

AGREEMENT BETWEEN

**THE SIMSBURY ADMINISTRATIVE
& PROFESSIONAL SUPERVISORS' TOWN EMPLOYEES
ASSOCIATION
CSEA, SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 2001**

AND

THE TOWN OF SIMSBURY

July 1, 2011 — June 30, 2015

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PREAMBLE

This Agreement is made and entered into by and between the Town of Simsbury (hereinafter referred to as “the Town” or “the Employer”) and the Simsbury Administrative and Professional Supervisors’ Employees Association, CSEA, Service Employees International Union Local 2001 (hereinafter referred to as “the Union”).

ARTICLE 1 Recognition

SECTION 1.1 The Town of Simsbury recognizes The Simsbury Administrative & Professional Supervisors’ Employees Association, CSEA, Service Employees International Union Local 2001 as the sole and exclusive bargaining agent for all full-time administrative and professional employees who occupy positions covered by this Agreement (see Appendix A for covered positions), excluding department heads, supervisors (except those set forth in the Appendix), members of the Police Department, and all others excluded by the Municipal Employee Relations Act (hereinafter referred to as “the Act”) , for the purpose of bargaining with respect to wages, hours and other terms and conditions of employment as mandated by the Act.

ARTICLE 2 Appointments and Vacancies

SECTION 2.1 The Town shall post notices of all newly established positions within the bargaining unit and notices of vacancies within the bargaining unit which it wishes to fill on official boards in each department for a period of two (2) weeks. Such notice shall specify the title and salary range of the position, the nature of the work to be performed, the requisite qualifications, including experience for the position, and the closing date for receiving applications. Any employee who meets the minimum qualifications may submit his or her application to the Town. Nothing contained herein shall prohibit simultaneous outside advertisement of the position.

SECTION 2.2 Appointments shall be made on the basis of qualifications, skill, and ability, work experience and work record.

SECTION 2.3 Probationary Period

A. Newly Hired or Newly Transferred Into Bargaining Unit Position. For securing the most effective adjustment of an individual newly hired or newly transferred from outside the bargaining unit to a position within the bargaining unit and for determining that such employee’s work meets required standards, all such appointments are for a probationary period normally not to exceed one year but no less than six (6) months. In case of extended illness, the First Selectman may extend the probationary period.

B. Transferred or Promoted From Another Bargaining Unit Position.

Any bargaining unit member who completed his or her regular probationary period in a position within the bargaining unit and who voluntarily transfers or is promoted to a different position within the bargaining unit shall serve a probationary period of sixty (60) workdays. If, during this probationary period, the employee finds the new position unacceptable or the Town finds the employee unsuited to the new position, such employee shall be returned to the position from which the employee transferred or was promoted, presuming such position still exists. During this period, the vacated position, if it still exists, may be filled at the Town's discretion, on a temporary basis. If the vacated position has been eliminated, the Town will make reasonable efforts to transfer the affected employee to a vacant position which it wishes to fill and for which the employee is qualified.

SECTION 2.4 Evaluation of Performance - During the probationary period, the department head shall submit quarterly reports to the First Selectman in writing, with a copy to the employee, evaluating the work of the employee. Upon successful completion of the probationary period, the employee shall be given written notice of such with a copy to the Union.

SECTION 2.5 Dismissal - During the initial probationary period, a department head may dismiss an employee with approval of the First Selectman. Dismissal during the probationary period shall be at the discretion of the Town in accordance with the Town Charter and may occur for no reason or for any reason including but not limited to demonstration of inability or unwillingness to perform the duties of the position, lack of dependability, habits which detract from job performances or incompatibility with supervisor. Notification of such dismissal shall be in writing. Dismissal during the probationary period shall not be subject to grievance and/or arbitration.

SECTION 2.6 The Town may authorize the appointment of any qualified person to a position to prevent stoppage of public business or loss or serious inconvenience to the public. Such appointment shall be valid for the duration of the emergency without regard to any applicable rules set forth in this Agreement.

SECTION 2.7 Notification. At the time of appointment or recall from a layoff, a letter signed by the First Selectman or his/her designee with a copy sent to the collective bargaining unit and the department head, will be prepared indicating the following:

- A. Rate of Remuneration
- B. Hours of employment
- C. Flex-time schedule where applicable
- D. A copy of the job description of the position for which he or she has been hired.

ARTICLE 3
Classifications

SECTION 3.1 Classification of Positions - All positions substantially similar with respect to duties, responsibilities, authority and character of work shall be included within the

same grade and the same schedule of compensation shall apply with equity under like working conditions to all positions in the same grade. No new position shall be allocated to a grade without negotiations and agreement with the Union, although the Town may make a temporary allocation pending negotiations.

SECTION 3.2 All positions are classified and defined as follows:

A. Full time: A full-time employee is one employed for a minimum of 40 hours per week on a yearly basis, and is entitled to fringe benefits in accordance with this Agreement.

B. Part-time: A part-time employee is one employed for a fixed number of hours, but less than 40 hours per week, on a yearly basis. Such employee may be paid on an hourly or salaried basis and is entitled to fringe benefits only to the extent set forth in this Agreement.

SECTION 3.3 Reclassification –The Town reserves the right to determine the content of any job and to modify job descriptions accordingly. Positions, the duties of which have been changed materially so as to necessitate reclassification in the discretion of the Town, shall be allocated to a more appropriate grade, whether newly created or currently existing, in the manner set forth in Section 3.1 and 3.2 above. Whenever an employee believes that his/her job consistently requires the performance of duties of a specific higher classification for the majority of the workday or if an individual’s job has evolved over time to encompass additional duties, either the employee or the Union may request a hearing before the First Selectman relative to reclassification of the position in a manner consistent with the provisions of Section 3.1 above. Within thirty (30) days, the First Selectman or designee shall hold a hearing and shall render a decision within ten (10) days following the hearing. If the matter remains unresolved following the decision of the First Selectman or designee, the matter may be pursued through the contractual grievance and arbitration procedures. Requests in accordance with this provision may not be made more than once in a two (2) year period regarding a specific position.

ARTICLE 4

Wages and Compensation

SECTION 4.1 Wage Rates - The wage rates for full-time employees shall be set forth in Appendix B of this Agreement.

SECTION 4.2 Placement on Pay Plan: Employees shall continue to move through the steps on the pay plan set forth in Appendix B as described below.

SECTION 4.3 Compensation:

1. Wage Increases:

- (a) Effective July 1, 2011, and retroactive thereto, there shall be a two percent (2.00%) general wage increase.
- (b) Effective July 1, 2012, and retroactive thereto, there shall be a two percent (2.00%) general wage increase.
- (c) Effective July 1, 2013, there shall be a two percent (2.00%) general wage increase.
- (d) Effective July 1, 2014, there shall be a two percent (2.00%) general wage increase.

2. Step Increases:

- (a) Effective July 1, 2011, and retroactive thereto, each full-time employee shall receive one (1) step increase of one percent (1%) on their anniversary date of hire, or, if applicable, their anniversary date in a promotional position until said employee has reached top step.
- (b) Effective July 1, 2012, and retroactive thereto, each full-time employee shall receive one (1) step increase of one percent (1%) on their anniversary date of hire, or, if applicable, their anniversary date in a promotional position until said employee has reached top step.
- (c) Effective July 1, 2013 each full-time employee shall receive one (1) step increase of one percent (1%) on their anniversary date of hire, or, if applicable, their anniversary date in a promotional position until said employee has reached top step.
- (d) Effective July 1, 2014 each full-time employee shall receive one (1) step increase of one percent (1%) on their anniversary date of hire, or, if applicable, their anniversary date in a promotional position until said employee has reached top step.

3. Merit Bonuses:

- (a) The members of the bargaining unit shall receive a merit bonus based on their 2011-2012 performance review as follows:
 - i. Employees at the top of the pay scale receiving a performance rating of "Superior Performance" shall receive a one-time lump sum cash bonus, not to be included in the Employee's annual base salary, in the amount of two percent (2.00%) of their annual base salary for Fiscal Year 2012, to be paid on and retroactive to June 30, 2012. Employees at the top of the pay scale receiving a performance rating of "Competent" shall receive a one-time lump sum cash bonus, not to be included in the Employee's annual base salary, in the amount of one percent (1.00%) of their annual base salary for Fiscal Year 2012, to be paid on and retroactive to June 30, 2012.
 - ii. Employees not at the top of the pay scale receiving a performance rating of "Superior Performance" shall move up one (1) step on the pay scale and receive a one-time lump sum cash bonus, not to be included in the

Employee's annual base salary, in the amount of one percent (1.00%) of their annual base salary for Fiscal Year 2012, to be paid on and retroactive to June 30, 2012. Employees not at the top of the pay scale receiving a performance rating of "Competent" shall receive a one-time lump sum cash bonus, not to be included in the Employee's annual base salary, in the amount of one percent (1.00%) of their annual base salary for Fiscal Year 2012 to be paid on and retroactive to June 30, 2012.

