	35.15	36.40	37.56	38.82	40.07	41.13
FY27	7/1/2026	3.00%	35.10	36.20	37.49	38.69	39.98	41.27	42.36
FY28	7/1/2027	3.00%	36.15	37.29	38.61	39.85	41.18	42.51	43.63
FY29	7/1/2028	3.00%	37.23	38.41	39.77	41.05	42.42	43.79	44.94

Streets - Grade 4 (ST04)									
Heavy Equipment & Auto Mechanic (2315), Signal Support Technician (2325)									
Crew Leader - Streets (2300) Street Light Technician									
	EFF DATE	% Inc	1	2	3	4	5	6	7
FY25	7/1/2024	3.00%	36.43	37.35	38.32	39.25	40.24	41.22	41.87
FY26	7/1/2025	3.00%	37.52	38.47	39.47	40.43	41.45	42.46	43.13
FY27	7/1/2026	3.00%	38.65	39.62	40.65	41.64	42.69	43.73	44.42
FY28	7/1/2027	3.00%	39.81	40.81	41.87	42.89	43.97	45.04	45.75
FY29	7/1/2028	3.00%	41.00	42.03	43.13	44.18	45.29	46.39	47.12

Streets - Grade 5 (ST05)									
Signals System Technician (2330)									
	EFF DATE	% Inc	1	2	3	4	5	6	7
FY25	7/1/2024	3.00%	40.57	41.92	43.40	44.88	46.38	47.94	49.76
FY26	7/1/2025	3.00%	41.79	43.18	44.70	46.23	47.77	49.38	51.25
FY27	7/1/2026	3.00%	43.04	44.48	46.04	47.62	49.20	50.86	52.79

FY28	7/1/2027	3.00%	44.33	45.81	47.42	49.05	50.68	52.39	54.37
FY29	7/1/2028	3.00%	45.66	47.18	48.84	50.52	52.20	53.96	56.00

(a) After an employee has completed six (6) months of service, they will be eligible to advance to the second step in the wage schedule at the start of the next full payroll period, providing he meets the conditions set forth in Section 9.2 of this Article.

(b) An employee in the second or any subsequent step up to the maximum of the pay schedule for their respective classification will be eligible for an annual merit increase providing the employee meets the conditions set forth in Section 9.2 of this Article.

9.1

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

(b) All higher classification assignments shall be offered to employees in the unit on the eligibility list in order of their names appearing on the list if the employee is available.

(c) All lower classification assignments which are known at the time a work schedule is prepared, shall be assigned to the least senior employee(s) of the classification in which a surplus occurs, provided such employee(s) are capable of performing the specific task required.

9.2 The Town reserves the right to grant annual merit pay increases. Salary increases within an established range shall depend primarily upon recommendations of merit by the Department Head. Salary increases shall not be predicated solely upon the length of service. Increases shall be given only upon certification by a Department Head that the employee has maintained a satisfactory level of performance throughout the preceding year. It shall be the responsibility of the Division Head to inform any employee who, in the Division Head's opinion, is not maintaining such a satisfactory level of performance. If, after such notice, the employee's performance does not improve, the employee's merit increment may be withheld until the following quarterly merit increment date, at which time the Division Head shall again review the employee's performance. Increases in excess of one step or more often than once per year shall be reserved for exceptional performance and shall be given only with the approval of the appointing authority. Merit salary increases will normally be made effective with the first full payroll period that includes the employee's anniversary date of advancement.

9.3 Effective July 1, 1998, after ten (10) years of consecutive and continuous full time Town 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 30 days after the employee's anniversary date of employment for those years of service when such longevity payments are required. There will be no prorating of longevity pay upon separation from Town service for any reason.

9.4 Wages are payable for the time spent in negotiations during normal working hours but not after such hours.

9.5 When an employee is promoted from one class to another their rate of pay will be increased on the date of such promotion from the current step in their current salary range to the corresponding step in the range for the position to which the employee is promoted, except that the new rate shall not be greater than the second higher rate above the current step in the salary range for the position from which the employee was promoted, either as specified in the pay plan or as projected in increments of four percent (4%) of each step. Following promotion, merit salary increases will normally be made effective the first full pay period of the fiscal quarter starting closest to the anniversary date of the promotion.

9.6 The Town shall maintain a classification plan and make allocations and reallocations to the Classes established thereunder for all positions covered by this contract. The Town shall provide the Union with copies of any new or changed job specifications. Work assignments shall be made so that all employees perform work which is as close to their respective classifications as conditions permit. An effort will be made to give all employees an opportunity to work with all equipment which is the primary responsibility of their classification, provided that the Town retains the right to schedule work so as to provide maximum efficiency of operation.

9.7 Any employee affected by the allocation or reallocation of a position or by any changes in the classification plan or job descriptions or who believes their position is not properly classified, may request the Director of Personnel to review such position. Within thirty (30) days after receipt of such request, the Director of Personnel shall cause a study of the facts to be made and shall meet with the employee(s) and/or their representative(s) for the purpose of such review. The Director of Personnel shall render a decision in writing to the employee, the Union, and the Department Head within thirty (30) days after such meeting. If the employee is not satisfied with the decision of the Director of Human Resources, the employee may within ten (10) days thereafter, submit an appeal to the Personnel Board. Said Board shall hear and act on such dispute in accordance with its rules of procedure and render a decision which shall be final and binding on all parties. The time limits specified herein may be extended by agreement of the parties.

9.8 A differential of five percent (5%) of the employee's hourly rate shall be paid for any work actually performed on any day during which an employee is assigned to a night shift. No differential shall be paid for work performed on a 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 before 6:30 a.m. or ending after 6:30 p.m.

9.9 Employees will be given a copy of their performance evaluation at the time it is reviewed with the supervisor, and upon request may also receive a copy of the final evaluation document which is placed in their personnel file.

ARTICLE X
HOURS OF WORK,
OVERTIME AND HOLIDAY PAY

10.0 The regular work week for the Streets, Fleet Maintenance, and Traffic Safety Divisions shall consist of forty (40) hours worked in eight (8) hour periods of five (5) consecutive days between midnight Sunday and midnight Friday. Normal hours shall be determined by the Department Head with the approval of the Town Manager, which schedule may be changed by the Department Head with the approval of the Town Manager. A schedule of normal hours shall be posted at the field office of the Bureau at least sixteen (16) working hours in advance of each work week.

The second shift, third shift, and sanding crew shall be eight (8) consecutive hours including a half-hour (1/2-hour) meal and rest break.

10.1

(a) Work in excess of the above schedule shall constitute overtime. Management shall have the right to require overtime work 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.

(b) The Town will provide as much advance notice of overtime as possible, and in any event will provide notice of daily overtime at least two (2) hours prior to the end of the shift, and notice of weekend overtime by noon on Thursday. Overtime which does not meet these requirements shall be voluntary, and an employee who either works or refuses such overtime will not be charged for such hours, unless a delay in notification is caused by circumstances beyond the control of the Town, such as weather conditions or equipment breakdown. If the Town fails to cancel a previously announced overtime opportunity at least two (2) hours prior to the end of the employee's last regularly scheduled shift before the overtime, he shall be given four (4) hours pay, unless a delay in notification is caused by circumstances beyond the control of the Town, such as weather conditions or equipment breakdown.

10.2 Overtime work shall be compensated at the rate of one and one-half (1-1/2) times the employee's regular rate of pay 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 because of the operation of Article V, Section 5.1(a) and (b).

(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 duplication or pyramiding of overtime or premium pay for the same hours worked.

(c) Overtime work shall be compensated at the rate of two (2) times the employee's regular rate of pay on an actual holiday (determined without reference to Article V, Section 5.1(a) and (b)). Overtime work on Sundays shall be compensated at two (2) times the employee's regular rate of pay. There shall be no duplication or pyramiding of overtime or premium pay for the same hours worked.

10.3 Compensation for overtime work on holidays as described in Section 10.2 of this Article shall be in addition to regular holiday pay.

10.4

(a) Any employee who is rescheduled to work on a day other than a regularly scheduled working day and who reports for work, shall be guaranteed at least four (4) hours of work even if the work for which they were scheduled cannot be performed because of weather or other factors. The employee shall have the option of refusing an alternative assignment, but if the employee does so the employee shall receive no pay for the time after such alternative assignment was offered.

(b) An employee call in for emergency work as determined by the Town shall be paid at the appropriate overtime rate of pay for actual hours worked. In no case shall the employee be compensated less than four (4) hours at the appropriate overtime rate. Two (2) times the employees rate of pay on Sunday or actual holidays. And one and one-half (1 ½) times the employees regular rate of pay for all other days.

