

AGREEMENT BETWEEN
THE TOWN OF EAST HARTFORD
and
THE EAST HARTFORD
CSEA, LOCAL NO. 2001, SEIU, CTW, CLC
JULY 1, 2008 – JUNE 30, 2010

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ARTICLE I
Recognition

1.0: The Town recognizes CSEA, Local #2001, SEIU, CTW, CLC as the sole and exclusive bargaining agent for the purposes of collective bargaining on matters of wages, hours of employment, other conditions of employment and all other benefits derived through contractual negotiations to all classified employees, excluding: seasonal employees supervisors, professionals, uniformed and investigatory employees of the Police and Fire Departments, Secretary to the Mayor, employees in the Department of Human Resources, office of the Corporation Counsel, Board of Education and the Classifications of employees presently constituting a recognized bargaining unit represented by Local #1174 of Council #4, American Federation of State, County and Municipal Employees, and employees presently represented by Local #818 of Council #4, AFL-CIO and employees represented by Teamsters Local #559.

1.1: “Seasonal” means working for a period of not more than one hundred twenty calendar days in any calendar year.

ARTICLE II
Union Security

2.0.a: During the term of this Agreement, every employee shall retain the freedom to elect whether or not to become or remain a member of the Union.

2.0.b: Union dues shall be deducted by the Town from the paycheck of each employee who signs and remits to the Town an authorization form. Such deduction shall be discontinued upon written request of an employee thirty (30) days in advance. In addition, new employees shall be required to pay a one time initiation fee as determined by the Union.

2.0.c: Any employee covered by this Agreement who, within thirty (30) days after the end of her/his probationary period, fails to become a member of the Union, or any employee whose Union membership is terminated for any reason, or any employee who resigned from Union membership, shall be required to pay an agency service fee under Section 2.0.d.

2.0.d: The Town shall deduct the agency service fee from the paycheck of each employee who is required to pay such fee as a condition of employment.

2.1: Deductions provided for in Section 2.0 shall be remitted to the duly authorized Financial Officer of the Union not later than three (3) days following the pay period in which the deduction is made. The Town will simultaneously furnish the duly authorized Financial Officer of the Union each week, for those employees who are paid weekly, and bi-weekly for employees paid bi-weekly, a list of the employees from whose earnings deductions have been made.

2.2: The Town's obligation to make such deduction shall terminate automatically upon termination of the employee who signed the authorization or upon his transfer to a job not covered by this Agreement.

2.3: The Town agrees that there will be no lockout of any employee or employees during the life of this Agreement. The Union agrees that during the term of this Agreement, it will not authorize any strike.

2.4: At least two (2) bulletin boards shall be reserved at an accessible place for the exclusive use of the Union for posting of Official Union notices or announcements. One bulletin board shall be placed in Town Hall and one shall be placed in the East Hartford Police Department.

2.5: The Union agrees that it will indemnify and save the Town harmless from any and all liability, claim, responsibility, damage, or suit which may arise out of any action taken by the Town in accordance with the terms of this Article, or in reliance upon the authorization described herein, in an amount not to exceed the sum received by the Union on account of the deductions made from earnings of such employee or employees.

2.6: The Town will provide the Union with sufficient copies of this Agreement and a copy of agreed-upon work rules within thirty (30) days after the signing of this Agreement.

ARTICLE III **Seniority, Discipline and Dismissal**

3.0: The Town shall prepare a list of all bargaining unit employees showing their seniority in length of service with the Town and deliver the same to the Union on or before December 1st of each year. Upon completion of their probationary period, new employees shall be added to this list.

3.1.a: New employees shall serve a probationary period of six (6) months but shall be subject to all other provisions of this Agreement. The dismissal of a probationary employee during the probationary period shall not be subject to the grievance procedure. All employees who have completed their probationary period shall be full-time employees and shall acquire seniority as of the date of their employment.

Probationary employees shall receive written evaluations once each month by their department head or his/her designee.

3.1.b: Any bargaining unit employee who is promoted or transferred to a new position shall serve a probationary period of three (3) months in the new position. The employee shall be evaluated by the new supervisor at least twice in the first month and once each month thereafter during the probationary period. Such employee may voluntarily return to his/her former position within the first month of probation. The supervisor may return the employee to his/her former position at the end of the three (3) month probationary period if the written evaluations show the employee is not performing well in the new position.

3.2: All vacancies and new positions shall be posted for a period of seven (7) working days on the Union's bulletin boards and the Town of East Hartford's website prior to any action taken by the Town to fill such vacancies or new positions. The Human Resources Department shall notify the union President, in writing, of any such vacancy. Employees will not be permitted a lateral or demotional transfer more than once in a twelve (12) month period. Employees wishing to be considered for assignment to such vacancies or new positions may, personally, or through their union representative, submit their request to their supervisor. Employees requesting consideration and who are not selected for assignment, in accordance with the provisions of this Agreement, may appeal the action through the grievance procedure.

3.3: Copies of the job posting and a list of persons bidding for the job shall be sent to the Union Secretary at the end of the posting period.

3.4: When a vacancy exists or a new position is created, the employee with the highest department seniority from within the department wherein the vacancy or new position exists shall be given first opportunity to fill the position, provided he or she is qualified and has the fitness and the ability to perform the work. If he or she refuses, it shall go to the next senior person who has qualified and has the ability and fitness to perform the work. Determination of ability and fitness to perform the work shall include, but not be limited to, consideration of attendance and disciplinary records, overall past performance, and demonstrated leadership ability, if appropriate, to this position.

3.5: If no employee in the department wherein the vacancy or new position exists is qualified, the position shall be filled by an employee from other departments in the bargaining unit, with the employee with the highest seniority being given the first opportunity to fill the position, provided he or she is qualified and has the ability and fitness to perform the work. If he or she refuses, it shall go to the next senior person, provided he or she is qualified and deserves the position.

3.6: The person appointed to the vacancy or new position and the Union Secretary shall be notified, in writing, of the appointment. Notification shall be made not later than twenty (20) working days after the posting period.

3.7: If no employees in the bargaining unit are qualified, the position may be filled through recruitment of applicants from outside the bargaining unit.

3.8.a: Employees shall not be disciplined without just cause. The following shall be sufficient causes for reprimand, suspension, or discharge though such action may be for causes other than those enumerated:

1. Willful violation of the Provisions of the Charter.
2. Incompetence or inefficiency in the performance of the duties of the position to which the employee has been appointed.
3. Wanton carelessness or negligence in the use or care of Town property.
4. Habitual tardiness or absence from duty which results in unsatisfactory attendance. Unsatisfactory attendance is evident when the sum of days of absence, plus periods of absence is greater than 15 in a twelve-month period. Potentially unsatisfactory attendance may be sufficient cause for a verbal warning. Employees shall have the right to utilize the grievance procedure pertaining to this Article.
5. Conviction of a felony or misdemeanor involving moral turpitude which is related to the performance of the employee's job.
6. Intoxication on duty, illegal use of drugs or use of illegal drugs.
7. Conduct which reflects unfavorably upon the Town service.

8. Violation of any reasonable official order or failure to carry out any lawful and reasonable directions made and given by a proper supervisor, or violation of any written Town of East Hartford policy endorsed by the Mayor.

3.8.b: Following are the types of disciplinary action that may be invoked against members of the Union. They may be independently invoked.

