CONTRACT BETWEEN

THE TOWN OF WEST HARTFORD

AND

CSEA LOCAL 2001, SEIU

2021-2027

Public Safety Dispatchers

WEST HARTFORD

112202

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APPLICATION OF AGREEMENT

This Agreement shall apply to all Public Safety Dispatcher employees of the Town of West Hartford in those titles listed on the Certification of Representative (ME-8429), excluding those employees now represented by other bargaining agents heretofore certified by the Connecticut State Board of Labor Relations, confidential employees as mutually agreed, part-time employees who work less than 20 hours per week, temporary employees who work less than six months, seasonal employees, and other employees who work less than 900 hours per year.

ARTICLE I - Recognition

1.1: The Town hereby recognizes the CSEA Local 2001, SEIU as the sole and exclusive bargaining agent for the purposes of collective bargaining on matters of wages, hours of employment, and other conditions of employment for the employees of the Town in the positions described above.

1.2: It is agreed, however, that any other employees eligible under the law, may at any time be designated to be represented by the Union either (a) by their majority consent and mutual agreement of the parties hereto or (b) by certification of the State Board of Labor Relations.

ARTICLE II – Union Security

2.1 The Town agrees that, upon the written authorization of any employee in the bargaining unit, it will make a monthly deduction from the wages of such employee of an amount authorized by the employee for the purpose of paying Union dues 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 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 Any employee who objects to joining or financially supporting labor organizations shall not be required to join or financially support the Union.

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

2.4 The total amount deducted each month, in accordance with the provisions of Article II, will be remitted by the Town, together with a list of the employees from whose wages such deductions have been made, to such individual and at such address as shall be specified by the Union. Such remittance shall be made by the last day of the month in which the deductions are made. Such lists shall be in an editable digital file format and include the following information for all employees of the bargaining unit if on file with the employer: full name, job title, department, work location, home email address, work email address, home address, work and home telephone number, date of hire, rate of pay, dues paid during the reporting period and employment status.

2.5 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.

2.6 The Town shall provide, in an editable digital file format, the following information for any new hire if on file with the Town: Name, job title, department, work location, home email address, work email address, home telephone number, work telephone number and 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.

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

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

2.9 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.

ARTICLE III – Management Rights

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

(a) To determine the care, maintenance and operation of equipment and property used for and on behalf of the purposes of the Town.

(b) To establish or continue policies, practices and procedures for the conduct of Town business and, from time to time, to change or abolish such policies, practices, or procedures.

(c) To discontinue processes or operations or to discontinue their performance by employees.

(d) To select and to determine the number and types of employees required to perform the Town's operations.

(e) To employ, transfer, promote or demote employees, or to layoff, terminate or otherwise relieve employees from duty for lack of work or other legitimate reasons when it shall be in the best interests of the Town or the department.

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

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

(h) To establish contracts or sub-contracts for municipal operations, provided that this right shall not be used for the purpose or intention of undermining the Union or of discriminating against its members. All work customarily performed by the employees of the bargaining unit shall 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 to revise existing job specifications.

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

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 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.

4.2: 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 any employee after five (5) years from the date of issue. In addition, upon request of the affected employee, the Town will seek approval of the State of Connecticut Public Records Administrator for the destruction of written warnings or letters of reprimand after one (1) year from the date of issue, and of records of disciplinary suspensions after five (5) years from the date of issue.

ARTICLE V – Grievance Procedure

5.1: A grievance shall mean a complaint by an employee or group of employees or the Union that, as to the employee(s) or the Union, 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 4 of this Section:

Step 1. The aggrieved employee, who may be represented by a Union representative, shall present in writing the grievance or dispute to their immediate supervisor within ten (10) calendar days of the date of the grievance or the employee's knowledge of its occurrence. The written grievance shall include a statement of the grievance and facts involved, the alleged violation of the agreement, and the remedy requested. The immediate supervisor shall meet with the interested parties within seven (7) calendar days after receipt of the grievance in an attempt to adjust the matter and shall render their decision within seven (7) calendar days after the grievance hearing.

Step 2. If the grievance has not been settled, it shall be presented in writing to the Department Head within ten (10) calendar days after the supervisor's response is received or should have been received. The Department Head or their designated representative shall meet with the interested parties within seven (7) calendar days after such Department Head receives such grievance, and render their decision in writing no later than seven (7) calendar days after the grievance hearing.

Step 3. If the grievance has not been settled, it shall be appealed to the Town Manager within ten (10) calendar days after the decision of the Department Head or their designated representative is received or should have been received. The Town Manager or their designated representative shall meet with the parties within seven (7) calendar days after the receipt of the grievance and in any case shall render their decision in writing within seven (7) calendar days after the grievance hearing.

Step 4. If the Union is not satisfied with the decision of the Town Manager or their designated representative, it may within thirty (30) calendar days after receipt of the Step 3 decision submit the grievance to arbitration. Notice of intention to proceed to arbitration must be given to the Town Manager within thirty (30) calendar days after receipt of such decision. Arbitration shall be by the State Board of Mediation and Arbitration, except in the case of grievances involving, discharges, reprimands, reductions in rank or compensation, and suspensions without pay, which may at the option of the Town be submitted to the American Arbitration Association. If the Town elects to exercise its option, it shall pay the fee of the arbitrator. If the Town chooses to exercise such option, it must do so within two (2) working days after receipt of notice of the Union's intention to proceed to arbitration. The arbitrator shall be limited to the express terms of the contract and shall not have the power to modify, amend, or delete any of the terms or provisions of the agreement.

5.3: The decision of the arbitrator shall be final and binding on the parties.

5.4: 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.

5.5: Beginning not later than Step 1, all grievances and answers thereto shall be set forth in writing.

5.6: 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.

5.7: Nothing contained herein shall prevent any employee from presenting their own grievance and representing themselves in Steps 1 through 3 in these procedures.

5.8: 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.

5.9: A grievance may be appealed to the next step at any time during the period in which a response is overdue, but not yet received. Failure at any step to appeal shall be considered acceptance of the decision rendered.

ARTICLE VI - Holidays

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

New Year's Day
Martin Luther King Day
Lincoln's Birthday
Good Friday
Washington's Birthday
Memorial Day
Juneteenth
Independence Day
Labor Day
Columbus Day
Veterans' Day
Thanksgiving Day
Christmas Day
Employee's Birthday

a.) 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.

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

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

d.) An employee may opt to use their holidays as floating holidays or be compensated for the holiday at their choosing.

6.2: Each Public Safety Dispatcher shall receive with the first paycheck due in January of each fiscal year a lump sum computed as follows: One day's pay (one-tenth of the biweekly pay rate) at the appropriate rate

for the step occupied by the employee on the first day of the fiscal year, multiplied by fourteen (14). The multiplying factor of fourteen (14) shall be adjusted downward for each regular holiday during the fiscal year on which an employee is not on the payroll, or is on leave without pay, or is on suspension for just cause. Employees who do not become employed until after January 1 of the fiscal year shall receive the appropriate lump sum payment at the end of the fiscal year, and those whose employment terminates for any reason prior to the end of the fiscal year shall reimburse the Town for that portion of the lump sum payment representing holidays on which they are not employed, such reimbursement to be by withholding from the final paycheck.

6.3: Each Public Safety Dispatcher may elect to take up to a maximum of fourteen (14) of the holidays listed under Article VI in compensatory days off in lieu of the compensation the employee would have received under Section 6.2 above. Such election must be made during the preceding fiscal year in time for consideration when the department budget is being prepared. Compensatory days off must be scheduled by agreement with the appropriate superior officer in the same manner as vacation or other days off.

6.4: Nothing in this agreement shall in any way abridge the Town's right to schedule employees to work on recognized holidays subject to applicable compensation provisions.

ARTICLE VII - Vacations

7.1:

(a) Annual vacation leave with pay shall be earned by all classified 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 21 full years:	1-2/3 days per month (4 weeks)
More than 21 full years:	2-1/12 days per month (5 weeks)

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

(b) In addition, immediately 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	17 full years - 1 day
11 full years - 2 days	18 full years - 2 days
12 full years - 3 days	19 full years - 3 days
13 full years - 4 days	20 full years - 4 days

(c) At the beginning of the 14th and 21st year of service, employees shall accrue vacation as stated in Section 7.1(a) as of and including the month in which their anniversary occurs.

7.2: However, 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.

7.3: For the purpose of computing vacation leave only dismissal or resignation will break the continuity of service; other leave except sick leave will defer vacation leave accrual during such leave. Vacation leave shall not be granted to employees with less than six months of service; however, upon completion of six months of service, employees shall have their accrual of such leave computed from the date of their original appointment.

7.4: In the event of illness during an employee's vacation period, the employee shall be given an option of charging the sick day to their sick leave, providing a doctor's certificate verifies illness.

7.5: Classified permanent employees working on a part-time basis will be granted vacation leave on a schedule prorated on their working hours compared to the normal weekly working hours for employees in their class and organizational unit.

7.6: Employees who resign in good standing or who are laid off shall be paid for any unused vacation leave that has accrued to their last day of service. An employee shall be considered to resign in good standing only if such employee notified their Department Head of such resignation at least fifteen (15) calendar days in advance of the employee's last day of service. Employees who retire shall be entitled to use any accrued vacation leave prior to the effective date of their retirement, but any accrued vacation not so used shall be forfeited and in no case may a period of vacation leave delay retirement beyond the date of retirement as provided by the Town pension plan. Vacation leave shall not further accrue during the period of such terminal leave.

7.7: Employees entitled to vacation leave who are terminated for cause shall be paid for any unused vacation leave in excess of fifteen (15) days that has accrued to their last day of service. Any part or all of accrued unused vacation leave up to fifteen (15) days may be granted at the discretion of the Town Manager.

Only upon separation from Town service for immediate retirement under the Town Pension Plan, unused vacation leave, up to the maximum allowable accrual, shall be paid in a lump sum payment and shall be deposited into a Special Pay Retirement Plan. This Special Pay Retirement Plan is subject to Section 401 of the Internal Revenue Code and, as such, is subject to its provisions.

