

**AGREEMENT**  
**BETWEEN**  
**THE TOWN OF SIMSBURY, CONNECTICUT**  
**AND**  
**AFSCME LOCAL 2945 OF COUNCIL 4, AFL-CIO**  
**SIMSBURY PUBLIC WORKS AND PARKS EMPLOYEES**

**Effective July 1, 2019**  
**Through**  
**June 30, 2023**

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## PREAMBLE

This agreement is made and entered into by and between the Town of Simsbury, Connecticut (hereinafter referred to as “the Town” or “the Employer”) and AFSCME Local 2945 of Council 4, AFL-CIO, Simsbury Public Works and Parks Employees (hereinafter referred to as “the Union”).

## ARTICLE I RECOGNITION

The Town hereby recognizes the Union as the exclusive collective bargaining agent for the unit consisting of all full and regular part time employees of the public works, parks and recreation department, excluding supervisors and all other employees excluded by the Municipal Employees Relations Act, C.G.S. Section 7-467a, et seq. The Union is the sole and exclusive representative of all said employees for purposes of collective bargaining with respect to wages, hours and other conditions of employment.

## ARTICLE II UNION SECURITY

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 from each weekly pay 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 III UNION BUSINESS LEAVE

SECTION 1. Two (2) members 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.

SECTION 3. Members of the Union, as may be designated by the Union, shall be granted leave from duty with full pay for Union business, such as attending labor conventions and educational

conferences, provided that the total leave for the bargaining unit for the purpose set forth in this section shall not exceed forty-eight (48) hours in any fiscal year.

Such hours are not cumulative from year to year. Union leave may be taken in increments of one (1) hour except in cases where the one (1) hour increment results in the effective loss of the employee for more than one (1) hour, in such event the employee will be charged with a four (4) hour increment. The Union shall endeavor to give as much advance notice as possible before such leave is taken.

SECTION 4. The Town shall, upon request of the new employee or the union, authorize a meeting of up to one hour between the new employee and an officer designated by the union for Union orientation.

#### ARTICLE IV PROBATIONARY PERIOD

SECTION 1. All new employees shall serve a probationary period of nine (9) months.

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 Town Manager and his/her Department Head regarding discipline or discharge.

SECTION 3. All employees after completion of the probationary period shall be credited with service as of the date they begin the probationary period.

#### ARTICLE V GRIEVANCE PROCEDURE

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 Town efficiency. No grievance settlement shall contravene the provisions of this Agreement.

SECTION 2. Definitions

A. A "grievance" is defined as any of the following:

- (a) dispute or disagreement arising out of discharge or suspension, or
- (b) a claim that there has been a misinterpretation or misapplication of a specific provision of this Agreement.

- B. "Days" are defined as working days.

### SECTION 3. Procedure

- A. 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 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 fifteen (15) working days of the event or condition giving rise thereto or within fifteen (15) working days of when the grievant knew or should have reasonably known of the event shall be deemed waived.
- B. The following remedies, except for grievances involving any dispute or disagreement arising or out of any discharge or suspension, shall be exhausted in order.

#### STEP 1

The aggrieved employee shall first notify his/her immediate supervisor and his/her Union representation of the nature and facts of the grievance within fifteen (15) working days after its occurrence. The immediate supervisor shall meet and discuss the grievance with the employee and the Union representative and notify the employee and the Union of his/her decision in writing within ten (10) working days after the employee notification.

#### STEP 2

If a satisfactory solution is not reached under Step 1 above, the employee or the Union shall submit the nature and facts of his/her grievance in writing to the Department Head within ten (10) working days of receipt or due date of the decision rendered at Step 1 above. After the Department Head receives such grievance, he/she shall meet as soon as practical and discuss the matter with the concerned parties and shall notify the employee and the Union of the decision in writing within ten (10) working days of the receipt of the grievance. If the employee's immediate supervisor is the Department Head, he or she proceeds to Step 3.

#### STEP 3

If the employee or the Union is not satisfied with the decision rendered by the Department Head, the employee or the Union shall submit the grievance in writing within ten (10) working days after the date of such decision, to the Town Manager. Within ten (10) working days after receipt of the grievance, the Town Manager shall meet with the employee and/or the Union, and such other persons as the Town Manager deems necessary for the discussion and settlement of the grievance. The Town Manager shall render a written resolution of the grievance within ten (10) working days of such meeting.

#### STEP 4

Grievances that cannot be settled by the Town Manager may be submitted to the Personnel Sub-Committee within ten (10) days of the decision of the Town Manager. The Personnel Sub-Committee shall hear the grievance within thirty (30) working days of its receipt of the grievance(s) and shall render its written decision within fifteen (15) working days after such hearing.

#### STEP 5

- a. If the Union is not satisfied with the decision rendered, it shall, within fourteen (14) days after the receipt of the decision of the Personnel Sub-Committee, submit the grievance to the State Board of Mediation and Arbitration in accordance with its rules and regulations 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.
- b. When mutually agreed to by the Town and the Union, grievances except those involving suspensions of three (3) days or more, demotions and terminations, may be settled through the process of expedited arbitration of the Connecticut State Board of Mediation and Arbitration.

#### 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. Meetings

If either of the parties participating in the grievance process desires to meet for the purpose of oral discussion, a meeting shall be requested and scheduled in accordance with time limits specified in Steps One, Two, and Three.

#### SECTION 6. 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 the 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 7. Time Limits

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each step is considered as a maximum. The time limit specified may, however, be extended by written agreement.

SECTION 8. Failure of the aggrieved at any step to appeal a grievance to the next step within the specified time limits is deemed to be acceptance of the last decision rendered by the Town.

### ARTICLE VI NO STRIKE/ NO LOCKOUT

The Union agrees that it will not call or support any strike, sympathy strike, slowdown, sick-in, or any other concerted refusal to render services to the Town during the term of this Agreement. The Town agrees it will not lock-out employees during the term of this Agreement.

### ARTICLE VII SICK LEAVE/FUNERAL LEAVE/FAMILY LEAVE/INJURY LEAVE/JURY LEAVE

SECTION 1. Employees may take sick leave for non- occupational illness or disability, on the following conditions:

- A. Amount of Sick Leave- 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. Employees shall begin accruing sick leave during the month of hire if the hire date is prior to or includes the 15th of the month. Employees shall begin accruing sick leave during the month following the month of hire if the hire date is after the 15th of the month.
- B. Notification of Illness – In order to be paid for sick leave, first shift employees must notify the department at least one (1) hour ahead of the time the employee is due to report for duty, unless otherwise specified by the department. Second shift employees must notify the department at least two (2) hours ahead of the time the employee is due to report for duty, except in extenuating circumstances.
- C. Use of Sick Leave – Sick leave shall not be considered a privilege to be used at any employee's discretion, but shall be allowed only in the following cases:

1. Personal illness or physical incapacity resulting from causes beyond the employee's control for which compensation is not payable under the terms of the Workers' Compensation Act of the State of Connecticut.
  2. Enforced quarantine of the employee in accordance with community health regulations.
  3. Family illness or physical incapacity for which an employee may apply up to five (5) paid sick leave days and may use up to an additional five (5) unpaid leave days. An employee may opt to use earned perfect attendance days and vacation days for family illness or incapacity. Use of sick leave for family illness applies to the employee's spouse, son/daughter, parent, or any other family member domiciled in their household.
  4. To meet medical or dental appointments when an employee has made reasonable efforts to secure appointments outside normal working hours, provided the department head is notified as least one (1) day in advance of the day on which the absence occurs. Employees will make reasonable efforts to schedule such appointments at the beginning or end of their scheduled shift. Employees are expected to report to work prior to their appointment and/or return to work following their appointment, time permitting.
- D. Employees utilizing sick leave shall call in and speak to a supervisor as close as possible to the beginning of their shift.
- E. Proof of Illness – The Town may require a doctor's certificate or other proof of illness after three (3) consecutive days of sick leave or in case of suspected abuse where the employee had been previously given written notice of the Town's concern. In any instance in which the Town requires medical examination of an employee by a physician selected by the Town, the Town shall pay the cost of such examination. Employees may be disciplined for frequent or habitual absence or for abuse of sick leave even though such absences do not equal or exceed the accrual set forth in Section 1.A of this Article.

