

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

2013 - 2017

Supervisory Unit



Table of Contents

APPLICATION OF AGREEMENT	3
ARTICLE I - RECOGNITION	3
ARTICLE II - UNION SECURITY	3
ARTICLE III - MANAGEMENT RIGHTS	4
ARTICLE IV – DISCIPLINARY ACTION	5
ARTICLE V – GRIEVANCE PROCEDURE	5
ARTICLE VI - HOURS OF WORK	7
ARTICLE VII - HOLIDAYS	8
ARTICLE VIII - VACATIONS	9
ARTICLE IX - SICK LEAVE	10
ARTICLE X - SENIORITY, JOB SECURITY, AND LAYOFF	12
ARTICLE XI - WAGES	14
ARTICLE XII - INSURANCE AND PENSION	17
12.1 - Health Insurance	17
12.2 - Prescription Drug Program	19
12.3 - Retiree Health and Prescription Drug Plan	19
12.4 - Health Benefits with Disability Retirement	22
12.5 - Cost Containment	22
12.6 - Life Insurance	23
12.7 – Long-term Disability	23
12.8 - Vision Care	23
12.9 - Dental Insurance	24
12.10 - Carriers	24
12.11 - Pension	24
ARTICLE XIII - LEAVE PROVISIONS	30
ARTICLE XIV - MISCELLANEOUS	32
ARTICLE XV -SAVINGS CLAUSE	34
ARTICLE XVI - DURATION	35

APPLICATION OF AGREEMENT

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

ARTICLE I - RECOGNITION

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

ARTICLE II - UNION SECURITY

- 2.1 The Town agrees that, upon written authorization of any employee in the bargaining unit, it will make a monthly deduction from the wages of such employees of an amount authorized by the employee for the purpose of paying union dues or initiation fees. Such deduction shall be discontinued only in the event of termination of the employee's services or upon his written request. All such requests shall be on forms provided by the Town, and shall be submitted at least 30 calendar days before they are to become effective. No refund will be made to any employee in the event of his failure to comply with this provision. All deductions under this section will be made from the wages payable on the first regular payroll of each month.
- 2.2 All members of the bargaining unit shall, as a condition of continued employment, either become and remain a member of the Union or pay to the Union a service fee equivalent to the amount of union dues, such requirement to become effective thirty (30) days after ratification of this agreement by both parties, or thirty (30) days after the employee's date of hire in the bargaining unit, whichever occurs later. The

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

- 2.3 The total amount deducted each month, in accordance with the provisions of Article II, will be remitted by the Town, together with a list of the employees from whose wages such deductions have been made, to such individual and at such address as shall be specified by the Secretary of the Union. Such remittance shall be made by the last day of the month in which the deductions are made.
- 2.4 The obligation of the Town for funds actually deducted under this Article terminates upon the delivery of the deductions so made to the person authorized to receive such amounts from the Town. Neither any employee nor the Union shall have any claim against the Town for errors in the processing of deductions unless a claim of error is made in writing to the Finance Director within ninety (90) calendar days after the date such deductions were or should have been made.
- 2.5 The Union agrees that it will not call, authorize, instigate, sanction or condone any strike, slowdown, work stoppage, or any action against the Town by bargaining unit employees who are on duty. The Town agrees that it will not lock out any employees.

ARTICLE III - MANAGEMENT RIGHTS

- 3.1 Except where such rights, powers and authority are specifically relinquished, abridged or limited by the provisions of this Agreement, the Town has and will continue to retain, whether exercised or not, all the rights, powers and authority heretofore had by it and, except where such rights, powers and authority are specifically relinquished, abridged or limited by the provisions of this Agreement, it shall have the sole and unquestioned right, responsibility and prerogative or management of the affairs of the Town and direction of the working forces, including, but not limited to the following:
 - a. To determine the care, maintenance and operation of equipment and property used for and in behalf of the purposes of the Town.
 - b. To establish or continue policies, practices and procedures for the conduct of Town business and, from time to time, to change or abolish such policies, practices, or procedures.
 - c. To discontinue processes or operations or to discontinue their performance by employees.

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

e. To employ, transfer, promote or demote employees, or to lay off, terminate or otherwise relieve employees from duty for lack of work or other legitimate reasons when shall be in the best interests of the Town or the Department.

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

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

h. To establish contract or sub-contract for municipal operations, provided that this right shall not be used for the purpose or intention of undermining the Union or of discriminating against its members. All work customarily performed by the employees of the bargaining unit shall be continued to be so performed unless in the sole judgment of the Town it can be done more economically or expeditiously otherwise.

i. To create job specifications and revise existing job specifications, subject to the Union's right to challenge the accuracy of the new or revised job specification, or the propriety of the assigned wage rate, through the grievance procedure.

ARTICLE IV – DISCIPLINARY ACTION

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

ARTICLE V – GRIEVANCE PROCEDURE

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

- 5.2 Adjustment of all grievances shall be sought as follows, except that grievances over a disciplinary action may, at the discretion of the Union, be started at Step 3 of this Section 5.2.

Step 1: The aggrieved shall first submit his grievance in writing to the Department Head within ten (10) days after the occurrence giving rise to the grievance or after the employee knew or reasonably should have known of the occurrence giving rise to the grievance, setting forth the facts of the grievance, the Contract provisions in questions, and the remedy requested. In the case of grievances filed by the Union, the grievance shall include the names of the affected employees, if such information is available to the Union. Within seven (7) days after said Department Head receives such grievance, he or his designated representative shall arrange to and shall meet with representatives of the Union for the purpose of adjusting or resolving such grievance. The Department Head or their designated representative shall give the Union an answer to the grievance in writing no later than seven (7) days after hearing such grievance.

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

Step 3: If it is not satisfied with the answer of the Town Manager or his designated representative to the grievance, the Union, within ten (10) days after it receives such answer, or within ten (10) days after an employee is suspended, reduced or discharged, may submit such grievance in writing to the Personnel Board. Said Board shall hear and act on such dispute in accordance with its rules of procedure and render a decision within thirty (30) days of the hearing. Such hearing may be before an odd-numbered majority of the Board, unless a full Board is requested by the Union when the grievance is submitted, or by the Town within two (2) working days thereafter. If an even number of Board members is present, one shall be excused by lot or other mutually agreeable procedure. Either the Town or the Union may elect to waive Step 3 of the grievance procedure and proceed to Step 4 within ten (10) days after receipt of the Step 2 response.

Step 4: If either the Town or the Union is not satisfied with the decision of said Personnel Board on any grievance, either party may within ten (10) days after receipt of such decision, submit such grievance to arbitration. Arbitration shall be by the Connecticut State Board of Mediation and Arbitration, except in the case of grievances involving discharges, reductions in rank or compensation, and suspensions without pay, which may be submitted to the American Arbitration Association at the option of the Town. If the town elects to use the American

Arbitration Association, it shall bear the cost of the services of that Association. The decision of the Arbitrators shall be final and binding on both parties.

- 5.3 The time limits provided for in Section 5.2 of this Article may be extended by agreement of the parties. As used throughout this Article, the term "days" refers to calendar days, unless otherwise specified.
- 5.4 All grievances and answers thereto shall be set forth in writing.
- 5.5 The number of bargaining unit employees who may be released from duty with pay in order to present grievances, under Section 5.2 of this Article, shall not exceed two at any one time, unless the attendance of additional witnesses is required.
- 5.6 Nothing contained herein shall prevent any employee from presenting their own grievance and representing themselves in Steps 1 through 3 of these procedures.
- 5.7 The Union Business Agent may submit a written request for specific factual information, as related to a disciplinary action case, from the Department Head. The Department Head will make such requested data available to the Business Agent.
- 5.8 Failure at any step to appeal shall be considered acceptance of the decision rendered.

ARTICLE VI - HOURS OF WORK

- 6.1 The regular work week shall consist of eight (8) hours per day, five (5) days per week, for a total of forty (40) hours per week.
- 6.2 Managers shall be given compensatory time off upon authorization of their Department Director in cases where they are required to work substantially beyond what is reasonably associated with their position.
 - a. Approval of the Department Head is required prior to earning or using compensatory time. Prior approval for earning compensatory time may be broad general approval for specific types of work, or may be specific for each occasion depending upon the position and the type of work involved.
 - b. Compensatory time earned and used within the same biweekly pay period need not be reported outside of the department. Other compensatory time shall be reported on a Personnel Action Form both when it is earned and when it is used.
 - c. Compensatory time is to be taken on an hour-for-hour basis, but need not necessarily be taken in the same increment of time in which it is earned.

d. In no event will compensatory time be used as the basis for additional compensation, and not compensatory time will be paid or used upon separation from the Town service for any reason, regardless of when it is earned.

e. Employees may accrue and maintain a balance of up to sixty-four (64) hours of compensatory time at any time.

ARTICLE VII - HOLIDAYS

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

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Veterans' Day
Good Friday	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	

Lincoln's Birthday and Employee's Birthday (floating holidays)

As with the Employee's Birthday holiday, in lieu of the Lincoln's Birthday holiday, an employee may take a floating holiday with pay during the fiscal year at a time mutually agreed to between the employee and their supervisor.

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

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

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

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

ARTICLE VIII - VACATIONS

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

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

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

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

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

- 8.2 Earned but unused vacation leave shall not accrue to an employee's credit in excess of fifty (50) working days. Unused vacation in excess of the maximum accrual shall be forfeited if not used by the end of the fiscal year in which such excess accrual occurs.

- 8.3 Effective July 1, 2003, only upon separation from Town service for immediate retirement under the Town Pension Plan, unused vacation leave, up to the maximum allowable accrual, shall be paid in a lump sum payment and shall be deposited into a Special Pay Retirement Plan. This Special Pay Retirement Plan is subject to Section 401a of the Internal Revenue Code and, as such, is subject to its provisions.

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

- 8.4 An employee may cash in up to five (5) days of unused vacation leave each fiscal year. Such payment shall not count towards an employee's Average Final Compensation (Article XII, Section 12.11) regardless of date of hire for purposes of pension calculation and no pension contributions shall be taken on such payment.

ARTICLE IX - SICK LEAVE

9.1

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

b. Up to five (5) days of an employee's sick leave may be used in any fiscal year for an illness in the employee's immediate household, which shall include illness or incapacity of the employee's domestic partner that necessitates his absence from work. A doctor's certificate verifying the illness of the family member will be required when the employee is absent for three (3) consecutive workdays or more.

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

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

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

One year's sick leave accrual (i.e., 15 days) shall be posted to each employees' credit, up to the maximum of one hundred fifty (150) days, with the first full paycheck in

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

b. No provision of these rules is to be construed as preventing any Department Head with the concurrence of the Town Manager from withholding sick leave for just cause from any employee under his 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 Personnel Director, and the Town Manager. Consideration of such approval shall take into account personal hardship, the nature of the illness, the employee's service record and length of service, and needs of the Town service.

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

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

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

- 9.3 (i.) Upon separation from Town service for any reason except retirement under the Town pension plan, unused accrued sick leave shall revert to the Town. There shall be no sick leave buy-out for employees who separate from Town service and vest for purposes of their pension benefit or for employees hired after May 24, 2016 who retire from Town service.

