

AGREEMENT

BETWEEN THE

TOWN OF WETHERSFIELD

AND THE

CSEA/SEIU LOCAL 2001
(Custodian and Maintenance)

July 1, 2021 - June 30, 2024

Contents

PREAMBLE	3
HOURS OF WORK	4
A. Work Week.....	4
B. Meal Period	5
C. Breaks.....	5
D. Overtime.....	5
E. Call Back.....	8
F. Shift Differential	8
G. Weekend Safety Check	8
H. Summer Hours/Vacation schedule.....	8
I. Temporary Assignments.....	9
SENIORITY, ASSIGNMENTS, PROMOTIONS, LAYOFFS	10
A. Seniority and Probationary Period.....	10
B. Assignments	10
C. Promotions.....	10
D. Transfers (Lateral or demotion).....	11
E. Layoff Procedure.....	11
WAGES.....	12
A. Classification.....	12
B. StepMovement	13
C. Wage Rates.....	13
D. Overtime.....	13
VACATIONS.....	14
HOLIDAYS	14
HEALTH INSURANCE	16
A. Alternate Health Insurance Carriers.....	16
B. Health Insurance Plan.....	17
2. Employee Premium Contribution for Insurance:	18
3. Town Funding of Annual Deductible:	18
4. Dental Insurance	18
5. Wellness Program:.....	19
6. Waiver of Health Insurance Coverage.....	19
7. Health Insurance for Retired Employees.....	20

8. Excise Taxes	20
LIFE INSURANCE	21
A. Alternate Life Insurance Carriers	21
B. Life Insurance for Active Employees	21
C. Life Insurance for Retired Employees	21
Defined Benefit Pension Plan	22
Defined Contribution 401 (a) Pension Plan	23
OTHER POST EMPLOYMENT BENEFITS (OPEB)	23
LEAVE PROVISIONS	23
A. Personal Leave	23
B. Authorized Sick Leave	24
1. For Active Members:	24
2. Sick Leave Payout:	24
C. Authorized Workers' Compensation	24
D. Authorized Leave Without Pay	25
E. Unauthorized Absence	25
F. Bereavement Leave	25
G. Jury Duty	25
GRIEVANCE PROCEDURE	25
A. DEFINITIONS:	25
D. PROCEDURE	26
1. Informal Resolution	26
2. Formal Resolution	26
DISCIPLINE	29
UNIFORMS, SHOES & LICENSES	29
A. Uniforms & Shoes	29
B. Licenses	30
HEALTH AND SAFETY	30
MANAGEMENT RIGHTS	30
DURATION	31
APPENDIX A Pay Grade List	33
EXHIBIT A MEMORANDUM OF UNDERSTANDING REGARDING INSURANCE PROVIDER	36

PREAMBLE

This Agreement is negotiated under Connecticut General Statutes in order (a) to fix for its term the wage, hours, and all other conditions of employment provided herein, and (b) to encourage and abet effective and harmonious working relationships between the Town of Wethersfield, hereinafter referred to as the Town, and the CSEA/SEIU Local 2001 hereinafter referred to as the Union.

ARTICLE I RECOGNITION

The Town recognizes CSEA/SEIU Local 2001 as the bargaining representative for the purposes of collective bargaining in respect to wages, hours and other conditions of employment for custodial and maintenance employees of the Town, excluding temporary employees, substitutes, supervisory employees and other employees excluded by the Municipal Employees Relations Act.

ARTICLE II UNION SECURITY

- A. During the life of this Agreement, an employee retains the freedom of choice whether or not to be a member of the Union.
- B. Upon receipt of individual written authorization from bargaining unit members, the Town agrees to deduct Union dues and voluntary political fund contributions from earned wages and remit those amounts promptly to CSEA, SEIU Local 2001 not later than the last day of each month. Such deduction shall be discontinued upon written request of an employee thirty (30) days in advance.
- C. The Parties acknowledge and agree the term "written authorization" as used in this Agreement includes authorizations created and maintained by the use of electronic records and electronic signatures consistent with Federal and State laws.
- D. The Chapter President shall receive electronic notification of the name, job title, work location, shift for all newly hire employees within seven (7) days of the date of hire.
- E. The Town shall provide each worksite with a Union bulletin board.

- F. The Union agrees to indemnify and hold the Town harmless for any liability or damages, including reasonable attorneys' fees, incurred by the Town regarding any claim arising out of this Article.

**ARTICLE III
HOURS OF WORK**

A. Work Week

The standard work week for full-time employees will be eight hours a day normally worked in five consecutive days, as follows:

Custodians First Shift: 6:00 am- 2:30 pm (Head Custodian at WHS)
6:30 am- 3:00 pm (1 position @ WHS & Head Custodian at SDMS)
7:00 am-3:30 pm (Elementary Schools)

Custodians Second Shift: 3:00 pm- 11:00 pm

Custodians Third Shift: 10:30 pm-6:30 am (WHS)
There will not be a "lead" position during the 3rd shift.

Maintenance Department: 7:00am-3:30 pm

The Town reserves the right to modify the starting and ending time of these shifts with at least two weeks' prior written notification to the affected employees and the Union, except in cases of emergency.

Employees are required to commence working when the shift begins. If an employee is unable to report for his assigned shift, the employee must provide notification as required by the Town as soon as possible, but at least hour (4) hours prior to the reporting time except in special circumstances.

On inclement weather days if an employee reports to work late or has an approved scheduled absence, accrued personal or vacation leave may be used. Sick leave may be used in accordance with Article XII, Leave Provisions, B. Sick Leave.

If a shift is cancelled or shortened for any reason, the employee will suffer no loss of wages for any time lost from work.

The Town reserves the right to maintain part-time positions to meet the needs of the Town, that include Saturday and/or Sunday, provided that full-time employees shall not be involuntarily assigned to such shifts. Further, part-time employees will not cover special activities (non-school related activities) in lieu of calling in a custodian to cover the activity unless no full-time employee is available.

B. Meal Period

Meal periods will be ½ hour per work day as scheduled by the Town, normally in the middle of the shift.

Maintenance and First Shift employees will receive a ½ hour unpaid meal period. The ½ hour time limit on this meal period will be strictly enforced.

Second and Third Shift employees will receive a ½ hour paid meal period, during which they shall remain on site and on call except in special circumstances.

C. Breaks

Work demands permitting, each employee is entitled to two (2) ten (10) minute breaks during each work day as scheduled by their head custodian or immediate supervisor.

