

**AGREEMENT**

**BETWEEN**

**THE SIMSBURY ADMINISTRATIVE  
& PROFESSIONAL EMPLOYEES ASSOCIATION,  
CSEA, SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 2001**

**and**

**THE TOWN OF SIMSBURY**

**July 1, 2019 – June 30, 2023**

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## **PREAMBLE**

This Agreement is made and entered into by and between the Town of Simsbury (hereinafter referred to as “the Town” or “the Employer”) and the Simsbury Administrative and Professional Employees Association, CSEA, Service Employees International Union Local 2001 (hereinafter referred to as “the Union”).

## **ARTICLE 1 Recognition**

**SECTION 1.1** The Town of Simsbury recognizes The Simsbury Administrative & Professional Employees Association, CSEA, Service Employees International Union Local 2001 as the sole and exclusive bargaining agent for all full-time administrative and professional employees who occupy positions covered by this Agreement (see Appendix A for covered positions), excluding department heads, supervisors (except those set forth in the Appendix), members of the Police Department, and all others excluded by the Municipal Employee Relations Act (hereinafter referred to as “the Act”), for the purpose of bargaining with respect to wages, hours and other terms and conditions of employment as mandated by the Act.

**SECTION 1.2** The Town agrees to provide the Union with notice of any newly created or reclassified administrative or professional position. If there is any question as to which unit, if any, such new or reclassified position may belong, either the Town or the Union may file with the Connecticut State Board of Labor Relations a petition to determine whether the position or positions in issue properly belong in this bargaining unit.

## **ARTICLE 2 Appointments and Vacancies**

**SECTION 2.1** The Town shall electronically post notices of all newly established positions within the bargaining unit and notices of vacancies within the bargaining unit which it wishes to fill. Prior to any external posting, such notice will be posted internally to the bargaining unit for a period of five (5) business days and shall be provided by email to all bargaining unit employees. Such notice shall specify the title and salary range of the position, the nature of the work to be performed, the requisite qualifications, including experience for the position, and the closing date for receiving applications. Any employee who meets the minimum qualifications may submit his or her application to the Town.

**SECTION 2.2** Whenever the application of any bargaining unit member is rejected, the Town Manager, or designee, shall give written notice to the applicant of the reason of such rejection. The applicant may grieve such rejection.

If the matter is not resolved after Step 3 of the contractual grievance procedure, the Union may submit the issue to arbitration in accordance with the following:

- a. Within fifteen (15) days after the completion of Step 3, the Union shall give notice to the Town of its intent to pursue the issue to arbitration;
- b. Within seven (7) days of receipt of such notice, the parties shall select a neutral third party by mutual consent; and
- c. The neutral third party shall convene a hearing as soon as possible and shall issue a bench ruling. The neutral third party shall be limited to determining whether or not the grievant meets the minimum qualifications for the position. The parties shall share equally the cost of the neutral third party.

**SECTION 2.3** Appointments to vacant bargaining unit positions shall be made on the basis of qualifications, skill and ability, suitability, work experience and work record. Where an external is more qualified than an internal town candidate, the external candidate may be offered the position. Otherwise, the position shall be offered to the internal candidate. Where qualifications, skill and ability, suitability, work experience and work record are relatively equal among two or more internal bargaining unit applicants, seniority shall be the determining factor in appointment. Junior employees cannot grieve the selection of a more senior employee.

**SECTION 2.4 Probationary Period** - For securing the most effective adjustment of a newly hired individual and for determining that an employee's work meets required standards, all initial appointments are for a probationary period not to exceed twelve (12) months. In case of extended documented illness, the probationary period for a new employee may be extended to encompass twelve (12) months of actual work time.

Any bargaining unit member or member of another CSEA bargaining unit who has completed her or his regular probationary period in a position within the bargaining unit and who voluntarily transfers or is promoted to a different position either in the bargaining unit or in another CSEA bargaining unit shall serve a probationary period of up to four calendar months. If during this probationary period, the employee finds the new position unacceptable or the Town finds the employee unsuited to the new position, such employee shall be returned to the same or similar position which shall be at the same wage rate that the employee held before he/she was transferred or was promoted. During this period, the vacated position may be filled at the Town's discretion, on a temporary basis.

**SECTION 2.5 Evaluation of Performance** - During the probationary period, the department head shall submit quarterly reports to the Town Manager in writing, with a copy to the employee, evaluating the work of the employee. Upon successful completion of the probationary period, the employee shall be given written notice of such with a copy to the Union.

**SECTION 2.6 Dismissal** - During the initial probationary period, a department head may dismiss an employee with approval of the Town Manager. Dismissal during the probationary period shall be at the discretion of the Town in accordance with the Town Charter and may occur for no reason or for any reason including but not limited to demonstration of inability or unwillingness to perform the duties of the position, lack of dependability, habits which detract from job performance or incompatibility with the

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

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

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

**SECTION 2.8 Emergency Appointments** - The Town, to facilitate the carrying on of public business or avoid loss or serious inconvenience to the public, when an emergency arises which will not permit the appointment of eligible persons, may appoint any qualified person during such emergency for a period of not more than ninety (90) work days unless mutually agreed to otherwise.

Qualified bargaining unit employees shall have preference for such appointments.

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

**SECTION 2.9 Notification** - At the time of appointment or recall from a layoff, a letter signed by the Town Manager, or his/her designee, with a copy sent to the collective bargaining unit and the department head, will be prepared indicating the following:

- A. Rate of remuneration
- B. Hours of employment
- C. Flex-time schedule where applicable
- D. A copy of the job description of the position for which he or she has been hired.

### **ARTICLE 3 Classifications**

**SECTION 3.1 Classification of Positions** - All positions substantially similar with respect to duties, responsibilities, authority and character of work shall be included within the same grade and the same schedule of compensation shall apply with equity under like working conditions to all positions in the same grade. No new position shall be allocated to a grade without negotiations and agreement with the Union, although the Town may make a temporary allocation pending negotiations.

**SECTION 3.2** Whenever the Town creates a new job classification or changes an existing job, the Town shall notify the Union. Within seven (7) days following the receipt of the notice, the Union may request and negotiate concerning the appropriate

pay rate for such new or changed classification. If the parties are unable to reach an agreement, the Union may submit the issue to arbitration.

**SECTION 3.3 Reclassification** - Positions, the duties of which have been changed materially so as to necessitate reclassification, shall be allocated to a more appropriate grade, whether newly created or currently existing, in the manner set forth in Section 3.1 and 3.2 above.

**SECTION 3.4** Whenever an employee believes that his/her job consistently requires the performance of duties of a specific higher classification for a majority of the workday or if an individual's job has evolved over time to encompass additional duties, either the employee or the Union may request a hearing before the Town Manager relative to reclassification of the position in a manner consistent with the provisions of Section 3.1 above. Within ninety (90) calendar days of receiving the request, the Town Manager or designee shall meet with the employee and 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 was granted, the change shall be retroactive to the date the request was received by the Town Manager's Office. If the matter remains unresolved following the decision of the Town Manager or designee, the matter may be pursued through the contractual grievance and arbitration procedures. Requests in accordance with this provision may not be made more than once in a two-year period regarding a specific position.

## **ARTICLE 4 Wages and Compensation**

### **SECTION 4.1**

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

**B. Wage Increases**

1. Effective July 1, 2019, the rates of pay for all bargaining unit employees shall be increased by 2.25%.
2. Effective July 1, 2020, the rates of pay for all bargaining unit employees shall be increased by 2.35%.
3. Effective July 1, 2021, the rates of pay for all bargaining unit employees shall be increased by 2.35%.
4. Effective July 1, 2022, the rates of pay for all bargaining unit employees shall be increased by 2.25%.

The negotiated general wage increases shall apply retroactively for (1) employees on the payroll at the time of the ratification; (2) any employee who retired prior to the ratification; and (3) and employees who voluntarily resigned with five (5) or more years of service with the Town.

C. **Step Movement** Employees shall receive applicable step increases retroactive to their anniversary date except in the event they have received an unsatisfactory job performance rating for that year in accordance with Appendix B.

**SECTION 4.2 Starting Rate on Return from Military Service** - Any employee who leaves the Town service to enter the Armed Forces shall be reinstated to the extent required by state and federal law.

**SECTION 4.3 Rate of Pay on Transfer or Demotion** - When an employee is transferred from a position in one grade to a position in the same grade at the same level, he/she continues to be paid at the same rate. When an employee is demoted to a lower grade, his/her salary is set at a rate in a lower grade which is closest to, but does not exceed the former salary rate.

**SECTION 4.4 Rate of Pay on Promotion** - When an employee is promoted, his/her rate of pay shall be in accordance with Appendix B on an appropriate step representing at least a five percent (5%) increase.