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

(iii.) Employees hired on or after July 1, 2003, but prior to May 24, 2016, who retire under the Town pension plan immediately upon separation from Town service, shall be paid at his/her regular rate of pay for one-half (50%) of the sick leave accrued to his/her credit up to one hundred-fifty (150) working days' accrual (i.e., 75 working days' payment). Sick leave buyout pay will not be included in the calculation of his/her average final compensation for purposes of calculating pension benefits.

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

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

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

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

(v.) Any payments made to an employee under this Section 9.3 shall be paid in a lump sum payment and shall be deposited into a Special Pay Retirement Plan. This Special Pay Retirement Plan is subject to Section 401a of the Internal Revenue Code and, as such, is subject to its provisions.

ARTICLE X - SENIORITY, JOB SECURITY, AND LAYOFF

- 10.1 For all purposes other than layoff and recall, seniority shall be defined as an employee's length of continuous service since his most recent date of hire with the Town.
- 10.2 For layoff and recall purposes, seniority shall be defined as the total service the employee has served in any classification covered by this Agreement. Employees shall be laid off in reverse order of seniority within classification within the applicable Division. In lieu of layoff, affected employees may elect to displace less senior employees in any equivalent or lower classification in the same Division. The

term "Division" shall refer to the following units: Street and Sewer, Sanitation, Mechanical Maintenance, Facilities and Grounds.

- 10.3** Employees on layoff shall have recall rights for a period equal to their length of continuous service as a supervisor, up to a maximum of two (2) years from the date of layoff. Recall rights shall be applicable only to the division in which the layoff occurred. An employee who is recalled shall be so notified by certified mail, return receipt requested, and shall be expected to report for duty not more than five (5) days after receipt of such notification. Time limit may be waived by agreement of the parties for good cause. Employees recalled to their former classification shall return to the same status they held on the date of layoff in terms of Pay rate within classification, vacation and sick leave accumulation, if any seniority, and all other benefits (including pension, to the extent permitted by ordinance). However, no seniority, leave time, or other benefits shall accrue during the period of layoff. Employees recalled to the lower classification shall retain recall rights to their former classification for the balance of their recall period.
- 10.4** Seniority shall be broken only by the following events: discharge for cause; retirement; resignation; layoff for more than the applicable recall period; failure to report for duty within five (5) days after notification of recall (unless waived in accordance with preceding Section 10.3). Seniority accumulation shall be suspended (but not broken) during layoff or during long term leave of absence without pay (more than thirty (30) days).
- 10.5** Every permanent full-time classified or unclassified employee in the bargaining unit whose services are terminated as a result of the elimination of his position is entitled to any unused vacation leave accrual and in addition, severance pay. Such termination which is outside of the employee's control will not reflect any discredit on the service of the employee. The employee is eligible to receive severance pay at the rate of one weeks' pay, for each full year of continuous employment with the Town since their most recent date of hire, up to three (3) years, and one-half weeks' pay, for each full year of continuous employment with the Town since their most recent date of hire, thereafter. Pay shall be computed based on the employee's regular rate during the last full pay period of employment within the bargaining unit. Employees must have a minimum of three (3) calendar years of continuous Town service in order to be eligible for severance pay. A week's pay will be determined by the employee's basic workweek and excludes overtime earnings.
- 10.6** The Town will provide the Union annually with a seniority list containing names, classifications, pay scales, and dates of hire for all employees in the bargaining unit. Additionally, the Town will notify the Union of changes in said list as they occur. The Union agrees to reimburse the Town for the cost of photocopies and postage when billed by the Town.
- 10.7** Except as otherwise specifically set forth in this Article, the term "layoff" means involuntary separation from employment because of lack of work, lack of funds, elimination of position, or other legitimate reasons. The term "layoff" shall not

include demotion, no cases where an employee is promoted but does not successfully complete the probationary period for the new classification. Such an employee shall be returned to a position in his former classification, if at any time during the probationary period, the Town determines he is not qualified for the new classification.

10.8 For the duration of the 2013-2017 collective bargaining contract, the parties agree to the following:

A. As a result of the Employer contracting out to a private source or reassigning to the Board of Education any of this bargaining unit's present work or services, no bargaining unit employee shall be transferred, demoted, have his/her work week reduced below normal hours, be laid off, or suffer any loss in wage rate, as a result of this contracting out or reassigning to the Board of Education;

B. Not as an attempt to shift work out of the bargaining unit but rather to have others support this bargaining unit to finish a task in a given time, the parties agree that:

1. the employer may use supervisors and employees from other bargaining units to temporarily supplement and support the work of this bargaining unit provided the use of said supervisors or employees from other Town bargaining units does not result in the reduction in standard work hours, layoff, demotion, transfer, or loss of wage rate for members of this bargaining unit; and

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

ARTICLE XI - WAGES

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

Parking Operations Manager, Golf Course Superintendent, Traffic Safety Manager (Q1)				
Effective Date	% Increase	Min	65th %	Max
01/01/13		3,234	3,860	4,197
		84,084	100,360	109,122
07/01/13	2.00%	3,299	3,937	4,281
		85,774	102,362	111,306
07/01/14	2.00%	3,365	4,016	4,367
		87,490	104,416	113,542
07/01/15	2.25%	3,441	4,106	4,465
		89,466	106,756	116,090
07/01/16	2.25%	3,518	4,198	4,565
		91,468	109,148	118,690

Fleet Manager, Street & Traffic Signal Manager, Grounds Maintenance Manager, Public Workers Operation Manager (Q2)				
Effective Date	% Increase	Min	65th %	Max
01/01/13		3,065	3,711	4,061
		79,690	96,486	105,586
07/01/13	2.00%	3,126	3,785	4,142
		81,276	98,410	107,692
07/01/14	2.00%	3,189	3,861	4,225
		82,914	100,386	109,850
07/01/15	2.25%	3,261	3,948	4,320
		84,786	102,648	112,320
07/01/16	2.25%	3,334	4,037	4,417
		86,684	104,962	114,842

Environmental Services Manager (Q3)				
Effective Date	% Increase	Min	65th %	Max
01/01/13		2,891	3,564	3,924
		75,166	92,664	102,024
07/01/13	2.00%	2,949	3,635	4,002
		76,674	94,510	104,052
07/01/14	2.00%	3,008	3,708	4,082
		78,208	96,408	106,132
07/01/15	2.25%	3,076	3,791	4,174
		79,976	98,566	108,524
07/01/16	2.25%	3,145	3,876	4,268
		81,770	100,776	110,968

- 11.2** A. The Town Manager reserves and retains sole and absolute discretion with respect to the granting or withholding of merit increases within the salary ranges established in this agreement, provided each member of the bargaining unit receives the full amount of the negotiated general increase and thus maintains his relative position within the rate range, and provided that, effective July 1, 1991 the following rules apply:
- (1) An employee's review date shall be their anniversary date of employment within the bargaining unit;
 - (2) Employees who are eligible for merit consideration and receive an "average" evaluation rating may not progress beyond the 65th percentile of the salary range;
 - (3) Employees who are eligible for merit consideration and receive an "above average" evaluation rating or higher may progress up to the maximum of the salary range;
 - (4) Where an employee receives an "average" evaluation rating or higher, they shall earn at least a 2% merit increase as long as their pay rate does not exceed the limits specified in 11.2 (2) and (3) above.
 - (5) Effective January 1, 1998, employees who are eligible for merit consideration shall be notified of their merit increase within thirty days of their review date. If for any reason such notice has not been received by the employee within that time, a 2% merit increase shall be processed, retroactive to the employee's review date. Any subsequent adjustment to the processed merit increase shall be retroactive to the employee's review date;

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

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

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

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

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

ARTICLE XII - INSURANCE AND PENSION

12.1 - Health Insurance

A. Effective January 1, 1998, the Town will maintain, on behalf of Town employees, a group health PPO plan in accordance with the Town Health Plan Summary Plan Description.

B. Effective January 1, 2017, the Town shall also offer a High Deductible Health Plan (HDHP) option with Health Savings Account (HSA)/PPO Plan to Town employees.

1. The annual In-Network deductible for the HDHP option shall be \$1,500 for individual coverage and \$3,000 for family coverage. The annual Out-of-Network deductible shall be \$1,500 for individual coverage and \$3,000 for family coverage. For the purpose of satisfying the plan deductible, all claims shall be cross cumulative (i.e., inclusive of In-Network and Out-of-Network). Thereafter, for the purpose of satisfying the Out-of-Network deductible, all claims shall be paid at an eighty percent (80%) Town paid and twenty percent (20%) employee split. The maximum annual

total out of pocket expense shall be \$3,000 for individual coverage or \$6,000 for family coverage. Prescription drug coverage shall be included in all deductible calculations.

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

b) The Town shall contribute 100% of the Town's portion of the annual deductible for new hires in their initial year of employment regardless of when the employee becomes eligible.

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

C. Effective and retroactive to May 24, 2016 each member of the bargaining unit shall contribute seventeen percent (17%) of the fully insured rate for the PPO plan or sixteen percent (16%) of the fully insured rate for the High Deductible Health Plan for the individual or dependent coverage desired, not to exceed three percent (3%) of the employee's annual earnings calculated from base pay rate.

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

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

F. Effective July 1, 1992, the Town shall provide a Tax Savings Plan within the meaning of Section 125 of the Internal Revenue Code of 1986, as amended, and the income designated by the employee in compliance with such plan shall be excludable from the employees' taxable income as provided by law.

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

12.2 - Prescription Drug Program

A. Effective May 24, 2016, the Town will maintain a prescription drug program, on behalf of Town employees, in accordance with the following:

1. co-pay of \$10-generic; \$25 Brand-Preferred; \$40 Brand Non-Preferred;
2. network of providers;
3. no maximum benefit;
4. Mandatory mail order (90-day supply of maintenance drugs) after three refills at retail for maintenance drugs* with employee co-pay of \$20 for generic; \$50 Brand Preferred; and \$80 Brand Non-Preferred.
5. prescription drug contraceptive methods approved by the Federal Food and Drug Administration (FDA) in accordance with state statute.

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

12.3 - Retiree Health and Prescription Drug Plan

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

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

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

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

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

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

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

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

4. The parties agree that for the duration of the 2002 – 2007 collective bargaining agreement, and in negotiations for all succeeding collective bargaining agreements between the parties, any change in Sections 12.3 (D)(1), (D)(2), and (D)(3) shall not be mandatory subjects of bargaining.

E. 1. Employees hired on or after July 1, 2003, but prior to May 24, 2016, who retire with a normal retirement benefit (unreduced – and with eligibility at age 65 with 15

years of service or age 62 with 35 years of service) immediately upon separation from Town service, shall pay 25% of the fully insured rate for individual coverage at 50% for dependent coverage of the health program that they enjoyed immediately prior to retirement. Payment shall be made to the Town until the retiree reaches Medicare eligibility.

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

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

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

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

H. At Medicare eligibility, the retired 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.

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

12.4 - Health Benefits with Disability Retirement

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

1. The employee shall receive the same health benefit that is applicable to active employees in the same bargaining unit that the employee was in immediately prior to their disability retirement. Any change in the health plan for active employees shall also change the health plan for the retiree. At Medicare eligibility, the health plan shall convert to the Medicare Supplement Plan. The retiree shall continue to contribute toward the cost of the plan as defined in Section 12.4 (2)(A) of this Article.

