

AGREEMENT

between

THE TOWN OF VERNON

and

**THE WATER POLLUTION CONTROL SUPERVISORS
REPRESENTED BY
LOCAL 818 OF COUNCIL 4,
AFSCME, AFL-CIO**

July 1, 2012 - June 30, 2015

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PREAMBLE

This Agreement, together with its attached appendices, is between the Town of Vernon, hereinafter referred to as the "Town" and Local 818 D.W.P.C. Supervisors of Council 4, AFSCME, AFL-CIO, hereinafter referred to as the "Union."

ARTICLE I **RECOGNITION**

The Town recognizes the Union as the sole and exclusive Bargaining Representative for the purposes of Collective Bargaining of all supervisory employees of the Town of Vernon who work in The Department of Water Pollution Control Authority (D.W.P.C.A.), excluding the Director, Assistant Director, Business Manager, Laboratory Analysts, Plant Electricians, Clerical employees and all others excluded by the Act. The recognition is granted pursuant to the certification issued by the Connecticut State Board of Labor Relations in Case ME-19,401.

ARTICLE II **UNION SECURITY**

The Town agrees to deduct equal dues or service fees with each paycheck as specified by the Secretary of the Union from the wages of all Town employees covered by this Agreement and forward such dues or fees to the statewide treasurer of Local 818. A signed card authorizing the deduction will be provided to the Finance Office on behalf of each employee for whom the deductions are to be made. The equal service fees remittance to the Union will be accompanied by a list of names of employees from whose wages dues deductions have been made. These lists and dues shall be remitted not later than the last day of the month in which the deductions have been made. A list of addresses will be supplied once a year with the names of employees.

Section 2.1

All employees in the bargaining unit shall, as a condition of employment, pay dues or service fees as specified by the Secretary of the Union.

Section 2.2

The Union agrees to hold the Town harmless from any and all damages arising from the making of authorized deductions or from compliance by the Town with the Union Security provisions of Article II.

Section 2.3

One (1) bulletin board shall be reserved at an accessible place for the exclusive use of the Union for the posting of official Union notices or announcements. The Union reserves the right to choose which building will be used. The parties will mutually agree upon a location within said building. The bulletin board shall be maintained by the Union and shall not contain any material that is derogatory of the Town Administration.

Section 2.4

The Town shall provide the Council 4 Representatives with five (5) signed copies of this Agreement at the time of signing. The Town agrees to provide one (1) copy of the Agreement for each current member of the Union to the Union President for distribution by the Union President. New employees shall be supplied with a copy of the Agreement at the time of hire. Any additional copies of this Agreement must be furnished at the expense of the party desiring them.

ARTICLE III
MANAGEMENT RIGHTS

Section 3.1

The direction of the working forces, including the right to hire, promote, demote, discipline and terminate employees for just cause and to determine and make changes in job content, in the frequency and standards of inspections and in the size of the workforce, to establish, distribute, modify and enforce reasonable rules of employee conduct and employee manuals of operating procedures and safety regulations and to investigate all matters relating to Town operations, citizens relations, employee conduct and the right to layoff employees because of lack of work or other legitimate reasons are right exclusively vested in the Town.

Section 3.2

The Town retains the right to control, determine and change the manner and extent to which the Town's facilities and properties shall be located, operated, increased, decreased, or discontinued and to introduce and change and operate new or improved methods and procedures, to vary the work load due to better methods; to set the standards of quality and quantity of work, and to subcontract work as it has in the past.

Section 3.3

The Town has the right to enforce rules and regulations now in effect, including safety rules, and can issue new rules and regulations, provided such rules and regulations are not arbitrary and capricious and a copy of such rules and regulations will be given to the Union and the employees.

ARTICLE IV
PROBATIONARY PERIOD

All new employees shall be considered probationary during the first six (6) calendar months of employment. During this probationary period, the employee shall not obtain seniority rights, but shall be subject to all other provisions of this Agreement, except as specifically stated herein, and such probationary period employee will be subject to discipline/discharge by the Town without recourse or access to the grievance/ arbitration provisions of this Agreement, as long as the discipline/discharge is not done in an arbitrary or capricious manner. Upon successful

completion or their probationary period an individual employee's seniority shall be retroactive as of the commencement of his /her employment.

ARTICLE V
HOURS OF WORK AND OVERTIME

Section 5.0

The basic work week for full time permanent employees in the bargaining unit shall be a uniform forty (40) hours per week depending upon the classification the employee is in with a standard work week of Monday to Friday. Each day shall consist of eight (8) hours and one-half (1/2) hour for lunch.

Section 5.1

These schedules shall not be deemed a guaranty by the Town nor in any way restrict the Town from scheduling or making changes in the schedule or starting time. In the event the Town desires to make such changes from the present schedule, it shall inform the Union a minimum fifteen (15) working days prior to the change, and bargain over the effects of the change.

Section 5.2 - Overtime

Employees will be required to work overtime when requested. Employees will be paid time and one-half (1-1/2) for those hours worked in excess of forty (40) hours in any one (1) work week, or for all hours worked in excess of eight (8) in one (1) day. In addition, these employees will be paid time and one half (1-1/2) for all worked performed on Saturday and double (2) time for all work performed on Sunday and holidays, in addition to the Holiday pay.

Section 5.3

When employees are called in for work outside their regularly scheduled working hours, he/she shall be paid a minimum of four (4) hours at the applicable rate.

ARTICLE VI
SENIORITY

Section 6.1

The Town shall prepare a list of employees showing their seniority in length of service with the Town covered by this Agreement and deliver the same to the Union President annually at a mutually agreed upon date. Unless the Union files a grievance concerning the list within thirty (30) days of receipt of same, the list shall be presumed to be correct for all purposes of the Contract. Upon completion of their probationary period, new employees shall be added to the list. Seniority for employees hired after signing this Agreement shall have seniority as defined as last date of hire for this bargaining unit for purposes of Articles 6.3 and 6.4.

Section 6.2

The Town retains the right to hire non-employees for any vacancy which occurs. If the Town decides to fill the vacancy with existing bargaining unit personnel, such vacancy will be posted for five (5) days. The employee with the highest departmental seniority who applies for the position or vacancy will be given an opportunity to fill the position or vacancy provided the employee is qualified to do the job as determined by the Director of the D.W.P.C. in accordance with the existing job descriptions. If the Employee is unable to perform the job as determined by the Director of the D.W.P.C., within forty-five (45) days of assuming the position, the employee will return to his/her previous position.

Section 6.2 (a)

All vacancies and new positions covered by this Agreement shall be posted for a minimum period of five (5) working days.

Copies of the job posting listing the person(s) bidding for the job shall be sent to the Union President at the end of the posting period. The Union President shall be notified in writing once an individual has been awarded a position in accordance with this Article.

Section 6.3

In the event of a layoff, the following procedure shall be followed:

- A. Probationary employees within classification followed by:
- B. Employees with the least bargaining unit seniority within classification. An employee who is laid off or whose position is eliminated may bump the least senior in the same classification. If there is no such employee, the employee may bump an employee in an equal or lower classification within the bargaining unit provided he/she is qualified to perform the job.

The Town shall give written notice to the Union President, and to all employees to be affected by a proposed layoff of the proposed layoff and the reasons therefore, at least fourteen (14) working days before the effective date thereof.

Section 6.4

Employees will lose seniority for the following reasons:

- A. Discharge for just cause;
- B. Resignation;
- C. Retirement;
- D. Voluntary quit;
- E. Layoff for more than fifteen (15) months;
- F. Failure to return to work from an authorized leave of absence;

- G. Failure to return to work within ten (10) working days of recall;
- H. Holding another job, without the Town Administrator's written approval while on an authorized leave of absence. Any denial by the Town will not be subject to grievance/arbitration.
- I. Absent without authorized leave.

Section 6.5

Employees who have been laid off shall be entitled to be recalled by the Town for a period of fifteen (15) months starting with the date of the layoff. Laid off employees within classification with the most seniority shall be rehired first provided that he/she has the qualifications to perform the work available. No new employees shall be hired, until all laid off employees who are qualified for the work have been rehired. Ten (10) working days written notification by the Town to the last known address of the employee shall be sufficient notification.

Section 6.6

The President of the Union shall have super-seniority in the event of a layoff.

ARTICLE 7
HOLIDAYS

Section 7.1

The following holidays will be observed with a day off with pay for all employees, including probationary period employees.

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Friday following Thanksgiving
Independence Day	Christmas Day

In addition to Section 7.1, one (1) floating holiday to be individually observed by the employee and mutually agreed upon by the employee and his/her Department Head or Designee in advance of the Holiday.

Section 7.2

When the holiday falls on a Saturday it will be observed on the preceding Friday. When the holiday falls on a Sunday it will be observed on the following Monday.

Section 7.3

In order to be eligible for holiday pay, an employee must either work his/her last scheduled shift preceding the holiday and his/her first scheduled shift following the holiday or be on an authorized paid leave. Failure to meet these requirements will result in a forfeiture of the holiday pay.

