

AGREEMENT BETWEEN

**THE SIMSBURY ADMINISTRATIVE
& PROFESSIONAL SUPERVISORS TOWN 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 Supervisors’ 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 Supervisors’ 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.

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 Appointments shall be made on the basis of qualifications, skill, and ability, work experience and work record.

SECTION 2.3 Probationary Period

- A. **Newly Hired or Newly Transferred Into Bargaining Unit Position** For securing the most effective adjustment of an individual newly hired or newly transferred from outside the bargaining unit to a position within the bargaining unit and for determining that such employee’s work meets required standards, all such appointments are for a probationary period normally not to exceed one year but no less than six (6) months. In case

of extended illness, the Town Manager may extend the probationary period.

B. Transferred or Promoted From Another Bargaining Unit Position

Any bargaining unit member who completed his or her regular probationary period in a position within the bargaining unit and who voluntarily transfers or is promoted to a different position within the bargaining unit shall serve a probationary period of up to four (4) 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 position from which the employee transferred or was promoted, presuming such position still exists. During this period, the vacated position, if it still exists, may be filled at the Town's discretion, on a temporary basis. If the vacated position has been eliminated, the Town will make reasonable efforts to transfer the affected employee to a vacant position which it wishes to fill and for which the employee is qualified.

SECTION 2.4 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 2.5 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 performances or incompatibility with supervisor. Notification of such dismissal shall be in writing. Dismissal during the probationary period shall not be subject to grievance and/or arbitration.

SECTION 2.6 The Town may authorize the appointment of any qualified person to a position to prevent stoppage of public business or loss or serious inconvenience to the public. Such appointment shall be valid for the duration of the emergency without regard to any applicable rules set forth in this Agreement.

SECTION 2.7 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 All positions are classified and defined as follows:

- A. Full time: A full-time employee is one employed for a minimum of 40 hours per week on a yearly basis, and is entitled to fringe benefits in accordance with this Agreement.
- B. Part-time: A part-time employee is one employed for a fixed number of hours, but less than 40 hours per week, on a yearly basis. Such employee may be paid on an hourly or salaried basis and is entitled to fringe benefits only to the extent set forth in this Agreement.

SECTION 3.3 Reclassification The Town reserves the right to determine the content of any job and to modify job descriptions accordingly. Positions, the duties of which have been changed materially so as to necessitate reclassification in the discretion of the Town, 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.

Whenever an employee believes that his/her job consistently requires the performance of duties of a specific higher classification for the 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 is 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 (2) year period regarding a specific position.

ARTICLE 4 Wages and Compensation

SECTION 4.1 Wage Rates The wage rates for full-time employees shall be set forth in Appendix B of this Agreement.

SECTION 4.2 Placement on Pay Plan: Employees shall continue to move through the steps on the pay plan set forth in Appendix B as described below.

SECTION 4.3 Compensation

1. 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. On or after July 1, 2021 the rates of pay for all bargaining unit employees shall be increased by 2.35%.
4. On or after 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.

2. Step Increases:

- (a) Each full-time employee shall receive one (1) step increase of one percent (1%) on their anniversary date of hire, or, if applicable, their anniversary date in a promotional position until said employee has reached top step.

3. Merit Bonuses:

- (a) The members of the bargaining unit shall receive a merit bonus based on their annual performance review as follows:
 - i. Employees at the top of the pay scale receiving a performance rating of "Superior Performance" shall receive a

one-time lump sum cash bonus, not to be included in the Employee's annual base salary, in the amount of two percent (2.00%) of their annual base salary for the Fiscal Year of their review, to be paid on and retroactive to June 30 of the review year. Employees at the top of the pay scale receiving a performance rating of "Competent" shall receive a one-time lump sum cash bonus, not to be included in the Employee's annual base salary, in the amount of one percent (1.00%) of their annual base salary for Fiscal Year of their review, to be paid on and retroactive to June 30 of the review year.