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

7.8: An employee leaving on vacation may be granted pay due them for their accrued vacation time, provided they submit a written request for such pay to the Finance Department not less than ten (10) calendar days in advance.

7.9: Employees may take their vacation leave, in accordance with schedules established by the Department Head, throughout the fiscal year. The Department Head may, however, limit the number of employees on vacation at any one time because of the operating requirements of the department and may further provide that no employee may take more than two (2) consecutive vacation weeks during the months of July and August. In the event there is a conflict concerning the choice of vacation weeks between employees, the Department Head shall give preference on the basis of greatest length of service in the highest classification but this decision shall be final.

7.10: If the workload of an employee's organization unit makes adherence to the vacation schedule impracticable or undesirable, vacation leave may be postponed at the discretion of the Department Head, but in requiring such postponement employees having the greatest length of service in their respective classifications shall be given preference over those with less service in said classification. Vacation leave so postponed shall accrue to the employee's credit notwithstanding the above provision for a maximum of such leave.

ARTICLE VIII – Sick Leave

8.1: Sick leave shall not be considered as an entitlement which an employee may use at the employee's discretion, but shall be allowed only in case of necessity arising from actual sickness or disability of the employee, or to meet dental appointment, or to take physical examination or other sickness prevention measures, when such appointment, examination and/or measure cannot reasonably be scheduled outside of working hours.

8.2: 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.

One year's sick leave accrual (i.e., 15 days) shall be posted to each employees' 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 employees' date of hire. The accrual shall be adjusted down at a rate of one and one-quarter (1¼) days, for each month the employee fails to be in service (pay status) the full month. Any employee who leaves the Town service for any reason shall repay the Town for any sick leave taken in excess of what they would have earned on a monthly accrual basis from the first of the fiscal year or date of hire. For employees with prior 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) In all cases, sick leave with pay in excess of five (5) consecutive workdays will be granted only when a certificate from a regularly licensed practitioner of medicine or surgery, or both, verifying the need for sick leave, has been submitted to the Division Manager, Assistant Department Head, or Department Head.

However, if such authority feels an employee has been abusing sick leave by requesting such leave without justification, they may require such a certificate for future sick leave of any duration. The authority shall so notify the employee in writing, stating in the letter the reasons for the requirement.

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

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

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, civil union spouse or spouse in accordance with FMLA provisions. This provision does not include the employee's domestic partner.

Upon written request to the Chief of Police or their designee, an employee may be authorized additional paid sick leave in any fiscal year with the approval of the Chief of Police or their designee and the Director of Human Resources for the reason of a serious health condition of a parent, child, spouse, or civil union spouse, in accordance with FMLA provisions.

(g) 1.) 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 December 16, 2016 who retire from Town service.

2.) Employees hired on or after July 1, 2003, but prior to December 16, 2016, 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). Sick leave will not be included in the calculation of their average final compensation for the purposes of calculating pension benefits.

3.) 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) of the sick leave accrued to the employee's credit up to one hundred-twenty (120) working days' accrual, i.e., sixty (60) days' payment, plus 1/10 of the additional sick leave accrued to the employee's credit up to an additional thirty (30) working days' accrual (i.e., three (3) working days' payment).

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

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

(i) Classified permanent part-time employees who are members of the bargaining unit will be granted sick leave on a schedule prorated on their working hours compared to the normal weekly working hours for employees in their class and organizational unit.

8.3: 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 Department Head or their designee may limit the number of employees on leave under this paragraph at any one time in order to meet the operating requirements of the Department. Personal leave days under this paragraph may not accumulate from year to year except as sick leave.

ARTICLE IX – Insurance and Pension Program

9.1: Health Insurance

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

B. Effective June 25, 2024, each member of the bargaining unit hired prior to June 25, 2024 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.

Effective July 1, 2026, each member of the bargaining unit hired prior to June 25, 2024 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 6% of the employee's annual earnings calculated from base pay rate.

Employees hired on or after June 25, 2024 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 6.25% of the employee's annual earnings calculated from base pay rate.

Effective July 1, 2026, each member of the bargaining unit hired on or after June 25, 2024 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 6.75% 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 due to extenuating circumstances may be made at any time. In such cases, the employee must notify the Benefits Division within thirty-one (31) days of the change in status, otherwise the employee may be required to wait until the next open enrollment period.

D. Upon death of an active employee, medical benefits shall continue, for a period of thirty-six (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 provision indicating as follows is suspended once the Town's participation in the Connecticut Partnership 2.0 Plan is secured as that plan has its own hearing aid benefit: Dispatchers may purchase hearing aids under the durable medical hardware provision of the Town's health plan, if medically necessary. Coverage will be subject to a $250 deductible, then will be covered at 50%, up to a limit of $1,000, and the purchase of not more than one hearing aid every five years. Coverage is limited to active public safety dispatchers only.

G. The Town will provide Dispatchers with an Employee Assistance Plan.

H. 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 Human Resources Department as to any changes in domestic partner status within thirty (30) days of such change.

I. 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. Only those employees who, as of the ratification of this Agreement receive two (2) weeks of vacation in lieu of an opt out payment shall be permitted to continue to receive vacation instead of an opt out payment for as long as those employees continue to waive insurance.

9.2: Prescription Drug Program

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

9.3: Retiree Health and Prescription Drug Plan

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

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

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

C. Any active employee as of January 1, 1999, or hired prior to July 1, 2007, who receives a normal (unreduced) retirement benefit with eligibility at twenty (20) years of service under the Town pension plan immediately upon separation from Town service, shall pay twenty percent (20%) of the fully insured rate for the individual or dependent coverage desired, for continued coverage of the health program that the employee enjoyed immediately prior to retirement.

D. 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 Memorandum of Understanding regarding retiree health insurance benefits for individuals hired prior to July 1, 1986.

2. The parties agree to incorporate the provisions of Section 9.3 (D) (1) of this Article in a separate agreement with individual members of the bargaining unit who were employed prior to July 1, 1986. Such agreement shall be binding on the Town and on such individuals regardless of the result of future negotiations between the Town and the Union on the subject of retiree health insurance benefits. However, the Union does not waive its right to represent such individuals, and the Town shall have no right to negotiate directly with such individuals, as long as they remain employed by the Town and are covered by Section 9.3 of this Article, or by any successor provision governing retiree health insurance.

E. 1. Employees hired on or after July 1, 1986 and prior to January 1, 1999, who retire with a normal (unreduced – and with eligibility at age 55 with 25 years of service) retirement benefit immediately upon separation from Town service, shall pay seven percent (7%) of the fully insured rate for the individual or dependent coverage desired, for continued coverage of the health program that they enjoyed immediately prior to retirement. Payment shall be made to the Town until the retiree reaches Medicare eligibility.

2. Employees hired on or after July 1, 1986 and prior to January 1, 1999, who retire with a normal (unreduced – and with eligibility at age 60 with 10 years of service) retirement benefit immediately upon separation from Town service, shall pay thirty percent (30%) of the fully insured rate for the individual or dependent coverage desired, for continued coverage of the health program that they enjoyed immediately prior to retirement. Payment shall be made to the Town until the retiree reaches Medicare eligibility.

F. Employees hired on or after January 1, 1999, but prior to December 16, 2016, who receive a normal retirement benefit with eligibility at 20 years of service immediately upon separation from Town service, and have at least 25 years of service but has not reached age 55 shall pay seventeen and one-half percent (17.5%) 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.

G. 1. Employees hired on or after January 1, 1999, but prior to December 16, 2016, who retire with a normal (unreduced - and with eligibility at age 55 with 25 years of service) retirement benefit immediately upon separation from Town service, shall pay fifteen percent (15%) of the fully insured rate for the individual or dependent coverage desired, for continued coverage of the health program that they enjoyed immediately prior to retirement. Payment shall be made to the Town until the retiree reaches Medicare eligibility.

2. Employees hired on or after January 1, 1999, but prior to December 16, 2016, who retire with a normal (unreduced – and with eligibility at age 60 with 10 years of service) retirement benefit immediately upon separation from Town service, shall pay thirty percent (30%) of the fully insured rate for the individual or dependent coverage desired, for continued coverage of the health program that they enjoyed immediately prior to retirement. Payment shall be made to the Town until the retiree reaches Medicare eligibility.

H. Employees hired on or after December 16, 2016, who retire with a normal retirement benefit (unreduced and with eligibility at 25 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 9.3 (I) shall apply. Payment shall be made to the Town as long as the retiree is receiving retiree health benefits (pre- and post-65) through the Town.

I. 1. At Medicare eligibility, retired employees with Town health insurance coverage, shall have their coverage 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 December 16, 2016.

2. It is assumed that the retired employee is covered by Medicare - Part A and Part B. The retired employee, with Town health insurance coverage, 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 as is available to active employees minus the amount payable under Medicare Part A and Part B for the same expenses.

J. For those employees who retire on or after July 1, 2003, upon 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.

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

L. For any employee hired on or after June 25, 2024, the insurance provided at retirement shall be the same health benefit that is applicable to active employees in the same bargaining unit that the employee was in immediately prior to their retirement. Any change in the health plan for active employees shall also change the health plan for the retiree.

M. Employees hired on or after June 25, 2024, who retire with a normal retirement benefit immediately upon separation from Town service, shall pay 50% of the fully insured rate for individual coverage if elected. The employee shall be responsible for the full cost of dependent coverage.

N. Employees in the bargaining unit who are on the Town's payroll on November 1, 1986, and who thereafter leave the Town service with vested rights to a pension benefit, may participate in the Town's group health insurance plan, subject to all the conditions applicable to other participants in the plan, provided they pay the full cost of such coverage, for themselves and any enrolled dependents, for as long as they participate in the plan. Eligibility for participation in the Town's plan shall terminate upon the employee's eligibility for Medicare.