**SECTION 4.5 Reserve Duty** - Advance payment of salary is allowed to an employee called for Reserve Duty with the understanding that the employee will reimburse the Town the amount paid to him/her for Reserve Duty; such reimbursement amount is not to exceed the amount of advanced pay. The employee must sign an agreement to reimburse the Town the amount of his/her military pay if he/she wishes the Town to provide his regular pay prior to his/her submission of a military pay voucher. Normal payroll deductions and Town contributions for insurance purposes are continued to cover such periods.

**SECTION 4.6 Payment** - Employees shall be paid on a weekly basis, and all employees will be required to utilize direct deposit.

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

**SECTION 4.8 Absence Without Leave** – An employee absent without authorized leave shall forfeit his or her pay for the entire duration of such absence and will be subject to disciplinary action up to and including dismissal.

**SECTION 4.9 Payroll Deductions** - Credit Union - Employees are eligible to join the Dutch Point Credit Union and to request from the Finance Department that deductions be made from paychecks and automatically be deposited in their Credit Union accounts.

#### **SECTION 4.10 Rate of Pay on Recall**

- A. When an employee is recalled from layoff to a position in the same grade as the employee held prior to layoff, the employee shall be paid at the rate for the step the employee held prior to being laid off.
- B. When an employee is recalled from layoff to a position in a grade higher than the employee held prior to layoff, the employee shall be paid at the same step the employee held in the lower class in the higher classification.
- C. When an employee is recalled from layoff to a position in a grade lower than the employee held prior to layoff, the employee shall be paid as if demoted to the lower grade from the step the employee held prior to being laid off.

#### **SECTION 4.11 Entrance Salary Rate.**

Under normal circumstances, the hiring rate of pay for a position shall be offered for recruitment purposes and shall normally be paid upon appointment to the position. Notwithstanding the above, upon consent of the Union, which shall not be unreasonably withheld, the Town Manager may approve initial compensation at a rate higher than the minimum rate of pay for the position and/or additional vacation higher than the minimum vacation rate in light of the factors listed below:

- A. The applicant has significant experience and education relevant to the position;
- B. The qualifications of the applicant are outstanding in relation to those of competing applicants;
- C. The applicant's employment cannot be obtained at the minimum rate;
- D. The qualifications of the applicant are substantially in excess of the requirements of the class;
- E. There is a shortage of qualified applicants available at the minimum rate of pay.
- F. The pay rates of existing employees in comparable positions.

### **ARTICLE 5 Hours and Conditions of Employment**

**SECTION 5.1 Attendance** - All departments shall maintain weekly attendance records for all employees.

**SECTION 5.2 Exempt and Non-exempt Employees** – Employees in salary grade A-6 and above shall be considered exempt employees under applicable state and federal law, and employees in salary grade A-5 and below shall be considered to be



non-exempt employees. Exempt and Non-Exempt status of each classification will be noted in Appendix A of this Agreement.

### **SECTION 5.3 Hours of Work**

- A. The normal work week for full-time employees located at Eno Memorial Hall and Town Hall (with the exception of the Information Technology, Finance and Police Departments) shall consist of 35 hours per week as follows: nine and a half (9.5) hours on Monday, seven (7) hours Tuesday through Thursday and four and a half (4.5) hours on Friday.
- B. The normal work week for full-time employees in the Information Technology Department and Finance Department shall consist of 40 hours per weeks as follows: ten and a half (10.5) hours on Monday, eight (8) hours Tuesday through Thursday and five and a half (5.5) hours on Friday.
- C. The normal work week for full-time employees in the Police Department shall consist of 35 hours, 7 hours per day.
- D. The normal work week for full-time employees in the Culture, Parks and Recreation Department (with the exception of the Golf Course Superintendent) shall consist of 35 hours per week, 7 hours per day. The normal work week for the Golf Course Superintendent shall consist of 40 hours per week, 8 hours per day.
- E. The normal work week for full-time employees in the Department of Public Works and Water Pollution Control Authority shall consist of 40 hours per week, 8 hours per day.
- F. The normal work week for full-time employees at the Library shall consist of 35 hours per week, 7 hours per day.
- G. The normal work week shall consist of five (5) consecutive days consistent with current practice.

**SECTION 5.4 Flex Time** – Exempt employees may be permitted to flex their schedule upon approval of their Department Director. Exempt employees are not required to track or report their hours of work.

Non-exempt employees may, upon approval of their Department Director, flex their schedule in order to accommodate programs/work obligations that occur in the evenings or on the weekends.

Employees who use flex time shall work a minimum of their approved hours.

**SECTION 5.5 Payment for Hours Worked and Overtime** - Non-exempt employees shall be paid their regular straight time hourly rate for all hours worked in any work week up to forty (40) hours per week. With the approval of the employee's immediate supervisor, full-time employees regularly working 35 hours per week, may

accrue hour for hour compensatory time in lieu of straight time pay for hours worked above thirty-five (35) in one week and up to forty (40) hours in one week. Employees shall be paid at a rate of time and one-half for all hours actually worked in the work week in excess of forty (40) hours, or with their supervisor's approval, may accrue comp time at a rate of one and a half times (1 ½) their rate of pay in lieu of overtime pay.

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

**SECTION 5.6 Compensatory Time** - In lieu of overtime compensation, compensatory time off will be offered to non-exempt employees at the rate of time and one-half subject to the following provisions:

- A. A maximum of seventy (70) hours of compensatory time for 35 hour per week employees and a maximum of eighty (80) hours of compensatory time for 40 hour per week employees may be earned and accumulated in each fiscal year and must be used by the employee within the same fiscal year in which the compensatory time was earned, otherwise the time will be paid out to the employee.
- B. Requests to utilize earned compensatory time shall be made by the employee to their supervisor in accordance with the Town's leave request practices.
- C. Upon termination of employment, all unused compensatory time shall be paid out to the employee at their current rate of pay.

**SECTION 5.7 Job Sharing** - Employees may submit proposals for job sharing agreements. Such agreements are subject to approval by the Town and the Union.

**SECTION 5.8 Exempt Employees-Extraordinary Circumstances** – Employees in salary grade A-6 and above shall be considered exempt employees under applicable state and federal law and are not required to track or report their hours of work.

The Town and the Union recognize that there are extraordinary circumstances, including but not limited to circumstances declared as Emergencies by the Town, where certain exempt employees perform well above and beyond their regular position requirements. When the Director determines that an employee has performed above and beyond position requirements, the Director and the affected employee shall meet to discuss the employee's option of either accruing additional paid time off above and beyond any other time off provided for in this agreement, or being paid additional compensation. The Director will then forward a recommendation to the Town Manager for review and consideration. The decision to grant a bonus shall be in the sole discretion of the Town Manager and may not be grieved by the employee or the Union. Alternatively, the employee may elect to receive the bonus in a cash payment equal to the value of the additional PTO.

## **SECTION 5.9 Remote Work**

Employees may apply to the Town Manager for a set schedule remote work or situational/intermittent remote work. In assessing the request, the Town Manager or his/her designee shall consider input from the employee's supervisor and the Department Head, and may consider other information the Town Manager deems relevant to responding to such requests. The Town Manager/designee may deny or modify such requests for bona fide operational reasons. Denials of remote work requests shall not be subject to grievance/arbitration procedures.

## **ARTICLE 6 Leaves of Absence**

**SECTION 6.1 Sick Leave** - When it is necessary for any employee to take sick leave due to a non-occupational illness or disability, the salary of bargaining unit employees shall be continued for a period not to exceed six months.

Conditions for Paid Sick Leave - Sick leave shall be subject to the following conditions:

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

B. Use of Sick Leave - Sick leave shall not be considered a privilege to be used at any employee's discretion, but shall be allowed only in the following cases:

1. Personal illness or physical incapacity
2. Enforced quarantine of the employee in accordance with community health regulations.
3. Family illness or physical incapacity for which employee may apply up to five (5) paid sick leave days and may use up to an additional five (5) unpaid leave days. An employee may, at his/her discretion, use other accrued leaves for family illness or incapacity.
4. Any other reason specifically permitted under applicable State and/or Federal statutes, including but not limited to the State of Connecticut's Public Act 11-52.
5. Dealing with the effects or impact of sexual assault and/or domestic violence.

C. Medical Reporting Requirements - The Town may require a doctor's certificate or other proof of illness after three (3) consecutive days of sick leave or in case of suspected abuse where the employee has been warned in accordance with the Disciplinary Action article. The doctor's certificate will include anticipated length of an employee's absence, date employee can safely return to work, and any physical limitations imposed by the illness.

When the Town believes it is necessary in order to assess the merits of a request for extended sick leave, the Town may require an employee requesting such leave to submit medical certification in the form that is provided for under the Family and Medical Leave Act of 1993.

Medical certificates shall be kept as part of an employee's medical record file. The parties consider medical records to be confidential and not subject to public disclosure unless so ordered by a non-appealable order of a court of competent jurisdiction.

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

1. For exempt employees, the current practice shall continue.
2. For non-exempt employees, if the appointment is less than one-half day, the time may be made up within the payroll period or may be charged to accrued leave. If the medical appointment is longer than one-half day, the time may be charged to accrued leave.
3. Non-exempt employees may take medical appointments at the end of the workday in lieu of a lunch break.