- ii. Employees not at the top of the pay scale receiving a performance rating of "Superior Performance" shall move up one (1) step on the pay scale and receive a one-time lump sum cash bonus, not to be included in the Employee's annual base salary, in the amount of one percent (1.00%) of their annual base salary for the Fiscal Year of the review, to be paid on and retroactive to June 30 of the review year. Employees not at the top of the pay scale receiving a performance rating of "Competent" shall receive a one-time lump sum cash bonus, not to be included in the Employee's annual base salary, in the amount of one percent (1.00%) of their annual base salary for the Fiscal Year of their review to be paid on and retroactive to June 30 of the review year.

SECTION 4.4 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 4.5 Entry Salary Rate The entry salary during the probationary period may be ninety percent (90%) of the prevailing rate for experience within that job grade for the Town of Simsbury.

SECTION 4.6 Entrance Salary Rate Under normal circumstances, the entrance rate of pay for a grade shall be offered for recruitment purposes and shall normally be paid upon appointment to the grade except as provided in Section 4.3 above. The Town Manager may approve initial compensation at a rate higher than the minimum rate of pay for the grade when the needs of the service make such action necessary, provided that:

- A. The qualifications of the applicant are outstanding in relation to those of competing applicants, and the applicants employment cannot be obtained at the minimum rate; or
- B. There is a shortage of qualified applicants available at the minimum rate of pay.

SECTION 4.7 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, if such transfer is made at the discretion of the Town. When such transfer is made at the request of an employee for any reason including the avoidance of layoff or when an employee is demoted to a lower grade, his/her salary shall be set at a rate in a lower grade which provides appropriate compensation for the work assigned.

SECTION 4.8 Rate of Pay on Promotion When an employee is promoted to a classification with a higher base maximum rate, the beginning rate shall be at the lowest step in the higher range that will provide an increase of at least 6% over the rate received prior to promotion, provided the new range will permit such an increase. If the pay range for the classification does not allow for a 6% increase. The increase shall be the highest rate available in the pay range for that class.

SECTION 4.9 Rate of Pay on a Temporary Reassignment Employees who are temporarily promoted or assigned to a vacant position, and are fulfilling all of the qualifications of that position, may have adjustment of pay, where there is a reassignment of a period of at least sixty (60) calendar days, Pay will be adjusted in accordance with the Town's Pay Policy. Temporary promotions shall not exceed one year.

SECTION 4.10 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 4.11 Payment Employees shall be paid on a weekly basis, all employees will be required to utilize direct deposit.

SECTION 4.12 Authorized Leave When absent because of authorized sick or vacation leave, each employee is paid at the regular rate.

SECTION 4.13 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 4.14 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 4.15 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.

ARTICLE 5 Hours and Conditions of Employment

SECTION 5.1 Attendance All departments shall maintain weekly attendance records for all employees and furnish reports monthly of such attendance to the Town Manager.

SECTION 5.2 Hours of Work

A. It is agreed that the working relationship between the Town and Association members shall be based upon principles of professionalism. It is expected that employees covered by this Agreement shall normally work a minimum of forty (40) hours per week and are required to work for as many hours as may be required to satisfactorily perform their job duties without regard to hours per day, week, or month. Recognizing that employees covered by this Agreement are exempt under applicable state and federal law, it is expected that such employees will schedule their own work in such manner as to effectively and efficiently complete assignments in a timely manner consistent with the Town's operational requirements. It is agreed that the working relationship between the Town and the Association members shall be based upon principles of professionalism and that neither party shall engage in "clock watching."

During the term of this agreement the Town and the Union agree to discuss a possible change in the hours of work to a 4 ½ day work week for Town Hall and Social Services.

B. Monday Evening Office Hours.

The offices of the Assessor's Office, the Building Department, the Computer Department, the Finance Department, the Planning Department, Social Services, the

Senior Center, the Tax Department and the Town Clerk's Office will be open on Mondays from 8:30 a.m. until 7:00 p.m.

SECTION 5.3 Job Sharing Employees may submit proposals for job sharing agreements. Such agreements are subject to approval by the Town and the Union.