## SECTION 2. Funeral Leave

Full-time employees shall be granted up to five (5) days off with pay to attend funeral services in the event of death in the immediate family (spouse, parent, child, step-child, or grandchild); up to three (3) days off with pay for death of a parent-in-law, sibling or grandparent; and one (1) day off for the death of the employee's sister-in-law, brother-in-law, niece, nephew, aunt or uncle. It is the intent of this article that funeral leave be taken from the date of death up to and including the date of the funeral. Funeral leave is not intended for memorial or related services that may be held at a future date; however, in the department head's sole discretion, this may be permitted for exigent circumstances. This leave is to cover time actually lost during the normal work week in making arrangements for or 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. Family and Medical Leave Act

Employees may be eligible for up to twelve (12) weeks annual unpaid leave for birth or adoption of a child, to care for a seriously ill parent, spouse or child or for serious illness of the employee in accordance with federal law. As part of the twelve (12) weeks allowed for leave under the law, employees must exhaust applicable paid time off which time off shall be credited toward the twelve (12) week allowance, except at the employee's option, he/she may save up to two (2) weeks of vacation and up to one (1) week of sick leave.

### SECTION 4. Injury Leave

Injury leave, as distinguished from sick leave, means paid leave given to an employee because the accident, injury or illness occurred while the employee was engaged in the performance of his/her duties.

The Town shall 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.

### SECTION 5. Jury Leave

The Town will pay the difference between jury duty pay received from the court and the regular straight time wages the employee would have otherwise received for a standard workday or week. Compensation shall be payable only if the employee gives the Town notice from the court indicating that they served either a half or full day and the appropriate compensation.

Employees who are excused from jury duty, prior to completing a full day, are expected to return to work. Depending on the circumstances, 2nd and 3rd shift employees may or may not be required to work while on jury duty.

Jury duty time off is considered as time worked in the computation of overtime.

### SECTION 6. Military Leave

The Town Manager grants Military Leave upon request for active duty in the National Guard or Armed Forces in accordance with the General Statutes of the State of Connecticut and applicable Federal law.

### SECTION 7. Earned Days for Perfect Attendance

Employees who have perfect attendance will earn one (1) day per calendar quarter plus one (1) additional day for perfect attendance for four (4) consecutive quarters. Perfect attendance means there are no absences due to sick leave; habitual tardiness (not approved by the supervisor); or

interruptions to work (unless supervisor grants approval to make up time lost). Workers' Compensation time, bereavement leave, jury duty, or military duty shall not count against perfect attendance. Perfect attendance days may be taken as earned or may accrue as additional vacation time and must be taken in the fiscal year following the year in which they were earned, or they will be lost. Earned days must be taken as either a half or a full day.

**SECTION 8. Personal Leaves of Absence**

The Town Manager upon recommendation of the department head, may grant leaves of absence when necessary, without pay, up to a maximum of sixty (60) working days. The Board of Selectman may grant unpaid leaves of absence for periods longer than two months. The Town shall continue insurance coverage during such period.

**ARTICLE VIII**  
**VACATION**

**SECTION 1.** The employee's anniversary of hire date shall be used to calculate vacation accrual.

Employees shall begin accruing vacation time during the month of hire if the hire date is prior to or includes the 15<sup>th</sup> of the month. Employees shall begin accruing vacation time during the month following the month of hire if the hire date is after the 15<sup>th</sup> of the month. Employees are not eligible to take vacation time during the first six months of employment.

<b>Length of Continuous Service</b>	<b>Vacation Leave Accrual per Month</b>	<b>Vacation Leave Accrual per Year</b>	<b>Maximum Accrual on November 1<sup>st</sup></b>
0 to 5 years	6.67 hours ≈ 0.83 days	80 hours ≈ 10 days	160 hours ≈ 20 days
6 to 10 years	10.00 hours ≈ 1.25 days	120 hours ≈ 15 days	200 hours ≈ 25 days
11 to 15 years	13.34 hours ≈ 1.66 days	160 hours ≈ 20 days	240 hours ≈ 30 days
16 years	14.00 hours ≈ 1.75 days	168 hours ≈ 21 days	248 hours ≈ 31 days
17 years	14.67 hours ≈ 1.83 days	176 hours ≈ 22 days	256 hours ≈ 32 days
18 years	15.34 hours ≈ 1.92 days	184 hours ≈ 23 days	264 hours ≈ 33 days
19 years	16.00 hours ≈ 2.00 days	192 hours ≈ 24 days	272 hours ≈ 34 days
20 years	16.67 hours ≈ 2.08 days	200 hours ≈ 25 days	280 hours ≈ 35 days
21 years	17.33 hours ≈ 2.16 days	208 hours ≈ 26 days	288 hours ≈ 36 days
22 years and above	18.00 hours ≈ 2.25 days	216 hours ≈ 27 days	296 hours ≈ 37 days

Effective June 30, 2016 part-time Employees shall not be entitled to vacation time or vacation pay.

SECTION 2. Credit Upon Termination

An employee shall be paid for accrued unused vacation time up to the maximum accrual allowed on November 1<sup>st</sup> upon separation from employment.

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

One-twelfth (1/12) 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 had remained on the payroll in his employment status (at the time of termination) through 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. Carry-over of Vacation

Eligible employees may accumulate from year to year a maximum of ten (10) earned vacation days in addition to his/her annual earned vacation leave as defined in the tables in Section 1. Any employee with a balance of vacation leave in excess of the maximum accrual amount on November 1<sup>st</sup> of each year shall forfeit said excess accrual amount. Employees seeking to make a vacation carryover request must do so in writing, have the request signed by their department head, and then forward the request to the Town Manager’s Office no later than October 15<sup>th</sup> for review and consideration. Vacation carryovers will only be granted for extenuating circumstances that prevented an employee from being able to use their leave during the past year.

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 for more than one (1) year and return shall be considered new employees.

SECTION 5. Advanced Vacation

No employee may take vacation time beyond the amount earned except in the most unusual circumstances. Requests for advanced vacation must be submitted by the employee to the Department Head in writing and are subject to approval by the Town Manager or his/her designee.

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

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

SECTION 8. Employees' choice of vacation schedule shall be granted wherever practicable. Absent some extraordinary reason, vacation leave requests shall be made at least during the prior work day. Seniority among bargaining unit members shall prevail in the selection of vacations up to a two (2) week period. The Department Head shall have the right to limit the number of employees who may be off simultaneously because of the operating requirements of the department, such as snow season for the Highway Department or summer for Park and Recreation. Such rights shall not be unnecessarily restrictive, however.

SECTION 9. 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.

SECTION 10. Observed holidays established by this contract are not considered in the computation of vacation credit as a part of the vacation time.

SECTION 11. Crediting Vacation Time to Sick Leave

In the event an employee's sick leave is exhausted, earned vacation time may be used.

ARTICLE IX  
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, Jr. Day	President's Day
Good Friday	Memorial Day	Independence Day
Labor Day	Veteran's Day	Thanksgiving Day
Friday following Thanksgiving	Christmas Eve Day	Christmas

In addition to the holidays listed above, there shall be one (1) additional floating holiday. Days off for such holidays shall be mutually agreed upon by the employee and supervisor. Such days off shall not be unreasonably denied.

SECTION 2. When a holiday falls on a Saturday, the preceding Friday shall be the day off, and when a holiday falls on a Sunday, the following Monday shall be the day off. Exceptions to this section shall be mutually agreed to.

SECTION 3. Bargaining unit employees who work on a designated holiday shall be paid at double (x2) the regular hourly rate plus the holiday pay.

SECTION 4. Whenever any 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. Attendance on Days Prior to and Immediately after a Holiday

Employees shall not be paid for holidays unless they work the last scheduled day prior to the holiday and the first scheduled day after the holiday unless such employees are on vacation or any other paid leave, or on leave authorized by the Town Manager or department head.

SECTION 6. Permanent part-time employees shall receive holiday pay based upon one-fifth of their average straight time weekly pay.

ARTICLE X  
UNIFORMS

SECTION 1. The Town shall provide replacement of uniform items which are worn out, torn, or otherwise in need of replacement. Employees are to take reasonable care of uniforms and all uniforms are to be clean and neat when worn in a manner appropriate to the work assignments being performed. Employees may not wear clothing of any kind with obscene language or logos that are inappropriate to the workplace.

SECTION 2. All employees-will be reimbursed for the cost of protective footwear meeting OSHA requirements up to a maximum amount per fiscal year as follows:

- Effective July 1, 2019: \$125;
- Effective July 1, 2021:\$180; and
- Effective July 1, 2022: \$200.

The employee is responsible for any amount above that allowance.