**SECTION 6.2 Family and Medical Leave Act** - Employees may be eligible for unpaid FMLA leave in accordance with federal law. As part of the leave allowed under the law, employees must exhaust applicable paid time off which time off shall be credited toward the FMLA leave allowance, except at the employee's option, he/she may save up to two (2) weeks of vacation. Entitlement to such leave shall be computed utilizing a rolling twelve-month period measured backward from the date leave is used.

**SECTION 6.3 Occupational Injury Leave** - Injury leave as distinguished from sick leave means paid leave given to an employee because of the absence from duty caused by an accident or injury that occurred while the employee was engaged in the performance of his/her duties.

The Town will supplement for a period not to exceed six (6) months the payments made under Workers' Compensation Insurance so that the employee will receive his/her normal weekly pay for the period of time he/she is on injury leave.

**SECTION 6.4 Personal Leaves of Absence** - The Town Manager upon recommendation of the department head may grant leaves of absence when necessary, with or without pay, up to a maximum of 60 (sixty) working days. The Board of Selectmen may grant leaves of absence for periods longer than two months. An approved leave of absence will have no effect on the employee's benefits or length of service.

**SECTION 6.5 Bereavement Leave** - The Town allows up to five (5) days off, with pay, for death of a 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 niece, nephew, aunt or uncle. Bereavement leave is to cover time actually lost during the normal work week when the employee is grieving and/or making arrangements for or attending the funeral/memorial service. Funeral leave is generally not intended for additional family gatherings or services in addition to a funeral/memorial service that may be held at a future date after the funeral/memorial service.

Nothing herein shall be deemed to prevent an employee from requesting time off without pay for attendance at a funeral/memorial service not provided for herein, and such request shall not be unreasonably denied.

**SECTION 6.6 Military Leave** - The Town Manager shall grant Military Leave upon request for active duty in the National Guard or Armed Forces in accordance with state and federal law.

**SECTION 6.7 Jury Duty** - An employee called to jury duty shall notify the Town immediately of his or her selection. Such employee shall continue to be paid his or her regular pay as required under Section 51-247a(a), as is or as amended, of the Connecticut General Statutes. Any employee who is released from jury duty on any given work day is required to report to work if there are four or more hours left in the work day.

**SECTION 6.8 Personal Days** - Employees shall be entitled annually to three (3) personal days which may be used for personal business which cannot be scheduled during non-work hours. Personal days cannot be accumulated from year to year.

## **ARTICLE 7 Holidays**

### **SECTION 7.1 Paid Holidays**

A. The following holidays shall be granted with pay:

New Year's Day	Labor Day
Martin Luther King, Jr. Day	Veteran's Day
President's Day	Thanksgiving Day
Good Friday	Day following Thanksgiving
Memorial Day	Christmas Eve
Independence Day	Christmas Day

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

B. When a holiday falls on a Saturday, the preceding Friday shall be the day off and when a holiday falls on a Sunday the following Monday shall be the day off. Exceptions to this section shall be mutually agreed to. When Christmas Eve and/or Christmas Day falls on a weekend, days off shall be scheduled to ensure that employees receive a day off for each holiday.

C. Attendance on Days Prior to and Immediately after a Holiday - Employees are not paid for holidays unless they work the last scheduled day prior to the holiday and the first scheduled day after the holiday unless such employees are on vacation, or have documented illness or on leave authorized by the Town Manager or Department Manager.

**ARTICLE 8  
Vacations**

**SECTION 8.1** - Employees shall earn paid vacation time for each completed month of service in accordance with the following:

**35-Hour Work Week Employees**

<b>Length of Continuous Service</b>	<b>Vacation Leave Accrual per Month</b>	<b>Maximum Accrual on November 1<sup>st</sup></b>
0 to 6 years	5.83 hours ≈ 0.83 days	140 hours ≈ 20 days
Over 6 and up to and including 10 years	8.75 hours ≈ 1.25 days	175 hours ≈ 25 days
Over 10 and up to and including 15 years	10.50 hours ≈ 1.46 days	196 hours ≈ 28 days
Over 15 years to 16 years	11.67 hours ≈ 1.66 days	210 hours ≈ 30 days
Over 16 years to 17 years	12.25 hours ≈ 1.75 days	217 hours ≈ 31 days
Over 17 years to 18 years	12.83 hours ≈ 1.83 days	224 hours ≈ 32 days
Over 18 years to 19 years	13.42 hours ≈ 1.92 days	231 hours ≈ 33 days
Over 19 years to 20 years	14.00 hours ≈ 2.00 days	238 hours ≈ 34 days
Over 20 years	14.58 hours ≈ 2.08 days	245 hours ≈ 35 days

**40-Hour Work Week Employees**

<b>Length of Continuous Service</b>	<b>Vacation Leave Accrual per Month</b>	<b>Maximum Accrual on November 1<sup>st</sup></b>
0 to 6 years	6.67 hours ≈ 0.83 days	160 hours ≈ 20 days
Over 6 and up to and including 10 years	10.00 hours ≈ 1.25 days	200 hours ≈ 25 days
Over 10 and up to and including 15 years	12.00 hours ≈ 1.46 days	224 hours ≈ 28 days
Over 15 years to 16 years	13.33 hours ≈ 1.66 days	240 hours ≈ 30 days
Over 16 years to 17 years	14.00 hours ≈ 1.75 days	248 hours ≈ 31 days
Over 17 years to 18 years	14.67 hours ≈ 1.83 days	256 hours ≈ 32 days
Over 18 years to 19 years	15.33 hours ≈ 1.92 days	264 hours ≈ 33 days
Over 19 years to 20 years	16.00 hours ≈ 2.00 days	272 hours ≈ 34 days
Over 20 years	16.67 ≈ 2.08 days	280 hours ≈ 35 days

Notwithstanding the above, Exempt Employees in the bargaining unit shall receive 3 weeks of vacation at the commencement of their employment.

**SECTION 8.2** - 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.

Employees on an approved continuous period of leave of absence in excess of ninety (90) calendar days shall cease to accrue vacation leave after 90 days until they return to duty.

The Town may deviate from this accrual schedule in crediting new employees in this bargaining group with “service” time for purposes of vacation accruals to include time accumulated in the same or similar positions with other employers upon discussion with the Union, whose consent shall not be unreasonably withheld.

**SECTION 8.3** - Employees shall be paid for all accrued vacation at time of termination at the employee’s rate of pay at termination.

**SECTION 8.4** - 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 8.1. 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, 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 may be granted for extenuating circumstances that prevented an employee from being able to use their leave during the past year.

**SECTION 8.5 Break in Service** - Vacation time is determined by the length of continuous service with the Town. For purposes of computing vacation time, employees who leave the Town service and who are re-employed within one year shall have their service bridged for purposes of vacation accrual.

**SECTION 8.6 Advance Vacation** - No employee may take vacation time beyond the amount earned except in the most unusual of circumstances. Written requests for advance vacation will be approved at the discretion of the Town Manager.

**SECTION 8.7 Use of Individual Vacation Days** - Employees are encouraged to take vacation in five day blocks. Vacation may be taken in single or half-day increments if the employee wishes and it is approved by the department manager, but no employee shall be forced to take vacation time in one day increments.

**SECTION 8.8 Crediting Vacation Time to Sick Leave** - In the event an employee’s sick leave is exhausted, earned vacation time may be credited to sick leave.

**SECTION 8.9** - The current practice for granting vacation time for bargaining unit members shall continue.

**SECTION 8.10 Payment of Salary in Lieu of Vacation** - No salary shall be paid to an employee in lieu of vacation, since the purpose of a vacation is rest and relaxation.

**SECTION 8.11 Holiday Celebrated During Vacation** - Observed holidays established herein shall not be considered in the computation of vacation credit as a part of the vacation time.

**SECTION 8.12 Sickness While on Vacation** - An employee who becomes ill while on vacation may not charge such illness to sick leave, unless a medical certificate confirms said illness.

**SECTION 8.13 Advanced Vacation Pay** - In order for employees to receive vacation pay in advance, the Personnel Action Form reporting vacations to be taken must be received in the Finance Department at least one week before the day of last payroll distribution before the start of vacation to allow for the drawing of the check.

## **ARTICLE 9 Insurance and Other Benefits**

**SECTION 9.1 Health Insurance Plan Design:** The Town offers two health insurance plan options including a health maintenance organization (HMO) option and a high deductible health plan (HDHP) option including a health savings account (HSA). The plan designs for these options shall be posted in Appendix C of this Agreement. The Town will also provide eligible family members coverage for any employee who elects such coverage. The Town reserves the right to change health insurance carriers provided that coverage under new plans is substantially equivalent to and not overall less favorable to Employees to the coverage presently in effect including access to health care providers, and further provided that the Union is notified of the proposed change at least thirty (30) days prior to implementation.