Section 7.4

When a holiday occurs during an employee's vacation the holiday shall not be charged against an employee's vacation time. Whenever any of these holidays shall occur while an employee is on a formal paid leave of absence, the employee shall receive holiday pay for the day.

ARTICLE VIII
VACATIONS

Section 8.1

Each full-time employee, who has completed his/her probationary period covered by this Agreement, shall be entitled to the following vacation with pay at their current wages determined by the length of his/her continuous employment with the Town on the following basis:

LENGTH OF CONTINUOUS SERVICE	EARNED VACATION LEAVE
For employees hired before July 1, 2009:	
1 year up to but not including 5 years	10 days
5 years up to but not including 12 years	15 days
12 years up to but not including 20 years	20 days
20 years and over	25 days
For employees hired on or after July 1, 2009:	
1 year up to but not including 5 years	10 days
5 years up to but not including 12 years	15 days
12 years and over	20 days

The employee's anniversary date will be used to determine the amount of vacation time due. An employee may elect to take vacation leave in minimum increments of one-half (1/2) day.

Section 8.2

Vacation Leave Accumulation: Employees may carry over a maximum of five (5) vacation days. Such vacation days may be used as sick days. Employees will never have more than five (5) vacation days carried over. Such days may not be used to enhance the value of the employee's pension.

Notwithstanding any language to the contrary in this Section 8.2, employees hired prior to July 1,

2009 and in the bargaining unit or who transfer to the bargaining unit may keep all vacation days they have accumulated to date. These days must be used before the employee's retirement from employment with the Town of Vernon.

Section 8.3

The Director of the D.W.P.C. will determine the annual vacation schedule for their respective departments, taking into consideration the desire of the employee, the needs of the department, and the best interests of the Town. Wherever possible, the request of the employee shall be granted. A conflict in scheduling vacation leave amongst employees will be resolved by the Director on the basis of seniority in Town service. Any employee who does not submit a vacation schedule, when requested to by the Director, shall forfeit any seniority claim for vacation priority.

Section 8.4

Pro-rata and accumulated vacation pay shall be paid to an employee at their then current wages in the event he/she terminates in good standing with the Town and/or retires from his/her service with the Town provided fourteen (14) days notice of such termination or retirement has been given in writing to the Town. In the event of the death of an employee, his/her pro-rata and accumulated vacation pay shall be paid at their then current wages to the beneficiary designated by said employee in writing and retained in his/her service folder. In the event said employee has failed to designate a beneficiary in writing prior to his/her death, the Town shall pay said pay to the spouse of the employee, if any, and if said spouse is not alive, to the children of said deceased employee. In the event no designation in writing is made, and the employee has neither a spouse nor children, the pay shall be given to the estate of the deceased employee.

Section 8.5

An employee who becomes ill while on vacation leave may not charge such illness to sick leave unless the illness exceeds three (3) vacation days and the employee files a medical certificate describing the nature and duration of the illness with the D.W.P.C. Director or their designee.

ARTICLE IX **LEAVE PROVISIONS**

Section 9.1

Sick leave allowance will be earned by each employee, at current wages, at the rate of one and one quarter (1-1/4) days for each full calendar month of service for a total of fifteen (15) days during a calendar year. Each employee shall be notified of his/her accumulated sick leave, by letter, once a year in the first pay period of July, until such accumulation is generated on the employee's pay stub. Sick leave may be used in minimum units of one-quarter (1/4) day.

Section 9.2

Sick leave earned in any month of service shall be available at any time during the subsequent month. Further, sick leave shall continue to accumulate during leave of absence with pay and during the time employees are on authorized sick leave or on vacation.

Section 9.3

The D.W.P.C. Director or designee may request a doctor's note with regard to any sick leave more than three (3) days in a row. An employee may use up to a maximum of four (4) days per year of accrued sick leave for illness for a member in his/her immediate family. Sick leave may be used for enforced quarantine in accordance with public health regulations. Any employee calling in sick must notify the Department prior to the time when he/she is scheduled to report to work, except if in a dire emergency he/she is physically unable to do so.

Section 9.4

All employees who are employed in bargaining unit positions shall have the following benefits for sick days:

- A. Effective and retroactive to July 1, 2001, all unused sick leave may be accumulated beyond one hundred and eighty (180) days for employees hired prior to April 3, 1998. Sick days accumulated beyond one hundred and eighty (180) days may be used by the employee for his or her own illness but will not be paid for or become the basis for compensation when the employee leaves the employ of the Town of Vernon.
- B. Upon retirement, employees hired prior to July 1, 2009 shall be paid full compensation for any of his/her unused sick leave, to a maximum of one hundred eighty (180) days at the fixed rate of \$235.00 per day.
- C. In the event of death, employees hired prior to July 1, 2009 unused accumulated sick pay shall be paid to the beneficiary designated by said employee in writing and retained in his/her personnel file, up to a maximum of one hundred eighty (180) days at the fixed rate of \$235.00 per day. In the event said employee's file does not have a beneficiary in writing prior to his/her death, the Town shall pay said money to the spouse, if any, if said spouse is not alive, to the child(ren) of said deceased employee. In the event no designation in writing is made and the employee has neither spouse or child(ren) the pay shall be given to the estate of the deceased employee.
- D. Employees hired prior to July 1, 2009 who terminate their employment with the Town in good standing shall be paid for fifty (50) percent of accumulated sick leave at the fixed rate of \$235.00 per day, not to exceed ninety (90) days.
- E. Any employee who is hired after July 1, 2009 may accumulate up to a maximum of ninety (90) days. Said employees will be paid for a maximum of thirty (30) days of accumulated sick leave fixed at the fixed rate of \$235.00 per day, in the following

circumstances: (1) Upon retirement; (2) Upon his/her death; (3) Upon separation of employment with the Town after seven (7) years of service and good standing. Accumulated sick leave paid at the time of retirement, death or termination will not be added to the employee's pension calculation.

Section 9.5

Any employee out on Workers' Compensation as distinguished from sick leave shall mean paid leave to an employee due to an absence from duty caused by an accident or injury that occurred while the employee was engaged in the performance of his/her duties. An employee who is eligible for Workers' Compensation under the Workers' Compensation Act shall have their workers' compensation pay supplemented by the Town to one hundred percent (100%) of the employee's regular wages, not to exceed his/her regular wages, for a period not to exceed six (6) months.

Section 9.6 -Military Leave

The Town shall comply with all applicable federal and state law with regard to military leave.

Section 9.7 -Union Leave

One (1) member of the bargaining unit shall be allowed to attend official Union convention or conference without loss of pay for up to a maximum of three (3) days total per fiscal year. In all cases, requests to use such Union leave must be given to the Town at least fifteen (15) working days in advance of the convention and/or conference. Permission to attend such conferences or conventions will not be unreasonably withheld.

Section 9.8 -Leave of Absence Without Pay

The Town may, at its discretion, grant an employee a leave of absence, without pay, for legitimate reasons, provided, however no such leave shall be granted for the purposes of engaging in other employment, unless approved by the Town Administrator in writing. The Town after consultation with the employee's supervisor, shall make the decision on whether or not to grant the requested leave of absence. Such decision will not be subject to the grievance/arbitration provisions of this Agreement, provided it is not arbitrary and/or capricious. Any accumulated sick or vacation leave unused prior to such leave of absence shall be retained to the employee's credit upon return. No benefits, including but not limited to sick leave, vacation leave or earned time are accrued during an unpaid leave of absence.

Section 9.9 -Bereavement Leave

Three (3) days bereavement leave with pay shall be granted, for all employees, for death in the immediate family of an employee, or the immediate family of his/her spouse. Immediate family, for purposes of this Section, is defined as parents, step-parents, grandparents, step-grandparents, spouse, brother, step-brother, sister, step-sister, child, grandchild, or step-child/step-grandchild

and also any relation or person designated as a beneficiary of life insurance or retirement plan death benefits who is domiciled in the employee's household.

Section 9.10 -Personal Days

Employees are entitled to three (3) personal days with pay each fiscal year to attend to personal business which cannot be conducted outside the normal work week. Requests for a personal day shall be approved by the employee's immediate supervisor and submitted to the D.W.P.C. Director or their designee and be made at least twenty four (24) hours in advance of the scheduled day of leave. Personal days may not be accrued.

Section 9.11 -Federal Family Medical Leave

The Town will comply with applicable provisions of the Federal Family and Medical Leave Act (FMLA). Any employee who takes leave under FMLA must have the approval of the Town Administrator and is required to substitute and use all accrued paid leave as all or part of their leave taken under the FMLA. The limitations set forth in Section 9.3 of this Agreement shall not be applicable for purposes of paid leave in accordance with this Section. The Union agrees not to grieve an alleged violation of the Federal FMLA.

Section 9.12 -Disability Plan

New employees hired after the signing of this Agreement shall be provided coverage by the Town, at not cost to the employee, in accordance with the Group Certificate policy Number GLT -24495 from the Hartford Life and Accident Insurance Company dated November 1, 1988 with the modification to the eligible class of employees to include Local 818 D.W.P.C. Supervisors of Council 4, AFSCME member (attached appendix) and a waiting period of ninety (90) days. Employees will be eligible on the first of the month following the ninety (90) day waiting period.

