



EMPLOYMENT AGREEMENT

BETWEEN

**THE TOWN OF SIMSBURY,
CONNECTICUT**

AND

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

July 1, 2022 – June 30, 2025

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PREAMBLE

This Agreement is made by and between the Town of Simsbury, Connecticut, hereinafter referred to as the Town, and UE Local 222, CILU/CIPU, CILU Local #41, hereinafter referred to as the Union, and is effective as of July 1, 2022 except as otherwise indicated.

ARTICLE 1. RECOGNITION

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

ARTICLE 2. UNION SECURITY

Section 1.

Each employee may become a member of the bargaining unit upon hire. A Union representative will be allowed to meet monthly with new dispatchers for thirty (30) minutes during working hours to review contract, provide union information and card signing.

Section 2.

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

**ARTICLE 3.
UNION BUSINESS LEAVE**

Section 1.

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

Section 2.

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

Section 3.

One (1) member of the Union, as may be designated by the Union, shall be granted leave from duty with full pay for Union business, such as attending labor conventions and educational conferences, provided that the total leave for the bargaining unit for the purpose set forth in this section shall not exceed an aggregate of three (3) working days in any fiscal year. Such leave shall be contingent upon a written request by the employee and approved by the Chief of Police upon reasonable notice in advance of the requested leave date and subject to the operating requirements of the Department.

**ARTICLE 4.
PROBATIONARY PERIOD**

Section 1.

All new employees shall serve a probationary period which shall not normally exceed 18 months, but will continue for no less than 12 months. During the probationary period, all new employees must also complete the CTO training.

Section 2.

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

Section 3.

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

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

Section 1. Purpose

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

Section 2. Definitions

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

Section 3. Procedure

- A. Any employee may use this grievance procedure with or without Union assistance.
- B. Both parties recognize the importance of prompt and expeditious processing of grievances. Therefore, each of the time limits provided herein shall be considered as a maximum, provided that any such time limit may be extended by mutual agreement. Failure to appeal a grievance within the designated time shall be considered acceptance of the last decision rendered. Failure to respond to appeal a grievance within the designated time shall be deemed a denial of the grievance and the grievant may immediately proceed to the next step of the procedure. Any

grievance not filed in writing within fifteen (15) calendar days of the event or condition giving rise thereto shall be deemed waived.

- C. The following remedies, except for grievances involving any dispute or disagreement arising or out of any discharge or suspension, shall be exhausted in order;

STEP 1 (Informal Step):

Any employee may submit a grievance to the Patrol Shift Supervisor as soon as possible but not later than three (3) calendar days following the event or condition giving rise to the grievance. The Patrol Shift Supervisor shall attempt informally to resolve the grievance. If the grievance is not resolved informally to the satisfaction of the employee within ten (10) calendar days, the employee shall submit the grievance in writing pursuant to the time limits specified in Step 1.

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 Communications Division Commander within ten (10) calendar days of receipt or due date of the decision rendered at Step 1 above. After the Communications Division Commander 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) calendar days of the receipt of the grievance. If the employee's immediate supervisor is the Communications Division Commander, he or she proceeds to Step 3.

STEP 3

If the employee or the Union is not satisfied with the decision rendered by the Communications Division Commander, the employee and/or his representative shall submit the grievance in writing to the Chief of Police within ten (10) calendar days after the date of the Commander's decision. Within ten (10) calendar days after receipt of the grievance, the Chief of Police shall meet with the employee and/or the Union, and such other persons as he/she deems necessary for the discussion and settlement of the grievance. The Chief of Police shall render a written resolution of the grievance within ten (10) calendar days of such meeting.

STEP 4

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

STEP 5

If the Union is not satisfied with the decision rendered, it shall, within thirty (30) calendar days after the receipt of the decision of the Police Commission submit the grievance to the State Board of Mediation and Arbitration in accordance with its rules and procedures. Only the Union shall have the right to appeal a grievance to arbitration hereunder. The decision rendered by the Arbitrator(s) shall be final and binding on both parties. The Arbitrator shall be bound by the provisions of this Agreement and shall have no power to add to, subtract from, or modify in any way the terms of this Agreement.