As soon as practicable following implementation of this Agreement, there shall be a one-time special open enrollment period for thirty-one (31) days to give eligible employees the opportunity to consider both health insurance plan options and to be held as soon as practicable following implementation of this Agreement.

**SECTION 9.2 Health Insurance Plan Employee Contributions:** Employees shall pay a percentage of their health insurance cost allocation according to the following schedule. The Town shall pay the remaining premium costs each year:

- A. **High Deductible Health Plan (HDHP):** 15% for all employees.
- B. **Health Maintenance Organization:**
  - 1. Employees currently contributing 17.5% shall move to 19% upon ratification, but no later than January 1, 2022, and 20% on July 1, 2022.
  - 2. Employees currently contributing 18.5% shall move to 19% upon ratification, but no later than January 1, 2022 and 20% on July 1, 2022.



3. Employees currently contributing 20% will remain at 20%; and all new employees shall contribute 20%.

**C. 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. 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.

**D. HEALTH SAVINGS ACCOUNT (HSA):** 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):

- Fiscal Years under this Agreement but Prior to FY 22/23 FY – 60% of the \$2,000 or \$4,000 deductible based on the employee's level of coverage.
- FY 22/23 and beyond – 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.

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  $(( \$1,200/12)*10) = \$1,000$ .

**E. MANAGEMENT PLANS:** In an effort to better control costs, the Town will utilize two management programs for both of its insurance plans:

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

**SECTION 9.3 Dental Coverage:** Dental Coverage for employees and eligible family members at the premium rates set forth in Section 9.2B above. The Town reserves the right to change dental insurance carriers provided that coverage under the new plan is substantially equivalent to and not overall less favorable to Employees to the 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.

**SECTION 9.4 Term Life Insurance:** Term life insurance is available for full-time employees. As per the provisions of the Life Insurance policy, employees may elect one or two times their base annual earnings provided the employee contributes \$.20 per \$1,000 of coverage. The first \$5,000 of coverage shall be paid by the Town.

**SECTION 9.5 Long Term Disability:** Long Term Disability 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.

**SECTION 9.6 Insurance for Certain Part-Time Employees:** Part-time employees who work more than 17.5 hours may join the group insurance plans except long-term disability, with the Town paying fifty (50%) of the premiums for the employees, not dependents, of those who choose to join. Dependents may be included in health insurance coverage with the employee paying one hundred percent (100%) of dependent's premium. Part-time employees who work an average of at least thirty (30) hours a week on an annualized basis are entitled to participate in health care options available to full-time employees. at the same contribution rates as new employees. Such employees shall be entitled to participate in the Special Open Enrollment described in Section 9.1 above.

**SECTION 9.7** Employees who are retirement eligible and who retire before age 62, with at least a minimum of ten (10) years of continuous eligible service, or at least a minimum of five year (5) years of continuous services for employees hired before October 1, 2021, have the option of remaining on the Town's group health coverage at their own expense. At age 62, the Town begins providing payment for a retired

employee's health coverage provided coverage had not been discontinued, and the retiree has at least a minimum of ten (10) years of continuous service, or at least a minimum of five year (5) years of continuous services for employees hired before October 1, 2021,. A retiree who elects to leave the plans may not reenter. Upon reaching age 65, retirees are eligible to elect supplemental insurance coverage. Those retiring after 1/1/92 will pay 25% of the premium charged to the Town. Retirees pay 100 percent for spouse and dependents' coverage. For retirees enrolled in the HDHP plan, the Town will not make any payment or contribution towards the deductible for that plan.

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

**SECTION 9.8 Retired Employees – Dental:** Retired Town employees have the option to remain on the Town's group dental coverage at their own expense and also pay for continuing dental coverage for spouse and dependents. If the retiree dies or otherwise becomes ineligible for coverage, the retiree's spouse and/or dependents shall be granted such continuation rights as COBRA or other state or federal law may provide.

**SECTION 9.9 Fringe Benefits While on Workers' Compensation or Long Term Disability:** During an employee's absence under the Town's disability plan or Workers' Compensation, the Town shall continue to pay its portion of the employee's fringe group benefit plans in which the employee participates. It is the employee's responsibility to continue payment for any contributory portion of benefits.

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.

**SECTION 9.10 COBRA Benefits:** Federal law requires that employers sponsoring group health insurance plans offer employees and their families the opportunity for continuation coverage at group rates in certain instances where coverage would otherwise end. An employee who loses medical or dental coverage as a result of reduction in hours or termination of employment (other than gross misconduct) may receive continued coverage at their own expense for 18 months; the maximum coverage period is 36 months for any other qualifying event.

**SECTION 9.11 Other Post-Employment Benefits ("OPEB") Trust:**

- A. Pension-eligible employees shall contribute two percent (2.00%) of annual base salary, or such lower amount as was required based upon their hire

date, each year to the OPEB Trust. Employees shall contribute to the OPEB Trust for a period of 10 years,

- B. Employees hired before October 1, 2021 with less than five (5) years of pension eligible service are not entitled to any retiree health benefit, and is entitled to a one-hundred percent (100%) refund of the employee's OPEB contributions upon separation from employment with the Town. An employee with five (5) years or more of pension eligible service with the Town is entitled to a one hundred percent (100%) refund of the employee's actual contribution only if the employee (1) does not elect retiree health coverage; or (2) is not entitled to retiree health coverage for any other reason.

Employees hired after October 1, 2021 with less than ten (10) years of pension eligible service is not entitled to any retiree health benefit, and is entitled to a one-hundred percent (100%) refund of the employee's OPEB contributions upon separation from employment with the Town. An employee with ten (10) years or more of pension eligible service with the Town is entitled to a one hundred percent (100%) refund of the employee's actual contribution only if the employee (1) does not elect retiree health coverage; or (2) is not entitled to retiree health coverage for any other reason.

- C. 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.
- D. Any non-pension-eligible employee who has been contributing to the fund shall cease contributing and shall be refunded all prior contributions.

#### **SECTION 9.12 Retirement Plans**

- A. All employees in the bargaining unit who are hired by the Town of Simsbury on or before June 30, 2013 and who meet the eligibility requirements of the plan are covered by the Town's Pension Plan: Town of Simsbury - General Government Employees Retirement Income Plan Number (IN I5526B) which was in effect on July 3, 1992 (as amended).
- B. Employee contributions to the Town's Pension Plan shall be as follows, contingent upon the change to pre-tax contributions as set forth in subsection (E) below:
  - 1. Upon ratification, but not later than January 1, 2022, employees hired on or before June 30, 2013 shall contribute six percent (6%) of their compensation to the pension plan.
  - 2. Effective July 1, 2022, employees hired on or before June 30, 2013 shall contribute seven percent (7%) of their compensation to the pension plan.

C. Employees hired after June 30, 2013 and before January 1, 2016 shall have the following retirement benefit options:

1. **Participation in General Government Defined Benefit Plan:** the employee may participate in the Plan provided the employee contributes seven percent (7%) of compensation as defined by the plan. All other provisions of the plan as stated in the plan documents apply.
2. **Participation in Defined Contribution Plan:** Participation in Defined Contribution Plan: Alternatively, the employee may elect to participate in the defined contribution plan. Beginning July 1, 2022 such employees shall contribute five percent (5%) of their base wages into the Defined Contribution Plan. The Town shall contribute six percent of the employee's base wages to the Defined Contribution Plan on the employee's behalf. If an employee elects to make additional contribution, the Town shall match the employee's additional contribution up to a total of seven (7%) percent. Employees have the option of contributing additional amounts into the Town's 457 Plan up to the maximum amount allowable law.

There shall be a rolling 5 year vesting period for employer contributions, provided that all employer contributions shall vest upon the completion of the fifth year and thereafter. Employees electing the defined contribution plan may not elect to participate in the defined benefit plan at a later date.

3. Employees covered by this provision 9.12(C) shall have the option to convert their plans to the plan options available to employees hired on or after January 1, 2016 as described below.

D. **Employees hired on or after January 1, 2016** shall have the following retirement benefit options:

1. **Participation in General Government Defined Benefit Plan:** the employee may participate in the plan provided the employee contributes ten percent (10%) of compensation as defined by the plan. All other provisions of the plan as stated in the plan documents apply.
2. **Participation in Defined Contribution Plan:** Alternatively, the employee may elect to participate in the defined contribution plan.

Beginning July 1, 2022 such employees are required to contribute five percent (5%) of base wages into the Defined Contribution plan. The Town shall make a contribution of seven percent (7%) of the employee's base wages. Employees have the option of contributing additional amounts into the Town's 457 Plan up to the maximum amount allowable law.

E. **Employees hired on after November 1, 2021** shall have the following retirement benefit options:

1. Participation in General Government Defined Benefit Plan: the employee may participate in the plan provided the employee contributes ten percent (10%) of compensation as defined by the plan. All other provisions of the plan as stated in the plan documents apply.
2. Participation in Defined Contribution Plan: Alternatively, the employee may elect to participate in the defined contribution plan.