SECTION 3. The Town shall pay for prescription eyeglasses that are damaged while the employee is in the course of performing his/her responsibilities. The Town's maximum liability shall be limited to \$250.00 for eyeglasses.

SECTION 4. The following uniform provisions shall be granted to all bargaining unit employees annually. All clothing must be selected from a pre-approved list of items and be appropriate to the work assignment:

A)	Highway
Annually:	11 sets of shirts and pants with laundry cleaning service provided to each employee.
	Winter jackets purchased the first year for each employee, then reorder two (2) every third (3 <sup>rd</sup> ) year

	One (1) polo shirt or two (2) t-shirts; and two (2) sweatshirts.
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B)	All Custodians and Golf Course Staff
	Two hundred fifty dollars (\$250.00) for clothing allowance per year plus one (1) pair of shoes. Town purchases on an as-needed basis, and employees launder uniforms themselves. Management has the right to require collared shirts for night custodians.

C)	Parks and Recreation Department		
Annually:	5 sets of long- or short-sleeve shirts	5 pairs of pants	2 t-shirts
	1 pair coveralls, as needed	2 sweatshirts	1 winter coat or jacket
	1 summer coat or jacket (both initially when hired and replaced as needed)		

D)	Sewer Department		
Annually:	5 pair pants	5 long-sleeve shirts	2 pair safety shoes
	3 t-shirts	1 winter jacket (every other year)	
	1 light jacket (every other year)	All replacements by employee beyond annual purchase	Gloves as needed

ARTICLE XI  
SENIORITY/VACANCIES/LAYOFFS

SECTION 1. Seniority is defined as continuous service from the first day of employment. Whenever more than one (1) person begins employment in the Town 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, family leave, or uniformed service in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA).

SECTION 3. The purpose of seniority is to provide a declared policy of the right of preference as to lateral transfers, shift preference, 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. Promotions to vacant bargaining unit positions shall be made on the basis of qualifications, skill and ability. Qualified bargaining unit applicants for such positions shall be appointed over external candidates.

When qualifications, skill and ability are relatively equal among internal candidates, the senior applicant shall be promoted.

The Town shall bear the burden to demonstrate that there is a qualitative and quantitative difference between applicants concerning qualifications, skill and ability in order to sustain the promotion of a less senior employee.

SECTION 6. In the event there is a reduction in or a proposed reduction in the number of employees or work hours, the employee with the least seniority shall be laid off first. The Town shall notify the Union President and the least senior employee within the affected job title at least fourteen (14) calendar days before the effective date of the layoff.

SECTION 7. The order of layoff for employees covered by this Agreement shall be as follows:

- a. Temporary and seasonal employees;
- b. Probationary employees, part-time before full-time;
- c. Permanent part-time employees before regular full-time; and
- d. Within job title, full-time employees with the least seniority first.

An employee who receives such notice may elect within seven (7) calendar days thereafter to bump into a lower job title, provided that the employee has more seniority than the least senior employee in the lower job title and is qualified to perform the duties of that classification. The employee to be bumped shall have the same bumping rights to positions held by less senior employees in a lower job title provided all such bumping rights are exercised prior to the effective date of layoff. In no case shall a part-time employee bump a full-time employee.

SECTION 8. Employees who are laid off or bumped into a lower job title under this Article shall have recall rights as follows:

- a. The Department Head shall place the employee on a recall list.
- b. Employees who are bumped to a lower job title shall have recall rights to return to his/her former job title. When an employee is bumped to a lower job title, he/she shall be placed on the appropriate pay scale and step that represents the least reduction to the pay of the employee.
- c. For a period of twenty-four (24) months, the affected employee shall have the right to be recalled to the job title from which he/she was laid off, if a position should become vacant or be reinstated to a position in a lower job if qualified.
- d. No person shall be newly employed until all persons on the recall list have been notified by certified mail, and such persons either are offered re-employment for which he/she is qualified, or declined such re-employment offer. An employee who declines an offer of re-employment shall forfeit recall rights. If a person on recall fails to respond to a certified letter notifying the employee of a recall he/she shall forfeit recall rights.

ARTICLE XII  
CLASSIFICATION

SECTION 1. Classification of Positions

Positions that are substantially similar with respect to duties, responsibilities, authority and character of work are included within the same grade and the same schedule of compensation applies with equity under working conditions to all positions in the same grade. No new position shall be allocated to the grade without negotiations and agreement with the Union.

SECTION 2. Whenever the Town creates a new job classification or changes an existing job, the Town shall notify the Union. Within ten (10) days following receipt of such notice, the Union may request and negotiate concerning the appropriate pay rate for such new or changed classification. If the parties are unable to reach an agreement, the Union may submit a grievance through the grievance procedure as to what pay rate is appropriate. The Union may elect to process this grievance beginning with Step 2.

SECTION 3. Request for reclassification must be made by the employee to his/her department head between August 1 and August 31 of each year. The department head will make a recommendation to the Town Manager within thirty (30) calendar days. Within ninety (90) calendar days of receiving the request from the department head, the Town Manager or designee shall meet with the employee and/or the Union, conduct a reclassification review and analysis, and render a decision. If more than ninety (90) calendar days is needed to conduct the reclassification review and analysis, the timeframe may be extended upon mutual agreement of the Town and the Union. If the reclassification is granted, the change shall be retroactive to the date the request was received by the Town Manager's Office. Any disputes that are not resolved shall be settled at the Mediation and Arbitration level of the Grievance Procedure. The employee may make such request once annually for the same classification.

ARTICLE XIII  
HOURS, OVERTIME, COMPENSATORY TIME AND CONDITIONS OF EMPLOYMENT

SECTION 1. Hours of Employment

- A. Hourly Employees are compensated in accordance with the Compensation Article XVI. The regularly scheduled work week is as follows:

Highway and Sewer Department

7:00 a.m. to 3:30 p.m. Monday through Friday with one-half hour for lunch.

Parks Department

7:00 a.m. to 3:30 p.m. Monday through Friday with one-half hour for lunch. One second shift employee will have a start time between 1:30 p.m. and 3:30 p.m. and an end time between 9:30 p.m. and 11:30 p.m. depending on the start of the eight-hour shift needed for the seasonal job



responsibilities from October 1 to May 1, as determined by the Town in its sole discretion. Employees working alone for an entire dedicated eight hour shift may take their half-hour “paid” lunch at the end of the shift, provided that employees will be expected to “break” lunch in the event that they are needed to respond to work duties. This schedule shall be modified beginning two (2) weeks following the opening of the ice rink operation and continuing through the time the ice rink is in operation until two (2) weeks prior to the closing of the rink, when employees shall work in accordance with the hours of operation of the ice rink.

### Golf Department

6:00 a.m. to 2:30 p.m. Monday through Friday with one-half hour for lunch except for part-time and seasonal employees who are regularly scheduled for weekend work, provided that the hours shall be 6:30 a.m. to 3:00 p.m. Monday through Friday during the period of October 1 through April 15, unless otherwise mutually agreed by the parties.

### Custodians

7:00 a.m. to 3:30 p.m. Monday through Friday with one-half hour unpaid lunch.

There is one shift that works 6:30 a.m. to 3:00 p.m. with one half-hour unpaid lunch and two that work 3:00 p.m. to 11:00 p.m. with one-half hour paid lunch and one that works 8:00 a.m. to 4:00 p.m. with one-half hour paid lunch.

- B. Morning and afternoon breaks shall continue pursuant to current practice.
- C. The hours of work set forth above may be adjusted by mutual agreement of the Town and the Union.

### SECTION 2.

- A. Hours worked in excess of eight (8) hours per day or any hours worked on Saturday shall be paid at the rate of time and one-half (x1-1/2) the employee’s hourly rate. For employees whose regular work schedule includes Saturday, they shall receive time and one-half (x1-1/2) their regular hourly rate for hours worked on their sixth or seventh day.
- B. The premium rate for hours worked on Sunday or the employee’s seventh day for those regularly scheduled to work Sunday shall be paid double (x2) the rate of the employee’s regular hourly rate.

SECTION 3. 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 applicable premium rate of pay. If an “on-call” employee is required to respond to an issue that can be addressed remotely using a town-issued computer or town-issued mobile device, the employee will be paid for the work in one (1) hour increments.

