EMPLOYMENT AGREEMENT

BETWEEN

THE TOWN OF SIMSBURY, CONNECTICUT

AND

THE INTERNATIONAL BROTHERHOOD OF POLICE OFFICERS, LOCAL NO. 458

EFFECTIVE - July 1, 2008

EXPIRES - June 30, 2011

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EMPLOYMENT AGREEMENT BETWEEN THE TOWN OF SIMSBURY, CONNECTICUT AND THE INTERNATIONAL BROTHERHOOD OF POLICE OFFICERS LOCAL #458

PREAMBLE

This agreement is made by and between the Town of Simsbury, Connecticut, hereinafter referred to as "the Town," and the International Brotherhood of Police Officers, hereinafter referred to as "the Union," and is effective upon signing, 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 uniformed and investigatory employees of the Simsbury Police Department up to and including the rank of lieutenant, excluding however, all civilian dispatchers, auxiliaries and school crossing guards.

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 an "Agency 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 an "Agency 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 an "Agency Service Fee." Said "Agency 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 the sums have been deducted. Such dues deductions shall continue for the duration of this Agreement and any extensions thereof. The Union agrees to indemnify and hold the Town harmless for any claims, loss or damages, including attorneys' fees, 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 or not made as the case may be.

ARTICLE 3
UNION BUSINESS LEAVE

SECTION 1. Provided that one week before each meeting written notice is given to the Chief of Police, the Union shall have the right to have four members of its negotiating committee present for all meetings between the Town and the Union for the purpose of negotiating. When such meetings take place at a time during which such members are scheduled to be on duty, no

more than two members shall be granted leave from duty with full pay for such meeting between the Town and the Union, except when in the sole judgment of the Chief of Police such leave from duty will create a shortage of officers on duty, and in such case leave will not be granted.

SECTION 2. Provided reasonable notice is given, the Union shall have the right to have a shop steward present for all meetings between the Town and the Union for the purpose of processing grievances. The grievant shall also have the right to be present at such meetings. When such meetings take place at a time during which either of the shop stewards or the grievant are scheduled to be on duty, they shall be granted leave from duty with full pay for such meetings except when in the sole judgment of the Chief of Police such leave from duty will create a shortage of officers on duty, in which case such leave shall not be granted and other mutually agreeable arrangements shall be made.

SECTION 3. Such officers and members of the Union as may be designated by the Union, not to exceed two employees at any one time, shall be granted leave from duty with full pay for attending labor conventions and educational conferences, provided that the maximum leave shall be no more than two days per person per time and that the total leave for the purposes set forth in this Section shall not exceed six working days in any calendar year. Such leave shall be contingent upon a written request to the Chief of Police by the member seven (7) days in advance of the leave date and approval by the Chief of Police.

ARTICLE 4 - PROBATIONARY PERIOD

SECTION 1. All new employees shall serve a probationary period of one (1) year following certification by the Municipal Police Training Council, provided that in no case will the probationary period extend beyond sixteen (16) months from the employee's date of hire.

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, nor shall such new employees be entitled to the benefits conferred in Article 17, Sections 6 and 7 of this Agreement. 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.

Nothing in this section is intended by the parties to modify any rights which employees have under the Connecticut Municipal Employees Relations Act.

SECTION 3. An employee, after completion of the probationary period, shall acquire length of service of record as of the date he/she begins the probationary period.

ARTICLE 5
GRIEVANCE PROCEDURE - NO STRIKE

SECTION 1. Definition. A grievance shall be considered as being a dispute or disagreement arising out of any of the following:

(a) Discharge, reduction, suspension or disciplinary action.

(b) Favoritism or discrimination.

(c) Interpretation or application of rules, regulations, or policies of the Police Department.

(d) Interpretation of this Agreement.

SECTION 2. Procedure.

A. Any employee may use this grievance procedure with or without Union assistance. Should an employee process a grievance through one or more of the 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. Except as to grievances involving discharge or suspension, the grievance procedure shall be exhausted in the following order:

Step 1

Any employee with a grievance shall submit said grievance in writing to his/her Shift Commander within fifteen (15) calendar days. The fifteen (15) days shall run from the date of occurrence or the date the employee knew or reasonably ought to have known of the event giving rise to the grievance. The Shift Commander's decision shall be submitted in writing to the aggrieved employee within two (2) working days of the receipt of the grievance.

Step 2

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

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 fifteen (15) days after receiving the Chief's decision, to the Police Commission which shall render a decision within thirty (30) days after receipt of said grievance. The Police Commission shall forward a written notice of its decision to the employee or union within ten (10) days of its decision.

Step 4

If the Union is not satisfied with the decision rendered, it shall (within ten (10) days after the receipt of the decision of the Police Commission) submit the grievance to arbitration by the Connecticut State Board of Mediation and Arbitration, and the decision rendered by the Arbitrator shall be final and binding on both parties. The Arbitrator shall have no power to add or to subtract from, or modify in any way, the terms of this Agreement.

C. Disciplinary hearings on discharge or suspension shall be heard by the Police Commission, at which hearing all witnesses shall be sworn, mechanical recording equipment used to record all testimony and members of the Department being disciplined shall have the right to counsel. The accused shall be informed in writing of the nature of the complaint including the specific rules alleged to have been violated and the acts, or lack of acts, which were committed. The accused shall be afforded the right of cross-examination. The hearing shall be held not less than six (6) days after the filing of the complaint nor more than twelve (12) days unless good cause is shown. The Police Commission shall render a written decision no later than fifteen (15) days after the date the hearing is closed. No member shall be suspended without pay for more than 48 hours unless pursuant to a hearing. Should the Union be dissatisfied with the decision rendered, it may proceed to Step 4 of the Grievance Procedure.