Section 4. Mediation

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

Section 5. Meetings

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

Section 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 3.

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 3. 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) calendar days, subject, however, to mutual extension of period for review if circumstances so require.

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

Section 7. Representation

Either party shall have the right to be represented by an attorney at any step in the grievance procedure after Step 1 (Informal Step).

Section 8. No Strike

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

**ARTICLE 6.
LEAVE**

Section 1. Sick Leave

Sick Leave shall be granted as follows:

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

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

- B. Effective July 1 of each year, full-time employees shall be eligible to accrue sick leave at a rate of one and three-quarters (1.75) days per month to a maximum of twenty-one (21) days per year for the duration of the contract term through June 30, 2025. 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. Except as required by law, part-time employees shall not be eligible for paid sick leave.

- C. Each member of the bargaining unit shall be entitled to one (1) personal day for each three (3) month period of consecutive regularly scheduled days worked without taking sick leave. A maximum of one (1) personal day may be carried over into the next fiscal year for cases where the employee may not have sufficient time in the current fiscal year to use said personal day. This request must be made in writing to the Chief of Police for approval by the Town Manager or his/her designee.

Section 2. Death in the Family

Full-time employees shall be allowed up to five (5) days off with pay up to and including the day after the funeral or other memorial services with approval of the Shift Supervisor for death in the immediate family (defined as mother, father, child/step-child, or spouse (residing in the home with the employee or in a long term care facility or similar facility). Three (3) days off with pay will be allowed up to and including the day after the funeral or other memorial services for an employee's sister, brother, grandparent, grandchild, mother-in-law, or father-in-law with approval of the Shift Supervisor. One (1) day off with pay will be allowed for attendance at the funeral or other memorial services of an employee's aunt, uncle, nephew, niece, sister-in-law, brother-in-law or spouse of the employee not residing in the home with the employee. 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 Chief's sole discretion, this may be permitted for exigent circumstances. Employees taking funeral leave will complete the Department's standard certification form. Nothing herein shall be deemed to prevent an employee from requesting an additional two (2) days of time off with pay (if the employee applies his/her vacation leave) in cases of extreme hardship or travel or without pay for attendance at a funeral not provided for herein, and such requests shall not be unreasonably denied.

Section 3. Family and Medical Leave

A. Employees shall be eligible for leave in accordance with the provisions of the federal Family and Medical Leave Act of 1993 as may be amended from time to time and in

accordance with the Town's FMLA policy. Requests for and inquiries concerning family and medical leave shall be submitted to the Town Manager's Office.

B. Return to Work Following an Authorized Family Medical Leave

- 1) Whenever possible, any eligible employee who takes a medical leave of absence pursuant to this Section shall provide the Town with a least two weeks advance notification of the date he or she intends to return to work. In order for an employee to return to work following an FMLA leave, the employee must provide a certification from the health care provider authorizing the employee's return. In the event the FMLA benefit has been exhausted but the medical leave extends beyond the FMLA period, or if modifications or restrictions are required in order for the employee to return to work, a separate return to work status form may be required. If the Town is unable to reasonably accommodate any required work modifications or restrictions, the employee's return to work may be delayed.
- 2) Upon the expiration of any leave taken pursuant to this Section, the employee shall be entitled to return to his/her original position from which the leave of absence was provided or, if not available, to an equivalent position with equivalent pay, benefits and terms and conditions of employment except that in the case of a medical leave, if the employee is medically unable to perform the employee's original job upon the expiration of such leave, the employer shall transfer such employee to work suitable to his/her physical condition where such work is available. The employee shall also be entitled to all accumulated seniority, retirement, fringe benefit and other service credits the employee had at the commencement of such leave. Employees shall continue to accrue seniority, retirement, other service credits during the period of the leave of absence.

C. Coordination With Other Leave Provisions

- 1) Any other leaves provided for in this Agreement which are also covered by the Federal Family and Medical Leave Act, as amended from time to time, shall be included in the entitlement provided by this section and shall not be in addition to such entitlement.
- 2) Employees shall exhaust all applicable accrued paid leave prior to requesting an unpaid leave of absence.
 - A) Available sick leave should be used and exhausted first.
 - B) Accrued vacation, compensatory time, or personal leave may be used in any order following the exhaustion of accrued sick leave.

