

AGREEMENT

between

THE CITY OF GROTON

and

**THE UNITED STEEL, PAPER AND FORESTRY, RUBBER,
MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE WORKERS
INTERNATIONAL UNION, LOCAL 9411-00 (UTILITIES)**

JULY 1, 2023 – JUNE 30, 2028

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PREAMBLE

This Agreement made and entered into by and between the **CITY OF GROTON**, hereinafter referred to as “the Employer”, or “the City” or “the Department”, and the **UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION**, on behalf of Local 9411-00, hereinafter referred to as “the Union”.

WITNESSETH:

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE 1 - RECOGNITION AND MEMBERSHIP

Section 1.1 **Recognition**

- a. The Employer recognizes the Union as the exclusive bargaining agent for all employees in job classifications listed in Appendices “A” and “C”, attached and made a part of this Agreement.
- b. The Union agrees that its members, who are employees of the Employer, will individually and collectively continue to perform efficient work and service, and that they will continue to avoid and discourage waste of materials, time and manpower, and that they will use their influence and best efforts to protect the property of the Employer and its interest and to prevent loss of tools and materials, and that they will cooperate with the Employer in promoting and advancing the welfare of the Employer and the service at all times.
- c. The Union shall notify the Employer in writing of the identity of its elected representatives, and in the event of a change of any representative, shall notify the Employer of such change promptly. Notices to the Employer under this provision shall be directed to the Director of Utilities or Manager.

Section 1.2 **Subsequent Recognition**

If, at any time during the term of this Agreement or any renewals or extensions hereof, the Employer shall recognize the Union as the exclusive agent of the employees in any job classification in addition to those specified in Section 1.1(a) of this Article, all of the provisions of this Agreement shall become applicable to the employees in such job classifications as though such job classification had been originally designated herein except that the rates of pay applicable to such job classification shall be such as may be agreed upon between the Employer and the Union.

Section 1.3 **Check-off**

The Employer, where voluntarily authorized and directed by an employee, in writing, upon an authorization form approved by the Employer, will deduct from the wages of such employee once each week the membership dues of the Union, which dues shall be in an amount equal to 1.45% total earnings plus two (\$0.02) cents per hour during an appropriate reference period and shall continue in the same amount until the wage level of the employee is changed. Minimum weekly dues shall be five dollars (\$5.00), and an initiation fee shall be ten dollars (\$10.00). If no pay is due an employee on the regular deduction date, the deduction shall be made from the following pay. An employee who has worked at least five (5) days in the current month and who quits or is discharged for cause shall have the current month’s dues deducted from his/her final pay. Said deductions are to be remitted promptly to the International Secretary-Treasurer of the United Steelworkers, Post Office Box 644487, Pittsburgh PA 15264-4487. Such remittance shall be accompanied by a list setting forth the names of employees from whom

the amounts of dues and initiation fees were deducted. A copy of said list shall be given to the Financial Secretary of the Local Union.

The City will notify the Union immediately when a new employee in a position covered by this Agreement is hired and will afford one Union representative an opportunity to meet with the new employee on one occasion for up to one (1) hour during his/her first week of employment.

Section 1.4 Coverage

This Agreement shall be applied uniformly to all regular hourly paid employees and there shall be no discrimination among employees as regarding terms and conditions of employment. No person in the service of the Department of Utilities, shall be discriminated against in any way because of race, color, religious creed, age, sex, marital or civil union status, national origin, ancestry, present or past history of mental disorder, mental retardation, or physical disability, including, but not limited to, blindness, unless this action is based on a bona-fide occupational qualification. No person shall willfully or corruptly make or cause to be made any false statement, certification, promotion, demotion, removal or appointment held or made under the provisions of the City Charter or in any manner commit or attempt to commit any fraud preventing the impartial execution of the Charter provisions. No person shall either directly or indirectly solicit, pay, render, receive or give any money, service or other valuable thing to any person for or on account of or in connection with any test, appointment, promotion, demotion, layoff or dismissal. For purposes of this Article, discrimination is defined as under state and/or federal employment law. An arbitrator shall not have jurisdiction to hear or decide (i.e., grievance shall not be arbitrable) a claim of discrimination which has been filed in State or Federal Court and/or with a state or federal agency or commission including, but not limited to, the Connecticut Commission on Human Rights and Opportunities (CHRO) or Equal Employment Opportunity Commission (EEOC).

Section 1.5 Temporary and Part Time Employees

It is understood and agreed that temporary and part-time employees are not covered under this Agreement and also that appointments to temporary and part-time positions will expire automatically at the end of one hundred twenty (120) working days and shall not be subject to renewal within the same calendar year. Any part of a day worked will constitute one (1) working day. It is the intent and purpose of this stipulation to prohibit the assignment of any temporary or part-time employee to regular status.

Section 1.6 Disabled Persons

The Employer may employ a person with a physical or mental disability on a part-time basis beyond the limits of Section 1.6.

It is the intent and purpose of this stipulation to permit a person hired by the Employer who is physically or mentally unable to work an eight (8) hour day because of a physical or mental disability to be allowed continued employment beyond the one hundred twenty (120) working days.

Section 1.7 Hold Harmless Clause

The Union agrees to indemnify and save the Employer harmless from and against any and all claims, demands, suits, or other form of liability, including, but not limited to, reasonable court costs and legal fees, that may arise out of or by reason of action taken or not taken by the Union, or the Employer for the purpose of complying with any provision of this Article, or in reliance on any list, notice or assignment furnished under any such provision.

ARTICLE 2 - JOB CLASSIFICATIONS AND ASSIGNMENTS

Section 2.1 **Job Classification and Hourly Rates**

It is agreed that the Employer shall maintain job classifications at hourly rates in the amount and scope as specified in Appendices A, B and C, attached hereto and made a part hereof. (See, also, Article 15 - Wages.)

Section 2.2 **Job Classification Review Periods**

- a. Effective upon the execution of this Agreement, employees in the classification of Helper will be hired for a probationary period of twelve (12) months. At the end of the probationary period, they will receive their first step increase. Thereafter, they will receive a step increase in accordance with Appendix A, until they reach the top elevation of Helper, provided they possess the required certifications as indicated in Appendix A. No employee will be advanced unless they possess the required certifications. Thereafter, they will receive their step elevation every twelve (12) months. All employees in the junior step and higher will receive their step elevation at twelve (12) month intervals - to the top rate of their job classification, provided they possess the required certifications as indicated in Appendix A. No employee will be advanced unless they possess the required certifications.

Section 2.3 **Job Assignments**

- a. (1) Each employee will be assigned to a job classification, the duties of which he/she is competent to perform and which generally reflect his/her normal work.