D. Overtime

To meet the needs of the Town, the Director of Physical Services or his/ her designee may authorize overtime work. No other employee may authorize overtime. Such overtime shall be assigned by the Town, as best meets the needs of the town. Except in specific situations in which certain personnel are needed, overtime shall be assigned at each school location on a rotating basis among members available and willing to perform such work. Assignment to weekend building checks, if any, shall be made on a rotating basis among members who express interest in such assignments. The Town reserves the right to assign overtime on a rotating basis if sufficient volunteers are not available. The Town also reserves the right to utilize substitutes to cover for employees who are absent from work for any reason.

An overtime rate of one and one-half times (“time-and-a half”) the regular hourly rate is paid for hours worked beyond forty (40) hours actually worked in the

Note: after three consecutive days, additional 4 hours to cover post

An overtime rate of one and one-half times ("time-and-a-half") the regular hourly rate is paid for hours worked beyond forty (40) hours actually worked in the work week (excluding time that is paid but not worked). "Double time" rates (two times the regular hourly rate) will be paid for work on Sundays and on Holidays (as defined in Article VII), provided however that this overtime rate does not apply to emergency call back situations (Paragraph E).

E. Call Back

An employee who is called back to work for emergencies outside of his/her normal work hours (Monday-Saturday) will be paid at time-and-a half the regular hourly rate, and an employee who is called back to work for emergencies on a Sunday or Holiday will be paid at twice the regular hourly rate with a guaranteed minimum sum equivalent to three (3) hours pay. This provision does not apply to special pre-arranged work assignments or projects.

F. Shift Differential

Employees who work the third shift as provided in A. of Article III will receive an additional \$.50 per hour.

G. Weekend Safety Check

Custodians shall participate in the weekend safety and security checks and pool checks of their buildings unless these duties are assigned to an employee as part of his/her regular duties. Building checks and pool checks are a maximum of two (2) hours.

Employees who must travel from building to building for such building checks will be reimbursed mileage in accordance with the prevailing IRS rate per mile of travel.

H. Summer Hours/Vacation schedule

Elementary Schools (Web and Hammer)
1st shift 7:00 a.m. to 3:30 p.m.
2nd shift 1:00 pm to 9:00 pm

Elementary Schools (Highcrest, Charles Wright, and Emerson Williams)
1st shift (all staff) 7:00 am to 3:30 pm

Middle School
1st shift 7:00 a.m. to 3:30 p.m.
2nd shift 3:00 p.m. to 11:00 p.m. (two personnel)

Wethersfield High School
Head Custodian -6:00 a.m. to 2:30 p.m.
1st shift 7:00 a.m. to 3:30 p.m.
(3rd shift employees work the 1st shift or the 2nd shift as determined by
the Custodial Manager and Head Custodian)
2nd shift
3:00 p.m. to 11:00 p.m. (two personnel)

Assignments to the Second shift will be achieved in the following manner:

- a. Volunteers will be solicited first
- b. If there are no volunteers, then the least senior person will be assigned to the shift.

The Town reserves the right to modify the starting and ending time of these shifts with at least two weeks prior notice to the Union.

The normal shift hours for all custodians will resume after the summer on the first scheduled work day for newly hired certified teachers.

I. Temporary Assignments

The Physical Services Director may assign bargaining unit members to serve in a higher classification on a temporary basis when the Physical Services Director deems necessary in his/her sole discretion. After an employee has served in such an assignment for ten days, the Town will compensate the employee with the difference between the rate of the higher position and the custodial rate in addition to his or her regular rate for each day after the tenth day that the employee serves in the assignment.

ARTICLE IV

SENIORITY, ASSIGNMENTS, PROMOTIONS, LAYOFFS

A. Seniority and Probationary Period

Seniority is defined as the length of continuous employment in a position or positions within the bargaining unit. By October 15 of each year, the Town shall provide to the Union a seniority list, including the name and date of hire for each member of the unit.

Upon initial employment with the Town, employees shall serve a probationary period of ninety (90) calendar days. Vacation leave may not be used during the probationary period. There will be a concomitant increase in the probationary period for absences in excess of three (3) days. The termination of employees during the probationary period shall not be subject to review under the Grievance Procedure. Such employees shall accrue no seniority during said probationary period, provided however that, upon successful completion of the probationary period, seniority shall be calculated from the date of initial employment.

B. Assignments

Custodians shall be assigned a defined shift, building, post or area of responsibility. Notwithstanding the foregoing, (1) the Town reserves the right to establish "floater" positions, and employees serving in such positions during any shift shall be assigned by the Town to meet Town needs, and (2) the Town may temporarily change an employee's shift, building, post or area of responsibility. The employee or employees affected will be given as much notice as possible in writing prior to the temporary change. Initial placement of new hires will be on step 1 of the wage schedule, except that if new hires have prior relevant experience, they will be given one (1) step for every two (2) years of such prior experience.

C. Promotions

Whenever a permanent vacancy exists, the Town shall post the vacancy internally. Such posting shall be posted on the main bulletin board of each facility and electronically for a period of five (5) work days prior to the closing date on the posting. Such posting shall include job classification, shift, and the rate of pay. During the posting period, employees who wish to apply for the vacancy may do so. All internal candidates must meet the minimum qualifications for the position in order to be selected. When two (2) employees apply for the vacancy and have comparable qualifications, the employee with the most seniority will be granted the position.

If an employee is promoted to a position in a higher job classification, he or she shall serve a probationary period of ninety (90) calendar days, during which the Town may reassign the employee to a position in his or her previous job classification. The promoted employee shall be placed on the lowest step of the new position which results in an increase above the employee's previous wage rate in the employee's prior position.

D. Transfers (Lateral or demotion)

Definition: A transfer is defined as an employee who is involuntarily or voluntarily transferred to a position with an equal or lower classification or a different shift. Such posting shall be posted electronically and on the main bulletin board of each building for five (5) work days prior to the closing date on the posting. Such posting shall include job classification and the rate of pay and the employee's shift. During the posting period, employees who wish to apply for the vacancy may do so. The transferred/demoted employee shall be placed on the same step of the new position that the employee was located on in his/her position at the time of the transfer/demotion.

E. Layoff Procedure

A layoff is defined as the involuntary, non-disciplinary separation of an employee from service to the Town because of legitimate elimination of position, lack of work or other economic or statutory necessity.

If termination(s) of employment is to occur because of a layoff, written notification will be given to the employee at least four weeks prior to the effective date of layoff.

If it becomes necessary for a layoff, the Town will effectuate reductions in staff by first laying off:

1. Temporary Employees
2. Part-Time Permanent Employees
3. Full-Time Permanent Employees

If no other position exists to which an affected employee, if qualified, may be assigned, the determination of the employee(s) to be terminated will be made by selecting the employee in the bargaining unit with the least seniority within the overall job classification as shown below.