An employee may elect to reserve five (5) days of vacation days and five (5) days of sick leave to be used after the conclusion of the leave.

Section 4. Workers' Compensation Leave

Workers' Compensation Leave, as distinguished from sick leave, means paid leave given to an employee because the accident or injury occurred while the employee was engaged in the performance of his/her duties. The Town may supplement for a period not to exceed six (6) months the payments made under Workers' Compensation Insurance so that the employee will receive his/her normal weekly pay for the period of time absent on injury leave. The employee must sign an agreement to reimburse the Town the amount of the Workers' Compensation pay if he/she wishes to be paid by the Town prior to submission of the Workers' Compensation pay voucher.

Health insurance will continue as long as the employee is receiving workers compensation, as required by law. Health insurance will continue for employees on an approved long term disability leave of absence, as long as the employee remains in an active status with the Town and has not been separated from service, resigned, or retired. Under these circumstances, the Town shall pay its share of the premium for the employee's health insurance; the employee is responsible for his or her cost share of their health insurance premium. Failure by the employee to pay the employee share of the cost of health insurance shall result in a disruption of health benefits subject to the rights of the employee to continue such coverage pursuant to COBRA.

**ARTICLE 7.
VACATION**

Section 1.

Employees shall begin accruing vacation time during the month of hire if the hire date is prior to or includes the 15th of the month. Employees shall begin accruing vacation time during the month following the month of hire if the hire date is after the 15th of the month. Employees are not eligible to take vacation time during the first six months of employment. Compensatory time is available for use upon accrual, in accordance with Article 11, Section 9.

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

Length of Continuous Service	Vacation Leave Accrual per Month	Vacation Leave Accrual per Year	Maximum Accrual on November 1st
Less than 1 year	Prorated	Prorated	Prorated
1 - 5 years	6.67 hours ≈ 0.83 days	80 hours ≈ 10 days	160 hours ≈ 20 days
5-10 years	10.00 hours ≈ 1.25 days	120 hours ≈ 15 days	200 hours ≈ 25 days
10-14 years	13.34 hours ≈ 1.67 days	160 hours ≈ 20 days	240 hours ≈ 30 days
15 years	14.00 hours ≈ 1.75 days	168 hours ≈ 21 days	248 hours ≈ 31 days
16 years	14.67 hours ≈ 1.83 days	176 hours ≈ 22 days	256 hours ≈ 32 days
17 years	15.34 hours ≈ 1.92 days	184 hours ≈ 23 days	264 hours ≈ 33 days
18 years	16.00 hours ≈ 2.00 days	192 hours ≈ 24 days	272 hours ≈ 34 days
19 years or more	16.67 hours ≈ 2.08 days	200 hours ≈ 25 days	280 hours ≈ 35 days

Part-time employees are not eligible for paid vacations.

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 table above. Any employee with a balance of vacation leave in excess of the maximum accrual amount on November 1st 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, and then forward the request to the Town Manager's Office no later than October 15th 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 2. Credit Upon Termination

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

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

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

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

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

Section 3. Payment of Salary in Lieu of Vacation

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

Section 4. Break in Service

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

Section 5. Advanced Vacation

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

Section 6. Sickness While on Vacation

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

Section 7. Advanced Vacation Pay

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

Section 8.

Employees' choice of vacation schedule shall be granted whenever practicable. Seniority among bargaining unit members shall prevail in the selection of vacation up to a two (2) week period. The Chief of Police shall have the right to limit the number of employees who may be off simultaneously because of the operating requirements of the department. No more than two (2) employees in this unit may be scheduled off for full week vacation at the same time. No more than two (2) employees may be scheduled off for vacation or compensatory leave for any 24-hour patrol sheet. Such rights shall not be unnecessarily restrictive, however.

Section 9.

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

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

Section 10.

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

**ARTICLE 8.
HOLIDAYS**

Section 1. Paid Holidays

The following holidays shall be observed by all permanent, full-time employees, and shall be granted with pay as outlined in this Article:

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

Section 2.