(2) Employees will be advanced within their classifications provided they are qualified, meet the time requirements, and possess the required certifications, including, but not limited to, those certifications specified in Appendix A
- b. (1) An employee who is temporarily assigned to direct work forces normally directed by a supervisor, because of the absence from work of a supervisor, will be paid a ten percent (10%) differential over his/her normal rate of pay for all hours so assigned on any day, provided that the assignment is for four (4) or more consecutive hours on that day.

(2) An employee who is temporarily assigned to direct work forces normally directed by a leader, because of the absence from work of a leader, will be paid at first step leader pay for all hours so assigned on any day, provided that the assignment is for four (4) or more consecutive hours on that day.
- c. The acting leader will be assigned from among qualified employees in the Level II operator classification whenever possible. If all said employees are equally qualified, the most senior person in terms of time in the Level II operator classification shall be assigned as acting leader, provided said person possesses the required certifications. Notwithstanding the aforesaid, if there are insufficient qualified employees available in the Level II operator classification who possess the required certifications to be a leader, the City reserves the right to appoint an acting leader from among other employees in the Level II operator classification. An acting leader will be paid at the starting rate for leader for all hours assigned as an acting leader. If an employee has been made acting leader or chief and thereafter his/her promotion becomes permanent, the Employer agrees that the time he/she has worked as acting leader or chief will be counted in the computation of his/her probationary period.

- d. If more than one person is scheduled on a shift, there shall be a leader or acting leader also scheduled at certifications as indicated in Appendix A. Notwithstanding the aforesaid, if there are insufficient qualified employees available who possess the required certifications to be a leader, the City reserves the right to appoint an acting leader from among other employees in the senior operator classification, with preference given to the most senior person in terms of time in the senior classification within the Water Treatment Plant. An acting leader will be paid at the starting rate for leader for all hours assigned as acting leader.
- e. In the Water Treatment Plant Section of the Water Division, the Department shall not be required to assign more than one Water Treatment Operator per shift. When there is only one such operator, he/she shall not normally be required to answer emergency calls and/or dispatch emergency crews for other divisions/sections of the Department. In the event of an emergency at the Water Treatment Plant on shifts that the operator on duty is unable to handle alone, the manager or his/her designee will be called to assist.

Section 2.4 Shift Premium

- a. Employees assigned to classifications requiring work on the evening and night shifts shall receive, in addition to their actual rate of pay, a premium of ten percent (10%) per hour for time worked on the second (evening) shift and a premium of eleven percent (11%) for time worked on the third (night) shift.
- b. The schedules of normal work coverage for employees who are assigned to rotating or special schedules are made to meet the continuous nature of the utilities operation. It is the purpose of the Employer to arrange such schedules to conform with the wishes of the employees involved, provided that the shifts are adequately covered without unnecessary overtime payments.
- c. Upon request from rotating shift or special scheduled employees, the Employer may, at its discretion with respect to extended hours of work and the number of simultaneous requests or extended period of exchange, permit such employees to exchange their scheduled hours of normal work coverage within a workweek provided the shifts are adequately covered without involving payment of overtime or upgraded rates.

Section 2.5 Inclement Weather

- a. Excluding work of an emergency nature, work performed by meter and service technicians concerned with the connection or read-in and read-out for new customers and the reading of large water meters due to customer contract requirements, no outside work shall be performed where employees will be exposed to extremes of weather. Work of an emergency nature shall include: any work necessary for the protection of life or property, both public and private; any work required to restore damaged facilities to a safe condition; any work necessary to close an open trench or excavation. The unloading of items of freight delivered to the Employer shall not be considered as “outside work” within the meaning of Section 2.5(a).
- b. The extremes of weather are defined as steady precipitation; ten degrees or below, or twenty degrees or below with wind in excess of 20 miles per hour for cold; and ninety degrees or above for hot, as measured at the job site and approved by the Supervisor.
- c. No employee shall suffer a loss of pay due to his/her inability to work during extremes of weather.

Section 2.6 Laboratory Work

The Water Treatment Plant Operator Senior and Wastewater Treatment Facility Plant Operator Senior who is assigned to laboratory work for a minimum of one day shall receive a differential of seventy-five cents (\$.75) per hour for time worked on laboratory assignments.

Section 2.7 Commercial Driver's License

- a. It is mutually understood and agreed that all employees shall obtain, possess and maintain as a condition of employment all necessary license(s) and medical examiner's card through the State of Connecticut, Department of Motor Vehicles, if required by their position, or any position they may temporarily or periodically fill, including, but not limited to, a Commercial Driver's License (CDL). Failure of an employee to obtain, possess and maintain any required license(s) to include medical examiner's card may result in suspension or termination. In lieu of suspension or termination, if an employee fails to obtain or maintain such license(s) and medical examiner's card, he/she may be demoted to the next lower classification for which he/she is qualified, until he/she obtains said license(s) and medical card, or for the period of time during which his/her license(s) and medical examiner's card is suspended or revoked, for an employee with five (5) years or more seniority for a period not to exceed twelve (12) months, or with respect to an employee with less than five (5) years seniority for a period not to exceed six months provided that the benefit of this period may be used by an employee only on one occasion.

All leader positions in all job classifications and all Wastewater Treatment Facility position descriptions will not be required to maintain or possess a CDL as a condition of employment. The Director of Utilities may grant the medical waiver in his/her discretion to employees who are unable to obtain a medical examiner's card and CDL as a result of a medical condition.

- b. In addition, the City reserves the right to require all employees hired after the execution of this Agreement to possess at the time of hiring and maintain thereafter, all necessary licenses through the State of Connecticut, Department of Motor Vehicles, required of their position, or any position they may temporarily or periodically fill, including, but not limited to, a Commercial Driver's License (CDL). Management reserves the right to waive this requirement for reasons such as medical or at other times when deemed appropriate and on a case by case basis.
- c. The City will pay for the cost of a physical examination related directly to the renewal of a Commercial Driver's License (CDL). Further, the City shall have the right, but not the obligation, to determine the location and time of said examination, and the physician who will conduct the examination. The City will endeavor to conduct said examination during normally scheduled daytime work hours. See Appendix I.

Section 2.8 Permanent Part Time Employees

See Appendix C, attached hereto and made a part hereof.

ARTICLE 3 - HOURS OF WORK, OVERTIME, HOLIDAYS

Section 3.1 Working Hours

- a. It is mutually understood and agreed that the normal maximum work day commencing at 7:00 a.m. shall be eight (8) hours in any twenty-four (24) hour period and that the normal maximum workweek shall be forty

(40) hours in any pay week, Monday through Friday, inclusive, except for employees working rotating shifts or special schedules as posted.

