

AGREEMENT BETWEEN

**THE SIMSBURY SECRETARIAL, CLERICAL & LIBRARY 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 Secretarial, Clerical and Library Town Employees’ Association, CSEA, Service Employees International Union Local 2001 (hereinafter referred to as “the Union”).

ARTICLE 1 Recognition

The Town of Simsbury recognizes the Simsbury Secretarial, Clerical, and Library Town Employees’ Association, CSEA, Service Employees International Union Local 2001 as the sole and exclusive bargaining agent for all full-time and part-time secretarial, clerical, and library employees as set forth in Decision No. 3083 and in Decision No. 3094, excluding department heads, supervisors, and all others excluded by the Municipal Employees 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 Whenever the application of any bargaining unit member is rejected, the First Selectman, or designee, shall give written notice to the applicant of the reason of such rejection. The applicant may grieve, but not arbitrate, such rejection, provided however, the applicant has the right to grieve and arbitrate the Town’s ultimate selection.

SECTION 2.3 Appointments to vacant bargaining unit positions shall be made on the basis of qualifications, skill and ability, work experience and work record. Internal bargaining unit applicants who are qualified for vacant positions shall be appointed over outside applicants. Where qualifications, skill and ability, work experience and work record are relatively equal among two or more internal bargaining unit applicants, seniority shall be the determining factor in appointment. Junior employees can not grieve the selection of a more senior employee.

SECTION 2.4 Probationary Period - For securing the most effective adjustment of a newly hired individual and for determining that an employee’s work meets required standards, all initial appointments are for a probationary period not to exceed six (6) months. In case of extended documented illness, the probationary period for a new employee may be extended to encompass six (6) months of actual work time.

Any bargaining unit member or member of another CSEA bargaining unit who has completed her or his regular probationary period in a position within the bargaining unit and who voluntarily transfers or is promoted to a different position either in the bargaining unit or in another CSEA bargaining unit shall serve a probationary period of two calendar months. 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. During this period, the vacated position may be filled at the Town's discretion, on a temporary basis.

SECTION 2.5 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 2.6 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 the supervisor. Notification of such dismissal shall be in writing. Dismissal during the probationary period shall not be subject to grievance and/or arbitration.

SECTION 2.7 Temporary Appointments - Temporary appointments may be made when there is a bona fide vacancy which the Town has decided to fill, or when an employee is on extended leave of absence due to illness, leave of absence or other reasons. An appointment to a bona fide vacancy shall be for a period of not more than two (2) months unless mutually agreed to otherwise.

Qualified bargaining unit employees shall have preference for such appointments, provided that if, in the sole discretion of the Town, the position of a qualified bargaining unit employee would need to be filled during the period of temporary appointment, such employee shall not be eligible for the temporary appointment.

Employees, who are temporarily appointed to a higher classification within the bargaining unit for a full work day, shall be paid as if promoted to the position.

SECTION 2.8 Emergency Appointments - The Town, to facilitate the carrying on of public business or avoid loss or serious inconvenience to the public, when an emergency arises which will not permit the appointment of eligible persons, may appoint any qualified person during such emergency for a period of not more than two (2) months unless mutually agreed to otherwise.

Qualified bargaining unit employees shall have preference for such appointments, provided that if, in the sole discretion of the Town, the position of a qualified bargaining unit employee would need to be filled during the period of temporary appointment, such employee shall not be eligible for the temporary appointment.

Employees, who are so appointed to a higher classification within the bargaining unit for a full work day, shall be paid as if promoted to the position.

SECTION 2.9 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. Position classifications are set forth in Appendix A to this Agreement.

SECTION 3.2 New or Changed Classifications - Whenever the Town creates a new job classification or changes an existing job, the Town shall notify the Union. Within seven (7) days following the receipt of the notice, the Union may request and negotiate concerning the appropriate pay rate for such new or changed classification. If the parties are unable to reach an agreement, the Union may submit the issue to arbitration.

SECTION 3.3 Reclassification - Positions, the duties of which have been changed materially so as to necessitate reclassification, 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.