1. Reprimand: An appointing authority shall report any verbal or written reprimand as a part of the employee's service record by the forwarding of a written memorandum to the Human Resources Director for inclusion in the employee's file. A copy of such reprimand shall be forwarded to the employee and to the Union President.
2. Suspension: An appointing authority may, for disciplinary purposes, suspend, without pay, any employee under his control. Such suspension shall not exceed ten (10) working days for any one offense. Suspensions totaling more than thirty (30) days in any twelve (12) successive months shall be deemed a dismissal and be so treated.
3. Dismissal: An appointing authority may dismiss for cause any employee under his control occupying a position subject hereto when he considers that the good of the service shall be served thereby. It shall be the responsibility of the appointing authority, in any case of suspension, demotion or dismissal, within five (5) days after the effective date of such action, to give the concerned employee a written statement setting forth in substance the reasons therefor and to file a copy of such statement with the Human Resources Director.

3.9: Layoffs are permitted when an appointing authority, with the approval of the Mayor, deems it necessary by reason of lack of work or funds, the abolition of the position, or material change in the duties or organization which are outside the employee's control and which do not reflect discredit of the service of the employee.

- a. Positions in the classified service may be abolished upon recommendation of the Mayor and approval of the Town Counsel.

3.10: In the event of a layoff, any bargaining unit employee selected for layoff shall be given at least two (2) weeks notice in writing, and the layoffs shall take effect in the following order:

- a. Temporary and Seasonal Employees who perform bargaining unit work within the department in which the layoff is to occur;
- b. Part-time Employees who perform bargaining unit work (commencing with those having the shortest length of service with the Town) within the department in which the layoff is to occur;
- c. Probationary employees who perform bargaining unit work (commencing with those having the shortest length of service with the Town) within the department in which the layoff is to occur;
- d. If further layoffs are necessary, the Town shall select the classification and the department in which the layoff is to occur. The Town shall first lay off the employee

in the affected classification¹ with the least seniority on the seniority list. (For example, if the Town determines that it must layoff an “Administrative Secretary III” in the Public Works Department, it shall begin with the employee within that job classification and department who has the least seniority).

3.11: Employees in section 3.10 (d) above who were laid off as a result of the above process shall be able to bump a less senior, bargaining unit member in the same or lower paid wage group, in any department, providing the laid off employee is able to perform the duties of the position into which he or she is bumping with minimal training. An employee bumped from his/her position shall have the same bumping rights as the originally laid off employee. In all cases, the Director of Human Resources shall decide whether the employee is able to perform the duties of the desired position. Said decision shall be reviewable under the grievance procedure.

Employees referred to in section 3.10 (a) and (b) above shall mean only employees that perform bargaining unit work under any of the job classifications outlined in Appendix C, and excludes employees that currently do not perform bargaining unit work in any of the classification outlined in Appendix C (e.g. life guards, pool attendants, camp counselors, camp directors, park rangers, or any other employees who do not perform bargaining unit work).

3.12: Employees who are laid off shall have recall rights for a period of eighteen (18) months from the date of layoff and may be recalled into a bargaining unit position in his/her wage group or a lower wage group for which he/she is qualified without further training in the judgment of the Department Head. The recall rights described above shall take place in order of seniority. An employee electing to take a position via recall that is in a lower pay group than the position from which he/she was laid off shall, for the remainder of the eighteen (18) month recall period, retain recall rights to other positions, as they may become available, until the employee obtains a position in the same pay group from which the employee was laid off. Employees shall have two weeks from the date the Town sends a notice of recall to the employee at their last known address to return to the job. An employee’s recall rights shall terminate if the employee declines recall into an available position in the same pay grade from which they were laid off or fails to return to the same job within two weeks of the date the Town sends the recall notice. During the period of time that an employee has recall rights pursuant to this section he/she shall have the same rights to promotional opportunities as any employee on the active payroll.

3.13: During the period of layoff the employee shall have the right to receive all insurance benefits listed pursuant to Article IX of this labor Agreement, under the provisions of COBRA.

3.14: To relieve excesses of help in any department wherein a layoff might be required, the Town shall have the management right to transfer the least senior employee in such department to a position in another department, or another classification within the same department, wherein his or her services can be utilized, if the employee is qualified to perform the duties of such position. If reassignment pursuant to this section results in the employee performing the responsibilities of a higher paid position, then the employee performing those responsibilities shall, for the remainder of that assignment, be placed on the lowest step of the new pay grade that produces an increase of pay. Notwithstanding this provision, any reassignment made pursuant to this Section shall not result in a change in the reassigned employee’s classification.

¹ When used in this article, classification shall mean “job title” as contained in Appendix C.

3.15: No new employee, full-time or part-time, shall be hired into a bargaining unit position for which an employee has recall rights pursuant to Section 3.12 above. Nothing herein shall prevent the Town from hiring employees into a position for which a bargaining unit employee does not have recall rights or a position for which an employee has declined recall under Section 3.12 above.

3.16: An employee shall lose his seniority rights under any of the following circumstances:

- a. Resignation.
- b. Discharge for just cause.
- c. Failure to report to work within ten (10) working days after due notice by the Town to the employee's last known address to return to work after layoff, provided the employee makes known his desire, in writing, to return within five (5) days.

3.17: For all purposes, except layoff, the seniority rights of the Union President, Vice President, Secretary, Treasurer, Executive Committee and stewards shall be exactly the same as the seniority rights of all other employees except that in the case of a layoff, the above-named Union Officials will have superseniority during their term of office.

ARTICLE IV **Hours of Work, Overtime and Holiday**

4.0: The work week, consistent with the operating requirements of the Town, shall be regular, irregular, or flexible as defined in this Agreement.

- a) A regular work schedule is a work schedule with the same starting and stopping times on five (5) working days of seven (7) continuous hours each, Monday through Friday, unless identified in this subsection, subsection (B), or mutually agreed under subsection (C) of this Article, shall adhere to the Town Hall operating hours, 8:30 a.m. to 4:30 p.m. Monday through Friday, with one hour for lunch. Shift schedules for the following classifications are as follows:

Clerical PW-Street:	A Shift 7:30 a.m. - 3:00 p.m. 1/2 hour lunch
Public Works-Building:	A Shift 6:00 a.m. - 2:00 p.m. 1 hour lunch
Public Works-Building:	B Shift 7:00 a.m. - 3:00 p.m. 1 hour lunch
Public Works-Building:	C Shift 4:30 p.m. - 11:00 p.m. 1/2 hour lunch
Custodian (Police):	A Shift 7:30 a.m. - 3:00 p.m. 1/2 hour lunch
Custodian (Police):	B Shift 3:00 p.m. - 9:30 p.m. 1/2 hour lunch
Data Processing:	A Shift 7:00 a.m. - 3:00 p.m. 1 hour lunch
Computer Operator:	A1 Shift 10:00 a.m. - 6:00 p.m. 1 hour lunch
Data Entry:	B1 Shift 7:30 a.m. - 3:30 p.m. 1 hour lunch

Custodians (Library) shall work the shifts identified in July of 1983.

- b) A flexible work schedule is a work schedule which varies the number of hours worked on a daily basis, but not necessarily each day, or a work schedule in which starting and stopping times vary on a daily basis, but not necessarily each day, but does not exceed 35 hours within a pay period and is agreed upon in advance in writing by the employee, the department director, and the Union.

4.1: The Town shall have the right to require overtime work consistent with the demands of public service. Compensation or compensatory time will be granted, if the overtime work is requested by the Department Head and authorized by the Mayor. All overtime work within the various departments shall be distributed equally to all bargaining unit employees, providing they are capable of doing the overtime work. "Equally" shall mean a good faith effort to distribute overtime over a 12-month period, reviewed periodically, and balanced within several hours between each employee.

