

**CONTRACT BETWEEN
THE TOWN OF WEST HARTFORD
AND
CSEA LOCAL 2001, SEIU**



**2021 – 2027
Supervisory Unit**

110096

Table of Contents

APPLICATION OF AGREEMENT.....	3
ARTICLE I - RECOGNITION.....	3
ARTICLE II - UNION SECURITY	3
ARTICLE III - MANAGEMENT RIGHTS.....	5
ARTICLE IV – DISCIPLINARY ACTION	6
ARTICLE V – GRIEVANCE PROCEDURE	6
ARTICLE VI - HOURS OF WORK.....	8
ARTICLE VII - HOLIDAYS	8
ARTICLE VIII - VACATIONS	9
ARTICLE IX - SICK LEAVE.....	10
ARTICLE X - SENIORITY, JOB SECURITY, AND LAYOFF	13
ARTICLE XI - WAGES	14
ARTICLE XII - INSURANCE AND PENSION	19
12.1 - Health Insurance	19
12.2 - Prescription Drug Program.....	21
12.3 - Retiree Health and Prescription Drug Plan.....	21
12.4 - Health Benefits with Disability Retirement	24
12.5 - Cost Containment	24
12.6 - Life Insurance	25
12.7 – Long-term Disability.....	25
12.8 - Vision Care	25
12.9 - Dental Insurance.....	26
12.10 - Carriers.....	26
12.11 - Pension.....	26
ARTICLE XIII - LEAVE PROVISIONS.....	32
ARTICLE XIV - MISCELLANEOUS	34
ARTICLE XV -SAVINGS CLAUSE.....	36
ARTICLE XVI - DURATION	36

APPLICATION OF AGREEMENT

This Agreement shall apply to all Supervisory employees of the Town of West Hartford in those titles under the Certification of Representative (ME-6888 and ME-6965, Unit II), excluding those employees now represented by other bargaining agents heretofore certified by the Connecticut State Board of Labor Relations, part-time employees who work less than 20 hours per week, temporary employees who work less than six months, and seasonal employees.

ARTICLE I - RECOGNITION

- 1.1 CSEA Local 2001, SEIU, is recognized as the exclusive representative of all such employees for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment.
- 1.2 The term "Employer" shall mean the Town of West Hartford, a municipal employer as defined in Public Act No. 159 of 1965.
- 1.3 The term "Union" shall mean CSEA Local 2001, SEIU.
- 1.4 The terms "Contract" and "Agreement" shall mean the complete Agreement and its specific terms.
- 1.5 The term "Employee" shall mean every Supervisory person employed by the Town as defined in the Application of Agreement.

ARTICLE II - UNION SECURITY

- 2.1 The Town agrees that, upon written authorization of any employee in the bargaining unit, it will make a monthly deduction from the wages of such employees of an amount authorized by the employee for the purpose of paying union dues and CSEA PAC or initiation fees or making deposits in a credit union. Such authorization shall include written and electronic authorization allowable under State and Federal Law. Such deduction shall be discontinued only in the event of termination of the employee's services or upon the employee's written request, in accordance with the terms of the membership agreement. No refund will be made to any employee in the event of the employee's failure to comply with this provision. All deductions under this section will be made from the wages payable on the first regular payroll of each month.
- 2.2 The Union agrees to indemnify and save harmless the Town for any sums which the Town is required to pay as the result of a claim that the sums of money herein referred to have been illegally deducted, or for any liabilities which may rise from the Town's having complied with or enforced this provision.
- 2.3 The total amount deducted each month, in accordance with the provisions of Article II, will be remitted by the Town, together with a list of the employees from whose wages such deductions have been made, and those in the bargaining unit from whom such deductions

were not made, to such individual and at such address as shall be specified by the Union. Such remittance shall be made by the last day of the month in which the deductions are made. Such lists shall be in an editable digital file format and include the following information for all employees of the bargaining unit the employee identification number, and if on file with the employer: full name, job title, department, work location, home email address, work email address, home telephone number, work location, home address work and home telephone number, home email address, date of hire, rate of pay, dues paid during the reporting period and employment status.

- 2.4 The Town shall deduct contributions to the CSEA PAC, or for any other service, program or committee provided or sponsored by the Union, from the wages of those employees who have authorized such a deduction. All such contributions shall be remitted to the Union along with a list, in editable electronic format, of each contributor showing the amount deducted. Deductions and remittances shall be on the same schedule as dues deductions.
- 2.5 The Town shall provide, in an editable digital file format, the following information for any new hire if on file with the Town: Name, job title, department, work location, home email address, work email address, home telephone number, work telephone number and the home address. The Town shall provide such information with real time electronic transmission of new hire data. The Town agrees that if the Union provides a template and/or a site for which such data may be submitted the Town will use the format and submission method provided by the Union.
- 2.6 The obligation of the Town for funds actually deducted under this Article terminates upon the delivery of the deductions so made to the person authorized to receive such amounts from the Town. Neither any employee nor the Union shall have any claim against the Town for errors in the processing of deductions unless a claim of error is made in writing to the Finance Director within ninety (90) calendar days after the date such deductions were or should have been made.
- 2.7 The Union agrees that it will not call, authorize, instigate, sanction or condone any strike, slowdown, work stoppage, or any action against the Town by bargaining unit employees who are on duty. The Town agrees that it will not lock out any employees.
- 2.8 The Town agrees that each newly hired employee shall participate in a mandatory and in-person meeting, as small as one individual, within the first fourteen (14) calendar days from the date of hire during regular working hours and onsite without loss of compensation.

Each newly hired employee, as part of their in-person orientation meeting, shall be required to attend a mandatory thirty (30) minute orientation meeting, conducted by the Union, without loss of compensation, during regular work hours and at the employer's work site.

If no orientation is conducted, then the Union will be allowed thirty (30) minutes during the new employee's workday, at a mutually agreed to time and place, to make such a presentation without loss of compensation.

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

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

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

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

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

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

ARTICLE III - MANAGEMENT RIGHTS

- 3.1 Except where such rights, powers and authority are specifically relinquished, abridged or limited by the provisions of this Agreement, the Town has and will continue to retain, whether exercised or not, all 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 or management of the affairs of the Town and direction of the working forces, including, but not limited to the following:
- a. To determine the care, maintenance and operation of equipment and property used for and in 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 shall be in the best interests of the Town or the Department.

f. To prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the Town, provided such rules and regulations are made known in a reasonable manner to the employees affected by them.

g. To ensure that related duties connected with departmental operations, whether enumerated in job descriptions or not, shall be performed by employees.

h. To establish contract or sub-contract for municipal operations, provided that this right shall not be used for the purpose or intention of undermining the Union or of discriminating against its members. All work customarily performed by the employees of the bargaining unit shall be continued 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, subject to the Union's right to challenge the accuracy of the new or revised job specification, or the propriety of the assigned wage rate, through the grievance procedure.

ARTICLE IV – DISCIPLINARY ACTION

- 4.1 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. Written warnings or letters of reprimand may not be used against an employee after one (1) year from the date of issue, and records of disciplinary suspension shall not be used against an employee after five (5) years from the date of issue, except in either case to refute a claim by the union or the employee regarding the employee's disciplinary history.

ARTICLE V – GRIEVANCE PROCEDURE

- 5.1 A grievance shall mean a complaint by an employee or group of employees or the Union that, as to the employee, or it, there has been a violation, misinterpretation or misapplication of the provisions of this Agreement.
- 5.2 Adjustment of all grievances shall be sought as follows, except that grievances over a disciplinary action may, at the discretion of the Union, be started at Step 3 of this Section 5.2.

Step 1: The aggrieved shall first submit their grievance in writing to the Department Head within ten (10) days after the occurrence giving rise to the grievance or after the employee knew or reasonably should have known of the occurrence giving rise to the grievance, setting forth the facts of the grievance, the Contract provisions in question, and the remedy requested. In the case of grievances filed by the Union, the grievance shall include the names of the affected employees, if such information is available to the Union. Within seven (7)

days after said Department Head receives such grievance, the Department Head or their designated representative shall arrange to and shall meet with representatives of the Union for the purpose of adjusting or resolving such grievance. The Department Head or their designated representative shall give the Union an answer to the grievance in writing no later than seven (7) days after hearing such grievance.

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

Step 3. If it is not satisfied with the answer of the Director of Human Resources or their designated representative 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. Said Town Manager shall hear and act on such dispute and render a decision within thirty (30) days after hearing such grievance.

Step 4. If either the Town or the Union is not satisfied with the decision of said Town Manager on any grievance, either party may within thirty (30) days after receipt of such decision, submit such grievance to arbitration. Arbitration shall be by the Connecticut State Board of Mediation and Arbitration, except in the case of grievances involving discharges, reductions in rank or compensation, and suspensions without pay, which may be submitted to the American Arbitration Association at the option of the Town. If the Town elects to use the American Arbitration Association, it shall bear the cost of the services of that Association. The decision of the Arbitrators shall be final and binding on both parties.

- 5.3 The time limits provided for in Section 5.2 of this Article may be extended by agreement of the parties. As used throughout this Article, the term "days" refers to calendar days, unless otherwise specified.
- 5.4 All grievances and answers thereto shall be set forth in writing.
- 5.5 The number of bargaining unit employees who may be released from duty with pay in order to present grievances, under Section 5.2 of this Article, shall not exceed two at any one time, unless the attendance of additional witnesses is required.
- 5.6 Nothing contained herein shall prevent any employee from presenting their own grievance and representing themselves in Steps 1 through 3 of these procedures.

- 5.7 The Union Business Agent may submit a written request for specific factual information, as related to a disciplinary action case, from the Department Head. The Department Head will make such requested data available to the Business Agent.
- 5.8 Failure at any step to appeal shall be considered acceptance of the decision rendered.

ARTICLE VI - HOURS OF WORK

- 6.1 The regular work week shall consist of eight (8) hours per day, five (5) days per week, for a total of forty (40) hours per week.
- 6.2 Managers shall be given compensatory time off upon authorization of their Department Head in cases where they are required to work substantially beyond what is reasonably associated with their position.
- a. Approval of the Department Head is required prior to earning or using compensatory time. Prior approval for earning compensatory time may be broad general approval for specific types of work, or may be specific for each occasion depending upon the position and the type of work involved.
- b. Compensatory time earned and used within the same biweekly pay period need not be reported outside of the department. Other compensatory time shall be reported on a Personnel Action Form both when it is earned and when it is used.
- c. Compensatory time is to be taken on an hour-for-hour basis, but need not necessarily be taken in the same increment of time in which it is earned.
- d. In no event will compensatory time be used as the basis for additional compensation, and not compensatory time will be paid or used upon separation from the Town service for any reason, regardless of when it is earned.
- e. Employees may accrue and maintain a balance of up to sixty-four (64) hours of compensatory time at any time.