SECTION 3.4 Re-evaluation - Whenever an employee believes that his/her job consistently requires the performance of duties of a specific higher classification for a 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-year (2) period regarding a specific position.

SECTION 3.5 Part-Time Employees

A. Part-time employees hired prior to the effective date of this Agreement and working less than seventeen and a half (17.5) hours on an annualized basis shall be reclassified to Grade T3 in lieu of paid vacation, holiday, or personal days. The parties have entered into a separate Memorandum of Understanding concerning the implementation of this change for current employees. Part-time employees hired after the effective date of this Agreement and working less than seventeen and a half (17.5) hours on an annualized basis shall be classified as Grade T3, Step 1. All such employees shall be entitled to excused unpaid time off to be calculated in accordance with the vacation and holiday

provisions for part-time employees working seventeen and a half (17.5) hours or more on an annualized basis as set forth in this Agreement.

B. The reclassification of these positions shall not be used for the justification of a re-evaluation request.

C. Part-time employees are not entitled to Step increases.

ARTICLE 4

Wages and Compensation

SECTION 4.1

A. Wage Rates and Steps

The wage rates for full time employees (for the purpose of this Article, those employees who are regularly scheduled to work at least seventeen and one-half hours per week) shall be set forth in Appendix B of this Agreement. The wage rates for part-time employees (for the purposes of this Article, those employees who are not regularly scheduled to work at least seventeen and one-half hours per week) shall be set forth in Appendix B of the Agreement. There shall be a ten step pay plan as set forth in Appendix B.

B. Wage Increases

1. Effective July 1, 2011 and retroactive thereto, the rates of pay for all bargaining unit employees shall be increased by two percent (2%).
2. Effective July 1, 2012 and retroactive thereto, the rates of pay for all bargaining unit employees shall be increased by two percent (2%).
3. Effective July 1, 2013, the rates of pay for all bargaining unit employees shall be increased by two percent (2%).
4. Effective July 1, 2014, the rates of pay for all bargaining unit employees shall be increased by two percent (2%).
5. Forty hour employees shall receive the same hourly rate as thirty-five hour employees.

C. Step Movement

Each full-time employee as defined above shall receive a step increase on their anniversary date of hire, or, if applicable, their anniversary date in a promotional position, and such payments as appropriate shall be retroactive to the effective date under the contract.

SECTION 4.2 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 of pay. When an employee is demoted to a lower grade, his/her salary shall be set at the step in the lower grade which is closest to, but does not exceed the former rate of pay.

SECTION 4.3 Rate of Pay on Promotion - When an employee is promoted, his/her rate of pay shall be in accordance with Appendix B on an appropriate step representing at least a five percent (5%) increase.

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 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 4.6 Payment - Employees shall be paid on a weekly basis, and the town will continue to provide direct deposit of pay checks.

SECTION 4.7 Authorized Leave - When absent because of authorized sick, vacation, or business leave, each employee is paid at the regular rate.

SECTION 4.8 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 4.9 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 4.10 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.

SECTION 5.2 Hours of Work - The normal work week for full-time employees shall consist of 35 hours per week in five (5) consecutive days, seven (7) hours per day, exclusive of an unpaid hour for lunch, except for the Administrative Secretary I in Culture, Parks, and Recreation whose hours shall consist of forty (40) hours exclusive of an unpaid hour for lunch. **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.** Work schedules shall be maintained as follows:

- A. Part-time Library employees:** The Town shall schedule part-time Library employees in accordance with the needs of the Town as determined by the department heads at their sole discretion. Part-time employees shall not be guaranteed either a fixed schedule or a fixed number of hours of work per day or week. When hired, part-time employees shall be given a range of five hours for as the regular number of hours per week. Work schedules for part-time employees shall be posted at least two weeks prior to the first day of the work week. Extra hours opportunities shall be offered on a voluntary basis and may be assigned to employees who have previously performed the same or similar work. Where two or more employees volunteer for the extra hours, the hours shall be assigned on a rotating seniority basis. If there are no volunteers, the Town may assign extra hours on a rotating seniority basis starting with the least senior part-time employee.
- B.** Thirty-five (35) hours per week-employees assigned to Town Hall shall normally work Monday through Friday, 8:30 a.m. to 4:30 p.m. Notwithstanding the preceding, the Town reserves the right to implement an extended hours program and shall negotiate with the Union over the impact of its decision.
- C.** Work schedules for full-time Library employees shall be continued in accordance with current practice.
- D.** The Administrative Secretary I in Culture, Parks, and Recreation shall be scheduled to work Monday through Friday, 8:00 a.m. to 5:00 p.m., with a one (1) hour unpaid for lunch.
- E.** The Administrative Secretary I in the WPCF shall be scheduled to work Monday through Friday, 7:30 to 3:00 p.m. with a one-half hour unpaid lunch.

