



**EMPLOYMENT AGREEMENT**

**BETWEEN**

**THE TOWN OF SIMSBURY,  
CONNECTICUT**

**AND**

**UE LOCAL 222,  
CILU/CIPU, CILU LOCAL #41**

**JULY 1, 2011 - JUNE 30, 2016**

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## **PREAMBLE**

This Agreement is made by and between the Town of Simsbury, Connecticut, hereinafter referred to as the Town, and UE Local 222, CILU/CIPU, CILU Local #41, hereinafter referred to as the Union, and is effective as of July 1, 2011 except as otherwise indicated.

## **ARTICLE 1. RECOGNITION**

The Town hereby recognizes the Union as the exclusive collective bargaining agent for the unit consisting of all civilian dispatchers of the Simsbury Police Department, excluding supervisors and all other employees excluded by the Municipal Employees Relations Act, C.G.S. Section 7-467a, et seq.

## **ARTICLE 2. UNION SECURITY**

***Section 1.*** As a condition of employment, each employee who is a member of the Union on the effective date of this Agreement shall remain a member in good standing for the duration of this Agreement or shall be assessed a "Union Service Fee." Each employee who is not a member of the Union on the effective date of this Agreement shall be required to become a member in good standing, or shall be assessed a "Union Service Fee." Each new employee, as a condition of employment shall become a member of the Union in good standing after thirty (30) days of employment or shall be assessed a "Union Service Fee." Said "Union Service Fee" shall not exceed the "Union Dues Assessment" currently in effect.

***Section 2.*** The Town agrees to deduct from the wages of all employees covered herein who voluntarily and individually authorize such deductions in writing from their wages, such dues and initiation fees as may be fixed by the Union and allowed by statute. The Town will remit to the Union amounts collected once each month, on or before the last day of the month in which such deductions are made, together with a list of employees from whose wages these sums have been deducted. Such dues deductions shall continue for the duration of this Agreement and any extension thereof. The Union agrees to indemnify and hold the Town harmless for any claims, loss or damages arising out of the operation of this article. It is also agreed that neither an employee nor the Union shall have any claim against the Town for any deductions made as the case may be.

**ARTICLE 3.  
UNION BUSINESS LEAVE**

**Section 1.** One (1) member of the Union Negotiation Committee shall be granted leave from duty with full pay for all meetings between the Town and the Union for the purpose of negotiating the terms of the contract when such meetings take place at a time during which such members are scheduled to be on duty.

**Section 2.** One (1) member of the Union Grievance Committee plus the Grievant shall be granted leave from duty with full pay for all meetings between the Town and the Union through arbitration for the purpose of processing grievances, when such meetings take place at a time during which such members are scheduled to be on duty. However, when such leave from duty for conducting the informal step, Step 1, Step 2, and Step 3 will create a staffing shortage among the sworn uniformed personnel called upon to perform dispatching duties, such leave may not be granted. In such an event, the time frames for processing grievances shall be held in abeyance and another meeting shall be scheduled. Requests for leave to attend Step 4 of the grievance procedure (arbitration) shall not be denied.

**Section 3.** One (1) member 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 an aggregate of three (3) working days in any fiscal year. Such leave shall be contingent upon a written request by the employee and approved by the Chief of Police upon reasonable notice in advance of the requested leave date and subject to the operating requirements of the Department.

**ARTICLE 4.  
PROBATIONARY PERIOD**

**Section 1.** All new employees shall serve a probationary period which will continue for one (1) year after successful completion of CTO Training.

**Section 2.** All new employees shall have no seniority rights during said period, but shall be subject to all other provisions of this contract, except that neither the Union nor the probationary employee shall have access to the grievance procedure or to arbitration when the sole issue concerns the discharge or discipline of the probationary employee. It is agreed that this clause shall not be deemed to deny such employee the right to a meeting with the Chairman of the Police Commission and the Chief of Police regarding discipline or discharge.

**Section 3.** All employees after completion of probationary period shall acquire length of service records as of the date they began the probationary period.

**ARTICLE 5.  
GRIEVANCE PROCEDURE - NO STRIKE**

**Section 1. Purpose**

The purpose of the grievance procedure shall be to resolve employee grievances on as low an administrative level as is possible so as to insure employee morale without impairing police department efficiency. No grievance settlement shall contravene the provisions of this Agreement.

**Section 2. Definitions**

- A. A "grievance" is defined as any of the following:
  - 1). dispute or disagreement arising out of discharge or suspension; or
  - 2). a claim that there has been a misinterpretation or misapplication of a specific provision of this Agreement.
- B. "Days" are defined as calendar days.

**Section 3. Procedure**

- A. Any employee may use this grievance procedure with or without Union assistance.
- B. Both parties recognize the importance of prompt and expeditious processing of grievances. Therefore, each of the time limits provided herein shall be considered as a maximum, provided that any such time limit may be extended by mutual agreement. Failure to appeal a grievance within the designated time shall be considered acceptance of the last decision rendered. Failure to respond to appeal a grievance within the designated time shall be deemed a denial of the grievance and the grievant may immediately proceed to the next step of the procedure. Any grievance not filed in writing within ten (10) calendar days of the event or condition giving rise thereto shall be deemed waived.
- C. The following remedies, except for grievances involving any dispute or disagreement arising or out of any discharge or suspension, shall be exhausted in order;

**INFORMAL STEP:**

Any employee may submit a grievance to the Patrol Shift Supervisor as soon as possible but not later than twenty-four (24) hours following the event or condition giving rise to the grievance. The Patrol Shift Supervisor shall attempt informally to resolve the grievance. If the grievance is not resolved informally to the satisfaction of the employee within three (3) days, the employee shall submit the grievance in writing pursuant to the time limits specified in Step 1.