- b. It is agreed that the normal work schedule for all Water Operations and Wastewater Treatment Facility employees (with the exception of Water Treatment Plant Laboratory Technicians) shall mean Monday through Friday and that normally scheduled work hours shall mean 7:00 a.m. to 3:00 p.m. WTP Laboratory Technicians shall be assigned 7:00 a.m. to 3:00 p.m. or 8:00 a.m. to 4:00 p.m. at the discretion of the Water Quality Manager. It is further agreed that outside of the normal work schedule shall mean Saturdays, Sundays and holidays.
- c. Water Treatment Plant employees work a normal work schedule from Monday through Sunday on a rotating basis of eight (8) hours from 11:00 p.m. to 7:00 a.m., 7:00 a.m. to 3:00 p.m., and 3:00 p.m. to 11:00 p.m.
- d. Notwithstanding any other provision of this Agreement, scheduled employees are employees whose workweek consists of specially scheduled hours consisting of eight (8) hours out of any nine (9) consecutive hours in a day, totaling forty (40) hours per week. The regular working hours for scheduled employees shall be between 7:00 a.m. and 8:00 p.m. Classifications included as scheduled employees are:
 - (1) Water Treatment Plant Section - All Reservoir Patrolperson classifications.

Section 3.2 Overtime

- a. All hours worked in excess of eight (8) hours per day, or the basic forty (40) hours per week, or outside of any employee's normal work schedule, will be paid for at one and one half (1½) straight time rates, except when a greater overtime or holiday rate is applicable as hereinafter set forth.
- b. Overtime shall be paid for at one and one half (1½) times the regular hourly rate.
 - (1) At the Employer's option, up to thirty-two (32) hours of compensation time may be substituted for monetary payment at the applicable overtime rate. Compensatory time may not be utilized during the summer months (May 1 - August 31). Compensatory time may not be carried over and any unused compensatory time will be paid at the end of the fiscal year. Time may be taken in one (1) hour increments.
- c. Sunday work (not related to training), for other than rotating schedules, shall be paid for at the rate of two (2) times the hourly rate.
- d. Employees working on the sixth (6th) shift of their rotating schedule shall receive one and one half (1½) times the straight time rates.
- e. Employees working (not attending training) on the seventh (7th) shift of their rotating schedule shall receive two (2) times straight time rates.
- f. (1) That present employees of the bargaining unit shall not experience any reduction in pay because of these provisions.
 - (2) That the overtime provisions remain in effect for their present hourly rates and to apply to the eight percent (8%) increase in hourly rates recommended by the fact finder as of July 1, 1979.

(3) That the overtime rates remain fixed as long as these employees continue to be members of this bargaining unit. It is to be an absolute amount and will not increase as the hourly rates of pay increase in the future. It is not known as overtime, but as a special longevity payment to expire as these employees leave the work force.

Section 3.3 Holidays

a. The Employer and the Union hereby recognize for the purpose of this Agreement the following paid holidays:

- | | |
|-------------------------|------------------------|
| New Year’s Day | Martin Luther King Day |
| President’s Day | Good Friday |
| Memorial Day | Juneteenth |
| Independence Day | Labor Day |
| Indigenous People’s Day | Veteran’s Day |
| Thanksgiving Day | Day after Thanksgiving |
| Christmas Day | |

- b. Whenever any of such days occurs upon Sunday, the Monday next following such day shall be recognized as the holiday. Whenever any such holiday occurs on Saturday, the Friday preceding such day shall be recognized as the holiday.
- c. If the City Council should approve an additional holiday for other City departments during the life of this Agreement, or any other day appointed by the Governor as a special legal holiday, which holiday is not listed heretofore, the City Council’s action shall be construed so as to amend the list of recognized paid holidays.
- d. In lieu of the employee’s birthday, an employee will be granted eight (8) additional hours of casual time that has been incorporated in Section 4.5.

Section 3.4 Work on Holidays

When working conditions permit, regular employees will be allowed time off at basic straight time rates on recognized holidays falling on a day within their normal work schedule.

- a. When a regular employee is required to work on a recognized holiday falling on a day within his/her normal work schedule in addition to holiday pay at a basic straight time rate, two (2) straight time rates will be paid for time worked within his/her normally scheduled work hours and two and one half (2½) straight time rates will be paid for time worked outside his/her normally scheduled work hours.
- b. When a regular employee is required to work on a recognized holiday falling on a day outside his/her normal work schedule, in addition to the straight holiday time, two (2) straight time rates will be paid for the time worked within his/her normally scheduled work hours and two and one half (2½) straight time rates will be paid for time worked outside his/her normally scheduled work hours.

Section 3.5 Special Overtime Assignments

- a. Employees not assigned to take trouble calls outside their normally scheduled work hours, but who are called out to perform other than prearranged overtime work, will be paid a minimum sum equal to two (2) hours pay at the rate applicable for each time called out, except that they will be paid not less than three (3) hours at applicable rates for each time called out between the hours of 12:00 midnight and 5:00 a.m. Multiple calls

received within the same two (2) hour or three (3) hour span described herein shall be compensated as a single call.

- b. An employee who reports for prearranged overtime work at an hour outside his/her normal work schedule will be compensated in a sum of not less than two (2) hours pay at applicable overtime rates, provided further that an employee who reports for prearranged overtime work on a day outside his/her normal work schedule, Saturdays, Sundays, and holidays, will be compensated in a sum of not less than four (4) hours pay at applicable overtime rates. In the event that an employee is notified not to report for prearranged overtime work less than twenty-four (24) hours in advance of the assigned reporting time, he/she shall nevertheless, be paid for two (2) hours at his/her basic straight time rate. If, however, work is cancelled due to an act of God or the provisions of Section 2.5, the employer will not be liable for any pay, providing one (1) hour's notification is given.
- c. Overtime immediately following the normally scheduled workday will be paid for at the actual overtime worked at applicable rates.

Section 3.6 Work on Vacation

Any employee who is called in to work while on a vacation day shall be paid a minimum sum equal to eight (8) hours pay in addition to vacation pay at applicable rates for each day on which he/she is called in to work. All such employees shall also have a choice of substitute time off. Every effort will be made to coordinate the desired time off between the employee and management. Employees on vacation shall not be subject to call except during extreme emergency.

