

**CONTRACT BETWEEN**  
**THE TOWN OF WEST HARTFORD**  
**AND**  
**LOCAL 1142 OF COUNCIL #4**  
**AFL-CIO**  
**2018 - 2024**



## Table of Contents

Preamble.....	4
ARTICLE I RECOGNITION .....	4
ARTICLE II UNION AND TOWN SECURITY .....	4
ARTICLE III MANAGEMENT RIGHTS .....	5
ARTICLE IV GRIEVANCE PROCEDURE .....	6
ARTICLE V HOLIDAYS .....	7
ARTICLE VI VACATIONS .....	8
ARTICLE VII LEAVE PROVISIONS .....	9
ARTICLE VIII INSURANCE AND PENSION PROGRAM.....	13
Section 1: Health Insurance.....	13
Section 2: Prescription Drug Program.....	15
Section 3: Retiree Health and Prescription Drug Plan.....	16
Section 4 - Health Benefits with Disability Retirement.....	17
Section 5 - Cost Containment.....	18
Section 7 - Long Term Disability .....	18
Section 8 - Vision Care .....	19
Section 9 – Dental Insurance.....	19
Section 10 - Carriers.....	19
Section 11 - Pension.....	19
ARTICLE IX WAGES.....	23
ARTICLE X HOURS OF WORK, OVERTIME AND HOLIDAY PAY.....	26
ARTICLE XI SENIORITY .....	28
ARTICLE XII SAFETY AND HEALTH .....	31
ARTICLE XIII NON-DISCRIMINATION .....	32
ARTICLE XIV MISCELLANEOUS .....	32
ARTICLE X DURATION .....	34

## **Memorandum of Understanding**

<b>Distribution of Overtime .</b>	.	.	.	.	.	.	.	<b>33</b>
<b>Health Care Cost Containment .</b>	.	.	.	.	.	.	.	<b>35</b>
<b>Retiree Health Insurance .</b>	.	.	.	.	.	.	.	<b>39</b>
<b>Reorganization (1997 – 2002) .</b>	.	.	.	.	.	.	.	<b>41</b>
<b>Pension Plan Changes (Post July 1, 2003 Hire) .</b>	.	.	.	.	.	.	.	<b>42</b>
<b>Sick Leave Accrual .</b>	.	.	.	.	.	.	.	<b>44</b>
<b>Domestic Partner Health Insurance .</b>	.	.	.	.	.	.	.	<b>45</b>
<b>Health Insurance Co-Pay changes .</b>	.	.	.	.	.	.	.	<b>46</b>
<b>Pension Normal Unreduced Examples .</b>	.	.	.	.	.	.	.	<b>47</b>
<b>Pension Supplemental .</b>	.	.	.	.	.	.	.	<b>48</b>
<b>Pension COLA .</b>	.	.	.	.	.	.	.	<b>49</b>
<b>Pension Contribution .</b>	.	.	.	.	.	.	.	<b>50</b>
<b>Sick Leave Accrual at separation .</b>	.	.	.	.	.	.	.	<b>51</b>

- Attachment A - Outline of Vision Care Benefits**
- Attachment B – Outline of Dental Insurance Benefits**
- Attachment C – Outline of HDHP Plan**
- Attachment D – Family Medical Leave Policy**
- Attachment E - State Partnership Plan**
- Attachment F – AFSCME Membership Card**

### **Preamble**

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

### **ARTICLE I** **RECOGNITION**

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

### **ARTICLE II** **UNION AND TOWN SECURITY**

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

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

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

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

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

**ARTICLE III**  
**MANAGEMENT RIGHTS**

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

- (a) To determine the care, maintenance and operation of equipment and property used for and on behalf of the purposes of the Town.
- (b) To establish or continue policies, practices and procedures for the conduct of Town business, and from time to time, to change or abolish such policies, practices, or procedures.
- (c) To discontinue processes or operations or to discontinue their performance by employees.
- (d) To select and to determine the number and types of employees required to perform the Town's operations.
- (e) To employ, transfer, promote or demote employees, or to lay off, terminate or otherwise relieve employees from duty for lack of work or other legitimate reasons when it shall be in the best interests of the Town or the department.
- (f) To prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the Town, provided such rules and regulations are made known in a reasonable manner to the employees affected by them.
- (g) To insure that incidental duties connected with departmental operations whether enumerated in job descriptions or not, shall be performed by employees.
- (h) To establish contracts or sub-contracts for municipal operations, provided that this right shall not be used for the purpose or intention of undermining the Union or of discriminating against its members. All work customarily performed by the employees of the bargaining unit shall continue to be so performed unless in the sole judgment of the Town it can be done more economically or expeditiously otherwise.
- (i) To create job specifications and revise existing job specifications as deemed necessary.

**3.1** The above rights, responsibilities and prerogatives are inherent in the Town Council and the Town Manager by virtue of statutory and charter provisions and are not subject to delegation in whole or in part. Such rights may not be subject to review of determination in any grievance or arbitration proceeding, but the manner of exercise of such rights may be subject to the grievance procedure described in this agreement.

**ARTICLE IV**  
**GRIEVANCE PROCEDURE**

**4.0**

(a) No permanent employee shall be discharged, reduced in rank or compensation, suspended without pay or disciplined in any other manner except for just cause. Whenever any employee is so disciplined, the Department Head or 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. No employee shall be discharged except after a suspension of not less than twenty-four (24) hours pending investigation of the case by the Department Head.

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

(c) Adjustment of all grievances shall be sought as follows, except that grievances over a disciplinary action may at the discretion of the Union be started at Step 3 of this Section:

**Step 1** (A) The aggrieved employee shall first notify his/her immediate supervisor of the nature of the grievance within six (6) days after the occurrence giving rise to the grievance.

(B) If such grievance is not resolved to his/her satisfaction within four (4) days after such notification, then within ten (10) days after the original notification to the immediate supervisor, the Union shall submit such grievance in writing to the Department Head, setting forth the facts of the grievance, the contract provisions in question (if any), and the remedy requested. Within five (5) days after said Department Head receives such grievance, 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 his/her designated representative shall give the Union his/her answer to the grievance in writing within ten (10) days after such meeting.

**Step 2** If it is not satisfied with the answer of the Department Head or his designated representative to the grievance, the Union within seven (7) days after it receives such answer, may submit such grievance in writing to the Town Manager. Within seven (7) days after the 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 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 arbitration. Arbitration shall be by the Connecticut State Board of Mediation and Arbitration provided that grievances may be submitted to the American Arbitration Association at the option of the Town. The parties agree to participate in mediation prior to an arbitration hearing. Neither party shall reject the mediation process. All costs, if any, for said arbitrator's services shall be borne equally by the Town and the Union, provided that if the Town exercises its option to submit the case to the American Arbitration Association, all costs for said arbitrator's services shall be borne by the Town. The decision of said Arbitrator shall be final and binding on both parties.

(d) The time limits provided for in paragraph "c" of this Article may be extended by agreement of the parties.

- (e) Nothing contained herein shall prevent any employee from presenting their own grievance and representing themselves in Steps 1 through 3 of these procedures.
- (f) Beginning at Step 2, all grievances and answers thereto shall be set forth in letters delivered by hand or certified mail, in which case the Town shall pay the cost.
- (g) Failure at any step to appeal within the specified time limits shall be considered acceptance of the decision rendered. Failure of the Town to render a decision within the specified time limits shall be grounds for appeal to the next step.
- (h) The Town shall comply with Connecticut General Statutes regarding material in a personnel file however, records of disciplinary suspension shall be deemed removed from an employee's file after three (3) years; records of written warning shall be deemed removed after eighteen (18) months.

## **ARTICLE V** **HOLIDAYS**

**5.0** The following holidays shall be observed as days off with pay, and except as specified elsewhere in this Article, shall be celebrated on the dates set forth in Connecticut General Statutes Par. 1-4, Public Act No. 11.

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

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

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

### **5.1**

- (a) Holidays falling on a Saturday shall be celebrated on the preceding day.
- (b) Holidays falling on a Sunday shall be celebrated on Monday.
- (c) Second-shift employees scheduled to work on December 24 and/or December 31 will be scheduled from 10:00 a.m. to 6:00 p.m.
- (d) Nothing in this agreement is to be construed as preventing the Town Manager, with the approval of the Town Council from substituting another day for one of the holidays listed above.

5.2 Whenever any of these holidays shall occur while an employee is out on sick leave, there will be no charge to sick leave for that holiday.

5.3 When a holiday occurs during regular vacation, the employee shall be granted an additional vacation day.

5.4 In order for an employee to be eligible for holiday pay, they must have worked the full-scheduled workday immediately before and after the holiday unless the absence on either of such days was excused in writing by the Town or unless the employee was on paid leave.

5.5 Nothing in this agreement shall in any way abridge the Town's right to schedule employees to work on recognized holidays.

5.6 Any employee who actually works a shift which begins on a day which is officially declared to be a day of mourning or celebration, and on which other Town employees are granted a day off with full pay, shall be paid an additional eight (8) hours pay at his regular rate. This provision shall not apply to days off necessitated by inclement weather or natural disaster or to days off with pay which may be negotiated with other bargaining units. Work assignments on such officially declared days of mourning or celebration shall be made first from among volunteers, then by inverse order of seniority within classification.