4.2: Employees shall be granted compensation for overtime work in the following manner:

1. One and one-half times their regular rate of pay for any overtime work performed in excess of their regular work day or their regular work week. All pre-scheduled evening meetings of boards or commissions requiring an employee's attendance will be paid at time and one-half for a minimum of two (2) hours. Pre-scheduled shall be defined as seventy-two (72) hours prior to the scheduled meeting.
2. One and one-half times their regular rate of pay for all work performed on Saturday. The overtime rate specified for Saturday and/or Sunday shall not apply to employees who are regularly scheduled to work on Saturday and or Sunday.
3. One and one-half times their regular rate of pay plus holiday pay for all work performed on holidays, as observed in Article V of this contract, provided the holiday is part of their regular work schedule. Employees must work their last scheduled work day prior to the holiday to be eligible for holiday pay.

Employees who may be required to return to duty to perform overtime duties on a regular working day shall be paid not less than four (4) hours at time and one-half rate. Employees who are called in early for their scheduled shift shall be paid for the time actually worked in excess of their scheduled number of hours. Notwithstanding the foregoing, if, at the employee's request, he/she is released prior to the completion of four (4) hours, he/she shall be paid at the time and one-half rate for actual time worked, subject to a minimum of two (2) hours of compensation.

At the employee's option, he/she may choose to receive compensatory time at the applicable overtime rate. Compensatory time may not be chosen for hours in excess of 40 in a given week.

4. Overtime work, when required, will be offered first to qualified bargaining unit members within the department, and then to other qualified bargaining unit members.

5. Employees who may be required to return to duty to perform overtime duties on a Sunday or a holiday which is not a scheduled work day, shall be paid not less than four (4) hours at double their normal rate of pay for actual time worked. Notwithstanding the foregoing, if, at the employee's request, he/she is released prior to the completion of four (4) hours, he/she shall be paid at double his/her normal rate of pay for actual time worked, subject to a minimum of two (2) hours of compensation.

At the employee's option, he/she may choose to receive compensatory time at the applicable overtime rate. Compensatory time may not be chosen for hours in excess of 40 in a given week.

4.3: Compensatory time shall not accumulate to more than fifteen (15) working days. Compensatory time off will be taken at the mutual convenience of the employee and his department head, as far as practical. In case of a conflict, the department head shall have the final authority to decide when the employee may use compensatory time, subject to the provisions of the Grievance Procedure.

4.4: A conscientious effort shall be made by the Town to give employees the opportunity to use compensatory time accumulated prior to this Agreement in order to bring their accumulation below fifteen (15) working days.

4.5: Payments for holidays shall be included in a paycheck for the pay period in which the holiday occurs.

ARTICLE V **Holidays**

5.0: The following holidays shall be observed as days off with full pay:

New Year's Day	Good Friday	Columbus Day
Martin L. King's Birthday	Memorial Day	Veterans Day
Lincoln's Birthday	Independence Day	Thanksgiving Day
Washington's Birthday	Labor Day	Christmas Day

The employee's birthday shall constitute an additional paid holiday. Any employee's birthday falling on a weekend or holiday shall be celebrated within the month in which it occurs. With the prior approval of the Department Head, an employee may select another day within the calendar month on which to observe the birthday.

5.1: Holidays falling on a Saturday shall be celebrated on the preceding day. Holidays falling on a Sunday will be celebrated on Monday.

5.2: Whenever any of the above cited holidays occurs while an employee is out on sick leave, the employee shall be granted an additional day off at a time mutually agreeable to the department head with no additional charge to sick leave.

5.3: When a holiday occurs during an employee's vacation, such holiday shall not be charged against the employee's earned vacation time.

5.4: Any unanticipated holiday or day of mourning declared by the Mayor, or his designee, and celebrated by all other Town employees, other than Board of Education employees, in the form of time off with pay, shall be granted to the members of this bargaining unit. A holiday shall mean a day in which the usual Town business is suspended for the commemoration of some event or person.

ARTICLE VI
Vacations

6.0: Annual vacation leave with pay shall be earned by members of the Union on their anniversary in the following manner:

<u>Full Years Of Service</u>	<u>Vacation Days</u>
Less than 5 years	10
5 to 9 years	15
10 to 14 years	20
15 years	21
16 years	22
17 years	23
18 years	24
19 years and over	25

Vacation leave shall not be granted to employees with less than six (6) months' service, however, upon completion of six (6) months of service, employees shall have the benefit of using pro rata vacation earned from their original date of employment.

6.1: The scheduling of vacation periods, if there is to be a vacation, shall be compiled by the department head not later than May 1st of each year.

6.2: Requested dates for vacation leave shall be granted with due consideration to the wishes of the employee, except that it may be deferred by the supervisor so as not to conflict with any emergency or peak workloads of the department.

6.3: Whenever there is a conflict in requested dates, preference shall be given to the employee with the most seniority.

6.4: When an employee has no sick leave available, he/she may elect to use vacation leave as sick leave.

6.4.a: When an employee has exhausted his/her sick leave, he/she must use any other accumulated time, unless a leave of absence has been requested and granted under the provisions of Article VII.

6.5: When an employee is separated from Town service, he/she shall be paid his/her pro rata accumulated vacation leave to a maximum of eight (8) weeks. In the event of an employee's death, such payment shall be made to his dependent survivor, or estate if there is no dependent survivor. Such payment will be made within two (2) weeks of expiration, in a lump sum,

providing it does not cross the fiscal year. In the event it does cross the fiscal year, payment will be made in two (2) installments.

6.6: The maximum accumulation of vacation leave permitted will be ten (10) weeks. Earned vacation leave will be credited to the employee's record on his/her anniversary date. No vacation beyond eight (8) weeks will be paid by the Town at retirement or separation.

ARTICLE VII **Leave Provisions**

7.0 Sick Leave: All employees shall earn paid sick leave at the rate of 1 1/4 days per month with no maximum on accumulation. Sick leave with pay may only be used for the employee's recovery from illness or injury, or to permit the absence of the employee for five days to care for a member of the employee's immediate family. Immediate family, for purposes of this section, is defined as the employee's spouse, dependent child or either parent of the employee who is currently domiciled with the employee. Use of sick leave to care for a family member shall be limited to two occurrences per calendar year.

- a) Accrual of earned sick leave credits will continue while employees are absent from work due to vacation, injury or illness, except for unpaid leave.
- b) In exceptional cases, the Human Resources Director, with the advice of the department head, may grant additional sick leave with pay. Requests for such additional sick leave shall be in writing and signed by the employee, when possible.
- c) Sick leave with pay will not be granted for recuperation from illness or injury which is directly traceable to employment by another employer.
- d) Employees will be allowed two (2) hours per calendar quarter, if needed, for doctor or dentist appointments which cannot be made outside of work hours. Medical appointments in excess of this will be charged against sick time. Employees are encouraged to schedule such appointments outside of their work hours.
- e) One (1) personal/sick day of the fifteen (15) potential days which can be accrued per year may be taken during the fiscal year in a minimum of one-quarter (1/4) day segments for personal business or appointments that must be conducted during the working hours. Use of this personal/sick time will not interrupt the earning of Personal Days.
- f) It shall be the responsibility of the employee to notify the department head in advance of sick leave usage, if possible. If the absence exceeds five consecutive days, or when an employee's attendance shows frequent or habitual absence because of claimed sickness, the employee will be required to provide the department head with a doctor's certificate on the approved form ("Appendix G") or substantially equivalent information testifying to the need for absence. Whenever possible, an employee who has been absent for more than five (5) days must notify his department head of his intention to return to work along with a written doctor's note.
- g) It shall be the responsibility of each department head to maintain accurate up-to-date leave records for his/her employees. Once every calendar year in the month of

January, the department head shall notify all employees of the amount of vacation and sick leave to their credit.