#### SECTION 4.

- A. All overtime work shall be first offered to full-time employees then to part-time employees of the bargaining unit and they shall be given first preference for all such overtime work. If no member of the bargaining unit is available or willing to work, the Town may use non-bargaining unit employees.
- B. Overtime work shall be divided equally as far as practicable, by rotation on a seniority basis within the division and classification requiring the overtime, subject to the employee's classification and ability to perform the required work.
- C. An overtime list shall be posted quarterly on the Union bulletin board. All overtime hours worked shall be posted as well as a record of overtime hours refused.
- D. One full time bargaining unit employee will be offered Sunday overtime employment during the golfing season. The Golf Course Superintendent will be allowed to perform bargaining unit duties on Saturdays in accordance with current practice, but shall not be allowed to perform bargaining unit work on Sundays.

Any employee who refuses to perform overtime shall be charged a turn on the rotation list.

SECTION 5. Any overtime order in shall be by reverse order of seniority (least senior ordered in first) on the rotation list.

#### SECTION 6. Compensatory Time

Compensatory time is granted at the applicable premium rate. The decision to elect compensatory time in lieu of overtime pay is at election of the employee and such agreement must be made prior to the performance of the work.

A maximum of eighty (80) hours of compensatory time may be earned in each fiscal year; employees may carry over up to forty (40) hours of compensatory time from one fiscal year to the next.

- A. Requests for compensatory time off, which can be used in lieu of vacation time, will be granted by mutual agreement between the employee and his/her immediate supervisor, and shall not be unreasonably denied;
- B. An employee who has accrued compensatory time off shall, upon termination of employment, be paid for unused compensatory time at the applicable rate.

#### SECTION 7. Outside Employment

Employees of the bargaining unit recognize that their position with the Town is the employee's primary employment responsibility.

ARTICLE XIV  
INSURANCE

SECTION 1. The Town reserves the right to change insurance carriers provided that coverage under new plans is substantially equivalent to the 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 employee and dependent who elects coverage with the following insurance or its equivalent:

- a. A (1) Health Maintenance Organization (“HMO”) option as described in Exhibit C, or (2) a High Deductible Health Plan/Health Savings Account (“HDHP/HSA”) option as described in Exhibit C.

Both plans shall utilize (1) Cigna Pharmacy Management Essential Protection Drug Utilization Management Package; and (2) Health Matters Care Management (from Basic Low) to Preferred Model.

- b. Dental Coverage. The Town reserves the right to change dental insurance carriers provided that coverage under the new plan is substantially equivalent to coverage presently in effect including access to dental care providers, and further provided that the Union is notified of the proposed change at least thirty (30) days prior to implementation.
- c. Term Life Insurance coverage is available to full-time employees up to two times the employee’s base annual earnings, rounded to the next higher \$1,000. The first \$5,000 of coverage is paid by the Town (referred to as “basic coverage”). The employee may elect additional coverage of either one or two times their base annual earnings (minus the basic coverage) and are responsible for 20% of any additional coverage cost.
- d. Long-term disability benefit coverage (employee only) is available to full-time employees. Coverage shall be paid by the Town. An employee who meets the definition of disability and provisions of the LTD policy, as determined by the insurance company, may receive up to 60% of their pre-disability earnings (reduced by deductible income) for the duration that the employee remains disabled. As an insured product, benefits are paid by the insurer. A (180) calendar day waiting period beginning from the date of disability applies before benefits may commence.

Employment may terminate as of the date LTD benefits commence. At the sole discretion of the Town Manager, an extended leave of absence may be granted for extenuating circumstances not to exceed (180) calendar days.

Health, dental and vision benefits will terminate at the end of the month following end of employment or an approved extended leave of absence. Employees will be eligible for COBRA upon termination of coverage.

Life Insurance for employees on disability will terminate as of the date of termination or the end of an extended leave of absence.

- e. Employee Assistance Program. The Town shall offer members of the bargaining unit participation in the Child and Family Services Employee Assistance Program. The Town will fund the cost of the Child and Family Services EAP Program.

- f. Health Incentive Program

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

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

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.

The Town will also provide eligible family members coverage for any employee who elects such coverage under Section 2, paragraphs a, b, and e above.

- g. Employee Contributions

Current employee contribution to medical and dental insurance premium costs, for the coverage elected by the employees and their eligible dependents, shall be as follows:

- Employees shall contribute the following percentage of insurance premium costs of the HMO plan:
  - Effective July 1, 2019: nineteen percent (19%)
  - Effective June 30, 2020: twenty percent (20%)
- Employees participating in the HDHP/HSA option shall pay a fifteen percent (15%) insurance premium.

Part-time employees may join the group insurance plans except long-term disability, with the Town paying fifty percent (50%) of the premiums for the employees, not dependents, of those who choose to join. Dependents may be included in health insurance coverage with the employee paying one hundred percent (100%) of dependent's premium.

Employee contributions towards health, dental, and vision insurance shall be eligible for Section 125 deductions through weekly payroll deductions.

#### h. HSA Funding

For employees enrolled in the HDHP plan, the Town will fund into the employee's Health Savings Account (HSA) the following amounts towards the annual deductible based on the employee's level of coverage (i.e. 1 person, 2 person/family):

- Half of the \$2,000 or \$4,000 deductible based on the employee's level of coverage. The Town's contribution toward the deductible shall be made in two equal payments, in aggregate totaling 50% of the deductible: One payment will be made in July and the other in January.

The amount of the Town's contribution towards the deductible for new hires or employees that enroll in the HDHP plan due to a qualifying event or open enrollment will be prorated based upon the month that coverage in the plan begins. For example, if a new hire enrolls in the plan for single coverage on September 1, 2019, they would receive a pro-rated contribution from the Town for the fiscal year as follows: Annual town contribution amount, divided by twelve months, multiplied by ten months in the plan = total pro-rated contribution  $((\$1,000/12)*10) = \$833.33$ .

#### i. Credit for Declination of Health Care Coverage.

Full-time employees eligible to participate in the Town of Simsbury's health care plans who decline to participate will receive an annual credit of \$2,000 pro-rated and credited on a monthly basis, provided the employee can provide evidence on an annual basis of coverage by other health insurance. In the event that an employee experiences a qualifying event and seeks to enroll in the town's health care plans, and provided that the employee is otherwise eligible to participate in the plans, the credit will be discontinued beginning in the month the enrollment takes place. Employees electing to receive the credit may not participate in the town's health insurance pool through coverage of a spouse or family member. Employees purchasing health insurance through any state health insurance exchange are not eligible to participate in the program. The covered benefits are limited to health benefits only and do not include dental insurance benefits. Payments under this program shall not be retroactive and shall begin upon the effective date of this Agreement.

Employees who elect to retire and receive retirement plan benefits prior to attaining the age of sixty-two (62) may elect to opt out of the health insurance plan and receive a lump sum payment equivalent to \$1,000 for each full year and a prorated amount of \$1,000 for

each partial year until the employee attains the age of sixty-two (62), provided that the employee provides evidence of other health insurance at the time of retirement. An employee who declines health care under this provision may re-enter the health plan at age sixty-two (62), provided that the employee can demonstrate continuous health insurance coverage for the period the employee did not participate in the town's health insurance.

SECTION 3. The Town of Simsbury shall indemnify and save harmless employees pursuant to C.G.S. 7-465 for damages because of wrongful acts which result in personal injury, bodily harm or property damage caused by an occurrence and arising out of the performance of the employee's duties. The Town shall provide for the defense of the employee. The Town will also be liable for all judgments and settlements in any lawsuits providing the employee is acting within the scope of the law and regulation.

SECTION 4. During an employee's absence under the Town's disability plan or Workers' Compensation, the Town continues to pay the employee's fringe benefits. It is the employee's responsibility to continue payment for any contributory portion of benefits.

#### ARTICLE XV

#### PENSION PLAN/DEFERRED COMPENSATION/RETIREE HEALTH BENEFITS

##### SECTION 1. Pension Defined Benefit Plan

Employees in the bargaining unit who were hired prior to October 18, 2016 and who meet the eligibility requirements of the Town of Simsbury Retirement Income Plan, as amended and restated, effective as of July 1, 2015, and who participate in the Defined Benefit Plan as follows:

- A. Participant Contributions: Effective upon the execution of this Agreement, Participants shall increase their contributions to the Defined Benefit Pension Plan according to the following schedule and the pension plan shall be amended accordingly:
  - 1. Employees hired on or before September 4, 2013 shall:
    - a. Upon ratification, contribute 5.75% of their base wages.
    - b. Effective July 1, 2021, employees shall contribute 6.5% of their base wages.
    - c. Effective July 1, 2022, employees shall contribute 7% of their base wages.
  - 2. Employees hired after September 4, 2013 and prior to October 18, 2016 who elected to participate in the Defined Benefit Plan shall contribute seven percent (7%) of base wages.
- B. Participant Retirement Dates: The Defined Benefit Plan shall be amended to permit Participants to retire upon reaching the age of sixty-two (62), or when the Participant's age and Credited years of Service are equal to or greater than eight-five (85), without an early retirement penalty.