## ARTICLE VI VACATIONS

### 6.0

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

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

One year's vacation accrual shall be credited to each employee on July 1st of any year and shall be posted to each employee's credit with the first full paycheck in July of each fiscal year in addition to their accrual as of July 1, 1992. For any new employee such posting shall be for the prorated portion of the fiscal year from date of hire to the end of the fiscal year and shall be made on the first full (10 working days) paycheck after the employee's date of hire. The accrual shall be adjusted down at the appropriate rate for the employee's length of service for each month the employee fails to be in service (pay status) the full month. Any employee who leaves the town service for any reason shall repay the town for any vacation leave taken in excess of what they would have earned on a monthly accrual basis from the first of the fiscal year or date of hire whichever came later. For an employee with prior accumulation of vacation leave said repayment shall be first subtracted from prior accumulated vacation days.

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

<u>Length of Service</u>	<u># of Days Credited</u>	<u>Length of Service</u>	<u># of Days Credited</u>
10 years	1 day	20 years	1 day



11	2 days	21	2 days
12	3 days	22	3 days
13	4 days	23	4 days
14 or 15	5 days	24 or more	5 days

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

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

**6.1** The Department Head or designee shall establish a vacation schedule based on seniority in classification. The Department Head or designee, may, however, limit the number of employees on vacation at any one time because of the operating requirements of the department. Any further change in the established vacation schedule shall be mutually agreed to by the employee and the Department Head whose decision will be final.

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

## **6.2**

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

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

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

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

## **ARTICLE VII** **LEAVE PROVISIONS**

**7.0** Sick leave shall not be considered as an entitlement which an employee may use at his discretion, but shall be allowed only in the case of necessity arising from actual sickness or disability of the employee, or to meet dental appointments, or to take physical examinations or other sickness prevention measures. At least twenty-four (24) hours' advance notice of doctor and dentist appointments is required unless the appointment is made within such twenty-four (24) hour period. Sick leave with pay shall accrue to the credit of each classified employee as follows and subject to the restrictions listed below.

(a) Sick leave with pay shall accrue to the credit of each classified employee at the rate of one and one quarter (1-1/4) working days for each full month of service to a maximum accrual of one hundred fifty (150) working days. One year's sick leave accrual (15 days) shall be credited each July 1st of any year and shall be

posted to each employee's credit with the first full paycheck in July of each fiscal year in addition to their carry over accrual on July 1, however sick leave shall not accrue more than one hundred-fifty (150) days. For any new employee such posting shall be for the portion of the fiscal year from date of hire to the end of the fiscal year and shall be made on the first full (10 working days) paycheck after the employee's date of hire. The accrual shall be adjusted down, at a rate of one and one-quarter (1 1/4) days, for each month an employee fails to be in service (pay status) the full month. Any employee who leaves the town service for any reason shall repay the town for any sick leave taken in excess of what they would have earned on a monthly accrual basis from the first of the fiscal year or date of hire. For employees with prior accumulation of sick leave said repayment shall be first subtracted from prior accumulated sick days.

(b) No provision of these rules is to be construed as preventing any Department Head with the concurrence of the Town Manager from withholding sick leave for just cause from any employee under their jurisdiction.

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

(d) In all cases sick leave with pay in excess of five (5) consecutive work days will be granted only when a certificate from a licensed physician, verifying the need for sick leave, has been submitted to the Department Head. However, a Division Head may require such a certificate for sick leave of any duration if abuse of Article VII is indicated.

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

(f)

(i.) Upon separation from Town service for any reason except retirement under the Town pension plan, unused sick leave shall revert to the Town. There shall be no sick leave buy-out for employees who separate from Town service and vest for purposes of their pension benefit, or for employees hired after August 1, 2016 who retire from Town service.

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

(iii) For employees hired prior to July 1, 2003, for purposes of calculating pension benefits only, sick leave shall be calculated as one-half (1/2) the sick leave accrued to the employee's credit up to one hundred twenty (120) working days accrual (i.e., sixty (60) working days payment), plus one-tenth (1/10) of the additional sick leave accrual to the employee's credit up to an additional thirty (30) working days accrual (i.e., three (3) working days payment).

(iv) An employee eligible to have a portion of accrued sick leave included in 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:

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

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

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

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

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

An employee may utilize up to ten (10) additional days accrued sick leave in any fiscal year for the birth, adoption or foster care of a child or the serious health condition of a child, parent or spouse in accordance with FMLA provisions.

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

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

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

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

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

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

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

(b) Not more than an aggregate total of ten (10) days of leave from scheduled duty shall be granted annually with pay under this section, but leave without pay aggregating an additional ten (10) days may be granted annually by the Department Head.

(c) The Department Head may deny a request for either paid or unpaid leave submitted under the section if, in their opinion, the absence from duty of the employee or their alternate during the period of requested leave would be seriously detrimental to the best interests of the department because of operating requirements. When such leave is for a longer period than one (1) day, the Department Head may deny leave to any more than two (2) employees who would otherwise be on scheduled duty during any part of the proposed period of leave.

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

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

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

(a) Jury duty.

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

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

(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.

## **7.5**

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 October 27, 1998 the supplement referred to in Section 7.5 (A) above shall be calculated so that the net take home amount the employee receives while on workers' compensation shall not be more than they would have otherwise received if they were not on workers' compensation.

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

payments paid to them up to the limit of such recovery, in the same manner that workers' compensation payments are reimbursed under applicable law.

**7.6** Any employee may request a leave of absence without pay, which may be granted or denied by the Department Head after consultation with the Personnel Director. If such leave is granted, the employee and dependents shall remain enrolled in the Town's medical insurance plans, with the employee maintaining their contribution toward the cost of their health benefit, for the month in which the leave commences plus one (1) additional month (six (6) additional months in the case of leave without pay for medical reasons, as verified by a physician's certification), and the employee paying the fully insured cost if he wishes to continue such coverage thereafter. If the employee allows the coverage to lapse, the Town will assure that upon return to active employment the coverage will resume immediately without a waiting period. The employee shall not accrue vacation or sick leave for any calendar month during which the employee fails to be in service (pay status) the full month, but upon his return such benefits will be reinstated at the same level they existed when the leave began. Employees shall not be paid for holidays or other paid leave while on leave without pay. Administration of other benefits shall be in accordance with applicable provisions of the Personnel Rules and Pension Plan.

## **ARTICLE VIII**

### **INSURANCE AND PENSION PROGRAM**

#### **8.0 Section 1: Health Insurance**

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

(1.) The annual In-Network deductible for the HDHP option shall be \$1,500 for individual coverage and \$3,000 for family coverage. The annual Out-of-Network deductible shall be \$1,500 for individual coverage and \$3,000 for family coverage. For the purpose of satisfying the plan deductible, all claims shall be cross cumulative (i.e., inclusive of In-Network and Out-of-Network). Thereafter, for the purpose of satisfying the Out-of-Network deductible, all claims shall be paid at an eighty percent (80%) Town paid and twenty percent (20%) employee split. The maximum annual total out of pocket expense shall be \$3,000 for individual coverage or \$6,000 for family coverage. Prescription drug coverage shall be included in all deductible calculations.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

D. After initial enrollment, an employee may modify coverage only during the annual enrollment period, except for changes in family status by birth, death, adoption, marriage, or involuntary loss of coverage due to extenuating circumstances within thirty (30) days of the change date.

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

F. Effective November 19, 1992, the Town shall provide a Tax Savings Plan within the meaning of Section 125 of the Internal Revenue Code of 1986, as amended, and the income designated by the employee in compliance with such plan shall be excludable from the employee's taxable income as provided by law.

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

## **Section 2: Prescription Drug Program**

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

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

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



### **Section 3: Retiree Health and Prescription Drug Plan**

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

2. For purposes of this Section, employees who are not members of the Town pension plan on December 31, 1985, either because they are hired after that date or because on their date of hire they did not qualify for participation in the plan, the term “retired employee” shall be limited to those who are eligible to receive, and who actually do receive, a normal (unreduced) retirement benefit under the Town pension plan immediately upon separation from Town service.

B. Each individual retired employee and any eligible and enrolled dependents shall be eligible to participate in the same health and prescription drug programs which they enjoyed immediately prior to retirement. Such plans are described in Sections 1 and 2 of this Article and include the same co-pays, deductibles, and other terms and conditions.

C. Employees hired prior to July 1, 1986, who actually receive, either an early (reduced) or normal (unreduced) retirement benefit under the Town pension plan immediately upon separation from Town service shall be eligible to receive health insurance benefits in accordance with past practice and provisions of the Memorandum of Understanding dated November 17, 1992 concerning retiree health insurance benefits.

D. 1. Employees hired on or after July 1, 1986 and prior to October 27, 1998, who retire with a normal (unreduced) retirement benefit immediately upon separation from Town service, shall pay 7% of the fully insured rate for the individual or dependent coverage desired, for continued coverage of the health program that they enjoyed immediately prior to retirement. Payment shall be made to the Town until the retiree reaches Medicare eligibility. The Town shall provide and pay the cost of retiree health insurance coverage thereafter, in accordance with Section 3 (F)(1), (2), and (3) of this Article.

2. Employees hired on or after October 27, 1998, but prior to July 1, 2003, who retire with a normal (unreduced- and with eligibility at age 55 with 25 years of service or 30 years of service) retirement benefit immediately upon separation from Town service, shall pay fifteen percent (15%) of the fully insured rate for the individual or dependent coverage desired for continued coverage of the health program that they enjoyed immediately prior to retirement. Payment shall be made to the Town until the retiree reaches Medicare eligibility. The Town shall provide and pay the cost of retiree health insurance coverage thereafter, in accordance with Section 3 (F)(1), (2) and (3) of this Article.

