

AGREEMENT

between

THE TOWN OF VERNON

and

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

July 1, 2019 - June 30, 2023

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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.A. Supervisors of Council 4, AFSCME, AFL-CIO, hereinafter referred to as the "Union."

ARTICLE I **RECOGNITION**

1. 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**

2. The Town agrees to deduct dues from each paycheck as specified by the Secretary of the Union from the wages of all dues-paying members of Local 818 covered by this agreement. A signed card authorizing the deduction will be provided to the Finance Office, by the Union, on behalf of each employee for whom the deductions are made however, any individual employee may withdraw this assent by written communication to the Finance Office.

Section 2.1

3. The weekly dues remittance to the Union will be accompanied by a list of names and addresses of employees from whose wages dues deductions have been made. If any bargaining unit member elects not to pay dues, the Union shall notify the Town, in writing, of said change within 24 hours. Any and all liability, whether financial or otherwise, stemming from, resulting from, or alleged result of the Union's failure to provide such notification will be assigned, in its entirety and without the right of appeal, to the Union.

Section 2.2

4. The Union shall, to the fullest extent of the law, indemnify and hold the Town harmless from any and all damages, costs, and expenses arising from the making of authorized deductions and or from compliance by the Town with the Union security provisions of Section 2.1. Damages include, without limitation, consequential and incidental damages.

Section 2.3

5. 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

6. 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

7. 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

8. 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

9. 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

10. All employees entering the bargaining unit 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

11. 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 between the hours of 7:00 a.m. and 3:30 p.m., with one-half (1/2) hour for unpaid lunch.

Section 5.1

12. 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

13. 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 work performed on Saturday and double (2) time for all work performed on Sunday and holidays, in addition to the Holiday pay.

Section 5.3

14. 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

15. 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

16. 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.A, within forty-five (45) days of assuming the position, the employee will return to his/her previous position.

Section 6.2 (a)

17. All vacancies and new positions covered by this Agreement may be posted internally and externally (outside the bargaining unit) simultaneously.
18. 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

19. 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.

20. 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

21. 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

22. 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

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

ARTICLE 7 **HOLIDAYS**

Section 7.1

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

- | | |
|---------------------------|---------------|
| a. New Year's Day | Labor Day |
| b. Martin Luther King Day | Columbus Day |
| c. President's Day | Veteran's Day |

- d. Good Friday
- e. Memorial Day
- f. Independence Day

Thanksgiving Day
Friday following Thanksgiving
Christmas Day

25. 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

26. 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

27. 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

28. 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

29. 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:

a. LENGTH OF CONTINUOUS SERVICE LEAVE	EARNED	VACATION
b. For employees hired before July 1, 2009:		
c. 1 year up to but not including 5 years		10 days
d. 5 years up to but not including 12 years		15 days
e. 12 years up to but not including 20 years		20 days
f. 20 years and over		25 days

g. For employees hired on or after July 1, 2009:

- | | |
|---|---------|
| h. 1 year up to but not including 5 years | 10 days |
| i. 5 years up to but not including 12 years | 15 days |
| j. 12 years and over | 20 days |

30. 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

31. 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.
32. 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

33. 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

34. 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

35. 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.
36. Section 8.6
37. Vacation pay will not be advanced.

ARTICLE IX
LEAVE PROVISIONS

Section 9.1

38. 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

39. 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

40. 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

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

42. 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.
43. 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.
44. 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.
45. 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.
46. 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

47. 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

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

Section 9.7 -Union Leave

49. 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

50. 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

51. 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

52. 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

53. 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

54. New employees hired after the signing of this Agreement shall be provided coverage by the Town, at no 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

55. 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.
56. **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.
57. **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

58. 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

59. 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

60. 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 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

61. 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

62. 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

63. The arbitrator shall be limited to deciding the specific issue placed before him/her and the specific language alleged to be misapplied or misinterpreted.
64. 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.

DM

ARTICLE XII
DISCIPLINE AND DISCHARGE

Section 12.1

65. Discipline, including discharge, shall be for just cause only.
66. 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

67. 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

68. 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

69. 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 from the Clerk of Court.

ARTICLE XV
NO DISCRIMINATION

70. 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

71. 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.
72. Employees who use their own vehicle to do Town business shall be reimbursed at the applicable IRS mileage rate of reimbursement.

ARTICLE XVII
EVALUATIONS

73. Members, due to their supervisory status, are eligible for additional compensation under a merit pay plan. The following are the guidelines for the plan:
74. 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.
75. 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.
76. 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.
77. 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.
78. 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.
79. 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.

80. G. Announcement of the Merit Pay Award(s) shall be done once annually by the Town Administrator.

81. H. The Union agrees not to grieve an alleged violation of this section.

ARTICLE XVIII

NO STRIKE/NO LOCKOUT

Section 18.1

82. 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

83. A. Effective January 1, 2013, employees may choose medical coverage through a Town sponsored High-Deductible Health Plan ("HDHP") details are set forth in Appendix B attached hereto. The annual deductible shall be \$2,000 individual account/\$4000 two-person and family accounts. The deductible contribution to the HSA shall be as follows:

a. Town 50%/Employee 50%

84. 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.

85. 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.

86. D. Employees shall contribute the following premium cost of the HDHP:

a. **First year: 13%**

b. **Second year: 13%**

c. **Third year: 14%**

d. **Fourth year: 15%**

e. 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.

87. 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 on a pro-rated basis. 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 on a pro-rated basis.