## **STEP 1**

Any employee with a grievance shall submit said grievance in writing to the Communications Division Commander as soon as practicable and in no event later than ten (10) days from the event or occurrence giving rise to the grievance. The Communications Division Commander shall use his/her best efforts to resolve the dispute. The Communications Division Commander decisions shall be submitted in writing to the aggrieved employee within five (5) days of receipt of the grievance.

## **STEP 2**

If the employee or the Union is not satisfied with the decision rendered by the Communications Division Commander, the employee and/or his representative shall submit the grievance in writing to the Chief of Police within seven (7) days after the date of the Commander's decision. The decision of the Chief shall be submitted in writing to the aggrieved employee and the Union within five (5) days after receipt of grievance.

## **STEP 3**

If the employee or the Union is not satisfied with the decision rendered by the Chief, the employee or the Union shall submit the grievance in writing within ten (10) days after the date of such decision, to the Police Commission who shall render a decision within thirty (30) days after receipt of the grievance.

## **STEP 4**

If the Union is not satisfied with the decision rendered, it shall, within fourteen (14) days after the receipt of the decision of the Board of Police Commission submit the grievance to the State Board of Mediation and Arbitration in accordance with its rules and procedures. Only the Union shall have the right to appeal a grievance to arbitration hereunder. The decision rendered by the Arbitrator(s) shall be final and binding on both parties. The Arbitrator shall be bound by the provisions of this Agreement and shall have no power to add to, subtract from, or modify in any way the terms of this Agreement.

### **Section 4. Mediation**

The mediation services of the State Board of Mediation and Arbitration may be used at any time provided either party so desires.

**Section 5. Recording of Minutes or Testimony**

Either party shall have the right to employ a public stenographer at its own cost at any step in this procedure.

**Section 6. Meetings**

If either of the parties related to the grievance process desires to meet for the purpose of oral discussion, a meeting shall be requested and scheduled in Steps One, Two, Three and Four. The Town and the Union agree that any meeting held pursuant to this provision is part of the collective bargaining process. The Town and The Union further agree that if a meeting is being held at Step Three regarding discipline in the form of a suspension or termination, the employee who is the recipient of the discipline has the right to have the meeting held in public or a closed meeting.

**Section 7. Union as Grievant**

The Union shall be entitled to submit grievances in the name of the Union in the same manner as is provided herein for employees, except that such grievances shall begin at Step 2.

In order to avoid the necessity of processing at one time numerous grievances originating with the same event, the Union shall file a similar grievance at Step 2. When this occurs, all other grievances, if any, arising out of the same event will be held in abeyance, and the Union grievance shall be processed as a precedent.

When such grievance is resolved, the parties shall promptly review the other grievances, if any, that were held in abeyance in an effort to resolve them. This mutual review procedure shall not require more than seven (7) days, subject, however, to mutual extension of period for review if circumstances so require.

If any such grievance cannot be settled on the basis of a precedent grievance, it shall be processed in accordance with the Grievance Procedure and in accordance with the time limits established in this Agreement.

**Section 8. Representation**

Either party shall have the right to be represented by an attorney at any step in the grievance procedure after the Informal Step.

**Section 9. No Strike**

The Union agrees that it will not call or support any strike, sympathy strike, picketing, slowdown, sick-in, or any other concerted refusal to render services to the Town.

**ARTICLE 6.  
LEAVE**

**Section 1. Sick Leave**

Sick Leave shall be granted as follows:

- A. As used herein, the term "sick leave" means an absence from work because of illness, incapacity or injury to an employee not arising out of or during the performance of duty, and for which the employee is compensated at his regular rate of pay. The Town reserves the right to check the home of any employee who claims sick leave, to request a medical certificate for any sick leave of over three (3) days, and to require the employee to visit a licensed physician chosen and paid by the Town for the purpose of having the employee examined in order to verify the employee's fitness for duty. In the event of frequent or habitual absence from duty, or when in the judgment of the Chief reasonably exercised it appears that an individual is abusing sick leave, the Town may require a medical certificate for further sick leave, provided the employee has been warned at least once in writing in advance of the request. This certificate shall be an original and shall state the diagnosis, prognosis, and estimated return date.

In addition to the foregoing, an employee may use up five (5) sick days annually in the event of an illness of a member of the employee's immediate family, defined as parent, child, spouse or civil union partner.

- B. Effective July 1 of each year, full-time employees shall be eligible to accrue sick leave at a 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 forty (140) days. In order to accrue sick leave during any month, the employee must be on the active payroll for at least half the month or be on an authorized paid leave of absence. Part-time employees shall not be eligible for paid sick leave.
- C. Each member of the bargaining unit shall be entitled to one (1) personal day for each three (3) month period of consecutive regularly scheduled days worked without taking sick leave. A maximum of one (1) personal day may be carried over into the next fiscal year for cases where the employee may not have

sufficient time in the current fiscal year to use said personal day. This request must be made in writing to the Chief of Police for approval by the First Selectman or his/her designee.

**Section 2. Death in the Family**

Full-time employees shall be allowed up to three (3) days off with pay to attend funeral or other memorial services with approval of the Shift Supervisor for death in the immediate family (defined as mother, father, mother-in-law, father-in-law, sister, sister-in-law, brother, brother-in-law, husband, wife, civil union partner, son, daughter, step-son/daughter, grandmother, or grandfather). One (1) day off with pay will be allowed for attendance at the funeral or other memorial service of other relatives with approval of the Shift Supervisor. Employees taking funeral leave will complete the Department's standard certification form. Nothing herein shall be deemed to prevent an employee from requesting an additional two (2) days of time off with pay (if the employee applies his/her vacation leave) in cases of extreme hardship or travel or without pay for attendance at a funeral not provided for herein, and such requests shall not be unreasonably denied.