Custodian 1 & Floater Custodians

Maintenance Technician 1

Custodian 2
Custodian 3
Custodian 4

Maintenance Technician 2
Maintenance Foreman

The employee subject to layoff may "bump" the employee who has the least seniority in the school system in any same or lower job classification, if qualified. No employee shall be assigned to a higher classification as a result of layoff.

If an employee was terminated because of a layoff then that employee may request in writing that he/she be placed on the recall list for the purposes of being recalled to any vacant position for which he/she is qualified in the same or lower classification from which he/she was laid off. Employees will be recalled in inverse order with the last employee being laid off being the first recalled. The employee(s) so laid off will be retained on a recall list for one year from date of layoff provided such employee does not refuse one reappointment recall to the same classification from which he/she was laid-off. An employee may refuse all recalls to a lower classification during the one year from date of layoff.

An employee who is reappointed from the recall list shall be entitled to reinstatement of seniority that had been accrued up to the time of layoff and will be placed on the same wage level/step with adjustments for any collective bargaining agreement changes from the time the employee was laid off. Until such time as all qualified employees on the recall list have been recalled to employment or such time as all qualified employees have refused re-employment as provided above, no outside hires may occur.

ARTICLE V WAGES

A. Classification

The bargaining unit classifications and the positions within those classifications are as follows:

Custodian 4

High School Head
Custodian, Middle School
Head Custodian,

Custodian 3

Elementary School Head
Custodian, High School
Assistant Head Custodian
Middle School Assistant Head
Custodian

Custodian 2	Floater
Custodian 1	All other custodians
Maintenance Technician 1	Others
Maintenance Technician 2	Master Carpenter, Plumber, Electrician, HVAC, or any Maintenance Technician that requires certification
Maintenance Foreman	

Part-time employees covered by this Agreement will be paid at the hourly rate commensurate with their position and wage range.

B. Step Movement

Wage step advancement will occur annually on July 1st, in years in which this contract provides for step advancement. In the first year of employment, such step movement will occur only for employees who are hired prior to April 1. Step movement may be withheld based upon non-satisfactory yearly work performance where the employee has been counseled progressively concerning his/her work deficiencies and that denial is subject to just cause.

C. Wage Rates

The wages of employees within this bargaining unit shall be increased as follows:

- Effective retroactive to July 1, 2021: 2.00% + Step
- Effective July 1, 2022: 2.50% + Step
- Effective July 1, 2023: 0.00% (No Steps)*

*Note: A one-time \$500.00 lump sum payment shall be made to all employees on the maximum step on the first payroll period after July 1, 2023 to be eligible for the \$500.00 payment. Current employees must still be working for the Town on July 1, 2023 to be eligible for the \$500.00 payment.

D. Overtime

Overtime will normally be paid in the next regular pay after the close of the pay period.

Pay grade lists shall be as set forth on Appendix A to this Agreement.

**ARTICLE VI
VACATIONS**

Employees earn paid vacation leave as outlined below. The scheduling of vacation is dependent upon the advanced request of the employee and the approval of the supervisor. Vacation leave may not be used during the probationary period.

Vacation leave shall be scheduled in advance and is subject to the approval of the supervisor in order requested based on Town needs. Earned vacation is calculated utilizing each individual employee's anniversary date of employment as the basis for determining annual vacation entitlement as follows:

<u>Years of Service</u>	<u>Accrual Rate</u>	<u>Annual</u>
<u>Total</u>		
Less than 5 complete years days	3.2 hours bi-weekly	10
At least 5 years but less than 10 complete years days	4.8 hours bi-weekly	15
Ten (10) complete years or more days	6.4 hours bi-weekly	20

The employee can accumulate earned vacation up to a maximum two (2) years' worth of the employee's earned vacation. For example, an employee who is eligible to earn four (4) weeks of vacation a year may accumulate up to a maximum of eight (8) weeks of vacation. Vacation leave to be credited to an employee shall be lost to the extent that it would exceed two (2) year credited accrual.

**ARTICLE VII
HOLIDAYS**

- A. All twelve-month members of the bargaining unit will be granted the following thirteen (13) paid holidays, provided that school is not in session on that day:

Labor Day
Columbus Day
Thanksgiving Day
The Day after Thanksgiving
Christmas Day
New Year's Day
Martin Luther King Day
Presidents Day
Good Friday
Memorial Day
Independence Day (Fourth of July)
Effective July 1, 2019, Employee's Birthday- Must be used within one (1) year of birthdate subject to supervisor approval
One day to be determined annually by the Town Manager after consultation with the Union.

- B. Should the Board of Education hold school on any of the holidays listed above, the Town shall grant members of the unit either the holiday or another day off, as assigned by the Town in consultation with the Union.
- C. Whenever the day immediately preceding a holiday is a work day and schools are either dismissed early or school is not in session, the shifts shall be as follows:

1st shift -- 7:00 a.m. to 3:30 p.m.
2nd shift -- 1:00 p.m. to 9:00 p.m.
3rd shift -- 1:00 p.m. to 9:00 p.m.

The only exceptions shall be Christmas Eve and New Year's Eve, when employees shall work the day shift.

The Town reserves the right to modify the starting and ending time of these shifts with at least two weeks prior notice to the Union.

- D. Section D – Recognition Day
Effective July 1, 2021 to recognize milestones throughout a bargaining unit employee's career, employees shall be awarded eight (8.0) hours of compensatory time in recognition of their five (5), ten (10), fifteen (15), twenty (20), twenty-five (25) and thirty (30) anniversary of employment. Recognition days will be provided pursuant to the following restrictions:

1. Recognition days are provided on a prospective basis only, so that eligible employees who may have already exceeded their fifth (5th) anniversary date will not receive a Recognition Day until they reach their tenth (10) anniversary.
2. Recognition days are provided only for the year in which an eligible employee obtains one of the five (5) year milestones. Recognition dates are not provided to individual employees on an annual basis.
3. Recognition days may not be carried over from year to year and employees cannot be paid for unused recognition day compensatory time, upon separation, regardless of the basis for the separation.
4. Recognition day compensatory time must be used in full eight (8.0) hour increments.
5. Prior supervisory approval must be obtained for the use of any recognition day compensatory time, and such approval shall not be unreasonably withheld. However, recognition day compensatory time will not be approved if it will result in the use of overtime. Further, supervisory approval may also be denied due to staffing and other Town operational needs and/or business requirements.
6. Those bargaining unit employees regularly scheduled to work less than a forty (40) hour work week, shall receive recognition days at a pro rata hourly award based upon the regularly scheduled work hours (i.e. generally 20, 25 or 30 hours per week) they are working at the time of their applicable anniversary date (i.e., five (5) years, ten (10) years, fifteen (15) years, twenty (20) years, twenty-five (25) years and thirty (30) years.