ARTICLE X **GRIEVANCE PROCEDURE**

Section 10.1

A grievance is a dispute and/or disagreement which arises under this Agreement between an employee and the Employer. Any grievance filed must state the section and paragraph of the contract alleged to be violated.

Step 1: Within ten (10) working days after the employee knew or should have known of the cause of the grievance an employee having a grievance and/or his/her Union Steward shall in writing take it up with the D.W.P.C. Director. The D.W.P.C. Director shall, within ten (10) working days of receipt of the grievance, meet with the employee and/or Union Steward to review the facts. The D.W.P.C. Director shall provide a written answer to the employee and/or his/her Union steward within fifteen (15) working days after the presentation of the grievance.

Step 2: In the event the grievance has not been settled in Step 1, the Union shall, within seven (7) working days, submit the grievance to the Town Administrator. The Town Administrator shall within ten (10) working days of receipt of this grievance, meet with the grievant and a non-employee AFSCME Union Representative to review the facts. The Town Administrator shall provide a written answer to the employee and Union within seven (7) working days after the meeting.

Section 10.2

All time limits refer to work days in this Article. Any disposition of a grievance from which no appeal is taken within the time limits specified herein, will be deemed resolved and shall not thereafter be considered subject to the grievance and arbitration provision of this Agreement. All time limits in the grievance and arbitration process may be extended by written mutual agreement of the parties.

Section 10.3

One Officer of the Union shall be designated by the Union for the purposes of adjusting grievances and shall be afforded said opportunity without loss of pay to conduct such business.

ARTICLE XI **ARBITRATION**

Section 11.1

In the event any grievance has not been settled through the foregoing grievance procedure, the Union and/or Town have the right to submit the grievance to the State Board of Mediation and Arbitration. Such request for arbitration must be received by the State Board of Mediation and Arbitration within twenty (20) calendar days from receipt of the decision form Step 2 of the grievance procedure. A copy of such request for arbitration shall be sent by certified mail to the Town and/or the Union as the case may be. The decision rendered by the arbitrator or arbitrators shall be final and binding upon all parties as provided by law. The arbitrator(s) shall be bound by and shall apply only the terms of this Agreement and shall not add to, delete from or modify this Agreement in any way. The arbitrator's decision shall be in writing and in accordance with the rules and regulations of the State Board of Mediation and Arbitration. The arbitrator(s) shall arbitrate only one (1) grievance at a time unless otherwise agreed.

Section 11.2

In any arbitration involving a discharge, the Town, at its discretion, may require that the grievance be submitted to the American Arbitration Association. If a discharge case is submitted to the American Arbitration Association, the Town agrees to pay all arbitration fees and its own representation fees. The Union will only pay for its representation fees.

Section 11.3

The arbitrator shall have no power to modify, add to, amend or delete any of the terms or provisions of this Agreement. The arbitrator shall not be entitled to substitute his/her judgment for that of the Town and be limited to the expressed terms of this Agreement.

Section 11.4

The arbitrator shall be limited to deciding the specific issue placed before him/her and the specific language alleged to be misapplied or misinterpreted.

The decision of the arbitrator shall be binding on the Town, Union and aggrieved employee or employees. Expenses for arbitration shall be borne equally by the Town and the Union for the Connecticut State Board of Mediation and Arbitration.

ARTICLE XII
DISCIPLINE AND DISCHARGE

Section 12.1

Discipline, including discharge, shall be for just cause only.

Any employee who is being questioned concerning an incident or action which the employee reasonably believes may subject him/her to disciplinary action has the right upon his/her request to have a member of the Union present.

Section 12.2

Under normal circumstances the Town will generally follow a progressive disciplinary procedure. Such procedure shall include three (3) steps: written warnings, suspension and discharge. All actions taken under this section shall be initiated within ten (10) working days after the D.W.P.C. Director personally knew or should have known of the event giving rise to the disciplinary action. The parties, however, recognize that not all discipline can be progressive in nature and whether or not progressive discipline is to be followed by the Town depends upon the nature of the events for which discipline is being imposed.

Copies of all actions taken under this Article shall be given to the Union President.

ARTICLE XIII
PAST PRACTICE LANGUAGE

This Agreement, upon ratification, supersedes and cancels all prior practices and Agreements, whether written or oral, unless expressly stated to the contrary herein and constitutes the complete and entire Agreement between the Parties.

ARTICLE XIV
JURY DUTY

Any regular employee shall be granted a leave of absence with pay for required jury duty. The employee shall continue to receive his/her regular pay, but shall submit to the Town any jury fees, except travel and/or meal allowance. The employee shall give to the D.W.P.C. Director a certified record of jury attendance form the Clerk of Court.

ARTICLE XV
NO DISCRIMINATION

The parties agree that they will not discriminate against any employee because of his/her race, color, religion, sex, national origin, disability or age. The parties further agree that there will be no discrimination because of an employee's membership in the Union.

ARTICLE XVI
TOWN VEHICLES

If an employee is supplied with a Town vehicle, and such vehicle is allowed to be taken home at night, on weekends, holidays and other such appropriate occasions; this vehicle is to be used for transportation to and from work and for other job related duties outside the employee's normal working hours. The Town will comply with all applicable Internal Revenue Service Rules and Regulations by crediting personal use as income. Any paid leave in accordance with this Collective Bargaining Agreement will be subtracted from this calculation.

Employees who use their own vehicle to do Town business shall be reimbursed at the applicable IRS mileage rate of reimbursement.

ARTICLE XVII
EVALUATIONS

Members, due to their supervisory status, are eligible for additional compensation under a merit pay plan. The following are the guidelines for the plan:

- a. The maximum amount that each individual may be eligible for annually is \$600. Effective July 1, 2010, the maximum amount that each individual may be eligible for annually is \$1,000.
- b. There are two levels of award: the first level for the category of being overall "very good," for \$300; and the next level, overall "excellent" for \$600. Effective July 1, 2010, there are two levels of award: the first level for the category of being overall "very good," for \$500; and the next level, overall "excellent" for \$1,000.
- c. In each category, the department head can recommend the awarding of such merit pay annually and the Town Administrator has the authority to approve or reject said recommendation.

- d. Evaluations will be completed on June 1, 2005 and annually thereafter. The awards will be determined based on the period of performance from the previous year.
- e. Employees will be evaluated annually by the Director of WPCA or by his/her designee and such evaluation will not be used as the sole basis for any disciplinary action toward the employee.
- f. If an individual is not satisfied with the department head's evaluation, the individual may appeal that evaluation to the Town Administrator. The Town Administrator or his/her designee will meet with the employee and the department head. The Town Administrator's decision, based upon the information gathered at this meeting, will be final.
- g. Announcement of the Merit Pay Award(s) shall be done once annually by the Town Administrator.
- h. The Union agrees not to grieve an alleged violation of this section.

ARTICLE XVIII
NO STRIKE/NO LOCKOUT

Section 18.1

The Union agrees that all employees included in this Agreement will not collectively, concertedly or individually engage in or participate, directly or indirectly, in any strike, sympathy strike, slowdown or work stoppage during the term of this Agreement. The Union further agrees that it shall make every effort to prevent such activities on the part of any employees covered by this Agreement and if any employee engages in such conduct they shall be subject to immediate discipline up to and including discharge.

The Town agrees that there will be no lockout of any employee or employees during the life of this Agreement.

ARTICLE XIX
INSURANCE

Section 19.1

- A. Effective January 1, 2013, employees may choose medical coverage through a Town sponsored Health Savings Account (“HSA”). Plan details are set forth in Appendix B and B-1 (prescription plan) attached hereto. The annual deductible shall be \$2,000 individual account/\$4000 two-person and family accounts. The deductible contribution to the HAS shall be as follows:
- a. First year: Town 70%/Employee 30%
 - b. Second year: Town 60%/Employee 40%
 - c. Third year: Town 50%/Employee 50%
- B. On July 1 of each year the Town shall make the requisite contribution into each employee’s account regardless of the balance in said account. In the first year of this agreement, the Town’s contribution shall be made on January 1, 2013.
- C. The Town shall provide Anthem Blue Cross and Blue Shield Full Service Dental Care. Dental riders shall be available in accordance with Appendix E attached hereto.
- D. Employees shall contribute the following premium cost of the HSA and Anthem Blue Cross Blue Shield Full Service Dental Care:
- a. First year: 4%
 - b. Second year: 7%
 - c. Third year: 10%
- Any medical or dental premium contributions, and any deductible contributions, shall be made on a pre-tax basis. The Town shall pay any group administrative costs charged by the carrier in connection with integrated HSA account management. Any fees associated with an HSA bank deposit account will be the responsibility of each employee.
- E. The Town shall contribute the additional deductible contribution made upon notification that an employee is changing status from an individual account to a two person or family account. An employee shall reimburse the Town for any excess deductible contribution made during any fiscal year when the employee’s status changes from two person or family account to an individual account.