3. Employees hired on or after October 27, 1998, but prior to July 1, 2003, who retire with a normal (unreduced- and with eligibility at age 60 with 10 years of service) retirement benefit immediately upon separation from Town service, shall pay thirty percent (30%) of the fully insured rate for the individual or dependent coverage desired for continued coverage of the health program that they enjoyed immediately prior to retirement. Payment shall be made to the Town until the retiree reaches Medicare eligibility. The Town shall provide and pay the cost of retiree health insurance coverage thereafter, in accordance with Section 3 (F)(1), (2) and (3) of this Article.

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

E. 1. Employees hired on or after July 1, 2003 but prior to August 1, 2016, who retire with a normal retirement benefit (unreduced – and with eligibility at age 65 with 15 years of service or 35 years of service) immediately upon separation from Town service, shall pay 25% of the fully insured rate for individual coverage and at 50% for



dependent coverage of the health program that they enjoyed immediately prior to retirement. Payment shall be made to the Town until the retiree reaches Medicare eligibility.

2. Employees hired on or after August 1, 2016, who retire with a normal retirement benefit (unreduced and with eligibility at age 65 with 15 years of service or 35 years of service) immediately upon separation from Town service, shall pay 50% of the fully insured rate for the individual or dependent coverage elected. The health program shall be the same health and prescription drug program as the employee enjoyed immediately prior to retirement until the retiree reaches Medicare eligibility. At Medicare eligibility, provisions of Section 3 (F) shall apply. Payment shall be made to the Town as long as the retiree is receiving retiree health benefits (pre- and post-65) through the Town's insurance plan(s).

F. 1. 1. At Medicare eligibility, the retired employee's health insurance coverage shall be converted, at the employee's option, to either a Medicare Supplement or Medicare Risk (HMO) Plan; and continuation in either Plan is contingent upon conditions established by the carrier. The Medicare Supplement Plan shall be provided by the Town to the retiree without cost sharing for employees hired prior to August 1, 2016.

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

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

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

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

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 service).

#### **Section 4 - Health Benefits with Disability Retirement**

A. Effective October 27, 1998, any employee who retires with a disability pension under Section 30 - 14 of the Pension Ordinance, and, has at least 10 years of consecutive and continuous years of service with the Town immediately prior to retirement, shall be eligible to receive health benefits in the following manner:

1. The employee shall receive the same health benefit that is applicable to active employees in the same bargaining unit that the employee was in immediately prior to their disability retirement. Any change in the health plan for active employees shall also change the health plan for the retiree. At Medicare eligibility, the health plan shall convert to the Medicare Supplement Plan or Medicare Risk (HMO) Plan. The retiree shall continue to contribute toward the cost of the Plan as defined in Section 4 (A)(2) of this Article.

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

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

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

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

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

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

#### **Section 5 - Cost Containment**

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

#### **Section 6 - Life Insurance**

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

B. Effective October 27, 1998, each employee pensioned will have their group life insurance automatically reduced from \$50,000 to \$25,000. This reduction will become effective as specified in the group life insurance plan. The cost of such reduced life insurance for each pensioned employee who retires shall be paid by the Town. The balance of each retired employee's group life insurance may be converted and paid for by the retired employee in accordance with the terms of the group life insurance plan.

#### **Section 7 - Long Term Disability**

Effective May 24, 2016, the Town shall provide for active employees disability insurance coverage with the following features: 180 day waiting period, benefit of 60% of pay with \$4,000 monthly maximum and with offset for any other disability income, benefits to age 65, disability defined as unable to engage in own occupation for first two (2) years and unable to engage in any occupation thereafter.

## **Section 8 - Vision Care**

Effective October 14, 2003, the Town shall provide and pay the cost, for active employees and qualified dependents, for a "basic" networked vision care program as outlined in Attachment A. For each retiree eligible for health insurance benefits as defined in Article VIII, Section 3 (B), (C), (D)(1), (E), and (F) and their eligible dependents, one (1) vision examination related to refractive errors shall be provided per year and be paid in full after an office visit \$20.00 copayment up to reasonable and customary charges while covered by the Town's PPO Plan, until eligibility for the Medicare Supplement plan, or Medicare Risk (HMO) Plan as per practice.

## **Section 9 – Dental Insurance**

Effective October 14, 2003, the Town shall provide a full service dental plan as outline in Attachment B. Effective May 24, 2016, each bargaining unit member may elect to be enrolled in the Plan and pay 25% of the fully insured rate of the fully insured rate for individual coverage and 50% of the fully insured rate for dependent coverage. Employees and eligible dependents may be enrolled during the open enrollment period and must remain participants for at least twelve (12) months. Eligible dependents may include dependent children to age 19, or age 25, if full time student. Participation in the Dental Plan is limited to active employees, unless otherwise required by applicable law.

## **Section 10 - Carriers**

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

## **Section 11 - Pension**

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

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

Additionally, the Town shall contribute an amount equal to 2.25% of the employee's base wage to a 401(a) Plan. The Employee shall also allocate 2.25% of his/her base wage to the 401(a) Plan. The Plan shall be in compliance with IRS regulations.

3. An employee shall provide their department director thirty (30) days' notice of their intent to retire under the Town of West Hartford Pension Plan, except in cases of emergency.

B. For bargaining unit employees who are Part B members of the Pension Plan, Section 30-19 of the Pension Ordinance shall be modified, effective October 27, 1998, so that:

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

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

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

D. Effective January 1, 2016, and in each calendar year thereafter, the Town shall match, on a dollar-to-dollar basis, the employee's contribution to a 457 deferred compensation program. The Town's contribution shall not exceed 1.25% of base wages for employees hired prior to July 1, 2003 and 1.5% of base wages for employees hired after July 1, 2003 and shall start with the employee's first contribution of the calendar year. Effective upon the signing of this agreement all employees are eligible for the Town's match above.

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

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

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

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

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

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

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

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

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

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

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

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

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

- b. Any member hired by the Town on or after July 1, 2003 shall be eligible for retirement from active service and for a normal unreduced retirement allowance if he or she shall have attained the age of 65 years and completed 15 years of credited service or completed 35 years of credited service, or attained the age of 70 years.
  2. For bargaining unit members hired before July 1, 2003, the Pension Ordinance shall be modified to reflect the following:
    - a. Each member of Part B hired before July 1, 2003 and retiring on or after July 1, 2003 who is covered under a collective bargaining agreement with AFSCME, Local 1142 shall receive an annual amount equal to 2% of the member's average final compensation multiplied by the member's years of credited service up to 30 years. If such member earns 30 or more years of credited service with the town (not including any buy back of time) they shall receive an annual amount equal to 70% of the member's average final compensation. Members with years of service prior to January 1, 1986 are subject to a social security offset for years worked prior to January 1, 1986 as outlined in Section 30-18 of the Pension Ordinances, as amended from time to time.
  3. For bargaining unit employees who are Part B members of the Pension Plan and who are employed by the Town as of June 30, 2003, the Pension Ordinance shall be modified to reflect the following:
    - a. Each member hired before July 1, 2003 and retires on or after July 1, 2003 shall be eligible to receive a supplemental benefit if such member does not retire for at least one year after becoming eligible to retire following attainment of 55 years of age and completion of 25 years of credited service or attainment of 60 years of age and completion of 10 years of credited service. The amount of the supplemental benefit that is accrued for such member shall be \$600 at the end of the first year for which retirement is deferred following satisfaction of the pertinent age and service requirements, and increased by an additional \$600 at the end of each additional year for which retirement is deferred.
    - b. This supplemental benefit shall be paid for the life of the member as of each July 1 following his or her retirement. As of the first July 1 following the date of death, there shall be a payment equal to the amount that would have been paid had the member not died. No other benefits will be paid pursuant to this supplemental benefit following the date of the member's death.
    - c. The pension supplement shall not be calculated in the cap calculation. The years of credited service and/or buy-back of years from other employment are still capped at 35. However, the supplement will be added to an employee's pension above the cap amount.
  4. The parties agree that for the duration of this 2002-2007 collective bargaining agreement, and in negotiations for the next four succeeding collective bargaining agreements between the parties, any change in the age and/or years of service for a normal pension retirement shall not be a mandatory subject of bargaining. The parties further agree that this provision may be extended by mutual agreement of both parties.

H. The Pension Ordinance shall be modified effective July 1, 2003 to reflect the following early retirement eligibility standard:

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

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

**AVERAGE FINAL COMPENSATION** – The average annual compensation of a member during the three highest paid years of service prior to and including the last full month of employment. For employee's hired on or after July 1, 2003 the average final compensation shall not exceed the member's highest base pay for any calendar year.