ARTICLE VIII HEALTH INSURANCE

A. Alternate Health Insurance Carriers

The use of names of particular insurance companies in this Article does not restrict the Town from seeking comparable insurance from other companies. The Town reserves the right to change carriers for the insurance coverages listed below, provided that the new plan, when considered as a whole, provides comparable coverage that is substantially the same as the current plan. In addition, the change will not alter the percentage of the employee's premium cost sharing contribution.

Prior to changing insurance carriers, the Town must meet the following conditions:

1. The Town must give the Union at least sixty (60) days written notice of any planned change of insurance carriers unless the Union agrees in writing to waive such notice.
2. The Town must provide to the Union and to each employee a detailed explanation of the insurance plan to be provided by the new carrier at least sixty (60) days prior to the effective date of the change in carriers.

Upon mutual agreement, the parties may reopen the contract for the purpose of discussing pooling arrangements for health insurance benefits.

B. Health Insurance Plan

The Town shall provide a program of group health insurance benefits to employees and their dependents. The benefits of this section shall be available to (a) those employees appointed prior to July 1, 1986, who continue to hold regular positions of twenty (20) hours per week or more and (b) those employees appointed on or after July 1, 1986, who continue to hold regular positions of thirty (30) hours per week or more during the school year.

1. Effective July 1, 2017, the High Deductible Health Plan (HDHP) shall be the sole insurance plan. The HDHP plan will have the following components:

	In-Network	Out-of-Network
Annual Deductible (individual/aggregate family)	\$2000/4000	
Co-insurance	N/A	20% after deductible up to co-insurance maximum
Preventive Care	Deductible not applicable	20% co-insurance after deductible, subject to co-insurance limits
Prescription Drug Coverage	Treated as any other medical expense, subject to post-deductible drug; co-payments as noted below	

Cost Share Maximum (individual/aggregate family)	\$3000/6000	\$5000/10000
--	-------------	--------------

Following exhaustion of the applicable deductible, prescription drugs shall be subject to post-deductible co-payments of \$15/30/45.

2. Employee Premium Contribution for Insurance:

Employees participating in the insurance program as described above (excluding Dental Insurance), shall pay the following percentage of premium contributions for individual, two person and family coverage:

Effective July 1, 2021: 18%

Effective July 1, 2022: 18%

Effective July 1, 2023: 18%

3. Town Funding of Annual Deductible:

Effective July 1, 2021: 50%

Effective July 1, 2022: 50%

Effective July 1, 2023: 50%

The Town will fund the applicable annual deductible percentages into Health Savings Accounts (HSA). One-half of the Town's contribution toward the HSA plan deductible will be deposited into the HSA accounts in July, and the remaining one-half of the Town's contribution will be deposited into the HSA accounts in January. The parties acknowledge that the Town's contribution toward the funding of the HSA plan is not an element of the underlying insurance plan, but rather relates to the manner in which the deductible shall be funded for actively employed individuals. The Town shall have no obligation to fund any portion of the HSA deductible for retirees or other individuals upon their separation from employment.

4. Dental Insurance

Dental, provided by Anthem: The employee premium contribution for individual coverage shall be :

Effective July 1, 2021: 18%

Effective July 1, 2022: 18%

Effective July 1, 2023: 18%

Employees may participate in a two person or family dental plan provided any additional cost resulting in this participation is paid by the employee. The Town shall provide for employee contributions to health benefits to be made on a pre-tax basis in accordance with Section 125 of the IRS Code.

5. Wellness Program:

The health insurance plan set forth in this Article shall include a wellness incentive program, designed to provide early diagnosis and appropriate information to patients so that they and their health care professionals can determine appropriate, timely courses of treatment as needed. The wellness program will include age-based preventive physical examinations and age-based preventive screenings. If an employee and/or the employee's enrolled dependents do not agree to participate in the wellness program and do not actually fulfill all applicable requirements of the wellness program plan for a plan year, the employee shall pay, in addition to the premium contributions set forth in this Article, an additional five percent (5%) of the annual premium costs for insurance coverage for that plan year.

6. Waiver of Health Insurance Coverage

Effective January 1, 2019, any employee who is covered under alternate health insurance through another employer (i.e. spouse) may voluntarily elect to waive, in writing on a Town provided form, health insurance coverage and receive additional annual compensation in lieu of said coverage. The amount of annual compensation an employee may receive shall be \$3,000 for family coverage, \$2,000 for two (2) individuals, and \$1,500 for single employees. Payment to those employees waiving such coverage shall be made in equal payments during the months of July and January of each calendar year.

If an employee loses alternate health insurance coverage, the employee may resume Town provided health insurance coverage. Upon receipt of revocation of the waiver, insurance coverage shall be reinstated as soon as possible, subject however, to any regulations or restrictions, including waiting periods, which may be required by the insurance carrier. Depending upon the effective date

of such reinstated coverage, appropriate financial adjustments shall be made between the employee and the Town to ensure that the employee has been compensated, but not overcompensated, for any waiver elected in this section.

Notice of intention to waive insurance coverage must be sent to the Town Manager not later than sixty days after the signing date of this negotiated agreement. Thereafter, employees must submit an annual waiver not later than April 1st of each year to be effective on July 1.

7. Health Insurance for Retired Employees

- A. Unit members who retire prior to age sixty-five and who receive Defined Benefit pension benefits under the Town Pension Plan and who have been active participants in the Town's health and life insurance programs are eligible to participate in the same insurance plan (as it may change from time to time through negotiations) that is provided to active employees, on the same conditions and with the same contribution for premium costs as apply for active employees, until age sixty-five. Employees hired after July 1, 2008 shall not be eligible for this benefit.
- B. The provisions of this policy apply to retiring employees only and not extend to dependents. By individual arrangement the Town may permit retiring employees to maintain the enrollment of dependents under age sixty-five in the group health insurance programs at full premium cost to the retiring employee.
- C. These retiree benefit provisions shall be administered consistent with State and federal laws. In cases of conflict applicable law shall prevail.

8. Excise Taxes

If the Town receives notice that the total cost of a group health plan or plans offered under this contract will trigger an excise tax under Internal Revenue Code Section 49801, or any other local, state or federal statute or regulation, during the term of this contract, the Town and the Union will, upon the request of the Town, engage in mid-term negotiations regarding the impact of such excise tax, in

accordance with the Municipal Employees Relations Act (MERA). During such negotiations, the Union will have the right to make a proposal regarding a health enhancement program.