Section 19.2

88. 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:
89. 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.
90. 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.
91. iii Nine thousand dollars (\$9,000) or more – three thousand dollar (\$3,000) payment.
92. 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

93. 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

94. 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

95. 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

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

Section 19.7

97. 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

98. 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

99. 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

100. 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

101. 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

102. 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:
- b. Effective 7/1/99 -Age 63 and ten (10) years of service;
- c. Effective 6/30/2000 -Age 62 and ten (10) years of service;

B. Article V, Section 1B

- d. 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.
- e. Article III, Section 3F
- f. 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.
- g. Article VII, Section 3
- h. Deferred Vested Benefit shall be ten (10) years of service with no minimum age.
- i. 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.
- j. 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.

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Section 20.2

103. 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

104. 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

105. The Town will increase all bargaining unit wages in the following amounts on the following dates:

<u>Year 1</u>	<u>July 1, 2019 – June 30, 2020 1.75%</u>
<u>Year 2</u>	<u>July 1, 2020 – June 30, 2021 1.75%</u>
<u>Year 3</u>	<u>July 1, 2021 – June 30, 2022 1.75%</u>
<u>Year 4</u>	<u>July 1, 2022 – June 30, 2023 1.75%</u>

Section 21.2

106. 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 a.m. to 11:00 p.m.) with minimum staffing of one individual per classification. Beginning April, 1, 2017, 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 staffing of one individual per weekend. For all employees entering the bargaining unit before January 1, 2015, compensation for standby shall be set as a weekend stipend as in illustrated in Appendix F.

For all employees entering the bargaining unit between December 1, 2014 and the execution of this agreement, compensation for or standby shall be set as a weekend stipend as in illustrated in Appendix F, until June 30, 2019, after which time these employees' stand-by pay will remain at \$387.85 per weekend.

107. Finally, for all employees hired after the date of execution of this agreement, compensation for standby shall be set at a flat rate of \$250.00 per weekend.
108. Should circumstances dictate a change in on-call coverage, the substitute on-call employee will be paid an amount proportional to the time worked. Furthermore, the original on-call employee's on-call weekend stipend will be proportionally reduced. The

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total stipend for the weekend will not exceed the weekend amount as stated in Appendix F.

109. In addition, the provisions of Article V, Section 5.3 shall be applicable for all call backs.

110. Section 21.3

All employees entering the bargaining unit after July 1, 2016, will receive their paychecks via direct deposit.

ARTICLE XXII
LONGEVITY

Section 22.0

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

- | | |
|---------------------------------------|-------------------|
| a. 10 years of service up to 15 years | \$250.00 annually |
| b. 15 years of service up to 20 years | \$325.00 annually |
| c. 20 years of service up to 25 years | \$400.00 annually |
| d. 25 years of service and thereafter | \$675.00 annually |

112. This benefit is not available to new members of the bargaining unit hired after July 1, 2016.

ARTICLE XXIII
SAFETY AND HEALTH

Section 23.1

113. 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.

114. 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.

115. 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.

116. 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

117. 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

118. 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


119. This Agreement will become effective July 1, 2019 and shall remain in effect through June 30, 2023, 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.

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


121. **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


Michael J. Purcaro Date 5/3/21
Town Administrator


Dawn R. Maselek Date 5/3/21
Assistant Town Administrator

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


Darrell Lupacchino Date 5/3/2021
President, Local 818


Patrick Sampson Date 3 May 21
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

EFFECTIVE DATE	GROUP/BU DESC	DESCRIPTION	PAY BASIS	COMMENTS	STEP/ LEVEL	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY
07/01/2019	WPCA PLANT FOREMAN	WPCA - FOREMAN	Hourly	Change was made by 1.7500%	0	0	0	0	0
					1	36.8619	294.896	1,474.48	76,672.96
					2	0	0	0	0
Salary is based on the hourly rate at 40 hours per week, and is not a guaranteed salary									
07/01/2020	WPCA PLANT FOREMAN	WPCA - FOREMAN	Hourly	Change was made by 1.7500%	0	0	0	0	0
					1	37.507	300.056	1,500.28	78,014.56
					2	0	0	0	0
Salary is based on the hourly rate at 40 hours per week, and is not a guaranteed salary									
07/01/2021	WPCA PLANT FOREMAN	WPCA - FOREMAN	Hourly	Change was made by 1.7500%	0	0	0	0	0
					1	38.1634	305.308	1,526.54	79,380.08
					2	0	0	0	0
Salary is based on the hourly rate at 40 hours per week, and is not a guaranteed salary									
07/01/2022	WPCA PLANT FOREMAN	WPCA - FOREMAN	Hourly	Change was made by 1.7500%	0	0	0	0	0
					1	38.8313	310.65	1,553.25	80,769.00
					2	0	0	0	0
Salary is based on the hourly rate at 40 hours per week, and is not a guaranteed salary									





The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would share the cost for covered health care services. NOTE: Information about the cost of this plan (called the premium) will be provided separately. This is only a summary. For more information about your coverage, or to get a copy of the complete terms of coverage, go online at www.cigna.com/isp. For general definitions of common terms, such as allowed amount, balance billing, coinsurance, copayment, deductible, provider, or other underlined terms see the Glossary. You can view the Glossary at <https://www.healthcare.gov/sbc-glossary> or call 1-800-Cigna24 to request a copy.