Beginning July 1, 2022 such employees shall contribute five percent (5%) of their base wages into the Defined Contribution Plan. The Town shall contribute five percent of the employee's base wages to the Defined Contribution Plan on the employee's behalf. The Employee may elect to contribute an additional two (2%) percent (for a total of up to seven (7%) of his/her base wages). If an employee elects to do so, the Town shall match the employee's additional contribution up to an additional two (2%) percent, for up to a possible total of seven (7%) percent. Employees have the option of contributing additional amounts into the Town's 457 Plan up to the maximum amount allowable law.

- F. There shall be a rolling 5 year vesting period for employer contributions to the Defined Contribution Plan, provided that all employer contributions shall vest upon the completion of the fifth year and thereafter. Employees electing the defined contribution plan may not elect to participate in the defined benefit plan at a later date.
- G. As soon as reasonably possible after ratification, employee contribution toward the Defined Benefit Plan shall be made on a pre-tax basis. In the event that employee contributions cannot be made on a pre-tax basis, the increases to employee contributions set forth in Sec. 9.12(B) above shall be credited back to employees.
- H. Any employee who retires from Town service, and who utilizes any or all of the 2009-2010 contract year for the purpose of calculating his or her final average earnings, shall be entitled to include an imputed wage increase of three percent (3%) in calculating his or her final average earnings notwithstanding the provision of Article 4 section 1.B.4 subject to applicable limitations imposed by the Internal Revenue Code.
- I. Employees and the Union shall have the right to inspect and obtain copies of Plan documents.
- J. Employees will receive a summary plan description 90 days after they begin work, and at least once every four years. Employees will be notified of any substantial Plan changes within 30 days after the effective date of such change.

- K. Each year employees will receive a current annual retirement statement with personalized information.

**SECTION 9.13 Deferred Compensation** - All employees are eligible to participate in the Deferred Compensation Plan in accordance with applicable federal and state laws.

**SECTION 9.14 Employee Assistance Program** - Employees may participate in the Child and Family Services Employee Assistance Program. Participation is voluntary and confidential. The Town will fund the cost of the program. Nothing contained herein shall prohibit the Town from changing EAP providers.

**SECTION 9.15 Health Incentive Program**

- A. The Town will introduce an optional wellness program designed to help employees better manage their own health. Employees who choose to participate in the program will receive:
  - 1. A one-time financial incentive payment of \$100 for participating in the wellness program. Participation in the program shall include participation in an onsite confidential health evaluation conducted by the wellness provider (to include provision, by the employee, of a medical history and participation in a blood pressure reading and a blood draw as determined by the wellness provider); and
  - 2. In the second year of the program and all subsequent years covered by this agreement, for those employees who maintain participation in the wellness program and meet the employee-specific health goals established by the wellness program provider, a health care premium rate 2% lower than the applicable premium rate set forth in Section 9.2 of this agreement.
- B. The Town shall not be provided with any employee-specific health, medical or genetic information by the wellness provider. Both the Town and the wellness provider shall comply with all federal and state laws, including but not limited to ADA, GINA, and HIPAA, prohibiting the unauthorized disclosure of employee medical and genetic information. The wellness provider shall be permitted to provide the Town with aggregate data designed to help the Town identify the health needs of the workforce, the need for specific health improvement programs and the measurable return the program offers to the Town and its employees.
- C. Implementation of the proposal is contingent upon participation by a sufficiently large number of Town Employees.

## **ARTICLE 10 Separations**

**SECTION 10.1 Resignation** - An employee in good standing desirous of leaving the Town shall provide a written resignation two (2) weeks before the effective date. Failure to comply with the notice requirement may be cause for denying future employment with the Town. The Town Manager may permit a shorter period of notice because of extenuating circumstances. An employee who is leaving will be offered an interview with the Town Manager, or his or her designee, for an exit interview to cover pension benefits, any vacation accrued, continuance of health insurance benefits, reasons for leaving, etc. within two (2) weeks of the submission of the resignation notice.

Employees are normally expected to provide written notice to the Office of Town Manager of their intention to leave the Town's employment two weeks in advance of their last day of work. This two weeks written notice shall be considered a "working" notice period. It is expected that an employee will be at work during the period of notice.

If, after requesting and being granted vacation leave, a floating holiday, compensatory time, and/or earned days, an employee gives the notice described above and seeks to utilize any of the various types of leave specified above during the "working" notice period, the Town will have the right to reconsider the granting of the leave request, including the withdrawal of a previously approved leave. The Town will have five business days from the Office of Town Manager's receipt of the notice described above to reconsider such a leave request.

While the Town has the right to withdraw its approval of leave, there shall be no loss of accrued benefit based upon the Town's subsequent denial of a previously granted request. To the extent the collective bargaining agreement provides for that accrued benefits are to be paid upon termination of employment, the benefits will be paid at the rate in effect on the last day of the notice period.

Following the receipt of the written notice described above, employees' requests for vacation leave, floating holiday, compensatory time and earned days shall be considered by the Town. The Town will have five business days from the Office of Town Manager's receipt of the employee's request to render a decision.

### **SECTION 10.2 Layoff**

- A. **Definition** - A layoff is defined as the involuntary, non-disciplinary separation of an employee from Town service.
- B. **Order of Layoff** - No full-time employee in a position selected for layoff shall be laid off if the Town retains a part-time, seasonal, temporary, contractual, or probationary employee in the position. If there is more than one employee in the position selected for layoff, layoff shall take place in inverse order of seniority.
- C. **Bumping** - A full-time employee subject to layoff may displace a less senior employee in a lower classified bargaining unit position provided



he/she is qualified to perform the work. A full-time employee subject to lay-off may displace a part-time, seasonal, temporary, contractual, or probationary employee in a lower classified bargaining unit position provided he/she is qualified to perform the work.

- D. **Seniority** - Layoff for two years or less shall not constitute a break in service nor shall it result in a loss of seniority, provided however that no additional seniority shall be accrued during layoff.
- E. **Notice of Layoff** - The Town will make every effort to give at least thirty days prior notice of layoff, except in cases of emergency. It is agreed that in any event the Town will give fourteen days prior notice of layoff, or, in lieu thereof, two weeks of pay.
- F. **Re-employment List** - Recall shall be in inverse order of layoff provided the employee is qualified to perform the work. An employee shall remain on the recall list for a period of two years. Notice of recall to the same or substantially similar position shall be made by certified mail to the employee's address of record, it being agreed that employee must keep the Town informed of address changes. Failure to respond to such notice within the earlier of three working days of receipt of notice or fifteen days after mailing shall constitute a refusal of recall and seniority will be broken as of the date of such refusal. Failure to return to work within the earlier of two weeks after receipt of notice or eighteen days after mailing of such notice shall also constitute refusal of recall and seniority will be broken as of the date of such refusal. No new employee shall be hired into a bargaining unit position until laid off employees eligible for recall and qualified for the position have been offered reemployment.
- G. **Fractionating Bargaining Unit Positions** - During the life this agreement, no full-time bargaining unit position shall be fractionated in such manner as to diminish the number of full-time positions for the purposes of reducing employee's wages and benefits.
- H. **Reduction in Hours** - If a full-time employee has his/her hours reduced, this reduction shall be considered a layoff for the purposes of this Article.

**SECTION 10.3 Death** - All compensation due in accordance with Section 8.3 is paid to the estate of the employee, except for such sums as by law may be paid to the surviving spouse.

**SECTION 10.4 Conditions of Separation** - At the time of separation and prior to final payment, all records, assets, or other items of Town property in the employee's custody are transferred to his/her department head. Any amount due because of a shortage in the above will be collected through appropriate action.

**SECTION 10.5 Payment of Earned Compensation and Leave Upon Separation** - Employees who leave the Town service shall receive payment for all earned vacation leave.

## **ARTICLE 11**

### **Disciplinary Action**

**SECTION 11.1 Disciplinary Action** - No employee shall be disciplined except for just cause. Ordinarily, disciplinary action for employees is a four-stage process, except in the case of a serious offense. The 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 - This is a verbal warning for poor job performance or other problem. The supervisor will outline the specific problem and areas that need to change, may set goals and time frame for performance improvements, if appropriate, and will inform the employee of future disciplinary action in case of continued poor performance or problems. Oral reprimands are documented by the supervisor and placed in the employee's personnel file with a copy to the employee.
- B. Formal Reprimand - The supervisor gives the employee a formal reprimand in writing and places it in the individual's personnel file. The written reprimand shall include the date(s) and description of the incidents and statement of further disciplinary action should the situation not improve, and shall be signed by the employee or other witness, with a copy given to the employee.
- C. Suspension - The supervisor may remove the employee from his job and suspend him/her with or without pay with the signed approval of the Department Head and Town Manager for a period not to exceed thirty (30) days. A written memorandum will outline the circumstances leading to the suspension and set goals for improvement, if appropriate. It is reviewed with and signed by the employee and permanently placed in the employee's Personnel File and a copy sent to the Union President within one day of issuance.
- D. Dismissal or Demotion - If previous discipline has not resulted in the required improvement, or when the misconduct is serious enough to warrant this action, the Town Manager or Board of Selectmen when appropriate, may dismiss or demote the employee. The basis for dismissal or demotion is summarized in a letter of dismissal or demotion of the employee and a copy of the letter sent to the Union President within one day of issuance.