- (b) The members of the bargaining unit shall receive a merit increase based on their 2012-2013 performance review as follows:
 - i. Employees at the top of the pay scale receiving a performance rating of "Superior Performance" shall receive a one-time lump sum cash bonus, not to be included in the Employee's annual base salary, in the amount of two percent (2.00%) of their annual base salary for Fiscal Year 2013, to be paid on and retroactive to June 30, 2013. Employees at the top of the pay scale receiving a performance rating of "Competent" shall receive a one-time lump sum cash bonus, not to be included in the Employee's annual base salary, in the amount of one percent (1.00%) of their annual base salary for Fiscal Year 2013 to be paid on and retroactive to June 30, 2013.
 - ii. Employees not at the top of the pay scale receiving a performance rating of "Superior Performance" shall move up one (1) step on the pay scale and receive a one-time lump sum cash bonus, not to be included in the Employee's annual base salary, in the amount of one percent (1.00%) of their annual base salary for Fiscal Year 2013 to be paid on and retroactive to June 30, 2013. Employees not at the top of the pay scale receiving a performance rating of "Competent" shall receive a one-time lump sum cash bonus, not to be included in the Employee's annual base salary, in the amount of one percent (1.00%) of their annual base salary for Fiscal Year 2013 to be paid on and retroactive to June 30, 2013.
- (c) The members of the bargaining unit shall receive a merit increase based on their 2013-2014 performance review as follows:
 - i. Employees at the top of the pay scale receiving a performance rating of "Superior Performance" shall receive a one-time lump sum cash bonus, not to be included in the Employee's annual base salary, in the amount of two percent (2.00%) of their annual base salary for Fiscal Year 2014 to be paid on and retroactive to June 30, 2014. Employees at the top of the pay scale receiving a performance rating of "Competent" shall receive a one-time lump sum cash bonus, not to be included in the Employee's annual base salary, in the amount of one percent (1.00%) of their annual base salary for Fiscal Year 2014 to be paid on and retroactive to June 30, 2014.
 - ii. Employees not at the top of the pay scale receiving a performance rating of "Superior Performance" shall move up one (1) step on the pay scale and receive a one-time lump sum cash bonus, not to be included in the Employee's annual base salary, in the amount of one percent (1.00%) of their annual base salary for Fiscal Year 2014 to be paid on and retroactive to June 30, 2014. Employees not at the top of the pay scale receiving a performance rating of "Competent" shall receive a one-time lump sum cash bonus, not to be included in the Employee's annual base salary, in the amount of one percent (1.00%) of their annual base salary for Fiscal Year 2014 to be paid on and retroactive to June 30, 2014.

- (d) The members of the bargaining unit shall receive a merit increase based on their 2014-2015 performance review as follows:
- i. Employees at the top of the pay scale receiving a performance rating of “Superior Performance” shall receive a one-time lump sum cash bonus, not to be included in the Employee’s annual base salary, in the amount of two percent (2.00%) of their annual base salary for Fiscal Year 2015 to be paid on and retroactive to June 30, 2015. Employees at the top of the pay scale receiving a performance rating of “Competent” shall receive a one-time lump sum cash bonus, not to be included in the Employee’s annual base salary, in the amount of one percent (1.00%) of their annual base salary for Fiscal Year 2015 to be paid on and retroactive to June 30, 2015.
 - ii. Employees not at the top of the pay scale receiving a performance rating of “Superior Performance” shall move up one (1) step on the pay scale and receive a one-time lump sum cash bonus, not to be included in the Employee’s annual base salary, in the amount of one percent (1.00%) of their annual base salary for Fiscal Year 2015 to be paid on and retroactive to June 30, 2015. Employees not at the top of the pay scale receiving a performance rating of “Competent” shall receive a one-time lump sum cash bonus, not to be included in the Employee’s annual base salary, in the amount of one percent (1.00%) of their annual base salary for Fiscal Year 2015 to be paid on and retroactive to June 30, 2015.

SECTION 4.4 Starting Rate on Return from Military Service - Any employee who leaves the Town service to enter the Armed Forces shall be reinstated to the extent required by state and federal law.

SECTION 4.5 Entry Salary Rate. The entry salary during the probationary period may be ninety percent (90%) of the prevailing rate for experience within that job grade for the Town of Simsbury.

SECTION 4.6 Entrance Salary Rate. Under normal circumstances, the entrance rate of pay for a grade shall be offered for recruitment purposes and shall normally be paid upon appointment to the grade except as provided in Section 4.3 above. The First Selectman may approve initial compensation at a rate higher than the minimum rate of pay for the grade when the needs of the service make such action necessary, provided that:

- A. The qualifications of the applicant are outstanding in relation to those of competing applicants, and the applicants employment cannot be obtained at the minimum rate; or
- B. There is a shortage of qualified applicants available at the minimum rate of pay.

SECTION 4.7 Rate of Pay on Transfer or Demotion - When an employee is transferred from a position in one grade to a position in the same grade at the same level, he/she continues to be paid at the same rate, if such transfer is made at the discretion of the Town. When such transfer is made at the request of an employee for any reason including the avoidance

of layoff or when an employee is demoted to a lower grade, his/her salary shall be set at a rate in a lower grade which provides appropriate compensation for the work assigned.

SECTION 4.8 Rate of Pay on Promotion - When an employee is promoted, his/her rate of pay shall be advanced to the new pay range.

SECTION 4.9 Rate of Pay on a Temporary Reassignment. Employees who are temporarily promoted or assigned to a vacant position, and are fulfilling all of the qualifications of that position, may have adjustment of pay, where there is a reassignment of a period of at least sixty (60) calendar days, Pay will be adjusted in accordance with the Town's Pay Policy. Temporary promotions shall not exceed one year.

SECTION 4.10 Reserve Duty. Advance payment of salary is allowed to an employee called for Reserve Duty with the understanding that the employee will reimburse the Town the amount paid to him/her for Reserve Duty; such reimbursement amount is not to exceed the amount of advanced pay. The employee must sign an agreement to reimburse the Town the amount of his/her military pay if he/she wishes the Town to provide his regular pay prior to his/her submission of a military pay voucher. Normal payroll deductions and Town contributions for insurance purposes are continued to cover such periods.

SECTION 4.11 Payment - Employees shall be paid on a weekly basis, and the town will continue to provide direct deposit of paychecks.

SECTION 4.12 Authorized Leave - When absent because of authorized sick or vacation leave, each employee is paid at the regular rate.

SECTION 4.13 Absence Without Leave. An employee absent without authorized leave shall forfeit his or her pay for the entire duration of such absence and will be subject to disciplinary action up to and including dismissal.

SECTION 4.14 Payroll Deductions - Credit Union - Employees are eligible to join the Capitol Region Federal Credit Union and to request from the Finance Department that deductions be made from paychecks and automatically be deposited in their Credit Union accounts.

SECTION 4.15 Rate of Pay on Recall

A. When an employee is recalled from layoff to a position in the same grade as the employee held prior to layoff, the employee shall be paid at the rate for the step the employee held prior to being laid off.

B. When an employee is recalled from layoff to a position in a grade higher than the employee held prior to layoff, the employee shall be paid at the same step the employee held in the lower class in the higher classification.

C. When an employee is recalled from layoff to a position in a grade lower than the employee held prior to layoff, the employee shall be paid as if demoted to the lower grade from the step the employee held prior to being laid off.

ARTICLE 5
Hours and Conditions of Employment

SECTION 5.1 Attendance - All departments shall maintain weekly attendance records for all employees and furnish reports monthly of such attendance to the First Selectman.

SECTION 5.2 Hours of Work -

A. It is agreed that the working relationship between the Town and Association members shall be based upon principles of professionalism. It is expected that employees covered by this Agreement shall normally work a minimum of forty (40) hours per week and are required to work for as many hours as may be required to satisfactorily perform their job duties without regard to hours per day, week, or month. Recognizing that employees covered by this Agreement are exempt under applicable state and federal law, it is expected that such employees will schedule their own work in such manner as to effectively and efficiently complete assignments in a timely manner consistent with the Town's operational requirements. It is agreed that the working relationship between the Town and the Association members shall be based upon principles of professionalism and that neither party shall engage in "clock watching."

During the term of this agreement the Town and the Union agree to discuss a possible change in the hours of work to a 4 ½ day work week for Town Hall and Social Services.

B. Monday Evening Office Hours.

The offices of the Town Clerk, Tax Collector, Building Department, Public Works/Engineering, Assessor, Social Services, First Selectman and Planning will be open on Mondays from 8:30 a.m. until 7:00 p.m.