SECTION 5.3 Call Back If an employee is given less than 24 hours notice that such employee must return to work at a time which is not contiguous with the employee's regular start or finish times, such employee shall be paid a minimum of four (4) hours pay or pay for the actual hours worked, whichever is greater.

SECTION 5.4 Payment for Hours Worked and Overtime - Employees shall be paid their regular straight time hourly rate for all hours worked in any work week up to forty (40) hours per

week. With the approval of the employee's immediate supervisor, hour for hour compensatory time off may be taken within the same work week for hours worked in excess of seven on any day. Employees shall be paid at a rate of time and one-half for all hours actually worked in the work week in excess of forty (40) hours.

Non-exempt full-time employees shall be paid at the rate of double time for hours worked on a Sunday or a holiday. To be eligible for double time, an employee must be requested or required by the Department Head to work the Sunday or holiday.

SECTION 5.5 Compensatory Time - In lieu of overtime compensation, compensatory time off will be offered to non-exempt employees at the rate of time and one-half subject to the following provisions:

- A. A maximum of ninety (90) hours of compensatory time (sixty (60) hours of work at the overtime rate) may be accumulated;
- B. Requests for compensatory time off will be granted by mutual agreement between the employee and his/her immediate supervisor;
- C. An employee who has accrued compensatory time off shall, upon termination of employment, be paid for unused compensatory time at the higher of either his/her regular final rate or the average regular rate received by the employee during the last three (3) years of employment.

SECTION 5.6 Reporting Pay

A. Any employee who reports to a meeting and who was not notified prior to the regular close of Town Hall business that such a meeting was canceled, shall be paid for all hours worked but not less than two hours pay or \$48, whichever is greater, even if such meeting is canceled.

B. An employee who was scheduled to work at a meeting and was notified prior to the close of Town Hall business on the day of the meeting, that the meeting was canceled shall not receive Reporting Pay.

C. An employee who reports to a meeting and the meeting is less than (2) hours shall receive Reporting Pay. The meeting shall include the time spent recording the meeting and transcription of the minutes thereof.

**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.

A. Notification of Illness - In order to be paid for sick leave, an employee must notify his department head as soon as possible but not later than within one (1) hour of the time the employee is due to report for duty.

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
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. Medical Reporting Requirements - The Town may require a doctor's certificate or other proof of illness after three (3) consecutive days of sick leave or in 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.

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.

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.

D. Medical Appointments - Medical appointments that cannot be scheduled outside the employee's regular work day may be scheduled during work time with prior approval of his/her supervisor as follows:

1. If the appointment is less than one-half (1/2) day, the time may be made up within the payroll period or may be charged to accrued leave.
2. If the medical appointment is longer than one-half (1/2) day, the time may be charged to accrued leave.
3. Medical appointments may be taken at the end of the workday in lieu of a lunch break.

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 sixty (60) working days. The Board of Selectmen may grant leaves of absence for periods longer than two (2) 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 (4) or more hours left in the work day.