D. No disciplinary action shall be instituted solely upon the complaint of anyone outside the Police Department until (1) the complaint has been reduced to writing, signed, sworn and delivered to the Chief or his/her designee; and (2) a copy thereof has been delivered to the employee, or in his/her absence to the Union, as soon as practicable but no less than seven (7) days prior to any disciplinary action being taken solely on such complaint. If a complaint is received by the Police Commission, the complaint shall be forwarded to the Chief of Police for review. No disciplinary action, based solely upon an external complaint, shall commence prior to the expiration of seven (7) days from the delivery of the complaint to the employee.

E. The time limits provided for in this Article may be extended by, mutual consent of the parties. If the grievant fails to process the grievance to the next step within the applicable time limit, the grievance shall be deemed waived. If the Town or its designated representative fails to respond to the grievance within the applicable time limit, the aggrieved employee or the Union shall be entitled to proceed to the next step of the grievance procedure.

SECTION 3. Mediation.

Either party may use the mediation services of the State Board of Mediation and Arbitration at any time.

SECTION 4. Recording of Minutes or Testimony.

Either party shall have the right to employ a public stenographer at Step 3 in this procedure, at its own expense.

SECTION 5. 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 accordance with Steps 1, 2, 3 and 4.

SECTION 6. Union As Complainant.

The Union shall be entitled to submit grievances in the name of the Union in the same manner as is provided herein for employees.

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 the appropriate step. 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 five (5) 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 the precedent grievance, it shall be processed in accordance with the Grievance Procedure and in accordance with the time limitations established in this Agreement.

SECTION 7. Representation.

Employees and the Union shall have the right to be represented by an attorney.

SECTION 8. No Strike.

The Union agrees that it will not call, instigate, condone or support, and that it will promptly take reasonable action to end, any strike, sympathy strike, slow down, sick-in, or any other concerted refusal to render services to the Town.

ARTICLE 6
SICK LEAVE, FUNERAL LEAVE, INJURY LEAVE

SECTION 1. Sick leave shall be considered by the individual case. As used herein, the term "sick leave" means an absence from work because of illness, incapacity or injury to the employee not arising out of or during the performance of duty, and for which the employee is compensated at his/her regular rate of pay. The Town may request a medical certificate for illness of over three (3) days. 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 as a condition for further sick leave. Upon suspicion of abuse, the Chief has the discretion to direct an employee to be examined by a physician chosen and paid for by the Town in order to verify an employee's sick leave and/ or fitness for duty.

SECTION 2. In the event of the death of a member of an employee's immediate family, the Town agrees to grant time off with pay at the employee's normal rate for not more than three (3) scheduled working days up to and including the day after the funeral. "Immediate family" is defined as mother, father, sister, brother, spouse, child or grandparent of the employee or of the employee's spouse then residing with the employee. The Town will grant one day of paid funeral leave for other family members as follows: aunts, uncles, nephews and nieces. It is the intent of this Article and it shall be so administered to provide within the stated limits pay for time actually lost during the normal work week in making arrangements for and attending the funeral or memorial service. Nothing herein shall be deemed to prevent an employee from requesting time off without pay for attendance at a funeral not provided for herein, and such request shall not be unreasonably denied.

SECTION 3. An employee who is injured in the line of duty for which he/she is entitled to compensation under the Workers' Compensation Act shall be entitled to injury leave with full pay at his/her normal rate, less any amounts received by way of Workers' Compensation, from the date of such injury until such time as he/she is able to return to duty. In the event that the disability is determined to be permanent and to prevent the employee from returning to duty, the employee shall be considered for disability retirement in accordance with the applicable provisions of the pension plan then in effect, and injury leave shall cease as of the effective date of such retirement.

SECTION 4. An employee who works a ninety (90) day bid shift without using any sick leave shall be entitled to a personal day for each such ninety-day period. The provisions of Article 10, Vacation, Sections 2, 3 and 4 shall apply to the use of personal leave days by employees.

ARTICLE 7 - UNIFORM ALLOWANCE

SECTION 1. Each regular employee shall receive a uniform allowance of six hundred fifty dollars ($650.00) annually. Plain-clothes investigative personnel shall receive a clothing allowance of seven hundred fifty dollars ($750.00) annually.

SECTION 2. To be eligible for an annual clothing allowance, payable each July, an employee must have been hired as a sworn full-time police officer before January 1 of the prior fiscal year.

SECTION 3. Each newly appointed officer or employee shall receive a complete uniform and equipment without cost from the Town.

SECTION 4. Any uniform change instituted by the Town will be paid for by the Town.

SECTION 5. Each regular employee shall receive a uniform cleaning allowance of five hundred dollars ($500.00) annually. Each plainclothes investigative employee shall receive a cleaning allowance of five hundred sixty five dollars ($565.00) annually. The Town retains the option of providing cleaning services in lieu of the aforementioned cleaning allowances.

SECTION 6. If an employee leaves the Town's service for any reason, all uniforms and equipment owned, issued or purchased by the Town and all uniforms purchased with Town allowances shall be returned to the Town.

ARTICLE 8 - EQUIPMENT

SECTION 1. Equipment will be furnished to all officers and replaced when the Chief or his/her representative determines that it is necessary. The Town will furnish this equipment without cost to the officers.

SECTION 2. One individual, appointed by the Chief, will determine with the Chief's approval which equipment is in need of replacement and will make necessary arrangements for replacement of equipment.

A request for replacement of equipment shall be submitted in writing and in duplicate with one copy directed to the captain for action and one copy directed to the Chief for informational purposes. Notice of action upon the request shall be transmitted in writing in a timely fashion and on an appropriate form by the individual considering the request. Copies of the notice are to be directed to the officer requesting the replacement of equipment and to the Chief of Police.