**Section 3 Family and Medical Leave**

- A. Employees may be eligible for unpaid FMLA leave in accordance with federal law. Entitlement to such leave shall be computed utilizing a rolling twelve-month (12) period measured backward from the date leave is used.
- B. If an employee's spouse is also employed by the Town, the combined total number of weeks of leave to which both may be entitled under this Section for the birth or adoption of a child or to care for a parent with a serious health condition shall not exceed twelve (12) weeks.
- C. Procedure for Requesting Family or Medical Leave
  - 1) If the need for the leave is foreseeable, requests for a medical leave of absence due to an employee's serious health condition or a family leave of absence due to the serious health condition of a child, spouse or parent shall be made at least thirty (30) days from the date leave is to be used, and the employee shall provide the Town, on a form provided by the Town, with written certification from the physician or other health care provider of such employee, child, spouse, civil union partner or parent stating the following:
    - a. the nature of such illness and its estimated duration;
    - b. in the case of a family leave, that the employee is needed to care for the family member;

- c. in the case of a medical leave, that the employee is unable to perform the essential functions of his/her position; and
  - d. in the case of leave taken intermittently or on a reduced schedule, the medical necessity for such leave, the dates on which treatments are anticipated and the expected duration of the treatment and the intermittent leave schedule.
- 2) If the need for leave is the result of an emergency, the request for leave and written certification described in Section (a) shall be provided by the employee after the leave begins.
  - 3) Upon the request of the Town, an eligible employee requesting a medical leave of absence because of his or her own medical condition shall submit to an examination by a medical doctor selected and paid for by the Town.

#### D. Reinstatement at Expiration of Leave

- 1) Whenever possible, any eligible employee who takes a medical leave of absence pursuant to this Section shall provide the Town with a least two weeks advance notification of the date he or she intends to return to work.
- 2) Upon the expiration of any leave taken pursuant to this Section, the employee shall be entitled to return to his/her original position from which the leave of absence was provided or, if not available, to an equivalent position with equivalent pay, benefits and terms and conditions of employment except that in the case of a medical leave, if the employee is medically unable to perform the employee's original job upon the expiration of such leave, the employer shall transfer such employee to work suitable to his/her physical condition where such work is available. The employee shall also be entitled to all accumulated seniority, retirement, fringe benefit and other service credits the employee had at the commencement of such leave. Employees shall continue to accrue seniority, retirement, other service credits during the period of the leave of absence.

#### E. Coordination With Other Leave Provisions

Any other leaves provided for in this Agreement which are also covered by the Federal Family and Medical Leave Act, as amended from time to time, shall be included in the entitlement provided by this section and shall not be in addition to such entitlement. An eligible employee shall exhaust all applicable accrued paid leave prior to taking unpaid leave to care for a dependent relative. An eligible employee shall exhaust all available sick leave prior to taking unpaid leave for the serious health condition of the employee. Notwithstanding the foregoing, an employee who requests and receives a leave of absence as

described above may elect to reserve five (5) days of vacation and five (5) days of sick leave so they may be used after the conclusion of the leave.

**Section 4. Workers' Compensation Leave**

Workers' Compensation Leave, as distinguished from sick leave, means paid leave given to an employee because the accident or injury occurred while the employee was engaged in the performance of his/her duties. The Town may 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 absent on injury leave. The employee must sign an agreement to reimburse the Town the amount of the Workers' Compensation pay if he/she wishes to be paid by the Town prior to submission of the Workers' Compensation pay voucher.

**ARTICLE 7.  
VACATION**

**Section 1.** All vacation time shall be taken in the vacation year (July 1 through June 30) with no overlapping or accruals from year to year without written approval by the Chief of Police, based upon the following schedule:

Full- Time Employee  
COMPLETED SERVICE  
(As of July 1st)  
VACATION ENTITLEMENT

Less than 1 year	Prorated
1 - 5 years	10 days
5-10 years	15 days
10-14 years	20 days
15 years or more	One (1) additional day per year, with a maximum of twenty-five (25) days per year

Part-time employees are not eligible for paid vacations.

## **Section 2. Credit Upon Termination**

For full-time employees, vacation pay or vacation time accrued shall be provided upon separation. An employee shall be paid for vacation time earned the previous vacation year and not used up in the present vacation year upon separation from employment.

Earned vacation pay will be prorated to the date of termination of employment at the following rate:

One twelfth (1/12th) of full vacation pay for each full month of completed service commencing July 1 and ending the next June 30.

"Full vacation pay" shall mean the amount of vacation pay the employee would receive if he/she had remained on the payroll in his employment status (at the time of termination) throughout the next succeeding June 30.

In the event of death of an employee, the employee's accrued vacation shall be paid to the beneficiary designated in the life insurance policy, or in the absence of one, the estate.

## **Section 3. Payment of Salary in Lieu of Vacation**

No additional salary will be paid to an employee in lieu of vacation, since the purpose of a vacation is rest and relaxation.

## **Section 4. Break in Service**

Vacation time shall be determined by the length of continuous service. For purposes of computing vacation time, employees who leave the Town service and are later restored shall be considered as new employees.

## **Section 5. Advanced Vacation**

No employee may take vacation time beyond the amount earned except in the most unusual of circumstances. Requests for advanced vacation must be submitted by the employee to the Chief of Police in writing.

## **Section 6. Sickness While on Vacation**

An employee who becomes ill while on vacation may not deduct illness from vacation time unless a medical certificate confirms the illness.

**Section 7. Advanced Vacation Pay**

Employees wishing vacation pay in advance must notify the Chief of Police one week before the day of last payroll distribution before the start of vacation to allow for the drawing of the check.

**Section 8.**

Employees' choice of vacation schedule shall be granted whenever practicable. Seniority among bargaining unit members shall prevail in the selection of vacation up to a two (2) week period. The Chief of Police shall have the right to limit the number of employees who may be off simultaneously because of the operating requirements of the department. No more than two (2) employees in this unit may be scheduled off for full week vacation at the same time. Such rights shall not be unnecessarily restrictive, however.