10.5 An employee shall be deemed to have been "called in" only when notified, after punching off the preceding regular shift, of work to be done. If such notice is received before punching out, the employee shall be deemed to

have worked continuously for purposes of this Section. Only hours between the regular quitting time and two (2) hours before the next day's starting time are subject to call-in provisions during the regular work week.

10.6 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.

10.7

(a) Full-time employees shall be given preference on overtime assignments.

(b) All overtime shall be distributed equally among employees within classification. A maximum difference of sixteen (16) working hours among employees on June 30 of any year shall be considered equal distribution.

(c) A record of all AFSCME bargaining unit employees' overtime shall be posted near the time clock and updated at least bi-weekly.

(d) Procedures for distribution of overtime work shall be in accordance with the Memorandum of Understanding attached hereto and made a part hereof.

10.8 Such called-in emergency work as determined by the Town shall include but not limited to: the removal of broken bottles, branches, rubbish, or debris from any street, curb and sidewalk; patch work; replacement of manhole or catch basin covers; placement of barricades and portable signs; and other duties described in the following position Class Specifications: Streets Maintainer I, Streets Maintainer II, Crew Leader, Sign Maintenance Worker and Sign Maintenance Worker Lead. The Town shall maintain a list of voluntary employees in those classifications to perform such "called in" emergency work. An employee may have their name added to such list between June 1 and July 1, and deleted at any time. The Division Head or supervisors will assign the "called in" work as equally as possible among volunteers within each of the above classifications. The Division Head or the supervisors have the right to determine what position classification(s) are necessary to perform the emergency "called-in" work; however, a supervisor shall not perform any of the above "called in" work unless supervision is necessary to complete the work satisfactorily.

An employee who accepts a call-in assignment is expected to respond to such call-in within twenty (20) minutes after acceptance (by reporting directly to the Public Works yard to obtain a Town vehicle for transportation to the job site). If an employee is late three (3) times for a call in, after accepting it, their name may be removed from the call in list for a period of six (6) months.

10.9 Management personnel shall not perform bargaining unit work except under emergency conditions, or when no qualified operators are available, or for instructional purposes, or when testing equipment. Qualified operators are those who are not only in the appropriate classification, but also are capable of performing well the specific task required.

10.10 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, in any pay period.

ARTICLE XI
SENIORITY

11.0 The Town shall maintain a current list of employees in the bargaining unit who have regular status, and showing the most recent date on which they obtained such status. A copy of such list shall be furnished to the Union upon request at reasonable intervals. Seniority shall be defined as an employee's length of continuous service since their most recent date of hire in the Division. Service with another Division in the Department prior to the creation of the Fleet Maintenance Division shall be included in computing the seniority of employees in that Division.

11.1

(a) New employees shall serve a probationary period of twelve (12) months, and shall have no seniority rights during this period, but shall be subject to all other provisions of this agreement. All employees who have completed their probationary period shall be full-time employees and shall acquire length of service records as of the date of their employment.

(b) At least fifteen (15) days prior to the expiration of the new employee's probationary period, the appointing authority shall notify the Director of Human Resources, the employee and the union in writing that the services of the employee were satisfactory, and they will continue the employee, who shall receive a regular appointment in the position; or that the services of the employee were unsatisfactory based on the authority's working test and that they will not continue the employee in the position. Upon such removal, the appointing authority shall report to the Director of Human Resources and to the employee removed, their actions and reasons therefor. No appeal is allowable from dismissal during the probationary period.

11.2

(a) Each official announcement of an examination shall specify the title and salary range of the class for which the examination is announced; the nature of the work to be performed; the necessary and desirable qualifications therefore; the time, place and manner of making application; special requirements or qualifications; and such other information as the Director of Human Resources may consider pertinent and useful.

(b) The official notice of an examination shall consist of the posting of a notice thereof on the Town of West Hartford website and on a public bulletin board maintained in Public Works. The Director of Human Resources shall also make use of such other means of publicizing the announcement of each examination as, in the Director's judgment, are best suited for informing qualified persons that the examination is to be given, including posting of examination notices in all Town office and installations.

(c) Promotional examinations shall not be limited to employees of a single organizational unit, except as this may affect any experience requirement. However, every attempt will be made to ensure that position vacancies will be filled by Town employees who successfully meet the examination standards. Promotional examinations shall include an evaluation of employee performance and seniority in service, in addition to any of the tests enumerated for open competitive examinations. Such examinations shall be administered only to employees who meet all other requirements for admission to an open competitive examination for the class of position. All promotional position vacancies, as determined by the Department Head, shall be filled within sixty (60) days after such position(s) become vacant unless otherwise mutually agreed.

(d) The Town will agree to promote the applicant who, after taking such examinations as required, is placed on the eligible list, is certified as one of the top three (3) eligible and has the highest current position classification, provided that the other two (2) certified eligible are assigned to lower position classifications.

(e) It should be clear that if the top three (3) certified eligible are in the same position classification, the appointing authority may select any one of the three (3) to fill the promotional position vacancy. On the other hand, if two (2) certified eligible are in the same position classification and the third is in a lower classification, the appointing authority may select any one (1) of the two (2) certified candidates in the higher classification to fill the promotional position vacancy.

(f) Nothing in this Section 11.2 shall be applied so as to conflict with Section 7-474(g) of the Connecticut General Statutes, or any other provision of state or federal law.

11.3

(a) Layoffs within classification shall take effect as follows: first, among temporary employees; then regular part time employees; then probationary employees; and finally, regular full-time employees.

(b) In the event of layoffs among regular full-time employees 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 employee in any equivalent or lower job classification for which they are qualified in the same Division and such replaced employee may exercise the same right. 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 same Division.

(c) Employees on layoff shall retain recall rights for a period of two (2) years from the date of layoff, or a period equal to their seniority at the time of layoff, whichever is less. Recall shall be in order of seniority and no new employee shall be hired in a given classification until all employees laid off from that classification have been given an opportunity to return to work. 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. The time limit may be waived by agreement of the parties for a good cause. Recalled employees shall return to the same status they held on the date of layoff in terms of classification, 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. Recall shall be to the employee's former classification within the division or to any class within the division which the employee is qualified as long as all promotional opportunities for existing active employees have been exhausted.

(d) For purposes of layoff and promotion, there are two (2) recognized divisions, Streets and Fleet Maintenance. For all other purposes, it is recognized there are three divisions Streets, Fleet Maintenance, and Traffic Safety.

(e) Employees shall be laid off in accordance with the terms of Article XI, Section 11.3 (a) and (b) of this collective bargaining agreement.

(f) If an employee is to be laid off such an employee shall be eligible for severance pay at the rate of four weeks' pay for up to the first 2 full years of continuous employment and an additional two weeks' pay for each full year of continuous service thereafter up to a maximum of twenty-six (26) weeks. Pay shall be computed based on the employee's regular rate during the last full pay period of employment within the bargaining unit. This severance provision does not apply in cases of retirement, death, voluntary quits, or termination for just cause.

11.4 Seniority shall be broken only by the following events: discharge for cause; retirement; resignation; layoff in excess of recall period; failure to report for duty within five (5) days after notification of recall unless such time limit is waived as provided in Section 11.3(c). Seniority accumulation shall be suspended (but not broken) during layoff or during long-term leave of absence without pay (more than thirty (30) days).

11.5 Employees who transfer into one of the divisions covered by this Agreement shall be credited with all their continuous service with the Town for purposes of computing fringe benefits under this Agreement. Those benefits which are cumulative shall be carried over, to the extent permitted by law and applicable bargaining agreements, at the time of the transfer. However, such service with other departments of the Town shall not be credited in computing seniority under Section 11.4 of this Agreement, except as provided in Section 11.0 of this Agreement.

11.6 Shift selection shall be made by seniority within classification (i.e., with reference to length of service of an employee within their classification, rather than an employee's length of service with the Division).

(a) Shift assignment of employees in job classification(s) which are being performed on more than one (1) shift shall be bid by length of service within the classification and posted at least one (1) week prior to an opening occurring unless the opening occurs with less than one-week (1-week) notice (e.g., is caused by an illness or injury).

(b) The duration of the assignment shall be three (3) months, except the duration may be shorter when the assignment is to cover an absence due to vacation, sick leave or workers compensation. The duration may be shortened or extended by mutual agreement between the Town and the Union. If additional assignments and/or vacancies are established prior to the duration posted at the time of the bid, the bid shall be reopened on posting of the additional assignments. Changes in shift will commence on Sunday.

(c) Vacancies occurring on any shift shall be posted for bidding by those employees working in the classification on other shifts.

