

**AGREEMENT**

**between**

**THE TOWN OF SEYMOUR**

**and**

**SEYMOUR TOWN HALL EMPLOYEES**

**LOCAL 1303-240 OF COUNCIL 4  
AFSCME, AFL-CIO**

**JULY 1, 2017 TO JUNE 30, 2021**

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This Agreement entered into effective July 1, 2017 by and between the Town of Seymour, hereinafter referred to as the "Town," and Local 1303-240 of Connecticut Municipal Council 4, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union."

**ARTICLE I**  
**RECOGNITION**

**Section 1.0**

The Town hereby recognizes the Union as the sole and exclusive representative for the purposes of collective bargaining on matters of wages, hours and other conditions of employment for all non-supervisory Clerical, Clerical Administrative and Custodial employees as certified by the Connecticut State Board of Labor Relations in Decision No. 2710, dated March 3, 1989.

**ARTICLE II**  
**UNION SECURITY**

**Section 2.0**    **Union Security**

All new employees shall, upon the signing of this Agreement, either become members of the Union after thirty (30) days of employment or refrain from joining the Union, and so long as they remain non-members, as a condition of employment, pay to the Union a service fee equivalent to the dues uniformly required of the members. Employees who withdraw or refrain from joining the Union, shall, as a condition of employment, execute in writing, a deduction authorization for the limited purpose of authorizing the Town to deduct from their wages such service fees fixed and certified in writing by the Union which would be payable by such non-union employees.

**Section 2.1**    **Deduction of Dues**

The Employer agrees to deduct dues and/or fees weekly, as certified by AFSCME, from the wages of all employees covered by this Agreement. Such deductions shall be remitted each month to the Union together with a list of names of employees from whose wages such deductions have been made. The Union shall save the Town harmless from any and all claims, demands, suits or judgments arising from the implementation of sections 2.0 and 2.1.

**Section 2.2**

The dues deduction for each month will be made weekly and the total amount so deducted will be remitted to the Council 4 Office along with an itemized list of employees showing the amount of dues deducted by the end of the month for which said deductions have been made.

**ARTICLE III**  
**PRIOR PRACTICE AND MANAGEMENT RIGHTS**

**Section 3.0 Management Rights**

Except as otherwise modified or restricted by an express provision of this Agreement, the Town reserves and retains exclusively, whether exercised or not, all the lawful and customary rights, powers and prerogatives of Management. Such rights include, but shall not be limited to, the right to direct and control the workforce, establishing standards of productivity and performance of its employees; determining the objectives of the Town and the methods and means necessary to fulfill those objectives, including the creation or discontinuation of services, departments or programs in whole or in part; the determination or the content of job classifications for newly created positions; the determination of the qualifications for employees based upon the content of available job descriptions; the appointment, promotion, assignment, direction and transfer of personnel; the suspension, demotion, discharge or any other appropriate disciplinary action against its employees for just cause; the relief from duty of its employees because of lack of work or other legitimate reasons; the establishment of reasonable work rules; and the taking of all necessary actions to carry out its objectives in emergencies.

**Section 3.1 Policies and Procedures**

All present policies and procedures will remain in full force and effect for the duration of this Agreement unless it has been superseded by a specific provision of this Agreement.

**Section 3.2 Payment for Certification Classes**

The Town will pay the cost for employees to take State-run classes to obtain certification from the State in their position. Also, the Town shall pay the cost for all classes, seminars, symposiums and/or workshops required to maintain such certification.

**ARTICLE IV**  
**SENIORITY**

**Section 4.0 Definition of Seniority; Loss of Seniority**

Seniority is defined as the continuous length of service from the date of hire with the Town. An employee shall lose seniority for the following:

- A. Having quit voluntarily.
- B. Discharged.
- C. An absence, except in case of lay-off, for three (3) consecutive working days without notifying the Town.
- D. Failure to return to work on the first workday following a period of approved leave of absence except as otherwise provided by law.
- E. Retirement.

F. If recall from layoff time limit has expired.

**Section 4.1 Probationary Period**

All new employees shall serve a probationary period of six months and during said time shall not be eligible to take part in the grievance procedure. During this probationary period an employee may be dismissed for any reason with or without cause by the First Selectman.

**Section 4.2 Super Seniority for Union Officials**

The Union President and stewards, not to exceed four employees in total, as designated in writing to the Employer, shall, in the event of layoff, have super seniority during the term of this Agreement.

**ARTICLE V  
HOURS OF WORK**

**Section 5.0 Workweeks**

All full-time employees except the Custodians shall normally work thirty-five (35) hours per week. The Custodians shall normally work forty (40) hours per week, Monday through Friday. Except as otherwise provided, the starting and quitting time shall be as follows:

Town Hall and Public Works	Monday - Thursday	8:00 a.m. - 5:30 p.m.
	or	
	Monday - Thursday	8:00 a.m. - 4:30 p.m.
	Friday	8:00 a.m. - noon

Employees at Town Hall shall be given at least thirty (30)-days' notice of any change from a four-day to a five-day workweek or from a five-day to a four-day workweek.

Police Department	Monday - Friday	9:00 a.m. - 5:00 p.m.
Head Custodian	Monday - Friday	7:00 a.m. - 3:30 p.m.
Police Dpt. Custodian	Monday - Friday	8:00 a.m. - 4:30 p.m.
Custodian	Monday - Friday	1:30 p.m. - 10:00 p.m.

Custodians' regular workweek and hours may be changed by mutual agreement of the First Selectman and a representative from Council 4.

Library 35 hours per week schedule as assigned by the Town with no work on Sundays. Employees at the Library shall be given at least thirty (30) days' notice of any change in their work schedule. As of June 2017, the assigned workdays and hours are:

Tuesday and Wednesday	9:00 a.m. – 8:00 p.m.
Thursday	9:00 a.m. – 5:30 p.m.
Friday	9:00 a.m. – 5:00 p.m.
Saturday (rotating)	8:00 a.m. – 4:00 p.m.

The library will be open to the public on such days and times as determined by the Town, except that the Library will not be open on Sunday. The Library will be closed on Saturdays in July and August of 2017 and thereafter will remain closed in July and August unless the Town provides the Union and employees at the Library with at least thirty (30) days written notice that the Library will be open to the public during all of part of those months.

Library employees will continue the practice of being paid to come into work at 8:00 a.m. on Saturday, but the Library will not open until 9:00 a.m. Employees at the Police Department except for Custodians will receive one hour for lunch and two ten minute breaks, one in each half of the shift. Employees at Town Hall working a Monday through Thursday workweek will receive forty-five minutes for lunch and two ten-minute breaks. Employees at Town Hall working a Monday through Friday workweek will receive one hour for lunch and two ten-minute breaks. The Custodians will receive a half hour for lunch and two ten minute breaks, one in each half of the shift.

Part-time employees with the exception of the Library shall not work outside the normal hours of operation for their respective departments.

Deputy Fire Marshall shall work a total of thirty-five (35) hours with a flexible schedule per calendar week and shall receive overtime pay at the rate of one and one-half time his straight time hourly rate for all hours worked in excess of 40 hours in a calendar week.

Employees working will not shorten their workday by taking lunch at the end of the day.

### **Section 5.1 Overtime and Compensatory Time**

Absent an emergency, custodians shall not work more than forty (40) hours in a workweek and all other employees shall not work more than thirty-five (35) hours in a workweek or more than their regularly scheduled workday hours without prior approval and authorization of the First Selectman or the Department Head. The workweek is defined as Monday through Sunday.

- A. Employees working thirty-five (35) hours per week shall earn compensatory time at the rate of one (1) hour for every hour worked between thirty-five (35) and (40) hours per workweek and such employees working a Monday through Friday schedule shall earn compensatory time at the rate of one (1) hour for every hour worked between seven (7)

and eight (8) hours in a workday. Employees (excluding the Deputy Fire Marshal) working a 35-hour workweek shall earn one and one half (1 ½) hours of compensatory time for every hour worked in excess of forty (40) hours in any one (1) workweek or for any work performed on Saturday, provided Saturday is not a regularly scheduled workday. When the Deputy Fire Marshal works more than forty (40) hours in any one (1) workweek, he may elect whether to be paid overtime at the rate of one and one-half (1 ½) times his regular hourly rate (regular weekly salary divided by 35) or earn compensatory time at the rate of one and one half (1 ½) hours for every hour worked in excess of forty (40) hours.