Section 3.7 Distribution of Overtime

- a. Regular full-time employees will be given preference over temporary or part-time employees in the distribution of overtime work.
- b. Management personnel will not be permitted to perform any work that is normally done by employees during normal workdays, except in extreme emergency such as life hazard, or when qualified employees are not available or refuse to work overtime.
- c. Insofar as practicable, assigned overtime will be equally distributed among suitably qualified employees who are within the job classification in which the work is to be performed.
- d. Records of distribution of assigned overtime work will be made available to representatives of the Union at reasonable times upon reasonable notice.
- e. When overtime is offered as the result of emergency work defined as: water main breaks, sewer stoppages, snow plowing, etc., at least fifty percent (50%) of employees required, and who are asked, shall work said emergency work during each quarterly period.

Section 3.8 Emergency Overtime

Compensation for emergency overtime commences one half ($\frac{1}{2}$) hour previous to the time when the employee reports for work and ends one half ($\frac{1}{2}$) hour after he/she is dismissed from work.

Section 3.9 Rest Time

If an employee is required to work outside of his/her normal work day for more than two (2) hours during the eight (8) hour period immediately preceding the starting time of his/her next normal work day schedule, he/she will, whenever possible, be allowed rest time during that normal work day without loss of normal wages. The rest time shall be equivalent to the sum of the time worked and any time allowed off for meals during the above eight (8) hour period. When service requirements will not permit allowing all of the earned rest time off during the normal work days, that part worked will, except for holidays, be paid for at one and one half (1½) times straight time rates.

Section 3.10 Sixteen (16) Consecutive Hours Work

- a. If an employee is required to work beyond sixteen (16) consecutive hours, he/she will, whenever reasonably possible, be allowed a period of eight (8) hours' time off before returning to work. Any part of such time off which extends into the employee's normal workday will be paid for at straight time rates. Time allowed off for meals will be counted in determining sixteen (16) consecutive hours for the purpose of this Section. When service requirements will not permit allowing as earned rest time off that part which may extend into normal work days, then that part worked during normal work days will, except for holidays, be paid for at one and one half (1½) straight time rates, provided it is not part of time worked in excess of sixteen (16) hours.
- b. If an employee is required to work beyond sixteen (16) hours, he/she will be paid at double his/her straight time rate for those hours worked beyond sixteen (16) consecutive hours, except when a greater rate is applicable or when any hours worked in excess of the consecutive sixteen (16) hours are spent in transit as a passenger, he/she will be paid at one and one half (1½) his/her straight time rate for the working hours spent in transit. Time allowed off for meals will be counted in computing sixteen (16) consecutive hours for the purposes of this Section.

Section 3.11 Notice of Overtime

Whenever possible, at least seventy-two (72) hours' notice will be given to employees who are requested to work prearranged overtime. Prearranged overtime is defined as that for which four (4) or more hours of advance notice has been given. Employees who are unable to report for overtime work will notify the employer as promptly as possible to avoid disruption of planned work.

Section 3.12 Call Time

- a. Employees placed "on call" will hold themselves available so that they may be contacted within fifteen (15) minutes. On call employees once contacted are to report to work within thirty (30) minutes of the contact.
- b. Penalty for violation of Section 3.12(a) will result in a maximum of six (6) months suspension from call time. Subsequent violations may result in further progressive disciplinary action.
- c. (1) Effective upon the ratification and execution (by the City and local union representatives) of this Agreement, all employees covered by this Agreement who are assigned to take trouble calls outside their normal work hours shall be paid for 14.0 hours at the lowest leader hourly rate. Employees shall be paid for one half hour at straight time for each call in excess of fifteen minutes.

(2) If called upon to perform work, in addition to the above call time pay, the employee shall be paid for time worked at time and one half (1½) his/her applicable hourly rate or double time (2X) on Sundays or holidays

for a minimum of two (2) hours, including travel time, for each occasion called out, except that the minimum shall be three (3) hours, including travel time, for each time called out between the hours of 12:00 midnight and 5:00 a.m., provided further that the call person called out shall hold themselves available for the minimum pay hours and all time worked during this period shall be considered as being continuous.

(a) Notwithstanding the foregoing, call person shall be entitled to the same rate of pay as the first step in the leader classification, or his/her normal rate of pay, whichever is greater.

d. A pager and/or cell phone shall be provided for call person.

e. **Water Operations/Water Treatment Plant/Wastewater Treatment Facility.** There shall be a call list of at least four (4) qualified persons, as determined by the Director of Utilities, who shall possess State of Connecticut Class II Water Distribution Operator certifications and who shall be either Leader, Senior or Junior. Said lists shall be filled by volunteers and if sufficient volunteers are unavailable, the Employer shall assign four (4) qualified persons from the list of Leader, Senior or Junior, who possess State of Connecticut Class II Water Distribution Operator certifications so as to maintain a call list of not less than four (4) persons. Call time assignments shall be maintained quarterly. Wastewater Treatment Facility personnel must possess a Wastewater certification. Water Treatment Plant for on call pay provided ceases if City, in its discretion, adds second person to second/third shift or does split shift.

Section 3.13 Meals

a. If an employee is required to work overtime, he/she will, except as hereinafter stated, be paid a meal allowance of ten dollars (\$10.00) under any of the following conditions:

(1) When the employee is required to report to work starting two (2) hours or more before his/her normal scheduled starting time without having been given twelve (12) or more hours advance notice; or

(2) When the employee is required to work more than two (2) hours beyond his/her normal scheduled work hours.

b. During time of emergencies when employees cannot be released long enough to make arrangements for their meals, the Employer will supply such meals at its own expense.

c. During work performed outside of normal scheduled working hours, the Employer will furnish meals at its expense at five (5) hour intervals unless a majority of the employees concerned in a work group in any instance agrees to extend the five (5) hour interval.

ARTICLE 4 - VACATION, FUNERAL TIME, SICK LEAVE, CASUAL TIME

Section 4.1 Vacation

a. **Employees Hired Prior to July 1, 1991**

(1) Regular employees who have been in the continuous employ of the Employer for twenty-two (22) years or more will be allowed the following vacation leave with basic straight pay:

| <u>Years of Service</u> | <u>Vacation Leave</u> |
|-------------------------|-----------------------|
| 22 years | 22 days' vacation |
| 23 years | 23 days' vacation |
| 24 years | 24 days' vacation |
| 25 years | 25 days' vacation |
| 26 years | 26 days' vacation |
| 27 years | 27 days' vacation |
| 28 years | 28 days' vacation |
| 29 years | 29 days' vacation |
| 30 years | 30 days' vacation |

b. Employees Hired on or after July 1, 1991

- (1) Regular employees who have been in continuous employ of the Employer for one (1) year or more, but less than two (2) years, will be allowed one (1) week vacation with basic straight time pay.
 - (a) Regular employees in their probationary year shall accrue vacation time at the rate of four (4) hours per month commencing on the first day of their third month of continuous employment. All accrued vacation time earned in the first year of continuous employment must be used prior to the completion of their first year of continuous employment.
- (2) Regular employees who have been in the continuous employ of the Employer for two (2) years or more, but less than five (5) years, will be allowed two (2) weeks' vacation with basic straight time pay.
- (3) Regular employees who have been in the continuous employ of the Employer for five (5) years or more, but less than eleven (11) years, will be allowed three (3) weeks' vacation with basic straight time pay.
- (4) Regular employees who have been in the continuous employ of the Employer for eleven (11) or more years will be allowed the following vacation leave with basic straight pay:

| <u>Years of Service</u> | <u>Vacation Leave</u> |
|-------------------------|-----------------------|
| 11 years | 16 days' vacation |
| 12 years | 17 days' vacation |
| 13 years | 18 days' vacation |
| 14 years | 19 days' vacation |
| 15 years | 20 days' vacation |