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

a. 100% of the fully insured rate minus an amount determined by multiplying the employees years of service by 3.5. For example, if an employee had 15 years of service, they would contribute 47.5% of the fully insured rate. $(100 - [15 \times 3.5])$

b. Dependent coverage may be continued for 12 months at the same rate as determined in 12.4 (A)(2)(a) above. Any and all dependents coverage will be terminated thereafter, except that COBRA continuation will be offered, for a period of 26 months, by paying 102% of the fully insured rate.

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

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

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

12.5 - Cost Containmentment

The Town may choose to provide for the administration of employee health benefits under a "cost-containmentment" program by any provider who has filed with and been approved by the Connecticut State Department of Insurance to provide such

services. Such a program may include any classifications and definitions of services which have been agreed upon by the Union, provided that implementation or elimination of any such service is thoroughly communicated to all employees not less than 60 days prior to the effective date of implementation or elimination. Once implemented, the Town may eliminate any such service at its sole discretion provided it gives employees the notice required above and further provided it restores the full contractual benefit that the eliminated service(s) affected. Any service implemented must be within parameters which have been agreed upon by the Union in writing.

12.6 - Life Insurance

A. Effective May 24, 2016, the Town will participate in a group life insurance plan in the amount of one times the employee's annual base salary or \$60,000, whichever is greater, for each full-time active employee and will pay the cost of such insurance for each participating employee.

B. Effective May 24, 2016, each employee pensioned will have their group life insurance automatically reduced to \$25,000. This reduction will become effective as specified in the group life insurance plan. The cost of such reduced life insurance for each pensioned employee who retires shall be paid by the Town. The balance of each retired employee's group life insurance may be converted and paid for by the retired employee in accordance with the terms of the group life insurance plan.

12.7 - Long-term Disability

Effective January 1, 1998, the Town shall provide for active employees disability insurance coverage with the following features: 180 Day waiting period, benefit of 60% of pay with \$3,000 monthly maximum and with offset for any other disability income, benefits to age 65, disability defined as unable to engage in own occupation for first 2 years and unable to engage in any occupation thereafter.

12.8 - Vision Care

Effective July 1, 2003 the Town shall provide and pay the cost, for active employees and qualified dependents, for a "basic" networked vision care program as outlined in Attachment B. For each retiree eligible for health insurance benefits as defined in Article XII, Section 12.3 (C)(1), (D)(1), (D)(2), (D)(3), (E)(1), and (E)(2) and their eligible dependents, one (1) vision examination related to refractive errors shall be provided per year and be paid in full, after an office visit co-payment, up to reasonable and customary charges while covered by the Town's PPO Plan, until eligibility for the Medicare Supplement Plan, as per practice.

12.9 - Dental Insurance

Effective July 1, 2003, the Town shall provide a full service dental plan as outlined in Attachment C and pay 50% of the fully insured rate toward the cost of individual coverage. Each bargaining unit member shall be enrolled and pay 50% of the fully insured rate for individual coverage and have the option to elect further coverage for eligible dependents. Employees who elect to enroll eligible dependents may do so at their own expense by authorizing monthly payroll deductions covering 100% of the additional cost of such enrolled dependents. Dependents may be enrolled during the open enrollment period and must remain participants in the plan for twelve (12) months. Eligible dependents are covered to age 19, or age 25, if full time students. Participation in the Dental Plan is limited to active employees, unless otherwise required by applicable law.

12.10 - Carriers

The Town may at any time and from time to time change the carriers for any of the foregoing insurance, provided that the benefits shall be the equivalent or better than those provided in the above referenced coverages; and provided further, that in the case of benefits paid for by retirees, such changes shall not at any time cause the actual cost to retirees to be higher than such costs would be if such changes of carriers had not occurred.

12.11 - Pension

A. 1. The Town shall continue the present pension coverage for supervisory employees hired prior to May 24, 2016 for the duration of the Agreement. Any and all amendments to said pension ordinance, which effect this bargaining unit, and which are enacted during the term of this Agreement shall also become a part hereof, provided that no such amendment which reduces retirement allowances for the employee, or their dependents or beneficiaries, or which requires greater employee contributions than now specified, shall become a part hereof without written consent of the Union.

2. a. Employees hired on or after May 24, 2016 will participate in a "hybrid" retirement program. Employees shall become members of the Town of West Hartford Pension Plan, Part E. The Part E member shall contribute 3% of base wages to the Plan. Upon reaching eligibility for a retirement benefit and, in compliance with Pension Ordinances, the defined benefit shall be calculated at 1% of base wage multiplied by the member's years of credited service, up to a maximum of 35 years.

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

2.25% of the employee's base wage to the employee's 401(a) Plan. The Plan shall be in compliance with IRS regulations.

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

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

5. Effective January 1, 1998, all active employees in the bargaining unit hired prior to May 24, 2016 shall contribute, in addition to any other contribution they may make to the Pension plan, 1% of gross earnings to the Pension plan.

6. All employees of the bargaining unit in an active payroll status on April 11, 2017 shall be refunded all employee contributions made toward the 1% COLA benefit from the Pension Fund and will have no rights, now or in the future, for a COLA adjustment to their pension benefit. Such refunds shall be made without interest on the payment. Additionally, the refund payment shall not constitute "wages" or "compensation" for the purpose of calculating pension benefits.

7. Any reduction in the 1% contribution, referred to in Section 12.11 (B)(5) above, shall not be a mandatory subject of bargaining for the duration of this contract (2002-2007) and for the duration of the next succeeding contract.

8. It is understood by both parties that the intended relationship of this 1% employee contribution and 1% COLA is to have the benefit pay for itself through employee contributions. It is agreed that any future change in the plan benefit negotiated by the parties that would change the intended relationship between the contribution and the COLA will be reason, for either party, to request and have accepted a reopener of this Article XII, Section 12.11 (B)(1), (2), (3), (4), and (5) of the collective bargaining agreement, for the purpose of negotiating a change that will keep the intended relationship in tact. Such reopener shall not, however, violate the provisions of Section 12.11 (B)(6).

9. Any employee who leaves Town service and withdraws from participation in the Town's Pension Plan shall receive a refund of the 1% pension contribution as referenced in Section 12.11 (B) (5), plus 2% interest payment. Such payment is a separate refund from any other refund which may be provided in Section 12.11 (F).

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

1. the reduction in benefits for years of service prior to January 1, 1989 shall be changed to apply to years of service prior to January 1, 1986, and

2. the reduction shall not be made until the member reaches full retirement age as defined by the Social Security Administration schedule.

3. Members with years of service prior to January 1, 1986 are subject to a benefit offset for years served prior to January 1, 1986 as outlined in the Pension Ordinances, as amended from time to time. For such members with service prior to January 1, 1986 and with total Town service exceeding 30 years, the pension calculation shall adjust the amount of service worked prior to January 1, 1986

by the amount of service worked beyond the maximum of 30 years. For example:

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

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

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

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

F. 1. Effective July 1, 2006, all active employees in the bargaining unit shall contribute, (in addition to Article XII, Section 12.11(B)(5) 3% of their gross earnings to the Pension fund. Such contribution shall increase according to the following schedule:

An additional .5% per year effective and retroactive to 7/1/2014 for a total of 3.5%
An additional .5% per year effective and retroactive to 7/1/2015 for a total of 4.0%
An additional .5% per year starting 7/1/2016 for a total of 4.5%
An additional .5% per year starting 6/30/2017 for a total of 5.0%.

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

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

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

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

1. Any member who is hired by the Town on or after July 1, 2003 and shall have attained the age of 65 years and completed 15 years of credited service or attained the age of 62 years and completed 35 years of credited service shall be eligible for retirement from active service and for a normal unreduced retirement allowance.
2. Any member who is hired by the Town before July 1, 2003 and who retires on or after July 1, 2003 and who became eligible for a normal retirement by attaining at least the age of 55 and having at least 25 years of credited service or by attaining at least the age of 60 and having at least 10 years of credited service, and does not retire shall be eligible to receive a supplemental benefit if such employee does not retire for at least one year after becoming eligible. The amount of the supplemental benefit that is accrued for such member shall be \$600 at the end of the first year for which retirement is deferred following satisfaction of the pertinent age and service requirements, and increased by an additional \$600 at the end of each additional year for which retirement is deferred.
3.
 - a. The pension supplement shall not be calculated in the cap calculation. The years of credited service and/or buy-back of years from other employment are still capped at 35. However, the supplement will be added to an employee's pension above the cap amount.
 - b. The above pension supplement will not be calculated as part of the COLA computation and will not be a survivor benefit.
 - c. The supplement shall be made annually in a single payment during the month of July, starting the first July after the employee's retirement date.
4. The parties agree that for the duration of this 2002-2007 collective bargaining agreement, and in negotiations for the next three succeeding collective bargaining agreements between the parties, any change in the age and/or years of service for a normal pension retirement shall not be a mandatory subject of bargaining. The parties further agree that this provision may be extended by mutual agreement of both parties.

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

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

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

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

J. The Town shall establish procedures for enrolling members of the bargaining unit in a Section 457 deferred compensation plan. Participation in this plan shall be at the discretion of each individual employee. Effective July 1, 2003, and in each fiscal year thereafter, the Town shall match, on a dollar-to-dollar basis, the employee's contribution to a 457 deferred compensation program. The Town's contribution shall not exceed 1.2% of the employee's annual base pay and shall start with the employee's first contribution of the calendar year.

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

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

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

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

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

- a. An employee with less than ten (10) years of service who is unable to perform any work in accordance with federal Social Security Administration provisions shall be eligible to receive a disability pension.
- b. Regardless of years of service, the disability pension benefit shall be offset at a rate of one dollar for every two dollars of earned income, once earned income plus disability pension benefit equals the employee's annual base salary, determined at the time of disability. Earned income shall be defined as adjusted gross income on federal income taxes that include, but not be limited to, wages, long term disability payments, workers compensation payments, etc.
- c. An employee who qualifies for a disability pension, who is offered alternate employment with the Town shall remain a member of Part B of the Pension Plan for all purposes, including the computation of employee and Town contributions, retirement eligibility date, and pension benefit computation, as if he or she had remained in his/her former position, and had received the salary increase uniformly applicable to his/her former position. An employee similarly situated from another bargaining unit shall maintain the benefits afforded to them under the collective bargaining unit they belonged to at the time of the injury.

ARTICLE XIII - LEAVE PROVISIONS

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

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

- Up to 5 days leave for employee's mother, father, spouse, child, sister, brother, domestic partner*;
- Up to 5 days leave for spouse's mother, father, children;
- Up to 3 days leave for employee's grandparent, grandchild, or other relatives actually domiciled in the household of the employee or to whose support the employee contributed a majority share;
- Up to 3 days leave for spouse's sister, brother, grandparent, grandchild;
- 1 day leave for employee's aunt, uncle

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

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

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

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

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

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

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

- a. Written request for such leave shall be submitted by the Union to the Department Head at least ten (10) calendar days prior to the first day of such requested leave.
- b. Not more than an aggregate total of six (6) days of leave from scheduled duty shall be granted annually with pay under this Section. Leave without pay aggregating an additional ten (10) calendar days may be granted annually by the Department Head for other Union business.
- c. The Department Head may deny a request for either paid or unpaid leave submitted under the Section if, in his opinion, the absence from duty of the employee during the period of requested leave would be seriously detrimental to the

best interests of the department because of operating requirements. When such leave is for a longer period than one (1) day, the Department Head may otherwise be on scheduled duty during any part of the proposed period of leave.