Important Questions	Answers	Why This Matters:
What is the overall deductible?	For in-network providers: \$2,000/individual or \$4,000/family For out-of-network providers: \$2,000/individual or \$4,000/family Combined medical/behavioral and pharmacy deductible Deductible per individual applies when the employee is the only individual covered under the plan.	Generally, you must pay all of the costs from <u>providers</u> up to the <u>deductible</u> amount before this <u>plan</u> begins to pay. If you have other family members on the policy, the overall family <u>deductible</u> must be met before the <u>plan</u> begins to pay.
Are there services covered before you meet your deductible?	Yes. In-network <u>preventive care</u> & immunizations.	This plan covers some items and services even if you haven't yet met the deductible amount. But a copayment or coinsurance may apply. For example, this plan covers certain <u>preventive services</u> without <u>cost-sharing</u> and before you meet your <u>deductible</u> . See a list of covered <u>preventive services</u> at https://www.healthcare.gov/coverage/preventive-care-benefits/ .
Are there other deductibles for specific services?	No.	You don't have to meet <u>deductibles</u> for specific services.
What is the out-of-pocket limit for this plan?	For in-network providers: \$2,500/individual or \$5,000/family For out-of-network providers: \$4,000/individual or \$8,000/family Combined medical/behavioral and pharmacy out-of-pocket limit Penalties for failure to obtain <u>pre-authorization</u> for services, <u>premiums</u> , <u>balance-billing</u> charges, and health care this <u>plan</u> doesn't cover.	The out-of-pocket limit is the most you could pay in a year for covered services. If you have other family members in this plan, the overall family out-of-pocket limit must be met.
What is not included in the out-of-pocket limit?		Even though you pay these expenses, they don't count toward the out-of-pocket limit.
Will you pay less if you use a network provider?	Yes. See www.cigna.com or call 1-800-Cigna24 for a list of network providers.	This plan uses a <u>provider network</u> . You will pay less if you use a <u>provider</u> in the <u>plan's network</u> . You will pay the most if you use an out-of-network <u>provider</u> , and you might receive a bill from a <u>provider</u> for the difference between the <u>provider's</u> charge and what your <u>plan</u> pays (<u>balance billing</u>). Be aware your <u>network provider</u> might use an out-of-network <u>provider</u> for some services (such as lab work). Check with your <u>provider</u> before you get services.

DM

Important Questions	Answers	Why This Matters:
Do you need a <u>referral</u> to see a specialist?	No.	You can see the <u>specialist</u> you choose without a <u>referral</u> .

 All copayment and coinsurance costs shown in this chart are after your deductible has been met, if a deductible applies.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	No charge/visit	20% coinsurance	None
	Specialist visit	No charge/visit	20% coinsurance	None
		No charge/visit**	20% coinsurance/visit	Coverage birth through age 21
		No charge/visit**	20% coinsurance/visit	Coverage age 22 and older
		No charge/screening**	20% coinsurance/ screening	Coverage birth through age 21
		No charge/screening**	20% coinsurance/ screening	Coverage age 22 and older
		No charge/immunizations**	20% coinsurance/ immunizations	Coverage birth through age 21
If you have a test	Preventive care/ screening/ immunization	No charge/immunizations**	20% coinsurance/ immunizations	Coverage age 22 and older
		**Deductible does not apply		You may have to pay for services that aren't preventive. Ask your provider if the services needed are preventive. Then check what your <u>plan</u> will pay for.
	Diagnostic test (x-ray, blood work)	No charge	20% coinsurance	None
	Imaging (CT/PET scans, MRIs)	No charge	20% coinsurance	None

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Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you need drugs to treat your illness or condition More information about prescription drug coverage is available at www.cigna.com	Generic drugs (Tier 1)	\$5 copay/prescription (retail 34 days), \$10 copay/prescription (retail & home delivery 100 days)	20% coinsurance/prescription (retail and home delivery)	Coverage is limited up to a 100-day supply (retail and home delivery); up to a 30-day supply (retail and home delivery) for <u>Specialty drugs</u> . Certain limitations may apply, including, for example: prior authorization, step therapy, quantity limits.
	Preferred brand drugs (Tier 2)	\$15 copay/prescription (retail 34 days), \$30 copay/prescription (retail & home delivery 100 days)	20% coinsurance/prescription (retail and home delivery)	
	Non-preferred brand drugs (Tier 3)	\$35 copay/prescription (retail 34 days), \$70 copay/prescription (retail & home delivery 100 days)	20% coinsurance/prescription (retail and home delivery)	
	Facility fee (e.g., ambulatory surgery center)	No charge	20% coinsurance	
If you have outpatient surgery	Physician/surgeon fees	No charge	20% coinsurance	None
	Emergency room care	No charge/visit	No charge/visit	None
If you need immediate medical attention	Emergency medical transportation	No charge	No charge	None
	Urgent care	No charge/visit	No charge/visit	None
	Facility fee (e.g., hospital room)	No charge	20% coinsurance	The lesser of 50% or \$500 penalty for no out-of-network precertification.
If you have a hospital stay	Physician/surgeon fees	No charge	20% coinsurance	The lesser of 50% or \$500 penalty for no out-of-network precertification.
	Outpatient services	No charge/office visit No charge/all other services	20% coinsurance/office visit 20% coinsurance/all other services	None
	Inpatient services	No charge/admission	20% coinsurance	The lesser of 50% or \$500 penalty for no out-of-network precertification.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you are pregnant	Office visits	No charge	20% coinsurance	Primary Care or Specialist benefit levels apply for initial visit to confirm pregnancy. Cost sharing does not apply for preventive services. Depending on the type of services, a copayment, coinsurance or deductible may apply. Maternity care may include tests and services described elsewhere in the SBC (i.e. ultrasound). Coverage is limited to 200 days annual max. 16 hour maximum per day (The limit is not applicable to mental health and substance use disorder conditions.)
	Childbirth/delivery professional services	No charge	20% coinsurance	
	Childbirth/delivery facility services	No charge	20% coinsurance	
If you need help recovering or have other special health needs	Home health care	No charge	20% coinsurance	None
	Rehabilitation services	No charge/PCP visit No charge/Specialist visit	20% coinsurance/PCP visit 20% coinsurance/Specialist visit	
	Habilitation services	Not covered	Not covered	
	Skilled nursing care	No charge	20% coinsurance	
	Durable medical equipment	No charge	20% coinsurance	
If your child needs dental or eye care	Hospice services	No charge/inpatient; No charge/outpatient services	20% coinsurance/inpatient; 20% coinsurance/outpatient services	The lesser of 50% or \$500 penalty for failure to precertify out-of-network inpatient hospice services.
	Children's eye exam	Not covered	Not covered	None
	Children's glasses	Not covered	Not covered	None
	Children's dental check-up	Not covered	Not covered	None