ARTICLE VII - HOLIDAYS

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

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

As with the Employee's Birthday holiday, in lieu of the Lincoln's Birthday holiday, an employee may take a floating holiday with pay during the fiscal year at a time mutually agreed to between the employee and their supervisor, but not during the month of June. The only exception is that the Employee's Birthday floating holiday may be used in June if the employee's birthday is in June.

- 7.2 Holidays falling on a Saturday shall be celebrated on the preceding day. Holidays falling on Sunday shall be celebrated on the following day.
- 7.3 Whenever any of these holidays shall occur while an employee is out on sick leave, the employee shall be paid for the holiday and no charge to sick leave shall be made for that day.
- 7.4 When a holiday occurs while an employee is on vacation for an entire calendar week, the employee shall be granted an additional vacation day with pay, or the employee may elect to receive an additional day's pay with their vacation pay.
- 7.5 Each employee's holiday pay shall be computed at their regular daily rate.
- 7.6 An employee's birthday holiday shall be taken during each fiscal year as a floating holiday with pay at a time mutually agreed to between the employee and their immediate supervisor.

Under no circumstances shall such holiday be carried over to another fiscal year if not taken nor will the employee receive premium pay for working on their birthday.

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

- 7.7 Whenever an employee is required to work on any of the holidays listed in Section 7.1 above, the member will be entitled to take the holiday in the following ten-day period (not in conjunction with another holiday listed in Section 7.1 above) upon mutual agreement with the employee's Department Head, or designee.

ARTICLE VIII - VACATIONS

- 8.1 Annual vacation leave with pay shall be earned by all supervisory employees as follows:

Less than 4 full years of service - 5/6 day per month	(2 weeks)
4 but less than 14 full years - 1 1/4 days per month	(3 weeks)
14 but less than 24 full years - 1 2/3 days per month	(4 weeks)
More than 24 full years - 2 1/12 days per month	(5 weeks)

One year's vacation accrual shall be posted to each employee's credit with the first full paycheck in July of each fiscal year. For any new employee such posting shall be for the portion of the fiscal year from date of hire to the end of the fiscal year and shall be made on

the first full (10 working days) paycheck after the employee's date of hire. The accrual shall be adjusted down, at the appropriate rate for the employees' length of service for each month the employee fails to be in service (pay status) the full month. Any employee who leaves the Town service for any reason shall repay the Town for any vacation leave taken in excess of what they would have earned on a monthly accrual basis from the first of the fiscal year or date of hire. For employees with prior accumulation of vacation leave, said repayment shall be first subtracted from prior accumulated vacation days.

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

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

- 8.2 Earned but unused vacation leave shall not accrue to an employee's credit in excess of fifty (50) working days. Unused vacation in excess of the maximum accrual shall be forfeited if not used by the end of the fiscal year in which such excess accrual occurs.
- 8.3 Only upon separation from Town service for immediate retirement under the Town Pension Plan, unused vacation leave, up to the maximum allowable accrual, shall be paid in a lump sum payment and shall be deposited into a Special Pay Retirement Plan. This Special Pay Retirement Plan is subject to Section 401a of the Internal Revenue Code and, as such, is subject to its provisions.

Such payment shall not be credited toward the employee's average final compensation for the purpose of calculating their pension benefit.

- 8.4 An employee may cash in up to ten (10) days of unused vacation leave each fiscal year. Such payment shall not count towards an employee's Average Final Compensation (Article XII, Section 12.11) regardless of date of hire for purposes of pension calculation and no pension contributions shall be taken on such payment.

ARTICLE IX - SICK LEAVE

9.1

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

b. Up to five (5) days of an employee's sick leave may be used in any fiscal year for an illness in the employee's immediate household, which shall include illness or incapacity of the employee's domestic partner that necessitates their absence from work. A doctor's

certificate verifying the illness of the family member will be required when the employee is absent for three (3) consecutive workdays or more.

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

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

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

One year's sick leave accrual (i.e., 15 days) shall be posted to each employees' credit, up to the maximum of one hundred fifty (150) days, with the first full paycheck in July of each fiscal year. For any new employee such posting shall be for the portion of the fiscal year from date of hire to the end of the fiscal year and shall be made on the first full (10 working days) paycheck after the employee's date of hire. The accrual shall be adjusted down at a rate of one and one-quarter (1 1/4) days, for each month 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, the Director of Human Resources, and the Town Manager. Consideration of such approval shall take into account personal hardship, the nature of the illness, the employee's service record and length of service, and needs of the Town service.

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

e. An employee who reached their maximum accumulation of one hundred fifty (150) working days of sick leave and who maintains a perfect attendance record (except for planned authorized leave such as vacation) for four (4) consecutive months thereafter, shall be granted a day's pay at their regular rate or a day off with pay, at their option, to be used during the succeeding four (4) months. No more than three (3) such days may be earned in any twelve-month (12-month) period.

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

- 9.3
- (i.) Upon separation from Town service for any reason except retirement under the Town pension plan, unused accrued sick leave shall revert to the Town. There shall be no sick leave buy-out for employees who separate from Town service and vest for purposes of their pension benefit or for employees hired after May 24, 2016 who retire from Town service.
 - (ii.) Employees hired prior to July 1, 2003, who retire under the Town Pension Plan immediately upon separation from Town service, shall be paid at 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 purposes of calculating pension benefits only, sick leave shall be calculated as one-half (1/2) the sick leave accrued to the employee's credit up to one hundred-twenty (120) working days' accrual (i.e., sixty (60) working days' payment), plus one-tenth (1/10) of the additional sick leave accrued to the employee's credit up to an additional thirty (30) working day's accrual (i.e., three (3) working days' payment).
 - (iii.) Employees hired on or after July 1, 2003, but prior to May 24, 2016, who retire under the Town pension plan immediately upon separation from Town service, shall be paid at their regular rate of pay for one-half (50%) of the sick leave accrued to their credit up to one hundred-fifty (150) working days' accrual (i.e., 75 working days' payment). Sick leave buyout pay will not be included in the calculation of their average final compensation for purposes of calculating pension benefits.
 - (iv.) An employee eligible to have a portion of accrued sick leave included in their pension formula or for purposes of any eligible payout of sick leave shall have their final year's sick leave balance reconciled in the following manner:

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

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

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

- (v.) Any payments made to an employee under this Section 9.3 shall be paid in a lump sum payment and shall be deposited into a Special Pay Retirement Plan. This Special Pay

Retirement Plan is subject to Section 401a of the Internal Revenue Code and, as such, is subject to its provisions.

ARTICLE X - SENIORITY, JOB SECURITY, AND LAYOFF

- 10.1** For all purposes other than layoff and recall, seniority shall be defined as an employee's length of continuous service since their most recent date of hire with the Town.
- 10.2** For layoff and recall purposes, seniority shall be defined as the total service the employee has served in any classification covered by this Agreement. Employees shall be laid off in reverse order of seniority within classification within the applicable Division. In lieu of layoff, affected employees may elect to displace less senior employees in any equivalent or lower classification in the same Division. The term "Division" shall refer to the following units: Street and Sewer, Sanitation, Mechanical Maintenance, Facilities and Grounds.
- 10.3** Employees on layoff shall have recall rights for a period equal to their length of continuous service as a supervisor, up to a maximum of two (2) years from the date of layoff. Recall rights shall be applicable only to the division in which the layoff occurred. An employee who is recalled shall be so notified by certified mail, return receipt requested, and shall be expected to report for duty not more than five (5) days after receipt of such notification. Time limit may be waived by agreement of the parties for good cause. Employees recalled to their former classification shall return to the same status they held on the date of layoff in terms of Pay rate within classification, vacation and sick leave accumulation, if any seniority, and all other benefits (including pension, to the extent permitted by ordinance). However, no seniority, leave time, or other benefits shall accrue during the period of layoff. Employees recalled to the lower classification shall retain recall rights to their former classification for the balance of their recall period.
- 10.4** Seniority shall be broken only by the following events: discharge for cause; retirement; resignation; layoff for more than the applicable recall period; failure to report for duty within five (5) days after notification of recall (unless waived in accordance with preceding Section 10.3). Seniority accumulation shall be suspended (but not broken) during layoff or during long term leave of absence without pay (more than thirty (30) days).
- 10.5** Every permanent full-time classified or unclassified employee in the bargaining unit whose services are terminated as a result of the elimination of their position is entitled to any unused vacation leave accrual and in addition, severance pay. Such termination which is outside of the employee's control will not reflect any discredit on the service of the employee. The employee is eligible to receive severance pay at the rate of one weeks' pay, for each full year of continuous employment with the Town since their most recent date of hire, up to three (3) years, and one-half weeks' pay, for each full year of continuous employment with the Town since their most recent date of hire, thereafter. Pay shall be computed based on the employee's regular rate during the last full pay period of employment within the bargaining unit. Employees must have a minimum of three (3) calendar years of continuous Town service in order to be eligible for severance pay. A week's pay will be determined by the employee's basic workweek and excludes overtime earnings.

- 10.6 The Town will provide the Union annually with a seniority list containing names, classifications, pay scales, and dates of hire for all employees in the bargaining unit. Additionally, the Town will notify the Union of changes in said list as they occur. The Union agrees to reimburse the Town for the cost of photocopies and postage when billed by the Town.
- 10.7 Except as otherwise specifically set forth in this Article, the term "layoff" means involuntary separation from employment because of lack of work, lack of funds, elimination of position, or other legitimate reasons. The term "layoff" shall not include demotion, no cases where an employee is promoted but does not successfully complete the probationary period for the new classification. Such an employee shall be returned to a position in their former classification, if at any time during the probationary period, the Town determines the employee is not qualified for the new classification.
- 10.8 For the duration of the 2013-2017 collective bargaining contract, the parties agree to the following:
- A. As a result of the Employer contracting out to a private source or reassigning to the Board of Education any of this bargaining unit's present work or services, no bargaining unit employee shall be transferred, demoted, have their work week reduced below normal hours, be laid off, or suffer any loss in wage rate, as a result of this contracting out or reassigning to the Board of Education.
- B. Not as an attempt to shift work out of the bargaining unit but rather to have others support this bargaining unit to finish a task in a given time, the parties agree that:
1. the employer may use supervisors and employees from other bargaining units to temporarily supplement and support the work of this bargaining unit provided the use of said supervisors or employees from other Town bargaining units does not result in the reduction in standard work hours, layoff, demotion, transfer, or loss of wage rate for members of this bargaining unit; and
 2. the Town may use members of this bargaining unit to temporarily supplement and support the work of their own and other bargaining units provided that so doing does not result in the demotion, transfer, reduction in standard work hours, layoff, or loss of wage rate for members of this bargaining unit.