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

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

- 13.6 No more than three (3) days of accrued sick leave may be used by the employee each fiscal year for personal business which cannot be conducted at any other time, and which is not covered by any other leave provision in this Agreement. Request for leave under this paragraph should be made as soon as the employee is aware of the need, and in no event less than 24 hours prior to the beginning of the shift for which leave is requested, except in case of emergency or other unforeseen circumstances arising after such time limit has passed. If necessary, the Division Manager or their designee may limit the number of employees on leave under this paragraph at any one time in order to meet the operating requirements of the Division. Personal leave days under this paragraph may not accumulate from year to year except as sick leave.

ARTICLE XIV - MISCELLANEOUS

14.1

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

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

C. Should an employee recover from a third party damages for an illness or injury, including death, compensable pursuant to C.G.S. Chapter 568, the employee agrees to reimburse the Town for supplemental wage payments paid to them up to the limit

of such recovery, in the same manner that workers' compensation payments are reimbursed under the applicable law.

- 14.2 Wages are payable to no more than two (2) employees for the time spent in negotiations during normal working hours, but not after such hours.
- 14.3 The following information shall be provided to employees.
- a. The Town shall furnish each employee at least once a year with a statement of the earned sick days to their credit, and net accrued vacation days.
 - b. The Town shall furnish each employee with a copy of each Personnel Action Form pertaining to their personnel record, including such Actions as are signed by management without the employee's own signature.
 - c. Employees shall be given a copy of their evaluation form at the time they are required to sign it.
- 14.4 The Town shall provide full financial assistance for required educational courses and training programs which are job-related and designed to improve the employee's chances for promotion. For courses which are voluntary, reimbursement shall be provided at the Town's discretion. In exercising that discretion, the Town may establish a committee of management members to review requests, and may adopt reasonable restrictions on reimbursement in order to ensure that available funds are distributed equitably. In order to be reimbursed the employee must complete the course with a passing grade of at least C. Total reimbursement will be 70% of costs for a grade of C or above, 80% of costs for a grade of B or above and 90% of costs for a grade of A or above. One-quarter of total reimbursement will be paid upon completion with a satisfactory grade, and the remainder will be reimbursed at the rate of \$100 per month thereafter.
- 14.5 The following shall govern the interpretation and application of this Agreement.
- a. This Agreement established the basic conditions of employment for members of the bargaining unit, but it is understood that the implementation of these and other aspects of the employment relationship has varied by department and position. It is the intention of the parties to preserve this flexibility and to permit continuation of these differing arrangements, provided they are not in conflict with the specific provisions of this Agreement.
 - b. Unilateral changes in major or substantial conditions of employment may not be implemented by the Town without negotiation upon request of the Union. This provision shall not be construed to prevent the Town Manager from continuing to exercise complete discretion with respect to the allocation or reallocation of town vehicles.

- c. The Town may employ temporary or seasonal employees provided no members of this bargaining unit who are qualified to perform the work involved are on layoff at the time and provided such temporary or seasonal employees are paid not less than the minimum rate for the position.
- 14.6 Both parties agree to continue their policies of not discriminating against any employee on the basis of race, color, religion, national origin, age, sex marital status, or physical disability.
- 14.7 An employee must serve a one (1) year probationary period before receiving permanent status in a bargaining unit position.
- 14.8 The Town shall supply the Union with a seniority list upon request by the Union.
- 14.9 The parties acknowledge and agree that the following memoranda of understanding remain in full force and effect:
 - a. Agreement of 11/18/86 relating to the Pension Plan.
 - b. Agreement of 11/18/86 regarding retiree health insurance benefits for individuals hired prior to July 1, 1986.
 - c. Agreement of 11/18/86 regarding Health Care Cost Containment.
 - d. Agreement of 4/4/95 relating to the federal Family and Medical Leave Act
 - e. Agreement of 4/4/95 relating to the Town of West Hartford Flexible Work Schedule policy
- 14.10 The Town shall reimburse members for one pair of protective footwear, which shall reasonably be replaced upon inspection, and at the discretion of the employee's Department Head.

ARTICLE XV -SAVINGS CLAUSE

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

ARTICLE XVI - DURATION

- 16.1 This Agreement contains the full agreement between the parties on all negotiable issues, and neither party shall be required during the term hereof to negotiate upon any issue, whether covered or not covered herein, during the term hereof.
- 16.2 This Contract shall be in full force and effect from July 1, 2013 to June 30, 2017, 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.
- 16.3 Between the first day of January and the first day of February, 2017, either party may notify the other that it wishes to amend or modify the Contract as of July 1, 2017. Within thirty (30) days of such notification, the party receiving such notification shall meet with the other party to discuss the proposed amendments or modifications.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to affix their signatures on this 26th day of February, 2018.

TOWN OF WEST HARTFORD

By

[Signature]
Town Manager

Witness

[Signature]
Witness

CSEA Local 2001, SEIU

By

[Signature]
Staff Representative

Witness

[Signature]
Witness

APPENDIX A

AGREEMENT

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

WHEREAS the Town and SEIU Local 531 have negotiated and agreed upon conditions for coverage of retirees and dependents under the Town's health insurance plan, which conditions are different for individuals hired before and after July 1, 1986, and

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

NOW THEREFORE the parties agree as follows:

- (1) The retiree health insurance provisions of the 1986-1988 collective bargaining agreement between the Town and SEIU Local 531, as set forth in Schedule B, are incorporated herein by reference.
- (2) Such retiree health insurance provisions will remain in full force and effect for all Covered Employees listed in Schedule A, and will be binding on the Town with respect to such Covered Employees, for as long as they live, regardless of whether or not the corresponding provisions of the applicable collective bargaining agreement remain in effect.
- (3) This agreement shall be enforceable by any or all of the Covered Employees listed in Schedule A in any court of competent jurisdiction. In the event the Town fails to comply with this agreement, the Town shall pay the costs and attorney's fees of the prevailing plaintiff(s), in addition to any other legal or equitable relief which the court may order.
- (4) The Town agrees to indemnify and hold harmless SEIU Local 531 in the event of claim by any of the Covered Employees listed in Schedule A, asserting either (a) the deprivation of the rights of Covered Employees by reason of agreement to the terms contained in Article XI Section 4 of the 1986-88 collective bargaining agreement, or (b) an action by any or all of such Covered Employees to prevent or remedy any breach of this agreement by the Town. The Union agrees to use reasonable efforts to dissuade Covered Employees from initiating frivolous actions to enforce this agreement.

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

TOWN OF WEST HARTFORD

LOCAL 531, SEIU, AFL-CIO

By /s/ Barry Feldman
Town Manager

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

Date 11-18-86

Date 11-18-86

COVERED EMPLOYEES

NOTE: See file for names/signatures of employees.

APPENDIX B

TOWN OF WEST HARTFORD and SEIU LOCAL 531

Agreements Relating to Pension Plan

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

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

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

TOWN OF WEST HARTFORD

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

By /s/ Barry M. Feldman
Town Manager

By /s/ Harold Alpert
President

/s/ Stephen Novak
Witness

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

APPENDIX C

TOWN OF WEST HARTFORD and SEIU LOCAL 531

Memorandum of Understanding re: Health Care Cost Containment

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

A. Pre-Admission Certification (non-emergency)

The Process is as follows:

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

6. The patient, the attending physician and the hospital will be notified in writing about the outcome of the review. If the case is reviewed within five days prior to the admission date, they will be notified by telephone followed by written communication.
7. When a case is disapproved, the insurance carrier will receive a copy of this written communication.
8. If the employee/dependent decides to go ahead with a disapproved hospitalization, the Town insurance will pay only 80% of what it would have paid for an approved hospitalization, the employee/dependent will be liable for the remaining 20%, not to exceed \$1,000.
9. The provider of this service will offer a patient awareness/education service which will involve discussing with the employee/dependent the alternatives to hospitalization which may be available. This will occur when the provider physician reviewer determines that the recommended treatment can be provided without hospitalizing the patient.
10. There will be an appeal process where hospitalization is denied. This appeal will utilize a tripartite panel Consisting of the patient's attending physician, the provider physician reviewer and a third physician agreed upon by the above designated physicians but who is not affiliated with either and is Board certified in the specialty involved. The Town will bear the full cost of the appeal procedure.

B. Concurrent Review

1. The employee/dependent/or family member will notify the provider of the hospitalization within 48 hours of admission using a toll free 800 number.
2. The provider nurse will communicate via telephone with the attending physician regarding the indications for admission and the projected length of stay required for hospitalization. This information is screened against physician developed criteria.
3. Where the case meets the criteria, the provider nurse will approve the admission and assign the projected length of stay. This assignment will initiate a follow-up review to assess patient progress and the necessity for continued hospitalization.
4. Where the case does not meet criteria, the provider nurse will refer the case to a provider physician reviewer. He will discuss the case with the attending physician and make a determination to approve or disapprove the case. The physician reviewer will inform the attending physician of his decision during their telephone conversation.

If the case is approved, a length of stay will be assigned. If the case is disapproved, a letter will be sent to the patient, the attending physician, the hospital, and the insurance

carrier. At the same time, the provider nurse will inform the patient and the hospital by telephone.

5. If the case is disapproved, the Town insurance will pay 100% of the hospital cost up to 24 hours after notification to the employee/dependent that the case has been disapproved. After 24 hours of notification of disapproval, the Town insurance will pay 80% of the hospital cost and the employee/dependent will be responsible for the remaining 20%, not to exceed \$1,000.

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

C. Discharge Planning

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

D. Pre-admission Testing (non-emergency)

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

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

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

G. Mandatory Second Surgical Opinions (non-emergency)

The Second Surgical Opinion program will evaluate the indications for the surgery recommended by the patient's attending physician, and assist the patient to make an informed choice to have or not to have the surgery performed. The choice is solely the employee/dependent's choice and regardless of the advice of the physician consultant there will be no penalty if the patient decides to have the surgery.

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

In addition to providing the second opinion at no cost to the employee/dependent, in those cases where the physician consultant does not agree with the attending physician the Town will provide at no cost a third surgical opinion if the patient so requests.

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

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

1. When the patient's doctor recommends a procedure included on the Second Surgical Opinion List, the patient will make telephone contact with a provider nurse using an 800 toll free number.

2. The nurse will confirm that the procedure is on the list and then provide the patient with the names of three physicians in the involved specialty who have agreed to perform these consultations. The physician consultants will all have agreed not to perform the involved surgical procedure on the patient.

3. The patient will then be sent a form to be completed by the physician he/she chooses for the consultation.

4. The patient will schedule his/her appointment with the physician and telephone the provider nurse with the date.

5. If the physician consultant does not send in the form within 10 days after the scheduled appointment, the provider nurse will telephone his office to confirm that the appointment was kept and remind the physician to return the form.