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Excluded Services & Other Covered Services:

Services Your Plan Generally Does NOT Cover (Check your policy or plan document for more information and a list of any other excluded services.)	
<ul style="list-style-type: none"> • Acupuncture • Cosmetic surgery • Dental care (Adult) • Dental care (Children) 	<ul style="list-style-type: none"> • Eye care (Children) • <u>Habilitation services</u> • Long-term care • Non-emergency care when traveling outside the U.S. • Private-duty nursing • Routine eye care (Adult) • Routine foot care • Weight loss programs
Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your plan document.)	
<ul style="list-style-type: none"> • Bariatric surgery • Chiropractic care (combined with <u>Rehabilitation Services</u>) 	<ul style="list-style-type: none"> • Hearing aids • Infertility treatment

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Your Rights to Continue Coverage:

There are agencies that can help if you want to continue your coverage after it ends. The contact information for those agencies is: Department of Health and Human Services, Center for Consumer Information and Insurance Oversight, at 1-877-267-2323 x61565 or www.ccoio.cms.gov. Other coverage options may be available to you too, including buying individual insurance coverage through the Health Insurance Marketplace. For more information about the Marketplace, visit www.HealthCare.gov or call 1-800-318-2596.

Your Grievance and Appeals Rights:

There are agencies that can help if you have a complaint against your plan for a denial of a claim. This complaint is called a grievance or appeal. For more information about your rights, look at the explanation of benefits you will receive for that medical claim. Your plan documents also provide complete information to submit a claim, appeal, or a grievance for any reason to your plan. For questions about your rights, this notice, or assistance, you can contact Cigna Customer service at 1-800-Cigna24. You may also contact the Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or www.dol.gov/ebsa/healthreform or the Connecticut Insurance Department at 1-800-203-3447. Additionally, a consumer assistance program can help you file your appeal. Contact the program for this plan's situs state: State of Connecticut Office of the Health Care Advocate at (866) 466-4446. However, for information regarding your own state's consumer assistance program refer to www.healthcare.gov.

Does this plan provide Minimum Essential Coverage? Yes

If you don't have Minimum Essential Coverage for a month, you'll have to make a payment when you file your tax return unless you qualify for an exemption from the requirement that you have health coverage for that month.

Does this plan meet the Minimum Value Standards? Yes

If your plan doesn't meet the Minimum Value Standards, you may be eligible for a premium tax credit to help you pay for a plan through the Marketplace.

Language Access Services:

Spanish (Español): Para obtener asistencia en Español, llame al 1-800-244-6224.

Tagalog (Tagalog): Kung kailangan ninyo ang tulong sa Tagalog tumawag sa 1-800-244-6224.

Chinese (中文): 如果需要中文的帮助, 请拨打这个号码 1-800-244-6224.

Navajo (Dine): Dine'ehgo shika at'ohwol ninisingo, kwijigo holne' 1-800-244-6224.

-----To see examples of how this plan might cover costs for a sample medical situation, see the next section.-----

About these Coverage Examples:



This is not a cost estimator. Treatments shown are just examples of how this plan might cover medical care. Your actual costs will be different depending on the actual care you receive, the prices your providers charge, and many other factors. Focus on the cost sharing amounts (deductibles, copayments and coinsurance) and excluded services under the plan. Use this information to compare the portion of costs you might pay under different health plans. Please note these coverage examples are based on self-only coverage.