- h) For every calendar quarter of perfect attendance, an employee shall earn one Personal Day, up to a maximum of four (4) days. Perfect attendance for the purpose of this Article shall mean no time taken for tardiness, sick leave, unauthorized leave, authorized leave without pay, or disciplinary suspension. If an employee is prevented from earning a Personal Day because of a disciplinary suspension, and that suspension is later rescinded or overturned, the lost Personal Day will be restored. Personal Days shall be used at times mutually agreeable to the employee and the department head.
- i) If an employee has unused sick leave at the time of his/her retirement, he/she shall receive pay for each day of unused sick leave up to a maximum of one-hundred (100) days if he/she has a total accrual of 200 days or more as of the retirement date. If such accrual is less than 200 days, the maximum payment will be for ninety (90) sick days.
- j) If an employee has unused sick leave at the time of his/her death, his/her spouse and/or dependent children shall receive, on the basis of the employee's current wages, full compensation for any of the employee's unused accumulation of sick leave up to a maximum of one hundred (100) days if 200 or more days have been accrued as of the date of death. If such accrual is less than 200 days, the maximum payment will be for ninety (90) sick days.
- k) In the event that an employee becomes sick during his/her vacation, an employee may elect to change the vacation time that he/she is sick to sick leave and reschedule his/her vacation at a time mutually agreeable to the parties, provided that the employee has notified the Town immediately upon becoming sick, or as soon as possible. Medical verification of any sickness incurred while on vacation must be provided on form ("Appendix G") provided by the Town before vacation time may be changed to sick time.

7.1 Special Leave With Pay: The following types of leave with pay may be offered:

- a) **Worker's Compensation:** The Town will comply with all applicable state legislation relating to Worker's Compensation. All Town Worker's Compensation policies must be followed.

Whenever an employee is absent because of a Town service-connected disability or illness, such absence will not be charged against his/her accrued sick leave. Employees absent through such service-connected disability and who are eligible for Worker's Compensation payment shall receive salary continuation in an amount which together with weekly Worker's Compensation payments does not exceed his/her base weekly wage. Such salary continuation will apply only in the case of temporary total disability. The duration of salary continuation for work-related disability will be until the employee is able to return to duty, or the employee reaches maximum medical improvement, whichever comes first.

During the period of salary continuation, the Town will provide the employee with his/her regular weekly paycheck. Before and after the period of salary continuation, any Worker's Compensation payments will be made directly to the employee.

In those cases where the disabled employee may receive damages or awards through litigation or settlement against third parties, such employees will reimburse the Town for monies received during such absence. The Corporation Counsel is authorized by the Town to negotiate anything less than the full amount of such reimbursement subject to approval by the Town Council.

- b) **Jury Duty:** The Town will comply with State statutes regarding jury duty leave. Any employee who is required to be absent from work in order to report for jury duty on a regularly scheduled work day will receive pay for those hours for which he/she is absent from work for this reason, at his/her regular base hourly rate less any fee or other compensation paid to him/her for performing such jury duty. A second shift employee who reports for jury duty and is excused from jury service prior to 3:00 p.m. on any regularly scheduled work day shall report for work at the beginning of his regularly scheduled shift on such day. He shall not be eligible for pay by the Town unless he so reports to work. These provisions shall not apply in case of jury duty on any day during which the employee is not scheduled to work, nor on holidays, vacation periods, or authorized leaves of absence nor shall such provision apply to employees who have volunteered for jury duty.
- c) **Funeral Leave:** Three (3) days of special leave with full pay, in a period of seven (7) working days following the date of death shall be granted for death in the employee's immediate family. Immediate family, for purposes of this section, is defined as parents, grandparents, spouse, brother, sister, child, step-child, grandchild, son-in-law, daughter-in-law, brother-in-law, sister-in-law, mother-in-law, father-in-law, and any other relative that is domiciled in the employee's household.
- d) **Military Leave:** Employees may be granted leave with full pay at current base rate for the purpose of attending training camps for Reservists or National Guard members provided:
- Military pay and wages paid by the Town together do not exceed employee's regular wages.
 - Such training periods do not exceed two weeks.
- e) **Education Leave:** Employees may be granted leave with pay for participation in education or training courses, provided such courses are related to the employee's position and will enhance his/her value to the Town. A request for Education Leave must be in writing and must have the approval of the department head and the Mayor. Attendance at such education or training courses will not result in overtime payment, unless the attendance is required by the Department Director.

7.2 Family Medical Leave: The Town will comply with the terms of the Federal Family Medical Leave Acts. These terms include but are not limited to the following:

- a) Under circumstances described below, employees will be eligible for up to 12 weeks of paid or unpaid family and medical leave in a twelve-month period. Pursuant to Federal Law, employees may choose, or employers may require the employee to use, accrued paid leave to cover some or all of the FMLA leave taken. In addition, employees may choose, or employers may require, the substitution of accrued paid vacation or personal leave for any of the situations covered by FMLA.
- b) Events which qualify employees for such unpaid leave are:
 - Birth or adoption of a child or placement of a child in the employee's home for foster care.
 - A serious health condition, as defined by FMLA, of the employee or employee's spouse, employee's parent or child.
- c) To qualify for FMLA leave, employees requesting such leave must explain the reason for the leave in writing to Human Resources so that the Town can determine if FMLA-qualified leave will be granted.
- d) The Town may require medical certification to document the reason for the leave, where provided by law.
- e) The Town will notify the employee in writing before the leave begins that the leave has been designated as FMLA leave and will be deducted from the allowable maximum.
- f) During the period of FMLA-qualified leave, the employee shall not be credited for length of service and shall not be credited with time for the purpose of accruing sick leave and/or vacation leave.
- g) During the period of FMLA-qualified leave, the employee shall retain health benefits at the same level as before the leave. The Town will continue to pay the premiums as before the leave. Any employee contributions to health insurance shall be made directly to the Town by the employee.

7.3 Unpaid Leave of Absence: The Human Resources Director, with the advice of the department head, may grant a leave of absence without pay for a period not to exceed one (1) year, provided such leave may not be taken for the purpose of seeking or performing other employment. Requests for such leave shall be made in writing to the Human Resources Director and shall include a statement of the reasons for the leave and proposed length of the leave.

- a) During the period of leave without pay, except for military leave, the employee shall not be credited for length of service and shall not be credited with time for the purposes of accruing sick leave or vacation leave.
- b) Except as provided for in Article 7.3.d.2 below, an employee shall be reinstated from unpaid leave of absence to any position for which he/she is qualified that is comparable to the position the employee last held with the Town, but without any preferred status from his/her prior employment.

- c) Any employee who is on an unpaid leave of absence shall not be paid for any holidays or sick leave during the period of absence. Any vacation time due to an employee at the time the unpaid leave of absence commences may be paid at that time. Authorized unpaid leaves of absence for one (1) month or less will not be used as a basis of reducing health insurance benefits.
- d) The Town will comply with the terms of the Uniformed Services Employment and Reemployment Rights Act.
 - 1. No employee shall lose any seniority standing because of any military service including service in the National Guard or organized Reserves.
 - 2. Upon returning from extended active military service, an employee shall be reinstated to his former job, or one of like rank, and shall receive credit for the yearly increments awarded, if any, during his/her absence for military service, provided that he/she reports for work within ninety (90) days of his discharge from military service. The Human Resources Director will so notify, in writing, all employees entering extended active duty in the military service.
 - 3. The Town will give credit to the employee for time spent in military service for retirement purposes.
 - 4. The employee's accumulation of sick leave upon leaving for extended active duty in the military service shall be retained to his/her credit when he/she returns.