6. Following the patient's consultation with the doctor, the patient will telephone the provider nurse to inform her about his/her decision to have/not have the surgery performed.

H. Mandated Ambulatory surgical services (non-emergency)

There will be a specified list of surgical procedures which will be paid 100% of reasonable and customary only if done on an ambulatory basis. The list will be by mutual agreement of the Town and the Union. For procedures on the list which the employee/dependent chooses to have done as an in hospital patient, the Town insurance will pay 80% of reasonable and customary for the surgical procedure; and additionally, only 80% of the hospital bill, the employee/dependent will be responsible for the remaining 20%, not to exceed \$1,000.

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

I. Maintenance Drug Program

For those employees/dependents on maintenance drugs, the Town may have arrangements with wholesalers to provide a 6 month supply of drug at a time at wholesale cost to the Town insurer and employee/dependent will accept drug from wholesaler if he wants Town insurance to pay for it. Drugs must be as prescribed by attending physician and generic substitutes can be made only with approval of attending physician.

J. Hold Harmless Clause

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

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

TOWN OF WEST HARTFORD

LOCAL 531,SEIU,AFL-CIO

By /s/ Barry M. Feldman
Town Manager

By /s/ Harold Alpert
President

/s/ Stephen Novak
Witness

/s/ Mickey Busca
Witness

APPENDIX D

MEMORANDUM OF UNDERSTANDING

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

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

Town of West Hartford

SEIU, Local 531

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

/s/ Kurt Westby
/s/ Alexander Adaskaveg
/s/ James Robertson

APPENDIX E

MEMORANDUM OF UNDERSTANDING

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

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

Town of West Hartford

SEIU, Local 531

/s/ James Francis

/s/ Kurt Westby

/s/ Patricia J. Morowsky

/s/ Alex Adaskaveg

/s/ James Robertson

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

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

For the Town of West Hartford

For the Union

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

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

3/3/04
Date

3/3/04
Date

/s/ Patricia Morowsky
Witness

/s/ David Gabriele
/s/ Christopher Dec
Witness

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

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

For the Town of West Hartford

For the Union

/s/ James Francis
James W. Francis
Town Manager

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

11-7-07
Date

11-7-07
Date

/s/ Patricia J. Morowsky
Witness

/s/ Christopher J. Dec
Witness

/s/ John Phillips

**MEMORANDUM OF UNDERSTANDING
DOMESTIC PARTNER HEALTH BENEFIT COVERAGE
Supervisory Bargaining Unit**

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

Required evidence for domestic partner participation may include:

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

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

It is understood that 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.

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

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

FOR THE TOWN:

/s/ James Francis
James Francis
Director of Employee Services

/s/ Patricia Morowsky

Witness

3/3/04
Date

FOR THE UNION:

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

/s/ David Gabriele
/s/ Christopher Dec
Witness

3/3/04
Date

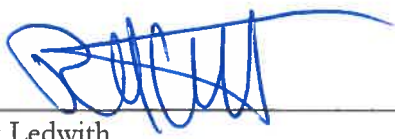
**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE TOWN OF WEST HARTFORD
AND
CSEA Local 2001, SEIU, Supervisory Unit**

The Town of West Hartford and CSEA Local 2001, SEIU, Supervisory Unit, have met to discuss changes in the Town of West Hartford Employee Benefit Plan regarding health insurance benefits. The parties have agreed that effective May 24, 2016, the PPO in-network co-pay for office visits shall be increased from \$15 to \$20 per visit; the PPO in-network emergency room deductible, if not admitted shall increase from \$25 to \$125 per visit; and the PPO in-network, in-patient hospital co-pay shall be established at \$100 per admission.

This Memorandum of Understanding is entered into this 26th day of February, 2018.

For the Town of West Hartford


For the Union



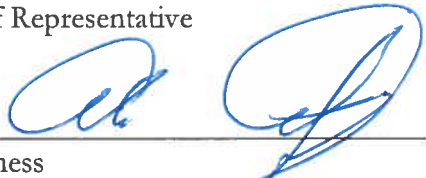
Rick Ledwith
Executive Director of Human Resources



Ryan Henowitz
Staff Representative



Witness



Witness



Witness

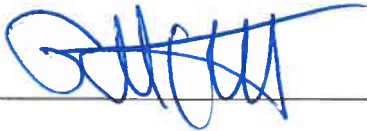


Witness

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

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

For the Town of West Hartford

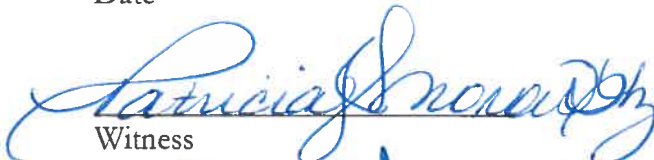


For the Union


CSEA Local 2001, SEIU

2.26.2018
Date

2.26.2018
Date


Witness
Witness
Witness
Witness

MEMORANDUM OF UNDERSTANDING

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

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

- A one-year trial period commencing on July 1, 2016 through June 30, 2017, after which either the Town or Union may rescind this agreement.
- The Town-provided vehicles are to be used solely for the service and benefit of the Town. The assigned vehicle may be used to commute to and from home. Non-employees of the Town are not to be transported or operate the vehicle.
- The Town shall provide vehicles for the employees holding the following positions:

Streets Operations Manager
Traffic Safety Manager

Grounds Manager
Fleet Manager


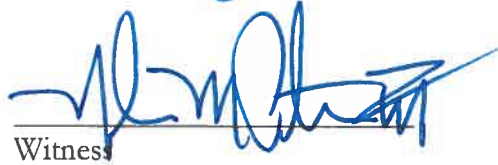
- Should the Streets Operations Manager, Grounds Manager, Traffic Safety Manager, or Fleet Manager decline a take home vehicle, they shall be eligible for the appropriate IRS mileage reimbursement should they be required to report to work for an emergency call-in. Additionally, as a result of declining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

In witness whereof, the parties have caused their duly authorized representative to affix their signatures this 21st day of February, 2018.

For the Town of West Hartford



For the Union


CSEA Local 2001, SEIU
Witness
Witness
Witness
Witness

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

The Town of West Hartford and CSEA Local 2001, SEIU, Supervisory Unit, have met in negotiations leading to the 2013-2017 collective bargaining agreement to discuss modifying employee contributions to the Pension Fund that are reflected in Article XII, Section 12.11(F)(1).

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

In witness whereof, the parties have caused their duly authorized representatives to affix their signatures this 26th day of February 2018.

For the Town of West Hartford




Rick Ledwith
Executive Director of Human Resources

For the Union



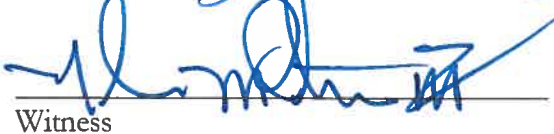
Ryan Henowitz
Staff Representative



Witness



Witness



Witness



Witness

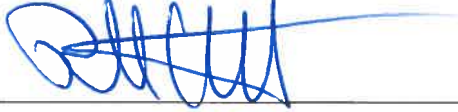
MEMORANDUM OF UNDERSTANDING

**Between the
Town of West Hartford
And**

CSEA Local 2001, SEIU, Supervisory Unit

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

For the Town of West Hartford



Rick Ledwith
Executive Director of Human Resources

For the Union



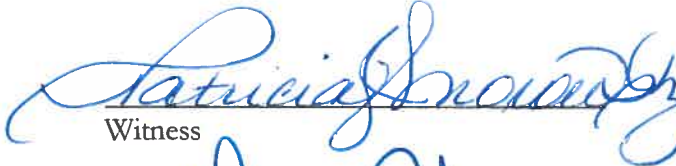
Ryan Henowitz
Staff Representative

2.26.2018


Date

2.26.2018

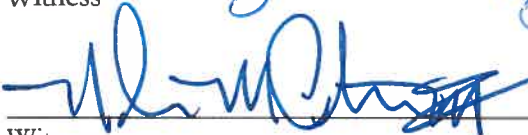
Date



Witness



Witness



Witness



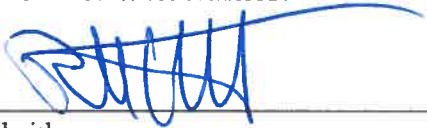
Witness

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

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

In witness whereof, the parties have caused their duly authorized representatives to affix their signatures this 26th day of February, 2018.

For the Town of West Hartford

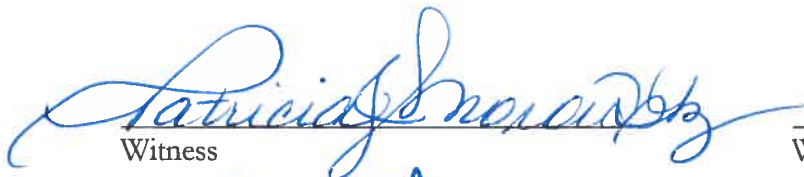


Rick Ledwith
Executive Director of Human Resources

For the Union



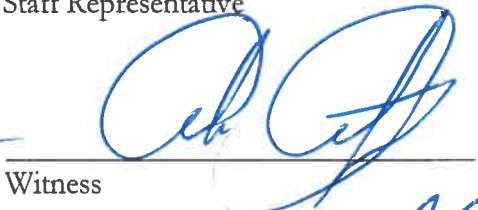
Ryan Henowitz
Staff Representative



Witness



Witness



Witness



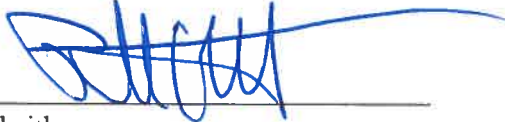
Witness

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

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

In witness whereof, the parties have caused their duly authorized representatives to affix their signatures this 20th day of February, 2017.