SECTION 6.8 Personal Days - Full-time 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. Part-time employees working less than seventeen and a half (17.5) hours on an annualized basis shall be excused without pay for these holidays based on the calculations set forth in Section D below:

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

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

- B.** 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 shall be mutually agreed to.
- C.** 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 Head.
- D.** Part-Time Employees- Part-time employees working seventeen and a half (17.5) hours or more on an annualized basis shall receive holiday pay based upon one-fifth (1/5) of their straight time weekly pay for the holiday. It is the intent of parties that part-time employees receive the same weekly pay for weeks in which a holiday falls. If the holiday falls on an employee's regularly scheduled work day, the employee may work additional hours during that week in order to provide for no loss in weekly pay. If the holiday falls on an employee's regularly scheduled day off, the employee may take hours equivalent to the holiday pay on order to provide for the same weekly pay. However, Commission Secretaries are not entitled to holiday pay or time off from work pursuant to this Section.

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

SECTION 8.2 – Part-Time Employees- Vacation for eligible part-time employees (part-time employees working seventeen and a half (17.5) hours or more on an annualized basis) shall be prorated based upon the number of hours worked weekly compared to the regular work week. For the first year, the employee's monthly accrual shall be based upon the number of hours for which the employee was hired. After the first year, for employees who are not scheduled to work the same hours each week, the employee's monthly accrual shall be based upon the average weekly hours for the previous year. Part-time employees working less than seventeen and a half (17.5) hours on an annualized basis may be excused from work without pay based upon the above vacation time schedule and calculation.

SECTION 8.3 – Accrual of Vacation- Employees shall accrue vacation from the date of employment, but are not eligible to take vacation time during the first six (6) months.

SECTION 8.4 Credit Upon Termination- Employees shall be paid for all accrued vacation at time of termination at the employee's rate of pay at termination.

SECTION 8.5 –Carry Over of Vacation 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.

SECTION 8.6 – Payment of Salary in Lieu of Vacation - No salary is paid to an employee in lieu of vacation.

SECTION 8.7 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 (1) year shall have their service bridged for purposes of vacation accrual.

SECTION 8.8 - Advanced Vacation - No employee may take vacation time beyond the amount earned except in the most unusual of circumstances. Requests for advanced vacation will be approved by the First Selectman.

SECTION 8.9 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 (1) week before the day of last payroll distribution before the start of vacation to allow for the drawing of the check.

SECTION 8.10 - Use of Individual Vacation Days - Vacation may be taken in single or half-day increments if the employee wishes and it is approved by the department head, but no employee shall be forced to take vacation time in one (1) day increments. Employees are encouraged to take vacation in five (5) day blocks

SECTION 8.11 - Holiday Celebrated During Vacation - Observed holidays established by this contract are not considered in the computation of vacation credit as a part of the vacation time.

SECTION 8.12 - Sickness While on Vacation – If an employee becomes ill while on vacation, he/she may charge such illness to sick leave if a medical certificate confirms said illness.

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, and further 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 pay a percentage of their health insurance cost allocation according to the following schedule. The Town shall pay the remaining premium costs each year. The employee contribution percentages shall be the same whether the employee elects the PPO or HMO plan option:

- A. **Current Employees:** Employees are currently paying insurance premium cost shares of fourteen percent (14%) and sixteen percent (16%) depending upon date of hire. Cost shares shall be adjusted as follows:
 - 1. Effective July 1, 2013 employee contributions shall be increased to fourteen and a half percent (14.5%) and sixteen and a half percent (16.5%) respectively.

2. Effective July 1, 2014 employee contributions shall be increased to fifteen percent (15%) and seventeen percent (17%) respectively.

B. **New Employees:** Employees hired after the effective date of this Agreement shall pay an insurance premium cost share of twenty percent (20%) for the duration of this Agreement.

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

SECTION 9.4 Term Life Insurance: Term life insurance (employee only) in the amount of \$5,000 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 Insurance for Certain Part-Time Employees: Part-time employees who work more than 17.5 hours may join the group insurance plans except long-term disability, with the Town paying fifty (50%) of the premiums for the employees, not dependents, of those who choose to join. Dependents may be included in health insurance coverage with the employee paying one hundred percent (100%) of dependent's premium.

SECTION 9.7 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 had 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 of the group, 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. If the Retiree dies or otherwise becomes ineligible for coverage, the retiree's spouse and/or dependents shall be granted such continuation rights as COBRA or other state or federal law may provide.