- A. Each employee shall be compensated with eight (8) hours of compensatory time for each of the observed holidays in Article 8, Section 1, regardless of whether or not the employee works the holiday.
- B. For each eight (8) hour shift that an employee works on one of the observed holidays in Article 8, Section 1, the employee shall receive the rate of compensation described in Article 8, Section 3 or 4, respectively.

Section 3.

Except as provided below, full-time and part-time employees, who are required to work on an observed holiday in Section 1 shall be paid at a rate of time and one-half.

Section 4.

Full-time employees shall be compensated at double his/her regular hourly rate on the following designated holidays:

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

**ARTICLE 9.
UNIFORMS**

Section 1.

Each newly appointed dispatcher will be provided, without cost to the employee, the following authorized uniform items:

- Three (3) pairs of uniform pants
- Three (3) short sleeve uniform shirts with patches
- Three (3) long sleeve uniform shirts with patches
- One (1) belt
- One (1) badge
- One (1) name plate
- One (1) sweater/light outer garment (e.g. fleece or Woolly Pulley) with nameplate or equivalent
- One (1) jacket with patches and nameplate or equivalent

The Chief of Police may authorize other optional uniform items that may be purchased at the expense of the employee or the Town (e.g. pins, flags, etc.).

Section 2.

The Town will provide replacement of uniform items when necessary due to normal wear and tear or non-negligent damage on duty. The replacement process will be such to allow the dispatcher to maintain the original number of issued items.

Section 3.

If an employee separates from employment with the Town for any reason, all uniform items shall be returned to the Town.

Section 4.

Uniform authorization and selection will consider, if available, clothing cuts (styles or shapes) and issuance according to the preference of the employee.

**ARTICLE 10.
SENIORITY**

Section 1.

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

Section 2.

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

Section 3.

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

Section 4.

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

Section 5.

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

Section 6.

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

Section 7.

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

**ARTICLE 11.
HOURS OF WORK**

Section 1.

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

Section 2.

The regular work schedule for members of the bargaining unit shall be maintained on the basis of five (5) consecutive days worked with two (2) days off, followed by five (5) consecutive days worked with three (3) days off, provided that each

employee shall be required to work no less than twenty (20) days in any thirty (30) day bid period and no less than sixty (60) days in any ninety (90) day bid period.

Shift assignments for dispatchers shall be determined by bidding every three (3) months according to seniority.

Section 3.

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

Section 4.

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

Section 5.

At the discretion of the Chief or his/her designee, an employee's regular shift may be changed with notice of seventy-two (72) hours for the purpose of temporary assignment or training.

Section 6.

All overtime work shall be first offered to regular full-time employees of the bargaining unit and they shall be given first preference for all such overtime work. If an employee signs up for overtime work and is assigned such overtime work, he/she shall be required to work the assignment. The Town shall have the right to order in employees to work overtime, with all members of the bargaining unit included.

To fill a vacant eight (8) hour shift that is known ninety-six (96) hours or greater before the vacancy, volunteers will be sought by sign up. The vacant shift will be assigned to a volunteer forty-eight (48) hours, within reason, prior to the vacant shift based on the least accumulated overtime hours available at the time of assignment. If there are no volunteers, the mandatory assignment process will occur.

To fill an eight (8) hour shift that is known less than ninety-six (96) hours before the vacancy, volunteers will be sought through a call-out procedure at the earliest convenience and volunteers will be assigned based on the least accumulated overtime hours available at the time of the assignment.

If there are no volunteers for a vacancy, the mandatory assignment process will occur. The vacancy will be filled by the least senior dispatcher working the shift immediately before the vacancy. If that dispatcher is not capable of working the vacancy shift [e.g. due to already working sixteen (16) hours in a row or an approved vacation/compensatory day], it will be filled by the least senior dispatcher working immediately after the vacancy. If the vacancy is still not filled, a police supervisor will order in a dispatcher based on least seniority.

Section 7.

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

Section 8.

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

Section 9.

In lieu of overtime compensation, full-time employees may elect compensatory time subject to the following provisions:

- A. A maximum of ninety (90) hours of compensatory time (sixty (60) hours of work at the overtime rate) may be accumulated; a maximum of eighty (80) hours of compensatory time may be carried over from one fiscal year to the next;
- B. Compensatory time off will have the same priority and be utilized the same way as vacation time;
- C. An employee who has accrued compensatory time off shall, upon termination of employment, be paid for unused compensatory time at the higher of either his/her regular final rate or the average regular rate received by such employee during the last three (3) years of employment.