Section 19.2

During the open enrollment period, an employee may voluntarily elect to waive, in writing, the coverages specified in Article 19.1, and shall receive an annual payment of:

- i. If the premium is between three thousand (\$3,000) and five thousand nine hundred and ninety-nine dollars (\$5,999) – two thousand dollar (\$2,000) payment.

- ii. If the premium is between six thousand (\$6,000) to eight thousand nine hundred ninety-nine dollars (\$8,999) – two thousand, five hundred dollar (\$2,500) payment.
- iii. Nine thousand dollars (\$9,000) or more – three thousand dollar (\$3,000) payment.

Employees who waive their right to coverage and subsequently lose alternative coverage may re-enroll as soon as possible, but not later than the first of the second month following the month in which application has been made by the employee to the Town, provided the employee shall reimburse the Town any stipend paid on a pro-rata basis. This waiver will not be available for employees who have health insurance paid by the Town of Vernon or Vernon Board of Education through their spouse or any other family member.

Section 19.3

The Town shall provide and pay for life insurance in the amount of \$40,000 and \$80,000 accidental death and dismemberment. Effective July 1, 2010, the Town shall provide and pay for life insurance in the amount of \$50,000 and \$100,000 accidental death and dismemberment.

Section 19.4

In order for an employee to be eligible to participate in the insurance plans, the employee must work a minimum of twenty (20) hours per week.

Section 19.5

The Town reserves the right to change insurance carriers provided that the benefits and terms are equal to or better than those provided for in Article 19 of this Agreement.

Section 19.6

The Town will establish an Employee Assistance Program (EAP) to all employees covered by this Agreement.

Section 19.7

An open enrollment period shall be provided annually for a two-week period prior to July 1, of each year for purposes of choosing health insurance coverages.

Section 19.8

An employee who separates from service and meets the requirements for retirement as defined by the provisions of the Town of Vernon Pension Plan may continue to participate in the group insurance coverages specified in Article 19, for himself/herself and his/her eligible dependents with the employee paying the full cost of said coverages. Spouses of deceased retirees shall be

able to continue coverage under this provision, provided they continue to pay the monthly premium to the Town. Upon the employee attaining eligibility for Medicare, they themselves will no longer be eligible for coverage under the Town coverages.

Section 19.9

Carrier permitting, all employees shall have the option to purchase long term disability insurance through the Town's Plan at their own cost. If chosen, the premiums will be deducted from the employee's paycheck once each month.

Section 19.10

Employees shall have the option of purchasing the outlined Dental Amendatory Riders Package A, B, C, and D. Employees shall pay the cost of such coverage at applicable group rates, through payroll deduction with Section 125 applicable.

ARTICLE XX
PENSION

Section 20.0

The employee pension plan of the Town of Vernon, as currently administered through the Prudential Retirement Services, Group Annuity Contract IN-16490, is hereby made a part of this Agreement including any plan amendments made by this Agreement for the members of Local 818 D.W.P.C. Supervisors, American Federation of State, County and Municipal Employees, and excludes any plan amendments made by or on the behalf of any other employee group.

Section 20.1

The current pension plan shall be modified as follows, with all other provisions remaining as they are as of July 1, 1997.

A. Article IV, Section 1 C -Normal Retirement:

Effective 7/1/99 -Age 63 and ten (10) years of service;
Effective 6/30/2000 -Age 62 and ten (10) years of service;

B. Article V, Section 1B

Effective July 1, 2009, the monthly benefit rate shall be two and twenty hundredths percent (2.20%) of average monthly earnings times credited years of service to a maximum of thirty-five (35) years and a maximum of seventy (70) percent.

C. Article III, Section 3F

Effective January 1, 2010, eligible employees will contribute seven (7.0) percent pre-tax earnings to the Section 414 h2 Plan. Effective January 1, 2012, eligible employees will contribute seven and one-half (7.5) percent pre-tax earnings to the Section 414 h2 Plan.

D. Article VII, Section 3

Deferred Vested Benefit shall be ten (10) years of service with no minimum Age.

E. Employees who become members of the bargaining unit subsequent to January 1, 2010 are not eligible for the defined benefit pension (pension) plan set forth herein. Such employees will be eligible for a Town 457(b) plan, and will be automatically enrolled in the plan. The Town will contribute 2% of the employee's base wages of all employees who elect to participate in the 457(b) plan upon their hire and do not elect to opt out of the plan. If an employee contributes 7.5% or more of his or her base wages to a 457(b) plan, the Town will contribute an additional 2% for a total contribution of 4% of the employee's annual base wages to the plan. Vesting schedule same as defined benefit pension plan.

F. Employees hired prior to January 1, 2010 are not eligible to participate in the 457(b) Plan to which the Town makes any contribution as set forth herein.

Section 20.2

One (1) member of the bargaining unit may voluntarily elect to be a member of the Town Pension Committee.

ARTICLE XXI
WAGES

Section 21.0

Wage scales and classifications shall be negotiated and made a part of this Agreement as Appendix A. Job descriptions have been made part of this Agreement as Appendix C.

Section 21.1

In Year 1, each employee will receive a \$1,000.00 increase to his/her base salary. In Year 2, each employee will receive another \$1,000.00 increase to his/her base salary. There will be no such increase in Year 3.

Additionally, the Town will increase all bargaining unit wages in the following amounts on the following dates:

Year 1	July 1, 2012 – 6/30/2013	.75%
Year 2	July 1, 2013 – 6/30/2014	1.5%
Year 3	July 1, 2014 – 6/30/2015	2.0%

Section 21.2

Employees of this bargaining unit shall be only required to be on standby for weekends (Friday 11:00 p.m. to Sunday 11:00 p.m.) and Holidays (11:00 p.m. to 11:00 p.m.) with minimum staffing of one individual per classification. Compensation for standby shall be set at two (2) hours' pay at time and one-half for Saturdays and double time for Sundays and Holidays. In addition the provisions of Article V, Section 5.3 shall be applicable for all call backs.

ARTICLE XXII
LONGEVITY

Section 22.0

In recognition for continuous employment with the Town, employees shall be paid in the second paycheck in December the following amounts:

10 years of service up to 15 years	\$250.00 annually
15 years of service up to 20 years	\$325.00 annually
20 years of service up to 25 years	\$400.00 annually
25 years of service and thereafter	\$475.00 annually

Effective July 1, 2010, longevity payments for 25 years of service and thereafter shall be increased by \$200.00.

This benefit is not available to new members of the bargaining unit hired after July 1, 2001.

ARTICLE XXIII
SAFETY AND HEALTH

Section 23.1

The Town will provide free of charge to the employees, medical injections for the prevention and treatment of T/B yearly testing, tetanus, hepatitis, flu, diphtheria, poison ivy, and annual pulmonary testing.

Clothing shall be supplied to all employees working in conditions exposed to severe elements, e.g., foul weather gear, boots, gloves, and winter and summer coveralls. Employees shall wear safety helmets in designated areas.

The Town will continue to adhere to the present policy regarding uniforms. All employees will receive one hundred and fifty dollars (\$150.00) each July 1 of this agreement for the purchase of safety shoes. Effective July 1, 2010, all employees will receive two hundred dollars (\$200.00) each July 1 of this agreement for the purchase of safety shoes.

All employees shall be entitled to a safe and healthy work place in accordance with applicable safety laws.

ARTICLE XXIV
SAVINGS CLAUSE

Section 24.1

If any section, sentence, clause or phrase of this Agreement shall be held for any reasons to be inoperative, void or invalid by a court of final jurisdiction, the validity of the remaining portions of this Agreement shall not be affected thereby, it being the intention of the parties in adopting this Agreement that no portion thereof or provisions therein shall become inoperative or fail by reason on the invalidity of any other portion or provision, and the parties do hereby declare that they would have severally approved of and adopted the provisions contained herein separately and apart from the other. The parties agree to immediately negotiate a substitute for the invalidated Article, Section, sentence, clause or phase.

ARTICLE XXV
TUITION AND FEE REIMBURSEMENT

Section 25.1

Any employee taking college, technical and/or university course(s) which, on the recommendation of the Department Head and approval of the Town Administrator or designee, directly relates to the assignments of the employee shall be eligible for a maximum of \$1,000.00 per semester per employee reimbursement provided the employee receives a 2.0 grade point average or a grade of "C" or better in approved undergraduate courses or that employee receives a 3.0 grade point average, a letter of "B" or better in approved graduate courses, or a passing mark if no letter grade is utilized. The grievance/arbitration procedures will not be applicable to this Section.

ARTICLE XXVI
DURATION

Section 26.1

This Agreement will become effective upon its signing and shall remain in effect through June 30, 2015, and from fiscal year to fiscal year thereafter unless either party notifies the other by registered or certified mail, return receipt requested no later than one hundred twenty (120) days before the expiration of the Agreement they wish to negotiate a new Agreement.

Upon receipt of such notice, the parties shall meet as soon as possible to negotiate such changes.

IN WITNESS WHEREOF, the Town and the Union have caused this Agreement to be signed by their duly authorized representative on the day and year noted below.