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

P. This entire Section 9.3 shall remain in force and effect so long as the Town remains in the CT Partnership Plan 2.0 as detailed in Sections 9.1 and 9.2 above. If, however the Town leaves the CT Partnership Plan 2.0, then the parties agree to reopen negotiations as to Section 9.3.

Q. An employee electing health insurance coverage under this agreement and who, at the time of normal retirement, had previously elected and received either a $2,500 payment or additional ten (10) days' vacation accrual as part of the health insurance opt-out program for the calendar year, shall reimburse the Town the value of the benefit received on a pro-rata basis for each full month of service that the health insurance benefits are to be received for the balance of the calendar year.

9.4 - Health Benefits with Disability Retirement

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

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

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

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

b. Dependent coverage may be continued for twelve (12) months at the same rate as determined in Section 9.4 (B)(a) above. Any and all dependents' coverage will be terminated thereafter, except that COBRA continuation will be offered, for a period of twenty-six (26) months, by paying 102% of the fully insured rate.

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

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

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

9.5 - Cost Containment

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

9.6 - Life Insurance

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

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

9.7 - Long Term Disability

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 two (2) years and unable to engage in any occupation thereafter.

9.8 - 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 IX, Section 9.3 (B), (C), (D), (E), (F), (G) and (H), and their eligible dependents, one (1) routine vision examination shall be provided per year and be paid in full after a $20 copayment while covered by the Town's PPO Plan, until eligibility for Medicare Supplement Plan, as per practice. Employees retiring on or after July 1, 2021, who are enrolled in the CT Partnership Plan 2.0 will receive vision benefits in accordance with the terms of the CT Partnership Plan 2.0 Group Medicare Advantage Plan unless the employee opts out of medical after retiring.

9.9 - 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 dependents may do so at their own expense by authorizing monthly payroll deductions covering 100% of the additional cost for such enrolled dependents. Dependents may be enrolled during the open enrollment period and must remain participants in the plan for at least twelve (12) months. Eligible dependents may include dependent children and such dependent children may remain on the plan until the end of the calendar year during which they turn age 26. Participation in the Dental Plan is limited to active employee, unless otherwise required by applicable law.

9.10 - Carriers

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

9.11 - Pension

A. The provisions of the Codified Ordinances of the Town of West Hartford relating to pensions for Town employees are made a part of this 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 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.

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:

1. Effective May 9, 1999, the Town shall amend the Pension Ordinance to reflect the provisions agreed to in this Section. This Pension Plan for Public Safety Dispatchers will include all provisions of the Part B Plan that pertain to this bargaining unit except with regard to Section 9.11 (B)(2) below.

2. The Town shall add to the above section of the Pension Ordinance a provision to provide a benefit without actuarial reduction for those retiring with twenty (20) years of service for those employees hired on or before July 1, 2007.

3. Effective May 11, 2008, the Town shall amend the Pension Ordinance to provide that each employee of the bargaining unit shall contribute, in addition to any other contributions they may make to the Pension Plan, six percent (6%) of their gross wages, toward the cost of their pension.

4. Any employee who leaves Town service and withdraws from participation in the Town's Pension Plan shall receive a refund of their pension contribution as referenced in Section 9.11 (B)(3), plus 2% interest payment. Such payment is a separate refund from any other refund which may be provided in Section 9.11 (C)(4) and Section 9.11 (F).

C. The Pension Ordinance will be further amended to allow for each individual retiring on or after May 9, 1999 a 1% cost-of-living adjustment to their pension every year beginning three (3) years after the date they would have retired with a normal retirement at age 55 with 25 years of service. The adjusted benefit shall begin on the closest January 1st or July 1st to the third year following the member's COLA eligible retirement date.

1. For each individual retiring on or after May 9, 1999 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 at age 55 with 25 years of service. The adjusted benefit shall begin on the closest January 1st or July 1st to the third year following the member's COLA eligible retirement date.

2. Section 30-24 (H) of the Pension Ordinance regarding the 1% cost of living adjustment will be applied as follows:

(a) The 1% cost of living adjustment is provided on the amount of the member's benefit at the time they are receiving it, except as modified by (2)(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 (2)(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.

3. 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.

4. Effective May 9, 1999, all active employees in the bargaining unit shall contribute, in addition to any other contribution they may make to the Pension Plan, 1% of gross earnings to the Pension Plan.

5. Any reduction in the 1% contribution, referred to in Section 9.11(C)(4) shall not be a mandatory subject of bargaining for the duration of this contract (1997-2002) and for the duration of the next two succeeding contracts.

6. It is understood by both parties that the intended relationship of the 1% employee contribution identified in 9.11(C)(4) above and 1% COLA is to have the benefit pay for itself through employee contributions. It is agreed that any future change in the plan 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 IX, Section 9.11(C)(1), (2), (3), (4) and (5) of the collective bargaining agreement, for the purpose of negotiating a change that will keep the intended relationship intact. Such reopener shall not, however, violate the provisions of Section 9.11(C)(5).

7. Any employee who leaves Town service and withdraws from participation in the Town's Pension Plan shall receive a refund of their 1% pension contribution as referenced in Section 9.11 (C)(4), plus 2% interest payment. Such payment is a separate refund from any other refund which may be provided in Section 9.11 (B)(3) and Section 9.11 (F).

D. Section 30-19 of the Pension Ordinance shall be modified, effective May 9, 1999, 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.

E. 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.

2. Employees who exercised their option to purchase eligible years of service from other governmental entities as provided in Section 9.11 (E)(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.

F. The Town shall establish procedures for enrolling members of the bargaining unit in the existing deferred compensation plan. Participation in this plan shall be at the discretion of each individual employee, effective each calendar year, the Town shall match, on a dollar-to-dollar basis, the employee's contribution to a 457 deferred compensation program. The Town's contribution shall not exceed 1.7% of the employee's annual base pay and shall start with the employee's first contribution of the calendar year.

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

H. Effective June 30, 2007, the Pension Ordinance shall be modified to provide vesting in the Plan after 10 years of service.

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

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

An employee who qualifies for a disability pension, who is offered alternate employment 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.

J. The Pension Ordinance shall be modified to provide Employees hired on or after July 1, 2007 shall be eligible for a retirement benefit without actuarial reduction with twenty-five (25) years of service.

Any member of the bargaining unit retiring after July 1, 2007 who earns twenty-five (25) years of credited service, not counting buyback of service time, shall receive an annual benefit equal to 55% of the member's average final compensation. Members with years of service prior to January 1, 1986 are subject to a benefit offset as defined in the pension ordinance. A member who earns twenty-six (26) or twenty-seven (27) years of credited service, not counting buyback of service time, shall also receive an annual benefit equal to 55% of the member's average final compensation subject to benefit offset, however, credited service of twenty-eight (28) years shall receive an annual benefit equal to 56% of the member's average final compensation and an additional 2% per year to the Plan maximum benefit.

K. Pension shall not be a mandatory subject of bargaining for the duration of this 2007-2012 contract and three succeeding contracts.

ARTICLE X - Wages

10.1: The pay schedules below show the biweekly rates of compensation to become effective as specified. The approximate annual equivalents are obtained by multiplying these rates by 26:

Public Safety Dispatcher - Grade 1 (ERC2)				
Public Safety Dispatcher (1300)				
STEP	**EFF DATE**	**% Inc**	**PERIOD SALARY**	**ANNUAL SALARY**
1	7/1/2021	3.0%	2,259.00	58,734.00
2	7/2/2021	3.0%	2,342.00	60,892.00
3	7/3/2021	3.0%	2,435.00	63,310.00
4	7/4/2021	3.0%	2,525.00	65,650.00
5	7/5/2021	3.0%	2,617.00	68,042.00
6	7/6/2021	3.0%	2,709.00	70,434.00
7	7/7/2021	3.0%	2,793.00	72,618.00

STEP	EFF DATE	% Inc	PERIOD SALARY	ANNUAL SALARY
1	7/1/2022	3.0%	2,327.00	60,502.00
2	7/1/2022	3.0%	2,412.00	62,712.00
3	7/1/2022	3.0%	2,508.00	65,208.00
4	7/1/2022	3.0%	2,601.00	67,626.00
5	7/1/2022	3.0%	2,696.00	70,096.00
6	7/1/2022	3.0%	2,790.00	72,540.00
7	7/1/2022	3.0%	2,877.00	74,802.00

STEP	EFF DATE	% Inc	PERIOD SALARY	ANNUAL SALARY
1	7/1/2023	3.0%	2,397.00	62,322.00
2	7/1/2023	3.0%	2,484.00	64,584.00
3	7/1/2023	3.0%	2,583.00	67,158.00
4	7/1/2023	3.0%	2,679.00	69,654.00
5	7/1/2023	3.0%	2,777.00	72,202.00
6	7/1/2023	3.0%	2,874.00	74,724.00
7	7/1/2023	3.0%	2,963.00	77,038.00

STEP	EFF DATE	% Inc	PERIOD SALARY	ANNUAL SALARY
1	7/1/2024	3.0%	2,469.00	64,194.00
2	7/1/2024	3.0%	2,559.00	66,534.00
3	7/1/2024	3.0%	2,660.00	69,160.00
4	7/1/2024	3.0%	2,759.00	71,734.00
5	7/1/2024	3.0%	2,860.00	74,360.00
6	7/1/2024	3.0%	2,960.00	76,960.00
7	7/1/2024	3.0%	3,052.00	79,352.00

STEP	EFF DATE	% Inc	PERIOD SALARY	ANNUAL SALARY
1	7/1/2025	2.6%	2,533.00	65,858.00
2	7/1/2025	2.6%	2,626.00	68,276.00
3	7/1/2025	2.6%	2,729.00	70,954.00
4	7/1/2025	2.6%	2,831.00	73,606.00
5	7/1/2025	2.6%	2,934.00	76,284.00
6	7/1/2025	2.6%	3,037.00	78,962.00
7	7/1/2025	2.6%	3,131.00	81,406.00

STEP	EFF DATE	% Inc	PERIOD SALARY	ANNUAL SALARY
1	7/1/2026	2.6%	2,599.00	67,574.00
2	7/1/2026	2.6%	2,694.00	70,044.00
3	7/1/2026	2.6%	2,800.00	72,800.00
4	7/1/2026	2.6%	2,905.00	75,530.00
5	7/1/2026	2.6%	3,010.00	78,260.00

6	7/1/2026	2.6%	3,116.00	81,016.00
7	7/1/2026	2.6%	3,212.00	83,512.00

10. 2: If an employee is hired at the first step and completes one year of service, they will be eligible to advance to the second step in the new schedule effective with the full payroll period that includes the employee's date of employment providing they meet the conditions set forth in Section 10.3 of this Article.