SECTION 5.4 Compensatory Time & Recognition of Extraordinary Circumstances Exempt employees shall not accrue compensatory time off. Employees covered by this agreement shall be considered exempt employees under applicable state and federal law consistent with Section 5.2, Hours of Work, Sub-Section A, 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 employee's supervisor determines that an employee has performed above and beyond position requirements, the employee's supervisor 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 an additional amount. The Town Manager shall review the recommendation. 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. Such bonus may not exceed forty (40) hours per fiscal year. Alternatively, the employee may elect to receive the bonus in a cash payment equal to the value of the additional PTO.

SECTION 5.5 Outside Employment Outside employment is not encouraged for full-time employees, however, any employee of the Town who engages in additional employment outside his or her official working shall give, within thirty (30) days of commencing such outside employment, written, acknowledged notice of such outside employment to Town Manager. Any employee who engages in employment outside of his regular working hours is subject to call to perform his regular Town duties first. Any employee whose work performance is adversely impacted by outside employment shall be subject to discipline.

Section 5.6 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 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 (6) months upon the approval of the Town Manager and based on the nature of the disability or illness and the service record of the employee, and the recommendation of an attending physician. A paid sick leave up to one month's pay may be granted to probationary employees. Notwithstanding the foregoing, employees hired after July 1, 2001, shall be eligible to accrue sick leave at the rate of one and one-quarter (1.25) days per month to a maximum of fifteen (15) days per year. Unused sick leave may be accumulated to a maximum of one-hundred thirty (130) days. In order to accrue sick leave during any month, the employee must be on the active payroll for at least half of the month or to be on an authorized paid leave of absence. No compensation shall be paid for unused sick leave upon retirement or otherwise leaving Town employment. The Town may require a second opinion from a Town chosen physician. 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 within two (2) hours of the time the employee is due to report for duty, unless otherwise specified by the department head.

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, resulting from causes beyond the employee's control, for which compensation is not payable by any employer under the terms of the Workers' Compensation Act of the State of Connecticut. An employer who is injured while engaged in outside employment, or who suffers any occupational illness attributed thereto is not eligible for sick leave.
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.

C. **Abuse of Sick Leave Privilege:** Abuse of sick leave privilege is considered sufficient cause for denial of additional paid leave per the provisions of subsection D below and for discipline up to and including dismissal.

D. **Medical Reporting Requirements:**

1. The Town may require a doctor's certificate or other proof of illness after three (3) consecutive days of sick leave or in the 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.
2. 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.
3. 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.

E. On any occasion when the Town requires medical examination by a physician of its choice, it shall pay for such examination.

F. Exempt Employees may schedule his/her own work in such manner as to work a minimum of his/her approved hours, and such schedule shall be approved by the employee's supervisor. If the employee's schedule cannot be modified to accommodate the medical appointment, the appointment may be charged to accrued sick leave.

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 two months. The Board of Selectmen, upon recommendation of the department head and approval of the First Selectmen, may grant leaves of absence when necessary, with or without pay, 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

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

C. 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 are at the discretion of the Town Manager. 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.

D. 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:

40-Hour Work Week Employees

Length of Continuous Service	Vacation Leave Accrual per Month	Maximum Accrual on November 1 st
0 to 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

SECTION 8.2 Employees shall begin accruing vacation time during the month of hire if the hire date is prior to or includes the 15th of the month. Employees shall begin accruing vacation time during the month following the month of hire if the hire date is after the 15th of the month. Employees are not eligible to take vacation time during the first six months of employment.

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.

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 1st of each year shall forfeit said excess accrual amount. Employees seeking to make a vacation carryover request must do so in writing, have the request signed by their department, and then forward the request to the Town Manager's Office no later than October 15th for review and consideration. Vacation carryovers 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 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 8.10 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 8.11 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 8.12 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 (HMO):

1. Employees currently contributing 17.5% move to 19% upon ratification, but no later than January 1, 2022, and 20% on July 1, 2022.
2. Employees currently contributing 18.5% 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 Accounts (HSAs): 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). Effective July 1, 2022, the Town shall contribute fifty percent (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 Life Insurance: Term life insurance (employee only) in the amount of \$10,000 shall be paid by the Town, and up to twice the annual salary of the employee, provided the employee contributes \$.20 per \$1,000 of coverage.