- B. Except as provided herein below, employees working forty (40) hours per week shall earn compensatory time at the rate of one and one-half (1 ½) hours for every hour worked in excess of eight (8) hours in a workday, forty (40) hours in any one (1) workweek, or for any work performed on Saturday, provided Saturday is not a regularly scheduled workday. The Employer shall continue the practice of paying overtime to Custodians for snow removal duties. For time worked in excess of forty (40) hours in a workweek, the Deputy Fire Marshal may elect to be paid overtime at the rate of one and one-half (1 ½) times his regular hourly rate (regular weekly salary divided by 35) or earn compensatory time at the rate of one and one-half (1 ½) hours.
- C. Employees (excluding the Deputy Fire Marshal) shall earn two (2) hours of compensatory time for every hour of work performed on Sundays, or on holidays as listed herein, plus the regular holiday pay. The Deputy Fire Marshall may elect to be paid overtime at the rate of two (2) times his regular hourly rate (regular weekly salary divided by 35) or earn compensatory time at the rate of two (2) hours for every hour of work performed on Sundays, or on holidays as listed in Section 7.0 plus regular holiday pay.

## **Section 5.2 Tardiness**

If the Town uses a time-keeping device, then the following rules shall be established:

Any employee who is late at the start of the day seven minutes or less shall not be docked for said tardiness. Tardiness of more than seven minutes shall result in pay being docked in five (5) minute increments.

## **ARTICLE VI WAGES**

### **Section 6.0**

- A. Effective July 1, 2017, all full-time bargaining unit employees shall receive a general wage increase of 2.49% and be paid in accordance with Appendix A-1. Effective July 1, 2017, all part-time bargaining unit employees shall receive a general wage increase of 2.49% and be paid in accordance with Appendix B-1.
- B. Effective July 1, 2018 all full-time bargaining unit employees shall receive a general wage increase of 2.49% and be paid in accordance with Appendix A-2. Effective July 1,

2018, all part-time employees shall receive a general wage increase of 2.49% and be paid in accordance with Appendix B-2.

- C. Effective July 1, 2019, all full-time bargaining unit employees shall receive a general wage increase of 2.49% and be paid in accordance with Appendix A-3. Effective July 1, 2019, all part-time bargaining unit employees shall receive a general wage increase of 2.49 % and be paid in accordance with Appendix B-3.
- D. Effective July 1, 2020, all full-time bargaining unit employees shall receive a general wage increase of 2.49% and be paid in accordance with Appendix A-4. Effective July 1, 2020, all part-time bargaining unit employees shall receive a general wage increase of 2.49 % and be paid in accordance with Appendix B-4.

### **Section 6.1 Step Movement**

Subject to the right under section 6.2 of the Town to hire new employees at above Step 1, employees hired after July 1, 2015 shall move on the Step scale in the following order:

- Step 1 at the time of hire
- Step 2 at the end of probation
- Step 3 at 1 year
- Step 4 at 2 years, and
- Step 5 at 3 years

All employees moving through the Step scale as of July 1, 2015 shall be grandfathered into the Step scale in the current collective bargaining.

### **Section 6.2 New Employees Hired Above Step 1**

The Board of Selectmen reserves the right to adjust salaries of new employees between Step 1 and Step 5. Employees who are not receiving Step 5 for their position shall move to the next step when their service time with the Town reaches the time corresponding to the next step (e.g. an employee hired at Step 2 will move to Step 3 after completion of one (1) year of service).

### **Section 6.3 Bonuses**

Each full-time employee (employees regularly scheduled to work thirty (30) or more hours per week) will receive the following lump sum bonuses less standard deductions and withholdings:

One thousand five hundred dollars (\$1,500) payable in the first paycheck of the fiscal year that begins on July 1, 2017.

One thousand five hundred dollars (\$1,500) payable in the first paycheck of the fiscal year that begins on July 1, 2018.



One thousand five hundred dollars (\$1,500) payable in the first paycheck of the fiscal year that begins on July 1, 2019.

One thousand five hundred dollars (\$1,500) payable in the first paycheck of the fiscal year that begins on July 1, 2020.

**ARTICLE VII**  
**MEDICAL INSURANCE AND OTHER BENEFITS**

**Section 7.0 Medical Benefits**

A. Medical Benefits

Effective July 1, 2017, the Town will offer only a High Deductible Health Plan (HDHP) with a Health Savings Account (HSA) to employees who work on average 30 or more hours per week or as otherwise required by law. All current employees and their eligible dependents covered by the Century Preferred PPO Plan who want to continue to participate in the group health insurance coverage offered by the Town must switch to the HDHP effective July 1, 2017.

IRC Section 125 Plan: These contributions may be made through an IRC Section 125 Plan if the employee so elects. Section 125 Plan Employee payments for premium costs shall be made through a payroll deduction, which will be done by the adoption of an IRS Code Section 125 pre-tax premium conversion account so that health insurance contributions may be made from pre-tax dollars.

The HDHP shall have a shared annual deductible of \$2,000 individual and \$4,000 family for in-network and out-of-network services. Once the annual deductible is met, the plan will pay 100% for in-network services excluding prescription drug co-payments. Out-of-network services shall be subject to an 80%/20% coinsurance to a coinsurance maximum of \$3,000 for individual coverage and \$6,000 for aggregate family coverage. The shared in-network and out-of-network out-of-pocket annual maximum shall be \$5,000 for individual coverage and \$10,000 for aggregate family coverage. Prescription co-pays of \$5 for generic drugs, \$25 for listed brand name drugs, and \$40 for non-listed brand name drugs made after the annual deductible is satisfied will count towards the out-of-pocket maximum. A summary listing of benefits is provided in Appendix C. The prescription plan is also set forth in Appendix C.

Effective July 1, 2017, employees will pay 1% of the premium cost of the HDHP and employees will continue to pay 1% of the premium cost during the plan year beginning July 1, 2018. Effective July 1, 2019, employees will pay 2% of the premium cost of the HDHP. Effective July 1, 2020, employees will pay 2% of the premium cost of the HDHP.

A HSA shall be established by the Town for each eligible employee who participates in the HDHP Plan. For the plan years beginning on the dates below, the Town shall make contributions by direct deposit to the eligible employee's HSA a portion of the in-network annual deductible based on the following percentages and schedules:

7/1/2017	50%	full amount paid on July, 1, 2017
7/1/2018	50%	full amount paid on July 1, 2018
7/1/2019	50%	½ paid in July and ½ paid in January
7/1/2020	50%	½ paid in July and ½ paid in January

For employees ineligible to contribute to a Health Savings Account, a Health Reimbursement Arrangement (HRA) will be established and funded by the Town by direct deposit to the employee's HRA in the same amount that would have been paid into an HSA had the employee been eligible and at the same times. HRA balances will roll over year to year up to the full deductible amount. HRAs are owned by the Town, and employees forfeit their HRA balances at the end of their employment.

If an employee commences participation in the HDHP mid-year, the first employer contribution to the HSA or the HRA will be prorated based on the first full month of coverage.

The plan year for the HDHP shall be July 1st through June 30th.

FSA Plan:

Eligible employees participating in the HDHP/HSA Plan will be allowed to participate in the FSA for dependent care only. All eligible employees will be allowed to deposit monies into a FSA under Section 125 of the IRS Code for the purpose of dependent care expenses. These monies may be expended for medical care and/or dependent care under Section 129 of the IRS Code. Eligible employees may also voluntarily contribute additional monies into their FSA in accordance with Sections 125, 129, and 105(h) of the IRS Code.

The Town's cost for the FSA shall not exceed eight hundred (\$800) dollars for start-up, two hundred and fifty (\$250) dollars for annual renewal and five (\$5) per participant each month. Any additional costs associated with the FSA will be borne by all the participants in the plan.

The foregoing benefits are subject to the terms and conditions of the carriers' master policies which shall control in all cases.

- B. Change in Plans: The Town may change carriers during the life of the Agreement provided the level of benefits is substantially equivalent to those set forth above.
- C. Payment for Waiver of Group Health Insurance Benefits: Employees may waive all group health insurance benefits and, in lieu thereof, be paid \$5,000 each year provided the spouse of any such employee is not also an employee of the Town or Board of Education, covered by a collective bargaining agreement, and receiving medical benefits under the agreement.

**Section 7.1 Retirement Plan**

All employees who are assigned to work twenty (20) or more hours every week shall be covered by the provisions of the Connecticut Municipal Employee's Retirement Fund, Part B.