Section 10.

Part-time dispatchers may be utilized, as available, to fill all shifts where the vacancy in such shift is known at least thirty-six (36) hours prior to the commencement

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

ARTICLE 12. INSURANCE

Section 1.

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

Section 2.

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

A. Health Insurance: (1) A Health Maintenance Organization option (HMO), which both include a prescription drug program with revised benefit terms, services and co-payments as set forth in Appendix B; or (2) a High Deductible Health Plan (HDHP) and a Healthcare Savings Account (HSA) option.

Both plans shall utilize (1) 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 coverage is available to full-time employees. Coverage shall be paid by the Town. Employees are required to file a long-term disability claim when eligible for coverage under the plan. 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 one hundred and eighty (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 one hundred and eighty (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 an Employee Assistance Program (EAP). The Town will fund the cost of the EAP.
- F. 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.

The Town will also provide eligible dependent coverage for any employee who elects such coverage under paragraphs A and B. Employees hired before July 1, 2005 shall contribute twenty percent (20%) of such premium costs for the HMO plan and corresponding dental coverage, and 15% of such premium costs for the HDHP plan and corresponding dental coverage effective June 30,

2025. Employees hired on or after July 1, 2005 shall contribute twenty percent (20%) of such premium costs for the full contract term for the HMO plan and corresponding dental coverage, and fifteen percent (15%) of such premium for the full contract term for the HDHP plan and corresponding dental coverage.

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

G. 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) for FY20, FY21, and FY22:

- 50% of the \$2,000 or \$4,000 deductible based on the employee's level of coverage. Two equal payments, in aggregate totaling 50% of the deductible, will be made once in July and once in January.
- Due to exigent circumstances, an employee may make a request to the Town to receive the Employer's July and/or January contribution(s) to the HSA account ahead of schedule, within a fiscal year. The Town will review such requests on a case-by-case basis. If such a request(s) is approved by the Town, the Town and the Union will not require a Memorandum of Agreement.

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 .

Section 3. Health Incentive Program

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

1. A one-time financial incentive payment of \$100 for participating in the wellness program. Participation in the program shall include participation in an onsite confidential health evaluation conducted by the wellness provider (to include provision, by the employee, of a medical history and participation in a blood pressure reading and a blood draw as determined by the wellness provider); and

2. In the second year of the program and all subsequent years covered by this agreement, for those employees who maintain participation in the wellness program and meet the employee-specific health goals established by the wellness program provider, a health care premium rate 2% lower than the applicable premium rate set forth in Article 12, Section 2 of this agreement.
- B. The Town shall not be provided with any employee-specific health, medical or genetic information by the wellness provider. Both the Town and the wellness provider shall comply with all federal and state laws, including but not limited to ADA, GINA, and HIPAA, prohibiting the unauthorized disclosure of employee medical and genetic information. The wellness provider shall be permitted to provide the Town with aggregate data designed to help the Town identify the health needs of the workforce, the need for specific health improvement programs and the measurable return the program offers to the Town and its employees.
 - C. Continuation of the program is contingent upon participation by a sufficiently large number of Town Employees as determined by the Town.

Section 4.

Employees who are retirement eligible and who retire before age sixty-two (62) with at least a minimum of ten (10) years of continuous eligible service, or at least a minimum of five (five) years of continuous eligible service for employees hired prior to October 19, 2020, have the option of remaining on the Town's group health coverage at their own expense. At age sixty-two (62), the Town begins providing ninety-five percent (95%) payment for a retired employee's health insurance premium provided coverage had not been discontinued, and the retiree has at least a minimum of ten (10) years of continuous eligible service, or at least a minimum of five (five) years of continuous eligible service for employees hired prior to October 19, 2020. The retired employee will pay five percent (5%) of the health insurance premium. Retired employees will pay one-hundred percent (100%) of the premium for spouse and dependent coverage. A retiree who elects to leave the plan may not reenter. If the insurance carrier rejects the continuance of any Simsbury retiree as a member of the group, the Town will not be held liable for continuing in any other manner. For retirees enrolled in the HDHP plan, the Town will not make any payment or contribution towards the deductible for that plan.