ARTICLE VIII
Wages and Benefits

8.0: The position classification and compensation plan shall be negotiated and made a part of this Agreement and attached hereto as Appendix "B," Appendix "C."

8.1: Whenever an employee is required to work in a higher classification for a period of fifteen (15) consecutive working days or more, he/she shall be paid at the lowest step in the higher classification that will produce an increase.

8.2: Whenever an employee is permanently moved from a class or position in one grade to a different class in a grade having a higher maximum, they shall be paid at the lowest step in the higher range that produces an increase.

8.3: Whenever an employee is permanently moved from a class or position in one grade to a class having a lower maximum, they shall be paid at the step in the lower range that is the same as received in the former.

8.4: Employees shall receive longevity payments in a lump sum which shall be computed on their anniversary date in recognition of their length of service on the following basis and paid annually in September, or date first due, if it should be after September.

- a) Pro rata longevity payments shall be granted to an employee in the event he terminates his services, provided such termination is not the result of a dismissal.

<u>Years of Service</u>	<u>Minimum Amount</u>
6 to 8	\$230.00
9 to 13	\$260.00
14 to 19	\$290.00
20 or more	\$330.00

8.5: Employees required to use a privately-owned automobile for the conduct of Town business shall be reimbursed, once a month, for all mileage driven at the published I.R.S. rate. Employees must adhere to the Town of East Hartford's motor vehicle use policy.

8.6: No employee will be paid more than the maximum, nor less than the minimum listed for his/her position grade.

ARTICLE IX Insurance and Pension

9.0: The Town shall provide and pay for the following insurance benefits for all active employees and their enrolled dependents:

- a) Preferred Provider (PPO) Plan with Managed Care provisions, as described in Appendix D.
- b) Full Service Prescription Drug coverage, as described in Appendix D.
- c) The Triple Option Dental Plan, as described in Appendix E.
- d) Vision Care Endorsement for employee and spouse, as described in Appendix D.
- e) The Town shall provide and pay for a Twenty Thousand (\$20,000) dollar life insurance policy for each employee, with Accidental Death and Dismemberment coverage in the principal sum and including Forty Thousand (\$40,000) dollar coverage in the event of accidental death.
- f) Employees may select, in lieu of the plan described in Appendix D and subject to availability, coverage in a health maintenance organization
- g) All members of the bargaining unit who elect coverage under Sections a), b), d) and f) above (health, prescription drug, vision, and the HMO option) will contribute toward the cost of such insurance benefits.
 - 1. Effective July 1, 2008, bargaining unit members shall be required to contribute twelve percent (12%) of the cost of his or her insurance coverage through monthly payroll deductions.
 - 2. Effective July 1, 2009, bargaining unit members shall be required to contribute twelve percent (12%) of the cost of his or her insurance coverage through monthly payroll deductions.

- h) The premium cost sharing described above will be on a pre-tax basis in accordance with Section 125 of the Internal Revenue Service Code.
- i) The Town of East Hartford will implement a "Health Benefit Opt-Out Incentive Program." This plan will offer employees a financial incentive to drop Town-sponsored health insurance (excluding Dental) if they have or can get health benefits through another plan.

1. The payments to be made to employees who drop their Town-sponsored health insurance plan (Blue Cross & Blue Shield or any HMO), excluding Dental, will be as follows:

Coverage Type	Payment Amount
Individual	\$ 500.00
Individual plus one dependent	\$ 750.00
Individual plus two or more dependents	\$1,000.00

No payment will be made for a reduction in the number of dependents. The employee's entire contract must be canceled by the employee to qualify for payment.

2. One-quarter of the above amounts (\$125.00, \$187.50, \$250.00, respectively) will be paid at the end of the fiscal quarter for which the plan is canceled. Prorated payments will be made if an employee's plan is canceled partway through a quarter.
3. Employees wishing to take advantage of this option will fill out the change form provided by their plan and the "Health Benefit Opt-Out Form," attached as Appendix F, and will provide written evidence of health insurance coverage by another plan.
4. Current employees who are eligible but are not now on a Town-sponsored insurance plan will be qualified for this incentive upon presentation of proof of coverage by another health insurance plan.
5. New employees who are eligible for Town coverage upon employment but choose not to enroll will be eligible for this incentive upon presentation of written evidence of health insurance coverage by another plan. Prorated payments will be made to new employees if they begin employment partway through a quarter.
6. Employees who opt-out of their Town-sponsored plan and then find that the other source of coverage is no longer available may re-enroll in a Town plan subject to the rules of that plan. Employees can enroll in the Town's Blue Cross & Blue Shield only at the first of each month. Enrollment in any of the Town's HMO's can be done only at Open Enrollment in May of each year.

9.1: The Town reserves the option to change insurance carriers from time to time, through competitive bidding, for all insurance benefits; however, any insurance benefits being provided shall not be affected by the change in carriers, and shall be the equivalent or better than the then existing referenced coverages.

9.2: "Retired employee" shall mean a former employee who was continuously employed by the Town until commencement of a pension benefit, who has met the requirements for a normal or disability retirement as defined by the pension plan. "Vested benefit recipient" shall mean any former employee who terminated service after meeting the requirements for vesting under the pension plan.

The Town shall provide and pay for the insurance benefits listed in Section 9.0 a. and b. for all employees upon retirement.

- a) For retired employees age 65 and over, who are eligible for Medicare, Parts A and B Supplemental coverage shall be provided in place of the foregoing coverage.
- b) The Town shall provide and pay for the insurance benefits as described in Section 9.0 a. and b. for the retired employee's spouse, under the following circumstances:
 - i. The retired employee must attain age 60 before his spouse will be eligible for this coverage.
 - ii. If the retired employee remarries, the new spouse will not be eligible for this coverage.
 - iii. The term spouse shall mean the retired employee's spouse who shall have been married and living with the employee as his wife at the time of his retirement. When the retired employee dies, all coverages to his spouse shall cease, unless such spouse elects to continue this coverage by the deduction of 100% of the monthly premium from her pension check.
 - iv. In order for this coverage to be effective, the retired employee must pay to the Town 50% of the monthly premium, as determined by the Town. This premium shall be deducted from the retired employee's monthly pension check. If such deduction is not made continuously from his pension check commencing with his 60th birthday, all coverage to the spouse shall cease and not be reinstated.
 - v. When the retired employee's spouse reaches age sixty-five (65) and enrolls in Medicare, the Town will pay 100% of the premium for the Parts A and B Supplemental coverage.
 - vi. Each retiree will be provided with a Five Thousand (5,000) Dollar life insurance policy.
 - vii. The employee Retirement Plan shall be a part of the Agreement and annexed thereto.

9.3: Disability Insurance – Employees shall have the option to purchase disability insurance (i.e. AFLAC) through payroll deduction.

ARTICLE X
Safety and Health

10.0: A Safety Committee consisting of two members representing the Union and two members representing the Town shall be appointed and said committee shall meet with the Town to review and recommend safety and health conditions.

10.1: An employee may be away from his/her work station a maximum of thirty (30) minutes during the work day for breaks.

10.2: The Town shall provide each employee with a proper identification card which will include photo and other data for identification purposes where there is a demonstrated need.