**Section 9.**

Employees shall provide a minimum of forty-eight (48) hours notice in advance of their scheduled shift to take vacation time. Shift vacancies created by requests made with less than forty-eight (48) hours notice will not be filled by order-ins.

Employees who make a written request for vacation leave in advance shall not be bumped from such vacation within thirty (30) days of the vacation leave date requested as the result of changing squads or as the result of having less seniority among members of the bargaining unit. Employees who request at least five (5) but no more than ten (10) priority vacation leave days at least 120 days in advance shall not be bumped after such request is approved as the result of changing squads or having less seniority among members of the bargaining unit. However, only one such priority vacation leave request shall be designated as priority vacation leave by the employee on the written request. No employee shall be refused or have altered any vacation as a result of the military obligation of any other employee.

**Section 10.**

Any employee who is laid off as the result of a reduction in force, and who is subsequently recalled, shall receive credit for seniority prior to layoff for the purpose of earned vacation under this Article.

**ARTICLE 8.  
HOLIDAYS**

**Section 1. Paid Holidays**

The following holidays shall be observed by all permanent, full-time employees, and shall be granted with pay:

New Year's Day  
Martin Luther King Day (Observed)  
Good Friday  
Memorial Day (Observed)  
Independence Day  
Labor Day  
Thanksgiving Day  
Friday following Thanksgiving Day  
Christmas Eve  
Christmas Day

**Section 2.**

- A. When a holiday falls on an employee's regularly scheduled day off, the employee shall be granted an additional day off as compensatory time. Such day off shall be taken at a time agreeable to the Chief of Police, and shall not be denied without sufficient reason.
- B. When a holiday falls on a day the employee is regularly scheduled to work, the employee shall receive the rate of compensation described in Article 8, Section 3 or 5, respectively and may take another day off. Such day off shall be taken at a time agreeable to the Chief of Police, and shall not be denied without sufficient reason.
- C. Any employee who is scheduled to work a shift on a holiday, but who does not work such scheduled shift for whatever reason, shall forfeit holiday pay and compensatory time for such day.

**Section 3.** Except as provided below, full-time and part-time employees, who are required to work on a designated holiday shall be paid at a rate of time and one-half.

**Section 4.** Whenever any said holiday falls within paid vacation time said holiday shall not be charged against earned vacation. The employee shall be given another vacation day off to compensate for said holiday at a time mutually agreeable to the employee and the Town.

**Section 5.** If the Town is unable to staff a designated holiday with a part-time employee and finds it necessary to utilize a full-time employee, the full-time employee shall be compensated at double his/her regular hourly rate on the following designated holidays:

New Year's Day  
Memorial Day (Observed)  
Labor Day  
Thanksgiving Day  
Christmas Eve  
Christmas Day

## **ARTICLE 9. UNIFORMS**

**Section 1.** Each full-time dispatcher shall receive a complete uniform from the Town consisting of three (3) pants, three (3) long sleeve shirts, (1) Wooly Pully uniform sweater, three (3) short sleeve shirts, a uniform jacket, a belt, patches and nameplate. Each part-time dispatcher shall receive two (2) pants, two (2) long sleeve shirts, one (1) Wooly Pully uniform sweater, two (2) short sleeve shirts, a uniform jacket, a belt, patches and a nameplate.

**Section 2.** The Town will provide replacement of uniform items as required.

**Section 3.** If an employee leaves the Town's service for any reason, all uniforms shall be returned to the Town.

**Section 4.** Female employees shall receive uniform clothing designed for women.

## **ARTICLE 10. SENIORITY**

**Section 1.** Seniority is defined as continuous service from the first day of employment. Whenever more than one (1) person begins employment in the department on the same day, the seniority of each individual as it relates to others employed the same day shall be determined by the order of appointment.

**Section 2.** Seniority shall not be broken by vacations, sick time, suspension, any authorized leave of absence, any call to military service for the duration of one enlistment or layoff of up to two (2) years.

**Section 3.** The purpose of seniority is to provide a declared policy of the right of preference as to vacation, layoff and recall.

**Section 4.** An employee's seniority shall be considered broken if he voluntarily quits, is discharged, is absent from scheduled work for five (5) consecutive days without notifying the department, or fails to return to work within fifteen (15) calendar days after notice by certified letter of recall from layoff to an equivalent position.

**Section 5.** The Town shall maintain a separate list for part-time employees for the purpose of scheduling, layoff and recall, and possible full-time employment.

**Section 6.** If the Town decides to create and/or fill a vacant full-time dispatcher position, it shall first offer such position to part time dispatchers who are certified. Award of the full time position shall be made of the basis of skill and ability. When such factors are equal, seniority shall be the determining factor. If there are no certified part-time dispatchers, the Town may also seek outside applicants. Refusal of a full-time position shall affect neither the seniority nor the employment status of a part-time dispatcher.

**Section 7.** When the Town deems it necessary to reduce the working forces of the bargaining unit due to lack of work, the order shall be as follows: part time employees before full-time employees.

## **ARTICLE 11. HOURS OF WORK**

**Section 1.** The regular workday shall be eight (8) consecutive hours, which shall include one (1) paid hour for meals. Employees shall not be eligible for compensatory time or other additional pay in the event that they are unable to take their meal break due to work requirements.

**Section 2.** The regular work schedule for members of the bargaining unit shall be maintained on the basis of five (5) consecutive days worked with two (2) days off, followed by five (5) consecutive days worked with three (3) days off, provided that each employee shall be required to work no less than twenty (20) days in any thirty (30) day bid period and no less than sixty (60) days in any ninety (90) day bid period.

Shift assignments for dispatchers shall be determined by bidding every three (3) months according to seniority. The bidding process shall apply to the position of Jump Dispatcher.