- c. When one of the recognized holidays occurs within an employee's vacation period, such employee may schedule an additional day of vacation with basic straight time pay.
- d. Consistent with the City of Groton Department of Utilities service obligation, vacations will be scheduled to meet and suit the convenience of employees whenever possible. Employees will be granted preference in selecting vacation periods in descending order of department seniority on a section basis. The taking of all earned vacation, up to a maximum of four (4) weeks at one time if possible, if management agrees.

Preference for selection will be granted for all employees as follows:

- (1) For all first and second week vacation periods.

- (2) For all third week vacations.
- (3) For all fourth week vacations.
- (4) For all vacation days in excess of the fourth week.
- (5) For any additional vacation days granted because of recognized holidays falling within a vacation period.

Vacations shall normally start on a Friday following the employee's regularly scheduled shift and for shift workers whose normally scheduled shifts include Saturday and/or Sunday. The vacation shall begin immediately following said employee's regularly scheduled shift. Each Section Supervisor will, not later than May 8th, prepare and post on appropriate bulletin boards, schedules showing the vacation periods granted. In order that this may be done by May 8th, it will be necessary for employees to make their selections of vacation promptly.

The City agrees to post annually, complete work schedules for the Water Treatment Plant on or before January 31st.

In the event that an employee fails to make his/her selection by April 1st, he/she will forfeit his turn. Should any employee fail to make his/her selection by April 1st, Supervisors at their discretion may schedule the employee's vacation period. Changes in any scheduled vacation period may be made only with the approval of the Supervisor and the Manager.

For the purposes of scheduled vacations, vacation time shall be understood to mean one (1) week or more. Single day vacations may occur outside of those scheduled on May 8th provided that any portion of a day shall be counted as one (1) full day vacation and does not conflict with other scheduled vacations. Only two (2) employees per section will be allowed to be on vacation or absent at one time. Where sections have less than six (6) employees, only one (1) person will be either on vacation or a scheduled absence at one time. Notwithstanding the aforesaid, additional employees may be permitted to be on vacation or a scheduled absence provided the same is approved by the Director of Utilities. The failure of the Director of Utilities to approve such a request shall not be a grievable matter by the Union or the employees.

Payment of scheduled vacation time off will be made on the payday previous to starting the vacation if all provisions of department vacation policy have been adhered to. The date that will determine the earned vacation time allowed each employee shall be the anniversary date of his/her employment.

Employees will be eligible to take each increment of their vacation time as it is earned at any time after their anniversary date during the calendar year in which it is earned. Should the vacation time earned exceed the normal workdays remaining in the calendar year, the excess time may be carried over into the next calendar year and used in January. Once vacation time has been earned, it shall not be necessary to re-earn the vacation time, but it shall be considered an entitlement to the employee as of January 1st of each calendar year unless the employee terminates his/her employment, at which time any unearned vacation shall be repaid to the City. Employees will be eligible to take any vacation time earned in the preceding calendar year at any time during the current year in accordance with Sections 4.1(d) and 4.1(e), except that excess time earned, as stated above, must be taken during January.

- e. All vacations must be completed within the calendar year and cannot be accumulated or carried over into subsequent years, except when a new increment of earned vacation time exceeds the normal work days remaining in the calendar year as set forth above, and except under the following circumstances:

- (1) If any employee has not been able to take all or part of his/her vacation at the time scheduled due to management's request that he/she work during the period scheduled for his/her vacation, he/she may carry over into the next calendar year all or part of the vacation not taken at the scheduled time.
 - (2) Any employee may submit a written request to the Director of Utilities or Manager that he/she be permitted to accumulate and carry over to the next calendar year any vacation time which he/she had not been able to take because of unusual and extenuating personal reasons. Such request shall recite such reasons and shall be submitted to the Director of Utilities or Manager as soon as it becomes apparent to the employee that he/she will be unable to take all or part of his/her vacation during the calendar year. The granting of all such requests, in whole or in part, shall be at the complete, unfettered discretion of the Director of Utilities or Manager and shall be subject to such conditions as he/she may wish to impose.
 - (3) All vacation time accumulated under the provisions of either of the two preceding subparagraphs shall be taken in the next calendar year as soon after January 1st as practicable.
 - (4) Employees whose anniversary is October 1st – December 30th, and provided the employee earned two (2) weeks or less of vacation, can carry the unused vacation forward into the next calendar year to be used within six (6) months (by June 30th).
- f. Employees who terminate will be paid on a pro-rata basis from January 1st for vacation time earned. Retiring employees will be paid in full for vacation earned.
 - g. In the event of the death of an employee, his/her accumulated vacation will be prorated to the day of death and paid to the deceased employee's immediate family (spouse and/or dependent children).
 - h. One half day vacations may occur, provided that any portion of a half day vacation shall be counted as a half day vacation.
 - i. Payment for Unused Vacation
 - (1) At the sole discretion of the Director of Utilities, an employee may be paid for unused vacation leave in accordance with the following:
 - (a) An employee must take a minimum of two (2) weeks' vacation, or one half of their earned vacation, whichever is greater, as vacation time each calendar year.
 - (b) An employee must submit a written request for payment in lieu of vacation to the Employer, on forms provided by payroll, for vacation time that will not be taken.
 - (c) All requests for payment in lieu of vacation must be submitted to payroll by October 1st of the calendar year involved. If approved by the Director of Utilities, payments will be made on the last payday in October and will be based on a forty (40) hour workweek.
 - (2) Payments under this provision shall not be considered as wages of compensation for any other purpose, including, but not limited to, calculating future salary adjustments, overtime or pension.
 - (3) The failure of the City to grant a request for payment for unused vacation leave shall not be a grievable matter by employees or the Union.