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 Retiree Health Insurance: 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 9.7 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.

SECTION 9.8 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 9.9 COBRA: 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 9.10 Other Post Employment Benefits (“OPEB”) Trust:

A. Pension-eligible employees shall contribute two percent (2.00%) of annual base salary 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.

D. Once the OPEB Trust is fully funded (as defined by the Town's actuaries), the parties agree to negotiate a potential modification of the OPEB contributions.

SECTION 9.11 Pension Plan

A. 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. For employees hired before July 1, 2013, Upon ratification, but not later than January 1, 2022, employees shall contribute six percent (6%) of their compensation to the pension plan.

Effective July 1, 2022, employees shall contribute seven percent (7%) of their compensation to the pension plan.

C. Employees hired on or after July 1, 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:** 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 (6%) of the employee's base wages to the Defined Contribution Plan on the employee's behalf. The Employee may elect to contribute 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 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 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.
- G. 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.
- H. As soon as reasonably possible after ratification, employee contribution toward the Defined Benefit Plan shall be made on a pre-tax basis.
- I. 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.

- J. Employees and the Union shall have the right to inspect and obtain copies of Plan documents.
- K. 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.
- L. Each year employees will receive a current annual retirement statement with personalized information.

SECTION 9.12 Deferred Compensation All employees are eligible to participate in the Deferred Compensation Plan in accordance with applicable federal and state laws.

SECTION 9.13 Employee Assistance Program Employees may participate in the 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 9.14 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/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 two 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 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 the 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 pre-disciplinary 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.

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 specifications.

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.

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.

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 or to establish or discontinue their performance by Town employees;
- 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.
- K. To establish contracts or subcontracts for municipal operations and services, upcoming including work currently or customarily performed by members of any bargaining unit if comparable work can otherwise be done more economically, efficaciously, efficiently, or expeditiously.

The Town shall not exercise its rights in an arbitrary, discriminatory or capricious manner. When practicable, the Town shall give the Association prior notice of change to policies, practices, procedures and changes to job descriptions. When required by law, the Town shall negotiation with the Association regarding the impact of changes in policies, practices, procedures, and job descriptions that have substantial effect upon the terms and conditions of employment of bargaining unit members.

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 records, 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 purpose 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 16.

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, including Exhibits A-F, adopted by the Board of Selectmen September 14, 2009, shall remain in full force and effect unless superseded by a specific provision of this Agreement.

SECTION 19.2 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 Miscellaneous

SECTION 20.1 Orientation and Training The Union will provide each new employee with a copy of the collective bargaining agreement then in force.

SECTION 20.2 Bulletin Boards The Town will provide bulletin board space for union notice in each work location.

SECTION 20.3 Uniforms The Town shall continue to furnish or provide, at no cost to the employee, all uniforms and safety shoes at the current level. Effective July 1, 1997, all eligible employees will receive one (1) pair of steel-toed shoes up to \$130 per year furnished by the Town.

SECTION 20.4 Vehicles The Highway Superintendent and the 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.

ARTICLE 21 Health and Safety

SECTION 21.1 Health and Safety The Town shall endeavor to provide a safe and healthy work environment. The Union agrees to bring to the attention of the Town any conditions within the working environment which it perceives to be unsuitable and any safety recommendations regarding specific safety and health matters by submitting those issues to the joint Union/Management safety committee which shall be established and operate pursuant to Conn. Gen. Stat. §31-40v, as amended from time to time. The Union may also process health and safety issues through the contractual grievance procedure but may not submit such issues to arbitration.