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

**ARTICLE IX**  
**WAGES**

**Section 9.0**

The schedule below shows the hourly rates of pay to become effective for labor and trade positions effective on the date specified below:

<b>Streets Maintainer I</b>									
Effective Date	% Increase	A	B	C	D	E	F	G	CDL-A.25
7/1/2018	2.00%	\$26.42	\$27.24	\$28.12	\$29.05	\$30.05	\$31.01	\$32.11	\$32.36
7/1/2019	2.00%	\$26.95	\$27.78	\$28.68	\$29.63	\$30.65	\$31.63	\$32.75	\$33.00
7/1/2020	2.00%	\$27.49	\$28.34	\$29.25	\$30.22	\$31.26	\$32.26	\$33.41	\$33.66
7/1/2021	1.00%	\$27.76	\$28.62	\$29.54	\$30.52	\$31.57	\$32.58	\$33.74	\$33.99
7/1/2022	1.50%	\$28.18	\$29.05	\$29.98	\$30.98	\$32.04	\$33.07	\$34.25	\$34.50
7/1/2023	2.00%	\$28.74	\$29.63	\$30.58	\$31.60	\$32.68	\$33.73	\$34.94	\$35.19

<b>Streets Maintainer II, Sign Maintenance Worker</b>									
Effective Date	% Increase	A	B	C	D	E	F	G	CDL-A.25
7/1/2018	2.00%	\$28.11	\$29.04	\$29.99	\$31.00	\$32.06	\$33.05	\$33.83	\$34.08
7/1/2019	2.00%	\$28.67	\$29.62	\$30.59	\$31.62	\$32.70	\$33.71	\$34.51	\$34.76
7/1/2020	2.00%	\$29.24	\$30.21	\$31.20	\$32.25	\$33.35	\$34.38	\$35.20	\$35.45
7/1/2021	1.00%	\$29.53	\$30.51	\$31.51	\$32.57	\$33.68	\$34.72	\$35.55	\$35.80
7/1/2022	1.50%	\$29.97	\$30.97	\$31.98	\$33.06	\$34.19	\$35.25	\$36.08	\$36.33
7/1/2023	2.00%	\$30.57	\$31.59	\$32.62	\$33.72	\$34.87	\$35.94	\$36.80	\$37.05

<b>Sign Maintenance Worker Lead</b>								
Effective Date	% Increase	A	B	C	D	E	F	G
7/1/2018	2.00%	\$29.53	\$30.46	\$31.54	\$32.56	\$33.63	\$34.72	\$35.64
7/1/2019	2.00%	\$30.12	\$31.07	\$32.17	\$33.21	\$34.30	\$35.41	\$36.35
7/1/2020	2.00%	\$30.72	\$31.69	\$32.81	\$33.87	\$34.99	\$36.12	\$37.08
7/1/2021	1.00%	\$31.03	\$32.01	\$33.14	\$34.21	\$35.34	\$36.48	\$37.45
7/1/2022	1.50%	\$31.50	\$32.49	\$33.64	\$34.72	\$35.87	\$37.03	\$38.01
7/1/2023	2.00%	\$32.13	\$33.14	\$34.31	\$35.41	\$36.59	\$37.77	\$38.77

<b>Heavy Equip. &amp; Auto Mechanic, Signal Support Technician, Street Light Technician, Crew Leader Streets Division,</b>								
Effective Date	% Increase	A	B	C	D	E	F	G
7/1/2018	2.00%	\$32.52	\$33.32	\$34.19	\$35.04	\$35.91	\$36.79	\$37.36
7/1/2019	2.00%	\$33.17	\$33.99	\$34.87	\$35.74	\$36.63	\$37.53	\$38.11
7/1/2020	2.00%	\$33.83	\$34.67	\$35.57	\$36.45	\$37.36	\$38.28	\$38.87
7/1/2021	1.00%	\$34.17	\$35.02	\$35.93	\$36.81	\$37.73	\$38.66	\$39.26
7/1/2022	1.50%	\$34.68	\$35.55	\$36.47	\$37.36	\$38.30	\$39.24	\$39.85
7/1/2023	2.00%	\$35.37	\$36.26	\$37.20	\$38.11	\$39.07	\$40.02	\$40.65

<b>Signals System Technician</b>								
Effective Date	% Increase	A	B	C	D	E	F	G
7/1/2018	2%	\$36.20	\$37.41	\$38.74	\$40.05	\$41.40	\$42.78	\$44.40
7/1/2019	2%	\$36.92	\$38.16	\$39.51	\$40.85	\$42.23	\$43.64	\$45.29
7/1/2020	2%	\$37.66	\$38.92	\$40.30	\$41.67	\$43.07	\$44.51	\$46.20
7/1/2021	1%	\$38.04	\$39.31	\$40.70	\$42.09	\$43.50	\$44.96	\$46.66
7/1/2022	1.5%	\$38.61	\$39.90	\$41.31	\$42.72	\$44.15	\$45.63	\$47.36
7/1/2023	2%	\$39.38	\$40.70	\$42.14	\$43.57	\$45.03	\$46.54	\$48.31

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

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

### **9.1**

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

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

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

**9.2** The Town reserves the right to grant annual merit pay increases. Salary increases within an established range shall depend primarily upon recommendations of merit by the Department Head. Salary increases shall not be predicated solely upon the length of service. Increases shall be given only upon certification by a Department



Head that the employee has maintained a satisfactory level of performance throughout the preceding year. It shall be the responsibility of the Division Head to inform any employee who, in his opinion, is not maintaining such a satisfactory level of performance. If, after such notice, the employee's performance does not improve, his merit increment may be withheld until the following quarterly merit increment date, at which time the Division Head shall again review the employee's performance. Increases in excess of one step or more often than once per year shall be reserved for exceptional performance and shall be given only with the approval of the appointing authority. Salary increases will normally be made effective the first pay period of the fiscal quarter starting closest to the employee's anniversary date of step advancement.

**9.3** Effective July 1, 1998, after ten (10) years of consecutive and continuous full time Town service and after every five (5) years of consecutive and continuous service thereafter, an employee will be awarded a lump sum payment as set forth below, subject to normal payroll deductions:

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

Payment shall be made within 30 days after the employee's anniversary date of employment for those years of service when such longevity payments are required. There will be no prorating of longevity pay upon separation from Town service for any reason.

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

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

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

**9.7** Any employee affected by the allocation or reallocation of a position or by any changes in the classification plan or job descriptions or who believes his position is not properly classified, may request the Director of Personnel to review such position. Within thirty (30) days after receipt of such request, the Director of Personnel shall cause a study of the facts to be made and shall meet with the employee(s) and/or his

representative(s) for the purpose of such review. The Director of Personnel shall render a decision in writing to the employee, the Union, and the Department Head within thirty (30) days after such meeting. If the employee is not satisfied with the decision of the Personnel Director, he/she may within ten (10) days thereafter, submit an appeal to the Personnel Board. Said Board shall hear and act on such dispute in accordance with its rules of procedure and render a decision which shall be final and binding on all parties. The time limits specified herein may be extended by agreement of the parties.

**9.8** A differential of five percent (5%) of the employee's hourly rate shall be paid for any work actually performed on any day during which an employee is assigned to a night shift. No differential shall be paid for work performed on a day on which an employee is not assigned to a night shift, or for any day on which no work is performed. The term "night shift" shall mean any shift starting before 6:30 a.m. or ending after 6:30 p.m.

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

#### **ARTICLE X** **HOURS OF WORK,** **OVERTIME AND HOLIDAY PAY**

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

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

**10.1**

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

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

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

(a) Work performed on any day of the week that is not included in the posted schedule, or on any day that is observed as a holiday because of the operation of Article V, Section 5.1(a) and (b).

(b) Work performed on any day that is included in the posted schedule if such work causes the employee to have worked more than eight (8) hours per day or forty (40) hours in that week. There shall be no duplication or pyramiding of overtime or premium pay for the same hours worked.

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

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

**10.4**

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

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

**10.5** An employee shall be deemed to have been "called in" only when notified, after punching off the preceding regular shift, of work to be done. If such notice is received before punching out, the employee shall be deemed to have worked continuously for purposes of this Section. Only hours between the regular quitting time and two (2) hours before the next day's starting time are subject to call-in provisions during the regular work week. (refer to updated attached MOU)

**10.6** If any employee who has completed a called-in assignment and has entered their residence and is called in for other emergency work during the same day, he/she shall be paid in the same manner as the original call-in.

**10.7**

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

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

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

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

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

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

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

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

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

## **ARTICLE XI** **SENIORITY**

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

### **11.1**

**(a)** New employees shall serve a probationary period of six (6) months, and shall have no seniority rights during this period, but shall be subject to all other provisions of this agreement. All employees who have completed their probationary period shall be full-time employees and shall acquire length of service records as of the date of their employment.

**(b)** At least fifteen (15) days prior to the expiration of the new employee's probationary period, the appointing authority shall notify the Personnel Director, the employee and the union in writing that the services of

the employee were satisfactory, and they will continue the employee, who shall receive a regular appointment in the position; or that the services of the employee were unsatisfactory based on the authority's working test and that they will not continue the employee in the position. Upon such removal, the appointing authority shall report to the Personnel Director and to the employee removed, his actions and reasons therefor. No appeal is allowable from dismissal during the probationary period.

## **11.2**

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

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

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

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

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

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

## **11.3**

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

(b) In the event of layoffs among regular full-time employees within a particular classification, employees in that classification shall be laid off in reverse order of seniority. In lieu of layoff, an affected employee may elect to replace any less senior employee who is the least senior employee in any equivalent or lower job classification for which they are qualified in the same Division and such replaced employee may exercise the same right. An affected employee has no option but to accept layoff when there is no less senior employee in any equivalent or lower job classification in the same Division.

(c) Employees on layoff shall retain recall rights for a period of two (2) years from the date of layoff, or a period equal to their seniority at the time of layoff, whichever is less. Recall shall be in order of seniority and no new employee shall be hired in a given classification until all employees laid off from that classification have been given an opportunity to return to work. An employee who is recalled shall be so notified by certified mail, return receipt requested, and shall be expected to report for duty not more than five (5) days after receipt of such notification. The time limit may be waived by agreement of the parties for a good cause. Recalled employees shall return to the same status they held on the date of layoff in terms of classification, pay rate within classification, vacation and sick leave accumulation, if any, seniority, and all other benefits (including pension, to the extent permitted by ordinance). However, no seniority, leave time, or other benefits shall accrue during the period of layoff. Recall shall be to the employee's former classification within the division or to any class within the division which the employee is qualified as long as all promotional opportunities for existing active employees have been exhausted.