ARTICLE IX LIFE INSURANCE

A. Alternate Life Insurance Carriers

The use of a particular insurance company to provide life insurance does not restrict the Town from seeking comparable insurance from other companies.

B. Life Insurance for Active Employees

The Town shall provide a program of life insurance benefits to eligible employees who continue to hold regular positions of thirty (30) hours per week or more.

The Town shall pay the premium cost for term life insurance for an employee in the amount of 1 times the employee's annual salary of coverage. Employees may purchase additional coverage of up to \$30,000 (in increments of \$10,000) at his/her own expense.

C. Life Insurance for Retired Employees

1. Pre-Age 65: \$2,000
2. At Age 65 or After 65: \$2,000

ARTICLE X PENSION PLANS

Defined Benefit Pension Plan

- a) A Town employee who is a member of CSEA/SEIU Local 2001 while he/she is included in the Town of Wethersfield Pension Plan, contribute through payroll deductions the following percentages of monthly earnings:

Effective July 1, 2021: 7.00%

Effective July 1, 2022: 7.00%

Effective July 1, 2023: 7.00%

- b) The Town shall “pick up” and pay employee contributions required by this section on behalf of all members of the bargaining unit in accordance with Internal Revenue Code section 414(h). The amount so picked up shall reduce the members’ gross salaries on a pre-tax basis.

- c) Early Retirement Date:

Age 55 with 10 years of Continuous Service

- d) Early Retirement Benefit:

Benefit based on Average Monthly Earnings and Credited Service to date of actual retirement reduced by 0.5% for each month by which date of actual retirement precedes normal Retirement.

- e) Normal Retirement Date:

Age 65 with 5 years of Participation

- f) Normal Retirement Benefit:

2% of Average Monthly Earnings times Credited Service up to 35 years. The benefit multiplier is increased to 2.25% for service after July 1, 2014.

- g) Deferred Retirement Date:

Members may continue beyond Normal Retirement.

- h) Deferred Retirement Benefit:

Benefit based on Average Monthly Earnings and Credited Service to date of actual retirement.

- i) Employee who is a member of the bargaining unit and whose Early Retirement Date occurs no earlier than the first day of the calendar month coincident with or next following the later of the date on which he/she has attained age fifty (50) and the sum of his/her years of age plus his/her years of Credited Service first equals at least eighty (80), shall be eligible to receive his/her Early Retirement Benefit without the reduction specified in Article V, Section 5.2(b) of the Town of Wethersfield Pension Plan.

Defined Contribution 401 (a) Pension Plan

Employees hired after August 1, 2012, will not be eligible to participate in the Town of Wethersfield Defined Benefit Pension Plan but will participate in a Defined Contribution plan with the Town and the employee each contributing 4.50% of the employee's gross salary.

ARTICLE XI OTHER POST EMPLOYMENT BENEFITS (OPEB)

Employees hired prior to July 1, 2008, shall contribute through payroll, the following percentages of their monthly earnings into the OPEB Fund to offset retiree health benefit.

Effective July 1, 2021: .50%
Effective July 1, 2022: .50%
Effective July 1, 2023: 1.00%

The amounts deposited in this fund are for the exclusive purpose of creating a reserve fund to pay for those retiree health insurance benefits. Employees who leave the Town's employ prior to meeting the eligibility requirements for retiree health insurance benefits under Section 8.2 shall be eligible to recover the monies constituting their contributions to the fund along with interest at a rate as determined by the OPEB Trustee.

Subject to the amount of money available in the fund, the Town shall have the discretion to determine the date upon which to commence using the monies to fund the cost of retiree health insurance benefits. The Town shall provide to the Union at least annually, a full accounting of the contributions to the fund, interest, and any expenses charged to the fund.

ARTICLE XII LEAVE PROVISIONS

A. Personal Leave

Bargaining unit members will be granted a maximum of up to three (3) paid days for serious personal business (non-recreational purposes) which cannot be scheduled for non-working hours. In no case may an employee abandon a post without proper notification to appropriate authority. Except in emergency, requests for absence under this provision shall be submitted in writing in advance to the Director of Physical Services or designee.

In the case of an emergency, the employee shall submit reasons for absence within two (2) school days of such absence to the Director of Physical Services or designee.

B. Authorized Sick Leave

1. For Active Members:

Members of the bargaining unit accrue 15 sick days per year. The sick leave accrual rate is 4.8 hours on a bi-weekly basis. Sick leave shall be used only for the personal illness of the employee, except as otherwise required by applicable law. The Town has the right to monitor sick leave utilization and to require medical verification of illness when there is a pattern of probable abuse. Sick leave benefits may be accrued to a maximum of 150 days.

2. Sick Leave Payout:

Employees hired prior to July 1, 2018, shall be entitled to receive pay at the employee's normal rate of pay for one-half (1/2) of the employee's accumulated sick leave to a maximum of 50 days of the employee's accumulated days.

This benefit will be paid as a retirement allowance only to those employees who retire under the local Town Defined Benefit Pension Plan or Defined Contribution Plan 401(a) based on a minimum of fifteen (15) years of credited service to the Wethersfield Board of Education/Town of Wethersfield.

Employees hired on/after July 1, 2018, shall not be eligible to receive any payment upon separation or retirement from service.

C. Authorized Workers' Compensation

Employees shall report all on-the-job accidents and/or injuries to their supervisor regardless of the seriousness of such accident or injury. Employees absent from work due to an injury suffered in the course of their employment shall receive workers' compensation for medical costs and lost wages due to job-related injuries. Claims under this program are subject to reasonable audit and review by insurance company claims inspectors and adjusters.

D. Authorized Leave Without Pay

Limited leaves of absence without pay or benefits may be granted by the Town Manager or his/her designee when it is in the best interest of the school district to do so.

E. Unauthorized Absence

Any unauthorized absence of a member of the bargaining unit shall result in a deduction from salary computed at the appropriate daily rate and in appropriate disciplinary action. Any employee who does not call in to work or show up for three (3) consecutive days, absent emergency situations, shall be deemed to have abandoned their job.

F. Bereavement Leave

In case of death in the immediate family (spouse, brother, sister, parent, spouse's parent, grandparent, child, grandchild or other member living in the same household), an employee may receive up to five(5) days of leave with pay in a year upon application to and approval of the Town Manager or his/her designee.

G. Jury Duty

Any employee who is required to be absent from work in order to report for jury duty on a regularly scheduled workday will continue to receive his/her normal salary less any compensation paid as a result of jury duty.

**ARTICLE XI
GRIEVANCE PROCEDURE**

A. DEFINITIONS:

1. The term "grievance" means a claim or complaint by a member of the bargaining unit that a right(s) under the specific language of this Agreement has been denied or violated or that as to the member there has been a misinterpretation or misapplication of the specific provisions of this Agreement.