## SECTION 2. Defined Contribution Plan

Employees hired after October 18, 2016 shall participate in the Town of Simsbury's Defined Contribution Plan. Such employees are required to contribute five percent (5%) of base wages into the defined contribution plan. Employees have the option of contributing additional amounts into the plan up to the maximum amount allowable by law. The employer shall make matching contribution of seven percent (7%) at no cost to the employee. There shall be a rolling five (5) year vesting period for employer contributions, provided that all employer contributions shall vest upon the completion of the fifth year and thereafter.

## SECTION 3. Retiree Health Benefits

A. Employees who are retirement eligible and who retire (which shall be defined as separating from employment with the town and commencing receipt of retirement benefits under the town's Pension Plan, or separating from employment with the town after the employee's age and Credited Years of Service are equal to or greater than eighty-five (85)) before age 62, with at least a minimum of ten (10) years of continuous eligible service, have the option of remaining on the town's group health coverage at their own expense. Alternatively, an employee who retires before the age of 62 may elect to leave the health plan and re-enter the health plan upon attaining age 62. Employees who elect to leave the plan under this provision are entitled to a credit for declination of insurance as set forth in Article XIV, Section 2.h. Employees may not elect to leave the plan and re-enter the health plan except as provided above. At age 62, the town begins providing payment for a retired employee's health coverage provided the retired employee has never left the plan or re-enters the plan as provided above, and that coverage has not been discontinued for other reasons, and the retiree has at least a minimum of ten (10) years of continuous service. Upon reaching age 65, the town provides supplemental insurance coverage. Those retiring after 1/1/92 will pay twenty-five percent (25%) of the premium charged to the town. Retirees pay one hundred percent (100%) for spouse and dependents' coverage. For retirees enrolled in the HDHP plan, the Town will not make any payment or contribution towards the deductible for that plan.

### B. Contribution to Other Post Employment Benefits ("OPEB") Trust.

- i. Retirement eligible employees hired after October 18, 2016 shall contribute to the town's OPEB Trust for a period of 10 years, commencing on their date of hire, according to the following schedule:

From July 1, 2017 until the expiration of the 10 year period, two percent (2.0%) of base wages.

- ii. Employees hired on or before October 18, 2016 shall contribute to the town's OPEB Trust for a period of ten (10) years. Contributions shall be made according to the following schedule of percentages:

Effective July 1, 2017, two percent (2.0%) of base wages.

- iii. An employee with less than ten (10) years of retirement eligible service is not entitled to any retiree health benefit, and shall be refunded the employee's OPEB contributions if the employee's service with the Town is terminated. An employee with ten (10) years or more of retirement eligible service with the town as defined in Section 3A above 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.
- iv. Once the OPEB Trust is fully funded (as defined by the town's actuaries), the parties agree to negotiate a potential modification of the OPEB contributions.

SECTION 3. Retired Town employees have the option to remain on the Town's group dental coverage at their own expense and also pay for continuing dental coverage for spouse and dependents.

SECTION 4. Federal law requires that employers sponsoring group health insurance plans offer employees and their families the opportunity for continuation coverage at group rates in certain instances where coverage would otherwise end. An employee who loses medical or dental coverage as a result of a reduction in hours or termination of employment (other than gross misconduct) may receive continued coverage at their own expense for eighteen (18) months; the maximum coverage period is thirty-six (36) months for any other qualifying event.

SECTION 5. Deferred Compensation

All eligible employees may participate in the Deferred Compensation Plan in accordance with applicable federal and state laws.

ARTICLE XVI  
COMPENSATION

SECTION 1. Salary Rates

- A. The salary plan for full-time employees in Appendix A shows the hourly rates of compensation.
  - 1. Employees hired at the first step shall advance to the second step on the six month anniversary of hire, which shall become the "anniversary date" for compensation purposes. An employee shall be placed on the next higher step above his/her current salary, effective upon the employee's anniversary date.
  - 2. An employee shall advance one (1) step on his/her anniversary date, until an employee reaches the top step.
  - 3. Each step except the first step represents one (1) year of employment with the town.



- B. Effective and retroactive to July 1, 2019: all employees shall be paid at the new value of their current step as reflected in the revised Appendix A, with the differential between the new and the old value of that step payable retroactive to July 1, 2019. Employees shall continue to step according to the normal schedule of advancement set forth above.

Effective July 1, 2019: 2.25% increase  
Effective July 1, 2020: 2.35% increase  
Effective July 1, 2021: 2.35% increase  
Effective July 1, 2022: 2.25% increase

#### SECTION 2. Rate of Pay on Transfer or Demotion

When an employee is transferred from a position in one grade to a position in the same grade at the same level, he/she continues to be paid at the lower rate. When an employee is demoted to a lower grade which is closest, but not to exceed the former salary rate.

#### SECTION 3. Rate of Pay on Promotion

When an employee is promoted, his/her salary shall be in accordance with Appendix A on an appropriate step representing at least a five percent (5%) increase.

#### SECTION 4. Rate of Pay on Temporary Reassignment

Bargaining unit employees assigned to higher rated positions in bargaining unit for a period in excess of eight (8) consecutive hours shall be paid the higher rate. Temporary assignments shall not exceed thirty (30) days except by mutual agreement.

When bargaining unit employees are assigned to perform the duties and responsibilities of a supervisor, who is not a member of the bargaining unit, such bargaining unit employees shall be paid at the supervisor's rate of pay during the period he/she performs such supervisory duties. All such assignment of bargaining unit employees to perform the duties of a supervisor must be approved in advance and in writing by the Town Manager. If the supervisor's rate of pay is less than the bargaining unit employee's regular rate of pay, then the bargaining unit employee shall receive the higher rate.

#### SECTION 5. Authorized Leave

When absent because of authorized sick or vacation leave, each employee is paid at the regular rate.

#### SECTION 6. Reserve/Military Duty

Advance payment of salary is allowed to an employee called for Reserve Duty with the understanding that the employee will reimburse the Town the amount paid to him/her for Reserve Duty; such reimbursement amount is not to exceed the amount of advanced pay. The

employee must sign an agreement to reimburse the Town the amount of his/her military pay if he/she wishes the Town to provide his/her regular pay prior to his/her submission of a military pay voucher. Normal payroll deductions and Town contributions for insurance purposes are continued to cover such periods.

SECTION 7. Payroll Deductions

Payroll deductions are taken from salary as required by law or requested by the employee on a weekly basis. These include, but are not limited to:

- A. Employee Union/ Association Dues
- B. Pension and Deferred Compensation as noted in Sections 6.7 and 6.8
- C. Credit Union- Employees are eligible to join the Capitol Region Federal Credit Union and to request from the Finance Department that deductions be made from paychecks and automatically be deposited in their Credit Union accounts.
- D. And any other mutually agreeable payroll deductions.

SECTION 8. Employees shall be paid on a weekly basis. All employees hired after the ratification date of this agreement will be required to utilize direct deposit.

ARTICLE XVII  
DISCIPLINARY ACTION

SECTION 1. Disciplinary Action

No employee shall be disciplined without just cause. The employee is entitled to Union representation at any time he/she believes discipline may be issued.

Ordinarily, disciplinary action for full-time and permanent part-time employees is a four-stage process, except in the case of a serious offense. The Town Manager may depart from the following order or omit steps where warranted by the nature of the offense. The four stages are as follows:

- A. Oral Reprimand - The supervisor gives the employee a verbal warning for poor job performance. At this time, the supervisor outlines the specific problems and areas that need to change, and informs the employee of further disciplinary action in the case of continued poor performance. Oral reprimands are documented by the supervisor and placed in the employees personnel file with a copy to the employee and the Union.
  
- B. Formal Reprimand - The supervisor gives the employee a formal reprimand in writing and places it in the individual's personnel file. The written reprimand includes the date and description of the incident, reference to the personnel policy which is violated, and statement of further disciplinary action should the situation not improve, and is to be signed by the employee, with a copy given to the employee and the Union.