**Section 7.2 Retiree Medical Benefits**

The Town shall provide the basic medical plan at the Town's expense to an employee who retires between the ages of 55 and 65 with at least 10 years of service and his/her eligible spouse provided that employees with less than twenty years of service shall pay 50% of the difference between single coverage and employee plus spouse coverage; employees who retire with twenty or more years of service shall pay 25% of the difference between single coverage and employee plus spouse coverage; and employees who retire with twenty-five or more years of service shall be entitled to receive employee plus spouse coverage without charge by the Town. Employees hired on or after July 1, 2002 who retire between the ages of 55 and 65 with ten years of service shall pay 50% of the difference between single and employee plus spouse coverage. At age 65, the Town shall provide to retirees and his/her eligible spouse, at the Town's expense, Blue Cross Blue Shield 65 High Options, Blue Shield 65 — Plan 82 as a Medicare Supplement Insurance.

No retiree medical benefits will be provided to employees hired after June 1, 2017.

**Section 7.3 Life Insurance**

Commencing with the employee's 181st day of full-time employment the Town shall provide a Life Insurance Policy for each full-time employee working thirty (30) or more hours in a week in the amount of one and one-half (1-1/2) times the employee's salary. For part-time employees who work at least 19.5 hours per week, the Town shall provide a life insurance policy in the amount of \$5,000. The Town will also provide life insurance in the amount of \$5,000 for retirees who were full-time employees. Part-time employees who worked at least 19.5 hours per week who retire shall receive a \$2,500 life insurance policy.

**Section 7.4 Workers' Compensation**

Employees who suffer personal injury while at work shall be eligible for payment under the Workers' Compensation Act.

**Section 7.5 Reopener on IRS Code Section 4980I Excise Tax**

Upon written notice by either party after June 30 2016, the parties agree to meet to negotiate concerning the excise tax set forth in IRS Code Section 4980I. The parties will commence negotiations within thirty (30) days from receipt of the notice.

**ARTICLE VIII  
HOLIDAYS**

**Section 8.0**

The following holidays shall be observed by full-time, permanent employees who work a minimum of 30 hours per week. Employees shall receive a full day's pay providing they work the last full day before and after the Holiday unless excused by the First Selectman or on approved leave.

- |                           |                                       |
|---------------------------|---------------------------------------|
| 1. New Year's Day         | 9. Columbus Day                       |
| 2. One Floating Holiday   | 10. Veteran's Day                     |
| 3. Martin Luther King Day | 11. Thanksgiving                      |
| 4. Presidents Day         | 12. Day After Thanksgiving Day        |
| 5. Good Friday            | 13. Christmas Eve Day                 |
| 6. Memorial Day           | 14. Christmas Day                     |
| 7. Independence Day       | 15. 1/2 Day for New Year's Eve Day    |
| 8. Labor Day              | (Only if it falls on Monday - Friday) |

**Section 8.1    Holidays for Part-time Employees**

Part-time employees, after six months of continuous service, will receive the above Holidays off providing they work the last scheduled day before and after the Holiday unless excused by the First Selectman or his/her designee or on approved leave. Compensation will be at their normal working hours for that day.

**Section 8.2**

For employees working a Monday through Friday workweek, except for employees working at the police department or the library:

- A. If a contractual holiday falls on a Friday, employees will be paid 7.75 hours for Thursday but work only half that day and be paid 4 hours for the Friday holiday.
- B. If a contractual holiday falls on the Saturday or Sunday, it will be celebrated on the following Monday as a day off, and employees will be paid 7.75 hours for the Monday holiday.
- C. For Thanksgiving week, employees will be paid 7.75 hours for Wednesday but work only half that day and receive 7.75 hours pay for Thursday and 4 hours pay for the Friday after Thanksgiving.

The floating holiday must be taken off as a full day. Employees will be paid the same pay they would have been paid had they worked that day. For example, employees working a Monday through Friday workweek will be paid 7.75 hours for Monday, Tuesday, Wednesday or Thursday and 4 hours for Friday.

For employees working a Monday through Thursday workweek, if a holiday listed in Section 7.0 falls on a Friday or Saturday, it shall be celebrated on the preceding Thursday as a day off. If a holiday listed in Section 7.0 falls on a Sunday, it shall be celebrated on the following Monday as a day off.

The current practice of when employees at the Library celebrate days off for contractual holidays that fall on a Monday shall continue for the duration of this Agreement. This provision shall not apply to the half-day for New Year's Eve Day or the Floating Holiday.

## **ARTICLE IX** **VACATIONS**

### **Section 9.0 Full-Time Vacation**

Full-time employees hired prior to the effective date of the successor Agreement to the 2010-2013 Agreement who work a minimum of 30 hours per week will be entitled to the following:

1. 2 weeks after 12 months of employment.
2. 3 weeks after 5 years of employment.
3. 1 extra day for each additional year of employment after 10 years with a maximum of 4 weeks after 15 years of continuous employment.
4. One extra day for each additional year of employment after 15 years of continuous employment with a maximum of 5 weeks after 20 years of continuous employment.

Full-time employees hired on or after the effective date of the successor Agreement to the 2010-2013 Agreement who work a minimum of 30 hours per week will be entitled to the following:

1. 2 weeks after 12 months of employment.
2. 3 weeks after 5 years of employment.
3. 1 extra day for each additional year of employment after 10 years with a maximum of 4 weeks after 15 years of continuous employment.

### **Section 9.1 Part-time Vacation**

Part-time employees hired prior to the effective date of the successor Agreement to the 2010-2013 Agreement who work a minimum of 20 but less than 30 hours per week will be entitled to the following:

1. 1 week after 12 months of employment
2. 2 weeks after 3 years of employment
3. 3 weeks after 7 years of employment

Part-time employees hired on or after the effective date of the successor Agreement to the 2010-2013 Agreement who work a minimum of 20 but less than 30 hours per week will be entitled to the following:

1. 1 week after 12 months of employment.
2. 2 weeks after 3 years of employment.
3. 3 weeks after 7 years of employment.

**Section 9.2 Vacation Must be Used or Lost and Cannot be Accumulated**

Any vacation time earned shall be taken within the fiscal year in which it was earned. There shall be no accumulated vacation time. No unused time will be compensated for. In special circumstances the First Selectmen may grant an employee an extension to use vacation time beyond the end of the fiscal year in which it was earned.

Retiring employees and the surviving spouse or in the absence of a surviving spouse, a deceased employee's estate will receive pay for unused vacation in the year earned. Pay for unused vacation will not be prorated unless the employee retires in July, August or September. Unused vacation to employees who retire in July, August or September will be paid pro rata based on the number of full months worked that year rounded to the next highest whole number.

**ARTICLE X**  
**SICK LEAVE**

**Section 10.0**

- A. All permanent full-time employees shall be granted sick leave with pay at the rate of 1 and 1/4 days per month. Fifteen sick days per year are the maximum allowed. Unused sick leave of any employee may be accumulated up to a maximum total of sixty (60) days, except those employees who have already accumulated above sixty days will be frozen at the number of sick days accumulated as of June 30, 2002, including unused sick days accumulated before April 1, 1985 and after July 1, 1990. After three (3) consecutive sick days are used under this Section, a physician's note may be required by the Town.
- B. Part-time employees who work at least 19.5 hours per week shall be granted two sick days per year with pay after one year of employment; three sick days per year with pay after three years of employment; and six sick days per year with pay after seven years of employment.

**Section 10.1 Payment for Unused, Accumulated Sick Leave**

1. Unused accumulated sick leave may be used for absences due to illness, injury, health condition, or preventive care of the employee or of the employee's spouse or child.
2. At the end of the fiscal year, employees may bank up to fifteen (15) unused sick days, to a maximum of sixty (60), or be paid for up to twelve (12) unused sick days. Employees who had accumulated ninety (90) unused sick days as of June 30, 2002 may bank up to a

maximum of ninety (90) days. Upon retirement or separation from employment for any reason except discharge for cause or resignation in lieu of discharge, employees will be paid a lump sum equal to 100% of their accumulated, unused sick time up to a maximum of sixty (60) days, except that employees who had accumulated ninety (90) unused sick days as of June 30, 2002, will be paid a lump sum equal to 100% of their accumulated, unused sick time up to a maximum of ninety (90) days. Survivors of deceased employees shall be entitled to pay for unused sick leave remaining in that fiscal year and for the amount of unused sick time in the employee's sick leave bank.

### **Section 10.2 Short Term Disability Leave**

The Town will provide for all employees working thirty (30) or more hours per week short term disability leave with a weekly income benefit of seventy (70) percent of the employee's average weekly straight time wage over the course of the twelve months preceding the date the employee becomes disabled from work, but not less than two hundred and fifty (\$250) dollars weekly. Employees who work less than thirty (30) hours per week shall receive in the event of short term disability a weekly income which shall be \$250 per week or an employee's regular weekly gross pay whichever is less.