ARTICLE XI - WAGES

- 11.1 The pay schedules below show the bi-weekly rates of compensation to become effective when specified:

Supervisory - Grade 1 (SU01)

Parking Operations Manager (2415), Golf Course Superintendent (2405),
Traffic Safety & Public Utilities Operation Manager (2425)

	LEVEL	EFF DATE	% Inc	PERIOD SALARY	ANNUAL SALARY
FY21	Min	7/1/2020	1.00%	3,770.00	98,020.00
FY21	65th %	7/1/2020	1.00%	4,500.00	117,000.00
FY21	Max	7/1/2020	1.00%	4,892.00	127,192.00
FY22	Min	7/1/2021	2.50%	3,864.00	100,464.00
FY22	65th %	7/1/2021	2.50%	4,613.00	119,938.00
FY22	Max	7/1/2021	2.50%	5,014.00	130,364.00
FY23	Min	7/1/2022	2.50%	3,961.00	102,986.00
FY23	65th %	7/1/2022	2.50%	4,728.00	122,928.00
FY23	Max	7/1/2022	2.50%	5,139.00	133,614.00

NEW Supervisory - Grade 1 (SU01) Effective FY24

Parking Operations Manager (2415), Golf Course Superintendent (2405),
Traffic Safety & Public Utilities Operation Manager (2425)
Fleet Manager (2400), Grounds Maintenance Manager (2410),
Public Works Operation Manager (2420), Street & Traffic Signal Manager

	LEVEL	EFF DATE	% Inc	PERIOD SALARY	ANNUAL SALARY
FY24	Min	7/1/2023	3.00%	4,080.00	106,080.00
FY24	65th %	7/1/2023	3.00%	4,870.00	126,620.00
FY24	Max	7/1/2023	3.00%	5,293.00	137,618.00
FY25	Min	7/1/2024	3.00%	4,202.00	109,252.00
FY25	65th %	7/1/2024	3.00%	5,016.00	130,416.00
FY25	Max	7/1/2024	3.00%	5,452.00	141,752.00
FY26	Min	7/1/2025	3.00%	4,328.00	112,528.00
FY26	65th %	7/1/2025	3.00%	5,166.00	134,316.00
FY26	Max	7/1/2025	3.00%	5,616.00	146,016.00

FY27	Min	7/1/2026	3.00%	4,458.00	115,908.00
FY27	65th %	7/1/2026	3.00%	5,321.00	138,346.00
FY27	Max	7/1/2026	3.00%	5,784.00	150,384.00

Supervisory - Grade 2 (SU02)
Fleet Manager (2400), Grounds Maintenance Manager (2410), Public Works Operation Manager (2420), Street & Traffic Signal Manager

	LEVEL	EFF DATE	% Inc	PERIOD SALARY	ANNUAL SALARY
FY21	Min	7/1/2020	1.00%	3,573.00	92,898.00
FY21	65th %	7/1/2020	1.00%	4,327.00	112,502.00
FY21	Max	7/1/2020	1.00%	4,734.00	123,084.00
FY22	Min	7/1/2021	2.50%	3,662.00	95,212.00
FY22	65th %	7/1/2021	2.50%	4,435.00	115,310.00
FY22	Max	7/1/2021	2.50%	4,852.00	126,152.00
FY23	Min	7/1/2022	2.50%	3,754.00	97,604.00
FY23	65th %	7/1/2022	2.50%	4,546.00	118,196.00
FY23	Max	7/1/2022	2.50%	4,973.00	129,298.00

NOTE:

Effective and retroactive to July 1, 2023, Grade 2 is eliminated and all Grade 2 positions are moved to Grade 1.

Supervisory - Grade 3 (SU03)
Environmental Services Manager

	LEVEL	EFF DATE	% Inc	PERIOD SALARY	ANNUAL SALARY
FY21	Min	7/1/2020	1.00%	3,370.00	87,620.00
FY21	65th %	7/1/2020	1.00%	4,155.00	108,030.00
FY21	Max	7/1/2020	1.00%	4,574.00	118,924.00
FY22	Min	7/1/2021	2.50%	3,454.00	89,804.00
FY22	65th %	7/1/2021	2.50%	4,259.00	110,734.00
FY22	Max	7/1/2021	2.50%	4,688.00	121,888.00

FY23	Min	7/1/2022	2.50%	3,540.00	92,040.00
FY23	65th %	7/1/2022	2.50%	4,365.00	113,490.00
FY23	Max	7/1/2022	2.50%	4,805.00	124,930.00
FY24	Min	7/1/2023	3.00%	3,646.00	94,796.00
FY24	65th %	7/1/2023	3.00%	4,496.00	116,896.00
FY24	Max	7/1/2023	3.00%	4,949.00	128,674.00
FY25	Min	7/1/2024	3.00%	3,755.00	97,630.00
FY25	65th %	7/1/2024	3.00%	4,631.00	120,406.00
FY25	Max	7/1/2024	3.00%	5,097.00	132,522.00
FY26	Min	7/1/2025	3.00%	3,868.00	100,568.00
FY26	65th %	7/1/2025	3.00%	4,770.00	124,020.00
FY26	Max	7/1/2025	3.00%	5,250.00	136,500.00
FY27	Min	7/1/2026	3.00%	3,984.00	103,584.00
FY27	65th %	7/1/2026	3.00%	4,913.00	127,738.00
FY27	Max	7/1/2026	3.00%	5,408.00	140,608.00

11.2 A. The Town Manager reserves and retains sole and absolute discretion with respect to the granting or withholding of merit increases within the salary ranges established in this agreement, provided each member of the bargaining unit receives the full amount of the negotiated general increase and thus maintains their relative position within the rate range, and provided that, effective July 1, 1991 the following rules apply:

- (1) An employee's review date shall be their anniversary date of employment within the bargaining unit;
- (2) Employees who are eligible for merit consideration and receive an "average" evaluation rating may not progress beyond the 65th percentile of the salary range;
- (3) Employees who are eligible for merit consideration and receive an "above average" evaluation rating or higher may progress up to the maximum of the salary range;
- (4) Where an employee receives an "average" evaluation rating or higher, they shall earn at least a 2% merit increase as long as their pay rate does not exceed the limits specified in 11.2 (2) and (3) above.
- (5) Effective January 1, 1998, employees who are eligible for merit consideration shall be notified of their merit increase within thirty days of their review date. If for any reason such notice has not been received by the employee within that time, a 2% merit increase shall be

processed, retroactive to the employee's review date. Any subsequent adjustment to the processed merit increase shall be retroactive to the employee's review date;

(6) Employees shall be given a copy of their evaluation form at the time they are required to sign it.

(7) Notwithstanding any of the prior sub-paragraphs, the following minimums shall apply effective with the ratification of the current agreement:

(a) No employee with 3 or more years of service in the bargaining unit shall receive less than the 65th percentile of the salary range. Any year with below satisfactory performance shall not count towards the required service.

(b) No employee with 5 or more years of service in the bargaining unit shall receive less than the 80th percentile of the salary range. Any year with below satisfactory performance shall not count towards the required service.

(8) Merit salary increases will normally be made effective with the full payroll period that includes the employee's anniversary date of employment.

B. Any employee who is dissatisfied with the granting or withholding of a merit increase under 11.2 (A) of this Article shall, upon request, be entitled to meet with their Department Head and receive an explanation of the Town's merit increase decision. The employee may elect to have a union representative present at such meeting.

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

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

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

11.4 – Compensation for Certain Special Events

Effective upon the ratification of the 2017-2021 Agreement, any employee who is required to work a billable special event (not Town sponsored) shall be paid at their straight time rate for all hours worked at such special event. Effective upon the ratification of the 2021-2027 Agreement, an employee required to work a special event shall receive a stipend of \$500 per event, per day, to be paid in the pay period in which the special event occurs. The special event stipend shall increase annually by the same percentage as the general wage increase.

- July 1, 2024 \$515
- July 1, 2025 \$530
- July 1, 2026 \$546

11.5 – Compensation for Working Out of Class

A. Effective upon the ratification of this Agreement, any employee who is assigned to perform temporary service in another manager’s role which is paid at a higher level than the employee’s usual rate of pay, shall, commencing on the thirty-first (31st) consecutive workday, be paid for such actual work and such pay shall be retroactive to the first (1st) day of such assignment at the rate of the higher title as if he/she had been promoted thereto.

B. Such temporary assignments for period of thirty (30) working days or less shall not be utilized to defeat the basic contractual obligation herein.

11.6 – Compensation for Post Snow Removal and Hauling Operations

Effective upon the ratification of the 2021-2027 Agreement, for snow removal/hauling operations in West Hartford Center, Blue Back Square and parking lots, after the initial snow plowing has been completed, an employee will be eligible for a \$500 stipend per removal/hauling event if the snow removal/hauling operation begins before 2:30 a.m.

ARTICLE XII - INSURANCE AND PENSION

12.1 - Health Insurance

A. The Town will provide bargaining unit employees with the CT Partnership Plan 2.0 for health insurance as outlined in Attachment A.

B. Effective and retroactive to July 1, 2023, each member of the bargaining unit hired prior to July 1, 2023 shall contribute twenty percent (20%) of the fully insured rate for the plan for the individual or dependent coverage desired, not to exceed a cap of 5.25% of the employee’s annual earnings calculated from base pay rate.

Employees hired into the bargaining unit on or after July 1, 2023 shall contribute twenty percent (20%) of the fully insured rate for individual and dependent coverage desired, not to exceed a cap of 6.25% of the employee’s annual earnings calculated from base pay rate.

C. After initial enrollment, an employee may modify coverage only during the annual enrollment period, except for changes in family status by birth, death, adoption, marriage, or involuntary loss of coverage.

D. Upon death of an active employee, medical benefits shall continue, for a period of 36 months, to the surviving spouse and eligible dependents in the same manner as if the deceased had remained an active employee, with the exception that any contributions to

premiums shall not be required, and benefits for a surviving spouse age 65 or over will be coordinated with Medicare in the same manner as with a retired employee. Such continuation of medical benefits is intended to satisfy the requirements of COBRA and no further continuation shall be made.