**SECTION 11.2** Prior to a suspension without pay or dismissal or demotion, an employee shall be given the opportunity to attend a predisciplinary hearing before the Town Manager, or his/her designee, which shall be informal, at which time the employee shall have the opportunity to present his/her position.

**SECTION 11.3 Right to Union Representation** - Upon request, each employee shall be entitled to Union representation at any interview regarding matters which the employee reasonably believes will result in disciplinary action, at pre-disciplinary action,

at pre-disciplinary hearings referenced in Section 11.2, at meetings during which discipline is administered and at each step of the grievance procedure. The employee's exercise of this right shall not cause undue delay in any investigation, meeting or hearing.

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

## **ARTICLE 12 Grievance and Arbitration Procedures**

**SECTION 12.1 Definition** A grievance is defined to be a dispute or disagreement arising out of any of the following:

- (a) Discharge, involuntary demotion, suspension or other forms of disciplinary action.
- (b) Prohibited discrimination.
- (c) Interpretation or application of specific rules, regulations, or policies of the Town.
- (d) Interpretation or application of a specific provision of this Agreement.
- (e) Job Specification. An employee may grieve that the duties assigned are not normally or reasonably expected to be performed in accordance with the overall job specification.

### **SECTION 12.2 Time Limits**

- A. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each step is considered as a maximum. The time limit specified may, however, be waived by mutual agreement. This agreement shall be confirmed in writing.
- B. If an employee does not file a written grievance at step one of the formal procedure within fifteen (15) working days after the employee knew or can reasonably be expected to have known of the act or condition on which the grievance is based, then the grievance is considered waived.
- C. Failure of the aggrieved at any step to appeal a grievance to the next step within the specified time limits is deemed to be acceptance of the last decision rendered.
- D. Failure of the Town to render a decision within a specified time limit is deemed to be denial of the grievance submitted, and the aggrieved may proceed to the next step within the time limit which would apply if a written

denial had been rendered on the day on which the time period for response expired.

### **SECTION 12.3 Procedure**

A. Any employee may use this grievance procedure with or without Union assistance. Should an employee process a grievance through one or more steps provided herein prior to seeking Union assistance, the Union may process the grievance to the next succeeding step following that which the employee has utilized.

B. Steps

1. The aggrieved employee shall first notify his/her immediate supervisor and his/her Union representative in writing of the nature and facts of the grievance within fifteen (15) working days after its occurrence. The immediate supervisor shall meet and discuss the grievance with the employee and the Union representative and notify the employee and the Union of his/her decision in writing within ten (10) working days after the employee notification.
2. If a satisfactory solution is not reached under Step 1 above, the employee or the Union shall submit the nature and facts of his/her grievance in writing to the Department Head within 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.
3. Grievances not settled at the department head level, or for which a reply is not given in the specified time, shall be submitted in writing to the Town Manager within ten (10) working days of receipt or due date of the decision rendered at Step 2 above. 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.
4. Grievances that cannot be settled by the Town Manager may be submitted to the Personnel Subcommittee for a decision within five (5) working days of receipt or due date of the decision rendered at Step 3. The Personnel Subcommittee shall hear the grievance within thirty (30) days of its receipt of the grievance and shall render its written decision within fifteen (15) days after such hearing.

**SECTION 12.4 Arbitration** - If the Union is not satisfied with the decision of the Personnel Subcommittee, it may appeal the decision to arbitration. Such submission to arbitration shall be made no later than ten (10) working days after receipt or due date of the decision at Step 4, with a simultaneous copy of the submission to the other party. The cost of the arbitration shall be born equally by the parties and both parties shall be bound by the decision of the arbitrators, provided however, that the arbitrators may not add to, delete from, or modify in any way the provisions of this Agreement.

In grievances regarding discharge, or for which the Town has a substantial, ongoing, potential financial, liability (in excess of \$5,000), grievances shall be submitted to the American Arbitration Association in accordance with its rules and regulations. Underlying discipline which is part of the basis for a discharge and for which grievances are pending before the Connecticut State Board of Mediation and Arbitration shall be refiled with the American Arbitration Association.

All other grievances shall be submitted to the Connecticut State Board of Mediation and Arbitration in accordance with its rules and regulations.

**SECTION 12.5** All grievances initiated by employees regarding decisions or actions made by the Town Manager shall be filed at Step 3 of the grievance procedure. Said grievance shall be filed within fifteen (15) working days after the employee knew or can reasonably be expected to have known of the act or condition on which the grievance is based, if not, the grievance is considered waived.

**SECTION 12.6** Grievances regarding the dismissal of employees whose appointment and removal is subject to the recommendation of the Town Manager and approval of the Board of Selectman shall be filed at Step 4 of the grievance procedure. Said grievance shall be filed within fifteen (15) working days after the employee knew or can reasonably be expected to have known of the act or condition on which the grievance is based, if not, the grievance is considered waived.

**SECTION 12.7** The grievance procedure shall occur during working hours, except for the Personnel Subcommittee, and Union representatives representing employees and/or the Union shall be compensated at their regular salary rate for their attendance during working hours. The time of the meeting with the Personnel Subcommittee shall be mutually agreed to.

## **ARTICLE 13 Status Changes**

**SECTION 13.1 Transfers** - Employees may be transferred under the following circumstances:

- A. On a voluntary basis to fill a vacant position under Section 2.7 and 2.8.
- B. If there are no volunteers in A above, the Town may transfer the least senior qualified employee.

- C. In lieu of layoff, an employee may transfer to a vacant position which he or she is qualified to fill if the town is accepting applications for the position.

**SECTION 13.2 Other Status Changes** - The Town will use its best efforts to find alternate work for an employee temporarily disabled or who suffers an injury that does not allow him/her to perform usual work. Nothing contained herein shall be construed to require the Town to "make work."

## **ARTICLE 14 Management Rights**

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

- A. To determine the organization and standards of each department or division and to manage such operations;
- B. To determine the methods and levels of care, maintenance and operation of equipment used for and on behalf of the purposes of the Town;
- C. To establish or continue policies, practices and procedures for the conduct of Town business, including personnel policies, and from time to time, to change or abolish such policies, practices and procedures;
- D. To establish, modify, or discontinue processes or operations;
- E. To establish new or improved methods, procedures, practices, technologies or facilities which the Town may deem to be in its best interest and/or advisable for efficiency of operations and to modify any job description to accommodate such new or improved methods, procedures, practices, technologies or facilities;
- F. To determine the standards of selection for employment, and to determine the number and types of employees required or desired to perform the Town's operations;
- G. To employ, direct, schedule, assign, appoint, discipline, dismiss, transfer, promote or demote employees, or to lay off, terminate or otherwise relieve employees from duty for lack of work, lack of funds or other legitimate reason in the best interest of the Town or any subdivision thereof;
- H. To establish, amend, abolish and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with Town requirements;

- I. To determine the content of job classifications and/or positions and to ensure that incidental duties connected with Town operations, whether enumerated in a job description or not, shall be performed by employees;
- J. To fulfill all of the Town's legal responsibilities.

## **ARTICLE 15 Union Security**

**SECTION 15.1** During the life of this Agreement, an employee retains the freedom of choice whether or not to become or remain a member of the Union.

**SECTION 15.2** Union dues shall be deducted by the Employer from the paycheck of each employee who joins the Union. The Union shall serve as the custodian of the union authorization cards, which may take the form of a signed form, an electronically signed form, or a recorded voice authorization. Upon membership changes, the Union shall provide the Town with a list of union members for the purposes of deducting dues. In the event an employee disputes his/her membership status, the Town may require proof of membership authorization.

**SECTION 15.3** The amount of dues deducted under this Article, together with a list of employees, shall be remitted to CSEA, Service Employees International Union Local 2001 within a week after the payroll period in which such deduction is made together with a list of employees for whom any such deduction is made or unless agreed to otherwise. Dues shall be deducted on a weekly basis.

**SECTION 15.4** The Union shall indemnify the Employer for any liability or damages incurred by the Employer in compliance with this Article.

## **ARTICLE 16 Nondiscrimination**

The Parties herein agree that neither shall discriminate against any employee, except on the basis of bona fide occupational qualifications.

The Parties herein agree that neither shall discriminate against any employee on the basis of race, color, national origin, creed, religion, sex, age, marital status, sexual orientation, genetic makeup, gender identity or expression, military service and veteran's status, disability, political affiliations, union membership, or any other protected class. Any employee who files a grievance alleging breach of this provision may pursue that grievance through Step 3 or through the administrative processes provided under state or federal law, but may not pursue the same claim in multiple forums. An employee, however, shall not be precluded from seeking a remedy in multiple forums based upon the same nucleus of operative facts provided that the elements of the claim are different.