## **ARTICLE XI LEAVE PROVISIONS**

### **Section 11.0 Bereavement Leave**

All employees shall be allowed up to five (5) days leave with pay for a death in the immediate family (spouse or child, mother, father, sister, brother, mother-in-law, father-in-law).

All employees shall be allowed up to three (3) days leave with pay in event of the death of a brother- in-law, sister-in-law, grandparent, grandchild, or a stepchild.

Employees will also be allowed one (1) day of funeral leave for cousin, aunt, uncle.

Permission to attend the funeral service of a close acquaintance without compensation may be obtained from the First Selectman.

### **Section 11.1 Personal Leave**

Each employee who works a minimum of 19 hours per week shall receive three personal days per year. Each employee who works less than 19 hours per week shall receive one personal day per year. No Personal Days can be accumulated. No unused Personal Days will be compensated for.

### **Section 11.3 Unpaid Leave of Absence**

The First Selectman with the majority vote of the Board of Selectmen present may grant leave of absence without pay to any employee, upon the employee's request. Such leave shall be for a

period not to exceed three (3) months. This leave of absence must be due to illness or personal problems. No employee will be granted leave of absence to work at another job.

#### **Section 11.4 Jury Duty**

Employees shall be granted leaves for required jury duty. Employees shall receive that portion of their regular wages/salary which will, together with their jury duty pay or fees, equal their total wages/salary for the same period, less required deductions for taxes on portion of wages/salary paid to them by the Town.

#### **Section 11.5 Closure of Town Hall Due to Snowstorms or Emergencies**

The Town shall pay each employee their regular day's wages whenever the Town Hall, or the employee's assigned work place, is closed due to snowstorms or any unforeseen emergency.

#### **Section 11.6 Family Medical Leave**

Any employee who is an "eligible employee" as defined under the Federal Family and Medical Leave Act (FMLA), 29 U.S.C. Section 2601 et seq., shall be granted a leave of absence in accordance with the provisions of the FMLA, including as follows:

1. Up to twelve (12) weeks of FMLA leave during a twelve (12) month period in accordance with the FMLA. Any paid leave time must be exhausted first in situations where the leave being taken by the employee is covered by the FMLA, and said paid leave time shall be included in (and shall not be in addition to) the aforementioned twelve (12) weeks of allowable FMLA leave. A medical certificate acceptable to the Town shall be required for FMLA leave situations.
2. Up to twelve (12) weeks of FMLA leave for certain qualifying exigencies arising out of a covered military member's active duty status, or notification of an impending call or order to active duty status in support of a contingency operation.
3. Up to twenty-six (26) weeks of leave in a single 12-month period to care for a covered service member recovering from a serious injury or illness incurred in the line of duty on active duty. Eligible employees are entitled to a combined total of up to 26 weeks of all types of FMLA leave during the single 12-month period.

#### **Section 11.7 Payment for Full Days or Weeks Off and for Partial Days Off**

Employees working at Town Hall and the Community Center who take a full workweek off for vacation or paid sick time will use and be paid thirty-five (35) hours. Such employees who take off a full day for vacation, sick leave, personal leave, or bereavement leave will use and be paid to the same number of hours the employee would have been paid for working that particular day. For example, employees working a Monday through Friday workweek will be paid 7.75 hours for Monday, Tuesday, Wednesday or Thursday and four (4) hours for Friday.



Employees may take vacation, sick leave, and personal leave in one-hour increments. When less than a full day is taken, employees will be charged and paid for the number of hours actually taken off regardless of the day of the workweek based on a seven (7) hour day. For example, if an employee with three (3) personal days takes two (2) hours of personal leave on each of 4 workdays, the employee will be paid eight (8) hours of pay and have thirteen (13) hours of paid personal leave remaining for the contract year.

The above provisions apply to leave granted for jury duty subject to offset for any daily jury duty pay received.

## **ARTICLE XII** **GRIEVANCE PROCEDURE**

### **Section 12.0**

Any time limits specified within this Article may be extended by mutual agreement of the Union and the Town provided that if a grievance is not submitted to a higher step in the above procedure, it shall be deemed settled on the basis of the Town's answer in the last step considered.

### **Section 12.1**

Grievances arising out of matters covered by this Agreement shall be processed in the following manner if requested:

**Step 1** — An employee and or the Union President or President's designee may submit a written grievance in accordance with this section to the First Selectman, or in his absence, to his designee and the appropriate Department Head, within 10 working days after the occurrence (or knowledge of the occurrence, or with reasonable diligence should have known.) The First Selectman, or said designee and the appropriate Department Head will make an effort to resolve the grievance and will render an answer in writing to the grievance within five (5) working days of the receipt of the grievance. This answer will be provided to the aggrieved employee and/or the Union President or President's designee.

**Step 2** — If the aggrieved employee and/or the Union President or President's designee is not satisfied with the decision rendered by the First Selectman or his designee and the said Department Head, the grievance may be submitted in writing to the full Board of Selectmen within five (5) working days of the decision. The full Board of Selectmen shall consider the grievance at its next scheduled meeting. The Board of Selectmen shall render an answer to the grievance within five (5) working days after such scheduled meeting, to the aggrieved employee and/or the Union President or President's designee.

### **Step 3 — Arbitration**

If the grievance is not resolved by the decision of the Board of Selectmen, the Union may, within thirty (30) days of the receipt of said answer, submit the grievance to arbitration by the Connecticut State Board of Mediation and Arbitration in accordance with the State Board's rules. The arbitration decision shall be final and binding on both parties.

### **Section 12.2**

One (1) officer of the Local Union or that Union representative who actually represents the employee(s) at any steps of the grievance procedure shall be permitted reasonable time off without loss of pay for all time actually spent in hearings. The same shall apply for the principal participants.

### **Section 12.3**

For purpose of the grievance procedure a working day is defined as Monday through Friday including holidays.

## **ARTICLE XIII** **REDUCTION IN FORCE**

### **Section 13.0**

When insufficiency of funds necessitates a reduction in force, layoffs shall take place in the following order:

- A. Probationary employees.
- B. The employee with the least seniority in a department. If the laid off employee has more seniority than an employee in a comparable or lower class, then said employee may bump the least senior employee in a comparable or lower paid position in another classification, provided the bumping employee is capable of performing the work without further formal training. For purposes of this section the comparability of classes shall be based on the rates of pay as contained in Appendix A.
- C. If a new position is open in any department within the bargaining unit, the employee(s) on layoff shall be recalled, in seniority order if qualified and able to perform the duties of the new position without formal training, and will be given the opportunity to be placed in said position. The employee(s) shall have a probationary period of 6 months,  
  
and if his/her performance is satisfactory by the Department Head and the First Selectman, he/she shall be considered as qualified to remain permanently in the position.

### **Section 13.1**

All laid off employees shall have recall rights for a period of 18 months. No new employee shall be hired until all laid off employees have been given the opportunity to return to work within their department, provided they are qualified and able to perform the work available without formal training. Ten (10) days written notice of recall shall be mailed to the last known address of the employee by certified mail. Employee must return to work within ten (10) days the date of mailing the certified letter.

**ARTICLE XIV**  
**DISCIPLINARY ACTION**

**Section 14.0**

All employees shall be evaluated annually by their respective Department Heads, in writing on forms supplied by the First Selectman. A copy of said evaluation shall be signed by both the employee and the Department Head and forwarded to the First Selectman after such review by said officials the evaluations shall be placed in the employee file.

All employees come under the jurisdiction of the First Selectman and the Board of Selectman. Library employees come under the jurisdiction of the Library Board of Directors and Librarian.

**Section 14.1**

- A. Disciplinary action shall be for just cause and shall be applied in a fair manner and shall be consistent with the infraction or offense for which the disciplinary action is being applied.
- B. Disciplinary actions ordinarily will be progressive and may include, although not necessarily in this order:
  - 1. Documented oral warning;
  - 2. A written warning or reprimand;
  - 3. Suspension for a period not to exceed five (5) days; and
  - 4. Discharge.

The parties recognize that the seriousness and/or consequences of the situation may in appropriate circumstances warrant skipping one or more steps of progressive discipline and in some instances proceeding immediately to discharge.

- C. All disciplinary actions will be placed in the employee's personnel file and suspensions and discharges may be processed as grievances under Article XI. Employees have the right to place rebuttals to documented oral and written warnings and reprimands in their personnel files. Documented oral warnings and written warnings will be removed from the employee's record one year after violation unless the employee receives a second warning or further discipline within the one-year period. If such a warning is not removed, then it becomes a permanent part of the employee's personnel file.