10.3: The Town reserves the right to grant annual merit pay increases. Merit salary increases within an established range shall depend primarily upon recommendations of merit by the Department Head. Merit salary increases shall not be predicted solely upon the length of service. Merit increase will be given only upon certification by a Department Head that the employee has maintained consistently high level of performance throughout the preceding year. When an increment is withheld, the employee shall be notified in writing of the reasons for such action and shall have the right to challenge the decision by means of the grievance procedure.

Merit increases in excess of one step or more often than once per year shall be reserved for exceptional performance and shall be given only with approval of the appointing authority. Merit salary increases will be effective with the first day of the full payroll period that includes the employee's anniversary date of advancement.

10.4: When an employee is promoted from one class to another their rate of pay will be increased on the date of such promotion from their current step in their current salary range to the corresponding step in the range for the position to which the employee is promoted, except that the employee shall not be placed on any step in the pay range for the new position which results in an increase of more than 10% in the employee's biweekly or hourly rate unless required to place the employee at least at the minimum of the new rate range. Following promotion, merit salary increases will normally be made effective the first full pay period of the fiscal quarter starting closest to the anniversary date of the promotion.

10.5: No employee shall repeatedly or for an extended period be detailed or required by their superiors to perform duties of a higher level of skill or responsibility than those included in the description of their regular position in the classification plan without reasonable provision for additional compensation to the employee, except as provided below. Such duty is hereinafter referred to as "higher work assignment" and such additional compensation shall be paid for the period of such "higher work assignment" at a rate not less than 5% higher than the employee's current rate in their regular position. Notwithstanding the foregoing, however:

(a) Additional compensation shall not be paid for any "higher work assignment" that, with the consent of the employee, is included as part of an apprenticeship or on-the-job training program administered under regular supervision and designed specifically to prepare the employee for possible advancement.

(b) If operating conditions so required, an employee may be detailed to an occasional "higher working assignment" of less than one normal work day's duration without additional compensation but they may refuse to accept more than one such "higher working assignment" in any calendar month without additional compensation for the period of the assignment.

10.6: On the employee's anniversary date of employment after five (5) years of consecutive and continuous full-time (excluding part-time) Town service, and on their yearly anniversaries thereafter, they will be awarded a lump sum according to the following table. Such lump sum will be given to the employee on a regular payroll date nearest to the employee's anniversary date of employment, and will be subject to payroll

deductions. For the purpose of this Section, if the employee leaves the Town service for any reason prior to their anniversary date of employment of this lump sum payment, they shall forfeit such payment.

On completion of:

5 to 9 years	10 to 14 yrs.	15 yrs. & up
$375	$500	$650

10.7: Employees shall be required to have their payroll checks deposited directly. Direct deposit of payroll checks shall be a condition of continued employment. Employees with on-line access shall receive their payroll-related documents using the on-line direct deposit system.

10.8: Upon receipt of transcripts indicating satisfactory completion of an Associate's Degree or Bachelor's Degree from an accredited college or university an employee shall receive a stipend equal to $960 annually ($80 per month).

ARTICLE XI – Hours of Work and Overtime

11.1: Unless otherwise specified herein, the basic work week for full-time employees who are in the bargaining unit shall consist of 40 hours. There shall be a 5/2-4/2 work schedule. On weeks where an employee is normally scheduled to work 32 hours, any additional hours worked shall be compensated at time and one half.

11.2: All work in excess of hours in the basic workweek shall constitute overtime.

11.3: Distribution of Overtime: The Town shall have the right to require overtime work in a manner most advantageous to the Town, but every effort shall be made to keep overtime at a minimum consistent with the demands of the public service. Generally, overtime work, when required, shall be offered to and distributed as equally as practicable among employees within the organizational unit whose position classifications call for such work as is required. When such overtime work is related to a specific job assignment to which a particular employee has been detailed over a period of time, however, or for which, in the opinion of the Division or Department Head, a particular employee is particularly well qualified, nothing herein shall be construed as preventing the detailing of such particular employee to a specific overtime work assignment, regardless of other considerations. In any event, the opportunity for overtime work shall be offered to all employees in the organizational unit whose position classification calls for such work as is required before it is offered to any other employee. If an employee is scheduled for overtime work and the employee does not avail themself of the opportunity to work overtime, it shall be so noted, and the hours for the purpose of determining equal distribution of overtime shall be considered as worked by such employee. If all persons in the same classification refuse to work overtime, the Town may require employees to work overtime, starting with the least senior person.

11.4: PSDs who do not want to be contacted for voluntary overtime will submit a memo to that effect to the ERC Manager. To be placed back in the overtime rotation, PSDs must submit a new memo to the ERC Manager.

I.) Overtime will be distributed in the following order:

1) Squad members, on their day off, by seniority.
2) All other PSDs, on their day off, by seniority.
3) Any other PSD, not on a day off, by seniority.

If a PSD volunteers for an overtime shift, that PSD will not be required to work a double shift that is not part of their regular work hours. This provision includes 4 hours shifts as long as other PSDs on duty are not on an overtime shift. If all PSDs on duty are on an overtime shift then reverse seniority will be used to fill the vacancy as long as the least senior PSD did not work a previous eight (8) hour shift before their current shift. In that case, the next least senior PSD will be required to fill the vacancy.

A group text message with the Supervisor may be used to initially offer all overtime shifts that occur within four (4) full days or less of the opening (except in emergency situations.) PSDs will have the option to accept or refuse the overtime shift via text message. If a PSD does not respond and is next in order for the overtime shift then a telephone call to the listed number of the PSD shall be considered an offer of overtime. If there is no answer, or an answering machine/voicemail, it will be considered a refusal, and the next eligible PSD will be offered the overtime using the same procedure. The overtime will be awarded to the PSD as it pertains to the equitable distribution of overtime.

No PSD, regardless of squad, who exchanges their day off per this Article shall be allowed to volunteer for overtime on their exchanged day off until all other PSDs have been given the opportunity to volunteer regardless of how many overtime shifts any other PSD has had that week.

No PSD, regardless of squad, shall be allowed to volunteer for more than one overtime day on any calendar week (Sunday-Saturday) until all other PSDs have been given the opportunity to volunteer.

1.) Any PSD who is forced to work an overtime shift shall not have that shift affect their standing in regards to the rules of the equitable distribution of overtime. This provision includes all forces regardless of time worked.

An overtime shift of four (4) hours or less will not affect the PSD's standing as it pertains to the equitable distribution of overtime except when two (4) hour overtime shifts worked in the same calendar week shall equal one eight (8) hour overtime shift as it pertains to the equitable distribution of overtime. No PSD that is ordered to work a shift preceding their normal shift shall be forced to work an overtime shift following their normal shift on the same day.

II.) If all PSDs have been offered overtime and refused it, the vacancy shall be filled by a PSD who is or will be working the shift preceding the shift where the vacancy exists in the following order:

1) Least senior PSD on duty.
    a) The PSD may only be forced to work one extra shift. If coverage is needed for a second day, a supervisor will order another PSD by reverse seniority. This process will continue until all on duty PSDs assigned to that shift have been ordered to work one extra shift until the start of the next calendar month, at which time the rotation shall be reset.
    b) Should a situation arise where all eligible PSDs have been offered overtime for the 0600hrs to 1400hrs shift and refused it, and all of the PSDs on the preceding shift are ineligible to work, the vacancy shall be divided into four (4) hour vacancies and shall be filled by a PSD using the following procedure:
        i. For a vacancy of four hours or fewer between 0600 hrs and 1000 hrs the vacancy shall not be filled.
        ii. For a vacancy of four (4) hours or fewer between 1000 hrs and 1400 hrs a volunteer shall be sought in accordance with Section 1. If all eligible PSDs have been offered the (4) hour overtime shift and refused it, the vacancy shall be filled by ordering in the least senior PSD who will be working the shift following the shift where the vacancy exists. No PSD shall be forced to work more than one (1) extra shift. If coverage is needed for a second day, a supervisor will order another PSD by reverse seniority. This process will continue until all on-duty PSDs assigned to that shift have been ordered to work

one (1) extra shift until the start of the next calendar month, at which time the rotation shall reset.

III.) Should a situation arise where minimum desired staffing is not achieved such as a PSD calling in sick at the last minute, a PSD will be held over only until minimum staffing is achieved by following the procedures in Section I and II.

Vacation, Holiday, Personal, and known Sick Leave coverage will be filled following steps outlined in section V below.

V.) Future Vacancies:
The ERC Manager may elect to post a list of future shift vacancies seeking available volunteers.

1. Such a list should be posted as soon as possible prior to the date of available shift to allow all PSDs the opportunity to view the dates and shifts available.

2. If the list is posted for four (4) or more days:
    a. Should more than one (1) PSD have volunteered for the same shift, the supervisor shall award the shift by following section I.
    b. If the list produces only one (1) volunteer for the vacancy, the supervisor may award the shift to the PSD without further steps.

3. If the list is posted less than four (4) days prior to the available shift, the supervisor must follow section I until (s)he finds a volunteer or reaches the PSD who has volunteered.