For the Town of West Hartford

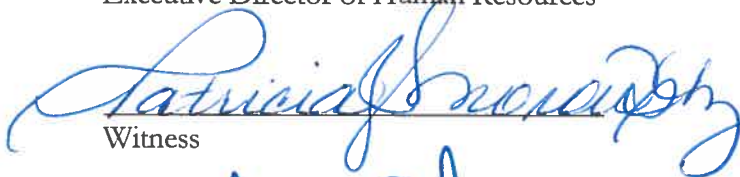


Rick Ledwith
Executive Director of Human Resources

For the Union



Ryan Henowitz
Staff Representative



Witness



Witness



Witness



Witness

FAMILY AND MEDICAL LEAVE POLICY - CSEA, Local 2001, SEIU

Personal Serious Health Condition		Serious Health Condition of Child Parent, or Spouse		Military Caregiver Leave		Family Member with Serious Injury or Illness Incurred in the Line of Military Duty	
ISSUES		Birth, Adoption, or Foster Care					
Employment Eligibility	Employed at least 12 months and Work at least 1250 hours during the fiscal year.	Same	Same	Same	Same	Same, however protections under USERRA extend to all periods of absence from work due to or necessitated by USERRA covered service is counted in determining eligibility for FMLA leave.	
Effective Date	August 5, 1993 for non-bargaining unit members; February 5, 1994 for all others.	Same	Same	Same	Same	Same	
Maximum Leave	12 weeks/Fiscal Year	12 weeks/Fiscal Year	12 weeks/Fiscal Year	12 weeks/Fiscal Year	12 weeks/Fiscal Year	26 weeks/12 month period*	
Who Qualifies?	Individual employee.	All circumstances that may fall under the terms "birth or adoption of a child" Eligibility for leave taken expires 12 months after the event. Leave must be completed by the one year anniversary of the event.	Biological child, adopted child, foster child, legal ward, or a child of a person standing in loco parentis who is under age 18. A child as defined age 18 or over who is incapable of self care due to mental or physical disability. A biological parent, legal guardian, or one who raised the employee in the place of parent. Spouse as defined in state statute.	Employee's spouse, son, daughter, or parent who is a military member on active covered duty (or has been notified of an impending call or order to active duty) in support of a contingency operation Spouse as defined in state statute Biological, adopted, foster child, stepchild, legal ward, or a child of a person standing in loco parentis who is of any age.	Individual employee who is the spouse, son, daughter, parent, or next of kin of the servicemember or covered veteran. Spouse as defined is state statute Biological, adopted, foster child, stepchild, legal ward, or a child of a person standing in loco parentis who is of any age. Next of kin is the nearest blood relative other than the covered servicemember's spouse, parent,		

Personal		Serious Health		Family Member with	
ISSUES	Serious Health Condition	Birth, Adoption, or Foster Care	Condition of Child Parent, or Spouse	Military Caregiver Leave	Serious Injury or Illness Incurred In the Line of Military Duty
Who Qualifies? (continued)					<p>son, or daughter. Priority defined in regulations, unless another is specifically designated in writing</p> <p>May require reasonable documentation of family relationship</p>
Serious health condition defined	<p>Illness, injury, impairment, or physical or mental condition that involves inpatient care in a hospital, hospice or residential medical care facility;</p> <p>or</p> <p>continuing treatment by a health care provider.</p> <p>*[Excludes short term conditions for which treatment and recovery are brief such as illness lasting a few days]</p> <p>Workers' Compensation leave taken shall count toward FMLA leave.</p> <p>Pregnancy Leave taken shall count toward FMLA leave.</p>	N/A	<p>Illness, injury, impairment, or physical or mental condition that involves inpatient care in a hospital, hospice or residential medical care facility;</p> <p>or</p> <p>continuing treatment by a health care provider.</p>	N/A	<p>Injury or illness incurred or aggravated in the line of duty while on active duty or injuries or illness that existed before the beginning of the member's active duty and were aggravated by service in the line of duty on active duty in the Armed Forces, that renders the service member medically unfit to perform the duties of his office, grade, rank or rating;</p> <p>Covered service members on temporary disability retired list; is undergoing medical treatment, recuperation, or therapy for the serious illness or injury or assigned to a military medical treatment facility as an outpatient or receiving outpatient care at a unit established for members of the Armed Forces; or</p> <p>undergoing medical treatment, recuperation, or therapy for a serious injury or illness and was a member of the Armed Forces (incl Natl Guard/Reserves) at any time within five years preceding</p>

Personal		Serious Health		Family Member with	
ISSUES	Serious Health Condition	Birth, Adoption, or Foster Care	Condition of Child Parent, or Spouse	Military Caregiver Leave	Serious Injury or Illness Incurred in the Line of Military Duty
Serious health condition defined (Continued)					the date the veteran undergoes treatment. See CFR 825.127
Qualifying Exigency Defined	N/A	N/A	N/A	Short notice deployment (seven or less days prior to date of deployment); Parental care to care for a military member's parent incapable of self care; Military events and related activities; Child care and school activities; Financial and legal arrangements; Counseling; Rest and recuperation leave (up to 15 days for each rest and recuperation leave period); Post deployment activities (up to 90 days following termination of active duty status or other related activities arising out of the military service member's service.	N/A
Intermittent or Reduced Leave	Leave may be intermittent or reduced if medically necessary. Employee must make a reasonable effort to schedule leave so as not to disrupt unduly the employer's operation	Leave may be intermittent or reduced only if employer agrees. Employee must make a reasonable effort to schedule leave so as not to disrupt unduly the employer's operation	Leave may be intermittent or reduced if medically necessary. Employee must make a reasonable effort to schedule leave so as not to disrupt unduly the employer's operation	Leave may be intermittent or reduced leave schedule basis and consistent with the qualifying exigency Employee must make a reasonable effort to schedule leave so as not to disrupt unduly the employer's operation	Leave may be intermittent or reduced if medically necessary. Employee must make a reasonable effort to schedule leave so as not to disrupt unduly the employer's operation

Personal			Serious Health		Family Member with	
ISSUES	Serious Health Condition	Birth, Adoption, or Foster Care	Condition of Child Parent, or Spouse	Military Caregiver Leave	Serious Injury or Illness Incurred in the Line of Military Duty	
Ability to Temporarily Transfer to Another position	Yes, if employee is on intermittent or reduced leave to a position of equivalent pay and benefits.	Same	Same	Same	Same	
Provisions if Both Spouses Work for the Town	12 weeks leave each for their respective personal serious health condition(s).	12 weeks leave each which may or may not be taken concurrently. However, if ees work in same department, then the leave cannot be taken on the same scheduled work days.	12 weeks leave each which may or may not be taken concurrently. However, if ees work in same department, then the leave cannot be taken on the same scheduled work days.	12 weeks leave each which may or may not be taken concurrently. However, if ees work in same department, then the leave cannot be taken on the same scheduled work days.	12 weeks leave each which may or may not be taken concurrently. However, if ees work in same department, then the leave cannot be taken on the same scheduled work days.	
Restoration to Position	Must be restored to the same position held prior to the leave; or to one that is equivalent in pay benefits, privileges, and other terms and conditions of employment.	Same	Same	Same	Same	
Notification	30 days notice when need for leave is foreseeable. Otherwise, notice must be given as soon as practicable.	Same	Same	Same	Same	
Medical/Other Certification (Upon Request)	Yes. Certification for illnesses of more than 5 consecutive days should include the date serious health condition began, duration of the condition, applicable medical facts, statement that the	N/A	Yes. Certification for illnesses of more than 5 consecutive days should include the date the serious health condition began, duration of the condition, applicable medical facts, statement that the employee	Yes. Certification to support the need for leave requested including a copy of the active duty orders or other documentation issued by the military, plus any document supporting the specific need for leave.	Yes. Certification for illness or injury should include the name, address, and appropriate contact number of the health care provider, the type of medical practice, the medical specialty, whether the injury or illness was incurred in the	

Personal		Serious Health		Exigency Due to Active		Family Member with	
Serious Health Condition		Birth, Adoption, or Foster Care		Condition of Child Parent, or Spouse		Military Duty of a Family Member	
ISSUES							Serious Injury or Illness Incurred In the Line of Military Duty
Medical/Other Certification (Upon Request) (Continued)	employee is unable to perform the functions of his/her job, and medical reasons for the intermittent or reduced leave request (where applicable).			is needed to care for the ill person, an estimate of how long the employee will be needed, and/or medical reasons for the intermittent or reduced leave request. <u>NOTE:</u> The use of family sick days shall be in accordance with the existing collective bargaining agreement.	For certification of qualifying leave for Rest and Recuperation, a copy of the military member's leave orders setting dates should be provided.	line of active duty, approximate date, statement or description of medical facts, a statement that the covered service member will need care for a single continuous period of time, beginning and ending dates, medical necessity for periodic care, and medical necessity for or other documentation provided under CFR 825.310. <u>NOTE:</u> The use of family sick days shall be in accordance with the existing collective bargaining agreement.	
Second Opinions	Yes. Employers may request and pay for a second opinion from a physician not employed by the employer or used frequently by the employer. A third opinion may be paid by the employer; the employer and employee must agree on the provider, and the employer must not employ the provider on a regular basis. Decision of the third opinion is final.	N/A		Yes. Employers may request and pay for a second opinion from a physician not employed by the employer or used frequently by the employer. A third opinion may be paid by the employer; the employer and employee must agree on the provider, and the employer must not employ the provider on a regular basis. Decision of the third opinion is final.	N/A	Yes. Employers may request military caregiver leave certification be completed by a health care provider as defined in CFR 825.125, who are not affiliated with DOD, VA, or TRICARE.	
Certification For Return to Work	Yes. Certification of fitness for duty is allowed provided it is uniformly applied to all employees taking similar leave.	Same (in cases of birth)		N/A	N/A	N/A	N/A

Personal		Serious Health		Serious Health		Family Member with	
Serious Health Condition		Birth, Adoption, or Foster Care		Condition of Child Parent, or Spouse		Military Caregiver Leave	
ISSUES							
Relationship to Paid Leave	<p>Employee must utilize accrued sick leave, then may request unpaid leave for the duration of the medical leave under the Act.</p> <p><u>NOTE:</u> Employee may request to substitute the use of accrued vacation leave in place of unpaid leave.</p> <p>Such request may or may not be granted in accordance with the existing collective bargaining agreement.</p>	<p><u>If employee is birth mother:</u> Accrued sick leave may be used for the period of medical disability. At that point, the employee may request unpaid leave for the remainder of family leave under the Act.</p> <p><u>Other employees requesting leave:</u> Employees may request to substitute family sick days in accordance with the collective bargaining agreement and may request unpaid leave for the duration of the leave under the Act.</p> <p><u>NOTE:</u> Employee may request to substitute the use of accrued vacation leave in place of unpaid leave. Such leave may or may not be granted in accordance with the cba.</p>	<p>Employee may use up to 5 family sick days in accordance with the collective bargaining agreement then may request unpaid leave for the duration of the family and medical leave under the Act.</p> <p><u>NOTE:</u> Employee may request to substitute the use of accrued vacation leave in place of unpaid leave.</p> <p>Such leave may or may not be granted in accordance with the collective bargaining agreement.</p>	<p>Employee may request to substitute the use of accrued vacation leave in place of unpaid leave. Such request may or may not be granted in accordance with provisions of the existing collective bargaining agreement.</p>	<p>Employee may use up to 5 family sick days in accordance with the existing collective bargaining agreement then may request unpaid leave for the duration of the family and medical leave under the Act.</p> <p><u>NOTE:</u> Employee may request to substitute the use of accrued vacation leave in place of unpaid leave.</p> <p>Such leave may or may not be granted in accordance with the collective bargaining agreement.</p>		
Maintenance of Health Benefits	<p>The Town will maintain group health coverage for the month in which the unpaid leave commences plus six additional months with the employee paying that portion of the premium provided under Town policy or collective bargaining agreement.</p>	<p>The Town will maintain group health coverage for the duration of the Family and Medical Leave, with the employee paying that portion of the premium provided under Town policy or collective bargaining agreement.</p>	<p>Same as Birth, Adoption, or Foster Care</p>	<p>Same as Birth, Adoption, or Foster Care</p>	<p>Same as Birth, Adoption, or Foster Care</p>		