**Section 14.2**

Within two regularly scheduled workdays of any discipline, the employee and the President of the Union shall be furnished, in writing, a statement describing the discipline imposed and the reasons for such action.

**ARTICLE XV**  
**POSTING**

**Section 15.0**

The First Selectman or his/her designee shall make known all permanent vacancies for all union positions. The Town shall post announcements for such vacancies for at least ten (10) days on the Town's website and shall either e-mail them to all bargaining unit employees or post announcements for such vacancies for ten (10) days in Town Hall. The Town may also place such announcements in at least one newspaper having general circulation in this area. The President of the Union shall be given copies of all job posting. The announcement for same shall include the following: Job title, Salary Range, Nature of Work, Minimum Qualifications, Closing Date and any other information regarding the position deemed necessary by the First Selectman or the head of the Human Resources Department. Applications shall be made on forms provided by the First Selectman. All applications must be returned to the First Selectman's Office or the Human Resources Department. The First Selectman, the head of Human Resources and the Department Head will conduct interviews and will make a recommendation to the Board of Selectmen for their decision.

**Section 15.1**

All vacancies for Union positions can be applied for by Town employees and others, although bargaining unit employees shall be given preference provided he/she is the most qualified applicant for the position. Applicants will be interviewed by the Department Head and the Human Resources Director, and new hires and applicants for promotions must be approved by the First Selectman. In the event two or more individuals are rated equally, then the position shall be given to the most senior Town employee of those tied and ranked the same.

**ARTICLE XVI**  
**PROMOTIONS AND WORK OUT OF CLASSIFICATION**

**Section 16.0**

When initially appointed to fill a promotional vacancy, the employee shall be paid at the rate in the new wage group which provides an increase but not less than step 4. Employees who are not promoted to the maximum rate shall be advanced to the maximum rate after 6 months in the promoted position.

**Section 16.1**

When an employee is required to perform the work of a higher paid position on a temporary basis he/she shall be paid the maximum rate for that position, commencing on the fourth (4th) consecutive workday. The employee shall receive pay at the higher classification's rate of pay for vacation and personal days after thirty consecutive workdays in the higher classification, provided the employee is still working in that higher classification at the time the employee takes vacation or personal time.

**ARTICLE XVII**  
**MILEAGE REIMBURSEMENT**

**Section 17.0**

Employees who use their private automobiles for official business as authorized by their immediate supervisor shall be compensated at the then current rate set by the IRS. Claims must be submitted monthly for the previous month. Employees must submit their compensation claim to their immediate supervisor for approval.

**ARTICLE XVIII**  
**SAVINGS**

**Section 18.0**

Should any provision of this Agreement be determined to be invalid by a Court of competent jurisdiction the validity of the remaining portions of this Agreement shall not be affected. The Parties agree to immediately commence negotiations over a substitute for the invalidated provision.

**ARTICLE XIX**  
**DURATION**

**Section 19.0**

Unless specifically provided otherwise herein, this contract shall be in full force and effect from the date of its acceptance until June 30, 2021. Negotiations for a successor agreement shall be conducted according to the provisions of the Municipal Employee Relations Acts. The parties will commence negotiations no later than January 1, 2021.

**Town of Seymour**

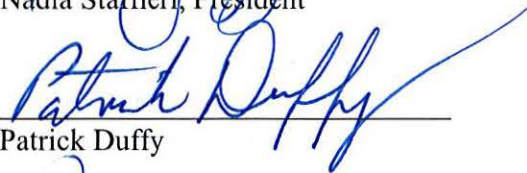


W. Kurt Miller, First Selectman

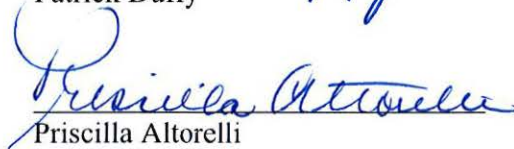
**Local 1303-240**



Nadia Staffieri, President



Patrick Duffy



Priscilla Altorelli



Caroline Spaulding



Kelly Cashman, Staff Representative

Date: June 13, 2017

**SALARY SCALE FOR FULL-TIME EMPLOYEES**  
**APPENDIX A-1**  
**JULY 1, 2017**

Class I	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
		6 mo.	1 year	18 mo.	2 years
<i>***Deputy Town Clerk</i>					33.28
Manager of Operations and Grants	28.66	29.23	30.33	30.91	31.73
Accounting Manager	28.66	29.23	30.33	30.91	31.73
Deputy Fire Marshall	28.66	29.23	30.33	30.91	31.73
Assistant Head Librarian	25.5	26.07	27.17	27.75	28.57
Assistant Tax Collector	25.5	26.07	27.17	27.75	28.57
Head Custodian	25.5	25.5	27.17	27.75	28.57
Assistant Assessor	25.5	25.5	27.17	27.75	28.57
Assistant Town Clerk	24.61	25.35	26.41	27.00	27.84
Executive Assistant to Public Works	24.61	25.35	26.41	27.00	27.84
Executive Assistant to Police Dept/Chief	24.61	25.35	26.41	27.00	27.84
Head of Children Services – Library	24.61	25.35	26.41	27.00	27.84
Recreation Services Manager	24.61	25.35	26.41	27.00	27.84
<i>*** Red Circled Classification</i>					
Class II					
Fiscal Aide AP	20.18	20.97	22.18	23.36	24.39
Building Aide	20.18	20.97	22.18	23.36	24.39
Police Department/Records	20.18	20.97	22.18	23.36	24.39
Town Hall Floater	20.18	20.97	22.18	23.36	24.39
Class III					
Assistant Custodian	19.81	20.59	21.79	23.00	24.18
Class IV					
Reference Librarian – Library	20.27	20.97	22.12	23.21	23.82
Adult Service Tech – Library	19.40	20.11	21.36	22.49	23.13
Circulation Assistant – Library	19.40	20.11	21.36	22.49	23.13
Collection/Children’s Services – Library	19.40	20.11	21.36	22.49	23.13
Class V					
Assessor’s Office Clerk	18.15	18.92	20.07	21.11	21.69
Town Hall Clerk(s)	18.15	18.92	20.07	21.11	21.69
Payroll Clerk	18.15	18.92	20.07	21.11	21.69

**SALARY SCALE FOR FULL-TIME EMPLOYEES  
APPENDIX A-2  
JULY 1, 2018**

Class I	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
		6 mo.	1 year	18 mo.	2 years
<i>***Deputy Town Clerk</i>					34.11
Manager of Operations and Grants	29.37	29.96	31.09	31.68	32.52
Accounting Manager	29.37	29.96	31.09	31.68	32.52
Deputy Fire Marshall	29.37	29.96	31.09	31.68	32.52
Assistant Head Librarian	26.13	26.72	27.85	28.44	29.28
Assistant Tax Collector	26.13	26.72	27.85	28.44	29.28
Head Custodian	26.13	26.13	27.85	28.44	29.28
Assistant Assessor	26.13	26.13	27.85	28.44	29.28
Assistant Town Clerk	25.22	25.98	27.07	27.67	28.53
Executive Assistant to Public Works	25.22	25.98	27.07	27.67	28.53
Executive Assistant to Police Dept/Chief	25.22	25.98	27.07	27.67	28.53
Head of Children Services – Library	25.22	25.98	27.07	27.67	28.53
Recreation Services Manager	25.22	25.98	27.07	27.67	28.53
<b>*** Red Circled Classification</b>					
<b>Class II</b>					
Fiscal Aide AP	20.68	21.49	22.73	23.94	25.00
Building Aide	20.68	21.49	22.73	23.94	25.00
Police Department/Records	20.68	21.49	22.73	23.94	25.00
Town Hall Floater	20.68	21.49	22.73	23.94	25.00
<b>Class III</b>					
Assistant Custodian	20.30	21.10	22.33	23.57	24.78
<b>Class IV</b>					
Reference Librarian – Library	20.77	21.49	22.67	23.79	24.41
Adult Service Tech – Library	19.88	20.61	21.89	23.05	23.71
Circulation Assistant – Library	19.88	20.61	21.89	23.05	23.71
Collection/Children’s Services – Library	19.88	20.61	21.89	23.05	23.71
<b>Class V</b>					
Assessor’s Office Clerk	18.60	19.39	20.57	21.64	22.23
Town Hall Clerk(s)	18.60	19.39	20.57	21.64	22.23
Payroll Clerk	18.60	19.39	20.57	21.64	22.23