Section 4.2 Funeral Time

- a. In the case of death of spouse, child, stepchild, mother or father, an employee shall be entitled to five (5) consecutive work days off without loss of pay, provided at least one (1) of said days must be the day of the funeral. For a mother-in-law or father-in-law under the same roof as the employee, an employee shall be entitled to five (5) consecutive work days off without loss of pay, provided at least one (1) of said days must be the day of the funeral.
- b. (1) In case of death of sister, brother, foster child, grandchild or grandparent, an employee shall be entitled to three (3) consecutive work days off without loss of pay, provided at least one (1) of said days must be the day of the funeral.

(2) In the case of death of a mother-in-law or father-in-law not living under the same roof as the employee, or any other relative under the same roof as the employee not covered in Sections 4.2(a) or 4.2(b)(1) above, the employee shall be entitled to three (3) consecutive work days off without loss of pay, provided at least one (1) of said days must be the day of the funeral.
- c. In the case of the death of a mother-in-law or father-in-law not living under the same roof as the employee, where extenuating circumstances exist requiring travel of over 250 miles, the employee shall be entitled to no more than two (2) additional consecutive work days off without loss of pay.
- d. In the case of an aunt or uncle, provided the employee attends the funeral, he/she shall be entitled to one (1) day off without loss of pay.
- e. Any funeral time to which an employee would be entitled under paragraphs 4.2(a), (b) and (c) above, that occurs during the employee's scheduled vacation period, will not be charged to vacation time, and the employee shall have his/her choice of substituting vacation time off with basic straight time pay.

Section 4.3 Sick Leave

- a. Sick leave will be accrued at ten (10) hours per month. Sick leave may be taken under the following conditions:
 - (1) Illness of the employee that prevents the employee from attending work.
 - (2) Medical or dental appointments that cannot be scheduled outside normal working hours.
 - (3) Illness of a member of the employee's immediate family, residing in the employee's home, that requires the attention of the employee. This benefit is limited to three (3) days per calendar year.
- b. Any employee exhausting his/her reserve of sick, vacation and FMLA time due to any extended illness may make application to the Department Head for additional paid or unpaid sick leave. Nothing herein shall compel the Department Head to approve any request for additional paid or unpaid sick leave.
- c. Employees retiring from municipal service under the normal retirement provisions of the City's Retirement Plan, after giving a minimum written notice of thirty (30) days of such retirement, will be paid for any accrued sick leave in excess of four hundred (400) hours up to a maximum of six hundred (600) hours.

d. To be eligible for sick leave with pay, employees shall: (a) report at the start of each workday to the Department Head or designee; (b) keep the Department Head or designee informed of the length of time the individual will be out of work.

1. A medical certificate signed by a duly licensed physician or medical care provider may be required:

(a) For any period of absences consisting of more than four (4) days duration.

(b) For whenever an employee has used sick leave during vacation, before or after a holiday, or has a pattern of absenteeism.

Failure to provide the same, if required by the City, shall result in the employee not being paid for said absence. In addition, the employee may be subject to additional disciplinary action.

The failure of the City to request a medical certificate shall not constitute a waiver by the City of this provision.

Nothing in this Article shall preclude or prohibit the City from requesting additional information or documentation in accordance with state and/or federal law, such as the ADA, FMLA and/or Workers' Compensation Act.

e. Unauthorized use of or abuse of sick leave or false sick leave claims shall be the basis for disciplinary action, including termination.

f. Employees will be allowed to accumulate up to 1,096 hours each December 31st. On January 1st, the accumulation will be reduced to 1,000 hours; however, the employee will be paid for one-third of the hours not taken (Example: An employee with 1096 hours would be paid for one-third of 96 hours, i.e., he/she shall receive payment for 32 hours). This payment will be made by the third payday in January.

Section 4.4 Long Term Illness

Employees with three (3) or more years' service may be considered for extended sick leave if deemed warranted by the Director of Utilities or Manager. The following conditions would be taken into consideration:

(1) Employee's merit ratings;

(2) Past sick leave record and a sickness certificate from a physician.

Terms of extended sick leave and the repayment of said extension shall be in writing between the Director of Utilities or Manager and the employee. Such extended sick leave shall be repaid by working on vacation days and/or casual days and by the forfeiture of future earned, but unused sick leave in accordance with the schedule for repayment established by the Director of Utilities or Manager in each individual case.

Section 4.5 Casual Time

Employees shall be entitled to three (3) paid casual days per calendar year, provided the casual day is prearranged with the employee's supervisor; and the casual day may be taken in increments of not less than one (1) hour, and may not be allowed for the first one half (½) hour of the working day. The casual day must be taken within the calendar year and is not accumulative. Newly hired employees are entitled to prorated casual leave during the

first calendar year of employment; for example, an employee hired on May 1 (i.e., one third through the calendar year) is entitled to two (2) casual days through December 31 of that calendar year.

ARTICLE 5 - PERFORMANCE REVIEW

Section 5.1 Rating

Each supervisor, including but not limited to, Chief Plant Operators, shall rate the employees under his/her supervision for the purpose of determining the employee's performance.

The review shall be accomplished in accordance with the following schedule:

- a. Helper. Employees in the classification of Helper shall be reviewed once at the following intervals: six (6) months; six (6) months; one (1) year. In addition, such employee will be evaluated annually upon their anniversary date and/or upon receiving additional certifications, and/or prior to receipt of a step increase.
- b. Other. Employees in other job classifications shall be reviewed once after one (1) year in the job classification and once before being considered for advancement to a job opening in a higher job classification. In addition, such employees will be evaluated annually upon their anniversary date and/or upon receiving additional certifications, and/or prior to receipt of a step increase.
- c. An employee shall progress through his/her step and review period so long as he/she is qualified to perform the work in the next higher step to maximum Senior. Said advancement shall commence upon the employee's next regular review period.

In order for a Leader at the Water Treatment Plant to act as Chief Operator, he/she must qualify for Class IV certification. The Employer agrees that an employee shall have one (1) year from his/her last performance review to qualify as Leader; however, should the employee fail to pass the examination that is first offered following his/her appointment to Leader, then he/she will be allowed to take the next examination offered. A Leader who then lacks Class IV certification shall be demoted to Senior Operator.

In order for a Leader at the Wastewater Treatment Plant to act as Chief Plant Operator, he/she must possess a Class IV certification or possess a Class III certification and be qualified to take the Class IV exam. The Employer agrees that an employee shall have one (1) year from his/her last performance review to qualify as Leader; however, should the employee fail to pass the examination that is first offered following his/her appointment to Leader, he/she will be allowed to take the next examination offered. A Leader who then lacks Class III certification shall be demoted to Senior Operator.

Section 5.2 Grievance

Any employee who is dissatisfied with his/her performance report may resort to the grievance procedure set forth in this Agreement.