(d) The least senior employee by classification shall be assigned to the shift if there is an insufficient number of bids to fill open positions.

(e) Displacement of an employee already assigned to a shift by another more senior employee, shall not be allowed for the duration of that assignment.

(f) Trading of shift assignments by mutual agreement between two (2) employees for periods of at least one (1) week shall be allowed with approval of the Department Head or designee.

11.7 The parties agree, for the duration of the contract to the following:

A. As a result of the employer contracting out or as a result of 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 as a result of this 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 after all work assignments have been issued to other available and qualified personnel and there is a shortage of bargaining unit personnel to complete the tasks of the division and provided the use of said supervisors or employees from other 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 with the understanding that the Town may use supervisors and employees from other bargaining units, in situations of limited duration, that would not have otherwise caused the Town to use an employee on overtime; 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 XII
SAFETY AND HEALTH

12.1 A joint safety committee shall be formed by the Town and the Union and said committee shall meet monthly to review and recommend safety and health conditions in all departments.

12.2 Effective July 1, 1998, each employee in the bargaining unit during the month of July of each fiscal year shall be given a \$275 meal allowance. Such allowance shall be paid, minus applicable taxes, in a separate check within the month of July. For employees who are hired between August 1 and June 30 of the fiscal year, such meal allowance shall be prorated and paid within thirty days of their start date. Employees who are in active status less than eight (8) months of the fiscal year shall repay the Town for this meal allowance on a prorated basis. Effective July 1, 2000, the meal allowance shall be increased to \$300.

12.3 The Town will provide eleven (11) uniforms, five (5) hi-visibility T-shirts to staff that work in the field and in traffic and five (5) non-hi-visibility T-shirts to Mechanics, and uniform cleaning service. Employees shall be issued two (2) pairs of OSHA compliant work boots or shoes each year, and shall be issued one (1) winter/all-weather hi visibility jacket (which style and jacket weight shall be mutually agreed to by the Town and a majority of the employees through the Town's vendor) and one (1) hooded pullover with the style and brand mutually agreed to by the Town and a majority of the employees and which meets industry standard for quality and durability, twice in every three (3) contract years and employees shall be permitted to buy more at cost. Bid specifications for boots shall be limited to Knapp, Hi-Test, or other mutually agreed brands. All employees are required to wear their uniforms, shoes and safety equipment (when needed) while on duty unless excused by medical certification or other circumstances beyond their control, such as loss or damage to uniforms by the cleaning service. Town issued T-shirts may be substituted for uniform shirts in hot weather.

12.4 The Town will also provide special apparel as needed in the various classifications, including rain suits, rubber boots, work goggles, gloves, safety vests, and hard hats, which shall be issued as needed, and thereafter replaced by the Town upon inspection of the worn or damaged article. Lost or stolen articles will be replaced at the employee's expense.

12.5 All uniforms or equipment provided by the Town will be returned to the Town if the employee leaves the Town service for any reason.

12.6 The Town and the Union agree to incorporate provisions of a Drug & Alcohol Testing policy in compliance with the Federal Highway Administration herein by reference which includes access to an Employee Assistance Program.

12.7 The Town shall pay for, or reimburse an employee who holds a CDL License and is required to have a medical exam to maintain their license.

12.8 If the Town requires an employee to obtain a CDL or upgrade a current CDL which is job related the Town shall provide in service training or shall pay the cost for a CDL for one test cycle. The Town will provide on the job training when operational needs allow as determined by the Operations Manager. Training requests from the employee shall not be unreasonably denied. The employee will be responsible for any additional training that may be needed to be eligible to test for their CDL under state and federal CDL exam guidelines.

For upgrades that are voluntary (meaning employees are requesting the training to upgrade their license and the license is not a requirement of their job), the Town may offer in service training once all required or promotional opportunities have been filled and the training schedule allows. Training requests from the employee shall not be unreasonably denied.

ARTICLE XIII
NON-DISCRIMINATION

13.0 Both parties agree to continue their policies of not discriminating against any employees on the basis of race, color, religion, national origin, age, sex, marital status, physical disability, or political or labor organization affiliation. The use of masculine or feminine pronouns is intended to refer to employees of either sex.

ARTICLE XIV
MISCELLANEOUS

Section 1 Anyone hired prior to January 1, 1992 and who is on the payroll on November 1, 1992 and who withdraws from participation in the Town's Pension Plan upon separation from Town service shall:

- A. Receive, upon request, and in conjunction with the Pension Ordinance and rules, a refund of all pension contributions, except the 1% pension COLA contribution, and
- B. Give up all rights, now and in the future, to any pension benefits and retirement medical benefits.

Section 2 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.

Section 3 The parties acknowledge and agree that the following written memoranda of understanding remain in full force and effect:

- a. Distribution of Overtime (1-20-89)
- b. Health Care Cost Containment (1-13-86)
- c. Agreement regarding retiree health insurance benefits for individuals hired prior to July 1, 1986 (11/17/92)

The parties acknowledge and agree that there may be other written memoranda of understandings in effect.

ARTICLE XV
DURATION

15.0 This Contract shall be in full force and effect from the date of execution, provided that wages and other benefits which can be implemented retroactively shall be in full force and effect from July 1, 2024. It shall continue in effect through June 30, 2029, and thereafter unless amended or modified in the manner described below, or terminated in accordance with the law. Wage increases and other changes which bear an effective date prior to the ratification of this agreement shall be implemented retroactive to the date indicated. All other changes shall be implemented as soon as possible after the ratification of this agreement.

15.1 This Contract contains the full and complete agreement between the parties on all negotiable issues, and neither party shall be required during the term hereof to negotiate upon any issue, whether it is covered or not covered in this Contract. However, if the Town makes a decision to transfer vehicle maintenance work now performed by Town employees in another bargaining unit to the Fleet Maintenance Division, the effects of that decision will be negotiated with the Union, and with the Union representing the Town employees now performing such work.

15.2 Between the first day of January and the first day of February in any calendar year beginning with 2029, either party may notify the other that it wishes to amend or modify the Contract as of the next succeeding first day of July. Within thirty (30) days of such notification, the party receiving the notification shall meet with the other party to discuss the proposed amendments or modifications.

15.3 IN WITNESS WHEREOF, the parties hereto have set their hands on this 6th day of June, 2025

TOWN OF WEST HARTFORD

LOCAL 1142, COUNCIL #4, AFSCME

By [Signature]
Rick Ledwith
Town Manager

[Signature]
Travis Cromack, Business Representative

[Signature]
[Signature]

[Signature]
[Signature]

MEMORANDUM OF UNDERSTANDING

Distribution of Overtime

It is hereby agreed between the Union and the Town that the following methods shall be used to charge overtime hours for the purpose of arriving at equal distribution within classification as required in Article 10.7 (b) of the contract.

- (a) It shall be understood that the following methods apply to all employees in a given classification.
- (b) The term "not available" shall mean that an employee:
 - 1. is not working when overtime is offered to employees who are working, unless he is working another shift on the same day:
 - 2. or was absent without authorized leave at the end of his last regular work day before the overtime is actually worked:
 - 3. or cannot be reached by the same method used to reach other employees when the overtime is offered, unless he is working another shift on the same day:

An employee who cannot be reached or refuses an overtime offer shall not be considered "not available" for other overtime offers before the next regular work day, even though it may be necessary to make such offers by telephone.

- (c) An employee who is offered overtime and actually works the overtime shall be charged for the hours worked regardless of what job classification he is working in at the time, unless exempted from being charged by Article 10.1 (b) of the contract.
- (d) An employee who is offered overtime and refuses it, or accepts it, but does not work it, or is "not available" when it is offered, shall be charged for the number of hours worked by the employee who does accept the offer, unless exempted from being charged by Article 10.1 (b) of the contract.
- (e) An employee who, on a Thursday, is offered and accepts a weekend overtime assignment, and then is absent from work on Friday due to illness, shall call in at least one-half (1/2) hour before the end of the day shift and give notice of whether or not he expects to work the overtime.
- (f) An employee who is offered and accepts an overtime assignment and then is not able to work the assignment shall give notice of this before the assignment begins unless he has already given notice under paragraph (e) above.
- (g) An employee who accepts an overtime offer of known duration and reports to work for the overtime shall work the full duration of the assignment unless he is unable to do so because of unforeseen circumstances beyond his control, or has previously arranged to work less time. In any event, he shall be charged for the full duration of the overtime assignment.
- (h) An employee who is not at work when overtime is offered, but is expected to come to work and is at work at least one (1) hour before the end of the work period, shall be offered the overtime the same as if he had been working when the overtime was first offered. This paragraph shall apply to Fleet Maintenance employees only if the Union so notifies the Town in writing.
- (i) An employee who is "not available" when overtime is offered may notify a Streets Supervisor or the dispatcher that he wants to work. Such notice must be given at least fifteen (15) minutes before the end of the day

shift or release of the major portion of an overtime crew. Such employees shall then be offered the overtime only if all other employees, including employees in equal and higher classifications traditionally used for the given assignment in the absence of properly classified employee and employees on a current eligibility list for the proper classification, have either been offered the assignment or are "not available" and additional employees are still needed. If such employee does not then accept the assignment when it is offered he shall be charged the number of hours worked by the employee with the lowest accumulated overtime. If such employee is not offered the overtime, he shall not be charged for any overtime, Paragraph (d) herein notwithstanding. This paragraph shall apply to Fleet Maintenance employees only if the Union so notifies the Town in writing, in which case notice must be given to the appropriate supervisor in these activities.