B. Any grievance not presented in writing at Level One for disposition through the Grievance Procedure herein detailed within ten(10) work days of the event or condition giving rise thereto or within ten (10) work days of the grievant's knowledge of said

occurrence, whichever comes later, or any grievance not appealed within the specified time limits shall not thereafter be treated or processed as a grievance under this Agreement.

- C. The failure of a supervisor/administrator at any step to communicate his/her decision to the grievant within the specified time limits shall permit the grievant to proceed to the next step in the process.

D. PROCEDURE

1. Informal Resolution

The Grievance Procedure outlined herein is designed to facilitate resolution of disputes at the lowest possible level of the procedure. It is therefore urged that the parties attempt prompt resolution of all disputes and avoid the formal procedure through informal resolution.

2. Formal Resolution

- (a) Level One - In the event that the issue is not informally resolved, the grievant may formally file with the Custodial and Maintenance Supervisor a written Level One grievance. The written grievance shall set forth specifically the act or condition on which the grievance was based. The written grievance will identify the specific section of this Agreement involved and the remedy requested.

Within five (5) work days after receipt of the written grievance at Level One, the Custodial and Maintenance Supervisor shall meet with the grievant and/or the Union. A written Level One decision shall be rendered within five (5) work days of such Level One meeting.

- (b) Level Two - In the event that the grievance is not resolved at Level One, or in the event that no decision has been rendered within five (5) work days of the meeting held at Level One, the Union with the written permission of the grievant, or the grievant himself/herself may, within three (3) work days of the decision rendered at Level One or within eight (8)

work days after the grievant first met at Level One, whichever is sooner, file a written Level Two grievance with the Physical Services Director.

Within five (5) work days after receipt of the written Level Two grievance by the Physical Services Director, the Physical Services Director shall meet with the grievant and/or the Union.

- (c) Level Three- In the event that the grievance is not resolved at Level Two, or in the event that no decision has been rendered within five (5) work days of the meeting held at Level Two, the Union with the written permission of the grievant or the grievant himself/herself may file a written Level Three grievance with the Human Resources Manager. Such grievance shall be filed within three (3) work days of the decision by the Physical Services Director, or within eight (8) work days after the Union or grievant first met with the Physical Services Director, whichever is sooner.

Within fifteen (15) work days after receiving the written grievance, the Human Resources Manager shall meet with the Union and/or the grievant for the purpose of resolving the grievance and shall render a decision within ten (10) work days of said Level Three meeting.

- (d) Arbitration- In the event that the Union and/or grievant is not satisfied with the Level Three disposition of the grievance, or if no decision has been rendered within the specified time limit, the Union may within five (5) work days of receipt of the decision at Level Three or of the time the decision was due submit the grievance to arbitration.

In the event of arbitration, the State Board of Mediation and Arbitration shall hear the grievance, provided however that the Town, within thirty (30) work days of receipt of a demand for arbitration may submit the grievance to the American Arbitration Association for resolution, in which case an arbitrator from the American Arbitration Association shall hear and decide the grievance in accordance with the rules of the Association. The SBMA arbitration panel or the arbitrator shall have no power to add to delete from, or modify in any way provision(s) of this Agreement. The

decision of the arbitration panel or the arbitrator shall be final and binding. Fees involved in arbitration shall be shared equally by the Town and the Association, provided however that the Town shall pay the expense of arbitration if it elects to submit the grievance to the American Arbitration Association for resolution.

The parties to the arbitration shall pay their respective expenses or other costs incurred by them. Any jointly incurred expenses shall be shared equally by the parties.

E. MISCELLANEOUS

1. If, in the judgment of the Union, a grievance affects a group or class of members of the bargaining unit, the Union may, at the request of such group or class, submit a grievance in writing signed by at least two grievants and a Union officer to the Human Resources Manager and the processing of such grievance shall commence at Level Three.
2. Time limits specified at any step may be extended in a particular instance by agreement in writing between the Human Resources Manager and the Union.
3. Meetings held under this procedure shall be conducted at a time and place that will afford a fair and reasonable opportunity to attend for all persons proper to be present. When such meetings are held during working hours, all employees who participate shall be excused without loss of pay for that purpose.
4. To facilitate operation of the procedure, forms for filing a grievance and other documents necessary under the procedure shall be provided by the Town and given distribution to the parties in interest and the Union. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
5. The procedure set forth shall be the sole and exclusive remedy available to a grievant provided, however, that said procedure shall not abridge or deprive either party of any legal rights that they presently have or any right expressly

reserved by this Agreement.

6. It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Town until such grievance has been resolved.

ARTICLE XII DISCIPLINE

No employee shall be disciplined except for just cause. Notification of any suspension or termination shall be provided to the Union. Warning letters will be removed from the employee's file and disciplinary record for purposes of issuing future discipline if on the employee's second anniversary of said warning, the employee has received no additional discipline of any kind within this two (2) year period.

ARTICLE XIII JOB DESCRIPTION

Each employee shall be provided with a copy of his/her current job description upon request. Work assignments will be in accordance with that job description. Whenever a phrase such as "performs all duties as required" exists in the job description, the employee will only be expected to perform duties which could normally and reasonably be expected to be required in accordance with the overall job description.

ARTICLE XV UNIFORMS, SHOES & LICENSES

A. **Uniforms & Shoes**

Each newly hired employee will be permitted to purchase up to \$500 in uniforms (from an approved list of styles) from a designated vendor. In subsequent years of employment each employee may purchase up to \$250 of approved uniforms. Employees are required to launder and maintain their own uniforms and to wear them to work every day.

Effective January 1, 2019, the Town will provide each employee with a voucher for up to \$250 annually for the purchase of steel-toed safety shoes or their equivalent from Mickey Finns or Bobs as the Town Manager or his/her

designee may approve in advance. Effective July 1, 2022, the amount of the annual shoe voucher will increase to \$300.00. Effective July 1, 2023, the amount of the annual shoe voucher will increase to \$350.00.

B. Licenses

If the Town requests or requires an employee to hold a license for a particular trade(s), the Town will reimburse the employee for the annual license fee.

ARTICLE XVI HEALTH AND SAFETY

The Town will provide a workplace free from unsafe or unhealthy conditions. The Town will make every reasonable effort to make repairs or adjust unsafe or unhealthy working conditions as soon as possible after such conditions are reported.

No employee will be required to perform work under unsafe conditions, provided, however, that an employee must follow the rule "work now, grieve later" unless there is imminent danger to the employee's physical well-being.

ARTICLE XVII MANAGEMENT RIGHTS

A. 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 forces, including, but not limited to, the following:

1. To determine the care, maintenance and operation of equipment and property used for and on behalf of the

purposes of the Town.