SECTION 9.8 Retiree Dental Insurance: 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. If the Retiree dies or otherwise becomes ineligible for coverage, the Retiree's spouse and/or dependents shall be granted such continuation rights as COBRA or other state or federal law may provide.

SECTION 9.9 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 9.10 COBRA Benefits: 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 9.11 Other Post Employment Benefits (“OPEB”) Trust:

- A. Employees hired on or after July 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 July 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 9.12 Retirement Plans

- 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 Number (IN 15526) which was in effect on July 3, 1992 (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.B.4 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 9.13 Deferred Compensation - All employees are eligible to participate in the Deferred Compensation Plan in accordance with applicable federal and state laws.

SECTION 9.14 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 9.15 Employee Assistance Program – Employees may participate in the Child and Family Services 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 9.16 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 two (2) weeks notice 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 10.2 Layoff

A. Definition - A layoff is defined as the involuntary, non-disciplinary separation of an employee from Town service.

B. Order of Layoff – The Town will determine the position or positions within any department which will be subject of a layoff. If there is more than one bargaining unit 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

1. Full time employees:

Provided that he/she is qualified to perform the work, the least senior employee in the department in the position subject to layoff may displace in the following order:

- a. the least senior probationary employee in a lateral bargaining unit position;
- b. the least senior regular full-time employee occupying a lateral bargaining unit position;
- c. the least senior probationary employee in a lower classified bargaining unit position;
- d. the least senior regular full time employee in a lower classified bargaining unit position;
- e. the least senior part-time employee occupying a lateral bargaining unit position;
- f. the least senior part-time employee in a lower classified bargaining unit position;

g. the least senior seasonal, temporary, or contractual employee in a lateral bargaining unit position;

h. the least senior seasonal, temporary, or contractual employee in a lower classified bargaining unit position.

2. Part-time employees:

Provided that he/she is qualified to perform the work, the least senior part-time employee in the department in the position subject to layoff may displace in the following order:

a. the least senior part-time probationary employee in a lateral bargaining unit position;

b. the least senior part-time employee in a lateral bargaining unit position;

c. the least senior part-time probationary employee in a lower classified bargaining position;

d. the least senior regular part-time employee in a lower classified bargaining unit;

e. the least senior part-time seasonal, temporary, or contractual employee in a lateral bargaining unit position;

f. the least senior part-time seasonal, temporary, or contractual employee in a lower classified bargaining unit position.

Seniority for part-time employees shall be on pro-rata basis based upon number of hours worked.

E. Seniority – Subject to G below, layoff for two (2) years or less shall not constitute a break in service, provided that no additional seniority shall be accrued during layoff.

F. Notice of Layoff - The Town will make every effort to give at least thirty (30) days prior notice of layoff, except in cases of emergency. It is agreed that in any event the Town will give fourteen (14) days prior notice of layoff, or, in lieu thereof, two (2) 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 (2) 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 employee must keep the Town informed of address changes. Failure to respond to such notice within the earlier of three (3) working days of receipt of notice or fifteen (15) 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 (2) weeks after receipt of notice or eighteen (18) 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 or regular part-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 5.5 and 8.4 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 and perfect attendance 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 (1) 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 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.

SECTION 11.3 Union Representation - An employee shall be entitled to Union representation upon his/her request at investigations which the employee reasonably believes will result in discipline, at predisciplinary hearings referenced in Section 11.2, at meetings during which discipline is administered and at each step of the grievance procedure. The employee's exercise of this right shall not cause undue delay in any investigation, meeting or hearing.

SECTION 11.4 Complaint Against Employee - No record of complaint against any employee shall be kept in an employee's personnel file unless the affected employee receives a copy of such complaint. An employee shall be given a copy of any complaint which is the basis of any disciplinary action.

A complaint which does not form a basis for disciplinary action shall not be kept in an employee's personnel file.

SECTION 11.5 Employee Compelled to Offer Evidence Against Self - In the event a grievance concerning an employee's discipline or dismissal goes to arbitration, the Town will not call the grievant as a witness.

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.