C. Suspension - The supervisor may remove the employee from his job and suspend him/her with or without pay with the signed approval of the Department Head and Town Manager for a period not to exceed thirty (30) days. A written memorandum outlines the circumstances leading to the suspension and set goals for improvement. It is reviewed with and signed by the employee and permanently placed in the employee's personal file with a copy to the employee and the Union.

D. Dismissal or Demotion - If previous discipline has not resulted in the required improvement, or when the misconduct is serious enough to warrant this action, the Town Manager may dismiss or demote the employee. The basis for dismissal or demotion is summarized in a letter of dismissal or demotion to the employee, with approval of the Department Head and the Town Manager with a copy of such action to the employee and the Union.

Prior to dismissal, an employee shall be granted a hearing before his/her supervisor and/or the Town Manager. The department head and/or the Town Manager will conduct a hearing within a reasonable time.

SECTION 2. 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 3. 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 4. The Union and Town agree that when a grievance has been resolved in the employee's favor, discipline shall be removed pursuant to F.O.I. regulations. If, for any reason, the chief record keeper refuses to grant destruction, said record shall be removed from the employee's file to a separate file and shall not be used for future discipline.

## ARTICLE XVIII GENERAL PROVISIONS

SECTION 1. No changes can be made to this contract without the consent of the bargaining unit.

SECTION 2. All prior rights and benefits not specifically mentioned in this contract shall remain in effect unless negotiated by the parties pursuant to the Municipal Employee Relations Act.

SECTION 3. The term of this contract is for four years effective July 1, 2019 to June 30, 2023.

SECTION 4. On-Call Duty

Highway crew leaders who are assigned to be on-call during the snow removal season and WPCA Operators who are assigned to be on-call shall be paid eight (8) hours of pay at the rate of

one and one-half (1 ½) times their regular rate of pay for each week of on-call duty and shall be further compensated for all hours worked as a result of on-call assignments in accordance with Article XIII, Section 3.

SECTION 5. The Town shall provide bulletin board space for the Union in designated areas for the posting of notices concerning Union business and activity.

SECTION 6. The Town shall give each employee a copy of this Agreement.

SECTION 7. 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 8. The Town shall supply the Union with a seniority list for the bargaining unit which includes classification and rates of pay as of July 1 of each year.

SECTION 9. 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 or her Union representative, may bring a discrimination complaint to the attention of the Town. The parties recognize that employees have remedies at law for such discrimination, and therefore no dispute under this section may be submitted to grievance arbitration.

SECTION 10. When the context so requires, the masculine gender shall include the feminine and the feminine shall include the masculine.

SECTION 11. 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 operation of the department. It is agreed that the Union business representative will report to the department head before talking to bargaining unit members.

SECTION 12. If there is any previously adopted personnel policy, rule or regulation of the Town which is in conflict with any provision of the Agreement, said Agreement provision shall prevail during the term of this Agreement.

SECTION 13. Upon the death of an employee all compensation due in accordance with this contract is paid to the estate of the employee, except for such sums as by law may be paid to the surviving spouse.

SECTION 14. Reimbursement for Courses/Training

The following are conditions to reimbursement by the Town for any course or training program:

- A. Request in writing to the Town Manager's Office stating the name of the course and cost, including the cost of required study materials.

- B. No more than two courses per year, up to a maximum benefit of \$3,000, unless the course or training is required by the Town.
- C. Course must be work-related or considered an asset to the job function.
- D. Course must be successfully completed for reimbursement, a 'C' level grade or above or certificate to prove completion.
- E. Reimbursement will be at the rate of 100%, not to include fees.

SECTION 15. Vehicle Use

The parties agree that the crew leaders of the Highway Department shall have use of Town-owned vehicles for transportation home and to work.

All other employees of the bargaining unit shall be compensated at the current I.R.S. reimbursement rate per mile for use of personal vehicles for any Town authorized duty or function.

SECTION 16. Maintainer Positions

An employee who has held the position of Maintainer I for at least five years shall be moved to Maintainer II, provided that (1) the employee "meets standards" on the employee's performance review; (2) the employee has demonstrated competence in all aspects of the Maintainer I position; and (3) the employee has had no disciplinary actions for the preceding three (3) years.

ARTICLE XIX  
MANAGEMENT RIGHTS

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

- A. To determine the organization and standards of each department or division and to manage such operations;
- B. To determine the methods and levels of care, maintenance and operation of equipment used for and on behalf of the purposes of the Town;
- C. To establish or continue policies, practices and procedures for the conduct of Town business, including personnel policies, and from time to time, to change or abolish such policies, practices and procedures;
- D. To establish, modify, or discontinue processes or operations.

- E. To establish new or improved methods, procedures, practices, technologies or facilities which the Town may deem to be in its best interest and/or advisable for efficiency of operations and to modify any job description to accommodate such new or improved methods, procedures, practices, technologies or facilities;
- F. To determine the standards of selection for employment, and to determine the number and types of employees required or desired to perform the Town's operations;
- G. To employ, direct, schedule, assign, appoint, discipline, dismiss, transfer, promote or demote employees, or to lay off, terminate or otherwise relieve employees from duty for lack of work, lack of funds or other legitimate reason in the best interest of the Town or any subdivision thereof;
- H. To establish, amend, abolish and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with Town requirements;
- I. To determine the content of job classifications and/or positions and to ensure that incidental duties connected with Town operations, whether enumerated in a job description or not, shall be performed by employees;
- J. To fulfill all of the Town's legal responsibilities.

ARTICLE XX  
JOB DESCRIPTIONS

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

ARTICLE XXI  
SAVINGS CLAUSE

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 XXII  
HEALTH, SAFETY AND PROTECTIVE CLOTHING

SECTION 1. The parties agree to establish a Safety Committee consisting of at least two (2) Union representatives and at least two (2) Management representatives (equal representation

shall be maintained). The Committee shall meet as necessary but no less than once every six (6) months.

SECTION 2. The Town shall provide, at no cost to the employee, flu shots in the winter. The Town shall also provide tetanus shots and poison ivy lotion at no cost to the employee.

SECTION 3. During emergencies, when employees are required to work for extended periods, employees shall not be required to work more than sixteen (16) consecutive hours. Such sixteen (16) hours period includes the employee's normal work period for such employee.

Each employee shall be granted a minimum four (4) hour rest period (after such sixteen (16) hour period) at the applicable premium rate, if the employee is required to return to service within the next eight (8) hour period following the sixteen (16) consecutive hours worked.

Employees shall be granted a one-half (1/2) hour paid break after each twelve (12) consecutive hours worked (including the employee's regular work period). Such one-half (1/2) hour break shall not constitute a break for defining a sixteen (16) hour consecutive work cycle.

Such breaks and rest periods shall continue for each successive twelve and/or sixteen hour work cycle as mentioned above.

SECTION 4. Subject to safety considerations, snow and ice removal or emergency overtime work will be offered to all available bargaining unit employees who are qualified to perform the job before outside sources may be used.

SECTION 5. CDL Examinations. Employees who operate CDL vehicles for the Town will be reimbursed up to \$150 per DOT physical. Employees will arrange to have their DOT physicals on their own time (which may include compensatory time off or vacation time). The employee is responsible for scheduling and maintaining a valid Medical Examiner's Certificate (B-328) and will be required to provide a copy of the B-328 Certificate to their Department Supervisor prior to reimbursement being issued.

### ARTICLE XXIII EMPLOYEE RIGHTS AND PRESENTATION

Employees have and shall be protected in the exercise of the right, without fear of penalty or reprisal, to join and assist the Union. The freedom of employees to assist the Union shall be recognized as extending to participation in the management of the Union and acting for the Union in the capacity of a Union officer or representative or otherwise.

### ARTICLE XXIV WORKING RULES AND DIRECTIVES

All copies of written working rules and written directives of the Town affecting the working conditions of the employees of the bargaining unit shall be provided to the Union by the Town.

Any changes in the rules or directive shall be negotiated with the Union to the extent required by law.

ARTICLE XXV  
DURATION OF AGREEMENT

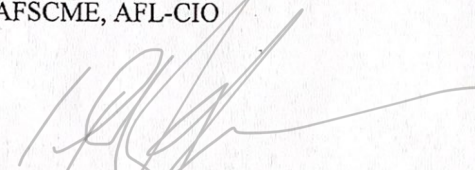
This Agreement shall take effect on July 1, 2019 and shall remain in effect until June 30, 2023.