4. Should the posting of the list produce no volunteers, the supervisor shall follow section I and II.

VI.) Supervisors will make a good faith effort to follow the above procedures; however, they will be allowed to deviate from the standard procedures to the extent necessary to meet an emergency situation. (E.G. An emergency constitutes an unexpected event, and a routine scheduling issue is not an emergency.)

11.5:

A.) The staffing assignments will be as follows:
    1.) 5 PSDs assigned to "A" Squad (0600hrs to 1400hrs)
    2.) 5 PSDs assigned to "B" Squad (1400hrs to 2200hrs)
    3.) 3 PSDs assigned to "C" Squad (2200hrs to 0600hrs)

B.) The desired staffing requirements will be as follows:
    1.) 0600hrs to 1400hrs - 3 PSDs
    2.) 1400hrs to 2200hrs - 3 PSDs
    3.) 2200hrs to 0600hrs - 2 PSDs

2.) When staffing falls below the desired staffing levels required then the rules regarding the equitable distribution of overtime shall be used to fill the vacancy(s).

3.) Both parties agree, if requested, to review the changes made to staffing assignments and schedule to determine if there is an alternative staffing assignment or scheduled that would be agreeable to both the Union and management that would work better than what was adopted on 2/4/2024. Notice may be made by either party.

11.6: Compensation for Overtime: Employees shall be compensated for overtime work at the following rates, payable for the pay period in which the overtime was incurred, so that the next immediate succeeding pay check includes such compensation:

(a) at one and one-half their regular rate of pay for any time worked that is:

1. performed by employees in excess of forty (40) hours; or
2. payable as overtime under Section 11.1(a).

(b) Overtime may be compensated (by agreement between the employee and supervisor) by compensatory time off, computed in the same manner as financial compensation would otherwise have been computed. Such compensatory time off shall be taken at times mutually agreed to by the employee and the ERC Manager. Unused compensatory time shall be paid upon termination of employment at the rate it was earned but compensatory time may not be used as terminal leave.

11.7: Computation of Overtime: For the purpose of computing overtime hours in excess of the basic workweek, hours paid for, but not worked while on approved leave with pay, shall be counted as hours worked.

11.8: An employee called in for emergency work, as determined by the Town, shall be paid at one and one-half (1-1/2) times their regular rate of pay for actual hours worked, but not less than the equivalent for four (4) hours of their regular hourly rate of pay.

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

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

11.11: Overtime records: A record of overtime shall be kept in the department, or division, and shall be made available to inspection by employees and the Union.

11.12: An employee who is requested or required to attend and participate in a meeting or public hearing or to conduct other Town business away from the office after scheduled work hours shall be paid not less than the equivalent of three (3) hours at the employee's regular hourly rate of pay.

11.13:

1) The work schedule (shift and rotation) for Public Safety Dispatchers (PSDs) assigned to the Emergency Reporting Center (ERC) shall be determined by senior bid. Seniority shall be defined by Article XIV, Section 14.1 of the collective bargaining agreement.

2) There shall be four (4) work periods of three (3) months each. The work periods shall begin on the first days of December, March, June, and September. Bidding for the June-August and

September-November work periods shall begin on April 1st of each year. Bidding for the December-February and March-May work periods shall begin on October 1st of each year.

3) The Town shall post a list of all available shifts and rotations for each of the next two (2) consecutive work periods, on the ERC overtime board, on April 1st and October 1st of each year. Each work period shall be posted on a separate page. The lists shall remain posted until all PSD's have had an opportunity to bid.

4) In seniority order, PSD's will bid on available shifts and rotations. Each PSD will make two (2) bids each bidding period; one bid for each of the next two (2) work periods.

   A PSD shall bid in one of the following ways:

   a) By signing their name to the posted list indicating their desired work schedule, or
   b) By submitting an email to the ERC Manager or designee indicating their desired work schedule, or
   c) By submitting a list of desired work schedules ranked in preference order.

5) Each PSD shall be given twenty-four (24) hours following the end of their next scheduled working day, regardless of attendance, to place a bid. If the PSD fails to make a bid during that time the ERC Manager shall attempt to contact the PSD by phone, text, and email, to determine what shift and rotation the PSD will select for each work period. If the PSD refuses to make a proper bid when contacted, or does not provide a response within twenty-four (24) hours of the final contact attempt, that PSD will be skipped and the bid process will continue to the next PSD.

6) At the conclusion of the bidding process, the ERC Manager shall assign any PSD who has not placed a proper bid to an available shift and rotations slot of the ERC Manager's choosing. A slot is "available" if it was posted in accordance with this article but not selected by a PSD.

7) The Town shall retain all records, including but not limited to ranked preference lists, postings, and bids, for a period of at least one (1) year from the conclusion of the bidding period.

8) Should a vacancy occur outside of the bid period, the vacant shift and slot will be open to PSDs by seniority, with supervisor approval.

9) New hires, once training is complete, shall fill the open shift and slot until the next bid period.

10) PSDs who are able to, may exercise an option to exchange their days off on a weekly basis (Sunday – Saturday), however they must seek and obtain the approval from the shift supervisor. Approval of the exchange shall be granted unless staffing falls below minimum staffing requirements at the time of the exchange request. Furthermore, exchanges cannot include more than two (2) weekend days off (Friday or Saturday) per calendar month. PSDs who elect to exchange their days off cannot benefit from the exchange with regard to the rules of equitable distribution of overtime. PSDs on their exchanged days off will be placed at the bottom of the hire call list.

11.14: Training. For each shift or portion thereof that a member is asked to perform the duties of training a new hire, the employee shall receive one and one-half hours (1.5) at their regular rate of pay (in addition to their regular pay).

ARTICLE XII – Existing Rules and Practices

12.1: The Town agrees to provide bulletin boards at the various buildings in Town where employees of this Unit work and to permit the Union to utilize them for posting of notices concerning Union business and activities. Permission is also granted to utilize the internal mail system to send notices and communication addressed to various members. Upon agreement by the Police Chief or Assistant Chiefs, the bargaining unit shall have access to a conference room in which they may hold Union meetings in private.

12.2: The Town shall also utilize the boards for posting any matter generally related to wages, hours, or conditions of employment; and supervisors shall be instructed to post such matter.

12.3: Except as specifically abridged, modified by or in conflict with express provisions of this agreement, Chapter XIII, Consolidated of Codified Ordinances of the Town of West Hartford, entitled "Personnel Rules," shall continue in effect as amended from time to time.

12.4: No rule, regulation, or work practice approved by the Division Managers and Department Heads shall be changed or adopted during the term of this Agreement without prior consultation with the Union concerning the content of such proposed change or adoption. In the event disagreements are not resolved by such consultation, and such change or adoption takes place, the rule, regulation or work practice in question may be challenged through the grievance procedure with regard to whether or not it is a reasonable one.

12.5: If any Article or Section of this contract is declared invalid by a competent court or by any State Labor Department ruling, for any reason, such declaration of invalidity shall not affect the other articles or sections or portions thereof which shall be held valid and in continued force.

12.6:

(a) Any employee who believes their position is not properly classified, may request the Director of Human Resources to review such position. After receipt of the job analysis questionnaire, the Director of Human Resources or their designated representative shall conduct a study of the individual's position and shall render their decision in writing to the employee, Union and the Department Head within 120 days of receipt of the job analysis questionnaire. If the employee is not satisfied with the decision of the Director of Human Resources, the employee may submit an appeal to the Personnel Board within ten (10) days thereafter. Said Board shall hear and act on such dispute in accordance with its rules of procedure and render a decision within sixty (60) days of the date of the receipt of such appeal which shall be final and binding on all parties unless a request for arbitration is made by the Union or the Town within ten (10) calendar days of the receipt of the Board's decision.

The appealing party shall file notice of appeal with the American Arbitration Association, with all costs borne equally by the Town and the Union. The AAA shall act on such request in accordance with its rules and regulations. The decision of the arbitrator shall be final and binding on both parties.

(b) The Time limits specified above may be extended by written agreement of the parties.

(c) If an employee's position is reallocated to a higher class, such employee's merit increment date will remain unchanged. Such action will be treated as a promotion for the purpose of determining the pay rate of the employee involved. If an employee's position is reallocated to an lower class, such action shall be treated as a demotion for purposes of determining the pay rate of the employee involved, provided that if

the maximum rate of pay for the employee's new class is lower than the employee's existing rate of pay, such employee shall continue to receive their existing rate as long as they remain in such position, until such time as the maximum rate for the employee's new class equals or exceeds the employee's existing rate.

(d) This section shall not apply to cases where there is more than one employee or position occupying the classification in question, unless the claim is that a single employee's work is sufficiently distinct from that of other employees who justify reallocation of their position to a new or different classification. Claims affecting more than a single employee or position shall be reserved to general contract negotiations or wage reopeners.

12.7: The Town agrees to reproduce sufficient copies of this contract and to provide a copy to the Union offices and to each Department Head and Division Manager and other administrators, by whatever title, whose functions are substantially managerial.

12.8: The Town shall furnish the Union announcements of promotional position vacancies. In addition, the Town shall inform the Union of any new hires or terminations among full-time or part-time permanent employees in the bargaining unit.

12.9: Mileage reimbursement for employees who use their private automobiles for business purposes shall be in accordance with Town policy as established by the Town Manager.

12.10:

(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 the employee's personnel record including such actions as are signed by management, without the employee's own signature.

12.11: The Town shall promptly furnish the Union with copies of all duly authorized new and revised specifications concerning classifications within the bargaining unit.

12.12: When death occurs in an employee's immediate family, funeral leave with pay shall be granted in accordance with the following schedule:

- 5 days leave for employee's mother, father, spouse, child, sister, brother, domestic partner;
- 5 days leave for spouse's mother, father, children;
- 3 days leave for employee's grandparent, grandchild; or any other relative whether by birth or marriage actually domiciled within the household of the employee or to whose support the employee contributed a majority share.
- 3 days leave for spouse's sister, brother, grandparent, grandchild;
- 1 days' leave for employee's aunt, uncle

Exceptions to this provision will be referred to the Director of Human Resources. Documentation of need and priority may be required at the discretion of the Director. Domestic Partner is not considered as the spouse for the purposes of this provision.