Personal		Serious Health			Family Member with	
ISSUES	Serious Health Condition	Birth, Adoption, or Foster Care	Condition of Child Parent, or Spouse	Military Caregiver Leave	Serious Injury or Illness Incurred in the Line of Military Duty	
Life Insurance	The employee's life insurance coverage will cease on the 1st of the month 30 days after the beginning of any unpaid leave under the Act.	Same	Same	Same	Same	Same
Long Term Disability Insurance	The employee's long term disability coverage will cease on the 1st of the month 30 days after the beginning of any unpaid leave under the Act.	Same	Same	Same	Same	Same
Sick and Vacation Accruals	Sick and vacation accruals will be adjusted downward for any month in which the employee is not in pay status for the entire month.	Same	Same	Same	Same	Same
Tax Savings Plan Benefits	Employee contributions to Medical and/or Dependent Care Reimbursement Accounts (if any) will be suspended for the duration of any unpaid leave. Expenses incurred prior to the beginning of any unpaid leave may be submitted will be reimbursed up to the account balance(s).	Same	Same	Same	Same	Same

Records and Posting	<p>All requests for Family and Medical Leave should be documented including whether or not the leave was granted and the reasons for the denial when that is the case.</p> <p>Family and Medical Leave Act prohibits an employer from putting any restraint on an employee for exercising their rights under FMLA. Employers can't penalize or discipline employees who use the FMLA provisions.</p> <p>The 12-month period for FMLA purposes will coincide with the Town's fiscal year (July 1 - June 30). Each employee shall be allowed a combined total of 12 weeks of Family and Medical Leave per year, except for FMLA leave due to a family member with a serious injury or illness incurred in the line of active military duty, in which case an employee may be allowed up to 26 weeks in any 12-month period.</p> <p>Copies of notices to employees may be maintained in personnel files. Medical certification must be maintained in separate files/records and be treated as confidential medical records.</p> <p>All requests for records under FMLA shall specify the Town's obligation to comply with the confidentiality requirements of the Genetic Information Non-Discrimination Act (GINA).</p>
---------------------	---

* An eligible employee is entitled to 26 workweeks of leave to care for a covered servicemember with a serious injury or illness during a "single 12-month period". The "single "12-month period" begins on the first day the eligible employee takes FMLA leave to care for a covered service member and ends 12 months after that date regardless of the method used by the employer to determine the employee's 12 workweeks of leave entitlement for other FMLA-qualifying reasons.

If the individual needs to care for more than one service member or the original service member has a subsequent injury, the individual may be entitled to take more than one period of 26 weeks of leave, but the individual cannot take more than 26 weeks for the same illness or injury for a single service member.

"Covered veteran" is an individual who was discharged or released under conditions other than dishonorable at any time during the five year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran.

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

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

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

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

FOR THE TOWN:

/s/ James Francis
James Francis
Director of Employee Services

3/3/04
Date

/s/ Patricia Morowsky

Witness

FOR THE UNION:

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

3/3/04
Date

/s/ David Gabriele
/s/ Christopher Dec
Witness

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

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

Examples:

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

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

Town of West Hartford

SEIU, Local 760

/s/ James Francis
James Francis
Director of Employee Services

/s/ George Gould
George Gould
Staff Representative

/s/ Patricia Morowsky

/s/ David Gabriele
/s/ Christopher Dec

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

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

EMPLOYEE A -

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

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

EMPLOYEE B -

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

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

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

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

FOR THE TOWN:

/s/ James Francis
James Francis
Town Manager

11-7-07
Date

/s/ Patricia J. Morowsky

FOR THE UNION:

/s/ George Gould
George Gould
Staff Representative

11-7-07
Date

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

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

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

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

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

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

FOR THE TOWN:

/s/ James Francis
James Francis
Town Manager

/s/ Patricia J. Morowsky
Witness

FOR THE UNION:

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

/s/ John Phillips
Witness

/s/ Christopher J. Dec

Attachment A

**Town of West Hartford
Health and Prescription Drug Program**

	PPO Plan		High Deductible Health Plan	
	Network	Out of Network	Network	Out of Network
Benefit Defined				
GENERAL HOSPITAL				
Inpatient Hospital (Semi-Private Room & Board and Ancillary Charges)	Paid in Full, after \$100 copay per admission	Paid at 80% of R & C after \$200 co-pay for each admission	Member pays 100%, until annual deductible is met.	Member pays 100% until annual deductible is met, 20% after annual deductible is met up to out of pocket maximum.
Emergency Room	Paid in Full, after \$125 per visit copay; (waived if admitted - See Inpatient Hospital Copay)	Paid in Full after \$125 per visit co-pay; (waived if admitted - See Inpatient Hospital Copay)	Member pays 100%, until annual deductible is met.	Member pays 100% until annual deductible is met, plus 20% after annual deductible is met up to out of pocket maximum.
Maternity/Obstetrical Care - Newborn Delivery charges & other services for mother and child	Paid in Full	Paid at 80% of R & C after \$200 co-pay for each admission	Member pays 100%, until annual deductible is met.	Member pays 100% until annual deductible is met, plus 20% after annual deductible is met up to out of pocket maximum.
Specialty Hospital - Maximum of 60 days in a calendar year	Paid in Full for up to 60 days then the balance considered an out of network benefit subject to deductible.	Paid at 80% of R & C after \$200 co-pay for each admission .	Member pays 100%, until annual deductible is met.	Member pays 100% until annual deductible is met, plus 20% after annual deductible is met up to out of pocket maximum.
Mental & Nervous Condition - Inpatient care	Paid in Full, after \$100 copay per admission	Paid at 80% of R & C after \$200 co-pay for each admission	Member pays 100%, until annual deductible is met.	Member pays 100% until annual deductible is met, plus 20% after annual deductible is met up to out of pocket maximum.

PPO Plan			High Deductible Health Plan	
Benefit Defined	Network	Out of Network	Network	Out of Network
GENERAL HOSPITAL (Cont.)				
Alcohol Treatment - Inpatient care	Paid in Full after \$100 copay per admission.	Paid at 80% of R & C after \$200 co-pay for each admission	Member pays 100%, until annual deductible is met.	Member pays 100% until annual deductible is met, plus 20% after annual deductible is met up to out of pocket maximum.
Drug Treatment - Inpatient care	Paid in Full after \$100 copay per admission.	Paid at 80% of R & C after \$200 co-pay for each admission.	Member pays 100%, until annual deductible is met.	Member pays 100% until annual deductible is met, plus 20% after annual deductible is met up to out of pocket maximum.
Accidental Ingestion of a Controlled Drug - Inpatient care Maximum of 30 days in a calendar year.	Paid in Full after \$100 copay per admission.	Paid at 80% of R & C after \$200 co-pay for each admission.	Member pays 100%, until annual deductible is met.	Member pays 100% until annual deductible is met, plus 20% after annual deductible is met up to out of pocket maximum.
OUTPATIENT HOSPITAL				
Surgical Facility: Pre-admission testing, kidney dialysis treatment, chemical & radiation therapy	Paid in Full, except for 20% penalty for failure to precertify.	Paid at 80% of R & C after deductible is met.	Member pays 100% until annual deductible is met.	Member pays 100% until annual deductible is met, plus 20% after annual deductible is met up to out of pocket maximum.
Accident	Paid in Full	Paid at 80% of R & C after deductible is met	Member pays 100% until annual deductible is met.	Member pays 100% until annual deductible is met, plus 20% after annual deductible is met up to out of pocket maximum.
Surgical Expense	Paid in Full	Paid at 80% of R & C after deductible is met.	Member pays 100% until annual deductible is met.	Member pays 100% until annual deductible is met, plus 20% after annual deductible is met up to out of pocket maximum.

PPO Plan			High Deductible Health Plan	
<i>Benefit Defined</i>	<i>Network</i>	<i>Out of Network</i>	<i>Network</i>	<i>Out of Network</i>
Hospice Care Services: Room & Board; Other Services and Supplies; Part time nursing care; Counseling for patient; Bereavement Counseling	Paid in Full for patient who is diagnosed with terminal illness with six months or less to live.	Paid at 80% of R & C after deductible is met for patient who is diagnosed with terminal illness with six months or less to live.	Member pays 100% until annual deductible is met.	Member pays 100% until annual deductible is met, plus 20% after annual deductible is met up to out of pocket maximum.
SPECIAL SERVICES				
Physical, Chiropractic & Occupational Therapy Medical necessity only; Wellness care not covered	Paid in full up to 50 combined visits per calendar year for physical, chiropractic, and occupational therapy, after \$20 co-pay per visit. Once 50 visits are exceeded, a treatment plan must be submitted. If medical necessity is determined, the Plan will then provide coverage under the out of network benefit, subject to deductibles and coinsurance.	Paid at 80% of R & C for 50 combined chiropractic, physical and occupational therapy visits per calendar year after deductible and \$20 co-pay per visit is met.	Member pays 100% until annual deductible is met.	Member pays 100% until annual deductible is met, plus 20% after annual deductible is met up to out of pocket maximum.
Prosthetic Appliances and Durable Medical Equipment	Effective July, 2011, no maximum benefit on Durable Medical Equipment. 100% coverage if purchased or rented through the network.	Paid at 80% of R & C after deductible is met.	Member pays 100% until annual deductible is met.	Member pays 100% until annual deductible is met, plus 20% after annual deductible is met up to out of pocket maximum.

PPO Plan			High Deductible Health Plan	
Benefit Defined	Network	Out of Network	Network	Out of Network
AMBULANCE				
Emergency	Paid in Full for emergency transportation, including air ambulance, to and from a hospital.	Paid in Full for emergency transportation, including air ambulance, to and from a hospital.	Member pays 100% until annual deductible is met.	Member pays 100% until annual deductible is met, plus 20% after annual deductible is met up to out of pocket maximum.
Non-Emergency	Paid at 80%, after \$250 deductible is met for medical necessity, other than air, to and from a medical facility. Inpatient admission required and subject to \$500 maximum per trip.	Paid at 80%, after \$250 deductible is met for medical necessity, other than air, to and from a medical facility. Inpatient admission required and subject to \$500 maximum per trip.	Member pays 100% until annual deductible is met.	Member pays 100% until annual deductible is met up to out of pocket maximum.
GENERAL WELLNESS CARE				
Pediatric Care (Birth - 1 yr.)	Paid in full for eight routine examinations per year, includes routine testing, immunizations, hearing and eye examinations.	Paid at 80% of R & C after deductible is met, for eight routine examinations, includes routine testing, immunizations, hearing and eye examinations.	Deductible is waived; Member pays \$0.	After annual deductible is met, member pays 20% up to out of pocket maximum.
Pediatric Care (Ages 1 thru 5)	Paid in full for seven routine examinations per year, includes routine testing, immunizations, hearing and eye examinations.	Paid at 80% of R & C after deductible is met, for seven routine examinations, hearing, and eye examinations.	Deductible is waived; Member pays \$0.	After annual deductible is met, member pays 20% up to out of pocket maximum.
Pediatric Care (Ages 6 thru 21)	Paid in full for one exam per calendar year.	Paid at 80% of R & C after deductible is met, for one exam per calendar year.	Deductible is waived; Member pays \$0.	After annual deductible is met, member pays 20% up to out of pocket maximum.
Preventative Health Care (Ages 22 thru 39)	Paid in full for one exam every two years.	Paid at 80% of R & C after deductible is met, for one exam every two years.	Deductible is waived; Member pays \$0.	After annual deductible is met, member pays 20% up to out of pocket maximum.