Each department will be required to schedule a maximum of one person to cover the hours from 4:30 until 7:00 p.m. Volunteers will be solicited in each department to staff the office. In the event there are no volunteers to sufficiently staff a department, staff will be assigned to work on a rotating basis with the least senior employee in the department being selected first. Notwithstanding the above, if any employee has voluntarily agreed to work evening hours, he or she will be considered to have most seniority for establishing the rotation. It is the desire of the parties that employees will work collaboratively to provide departmental coverage.

The parties agree that the language regarding Monday evening hours and the staffing of those hours will expire with this agreement and will not have the traditional effect given to current contract language in proceedings regarding the successor agreement.

SECTION 5.3 Job Sharing. Employees may submit proposals for job sharing agreements. Such agreements are subject to approval by the Town and the Union.

SECTION 5.4 Compensatory Time – Effective upon ratification of this agreement, exempt employees shall not accrue compensatory time off. Exempt employees, who have accrued compensatory time, shall have the provisions of this section apply to compensatory time.

SECTION 5.5 Outside Employment. Outside employment is not encourage for full-time employees, however, any employee of the Town who engages in additional employment outside his or her official working shall give, within thirty (30) days of commencing such outside employment, written, acknowledged notice of such outside employment to the First Selectman. Any employee who engages in employment outside of his regular working hours is subject to call to perform his regular Town duties first. Any employee whose work performance is adversely impacted by outside employment shall be subject to discipline.

ARTICLE 6 Leaves of Absence

SECTION 6.1 Sick Leave - When it is necessary for any employee to take sick leave due to a non-occupational illness or disability, the salary of bargaining unit employees shall be continued for a period not to exceed six (6) months upon the approval of the First Selectman and based on the nature of the disability or illness and the service record of the employee, and the recommendation of an attending physician. A paid sick leave up to one month's pay may be granted to probationary employees. Notwithstanding the foregoing, employees hired after July 1, 2001, shall be eligible to accrue sick leave at the rate of one and one-quarter (1.25) days per month to a maximum of fifteen (15) days per year. Unused sick leave may be accumulated to a maximum of one-hundred twenty five (125) days. In order to accrue sick leave during any month, the employee must be on the active payroll for at least half of the month or to be on an authorized paid leave of absence. No compensation shall be paid for unused sick leave upon retirement or otherwise leaving Town employment. The Town may require a second opinion from a Town chosen physician. Sick leave shall be subject to the following conditions:

- A. Notification of illness: In order to be paid for sick leave, an employee must notify his department head within two (2) hours of the time the employee is due to report for duty, unless otherwise specified by the department head.
- B. Use of Sick Leave: Sick leave shall not be considered a privilege to be used at any employee's discretion, but shall be allowed only in the following cases:
 - 1. Personal illness or physical incapacity, resulting from causes beyond the employee's control, for which compensation is not payable by any employer under the terms of the Workers' Compensation Act of the State of Connecticut. An employer who is injured while engaged in outside

employment, or who suffers any occupational illness attributed thereto is not eligible for sick leave.

2. Enforced quarantine of the employee in accordance with community health regulations.
3. Family illness or physical incapacity for which employee may apply up to five (5) paid sick leave days and may use up to an additional five (5) unpaid leave days. An employee may, at his/her discretion, use other accrued leaves for family illness or incapacity.
4. Any other reason specifically permitted under applicable State and/or Federal statutes, including but not limited to the State of Connecticut's Public Act 11-52.

C. Abuse of Sick Leave Privilege: Abuse of sick leave privilege is considered sufficient cause for denial of additional paid leave per the provisions of subsection D below and for discipline up to and including dismissal.

D. Medical Reporting Requirements:

1. The Town may require a doctor's certificate or other proof of illness after three (3) consecutive days of sick leave or in the case of suspected abuse where the employee has been warned in accordance with the Disciplinary Action article. The doctor's certificate will include anticipated length of an employee's absence, date employee can safely return to work, and any physical limitations imposed by the illness.
2. Non-consecutive Sick Leave Absences – After five (5) nonconsecutive occurrences of sick leave in any twelve (12) month period, the department head may require a doctor's certificate for future sickness if it appears that there has been an abuse of sick leave. Additional paid sick days must be request from and approved by the department head and the First Selectman.
3. When the Town believes it is necessary in order to assess the merits of a request for extended sick leave, the Town may require an employee requesting such leave to submit medical certification in the form that is provided for under the Family and Medical Leave Act of 1993.
4. Medical certificates shall be kept as part of an employee's medical record file. The parties consider medical records to be confidential and not subject to public disclosure unless so ordered by a non-appealable order of a court of competent jurisdiction.

E. On any occasion when the Town requires medical examination by a physician of its choice, it shall pay for such examination.

SECTION 6.2 Family and Medical Leave Act - Employees may be eligible for unpaid FMLA leave in accordance with federal law. As part of the leave allowed under the law, employees must exhaust applicable paid time off which time off shall be credited toward the FMLA leave allowance, except at the employee's option, he/she may save up to two (2) weeks of vacation. Entitlement to such leave shall be computed utilizing a rolling twelve-month period measured backward from the date leave is used.

SECTION 6.3 Occupational Injury Leave - Injury leave as distinguished from sick leave means paid leave given to an employee because of the absence from duty caused by an accident or injury that occurred while the employee was engaged in the performance of his/her duties.

The Town will supplement for a period not to exceed six (6) months the payments made under Workers' Compensation Insurance so that the employee will receive his/her normal weekly pay for the period of time he/she is on injury leave.

SECTION 6.4 Personal Leaves of Absence - The First Selectman upon recommendation of the department head may grant leaves of absence when necessary, with or without pay, up to a maximum of two months. The Board of Selectmen, upon recommendation of the department head and approval of the First Selectmen, may grant leaves of absence when necessary, with or without pay, for periods longer than two months. An approved leave of absence will have no effect on the employee's benefits or length of service.

SECTION 6.5 Bereavement Leave - The Town allows up to three (3) days off, with pay, for death in the immediate family (spouse, parent, parent-in-law, child, step-child, sibling, grandparent or grandchild) and one (1) day off for the death of the employee's niece, nephew, aunt or uncle. Employees may request additional time off for attendance at a funeral not provided for herein. Such time off may be without pay or charged to accrued leave. Such request shall not be unreasonably denied.

SECTION 6.6 Military Leave - The First Selectman shall grant Military Leave upon request for active duty in the National Guard or Armed Forces in accordance with state and federal law.

SECTION 6.7 Jury Duty - An employee called to jury duty shall notify the Town immediately of his or her selection. Such employee shall continue to be paid his or her regular pay as required under Section 51-247a(a), as is or as amended, of the Connecticut General Statutes. Any employee who is released from jury duty on any given work day is required to report to work if there are four or more hours left in the work day.

SECTION 6.8 Personal Days - Employees shall be entitled annually to three (3) personal days which may be used for personal business which cannot be scheduled during non-work hours. Personal days cannot be accumulated from year to year.

ARTICLE 7
Holidays

SECTION 7.1 Paid Holidays

A. The following holidays shall be granted with pay:

New Year's Day	Labor Day
Martin Luther King, Jr. Day	Veteran's Day
President's Day	Thanksgiving Day
Good Friday	Day following Thanksgiving
Memorial Day	Christmas Eve
Independence Day	Christmas Day

B. One (1) additional floating holiday shall be observed each year which shall be determined by mutual agreement between the employee and his/her supervisor.

C. When a holiday falls on a Saturday, the preceding Friday shall be the day off, and when a holiday falls on a Sunday the following Monday shall be the day off. Exceptions to this section are at the discretion of the First Selectman.

D. Attendance on Days Prior to and Immediately after a Holiday - Employees are not paid for holidays unless they work the last scheduled day prior to the holiday and the first scheduled day after the holiday unless such employees are on vacation, or have documented illness or on leave authorized by the First Selectman or Department Manager.

ARTICLE 8
Vacations

SECTION 8.1 - Employees shall earn paid vacation time for each completed month of service in accordance with the following:

0 to 6 years	.83 days per month
Over 6 and up to and including 15 years	1.25 days per month
Over 15 years to 16 years	1.66 days per month
Over 16 years to 17 years	1.75 days per month
Over 17 years to 18 years	1.83 days per month
Over 18 years to 19 years	1.92 days per month
Over 19 years to 20 years	2.00 days per month
Over 20 years	2.08 days per month

For purposes of vacation, the Town reserves the right to exercise discretion in crediting employees in Salary Grade A-4 or above (including the First Selectman), with “service” time to include time accumulated in the same or similar positions with other employers, when previous experience is a prerequisite for employment. The First Selectman may recommend exceptions to this policy to the Board of Selectmen. The amount of such additional “service” time shall be negotiated with the employee by the Personnel Committee at the time of hiring and noted in personnel records.