Civilian dispatcher(s) shall be employed as a "Jump-Shift Dispatcher(s)." Said dispatcher(s) shall be used solely for the purpose of coverage on the shifts in which the other full-time civilian dispatchers are scheduled for their regular days off (excluding holidays and vacation days).

If the "Jump-Shift Dispatcher," is terminated or if he or she voluntarily departs employment as such, it will in no way be cause to use anyone of the other full-time dispatchers as a "Jump-Shift Dispatcher." The other full-time civilian dispatchers will continue to work on a bid shift basis. A jump-shift dispatcher replacement shall be sought for employment.

**Section 3.** Hours worked in excess of eight (8) hours per day shall be paid at the rate of time and one-half. Part-time employees shall receive overtime pay when they work in excess of eight (8) hours per day but shall not be eligible to receive compensatory time in lieu of overtime pay.

**Section 4.** When an employee is required to return to duty to perform overtime duties and when the overtime hours so worked are not contiguous with said employee's regular duty hours, he/she shall be paid not less than four (4) hours pay at a rate of time and one-half.

**Section 5.** Mandatory training, in excess of the scheduled workday, will be paid at the rate of time and one-half.

**Section 6.** All overtime work shall be first offered to regular full-time employees of the bargaining unit and they shall be given first preference for all such overtime work. If an employee is offered overtime work and refuses to work, the refusal will be counted toward the employee's total overtime hours accrued. If an employee signs up for overtime work and is assigned such overtime work, he/she shall be required to work the assignment. The Town shall have the right to order in employees to work overtime on a rotating basis, with all members of the bargaining unit included.

**Section 7.** When the Chief of Police or his agent determines that there is not sufficient manpower to cover a shift or police activity, the Chief or his agent shall call in such manpower as he/she deems necessary. To the extent possible, call-in will be in reverse order of seniority.

**Section 8.** Any member of the bargaining unit may switch assigned work days with the approval of the shift supervisor, or may trade shifts with another

member of the unit, regularly scheduled for dispatching assignment, provided that in either case the shift or trade does not incur additional costs to the Town and adequate manpower is maintained and further provided that both employees involved in the trade are actually able to perform their duties on the shift in question at the time of the trade. Partial shift swaps will be allowed at the beginning or the end of shifts.

**Section 9.** In lieu of overtime compensation, full-time employees may elect compensatory time 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; a maximum of eighty (80) hours of compensatory time may be carried over from one fiscal year to the next;
- B. Compensatory time off will have the same priority and be utilized the same way as vacation time;
- 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 such employee during the last three (3) years of employment.

**Section 10.** Part-time dispatchers will be utilized, as available, to fill all shifts where the vacancy in such shift is known at least thirty-six (36) hours prior to the commencement of such shift. In the event there is no part time dispatcher available to work or the vacancy in the shift becomes known less than thirty-six(36) hours prior to the commencement of such shift, full time dispatchers will be given preference to fill the vacancy as follows: the overtime list of volunteers will be exhausted in order of the least hours to the maximum hours, with such list to remain in effect for one (1) year.

**Section 11.** The Memorandum of Understanding dated April 20, 2003 concerning Article 11, Sections 6 and 10, is no longer applicable such that the Town shall retain discretion with regard to incurring overtime costs, consistent with the contractual terms.

## **ARTICLE 12. INSURANCE**

**Section 1.** The Town reserves the right to change insurance carriers provided that coverage under new plans is comparable to coverage presently in effect, provided that the Union is notified of the proposed change at least thirty (30) days prior to implementation.

**Section 2.** The Town will provide each full-time employee who elects coverage with a choice of the following insurance or insurance that is comparable to that set forth below:

- A. A Preferred Provider Organization option (PPO); a Health Maintenance Organization option (HMO), which both include a prescription drug program with revised benefit terms, services and co-payments as set forth in Appendix B; and a High Deductible Health Plan (HDHP) and a Healthcare Savings Account (HAS) option as a non-mandatory alternative to the above two options.
- B. Dental Coverage.
- C. Term Life Insurance in the amount of \$5,000 paid by the Town, and up to twice salary provided the employee contributes twenty percent (20%) to the premium cost for the excess.
- D. Long-term disability coverage after the six-month (6) waiting period, benefits equal to sixty percent (60%) salary up to a maximum of \$1,500 per month.
- E. Employee Assistance Program. The Town shall offer members of the bargaining unit participation in the Lexington Group Employee Assistance Program or a comparable EAP. The Town will fund the cost of the EAP.

The Town will also provide eligible dependent coverage for any employee who elects such coverage under paragraphs A and B. Employees hired before July 1, 2005 shall contribute fifteen percent (15%) of such premium costs for the insurance elected in paragraphs A and B above for themselves and their eligible dependents for the full contract term. Employees hired on or after July 1, 2005 shall contribute twenty percent (20%) of such premium costs for the full contract term.

The employee contributions towards medical insurance premium costs shall be on a pre-tax basis.

### ***Section 3. Health Incentive Program***

- A. The Town will offer 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 Article 12, Section 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.

**Section 4.** Employees who are eligible and who retire before age sixty-two (62) have the option of remaining on the Town's group health coverage at their own expense. At age sixty-two (62), the Town begins providing ninety-five percent (95%) payment for a retired employee's health insurance premium provided coverage had not been discontinued. The retired employee will pay five percent (5%) of the health insurance premium. Retired employees will pay one-hundred percent (100%) of the premium for spouse and dependent coverage. Those who elect to leave the plan 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 sixty-five (65), retired employees may receive from the Town supplemental retiree insurance coverage as follows:

A. For employees hired before July 1, 2009, the Town provides supplemental medical only insurance coverage (no dental). The Town provides payment of seventy-five percent (75%) of the premium charged for such coverage, and the retired employee will pay twenty-five percent (25%) of the premium for such coverage. After notification of the employee's share of the premium, it is the employee's responsibility to make payment directly to the Town.