Peg Is Having a Baby

(9 months of in-network pre-natal care and a hospital delivery)

- The plan's overall deductible **\$2,000**
- Specialist coinsurance **0%**
- Hospital (facility) coinsurance **0%**
- Other coinsurance **0%**

This EXAMPLE event includes services like:

Specialist office visits (*prenatal care*)
 Childbirth/Delivery Professional Services
 Childbirth/Delivery Facility Services
 Diagnostic tests (*ultrasounds and blood work*)
 Specialist visit (*anesthesia*)

Total Example Cost

\$12,800

In this example, Peg would pay:

Cost Sharing	
Deductibles	\$2,000
Copayments	\$10
Coinsurance	\$0
<i>What isn't covered</i>	
Limits or exclusions	\$10
The total Peg would pay is	\$2,020

Managing Joe's type 2 Diabetes

(a year of routine in-network care of a well-controlled condition)

- The plan's overall deductible **\$2,000**
- Specialist coinsurance **0%**
- Hospital (facility) coinsurance **0%**
- Other coinsurance **0%**

This EXAMPLE event includes services like:

Primary care physician office visits (*including disease education*)
 Diagnostic tests (*blood work*)
 Prescription drugs
 Durable medical equipment (*glucose meter*)

Total Example Cost

\$7,400

In this example, Joe would pay:

Cost Sharing	
Deductibles	\$2,000
Copayments	\$300
Coinsurance	\$0
<i>What isn't covered</i>	
Limits or exclusions	\$200
The total Joe would pay is	\$2,500

Mia's Simple Fracture

(in-network emergency room visit and follow up care)

- The plan's overall deductible **\$2,000**
- Specialist coinsurance **0%**
- Hospital (facility) coinsurance **0%**
- Other coinsurance **0%**

This EXAMPLE event includes services like:

Emergency room care (*including medical supplies*)
 Diagnostic test (*x-ray*)
 Durable medical equipment (*crutches*)
 Rehabilitation services (*physical therapy*)

Total Example Cost

\$1,900

In this example, Mia would pay:

Cost Sharing	
Deductibles	\$1,900
Copayments	\$0
Coinsurance	\$0
<i>What isn't covered</i>	
Limits or exclusions	\$0
The total Mia would pay is	\$1,900

The plan would be responsible for the other costs of these EXAMPLE covered services.

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DISCRIMINATION IS AGAINST THE LAW

Medical coverage

Cigna complies with applicable Federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability, or sex. Cigna does not exclude people or treat them differently because of race, color, national origin, age, disability, or sex.

Cigna:

- Provides free aids and services to people with disabilities to communicate effectively with us, such as:
 - Qualified sign language interpreters
 - Written information in other formats (large print, audio, accessible electronic formats, other formats)
- Provides free language services to people whose primary language is not English, such as:
 - Qualified interpreters
 - Information written in other languages

If you need these services, contact customer service at the toll-free number shown on your ID card, and ask a Customer Service Associate for assistance.

If you believe that Cigna has failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability, or sex, you can file

a grievance by sending an email to ACAGrievance@Cigna.com or by writing to the following address:

Cigna
Nondiscrimination Complaint Coordinator
PO Box 188016
Chattanooga, TN 37422

If you need assistance filing a written grievance, please call the number on the back of your ID card or send an email to ACAGrievance@Cigna.com. You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights electronically through the Office for Civil Rights Complaint Portal, available at <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>, or by mail or phone at:

U.S. Department of Health and Human Services
200 Independence Avenue, SW
Room 509F, HHH Building
Washington, DC 20201
1.800.368.1019, 800.537.7697 (TDD)
Complaint forms are available at
<http://www.hhs.gov/ocr/office/file/index.html>.



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Proficiency of Language Assistance Services

English – ATTENTION: Language assistance services, free of charge, are available to you. For current Cigna customers, call the number on the back of your ID card. Otherwise, call 1.800.244.6224 (TTY: Dial 711).

Spanish – ATENCIÓN: Hay servicios de asistencia de idiomas, sin cargo, a su disposición. Si es un cliente actual de Cigna, llame al número que figura en el reverso de su tarjeta de identificación. Si no lo es, llame al 1.800.244.6224 (los usuarios de TTY deben llamar al 711).

Chinese – 注意：我們可為您免費提供語言協助服務。對於 Cigna 的現有客戶，請致電您的 ID 卡背面的號碼。其他客戶請致電 1.800.244.6224（聽障專線：請撥 711）。

Vietnamese – XIN LƯU Ý: Quý vị được cấp dịch vụ trợ giúp về ngôn ngữ miễn phí. Dành cho khách hàng hiện tại của Cigna, vui lòng gọi số ở mặt sau thẻ Hội viên. Các trường hợp khác xin gọi số 1.800.244.6224 (TTY: Quay số 711).

Korean – 주의: 한국어를 사용하시는 경우, 언어 지원 서비스를 무료로 이용하실 수 있습니다. 현재 Cigna 가입자님들께서는 ID 카드 뒷면에 있는 전화번호로 연락해 주십시오. 기타 다른 경우에는 1.800.244.6224 (TTY: 다이얼 711)번으로 전화해 주십시오.

Tagalog – PAUNAWA: Makakakuha ka ng mga serbisyo sa tulong sa wika nang libre. Para sa mga kasalukuyang customer ng Cigna, tawagan ang numero sa likuran ng iyong ID card. O kaya, tumawag sa 1.800.244.6224 (TTY: I-dial ang 711).

Russian – ВНИМАНИЕ: вам могут предоставить бесплатные услуги перевода. Если вы уже участвуете в плане Cigna, позвоните по номеру, указанному на обратной стороне вашей идентификационной карточки участника плана. Если вы не являетесь участником одного из наших планов, позвоните по номеру 1.800.244.6224 (TTY: 711).

Arabic – برجاء الانتباه خدمات الترجمة المجانية متاحة لكم. لعملاء Cigna الحاليين برجاء الاتصال بالرقم المدون علي ظهر بطاقتكم الشخصية. او اتصل ب 1.800.244.6224 (TTY: اتصل ب 711).