Upon reaching age sixty-five (65), retired employees may receive from the Town supplemental retiree insurance coverage as follows:

- A. For employees hired before July 1, 2009, the Town provides supplemental medical only insurance coverage (no dental). The Town provides payment of seventy-

five percent (75%) of the premium charged for such coverage, and the retired employee will pay twenty-five percent (25%) of the premium for such coverage. After notification of the employee's share of the premium, it is the employee's responsibility to make payment directly to the Town.

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

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

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

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

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

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

Employees hired after January 3, 2017 shall contribute 2% of compensation into the OPEB fund for a period of ten (10) years.

An employee is entitled to a one hundred percent refund of the employee's OPEB contributions under the following circumstances:

- An employee hired on or after October 19, 2020 separates from service for any reason with less than ten (10) years of continuous eligible service and is not entitled to a retiree medical benefit.
- An employee hired prior to October 19, 2020 separates from service for any reason with less than five (5) years of continuous eligible service and is not entitled to a retiree medical benefit.
- An employee is eligible for a retiree medical benefit and does not elect retiree medical coverage and/or is not entitled to a retiree medical benefit for any other reason.

Section 5.

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

Section 6. Retirement Plans.

A. Employees hired before January 3, 2017 shall participate in the Pension - Town of Simsbury General Government Employees' Retirement Income Plan (the "Pension Plan"), as amended and restated effective January 24, 2005, Section 2.19 (b), to reflect a normal retirement age of 62 after 25 years of service or age of 65 after 5 years of service.

Employee contributions to the Pension Plan shall increase from 6.5% to 7.0% according to the following schedule, and the Pension Plan shall be amended to reflect these increases:

- Effective July 1, 2022, employee contributions shall increase to 7.0%

C. Employees hired on or after January 3, 2017 shall not be entitled to participate in the Pension Plan. Such employees shall participate in the Town of Simsbury's Defined Contribution Plan and shall be 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.

**ARTICLE 13.
RATES OF PAY**

Section 1.

Salaries for the duration of the contract are reflected in Appendix A which is hereby incorporated as a part of this Agreement. Wage increases apply to all existing employees and any employee that has retired since July 1, 2022.

Section 2.

Employees shall be paid on a weekly basis, and all employees will be required to utilize direct deposit.

Section 3.

Employees who are not at the top step of their salary schedule shall advance one step on the wage schedule each year on their anniversary dates.

**ARTICLE 14.
DISCIPLINARY ACTION**

Section 1.

No employee shall be disciplined without just cause. Discipline may include but is not limited to verbal or written warning, suspension or dismissal consistent with the severity of the offense. All suspensions and discharges must be given to the employee at the time of the suspension or discharge.

Section 2.

The Union shall be notified by the Town, in writing, of any discipline (verbal warning or higher) within seventy-two (72) hours of the action.

Section 3.

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

Section 4.

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

Section 5.

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

Section 6.

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

**ARTICLE 15.
EDUCATION INCENTIVE**

Section 1.

Reimbursement for Courses

Employees shall be reimbursed for one hundred percent (100%) of the tuition cost of a course, not to include fees, subject to the following conditions:

- A. Request is made in writing to the Town Manager's Office stating the name of the course and cost, including the cost of required study materials.
- B. Prior approval is obtained from the Town Manager.
- C. No more than two (2) classes per employee per year may be approved, up to a maximum benefit of \$3,000. The Town Manager may waive this maximum when there are unexpended funds remaining in the tuition reimbursement account after all approved applications have been reimbursed.
- D. The course must be work-related or considered an asset to the job function (including but not limited to communication, Criminal Justice, Sociology, Psychology, Emergency Medical Technology, or Cardio- Pulmonary Resuscitation).
- E. To be eligible for reimbursement, the employee must successfully complete the course with a final grade of B or better.

Section 2. Required Courses

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

All employees who obtain the Emergency Medical Technician (EMT) and/or Paramedic Certification on their own time with their own funds shall receive an annual stipend of \$250.00.