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

F. The group benefits coverage shall extend to domestic partners of the employee. 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 it is further understood that medical expenses or premiums paid by an employer for a domestic partner will be included in the gross income of an employee as compensation for services. This shall not be used for any other purpose and specifically shall be excluded from determination of pension benefits.

The employee shall sign an affidavit attesting to 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.

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

12.2 - Prescription Drug Program

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

12.3 - Retiree Health and Prescription Drug Plan

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

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

B. Each individual retired employee and any eligible and enrolled dependents shall be eligible to participate in the same health and prescription drug programs which they enjoyed immediately prior to retirement. Such plans are described in Sections 12.1 and 12.2 of this Article and include the same co-pays, deductibles and other terms and conditions.

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

2. The parties agree to incorporate the provisions of Section 12.3 (C)(1) of this Article in a separate agreement with individual members of the bargaining unit who were employed prior to July 1, 1986. Such agreement shall be binding on the Town and on such individuals regardless of the results of future negotiations between the Town and the Union on the subject of retiree health insurance benefits. However, the Union does not waive its right to represent such individuals, and the Town shall have no right to negotiate directly with such individuals, as long as they remain employed by the Town and are covered by Section 12.3 of this Article, or by any successor provision governing retiree health insurance.

D. 1. Employees hired on or after July 1, 1986 and prior to November 10, 1997, who retire with a normal (unreduced) retirement benefit immediately upon separation from Town service, shall pay 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.

2. Employees hired on or after November 10, 1997 or on or before June 30, 2003, with a normal (unreduced - and with eligibility at age 55 with 25 years of service) retirement benefit immediately upon separation from Town service, shall pay 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.

3. Employees hired on or after November 10, 1997 or on or before June 30, 2003, who retire with a normal (unreduced - and with eligibility at age 60 with 10 years of service) retirement benefit immediately upon separation from Town service, shall pay 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.

4. The parties agree that for the duration of the 2002 – 2007 collective bargaining agreement, and in negotiations for all succeeding collective bargaining agreements between the parties, any change in Sections 12.3 (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 May 24, 2016, who retire with a normal retirement benefit (unreduced – and with eligibility at age 65 with 15 years of service or age 62 with 35 years of service) immediately upon separation from Town service, shall pay 25% of the fully insured rate for individual coverage 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 spouse reaches Medicare eligibility.

2. Employees hired on or after May 24, 2016, who retire with a normal retirement benefit (unreduced and with eligibility at age 65 with 15 years of service or age 62 with 35 years of service) immediately upon separation from Town service, shall pay 50% of the fully insured rate for the individual or dependent coverage elected. The health program shall be the same as current active members until the retiree reaches Medicare eligibility. At Medicare eligibility, provisions of Section 12.3 (F) shall apply. Payment shall be made to the Town as long as the retiree is receiving retiree health benefits (pre- and post-55) through the Town's insurance plan(s).

F. 1. For employees retiring prior to July 1, 2021, at Medicare eligibility, the retired employee's health insurance coverage shall be converted, to a Medicare Supplement Plan and continuation is contingent upon conditions established by the carrier. The cost of the Medicare Supplement Plan shall be provided by the Town to the retiree without cost sharing for employees hired prior to May 24, 2016. Upon reaching Medicare eligibility, employees

hired on or after May 24, 2016 shall pay 50% of the fully insured rate for the individual or dependent coverage elected. For employees retiring on or after July 1, 2021, at Medicare eligibility, the retired employee's health insurance coverage will be converted to the Connecticut Partnership Plan 2.0's Medicare Advantage Plan.

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

G. Upon the death of the retiree, medical benefits shall continue, for a period of twenty-four (24) months, to the surviving spouse and eligible dependents in the same manner as if the deceased had remained an active employee, with the exception that any contributions to premiums shall not be required during this twenty-four (24) month period, and benefits for a surviving spouse age 65 or over will be coordinated with Medicare in the same manner as with a retired employee. This twenty-four (24) month continuation of medical benefits is intended to be applied to meeting the requirements of COBRA and any further continuation shall not exceed the COBRA limits.

H. At Medicare eligibility, the retired employees' prescription drug plan shall remain the same as is available to active employees. Agreement on having this benefit "remain the same as is available to active employees" shall not establish a precedent for other benefit negotiations.

I. 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 services).

J. This entire Article (12.3) shall remain in force and effect so long as the Town remains in the CT Partnership Plan 2.0 as detailed in Articles 12.1 and 12.2 above. If, however the Town leaves the CT Partnership Plan 2.0, then the parties agree to reopen negotiations as to Article 12.3.

K. An employee electing health insurance coverage under this Agreement and who, at the time of normal retirement, had previously elected and received a health insurance opt-out benefit, 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.

L. For employees hired on or after July 1, 2023, the pre-Medicare health program shall be the same health and prescription drug program offered to active employees, as that coverage changes from time to time until the retiree reaches Medicare eligibility.

12.4 - Health Benefits with Disability Retirement

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

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.* The retiree shall continue to contribute toward the cost of the plan as defined in Section 12.4 (2)(A) of this Article.

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

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 employees 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 12.4 (A)(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.

i.) 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.

ii.) 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.

12.5 - 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.

12.6 - Life Insurance

A. The Town will participate in a group life insurance plan in the amount of one times the employee's annual base salary or \$60,000, whichever is greater, for each full-time active employee and will pay the cost of such insurance for each participating employee.

B. Effective upon ratification of the 2021-2027 Agreement, each employee eligible for and choosing to receive a normal, unreduced pension benefit immediately upon termination from the Town, or for an employee who retires with a disability pension, will have their group life insurance automatically reduced to \$25,000. This reduction will become effective as specified in the group life insurance plan. The cost of such reduced life insurance for each pensioned employee who retires shall be paid by the Town. The balance of each retired employee's group life insurance may be converted and paid for by the retired employee in accordance with the terms of the group life insurance plan.

12.7 - Long-term Disability

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

12.8 - Vision Care

The Town shall provide and pay the cost, for active employees and qualified dependents, for a "basic" networked vision care program as outlined in Attachment B. For each retiree retiring prior to July 1, 2021 who is eligible for health insurance benefits as defined in Article XII, Section 12.3 (C)(1), (D)(1), (D)(2), (D)(3), (E)(1), and (E)(2) and their eligible dependents, one (1) routine vision examination shall be provided per year and be paid in full, after an office visit co-payment, until eligibility for the Medicare Supplement Plan, as per practice. Employees retiring on or after July 1, 2021, who are enrolled in the CT Partnership Plan 2.0 will receive vision benefits in accordance with the terms of the CT Partnership Plan 2.0 Group Medicare Advantage Plan.

12.9 - Dental Insurance

The Town shall provide a full service dental plan as outlined in Attachment C and pay 50% of the fully insured rate toward the cost of individual coverage. Each bargaining unit member shall be enrolled and pay 50% of the fully insured rate for individual coverage and have the option to elect further coverage for eligible dependents. Employees who elect to enroll eligible dependents may do so at their own expense by authorizing monthly payroll deductions covering 100% of the additional cost of such enrolled dependents. Effective upon the ratification of the 2021-2027 Agreement, the employee shall pay 25% of the fully insured rate toward the cost of individual coverage and 50% of the fully insured rate for employees who elect to enroll eligible dependents. Dependents may be enrolled during the open enrollment period and must remain participants in the plan for twelve (12) months. Participation in the Dental Plan is limited to active employees, unless otherwise required by applicable law. Eligible dependent children may remain on the plan until the end of the calendar year during which they turn age 26.

12.10 - 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 provided further, that in the case of benefits paid for by retirees, such changes shall not at any time cause the actual cost to retirees to be higher than such costs would be if such changes of carriers had not occurred.

12.11 - Pension

A. 1. The Town shall continue the present pension coverage for supervisory employees hired prior to May 24, 2016 for the duration of the Agreement. Any and all amendments to said pension ordinance, which effect this bargaining unit, and which are enacted during the term of this Agreement shall also become a part hereof, provided that no such amendment which reduces retirement allowances for the employee, 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. a. Employees hired on or after May 24, 2016 will participate in a "hybrid" retirement program. Employees shall become members of the Town of West Hartford Pension Plan, Part E. The Part E member shall contribute 3% of base wages to the Plan. Upon reaching eligibility for a retirement benefit and, in compliance with Pension Ordinances, the defined benefit shall be calculated at 1% of base wage multiplied by the member's years of credited service, up to a maximum of 35 years.

b. Additionally, any employee hired on or after May 24, 2016 shall become enrolled in the 401(a) defined contribution plan and shall allocate 2.25% of their base wage to their 401(a) Plan. The Town shall also contribute an amount equal to 2.25% of the employee's base wage to the employee's 401(a) Plan. The Plan shall be in compliance with IRS regulations.

B. The following amendments to the Pension Ordinance have been agreed to by both parties, effective as to members of this bargaining unit on the dates specified below, but shall not apply to members hired on or after May 24, 2016:

1. For each individual retiring on or after January 1, 1998, but prior to April 11, 2017, there shall be a 1 % cost-of-living adjustment to their pension every year beginning three (3) years after retiring with a normal retirement. The adjusted benefit shall begin on the closest January 1st or July 1st to the third year following the member's normal retirement date.
2. For each individual retiring on or after January 1, 1998, but prior to April 11, 2017, with an early retirement there shall be a 1 % cost-of-living adjustment to their pension every year beginning three (3) years after they would have been eligible for a normal retirement. The adjusted benefit shall begin on the closest January 1st or July 1st to the third year following the member's normal retirement date.
3. Section 30-24 (H) of the Pension Ordinance regarding the 1% cost of living adjustment will be applied as follows for employees retiring on or after January 1, 1998, but prior to April 11, 2017:
 - a) The 1% cost of living adjustment (COLA) is provided on the amount of the member's benefit at the time they are receiving it, except as modified by (3)(d) of this Section. The benefit will include all previous year's COLA adjustments, so that there will be a compounding effect.
 - b) When a member who is receiving the temporary retirement allowance (as defined in Section 30-18 and 30-19 of the Pension Ordinance) is no longer eligible for that allowance, the COLA amount that was applied to the member's benefit during the temporary increase will be applied on an actuarial equivalent basis to the new benefit.
 - c) COLA increases after a member's eligibility for the temporary retirement allowance shall be on the amount of the member's actual benefit at the time the COLA increase is to take effect, except as modified by (3)(d) of this Section.
 - d) COLA increases shall be calculated without regard to or inclusion of any portion of the retirement allowance which is payable to the member as a result of a retirement incentive.
4. The COLA provision shall not apply to disability retirements, employees who terminate with a deferred vested benefit, or to beneficiaries of employees who die before becoming eligible for retirement.
5. Effective January 1, 1998, all active employees in the bargaining unit hired prior to May 24, 2016 shall contribute, in addition to any other contribution they may make to the Pension plan, 1% of gross earnings to the Pension plan.