FOR THE TOWN OF VERNON

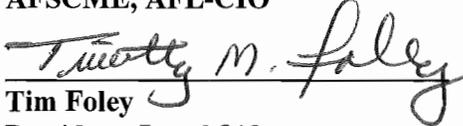


George F. Apel
Mayor



John Ward
Town Administrator 2/27/13

**FOR LOCAL 818 OF COUNCIL 4
AFSCME, AFL-CIO**



Tim Foley
President, Local 818



Laurie Webster
Staff Representative
AFSCME, Council 4, AFL-CIO

In order for the Town's signatories to give full effect and force to the Agreement, this Agreement must be ratified by the Vernon Town Council.

APPENDIX A – WAGES

CURRENT RATES

07/01/2011 WPCA PLANT 0013 WPCA - PLANT FOREMAN/WASTEWATER COLL. FOREMAN

STEP/LEVEL	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY
00	.0000	.0000	.00	.00
01	31.1223	248.9780	1,244.89	64,734.28
02	.0000	.0000	.00	.00

07/01/2012 WPCA PLANT 0013 WPCA - PLANT FOREMAN/WASTEWATER COLL. FOREMAN

Change was made by \$1,000 added to base plus .75%

STEP/LEVEL	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY
00	.0000	.0000	.00	.00
01	31.8400	254.7200	1,273.60	66,227.20
02	.0000	.0000	.00	.00

07/01/2013 WPCA PLANT 0013 WPCA - PLANT FOREMAN/WASTEWATER COLL. FOREMAN

Change was made by \$1,000 added to base plus 1.5000%

STEP/LEVEL	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY
00	.0000	.0000	.00	.00
01	32.8056	262.4440	1,312.22	68,235.44
02	.0000	.0000	.00	.00

07/01/2014 WPCA PLANT 0013 WPCA - PLANT FOREMAN/WASTEWATER COLL. FOREMAN

Change was made by 2.0000%

STEP/LEVEL	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY
00	.0000	.0000	.00	.00
01	33.4617	267.6940	1,338.47	69,600.44
02	.0000	.0000	.00	.00

APPENDIX B – INSURANCE & PRESCRIPTION



FlexPOS-CNT-HSA-2000I/4000F-05-Combined Open Access Contract Year Benefit Summary

Open Access High Deductible Health Plan (HDHP) for use with a Health Savings Account (HSA)

This is a brief summary of benefits. Refer to your ConnectiCare Insurance Company, Inc Certificate of Coverage for more information. The Certificate of Coverage will prevail for all benefits, conditions, limitations and exclusions. All benefits described below are per Member per **Contract year**. All benefit limits/maximums are listed in the Plan pays column of this summary and have a combined maximum for In- and Out-of-Network services. A Referral from your Primary Care Provider is not required.

The Individual Deductible applies if you have coverage only for yourself and not for any Dependents. The Family Deductible applies if you have coverage for yourself and one or more Eligible Dependents. In addition, if you have family coverage, any applicable copayment, coinsurance or cost share maximums will apply until the total is met for the family, without regard to how much any one family member has met.

Personalized for: Town & BOE of Vernon - Vernon Town Union Employees

	IN-NETWORK		OUT-OF-NETWORK	
Contract Year Plan Deductible (Deductible is combined for In- and out-of-network health services and prescription drugs)	\$2,000 per Individual \$4,000 per Family		\$2,000 per Member \$4,000 per Family	
Coinsurance Maximum (Maximum does not include Deductibles)	None		\$2,000 per Member \$4,000 per Family	
Out-of-Pocket Maximum (Maximum includes Plan Deductible, Coinsurance Maximum for health services and prescription drug copayments)	\$2,500 per Individual \$5,000 per Family		\$4,000 per Member \$8,000 per Family	
Out-of-Network Reimbursement	Not Applicable		Plan will reimburse the coinsurance percentage of the Maximum Allowable Amount.	
Lifetime Maximum Benefit	Unlimited		Unlimited	
PREVENTIVE SERVICES	MEMBER PAYS	PLAN PAYS	MEMBER PAYS	PLAN PAYS
Adult Physical Exam	No Member cost (Plan Deductible waived)	100% (Plan Deductible waived)	20% after Plan Deductible	80% after Plan Deductible
Infant / Pediatric Physical Exam	No Member cost (Plan Deductible waived)	100% (Plan Deductible waived)	20% after Plan Deductible	80% after Plan Deductible
Gynecological Preventive Exam	No Member cost (Plan Deductible waived)	100% (Plan Deductible waived)	20% after Plan Deductible	80% after Plan Deductible
Preventive Laboratory Services (Complete blood count and Urinalysis)	No Member cost (Plan Deductible waived)	100% (Plan Deductible waived)	20% after Plan Deductible	80% after Plan Deductible
Baseline Routine Mammography	No Member cost after Plan Deductible	100% after Plan Deductible	20% after Plan Deductible	80% after Plan Deductible

APPENDIX B - INSURANCE & PRESCRIPTION

PREVENTIVE SERVICES	MEMBER PAYS	PLAN PAYS	MEMBER PAYS	PLAN PAYS
Annual Routine Mammography	No Member cost <i>(Plan Deductible waived)</i>	100% <i>(Plan Deductible waived)</i>	20% after Plan Deductible	80% after Plan Deductible
Annual Routine Vision Exam (one exam per year when provided by an Optometrist or Ophthalmologist)	No Member cost <i>(Plan Deductible waived)</i>	100% <i>(Plan Deductible waived)</i>	20% after Plan Deductible	80% after Plan Deductible
Hearing Screenings (one exam every 24 months)	No Member cost <i>(Plan Deductible waived)</i>	100% <i>(Plan Deductible waived)</i>	20% after Plan Deductible	80% after Plan Deductible
OUTPATIENT SERVICES				
Primary Care Provider Office Services (includes services for illness, injury, sickness, follow-up care and consultations)	No Member cost after Plan Deductible	100% after Plan Deductible	20% after Plan Deductible	80% after Plan Deductible
Specialist Office Services (includes services for illness, injury, sickness, follow-up care and consultations)	No Member cost after Plan Deductible	100% after Plan Deductible	20% after Plan Deductible	80% after Plan Deductible
Gynecological Office Services	No Member cost after Plan Deductible	100% after Plan Deductible	20% after Plan Deductible	80% after Plan Deductible
Maternity Care Office Services	No Member cost after Plan Deductible	100% after Plan Deductible	20% after Plan Deductible	80% after Plan Deductible
Allergy Testing (Unlimited)	No Member cost after Plan Deductible	100% after Plan Deductible	20% after Plan Deductible	80% after Plan Deductible
Laboratory Services (includes services performed in a Hospital or laboratory facility)	No Member cost after Plan Deductible	100% after Plan Deductible	20% after Plan Deductible	80% after Plan Deductible
Non-Advanced Radiology (includes services performed in a Hospital or radiology facility)	No Member cost after Plan Deductible	100% after Plan Deductible	20% after Plan Deductible	80% after Plan Deductible
Advanced Radiology (includes services for MRI, PET and CAT scan and nuclear cardiology performed in a Hospital or radiology facility)	No Member cost after Plan Deductible	100% after Plan Deductible	20% after Plan Deductible	80% after Plan Deductible
Outpatient Rehabilitative Therapy (includes services combined for physical, speech, and occupational therapy and chiropractic services) (Unlimited)	No Member cost after Plan Deductible	100% after Plan Deductible	20% after Plan Deductible	80% after Plan Deductible
Retail Clinic	No Member cost after Plan Deductible	100% after Plan Deductible	20% after Plan Deductible	80% after Plan Deductible
EMERGENCY / URGENT CARE				
Walk-In Centers	No Member cost after Plan Deductible	100% after Plan Deductible	Same as In-Network Benefit	Same as In-Network Benefit

APPENDIX B - INSURANCE & PRESCRIPTION

EMERGENCY / URGENT CARE				
Emergency Room	No Member cost after Plan Deductible	100% after Plan Deductible	Same as In-Network Benefit	Same as In-Network Benefit
Ambulance Services	No Member cost after Plan Deductible	100% after Plan Deductible	Same as In-Network Benefit	Same as In-Network Benefit
HOSPITAL SERVICES				
Inpatient Hospital Services, Including Room & Board	No Member cost after Plan Deductible	100% after Plan Deductible	20% after Plan Deductible	80% after Plan Deductible
Ambulatory Services (Outpatient) (includes services performed in a Hospital or ambulatory facility)	No Member cost after Plan Deductible	100% after Plan Deductible	20% after Plan Deductible	80% after Plan Deductible
Skilled Nursing and Rehabilitation Facilities	No Member cost after Plan Deductible up to the visit maximum; then no coverage	100% after Plan Deductible up to 120 days per year	20% after Plan Deductible up to the visit maximum; then no coverage	80% after Plan Deductible up to 120 days per year
MENTAL HEALTH SERVICES				
Inpatient Mental Health Services (including inpatient acute, residential and partial hospitalization programs)	No Member cost after Plan Deductible	100% after Plan Deductible	20% after Plan Deductible	80% after Plan Deductible
Inpatient Alcohol and Substance Abuse Treatment (including inpatient acute, residential and partial hospitalization programs)	No Member cost after Plan Deductible	100% after Plan Deductible	20% after Plan Deductible	80% after Plan Deductible
Outpatient Mental Health, Alcohol and Substance Abuse Treatment (including office visits, professional services provided in the home and intensive outpatient treatment programs)	No Member cost after Plan Deductible	100% after Plan Deductible	20% after Plan Deductible	80% after Plan Deductible
OTHER SERVICES				
Durable Medical Equipment Including Prosthetics and Disposable Medical Supplies (No Member cost for wigs prescribed by an oncologist for a Member suffering hair loss as a result of chemotherapy or radiation therapy to a calendar year maximum of \$500)	No Member cost after Plan Deductible	20% after Plan Deductible	20% after Plan Deductible	80% after Plan Deductible
Diabetic Equipment and Supplies	No Member cost after Plan Deductible	80% after Plan Deductible	20% after Plan Deductible	80% after Plan Deductible