10.3: Upon receiving the original sales receipt, the Town shall reimburse employees for the purchase of hardened toe safety shoes (i.e. steel or plastic). The Town shall not be obligated to reimburse any employee more than one time in a 12 month period. If such safety shoes exceed the price of \$125 dollars, the employee shall pay the remainder of the cost. The following positions are entitled to have safety shoes: Custodian, Building Maintainer, HVAC Maintainer, and the following Assistant Building Officials: Building Inspector, Electrical Inspector, and Plumbing and Heating Inspector. Employees shall be required to wear such shoes at all times while on duty. Any waivers to this requirement must be approved in writing by a Doctor or Director of the Department.

Uniforms shall also be provided to the Custodian, Building Maintainer, and HVAC Maintainer, if such employees request on or before July 1 of each year they be issued such uniforms. Employees who are provided uniforms shall wear such uniforms at all times while on duty.

ARTICLE XI
Savings Clause

11.0: If any section, sentence, clause, or phrase of this Agreement shall be held for any reason to be inoperative, void or invalid, the validity of the remaining portions of this Agreement shall not be affected thereby, it being the intention of the parties in adopting this Agreement that no portion or provisions herein shall become inoperative or fail by reason of the invalidity of any other portion or provision and the parties do hereby declare that it would have severally approved of the adopted provisions contained herein, separately and apart from the other.

ARTICLE XII
Management Rights

12.0: Except as specifically abridged or modified by any provision of this Agreement, the Town will continue to have, whether exercised or not, all of the rights, powers and authority heretofore existing, including but not limited to the following: Determine the standards of selection for employment; direct its employees; take disciplinary action; issue rules and regulations; maintain the efficiency of governmental operations, determine the methods, means and personnel by which the Town's operations are to be conducted; determine the content of job

classifications; exercise complete control and discretion over its organization and the technology of performing its work; and fulfill all of its legal responsibilities. The above rights and prerogatives are inherent in the Town Council and the Mayor by virtue of statutory and charter provisions and cannot be subject to any grievance or arbitration proceeding except as specifically provided for in this Agreement, but the manner of exercises of such fights may be subject to the grievance procedure described in this Agreement.

ARTICLE XIII **Grievance Procedure**

13.0: Grievances arising out of matters covered by this Agreement and disputes and consultations of any questions arising out of the employer-employee relationship will be processed in the following manner at the request of either party.

Step 1: Between the Union Steward, the aggrieved party, and the immediate Supervisor. The immediate Supervisor shall hear the grievance at once, and notify the Union Steward of his decision within five (5) working days from the day the grievance was presented.

A grievance may be presented either orally or in writing at this step of the grievance procedure. If the grievance is presented orally to the Supervisor and is not satisfactorily settled, it must be reduced to writing and there must be set forth in the spaces provided, all of the following:

- A. A statement of the grievance and the facts involved.
- B. The remedy requested.
- C. The violation, if any, of the Agreement which is claimed.

Step 2: If the grievance is not settled in Step 1 within the required time, the aggrieved party, his Steward, and one member of the Executive Committee may take the grievance up with the Director of the department involved. Such appeal action from the first step of this procedure must take place within fifteen (15) working days of the date on which the first step disposition was rendered. The Director of the department involved will confer with the aggrieved party and his representatives within five (5) working days of receipt of the appeal action. The Director of the department and the Union may include in the conference any other individual concerned and the Director of the department involved shall give his deposition, in writing, no later than five (5) working days after such conference.

Step 3: If the decision of the Director of the department involved in Step 2 is not satisfactory, the Union may appeal within ten (10) working days of such decision to the Human Resources Director. The aggrieved party may be represented at this step of the grievance procedure by the Steward, one member of the Executive Committee and one other individual of the Union's own choosing. The Human Resources Director and the Union may include in the conference any individuals concerned and the Human Resources Director will give an answer in writing to the appealing employee within five (5) working days. Such written disposition will be rendered on the form provided. Employees appealing decisions regarding promotion, demotion, suspension, or discharge may submit such grievances directly to this step of the grievance procedure without the necessity of complying with procedures set forth in Steps 1 and 2.

Step 4: If the grievance is not satisfactorily settled at Step 3, either party may submit the dispute, within thirty (30) days of receiving such disposition, to arbitration by the Connecticut State Board of Mediation and Arbitration. The decision of the arbitrators will be final and binding on both parties.

13.1: Officers and/or Stewards, not to exceed three (3) members of the Union, as shall be designated by the Union for the purpose of conducting contract negotiations, shall be afforded the necessary amount of time, without loss of pay, to conduct such business.

Officers and/or Stewards, not to exceed two (2) members of the Union, may be designated by the Union for the purpose of adjusting grievances and shall be afforded the necessary amount of time, without loss of pay, to conduct such business.

13.2: The Union shall furnish the Town with a list of its Officers, Executive Committee members and Stewards, and shall, as soon as possible, notify the Town, in writing, of any change therein. Such notification shall be sent to the Human Resources Director, Town Hall, East Hartford. No Officer, Executive Committee member or Steward shall be recognized by the Town until such written notification of his appointment is received by the Town from a duly authorized officer of the Union.

13.3: In addition to those persons specified, the Union or the Town may, at Step 3 and 4 of the grievance procedure, have other representatives present during the presentation of grievances, provided either party shall so advise the other a reasonable period in advance of such hearing. Employee grievances must be filed no later than ten (10) working days following the date of the incident giving rise to the alleged grievance, however, failure of an individual to grieve does not establish a precedent for settlement in any future grievance.

ARTICLE XIV **Union Leave**

14.0: Two (2) members of the Union may attend the State CSEA convention or other Union event each year without loss of pay. Each employee shall be granted up to a maximum of three (3) days of such leave. The total number of days granted to the bargaining unit shall not exceed six (6) days in any year. Employees using such leave shall notify their supervisor at least five (5) days in advance of taking the leave.

ARTICLE XV **Right to Review**

15.0: All employees shall have the right to review their personnel file upon reasonable request to the Human Resources Director and at such time that the request will not interfere with the orderly operation of the Human Resources Department. The Human Resources Director shall have the right to refuse a request when there is a reasonable cause to believe an employee is abusing the privilege.

ARTICLE XVI
Non-Discrimination

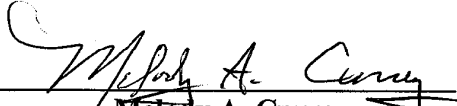
16.0: The provisions of this Agreement shall be applied equally to all employees in the Bargaining Unit without discrimination because of age, sex, marital status, race, color, creed, national origin, political affiliation, sexual orientation, or Union membership.

ARTICLE XVII
Duration


17.0: This Agreement shall remain in full force and effect until the 30th day of June, 2010 except that it may be amended at any time by mutual agreement, or upon the anniversary date of said Agreement by giving to the other party not less than one hundred twenty (120) days written notice of intention to propose amendments.

IN WITNESS WHEREOF, the parties have caused their names to be signed on this 26th day of March, 2009.

TOWN OF EAST HARTFORD




Melody A. Currey,
Mayor




Steven V. Bielenda, Esq.
Director of Human Resources


CSEA, LOCAL #2001, SEIU, CTW, CLC



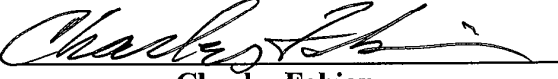
Michael Dayton,
President, CSEA, Local#2001, Chapt. I-15



Gary Laleski,
Vice-President, CSEA, Local#2001, Chapt. I-15




Stacey Dew
Exec. Bd. Mem., CSEA, Local#2001, Chapt. I-15



Charles Fabian
Staff Representative

The above and foregoing is a true and attested copy of the contract between the Town of East Hartford and the CSEA, Local #2001, SEIU, CTW, CLC.



Sharon A. Miller
Town Clerk

APPENDIX A

EAST HARTFORD CSEA, Local 2001, SEIU,CTW,CLC.