In the event a Joint Union/Management Safety Committee is established on a Town wide basis, then this bargaining unit shall be entitled to send representatives, appointed by the Union, to said Committee on a proportional basis, but in no event less than one such representative.

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, 2019, except with respect to the following:

- A. Article 9, Section 9.10, Other Post Employment Benefits (“OPEB”) Trust, will remain in full force and effect until June 30, 2023; and it is the parties’ intent in accordance with Section 9.10(a) to extend beyond this date for all employees hired after July 1, 2013.
- B. Article 9, Section 9.11.B., Pension Plans, will remain in full force and effect until June 30, 2019.

Town of Simsbury

Simsbury Administrative & Professional
Supervisors Town Employee's
Association,
CSEA/SEIU AFL-CIO, LOCAL 2001

Maria E. Capriola
Maria E. Capriola
Town Manager

Rachel Gravel
Rachel Gravel
Co-President

Tony Piazza
Tony Piazza
Co-President

Frank Pizarro
Frank Pizarro
Union Representative

Date: 6/20/2022

Date: 6/20/22

**APPENDIX A
Position Schedule**

ADMINISTRATIVE, PROFESSIONAL & SUPERVISORS POSITION SCHEDULE	
Grade	Job Title
A5	Head of Children’s Services – Exempt/40 Hours/Week Head of Adult Services – Exempt/40 Hours/Week Head of Borrowing and Technical Services – Exempt/40 Hours/Week
A6	Superintendent of Parks – Exempt/40 Hours/Week Accounting Manager – Exempt/40 Hours/Week
A7	
A8	Director of Social Services – Exempt/40 Hours/Week Deputy Finance Director/Deputy Treasurer – Exempt/40 Hours/Week
A10	Information Technology Manager – Exempt/40 Hours/Week WPCA Superintendent – Exempt/40 Hours/Week

The following individuals have expressed an interested in transferring from the A&P bargaining unit to the Supervisors Unit:

1. Town Clerk
2. Highway Superintendent
3. Building Official
4. Assessor
5. Golf Course Superintendent
6. Facilities Supervisor

APPENDIX B Pay Plans

CSEA: SUPERVISORS - WAGE TABLES FY20-FY23

EFFECTIVE JULY 1, 2019 (2.25% GWI)

Grades	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22
5	75,638	76,395	77,159	77,931	78,709	79,497	80,292	81,094	81,906	82,725	83,551	84,387	85,231	86,084	86,944	87,814	88,693	89,579	90,475	91,379	92,293	93,217
6	80,747	81,554	82,370	83,193	84,026	84,865	85,714	86,572	87,438	88,312	89,195	90,087	90,988	91,897	92,817	93,744	94,682	95,628	96,585	97,551	98,526	99,512
7	85,414	86,268	87,131	88,002	88,882	89,771	90,669	91,576	92,491	93,416	94,350	95,294	96,247	97,210	98,181	99,164	100,15	101,15	102,16	103,189	104,22	105,263
8	90,356	91,260	92,172	93,094	94,025	94,965	95,915	96,873	97,843	98,821	99,810	100,80	101,81	102,83	103,86	104,90	105,95	107,01	108,08	109,160	110,25	111,355
9	95,262	96,215	97,176	98,149	99,130	100,12	101,12	102,13	103,15	104,18	105,22	106,28	107,34	108,41	109,50	110,59	111,70	112,82	113,94	115,088	116,23	117,401
10	100,90	101,91	102,93	103,96	105,00	106,05	107,11	108,18	109,26	110,35	111,45	112,57	113,70	114,83	115,98	117,14	118,31	119,49	120,69	121,901	123,12	124,351
	3	1	1	0	0	0	0	2	4	5	9	4	0	7	5	6	6	9	4		0	

EFFECTIVE JULY 1, 2020 (2.35%)