SECTION 8.2 - Employees shall accrue vacation from date of employment, but are not eligible to take vacation time during the first six months.

SECTION 8.3 - Employees shall be paid for all accrued vacation at time of termination at the employee’s rate of pay at termination.

SECTION 8.4 - Under normal circumstances, vacation earned in one fiscal year shall be used by the end of the next fiscal year. However, under extenuating circumstances, the First Selectman may permit the carry-over of up to a maximum of ten (10) days for a period not to exceed six months.

Upon the implementation of the new accrual system, employees will be credited with all accrued vacation time. Notwithstanding the above section, employees may carry over this time for a period not to exceed twelve months.

SECTION 8.5 – Break in Service - Vacation time is determined by the length of continuous service with the Town. For purposes of computing vacation time, employees who leave the Town service and who are re-employed within one year shall have their service bridged for purposes of vacation accrual.

SECTION 8.6 – Advance Vacation - No employee may take vacation time beyond the amount earned except in the most unusual of circumstances. Written requests for advance vacation will be approved at the discretion of the First Selectman.

SECTION 8.7 - Use of Individual Vacation Days - Employees are encouraged to take vacation in five day blocks. Vacation may be taken in single or half-day increments if the employee wishes and it is approved by the department manager, but no employee shall be forced to take vacation time in one day increments.

SECTION 8.8 - Crediting Vacation Time to Sick Leave - In the event an employee’s sick leave is exhausted, earned vacation time may be credited to sick leave.

SECTION 8.9 - Payment of Salary in Lieu of Vacation - No salary shall be paid to an employee in lieu of vacation, since the purpose of a vacation is rest and relaxation.

SECTION 8.10 - Holiday Celebrated During Vacation - Observed holidays established herein shall not be considered in the computation of vacation credit as a part of the vacation time.

SECTION 8.11 - Sickness While on Vacation - An employee who becomes ill while on vacation may not charge such illness to sick leave, unless a medical certificate confirms said illness.

SECTION 8.12 - Advanced Vacation Pay - In order for employees to receive vacation pay in advance, the Personnel Action Form reporting vacations to be taken must be received in the Finance Department at least one week before the day of last payroll distribution before the start of vacation to allow for the drawing of the check.

ARTICLE 9 Insurance and Other Benefits

SECTION 9.1 –Health Insurance Plan Design: The Town offers two health insurance plan options including a preferred provider organization (PPO) option and a health maintenance organization (HMO) option. The plan designs for these options shall be posted in Appendix C of this Agreement. The Town will also provide eligible family members coverage for any employee who elects such coverage. The Town reserves the right to change insurance carriers provided that coverage under new plans is equal to coverage presently in effect including access to health care providers provided that the Union is notified of the proposed change at least thirty (30) days prior to implementation.

The Town agrees to resubmit data to the Connecticut Comptroller’s Office for the purpose of obtaining a quote of Connecticut Partnership Plan rates in January 2013 and January 2015. In the event that the quotes received from the Comptroller’s Office indicate a potential savings to both the Town and its employees, the parties agree to meet and discuss health insurance options.

SECTION 9.2 Health Insurance Plan Employee Contributions: Employees shall share the cost of the total health insurance cost allocation (the “premium”) by contributing the following percentages of the premium:

- (a) For employees hired on or before the effective date of this Agreement:
 - (i) Effective July 1, 2011: fourteen percent (14%);
 - (ii) Effective July 1, 2012: fourteen percent (14%);
 - (iii) Effective July 1, 2013: fourteen and a half percent (14.5%);
 - (iv) Effective July 2, 2014: fifteen percent (15%)

- (b) For employees hired after the effective date of this Agreement: twenty percent (20%)

SECTION 9.3 Dental Coverage: CIGNA Dental Coverage (Group Plan 0320442-03) shall be provided to employees and eligible family members at the premium rates set forth in Section 9.2 above.

SECTION 9.4 Life Insurance: Term life insurance (employee only) in the amount of \$10,000 shall be paid by the Town, and up to twice the annual salary of the employee, provided the employee contributes \$.20 per \$1,000 of coverage.

SECTION 9.5 Long Term Disability: Long Term disability coverage (employee only) after the six month waiting period, benefits equal to sixty percent (60%) salary shall be paid by the Town.

SECTION 9.6 Retiree Health Insurance: Employees who are eligible and who retire before age 62 have the option of remaining on the Town's group health coverage at their own expense. At age 62, the Town begins providing payment for a retired employee's health coverage provided coverage has not been discontinued. Those who elect to leave the plans may not reenter. If the insurance carrier rejects the continuance of any Simsbury retiree as a member reaching age 65, the Town will not be held liable for continuing in any other manner. Upon reaching age 65, the Town provides supplemental insurance coverage. Those retiring after 1/1/92 will pay 25% of the premium charged to the town. Retirees pay 100 percent for spouse and dependents' coverage.

A Retiree, at his/her own expense, may choose to elect coverage for spouse and dependents in accordance with the plan's rules and regulations. Spouses of deceased retirees may continue to participate in the Retiree Health Insurance Plan as long as they pay 100% of the premium.

SECTION 9.7 Retired Employees – Dental: Retired Town employees have the option to remain on the Town's group dental coverage at their own expense and also pay for continuing dental coverage for spouse and dependents.

SECTION 9.8 Fringe Benefits While on Workers' Compensation or Long Term Disability: During an employee's absence under the Town's disability plan or Workers' Compensation, the Town continues to pay the employee's fringe benefits. It is the employee's responsibility to continue payment for any contributory portion of benefits.

SECTION 9.9 COBRA: Federal law requires that employers sponsoring group health insurance plans offer employees and their families the opportunity for continuation coverage at group rates in certain instances where coverage would otherwise end. An employee who loses medical or dental coverage as a result of reduction in hours or termination of employment (other than gross misconduct) may receive continued coverage at their own expense for 18 months; the maximum coverage period is 36 months for any other qualifying event.

SECTION 9.10 Other Post Employment Benefits ("OPEB") Trust:

A. Employees hired on or after 7/1/2013 shall contribute two percent (2.00%) a year for a period of 10 years, commencing on their date of hire, to the Town's OPEB Trust. It is the intent of the parties that all successor agreements shall include this contribution provision in order to reflect the 10 year contribution requirement for new hires after 7/1/2013.

B. Commencing on July 1, 2013, employees hired on or before June 30, 2013 shall contribute the following percentages of annual base salary to the OPEB Trust according to the following schedule:

1. Effective July 1, 2013, one half percent (0.50%);
2. Effective July 1, 2014, one percent (1%);
3. Effective July 1, 2015, one and a half percent (1.5%);
4. Effective July 1, 2016 and thereafter, two percent (2%)
5. Employee contributions shall cease effective July 1, 2023.

C. An employee with less than five (5) years of service is not entitled to any retiree health benefit, and is not entitled to a refund of the employee's OPEB contributions if the employee voluntarily separates from service with the Town. An employee with five (5) years or more of service with the Town is entitled to a one hundred percent (100%) refund of the employee's actual contribution only if the employee (1) does not elect retiree health coverage; or (2) is not entitled to retiree health coverage for any other reason.

D. Once the OPEB Trust is fully funded (as defined by the Town's actuaries), the parties agree to negotiate a potential modification of the OPEB contributions.

SECTION 9.11 Pension Plan

A. All employees in the bargaining unit who are hired by the Town of Simsbury on or before June 30, 2013 and who meet the eligibility requirements of the plan are covered by the Town's Pension Plan: Town of Simsbury - General Government Employees Retirement Income Plan which was in effect on July 3, 1992, as amended and restated effective January 25, 2005 (as amended).

B. Effective July 1, 2013 employee contributions to the Town's Pension Plan shall be increased from two percent (2.00%) to five percent (5.00%) according to the following schedule:

1. Effective July 1, 2013 employees shall contribute two and one-half percent (2.50%) of their compensation into the pension plan.
2. Effective July 1, 2014 employees shall contribute three percent (3.00%).
3. Effective and retroactive each July 1 thereafter, employees shall contribute an additional one-half percent (0.50%) of their compensation to the pension plan until the Employee contribution reaches five percent (5.00%) of their compensation.

C. Employees hired after June 30, 2013 shall have the following retirement benefit options:

1. Participation in General Government Defined Benefit Plan: the employee may participate in the plan provided the employee contributes seven percent (7%) of compensation as defined by the plan. All other provisions of the plan as stated in the plan documents apply.