4. Grievances that cannot be settled by the First Selectman may be submitted to the Personnel Subcommittee for a decision within five (5) working days of receipt or due date of the

decision rendered at Step 3. The Personnel Subcommittee shall hear the grievance within thirty (30) days of its receipt of the grievance and shall render its written decision within fifteen (15) days after such hearing.

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 arbitrator(s), provided however, that the arbitrator(s) 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), grievance(s) 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 The grievance procedure shall occur during working hours, except for the Personnel Subcommittee, and Union representatives representing employee(s) and/or the Union shall be compensated at their regular salary rate for their attendance during working hours. The time of the meeting with the Personnel Subcommittee shall be mutually agreed to.

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;
- 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.

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 15.2.

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.

SECTION 15.5 Union Business Leave – Members of the Union, as may be designated by the Union, shall be granted leave from duty with full pay for Union business, such as attending labor conventions and educational conferences, provided that the total leave for the bargaining unit for the purpose set forth in this section shall not exceed thirty-six (36) hours in any fiscal year. Such hours are not cumulative from year to year. Union leave may be taken in increments of one (1) hour. The Union shall endeavor to give as much advance notice as possible before such leave is taken.

SECTION 15.6 Employee Bulletin Board – The town will provide bulletin board space for Union notices in each work location.

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
Professional Development

SECTION 17.1 Tuition Reimbursement – Provided that the employee seeking reimbursement has been given prior written approval, employees will be reimbursed by the Town for any job related course or training program in accordance with the following conditions:

- A.** Request in writing to the department manager stating the name of the course and cost, including the cost of required study materials.
- B.** Prior approval by the department manager and First Selectman.
- C.** No more than two (2) 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.** The maximum reimbursement shall be the rate charged at the University of Connecticut.

The Town will reimburse the full cost for employee’s attendance at workshops, conferences, seminars, and other training which is required by the Town or is approved in advance by the employee’s department manager.

SECTION 17.2 Professional Dues – The Town will continue to pay dues to the same extent it is doing so now.

SECTION 17.3 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 of the Town of Simsbury shall remain in full force and effect unless superseded by a specific provision of this Agreement.

SECTION 19.2 Rights and Benefits - All prior rights and benefits not specifically mentioned in this Agreement shall remain in effect unless negotiated by the parties.

SECTION 19.3 Contract Negotiations – Two (2) 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 working hours.

ARTICLE 20
Joint Union/Management Committee

In order to foster a more cooperative working relationship and an environment in which issues related to terms and conditions of employment may be discussed and amicably resolved, a Joint Union/Management Committee shall be established.

The Committee shall be comprised of two (2) representatives from each of the bargaining units represented by CSEA, Service Employees International Union Local 2001 including the chapter presidents. Management may appoint no more than an equal number of representatives to the Committee including the First Selectman. The Committee shall have regular quarterly meetings.

ARTICLE 21
Health and Safety

SECTION 21.1 Safe Workplace - The Town will 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. Safety issues may be submitted to the joint Union/Management Safety Committee and may also be processed through the contractual grievance procedure but may not be submitted to arbitration.

SECTION 21.2 Labor/Management Committee - A Joint Union/Management Safety Committee shall be established to investigate, discuss and develop recommendations regarding specific safety and health matters including working conditions relative to video display terminals.

The Committee shall be comprised of two (2) representatives from each of the three bargaining units represented by CSEA, Local 2001. Management may appoint no more than an equal number of representatives to the Committee.

The Committee shall have regular quarterly meetings.

ARTICLE 22
Committee to Redesign and
Improve Town Services and Employment

The delivery of public services is in the midst of change. This change is driven by many factors including citizens’ demands for increased and improved public services while at the same time maintaining or lowering taxes. In recognition of this change, the Town of Simsbury and CSEA, Local 2001 agree to form a new relationship.

The intent of this relationship is to meet the challenge of the current environment by working together to create a new work place.

The parties will collaborate in proactively shaping a cost-effective delivery of public service. The parties agree that such a collaboration will preserve and enrich jobs.

The first step in this process will be the establishment of a committee composed of equal number of Union and management representatives. The committee will meet over the next six months for the purposes of developing recommendations. The committee will operate by consensus and may assign its work to subcommittees.