(j) An employee who misses work because of absence of one (1) week or more shall be charged with the average number of hours charged to other employees in the same classification during his absence.

(k) An employee who declines the opportunity to work overtime on the sanding operation during a given winter, or for a period of at least one (1) month during the winter, and so notifies his Division Head shall not be offered such overtime and shall be charged with average number of hours on sanding operations charged to other employees in the same classification during the period. Management shall still have the right to exercise its authority under Article 10.1 if the need arises.

(l) Posting of overtime for the purpose of equalization shall be done on an equivalent straight time hour basis, (e.g., one (1) hour at time and one-half will be posted as 1.5 hours and one (1) hour at double time will be posted as two (2) hours. This paragraph shall apply to Fleet Maintenance employees only if the Union so notifies the Town in writing.

(m) This memorandum of understanding may be revised by mutual agreement subject to ratification by the bargaining unit membership.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to affix their signatures this 20th day of January, 1989.

TOWN OF WEST HARTFORD

LOCAL 1142, COUNCIL #4, AFSCME

By /s/ Barry M. Feldman
Town Manager

By /s/ David W. Crawford
President, Local 1142

[NOTE: Division designations revised effective with 2002-2007 contract negotiations.]

MEMORANDUM OF UNDERSTANDING

Health Care Cost Containment

In conjunction with the 1985-1988 collective bargaining agreement between the Town of West Hartford and Local 1142 of Council 4, AFSCME, the parties have agreed to the following:

The Town may choose to provide for the administration of employee health benefits under a "cost-containment" program by an insurance carrier or other provider (hereinafter called the administrator). Such program may include any of the following services, provided that implementation or elimination of any such service is thoroughly communicated to all employees not less than sixty (60) days prior to the effective date of implementation or elimination.

The Town will keep the union informed of the status of the bidding procedures, and will consult with the union regarding the merits of all bids received before selecting an administrator for the program. The Town also agrees to involve the union in the program of employee education regarding the cost containment program, which is required under the terms of the preceding paragraph.

Any service implemented must be within the parameters listed below for each service.

A. Pre-Admission Certification (non-emergency)

1. The employee/dependent will telephone the administrator prior to any non-emergency admission as soon as the date of admission is known to the patient.
2. The attending physician will submit information to the administrator, giving the reasons for admission, according to procedures established by the administrator.
3. These reasons will be screened by the administrator according to criteria developed by physicians to determine if the admission is medically necessary.
4. For cases which meet the criteria, the administrator will approve the admission. Any proposed admission not meeting the criteria will be referred to a physician reviewer. He will discuss the case with the attending physician and a determination will be made to approve or disapprove the case.
5. The patient, the attending physician and the hospital will be notified in writing about the outcome of the review. When a case is disapproved, the insurance carrier will receive a copy of this written communication.
6. If the employee/dependent decides to go ahead with a disapproved hospitalization, the Town insurance will pay only eighty percent (80%) of what it would have paid for an approved hospitalization, the employee/ dependent will be liable for the remaining twenty percent (20%), not to exceed one thousand dollars (\$1,000).
7. The administrator will discuss with the employee/ dependent the alternatives to hospitalization which may be available in cases where the physician reviewer determines that the recommended treatment can be provided without hospitalizing the patient.
8. There will be an appeal process when hospitalization is denied. This appeal will utilize a tripartite panel consisting of the patient's attending physician, the physician reviewer and a third physician agreed upon by the above-designated physicians but who is not affiliated with either and is certified in the specialty involved. The Town will bear the full cost of the appeal procedure.

B. Concurrent Review

1. The employee/dependent or a family member will notify the administrator of the hospitalization within forty-eight (48) hours of admission.
2. The administrator will communicate with the attending physician regarding the reasons for admission and the projected length of hospitalization. This information will be screened against physician-developed criteria.
3. Where the case meets the criteria, the administrator will approve the admission, assign the projected length of stay, and initiate a follow-up review to assess patient progress and the necessity for continued hospitalization.
4. Where the case does not meet criteria, the administrator will refer the case to a physician reviewer. He will discuss the case with the attending physician and make a determination to approve or disapprove the case and will inform the attending physician of his decision.
5. If the case is approved, a length of stay will be assigned. If the case is disapproved, notification will be given to the patient, the attending physician, the hospital, and the insurance carrier.
6. If the case is disapproved, the Town insurance will pay one hundred percent (100%) of the hospital cost up to twenty-four (24) hours after notification to the employee/dependent that the case has been disapproved. After twenty-four (24) hours of notification of disapproval, the Town insurance will pay eighty percent (80%) of the hospital cost and the employee/ dependent will be responsible for the remaining twenty percent (20%), not to exceed one thousand dollars (\$1,000).
7. There will be an appeal process for disapproved cases. This appeal will utilize a tripartite panel consisting of the patient's attending physician, the physician reviewer and a third physician agreed upon by the above-designated physicians but who is not affiliated with either and is certified in the specialty involved. The Town will bear the full cost of the appeal procedure.

C. Discharge Planning

The administrator shall inform the patient or his family of the alternatives available for post-discharge care (home care, hospice, skilled nursing facility, etc.) when it has been determined by the attending physician that the patient needs such care. The final decision with respect to such care remains with the patient and his family. Such care will be payable at one hundred percent (100%) when used as an alternative to hospitalization.

D. Pre-admission Testing (non-emergency)

Unless there is a medical reason for testing to be done while employee/dependent is an in-hospital patient, it shall be done on an out-patient basis prior to admission. Hospitalization for the sole purpose of conducting such tests will not be covered.

E. Weekend or Early Admission (non-emergency)

Unless there is a medical reason, patients shall not be admitted over a weekend or prior to the date on which in-hospital care begins, and any days of such early admission shall not be covered.

F. Mandatory Second Surgical Opinions (non-emergency)

1. The Second Surgical Opinion program will evaluate the indications for the surgery recommended by the patient's attending physician, and assist the patient to make an informed choice to have or not to have the surgery performed. The final choice, however, remains with the employee/dependent.
2. The only penalty in this procedure will be if the patient (non-emergency) does not get a second surgical opinion, in which case the plan will pay only eighty percent (80%) of the reasonable and customary charge for the surgery as opposed to the one hundred percent (100%) of reasonable and customary that would have been paid if the patient had gotten a second surgical opinion.
3. In addition to providing the second opinion at no cost to the employee/dependent, in those cases where the physician consultant does not agree with the attending physician the administrator will offer at no cost a third surgical opinion.
4. There will be a specified list of elective surgical procedures which will be the only procedures requiring a second surgical opinion. Such list will be established by the administrator based on physician- developed criteria.
5. When the patient's doctor recommends a procedure included on the Second Surgical Opinion List, the patient will contact the administrator, which will provide the patient with the names of three (3) physicians in the involved specialty to have agreed to perform these consultations.
6. The patient will then choose a physician for the consultation and schedule an appointment.
7. The administrator will establish procedures for maintaining communication regarding the results of the consultation and the patient's decision as to whether to have the surgery performed.

H. Mandated Ambulatory Surgical Services (non-emergency)

1. There will be a specified list of surgical procedures which will be paid one hundred percent (100%) of reasonable and customary only if done on an ambulatory basis. The list will be established by the administrator based on physician-developed criteria. For procedures on the list which the employee/ dependent chooses to have done as an in-hospital patient, the plan will pay eighty percent (80%) of the hospital bill. The employee/dependent will be responsible for the remaining twenty percent (20%), not to exceed one thousand dollars (\$1,000).
2. If the patient's attending physician identifies a valid medical reason for the procedure to be done with the patient in the hospital, costs will be paid in full.