**SALARY SCALE FOR FULL-TIME EMPLOYEES  
APPENDIX A-3  
JULY 1, 2019**

Class I	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
		6 mo.	1 year	18 mo.	2 years
*** <i>Deputy Town Clerk</i>					34.96
Manager of Operations and Grants	30.10	30.71	31.86	32.47	33.33
Accounting Manager	30.10	30.71	31.86	32.47	33.33
Deputy Fire Marshall	30.10	30.71	31.86	32.47	33.33
Assistant Head Librarian	26.78	27.39	28.54	29.15	30.01
Assistant Tax Collector	26.78	27.39	28.54	29.15	30.01
Head Custodian	26.78	26.78	28.54	29.15	30.01
Assistant Assessor	26.78	26.78	28.54	29.15	30.01
Assistant Town Clerk	25.85	26.63	27.74	28.36	29.24
Executive Assistant to Public Works	25.85	26.63	27.74	28.36	29.24
Executive Assistant to Police Dept/Chief	25.85	26.63	27.74	28.36	29.24
Head of Children Services – Library	25.85	26.63	27.74	28.36	29.24
Recreation Services Manager	25.85	26.63	27.74	28.36	29.24
*** Red Circled Classification					
Class II					
Fiscal Aide AP	21.19	22.03	23.30	24.54	25.62
Building Aide	21.19	22.03	23.30	24.54	25.62
Police Department/Records	21.19	22.03	23.30	24.54	25.62
Town Hall Floater	21.19	22.03	23.30	24.54	25.62
Class III					
Assistant Custodian	20.81	21.63	22.89	24.16	25.40
Class IV					
Reference Librarian – Library	21.29	22.03	23.23	24.38	25.02
Adult Service Tech – Library	20.38	21.12	22.44	23.62	24.30
Circulation Assistant – Library	20.38	21.12	22.44	23.62	24.30
Collection/Children’s Services – Library	20.38	21.12	22.44	23.62	24.30
Class V					
Assessor’s Office Clerk	19.06	19.87	21.08	22.18	22.78
Town Hall Clerk(s)	19.06	19.87	21.08	22.18	22.78
Payroll Clerk	19.06	19.87	21.08	22.18	22.78

**SALARY SCALE FOR FULL-TIME EMPLOYEES  
APPENDIX A-4  
JULY 1, 2020**

Class I	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
		6 mo.	1 year	18 mo.	2 years
<i>***Deputy Town Clerk</i>					35.83
Manager of Operations and Grants	30.85	31.47	32.65	33.28	34.16
Accounting Manager	30.85	31.47	32.65	33.28	34.16
Deputy Fire Marshall	30.85	31.47	32.65	33.28	34.16
Assistant Head Librarian	27.45	28.07	29.25	29.88	30.76
Assistant Tax Collector	27.45	28.07	29.25	29.88	30.76
Head Custodian	27.45	27.45	29.25	29.88	30.76
Assistant Assessor	27.45	27.45	29.25	29.88	30.76
Assistant Town Clerk	26.49	27.29	28.43	29.07	29.97
Executive Assistant to Public Works	26.49	27.29	28.43	29.07	29.97
Executive Assistant to Police Dept/Chief	26.49	27.29	28.43	29.07	29.97
Head of Children Services – Library	26.49	27.29	28.43	29.07	29.97
Recreation Services Manager	26.49	27.29	28.43	29.07	29.97
<b>*** Red Circled Classification</b>					
<b>Class II</b>					
Fiscal Aide AP	21.72	22.58	23.88	25.15	26.26
Building Aide	21.72	22.58	23.88	25.15	26.26
Police Department/Records	21.72	22.58	23.88	25.15	26.26
Town Hall Floater	21.72	22.58	23.88	25.15	26.26
<b>Class III</b>					
Assistant Custodian	21.33	22.17	23.46	24.76	26.03
<b>Class IV</b>					
Reference Librarian – Library	21.82	22.58	23.81	24.99	25.64
Adult Service Tech – Library	20.89	21.65	23.00	24.21	24.91
Circulation Assistant – Library	20.89	21.65	23.00	24.21	24.91
Collection/Children’s Services – Library	20.89	21.65	23.00	24.21	24.91
<b>Class V</b>					
Assessor’s Office Clerk	19.53	20.36	21.60	22.73	23.35
Town Hall Clerk(s)	19.53	20.36	21.60	22.73	23.35
Payroll Clerk	19.53	20.36	21.60	22.73	23.35

**SALARY SCALE FOR PART-TIME EMPLOYEES**  
**APPENDIX B-1**  
**JULY 1, 2017**

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Finance Office	18.61	19.40	20.57	21.64	22.23
Payroll	22.23	23.03	24.14	25.21	25.84
Town Clerks Office	18.61	19.40	20.48	21.64	22.23
Tax Collection Office	18.61	19.40	20.57	21.64	22.23
Senior Center	18.61	19.40	20.57	21.64	22.23
Police Department	18.59	19.40	20.57	21.64	22.23
Library	14.22	15.03	16.23	17.29	17.84

**SALARY SCALE FOR PART-TIME EMPLOYEES  
APPENDIX B-2  
JULY 1, 2018**

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Finance Office	19.07	19.88	21.08	22.18	22.78
Payroll	22.78	23.60	24.74	25.84	26.48
Town Clerks Office	19.07	19.88	20.99	22.18	22.78
Tax Collection Office	19.07	19.88	21.08	22.18	22.78
Senior Center	19.07	19.88	21.08	22.18	22.78
Police Department	19.05	19.88	21.08	22.18	22.78
Library	14.57	15.40	16.63	17.72	18.28

**SALARY SCALE FOR PART-TIME EMPLOYEES  
APPENDIX B-3  
JULY 1, 2019**

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Finance Office	19.54	20.38	21.60	22.73	23.35
Payroll	23.35	24.19	25.36	26.48	27.14
Town Clerks Office	19.54	20.38	21.51	22.73	23.35
Tax Collection Office	19.54	20.38	21.60	22.73	23.35
Senior Center	19.54	20.38	21.60	22.73	23.35
Police Department	19.52	20.38	21.60	22.73	23.35
Library	14.93	15.78	17.04	18.16	18.74

**SALARY SCALE FOR PART-TIME EMPLOYEES**  
**APPENDIX B-4**  
**JULY 1, 2020**

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Finance Office	20.03	20.89	22.14	23.30	23.93
Payroll	23.93	24.79	25.99	27.14	27.82
Town Clerks Office	20.03	20.89	22.05	23.30	23.93
Tax Collection Office	20.03	20.89	22.14	23.30	23.93
Senior Center	20.03	20.89	22.14	23.30	23.93
Police Department	20.01	20.89	22.14	23.30	23.93
Library	15.30	16.17	17.46	18.61	19.21

## APPENDIX C HEALTH PLAN SUMMARY



### Lumenos HSA Plan Summary

The Lumenos<sup>SM</sup> HSA plan is designed to empower you to take control of your health, as well as the dollars you spend on your health care. This plan gives you the benefits you would receive from a typical health plan, plus health care dollars to spend your way. And you'll have access to personalized services and online tools to help you reach your health potential.

#### Your Lumenos HSA Plan

**First – Use your HSA to pay for covered services:**

**Health Savings Account**

With the Lumenos Health Savings Account (HSA), you can contribute pre-tax dollars to your HSA account. Others may also contribute dollars to your account. You can use these dollars to help meet your annual deductible responsibility. Unused dollars can be saved or invested and accumulate through retirement.

**Contributions to Your HSA**

For 2015, contributions can be made to your HSA up to the following:  
 \$3,650 individual coverage  
 \$6,650 family coverage

Note: These limits apply to all combined contributions from any source including HSA dollars from rollovers.

**Earn More Money for Your Account**

What's special about your Lumenos HSA plan is that you may earn additional funds for your health account through the Healthy Rewards incentive program.

**Healthy Rewards**

<b>If you do this:</b>	<b>You can earn this in your HSA:</b>
Complete the Health Assessment Online	\$50
Enroll in the Personal Health Coach Program	\$100
Graduate from the Personal Health Coach Program	\$200
Complete our Smoking Cessation Program	\$50
Complete our Weight Management Program	\$50

To receive funds earned through the Healthy Rewards program, you must have an open HSA with MetLife Bank or with another bank through which your employer is sponsoring your HSA.

Some eligibility requirements apply. See page 2 for program descriptions.

**Plus – To help you stay healthy, use:**

**Preventive Care**

100% coverage for nationally recommended services. Included are the preventive care services that meet the requirements of federal and state law, including certain screenings, immunizations and physician visits.