SECTION 3. Soft body armor issued to officers as Town equipment shall be replaced when necessary, and in any event, prior to the expiration of its warranty period. Officers shall turn in this old body armor to the Town at the time of the replacement.

SECTION 4. All parties to this Agreement shall cooperate in the enforcement of safety rules and regulations and no employee shall be required to use unsafe vehicles or equipment.

SECTION 5. This Article shall be subject to Steps 1, 2 and 3 of the Grievance Procedure (Article 5), but shall not be subject to arbitration, except that a grievance asserting a violation of that portion of Section 4 of this Article providing that "no employee shall be required to use

unsafe vehicles or equipment" shall be subject to the entire Grievance Procedure (Article 5), including arbitration.

ARTICLE 9 - HOLIDAYS

SECTION 1. During the fiscal year, officers and employees of the Detective Division and the Records Division shall be given two (2) days off, and in addition will be compensated for ten (10) holidays at time and one-half.

SECTION 2. During the fiscal year, officers and employees of the Patrol Division shall be compensated for ten (10) holidays at time and one-half.

SECTION 3. New employees shall earn the above pay in lieu of holidays at the rate of one (1) day per month or any portion in excess of fifteen (15) calendar days.

SECTION 4. All members of the bargaining unit may elect to take up to ten (10) of the allotted holidays as days off in lieu of compensation at time and one-half, provided notice of such intent is given thirty (30) days prior to the beginning of each semi-annual payment period. Employees may elect this option only in blocks of five (5) days, and no more than five (5) such days will be allowed within the six-month period from July 1 to December 31 or from January 1 to June 30. Compensation for such time off shall be at regular pay base rate.

SECTION 5. Payment will be made semi-annually on the first pay day of December and on the first pay day of June.

ARTICLE 10 - VACATION

SECTION 1. Vacations will be earned according to the following schedule and will be granted on July 1st:

YEARS OF SERVICE	VACATION ACCRUAL
Less than one year	Prorated at .83 days per month
1-4 years	10 days per Fiscal Year
5-9 years	15 days per Fiscal Year
10-11 years	20 days per Fiscal Year
12-13 years	21 days per Fiscal Year
14-15 years	22 days per Fiscal Year
16-17 years	23 days per Fiscal Year
18-19 years	24 days per Fiscal Year
20 years and above	25 days per Fiscal Year

(f) An employee who leaves Town service and then returns shall not be credited with prior service for purposes of vacation unless there is a special written agreement for such credit.

SECTION 2. Employees shall not accumulate vacation leave except with written permission from the Chief of Police. When an employee seeks permission to accumulate

vacation leave for the purpose of taking a planned, extended vacation in a specified future year, the written permission required by this Section will not be unreasonably withheld.

SECTION 3. Choice of date by employees shall be granted wherever, in the Chief's view it is practicable. Seniority per squad shall prevail in the selection of personal days off and of vacations 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 duty simultaneously because of the operating requirement of the Department. Such rights shall not be unnecessarily restrictive, however.

SECTION 4. Employees shall provide a minimum of twenty-four (24) hours notice in advance of their scheduled shift to take vacation time. Vacation requests received outside said minimum may be denied, except that in the discretion of the Supervisor, the minimum may be waived to accommodate an emergency.

Employees who make a written request for vacation leave in advance shall not be bumped from such vacation within thirty (30) days of the date requested as the result of changing squads or as the result of having less seniority in the squad. Employees who request five (5) or more days up to ten (10) days vacation leave at least one-hundred twenty days (120) in advance, once such request is approved, shall not be bumped as a result of changing of squads or as a result of having less seniority, provided that an employee shall be entitled to but one such priority vacation leave per fiscal year and such request shall be so designated as such priority leave by the employee so requesting on the submitted vacation request. No employee shall be refused or have altered any vacation as a result of the military obligation of another employee.

SECTION 5. A maximum of two (2) uniformed patrol officers per shift shall be allowed to take vacation at the same time, provided that no fewer than one supervisory employee shall be regularly scheduled on duty at all times. Only one (1) supervisor shall be allowed to take vacation leave per shift. A maximum of two (2) patrol supervisors in any twenty-four (24) hour period will be allowed to take five (5) or more vacation days consecutively. At no time will more than three (3) patrol supervisors be allowed to take vacation leave in any twenty-four hour period. Priority vacation provisions in Section 4 apply. All supervisory leave is subject to divisional command approval.

SECTION 6. Employees of the patrol division agree to return to the Town one (1) vacation day from their annual vacation entitlement as a condition of the hours of work provision set forth in Article 12.

ARTICLE 11- SENIORITY

SECTION 1. Whenever more than one (1) person begins work with the Department on the same day, the seniority of each individual as it relates to others beginning employment on the same day shall be determined by the order of appointment.

SECTION 2. Seniority shall not be lost by vacations, sick time, suspension, any authorized leave of absence, any call to military service for the duration, or layoff of two (2)

years. No further seniority shall accrue during a leave of absence without pay greater than two (2) weeks.

SECTION 3. "Rank seniority" shall mean the total length of continuous service as a permanent appointee to a given rank.

SECTION 4. Preference as to when vacations are taken shall be made in order of seniority.

SECTION 5. An employee's seniority shall be considered broken if he/she voluntarily quits or retires, is discharged, is absent from work, when scheduled, for five (5) consecutive days without notifying the Department in writing, or fails to return to work within fifteen (15) days after notice by certified mail of recall from layoff.

SECTION 6. In the event there is a reduction in the number of employees, layoff shall be in reverse order of seniority and recall shall be by seniority.