2. Participation in Defined Contribution Plan: Alternatively, the employee may elect to participate in the defined contribution plan. The Employer shall contribute six percent (6.00%) of the employee's salary to the plan at no cost to the employee. Employees have the option of contributing up to the maximum amount allowable by law. There shall be a rolling 5 year vesting period for employer contributions. Employees electing the defined contribution plan may not elect to participate in the defined benefit plan at a later date.

D. Any employee who retires from Town service, and who utilizes any or all of the 2009-2010 contract year for the purpose of calculating his or her final average earnings, shall be entitled to include an imputed wage increase of three percent (3%) in calculating his or her final average earnings notwithstanding the provision of Article 4 section 1.C.6 subject to applicable limitations imposed by the Internal Revenue Code.

E. Employees and the Union shall have the right to inspect and obtain copies of Plan documents.

F. Employees will receive a summary plan description 90 days after they begin work, and at least once every four years. Employees will be notified of any substantial Plan changes within 30 days after the effective date of such change.

G. Each year employees will receive a current annual retirement statement with personalized information.

SECTION 9.12 Deferred Compensation - All employees are eligible to participate in the Deferred Compensation Plan in accordance with applicable federal and state laws.

SECTION 9.13 Employee Assistance Program - Employees may participate in the Employee Assistance Program. Participation is voluntary and confidential. The Town will fund the cost of the program. Nothing contained herein shall prohibit the Town from changing EAP providers.

SECTION 9.14 Health Incentive Program

A. The Town will introduce an optional wellness program designed to help employees better manage their own health. Employees who choose to participate in the program will receive:

1. A one-time financial incentive payment of \$100 for participating in the wellness program. Participation in the program shall include participation in an onsite confidential health evaluation conducted by the wellness provider (to include provision, by the employee, of a medical history and participation in a blood pressure reading and a blood draw as determined by the wellness provider); and
2. In the second year of the program and all subsequent years covered by this agreement, for those employees who maintain participation in the wellness program and meet the employee-specific health goals established by the

wellness program provider, a health care premium rate 2% lower than the applicable premium rate set forth in Section 9.2 of this agreement.

B. The Town shall not be provided with any employee-specific health, medical or genetic information by the wellness provider. Both the Town and the wellness provider shall comply with all federal and state laws, including but not limited to ADA, GINA, and HIPAA, prohibiting the unauthorized disclosure of employee medical and genetic information. The wellness provider shall be permitted to provide the Town with aggregate data designed to help the Town identify the health needs of the workforce, the need for specific health improvement programs and the measurable return the program offers to the Town and its employees.

C. Implementation of the proposal is contingent upon participation by a sufficiently large number of Town Employees.

ARTICLE 10 Separations

SECTION 10.1 Resignation - An employee in good standing desirous of leaving the Town shall provide a written resignation two (2) weeks before the effective date. Failure to comply with the notice requirement may be cause for denying future employment with the Town. The First Selectman may permit a shorter period of notice because of extenuating circumstances. An employee who is leaving will be scheduled with his department head or First Selectman, or designee, for an exit interview to cover pension benefits, any vacation accrued, continuance of health insurance benefits, reasons for leaving, etc. within two (2) weeks of the submission of the resignation notice.

Employees are normally expected to provide written notice to the Office of First Selectman of their intention to leave the Town's employment two weeks in advance of their last day of work. This two weeks written notice shall be considered a "working" notice period. It is expected that an employee will be at work during the period of notice.

If, after requesting and being granted vacation leave, a floating holiday, compensatory time, and/or earned days, an employee gives the notice described above and seeks to utilize any of the various types of leave specified above during the "working" notice period, the Town will have the right to reconsider the granting of the leave request, including the withdrawal of a previously approved leave. The Town will have two business days from the Office of First Selectman's receipt of the notice described above to reconsider such a leave request.

While the Town has the right to withdraw its approval of leave, there shall be no loss of accrued benefit based upon the Town's subsequent denial of a previously granted request. To the extent the collective bargaining agreement provides for that accrued benefits are to be paid upon termination of employment, the benefits will be paid at the rate in effect on the last day of the notice period.

Following the receipt of the written notice described above, employees' requests for vacation leave, floating holiday, compensatory time and earned days shall be considered by the Town. The Town will have two business days from the Office of First Selectman's receipt of the employee's request to render a decision.

SECTION 10.2Layoff

- A. **Definition** - A layoff is defined as the involuntary, non-disciplinary separation of an employee from Town service.
- B. **Order of Layoff** - No full-time employee in a position selected for layoff shall be laid off if the Town retains a part-time, seasonal, temporary, contractual, or probationary employee in the position. If there is more than one employee in the position selected for layoff, layoff shall take place in inverse order of seniority.
- C. **Job Security** – No bargaining unit employee shall be laid off or have his or her hours reduced through June 30, 2010
- D. **Bumping** - A full-time employee subject to layoff may displace a less senior employee in a lower classified bargaining unit position provided he/she is qualified to perform the work. A full-time employee subject to lay-off may displace a part-time, seasonal, temporary, contractual, or probationary employee in a lower classified bargaining unit position provided he/she is qualified to perform the work.
- E. **Seniority** - Layoff for two years or less shall not constitute a break in service nor shall it result in a loss of seniority, provided however that no additional seniority shall be accrued during layoff.
- F. **Notice of Layoff** - The Town will make every effort to give at least thirty days prior notice of layoff, except in cases of emergency. It is agreed that in any event the Town will give fourteen days prior notice of layoff, or, in lieu thereof, two weeks pay.
- G. **Re-employment List** - Recall shall be in inverse order of layoff provided the employee is qualified to perform the work. An employee shall remain on the recall list for a period of two years. Notice of recall to the same or substantially similar position shall be made by certified mail to the employee's address of record, it being agreed that the employee must keep the Town informed of address changes. Failure to respond to such notice within the earlier of three working days of receipt of notice or fifteen days after mailing shall constitute a refusal of recall and seniority will be broken as of the date of such refusal. Failure to return to work within the earlier of two weeks after receipt of notice or eighteen days after mailing of such notice shall also constitute refusal of recall and seniority will be broken as of the date of such refusal. No new employee shall be hired into a bargaining unit position until laid off employees eligible for recall and qualified for the position have been offered reemployment.
- H. **Fractionating Bargaining Unit Positions** - During the life this agreement, no full-time bargaining unit position shall be fractionated in such manner as to diminish the

number of full-time positions for the purposes of reducing employee's wages and benefits.

I. **Reduction in Hours** - If a full-time employee has his/her hours reduced, this reduction shall be considered a layoff for the purposes of this Article.

SECTION 10.3 - Death - All compensation due in accordance with Section 8.3 is paid to the estate of the employee, except for such sums as by law may be paid to the surviving spouse.

SECTION 10.4 - Conditions of Separation - At the time of separation and prior to final payment, all records, assets, or other items of Town property in the employee's custody are transferred to his/her department head. Any amount due because of a shortage in the above will be collected through appropriate action.

SECTION 10.5 Payment of Earned Compensation and Leave Upon Separation - Employees who leave the Town service shall receive payment for all earned vacation leave.

ARTICLE 11 Disciplinary Action

SECTION 11.1 Disciplinary Action - No employee shall be disciplined except for just cause. Ordinarily, disciplinary action for employees is a four-stage process, except in the case of a serious offense. The First Selectman may depart from the following order or omit steps where warranted by the nature of the offense. The four stages are as follows:

A. **Oral Reprimand** - This is a verbal warning for poor job performance or other problem. The supervisor will outline the specific problem and areas that need to change, may set goals and time frame for performance improvements, if appropriate, and will inform the employee of future disciplinary action in case of continued poor performance or problems. Oral reprimands are documented by the supervisor and placed in the employee's personnel file with a copy to the employee.

B. **Formal Reprimand** - The supervisor gives the employee a formal reprimand in writing and places it in the individual's personnel file. The written reprimand shall include the date(s) and description of the incidents and statement of further disciplinary action should the situation not improve, and shall be signed by the employee or other witness, with a copy given to the employee.

C. **Suspension** - The supervisor may remove the employee from his job and suspend him/her with or without pay with the signed approval of the Department Head and First Selectman for a period not to exceed thirty (30) days. A written memorandum will outline the circumstances leading to the suspension and set goals for improvement, if appropriate. It is reviewed with and signed by the employee and permanently placed in the employee's Personnel File and a copy sent to the Union President within one day of issuance.

D. Dismissal or Demotion - If previous discipline has not resulted in the required improvement, or when the misconduct is serious enough to warrant this action, the First Selectman or Board of Selectmen when appropriate, may dismiss or demote the employee. The basis for dismissal or demotion is summarized in a letter of dismissal or demotion of the employee and a copy of the letter sent to the Union President within one day of issuance.

SECTION 11.2 Prior to a suspension without pay or dismissal or demotion, an employee shall be given the opportunity to attend a predisciplinary hearing before the First Selectman, or his/her designee, which shall be informal, at which time the employee shall have the opportunity to present his/her position.