6. All employees of the bargaining unit in an active payroll status on April 11, 2017 shall be refunded all employee contributions made toward the 1% COLA benefit from the Pension Fund and will have no rights, now or in the future, for a COLA adjustment to their pension benefit. Such refunds shall be made without interest on the payment. Additionally, the refund payment shall not constitute "wages" or "compensation" for the purpose of calculating pension benefits.
 7. Any reduction in the 1% contribution, referred to in Section 12.11 (B)(5) above, shall not be a mandatory subject of bargaining for the duration of this contract (2002-2007) and for the duration of the next succeeding contract.
 8. It is understood by both parties that the intended relationship of this 1% employee contribution and 1% COLA is to have the benefit pay for itself through employee contributions. It is agreed that any future change in the plan benefit negotiated by the parties that would change the intended relationship between the contribution and the COLA will be reason, for either party, to request and have accepted a reopener of this Article XII, Section 12.11 (B)(1), (2), (3), (4), and (5) of the collective bargaining agreement, for the purpose of negotiating a change that will keep the intended relationship in tact. Such reopener shall not, however, violate the provisions of Section 12.11 (B)(6).
 9. Any employee who leaves Town service and withdraws from participation in the Town's Pension Plan shall receive a refund of the 1% pension contribution as referenced in Section 12.11 (B) (5), plus 2% interest payment. Such payment is a separate refund from any other refund which may be provided in Section 12.11 (F).
- C. For bargaining unit employees who are Part B members of the Pension Plan, Section 30-19 of the Pension Ordinance shall be modified, effective January 1, 1998, so that:
1. the reduction in benefits for years of service prior to January 1, 1989 shall be changed to apply to years of service prior to January 1, 1986, and
 2. the reduction shall not be made until the member reaches full retirement age as defined by the Social Security Administration schedule.
 3. Members with years of service prior to January 1, 1986 are subject to a benefit offset for years served prior to January 1, 1986 as outlined in the Pension Ordinances, as amended from time to time. For such members with service prior to January 1, 1986 and with total Town service exceeding 30 years, the pension calculation shall adjust the amount of service worked prior to January 1, 1986 by the amount of service worked beyond the maximum of 30 years. For example:

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

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

2. Employees who exercised their option to purchase eligible years of service from other governmental entities as provided in Section 12.11(D)(1) may request reimbursement of their previously purchased service if they no longer wish the previous service to be used in the calculation of retirement benefits. Refunds will be allowed and calculated based on the cash value at the time of the initial purchase. Reimbursement of buyback payments shall not be subject to any interest payment from the Plan. All buyback provisions shall be in accordance with Pension Plan provisions.

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

F. 1. Effective upon the first month following ratification of this Agreement, all active employees in the bargaining unit, except those subject to Article XII, §12(A)(2), shall contribute, (in addition to Article XII, Section 12.11(B)(5)) 6.25% of their gross earnings to the Pension fund.

2. Effective July 1, 2013, employees hired on or after July 1, 2003 shall have pension contributions deducted based upon a percentage of their base pay.

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

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

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

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

2. Any member who is hired by the Town before July 1, 2003 and who retires on or after July 1, 2003 and who became eligible for a normal retirement by attaining at least the age of 55 and having at least 25 years of credited service or by attaining at least the age of 60 and having at least 10 years of credited service, and does not retire shall be eligible to

receive a supplemental benefit if such employee does not retire for at least one year after becoming eligible. 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.

3. a. The pension supplement shall not be calculated in the cap calculation. The years of credited service and/or buy-back of years from other employment are still capped at 35. However, the supplement will be added to an employee's pension above the cap amount.
 - b. The above pension supplement will not be calculated as part of the COLA computation and will not be a survivor benefit.
 - c. The supplement shall be made annually in a single payment during the month of July, starting the first July after the employee's retirement date.
4. The parties agree that for the duration of this 2002-2007 collective bargaining agreement, and in negotiations for the next three succeeding collective bargaining agreements between the parties, any change in the age and/or years of service for a normal pension retirement shall not be a mandatory subject of bargaining. The parties further agree that this provision may be extended by mutual agreement of both parties.

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

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

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

AVERAGE FINAL COMPENSATION – The average annual compensation of a member during the three highest paid years of service prior to and including the last full month of employment. For employee's hired on or after July 1, 2003 the average final compensation for a Part B member shall not exceed the member's highest paid calendar year base wage. The highest paid calendar year base wage will be calculated on base wages or salary only and will not include payments on account of overtime worked, longevity payments, meal payments, or any other payment.

J. The Town shall establish procedures for enrolling members of the bargaining unit in a Section 457 deferred compensation plan. Participation in this plan shall be at the discretion of each individual employee. Effective January 1, 2020, 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 1.2% of the employee's annual base pay and shall start with the employee's first contribution of the

calendar year. Upon ratification of the 2021-2027 Agreement, the Town's contribution shall not exceed 1.7% of the employee's annual base pay and shall start with the employee's first contribution of the calendar year.

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

Members with years of service prior to January 1, 1986 are subject to a social security offset where years served prior to January 1, 1986 as outlined in the pension ordinances as amended from time to time.

Such members who retire with 30 or more years of service shall not receive the supplemental payment outlined in Section 12.11 (G) of this Article unless they otherwise would have been eligible without regard to this provision.

Any member who retires with 30 or more years of credited service shall not receive the COLA as outlined in Section 12.11 (B) of this Article until three years after they would have been eligible for a normal unreduced retirement benefit with age 55 with 25 years of service or age 60 with 10 years of service.

L. For bargaining unit members who are Part B members of the Pension Plan, provisions of the Pension Ordinance related to Disability Pensions, as a result of workplace injuries, shall be modified effective July 1, 2007 to provide for the following:

a. An employee with less than ten (10) years of service who is unable to perform any work in accordance with federal Social Security Administration provisions shall be eligible to receive a disability pension.

b. Regardless of years of service, the disability pension benefit shall be offset at a rate of one dollar for every two dollars of earned income, once earned income plus disability pension benefit equals the employee's annual base salary, determined at the time of disability. Earned income shall be defined as adjusted gross income on federal income taxes that include, but not be limited to, wages, long term disability payments, workers compensation payments, etc.

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

ARTICLE XIII - LEAVE PROVISIONS

13.1 The following provisions shall apply in the event of a death in the employee's family:

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.

13.2 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.
- c. Participant in short term military training in Federal Reserve or National Guard, not to exceed two calendar weeks in any calendar year.
- 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.

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

13.4 Employees may be granted other leave without pay at the discretion of the Department Head with the concurrence of the Director of Human Resources when, in their opinion, the Town service would benefit from such leave. Such approval shall be granted only after

consideration of the needs of the Town service, the service record of the employee, and the relevancy of the request to the needs of the Town.

13.5 Special leave of absence with pay will be granted under the following conditions to authorized Union representatives for attendance of conferences, institutes, or seminars sponsored or endorsed by the Union:

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

b. Not more than an aggregate total of six (6) days of leave from scheduled duty shall be granted annually with pay under this Section. Leave without pay aggregating an additional ten (10) calendar days may be granted annually by the Department Head for other Union business.

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

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

e. It is recognized that an employee who is granted leave with pay under this Section is granted such leave in their capacity as a representative of the Union, as distinguished from their service as an employee of the Town; 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 any employee absent from duty on authorized leave without pay.

13.6 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 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 Manager 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.

ARTICLE XIV - MISCELLANEOUS

14.1

A. The Town shall provide adequate Workers' Compensation Insurance and shall supplement the Workers Compensation payments of the insurance company so that the employee will receive full pay during this absence, provided that such supplementary benefits shall end one (1) year from the date on which the injuries were sustained.

B. Effective upon execution of this collective bargaining agreement the supplement referred to in Section 14.1(A) above shall be calculated so that the net take home amount the employee receives while on workers' compensation shall not be more than they would have otherwise received if they were not on workers' compensation.

C. Should an employee recover from a third party damages for an illness or injury, including death, compensable pursuant to C.G.S. Chapter 568, the employee agrees to reimburse the Town for supplemental wage payments paid to them up to the limit of such recovery, in the same manner that workers' compensation payments are reimbursed under the applicable law.

14.2 Wages are payable to no more than two (2) employees for the time spent in negotiations during normal working hours, but not after such hours.

14.3 The following information shall be provided to employees.

a. The Town shall make accessible to employees through the Town's time tracking system with the earned sick days to their credit, and net accrued vacation days.

b. The Town shall furnish each employee with a copy of each Personnel Action Form pertaining to their personnel record, including such Actions as are signed by management without the employee's own signature.

c. Employees shall be given a copy of their evaluation form at the time they are required to sign it.

14.4 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 adopt 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. Reimbursement will be paid upon completion with proof of a satisfactory grade.

14.5 The following shall govern the interpretation and application of this Agreement.

- a. This Agreement established the basic conditions of employment for members of the bargaining unit, but it is understood that the implementation of these and other aspects of the employment relationship has varied by department and position. It is the intention of the parties to preserve this flexibility and to permit continuation of these differing arrangements, provided they are not in conflict with the specific provisions of this Agreement.
 - b. Unilateral changes in major or substantial conditions of employment may not be implemented by the Town without negotiation upon request of the Union. This provision shall not be construed to prevent the Town Manager from continuing to exercise complete discretion with respect to the allocation or reallocation of town vehicles.
 - c. The Town may employ temporary or seasonal employees provided no members of this bargaining unit who are qualified to perform the work involved are on layoff at the time and provided such temporary or seasonal employees are paid not less than the minimum rate for the position.
- 14.6** Both parties agree to continue their policies of not discriminating against any employee on the basis of race, color, religion, national origin, age, sex marital status, or physical disability.
- 14.7** An employee must serve a one (1) year probationary period before receiving permanent status in a bargaining unit position.
- 14.8** The Town shall supply the Union with a seniority list upon request by the Union.
- 14.9** The parties acknowledge and agree that the following memoranda of understanding remain in full force and effect:
- a. Agreement of 11/18/86 relating to the Pension Plan.
 - b. Agreement of 11/18/86 regarding retiree health insurance benefits for individuals hired prior to July 1, 1986.
 - c. Agreement of 11/18/86 regarding Health Care Cost Containment.
 - d. Agreement of 4/4/95 relating to the federal Family and Medical Leave Act.
 - e. Agreement of 4/4/95 relating to the Town of West Hartford Flexible Work Schedule policy.
- 14.10** The Town shall reimburse members for one pair of protective footwear, which shall reasonably be replaced upon inspection, and at the discretion of the employee's Department Head.