ARTICLE 12 - HOURS OF WORK

SECTION 1. The hours of work shall be as follows:

(a) Except for employees assigned to the Patrol Division, the regular workweek for non-probationary employees shall be forty (40) hours per week, eight (8) consecutive hours per day. The regular workweek for police trainees shall be five (5) consecutive days followed by two (2) consecutive days off from work. Officers assigned as Detective, School Resource Officer, Community Service Officer, Training Sergeant or Administrative Sergeant shall be scheduled for one (1) Friday off every ten (10) weeks on a rotating basis.

The rank of Lieutenant shall not be entitled to bid on shifts. The Chief of Police may change the days and/or hours worked by a Lieutenant when there is a demonstrated need for such a change.

(b) The regular work schedule for the employees assigned to the Patrol Division, up to and including the rank of Sergeant, 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. Each officer shall work no less than twenty (20) days in a thirty (30) day period and no less than sixty (60) days within each ninety (90) day bid cycle. The regular workday shall be eight (8) hours per day.

(c) Shift assignments for employees of the Patrol Division shall be determined by bidding every ninety (90) days according to rank seniority, with Patrolman and Patrolman First Class positions treated as the same rank for this purpose only. The bidding process shall apply to the position of Jump Sergeant (so long as that position exists).

SECTION 2. Except for emergency conditions or temporary assignments to meet certain problems, any change in working hours and periods shall be made only after reasonable notice.

The determination as to what constitutes an emergency condition requiring a temporary assignment will be made by the Chief or his/her designee at his/her discretion. Reasonable notice shall be defined as seventy-two (72) hours.

SECTION 3. Before any changes in working hours and periods are made, due consideration shall be given to the needs of the Town, the effect upon members of the bargaining unit either individually or collectively, the requirements of police private jobs, and other factors that may be relevant to the particular problem.

SECTION 4. An employee's regular day off shall not be changed during the work period, nor shall the hours be changed during the work week, without the expressed approval of the employee. Any member of the bargaining unit may trade shifts with another member of the unit provided the trade does not incur additional cost to the Town and sufficient staff coverage is maintained.

SECTION 5. All shifts will be staffed with a minimum of four (4) patrol officers; except that the third shift will be staffed by a minimum of four (4) patrol officers only until 3:00 a.m. after which the third shift will be staffed by a minimum of three (3) patrol officers.

SECTION 6. Rank Supervision on Every Shift

A. Staffing Levels

1. There will be at least seven Sergeant positions in the Department.

2. Sergeants may be assigned ancillary duties such as those relating to firearms training, vehicle maintenance, computer training, general training, equipment maintenance and procurement, policy review, administrative tasks and community policing.

B. Rank Supervision

1. Every Shift shall be supervised by a Sergeant. If, for any reason, no Sergeant is working, a Sergeant will be called in on overtime.

2. Due to scheduling necessity, there may be times at which there will be two Sergeants on a single shift. When there is such an occurrence, the following will apply:

   When two Sergeants are scheduled for the same shift, the senior Sergeant shall be in command of the shift. The junior Sergeant on the shift would work pursuant to the direction of the senior Sergeant and typically would also be working a district in the field and would be responsible for certain other aspects of that tour of duty. The authority of the junior Sergeant which comes with his/her rank would not be diminished, and the Sergeant would still be expected to function as a supervisor.

C. Overtime

1. There will be two separate lists for overtime: one for Supervisors and the other for Patrol Officers.

2. Supervisors will not be eligible to participate in the assignment of regular overtime to Patrolmen.

3. Voluntary Overtime - Overtime for Supervisors will first be determined by requesting volunteers, beginning with the Supervisor with the least accumulated overtime hours. For the purposes of voluntary overtime, the Lieutenant rank shall be included within the supervisor staffing levels, being offered supervisory overtime only in the event no Sergeants volunteer for the overtime shift.

4. Mandatory Overtime - Mandatory overtime for patrol supervision will be limited to Patrol Sergeants, i.e., the Detective Sergeant and the Training Sergeant will not be included for mandatory overtime. If no Sergeant or Lieutenant volunteers, then the least senior Patrol Supervisor already working will be held over for the vacant shift. In practice, if an employee is working and an overtime vacancy occurs on the following shift, the least senior working employee will stay for the following vacant shift. Holdovers will be made by reverse seniority until those already working are depleted. If there are no available supervisory personnel (or patrol personnel as the case warrants) on shift, then an order in of an off-site supervisor (or officer as the case warrants) will be made by way of reverse seniority.

5. The Supplemental Agreement, dated September 26, 2000 and October 15, 2000, is hereby null and void.

ARTICLE 13 - OVERTIME

SECTION 1. All overtime duty shall be paid at the rate of time and one-half for all hours or any portion thereof as follows: for the Patrol Division the hours in excess of eight (8) hours per day; and for the Detective and Records Divisions, the hours in excess of eight (8) hours per day or forty (40) hours per week.

SECTION 2. 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 the rate of time and one-half.

Overtime pay shall not be subject to the minimum hour provisions when such overtime results from extending a tour of duty on any shift to properly complete an investigation or work assignment.

SECTION 3. Mandatory training will be paid at the rate of time and one-half, at no minimum. Employees of the Patrol Division shall grant the Town one eight (8) hour training day per year as a condition of the hours of work provisions set forth in Article 12. There shall be no compensation for such day.

SECTION 4. There shall be no pyramiding of overtime.

SECTION 5. The Town shall have the right to require personnel to work overtime. All overtime work shall be distributed to regular full-time employees of the bargaining unit and they shall have first preference for all such overtime work. If and only if no member of the bargaining unit is available or willing to work shall non-bargaining unit employees be used.

SECTION 6. When the Chief of Police or his/her agent determines that there is not sufficient manpower scheduled to cover a shift or police activity, the Chief or his/her agent shall call in or holdover the necessary manpower to satisfy the needs of the situation in order of reverse seniority as follows:

a. To fill short Patrol shifts:

1. The full voluntary overtime list will be exhausted in order of the least accumulated overtime to the most accumulated overtime hours. If there are no volunteers, mandatory holdover(s) and/or call-in(s) will be necessary.