2. To establish or continue policies, practices and procedures for the conduct of the Town business from time to time to change or abolish such policies, practices or procedures or deviate from procedures, practices or policies in exceptional cases after notice to and discussion with the Union, provided however that the Town will negotiate with the Union over any significant changes in conditions in employment in accordance with the provisions of the MERA.
 3. To discontinue processes or operations, or to discontinue their performance by employees.
 4. To select and to determine the number and type of employees required to perform the operations of the Town.
 5. To employ, transfer, promote or demote employees for just cause, or to lay off, terminate or otherwise relieve employees from duty for lack of work or other legitimate reasons.
 6. 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.
 7. To ensure that incidental duties connected with school operations whether enumerated in job descriptions or not, shall be performed by employees, subject to Article XIV.
- B. The above rights, responsibilities and prerogatives are inherent in the Town of Wethersfield and the Town Manager or his/her designee 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 or 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 XVIII DURATION

- A. No individual employee of the bargaining unit or representative, agent, or employee of the Town shall enter into any separate agreement inconsistent with the terms of this Agreement.
- B. If any provision of this Agreement is, or shall at any time be, contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law, and any substitute action shall be subject to appropriate consultation and negotiation between the two parties to this Agreement.
- C. In the event that any provision of this Agreement is, or shall at any time be contrary to law, all other provisions of this Agreement shall continue in force for the duration of this Agreement.
- D. This Agreement shall become effective upon signing by both parties. Wage increases and employees' insurance premium contribution increases shall be retroactive as set forth in this Agreement, for employees who remained employed on the date of ratification of this Agreement. This Agreement shall expire on June 30, 2024.

WITHDRAWAL OF INSURANCE GRIEVANCE/MEMORANDUM OF UNDERSTANDING

The Town and the Union agree to execute the Memorandum of Understanding regarding Insurance providers attached as Exhibit A as part of the terms of this Agreement.

TOWN OF WETHERSFIELD

Bonnie Therrien
Bonnie Therrien, Interim Town Manager

3-23-22
Date

Claudia Tata
Claudia Tata, Human Resources Manager

3-23-2022
Date

CSEA/SEIU Local 2001

Diana Bush
Diana Bush, Staff Rep CSEA

3-23-2022
Date
3-23-2022
Date

Appendix A Pay Grade List

GW1 2.00%

2021-2022 (Effective July 1, 2021)

1.02

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Custodian I	\$ 18.3495	\$ 18.9713	\$ 19.6250	\$ 20.3218	\$ 20.8255	\$ 21.4150	\$ 23.8588
	\$ 38,167.08	\$ 39,460.13	\$ 40,820.05	\$ 42,269.16	\$ 43,316.96	\$ 44,543.12	\$ 49,626.13
Custodian II	\$ 21.7473	\$ 22.2510	\$ 22.7548	\$ 22.8405	\$ 23.7194	\$ 24.3625	\$ 26.7955
	\$ 45,234.24	\$ 46,282.05	\$ 47,329.86	\$ 47,508.21	\$ 49,336.31	\$ 50,673.94	\$ 55,734.65
Custodian III	\$ 23.9874	\$ 24.3625	\$ 24.8341	\$ 25.1449	\$ 25.6165	\$ 26.0774	\$ 28.4246
	\$ 49,893.66	\$ 50,673.94	\$ 51,654.87	\$ 52,301.39	\$ 53,282.32	\$ 54,240.96	\$ 59,123.31
Custodian IV	\$ 24.9841	\$ 25.2093	\$ 25.6808	\$ 26.1418	\$ 26.7098	\$ 27.0099	\$ 29.7109
	\$ 51,966.98	\$ 52,435.15	\$ 53,416.08	\$ 54,374.72	\$ 55,556.29	\$ 56,180.52	\$ 61,798.58
Maintainer I	\$ 23.9874	\$ 24.3625	\$ 24.8341	\$ 25.1449	\$ 25.6165	\$ 26.0774	\$ 28.4246
	\$ 49,893.66	\$ 50,673.94	\$ 51,654.87	\$ 52,301.39	\$ 53,282.32	\$ 54,240.96	\$ 59,123.31
Maintainer II	\$ 26.5919	\$ 27.0635	\$ 27.4923	\$ 27.8995	\$ 28.4675	\$ 29.0035	\$ 32.0474
	\$ 55,311.06	\$ 56,291.99	\$ 57,183.75	\$ 58,030.91	\$ 59,212.49	\$ 60,327.18	\$ 66,658.63

Maintenance Foreman: \$1.00/hour above Maintainer II rate.

High School Head Custodian: \$3,000 annual stipend. (2 payments: June and Dec)

3rd Shift Differential: \$.50 per hour

GW1 2.50%

2022-2023 (Effective July 1, 2022)

1.025

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Custodian I	\$ 18.8083	\$ 19.4455	\$ 20.1156	\$ 20.8298	\$ 21.3461	\$ 21.9504	\$ 24.4551
	\$ 39,121.26	\$ 40,446.63	\$ 41,840.55	\$ 43,325.89	\$ 44,399.88	\$ 45,656.70	\$ 50,866.78
Custodian II	\$ 22.2909	\$ 22.8073	\$ 23.3236	\$ 23.4115	\$ 24.3124	\$ 24.9715	\$ 27.4654
	\$ 46,365.10	\$ 47,439.10	\$ 48,513.11	\$ 48,695.92	\$ 50,569.72	\$ 51,940.79	\$ 57,128.02
Custodian III	\$ 24.5870	\$ 24.9715	\$ 25.4549	\$ 25.7735	\$ 26.2569	\$ 26.7294	\$ 29.1353
	\$ 51,141.00	\$ 51,940.79	\$ 52,946.24	\$ 53,608.92	\$ 54,614.38	\$ 55,596.98	\$ 60,601.39
Custodian IV	\$ 25.6088	\$ 25.8394	\$ 26.3229	\$ 26.7953	\$ 27.3775	\$ 27.6851	\$ 30.4536
	\$ 53,266.15	\$ 53,746.03	\$ 54,751.48	\$ 55,734.09	\$ 56,945.20	\$ 57,585.03	\$ 63,343.54
Maintainer I	\$ 24.5870	\$ 24.9715	\$ 25.4549	\$ 25.7735	\$ 26.2569	\$ 26.7294	\$ 29.1353
	\$ 51,141.00	\$ 51,940.79	\$ 52,946.24	\$ 53,608.92	\$ 54,614.38	\$ 55,596.98	\$ 60,601.39
Maintainer II	\$ 27.2566	\$ 27.7400	\$ 28.1795	\$ 28.5970	\$ 29.1793	\$ 29.7285	\$ 32.8486
	\$ 56,693.84	\$ 57,699.29	\$ 58,613.34	\$ 59,481.68	\$ 60,692.80	\$ 61,835.36	\$ 68,325.10

Maintenance Foreman: \$1.00/hour above Maintainer II rate.