Grades	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22
5	77,416	78,190	78,972	79,762	80,559	81,365	82,179	83,000	83,831	84,669	85,515	86,370	87,234	88,107	88,987	89,877	90,777	91,684	92,601	93,527	94,462	95,407
6	82,645	83,471	84,305	85,149	86,000	86,860	87,729	88,606	89,492	90,387	91,291	92,204	93,126	94,056	94,998	95,947	96,907	97,875	98,855	99,843	100,84	101,851
7	87,421	88,295	89,179	90,070	90,971	91,881	92,800	93,728	94,665	95,611	96,568	97,534	98,508	99,494	100,48	101,49	102,50	103,53	104,56	105,614	106,67	107,737
8	92,479	93,405	94,338	95,282	96,234	97,197	98,169	99,150	100,14	101,14	102,15	103,17	104,20	105,25	106,30	107,36	108,44	109,52	110,61	111,726	112,84	113,971
9	97,500	98,476	99,460	100,45	101,46	102,47	103,49	104,53	105,57	106,63	107,70	108,77	109,86	110,96	112,07	113,19	114,32	115,47	116,62	117,792	118,97	120,159
10	103,27	104,30	105,35	106,40	107,46	108,54	109,62	110,72	111,83	112,94	114,07	115,21	116,37	117,53	118,71	119,89	121,09	122,30	123,53	124,766	126,01	127,274
	4	6	0	3	8	2	7	4	1	9	8	9	2	6	1	8	7	8	1		4	

EFFECTIVE JULY 1, 2021 (2.35%)

Grades	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22
5	79,235	80,028	80,828	81,637	82,452	83,277	84,110	84,950	85,801	86,659	87,524	88,400	89,284	90,178	91,078	91,989	92,910	93,839	94,777	95,724	96,682	97,649
6	84,587	85,432	86,286	87,150	88,021	88,901	89,790	90,688	91,595	92,511	93,436	94,371	95,314	96,267	97,230	98,202	99,184	100,17	101,17	102,190	103,21	104,244
7	89,476	90,370	91,275	92,187	93,109	94,040	94,981	95,931	96,889	97,858	98,837	99,826	100,82	101,83	102,85	103,87	104,91	105,96	107,02	108,096	109,17	110,269
8	94,653	95,600	96,555	97,521	98,496	99,481	100,47	101,48	102,49	103,52	104,55	105,60	106,65	107,72	108,80	109,88	110,98	112,09	113,21	114,351	115,49	116,650
9	99,792	100,79	101,79	102,81	103,84	104,88	105,93	106,99	108,06	109,14	110,23	111,33	112,44	113,57	114,70	115,85	117,01	118,18	119,36	120,560	121,76	122,983
10	105,70	106,75	107,82	108,90	109,99	111,09	112,20	113,32	114,45	115,60	116,75	117,92	119,10	120,29	121,50	122,71	123,94	125,18	126,43	127,698	128,97	130,264
	1	8	6	4	3	3	4	6	9	3	9	7	7	8	1	6	3	2	4		5	

EFFECTIVE JULY 1, 2022 (2.25%)

Grades	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22
5	81,018	81,828	82,646	83,474	84,307	85,151	86,003	86,862	87,731	88,609	89,494	90,389	91,293	92,207	93,128	94,059	95,001	95,950	96,910	97,878	98,857	99,846
6	86,490	87,354	88,228	89,110	90,002	90,901	91,810	92,729	93,656	94,593	95,538	96,494	97,459	98,433	99,418	100,41	101,41	102,42	103,45	104,489	105,53	106,589
7	91,489	92,403	93,328	94,261	95,204	96,156	97,118	98,089	99,069	100,06	101,06	102,07	103,09	104,12	105,16	106,21	107,27	108,35	109,43	110,528	111,63	112,750
8	96,782	97,751	98,727	99,715	100,71	101,71	102,73	103,76	104,80	105,85	106,90	107,97	109,05	110,14	111,24	112,36	113,48	114,62	115,76	116,924	118,09	119,274
9	102,03	103,05	104,08	105,12	106,18	107,24	108,31	109,39	110,49	111,59	112,71	113,84	114,97	116,12	117,28	118,46	119,64	120,84	122,05	123,273	124,50	125,750
10	108,07	109,16	110,25	111,35	112,46	113,59	114,72	115,87	117,03	118,20	119,38	120,58	121,78	123,00	124,23	125,47	126,73	127,99	129,27	130,571	131,87	133,195
	0	0	0	1	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0