APPENDIX B - INSURANCE & PRESCRIPTION

OTHER SERVICES				
Infertility (Infertility benefits outlined in the Certificate Of Coverage are unlimited, with no age or cycle restrictions)	No Member cost after Plan Deductible (Office visit)	100% after Plan Deductible	20% after Plan Deductible	80% after Plan Deductible
	No Member cost after Plan Deductible (Ambulatory Services Outpatient)			
	No Member cost after Plan Deductible (Inpatient Hospital)			
Nutritional Counseling (Limit 3 visits per year)	No Member cost after Plan Deductible	100% after Plan Deductible	20% after Plan Deductible	80% after Plan Deductible
Home Health Services	No Member cost after Plan Deductible up to the visit maximum; then no coverage	100% after Plan Deductible up to 200 visits per year	20% after Plan Deductible up to the visit maximum; then no coverage	80% after Plan Deductible up to 200 visits per year
Important Information				
<ul style="list-style-type: none"> • If you have questions regarding your Plan, visit our website at www.connecticare.com or call us at (860) 674-5757 or 1-800-251-7722. • Many services require that you obtain our Pre-Certification or Pre-Authorization prior to obtaining care prescribed or rendered by Non-Participating providers. A Benefit Reduction will apply if you do not obtain Pre-Authorization for these specified services. Refer to your ConnectiCare Insurance Company, Inc. Certificate of Coverage for more information. • For mental health, alcohol, and substance abuse services call 1-888-946-4658 to obtain Pre-Authorization. • We track benefits internally and do not provide Members with a regular update of benefits that have been used. Members should keep a record of benefits they use to determine when they reached their benefit limit. Members will be responsible for paying in full any services rendered after the limit is reached. • All benefit limits/maximums are combined for In-Network and Out-of-Network unless indicated otherwise. • Out-of-Network cost shares are reimbursed at the Maximum Allowable Amount. Members are responsible to pay any charges in excess of this amount. Please refer to your ConnectiCare Insurance Company, Inc. Certificate of Coverage for more information. • If you are a Massachusetts resident, please refer to your <i>Amendatory Rider for Massachusetts Mandated Benefits</i> for additional details of your mandated benefits. • If you are a Massachusetts resident, this plan along with Pharmacy services meets Massachusetts Minimum Creditable standards for 2012. • Your Plan is Insured by ConnectiCare Insurance Company, Inc. 				

Benefits are Subject to Department of Insurance Approval



FlexPOS Copayment Prescription Drug Plan for Use with Health Savings Account (HSA) Benefit Summary

This is a brief summary of your prescription drug benefits. Refer to your Prescription Drug Rider or consult with your benefits manager for more information. The Prescription Drug Rider and the Certificate of Coverage will prevail for all benefits, conditions, limitations and exclusions. All Benefits described below are per Member per Contract year.

Personalized for: Town & BOE of Vernon - Vernon Town Union Employees

PRESCRIPTION DRUGS				
Covered prescription drugs through retail Participating Pharmacies or our mail order service. Your Plan includes the following: Mandatory Drug Substitution, Tiered Cost-Share Program, and Voluntary Mail Order Program.				
	IN-NETWORK		OUT-OF-NETWORK	
Contract Year Plan Deductible (combined for In- and Out-of-Network prescription drug benefits)	\$2,000 Individual \$4,000 Family The Contract Year Deductible can be reached by any combination of covered Health Services or covered prescription drug services. If you have a Family coverage, then covered Health Service covered prescription drugs will be applied to the Family Plan Deductible until the total amount is met without regard to which family member uses the benefits.		\$2,000 Individual \$4,000 Family The Contract Year Deductible can be reached by any combination of covered Health Services or covered prescription drug services. If you have a Family coverage, then covered Health Service covered prescription drugs will be applied to the Family Plan Deductible until the total amount is met without regard to which family member uses the benefits.	
Out-of-Pocket Maximum (The Maximum includes the Plan Deductible, Coinsurance Maximum for health services and prescription drug copayments)	\$2,500 Individual \$5,000 Family		\$4,000 Individual \$8,000 Family	
Out-of-Network Reimbursement	Not Applicable		Plan will reimburse the coinsurance percentage of the Maximum Allowable Amount.	
RETAIL PHARMACY (up to a 34-day supply per prescription)	MEMBER PAYS	PLAN PAYS	MEMBER PAYS	PLAN PAYS
Tier 1 drugs	\$7 Copayment per 34 day supply after Plan Deductible	100% after Plan Deductible and Copayment	20% after Plan Deductible	80% after Plan Deductible
Tier 2 drugs	\$15 Copayment per 34 day supply after Plan Deductible	100% after Plan Deductible and Copayment	20% after Plan Deductible	80% after Plan Deductible
Tier 3 drugs	\$35 Copayment per 34 day supply after Plan Deductible	100% after Plan Deductible and Copayment	20% after Plan Deductible	80% after Plan Deductible

MAIL ORDER PHARMACY (up to a 100-day supply per prescription)	MEMBER PAYS	PLAN PAYS	MEMBER PAYS	PLAN PAYS
Tier 1 drugs	\$14 Copayment per 100 day supply after Plan Deductible	100% after Plan Deductible and Copayment	Not a covered benefit	Not a covered benefit
Tier 2 drugs	\$30 Copayment per 100 day supply after Plan Deductible	100% after Plan Deductible and Copayment	Not a covered benefit	Not a covered benefit
Tier 3 drugs	\$70 Copayment per 100 day supply after Plan Deductible	100% after Plan Deductible and Copayment	Not a covered benefit	Not a covered benefit
Additional Information				
<ul style="list-style-type: none"> • Under this program covered prescription drugs and supplies are put into categories (i.e., tiers) to designate how they are to be covered and the Members Cost-Share. The placement of a drug or supply into one of the tiers is determined by the ConnectiCare Pharmacy Services Department and approved by the ConnectiCare Pharmacy & Therapeutics Committee based on the drugs or supplies clinical effectiveness and cost, not on whether it is a Generic Drug Or Supply or Brand Name Drug Or Supply. • Generic Drugs can reduce your out-of-pocket prescription costs. Generics have the same active ingredients as Brand Name Drugs, but usually cost much less. So, ask your doctor or pharmacist if a Generic alternative is available for your prescription. Also, remember to use a Participating Pharmacy. Most pharmacies in the United States participate in our network. To find one, visit our Web site at www.connecticare.com or call our Member Services Department at 1-800-251-7722. • Amounts paid by Members because they must pay a price difference for a Brand Name Drug do not count towards meeting any Deductible, Coinsurance, Copayment, or Pharmacy Coinsurance Maximum. • Certain prescription drugs and supplies require Pre-Authorization from us before they will be covered under the Prescription Drug Rider. You should visit our Web site at www.connecticare.com or call our Member Services Department at 1-800-251-7722 to find out if a prescription drug or supply requires Pre-Authorization. • Always remember to carry your ConnectiCare ID Card. • If you are a Massachusetts resident, please refer to your Amendatory Rider for Massachusetts Mandated Benefits for additional details of your benefits. 				

Town of Vernon

Title: Wastewater Collection System Foreman **Department:** WPCA

Position Definition: Supervises and participates in the maintenance of the sanitary sewer system and related facilities.

Supervision Received: Receives general written and oral directions from the Director of the Water Pollution Control Department and general supervision from the Assistant Director.

Supervision Exercised: Oversight of contractors performing sewer maintenance and repair work. May assign operators and plant staff to operations and related maintenance tasks.

Examples of Essential Duties: Reviews plans and specifications of referrals from Planning & Zoning Commission and advises Director of possible problems and concerns relative to the sanitary sewer system. Conducts field inspections of industries on a regular basis; draws wastewater samples and reads and verifies discharge-metering devices. Receives and investigates complaints or requests for sewer maintenance service and acts as liaison between Water Pollution Control Department and Public Works Department to schedule work as required. Assists in selection of contractors to provide sewer maintenance and repair work. Inspects work upon completion to assure all specifications are met. Plots maps of sewer backups and problem areas for institution of sewer maintenance program; records and identifies locations of manholes, sewer lines easements, pump stations and information related to the wastewater collection system. Makes field inspections of new sewer system construction by contractors for the Water Pollution Control Department; checks manholes and service mains for inflow/infiltration and conducts smoke and dye testing of problem areas.