2. After the voluntary overtime list has been exhausted, the least senior Patrol officer on duty shall be held over into the next shift. If the least senior Patrol officer has already worked two consecutive shifts, the next least senior Patrol officer shall be held over into the next shift.

3. Only the voluntary overtime list will be exhausted when attempting to fill a vacancy for the first four (4) hours on the third shift and in the event that a volunteer cannot be found, the Patrol officer held over from the second shift will remain on duty until 3:00 a.m.

b. To staff a police activity:

1. Volunteers will be sought to staff the activity with first choice going to officers with the least accumulated overtime hours to the most accumulated overtime hours.

2. If no volunteers are found, the least senior officer not already scheduled to work during the police activity shall be called in to work unless the least senior officer has already worked two consecutive shifts, in which case the next least senior officer shall be called in.

c. With regard to a and b above, no employee shall be compelled to work overtime if such overtime will result in the employee having less than eight (8) consecutive hours off in any contiguous twenty four (24) hour period or in the employee working more than forty-eight (48) hours in any consecutive seventy-two (72) hour period.

SECTION 7. In lieu of overtime compensation, compensatory time off will be offered to employees at the rate of time and one half subject to the following provisions:

1. A maximum of one hundred twenty (120) hours of compensatory time (eighty (80) hours of work at the overtime rate) may be accumulated; employees may carry over up to eighty (80) hours of compensatory time from one fiscal year to the next.

2. Requests for compensatory time off will have the same priority and be utilized the same as vacation time.

3. 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.

ARTICLE 14
EXTRA OR SPECIAL POLICE DUTY

SECTION 1. Extra or special duty pay will be paid at time and one-half with a four (4) hour minimum.

SECTION 2. The Town shall pay officers for such extra or special police duty private jobs on the same date as the officer receives the regular pay check, subject to normal administrative processing for such extra or special police duty private jobs.

SECTION 3. Extra duty jobs or special police duty jobs shall be distributed to regular full-time employees of the bargaining unit, and they shall have first preference for all such extra duty jobs, and only if no member of the bargaining unit is available or willing to work shall non-bargaining unit employees be used.

SECTION 4. When an extra or special police duty private job is canceled with less than eight (8) hours notice, the officer scheduled to work that job shall be paid the four (4) hour minimum. This provision shall not apply, however, when the extra or special police duty job was for any Town-related public agency.

SECTION 5. After an officer has worked the four (4) hour minimum on an extra or special police duty job, additional time worked on the job shall be paid in four (4) hour minimum blocks.

SECTION 6. If an officer is subpoenaed to court for a criminal or motor vehicle offense case, or noticed to attend a Motor Vehicle Department hearing, when scheduled to be off duty, the officer will be paid at his or her regular rate for time actually spent in travel and at court or the Motor Vehicle Department. The officer shall obtain any available reimbursement from the State and pay it to the Town.

ARTICLE 15 - RATES OF PAY

SECTION 1. The salaries of employees on the Department payroll as of July 1, 2008 shall be at the following rates effective retroactive to the dates indicated below. The parties agree that rates of pay for the July 1, 2010 - June 30, 2011 year of this agreement shall be subject to wage re-opener negotiations that shall commence January 2011, and any negotiated wage improvements shall be retroactive to July 1, 2010.

Position	July 1, 2008 3%	July 1, 2009 0%	July 1, 2010 Re-opener
Lieutenant	88,109.16	88,109.16	Re-opener
Sergeant	85,047.55	85,047.55	Re-opener
PFC	75,325.40	75,325.40	Re-opener

SECTION 2. The following salary schedule shall apply to Patrolmen. The parties agree that rates of pay for the July 1, 2010 - June 30, 2011 year of this agreement shall be subject to wage re-opener negotiations that shall commence January 2011, and any negotiated wage improvements shall be retroactive to July 1, 2010.

Position	July 1, 2008	July 1, 2009	July 1, 2010
Patrolman 7	72,068.86	72,068.86	Re-opener
Patrolman 6	69,487.88	69,487.88	Re-opener
Patrolman 5	65,052.49	65,052.49	Re-opener
Patrolman 4	60,617.10	60,617.10	Re-opener
Patrolman 3	57,660.17	57,660.17	Re-opener
Patrolman 2	54,703.24	54,703.24	Re-opener
Patrolman 1	51,746.29	51,746.29	Re-opener

SECTION 3. Patrol Officers not at the maximum for their rank shall advance one (1) step each year on the anniversary date of their employment.

SECTION 4. Employees on the Department payroll as of July 1, 1997 and regularly scheduled to work a minimum forty (40) hour week, or in the case of Patrol Division a regular work day of eight (8) hours, shall in addition to their regular pay receive the following longevity payments in accordance with the steps of the office annually:

After Years of Service	**Payment**
4	$150.00
8	$300.00
12	$425.00
16	$550.00
20	$700.00

Longevity payments will be made in one (1) payment on the first payday following the anniversary date of the employee. The anniversary date for purposes of longevity pay shall be that date on which the employee was appointed. Only time and 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 July 1, 1997.

SECTION 5. Any employee assigned to an acting rank above his/her own for a period of more than seven (7) consecutive work days shall be paid at the rate equal that of the position in which the employee is acting.

If his/her present rate is equal to that rate, he/she will be paid one (1) step higher.

SECTION 6. Newly hired patrol officers will start at Step 1 and after satisfactory completion of the probationary period as set forth in Article 4 will advance to Step 2 on the salary schedule. Thereafter all such new employees will advance through remaining Steps, if any, in accordance with this Article. Movement to the rank Patrolmen First Class (PFC) shall be by a qualifying process established by the Police Commission and subject to the provisions of Article 21, Sections 2 and 3.