The Committee may employ the use of a mutually agreed upon consultant to help the committee in its work.

ARTICLE 23

Miscellaneous

SECTION 23.1 Orientation and Training - The Union will provide each new employee with a copy of the collective bargaining agreement then in force. During the first three days of employment the Town shall, upon request of the new employee or the union, authorize a meeting of up to one hour between the new employee and an officer designated by the union for the purpose of reviewing contractual benefits. The meeting shall afford new employees the opportunity to meet with the union prior to deciding upon any contractual benefit options. Employees participating in such a meeting shall be paid.

ARTICLE 24
Duration

SECTION 24.1 Except where an effective date is otherwise specified, this Agreement shall become effective upon the implementation date set forth in the Statute.

SECTION 24.2 This Agreement shall remain in full force and effect June 30, 2015, except with respect to the following:

- A. Article 9, Section 9.11, 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 9.12.B., Pension Plans, will remain in full force and effect until June 30, 2019.

Town of Simsbury

Simsbury Secretarial, Clerical and Library
Town Employee’s Association, CSEA,
Service Employees International Union Local
2001

Mary A. Glassman
First Selectman

Anita Schwager
President

Eric J. Blanchet
Union Representative

Date: _____

Date: _____

APPENDIX A

SECRETARIAL, CLERICAL AND LIBRARY TOWN EMPLOYEES POSITION SCHEDULE	
Grade	Job Title
T1	Friendly Visitor Assistant
T2	Cashier Clerk Circulation Assistant (Part-time)
T3	Circulation Assistant Clerk Library Clerk (Part-Time) Library Clerk
T4	Assessor's Clerk Building Department Clerk Police Clerk Receptionist/Telephone Console Attendant Senior Center Assistant Tax Clerk
T5	Accounts Payable Clerk Assistant Town Clerk I Library Technical Assistant - Support Services
T6	Accounts Clerk/Secretary Administrative Secretary I – Building Administrative Secretary I – Culture, Parks & Recreation Human Services Aide – Social Services Administrative Secretary I – Library Administrative Secretary I – Public Works Administrative Secretary I – WPCF Commission Clerk Library Technician Head of Circulation Police Records Clerk Finance Specialist
T7	Administrative Secretary II – Engineering (Part-time) Assessor's Aide Assistant Town Clerk II
T8	Administrative Secretary II – Building Administrative Secretary II – Planning Administrative Secretary II – Police Administrative Secretary II – Public Works

APPENDIX B

CSEA: SECRETARIAL, CLERICAL & LIBRARY WAGE SCHEDULE

Effective July 1, 2011

2.0% G.W.I

GRADE		STEPS									
		<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>
1	HOURLY	17.07	17.43	17.78	18.14	18.50	18.86	19.25	19.62	20.00	20.41
2	HOURLY	17.80	18.17	18.52	18.91	19.29	19.68	20.07	20.47	20.89	21.32
3	HOURLY	18.62	19.00	19.38	19.77	20.17	20.57	20.98	21.40	21.83	22.27
4	HOURLY	19.47	19.86	20.25	20.67	21.06	21.49	21.92	22.36	22.82	23.26
5	HOURLY	20.33	20.75	21.14	21.57	22.01	22.44	22.90	23.35	23.82	24.29
6	HOURLY	21.27	21.70	22.13	22.56	23.01	23.47	23.94	24.44	24.92	25.41
7	HOURLY	22.25	22.66	23.12	23.59	24.06	24.55	25.04	25.53	26.05	26.56
8	HOURLY	23.21	23.67	24.14	24.62	25.13	25.62	26.13	26.66	27.20	27.73
9	HOURLY	24.25	24.72	25.22	25.73	26.23	26.78	27.30	27.85	28.41	28.98
10	HOURLY	25.36	25.87	26.38	26.91	27.46	27.99	28.55	29.13	29.72	30.30