12.13: Employees shall be granted leave with pay for the following reasons and subject to the following restrictions: (1) Jury duty. (2) Any other required appearance before a court or public body except where

the employee is a litigant. (3) Participation in short term military training in Federal Reserve or National Guard, in short term military training in Federal Reserve or National Guard, not to exceed two weeks in any calendar year. (4) Participation in conferences or official meetings which enhance the employee's value to the Town and approved by the appointing authority. (5) Participation in education or training courses which enhance the employee's value to the Town and approved by the appointing authority. In case the employee receives any pay or remuneration, such as a fee for jury duty or military pay, or a scholarship or fellowship, their Town salary shall be reduced by the amount for the duration of the leave.

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

12.15: Employees may be granted other leave without pay at the discretion of the Director 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.

12.16: Both parties agree to continue their policies of not discriminating against any employee on the basis of race, creed, color, national origin, religion, age, sex, marital status or physical disability, or membership or lawfully protected activities in behalf of the Union.

12.17:

(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 17(a) shall be calculated so that the net take-home amount the employee receives while on workers' compensation shall not be more than they would have otherwise received if they were not on workers' compensation.

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

12.18: 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.

12.19:

(a) The Town shall make every reasonable effort to make repairs or to adjust unsafe or unhealthy working conditions as soon as possible after such conditions are reported.

(b) Employees shall perform their duties in a safe manner and shall comply with the Town's safety rules and accident prevention measures. Unsafe conditions shall be reported to the Town promptly.

(c) Complaints regarding safety concerns shall be handled internally through the contractual grievance procedure, but individual employees may not appeal such grievances to Step 3 or Step 4 of the grievance procedure except through the Union as their representative.

(d) The Town and Union will participate in a Town-wide Health & Safety Committee to discuss safety concerns.

12.20: In the event that an employee who is assigned to work on a VDT becomes pregnant, the Town shall upon her request give fair consideration to temporary transfer or reassignment of the employee or her work in order to minimize or eliminate VDT exposure. Factors to be considered include the wishes of the employee, the disruption of the operation, the frequency and duration of VDT exposure, and available medical opinions.

12.21: The Town shall provide an employee 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 Director of Human Resources shall 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.

12.22: Any employee may request a leave of absence without pay, which may be granted or denied by the Department Head after consultation with the Director of Human Resources. If such leave is granted, the employee and dependents shall remain enrolled in the Town's medical insurance plans, with the Town paying the cost of coverage for the month in which the leave commences plus one (1) additional month (six months in the case of leave without pay for medical reasons, as verified by a physician's certification), and the employee paying the cost of such coverage thereafter. The employee shall not accrue vacation leave, sick leave, pension credits or other benefits during a leave without pay, but upon the employee's return, such benefits will be reinstated at the same level they existed when the leave began. If the employee allows the coverage to lapse, the Town will assure that upon return to active employment, the coverage will resume immediately without a waiting period. The employee shall not accrue vacation or sick leave for any calendar month during which the employee is not actively employed for at least half the scheduled number of working days. Employees shall not be paid for holidays or other paid leave while on leave without pay. Administration of other benefits shall be in accordance with applicable provisions of the Personnel Rules and the Pension Plan.

12.23: Prior to any formal decision by the Town to regionalize the Emergency Reporting Center, unless state or federally mandated, the Town will agree to discuss the merits of such regionalization with the bargaining unit members. The Town agrees to discuss any impact bargaining required by MERA due to regionalizing ERC well prior to the implementation of such regionalization.

12.24: One bargaining unit member (PSD) shall be designated to train any new employee assigned to a squad. In recognition of an employee's performance as trainer in addition to their regular duties, the employee shall receive compensation in accordance with 11.12 of this agreement, which may be taken in the form of compensatory time off if the employee so chooses. If the training period for any new employee exceeds three (3) months, the employee's six (6) month probationary period shall be extended by the same amount of time as the duration of such additional training.

12.25: The Town will provide periodic programs of job-related training for Public Safety Dispatchers which will include:

- Mandatory certification and recertification in First Aid/CPR every year.
- Emergency Medical Dispatch certification and recertification every three years.
- COLLECT certification. After certification, Public Safety Dispatchers will have access to the COLLECT certification system.

12.26: In any case where a PSD has only 8 hours off between shifts, and travel is prohibited by extreme weather conditions or other natural disaster, the Town shall provide meals and make reasonable efforts to find lodging for employees who are unable to make such arrangements for themselves. Payment for such lodging may be made by the Town at the discretion of the Police Chief or his designee.

12.27: The Town shall provide a reasonable number of uniforms for PSDs, and shall replace damaged or worn out uniforms as necessary. Each Public Safety Dispatcher may select either a male or female uniform.

12.28: Public Safety Dispatchers will be allowed an unlimited number of shift switches with supervisor's approval.

12.29: Effective November 14, 1994, Public Safety Dispatchers may choose to continue the practice of gratuitous exchange of time. The gratuitous exchange of up to four (4) hours will continue to be a personal and voluntary agreement initiated solely between members. Any gratuitous exchange of time proposals must be submitted to the appropriate supervisor(s) who shall not be required to grant.

ARTICLE XIII – Union Business Leave

13.1: Wages are payable to not more than one (1) employee for the time spent in negotiations during normal working hours, but not after such hours. Wages shall not be payable to more than one employee in any one department at any one time.

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

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

(b) Not more than an aggregate total of ten (10) days of leave from scheduled duty shall be granted annually with pay under this Section. Leave without pay aggregating an additional fifteen (15) days may be granted 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 deny leave to any more than two (2) employees who would otherwise be on scheduled duty during any part of the proposed period of leave.

(d) The Department Head, within three (3) calendar days after submission of a request for leave under this Section, shall grant or deny the request in writing to the Union. In granting any such request, the Department Head may require that the employee, upon return to duty, 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 the employee's capacity as a representative of the Union, as distinguished from the employee's 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.

ARTICLE XIV – Seniority and Layoffs

14.1: Seniority shall be defined as an employee's length of service in the bargaining unit since their most recent date of hire. Probationary employees shall have no seniority during the period of their probations, but at the expiration of such period they shall immediately accrue seniority from their date of hire. The normal probationary period for all employees in the bargaining unit shall be one (1) year. However, the normal probationary period may be extended by the Department Head for a period not to exceed an additional six (6) months.

14.2: In the event of layoffs within a particular classification, employees in that classification shall be laid off in reverse order of seniority. In lieu of layoff, an affected employee may elect to displace any less senior employee in the bargaining unit provided the employee is qualified. Such replaced employee may exercise the same right. For the purposes of this Section only, Union stewards, not to exceed four (4), shall be treated as the most senior employees in their classification or in any classification into which they are placed as a result of this Section.

14.3: Employees on layoff shall retain recall rights for a period equal to their length of continuous service, up to a maximum of two (2) years from the date of layoff. Recall shall be in order of seniority. An employee who is recalled shall be so notified by certified mail, return receipt requested, and shall be expected to report for duty not more than five (5) days after receipt of such notification. Time limit may be waived by agreement of the parties for good cause. Employees recalled to any 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 shall have recall rights to any classification to which they had displacement rights under Section 2, as well as to their former classification.

Employees who accept recall to a lower classification shall retain recall rights to their former classification for the balance of their recall period.

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

14.5: Every permanent full-time classified or unclassified employee in the bargaining unit whose services are terminated as a result of the elimination of the employee's 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 as described below:

LENGTH OF SERVICE	NUMBER OF BASIC WORK WEEKS OF PAY
3 to 5 years inclusive	2
Over 5 to 10 years inclusive	3
Over 10 to 20 years inclusive	4
Over 20 years or more	5

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 work week and excludes overtime earnings.

14.6: Except as otherwise specifically set forth in this Article, the term "layoff" means involuntary separation from employment because of lack of work, lack of funds, elimination of position, or other legitimate reasons. The term "layoff" shall not include demotion, nor cases where an employee is promoted but does not successfully complete the probationary period for the classification. Such an employee shall be returned to a position in their former classification, if at any time during the probationary period the Town determines they are not qualified for the new classification.

14.7: The present ordinance on personnel rules shall apply except as modified by this contract. Ordinance Paragraph 13.3.25(d) (2) ("Emergency Appointments") shall be changed so that appointments shall automatically end in thirty (30) days, except that if the emergency continues, the appointment may be extended to a total of 120 days; and furthermore, no individual may be given more than a total of two 120-day appointments to the same position in any fiscal year.

14.8: The Town shall maintain a current list of employees in the bargaining unit. The Town agrees to furnish the Union with the current list of employees, their classification, date they obtained regular status, and their pay rates. This list to be furnished at least twice a year; once between December 1st and December 29th of each year; and once between July 15th and July 30th of each year. The Town will also furnish the union with a list of regular part-timers in the bargaining unit.

ARTICLE XV - Miscellaneous

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

a. Agreement of 11/18/86 regarding retiree health insurance benefits for individuals hired prior to July 1, 1986.

b. Agreements of 11/18/86 relating to Pension Plan.

c. Agreement of 11/18/86 regarding Health Care Cost Containment

d. Agreement of 2/16/95 regarding Flexible Work Schedule Policy

e. MOU regarding overtime procedures.

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 set their hands on this 25th day of September, 2024.

TOWN OF WEST HARTFORD

By_____
Town Manager

Witness Josephine Agnello-Velay

Witness Veraida Reinheimer

CSEA Local 2001, SEIU

By Diana Reese, CSEA 8th Vice Pres

Witness ERIC REESE

Witness Claudia Tata

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 Clerical 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 retiree 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 VIII Section 8 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 resident
Date 11/18/86	Date 11/18/86

COVERED EMPLOYEES

Note: See file for other signing 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.

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 Feldman Town Manager	BY /s/ Harold Alpert President
Witness	Witness

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 toll free 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 or she 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

This 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 in 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 requires.