The Parties herein agree that neither shall retaliate against any employee who, acting in good faith, reports alleged violations of this Article or who participates in internal or external investigations related to alleged violations of this Article 12.

## **ARTICLE 17 Reimbursement for Courses**

**SECTION 17.1 Tuition Reimbursement** - 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, unless the course or training is required by the Town. Reimbursement for a course shall be limited to the cost of a course charged for an in-state student at UCONN.
- 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.

**SECTION 17.2 Individualized Professional Development Plans** - In conjunction with the annual Performance Review process, each employee will be encouraged to develop an individualized Professional Development Plan.

## **ARTICLE 18 Mileage Reimbursement**

If the Town does not provide a vehicle required for use in the performance of a Town duty or function, an employee shall be reimbursed at the IRS rate for use of his/her personal vehicle and in accordance with Town procedure as may be amended from time to time.

## **ARTICLE 19 Applicability**

**SECTION 19.1 Personnel Rules and Regulations** - The Personnel Rules and Regulations of the Town of Simsbury shall remain in full force and effect unless superseded by a specific provision of this Agreement or where by necessary implication no other construction is tenable.

**SECTION 19.2 Rights and Benefits** - All prior rights and benefits not specifically mentioned in this Agreement shall remain in effect unless negotiated by the parties pursuant to the Municipal Employees Relations Act.



**SECTION 19.3 Contract Negotiations** - Two members of the Union's negotiating committee shall be released with full pay to attend negotiating sessions held during working hours provided that nothing contained herein shall be construed to require negotiations to take place during regular work hours.

## **ARTICLE 20 Health and Safety**

**SECTION 20.1 Health and Safety** - The Town will endeavor to provide a safe and healthy work environment. The Union agrees to bring to the attention of the Town any safety conditions within the working environment which it perceives to be unsuitable. Safety issues may be submitted to the joint Union/Management safety committee and may also be processed through the contractual grievance procedure but may not be submitted to arbitration.

**SECTION 20.2 Labor/Management Committee** - A Joint Union/Management Safety Committee shall be established to investigate, discuss and develop recommendations regarding specific safety and health matters including working conditions relative to video display terminals.

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

The Committee shall have regular quarterly meetings.

## **ARTICLE 21 Miscellaneous**

**SECTION 21.1 Orientation and Training** - The Union will provide each new employee with a copy of the collective bargaining agreement then in force. During the first three days of employment the Town shall, upon request of the new employee or the union, authorize a meeting of up to one hour between the new employee and an officer designated by the union for the purpose of reviewing contractual benefits. The meeting shall afford new employees the opportunity to meet with the union prior to deciding upon any contractual benefit options. Employees participating in such a meeting shall be paid.

**SECTION 21.2 Bulletin Boards** - The Town will provide bulletin board space for union notice in each work location.

**SECTION 21.3 Union Business Leave** - Members of the Union, as may be designated by the Union, shall be granted leave from duty with full pay for union business, such as attending labor conventions and educational conferences, provided the total leave for the bargaining unit for the purposes set forth above shall not exceed twenty-four (24) hours in any fiscal year.

Such hours are not cumulative from year to year. Union leave may be taken in increments of one (1) hour. The Union shall endeavor to give as such advance notice as possible before such leave is taken.

**SECTION 21.4 Uniforms** - The Town shall continue to furnish or provide, at no cost to the employee, all uniforms and safety shoes at the current level. As of the effective date of this Agreement, all eligible employees, except sewer department employees, will receive one (1) pair of steel toed shoes up to \$130 per year furnished by the Town. As of the effective date of this Agreement, Sewer department employees shall receive two (2) pairs of steel toed shoes per year at \$130 per pair.

**SECTION 21.5 Vehicles** - The Highway Superintendent, Highway Foreman, and Facilities Supervisor, shall have use of a town-owned vehicle to commute back and forth from work to home. Town-owned vehicles shall not be used for personal use.

**SECTION 21.6 Highway Foreman** - The employee shall receive a minimum four (4) hours of regular hourly salary per call out. The employee shall receive a minimum of eight (8) hours of regular hourly salary for "on-duty" per week. If an employee is called to work while "on-duty," the first eight (8) hours are deducted from the eight (8) hour call-up time unless the call-up is a full response, and in that case the employee is paid overtime.

**SECTION 21.7 Call Back** - A non-exempt employee called in or scheduled outside of his or her normal work schedule shall be paid a minimum of four (4) hours work time.

## **ARTICLE 22 Duration**

**SECTION 22.1** Except where an effective date is otherwise specified, this Agreement shall become effective upon the implementation date set forth in the Statute.

**SECTION 22.2** This Agreement shall remain in full force and effect until June 30, 2023.

Town of Simsbury

Simsbury Administrative & Professional  
Town Employees Association,  
CSEA/SEIU AFL-CIO, LOCAL 2001

*Maria E. Capriola*

\_\_\_\_\_  
Maria E. Capriola  
Town Manager

Date: 8/1/2022

*Frank Pizarro*  
\_\_\_\_\_  
Frank Pizarro  
CSEA Staff Representative

Date: 8/1/22

**APPENDIX A  
Position Schedule**

<b>ADMINISTRATIVE &amp; PROFESSIONAL POSITION SCHEDULE</b>	
<b>Grade</b>	<b>Job Title</b>
A0	
A1	Animal Control Officer – NE, 35 hours
A1-B	WPCF Engineering Inspector – NE, 40 hours Project Administrator – NE, 40 hours
A2	Assistant Assessor –NE, 35 hours Adult Services Librarian – NE, 35 hours Children’s Librarian – NE, 35 hours Reference Librarian – NE, 35 hours
A2-B	Accountant, NE, 40 hours
A3	Senior Center Coordinator – NE, 35 hours Police Records Supervisor – NE, 35 hours Recreation Supervisor – NE, 35 hours Business and Career Center Coordinator – NE, 35 hours Teen Services Librarian – NE, 35 hours Community Social Worker – NE, 35 hours
A4	Engineer – NE, 35 hours Foreman – Parks – NE, 40 hours Highway Foreman – NE, 40 hours
A5	Code Compliance Officer – NE, 35 hours
A5-B	Information Technology Analyst – NE, 40 hours
A6	Assistant Town Engineer – E, 35 hours Deputy Building Official – E, 35 hours Assistant Town Planner – E, 35 hours Tax Collector – E, 35 hours Facilities Supervisor – E, 40 hours WPCA Assistant Superintendent – E, 40 hours
A7	Assessor -E 35 hours Building Official E 35 hours Superintendent of Golf Course – E, 40 hours Town Clerk - E 35 hours
A8	Superintendent of Highways, E 40 hours
A9	

**APPENDIX B  
Pay Plans**

**SIMSBURY ADMINISTRATIVE AND PROFESSIONAL WAGE SCHEDULE**

**CSEA: Administrative & Professional Union - Wage Tables FY20-FY23**

**Effective July 1, 2019 (2.25% GWI)**

<b>GRADE</b>	<b><u>1</u></b>	<b><u>2</u></b>	<b><u>3</u></b>	<b><u>4</u></b>	<b><u>5</u></b>	<b><u>6</u></b>	<b><u>7</u></b>	<b><u>8</u></b>	<b><u>9</u></b>	<b><u>10</u></b>
<b>HOURLY</b>										
<b>A0</b>	25.69	26.21	26.73	27.26	27.81	28.37	28.93	29.51	30.10	30.70
<b>A1</b>	32.43	33.08	33.74	34.42	35.11	35.81	36.53	37.26	38.00	38.76
<b>A1-B</b>	32.43	33.08	33.74	34.42	35.11	35.81	36.53	37.26	38.00	38.76
<b>A2</b>	34.63	35.32	36.02	36.75	37.48	38.23	38.99	39.77	40.57	41.38
<b>A2-B</b>	34.63	35.32	36.02	36.75	37.48	38.23	38.99	39.77	40.57	41.38
<b>A3</b>	36.96	37.70	38.46	39.23	40.01	40.81	41.63	42.46	43.31	44.18
<b>A4</b>	39.46	40.25	41.06	41.88	42.71	43.57	44.44	45.33	46.24	47.16
<b>A5</b>	42.13	42.97	43.83	44.71	45.60	46.51	47.44	48.39	49.36	50.35
<b>A5-B</b>	42.13	42.97	43.83	44.71	45.60	46.51	47.44	48.39	49.36	50.35
<b>ANNUALIZED</b>										
<b>A6</b>	81,848	83,488	85,157	86,861	88,597	90,370	92,177	94,020	95,901	97,818
<b>A7</b>	86,580	88,312	90,080	91,883	93,719	95,592	97,506	99,454	101,443	103,472
<b>A8</b>	91,593	93,423	95,291	97,198	99,140	101,124	103,147	105,209	107,313	109,459
<b>A9</b>	97,403	99,351	101,338	103,365	105,432	107,540	109,692	111,887	114,125	116,406