**Preventive Care**

No deductibles from the HSA or out-of-pocket costs for you as long as you receive your preventive care from an in-network provider. If you choose to go to an out-of-network provider, your deductible or Traditional Health Coverage benefits will apply.

**Then –**

**Your Bridge Responsibility**

The Bridge is an amount you pay out of your pocket until you meet your annual deductible responsibility. Your bridge amount will vary depending on how many of your HSA dollars, if any, you choose to spend to help you meet your annual deductible responsibility. If you contribute HSA dollars up to the amount of your deductible and use them, your Bridge will equal \$0.

**Bridge**

Your Bridge responsibility will vary.

HSA dollars spent on covered services plus your Bridge responsibility add up to your annual deductible responsibility.

**Health Account + Bridge = Deductible**

**Annual Deductible Responsibility**

\$2,000 individual coverage  
 \$4,000 family coverage

**If Needed –**

**Traditional Health Coverage**

Your Traditional Health Coverage begins after you have met your Bridge responsibility.

**Traditional Health Coverage**

After your bridge, the plan pays:  
 100% for in-network providers      80% for out-of-network providers

**Additional Protection**

For your protection, the total amount you spend out of your pocket is limited. Once you spend that amount, the plan pays 100% of the cost for covered services for the remainder of the plan year.

**Annual Out-of-Pocket Maximum**

**In-Network and Out-of-Network Providers**  
 \$ 5,000 individual coverage  
 \$10,000 family coverage  
Your annual out-of-pocket maximum consists of funds you spend from your HSA, your Bridge responsibility and your cost share amounts.

If you have questions, please call toll-free 1-888-224-4896  
 CQHSAR05 w/ inc.Ra copays NGS (1/14)

**Healthy Rewards Program**

Your employer will provide you with additional health care dollars in your HSA for the following:

- **Health Assessment:** You and your family members can complete the Health Assessment, our online tool designed to help measure your overall health. One adult family member is eligible to earn \$50 in your HSA per plan year. The health information you provide is strictly confidential.
- **Personal Health Coach:** If you qualify for the Personal Health Coach Program, you'll receive one-on-one assistance from a specially trained registered nurse to help you manage a health condition. Health conditions may include but are not limited to diabetes, asthma, depression, high blood pressure, heart disease and pregnancy. You'll receive \$100 in your account for enrolling in the Personal Health Coach Program (one reward per covered person per year). You'll receive \$200 for achieving your health goals and graduating from the Personal Health Coach Program (one reward per covered person per year).
- **Smoking Cessation Program:** This program helps you manage withdrawal symptoms, identify triggers and learn new behaviors and skills to remain tobacco-free. Participation is open to you and your covered family members age 18 or older, and includes counseling support and tools including nicotine-replacement therapy coverage. You and your spouse are eligible to receive \$50 in your HSA (one reward per person per lifetime) for completing the program.
- **Weight Management Program:** Our Weight Management Program is a personalized phone course designed to help you adopt lifestyle changes necessary to lose weight and maintain weight loss. A team of counselors (a registered dietitian and health educator) with expertise in weight management will help you address healthy eating, physical activity and exercise, stress management, and more. You and your covered family members age 18 and older who have a Body Mass Index (BMI) of 25 or higher are eligible for this program. You and your spouse are eligible to receive \$50 in your HSA (one reward per person per lifetime) for completing the program.

To receive funds earned through Healthy Rewards, you must have an open HSA with MetLife Bank or with a other bank through which your employer is sponsoring your HSA.

**Summary of Covered Services**

**Preventive Care**

Anthem's Lumenos HSA plan covers preventive services recommended by the U.S. Preventive Services Task Force, the American Cancer Society, the Advisory Committee on Immunization Practices (ACIP) and the American Academy of Pediatrics. This Preventive Care benefit includes screening tests, immunizations and counseling services designed to detect and treat medical conditions to prevent avoidable premature injury, illness and death.

All preventive services received from an in-network provider are covered at 100%, are not deducted from your HSA and do not apply to your deductible. If you see an out-of-network provider, then your deductible or out-of-network coinsurance responsibility will apply.

The following is a list of covered preventive care services:

**Well Baby and Well Child Preventive Care**

**Office Visits** through age 18, including preventive vision exams

**Screening Tests** for vision, hearing, and lead exposure. Also includes pelvic exam, Pap test and contraceptive management for females who are age 18, or have been sexually active.

**Immunizations:**

- Hepatitis A
- Hepatitis B
- Diphtheria, Tetanus, Pertussis (DTaP)
- Varicella (chicken pox)
- Influenza – flu shot
- Pneumococcal Conjugate (pneumonia)
- Human Papilloma Virus (HPV) – cervical cancer
- H. Influenza type b
- Polio
- Measles, Mumps, Rubella (MMR)

**Adult Preventive Care**

**Office Visits** after age 18, including preventive vision exams

**Screening Tests** for vision and hearing, coronary artery disease, colorectal cancer, prostate cancer, diabetes, and osteoporosis. Also includes mammograms, as well as pelvic exams, Pap test and contraceptive management.

**Immunizations:**

- Hepatitis A
- Hepatitis B
- Diphtheria, Tetanus, Pertussis (DTaP)
- Varicella (chicken pox)
- Influenza – flu shot
- Pneumococcal Conjugate (pneumonia)
- Human Papilloma Virus (HPV) – cervical cancer

If you have questions, please call toll-free 1-888-224-4896.

CGHSA605 w/ inc. Rx copays NCF (1/14)



**Summary of Covered Services (Continued)**

**Medical Care**

Anthem's Lumenos HSA plan covers a wide range of medical services to treat an illness or injury. You can use your available HSA funds to pay for these covered services. Once you spend up to your deductible amount for covered services, you will have Traditional Health Coverage available to help pay for additional covered services.

The following is a summary of covered medical services under Anthem's Lumenos HSA plan:

- Physician Office Visits
- Inpatient Hospital Services
- Outpatient Surgery Services
- Diagnostic X-rays/Lab Tests
- Emergency Hospital Services
- Inpatient and Outpatient Mental Health and Substance Abuse Services
- Maternity Care
- Chiropractic Care
- Prescription Drugs
- Home health care and hospice care
- Physical, Speech and Occupational Therapy Services
- Durable Medical Equipment

Some covered services may have limitations or other restrictions. With Anthem's Lumenos HSA plan, the following services are limited:

- Skilled nursing facility services limited to 120 days per calendar year.
- Home health care services are limited to 200 visits per calendar year.
- Inpatient rehabilitative services limited to 100 days per member per calendar year.
- PT, OT, ST, and chiropractic services limited to 50 combined visits per member per calendar year.
- Inpatient hospitalizations require authorizations.
- Your Lumenos HSA plan includes an unlimited lifetime maximum per member for in- and out-of-network services.

\* For a complete list of exclusions and limitations, please refer to your Certificate of Coverage.

**Prescription Drugs – copay after deductible (when purchased from a network pharmacy\*)**

**Retail (30 day supply)**

- \$5 Tier 1 copayment
- \$25 Tier 2 copayment
- \$40 Tier 3 copayment

**Mail Order (90 day supply)**

- \$5 Tier 1 copayment
- \$50 Tier 2 copayment
- \$80 Tier 3 copayment

\* For the out-of-network benefit, refer to the Traditional Health Coverage section.

This summary of benefits has been updated to comply with federal and state requirements, including applicable provisions of the recently enacted federal health care reform laws. As we receive additional guidance and clarification on the new health care reform laws from the U.S. Department of Health and Human Services, Department of Labor and Internal Revenue Service, we may be required to make additional changes to this summary of benefits.

If you have questions, please call toll-free 1-888-224-4836.

CG-HSA605 w/Inc Rx copays (1/14)



# Lumenos HSA Plan Summary



This summary is a list of certain of the benefits and coverage provided under the Lumenos plan. It is not intended to be a complete list of the benefits of the plan. This summary is for a Lumenos plan. It does not apply to other plans. It is not intended to be a contract or any other legal document.

Effective 01/01/2015



In the United States, Anthem Blue Cross and Blue Shield is the state name of Anthem Health Plans, Inc. with its primary office in Blue Bell, PA. Anthem Blue Cross and Blue Shield is the state name of Anthem Health Plans, Inc. in the United States. Anthem Blue Cross and Blue Shield is the state name of Anthem Health Plans, Inc. with its primary office in Blue Bell, PA. Anthem Blue Cross and Blue Shield is the state name of Anthem Health Plans, Inc. in the United States. Anthem Blue Cross and Blue Shield is the state name of Anthem Health Plans, Inc. with its primary office in Blue Bell, PA.