ARTICLE 16.
GENERAL

Section 1.

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

Section 2.

Upon request of the Union, the Town shall give each employee a copy of this Agreement.

Section 3.

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

Section 4.

Upon request of the Union, the Town shall supply the Union with a seniority list for the bargaining unit which includes classification and rates of pay.

Section 5.

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

Section 6.

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

Section 7. Training.

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

Section 8.

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

Section 9.

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

Section 10.

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

Section 11.

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

Section 12.

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

**ARTICLE 17.
MANAGEMENT RIGHTS**

Section 1.

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

- A. To determine the care, maintenance and operation of equipment used for and on behalf of the purposes of the Town.
- B. To establish or continue policies, practices, and procedures for the conduct of Town business and, from time to time, to change or abolish such policies, practices, or procedures.
- C. To discontinue processes or operations or to discontinue their performance by employees.
- D. To select and to determine the number and types of employees required to perform the Town's operations.
- E. To employ, transfer, promote, demote employees, layoff, terminate, or otherwise relieve employees from duty for lack of work or other legitimate reasons when it shall be in the best interests of the Town or the department. In the event of a reduction in the number of employees, layoff shall be in inverse order of seniority and recall shall be by seniority.
- F. To prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the Town, provided such rules and regulations are made known in a reasonable manner to the employees affected by them.
- G. To insure that incidental duties connected with departmental operations, whether enumerated in job descriptions or not, shall be performed by employees.
- H. To establish contracts or subcontracts for municipal operations, provided that this right shall not be used for the purposes or intention of undermining the Union or discriminating against its members. All work customarily performed by the employees of the bargaining unit shall continue to be performed unless in the sole judgment of the Town it can be done more economically or expeditiously otherwise.

Section 2.

The above rights, responsibilities and prerogatives are inherent in the Board of Selectmen and Town Manager by virtue of statutory and charter provisions and are not

subject to delegation in whole or in part. Such rights may not be subject to review or determination in any grievance or arbitration proceeding, but the manner of exercise of such rights may be subject to the grievance procedure described in this Agreement.

**ARTICLE 18.
JOB DESCRIPTIONS**

Section 1.

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

**ARTICLE 19.
SAVINGS CLAUSE**

Section 1.

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

**ARTICLE 20.
DURATION OF AGREEMENT**

Section 1.

This agreement shall take effect on July 1, 2022 with respect to wages, and unless otherwise provided herein, upon signing with respect to all other articles, and shall remain in effect until June 30, 2025.

Section 2.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter within collective bargaining, and that the understanding arrived at after the exercise of that right are set forth in this Agreement. Therefore, the Town and the Union for the life of this Agreement, each voluntarily waives the right, and each agrees to that the other shall not be obligated, to bargain collectively with respect to any subject matter referred to or covered in this Agreement even though such subject or, with respect to any subject or matter not specifically referred to or covered in this Agreement, matter may not have been within

the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. It is further agreed that this Agreement may not and shall not be amended or modified in any respect whatever except by a document in writing signed on behalf of the parties hereto by their duly authorized officers and representatives.

IN WITNESS WHEREOF, the parties have caused their names to be signed to this instrument on the 24th day of January, 2023

FOR THE TOWN OF SIMSBURY

Maria E. Capriola

Maria E. Capriola
Town Manager
Duly Authorized

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

Susan Everest

Susan Everest
President

Sherry Bryant

Sherry Bryant
Field Organizer, United Electrical,
Radio and Machine Workers of America
(UE)

Appendix A

Rates of Pay - July 1, 2022 - June 30, 2023 (2.50%)

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Hourly	\$ 30.93	\$ 32.20	\$ 34.26	\$ 35.29	\$ 36.35	\$ 37.44
Annualized*	\$ 64,571.79	\$ 67,228.57	\$ 71,542.94	\$ 73,689.24	\$ 75,899.91	\$ 78,176.91

**Based on 261 days in the fiscal year*

Rates of Pay - July 1, 2023 - June 30, 2024 (2.50%)