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

(e) Anyone hired after January 1, 1992 will be laid off prior to anyone hired prior to January 1, 1992 regardless of classification or division. Employees hired after January 1, 1992 shall be laid off in accordance with the terms of Article XI, Section 11.3 (a) and (b) of this collective bargaining agreement.

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

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

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

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

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

(b) The duration of the assignment shall be three (3) months, except the duration may be shorter when the assignment is to cover an absence due to vacation, sick leave or workers compensation. The duration may be shortened or extended by mutual agreement between the Town and the Union. If additional assignments and/or

vacancies are established prior to the duration posted at the time of the bid, the bid shall be reopened on posting of the additional assignments. Changes in shift will commence on Sunday.

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

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

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

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

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

A. As a result of the employer contracting out or as a result of reassigning to the Board of Education any of this bargaining unit's present work or services, no bargaining unit employee shall be transferred, demoted, have 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 as a result of this reassigning to the Board of Education.

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

1. the employer may use supervisors and employees from other bargaining units to temporarily supplement and support the work of this bargaining unit after all work assignments have been issued to other available and qualified personnel and there is a shortage of bargaining unit personnel to complete the tasks of the division and provided the use of said supervisors or employees from other bargaining units does not result in the reduction in standard work hours, lay off, demotion, transfer or loss of wage rate for members of this bargaining unit with the understanding that the Town may use supervisors and employees from other bargaining units, in situations of limited duration, that would not have otherwise caused the Town to use an employee on overtime; and

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

## **ARTICLE XII**

### **SAFETY AND HEALTH**

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

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

**12.3** The Town will provide eleven (11) uniforms, five (5) T-shirts, and uniform cleaning service. Employees shall be issued two (2) pairs of steel-capped shoes each year, and shall be issued either a full or three-quarter



length insulated winter jacket (employee's choice) twice in every three (3) contract years. Employees shall also be issued three (3) T-shirts with the Town's insignia and shall be permitted to buy more at cost. Bid specifications for shoes shall be limited to Knapp, Hi-Test, or other mutually agreed brands. All employees are required to wear their uniforms, shoes and safety equipment (when needed) while on duty unless excused by medical certification or other circumstances beyond their control, such as loss or damage to uniforms by the cleaning service. Town issued T-shirts may be substituted for uniform shirts in hot weather.

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

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

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

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

### **ARTICLE XIII** **NON-DISCRIMINATION**

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

### **ARTICLE XIV** **MISCELLANEOUS**

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

**A.** Receive, upon request, and in conjunction with the Pension Ordinance and rules, a refund of all pension contributions, except the 1% pension COLA contribution, and

**B.** Give up all rights, now and in the future, to any pension benefits and retirement medical benefits.

**Section 2** The Town shall provide full financial assistance for required educational courses and training programs which are job related and designed to improve the employee's chances for promotion. For courses which are voluntary, reimbursement shall be provided at the Town's discretion. In exercising that discretion, the Town may establish a committee of management members to review requests, and may adapt reasonable restrictions on reimbursement in order to ensure that available funds are distributed equitably. In order to be reimbursed the employee must complete the course with a passing grade of at least C. Total reimbursement will be 70% of costs for a grade of C or above, 80% of costs for a grade of B or above and 90% of costs for a grade of A or above. One-quarter of total reimbursement will be paid upon completion with a satisfactory grade, and the remainder will be reimbursed at the rate of \$100 per month thereafter. Monthly payments shall end when the employee has been reimbursed the full amount to which he or she is entitled under the tuition reimbursement program, or when he or she leaves the Town service, whichever comes first.



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

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

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

**ARTICLE XV**  
**DURATION**

**15.0** This Contract shall be in full force and effect from the date of execution, provided that wages and other benefits which can be implemented retroactively shall be in full force and effect from July 1, 2018. It shall continue in effect through June 30, 2024, and thereafter unless amended or modified in the manner described below, or terminated in accordance with the law. Wage increases and other changes which bear an effective date prior to the ratification of this agreement shall be implemented retroactive to the date indicated. All other changes shall be implemented as soon as possible after the ratification of this agreement.

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

**15.2** Between the first day of January and the first day of February in any calendar year beginning with 2024, either party may notify the other that it wishes to amend or modify the Contract as of the next succeeding first day of July. Within thirty (30) days of such notification, the party receiving the notification shall meet with the other party to discuss the proposed amendments or modifications.


**15.3** IN WITNESS WHEREOF, the parties hereto have set their hands on this 27 day of July, 2022

TOWN OF WEST HARTFORD

LOCAL 1142, COUNCIL #4, AFSCME

By   
Rick Ledwith  
Town Manager

  
Travis Cromack, Business Representative

  
\_\_\_\_\_  
\_\_\_\_\_

  
\_\_\_\_\_  
\_\_\_\_\_

# MEMORANDUM OF UNDERSTANDING

## Distribution of Overtime

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

(a) It shall be understood that the following methods apply to all employees in a given classification.

(b) The term "not available" shall mean that an employee:

1. is not working when overtime is offered to employees who are working, unless he is working another shift on the same day:

2. or was absent without authorized leave at the end of his last regular work day before the overtime is actually worked:

3. or cannot be reached by the same method used to reach other employees when the overtime is offered, unless he is working another shift on the same day:

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

(c) An employee who is offered overtime and actually works the overtime shall be charged for the hours worked regardless of what job classification he is working in at the time, unless exempted from being charged by Article 10.1 (b) of the contract.

(d) An employee who is offered overtime and refuses it, or accepts it, but does not work it, or is "not available" when it is offered, shall be charged for the number of hours worked by the employee who does accept the offer, unless exempted from being charged by Article 10.1 (b) of the contract.

(e) An employee who, on a Thursday, is offered and accepts a weekend overtime assignment, and then is absent from work on Friday due to illness, shall call in at least one-half (1/2) hour before the end of the day shift and give notice of whether or not he expects to work the overtime.

(f) An employee who is offered and accepts an overtime assignment and then is not able to work the assignment shall give notice of this before the assignment begins unless he has already given notice under paragraph (e) above.

(g) An employee who accepts an overtime offer of known duration and reports to work for the overtime shall work the full duration of the assignment unless he is unable to do so because of unforeseen circumstances beyond his control, or has previously arranged to work less time. In any event, he shall be charged for the full duration of the overtime assignment.

(h) An employee who is not at work when overtime is offered, but is expected to come to work and is at work at least one (1) hour before the end of the work period, shall be offered the overtime the same as if he had

been working when the overtime was first offered. This paragraph shall apply to Fleet Maintenance employees only if the Union so notifies the Town in writing.

(i) An employee who is "not available" when overtime is offered may notify a Streets Supervisor or the dispatcher that he wants to work. Such notice must be given at least fifteen (15) minutes before the end of the day shift or release of the major portion of an overtime crew. Such employees shall then be offered the overtime only if all other employees, including employees in equal and higher classifications traditionally used for the given assignment in the absence of properly classified employee and employees on a current eligibility list for the proper classification, have either been offered the assignment or are "not available" and additional employees are still needed. If such employee does not then accept the assignment when it is offered he shall be charged the number of hours worked by the employee with the lowest accumulated overtime. If such employee is not offered the overtime, he shall not be charged for any overtime, Paragraph (d) herein notwithstanding. This paragraph shall apply to Fleet Maintenance employees only if the Union so notifies the Town in writing, in which case notice must be given to the appropriate supervisor in these activities.

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

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

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

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

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

TOWN OF WEST HARTFORD

LOCAL 1142, COUNCIL #4, AFSCME

By /s/ Barry M. Feldman  
Town Manager

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

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



# **MEMORANDUM OF UNDERSTANDING**

## **Health Care Cost Containment**

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

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

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

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

### **A. Pre-Admission Certification (non-emergency)**

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

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

**B. Concurrent Review**

1. The employee/dependent or a family member will notify the administrator of the hospitalization within forty-eight (48) hours of admission.

2. The administrator will communicate with the attending physician regarding the reasons for admission and the projected length of hospitalization. This information will be screened against physician-developed criteria.

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

4. Where the case does not meet criteria, the administrator will refer the case to a physician reviewer. He will discuss the case with the attending physician and make a determination to approve or disapprove the case and will inform the attending physician of his decision.

5. If the case is approved, a length of stay will be assigned. If the case is disapproved, notification will be given to the patient, the attending physician, the hospital, and the insurance carrier.

6. If the case is disapproved, the Town insurance will pay one hundred percent (100%) of the hospital cost up to twenty-four (24) hours after notification to the employee/dependent that the case has been disapproved. After twenty-four (24) hours of notification of disapproval, the Town insurance will pay eighty percent (80%) of the hospital cost and the employee/ dependent will be responsible for the remaining twenty percent (20%), not to exceed one thousand dollars (\$1,000).