I. Maintenance Drug Program

For those employees/dependents on maintenance drugs (i.e., expected to continue for more than six (6) months) the administrator may establish arrangement with wholesalers to provide a six-month (6-month) supply of drugs at a time at wholesale cost. The employee/dependent must accept drugs from wholesaler if he wants Town insurance to pay for it. Drugs must be as prescribed by attending physician and generic substitutes can be made only with approval of attending physician.

J. Hospital Bill Audits

The administrator may establish a procedure whereby medical bills in excess of a stated amount will be subject to review, for accuracy and justification. The employee/ dependent may be required to participate in this review process as a condition of payment of the claim.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to affix their signatures this 13th day of February, 1986.

TOWN OF WEST HARTFORD

By /s/ Barry M. Feldman
Town Manager

By /s/ David Crawford
President, Local 1142

MEMORANDUM OF UNDERSTANDING

This agreement is made by and between the Town of West Hartford ("Town"), AFSCME Local 1142 ("Union"), and each and every person employed by the Town on January 1, 1992 and who were continuously employed by the Town since before July 1, 1986 in a position included in the Unit represented by AFSCME, Local 1142, as set forth in Schedule A ("Covered Employees").

WHEREAS the Town and AFSCME, Local 1142 have negotiated and agreed upon conditions for coverage of retirees and dependents under the Town's health insurance plan, which conditions are different for individuals hired before and after July 1, 1986, and

WHEREAS the Town and AFSCME, Local 1142 agree that for those employees listed in Schedule A, the conditions for coverage include that there shall be no co-payment upon either an early or normal retirement, that coverage will be extended to the employee and eligible dependents, and that the Plan shall be that which was in effect immediately prior to the employee's retirement, and

WHEREAS the Town and AFSCME, Local 1142 wish to guarantee individuals hired before July 1, 1986 that their retiree health insurance benefits will not change,

NOW THEREFORE the parties agree as follows:

(1) The retiree health insurance provisions of the 1985-1988 collective bargaining agreement between the Town and AFSCME, Local 1142, as set forth in Schedule B, are incorporated herein by reference.

(2) Such retiree health insurance provisions will remain in full force and effect for all Covered Employees listed in Schedule A, and will be binding on the Town for as long as they live, regardless of whether or not the corresponding provisions of the applicable collective bargaining agreement remain in effect.

(3) This agreement shall be enforceable by any or all of the Covered Employees listed in Schedule A in any court of competent jurisdiction. In the event the Town fails to comply with the agreement, the Town shall pay the costs and attorney's fees of the prevailing plaintiff(s), in addition to any other legal or equitable relief which the court may order.

(4) The Town agrees to indemnify and hold harmless AFSCME, Local 1142 in the event of claim by any of the Covered Employees listed in Schedule A, asserting that either (a) the deprivation of the rights of Covered Employees by reason of agreement to the terms contained in Article VIII, Section 8.0 (e) of the 1985 - 1988 collective bargaining unit agreement, or (b) an action by any or all of such Covered Employees to prevent or remedy any breach of this agreement by the Town. The Union agrees to use reasonable efforts to dissuade Covered Employees from initiating frivolous actions to enforce this agreement.

IN WITNESS WHEREOF the Town Manager, having been duly authorized by the Town Council, the Union President, acting on the basis of a ratification vote constituting authorization by the membership of the Union, and the Covered Employees, have all affixed their signatures on the dates indicated below. (See file for signatures)

TOWN OF WEST HARTFORD

AFSCME, LOCAL 1142

By /s/ Barry Feldman
Town Manager

By /s/ David Crawford
Union President

Date 11/17/92

Date 11/17/92

SCHEDULE A
COVERED EMPLOYEES

Bartolotta, Michael
Blair, Paul
Blakesley, William
Cheever, Michael
Cirone, Joseph
Crawford, David
Cronin, George
Dec, Christopher
DiBella, Daniel
Gabriele, David
Galli, Stephen
Green, Frank
Gustafson, Thomas
Hallenbeck, Mark
Hamel, Jr., Charles
Kelly, Thomas
Kimber, Frank
LaBrie, John
Lambert, Lawrence
Little, Stephen
Lombardi, William
Lynch, Gary
Mancini, Jr., Felice
Maschi, Jr., Anthony
Morin, Gary
O'Connor, Brian
Pascoe, James
Rauchle, Brian
Schweiger, Karl
Simmons, Jr., Letcher
Skowronek, John

MEMORANDUM OF UNDERSTANDING
Between
TOWN OF WEST HARTFORD
AND THE
AFSCME, LOCAL 1142

This Memorandum serves to clarify understanding between the Town of West Hartford and AFSCME, Local 1142 regarding numerous issues associated with the reorganization of position classifications, qualifications required for the newly defined classifications and salary progression within the established wage structure discussed in negotiations leading to the 1997 - 2002 collective bargaining agreement.

It is understood that the position of Automotive Driver shall be eliminated from the AFSCME, Local 1142 bargaining unit at such time, after July 1, 1997, that the classification is vacated by the incumbent for any reason. Position was vacated on August 31, 1998. While the incumbent remains in the classification, all provisions of the collective bargaining agreement shall apply including receipt of the general wage adjustments.

A \$1.50 per hour differential shall be paid for the operation of a tractor-trailer, grader, or excavator at the top step of the Senior Equipment Operator wage range. Differential payment shall be for the full day work is performed. Payment of differential shall not be limited to the Senior Equipment Operator classification.

A 2.5% general wage adjustment shall be processed on the existing wage structure retroactive to July 1, 1997 and July 1, 1998. Salary adjustments employees may be eligible for placing them into the new organizational structure will be processed effective July 1, 1998 to the closest step higher than the July 1, 1998 general wage adjustment. Subsequent general wage adjustments to the new wage schedule shall occur July 1, 1999 (2.7%); July 1, 2000 (2.9%); July 1, 2001 (3%).

Employees who are currently at the maximum of their range in the existing wage structure and who, after reorganization (July 1, 1998), shall be eligible for merit review and shall receive such merit consideration at the next full payroll period one year after placement in the new organization structure (July 1, 1999). Incumbent employees who are not at the maximum of their wage range shall maintain their current merit review date.

All job descriptions shall be modified to include a CDL requirement. Incumbent personnel who do not currently possess a CDL shall not be required to pursue such licensure. All new personnel hired and incumbents who currently possess a CDL shall be required to maintain their credentials as a condition of employment or promotion.

The Heavy Equipment Mechanic and Automotive Mechanic job classification shall require a CDL-A (Tractor Trailer endorsement). Incumbent personnel without the CDL-A (Tractor Trailer endorsement) shall not be permitted to advance to Step G of the wage range.

In witness whereof, the parties have caused their duly authorized representatives to affix their signatures the 8th day of February, 1999.

Town of West Hartford

/s/ James Francis
/s/ Patricia J. Morowsky

AFSCME, Local 1142

/s/ Jeff Mockler
/s/ Anthony Maschi, Jr., President
/s/ Felix Mancini, Vice President

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE TOWN OF WEST HARTFORD
AND
AFSCME, LOCAL 1142**

The Town of West Hartford and AFSCME, Local 1142 have met and negotiated changes in the Town Pension Plan that are reflected in Article VIII, Section 11-I of the 2002-2007 Collective Bargaining Agreement and the Pension Ordinance. The changes are regarding the issue of calculating average final compensation (AFC) for employees hired on or after July 1, 2003. To further the understanding of how this provision shall be applied, the following examples are provided:

Employee A: Retiring with 25 years of service

	<u>Base Pay</u>	+	<u>Overtime</u>	
Highest three years \$:	\$ 46,000		\$ 4,000	
	\$ 47,750		\$ 7,000	
	<u>\$ 50,000</u>		<u>\$ 6,000</u>	
	\$143,750		\$17,000	= \$160,750 / 3 = \$53,583

Highest year base salary = \$50,000
Average final compensation = \$50,000 x (25 yrs. Service x 2%/yr) = \$25,000

Employee B: Retiring with 27 years of service

	<u>Base Pay</u>	+	<u>Overtime</u>	
Highest three years \$:	\$ 51,150		\$ 2,500	
	\$ 52,810		\$ 2,000	
	<u>\$ 54,650</u>		<u>\$ 1,500</u>	
	\$158,610		\$ 6,000	= \$164,610 / 3 = \$54,870

Highest year base salary = \$54,650
Average final compensation = \$54,650 x (27 yrs. Service x 2%/yr) = \$29,511

Employee C: Retiring with 25 years of service

	<u>Base Pay</u>	+	<u>Overtime</u>	
Highest three years \$:	\$ 48,500		\$ 700	
	\$ 50,169		\$ 1,200	
	<u>\$ 54,650</u>		<u>\$ 1,250</u>	
	\$153,319		\$ 3,150	= \$156,469 / 3 = \$52,156

Highest year base salary = \$54,650
Average final compensation = \$52,156 x (25 yrs. Service x 2%/yr) = \$26,078

In witness whereof, the parties have caused their duly authorized representatives to affix their signatures this 14th day of June, 2004.