PPO Plan			High Deductible Health Plan	
Benefit Defined	Network	Out of Network	Network	Out of Network
GENERAL WELLNESS CARE (Cont.)				
Preventative Health Care (Ages 40 and over)	Paid in full for one exam every calendar year.	Paid at 80% of R & C after deductible is met for one exam every calendar year.	Deductible is waived; Member pays \$0.	After annual deductible is met, member pays 20% up to the out of pocket maximum.
Routine Immunizations and Injections (shots to prevent disease) Excludes work or travel related expenses or charges.	Paid at 100% after \$20 co-pay per visit.	Paid at 80% of R & C after deductible and \$20 co-pay is met.	Deductible is waived; Member pays \$0.	After annual deductible is met, member pays 20% up to the out of pocket maximum.
Mammogram	Paid in full for one baseline mammogram per calendar year.	One baseline mammogram per calendar year paid at 80% after deductible is met.	Deductible is waived; Member pays \$0.	After annual deductible is met, member pays 20% up to the out of pocket maximum.
Vision Exam (Related to refractive errors)	While in active employment status, refer to United Healthcare Vision benefit summary for coverage information. Under retiree health plan, paid in full after office visit co-pay for one exam every year up to age 65.	While in active employment status, refer to United Healthcare Vision benefit summary for coverage information. Under retiree health plan, paid at 80% of R & C after deductible is met for one exam every year up to age 65.	Deductible is waived; Member pays \$0.	After annual deductible is met, member pays 20% up to the out of pocket maximum.
Hearing Exam (Age 6 and older)	Paid in full for one exam every two years.	Paid at 80% of R & C after deductible is met for one exam every two years.	Deductible is waived; Member pays \$0.	After annual deductible is met, member pays 20% up to the out of pocket maximum.

PPO Plan			High Deductible Health Plan	
Benefit Defined	Network	Out of Network	Network	Out of Network
GENERAL WELLNESS CARE (Cont.)				
Stress Test	One examination per calendar year paid in full.	Paid at 80% of R & C after deductible is met for one examination per calendar year.	Deductible is waived; Member pays \$0.	After annual deductible is met, member pays 20% up to the out of pocket maximum.
Gynecological Exam/Pap Smear	One examination per calendar year paid in full.	Paid at 80% of R & C after deductible is met for one examination per calendar year.	Deductible is waived; Member pays \$0.	After annual deductible is met, member pays 20% up to the out of pocket maximum.
Electro-Shock Therapy	Paid in full for up to 15 sessions per calendar year.	Paid at 80% of R & C after deductible is met for up to 15 sessions per calendar year.	Member pays 100% until annual deductible is met.	Member pays 100% until annual deductible is met, plus 20% after annual deductible is met up to out of pocket maximum.
Home Health Care	Paid in full for 240 visits, including 80 by Home Health Aide, then 40 additional visits paid at 80% after \$250 deductible.	Paid at 80% of R & C after deductible for 240 visits, including 80 by Home Health Aide.	Member pays 100% until annual deductible is met.	Member pays 100% until annual deductible is met, plus 20% after annual deductible is met up to out of pocket maximum.
Outpatient Mental/Nervous (including Drug & Alcohol Outpatient Services)	Paid in full after \$20 co-pay per visit.	Effective October, 2013, paid at 80% of R & C after deductible, with a \$20 co-pay per visit.	Member pays 100% until annual deductible is met.	Member pays 100% until annual deductible is met, plus 20% after annual deductible is met up to out of pocket maximum.
Walk-In Clinic	Paid in full after \$20 co-pay per visit.	Paid at 80% of R & C after deductible is met.	Member pays 100% until annual deductible is met.	Member pays 100% until annual deductible is met, plus 20% after annual deductible is met up to out of pocket maximum.

	PPO Plan		High Deductible Health Plan	
	Network	Out of Network	Network	Out of Network
Benefit Defined				
PRESCRIPTION DRUGS				
Co-pays	Retail - \$10 co-pay for generic; \$25 co-pay for Brand Preferred; and \$40 co-pay for Brand Non-Preferred.	80% with a minimum of \$10 co-pay for generic drugs; \$25 for Brand Preferred drugs; and \$40 for Brand Non-Preferred drugs.	Member pays 100% until annual deductible is met.	Member pays 100% until annual deductible is met, plus 20% after annual deductible is met up to out of pocket maximum.
Mandatory Mail Order	Mandatory mail order (90 day supply of maintenance drugs) after three refills at retail for maintenance drugs with the employee co-pay of \$20 for generic; \$50 for Brand Preferred; and \$80 for Brand Non-Preferred drugs. Maintenance drugs are defined as medications prescribed for chronic, long term conditions taken on a regular, recurring basis.	Mandatory mail order (90 day supply of maintenance drugs) after three refills at retail for maintenance drugs with the employee co-pay of \$20 for generic; \$50 for Brand Preferred; and \$80 for Brand Non-Preferred drugs. Maintenance drugs are defined as medications prescribed for chronic, long term conditions taken on a regular, recurring basis.		

PPO Plan		High Deductible Health Plan	
Benefit Defined	Network	Network	Out of Network
DEDUCTIBLES (Calendar Year)			
Excludes expenses not covered, co-pays, penalty payments and co-insurance payments.	Not applicable, unless otherwise noted.		Per individual - \$250; Individual plus one - \$500 (\$250 per individual, not to exceed \$500 total); Family - \$750 (\$250 per individual, not to exceed \$750 total)
MAXIMUM OUT OF POCKET*			\$1,500/\$3,000
			\$3,000/\$6,000
<p>* The following will not count toward the PPO Out of Pocket maximum:</p> <p>The amount of any reduction in benefits due to the non-use of the Hospital Confinement and Surgical Review Program.</p> <p>Amounts in excess of reasonable and customary charges.</p> <p>Premium sharing costs.</p> <p>Expenses under the Prescription Drug Plan.</p> <p>Expenses under the Dental Plan.</p> <p>Expenses under the Vision Plan.</p> <p>Any co-pay of \$25 or under.</p>			

PPO Plan			High Deductible Health Plan	
Benefit Defined	Network	Out of Network	Network	Out of Network
BENEFITS IF RESIDING IN AN OUT-OF-NETWORK SERVICE AREA				
Employees, retirees, or eligible dependents who reside, or have covered children residing out-of-state, including college residence, and are not in the Network Service Area will be afforded benefits as follows:				
Deductibles:	Same as applied in out-of-network benefits: Individual - \$250; Individual plus one- \$500 (\$250 per individual, not to exceed \$500); Family - \$750 (\$250 per individual, not to exceed \$750)		\$1,500/\$3,000	
Co-pays:	Emergency Room - \$125 (waived if admitted - See Inpatient Hospital copay)			
Benefits:	All other services (same as applied to in-network benefits) Benefits defined and paid as in-network.		Benefits defined and paid as in-network.	
If you are in a Network Service Area but choose to go to an out-of-network provider, you shall be afforded benefits at the out-of-network benefit rate.				
For purposes of this provision, one is considered to be out of the Network Service Area if there is not a general hospital that is in-network within a twenty-five (25) mile radius of one's place of residence, as measured by straight line on a geographic map, not actual road travel distance.				
LIFETIME MAXIMUM BENEFITS				
		As a result of Healthcare Reform there are no lifetime maximums.		
		As a result of Healthcare Reform there are no lifetime maximums.		

GENERAL PLAN PROVISIONS

The plan has been amended for the definition of physician services to include Naturopaths and Acupuncturists as providers.

Office visits provided by Naturopathic physicians will be covered. Ancillary charges, i.e., nutritional supplements, supplies, etc., are excluded.

Payment for any use of any non-network health provider will be made in accordance with the Plan's covered services and reasonable and customary charges. The Town will only accept provider bills for up to the 90th percentile of the reasonable and customary charges. Any charges required by the provider beyond that amount are your responsibility.

Payment for any use of a non-network prescription drug provider will only be made in accordance with the Prescription Drug Plan provisions. In general, this means that you will pay 100% of the claim and submit the bill to the Health Plan Administrator (currently Insurance Programmers) for reimbursement. The Plan Administrator will reimburse you 80% of the bill after allowable co-pays and deductibles.

Covered maximums up to a certain number of days/visits per calendar year are reached by combining in-network and out-of-network benefits up to a limit shown. (Example, if an in-network benefit is for 60 days and out-of-network benefit is for 60 days, the maximum benefit is 60 days, not 120 days.)

SUBROGATION

The Town has the right to any payment received for expenses covered under the Plan.

Note: This summary of benefits has been updated to comply with federal and state requirements, including applicable provisions of the recently enacted federal health care reform laws. As the Town receives additional guidance and clarification on the new health care reform laws, we may be required to make additional changes to this summary of benefits.

April, 2016

Attachment B
Town of West Hartford Outline of Basic Vision Care
(For active employees and eligible dependents only)

<u>Benefit Schedule</u>	<u>In - Network</u>	<u>Non-Network</u>
Eye Examinations		
Comprehensive eye examination performed by Ophthalmologist	100%	\$35 reimbursement
Comprehensive eye examination performed by Optomologist	100%	\$35 reimbursement
Benefit frequency - ages 6 and over	once every 12 months	once every 12 months
Standard Lenses (per pair)		
Single Vision	100%	\$25 reimbursement
Bifocal	100%	\$40 reimbursement
Trifocal	100%	\$55 reimbursement
Lenticular	100%	\$80 reimbursement
Benefit frequency	once every 12 months	once every 12 months
Contact Lenses (per pair)		
Medically necessary	100%	\$165 reimbursement
Elective Selection	100% up to \$75.	\$50 reimbursement
Benefit frequency	once every 12 months	once every 12 months
Frames		
Standard frames (as defined by provider)	100% up to \$75.	\$50 reimbursement
Benefit frequency	once every 12 months	once every 12 months

Attachment C
Town of West Hartford Outline of Dental Benefits

	Town of West Hartford Dental Plan
Calendar Year Deductible	
Individual Deductible	\$50
Family Deductible	\$150
Preventive Services (No Deductible)	100%
-Exams, Cleanings, Bitewing X-Rays (2 per calendar year)	
-X-rays, full mouth series or panoramic (1 per 3 years)	
-Fluoride Treatment (1 per calendar year for children up to age 19)	
-Space Maintainers & Sealants (to age 16)	
Basic Services (After Deductible)	100%
-Fillings, Extractions, Root Canals (Endodontics)	
-Periodontal, Oral Surgery	
-Repair of Dentures & Removable Prosthodontics	
Major Services (After Deductible)	50%
-Crowns & Gold Restorations	
-Bridgework, Full & Partial Dentures	
-TMJ	
Orthodontics (Dependent Children)	50%
Calendar Year Maximum (Per Person)	\$2,000
Orthodontics Lifetime Maximum (Per Person)	\$2,000
Dependent Children are covered to age 19 (25 if full-time student)	

-Participating Dentists agree to pre-file their usual fee for each procedure performed, and accept the lesser of their actual charge, their filed fee, or the carriers established UCR as payment in full. This provides guaranteed co-payment levels and a consistent level of charges to employees. Claims for non-network providers' services are paid based on the lesser of the dentist's actual charge or the prevailing fee as determined by the carrier.

-Deductible is waived for Preventative Services.