French Creole – ATANSYON: Gen sèvis èd nan lang ki disponib gratis pou ou. Pou kliyan Cigna yo, rele nimewo ki deyè kat ID ou. Sinon, rele nimewo 1.800.244.6224 (TTY: Rele 711).

French – ATTENTION: Des services d'aide linguistique vous sont proposés gratuitement. Si vous êtes un client actuel de Cigna, veuillez appeler le numéro indiqué au verso de votre carte d'identité. Sinon, veuillez appeler le numéro 1.800.244.6224 (ATS : composez le numéro 711).

Portuguese – ATENÇÃO: Tem ao seu dispor serviços de assistência linguística, totalmente gratuitos. Para clientes Cigna atuais, ligue para o número que se encontra no verso do seu cartão de identificação. Caso contrário, ligue para 1.800.244.6224 (Dispositivos TTY: marque 711).

Polish – UWAGA: w celu skorzystania z dostępnej, bezpłatnej pomocy językowej, obecni klienci firmy Cigna mogą dzwonić pod numer podany na odwrocie karty identyfikacyjnej. Wszystkie inne osoby prosimy o skorzystanie z numeru 1 800 244 6224 (TTY: wybierz 711).

Japanese – 注意事項: 日本語を話される場合、無料の言語支援サービスをご利用いただけます。現在のCignaのお客様は、IDカード裏面の電話番号まで、お電話にてご連絡ください。その他の方は、1.800.244.6224 (TTY: 711) まで、お電話にてご連絡ください。

Italian – ATTENZIONE: Sono disponibili servizi di assistenza linguistica gratuiti. Per i clienti Cigna attuali, chiamare il numero sul retro della tessera di identificazione. In caso contrario, chiamare il numero 1.800.244.6224 (utenti TTY: chiamare il numero 711).

German – ACHTUNG: Die Leistungen der Sprachunterstützung stehen Ihnen kostenlos zur Verfügung. Wenn Sie gegenwärtiger Cigna-Kunde sind, rufen Sie bitte die Nummer auf der Rückseite Ihrer Krankenversicherungskarte an. Andernfalls rufen Sie 1.800.244.6224 an (TTY: Wählen Sie 711).

Persian (Farsi) – توجه: خدمات کمک زبانی، به صورت رایگان به شما ارائه می‌شود. برای مشتریان فعلی Cigna، لطفاً با شماره‌ای که در پشت کارت شناسایی شماست تماس بگیرید. در غیر اینصورت با شماره 1.800.244.6224 تماس بگیرید (شماره تلفن ویژه ناشنایان: شماره 711 را شماره‌گیری کنید).

APPENDIX B-1

Town of Vernon

Managed Prescription Program, 3-Tier

Benefits at a Glance

How to Use the 3-Tier Managed Prescription Program

The 3-Tier Managed Prescription Program ("Program") has three (3) different levels (or "tiers") of copayments, depending on the type of prescription drug you purchase (*see the chart below for details*). Your copayments will be lower when you use generic or brand-name medications that are on our list of preferred prescription drugs. The medications on this list are selected for their quality, safety and cost-effectiveness. You will still have coverage for brand-name drugs that are not on the list, but your copayment will be higher.

Talk to your provider about using generic drugs or listed brand-name drugs. It is a simple way to save out-of-pocket expenses.

Copayments and Day Supplies

- You will be responsible for **one (1) copayment** when purchasing up to **34 days supply** of any prescription drugs from a retail pharmacy.
- You'll be responsible for **one (1) copayment** when purchasing up to **100 days supply** of maintenance prescription drugs through the mail-service program.

Generic Drugs Have the Lowest Copayment

Your HMO or PPO Copayment:

Type of Prescription Drug Covered		Any	Maintenance
Number of Allowed Refill Supply (subject to state and federal restrictions)		Retail < 34 Days	Mail > 31 Days < 100 Days
Tier 1: Generic drugs	The term "generic" refers to a prescription drug that is not protected by a trademark. It is required to meet the same bioequivalency test as the original brand-name drug.	\$ 5	\$ 5
Tier 2: Listed brand-name drugs	The term "listed brand-name" refers to a brand-name prescription drug that is on the Program list of preferred prescription drugs.	\$ 25	\$ 25
Tier 3: Non-listed brand-name drugs	The term "non-listed brand-name" refers to a brand-name prescription drug that is not on the Program list of preferred prescription drugs.	\$ 40	\$ 40
Annual Maximum – HMO	Per member per calendar year-	Unlimited	
Annual Maximum – PPO	Per member per calendar year-	\$5,000	

APPENDIX B-1

Town of Vernon Managed Prescription Program, 3-Tier Benefits at a Glance

Generic Substitution

Prescriptions will be filled with the generic equivalent when there is one available. Generic equivalents contain the same active ingredients and subject to the same, rigid FDA standards for quality, strength and purity as their brand-name counterparts. The brand name of a medication is the product name under which it is advertised and sold. Using generic, "preferred" drugs helps control costs for you and your plan while still providing you with the medications you need to stay healthy.

Exception: If your doctor indicates "Dispense as Written," you will receive the brand-name drug, and you will be responsible for the applicable listed brand or non-listed brand copayment.

Note: If your doctor does *not* indicate "Dispense as Written," and you choose the brand drug, you will be responsible for the applicable listed brand or non-listed brand-name copayment as well as the difference in cost between the generic and listed brand or non-listed brand name drug.