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

**C. Discharge Planning**

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

**D. Pre-admission Testing (non-emergency)**

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

**E. Weekend or Early Admission (non-emergency)**

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



**F. Mandatory Second Surgical Opinions (non-emergency)**

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

**H. Mandated Ambulatory Surgical Services (non-emergency)**

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

**I. Maintenance Drug Program**

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

**J.      Hospital Bill Audits**

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

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

TOWN OF WEST HARTFORD

By /s/ Barry M. Feldman  
Town Manager

By /s/ David Crawford  
President, Local 1142

## MEMORANDUM OF UNDERSTANDING

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

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

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

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

NOW THEREFORE the parties agree as follows:

- (1) The retiree health insurance provisions of the 1985-1988 collective bargaining agreement between the Town and AFSCME, Local 1142, as set forth in Schedule B, are incorporated herein by reference.
- (2) Such retiree health insurance provisions will remain in full force and effect for all Covered Employees listed in Schedule A, and will be binding on the Town for as long as they live, regardless of whether or not the corresponding provisions of the applicable collective bargaining agreement remain in effect.
- (3) This agreement shall be enforceable by any or all of the Covered Employees listed in Schedule A in any court of competent jurisdiction. In the event the Town fails to comply with the agreement, the Town shall pay the costs and attorney's fees of the prevailing plaintiff(s), in addition to any other legal or equitable relief which the court may order.
- (4) The Town agrees to indemnify and hold harmless AFSCME, Local 1142 in the event of claim by any of the Covered Employees listed in Schedule A, asserting that either (a) the deprivation of the rights of Covered Employees by reason of agreement to the terms contained in Article VIII, Section 8.0 (e) of the 1985 - 1988 collective bargaining unit agreement, or (b) an action by any or all of such Covered Employees to prevent or remedy any breach of this agreement by the Town. The Union agrees to use reasonable efforts to dissuade Covered Employees from initiating frivolous actions to enforce this agreement.

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

TOWN OF WEST HARTFORD

AFSCME, LOCAL 1142

By /s/ Barry Feldman  
Town Manager

By /s/ David Crawford  
Union President

Date 11/17/92

Date 11/17/92

**SCHEDULE A**  
**COVERED EMPLOYEES**

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

Skowronek, John

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

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

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

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

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

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

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

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

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

Town of West Hartford

AFSCME, Local 1142

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

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

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

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

**Employee A: Retiring with 25 years of service**

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

Highest year base salary = \$50,000

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

**Employee B: Retiring with 27 years of service**

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

Highest year base salary = \$54,650

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

**Employee C: Retiring with 25 years of service**

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

Highest year base salary = \$54,650

Average final compensation = \$52,156 x (25 yrs. Service x 2%/yr) = \$26,078

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

Town of West Hartford

AFSCME, Local 1142

/s/ James Francis

Director of Financial & Employee Services

/s/ Charles Lombard

Staff Representative  
AFSCME, Local 1142

/s/ Patricia Morowsky

Witness

/s/ David Crawford

Witness



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

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

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

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

Town of West Hartford

AFSCME, Local 1142

/s/ James Francis

Director of Financial/Employee Services

/s/ Charles Lombard, Staff Representative

AFSCME, Local 1142

/s/ Patricia Morowsky

Date 6/14/04

/s/ David Crawford

Date 6/14/04

**MEMORANDUM OF UNDERSTANDING  
DOMESTIC PARTNER HEALTH BENEFIT COVERAGE  
AFSCME, Local 1142 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  
Director of Employee Services

/s/ Patricia Morowsky  
Witness  
Date 6/14/04

FOR THE UNION:

/s/ Charles Lombard  
AFSCME, Local 1142

/s/ David Crawford  
Witness  
Date 6/14/04

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

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

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

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

For the Town:

For the Union:

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

\_\_\_\_\_  
Travis Cromack, Staff Representative

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

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

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

**Examples:**

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

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

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

Town of West Hartford

AFSCME, Local 1142

/s/ James Francis  
Director of Financial/Employee Services

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

/s/ Patricia Morowsky

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

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

**Examples:**

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

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

Town of West Hartford

AFSCME, Local 1142

/s/ James Francis  
Director of Financial/Employee Services

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

/s/ Patricia Morowsky

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

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

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

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

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

For the Town:

/s/ James Francis  
Director of Employee Services

/s/ Patricia Morowsky  
Witness

For the Union:

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

/s/ David Crawford  
Witness

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

The Town of West Hartford and Local 1142 of Council #4, AFL-CIO have met in negotiations leading to the 2014-2018 collective bargaining agreement to discuss modifying employee contributions to the Pension Fund that are reflected in Article IX, Section 11(f)(1).

The parties further agree that the employee pension contribution in effect on June 30, 2018 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 \_\_\_\_\_ day of \_\_\_\_\_, 2017

For the Town:

For the Union:

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

\_\_\_\_\_  
Travis Cromack, Staff Representative

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

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

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

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

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

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

**For the Town:**

**For the Union:**

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

\_\_\_\_\_  
Travis Cromack, Staff Representative

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness



**Attachment B**  
***Town of West Hartford Outline of Dental Benefits***

	<b>Town of West Hartford Dental Plan</b>
<b>Calendar Year Deductible</b>	
Individual Deductible	\$50
Family Deductible	\$150
<b>Preventive Services (No Deductible)</b>	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)	
<b>Basic Services (After Deductible)</b>	100%
-Fillings, Extractions, Root Canals (Endontics)	
-Periodontal, Oral Surgery	
-Repair of Dentures & Removable Prosthodontics	
<b>Major Services (After Deductible)</b>	50%
-Crowns & Gold Restorations	
-Bridgework, Full & Partial Dentures	
-TMJ	
<b>Orthodontics (Dependent Children)</b>	50%
<b>Calendar Year Maximum (Per Person)</b>	\$2,000
<b>Orthodontics Lifetime Maximum (Per Person)</b>	\$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 lease of their actual charge, their filed fee, or the carriers established UCR as payment in full. This provides guaranteed copayment 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.

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

***Benefit Schedule***

	<b><i><u>In - Network</u></i></b>	<b><i><u>Non-Network</u></i></b>
Eye Examinations		
Comprehensive eye examination performed by Ophthalmologist	100%	\$35 reimbursement
Comprehensive eye examination performed by Optometrist	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 18 months	once every 18 months
Contact Lenses (per pair)		
Medically necessary	100%	\$165 reimbursement
Elective Selection	100% up to \$75.	\$50 reimbursement
Benefit frequency	once every 18 months	once every 18 months
Frames		
Standard frames (as defined by provider)	100% up to \$75.	\$50 reimbursement
Benefit frequency	once every 18 months	once every 18 months

**AFSCME, Council #4, Local 1142**  
**FAMILY AND MEDICAL LEAVE POLICY**  
**Appendix D**

ISSUES	Personal Serious Health Condition	Birth, Adoption, or Foster Care	Serious Health Condition of Child, Parent, or Spouse
Employment Eligibility	Employed at least 12 months and Work at least 1250 hours during the fiscal year.	Same	Same
Effective Date	August 5, 1993 for non- bargaining unit member; February 5, 1994 for all others.	Same	Same
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 defined as legal husband or wife.
Serious health condition defined	Illness, injury, impairment, or physical or mental condition that involves inpatient care in a hospital, hospice, or residential medical care facility; Or Continuing treatment by a health care provider.  *[Excludes short term conditions for which treatment and recovery are brief such as illness lasting a few days]  Workers' Compensation leave taken shall count toward FMLA leave.  Pregnancy Leave taken shall count toward FMLA leave.	N/A	Illness, injury, impairment or physical or mental condition that involve inpatient care in a hospital, hospice or residential medical care facility; Or Continuing treatment by a health care provider.
Intermittent or Reduced Leave	Leave may be intermittent or reduced if medically necessary	Leave may be intermittent or reduced only if employer agrees.	Leave may be intermittent or reduced if medically necessary.
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

<b>ISSUES</b>	<b>Personal Serious Health Condition</b>	<b>Birth, Adoption, or Foster Care</b>	<b>Serious Health Condition of Child, Parent, or Spouse</b>
Provisions if Both Spouses Work for the Town	12 weeks leave for each for their respective personal serious health condition(s).	12 weeks leave each which may or may not be taken concurrently. <i>However, if ees work in the same department, then the leave cannot be taken on the same scheduled work days.</i>	12 weeks leave each which may or may not be taken concurrently. <i>However, if ees work in same department, then the leave cannot be taken on the same scheduled work days.</i>
Restoration to Position	Must be restored to the same position held prior to the leave; or To one that is equivalent in pay, benefits, privileges, and other terms and conditions of employment.	Same	Same
Notification	30 days notice when need for leave is foreseeable. Otherwise, notice must be given as soon as practicable.	Same	Same
Medical 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 employee is unable to perform the functions of his/her job, and medical reasons for the intermittent or reduced leave request (where applicable).	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 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. NOTE: The use of family sick days shall be in accordance with 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.

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
ISSUES	Personal Serious Health Condition	Birth, Adoption, or Foster Care	Serious Health Condition of Child, Parent, or Spouse
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><b>NOTE:</b> 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 existing collective bargaining agreement.</p>	<p><u><i>If employee is birth mother:</i></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><i>Other employees requesting leave:</i></u> Employees may request unpaid leave for the duration of the family leave under the Act.</p> <p><b>NOTE:</b> 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 collective bargaining agreement.</p>	<p>Employee may use up to 10 family sick days in accordance with existing collective bargaining agreement, then may request unpaid leave for the duration of the family and medical leave under the Act.</p> <p><b>NOTE:</b> 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 existing collective bargaining agreement.</p>
Maintenance of Health Benefits	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 bargaining unit agreement.	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 bargaining unit agreement.	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 bargaining unit agreement.
Life Insurance	The employee's life insurance coverage will cease on the 1 <sup>st</sup> of the month 30 days after the beginning of any unpaid leave under the Act.	Same	Same
Long Term Disability Insurance	The employee's long term disability coverage will cease on the 1 <sup>st</sup> of the month 30 days after the beginning of any unpaid leave under the Act.	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	Same	Same

	month.		
<b>Tax Savings Plan Benefits</b>	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 and will be reimbursed up to the account balance(s).	Same	Same

#### Records and Posting

All requests for Family and Medical Leave should be documented including whether or not the leave was granted and reasons for the denial when that is the case.