AUTHORIZATION FOR PAYROLL DEDUCTION

BY: _____
(Please Print) Last Name First Middle

BY: _____
Name of Employer

Effective _____, I hereby request and authorize you deduct from my earnings a sufficient amount to provide for the regular payment of the current rate of monthly Union dues, as certified by the Union. The amount deducted shall be paid to the Treasurer of CSEA, Local 2001, SEIU, CTW,CLC.

The authorization shall remain in effect in accordance with the working Agreement or upon termination of my employment.

Employee's Signature

Street Address

City and State

APPENDIX B

Effective and retroactive to July 1, 2008, the salaries in effect on June 30, under each grade and for each step will be increased by one and one-half percent (1.5%)

Effective July 1, 2009, the salaries in effect on June 30, 2009 under each grade and for each step will be increased by one and one-half percent (1.5%)

Employees shall move up one step each year until they reach maximum step in their classification.

APPENDIX C

Grade	Classification/Job Title	Increase	Fiscal Year	Step 1	Step 2	Step 3	Step 4	Step 5
1	Custodian	1.50%	2008-2009	\$ 26,054	\$ 27,356	\$ 28,723	\$ 30,161	\$ 31,669
		1.50%	2009-2010	\$ 26,445	\$ 27,767	\$ 29,154	\$ 30,613	\$ 32,144
3	Accounts Clerk	1.50%	2008-2009	\$ 29,357	\$ 30,827	\$ 32,365	\$ 33,984	\$ 35,681
	Administrative Clerk II	1.50%	2009-2010	\$ 29,797	\$ 31,289	\$ 32,851	\$ 34,494	\$ 36,217
	Assessment Clerk II							
	Food Bank Coordinator							
	Records Clerk							
	Police Records Clerk							
4	Accounts Clerk II	1.50%	2008-2009	\$ 31,207	\$ 32,764	\$ 34,403	\$ 36,123	\$ 37,930
	Admin.Clerk III	1.50%	2009-2010	\$ 31,675	\$ 33,256	\$ 34,919	\$ 36,665	\$ 38,498
	Admin.Clerk III/Recycling/Landfill							
	Administrative Secretary II							
	Assessment Clerk III							
	Police Records Clerk II							
5	Accounts Clerk III	1.50%	2008-2009	\$ 33,202	\$ 34,863	\$ 36,607	\$ 38,438	\$ 40,358
	Administrative Secretary II - Parks	1.50%	2009-2010	\$ 33,700	\$ 35,386	\$ 37,156	\$ 39,015	\$ 40,964
	Building Maintainer							
6	Administrative Secretary III	1.50%	2008-2009	\$ 35,361	\$ 37,130	\$ 38,985	\$ 40,935	\$ 42,981
	Assessors Assistant	1.50%	2009-2010	\$ 35,891	\$ 37,687	\$ 39,570	\$ 41,549	\$ 43,626
	Assistant Town Clerk							
	Office Interdepartmental							
7	Accounting Assistant	1.50%	2008-2009	\$ 37,695	\$ 39,581	\$ 41,557	\$ 43,636	\$ 45,820
	Administrative Aide	1.50%	2009-2010	\$ 38,260	\$ 40,175	\$ 42,181	\$ 44,290	\$ 46,507
	Caseworker I							
	Town Council Clerk							
	Deputy Town Clerk							
8	Delinquent Tax Collector	1.50%	2008-2009	\$ 40,222	\$ 42,231	\$ 44,341	\$ 46,560	\$ 48,888
	Engineering Tech III	1.50%	2009-2010	\$ 40,826	\$ 42,865	\$ 45,006	\$ 47,258	\$ 49,622
9	Assistant Collector of Revenue	1.50%	2008-2009	\$ 42,956	\$ 45,103	\$ 47,357	\$ 49,726	\$ 52,213
	Assistant Grants Administrator	1.50%	2009-2010	\$ 43,600	\$ 45,779	\$ 48,067	\$ 50,472	\$ 52,996
	Assessment Systems Coordinator							
	Animal Control Officer							
	Caseworker II							
	Housing Specialist							
	HVAC Maintenance/Repairman							
	Property Maintenance Inspector							
	Real & Personal Property Assistant							
	Senior Secretary to the Mayor							
10	Asst. Zoning Enforcement Official	1.50%	2008-2009	\$ 45,917	\$ 48,216	\$ 50,624	\$ 53,156	\$ 55,815

	Counseling Coordinator	1.50%	2009-2010	\$ 46,605	\$ 48,939	\$ 51,384	\$ 53,953	\$ 56,652
	Economic Development Specialist							
	Engineering Tech IV							
	Housing Planning Analyst							
	Information Systems Specialist							
	Payroll Coordinator							
	Program Supervisor, Senior Centers							
	Supervisor Rec/Aquatics							
	Youth Services Program Coordinator							
11	Asst. Bldg. Official Electrical	1.50%	2008-2009	\$ 49,135	\$ 51,591	\$ 54,170	\$ 56,878	\$ 59,722
	Asst. Bldg. Official General	1.50%	2009-2010	\$ 49,872	\$ 52,365	\$ 54,982	\$ 57,731	\$ 60,617
	Asst. Bldg. Official P & H							
	Elderly Services Coordinator							
	Emergency Management Coordinator							
	Programmer Systems Analyst							
	Public Health Sanitarian							
12	Operations Engineer	1.50%	2008-2009	\$ 52,620	\$ 55,255	\$ 58,014	\$ 60,916	\$ 63,962
	Spvr. Property Maintenance Inspector	1.50%	2009-2010	\$ 53,409	\$ 56,083	\$ 58,885	\$ 61,830	\$ 64,922
13	Assistant Town Engineer	1.50%	2008-2009	\$ 56,411	\$ 59,229	\$ 62,194	\$ 65,299	\$ 68,568
	Civil Engineer	1.50%	2009-2010	\$ 57,257	\$ 60,118	\$ 63,127	\$ 66,278	\$ 69,597
	Purchasing Agent							
14	Building Division Supervisor	1.50%	2008-2009	\$ 60,526	\$ 63,556	\$ 66,735	\$ 70,067	\$ 73,573
	Deputy Assessor	1.50%	2009-2010	\$ 61,434	\$ 64,510	\$ 67,736	\$ 71,118	\$ 74,677
15	Town Planner	1.50%	2008-2009	\$ 65,012	\$ 68,260	\$ 71,670	\$ 75,254	\$ 79,016
		1.50%	2009-2010	\$ 65,987	\$ 69,284	\$ 72,745	\$ 76,383	\$ 80,201

Town of East Hartford
CSEA, Local 2001, Medical Plan Appendix D

Benefits	P.P.O. Plan with Managed Benefits
Costshares	In-Network
	In-Network services subject to co-pays <ul style="list-style-type: none"> • \$5 Office Co-pay • \$25 Emergency Room Co-pay • \$0 Outpatient Surgical Co-pay • \$0 Per Hospital Admission Co-pay • Lifetime Maximum-Unlimited
	Out-of-Network
	<ul style="list-style-type: none"> • Deductible - \$200/\$400/\$500 • Coinsurance - 80%/20% to \$4,000/\$8,000/\$10,000 • Out-of-Pocket Maximum \$1,000/\$2,000/\$2,500 • Lifetime Maximum Out-of-Network - \$1,000,000
Preventive Care	
Pediatric	\$5 Co-pay. Covered according to age-based schedule Examination Schedule:
Adult	<ul style="list-style-type: none"> • Birth - 1 year 6 examinations • 1 year - 5 years 6 examinations • 6 years - 10 years 1 examination every 2 years • 11 years - 21 years 1 examination every year • 22 years - 29 years 1 examination every 5 years • 30 years - 39 years 1 examination every 3 years • 40 years - 49 years 1 examination every 2 years • 50 and over 1 examination annually
Vision	\$5 Co-pay covered once every 2 years
Hearing	\$5 Co-pay covered once every year
Gynecological	\$5 Co-pay, one routine examination every year
Medical Services	
Medical Office Visit	\$5 Co-pay
Outpatient PT/OT/Chiro/ Speech Therapy	Covered up to 60 combined treatments per member per calendar year. (Treatment Plan Required)