ARTICLE XV - SAVINGS CLAUSE

15.1 If any provision of this Agreement is or shall be contrary to any law now in force or hereafter enacted, then such provision shall not be applicable except to the extent permitted by such law. If any provision of this Agreement shall be held invalid by competent authority, the rest of this Agreement shall not be affected thereby.

ARTICLE XVI - DURATION

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

16.2 This Contract shall be in full force and effect from July 1, 2021 to June 30, 2027, and shall continue in effect thereafter, unless amended or modified in the manner prescribed below, or terminated in accordance with the law. Wage increases and other changes which bear an effective date prior to the execution of this agreement shall be implemented retroactive to the date indicated. All other changes shall be implemented as soon as possible after the execution of this agreement.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to affix their signatures on this 30 day of April, 2024.

TOWN OF WEST HARTFORD

CSEA Local 2001, SEIU

By [Signature]
Town Manager

By Diana Buns CSEA Staff Rep.
Staff Representative

Witness [Signature]

Witness [Signature]

Witness Claudia [Signature]

Witness _____

Brian M. Mitchell 4/24/24

APPENDIX A

AGREEMENT

This agreement is made by and between the Town of West Hartford ("Town"), SEIU Local 531 ("Union"), and each and every person employed by the Town on July 1, 1986 in a position included in the Supervisory Unit represented by SEIU Local 531, as set forth in Schedule A ("Covered Employees").

WHEREAS the Town and SEIU Local 531 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 SEIU Local 531 wish to guarantee individuals hired before July 1, 1986 that their retirees health insurance benefits will not change,

NOW THEREFORE the parties agree as follows:

- (1) The retiree health insurance provisions of the 1986-1988 collective bargaining agreement between the Town and SEIU Local 531, 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 with respect to such Covered Employees, 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 this 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 SEIU Local 531 in the event of claim by any of the Covered Employees listed in Schedule A, asserting either (a) the deprivation of the rights of Covered Employees by reason of agreement to the terms contained in Article XI Section 4 of the 1986-88 collective bargaining 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.

TOWN OF WEST HARTFORD

LOCAL 531, SEIU, AFL-CIO

By /s/ Barry Feldman
Town Manager

By /s/ Harold Alpert
President
/s/ Mickey Busca
/s/ Leo Roy
/s/ Robert J. Novellino

Date 11-18-86

Date 11-18-86

COVERED EMPLOYEES

NOTE: See file for names/signatures of employees.

APPENDIX B

TOWN OF WEST HARTFORD and SEIU LOCAL 531

Agreements Relating to Pension Plan

In conjunction with the negotiations during 1985 and 1986 leading to new collective bargaining agreements with the various units of Town employees represented by Local 531, the parties have reached certain understandings regarding pension provisions which apply to all Local 531 bargaining units. Although these understandings are not appropriate for inclusion in the Pension Plan itself, they are binding on the Town and the Union.

1. The Union does not object to the amendments to the Plan currently under consideration by the Town Council, relating to eligibility requirements for entry into the Plan. However, the Union reserves the right to challenge such amendments if they are determined not to comply with applicable age discrimination requirements, and assumes no responsibility or liability if such a determination is made.
2. The Town agrees to change its administrative procedures so that upon termination of an employee who is vested in the Pension Plan, in the absence of an election, the employee will be presumed to elect retention of vested rights rather than a return of contributions, instead of being presumed to elect a return of contributions.
3. The Town will explore the possibility of providing annual pension benefit statements, within the limits of available funds.
4. Upon the expiration of the current term of the employee appointee to the Pension Board in 1988, the Town will appoint a member of one of the Local 531 bargaining units, such individual to be selected by the Town from a list of five (5) SEIU bargaining unit members submitted by the Union.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to affix their signatures this 18th day of November, 1986.

TOWN OF WEST HARTFORD

LOCAL 531, S.E.I.U., AFL-CIO

By /s/ Barry M. Feldman
Town Manager

By /s/ Harold Alpert
President

/s/ Stephen Novak
Witness

/s/ Mickey Busca
/s/ Leo Roy
/s/ Robert Novellino
/s/ Thomas Larkum

APPENDIX C

**TOWN OF WEST HARTFORD
and
SEIU LOCAL 531**

**Memorandum of Understanding re:
Health Care 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 of the following classifications and definitions of services, 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 the parameters listed below for each service.

A. Pre-Admission Certification (non-emergency)

The Process is as follows:

1. The employee/dependent will telephone the provider using a tollfree 800 number prior to any non-emergency admission. The call will be made as soon as the date of admission is known to the patient.
2. The attending physician will submit information to the provider delineating the indications for admission. If the planned date of admission is within seven days of the attending physician's decision to admit the patient, the physician will contact the provider via telephone using the toll free 800 number. For all other admissions, the attending physician/provider contact will be conducted via the mail using an approved review form.
3. These indications will be screened by a provider nurse according to criteria developed by physicians to determine if the admission is medically necessary.
4. For cases which meet the criteria, the provider nurse will approve the admission.
5. Any proposed admission not meeting the criteria will be referred to a provider physician reviewer. He will discuss the case with the attending physician and a determination will be made to approve or disapprove the case.
6. The patient, the attending physician and the hospital will be notified in writing about the outcome of the review. If the case is reviewed within five days prior to the admission date, they will be notified by telephone followed by written communication.

7. When a case is disapproved, the insurance carrier will receive a copy of this written communication.

8. If the employee/dependent decides to go ahead with a disapproved hospitalization, the Town insurance will pay only 80% of what it would have paid for an approved hospitalization, the employee/dependent will be liable for the remaining 20%, not to exceed \$1,000.

9. The provider of this service will offer a patient awareness/education service which will involve discussing with the employee/dependent the alternatives to hospitalization which may be available. This will occur when the provider physician reviewer determines that the recommended treatment can be provided without hospitalizing the patient.

10. There will be an appeal process where hospitalization is denied. This appeal will utilize a tripartite panel Consisting of the patient's attending physician, the provider physician reviewer and a third physician agreed upon by the above designated physicians but who is not affiliated with either and is Board certified in the specialty involved. The Town will bear the full cost of the appeal procedure.

B. Concurrent Review

1. The employee/dependent/or family member will notify the provider of the hospitalization within 48 hours of admission using a toll free 800 number.

2. The provider nurse will communicate via telephone with the attending physician regarding the indications for admission and the projected length of stay required for hospitalization. This information is screened against physician developed criteria.

3. Where the case meets the criteria, the provider nurse will approve the admission and assign the projected length of stay. This assignment will initiate a follow-up review to assess patient progress and the necessity for continued hospitalization.

4. Where the case does not meet criteria, the provider nurse will refer the case to a provider physician reviewer. He will discuss the case with the attending physician and make a determination to approve or disapprove the case. The physician reviewer will inform the attending physician of his decision during their telephone conversation.

If the case is approved, a length of stay will be assigned. If the case is disapproved, a letter will be sent to the patient, the attending physician, the hospital, and the insurance carrier. At the same time, the provider nurse will inform the patient and the hospital by telephone.

5. If the case is disapproved, the Town insurance will pay 100% of the hospital cost up to 24 hours after notification to the employee/dependent that the case has been disapproved. After 24

hours of notification of disapproval, the Town insurance will pay 80% of the hospital cost and the employee/dependent will be responsible for the remaining 20%, not to exceed \$1,000.

6. There will be an appeal process for disapproved cases. This appeal will utilize a tripartite panel consisting of the patient's attending physician, the provider physician reviewer and a third physician agreed upon by the above designated physicians but who is not affiliated with either and is Board certified in the specialty involved. The Town will bear the full cost of the appeal procedure.

C. Discharge Planning

The process involves the provider nurse discussing with the patient or his family the alternatives available for post discharge care (home care, hospice, etc.) when it has been determined by the attending physician that the patient needs such care.

D. Pre-admission Testing (non-emergency)

Unless there is a medical reason for the testing to be done while employee/dependent is an in-hospital patient.

E. No Weekend or Early Admissions (non-emergency), unless there is a medical reason for early admission.

F. Home Health Care - In lieu of hospital care with the approval of the attending physician.

G. Mandatory Second Surgical Opinions (non-emergency)

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 choice is solely the employee/dependent's choice and regardless of the advice of the physician consultant there will be no penalty if the patient decides to have the surgery.

The only penalty is this procedure will be if the patient (non-emergency) does not get a second surgical opinion, in which case the Town insurance will pay only 80% of the reasonable and customary charge for the surgery as opposed to the 100% of reasonable and customary that would have been paid if the patient had gotten a second surgical opinion.

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 Town will provide at no cost a third surgical opinion if the patient so requests.

There will be a specified list of elective surgical procedures which will be the only procedure requiring a second surgical opinion. The procedures on that list will be by mutual agreement of the Town and the Union.

The system will be developed to be sensitive to the concerns and anxiety of the patient during this important decision-making process.

1. When the patient's doctor recommends a procedure included on the Second Surgical Opinion List, the patient will make telephone contact with a provider nurse using an 800 toll free number.
2. The nurse will confirm that the procedure is on the list and then provide the patient with the names of three physicians in the involved specialty who have agreed to perform these consultations. The physician consultants will all have agreed not to perform the involved surgical procedure on the patient.
3. The patient will then be sent a form to be completed by the physician he/she chooses for the consultation.
4. The patient will schedule his/her appointment with the physician and telephone the provider nurse with the date.
5. If the physician consultant does not send in the form within 10 days after the scheduled appointment, the provider nurse will telephone his office to confirm that the appointment was kept and remind the physician to return the form.
6. Following the patient's consultation with the doctor, the patient will telephone the provider nurse to inform her about his/her decision to have/not have the surgery performed.