**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 Deductible	NA	Individual: \$2,000 / Family: \$4,000 Deductible costs you pay accumulate for all combined in and out of network benefits. All family members contribute to the family maximum. Pharmacy and medical expenses apply to the maximum. Health Savings Account Contribution: The Town contributes 50% of the deductible requirement.	
2 Out of Pocket Maximum	Individual: \$6,350 Family: \$12,700 Only expenses for in-network costs apply. Copays apply to the maximum. Out of network costs do not apply to the maximum.	Individual: \$5,000 / Family: \$10,000 Out of pocket maximums accumulate for all combined in and out of network benefits. All family members contribute to the family maximum. Pharmacy and medical expenses apply to the maximum.	
3 PCP Office Visit	\$20 Copay per visit, then plan pays 100%	Plan pays 100% after deductible	Plan pays 80% after deductible
4 Specialist Office Visit	\$20 Copay per visit, then plan pays 100%	Plan pays 100% after deductible	Plan pays 80% after deductible
5 Preventative Care	No cost - Plan pays 100%	No cost - plan pays 100%	Plan pays 80% after deductible
6 Pharmacy - Retail	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	Pharmacy - Home Delivery	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	Not covered
8	Second Surgical Opinion	Plan pays 100%	Plan pays 100% after deductible	Plan pays 80% after deductible
9	Surgery in Physician Office	\$20 Copay per visit, then plan pays	Plan pays 100% after deductible	Plan pays 80% after deductible
10	Allergy Injections and Serum	Plan pays 100%	Plan pays 100% after deductible	Plan pays 80% after deductible
11	Inpatient Hospital	\$300 per admission copay, then plan pays 100%	Plan pays 100% after deductible including Lab & X-Ray and advanced radiology services as part of stay, maternity delivery facility charges	Plan pays 80% after deductible including Lab & X-Ray and advanced radiology services as part of stay maternity delivery facility charges
12	Inpatient Hospital Physician Visit	Plan pays 100%	Plan pays 100% after deductible	Plan pays 80% after deductible
13	Inpatient Radiologists, Pathologist, Anesthesiologists	Plan pays 100%	Plan pays 100% after deductible	Plan pays 80% after deductible
14	Multiple Surgical Reduction	Multiple surgeries in one session - payment reduced to 50% of least expensive procedure	Multiple surgeries in one session - payment reduced to 50% of least expensive procedure	
15	Outpatient Facility Services	\$150 per facility visit copay, then plan pays 100%	Plan pays 100% after deductible	Plan pays 80% after deductible
16	Outpatient Radiologists, Pathologist, Anesthesiologists	Plan pays 100%	Plan pays 100% after deductible	Plan pays 80% after deductible

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

	Benefit Provision	HMO	HDHP	
		In Network	In Network	Out of Network
17	Short Term Pulmonary, Cognitive, Physical, Speech, Occupational, Cardiac, Chiropractic Care	\$20 Copay per visit, then plan pays 100% - all services in this category accumulate subject to 90 day combined maximum per calendar year	Plan pays 100% after deductible; all services in this category accumulate subject to 90 day combined maximum per calendar year(in & out of network)	Plan pays 80% after deductible; all services in this category accumulate subject to 90 day combined maximum per calendar year (in & out of network)
18	Home Health Care including Outpatient Private Duty Nursing	Plan pays 100% limited to 16 hours per day and unlimited number of days	Plan pays 100% after deductible; limited to 16 hours per day (combined in & out of network)- unlimited number of days	Plan pays 80% after deductible; limited to 16 hours per day - (combined in & out of network) - unlimited number of days
19	Skilled Nursing Facility, Rehabilitation Hospital, Sub-Acute Facility	Plan pays 100% all services in this category accumulate subject to 120 day combined maximum per calendar year	Plan pays 100% after deductible; all services in this category accumulate subject to 120 day combined maximum per calendar year (in & out of network)	Plan pays 80% after deductible; all services in this category accumulate subject to 120 day combined maximum per calendar year (in & out of network)
20	Durable Medical Equipment	Plan pays 100%	Plan pays 100% after deductible	Plan pays 80% after deductible
21	External Prosthetic	Plan pays 100%	Plan pays 100% after deductible	Plan pays 80% after deductible
22	Hearing Aids	Covered for children under age 13 only. Plan pays 100%	Covered for children under age 13 only. Plan pays 100% after deductible	Covered for children under age 13 only. Plan pays 80% after deductible
23	Routine Vision Exam	Plan pays 100%. Limited to one exam every 12 months	Plan pays 100%. Limited to one exam every 12 months	Plan pays 80% after deductible Limited to one exam every 12 months