B. For employees hired after July 1, 2009, the Town provides supplemental medical only insurance coverage (no dental). The Town provides payment of sixty percent (60%) of the premium charged for such coverage, and the retired employee will pay forty percent (40%) of the premium for such coverage. After notification of the employee's share of the premium, it is the employee's responsibility to make payment directly to the Town.

C. Prior to reaching age sixty-five (65), the retired employee must enroll in Medicare Part B in order to be eligible for the above supplemental medical only insurance coverage.

D. A retired employee, at his/her own expense, may choose to elect medical coverage for spouse and dependents in accordance with the plan's rules and regulations. If the retired employee dies or otherwise becomes ineligible for coverage, the retired employee's spouse and/or dependents shall be granted such continuation rights as COBRA or other state or federal law may provide.

E. Retired 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.

F. The Town is required to fund retiree benefits, including retiree health insurance, for current employees in advance of their retirement by making contributions to the Town's Other Post Employment Benefits (OPEB) fund. Effective and retroactive to July 1, 2013 current employees shall share in this responsibility by:

- Contributing 0.5% of compensation to the OPEB fund effective July 1, 2013;
- Contributing 1.0% of compensation to the OPEB fund effective July 1, 2014;
- Contributing 1.5% of compensation to the OPEB fund effective July 1, 2015;
- Contributing 2.0% of compensation to the OPEB fund effective July 1, 2016 and every year thereafter until June 30, 2023.

Employees hired after the effective date of this agreement shall contribution 2% of compensation into the OPEB fund for a period of ten (10) years.

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.

***Section 5.*** The Town of Simsbury will indemnify dispatchers in accordance with the terms of Connecticut General Statutes Section 7-465, as amended, for actions arising out of their employment.

***Section 6. Retirement Plans.***

A. Employees hired on or before June 30, 2013 shall participate in the Pension - Town of Simsbury General Government Employees' Retirement Income

Plan (the "Pension Plan"), as amended and restated effective January 24, 2005, Section 2.19 (b), to reflect a normal retirement age of 62 after 25 years of service.

Employee contributions to the Pension Plan shall increase from 2% to 5% according to the following schedule, and the Pension Plan shall be amended to reflect these increases:

- Retroactive to July 1, 2013, employee contributions shall increase to 2.5%
- July 1, 2014, employee contributions shall increase to 3.0%
- July 1, 2015, employee contributions shall increase to 3.5%
- July 1, 2016, employee contributions shall increase to 4.0%
- July 1, 2017, employee contributions shall increase to 4.5%
- July 1, 2018, employee contributions shall increase to 5.0%

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

1. Participation in the Pension 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 Town shall contribute an amount equal to five percent (5%) of the employee's base wage. The employee shall have the option of contributing up to the maximum amount allowable by law. There shall be a rolling 5 year vesting period for Town contributions. Employees electing the defined contribution plan may not elect to participate in the defined benefit plan at a later date.

### **ARTICLE 13. RATES OF PAY**

**Section 1.** Salaries for the duration of the contract are reflected in Appendix A which is hereby incorporated as a part of this Agreement.

**Section 2.** Employees shall be paid on a weekly basis.

**Section 3.** Employees who are not at the top step of their salary schedule shall advance one step on the wage schedule each year on their anniversary dates. Employees who are at step 5 on June 30, 2011 and who have been at step 5 for more than one (1) year shall advance to step 6 retroactive to July 1, 2011 and shall advance thereafter as if their anniversary date is July 1.

**Section 4.** Employees regularly scheduled to work five (5) consecutive days with two (2) days off, followed by five (5) consecutive days worked with three (3) days off and whose regular work day shall consist of eight (8) hours shall in addition to their regular pay receive the following longevity payments annually:

\$150.00	after four (4) years
\$250.00	after eight (8) years
\$375.00	after twelve (12) years
\$475.00	after sixteen ( 16) years
\$575.00	after twenty (20) years

Longevity payments will be made in one (1) payment on the first payday following the anniversary date of the employee. The anniversary date for the purposes of longevity pay shall be that date on which the employee was appointed. Only time in service with the Simsbury Police Department will be credited for purposes of longevity payments.

This section shall not apply to employees hired into the Department after September 15, 2000.

**ARTICLE 14.  
DISCIPLINARY ACTION**

**Section 1.**

- A. No employee shall be disciplined without just cause. Discipline may include but is not limited to verbal or written warning, suspension or dismissal consistent with the severity of the offense. All suspensions and discharges must be given to the employee at the time of the suspension or discharge.
  
- B. No dispatcher will be disciplined solely on the basis of an unsigned, unsworn complaint by persons outside the Police Department. Dispatchers will be given a copy of any citizen complaint against them as soon as practicable but no less than seven (7) days prior to any disciplinary action being taken based solely on such complaint.

**Section 2.** The Union shall be notified by the Town, in writing, of any discharge or dismissal within seventy-two (72) hours of the action.

**Section 3.** Each employee has the right to review his/her personnel file and to request copies of materials contained in it. Employees have the right to respond in writing to any material contained in their file.

**Section 4.** Employees will be given a copy of any written complaint and findings verified after investigation by the Town when it is placed in the employee's personnel file.

**Section 5.** The Union and Town agree that when a grievance has been resolved in the employee's favor, a review of the pertinent related records concerning the grievance shall take place.

**Section 6.** The Town shall evaluate employees at least once in each fiscal year. Employees shall be given a copy of any written evaluation.