H. Mandated Ambulatory surgical services (non-emergency)

There will be a specified list of surgical procedures which will be paid 100% of reasonable and customary only if done on an ambulatory basis. The list will be by mutual agreement of the Town and the Union. For procedures on the list which the employee/dependent chooses to have done as an in hospital patient, the Town insurance

will pay 80% of reasonable and customary for the surgical procedure; and additionally, only 80% of the hospital bill, the employee/dependent will be responsible for the remaining 20%, not to exceed \$1,000.

The above notwithstanding if the patient's attending physician identifies a medical reason for the procedure to be done with the patient in the hospital. In that case, all costs will be paid in full.

I. Maintenance Drug Program

For those employees/dependents on maintenance drugs, the Town may have arrangements with wholesalers to provide a 6 month supply of drug at a time at wholesale cost to the Town insurer

and employee/dependent will accept drug 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. Hold Harmless Clause

If any employee follows the procedures he will not be subject to any of the penalty provisions.

IN WITNESS WHEREOF the parties have caused their authorized representatives to affix their signatures this 18th day of November, 1986.

TOWN OF WEST HARTFORD

LOCAL 531,SEIU,AFL-CIO

By /s/ Barry M. Feldman
Town Manager

By /s/ Harold Alpert
President

/s/ Stephen Novak
Witness

/s/ Mickey Busca
Witness

APPENDIX D

MEMORANDUM OF UNDERSTANDING

In conjunction with negotiations leading to the 1994-1997 collective bargaining agreements between the parties, the Town of West Hartford and SEIU, Local 531, have agreed to incorporate the attached policy schedule in compliance with the Federal Family and Medical Leave Act as part of the collective bargaining unit agreement.

In witness whereof, the parties have caused their duly authorized representatives to affix their signatures this 4th day of April, 1995.

Town of West Hartford

SEIU, Local 531

/s/ James Francis

/s/ Kurt Westby

/s/ Patricia J. Morowsky

/s/ Alexander Adaskaveg

/s/ James Robertson

APPENDIX E

MEMORANDUM OF UNDERSTANDING

In conjunction with negotiations leading to the 1994 - 1997 collective bargaining agreements between the parties, the Town of West Hartford and SEIU, Local 531, have agreed to incorporate the Town's Flexible Work Schedule policy dated June, 1994 to the bargaining unit agreement.

In witness whereof, the parties have caused their duly authorized representatives to affix their signatures this 4th day of April, 1995.

Town of West Hartford

SEIU, Local 531

/s/ James Francis

/s/ Kurt Westby

/s/ Patricia J. Morowsky

/s/ Alex Adaskaveg

/s/ James Robertson

MEMORANDUM OF UNDERSTANDING
Between the
Town of West Hartford
And
SEIU, Local 760, Supervisory Unit

The Town of West Hartford and SEIU, Local 760, Supervisory Unit, agree and acknowledge that all previous written agreements including, but not limited to, memoranda of understandings entered into by the Town of West Hartford and SEIU, Local 531, Supervisory unit, unless superceded or expired, shall remain in full force and effect between the Town of West Hartford and SEIU, Local 760.

For the Town of West Hartford

For the Union

/s/ James Francis
James W. Francis
Director of Employee Services

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

3/3/04
Date

3/3/04
Date

/s/ Patricia Morowsky
Witness

/s/ David Gabriele
/s/ Christopher Dec
Witness

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

The Town of West Hartford and SEIU, Local 2001, CSEA, Supervisory Unit, agree and acknowledge that all previous written agreements including, but not limited to, Memoranda of Understandings entered into by the Town of West Hartford and SEIU, Local 760, Supervisory Unit, unless superceded or expired, shall remain in full force and effect between the Town of West Hartford and SEIU, Local 2001, CSEA.

For the Town of West Hartford

For the Union

/s/ James Francis
James W. Francis
Town Manager

/s/ George Gould
George Gould, Staff Representative
SEIU, Local 2001, CSEA

11-7-07
Date

11-7-07
Date

/s/ Patricia J. Morowsky
Witness

/s/ Christopher J. Dec
Witness

/s/ John Phillips

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

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

For the Town of West Hartford

For the Union

CSEA Local 2001, SEIU

Date

Date

Witness

Witness

Witness

Witness

MEMORANDUM OF UNDERSTANDING

**Between the
Town of West Hartford
And
CSEA Local 2001, SEIU, Supervisory Unit**

The Town of West Hartford and CSEA Local 2001, SEIU, Supervisory Unit, have met to discuss a Take Home Vehicle Program. The intent of this program is to provide a Town vehicle to employees that are expected to report to work during emergency situations, including weather events. The Town and the Union agree to the following provisions of the program:

- A one-year trial period commencing on July 1, 2016 through June 30, 2017, after which either the Town or Union may rescind this agreement. Except by mutual agreement, no rescission shall be effective before July 1, 2021. If no rescission occurs by July 1, 2021, any language concerning rescission shall be considered to be removed from the Agreement and cannot be used as evidence in future negotiations of an agreement not to rescind.
- The Town-provided vehicles are to be used solely for the service and benefit of the Town. The assigned vehicle may be used to commute to and from home. Non-employees of the Town are not to be transported or operate the vehicle.
- The Town shall provide vehicles for the employees holding the following positions:

Streets Operations Manager	Grounds Manager
Traffic Safety Manager	Fleet Manager
- Should the Streets Operations Manager, Grounds Manager, Traffic Safety Manager, or Fleet Manager decline a take home vehicle, they shall be eligible for the appropriate IRS mileage reimbursement should they be required to report to work for an emergency call-in. Additionally, as a result of declining a vehicle, the above employees shall not be eligible for mileage for normal daily commuting to and from home.
- The Parking Operations Manager and Golf Course Superintendent will be eligible to receive the appropriate IRS mileage reimbursement rate should they be required to report to work for an emergency call-in.
- Any IRS tax obligations incurred as a result of benefits received under the terms of this agreement are the sole responsibility of the employee.

In witness whereof, the parties have caused their duly authorized representative to affix their signatures this _____ day of _____, 2018.

For the Town of West Hartford

_____/s/_____
Rick Ledwith

_____/8/20/2021_____
Date

For the Union

_____/s/_____
Brian Mitchell, CSEA Local 2001, SEIU

_____/s/_____
Keith Larson

_____/s/_____
Diana Bush

_____/8/18/2021_____
Date

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

The Town of West Hartford and CSEA Local 2001, SEIU, Supervisory Unit, agree and acknowledge that all previous written agreements including, but not limited to, Memoranda of Understandings entered into by the Town of West Hartford and SEIU, Local 531, SEIU, Local 760, SEIU, Local 2001, CSEA, Supervisory Unit, unless superceded or expired, shall remain in full force and effect between the Town of West Hartford and CSEA Local 2001, SEIU.

For the Town of West Hartford

For the Union

Rick Ledwith
Executive Director of Human Resources

Ryan Henowitz
Staff Representative

Date

Date

Witness

Witness

Witness

Witness

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

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

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

For the Town of West Hartford

For the Union

Rick Ledwith
Executive Director of Human Resources

Ryan Henowitz
Staff Representative

Witness

Witness

Witness

Witness

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

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

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

For the Town of West Hartford

For the Union

Rick Ledwith
Executive Director of Human Resources

Ryan Henowitz
Staff Representative

Witness

Witness

Witness

Witness

MEMORANDUM OF UNDERSTANDING
Between the
Town of West Hartford
And
SEIU, Local 760, Supervisor Unit

The Town of West Hartford and SEIU, Local 760, Supervisor Unit, have met to discuss employee meal and rest breaks. The parties acknowledge that Connecticut General Statutes, Section 31-51ii (a) provides that no employee shall be required to work for seven and one-half or more consecutive hours without a period of at least thirty (30) consecutive minutes for a meal.

The parties agree, in accordance with CGS, Sec. 31-51ii (e), to continue the informal practice of working a schedule of eight (8) consecutive hours without a designated half-hour meal/rest break. Employees may eat while on-the-job as operations permit but such time shall not exceed a total of twenty (20) minutes, including meal preparation or transportation time.

It is further understood that this agreement shall continue for the duration of the 2003 - 07 contract and may be extended by mutual agreement of the parties. The agreement may also be terminated at any time by either party with 30 days written notice.

FOR THE TOWN:

/s/ James Francis
James Francis
Director of Employee Services

3/3/04
Date

/s/ Patricia Morowsky

Witness

FOR THE UNION:

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

3/3/04
Date

/s/ David Gabriele
/s/ Christopher Dec
Witness

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE TOWN OF WEST HARTFORD
AND
SEIU, LOCAL 760, SUPERVISORY UNIT**

The Town of West Hartford and SEIU, Local 760 have met to discuss changes in the Town Pension Plan that are reflected in Article XI, Section 11 (G) of the 2002- 2007 collective bargaining agreement. To further the understanding of how this provision shall be applied, the following examples are provided:

Examples:

1. The above supplements are to be additive. 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 deferred above age 63).

In witness whereof, the parties have caused their duly authorized representative to affix their signatures this 3rd day of March, 2004.

Town of West Hartford

SEIU, Local 760

/s/ James Francis
James Francis
Director of Employee Services

/s/ George Gould
George Gould
Staff Representative

/s/ Patricia Morowsky

/s/ David Gabriele
/s/ Christopher Dec

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

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

EMPLOYEE A -

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

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

EMPLOYEE B -

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

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

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

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

FOR THE TOWN:

/s/ James Francis
James Francis
Town Manager

11-7-07
Date

/s/ Patricia J. Morowsky

FOR THE UNION:

/s/ George Gould
George Gould
Staff Representative

11-7-07
Date

/s/ Christopher J. Dec
/s/ John Phillips

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE TOWN OF WEST HARTFORD
AND
SEIU, LOCAL 2001, CSEA (Supervisory Unit)**

In negotiations leading to the 207 – 2012 collective bargaining agreement, the Town of West Hartford and SEIU, Local 2001 CSEA have met to discuss modifications to position classifications, their FLSA status and subsequent eligibility for overtime and compensatory time.

As part of the negotiations, the parties agreed that effective July 1, 2007, classifications covered by this agreement shall not be eligible for overtime compensation or for compensatory time off except in cases authorized by the Department Director for work performed “substantially beyond that which is reasonably associated with their positions”. It is acknowledged that these, now exempt, classifications require work beyond the regular forty (40) hour work week and, to the extent that additional work time was required and worked by incumbents prior to this agreement, such work shall be expected to continue to be worked under provisions of the new agreement but without compensation.