Family and Medical Leave Act prohibits an employer from putting any restraint on an employee for exercising their rights under FMLA. Employers can't penalize or discipline employees who use the FMLA provision.

The 12-month period of 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.

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.

Except as outlined above, the parties agree that existing contractual benefits (including the use of sick leave for personal business and family sickness) will remain in effect in accordance with existing collective bargaining agreements.

For the Town:

/s/ James Francis  
James Francis  
Director of Employee Services

May 31, 2000  
Date

For the Union:

/s/ Anthony Maschi, Jr.  
Anthony Maschi, President  
AFSCME, Local 1142

June 28, 2000  
Date

/s/ John Phillips  
/s/ Paul Kubica

C:\mydocuments\winword\negoti\Afsfmla

## TOWN OF WEST HARTFORD

Description of Insurance  
Benefits

## State Partnership Plan

## PARTNERSHIP 2.0 SCHEDULE OF BENEFITS (effective 7/1/2021)

GENERAL	IN-NETWORK SERVICES	OUT-OF-NETWORK SERVICES
<b>Annual Deductible</b>	\$350 Individual, \$700 two person, \$1,050 three person, \$1,400 family max No Co-pay if HEP Compliant	\$300 individual, \$600 two person, \$900 family
<b>Out-of-Network Cost-Share (Coinsurance after meeting Deductible)</b>	Not Applicable	20% of allowable Usual Customary and Reasonable charges plus 100% of billed charges in
<b>Maximum out of Pocket Limit (Excluded from calculation: premiums, balance billing, deductibles, out-of-network cost sharing, charges for non-covered services and charges for non-essential services )</b>	\$2,000 individual, \$4,000 family	\$2,300 individual, \$4,900 family
<b>Lifetime Maximum</b>	None	None
<b>Person responsible for obtaining Prior Authorization</b>	Participating Provider or Physician	Member
<b>PREVENTIVE SERVICES</b>	<b>Patient Share</b>	<b>Patient Share</b>
<b>Well Child Care:</b>	No Co-pay	Deductible plus Coinsurance
<b>Adult Physical Exams:</b>	No Co-pay	Deductible plus Coinsurance
<b>Preventive Gynecological Visit</b>	No Co-pay	Deductible plus Coinsurance
<b>Mammography</b>	No Co-pay	Deductible plus Coinsurance
<b>Immunizations and Vaccinations</b> Includes those needed for travel	No co-pay	Deductible plus Coinsurance
<b>MEDICAL SERVICES</b>	<b>In Network Patient Share</b>	<b>Out of Network Patient Share</b>
<b>Primary Care Physician</b>	\$0 preferred provider/\$15 Co-pay participating provider	Deductible plus Coinsurance
<b>Specialist Physician</b> (Includes in-office procedures)	\$15 Co-pay participating provider (\$0 preferred provider for Allergy & Immunology, Cardiology, Endocrinology, ENT, Gastroenterology, OB-GYN, Ophthalmology, Orthopedic Surgery, Rheumatology, Urology - Applies in CT only)	Deductible plus Coinsurance
<b>Vision exam and Refraction:</b> 1 exam per calendar year (when performed as part of an exam)	\$15 Co-pay	Deductible plus 50% Coinsurance 1 exam per calendar year
<b>Routine Hearing Screening:</b> One per calendar year (when performed as part of an exam)	\$15 Co-pay	Deductible plus Coinsurance
<b>Maternity Outpatient (first visit only)</b>	\$15 Co-pay	Deductible plus Coinsurance

<b>MEDICAL SERVICES</b>	<b>In Network Patient Share</b>	<b>Out of Network Patient Share</b>
<b>Outpatient Surgery</b> performed in hospital or licensed ambulatory surgery center (Includes colonoscopy) (Prior Authorization required)	No Co-pay if HEP Compliant*	Deductible plus Coinsurance
<b>Allergy Office Visit/Testing</b>	\$0 preferred provider/\$15 Co-pay participating	Deductible plus Coinsurance
<b>Allergy Injections</b> Immunotherapy or other therapy treatments	No Co-pay if HEP Compliant*	Deductible plus Coinsurance
<b>Infertility Services</b> Office Visit Outpatient Hospital/Inpatient Hospital	\$15 Co-pay No Co-pay if HEP Compliant*	Deductible plus Coinsurance
<b>Gender Identity Disorder Services</b> Office Visit Outpatient Hospital/Inpatient Hospital	\$15 Co-pay No Co-pay if HEP Compliant*	Deductible plus Coinsurance
<b>Bariatric Surgery</b> Office Visit Outpatient Hospital/ Inpatient Hospital	\$15 Co-pay* No Co-pay	Deductible plus Coinsurance
<b>Sleep Studies—attended</b> (Prior Authorization required)	No Co-pay*	Deductible plus Coinsurance
<b>HOSPITAL SERVICES</b>	<b>In Network Patient Share</b>	<b>Out of Network Patient Share</b>



<b>All Inpatient Admissions including Childbirth</b> (Prior Authorization required)	No Co-pay if HEP Compliant*	Deductible plus Coinsurance
<b>Ancillary Services</b> (Prior Authorization required)	No Co-pay if HEP Compliant*	Deductible plus Coinsurance
<b>Specialty Hospital</b> (Prior authorization required) Utilization limit	No Co-pay if HEP Compliant* None	Deductible plus Coinsurance 60 days per covered person per calendar year
<b>Skilled Nursing Facility</b> (Prior authorization required) Utilization limit	No Co-pay if HEP Compliant* None	Deductible plus Coinsurance 60 days per covered person per calendar year
<b>Inpatient Hospice Care</b> (Prior authorization required) Utilization limit	No Co-pay* None	Deductible plus Coinsurance 60 days per covered person per calendar year
<b>EMERGENCY/ URGENT CARE SERVICES</b>	<b>In Network Patient Share</b>	<b>Out of Network Patient Share</b>
<b>Emergency Room Treatment</b> Waived if patient Admitted to	\$250 (waived if admitted and waiver form is available)	\$250 (waived if admitted and waiver form is available)
<b>Urgent Care Clinic</b> (Out of country urgent care –\$15 co-pay)	\$15 Co-pay	Deductible plus Coinsurance
<b>Walk-In Clinic</b>	\$15 Co-pay	Deductible plus Coinsurance
<b>Emergency Ambulance</b>	No Co-pay if HEP Compliant*	No Co-pay*
<b>OTHER HEALTHCARE SERVICES</b>	<b>In Network Patient Share</b>	<b>Out of Network Patient Share</b>
<b>High Cost Radiological &amp; Diagnostic Tests:</b> MRI, MRA, CAT, CTA, PET and SPECT scans (Prior authorization required)	\$0 copay preferred provider/20% for non-preferred provider in Connecticut (\$0 copay outside of Connecticut)	Deductible plus 40% Coinsurance in Connecticut. (Deductible and 20% coinsurance outside of
<b>Diagnostic, Laboratory and X-ray Services</b>	\$0 copay preferred provider/20% for non-preferred provider in Connecticut (\$0 copay outside of Connecticut)	Deductible plus 40% Coinsurance in Connecticut. (Deductible and 20% coinsurance outside of
<b>Radiation Therapy</b>	\$0 copay preferred provider/20% for non-preferred provider in Connecticut (\$0 copay outside of Connecticut)	Deductible plus 40% Coinsurance in Connecticut. (Deductible and 20% coinsurance outside of
<b>Nutritional Counseling</b> Maximum of 3 visits per Covered Person per Calendar Year	No Co-pay if HEP Compliant*	Deductible plus Coinsurance
<b>Private Duty Nursing</b> (Prior Authorization Required)	No Co-pay if HEP Compliant*	Deductible plus Coinsurance
<b>Home Health Care</b> Utilization Limits	No Co-pay if HEP Compliant if HEP Compliant visits per calendar year	Deductible plus Coinsurance 200 visits
<b>In-Home Hospice</b>	No Co-pay if HEP Compliant*	Deductible plus Coinsurance 200 visits
<b>Acupuncture</b> Limit: 20 visits per calendar year	\$15 Co-pay	Deductible plus Coinsurance
<b>Infusion Therapy</b> Unlimited	No Co-pay if HEP Compliant*	Deductible plus Coinsurance
<b>Surgical Removal of Breast Implant</b>	No Co-pay if HEP Compliant*	Deductible plus Coinsurance
<b>OUTPATIENT REHABILITATION SERVICES</b>	<b>In Network Patient Share</b>	<b>Out of Network Patient Share</b>
<b>Physical or Occupational Therapy</b> Prior Authorization may be required Benefit limit	No Co-pay if HEP Compliant* Unlimited	Deductible plus Coinsurance 30 visits per calendar year
<b>Chiropractic Therapy</b> Benefit Limit	No Co-pay if HEP Compliant* Unlimited	Deductible plus Coinsurance 30 visits per calendar year
<b>Speech therapy:</b> Covered only for treatment resulting from autism, stroke, tumor removal, injury or congenital anomalies of the oropharynx Benefit limit:	No Co-pay if HEP Compliant* Unlimited	Deductible plus Coinsurance 30 visits per Calendar Year
<b>Autism Services:</b> Behavioral, Outpatient, Rehabilitation, Physical, occupational, and speech therapy	No Co-pay if HEP Compliant*	Deductible plus Coinsurance
<b>Cardiac Rehabilitation Therapy</b>	\$0 preferred provider/ No Co-pay if HEP Compliant*	Deductible plus Coinsurance
<b>Other Therapy Services:</b> Radiation, Chemotherapy for treatment of cancer, Electroshock, Kidney Dialysis in Hospital or free-standing dialysis center	No Co-pay if HEP Compliant*	Deductible plus Coinsurance