## **ARTICLE 15. EDUCATION INCENTIVE**

### **Section 1.** Reimbursement for Courses

Employees shall be reimbursed for one hundred percent (100%) of the tuition cost of a course subject to the following conditions:

- A. Request is made in writing to the Chief of Police stating the name of the course and cost.
- B. Prior approval is obtained from the Chief of Police.
- C. During the term of this Agreement no more than two (2) classes per employee per contract year may be approved. Following June 30, 2005 the Town may approve up to three (3) classes per contract year.
- D. The course must be work-related or considered an asset to the job function (including but not limited to communication, Criminal Justice, Sociology, Psychology, Emergency Medical Technology, or Cardio- Pulmonary Resuscitation).
- E. To be eligible for reimbursement, the employee must successfully complete the course with a final grade of B or better.
- F. The Town's payment to employees for completed, approved course work shall not exceed the per credit fees charged by the University of Connecticut for comparable courses.

### **Section 2. Required Courses**

Courses necessary to meet requirements of the Town, as approved in advance by the Chief of Police, are exempted from this provision. The Town shall pay full tuition costs for such courses, including State of Connecticut OSET Telecommunicator Training and Certification, Enhanced 911 Equipment Familiarization, State of Connecticut COLLECT Training and Certification and Emergency Medical Dispatch Training and any other training required by law.

**ARTICLE 16.**  
**GENERAL**

**Section 1.** The Town shall provide Bulletin Board space for the Union in designated areas for the posting of notices concerning Union business and activity.

**Section 2.** The Town shall give each employee a copy of this Agreement.

**Section 3.** Any employee who is required by the Town to attend any training session or conference shall be reimbursed any expenses approved in advance associated with said training session or conferences.

**Section 4.** The Town shall supply the Union with a seniority list for the bargaining unit which includes classification and rates of pay on July 1 of each year.

**Section 5.** When an employee is required to use his or her own motor vehicle to perform Town business, he/she shall be reimbursed at the rate approved by the Board of Selectmen and based on IRS standards.

**Section 6.** The Union and the Town recognize the right of employees to work in an environment free from discrimination, coercion, or intimidation. An employee, and at the employee's option, his/her union representative, may bring a discrimination complaint to the attention of the Town. The parties recognize employees have remedies at law for such discrimination, and therefore no dispute under this section may be submitted to grievance arbitration.

**Section 7. Training.** The Employer will post training announcements for dispatchers in appropriate areas and facilitate their attendance at same whenever practicable. This provision shall not be subject to the grievance and arbitration provisions of this Agreement.

**Section 8.** It is understood and agreed that this Agreement contains the complete agreement of the parties and that it may be amended or altered only by mutual agreement in writing signed by the parties. The Town and the Union agree that each had a full opportunity to raise issues and that all matters to be included in this Agreement have been presented, discussed and incorporated herein or rejected. This Agreement supercedes all prior understandings and agreements, whether written, oral, implied or grounded in past practice and shall be the final agreement between the parties unless modified by mutual agreement, reduced to writing and signed by both parties after the effective date of this Agreement.

**Section 9.** Throughout this Agreement, when the context so requires, the masculine gender shall include the feminine and the feminine shall include the masculine.

**Section 10.** The Union's Business Representative shall be permitted to visit specific job sites where bargaining unit members are employed provided such visits are at normal business hours and do not interfere with the performance of the bargaining unit member's duties. The Union's Business Representative will report to the shift supervisor/officer in charge before talking to bargaining unit members.

**Section 11.** Upon the death of the employee, all compensation due to the employee in accordance with this Agreement is paid to the estate of the employee, except those sums which may, by law, be paid to the surviving spouse and/or beneficiary(s).

**Section 12.** The Town agrees that it shall not utilize part time dispatchers to reduce the number of full time dispatchers below four (4).

## **ARTICLE 17. MANAGEMENT RIGHTS**

**Section 1.** The Town has and will continue to retain, whether exercised or not, all of the rights, and powers and authority heretofore had by it and, except where such rights, powers and authority are specifically relinquished, abridged or limited by the provisions of this Agreement, it shall have the sole and unquestioned right, responsibility and prerogative of management of the affairs of the Town and direction of the working forces, including, but not limited to the following:

- A. To determine the care, maintenance and operation of equipment used for and on behalf of the purposes of the Town.
- B. To establish or continue policies, practices, and procedures for the conduct of Town business and, from time to time, to change or abolish such policies, practices, or procedures.
- C. To discontinue processes or operations or to discontinue their performance by employees.
- D. To select and to determine the number and types of employees required to perform the Town's operations.
- E. To employ, transfer, promote, demote employees, layoff, terminate, or otherwise relieve employees from duty for lack of work or other legitimate reasons when it shall be in the best interests of the Town or the department. In the event of a reduction in the number of employees, layoff shall be in inverse order of seniority and recall shall be by seniority.
- F. To prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance

with the requirements of the Town, provided such rules and regulations are made known in a reasonable manner to the employees affected by them.

- G. To insure that incidental duties connected with departmental operations, whether enumerated in job descriptions or not, shall be performed by employees.
- H. To establish contracts or subcontracts for municipal operations, provided that this right shall not be used for the purposes or intention of undermining the Union or discriminating against its members. All work customarily performed by the employees of the bargaining unit shall continue to be performed unless in the sole judgment of the Town it can be done more economically or expeditiously otherwise.

**Section 2.** The above rights, responsibilities and prerogatives are inherent in the Board of Selectmen and First Selectman by virtue of statutory and charter provisions and are not subject to delegation in whole or in part. Such rights may not be subject to review or determination in any grievance or arbitration proceeding, but the manner of exercise of such rights may be subject to the grievance procedure described in this Agreement.

## **ARTICLE 18. JOB DESCRIPTIONS**

**Section 1.** Copies of each job description shall be on file with the Town, shall be given to each unit employee and shall be forwarded to the Union. Any future changes will be sent to the employees and to the Union.