In an effort to clarify the parties’ intent of Article V, Section 2, time worked for scheduled events outside the regular workweek shall not be considered as work performed beyond that which is reasonably associated with their positions. Protracted major weather events or natural disasters would be examples of circumstances that may be considered by the Department Director as qualifying for some compensatory time off however the amount of time off and the authorization to take time off shall be determined by the Department Director.

In witness whereof, the parties have caused their duly authorized representative to affix their signatures this 7th day of November, 2007.

FOR THE TOWN:

/s/ James Francis
James Francis
Town Manager

/s/ Patricia J. Morowsky
Witness

FOR THE UNION:

/s/ George Gould
George Gould, Staff Representative
SEIU, Local 2001, CSEA

/s/ John Phillips
Witness

/s/ Christopher J. Dec

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE TOWN OF WEST HARTFORD
AND
SEIU, LOCAL 2001, CSEA (Supervisory Unit)**

The Town of West Hartford and CSEA, SEIU Local 2001 Unit, have met to discuss changes in the Town Pension Plan to provide that members of the Supervisory Unit may be reemployed by the Town for more than 900 hours in a calendar year, at the sole discretion of and for a duration determined by the Town Manager (not to exceed three (3) years), after becoming eligible to retire with a normal, unreduced retirement benefit and have no impact on continued receipt of retirement benefit payments under the Plan.

To further the parties understanding of the guidelines of such reemployment and the status of individuals covered under this provision, the following details are provided:

- Five (5) year vesting period upon reemployment.
- Reemployment under the pension plan as defined at the time of reemployment.
- No pension contribution required. It is the intent of this arrangement that no additional pension credit will be earned for any reason and, therefore, no pension contribution will be required.
- A new date of hire is established upon reemployment.
- Accrual of sick leave at 1 ¼ day per full month of active service to a maximum of 150 days. No cash out of sick accrual upon separation from service under this provision.
- Accrual of vacation leave at 2 weeks/fiscal year; no rollover of annual accrual from one fiscal year to the next; may be authorized for leave without pay at the discretion of the appointing authority beyond the 2-week accrual. Health plan opt-out provision for additional vacation accrual is not applicable. No lump sum buyout of vacation balance at separation.
- Retiree health insurance coverage provide with applicable retiree contribution, if any.
- Dental coverage provided as active employee, with applicable employee contribution.
- Vision coverage provided as active employee.
- Life insurance benefit provided as an active employee for the duration of reemployment.
- Wages paid at the midpoint of the wage range for the position classification subject to general wage adjustments only – no eligibility for merit increases.
- No eligibility for additional service credit for supplemental pension payments other than those previously accrued prior to receipt of normal pension benefits.

- Reemployment, under this Article, shall not exceed ninety (90) days while the vacancy/position is posted, or as otherwise mutually agreed to by the parties.

For The Town

For CSEA, SEIU Local 2001

_____/s/_____
Rick Ledwith

_____/s/_____
Brian Mitchell
Keith Larson
Diana Bush

Date 8/20/2021

Date 8/18/2021

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE TOWN OF WEST HARTFORD
AND
SEIU, LOCAL 2001, CSEA (Supervisory Unit)**

Whereas, the Town of West Hartford and CSEA, SEIU Local 2001 (“the Parties”) want to memorialize and clarify their mutual agreement as to the events that are covered by Article 11.4 of the successor collective bargaining agreement – “Compensation for Certain Special Events.”

Accordingly, the Parties agree as follows:

At present, such billable special events include the following: the Hartford Marathon, Blue Back Mitten Run, Johnny’s Jog, Red Dress Run for Women, Center Streets Bike West Hartford, Pink Party, and the Ferrari & Friends Car Show. However, the Parties also agree that this list may not be all inclusive and additional billable special events (not Town sponsored) may hereafter be added. Employees will be paid in accordance with Article 11.4 for all billable special events (not Town sponsored), including those that are later identified and/or subsequently added to the above list.

IN WITNESS WHEREOF, the parties have set their hands on this 20th day of August, 2021.

For The Town

For CSEA, SEIU Local 2001

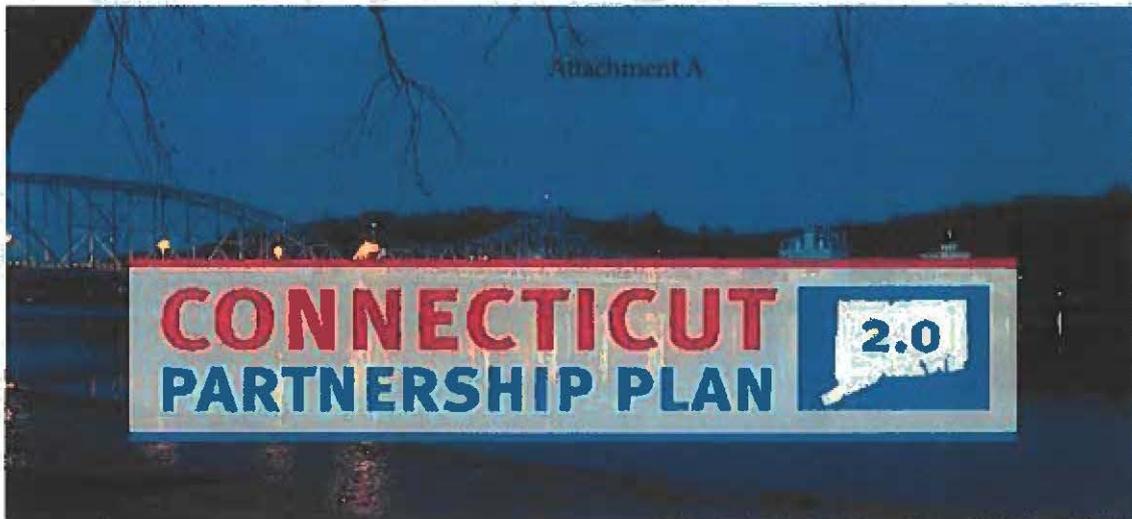
_____/s/_____
Rick Ledwith

_____/s/_____
Brian Mitchell
Keith Larson
Diana Bush

_____/8/20/2021_____
Date

_____/8/18/2021_____
Date

ATTACHMENT A



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 <http://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 will need to get prior authorization for high-cost testing</i>)	20% of allowable UCR* charges (<i>you will need to get prior authorization for high-cost testing</i>)
Durable Medical Equipment	\$0 (<i>your doctor may need to get prior authorization</i>)	20% of allowable UCR* charges (<i>you may need to get prior authorization</i>)

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) 2

BENEFIT FEATURE	IN-NETWORK	OUT-OF-NETWORK
Emergency Room Care	\$250 copay (waived if admitted)	\$250 copay (waived if admitted)
Eye Exam (one per year)	\$15 copay	50% of allowable UCR* charges
**Infertility (based on medical necessity) Office Visit	\$15 copay	20% of allowable UCR* charges
Outpatient or Inpatient Hospital Care	\$0	20% of allowable UCR* charges
**Inpatient Hospital Stay	\$0	20% of allowable UCR* charges
Mental Healthcare/Substance Abuse Treatment **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 Medically necessary treatment resulting from other causes is subject to Prior Authorization	\$0 \$0 (30 visits per Covered Person per Calendar Year)	Deductible plus Coinsurance (30 visits 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 oso.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.

CONNECTICUT PARTNERSHIP PLAN 2.0

PRESCRIPTION DRUGS

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 ¹	N/A	N/A	N/A	N/A	N/A	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

¹ 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.

ATTACHMENT B

Attachment B
Town of West Hartford, CT.



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	\$80.00 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 Benefit ²	
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 lenses³	Covered in full after copay (if applicable).

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

Exam(s)	Up to \$50.00
Frames	Up to \$50.00
Single Vision Lenses	Up to \$40.00
Lined Bifocal Lenses	Up to \$60.00
Lined Trifocal Lenses	Up to \$80.00
Lenticular Lenses	Up to \$80.00
Elective Contacts in Lieu of Eye Glasses ⁴	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.uhclasek.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 HealthInnovationsSM. To find out more go to hiHealthInnovations.com. When placing your order use promo code myVision to get the special price discount.

- ¹ On all orders processed through a company owned and contracted Lab network.
- ² 30% discount available at participating network provider locations. May exclude certain frame manufacturers. Please verify all discounts with your provider.
- ³ Contact lenses are in lieu of eyeglass lenses and/or eyeglass frames. Coverage for Selection contact lenses does not apply at Costco, Walmart or Sam's Club locations. The allowance for Non-selection contact lenses will be applied toward the fitting/evaluation fee and purchase of all contacts.
- ⁴ Necessary contact lenses are determined at the provider's discretion for one or more of the following conditions: Following cataract surgery without intraocular lens implant, to correct extreme vision problems that cannot be corrected with eyeglass lenses and/or frames; with certain conditions such as anisometropia, keratoconus, irregular cornea/astigmatism, aphakia, facial deformity; or congenital deformity. If your provider considers your contacts necessary, you should ask your provider to contact UnitedHealthcare vision confirming the reimbursement that UnitedHealthcare will make before you purchase such contacts.

Important to Remember

NETWORK

- Always identify yourself as a UnitedHealthcare vision member when making your appointment.
- Your participating provider will help you determine which contact lenses are available in the UnitedHealthcare selection.
- Your contact lens allowance is applied to the fitting/evaluation fee as well as the purchase of non-selection contact lenses. For example, if your allowance is \$106.00 and the fitting/evaluation fee is \$35, you will have \$70.00 toward the purchase of contact lenses. The allowance may be separated at some retail chain locations between the examining physician and the optical store. Evaluation and fitting fee may vary among providers and type of fitting. Your material copy is waived when purchasing non-selection contacts.
- Patient options such as UV, progressive lenses, etc., which are not covered-in-full, may be available at a discount at participating providers.

CHOICE AND ACCESS OF VISION CARE PROVIDERS

UnitedHealthcare offers its vision program through a national network including both private practice and retail chain providers. To access the Provider Locator service, visit our website at www.myuhcvision.com or call 800-838-3120, 24 hours a day, seven days a week. You may also view your benefits, search for a provider or print an ID card online at myuhcvision.com.

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

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

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

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

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

Customer Service is available toll-free at 1-866-434-3120 from 9:00 a.m. to 11:00 p.m. Eastern Time Monday-Friday and 9:00 a.m. to 9:30 p.m. Eastern Time on Saturday.

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

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

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



ATTACHMENT C



Attachment C
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 delta.dental.ct.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 versus 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.