<b>MEDICAL DEVICES/SUPPLIES</b>	<b>In Network Patient Share</b>	<b>Out of Network Patient Share</b>
Home Oxygen	No Co-pay	Deductible plus Coinsurance
Diabetic equipment and supplies	No Co-pay	Deductible plus Coinsurance
Specialized Formula (Prior Authorization required)	No Co-pay	Deductible plus Coinsurance
Wig—Covered only for patient who suffers hair loss as result of chemotherapy)	No Co-pay	No Co-pay
Hearing Aids—Coverage limited to Dependent children 12 years of age or younger. (Limited to one set of hearing aids within a 24 month period) Effective July 1, 2016—Age restriction on Coverage will be removed, benefit limited to one set of hearing aids within a 24 month period (Prior Authorization may be required)	No Co-Pay	Deductible plus Coinsurance
Foot Orthotics	No Co-pay	Deductible plus Coinsurance
Durable Medical Equipment and Prosthetic Devices (Prior Authorization required for Items over \$500)	No Co-pay	Deductible plus Coinsurance
Medical and Ostomy Related Services	No Co-pay	Deductible plus Coinsurance
<b>MENTAL HEALTH &amp; SUBSTANCE ABUSE</b>	<b>In Network Patient Share</b>	<b>Out of Network Patient Share</b>
Outpatient Treatment for Mental Health Care	\$15 Co-pay	Deductible plus Coinsurance
Inpatient Treatment In a Hospital or Residential Treatment Center for Mental Health Care (Prior Authorization required)	No Co-pay if HEP Compliant*	Deductible plus Coinsurance
Outpatient: Substance Abuse	\$15 Co-pay	Deductible plus Coinsurance
Inpatient Substance Abuse Treatment In a Hospital or Substance Abuse Treatment Facility (Prior Authorization required)	No Co-pay if HEP Compliant*	Deductible plus Coinsurance
<b>PENALTY</b>		
Penalty for Failure to Obtain Prior Authorization for Covered Services		\$500 or 20% of allowable charges, whichever is less, plus 100% of billed amount in excess of allowable charges

**PARTNERSHIP 2.0 SCHEDULE OF BENEFITS (effective 7/1/2019)**

\* Copays waived if Health Enhancement Program (HEP) compliant.

The above schedule of benefits is information only. Please refer to the plan documents online for the official benefits and coverages.

<http://www.osc.ct.gov/ctpartner/>

**MEMBER RESPONSIBILITIES WHEN OBTAINING HEALTH CARE—PRIOR AUTHORIZATION**

**1. Services Requiring Prior Authorization**

Air Ambulance  
Organ Transplant  
Bariatric Surgery  
Chemotherapy  
Colonoscopy  
  
Durable Medical Equipment over \$500 (includes foot orthotics and hearing aids)  
Gender Reassignment Surgery  
High cost Diagnostic Imaging (MRI, MRA, CAT, CTA, PET, SPECT scans)  
Infertility Treatments  
Inpatient Hospice

Oral Surgery  
  
Orthopedic Exercises  
Outpatient Occupational Therapy  
Outpatient Physical Therapy  
  
Outpatient/ Surgery  
Partial Hospitalization (under 12 hours)  
  
Private Duty Nursing  
Mental Health/Substance Abuse  
  
Specialized Formula

Inpatient, Mental Health  
Inpatient Non-Emergency Care  
(includes childbirth)  
Inpatient, Substance Abuse Treatment  
Internal & External Prosthetic Devices  
Kidney Dialysis

Specialized Infant Formula  
Skilled Nursing Facility Admission  
Sleep Studies  
Specialty Hospital Admission  
  
Substance Abuse Residential Treatment

### SCHEDULE OF PRESCRIPTION DRUG BENEFITS eff 10/1/2017

A Member's rights to benefits for Covered Drugs as provided in this Plan Document are subject to the terms and conditions of the agreement between the Plan Sponsor and CVS Caremark.

#### Active Employee Plans—Co-payments and Cost Shares

##### Mail order is 90-day refill of Maintenance Medication

Active Employees	Participating Retail	Maintenance Medications (90 day supply* Required after 1st 30 day fill at retail)	Health Enhancement Program only **Chronic Condition-Related Maintenance Medications At Mail Order
Preferred Generic	\$5.00	\$5.00	\$0.00
Non Preferred Generic	\$10.00	\$10.00	\$0.00
Preferred Brand	\$25.00	\$25.00	\$5.00
Non Preferred Brand	\$40.00	\$40.00	\$12.50
Contraceptives*** Eff. 7/1/2013	\$0	\$0	\$0
Day Supply Limit	30	90	90

\* Includes refills obtained at pharmacies or mail order participating in the State of CT Maintenance Drug Network. \*\* Asthma/COPD, Heart Failure/Heart Disease, Hyperlipidemia and Hypertension and Diabetes

\*\*\* Maintenance Medication (single fill only at retail)

\*\* Treated as Maintenance Medication (single

fill only at retail) **Out of pocket Maximum**

**\$4,600 individual/\$9,200 family**

#### RULES APPLICABLE TO ALL PLANS

Brand Drugs as substitutes for available Generic Drugs (without coverage exception request)	The same co-payment you would pay for a Generic Drug, plus the difference in price between the Generic Drug and the Brand Drug*
Generic Substitution	Required unless Prescribing Physician submits a Coverage Exception Request, attesting that Brand Drug is Medically Necessary
Non-Preferred Drug utilization	Higher co-pay required unless Prescribing Physician submits a Coverage Exception Request attesting that Non-Preferred Brand is Medically Necessary
Prior Authorizations and Other Clinical Programs	Required for Certain Drugs—See Attachment A
Benefit Period	One Calendar Year

Diabetes Co-pay	None
Chronic Conditions <b>Health Enhancement Program</b>	Co-pays may be waived or reduced for medications to treat: Asthma, Diabetes, COPD, Hyperlipidemia, Hypertension, heart failure or heart disease
Refill Policy	Per Plan Sponsor standard guidelines
Formulary	CVS Caremark Standard Drug List

\* If the Co-payment is greater than the Maximum Allowable Amount (see definition below) or the billed charge for the medication, the Member will pay the lower amount.

#### **COVERED BENEFITS**

Prescription Drugs

Maintenance Prescription Drugs Certain Preventive Medications

#### **BENEFITS BY PHARMACY TYPE**

##### **Participating Retail Pharmacy Benefits**

When a Covered Drug is dispensed by a Participating Pharmacy, the Participating Pharmacy will accept the Maximum Allowable Amount and will make no charge to the Member except for any applicable Co-payment or Cost-Share. Payment will be made to the Participating Pharmacy by CVS Caremark, except for Co-payments or Cost-Shares that are payable by Member at the Participating Pharmacy.

##### **Non-Participating Pharmacy Benefits**

When a Covered Drug is dispensed by a Non-Participating Retail Pharmacy the Member shall pay for the prescription out-of-pocket, and then will be reimbursed upon submitting a proper claim for reimbursement to CVS Caremark. Reimbursement is only available for Covered Services less any applicable Co-payment or Cost-Share, after review and approval of the claim. Reimbursement is based on the Maximum Allowable Amount (defined below) for Non- Participating Pharmacies. Claims must be filed with CVS Caremark within 2 years after the prescription for the Covered Drug has been filled. The receipt must accompany the claim.

#### **PRESCRIPTION DRUGS REQUIRING PRIOR AUTHORIZATION**

When a Covered Drug which requires Prior Authorization is prescribed for a Member, the Member or the Member's representative must call CVS Caremark at 1-800-294-5979, or fax a written request for prior authorization to CVS Caremark, at 1-888-836-0730.

**AFSCME MEMBERSHIP CARD**

**AFSCME  
STRONG**

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

Yes, sign me up to:
 

☐ Talk to colleagues at work
 ☐ Make phone calls to AFSCME members for campaigns
 ☐ Knock AFSCME member doors during campaigns

**Council 4**

**Membership - Public Sector Card**

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

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

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

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

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

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

Local Union # \_\_\_\_\_ Department / Work Location \_\_\_\_\_

Last Name \_\_\_\_\_ First Name \_\_\_\_\_ M.I. \_\_\_\_\_

Home Street Address \_\_\_\_\_ Apt. No. \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Job Title \_\_\_\_\_ Hire Date \_\_\_\_\_ Employee Number \_\_\_\_\_

Personal E-mail \_\_\_\_\_ Personal Cell Phone No. \* \_\_\_\_\_

Signature \_\_\_\_\_ Date Signed \_\_\_\_\_

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

AFSCME PEOPLE

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

[Contribution Form](#)

I hereby authorize my employer and associated agencies to deduct, each pay period, the amount certified as a voluntary contribution to be paid to the treasurer of American Federation of State, County and Municipal Employees PEOPLE, AFSCME, AFL-CIO, P.O. Box 65334, Washington, D.C. 20035-5334, to be used to support pro-worker candidates in federal, state, and local elections.

Deduction Per Pay Period  
(26 pp/yr)

\$4

\$8

Other \_\_\_\_\_

Select jacket size:

S

M

L

XL

2XL

Other \_\_\_\_\_

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

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

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

Signature \_\_\_\_\_

Date Signed \_\_\_\_\_

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

Revised 04/2021