If you have questions, please call toll-free 1-888-274-4896.

CG45A605 w/line Re: copays NGF (1/14)

Town of Seymour

**\$5 COPAYMENT GENERIC DRUGS**  
**\$25 COPAYMENT LISTED BRAND-NAME DRUGS**  
**\$40 COPAYMENT NON-LISTED BRAND-NAME DRUGS**  
*Unlimited Annual Maximum*

Description of Benefits	YOU PAY:
<b>Tier 1: Generic drugs</b>	\$5
<b>Tier 2: Listed brand-name drugs</b>	\$25
<b>Tier 3: Non-listed brand-name drugs</b>	\$40
<b>Annual Maximum</b>	unlimited

**How To Use The 3-Tier Managed Rx Program**

The 3-Tier Managed Rx Program incorporates different levels of copayments for three types of prescription drugs: generic, listed brand-name and non-listed brand-name, as defined in the chart above. The formulary lists generics and brand-name drugs that have been selected for their quality, safety and cost-effectiveness. These listed drugs have lower member copays than non-listed drugs (but may not have a lower overall cost in all instances.) You'll minimize your copayments when you use generic prescriptions and listed brand-name prescriptions listed on the formulary. You'll still have coverage for non-listed brand-name drugs not on the formulary, but at a higher cost-share. You will receive a copy of the abbreviated formulary in the mail with your plan documents.

Talk to your provider about using generic drugs or listed brand-name drugs included on the formulary. You'll have lower copayments when you use these drugs.

- You will be responsible for one copayment when purchasing a 30-day supply of prescription drugs from a retail pharmacy.
- You'll be responsible for two copayments when purchasing a 31-day to 90-day supply of maintenance drugs through the mail-order program.

**Generic Substitution:** Prescriptions will automatically be filled with the generic equivalent when available.

- When you purchase a generic drug at a participating pharmacy, you'll only be responsible for a \$5 copayment.
- When a generic equivalent is available and you obtain a listed or non-listed brand-name drug, you will be responsible for the applicable copayment *plus* the difference in cost between the generic and brand-name drug. This provision applies regardless of whether your

provider indicates *dispense as written* or *no substitution* on the prescription, unless your provider obtains Prior Authorization. When Prior Authorization is obtained, you will be responsible only for the applicable brand-name copayment.

**Step therapy**

Step therapy means that you may need to use one medication before benefits for the use of another medication can be authorized.

**Prior Authorization**

A limited number of medications require review and benefit approval before coverage of the medication is authorized.

**Concurrent Drug Utilization Review**

Concurrent Drug Utilization Review (C-DUR) works with the retail pharmacy's standard guidelines to provide a **second level of quality and safety checks**. The process, which is provided on-line as part of the electronic claims filing process, helps promote access to safe, appropriate, cost-effective medications for members. C-DUR involves a series of rules or guidelines, which identify potential medication therapy issues and deliver a message to the pharmacy by computer, before the medication is dispensed. The process alerts the pharmacist of potential issues such as drug-to-drug interactions, refills requested too close together, incorrect dosing or drug duplications.

### **National Pharmacy Network**

Members also have access to a network of more than 55,000 participating pharmacies throughout the country. Members may call 1-800-662-0210 to locate a participating pharmacy when traveling outside the state.

### **Non-participating Pharmacies**

Members who fill prescriptions at a non-participating pharmacy are responsible for payment at the time the prescription is filled. Members must submit claims to Anthem Blue Cross and Blue Shield for reimbursement, and payment will be sent to the member. Members who use non-participating pharmacies will pay 20% of the in-network allowance, plus the difference between Anthem Blue Cross and Blue Shield's payment and the pharmacist's actual charge. Members with a Bluecare POS plan do not have Out of Network pharmacy benefits.

### **Points to Remember**

- Anthem Blue Cross and Blue Shield will provide coverage for prescription drugs dispensed by a pharmacy when prescription drugs are deemed medically necessary based on specific criteria and dispensed pursuant to a prescription issued by a physician, subject to copayment.
- Anthem Blue Cross and Blue Shield will not be liable for any injury, claim or judgment resulting from the dispensing of any drug covered by this plan. Anthem Blue Cross and Blue Shield will not provide benefits for any drug prescribed or dispensed in a manner contrary to normal medical practice.
- Anthem Blue Cross and Blue Shield reserves the right to apply quantity limits to specified drugs as listed on the formulary. If a member requires a greater supply, the member's provider can follow the prior authorization process.

### **Prescription Drug Eligibility**

Eligible prescription drug benefits are limited to injectable insulin and those drugs, biologicals, and compounded prescriptions that are required to be dispensed only according to a written prescription, and included in the United States Pharmacopoeia, National Formulary, or Accepted Dental Remedies and New Drugs, and which, by law, are required to bear the legend "Caution—Federal Law prohibits dispensing without a prescription" or which are specifically approved by the Plan.

### **Limits and Exclusions**

*Benefits are limited to no more than a 30-day supply for covered drugs purchased at a retail pharmacy, and no more than a 90-day supply for covered drugs purchased by mail order. All prescriptions are subject to the quantity limitations imposed by state and federal statutes.*

*This drug rider does not provide drugs dispensed by either than a licensed, retail pharmacy or our mail-order service; any drug not required for the treatment or prevention of illness or injury; vaccines or allergenic extracts; devices and appliances; needles and syringes that are not prescribed by a provider for the administration of a covered drug; prescriptions dispensed in a hospital or skilled nursing facility; drugs for use in connection with drug addiction; over-the-counter or non-legend drugs; antibiotics and suspensions; shampoos, toothpastes/gels and mouthwashes/irrigants.*

*This is not a legal contract. It is only a general description of the 3-Tier Managed Rx Rider with an unlimited annual maximum.*

## DENTAL PLAN

### Town of Seymour

#### How It Works

This dental plan provides coverage for a wide range of dental services up to contractual maximums listed below per insured person per calendar year for the services listed below:

#### **(Category 1) Diagnostic and Preventative Services**

Payable at 100% of usual, customary and reasonable charges at participating dentists:

- Initial oral exams - 1/36 months
- Periodic Oral exams - 2/Year
- Prophylaxis -2/Year
- Topical application of Fluoride - 2/Year to age 19
- Space maintainers to age 19
- X-rays
- Emergency Treatment

*Unlimited Maximum with category 1, 2, 3*

#### **(Category 2) Basic Services**

Payable at 80% of usual, customary and reasonable charges at participating dentists:

- Fillings
  - Root canals
  - Stainless steel crowns (Primary Teeth)
  - Extractions
  - Oral Surgery
  - Repair of dentures - 1/Year
  - Relining of dentures - 1/2 Years
  - Re-cement crown
  - Re-cement bridge
  - Repair bridge
- |             |                 |
|-------------|-----------------|
| Deductible: | \$50 Individual |
| Family:     | \$150 Family    |

*Unlimited Maximum with category 1, 2 3*

Town of Seymour  
Dental Plan Continued

**(Category 3) Major Services**

Payable at 50% of usual, customary and reasonable charges at participating dentists:

- Crowns - 1/Tooth/5 Years
  - Post and core -1/Tooth/5 Years
  - Inlays - 1/Tooth/5 Years
  - Onlays 1/Tooth/5 Years
  - Periodontics
  - Prosthodontics - 1/Tooth/5 Years
- Deductible: \$50 Individual  
Family: \$150 Family

*Unlimited Maximum with category 1, 2, 3.*

**(Category 4) Additional Services**

Payable at 50% of usual, customary and reasonable charges at participating dentists:

- Orthodontics

*Maximum of \$1,500 per lifetime.*

Principal Limitations and Exclusions:

Services received from a dental or medical department maintained by an employer, a mutual benefit association, labor union, trustee or other similar person or group; Services for which the member incurs no Dentists Charge or which are services of a type ordinarily performed by a physician, or charges which would not have been made if insurance was not available; Services with respect to congenital malformations, Services, treatment or supplies furnished by or at the direction of any government, state or political subdivision; Any items not specifically listed in this Policy: Lost or stolen dentures or denture duplication; Gold foil restorations; Temporary services and appliances, such as crown or tooth preparations and temporary fillings, crowns, bridges and dentures; Application of sealants, regardless of reason; Services as determined by the company, that are rendered in a manner contrary to normal dental practice. *This is not a legal policy or contract. It is only a general description of your Anthem Blue Cross & Blue Shield benefits. If there are discrepancies between the dental rider and this summary, the dental rider shall control.*