Town of West Hartford

/s/ James Francis
Director of Financial & Employee Services

/s/ Patricia Morowsky
Witness

AFSCME, Local 1142

/s/ Charles Lombard
Staff Representative
AFSCME, Local 1142

/s/ David Crawford
Witness

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE TOWN OF WEST HARTFORD
AND
AFSCME, LOCAL 1142**

The Town of West Hartford and AFSCME, Local 1142 have met to discuss changes in the application of Article VII, Section 7.0 (a) concerning sick leave accrual. The parties have agreed that the actual contract language shall not be modified, however mutually understand that there shall be no further accrual of sick leave beyond the one hundred-fifty (150) day maximum limit. It will no longer be the practice of the town to credit fifteen (15) additional days to an employee's balance on July 1 if the employee has an existing balance of 150 days.

The parties further agree to allow existing employees whose current sick leave balance is greater than the 150 day maximum to maintain said balance until such time as the balance is reduced, even if that extends past the June 30, 2004 fiscal year end.

In witness whereof, the parties have caused their duly authorized representatives to affix their signature this 14th day of June, 2004.

Town of West Hartford

AFSCME, Local 1142

/s/ James Francis
Director of Financial/Employee Services

/s/ Charles Lombard, Staff Representative
AFSCME, Local 1142

/s/ Patricia Morowsky
Date 6/14/04

/s/ David Crawford
Date 6/14/04

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE TOWN OF WEST HARTFORD
AND
Local 1142 of Council #4, AFL-CIO**

The Town of West Hartford and Local 1142 of Council #4, AFL-CIO, have met to discuss changes in the Town of West Hartford Employee Benefit Plan regarding health insurance benefits. The parties have agreed that effective May 24, 2016 the following changes in Plan design shall be implemented:

- In-network co-pay for office visits shall be increased from \$15 to \$20 per visit;
- In-network, emergency room deductible, if not admitted, shall be increased from \$25 to \$100 per visit;
- In-network, in-patient hospital co-pay shall be established at \$100 per admission.

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

For the Town:

For the Union:

Richard Ledwith
Executive Director of Human Resources

Travis Cromack, Staff Representative

Witness

Witness

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE TOWN OF WEST HARTFORD
AND
AFSCME, LOCAL 1142**

The Town of West Hartford and AFSCME, Local 1142 met and negotiated changes in the Town Pension Plan that are reflected in Article VIII, Section 11-G of the 2002-2007 Collective Bargaining Agreement and the Pension Ordinance. The changes are for employees hired prior to July 1, 2003, and regard the issue of what constitutes eligibility for a normal unreduced pension and what the benefit rate will be. To further the understanding of how this provision shall be applied, the following examples are provided:

Examples:

Employees shall earn a benefit rate of 2% per year of credited service for all years less than 30. Therefore, if an employee retires at age 55 with 25 years of credited service his or her benefit will be calculated based on 25 years at 2% per year or 50% of average final compensation. If the employee retires at age 59.5 with 29.5 years of credited service his or her benefit will be calculated based on 29.5 years at 2% per year or 59% of average final compensation (plus the supplemental incentive).

If an employee earns 30 years or more of credited service with the town their pension benefit will be calculated at 70% of average final compensation. Therefore, at 30 years of credited service the benefit would be 70% of average final compensation and at 34 years of credited service the benefit would be 70% of average final compensation. An employee eligible for normal retirement at 30 years of credited service shall not be eligible for the supplemental pension incentive unless they otherwise meet qualification for the pension supplement as provided in Article VIII, Section 11-G(3)(a).

In witness whereof, the parties have caused their duly authorized representative to affix their signatures this 14th day of June, 2004.

Town of West Hartford

AFSCME, Local 1142

/s/ James Francis
Director of Financial/Employee Services

/s/ Charles Lombard, Staff Representative
AFSCME, Local 1142

/s/ Patricia Morowsky

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE TOWN OF WEST HARTFORD
AND
AFSCME, LOCAL 1142**

The Town of West Hartford and AFSCME, Local 1142 met and negotiated changes in the Town Pension Plan that are reflected in Article VIII, Section 11-G (3) of the 2002-2007 Collective Bargaining Agreement and the Pension Ordinance. The changes are regarding the issue of a supplemental pension incentive to encourage employees to defer their retirement date after they have reached eligibility to retire with a normal unreduced pension at age 55 with 25 years of service or at age 60 with 10 years of service. To further the understanding of how this provision shall be applied, the following examples are provided:

Examples:

1. The pension incentive supplements are to be cumulative. That is, if someone reaches age 55 with 25 years of service and therefore is eligible to retire with a normal unreduced pension, but waits until they are age 65 with 35 years of service, the pension supplement will be \$6,000 per year (the sum of each year (10) deferred).
2. If an employee becomes eligible for a normal unreduced pension at age 57 with 25 years of service and waits until they are age 65 with 33 years of service, the pension supplement will be \$4,800 per year (the sum of each year (8) deferred from above age 57).
3. If an employee becomes eligible for a normal unreduced pension at age 63 with 10 years of service and waits until they are age 65 with 12 years of service, the pension supplement will be \$1,200 per year (the sum of each year above age 63).

In witness whereof, the parties have caused their duly authorized representative to affix their signatures this 14th day of June, 2004.

Town of West Hartford

AFSCME, Local 1142

/s/ James Francis
Director of Financial/Employee Services

/s/ Charles Lombard, Staff Representative
AFSCME, Local 1142

/s/ Patricia Morowsky

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE TOWN OF WEST HARTFORD
AND
AFSCME, COUNCIL #4, LOCAL 1142**

The Town of West Hartford and AFSCME, Council #4, Local 1142 have met in negotiations leading to the 2002-2007 collective bargaining agreement to discuss the pension cost of living adjustment (COLA) benefit. The Town acknowledges that in accordance with Article VII, Section 11(B)(6) of the 1997 – 2002 contract, discussion of a pension COLA and its 1% employee contribution were not mandatory subjects of bargaining. As a permissive subject of bargaining, the parties agreed to permit the union membership to elect continuation of the pension COLA benefit and associated 1% pension contribution. The membership elected in their contract ratification meeting to drop the Pension COLA benefit effective July 1, 2003.

The parties understand that there shall be no adverse impact for those members of the bargaining unit who retired on or after October 27, 1998 and prior to July 1, 2003. Such retirees shall receive a 1% cost of living adjustment to their pension benefit every year beginning three (3) years after retiring with a normal retirement benefit.

Effective July 1, 2003, members of AFSCME, Local 1142 will no longer participate in the cost of living benefit as described in the Town of West Hartford Pension Ordinance, §30-24. Members shall no longer make the 1% contribution as defined in §30-27 of the ordinance toward the 1% COLA benefit, nor shall any refunds of said contribution be provided as defined in §30-28 now or in the future.

In witness whereof, the parties have caused their duly authorized representatives to affix their signatures this 14th day of June, 2004.

For the Town:

/s/ James Francis
Director of Employee Services

/s/ Patricia Morowsky
Witness

For the Union:

/s/ Charles Lombard, Staff Representative
AFSCME, Local 1142

/s/ David Crawford
Witness

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE TOWN OF WEST HARTFORD
AND
Local 1142 of Council #4, AFL-CIO**

The Town of West Hartford and Local 1142 of Council #4, AFL-CIO , have met in negotiations leading to the 2014-2018 collective bargaining agreement to discuss sick leave accruals and their treatment at separation from Town service.