SECTION 7. The Town shall pay members of the bargaining unit on a weekly basis.

ARTICLE 16 - MANAGEMENT RIGHTS

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

(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, lay off, terminate or otherwise relieve employees from duty for lack of work or other legitimate reasons when it shall be in the best interest of the Town or the Department.

(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 ensure 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 of discriminating against its members. All work customarily performed by the employees of the bargaining unit shall continue to be so 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 Police Commission, Board of Selectmen and/ or First Selectman by virtue of statutory and charter provisions, and may not be subject to review or determination in any grievance or arbitration proceeding except insofar as the manner of exercising these rights violates a specific provision of this Agreement.

ARTICLE 17 - GENERAL PROVISIONS

SECTION 1. Clothing, watches, and eyeglasses damaged or destroyed in the line of duty shall be replaced or repaired by the Town. Such losses must be reported as soon as possible to the Shift Commander.

SECTION 2. The Town shall purchase liability insurance covering policemen sued for alleged false arrest and/or abuse of power. If there is an insurance coverage for assault and battery, the Town should provide it. If not, the Town shall provide for the defense of the individual officer. The Town will also be liable for all judgments and settlements in any lawsuits providing the officer is acting within the rules and regulations of the Simsbury Police Department.

SECTION 3. The Town shall designate one bulletin board on the premises of the police department for the purpose of posting notices concerning union business and activities.

SECTION 4. At least one member of the on-duty shift may attend monthly union meetings. This representative shall be selected by the Union with the agreement of the Shift Commander. At the Union's request one or more other members may also attend such meetings if staffing and work load requirements permit and the Shift Commander gives his/her approval.

SECTION 5. The Town shall furnish the Union with an up-to-date department seniority list for the bargaining unit, together with the classification and rate of pay of each such employee on the list. This list shall be given to the Union two (2) times per year in the months of February and October.

SECTION 6. Any police officer authorized in writing by the Chief of Police to enroll in a course given in a police school or college, upon his/her successful completion of said course with a grade of C- or better, shall be reimbursed by the Town for any money spent for tuition, books, fees, and equipment; further, books shall become the property of the officer. If the course runs for more than one semester, reimbursement shall be paid upon successful completion of a semester's work. It shall be the duty of the employee to use any state or federal funds available for tuition, books, fees, and equipment in order to eliminate or minimize expenditures by the Town for this purpose. Application for reimbursement shall be made within thirty (30) days after successful completion of said course.

SECTION 7. Any employee on the Department payroll as of July 1, 1997 and attending a school approved by the Chief of Police to attain a degree in Police Science or Police Administration shall, upon receiving credits toward either of these degrees, receive compensation at the following rate, to be paid within a reasonable time after the receipt of said credits, such compensation to be for all credits received by the employee to the end of June.

Credits	**Pay**
12	125.00
24	275.00
36	425.00
48	550.00
Upon receipt of an Associate Degree or when the employee has completed sixty (60) credits as part of a recognized continuous course of study leading to a bachelor degree as aforesaid	900.00
Ninety (90) credits	1,000.00
Bachelor degree	1,400.00

This section does not apply to employees hired into the Department after July 1, 1997.

SECTION 8. The Town shall develop and establish a policy for the designation of separate “smoking” and “non-smoking” patrol cars, or a policy prohibiting smoking in patrol cars altogether.

ARTICLE 18 - INSURANCE

SECTION 1. The Town will provide each employee who elects coverage with the following insurance:

(a) Employees will have the option of choosing one of the following medical insurance plans:

1. CIGNA Preferred Provider Organization hereinafter referred to as, CIGNA PPO, with revised benefit terms and service co-payments as set forth in Exhibit A, attached hereto.

2. Connecticare Health Maintenance Organization hereinafter referred to as Connecticare HMO, with revised benefit terms and service co-payments as set forth in Exhibit B, attached hereto.

Employees shall contribute fifteen percent (15%) of the medical insurance premium costs. The established payroll deduction system for the employees' co-payment of medical insurance shall remain the same.

(b) CIGNA Dental Plan, with employees paying fifteen percent (15%) for employee and dependent premium with the Town paying the remaining costs except as otherwise provided below.

(c) Life insurance in an amount equivalent to twice an employee's annual salary, with the Town to pay one hundred percent (100%) of the premium cost for that portion of the life insurance not to exceed five thousand dollars ($5,000.00), and to pay eighty percent (80%) of the premium charged for the insurance amount in excess of five thousand dollars ($5,000.00).

(d) Employees may participate in the Town's deferred compensation plan and in the Town of Simsbury pension plan. Any deferred compensation plan(s) made available to other Town employees shall be made available to all Police Officers. Effective January 1, 1994 the normal retirement age will be reduced to age 53. Administration of this plan shall not be subject to grievance or arbitration provisions of this Agreement. Employee contributions to the pension fund shall be made from each regular pay check.

(e) The Town shall provide long term disability coverage for employees, with the Town to pay one hundred percent (100%) of the premium.

SECTION 2. It is understood that medical insurance coverage may include mandated second opinions concerning surgery.

SECTION 3. The Town will fund an annual physical examination for each officer to an amount not to exceed $200.00 per employee payable to the physician upon receipt of a statement of charges. The Town may require the employee to release to the Town any information from such examination related to heart and/or hypertension conditions and the Town expects the employee to follow any program or regimen recommended by a physician to help alleviate or control such condition. This physical examination shall be at the option of the employee.

SECTION 4. If the Town desires to change the carrier or carriers for any insurance provided under this Agreement, it shall have the right to reopen negotiations concerning the identity of such carrier or carriers, but no such change will be made without agreement by both the Town and the Union.