	Benefit Provision	HMO	HDHP	
		In Network	In Network	Out of Network
24	Lab and X-Ray in Physician Office, Outpatient Facility and Independent Lab	Plan pays 100%	Plan pays 100% after deductible	Plan pays 80% after deductible
25	Emergency Room, Urgent Care & Emergency Care	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	Advanced Radiology (MRI, MRA, CAT, PET Scan)	Plan pays 100%	Plan pays 100% after deductible for services provided in Physician Office, Outpatient Facility	Plan pays 80% after deductible for services provided in Physician Office, Outpatient Facility
27	Ambulance (Emergency Only)	Plan pays 100%	Plan pays 100% after deductible	Plan pays 100% after deductible
28	Maternity	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	Hospice	Plan pays 100% includes inpatient Hospital, outpatient, and other healthcare facilities	Plan pays 100% after deductible includes inpatient Hospital, outpatient, and other healthcare facilities	Plan pays 80% after deductible includes inpatient Hospital, outpatient, and other healthcare facilities
30	Bereavement Counseling	Plan pays 100% includes inpatient Hospital, outpatient, and other healthcare facilities	Plan pays 100% after deductible includes inpatient hospital, outpatient, and other healthcare facilities	Plan pays 80% after deductible includes inpatient hospital, outpatient, and other healthcare facilities

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

Benefit Provision	HMO	HDHP	
	In Network	In Network	Out of Network
31 Abortion (Elective and non-elective)	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 Family Planning - Men	Physician Services - \$20 copay; Inpatient Hospital - \$300 copay ; Outpatient Facility - \$150 copay; Professional services - plan pays 100%	Plan pays 100% after deductible includes inpatient hospital, outpatient, physician office, and professional services	Plan pays 80% after deductible includes inpatient hospital, outpatient, physician office, and professional services
33 Family Planning - Women	Plan pays 100%	No Cost - Plan pays 100% includes inpatient hospital, outpatient, physician office, and professional services	Plan pays 80% after deductible includes inpatient hospital, outpatient, physician office, and professional services
34 Infertility - lifetime maximum does not apply	Physician Services - \$20 copay; Inpatient Hospital - \$300 copay ; Outpatient Facility - \$150 copay; Professional services - plan pays 100% Includes Lab, radiology, counseling, surgical treatment, artificial insemination, in-vitro fertilization, GIFT, ZIFT	Plan pays 100% after deductible includes inpatient hospital, outpatient, physician office, and professional services. Includes Lab, radiology, counseling, surgical treatment, artificial insemination, in-vitro fertilization, GIFT, ZIFT	Plan pays 80% after deductible includes inpatient hospital, outpatient, physician office, and professional services. Includes Lab, radiology, counseling, surgical treatment, artificial insemination, in-vitro fertilization, GIFT, ZIFT
35 Organ Transplants	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 Dental Care	Physicians Office - \$20 copay; Inpatient Facility - \$300 per admission copay; Outpatient Facility - \$150 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 Mental Health/Substance Abuse	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*