Town of East Hartford CSEA, Local 2001, Medical Plan Appendix D	
Allergy Services	\$5 Co-pay for visits and tests <i>(Treatment Plan Required)</i> \$0 Co-pay on injections
Diagnostic Lab & X-ray	Covered
Surgery Fees	Covered
Office Surgery	Covered
Outpatient MH/SA	Covered at 50% up to 40 visits per Calendar year In and Out-of-Network
Emergency Care	
Emergency Room	\$25 Co-pay (Waived if Admitted)
Urgent Care	\$25 Co-pay
Ambulance	Covered up to \$500 per trip - land Covered up to \$3,000 per trip - air
Inpatient Hospital	
Note: All hospital admissions require pre-cert.	
General/Medical/Surgical/ Maternity (Semi-Private)	Covered
Ancillary Services <i>(Medical Supplies)</i>	Covered
Psychiatric	Covered up to 60 days per calendar year <i>(120 partial)</i>
Substance Abuse/Detox	Covered up to 60 days per calendar year <i>(120 partial)</i>
Rehabilitative	Covered up to 60 days per calendar year
Skilled Nursing Facility	Covered up to 120 days per calendar year
Hospice	Covered up to 60 days
Outpatient Hospital	
Outpatient Surgery	Covered
Facility Charges	
Diagnostic Lab & X-ray	Covered

Town of East Hartford
CSEA, Local 2001, Medical Plan Appendix D

Pre-Admission Testing	Covered
Other Services	
Durable Medical Equipment	Covered
Prosthetics	Covered
Home Health Care	200 Visits per calendar year
Prescription Drugs	\$3/\$6/\$0 Managed Pharmacy Card Plan, \$2,000 annual maximum, additional coverage out-of-network
<p>This is a summary of benefits and is by its nature limited in detail and scope. Refer to the plan document for full details of coverage.</p>	

APPENDIX D (Continued)

With regard to Article IX, Section 9.0 d) Vision Care:

It is the intent of the parties to retain the Century 98 Vision Care Endorsement as specified in the 7/1/95 - 6/30/98 contract.

APPENDIX E

**EAST HARTFORD
TRIPLE OPTIONAL DENTAL PLAN**

BENEFIT DESCRIPTION	PPO IN NETWORK NO DEDUCTIBLE	FLEX DENTAL \$50 DEDUCTIBLE*	OUT OF NETWORK \$200 DEDUCTIBLE
ANNUAL MAXIMUM	Unlimited	Unlimited	Unlimited
BENEFIT	Coinsurance	Coinsurance	Coinsurance
PREVENTIVE SERVICES			
Prophylaxis	100%	100%	80%
Oral Hygiene Instruction (Included with Oral Evaluation)	100%	100%	80%
Fluoride Treatment to age 19	100%	100%	80%
Sealants	100%	100%	50%
Space Maintainers	100%	100%	50%
DIAGNOSTIC SERVICES			
Oral Evaluation	100%	100%	70%
Radiographs	100%	100%	70%
Pulp Vitality Test (Included with Oral Evaluation)	100%	100%	70%
RESTORATIVE SERVICES			
Amalgam Fillings	100%	100%	50%
Resin Fillings	100%	100%	50%
ENDODONTICS			
Root Canal	100%	80%	50%
Apicoectomy	100%	80%	50%
ORAL SURGERY			
Simple Extractions	100%	100%	50%
Surgical Extractions and Impaction	50%	50%	50%
Treatment of Fractures & Dislocations	50%	50%	Not Covered
GENERAL SERVICES			
Consultation	60%	50%	Not Covered
General Anesthesia	60%	50%	Not Covered
Emergency Treatment	100%	100%	50%
PERIDONTICS			
Gingival Curettage	50%	50%	Not Covered

	PPO IN NETWORK NO DEDUCTIBLE	FLEX DENTAL \$50 DEDUCTIBLE*	OUT OF NETWORK \$200 DEDUCTIBLE
Gingivectomy or Gingivoplasty	50%	50%	Not Covered
Osseous Surgery	50%	50%	Not Covered
Mucogingival Surgery	50%	50%	Not Covered
Management of Acute Infection and oral lesions	50%	50%	Not Covered
PROSTHODONTICS			
Dentures Full and Partial	50%	Not Covered	Not Covered
Crowns, Bridges, fixed and removable	50%	Not Covered	Not Covered
Inlays, onlays and crowns not part of bridge	100%	50%	Not Covered
Addition of teeth to partial denture to replace extracted teeth	50%	Not Covered	Not Covered
Repair of Dentures	100%	100%	Not Covered
Orthodontia \$1,000 Lifetime maximum Dependents covered to age 19	50%	50%	Not Covered

*Flex Dental deductible does not apply to preventive services or sealants.

Benefits will be available for resin (synthetic) fillings on anterior or bicuspid teeth only. For resin (synthetic) fillings on molar teeth, the member coinsurance obligation will increase. Benefits will be provided in an amount equal to the maximum allowable (MAA) amount for an amalgam filling. The member will be responsible for any amounts over the MAA.

This is not a legal contract. It is only a general description of the Triple Option Dental Program.

11-May-01

APPENDIX F

HEALTH BENEFIT OPT-OUT FORM

Employee Name _____ Date of Form Completion _____

Department _____ Effective Date of Cancellation _____

**Statement of Election to Participate in Town of East Hartford
Health Benefit Opt-Out Program**

I elect to cancel my health insurance (but not my dental insurance) with the Town of East Hartford. The health plan that I will be covered under is offered through _____ (name of company offering program). The name of the plan providing my insurance coverage (name of health insurance carrier) is _____. This plan covers: my spouse, my family, and myself (*check all that apply*).

Attached is documentation of my enrollment in the above plan.

In exchange for canceling my health insurance, I elect to receive a cash payment (totaling \$500 for individual employee coverage, \$750 for employee plus one dependent coverage, or \$1,000 for employee plus family coverage) to be paid in quarterly installments in October, January, April, and July. I understand that by accepting the opt-out program, I am no longer covered by the Town's health insurance program. However, I will continue to be covered by the Town's dental insurance program.

Employee Signature _____ Date _____

Notary _____ Date _____

APPENDIX G

A medical certificate submitted in accordance with Article VII, Section 7.0 (f) shall be on the following form or shall contain substantially equivalent information

MEDICAL CERTIFICATE FORM

NAME OF DOCTOR _____

ADDRESS: _____

TEL. NO. _____

TO: Director of Human Resources
740 Main Street
East Hartford, CT 06108

FROM: _____

DATE: _____

As a physician duly licensed by the State of _____, I hereby certify that _____ who was seen by me on _____ was unable to work during the continuous period from _____ to _____.

CHOICE ONE

He/she was under my care on or after _____.

I also certify that said employee can return to duty with no restrictions on _____.

CHOICE TWO

He/she was under my care on or after _____.

I also certify that said employee can return to duty with the following restrictions:

_____.

Signature of Physician

Date: _____