**Effective July 1, 2020 (2.35% GWI)**

<b>GRADE</b>	<b><u>1</u></b>	<b><u>2</u></b>	<b><u>3</u></b>	<b><u>4</u></b>	<b><u>5</u></b>	<b><u>6</u></b>	<b><u>7</u></b>	<b><u>8</u></b>	<b><u>9</u></b>	<b><u>10</u></b>
<b>HOURLY</b>										
<b>A0</b>	26.29	26.82	27.36	27.91	28.46	29.03	29.61	30.21	30.81	31.43
<b>A1</b>	33.20	33.86	34.54	35.23	35.93	36.65	37.39	38.13	38.90	39.67
<b>A1-B</b>	33.20	33.86	34.54	35.23	35.93	36.65	37.39	38.13	38.90	39.67
<b>A2</b>	35.44	36.15	36.87	37.61	38.36	39.13	39.91	40.71	41.52	42.35
<b>A2-B</b>	35.44	36.15	36.87	37.61	38.36	39.13	39.91	40.71	41.52	42.35
<b>A3</b>	37.83	38.59	39.36	40.15	40.95	41.77	42.61	43.46	44.33	45.21
<b>A4</b>	40.39	41.20	42.02	42.86	43.72	44.59	45.48	46.39	47.32	48.27
<b>A5</b>	43.12	43.98	44.86	45.76	46.67	47.61	48.56	49.53	50.52	51.53
<b>A5-B</b>	43.12	43.98	44.86	45.76	46.67	47.61	48.56	49.53	50.52	51.53
<b>ANNUALIZED</b>										
<b>A6</b>	83,772	85,450	87,158	88,902	90,679	92,494	94,343	96,229	98,155	100,117
<b>A7</b>	88,615	90,388	92,197	94,042	95,921	97,838	99,797	101,791	103,827	105,904
<b>A8</b>	93,746	95,618	97,530	99,482	101,470	103,500	105,571	107,681	109,835	112,032
<b>A9</b>	99,692	101,685	103,719	105,794	107,909	110,067	112,270	114,516	116,807	119,141

**Effective July 1, 2021 (2.35% GWI)**

<b>GRADE</b>	<b><u>1</u></b>	<b><u>2</u></b>	<b><u>3</u></b>	<b><u>4</u></b>	<b><u>5</u></b>	<b><u>6</u></b>	<b><u>7</u></b>	<b><u>8</u></b>	<b><u>9</u></b>	<b><u>10</u></b>
<b>HOURLY</b>										
<b>A0</b>	26.91	27.45	28.00	28.56	29.13	29.71	30.31	30.92	31.53	32.16
<b>A1</b>	33.98	34.66	35.35	36.06	36.78	37.51	38.26	39.03	39.81	40.61
<b>A1-B</b>	33.98	34.66	35.35	36.06	36.78	37.51	38.26	39.03	39.81	40.61
<b>A2</b>	36.27	37.00	37.74	38.49	39.26	40.05	40.85	41.67	42.50	43.35
<b>A2-B</b>	36.27	37.00	37.74	38.49	39.26	40.05	40.85	41.67	42.50	43.35
<b>A3</b>	38.72	39.50	40.29	41.09	41.91	42.75	43.61	44.48	45.37	46.28
<b>A4</b>	41.34	42.16	43.01	43.87	44.74	45.64	46.55	47.49	48.43	49.40
<b>A5</b>	44.13	45.01	45.91	46.83	47.77	48.72	49.70	50.69	51.71	52.74
<b>A5-B</b>	44.13	45.01	45.91	46.83	47.77	48.72	49.70	50.69	51.71	52.74
<b>ANNUALIZED</b>										
<b>A6</b>	85,740	87,458	89,206	90,992	92,810	94,668	96,560	98,490	100,462	102,470
<b>A7</b>	90,697	92,512	94,363	96,252	98,175	100,137	102,142	104,183	106,267	108,393
<b>A8</b>	95,949	97,865	99,822	101,820	103,854	105,932	108,052	110,212	112,416	114,664
<b>A9</b>	102,035	104,075	106,157	108,280	110,445	112,654	114,908	117,207	119,552	121,941

**Effective July 1, 2022 (2.25% GWI)**

<b>GRADE</b>	<b><u>1</u></b>	<b><u>2</u></b>	<b><u>3</u></b>	<b><u>4</u></b>	<b><u>5</u></b>	<b><u>6</u></b>	<b><u>7</u></b>	<b><u>8</u></b>	<b><u>9</u></b>	<b><u>10</u></b>
<b>HOURLY</b>										
<b>A0</b>	27.52	28.07	28.63	29.20	29.79	30.38	30.99	31.61	32.24	32.89
<b>A1</b>	34.74	35.44	36.14	36.87	37.61	38.36	39.12	39.91	40.70	41.52
<b>A1-B</b>	34.74	35.44	36.14	36.87	37.61	38.36	39.12	39.91	40.70	41.52
<b>A2</b>	37.09	37.83	38.59	39.36	40.15	40.95	41.77	42.60	43.46	44.32
<b>A2-B</b>	37.09	37.83	38.59	39.36	40.15	40.95	41.77	42.60	43.46	44.32
<b>A3</b>	39.59	40.38	41.19	42.02	42.86	43.71	44.59	45.48	46.39	47.32
<b>A4</b>	42.27	43.11	43.98	44.85	45.75	46.67	47.60	48.55	49.52	50.51
<b>A5</b>	45.12	46.03	46.95	47.89	48.84	49.82	50.82	51.83	52.87	53.93
<b>A5-B</b>	45.12	46.03	46.95	47.89	48.84	49.82	50.82	51.83	52.87	53.93
<b>ANNUALIZED</b>										
<b>A6</b>	87,670	89,426	91,213	93,039	94,899	96,798	98,732	100,706	102,722	104,776
<b>A7</b>	92,738	94,593	96,486	98,418	100,384	102,390	104,440	106,527	108,658	110,832
<b>A8</b>	98,107	100,067	102,068	104,111	106,191	108,316	110,483	112,691	114,946	117,244
<b>A9</b>	104,331	106,417	108,545	110,716	112,930	115,188	117,494	119,844	122,241	124,685

**APPENDIX C  
HEALTH INSURANCE PLAN DESIGNS**

**Town of Simsbury Benefit Comparison Chart  
Effective 8/1/2022**

	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</b>	Retail - 30 day supply \$10/\$20/\$40 for Generic/preferred brand / non- preferred brand	Retail - 30 day supply - Plan pays \$10/\$20/\$40 for Generic/preferred brand / non-preferred brand after deductible	Retail - Plan pays 80% after deductible

**Town of Simsbury Benefit Comparison Chart**  
**Effective 8/1/2022**

	Benefit Provision	HMO	HDHP	
		In Network	In Network	Out of Network
7	<b>Pharmacy - Home Delivery</b>	Retail - 90 day supply \$20/\$40/\$80 for Generic/preferred brand / non- preferred brand	Retail - 90 day supply - Plan pays \$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	Plan pays 100% after deductible	Plan pays 80% after deductible
10	<b>Allergy Injections and Serum</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
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



**Town of Simsbury Benefit Comparison Chart**  
**Effective 8/1/2022**

	Benefit Provision	HMO	HDHP	
		In Network	In Network	Out of Network
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</b>	Plan pays 100%	Plan pays 100% after deductible	Plan pays 80% after deductible
21	<b>External Prosthetic</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
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

		<b>HMO</b>		<b>HDHP</b>	
<b>Benefit Provision</b>		<b>In Network</b>	<b>In Network</b>	<b>Out of Network</b>	
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>	Emergency Room - \$100 copay waived if admitted; Urgent Care Facility - \$25 copay Emergency Care in physicians office - \$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>	Initial visit and global OBGYN & Specialist fee - \$20 copay then plan pays 100% ;Prenatal, postnatal, office visits, physician delivery charges - 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	

**Town of Simsbury Benefit Comparison Chart**  
**Effective 8/1/2022**

Benefit Provision	HMO	HDHP	
	In Network	In Network	Out of Network
31 <b>Abortion (Elective and non-elective)</b>	Physicians Office - \$20 copay; Inpatient Facility - \$300 per admission 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
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>	Inpatient hospital - \$300 copay per admission; Inpatient professional services - 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

**Town of Simsbury Benefit Comparison Chart**  
**Effective 8/1/2022**

Benefit Provision	HMO	HDHP	
	In Network	In Network	Out of Network
36 <b>Dental Care</b>	Physicians Office - \$20 copay; Inpatient Facility - \$300 per admission copay; Outpatient Facility - \$100 copay; professional services - 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>	Inpatient hospital - \$300 copay per admission; Outpatient - \$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