## **ARTICLE 19. SAVINGS CLAUSE**

**Section 1.** The Town and the Union agree that if any provision of this Agreement is determined to be unlawful by a court or legal agency of competent jurisdiction or by legislative enactment, such decision shall apply only to such specific provision which shall be severed from this Agreement, and the remaining provisions shall remain in full force and effect consistent with prevailing principles of contract interpretation.

## **ARTICLE 20. DURATION OF AGREEMENT**

**Section 1.** This agreement shall take effect on July 1, 2011 with respect to wages, and unless otherwise provided herein, upon signing with respect to all other articles, and shall remain in effect until June 30, 2016.

**Section 2.** The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter within collective bargaining, and that the understanding arrived at after the exercise of that right are set forth in this Agreement. Therefore, the Town and the Union for the life of this Agreement, each voluntarily waives the right, and each agrees to that the other shall not be obligated, to bargain collectively with respect to any subject matter referred to or covered in this Agreement even though such subject or, with respect to any subject or matter not specifically referred to or covered in this Agreement, matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. It is further agreed that this Agreement may not and shall not be amended or modified in any respect whatever except by a document in writing signed on behalf of the parties hereto by their duly authorized officers and representatives.

**Section 3.** This Agreement shall remain in full effect until the 30th day of June 2016. Subsequently, it shall automatically be renewed from year to year unless one of the parties requests negotiations on a successor Agreement prior to January 15, 2016.

IN WITNESS WHEREOF, the parties have caused their names to be signed to this instrument on the \_\_\_ day of August, 2013.

FOR THE TOWN OF SIMSBURY

FOR THE UE LOCAL 222  
CILU/CIPU, CILU LOCAL #41

  
\_\_\_\_\_  
Mary Glassman  
First Selectman  
Duly Authorized

  
\_\_\_\_\_  
Mariann Zebedeo  
President

Appendix A

Rates of Pay - July 1, 2010 - June 30, 2011 (Prior Contract)

	Step 1	Step 2	Step 3	Step 4	Step 5
New Hire					
NA	\$ 44,809.00	\$ 45,977.00	\$ 47,175.00	\$ 49,116.00	\$ 52,268.00

Rates of Pay - July 1, 2011 - June 30, 2012 with 2% increase and Three (3) Additional Steps

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
New Hire								
NA	\$ 45,705.18	\$ 46,896.54	\$ 48,118.50	\$ 50,098.32	\$ 53,313.36	\$ 54,379.63	\$ 55,467.22	\$ 56,576.56

Rates of Pay - July 1, 2012 - June 30, 2013 with 2% increase

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
New Hire								
NA	\$ 46,619.28	\$ 47,834.47	\$ 49,080.87	\$ 51,100.29	\$ 54,379.63	\$ 55,467.22	\$ 56,576.56	\$ 57,708.10

Rates of Pay - July 1, 2013 - June 30, 2014 with 2% increase

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
New Hire								
\$ 40,000.00	\$ 47,551.67	\$ 48,791.16	\$ 50,062.49	\$ 52,122.29	\$ 55,467.22	\$ 56,576.56	\$ 57,708.10	\$ 58,862.26

Rates of Pay - July 1, 2014 - June 30, 2015 with 2% increase

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
New Hire								
\$ 40,800.00	\$ 48,502.70	\$ 49,766.98	\$ 51,063.74	\$ 53,164.74	\$ 56,576.56	\$ 57,708.10	\$ 58,862.26	\$ 60,039.50

Rates of Pay - July 1, 2015 - June 30, 2016 with 2% increase

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
New Hire								
\$ 41,616.00	\$ 49,472.76	\$ 50,762.32	\$ 52,085.01	\$ 54,228.03	\$ 57,708.10	\$ 58,862.26	\$ 60,039.50	\$ 61,240.29

# Appendix B

## Town of Simsbury PLAN DESIGN ALTERNATIVES July 1, 2013

SUMMARY OF COVERED SERVICES	CIGNA - OPEN ACCESS PLUS		CONNECTICARE - HMO
	In-Network	Out-of-Network	
<u>GATEKEEPER</u>	No	No	In-Network Only 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
		\$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.

SUMMARY OF COVERED SERVICES	CIGNA - OPEN ACCESS PLUS		CONNECTICARE - HMO
	In-Network	Out-of-Network	
<b>DIAGNOSTIC SERVICES</b> Advanced Radiology (MRIs, Cat Scans, Pet Scans)	No Copayment	Deductible, coinsurance, out-of-pocket applicable.	In-Network Only  No Copayment
Lab and x-ray, dialysis, radiation and chemotherapy, etc	No Copayment	Deductible, coinsurance, out-of-pocket applicable.	No Copayment
<b>PHYSICIAN'S SERVICES</b> 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.
<b>OUTPATIENT THERAPY SERVICES</b> 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.
<b>PRESCRIPTION DRUG</b> Copays:	Generic: \$5 Copay Brand Formulary: \$10 Copay Brand Non-Formulary: \$20 Copay  Mail Order \$10/20/40	Generic: \$5 Copay Brand Formulary: \$10 Copay Brand Non-Formulary: \$20 Copay  Mail Order <u>Not Covered</u>	<b>Express Scripts</b> Tier I - Generic: \$5 Copay Tier II - Brand - Formulary: \$10 Copay*** Tier III - Brand - Non-formulary: \$20 Copay** Mail Order 2 x Retail

SUMMARY OF COVERED SERVICES	CIGNA - OPEN ACCESS PLUS		CONNECTICARE - HMO In-Network Only
	In-Network	Out-of-Network	
MATERNITY CARE (Prenatal and postnatal)	Paid in full, prenatal and post-partum (\$15 copay for 1 <sup>st</sup> visit to confirm pregnancy).	Deductible, coinsurance; subject to O-O-P maximum.	\$15 copay initial visit only; remaining prenatal and post-partum in full.
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](http://www.mycigna.com) or ConnectiCare's website @ [www.connecticare.com](http://www.connecticare.com) for drug listings.

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