There will be a specified list of elective surgical procedures which will be the only procedures 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 Serv.(non-emergency)

There will be a specified list of surgical procedures which will be paid 100% of reasonable and customary only if done on the 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 an 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 Feldman Town Manager	BY /s/ Harold Alpert President
/s/ Stephen Novak Witness	/s/ Mickey Busca Witness
_____ Witness	_____ Witness

APPENDIX D

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE TOWN OF WEST HARTFORD
AND
CSEA Local 2001, SEIU (Public Safety Dispatcher Unit)

In conjunction with negotiations leading to the 2013 – 2017 collective bargaining agreement between the parties, the Town of West Hartford and CSEA Local 2001, SEIU, Public Safety Dispatcher Unit, have agreed to incorporate the attached policy schedule in compliance with the federal 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 _____, 2018.

For the Town of West Hartford	For the Union
_____	_____
Rick Ledwith Executive Director of Human Resources	CSEA Local 2001, SEIU Staff Representative
_____	_____
Witness	Witness

APPENDIX E

TOWN OF WEST HARTFORD
FLEXIBLE WORK SCHEDULE POLICY

POLICY STATEMENT:

It is the policy of the Town of West Hartford to allow alternative work schedule arrangements in order to accommodate employee lifestyles. The intent of this policy is to recognize employees' needs for flexible scheduling of work hours while maintaining the Town's commitment to providing responsive and professional services to its customers.

Each full-time employee of the Town of West Hartford may request a flexible work schedule in accordance with this policy. The Department Director may approve or deny such requests, subject to the conditions set forth below, as well as applicable union contracts and the Personnel Rules.

GUIDELINES:

A. Standard Workweek

1. The standard workweek for an employee shall consist of five (5) workdays in a calendar week. Hours worked per day shall be determined by the appropriate union contract or the Personnel Rules.

2. Any proposal for flextime does not have to preserve the employees' standard workweek. Compressed work schedules, i.e., workweeks of less than five (5) days, shall be allowed.

B. Conditions of Flexible Scheduling

1. Any proposal for a flextime arrangement will take effect only with the prior approval of the Department Director. The following factors will be considered when reviewing flextime requests:

    a. Scheduling, coordinating, and providing needed services to customers or other parts of the organization shall be the overriding concern when determining alternative schedules.
    b. Requests should pose no inconvenience to the general public.
    c. Adequate staff coverage sufficient to meet the operating requirements of the department shall be maintained at all times.
    d. The schedule must not diminish the capacity of the department to maintain internal working relationships among employees.
    e. The employee's personal reasons for requesting flextime shall not be a factor in determining approval or denial.

f. The performance history of the employee shall be considered when recent performance issues indicate direct supervision is necessary.

2. Requests for flextime shall not be approved if their implementation would increase overtime requirements or have any other cost impact.

3. Employees may propose to reduce their lunch period, from an hour to a half-hour as part of their flextime request. Lunch periods may not be eliminated.

C. Procedure for Requesting a Flextime Schedule

1. A proposal for flextime shall be made by submitting an "Employee Flextime Schedule Request" to the employee's immediate supervisor for review.

2. All requests for flextime shall be reviewed by the immediate supervisor who will recommend approval or denial of the request to the Department Director. The Department Director maintains final authority to approve or deny flextime requests.

3. If there is a conflict among employee requests within a department, the Department Director shall make the final determination.

D. Modifying Existing Flextime Schedules

1. Flextime requests, once approved, will constitute fixed schedules for the fiscal year and will end at that time unless specifically authorized. In situations where a flexible work schedule has been approved and there is a conflict in requests, approval may be rotated at the end of a fiscal year to other interested employee(s) who have not yet been granted a flexible work schedule. Subsequent conflicts may be resolved based upon seniority. In all cases, such rotations and approvals are contingent upon continuing approval of a flextime schedule.

2. Requests for changes to existing flextime arrangements should be made as soon as the employee is aware of the need. Requests under this paragraph must be submitted by the employee as soon as reasonably possible prior to the effective date of the proposed change.

3. If business necessity warrants, the department may also change existing flextime arrangements after giving at least 30-days' notice to affected employees.

4. In either case, flextime arrangements may be temporarily changed in the event of an emergency.

APPENDIX F

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

The Town of West Hartford and CSEA, Local 2001, SEIU, Public Safety Dispatcher 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, and SEIU, Local 2001, CSEA, Public Safety Dispatcher 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
Rick Ledwith Executive Director of Human Resources	CSEA Local 2001, SEIU Staff Representative
Date	Date
Witness	Witness
Witness	Witness

APPENDIX G

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE TOWN OF WEST HARTFORD & SEIU, Local 2001, CSEA (Public Safety Dispatcher Unit)

The Town of West Hartford and SEIU, Local 2001, CSEA have met to discuss changes in the Town Pension Plan that are reflected in Article VIII, Section 11 (I) 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
5/9/2008
Date

FOR THE UNION:

/s/ George Gould
George Gould
Staff Representative
5-9-08
Date

APPENDIX H

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
TOWN OF WEST HARTFORD
AND
CSEA Local 2001, SEIU Public Safety Dispatcher Unit

The Town of West Hartford and CSEA Local 2001, SEIU, Public Safety Dispatcher Unit, have met to discuss and clarify the Retiree Health and Prescription Benefit Program for employees hired after July 1, 2007 but prior to December 16, 2016.

The Town and the Union agree to the following:

- Effective July 1, 2007, a normal unreduced Pension is defined solely as 25 years of service for employees hired after July 1, 2007. (Article IX, Section 9.11 (J)).

- Employees hired after July 1, 2007 and prior to December 16, 2016, and who actually retire with a normal unreduced Pension with at least 25 years of service, shall be eligible for a Retiree Health and Prescription Benefit Program as follows:

    - Employees not yet age 55 shall pay seventeen and one-half percent (17.5%) 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.

    - Employees age 55 and above shall pay fifteen percent (15%) of the fully insured rate for the individual or dependent coverage desired, for continued coverage of the health program that they enjoyed immediately prior to retirement. Payment shall be made to the Town until the retiree reaches Medicare eligibility.

- The intent of this agreement is to provide the affected employees with a Retiree Health and Prescription Benefit consistent with Article IX, Section 9.3 (F) and (G).

For the Town of West Hartford	For the Union
Rick Ledwith Executive Director of Human Resources	Staff Representative CSEA Local 2001, SEIU
Date	Date
Witness	Witness
Witness	Witness

Public Safety Dispatchers (Part B-1)
Eligibility for Pension Benefits
By Date of Hire

Date of Hire	Eligibility for Normal (Unreduced) Pension	Eligibility for Early (Reduced) Pension
Prior to July 1, 2007	Age 55 with 25 years of service; Age 60 with 10 years of service; 20 years of service; Age 70	Age 45 with 15 years of service; Age 50 with 10 years of service
On or After July 1, 2007	25 years of service	Age 45 with 15 years of service; Age 50 with 10 years of service; 20 years of service

Public Safety Dispatchers (Part B-1)
Eligibility for Retiree Health Benefits
By Date of Hire

Date of Hire	Eligibility for Retirement Benefits	Retiree Contribution Toward Retiree Health Benefits
Prior to July 1, 1986	Available for Early (Reduced) or Normal (Unreduced) Retirement Benefit	0%
On or After July 1, 1986, but Prior to January 1, 1999	Normal Retirement at Age 55 with 25 Years of Service	7%, until Medicare eligibility
	Normal Retirement at Age 60 with 10 Years of Service	30%, until Medicare eligibility
On or After January 1, 1999, but Prior to July 1, 2007	Normal Retirement at 20 Years of Service	20% for continued coverage
	Eligibility with 20 Years of Service, with at least 25 years of service, but not yet age 55	17.5%, until Medicare eligibility
	Normal Retirement at Age 55 with 25 Years of Service	15%, until Medicare eligibility
	Normal Retirement at Age 60 with 10 Years of Service	30%, until Medicare eligibility
On or After July 1, 2007, but Prior to December 16, 2016	Normal Retirement at 25 Years of Service, but not yet age 55	17.5%, until Medicare eligibility

	Normal Retirement at Age 55 with 25 Years of Service	15%, until Medicare eligibility
On or After December 16, 2016	Normal Retirement at 25 Years of Service	50% for continued coverage. Plan remains the same as active employees



A Great Opportunity for Very Valuable Healthcare Coverage

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

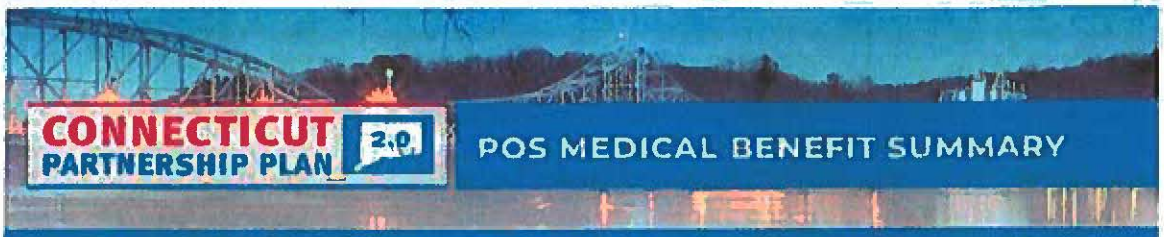
The CT Partnership Plan is the same Expanded Access plan currently offered to State of Connecticut employees. **You get the same great healthcare benefits that state employees get, including $15 in-network office visits (average actual cost in CT: $150*), free preventive care, and $5 or $10 generic drug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

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

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

*Source: Healthcare Bluebook healthcarebluebook.com

https://osc.ct.gov/ctpartner



CONNECTICUT PARTNERSHIP PLAN 2.0

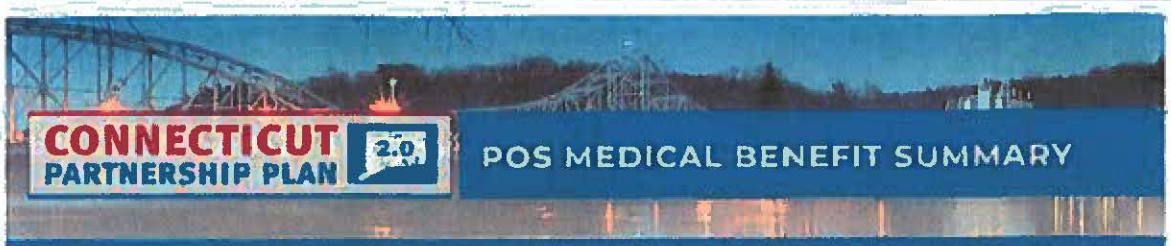
POS MEDICAL BENEFIT SUMMARY

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

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

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

(continued on next page)



POS MEDICAL BENEFIT SUMMARY

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

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

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

3



CONNECTICUT PARTNERSHIP PLAN 2.0

Using Your Benefits

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 **oec.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 yo u prevent diabetes by focusing on lifestyle changes.