Examples of Incidental Duties: Seeks out contractors to provide repair and maintenance services. Prepares estimates and writes specifications for materials relative to planning annual operating budget and maintains records pertaining to operations under his control. Maintains easements in accordance with Town policies on Town sewer contracts. Performs related work as required.

APPENDIX C

Knowledge, Skills and Abilities Required: Working knowledge of the materials, methods and equipment used in the construction, operation, and maintenance of sanitary sewers, manholes, and pump stations. Knowledge of the principles of sanitary engineering applicable to the operation and repair of a sewerage system. Ability to read and interpret plans, blueprints and profiles of sewerage systems. Ability to plan, assign and supervise the work of subordinates. Ability to establish and maintain effective working relationships with subordinates, contractors, supervisors and the public.

Minimum Qualifications Required: The skills and knowledge required would generally be acquired with a diploma from an accredited high school or vocational/technical school and five years experience in the construction and maintenance of sanitary sewer systems.

Physical Exertion/Environmental Conditions: Conducts inspections at sites requiring road travel, exposure to weather conditions, including heat, cold, rain and snow; and climbs, bends and reaches in carrying out inspections. Must take precautions to avoid exposure to toxic materials, including wearing of protective clothing.

License or Certificate: Collection System Operator's Certification, Class II.
Valid Connecticut CDL-Class B Motor Vehicle Operator's License.

Note: The above is illustrative of tasks and responsibilities and is not meant to be all inclusive of every task or responsibility.

Town of Vernon

Title: Plant Foreman

Department: WPCA

Position Definition: Supervises and coordinates the operation, maintenance, and repair of the instrumentation, motors and pumps in Wastewater Treatment plant and associated pumping stations; inspects plant equipment and processes regularly; and works closely with laboratory staff to assure required environmental protection standards are met.

Supervision Received: Receives oral or written instructions from Assistant Director. Plans and organizes work based on a standard schedule. Establishes priorities for work assignments and adapts for emergencies. Reports work accomplished to supervisor.

Supervision Exercised: Assigns operators and plant staff to operations and related maintenance tasks. Reviews work in progress and reassigns employees as needed. Administers plant safety programs.

Examples of Essential Duties: Monitors instrumentation to assure proper operation of pumps and equipment. Receives regular reports from laboratory analyst concerning quality of effluent. Takes remedial actions to improve quality as necessary. Oversees monitoring of waste water entering plant to detect discharge of unlawful and dangerous substances into system. Directs remedial action to protect treatment process and equipment. Regularly inspects equipment for efficiency in operation and to avoid breakdowns. Supervises installation of new or replacement equipment. Oversees the replacement or installation of pipes and equipment. Responds to emergencies on a call-in basis. Supervises training and development programs for employees. Evaluates performance of assigned personnel. Oversees maintenance of plant vehicles. Works closely with plant electrician to ensure that all electrical equipment is operating efficiently, including alarm systems and emergency power generators. As Safety Officer enforces safety and work rules. Meets periodically with Union representatives to review safety procedures. Recommends to supervisor safety improvement measures. Enters plant processing information into computer, to produce status reports for supervisor and for required reports to state agencies.

Examples of Incidental Duties: Performs plant duties of Plant Superintendent as necessary. Assists with budget recommendations, expenditures, plant improvements, specifications for major equipment purchases, and materials purchases. Initiates requisitions for materials, supplies, or equipment. Coordinates work assignments to assure minimum interruption of treatment process.

Knowledge, Skills and Abilities Required: Ability to acquire a working knowledge of the use of powdered activated carbon and "wet air regeneration" in the treatment process. Knowledge of high pressure systems and attendant safety factors. A working knowledge of federal and state laws pertaining to wastewater collection and treatment. Ability to supervise operating and technical personnel in operation, maintenance, and laboratory tasks related to wastewater treatment. Ability to supervise and train personnel. Ability to apply common sense understanding to carry out instructions furnished in written, oral, blueprint or diagrammatic form. Ability to add, subtract, multiply and divide all units of measure. Must be available to respond to emergencies on an assigned basis, including holidays and week-ends.

Minimum Qualifications Required: The skills and knowledge required would generally be acquired with completion of vocational training program in wastewater treatment technology and four years of experience, at least two of which must be of lead operational or plant maintenance supervisory experience.

Physical Exertion/Environmental Conditions: Works in environmental conditions in which there is exposure to toxic materials and fumes. Some lifting of light to medium weights. Intermittent exposure to computer screen. Ability to climb for inspection reasons. Ability to work in poor weather conditions, including heat, cold, rain or snow.

License or Certificate: State certification as a Wastewater Operator Class II. Connecticut Motor Vehicle Operator's license.

Note: The above description is illustrative of tasks and responsibilities. It is not meant to be all-inclusive of every task or responsibility.

APPENDIX D

**TOWN OF VERNON
PERFORMANCE EVALUATION FORM
FOR SUPERVISORS**

Employee: _____ Position: _____

Department: _____

Rating Period: _____ Date: _____

	Excellent	Very Good	Fully Satisfactory	Needs Improvement	Unsatisfactory
Quality Of Work	_____	_____	_____	_____	_____
Quantity Of Work	_____	_____	_____	_____	_____
Cooperation	_____	_____	_____	_____	_____
Interpersonal Skills	_____	_____	_____	_____	_____
Ability to learn New Duties and Equipment	_____	_____	_____	_____	_____
Dependability & Attendance	_____	_____	_____	_____	_____
Supervisory Skills	_____	_____	_____	_____	_____

Number of sick days taken in the rating period: _____

Overall evaluation is:

Excellent Very Good Fully Satisfactory Needs Improvement Unsatisfactory

Performance Evaluation of _____ Date: _____

Comments or suggestions by supervisor or employee:

Employee's Signature _____ Date: _____
(This indicates receipt of the rating)

Supervisor's Signature _____ Date: _____

Department Head's Signature _____ Date: _____

PEFMSUPV
Revised 1/18/00

EVALUATION FACTORS

The following are the factors which each supervisor will be ranked on. The definitions herein are illustrative.

"Quality of work" – Sensitive to and interested in the needs of the public; makes prompt and sound decisions based on multiple sources of information; weighs alternatives and their potential outcomes; neatness and accuracy of work product; performs work according to the job requirements; and has an understanding of the procedures, techniques, and instructions necessary to perform the job and the degree to which these skills have been mastered.

"Quantity of work" – Volume of work produced under normal circumstances; and the rate of progress on assignments.

"Cooperation" – Acceptance of authority and directives; assess how the employee gets along with subordinates, fellow supervisors, other managers, the public, and other people contacted in the course of the job; and how well the employee reacts to constructive criticism.

"Interpersonal skills" – Communicates effectively both orally and in writing; is accessible and approachable; and establishes sound working relationships with other supervisors/managers and subordinates.

"Ability to learn new duties and equipment" – Speed with which the employee masters new routines and grasps explanations; and employee's ability to retain the knowledge.

"Initiative" – Degree to which the employee demonstrates independent action and resourcefulness on the job by developing new methods; offering constructive suggestions; and seeking additional work.

"Dependability" – Ability to do assigned tasks on schedule under normal circumstances with a minimum of supervision; whether the employee can be relied upon to report for work regularly, to be on time and to adhere to work schedules; and follows safety rules and demonstrates safe work practices.

"Supervisory skills" – Assists employees in meeting departmental and personal goals; issues directions clearly; plans and assigns workload skillfully and fairly; maintains good employee morale; recommends/takes appropriate disciplinary action; evaluates subordinates fairly and conscientiously; and professional development.

EVALUATION RATINGS

An employee shall be rated on each factor. The ratings can be roughly defined as follows:

"Excellent" – the level of performance on the factor being rated is distinctly and recognizably superior to that which a competent supervisor would reasonably expect of a well-trained, competent employee.

"Very good" – the level of performance of the factor being rated usually exceeds that which a competent supervisor would reasonably expect of a well-trained, competent employee.

"Fully Satisfactory" – the level of performance on the factor being rated usually is what a competent supervisor would reasonably expect of a well-trained competent employee.

"Needs improvement" – the level of performance of the factor being rated is below the level which a competent supervisor could reasonably expect of a well-trained, competent employee, but not so far below standard as to be completely unacceptable. This performance is at a level such that the rater would not dismiss or demote the employee, but is indicative of a need for additional training, skills counseling, or more routine supervision.

"Unsatisfactory" – the level of performance of the factor being rated is significantly and recognizably below that which a competent supervisor would reasonably expect of a well-trained competent employee. This level of performance is so completely inadequate as to justify demoting or dismissing the employee.



FULL DENTAL PLAN

The Full Dental Plan covers diagnostic, preventive and restorative procedures necessary for adequate dental health.