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed this 11<sup>th</sup> day of January, 2021 by their duly authorized representatives.

TOWN OF SIMSBURY

LOCAL 2945 OF COUNCIL 4  
AFSCME, AFL-CIO

Maia E. Capiola  
Town Manager

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Bargaining Committee Member

  
\_\_\_\_\_  
Staff Representative, AFSCME Council 4



## Appendix A

### WAGE SCALE - Effective July 1, 2019 - 2.25%

		STEPS						
		1	2	3	4	5	6	7
GRADES	1	20.11	20.82	21.55	22.29	23.10	23.88	24.71
	2	20.99	21.72	22.51	23.28	24.09	24.94	25.81
	3	21.96	22.74	23.54	24.34	25.21	26.08	26.99
	4	22.94	23.76	24.57	25.43	26.33	27.22	28.17
	5	24.02	24.82	25.68	26.57	27.50	28.48	29.48
	6	25.06	25.94	26.86	27.78	28.75	29.76	30.81
	7	26.19	27.10	28.08	29.07	30.06	31.12	32.21
	8	27.40	28.33	29.32	30.37	31.41	32.53	33.67
	9	28.61	29.64	30.64	31.73	32.81	33.87	35.06
	10	29.92	30.97	32.06	33.18	34.32	35.51	36.75
Part-Time								
T1		17.83						
T2		20.83						

### WAGE SCALE - Effective July 1, 2020 - 2.35%

		STEPS						
		1	2	3	4	5	6	7
GRADES	1	20.58	21.31	22.05	22.81	23.64	24.44	25.29
	2	21.49	22.23	23.04	23.82	24.66	25.52	26.42
	3	22.47	23.27	24.09	24.91	25.80	26.69	27.63
	4	23.47	24.32	25.15	26.03	26.95	27.86	28.84
	5	24.58	25.40	26.28	27.20	28.15	29.15	30.17
	6	25.64	26.55	27.49	28.43	29.43	30.46	31.53
	7	26.80	27.74	28.74	29.75	30.77	31.85	32.96
	8	28.04	28.99	30.01	31.08	32.15	33.30	34.46
	9	29.28	30.33	31.36	32.48	33.59	34.67	35.88
	10	30.62	31.69	32.81	33.96	35.13	36.35	37.62
Part-Time								
T1		18.24						
T2		21.32						

**WAGE SCALE - Effective July 1, 2021 - 2.35%**

		STEPS						
		1	2	3	4	5	6	7
GRADES	1	21.07	21.81	22.57	23.35	24.20	25.01	25.89
	2	21.99	22.76	23.58	24.38	25.24	26.12	27.04
	3	23.00	23.82	24.66	25.49	26.41	27.32	28.28
	4	24.03	24.89	25.74	26.64	27.58	28.52	29.51
	5	25.16	26.00	26.90	27.84	28.81	29.84	30.88
	6	26.25	27.17	28.13	29.10	30.12	31.18	32.27
	7	27.43	28.39	29.42	30.45	31.49	32.60	33.74
	8	28.70	29.68	30.71	31.81	32.91	34.08	35.27
	9	29.97	31.04	32.09	33.24	34.37	35.48	36.73
	10	31.34	32.44	33.59	34.76	35.95	37.20	38.50

Part-Time

T1	18.67
T2	21.82

**WAGE SCALE - Effective July 1, 2022 - 2.25%**

		STEPS						
		1	2	3	4	5	6	7
GRADES	1	21.54	22.30	23.08	23.87	24.74	25.58	26.47
	2	22.49	23.27	24.11	24.93	25.80	26.71	27.65
	3	23.52	24.35	25.21	26.07	27.00	27.93	28.91
	4	24.57	25.45	26.32	27.24	28.20	29.16	30.18
	5	25.73	26.59	27.51	28.46	29.46	30.51	31.57
	6	26.84	27.78	28.77	29.75	30.80	31.88	33.00
	7	28.05	29.03	30.08	31.14	32.20	33.33	34.50
	8	29.35	30.34	31.40	32.53	33.65	34.85	36.07
	9	30.65	31.74	32.82	33.99	35.15	36.28	37.55
	10	32.05	33.17	34.34	35.54	36.76	38.04	39.37

Part-Time

T1	19.09
T2	22.31

APPENDIX B

<b>PUBLIC WORKS AND PARKS ASSOCIATION FULL-TIME POSITION SCHEDULE</b>	
<b>Grade</b>	<b>Job Title</b>
T4	Building Custodian II Landfill Attendant
T5	Laborer (Highway and Landfill) Golf Maintainer I Parks Maintainer I WPCF Plant Operator I
T6	Building Custodian III Golf Maintainer II Landfill Driver Maintenance Custodian Parks Maintainer II Painter Truck Driver
T7	Assistant Superintendent Golf Course WPCF Heavy Equipment Operator/Plant Operator II Heavy Equipment Operator Mechanic-Golf Course Mechanic-Highway Mechanic-Parks Mechanic-Truck Driver Parks Crew Leader WPCF Plant Mechanic WPCF Plant Mechanic/Equipment Operator WPCF Plant Operator II
T8	Building Custodian/Mechanical Maintenance Chief Processing Officer Landfill Supervisor Painter/Carpenter Senior Mechanic WPCF Plant Operator III
T9	Highway Crew Leader (Construction & Operations) WPCF Process Control Operator
T10	WPCF Operations Foreman Senior Crew Leader Shop Foreman
T1	Golf Maintainer
T2	Building Custodian II

**Town of Simsbury Benefit Comparison Chart**  
**AFSCME**

Benefit Provision		HMO	HDHP	
		In Network	In Network	Out of Network
1	<b>Deductible</b>	NA	Individual: \$2,000 / Family: \$4,000 Deductible costs you pay accumulate for all combined in and out of network benefits. All family members contribute to the family maximum. Pharmacy and medical expenses apply to the maximum.  Health Savings Account Contribution: The Town contributes 50% of the deductible requirement.	
2	<b>Out of Pocket Maximum</b>	Individual: \$6,350 Family: \$12,700 Only expenses for in-network costs apply. Copays apply to the maximum. Out of network costs do not apply to the maximum.	Individual: \$5,000 / Family: \$10,000 Out of pocket maximums accumulate for all combined in and out of network benefits. All family members contribute to the family maximum. Pharmacy and medical expenses apply to the maximum.	
3	<b>PCP Office Visit</b>	\$20 Copay per visit, then plan pays 100%	Plan pays 100% after deductible	Plan pays 80% after deductible
4	<b>Specialist Office Visit</b>	\$20 Copay per visit, then plan pays 100%	Plan pays 100% after deductible	Plan pays 80% after deductible
5	<b>Preventative Care</b>	No cost - Plan pays 100%	No cost - plan pays 100%	Plan pays 80% after deductible
6	<b>Pharmacy - Retail 30 day supply</b>	\$10/\$20/\$40 for Generic/preferred brand / non-preferred brand	\$10/\$20/\$40 for Generic/preferred brand / non-preferred brand after deductible	Retail - Plan pays 80% after deductible
7	<b>Pharmacy - Home Delivery &amp; Retail 90 day supply</b>	\$20/\$40/\$80 for Generic/preferred brand / non-preferred brand	\$20/\$40/\$80 for Generic/preferred brand / non-preferred brand after deductible	Not covered
8	<b>Second Surgical Opinion</b>	Plan pays 100%	Plan pays 100% after deductible	Plan pays 80% after deductible
9	<b>Surgery in Physician Office</b>	\$20 Copay per visit, then plan pays 100%	Plan pays 100% after deductible	Plan pays 80% after deductible
10	<b>Allergy Injections and Serum dispensed in the Physician Office</b>	Plan pays 100%	Plan pays 100% after deductible	Plan pays 80% after deductible
11	<b>Inpatient Hospital</b>	\$300 per admission copay , then plan pays 100%	Plan pays 100% after deductible including Lab & X-Ray and advanced radiology services as part of stay, maternity delivery facility charges	Plan pays 80% after deductible including Lab & X-Ray and advanced radiology services as part of stay maternity delivery facility charges