ARTICLE 19 - MISCELLANEOUS

SECTION 1. The Town and the Union agree that if any provision of this Agreement is determined to be unlawful by a court, or state or federal administrative 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 a substitute provision shall be negotiated between the parties. The remaining provisions shall remain in full force and effect consistent with prevailing principles of contract interpretation.

SECTION 2. Under the provisions of this Agreement, there shall be no discrimination, coercion or intimidation of any kind by the Town or the Union against any employee or Union member as the case may be for any reason whatsoever, including marital status, age, race, creed, color, sex, religious belief or union activity or for any other reason set forth by law.

SECTION 3. The Town shall give each present employee and each employee subsequently hired a copy of this contract.

SECTION 4. Military leave for all regular full-time employees who are also members of the National Guard or Reserve Components of other military services of the United States shall be granted time off as deemed mandatory by their respective military units. During this leave the employee will be paid only that portion of his/her regular salary which will, together with the military pay, equal his/her normal salary for the same pay period. Normal full payroll deduction and Town contribution for insurance purposes shall be made by the Town to cover such periods, provided in no event will the Town make such payments for more than a two-week period.

SECTION 5. The Town shall endeavor to consult with the Union about work rules prior to their implementation, but this clause shall not require approval by the Union before they are put into effect unless they affect working conditions within the meaning of Chapter 113 et seq. as amended.

SECTION 6. Physical Fitness

A. For their own safety, that of their fellow officers, and that of the public, all employees must maintain themselves in reasonable physical condition.

B. In order to assist employees in maintaining their physical fitness, the Town and Union shall make available a physical fitness facility for all employees.

ARTICLE 20
PRIOR BENEFITS AND PRESERVATION OF RIGHTS

SECTION 1. Nothing in this Agreement shall be construed as abridging any prior rights, benefits or privileges that the employees of the Unit have enjoyed heretofore, except those specifically abridged or modified by this Agreement.

ARTICLE 21- PROMOTIONS

SECTION 1: Promotions to the rank of sergeant shall be made only after competitive examination. Appointments shall be based on the scores of such examinations. The Chief of Police shall select for promotion one of the top three highest scoring candidates. All results of

such examinations shall be posted. Such examinations shall include both written and oral portions, as well as an assessment of performance. The Chief of Police shall have the authority to determine the process by which such examinations are to be conducted.

SECTION 2. To be eligible for a promotion, an employee must move to Step 6 on the Patrol Officer Salary Schedule (Article, 15, Section 2) immediately prior to the cut-off date stated at the time of the announcement of the promotional examination.

SECTION 3. Effective July 1, 1987 the Town shall take the necessary steps to establish the rank of Patrolman First Class (PFC) based on a written examination process to be conducted annually. The examination process shall be approved by the Police Commission.

ARTICLE 22 - MEDICAL INSURANCE FOR RETIREES

SECTION 1. Officers hired before January 1, 2000, would, upon their retirement be eligible to receive medical insurance consisting of seventy-five (75) percent for individual coverage and fifty (50) percent for the coverage of a spouse in the Town provided PPO or HMO program until the officer reaches the age of sixty-five (65).

SECTION 2. Officers hired after January 1, 2000, would, upon their retirement be eligible to receive medical insurance consisting of seventy-five (75) percent for individual coverage in the Town-provided PPO or HMO program until the officer reaches the age of sixty-five (65).

SECTION 3.

To the extent relevant, both of the above programs as enumerated in Sections one (1) and two (2) will be covered by the following additional terms:

A. In the event that the officer becomes employed by a new employer after retiring from the Police Department and the new employer provides comparable benefits, the Town's obligation to provide medical benefits will cease. In the event that the retired Officer leaves the employment of a new employer and loses the medical benefits and/or the new employer ceases to provide comparable medical benefits, the medical benefits provided for in this Article shall be reinstated, provided that the Officer (a) provides proof of loss of the other coverage; and (b) requests reinstatement of the Town's coverage in a timely fashion. Every retired Officer has a responsibility to provide the Town with information regarding medical benefits offered to the retired Officer by a new employer. The Town reserves the right to make an annual inquiry of the retired Officer regarding said medical benefits offered to the retired Officer by a new employer.

B. In the event that the officer dies before the expiration of the benefit period, the benefit of the surviving spouse would remain available for the remaining portion of the benefit period.

C. In order for medical insurance to be received, the retiree must pay the appropriate premium differential so that, with the Town’s share, One Hundred (100) percent of the premium is accounted for.

ARTICLE 23 - PENSION

SECTION 1. The normal retirement date for all participants in the Town of Simsbury Police Retirement Plan shall be the earlier of Twenty Five (25) years of credited service or age Fifty Three (53). Effective January 1, 1996, the term final average earnings shall be amended as follows: Earnings: all W-2 earnings received from the employer capped at a maximum amount of Six (6) percent over base salary per year. Participants shall make pension contributions on all earnings as described above.

SECTION 2. The parties agree that there shall be a pension re-opener on January 1, 2012 at which time both sides shall enter into negotiations. If no agreement is reached within 120 days, any outstanding pension issues shall be submitted to binding interest arbitration or such forum as deemed appropriate by the State Board of Mediation and Arbitration.

ARTICLE 24 - DURATION

SECTION 1. This Agreement shall have an effective date of July 1, 2008, and an execution date or signing date as may be relevant in this Agreement as is set forth above the signatures affixed hereto, subject to any limitations imposed thereon by any and all lawful provisions and regulations of any economic controls in effect. The Town agrees to cooperate with the Union at no expense to the Town, in pursuing such interpretations or exceptions, either administratively or by litigation as may be permitted under federal economic controls.