Preferred Drug Step Therapy

The Program will offer and the employees will make every effort to use clinically interchangeable, generic drug alternatives in certain categories as a first line therapy before non-preferred drugs are used. Such categories of maintenance drugs include: ace inhibitors, beta blockers, NSAIDS, gastrointestinal, osteoporosis, sleep medication and intranasal steroids, etc.; with the antidepressants expressly excluded from the preferred drug step therapy. A Coverage Review Request by members, comprising trial and failure of preferred drug therapy, will be offered to be covered for non-preferred drugs.

Retail Refill Allowance

Members can use retail for non-maintenance drugs with no restrictions, subject to copayments specified in the Program. Non-maintenance drugs are defined as those taken on a short-term basis, i.e. usually fewer than 34 days – e.g. an antibiotic used to treat a strep throat.

Members may use retail for maintenance prescription drugs only two (2) times before the penalty will apply. Maintenance medications are defined as those taken regularly for an ongoing condition – e.g. medications used to treat high blood pressure. Members will be contacted by the Program at each retail refill to utilize the mail order service. At and following the third (3rd) time of retail use for such drugs, a penalty will be charged, equal to five per cent (5%) of the retail cost of such prescription drug and two (2) times the retail copayment for the respective Tier, i.e. \$10 / \$50 / \$80. No penalty will apply if the member utilizes the mail order.

When using the mail order, any medications that are temperature-sensitive for reasons of their sustained potency and effectiveness are shipped in special insulated packages designed to keep the contents at the correct temperature through the delivery process.

APPENDIX B-1

Town of Vernon

Managed Prescription Program, 3-Tier

Benefits at a Glance

The low copayments for the mail order refill supplies provide an added incentive for the members to use the mail order over retail purchases for maintenance medications.

National Pharmacy Network

Members also have access to a network (currently more than 53,000) retail pharmacies throughout the country.

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 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 the Program payment and the pharmacist's actual charge.

Limits and Exclusions

Benefits are limited to no more than a **34-day supply** for covered drugs purchased at a retail pharmacy, and no more than a **100-day supply** for covered maintenance drugs purchased by mail service. All prescriptions are subject to the quantity limitations imposed by state and federal statutes.

APPENDIX C – JOB DESCRIPTIONS

Town of Vernon

Department: WPCA

Job Title: Wastewater Collection System Foreman

Bargaining Unit: WPCA Supervisors

General Statement of Duties: 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. Supervises Wastewater Collection Systems Technician.

Essential Job Functions: Regular and punctual attendance. Reviews plans and specifications of referrals from Planning & Zoning Commission and advises Director of possible problems and concerns relative to the sanitary sewers 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.

Other Job Functions: 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/her control. Maintains easements in accordance with Town policies on Town sewer contracts. Performs other related work as required.

Physical Demands: The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to use hands to finger, handle, feel or operate objects, tools or controls and reach with hands and arms, talk or hear. The employee frequently is required to stand and walk. The employee is occasionally required to climb, balance, stoop, kneel and crouch.

The employee may frequently lift and/or move up to 50 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, depth perception and the ability to adjust focus.

Work Environment: The work characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job the employee occasionally works in outside weather conditions. The employee occasionally works near moving mechanical parts and is occasionally exposed to wet and/or humid conditions. The employee occasionally works in high, precarious places and is occasionally exposed to toxic or caustic chemicals, raw and treated sewage. The employee occasionally works in confined spaces.

The noise level in the work environment is usually moderately loud.

MINIMUM QUALIFICATIONS

Knowledge, Skills & Abilities: Working knowledge of the materials, methods and equipment used in the construction, operation and maintenance of sanitary sewers, manholes and pump stations; a working knowledge of federal and state laws pertaining to wastewater collection and treatment; knowledge of operation of standard office machines and use of computer; 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, associates, contractors, supervisors, and the public; ability to train personnel; ability to apply principals of logical thinking to define problems, collect data, establish facts and draw valid conclusions;

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APPENDIX C – JOB DESCRIPTIONS

ability to understand and carry out instructions furnished in written, oral, blueprint or diagrammatic form; mathematical ability to determine units of measure; ability to work under unpleasant working conditions; ability to respond to emergencies on an assigned basis, including holidays and weekends. Thoroughness and dependability in performing assignments.

Experience & Training: Graduation from high school, high school equivalency diploma (GED) or trade school graduate, or equivalent combination of education and training that involves 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. College level courses highly desirable.

License or Certificate: Collection System Operator's Certification, Class II, Valid Connecticut Commercial Driver's License, Class B.

This job description is not nor is it intended to be, a complete statement of duties, functions and responsibilities which comprise this position.
EOE/AA/M/F Revised: 11/12/2014; Adopted:11/18/2014

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APPENDIX C – JOB DESCRIPTIONS

Town of Vernon

Department: WPCA

Job Title: Plant Foreman

Bargaining Unit: WPCA Supervisors

General Statement of Duties: 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 the required environmental protections standards are met.

Supervision Received: Receives oral and written instructions from Assistant Director. Plans and organizes work based on 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.

Essential Job Functions: Regular and punctual attendance; 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. Evaluations 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.

Other Job Functions: Performs plant duties of Plant Superintendent as necessary. Assist 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.

Physical Demands: The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to use hands to finger, handle, feel or operate objects, tools or controls and reach with hands and arms, talk or hear. The employee frequently is required to stand and walk. The employee is occasionally required to climb, balance, stoop, kneel and crouch.