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Hourly	\$ 31.70	\$ 33.00	\$ 35.12	\$ 36.17	\$ 37.26	\$ 38.38
Annualized*	\$ 65,932.49	\$ 68,645.26	\$ 73,050.55	\$ 75,242.08	\$ 77,499.33	\$ 79,824.32

**Based on 260 days in the fiscal year*

Rates of Pay - July 1, 2024 - June 30, 2025 (2.35%)

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Hourly	\$ 32.44	\$ 33.78	\$ 35.95	\$ 37.02	\$ 38.13	\$ 39.28
Annualized*	\$ 67,741.45	\$ 70,528.65	\$ 75,054.81	\$ 77,306.46	\$ 79,625.64	\$ 82,014.42

**Based on 261 days in the fiscal year*

Town of Simsbury Benefit Comparison Chart
Dispatchers

Benefit Provision	HMO	HDHP	
	In Network	In Network	Out of Network
1 Deductible	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 Out of Pocket Maximum	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 PCP Office Visit	\$20 Copay per visit, then plan pays 100%	Plan pays 100% after deductible	Plan pays 80% after deductible
4 Specialist Office Visit	\$20 Copay per visit, then plan pays 100%	Plan pays 100% after deductible	Plan pays 80% after deductible
5 Preventative Care	No cost - Plan pays 100%	No cost - plan pays 100%	Plan pays 80% after deductible
6 Pharmacy - Retail 30 day supply	\$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 Pharmacy - Home Delivery & Retail 90 day supply	\$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 Second Surgical Opinion	Plan pays 100%	Plan pays 100% after deductible	Plan pays 80% after deductible
9 Surgery in Physician Office	\$20 Copay per visit, then plan pays 100%	Plan pays 100% after deductible	Plan pays 80% after deductible
10 Allergy Injections and Serum dispensed in the Physician Office	Plan pays 100%	Plan pays 100% after deductible	Plan pays 80% after deductible
11 Inpatient Hospital	\$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
Dispatchers

Benefit Provision	HMO	HDHP	
	In Network	In Network	Out of Network
12 Inpatient Hospital Physician Visit	Plan pays 100%	Plan pays 100% after deductible	Plan pays 80% after deductible
13 Inpatient Radiologists, Pathologist, Anesthesiologists	Plan pays 100%	Plan pays 100% after deductible	Plan pays 80% after deductible
14 Multiple Surgical Reduction	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 Outpatient Facility Services	\$150 per facility visit copay, then plan pays 100%	Plan pays 100% after deductible	Plan pays 80% after deductible
16 Outpatient Radiologists, Pathologist, Anesthesiologists	Plan pays 100%	Plan pays 100% after deductible	Plan pays 80% after deductible
17 Short Term Pulmonary, Cognitive, Physical, Speech, Occupational, Cardiac, Chiropractic Care	\$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 Home Health Care including Outpatient Private Duty Nursing	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 Skilled Nursing Facility, Rehabilitation Hospital, Sub-Acute Facility	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 Durable Medical Equipment (DME)	Plan pays 100%	Plan pays 100% after deductible	Plan pays 80% after deductible
21 External Prosthetic Devices (EPA)	Plan pays 100%	Plan pays 100% after deductible	Plan pays 80% after deductible
22 Hearing Aids	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
Dispatchers

Benefit Provision	HMO	HDHP	
	In Network	In Network	Out of Network
23 Routine Vision Exam	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 Lab and X-Ray in Physician Office, Outpatient Facility and Independent Lab	Plan pays 100%	Plan pays 100% after deductible	Plan pays 80% after deductible
25 Emergency Room, Urgent Care & Emergency Care	<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 Advanced Radiology (MRI, MRA, CAT, PET Scan)	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 Ambulance (Emergency Only)	Plan pays 100%	Plan pays 100% after deductible	Plan pays 100% after deductible
28 Maternity	<u>Initial visit and global OBGYN & 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 Hospice	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 Bereavement Counseling	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 Abortion (Elective and non-elective)	<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
Dispatchers**

Benefit Provision	HMO	HDHP	
	In Network	In Network	Out of Network
32 Family Planning -Men	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 Family Planning - Women	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 Infertility - lifetime maximum does not apply	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 Organ Transplants	<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 Dental Care	<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 Mental Health/Substance Abuse	<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