ARTICLE 12

Grievance and Arbitration Procedures

SECTION 12.1 Definition A grievance is defined to be a dispute or disagreement arising out of any of the following:

- A. Discharge, involuntary demotion, suspension or other forms of disciplinary action.
- B. Prohibited discrimination.
- C. Interpretation or application of specific rules, regulations, or policies of the Town.
- D. Interpretation or application of a specific provision of this Agreement.
- E. Job Specification. An employee may grieve that the duties assigned are not normally or reasonably expected to be performed in accordance with the overall job specifications.

SECTION 12.2 Time Limits

- A. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each step is considered as a maximum. The time limit specified may, however, be waived by mutual agreement. This agreement shall be confirmed in writing.
- B. If an employee does not file a written grievance at step one of the formal procedure within fifteen (15) working days after the employee knew or can reasonably be expected to have known of the act or condition on which the grievance is based, then the grievance is considered waived.
- C. Failure of the aggrieved at any step to appeal a grievance to the next step within the specified time limits is deemed to be acceptance of the last decision rendered.
- D. Failure of the Town to render a decision within a specified time limit is deemed to be denial of the grievance submitted, and the aggrieved may proceed to the next step within the time limit which would apply if a written denial had been rendered on the day on which the time period for response expired.

SECTION 12.3 Procedure

- A. Any employee may use this grievance procedure with or without Union assistance. Should an employee process a grievance through one or more steps provided herein prior to seeking Union assistance, the Union may process the grievance to the next succeeding step following that which the employee has utilized.

B. Steps

1. The aggrieved employee shall first notify his/her immediate supervisor and his/her Union representative in writing of the nature and facts of the grievance within fifteen (15) working days after its occurrence. The immediate supervisor shall meet and discuss the grievance with the employee and the Union representative and notify the employee and the Union of his/her decision in writing within six (6) working days after the employee notification.
2. If a satisfactory solution is not reached under Step 1 above, the employee or the Union shall submit the nature and facts of his/her grievance in writing to the Department Head within five (5) working days of receipt or due date of the decision rendered at Step 1 above. After the Department Head receives such grievance, he/she shall meet as soon as practical and discuss the matter with the concerned parties and shall notify the employee and the Union of the decision in writing within six (6) working days of the receipt of the grievance. If the employee's immediate supervisor is the Department Head, he or she proceeds to Step 3.
3. Grievances not settled at the Department Head level, or for which a reply is not given in the specified time, shall be submitted in writing to the First Selectman within five (5) working days of receipt or due date of the decision rendered at Step 2 above. The First Selectman shall meet with the employee and/or the Union, and such other persons as the First Selectman deems necessary for the discussion and settlement of the grievance. The First Selectman shall render a written resolution of the grievance within ten (10) working days of its receipt.

SECTION 12.4 Arbitration - If the Union is not satisfied with the decision of the Personnel Subcommittee, it may appeal the decision to arbitration. Such submission to arbitration shall be made no later than ten (10) working days after receipt or due date of the decision at Step 4, with a simultaneous copy of the submission to the other party. The cost of the arbitration shall be born equally by the parties and both parties shall be bound by the decision of the arbitrators, provided however, that the arbitrators may not add to, delete from, or modify in any way the provisions of this Agreement.

In grievances regarding discharge, or for which the Town has a substantial, ongoing, potential financial, liability (in excess of \$5,000), grievances shall be submitted to the American Arbitration Association in accordance with its rules and regulations. Underlying discipline which is part of the basis for a discharge and for which grievances are pending before the Connecticut State Board of Mediation and Arbitration shall be refiled with the American Arbitration Association.

All other grievances shall be submitted to the Connecticut State Board of Mediation and Arbitration in accordance with its rules and regulations.

SECTION 12.5 All grievances initiated by employees regarding decisions or actions made by the First Selectman shall be filed at Step 3 of the grievance procedure. Said grievance shall be filed within fifteen (15) working days after the employee knew or can reasonably be expected to have known of the act or condition on which the grievance is based, if not, the grievance is considered waived.

SECTION 12.6 Grievances regarding the dismissal of employees whose appointment and removal is subject to the recommendation of the First Selectman and approval of the Board of Selectman shall be filed at Step 4 of the grievance procedure. Said grievance shall be filed within fifteen (15) working days after the employee knew or can reasonably be expected to have known of the act or condition on which the grievance is based, if not, the grievance is considered waived.

SECTION 12.7 The grievance procedure shall occur during working hours, except for the Personnel Subcommittee, and Union representatives representing employees and/or the Union shall be compensated at their regular salary rate for their attendance during working hours.

ARTICLE 13 Status Changes

SECTION 13.1 Transfers - Employees may be transferred under the following circumstances:

- A. On a voluntary basis to fill a vacant position under Section 2.7 and 2.8.
- B. If there are no volunteers in A above, the Town may transfer the least senior qualified employee.
- C. In lieu of layoff, an employee may transfer to a vacant position which he or she is qualified to fill if the town is accepting applications for the position.

SECTION 13.2 Other Status Changes - The Town will use its best efforts to find alternate work for an employee temporarily disabled or who suffers an injury that does not allow him/her to perform usual work. Nothing contained herein shall be construed to require the Town to “make work.”

ARTICLE 14 Management Rights

Unless expressly and specifically limited, modified, abridged or relinquished by a specific provision of this Agreement, the rights, powers and authority to manage the operations of the Town, whether exercised or not, shall remain solely and exclusively vested by the Town. It shall have the sole and unquestioned right, responsibility and prerogative of management of

the affairs of the Town and the direction of the working forces, including but not limited to the following:

A. To determine the organization and standards of each department or division and to manage such operations;

B. To determine the methods and levels of care, maintenance and operation of equipment used for and on behalf of the purposes of the Town;

C. To establish or continue policies, practices and procedures for the conduct of Town business, including personnel policies, and from time to time, to change or abolish such policies, practices and procedures;

D. To establish, modify, or discontinue processes or operations or to establish or discontinue their performance by Town employees;

E. To establish new or improved methods, procedures, practices, technologies or facilities which the Town may deem to be in its best interest and/or advisable for efficiency of operations and to modify any job description to accommodate such new or improved methods, procedures, practices, technologies or facilities;

F. To determine the standards of selection for employment, and to determine the number and types of employees required or desired to perform the Town's operations;

G. To employ, direct, schedule, assign, appoint, discipline, dismiss, transfer, promote or demote employees, or to lay off, terminate or otherwise relieve employees from duty for lack of work, lack of funds or other legitimate reason in the best interest of the Town or any subdivision thereof

H. To establish, amend, abolish and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with Town requirements;

I. To determine the content of job classifications and/or positions and to ensure that incidental duties connected with Town operations, whether enumerated in a job description or not, shall be performed by employees;

J. To fulfill all of the Town's legal responsibilities.

K. To establish contracts or subcontracts for municipal operations and services, upcoming including work currently or customarily performed by members of any bargaining unit if comparable work can otherwise be done more economically, efficaciously, efficiently, or expeditiously.

The Town shall not exercise its rights in an arbitrary, discriminatory or capricious manner. When practicable, the Town shall give the Association prior notice of change to

policies, practices, procedures and changes to job descriptions. When required by law, the Town shall negotiate with the Association regarding the impact of changes in policies, practices, procedures, and job descriptions that have substantial effect upon the terms and conditions of employment of bargaining unit members.

ARTICLE 15 Union Security

SECTION 15.1 During the life of this Agreement, an employee retains the freedom of choice whether or not to become or remain a member of the Union. Any employee who, within thirty (30) days after initial employment in the bargaining unit covered by this Agreement fails to become a member of the union or any employee whose Union membership is terminated for any reason or any employee who resigns from Union membership shall be required to pay an agency service fee under Section Two.

SECTION 15.2 Union dues shall be deducted by the Employer from the paycheck of each employee who signs and remits to the Employer an authorization form. Such deduction shall be discontinued upon written request of an employee thirty (30) days in advance. The Employer shall deduct the agency service fee from the paycheck of each employee who is required to pay such fee as a condition of employment, provided, however, no such payment shall be required of an employee who objects to payments of such fee based on the tenet of a bona fide religious sect. Employees objecting on religious grounds shall make a monthly contribution to an I.R.S. recognized charity, designated by mutual agreement of the Employer and Union, equivalent to union dues.

SECTION 15.3 The amount of dues or agency service fee deducted under this Article, together with a list of employees, shall be remitted to CSEA, Service Employees International Union Local 2001 within a week after the payroll period in which such deduction is made together with a list of employees for whom any such deduction is made or unless agreed to otherwise. Dues or agency service fee shall be deducted on a weekly basis.