COVERED SERVICES INCLUDE:

- Oral Examinations 1/36 months
- Periapical and bitewing x-rays 1/Year
- Topical fluoride applications for members under age 19- 2/Year
- Prophylaxis, including cleaning, scaling and polishing – 2/Year
- Relining of dentures
- Repairs of broken removable dentures
- Palliative emergency treatment
- Routine fillings consisting of silver amalgam and tooth color materials; including stainless steel crowns (primary teeth)*
- Simple extractions **
- Endodontics-including pulpotomy, direct pulp capping and root canal therapy (excluding restoration)

* Payment for an inlay, onlay or crown will equal the amount payable for a three-surface amalgam filling when the member is not covered by Dental Amendatory Rider A.

** Payment for a surgical extraction or a hemisection with root removal will equal the amount payable for a simple extraction when the member is not covered by the Dental Amendatory Rider A.

ACCESSING BENEFITS:

Participating Dentists Benefits

When a member receives care from one of over 1,800 Participating Dentists, he or she simply presents his or her identification card showing dental coverage. The dentist bills us directly for all covered services.

For dental care provided by a Participating Dentist, we will pay the lesser of the dentist's usual charge or the Usual, Customary and Reasonable Charge as determined by us. The dentist accepts our reimbursement as full payment and may not bill the member for any additional charges.

Non-Participating Dentists Benefits

For covered dental services provided by a Non-Participating Dentist, in or out of Connecticut, we pay the lesser of the dentist's charge or the applicable allowance for the procedure, as determined by us. The member is responsible for any difference between the amount paid by us and the fee charged by the dentist.

This does not constitute your health plan or insurance policy. It is only a general description for the purposes of this Request for Proposal, of the Anthem Blue Cross Blue Shield Full Dental Plan. Refer to your Master Group Policy or Description of Benefits, on file with your employer, for a complete listing of benefits, maximums, exclusions and limitations.



DENTAL AMENDATORY RIDER A ADDITIONAL BASIC BENEFITS

In addition to the services provided under your dental program, the following additional basic benefits are provided:

- ◆ Inlays (not part of bridge)
- ◆ Onlays (not part of bridge)
- ◆ Crown (not part of bridge)
- ◆ Space Maintainers
- ◆ Oral Surgery consisting of fracture and dislocation treatment, diagnosis and treatment of cyst and abscess, surgical extractions and impaction
- ◆ Apicoectomy

The dental services listed above are subject to the following qualifications:

We will pay for individual crowns, inlays and onlays only when amalgam or synthetic fillings would not be satisfactory for the retention of the tooth, as determined by us.

We will not pay for a replacement provided less than five (5) years following a placement or replacement which was covered under this Rider. We will not pay for individual crowns, inlays or onlays to alter vertical dimension, for the purpose of precision attachment of dentures, or when they are splinted together for any reason.

If the member is not covered by Dental Amendatory Rider C (Prosthodontics) we will pay for the following types of crowns, inlays or onlays, but only when there is clinical evidence that amalgam or synthetic fillings would not be satisfactory for the retention of the tooth:

- ◆ One tooth on either side or two teeth on one side of a replacement for missing teeth, as part of a fixed bridge.
- ◆ No benefits will be provided for the tooth replacements.
- ◆ Space maintainers – payment will be made for devices to preserve space due to premature loss of primary teeth, but not for interceptive orthodontic devices. Payment will be made for up to two devices per member per lifetime.



DENTAL AMENDATORY RIDER A ADDITIONAL BASIC BENEFITS

ACCESSING BENEFITS:

Participating Dentists Benefits

Anthem Blue Cross & Blue Shield will pay the lesser of fifty percent of the dentist's usual charge or fifty percent of the Usual, Customary and Reasonable Charge, as determined by us, for the dental services described in this Rider. Dentists who participate in our dental programs agree to accept our allowance as fully payment and may not bill the member for any additional charges except for the remaining coinsurance balance.

Non-Participating Dentists Benefits

In the event a non-participating dentist renders these services, we will pay to the member the lesser of fifty percent of the dentist's charge or fifty percent of the applicable allowance for the procedure as determined by us. The member is responsible for any difference between the amount paid by us and the fee charged by the dentist.

This does not constitute your health plan or insurance policy. It is only a general description for the purposes of this Request for Proposal, of the Anthem Blue Cross & Blue Shield of Connecticut Dental Amendatory Rider A. Refer to your Master Group Policy or Description of Benefits, on file with your employer, for a complete listing of benefits, maximums, exclusions and limitations.

Visit our website at www.anthem.com

DENTAL AMENDATORY RIDER B PROSTHODONTICS

The following prosthetic services are provided under Dental Amendatory Rider B:

- ◆ Denture, full and partial
- ◆ Bridges, fixed and removable
- ◆ Addition of teeth to partial dentures to replace extracted teeth

The dental services listed above are subject to the following qualifications:

Anthem Blue Cross & Blue Shield of Connecticut will pay for standard procedures for prosthetic services as determined by us. For fixed bridges, we will pay for the replacement of missing teeth and for one tooth on either side or two teeth on one side of the replacement. We will not pay for a denture or bridge replacement, which is provided less than five years following a placement or replacement, which was covered under the contract. We also not pay for crowns splinted together for any reason.

ACCESSING BENEFITS:

Participating Dentists Benefits

Anthem Blue Cross & Blue Shield of Connecticut will pay the lesser of fifty percent of the dentist's usual charge or fifty percent of Usual, Customary and Reasonable Charge, as determined by us, for the dental services described in this Rider. Dentists who participate in our dental programs agree to accept our allowance as full payment and may not bill the member for any additional charges except for the remaining coinsurance balance.

Non-Participating Dentist Benefits

In the event a non-participating dentist renders these services, we will pay to the member the lesser of fifty percent of the dentist's charge or fifty percent of the applicable allowance for the procedure as determined by us. The member is responsible for any difference between the amount paid by us and the fee charged by the dentist.

This does not constitute your health plan or insurance policy. It is only a general description for the purposes of this Request for Proposal, of the Anthem Blue Cross & Blue Shield of Connecticut Dental Amendatory Rider A. Refer to your Master Group Policy or Description of Benefits, on file with your employer, for a complete listing of benefits, maximums, exclusions and limitations.

Visit our website at www.anthem.com

DENTAL AMENDATORY RIDER C PERIODONTICS

Periodontal services consisting of:

- ◆ Gingival curettage
- ◆ Gingivectomy and gingivoplasty
- ◆ Osseous surgery, including flap entry and closure
- ◆ Mucogingivoplastic surgery
- ◆ Management of acute infection and oral lesions

The maximum benefit we will provide for periodontal services per person per year is \$500.00.

ACCESSING BENEFITS:

Participating Dentists Benefits

Anthem Blue Cross & Blue Shield of Connecticut will pay the lesser of fifty percent of the dentist's usual charge or fifty percent of the Usual, Customary and Reasonable Charge, as determined by us, for the dental services described in the Rider. Dentists who participate in our dental programs agree to accept our allowance as full payment and may not bill the member for any additional charges except for the remaining coinsurance balance.

Non-Participating Dentists Benefits

In the event a non-participating dentist renders these services, we will pay to the member the lesser of fifty percent of the dentist's charge or fifty percent of the applicable allowance for the procedure as determined by us. The member is responsible for any difference between the amount paid by us and the fee charged by the dentist.

This does not constitute your health plan or insurance policy. It is only a general description for the purposes of this Request for Proposal, of the Anthem Blue Cross & Blue Shield of Connecticut Dental Amendatory Rider C. Refer to your Master Group Policy or Description of Benefits, on file with your employer, for a complete listing of benefits, maximums, exclusions and limitations.



DENTAL AMENDATORY RIDER D ORTHODONTICS

The following Orthodontic services are provided:

Handicapping malocclusion for a member under age 19, consisting of the installation of orthodontic appliances and orthodontic treatments concerned with the reduction or elimination of an existing malocclusion through the correction of malposed teeth.

The maximum amount payable for orthodontic services is \$1000.00 per member per lifetime.

ACCESSING BENEFITS:

Participating Dentists Benefits

Anthem Blue Cross & Blue Shield of Connecticut will pay the lesser of fifty percent of the dentist's usual charge or sixty percent of the Usual, Customary and Reasonable Charge, as determined by us, for the dental services described in this Rider. Dentists who participate in our dental programs agree to accept our allowance as full payment and may not bill the member for any additional charges except for the remaining coinsurance balance.

Non-Participating Dentists Benefits

In the event a non-participating dentist renders these services, we will pay to the member the lesser of fifty percent of the dentist's charge or fifty percent of the applicable allowance for the procedure as determined by us. The member is responsible for any difference between the amount paid by us and the fee charged by the dentist.

This does not constitute your health plan or insurance policy. It is only a general description for the purposes of this Request for Proposal, of the Anthem Blue Cross & Blue Shield of Connecticut Dental Amendatory Rider A. Refer to your Master Group Policy or Description of Benefits, on file with your employer, for a complete listing of benefits, maximums, exclusions and limitations.