High School Head Custodian: \$3,000 annual stipend. (2 payments: June and Dec)

3rd Shift Differential: \$.50 per hour

GW 0.00% **2023-2024 Effective July 1, 2023)**

NO STEPS								1.00
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	
Custodian I	\$ 18.8083	\$ 19.4455	\$ 20.1156	\$ 20.8298	\$ 21.3461	\$ 21.9504	\$ 24.4551	
	\$ 39,121.26	\$ 40,446.63	\$ 41,840.55	\$ 43,325.89	\$ 44,399.88	\$ 45,656.70	\$ 50,866.78	
Custodian II	\$ 22.2909	\$ 22.8073	\$ 23.3236	\$ 23.4115	\$ 24.3124	\$ 24.9715	\$ 27.4654	
	\$ 46,365.10	\$ 47,439.10	\$ 48,513.11	\$ 48,695.92	\$ 50,569.72	\$ 51,940.79	\$ 57,128.02	
Custodian III	\$ 24.5870	\$ 24.9715	\$ 25.4549	\$ 25.7735	\$ 26.2569	\$ 26.7294	\$ 29.1353	
	\$ 51,141.00	\$ 51,940.79	\$ 52,946.24	\$ 53,608.92	\$ 54,614.38	\$ 55,596.98	\$ 60,601.39	
Custodian IV	\$ 25.6088	\$ 25.8394	\$ 26.3229	\$ 26.7953	\$ 27.3775	\$ 27.6851	\$ 30.4536	
	\$ 53,266.15	\$ 53,746.03	\$ 54,751.48	\$ 55,734.09	\$ 56,945.20	\$ 57,585.03	\$ 63,343.54	
Maintainer I	\$ 24.5870	\$ 24.9715	\$ 25.4549	\$ 25.7735	\$ 26.2569	\$ 26.7294	\$ 29.1353	
	\$ 51,141.00	\$ 51,940.79	\$ 52,946.24	\$ 53,608.92	\$ 54,614.38	\$ 55,596.98	\$ 60,601.39	
Maintainer II	\$ 27.2566	\$ 27.7400	\$ 28.1795	\$ 28.5970	\$ 29.1793	\$ 29.7285	\$ 32.8486	
	\$ 56,693.84	\$ 57,699.29	\$ 58,613.34	\$ 59,481.68	\$ 60,692.80	\$ 61,835.36	\$ 68,325.10	

Maintenance Foreman: \$1.00/hour above Maintainer II rate.
 High School Head Custodian: \$3,000 annual stipend. (2 payments: June and Dec)
 3rd Shift Differential: \$.50 per hour
 A one-time \$500 lump sum payment shall be made to all employees on the maximum Step 7 on the first payroll after July 1, 2023.

EXHIBIT A
MEMORANDUM OF UNDERSTANDING REGARDING INSURANCE PROVIDERS

This Memorandum of Understanding Regarding Insurance Providers (“MOU”) is entered into between the Town of Wethersfield and CSEA/SEIU Local 2001 (“Local 2001”) for the purposes of resolving the issues associated with the change in group health insurance providers from Anthem Blue Cross Blue Shield (“Anthem”) to CIGNA.

WHEREAS, effective July 1, 2021, CIGNA replaced Anthem Blue Cross Blue Shield as the group health insurance provider for Local 2001 bargaining employees;

WHEREAS, on or about June 14, 2021, Local 2001 filed a grievance contesting the switch to CIGNA;

NOW THEREFORE, in consideration for the terms outlined below, the Parties agree as follows:

1. Withdrawal of Grievance

The Union agrees to withdraw, in writing, its grievance dated June 14, 2021 contesting the switch to CIGNA as the group health insurance provider for its bargaining unit employees effective July 1, 2021. Local 2001 further agrees not to file any new grievance, charge, complaint, or lawsuit in connection with the switch in group health insurance providers from Anthem to CIGNA.

2. No Insurance In Employee Cost Sharing Percentages

The Town and the Union agree that there will be no increase to the Local 2001 employee’s percentage of premium cost sharing contributions for the duration of the collective bargaining agreement dated July 1, 2021 to June 30, 2024. Specifically, the employee premium cost sharing contribution shall remain at eighteen (18%) percent for the duration of the CBA.

3. Grandfathering of Behavioral Health Care Providers

As part of this MOU, the Town will confirm that for the two (2) year period, July 1, 2021 – June 30, 2023, Local 2001 employees will have any of their behavioral health providers that are not currently “in-network” providers with CIGNA grandfathered in and treated as “in-network” providers. The Town also confirms that it will work with any affected Local 2001 employees to either assist them in getting their behavioral health providers to become part of CIGNA’s in-network behavioral health providers or

in assisting these affected employees to locate behavioral health providers which are part of CIGNA's in-network providers after the two-year grandfathered period.

4. Non-Precedent

This MOU is being entered into on a non-precedent basis. Nothing in this MOU shall be construed as constituting a waiver of any rights or defenses Local 2001 might have to contest the Town's ability to change group health insurance providers in the future. Similarly, nothing in this MOU shall be construed as restricting the Town's ability to change group health insurance providers in the future.

5. Non-Admission

Neither the negotiation, undertaking or signing of this Agreement constitutes or operates as an acknowledgment or admission that the Town, its present or former elected or appointed directors, officers, managers, agents, employees, attorneys or any persons acting on its behalf has violated or failed to comply with any provision of any state or federal constitutions, statutes, regulations or principles of common law or contractual provisions, specifically including, but not limited to, any provisions of the Municipal Employee Relations Act (MERA).

6. Entire Agreement. This Agreement constitutes the complete understanding between the Union, and the Employees. No other promises or agreements shall be binding or of any effect unless signed by the Parties.

7. Severability of Provisions. In the event that any term or provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, such holding shall apply only to the specific term or provision found invalid or unenforceable and shall not render invalid or unenforceable on any other term or provision of this Agreement.

8. Governing Law. The terms of this Agreement shall be construed according to the laws of the State of Connecticut.

9. Terms of Agreement. The terms of this Agreement are effective on signing of both parties of this Agreement.

Dated this 23rd day of March, 2022.

TOWN OF WETHERSFIELD


Bonnie Therrien, Interim Town Manager

CSEA/SEIU, LOCAL 2001


It's Duly Authorized Representative