For purposes of clarifying the treatment of sick leave detailed in Article VII, Section 7.0 (f), the following exhibit is provided to illustrate the parties' intention:

If Leave Town prior to Normal, Unreduced Retirement Benefit	All sick leave balances revert to the Town. No cash out to the employee	No sick leave to be included in pension calculation.
At Normal, Unreduced Retirement:		
Hire Date	Payout in Cash	Pension Calculation
Prior to 7/1/2003	50% of sick leave balance to a max of 75 days	50% of balance to 120 days + 1/10 balance to max of 63 days
On or after 7/1/2003, but prior 8/1/2016	50% of sick leave balance to a max of 75 days	No sick leave to be included in pension calculation
On or after 8/1/2016	No sick leave balance paid out. All balances revert to the Town.	No sick leave to be included in pension calculation

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

For the Town:

For the Union:

Richard Ledwith
Executive Director of Human Resources

Travis Cromack, Staff Representative

Witness

Witness



Vision Benefit Summary

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

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

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

Benefit Frequency	
Comprehensive Exam(s)	Once every 12 months
Spectacle Lenses	Once every 12 months
Frames	Once every 12 months
Contact Lenses in Lieu of Eyeglasses	Once every 12 months
In-Network Services	
Copays	
Exam(s)	\$0.00
Materials	\$0.00
Frame Benefit (for frames that exceed the allowance, and additional 30% discount may be applied to the coverage)²	
Private Practice Provider	\$50.00 retail frame allowance
Retail Chain Provider	\$130.00 retail frame allowance
Lens Options	
Standard Scratch Resistant Coating - covered in full. Other optional lens upgrades may be offered at a discount (discount varies by provider).	
Contact Lens Benefit³	
Selection contact lenses The fitting/evaluation fees, contact lenses, and up to two follow-up visits are covered in full after copay (if applicable).	If you choose disposable contacts, up to 4 boxes are included when obtained from a network provider.
Non-selection contact lenses An allowance is applied toward the fitting/evaluation fees and purchase of contact lenses outside the covered selection. Materials copay (if applicable) is waived.	\$105.00
Necessary contact lenses⁴	Covered in full after copay (if applicable).
Out-of-Network Reimbursements (Copays do not apply)	
Exam(s)	Up to \$50.00
Frames	Up to \$50.00
Single Vision Lenses	Up to \$40.00
Lined Bifocal Lenses	Up to \$80.00
Lined Trifocal Lenses	Up to \$80.00
Lenticular Lenses	Up to \$80.00
Elective Contacts in Lieu of Eye Glasses ⁵	Up to \$105.00
Necessary Contacts in Lieu of Eye Glasses ⁴	Up to \$210.00
Discounts	
Laser Vision - UnitedHealthcare Vision has partnered with the Laser Vision Network of America (LVNA) to provide our members with access to discounted laser vision correction providers. Members receive 15% off usual and customary pricing or 5% off promotional pricing at more than 550 network provider locations and even greater discounts through set pricing at LasikPlus locations. For more information, call 1-888-563-4497 or visit us at www.uhclasik.com.	
Additional Material - At a participating network provider you will receive up to a 20% discount on an additional pair of eyeglasses or contact lenses. This program is available after your vision benefits have been exhausted. Please note that this discount shall not be considered insurance, and that UnitedHealthcare shall neither pay nor reimburse the provider or member for any funds owed or spent. Additional materials do not have to be purchased at the time of initial material purchase.	
Hearing Aids - As a UnitedHealthcare Vision plan member, you can save on high-quality hearing aids when you buy them from hi HealthInnovations TM . To find out more go to hiHealthInnovations.com. When placing your order use promo code myVision to get the special price discount.	



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

	<u>If a Delta Dental PPO™ Network Dentist is Used</u>	<u>If a Delta Dental Premier® or Non-Network Dentist is Used</u>
Calendar Year Deductible		
• Per Person	\$50	\$50
• Family Aggregate Maximum	\$150	\$150
	Plan Pays:	Plan Pays:
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 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.

Attachment C – Intentionally Left Blank

ATTACHMENT D

**TOWN OF WEST HARTFORD FAMILY AND MEDICAL LEAVE
(FMLA) GUIDELINES
May 12, 2025**

ISSUES	Personal Serious Health Condition	Birth, Adoption or Foster Care	Serious Health Condition of Family Member ¹	Military Caregiver Leave	Family Member with Serious Injury or Illness Incurred in the Line of Military Duty
Employment Eligibility	Work at least 1250 hours during 12 months prior to FMLA leave.	Same	Same	Same	Same, however protections under USERRA ² apply to all periods of work absence due to USERRA covered service, and such absences count towards eligibility for FMLA leave.
Maximum Leave	12 weeks/fiscal year	12 weeks/fiscal year	12 weeks/ fiscal year	12 weeks/fiscal year	26 weeks/12-month period ³
Who Qualifies?	Individual Employee	All circumstances that may fall under the birth or adoption of a child ("Event"). Eligibility for leave taken expires 12 months after the Event.	Biological, adopted or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis who is under age 18 or who is over 18 and incapable of self-care because of a mental or physical disability.	Employee's spouse, son, daughter, or parent who is a military member on active covered duty (or has been notified of an impending call or order to active duty) in support of a contingency operation.	Individual employee who is the spouse, son, daughter, parent or next of kin of the servicemember or covered veteran. Spouse as defined in statute. Biological, adopted or foster child, a stepchild, a legal ward, or a child of a

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

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

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

**TOWN OF WEST HARTFORD FAMILY AND MEDICAL LEAVE
(FMLA) GUIDELINES
May 12, 2025**

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

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

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

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

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

**TOWN OF WEST HARTFORD FAMILY AND MEDICAL LEAVE
(FMLA) GUIDELINES
May 12, 2025**

ISSUES	Personal Serious Health Condition	Birth, Adoption or Foster Care	Serious Health Condition of Family Member¹	Military Caregiver Leave	Family Member with Serious Injury or Illness Incurred in the Line of Military Duty
					<p>duty in the Armed Forces or that existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces, and that may render the member medically unfit to perform the duties of the member's office, grade, rank or rating; and in the case of a covered veteran, means an injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces) and manifested itself before or after the member became a veteran. See CFR 825.127</p>
Qualifying Exigency Defined	N/A	N/A	N/A	Short notice deployment	N/A

**TOWN OF WEST HARTFORD FAMILY AND MEDICAL LEAVE
(FMLA) GUIDELINES
May 12, 2025**

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

**TOWN OF WEST HARTFORD FAMILY AND MEDICAL LEAVE
(FMLA) GUIDELINES
May 12, 2025**

ISSUES	Personal Serious Health Condition	Birth, Adoption or Foster Care	Serious Health Condition of Family Member ¹	Military Caregiver Leave	Family Member with Serious Injury or Illness Incurred in the Line of Military Duty
Intermittent or Reduced Leave	Leave may be intermittent or reduced if medically necessary. Employee must make a reasonable effort to schedule leave so as not to disrupt unduly the employer's operation.	Leave may be intermittent or reduced. Employee must make a reasonable effort to schedule leave so as not to disrupt unduly the employer's operation.	Leave may be intermittent or reduced if medically necessary. Employee must make a reasonable effort to schedule leave so as not to disrupt unduly the employer's operation.	or other related activities arising out of the military service member's service. Leave may be intermittent or reduced leave schedule basis and consistent with the qualifying exigency. Employee must make a reasonable effort to schedule leave so as not to disrupt unduly the employer's operation.	Leave may be intermittent or reduced if medically necessary. Employee must make a reasonable effort to schedule leave so as not to disrupt unduly the employer's operation.
Ability to Temporarily Transfer to Another Position	Yes, if employee is on intermittent or reduced leave to a position of equivalent pay and benefits.	Same	Same	Same	Same
Provisions if Both Spouses Work for the Town	12 weeks leave each for their respective personal health condition(s).	12 weeks leave each which may or may not be taken concurrently. However, if employees work in same department, then the leave cannot be taken	12 weeks leave each which may or may not be taken concurrently. However, if employees work in same department, then the leave cannot be taken	12 weeks leave each which may or may not be taken concurrently. However, if employees work in same department, then the leave cannot be taken	12 weeks leave each which may or may not be taken concurrently. However, if employees work in same department, then the leave cannot be taken on the same scheduled work days.