SECTION 15.4 The Union shall indemnify the Employer for any liability or damages incurred by the Employer in compliance with this Article.

ARTICLE 16 Nondiscrimination

The parties herein agree that neither shall discriminate against any employee on the basis of race, color, religious creed, sex, age, national origin, marital status, lawful political activity, ancestry, sexual orientation, present or past history of mental disorder, mental retardation, learning disability or physical disability, including but not limited to blindness, except for bona fide occupational qualifications.

ARTICLE 17
Reimbursement for Courses

SECTION 17.1 Tuition Reimbursement - The following are conditions of reimbursement by the Town for any course or training program:

- A. Request in writing to the department head stating the name of the course and cost, including the cost of required study materials.
- B. Prior approval by the Department Head, if applicable, and First Selectman.
- C. No more than two courses per year unless the course or training is required by the Town.
- D. Course must be work-related or considered an asset to the job function.
- E. Course must be successfully completed for reimbursement, a 'C' level grade or above or certificate to prove completion.
- F. Reimbursement will be at the rate of 100%.

SECTION 17.2 Individualized Professional Development Plans - In conjunction with the annual Performance Review process, each employee will be encouraged to develop an individualized Professional Development Plan.

ARTICLE 18
Mileage Reimbursement

If the Town does not provide a vehicle required for use in the performance of a Town duty or function, an employee shall be reimbursed at the IRS rate for use of his/her personal vehicle.

ARTICLE 19
Applicability

SECTION 19.1 Personnel Rules and Regulations - The Personnel Rules and Regulations, including Exhibits A-F, adopted by the Board of Selectmen September 14, 2009, shall remain in full force and effect unless superseded by a specific provision of this Agreement.

SECTION 19.2 Contract Negotiations - Two members of the Union's negotiating committee shall be released with full pay to attend negotiating sessions held during working hours provided that nothing contained herein shall be construed to require negotiations to take place during regular work hours.

ARTICLE 20
Miscellaneous

SECTION 20.1 Orientation and Training - The Union will provide each new employee with a copy of the collective bargaining agreement then in force.

SECTION 20.2 Bulletin Boards - The Town will provide bulletin board space for union notice in each work location.

SECTION 20.3 Uniforms – The Town shall continue to furnish or provide, at no cost to the employee, all uniforms and safety shoes at the current level. Effective July 1, 1997, all eligible employees will receive one (1) pair of steel-toed shoes up to \$100 per year furnished by the Town.

ARTICLE 21
Health and Safety

SECTION 21.1 Health and Safety - The Town shall endeavor to provide a safe and healthy work environment. The Union agrees to bring to the attention of the Town any conditions within the working environment which it perceives to be unsuitable and any recommendations regarding specific safety and health matters by submitting those issues to the joint Union/Management safety committee which shall be established and operate pursuant to Conn. Gen. Stat. §31-40v, as amended from time to time. The Union may also process health and safety issues through the contractual grievance procedure but may not submit such issues to arbitration.

In the event a Joint Union/Management Safety Committee is established on a Town wide basis, then this bargaining unit shall be entitled to send representatives, appointed by the Union, to said Committee on a proportional basis, but in no event less than one such representative.

ARTICLE 22
Duration

SECTION 22.1 Except where an effective date is otherwise specified, this Agreement shall become effective upon the implementation date set forth in the Statute.

SECTION 22.2 This Agreement shall remain in full force and effect until June 30, 2015, except with respect to the following:

A. Article 9, Section 9.10, Other Post Employment Benefits (“OPEB”) Trust, will remain in full force and effect until June 30, 2023; and it is the parties’ intent in accordance with Section 9.10(a) to extend beyond this date for all employees hired after July 1, 2013.

B. Article 9, Section 9.11.B., Pension Plans, will remain in full force and effect until June 30, 2019.

Town of Simsbury

Simsbury Administrative & Professional
Supervisors Town Employee’s Association,
CSEA/SEIU AFL-CIO, LOCAL 2001

Mary A. Glassman
First Selectman

Micheline Lecours-Beck
President

Orlando Casiano

Eric J. Blanchet
Union Representative

Date: _____

Date: _____

APPENDIX A
Position Schedule

ADMINISTRATIVE, PROFESSIONAL & SUPERVISORS	
POSITION SCHEDULE	
Grade	Job Title
A5	Head of Children's Services Head of Adult Services
A6	Superintendent of Parks Accounting Manager
A7	
A8	Director of Social Services
A10	Data Processing Manager WPCA Superintendent

APPENDIX B Pay Plans

Effective July 1, 2011

Grades	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9</u>	<u>10</u>	<u>11</u>	<u>12</u>	<u>13</u>	<u>14</u>	<u>15</u>	<u>16</u>	<u>17</u>	<u>18</u>	<u>19</u>	<u>20</u>	<u>21</u>	<u>22</u>
<u>5</u>	64,242	64,884	65,533	66,189	66,850	67,519	68,194	68,876	69,565	70,261	70,962	71,672	72,389	73,114	73,844	74,582	75,329	76,082	76,843	77,611	78,387	79,171
<u>6</u>	68,581	69,266	69,959	70,658	71,365	72,078	72,799	73,528	74,263	75,006	75,755	76,513	77,278	78,050	78,832	79,619	80,416	81,220	82,032	82,853	83,681	84,518
<u>7</u>	72,544	73,270	74,003	74,743	75,490	76,245	77,008	77,778	78,555	79,341	80,134	80,936	81,745	82,563	83,388	84,222	85,064	85,915	86,774	87,641	88,519	89,403
<u>8</u>	76,742	77,510	78,284	79,067	79,858	80,657	81,463	82,277	83,100	83,932	84,771	85,619	86,475	87,340	88,213	89,095	89,986	90,886	91,795	92,713	93,640	94,576
<u>10</u>	85,699	86,556	87,422	88,296	89,180	90,071	90,972	91,882	92,801	93,728	94,665	95,612	96,569	97,534	98,510	99,495	100,489	101,494	102,509	103,534	104,569	105,615

Effective July 1, 2012

Grades	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9</u>	<u>10</u>	<u>11</u>	<u>12</u>	<u>13</u>	<u>14</u>	<u>15</u>	<u>16</u>	<u>17</u>	<u>18</u>	<u>19</u>	<u>20</u>	<u>21</u>	<u>22</u>
<u>5</u>	65,526	66,182	66,844	67,513	68,187	68,869	69,558	70,253	70,956	71,666	72,382	73,106	73,837	74,576	75,321	76,074	76,836	77,603	78,380	79,163	79,955	80,755
<u>6</u>	69,952	70,651	71,358	72,072	72,793	73,520	74,255	74,998	75,748	76,506	77,271	78,044	78,824	79,611	80,408	81,212	82,024	82,844	83,673	84,510	85,354	86,209
<u>7</u>	73,995	74,735	75,483	76,237	77,000	77,770	78,548	79,334	80,126	80,928	81,737	82,555	83,380	84,214	85,056	85,907	86,765	87,633	88,510	89,394	90,289	91,191
<u>8</u>	78,277	79,060	79,850	80,649	81,455	82,270	83,093	83,923	84,762	85,610	86,467	87,331	88,204	89,086	89,977	90,877	91,786	92,704	93,631	94,567	95,513	96,468
<u>10</u>	87,413	88,287	89,171	90,062	90,963	91,873	92,791	93,719	94,657	95,602	96,558	97,524	98,500	99,485	100,480	101,485	102,499	103,524	104,559	105,605	106,661	107,727

Effective July 1, 2013

Grades	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9</u>	<u>10</u>	<u>11</u>	<u>12</u>	<u>13</u>	<u>14</u>	<u>15</u>	<u>16</u>	<u>17</u>	<u>18</u>	<u>19</u>	<u>20</u>	<u>21</u>	<u>22</u>
<u>5</u>	66,837	67,506	68,180	68,863	69,551	70,247	70,949	71,658	72,375	73,099	73,829	74,568	75,314	76,067	76,827	77,596	78,372	79,156	79,947	80,746	81,554	82,370
<u>6</u>	71,351	72,065	72,785	73,513	74,248	74,990	75,741	76,498	77,263	78,036	78,816	79,604	80,400	81,204	82,017	82,836	83,665	84,501	85,347	86,200	87,062	87,933
<u>7</u>	75,475	76,230	76,993	77,762	78,540	79,325	80,119	80,920	81,729	82,546	83,372	84,206	85,047	85,898	86,757	87,625	88,501	89,386	90,280	91,182	92,095	93,015
<u>8</u>	79,842	80,641	81,447	82,262	83,084	83,915	84,754	85,601	86,458	87,323	88,196	89,078	89,968	90,868	91,776	92,694	93,622	94,558	95,503	96,459	97,423	98,397
<u>10</u>	89,162	90,053	90,954	91,863	92,782	93,710	94,647	95,594	96,550	97,514	98,490	99,474	100,470	101,475	102,489	103,514	104,549	105,594	106,650	107,717	108,794	109,882