The employee may frequently lift and/or move up to 50 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, depth perception and the ability to adjust focus.

Work Environment: The work characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job the employee occasionally works in outside weather conditions. The employee occasionally works near moving mechanical parts and is occasionally exposed to wet and/or humid conditions. The employee occasionally works in high, precarious places and is occasionally exposed to toxic or caustic chemicals, raw and treated sewage. The employee occasionally works in confined spaces.

The noise level in the work environment is usually moderately loud.

MINIMUM QUALIFICATIONS

Knowledge, Skills & Abilities: Knowledge of high pressure systems, occupational hazards and attendant safety factors and precautions; a working knowledge of federal and state laws pertaining to wastewater collection and treatment; knowledge of operation of standard office machines and use of computer; ability to establish and maintain effective relationships with associates, contractors and the public; thoroughness and dependability in performing assignments; ability to acquire a working knowledge of the use of powdered activated carbon and "wet air regeneration" in the treatment process; ability to supervise operating and technical personnel in

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APPENDIX C – JOB DESCRIPTIONS

operation, maintenance, and laboratory tasks related to waste water treatment, ability to train personnel; ability to apply principals of logical thinking to define problems, collect data, establish facts and draw valid conclusions; ability to understand and carry out instructions furnished in written, oral, blueprint or diagrammatic form; mathematical ability to determine units of measure; ability to work under unpleasant working conditions; ability to respond to emergencies on an assigned basis, including holidays and weekends.

Experience & Training: Graduation from high school, high school equivalency diploma (GED) or trade school graduate, or equivalent combination of education and training that involves 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. College level courses highly desirable.

License or Certificate: State of Connecticut certification as Wastewater Operator Class III. Valid motor vehicle driver's license.

*This job description is not nor is it intended to be, a complete statement of duties, functions and responsibilities which comprise this position.
EOE/AA/M/F Revised: 1/2/2014; Adopted: 1/28/2014*

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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

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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: _____

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Revised 1/18/00

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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.

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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.

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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.

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Visit our website at www.anthem.com

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.

EM



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.

RM



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.



APPENDIX F
ON-CALL PAY

DATE	WEEKEND RATE	HOLIDAY RATE
7/1/2015	\$237.74	\$135.85
1/1/2016	\$238.93	\$136.53
7/1/2016	\$242.52	\$138.58
1/1/2017	\$243.73	\$139.27
4/1/2017*	\$372.76	\$139.27
7/1/2017	\$378.35	\$141.36
1/1/2018	\$380.25	\$142.07
7/1/2018	\$387.85	\$144.91

* constitutes start in change of weekend on-call per contract

WM

RO (2W)

Appendix G

Memorandum of Agreement

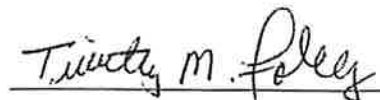
The Town of Vernon (hereby the "Town") and WPCA Supervisors, Local 818 of Council 4 (hereby the "Union"), have come to the following agreements regarding the Collective Bargaining Agreement ("CBA") between the Town and Union effective July 1, 2015 through June 30, 2019:

1. All new employees hired after 7/1/2013 into the position of WPCA Foreman will require a State of Connecticut Department of Energy and Environmental Protection Wastewater Operator III certification. The present job description will be updated and approved by the Union, to reflect this change, and bring it into ADA compliance.
2. In recognition of the Operator III certificate, the Town agrees to provide WPCA Foremen in the CBA with an annual stipend of \$1,200. This stipend will be paid upon ratification, and in the future, annually on the second week of December.
3. In recognition of the Operator IV certificate, the Town agrees to provide WPCA Foremen in the CBA with an annual stipend of \$2,000. This stipend will be paid annually on the second week of December.
4. Current WPCA Foremen will be grandfathered and will not be required to obtain the Operator III certificate, but are encouraged to obtain same.
5. Current WPCA Foremen that are grandfathered in shall not be penalized in their annual evaluation by the Director of WPCA or his designee, for failure to obtain Operator III or IV certificates.



Michael Purcato, Town Administrator

Date: 01/05/2018



Timothy Foley, President WPC Supervisors

Date: 1/5/2018

DM

Settlement Agreement

Between

Town of Vernon

And AFSCME, Council 4, Local 818-26, AFL-CIO

Case No. MPP – 32543

(Amended)

In full and final settlement of the above noted case, the parties agree as follows:

- 1) The parties agree that the attached Appendix F is in effect as of July 1, 2015;
- 2) Referencing Section 21.2; beginning April 1, 2017, holiday stand-by and weekend stand-by staffing is one individual;
- 3) Referencing Section 21.2 holiday stand-by compensation shall be as illustrated in Appendix F; (as attached)
- 4) The Town will remove the written warning issued to D.J. Lupacchino no later than December 20, 2017; provided there are no similar occurrences;
- 5) In recognition of the above, the Union withdraws MPP-32543 (amended) and three (3) pending grievances filed May 11, 2017, June 7, 2017 and June 21, 2017;
- 6) This agreement sets no precedent for either party and shall not be used by either party in any forum absent mutual agreement;

X Laurie J. Webster 7/25/17
AFSCME - Council 4 Date

X Daniel Storchowski 7/25/2017
AFSCME Date

X Timothy M. Foley 7/25/17
AFSCME Date

X [Signature]
Town Date

RM