**TOWN OF WEST HARTFORD FAMILY AND MEDICAL LEAVE
(FMLA) GUIDELINES
May 12, 2025**

ISSUES	Personal Serious Health Condition	Birth, Adoption or Foster Care	Serious Health Condition of Family Member ¹	Military Caregiver Leave	Family Member with Serious Injury or Illness Incurred in the Line of Military Duty
		<i>on the same scheduled work days.</i>	<i>on the same scheduled work days.</i>	<i>in same department, then the leave cannot be taken on the same scheduled work days.</i>	
Restoration to Position	Must be restored to the same position held prior to the leave; or to one that is equivalent in pay, benefits, privileges, and other terms and conditions of employment.	Same	Same	Same	Same
Notification	30 days' notice when need for leave is foreseeable. Otherwise, notice must be given as soon as practicable.	Same	Same	Same	Same
Medical/Other Certification (Upon Request)	Yes. Certification for illnesses of more than 5 consecutive days. Should include the date serious health condition began, duration of the	N/A	Yes. Certification for illnesses of more than 5 consecutive days. Should include the date the serious health condition began, duration of the	Yes. Certification to support the need for leave requested including a copy of the active-duty orders or other documentation issued	Yes. Certification for illness or injury should include the name, address, and appropriate contact number of the health care provider, the type of

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

May 12, 2025

ISSUES	Personal Serious Health Condition	Birth, Adoption or Foster Care	Serious Health Condition of Family Member ¹	Military Caregiver Leave	Family Member with Serious Injury or Illness Incurred in the Line of Military Duty
	condition, applicable medical facts, statement that the employee is unable to perform the functions of their job, and medical reasons for the intermittent or reduced leave request (where applicable).		condition, applicable medical facts, statement that the employee is needed to care for the ill person, an estimate of how long the employee will be needed, and/or medical reasons for the intermittent or reduced leave request.	by the military, plus any document supporting the specific need for leave. For certification of qualifying leave for Rest and Recuperation, a copy of the military member's leave orders setting dates should be provided.	medical practice, the medical specialty, whether the injury or illness was incurred in the line of active duty, approximate date, statement or description of medical facts, a statement that the covered service member will need care for a single continuous period, beginning and ending dates, medical necessity for periodic care, and medical documentation provided under CFR 825.310.
Second and Third Opinions	Yes. An employer who has reason to doubt the validity of a medical certification may require the employee to obtain a second opinion at the employer's expense. If the opinions of the	N/A	Yes. Employers may request and pay for a second opinion from a physician not employed by the employer or used frequently by the employer. A third opinion may be paid.	N/A	Yes. Employers may request military caregiver leave certification be completed by a health care provider as defined in CFR 825.125, who are not affiliated with DOD, VA or TRICARE.

**TOWN OF WEST HARTFORD FAMILY AND MEDICAL LEAVE
(FMLA) GUIDELINES
May 12, 2025**

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

**TOWN OF WEST HARTFORD FAMILY AND MEDICAL LEAVE
(FMLA) GUIDELINES
May 12, 2025**

ISSUES	Personal Serious Health Condition	Birth, Adoption or Foster Care	Serious Health Condition of Family Member¹	Military Caregiver Leave	Family Member with Serious Injury or Illness Incurred in the Line of Military Duty
	<p>NOTE: Employee may request to substitute the use of accrued vacation leave in place of unpaid leave.</p>	<p>that point, the employee may request unpaid leave for the remainder of family leave under the Act.</p>		<p>existing collective bargaining agreement.</p>	
Maintenance of Health Benefits during FMLA	<p>The Town will maintain group health coverage for the month in which the unpaid leave commences plus six additional months with the employee paying that portion of the premium provided under Town policy or collective bargaining agreement.</p>	<p>The Town will maintain group health coverage for the duration of the Family and Medical Leave, with the employee paying that portion of the premium provided under Town policy or collective bargaining agreement.</p>	<p>Same as Birth, Adoption, or Foster Care</p>	<p>Same as Birth, Adoption, or Foster Care</p>	<p>Same as Birth, Adoption, or Foster Care</p>
Records and Posting	<p>All requests for Family and Medical Leave should be documented including whether or not the leave was granted and the reasons for the denial when that is the case. Family and Medical Leave Act prohibits an employer from putting any restraint on an employee for exercising their rights under FMLA. Employers cannot penalize or discipline employees who use the FMLA provisions.</p> <p>The 12-month period for FMLA purposes will be fiscal year from the date of request going back 12 months. Each employee shall be allowed a combined total of 12 weeks of Family and Medical Leave per year, except for FMLA leave due to a family member with a serious injury or illness incurred in the line of active military</p>				

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

May 12, 2025

ISSUES	Personal Serious Health Condition	Birth, Adoption or Foster Care	Serious Health Condition of Family Member ¹	Military Caregiver Leave	Family Member with Serious Injury or Illness Incurred in the Line of Military Duty
	duty, in which case an employee may be allowed up to 26 weeks in any 12-month period.				

CONNECTICUT PARTNERSHIP PLAN



A Great Opportunity for Very Valuable Healthcare Coverage

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

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

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

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

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

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

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

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

(continued on next page)

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

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

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

When you need information about your benefits...

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

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

When you need benefits support...

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

Earn Incentives

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

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

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

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

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

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

When you're injured...

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

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

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

Help Managing and Reversing Diabetes

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

Help Preventing Diabetes

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

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

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

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

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

Preferred and Non-Preferred Brand-Name Drugs

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

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

If You Choose a Brand Name When a Generic Is Available

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

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

Mandatory 90-day Supply for Maintenance Medications

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

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

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

Health Enhancement Program Requirements

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

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

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

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

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

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

Additional Requirements for Those With Certain Conditions

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

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

If You Do Not Comply with the requirements of HEP

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

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

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

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



**CONNECTICUT
PARTNERSHIP PLAN**

2.0

YOUR BENEFIT RESOURCES

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

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

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

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

Prescription drug benefits

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

Dental and Vision Rider benefits

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

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

AFSCME MEMBERSHIP CARD

AFSCME
STRONG

Yes! I am AFSCME Strong
I want a strong voice at work and in my community

Yes, sign me up to:

Talk to colleagues at work

Make phone calls to AFSCME members for campaigns

Knock AFSCME member doors during campaigns

Council 4

Membership - Public Sector Card

**American Federation of State, County and Municipal Employees
Membership and Authorization for Dues Deduction**

I hereby apply for membership in AFSCME Council 4 (hereafter the "Union") and agree to abide by its Constitution and Bylaws. I authorize the Union and its successor or assign to act as my exclusive bargaining representative for purposes of collective bargaining with respect to wages, hours and other terms and conditions of employment with my Employer.

Effective immediately, I hereby voluntarily authorize and direct my Employer to deduct from my pay each pay period, regardless of whether I am or remain a member of the Union at my current employer, the amount of dues certified by the Union, and as they may be adjusted periodically by the Union, and to authorize my Employer to remit such amount monthly to the Union.

If/when the applicable collective bargaining agreement does not address revocation, then this voluntary authorization and assignment shall remain in effect, regardless of whether I am or remain a member of the Union at my current employer, for a period of one year from the date of execution, and for year to year thereafter unless I give the Employer and the Union written notice of revocation not more than ten (10) days before and not more than twenty (20) days after the end of any yearly period. The applicable collective bargaining agreement is available for review, upon request. This card supersedes any prior check-off authorization card I signed.

I recognize that my authorization of dues deductions, and the continuation of such authorization from one year to the next, is voluntary and not a condition of my employment. This authorization and assignment shall remain in effect if my employment with the Employer ends and I am later re-employed by the Employer.

Payments to the Union are not deductible as charitable donations for federal income tax purposes. However, state law may extend favored tax treatment.

Local Union #	Department / Work Location	
Last Name	First Name	M.I.
Home Street Address		Apt. No.
City	State	Zip Code
Job Title	Hire Date	Employee Number
Personal E-mail	Personal Cell Phone No. *	
Signature	Date Signed	

*By providing your cell phone number you consent to receive calls (including recorded or autodialed calls, or texts) at that number from AFSCME and its affiliated labor, political and charitable organizations on any subject matter. Your carrier's rates may apply. You may modify your preferences by calling the Union at 860-224-4000.

AFSCME PEOPLE

Become a PEOPLE MVP for \$8.35/month (\$100 annually)

Contribution Form ▼

I hereby authorize my employer and associated agencies to deduct, each pay period, the amount certified as a voluntary contribution to be paid to the treasurer of American Federation of State, County and Municipal Employees PEOPLE, AFSCME, AFL-CIO, P.O. Box 65334,

Washington, D.C. 20035-5334, to be used to support pro-worker candidates in federal, state, and local elections.

Deduction Per Pay Period
(26 pp/yr)

\$4

\$8

Other _____

Select jacket size:

S

M

L

XL

2XL

Other _____

My contribution is voluntary, and I understand that it is not required as a condition of membership in any organization, or as a condition of continued employment, and is free of reprisal. I understand that any contribution guideline is only a suggestion and I am free to contribute more or less than that amount and will not be favored or disadvantaged due to the amount of my contribution or refusal to contribute, and that I may revoke this authorization at any time by giving written notice.

Signature	Date Signed
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Contributions or gifts to AFSCME PEOPLE are not deductible as charitable contributions for federal income tax purposes. In accordance with federal law, AFSCME PEOPLE will accept contributions only from members of AFSCME and their families. Contributions from other persons will be returned.

Revised 04/2021