Effective July 1, 2012

2.0% G.W.I

GRADE		STEPS									
		<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>
1	HOURLY	17.42	17.78	18.13	18.50	18.87	19.24	19.63	20.02	20.40	20.82
2	HOURLY	18.15	18.53	18.89	19.29	19.67	20.07	20.48	20.88	21.31	21.74
3	HOURLY	18.99	19.38	19.77	20.16	20.57	20.98	21.40	21.83	22.26	22.71
4	HOURLY	19.86	20.26	20.65	21.08	21.48	21.92	22.36	22.81	23.27	23.72
5	HOURLY	20.74	21.16	21.57	22.00	22.45	22.89	23.36	23.81	24.29	24.77
6	HOURLY	21.69	22.13	22.58	23.01	23.47	23.94	24.42	24.93	25.42	25.92
7	HOURLY	22.69	23.12	23.59	24.06	24.54	25.04	25.54	26.04	26.57	27.09
8	HOURLY	23.67	24.15	24.63	25.12	25.64	26.13	26.66	27.20	27.75	28.29
9	HOURLY	24.73	25.22	25.73	26.25	26.76	27.31	27.84	28.40	28.98	29.56
10	HOURLY	25.86	26.38	26.90	27.45	28.01	28.55	29.12	29.71	30.32	30.91

Effective July 1, 2013
2.0% G.W.I

GRADE		STEPS									
		<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>
1	HOURLY	17.76	18.14	18.50	18.87	19.25	19.62	20.02	20.42	20.81	21.23
2	HOURLY	18.52	18.90	19.27	19.67	20.07	20.47	20.88	21.30	21.73	22.18
3	HOURLY	19.37	19.77	20.16	20.57	20.98	21.40	21.83	22.26	22.71	23.17
4	HOURLY	20.26	20.66	21.06	21.50	21.91	22.36	22.81	23.26	23.74	24.20
5	HOURLY	21.15	21.58	22.00	22.44	22.90	23.35	23.82	24.29	24.78	25.27
6	HOURLY	22.13	22.57	23.03	23.47	23.94	24.42	24.91	25.43	25.93	26.43
7	HOURLY	23.14	23.58	24.06	24.55	25.03	25.54	26.05	26.56	27.10	27.63
8	HOURLY	24.14	24.63	25.12	25.62	26.15	26.66	27.19	27.74	28.30	28.85
9	HOURLY	25.22	25.72	26.24	26.77	27.29	27.86	28.40	28.97	29.55	30.15
10	HOURLY	26.38	26.91	27.44	27.99	28.57	29.12	29.70	30.31	30.92	31.53

Effective July 1, 2014
2.0% G.W.I

GRADE		STEPS									
		<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>
1	HOURLY	18.12	18.50	18.87	19.25	19.64	20.01	20.43	20.83	21.23	21.66
2	HOURLY	18.89	19.28	19.66	20.07	20.47	20.88	21.30	21.72	22.17	22.62
3	HOURLY	19.75	20.17	20.57	20.98	21.40	21.83	22.27	22.71	23.16	23.63
4	HOURLY	20.66	21.07	21.49	21.93	22.35	22.81	23.26	23.73	24.21	24.68
5	HOURLY	21.57	22.02	22.44	22.89	23.36	23.81	24.30	24.78	25.27	25.77
6	HOURLY	22.57	23.02	23.49	23.94	24.42	24.91	25.40	25.94	26.44	26.96
7	HOURLY	23.61	24.05	24.54	25.04	25.53	26.05	26.57	27.09	27.65	28.19
8	HOURLY	24.63	25.12	25.62	26.13	26.67	27.19	27.73	28.29	28.87	29.43
9	HOURLY	25.73	26.24	26.77	27.31	27.84	28.41	28.97	29.55	30.15	30.75
10	HOURLY	26.91	27.45	27.99	28.55	29.14	29.70	30.30	30.91	31.54	32.16

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>			
Individual	None	80/20%	None
Family	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

	CIGNA - OPEN ACCESS PLUS		CONNECTICARE - HMO
SUMMARY OF COVERED SERVICES	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
PHYSICIAN'S SERVICES			
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.
OUTPATIENT THERAPY SERVICES			
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.
PRESCRIPTION DRUG			
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.