Section 5.3 Performance Evaluation Report Factors

Performance Evaluation Report Factors will be found in Appendix D (Performance Evaluation Report). Additional factors selected by management may be added as needed. Supervisors shall personally review and discuss performance individually with all assigned employees. Each employee shall be given a copy of his/her Performance Evaluation Report. Each employee will sign said Report, acknowledging receipt thereof. After the

performance evaluation has been routed to the appropriate parties, the Human Resources Department will provide the employee with a copy of the performance evaluation. If an employee does not agree with their evaluation, he/she has the right to submit a rebuttal.

Section 5.4 Posting of Vacancy

Whenever a vacancy exists or when the Employer wishes to add to the number of employees in any classification covered by this Agreement, a suitable notice will be posted on all bulletin boards for a period of seven (7) working days. A copy of the notice will be given to the Unit Chairperson for posting on bulletin boards.

Section 5.5 Job Openings - Preference

- a. The Employer will give first preference to its regular qualified employees by section only, as defined in Section 9.5, over hiring employees from other sections or new employees when making appointments to job openings in higher classifications within a section. Thereafter, the employer will give preference to its regular qualified employees in other sections over hiring new employees when making appointments to job openings in higher classifications. Individuals who wish to apply for job openings will submit an employment application to the Human Resources Department for consideration.
- b. Eligible employees shall be considered in order of their seniority by classification and by section as defined in Section 9.5. The selection of the employee shall be based on seniority, experience, ability and qualifications to do the work then required in a satisfactory manner.
- c. In the event more than one employee is equally qualified for the job, the job shall be assigned to the employee with the greatest amount of seniority by classification and by section. The successful applicant for the job shall serve a probationary period of one hundred eighty (180) working days. If said employee shall not successfully pass the probationary period, he/she shall be returned to his/her former classification. All other candidates whether from other sections or new employees will be considered on the basis of qualifications as determined by the Director of Utilities.

ARTICLE 6 - MILITARY LEAVE, JURY DUTY

Section 6.1 Military Leave of Absence

- a. The Employer will reinstate, without loss of Utilities seniority, regular employees who have been granted a leave of absence to enter the military service of the United States, either by induction or by voluntary enlistment caused by notice of induction for the minimum time required by that particular branch of service. Upon the employee's reinstatement, he/she will receive the prevailing wage rate for his/her job classification.
- b. Any employee who is required to report for active duty training with the National Guard or an Armed Service Reserve Unit shall be granted the required time off to report for such duty. The Employer will reimburse the employee for the difference between his/her normal pay and the amount of military pay received by him/her for up to a period of one year, in accordance with City Ordinance #165.
- c. The Employer may use temporary or part-time help beyond the limits of Section 1.3, to fill the vacancy created by an employee who has been granted a leave of absence to enter the military service, either by induction or by voluntary enlistment, caused by notice of induction under the terms of 6.1(a) above, it being understood that whenever possible qualified members of the Union will be used to fill the vacancy with the understanding that they will revert to their original classification upon the return of the employee from military service.

Section 6.2 Jury Duty

- a. An employee who is required to report for jury duty shall be paid the difference between the amount which he/she received, excluding any travel pay received, for such jury duty and the amount which he/she would have earned at his/her normal rate of pay during the time lost from his/her regularly scheduled work shift by his/her jury duty.
- b. To be eligible to receive this difference, an employee must notify the Employer within three (3) working days after the receipt of notice to report for jury duty, and must furnish to the Employer a statement of record from the appropriate public official showing the date and time served and the amount of pay received the same. "Regularly scheduled work shift" as used in this Article constitutes a maximum of eight (8) hours per day and forty (40) hours per week.
- c. If employee is subpoenaed to attend court for a City matter, that attendance will be treated as if the employee was assigned jury duty.

ARTICLE 7 - GRIEVANCES

Section 7.1 Definition

For the purpose of this Agreement, the word "grievance" means any dispute or complaint between the Employer and the Union with regard to classification, wages, hours or other conditions of employment, or between any individual employee or group of employees and the Employer, concerning the effect, interpretation, application, claim of breach or violation of this Agreement or any dispute among the parties.

Section 7.2 Grievance Procedure

- a. The purpose of the grievance procedure shall be to settle employee grievances on as low a level as possible.
- b. Any such grievance shall be settled in accordance with the following procedure:
 - (1) The aggrieved employee and his/her Steward shall take up the grievance with his/her immediate supervisor, within fifteen (15) working days of its occurrence and his/her supervisor will take the necessary steps to adjust the complaint. If no satisfactory settlement is reached within two (2) working days, then
 - (2) The employee shall put the grievance into writing and forward it to his/her department head. Said grievance shall state the nature and facts giving rise to such grievance, the section(s) of the Agreement involved, if appropriate, and the specific remedy sought. The department head will discuss the grievance with the employee and the Shop Steward and attempt to adjust the grievance. If no satisfactory settlement is reached within three (3) working days after receipt of the written grievance, then
 - (3) The Shop Steward shall present the grievance to the Director of Utilities or Manager, Department of Utilities, within five (5) working days. After receiving the complaint, the Director of Utilities or Manager shall call a meeting that shall include the department head, the aggrieved employee, the Unit Chairperson or the Union Steward, and the Staff Representative. The Director of Utilities or Manager shall make a report of his/her findings and render a decision in writing within five (5) working days after said meeting, and a copy shall be provided to the Staff Representative.

- (4) In the event any grievance or dispute is not settled in a manner satisfactory to both the Union and the Employer, then either party has the right and authority to submit such grievance or dispute to arbitration in the manner hereinafter provided for.
- (5) Should the parties hereinabove set forth be unable to finally determine such grievance or dispute, the matter shall then be referred within fifteen (15) working days following the Director's or Manager's decision, to the American Arbitration Association to arbitrate such dispute or grievance. The jurisdiction and authority of the arbitrator and his/her opinion and award shall be confined to the interpretation and/or application of the provision(s) of this Agreement at issue between the Union and the Employer. He/she shall have no authority to add to, detract from, alter, amend, or modify any provision of this Agreement. The arbitrator shall not have jurisdiction to hear or decide more than one (1) grievance without the mutual consent of the Employer and the Union except as required by the AAA. The written award of the arbitrator on the merits of any grievance adjudicated within his jurisdiction and authority shall be final and binding on the aggrieved employee, the Union, and the Employer. The standard of proof in all cases shall be based on a preponderance of the evidence.
- (6) The party requesting arbitration also shall notify the State Board of Mediation and Arbitration and request mediation of the dispute. The parties shall meet with a state mediator in an effort to resolve the dispute prior to any arbitration hearing.
- (7) Failure at any step of this procedure to communicate a decision within the specified time limits shall permit the aggrieved employee to proceed immediately to the next step. Failure at any step to appeal within the specified time limits shall be considered acceptance by the aggrieved employee of the decision rendered, and such decision shall thereafter be binding upon the aggrieved employee and the Union.