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



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

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

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

Preferred and Non-Preferred Brand-Name Drugs

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

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

If You Choose a Brand Name When a Generic Is Available

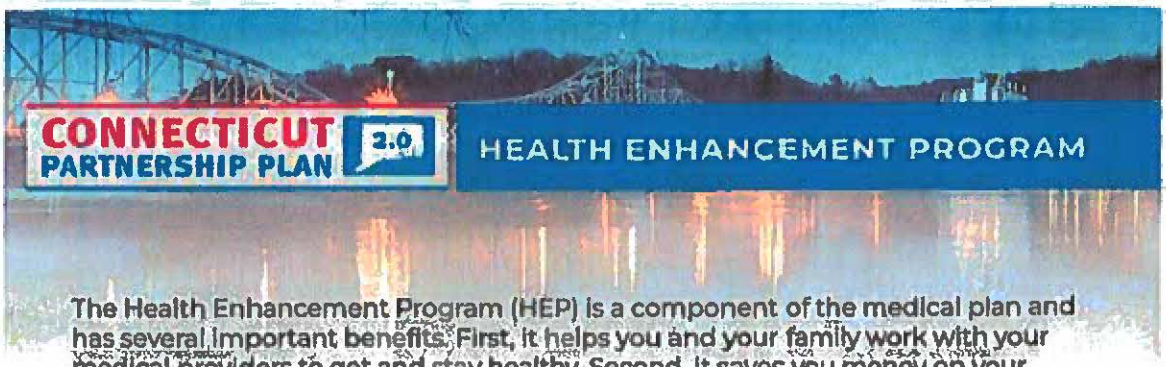
Prescriptions will be automatically filled with a generic drug if one is available, unless your doctor completes Caremark's Coverage Exception Request form and it is approved. (It is not enough for your doctor to note "dispense as written" on your prescription; a separate form is required.) If you request a brand-name drug over a generic alternative without obtaining a coverage exception, you will pay the generic drug co-pay PLUS the difference in cost between the brand and generic drug.

Mandatory 90-day Supply for Maintenance Medications

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

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

5



CONNECTICUT PARTNERSHIP PLAN 2.0

HEALTH ENHANCEMENT PROGRAM

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

Health Enhancement Program Requirements

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

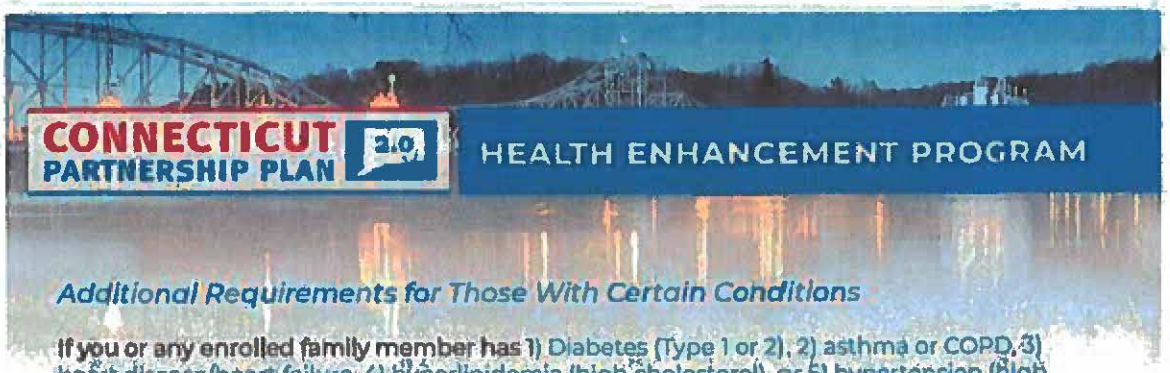
PREVENTIVE SCREENINGS	AGE						
	0-5	6-17	18-24	25-29	30-39	40-49	50+
Preventive Visit	1 per year	1 every other year	Every 3 years	Every 3 years	Every 3 years	Every 2 years	Every year
Vision Exam	N/A	N/A	Every 7 years	Every 7 years	Every 7 years	Every 4 years	50-64: Every 3 years 65+: Every 2 years
Dental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

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

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

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

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



Additional Requirements for Those With Certain Conditions

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

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

If You Do Not Comply with the requirements of HEP

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

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

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

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



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

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

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

Prescription drug benefits

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

Dental and Vision Rider benefits

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

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

Attachment B
Town of West Hartford, CT.

UnitedHealthcare®

Vision Benefit Summary

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

UnitedHealthcare Vision has been trusted for more than 60 years to deliver affordable, innovative vision care solutions to the nation's leading employers through experienced, customer-focused people and the nation's most accessible, diversified vision care network.

In-network, covered in-full benefits (up to the plan allowance and after applicable copay) include a comprehensive exam, eye glasses with standard single vision, lined bifocal, lined trifocal, or lenticular lenses, standard scratch-resistant coating[1] and the frame, or contact lenses in lieu of eyeglasses.

Benefit Frequency	
Comprehensive Exam(s)	Once every 12 months
Spectacle Lenses	Once every 12 months
Frames	Once every 12 months
Contact Lenses in Lieu of Eyeglasses	Once every 12 months
In-Network Services	
Copays	
Exam(s)	$0.00
Materials	$0.00
Frame Benefit (for frames that exceed the allowance, and additional 30% discount may be applied to the coverage)[2]	
Private Practice Provider	$50.00 retail frame allowance
Retail Chain Provider	$130.00 retail frame allowance
Lens Options	
Standard Scratch Resistant Coating - covered in full. Other optional lens upgrades may be offered at a discount (discount varies by provider).	
Contact Lens Benefit[3]	
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 lenses[4]	Covered in full after copay (if applicable).
Out-of-Network Reimbursements (Copays do not apply)	
Exam(s)	Up to $50.00
Frames	Up to $50.00
Single Vision Lenses	Up to $40.00
Lined Bifocal Lenses	Up to $60.00
Lined Trifocal Lenses	Up to $80.00
Lenticular Lenses	Up to $80.00
Elective Contacts in Lieu of Eye Glasses[3]	Up to $105.00
Necessary Contacts in Lieu of Eye Glasses[4]	Up to $210.00
Discounts	
Laser Vision - UnitedHealthcare Vision has partnered with the Laser Vision Network of America (LVNA) to provide our members with access to discounted laser vision correction providers. Members receive 15% off usual and customary pricing or 5% off promotional pricing at more than 550 network provider locations and even greater discounts through set pricing at LasikPlus locations. For more information, call 1-888-563-4497 or visit us at www.uhclasik.com.	
Additional Material - At a participating network provider you will receive up to a 20% discount on an additional pair of eyeglasses or contact lenses. This program is available after your vision benefits have been exhausted. Please note that this discount shall not be considered insurance, and that UnitedHealthcare shall neither pay nor reimburse the provider or member for any funds owed or spent. Additional materials do not have to be purchased at the time of initial material purchase.	
Hearing Aids – As a UnitedHealthcare Vision plan member, you can save on high-quality hearing aids when you buy them from hi HealthInnovations™. To find out more go to hiHealthInnovations.com. When placing your order use promo code myVision to get the special price discount.	

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

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

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

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

Important to Remember

NETWORK

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

CHOICE AND ACCESS OF VISION CARE PROVIDERS

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

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

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

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

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

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

Customer Service is available toll-free at 1-800-638-3120 from 8:00 a.m. to 11:40 p.m. Eastern Time Monday-Friday and 8:00 a.m. to 6:30 p.m. Eastern Time on Saturday.

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

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

UnitedHealthcare vision coverage provided by or through United Healthcare 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.08.TX or VPOL.13.TX and associated COC form number VCOC.INT.08.TX or VCOC.CER.13.TX. Plans sold in Virginia use policy form number VPOL.08.VA or VPOL.13.VA and associated COC form number VCOC.INT.08.VA or VCOC.CER.13.VA.

DELTA DENTAL

Attachment C

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

	If a Delta Dental PPO™ Network Dentist is Used	If a Delta Dental Premier® or Non-Network Dentist is Used
Calendar Year Deductible		
• Per Person	$50	$50
• Family Aggregate Maximum	$150	$150
	Plan Pays:	**Plan Pays:**
Preventive & Diagnostic (No Deductible) • 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)	100%	100%
Remaining Basic (After Deductible) • Fillings, Extractions, Root Canals (Endodontics) • Periodontal, Oral Surgery • Repair of Dentures & Removable Prosthodontics	100%	100%
Crowns & Prosthodontics (After Deductible) • Crowns, Gold Restorations • Bridgework, Full & Partial Dentures • TMJ	50%	50%
Calendar Year Maximum (Per Person)	$2,000	$2,000
Orthodontia (Dependent Children Only)		
• Coinsurance	50%	50%
• Lifetime Maximum	$2,000	$2,000

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

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

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

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

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

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

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

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

2022