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 understandings 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 that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically, referred to or covered in this Agreement even though such subject or 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 added to, subtracted from, altered; amended, or modified in any respect whatever except by a document signed on behalf of the parties hereto by their duly authorized officers and representatives.

SECTION 3. This Agreement shall remain in full force and effect until the 30th of June, 2011.

In witness whereof the parties have caused their names to be signed to this instrument on the ___ day of _____, 2009, said date to be deemed the signing or execution date.

SIGNED THIS ___ Day of _____, 2009.

FOR THE TOWN

_____
Mary Glassman, First Selectman

FOR THE UNION

_____
Gary Gray, President
IBPO, Local 458

REOPENER AGREEMENT 2010-2011
BETWEEN THE TOWN OF SIMSBURY
AND
THE INTERNATIONAL BROTHERHOOD OF POLICE
OFFICERS, LOCAL NO. 458

WHEREAS, the Town of Simsbury ("the Town") and The International Brotherhood of Police Officers, Local No. 458 ("Local No. 458") are parties (collectively, "the parties") to a collective bargaining agreement (the "Agreement") which was effective on July 1, 2008 and which expires on June 30, 2011; and

WHEREAS, Article 15, Section 2 of the Agreement provides that "the rates of pay for the July 1, 2010 – June 30, 2011 year of this agreement shall be subject to wage re-opener negotiations that shall commence on January 2011, and any negotiated wage improvements shall be retroactive to July 1, 2010"; and

WHEREAS, the parties have negotiated in good faith and reached an agreement concerning wage rates for the 2010 – 2011 fiscal year;

NOW, THEREFORE, the parties agree as follows:

1. Effective January 1, 2011 the wage rates of pay for all bargaining unit employees shall be increased by 2.25%. This pay increase shall be retroactive to July 1, 2010.

IN WITNESS WHEREOF the parties have caused their names to be signed to this instrument on the ___ day of _____, 2010, said date to be deemed the signing or execution date.

FOR THE TOWN	FOR THE UNION
_____	_____
Mary Glassman, First Selectman	Gary Gray, President IBPO, Local 458

TOWN OF SIMSBURY

PLAN DESIGN SUMMARY FOR IBPO LOCAL 458

Effective January 1, 2007

	CIGNA - OPEN ACCESS PLUS		CONNECTICARE - HMO
SUMMARY OF COVERED SERVICES	**In-Network**	**Out-of-Network**	In-Network Only
GATEKEEPER	No	No	No
ANNUAL DEDUCTIBLE/CAL. YR. Individual	None	$250	None
Family	None	$750	None
COINSURANCE Individual	None None	80/20% $1,500 including deductible.	None None
Family	None	$3,250 including deductible.	None
INPATIENT HOSPITAL SERVICES 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%
OUTPATIENT HOSPITAL SERVICES Operating and recovery room, surgeon's fees, lab and x-ray, dialysis, radiation and chemotherapy, etc.	$100 Copay	Deductible, coinsurance, out-of-pocket applicable.	$100 Copay
INPATIENT MENTAL AND SUBSTANCE ABUSE	$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.
EMERGENCY CARE 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.	$10 copayment.

TOWN OF SIMSBURY

PLAN DESIGN SUMMARY FOR IBPO LOCAL 458

Effective January 1, 2007

	CIGNA - OPEN ACCESS PLUS		CONNECTICARE - HMO
SUMMARY OF COVERED SERVICES	**In-Network**	**Out-of-Network**	In-Network Only
PHYSICIAN'S SERVICES Medical Care *(Clinical Indications of Illness)*	$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 max.	No copayment for injections, $5 copayment for office visits.
Well Child Care *(No Clinical Indications of Illness)*	$15 Copayment	Deductible, coinsurance, subject to O-O-P maximum.	$15 Copayment
Adult Physical Exams *(No Clinical Indications or History)*	$15 Copayment	Deductible, coinsurance, subject to O-O-P maximum.	$15 Copayment
Routine Mammography *(No Clinical Indications or History)*	No Copayment	Deductible, coinsurance, subject to O-O-P maximum.	No Copayment
Routine Gynecological *(No Clinical Indications or History)*	$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	$15 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:	**RxPrime** Generic: $5 Copay Brand Formulary: $10 Copay Brand Non-Formulary: $20 Copay Mail Order 2 x Retail	**RxPrime** Generic: $5 Copay Brand Formulary: $10 Copay Brand Non-Formulary: $20 Copay Must file claim form to be reimbursed.* Mail Order Not Covered	**Express Scripts** Tier I - Generic: $5 Copay Tier II - Brand - Formulary: $10 Copay** Tier III - Brand - Non-formulary: $20 Copay** Mail Order 2 x Retail
MATERNITY CARE (Prenatal and postnatal)	Paid in full, prenatal and post-partum ($15 copay for 1st visit to confirm	Deductible, coinsurance; subject to O-O-P maximum.	$15 copay initial visit only; remaining prenatal and post-partum in full.

TOWN OF SIMSBURY

PLAN DESIGN SUMMARY FOR IBPO LOCAL 458

Effective January 1, 2007

	CIGNA - OPEN ACCESS PLUS		CONNECTICARE - HMO
SUMMARY OF COVERED SERVICES	**In-Network**	**Out-of-Network**	In-Network Only
	pregnancy).		
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	Paid in full, subject to treatment plan.***	Deductible, coinsurance; subject to treatment plan.***	Paid in full up to 100 visits per year, subject to prior authorization.
HOSPICE CARE	100%, subject to UR***	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***	120 days per calendar year, deductible, coinsurance; subject to UR***	100% up to 90 days per calendar year.
ELIGIBILITY	Same	Same	Same
LIFETIME MAXIMUM BENEFIT	Unlimited	$2,050,000	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 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 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.