Effective July 1, 2014

Grades	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9</u>	<u>10</u>	<u>11</u>	<u>12</u>	<u>13</u>	<u>14</u>	<u>15</u>	<u>16</u>	<u>17</u>	<u>18</u>	<u>19</u>	<u>20</u>	<u>21</u>	<u>22</u>
<u>5</u>	68,174	68,856	69,544	70,240	70,942	71,652	72,368	73,091	73,823	74,561	75,306	76,059	76,820	77,589	78,364	79,147	79,940	80,739	81,546	82,361	83,185	84,017
<u>6</u>	72,778	73,506	74,241	74,983	75,733	76,490	77,255	78,028	78,809	79,597	80,392	81,196	82,008	82,828	83,657	84,492	85,338	86,191	87,054	87,924	88,803	89,691
<u>7</u>	76,985	77,754	78,533	79,317	80,111	80,912	81,721	82,539	83,364	84,197	85,039	85,890	86,748	87,616	88,492	89,378	90,271	91,173	92,086	93,006	93,937	94,875
<u>8</u>	81,439	82,254	83,076	83,907	84,746	85,593	86,450	87,313	88,187	89,069	89,960	90,859	91,768	92,685	93,612	94,548	95,494	96,449	97,413	98,388	99,372	100,365
<u>10</u>	90,945	91,854	92,773	93,701	94,638	95,584	96,540	97,505	98,481	99,465	100,459	101,464	102,479	103,504	104,539	105,585	106,640	107,706	108,783	109,871	110,970	112,079

APPENDIX C

Health Insurance Plan Design Summary

SUMMARY OF COVERED SERVICES	CIGNA - OPEN ACCESS PLUS		CONNECTICARE - HMO
	In-Network	Out-of-Network	In-Network Only
GATEKEEPER	No	No	No
<u>ANNUAL DEDUCTIBLE/CAL. YR.</u>			
Individual	None	\$250	None
Family	None	\$750	None
<u>COINSURANCE</u>	None	80/20%	None
Individual	None	\$1,500 including deductible.	None
Family	None	\$3,250 including deductible.	None
<u>INPATIENT HOSPITAL SERVICES</u> Semiprivate, physician and surgeon charges, maternity charges for mother and child, diagnostic and lab fees, PT and OT, drugs, operating room fees, dialysis.	\$250 Copay per Stay, then 100%; unlimited days, subject to UR.	Deductible, coinsurance, unlimited days subject to UR, out-of-pocket applicable.	\$250 Copay per Stay, then 100%
<u>OUTPATIENT SURGICAL SERVICES</u> Operating and recovery room, surgeon's fees.	\$100 Copay	Deductible, coinsurance, out-of-pocket applicable.	\$100 Copay
<u>INPATIENT MENTAL AND SUBSTANCE ABUSE</u>	\$250 Copay per Stay, then 100% of R&C, subject to UR.	Deductible, coinsurance; subject to UR.	\$250 Copay per Stay, then 100%, subject to UR.
<u>EMERGENCY CARE</u> Hospital	Paid in full after \$50 copayment. Sudden and serious, diagnosis based upon admittance (waived if admitted).	Paid in full after \$50 copayment. Sudden and serious, diagnosis based upon admittance (waived if admitted).	\$50 copayment paid in full, sudden and serious, diagnosis based upon admittance (waived if admitted)
Walk-In Care	\$15 copayment (Physician's Office). Sudden and serious diagnosis.	Deductible, coinsurance, out-of-pocket applicable.	\$15 copayment.
<u>DIAGNOSTIC SERVICES</u> Advanced Radiology (MRIs, Cat Scans, Pet Scans)	No Copayment	Deductible, coinsurance, out-of-pocket applicable.	No Copayment

SUMMARY OF COVERED SERVICES	CIGNA - OPEN ACCESS PLUS		CONNECTICARE - HMO
	In-Network	Out-of-Network	In-Network Only
Lab and x-ray, dialysis, radiation and chemotherapy, etc	No Copayment	Deductible, coinsurance, out-of-pocket applicable.	No Copayment
<u>PHYSICIAN'S SERVICES</u> Medical Care (<i>Clinical Indications of Illness</i>)	\$15 copayment, no annual maximum.	Deductible, coinsurance, subject to O-O-P maximum.	\$15 Copayment
Allergy Care	\$15 copayment, no copayment for injections; treatment plan required.	Deductible, coinsurance, treatment plan required, subject to O-O-P maximum.	No copayment for injections, \$15 copayment for office visits up to \$315/2 years.
Well Child Care (<i>No Clinical Indications of Illness</i>)	\$15 Copayment	Deductible, coinsurance, subject to O-O-P maximum.	\$15 Copayment
Adult Physical Exams (<i>No Clinical Indications or History</i>)	\$15 Copayment	Deductible, coinsurance, subject to O-O-P maximum.	\$15 Copayment
Routine Mammography (<i>No Clinical Indications or History</i>)	No Copayment	Deductible, coinsurance, subject to O-O-P maximum.	No Copayment
Routine Gynecological (<i>No Clinical Indications or History</i>)	\$15 copayment, annual exam.	Annual exam, deductible, coinsurance, subject to O-O-P maximum.	\$15 Copayment paid in full, annual exam.
Routine Vision Care	No Copayment	No Copayment	\$10 Copayment, one visit per year.
<u>OUTPATIENT THERAPY SERVICES</u> Speech, OT, PT and Chiropractic (Catastrophic Cases Referred to Utilization Review for Possible Additional Visits)	\$15 Copayment, 90 Days per calendar year for PT, Speech, OT and Chiropractic; treatment plan required.***	Deductible, coinsurance; 90 days per calendar year; subject to treatment plan.***	\$15 Copayment PT, OT & Speech Therapy – up to 40 visits per calendar year. Chiropractic – up to 20 visits per calendar year.
<u>PRESCRIPTION DRUG</u> Copays:	Generic: \$5 Copay Brand Formulary: \$10 Copay Brand Non-Formulary: \$20 Copay <u>Mail Order</u> \$10/20/40	Generic: \$5 Copay Brand Formulary: \$10 Copay Brand Non-Formulary: \$20 Copay <u>Mail Order Not Covered</u>	Express Scripts Tier I - Generic: \$5 Copay Tier II - Brand - Formulary: \$10 Copay** Tier III - Brand - Non-formulary: \$20 Copay** <u>Mail Order</u> 2 x Retail
MATERNITY CARE (Prenatal and postnatal)	Paid in full, prenatal and post-partum (\$15 copay for 1 st visit to confirm pregnancy).	Deductible, coinsurance; subject to O-O-P maximum.	\$15 copay initial visit only; remaining prenatal and post-partum in full.

SUMMARY OF COVERED SERVICES	CIGNA - OPEN ACCESS PLUS		CONNECTICARE - HMO
	In-Network	Out-of-Network	In-Network Only
OUTPATIENT MENTAL HEALTH AND SUBSTANCE ABUSE	\$15 Copay	80% of R&C	\$15 Copay
DURABLE MEDICAL EQUIPMENT AND PROSTHESIS	Paid in full, subject to treatment plan.	Deductible, coinsurance; subject to O-O-P maximum.	\$100 deductible; then 80% to \$1,500.
HOME HEALTH CARE	Subject to treatment plan.***	Deductible, coinsurance; subject to treatment plan.***	Paid in full, subject to prior authorization up to 100 visits/calendar year.
HOSPICE CARE	Paid in full, subject to UR.***	Paid in full, deductible, coinsurance, out-of-pocket applicable; subject to UR.***	Paid in full with prior authorization.
SKILLED NURSING FACILITY	100% up to 120 days per calendar year; subject to UR.***	Deductible, coinsurance up to 120 days; subject to UR.***	100% up to 90 days per calendar year.
ELIGIBILITY	Same	Same	Same
LIFETIME MAXIMUM BENEFIT	Unlimited	Unlimited	Unlimited

ABBREVIATIONS: R&C: Reasonable & Customary UR: Utilization Review O-O-P: Out-of-Pocket PT: Physical Therapy OT: Outpatient Therapy

* Participant pays for prescription at time of service and files regular claim form; reimbursed for cost of prescription less appropriate copay.

** Member will pay copay plus the cost differential when a generic is available; if no generic is available, member pays only copay. See CIGNA's website @ www.mycigna.com or ConnectiCare's website @ www.connecticare.com for drug listings.

*** Number of visits/days limit is combined for in and out-of-network.

Note: This summary is only intended to provide highlights of the plan provisions for general review and is based on information furnished by the local Account Representatives for each plan.