**Town of Simsbury Benefit Comparison Chart**  
**AFSCME**

Benefit Provision		HMO	HDHP	
		In Network	In Network	Out of Network
12	<b>Inpatient Hospital Physician Visit</b>	Plan pays 100%	Plan pays 100% after deductible	Plan pays 80% after deductible
13	<b>Inpatient Radiologists, Pathologist, Anesthesiologists</b>	Plan pays 100%	Plan pays 100% after deductible	Plan pays 80% after deductible
14	<b>Multiple Surgical Reduction</b>	Multiple surgeries in one session - payment reduced to 50% of least expensive procedure	Multiple surgeries in one session - payment reduced to 50% of least expensive procedure	
15	<b>Outpatient Facility Services</b>	\$150 per facility visit copay, then plan pays 100%	Plan pays 100% after deductible	Plan pays 80% after deductible
16	<b>Outpatient Radiologists, Pathologist, Anesthesiologists</b>	Plan pays 100%	Plan pays 100% after deductible	Plan pays 80% after deductible
17	<b>Short Term Pulmonary, Cognitive, Physical, Speech, Occupational, Cardiac, Chiropractic Care</b>	\$20 Copay per visit, then plan pays 100% - all services in this category accumulate subject to 90 day combined maximum per calendar year	Plan pays 100% after deductible; all services in this category accumulate subject to 90 day combined maximum per calendar year (in & out of network)	Plan pays 80% after deductible; all services in this category accumulate subject to 90 day combined maximum per calendar year (in & out of network)
18	<b>Home Health Care including Outpatient Private Duty Nursing</b>	Plan pays 100% limited to 16 hours per day and unlimited number of days	Plan pays 100% after deductible; limited to 16 hours per day (combined in & out of network)- unlimited number of days	Plan pays 80% after deductible; limited to 16 hours per day - (combined in & out of network) - unlimited number of days
19	<b>Skilled Nursing Facility, Rehabilitation Hospital, Sub-Acute Facility</b>	Plan pays 100% all services in this category accumulate subject to 120 day combined maximum per calendar year	Plan pays 100% after deductible; all services in this category accumulate subject to 120 day combined maximum per calendar year (in & out of network)	Plan pays 80% after deductible; all services in this category accumulate subject to 120 day combined maximum per calendar year (in & out of network)
20	<b>Durable Medical Equipment (DME)</b>	Plan pays 100%	Plan pays 100% after deductible	Plan pays 80% after deductible
21	<b>External Prosthetic Devices (EPA)</b>	Plan pays 100%	Plan pays 100% after deductible	Plan pays 80% after deductible
22	<b>Hearing Aids</b>	Covered for children under age 13 only. Plan pays 100%	Covered for children under age 13 only. Plan pays 100% after deductible	Covered for children under age 13 only. Plan pays 80% after deductible

**Town of Simsbury Benefit Comparison Chart**  
**AFSCME**

Benefit Provision	HMO	HDHP	
	In Network	In Network	Out of Network
23 <b>Routine Vision Exam</b>	Plan pays 100%. Limited to one exam every 12 months	Plan pays 100%. Limited to one exam every 12 months	Plan pays 80% after deductible Limited to one exam every 12 months
24 <b>Lab and X-Ray in Physician Office, Outpatient Facility and Independent Lab</b>	Plan pays 100%	Plan pays 100% after deductible	Plan pays 80% after deductible
25 <b>Emergency Room, Urgent Care &amp; Emergency Care</b>	<u>Emergency Room</u> - \$100 copay waived if admitted; <u>Urgent Care Facility</u> - \$25 copay <u>Emergency Care in physicians office</u> - \$20 copay; then plan pays 100%	Plan pays 100% after deductible, includes advanced radiology	Plan pays 100% after deductible includes advanced radiology
26 <b>Advanced Radiology (MRI, MRA, CAT, PET Scan)</b>	Plan pays 100%	Plan pays 100% after deductible for services provided in Physician Office, Outpatient Facility	Plan pays 80% after deductible for services provided in Physician Office, Outpatient Facility
27 <b>Ambulance (Emergency Only)</b>	Plan pays 100%	Plan pays 100% after deductible	Plan pays 100% after deductible
28 <b>Maternity</b>	<u>Initial visit and global OBGYN &amp; Specialist fee</u> - \$20 copay then plan pays 100% ; <u>Prenatal, postnatal, office visits, physician delivery charges</u> - plan pays 100%	Plan pays 100% after deductible includes initial, prenatal, postnatal, office visits, physician delivery charges, OBGYN and Specialist global fee	Plan pays 80% after deductible includes initial, prenatal, postnatal, office visits, physician delivery charges, OBGYN and Specialist global fee
29 <b>Hospice</b>	Plan pays 100% includes inpatient Hospital, outpatient, and other healthcare facilities	Plan pays 100% after deductible includes inpatient Hospital, outpatient, and other healthcare facilities	Plan pays 80% after deductible includes inpatient Hospital, outpatient, and other healthcare facilities
30 <b>Bereavement Counseling</b>	Plan pays 100% includes inpatient Hospital, outpatient, and other healthcare facilities	Plan pays 100% after deductible includes inpatient hospital, outpatient, and other healthcare facilities	Plan pays 80% after deductible includes inpatient hospital, outpatient, and other healthcare facilities
31 <b>Abortion (Elective and non-elective)</b>	<u>Physicians Office</u> - \$20 copay; <u>Inpatient Facility</u> - \$300 per admission copay; <u>Outpatient Facility</u> - \$150 copay; <u>professional services</u> - plan pays 100%	Plan pays 100% after deductible includes inpatient hospital, outpatient, physician office, and professional services	Plan pays 80% after deductible includes inpatient hospital, outpatient, physician office, and professional services

**Town of Simsbury Benefit Comparison Chart**  
**AFSCME**

Benefit Provision		HMO	HDHP	
		In Network	In Network	Out of Network
32	<b>Family Planning -Men</b>	Physician Services - \$20 copay; Inpatient Hospital - \$300 copay ; Outpatient Facility - \$150 copay; Professional services - plan pays 100%	Plan pays 100% after deductible includes inpatient hospital, outpatient, physician office, and professional services	Plan pays 80% after deductible includes inpatient hospital, outpatient, physician office, and professional services
33	<b>Family Planning - Women</b>	Plan pays 100%	No Cost - Plan pays 100% includes inpatient hospital, outpatient, physician office, and professional services	Plan pays 80% after deductible includes inpatient hospital, outpatient, physician office, and professional services
34	<b>Infertility - lifetime maximum does not apply</b>	Physician Services - \$20 copay; Inpatient Hospital - \$300 copay ; Outpatient Facility - \$150 copay; Professional services - plan pays 100% Includes Lab, radiology, counseling, surgical treatment, artificial insemination, in-vitro fertilization, GIFT, ZIFT	Plan pays 100% after deductible includes inpatient hospital, outpatient, physician office, and professional services. Includes Lab, radiology, counseling, surgical treatment, artificial insemination, in-vitro fertilization, GIFT, ZIFT	Plan pays 80% after deductible includes inpatient hospital, outpatient, physician office, and professional services. Includes Lab, radiology, counseling, surgical treatment, artificial insemination, in-vitro fertilization, GIFT, ZIFT
35	<b>Organ Transplants</b>	<u>Inpatient hospital</u> - \$300 copay per admission; <u>Inpatient professional services</u> - plan pays 100%	Plan pays 100% after deductible, includes inpatient hospital and professional services	Plan pays 80% after deductible, includes inpatient hospital and professional services
36	<b>Dental Care</b>	<u>Physicians Office</u> - \$20 copay; <u>Inpatient Facility</u> - \$300 per admission copay; <u>Outpatient Facility</u> - \$150 copay; <u>professional services</u> - plan pays 100% - Limited to charges for a continuous course of dental treatment within 6 months of an injuries to sound natural teeth	Plan pays 100% after deductible includes inpatient hospital, outpatient, physician office, and professional services. Limited to charges for a continuous course of dental treatment within 6 months of an injuries to sound natural teeth	Plan pays 80% after deductible includes inpatient hospital, outpatient, physician office, and professional services. Limited to charges for a continuous course of dental treatment within 6 months of an injuries to sound natural teeth
37	<b>Mental Health/Substance Abuse</b>	<u>Inpatient hospital</u> - \$300 copay per admission; <u>Outpatient</u> - \$20 copay outpatient physician office and facility charges	Plan pays 100% after deductible. Including inpatient, outpatient physician office and facility charges.	Plan pays 80% after deductible Including inpatient, outpatient physician office and facility charges

\* The CIGNA plan documents will govern the provisions of the policy in the event there is a discrepancy between this Comparison and the plan

Pharmacy Management Essential Protection Drug Utilization Management Package  
Health Matters Care Management (from Basic Low) to Preferred Model