Section 7.3 Notice of Intent to File Grievance

In further consideration of the mutual promises contained herein, the parties hereto expressly agree that neither party shall bring, or cause to be brought, any court or other legal or administrative action against the other until the dispute, grievance or complaint shall have been brought to the attention of the party against whom it shall be made, and the said party, after actual notice of same, shall, within a reasonable time, fail to take steps to correct the cause or circumstances giving rise to such dispute, claim, grievance or complaint.

Section 7.4 Union Investigation of Grievance

Union stewards and officers, before absenting themselves from work to investigate complaints, grievances and working conditions shall notify their supervisors. The supervisor shall be promptly notified upon return to work. In no event shall more than one (1) such Union Steward or officers be absent at any given point in time.

Section 7.5 Time Off Related to Grievance

Employees participating in the settlement of grievances during their regular working hours shall be paid at their normal rate of pay by the Employer. The Employer shall not be obligated to pay for time lost in arbitration hearings except for the aggrieved employee.

Section 7.6 Individual's Right to File Grievance

Notwithstanding the provisions of Section 7.2, an individual employee, at any time, may present his/her grievance to the department and have the grievance adjusted without intervention of the Union, provided the adjustment shall not be inconsistent with the terms of this Agreement. The Union shall be given prompt notice of the adjustment.

Section 7.7 Probation Employees

Probationary employees may be terminated by the Employer at any time during the probationary period without recourse to the grievance and arbitration provisions of this Agreement.

ARTICLE 8 - RESERVED FOR FUTURE USE

ARTICLE 9 - STRIKES, LOCKOUTS AND LAYOFFS

Section 9.1 No Lockouts/Strikes

During the term of this Agreement, the Employer will not engage in any lockout and the Union will not take part in or cause, nor will its members take part in any strike, sympathy strike, slowdown or stoppage of the Department operations. All grievances arising under this Agreement shall be settled in the manner provided for in Article 7, subject to provisions of applicable statutes of the State of Connecticut.

Section 9.2 Reasons for Layoffs

The City shall have the right to lay off permanent employees for any of the following reasons:

- a. Lack of work or funds; or
- b. Other legitimate reasons.

Section 9.3 Reassignment of Duties of Laid Off Employees

The duties performed by employees who have been laid off may be reassigned to other employees.

Section 9.4 Termination Is Not A Layoff

Separation from service due to disciplinary action or penalty will not be considered a layoff.

Section 9.5 Seniority Related to Layoffs

Seniority for purposes of this Article, and only this Article, shall be defined as an employee's total length of continuous, full time service with the Water Division of the Department of Utilities. There shall be the following sections within said Division (See also Appendix A, attached hereto and made a part hereof):

- a. Wastewater Treatment Facility Section;
- b. Water Treatment Plant Section;

- c. Laboratory Section;
- d. Water Operations:
 - (1) Water Distribution Section;
 - (2) Meter and Service Technician Section.

Section 9.6 Order of Layoff

Employees will be laid off in reverse order of seniority provided that the senior employees to be retained are capable of filling the remaining jobs as determined by the City. Notwithstanding the aforesaid, an employee may bump to a lower classification provided he/she is qualified and has seniority over the person being bumped.

Section 9.7 Notice of Layoff

The City will give written notice to the employees involved and the Union’s representative of a proposed layoff. This notice shall be sent to the employees by registered or certified mail at their last known home address as it appears in the records of the Department two (2) weeks before the effective date of the layoff. It is the employees’ responsibility to notify the Department in writing of any change in address.

Section 9.8 Recall Rights

- a. Laid off permanent employees shall have recall rights for a period of eighteen (18) months from the date of layoff. Said employees shall be recalled by inverse order of layoff, with the most senior employee on layoff, by section and by classification, the first to be recalled, provided the employee possesses the prerequisite qualifications and certifications for the position as determined by the City. Notwithstanding the aforesaid, the Director of Utilities shall have the sole authority to waive said qualifications and certifications.
- b. Any employee who refuses recall shall lose all further recall rights. Failure to report to work within fifteen (15) working days following notice to report, sent by registered or certified mail to the employee’s last known home address as it appears in the records of the Department, shall result in loss of all recall or reemployment rights the employee might otherwise have under this Agreement. It is the employee’s responsibility to notify the Department in writing of any change in address.
- c. An employee separated from service with the City for more than six (6) months shall be required to successfully pass a physical examination prior to returning to work.

ARTICLE 10 - THE FUNCTIONS OF MANAGEMENT

Section 10.1 Management Rights

There are no provisions in this Agreement that shall deem to limit or curtail the Employer in any way in the exercise of the rights, powers and authority which the Employer had prior to the effective date of this contract unless and only to the extent that provisions of this Agreement specifically curtail or limit such rights, powers and authority. The Union recognizes that the Employer’s rights, powers and authority include but are not limited to, the management and direction of working forces, including the right to hire, suspend or discharge for proper cause; in the case of emergency, the right to transfer to any other department or work or position; the right to lay

off because of lack of work or other legitimate reasons; the right to fix reasonable hours of overtime, but not the right to require the working of such overtime; the right to make reasonable plant rules; the right to require a fit for duty test to any employee who exhibits signs that they are not fit for duty.

These rights shall be considered acknowledged functions of management and are vested exclusively in the Employer. Nothing herein contained shall abridge any of the terms of this Agreement.

The City's failure to exercise any right, prerogative, or function hereby reserved to it, or the City's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the City's right to exercise such right, prerogative, or function or to preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.

ARTICLE 11 - SAFETY CONDITIONS

Section 11.1 Safety Programs

It is mutually agreed that the Employer, the Union and all individual employees shall continue their program of safety measures for the protection of the employees and the property of the Employer, and also to promote and maintain the service of the Employer to the public.

Section 11.2 Safety Regulations

It is agreed that there shall be continued in effect the safety regulations covered by the current issue of the City of Groton Department of Utilities "Safety Rules and Instructions" and that the Employer and all employees shall adhere to and comply with said regulations in their entirety.

Section 11.3 Issuance of Safety Rules and Instructions

It is agreed that as a guide to safety the Employer will issue a copy of its "Safety Rules and Instructions" to each employee who will be required to read, sign and return to his/her supervisor the enclosed acknowledgment receipt.

Section 11.4 Use of Protective Devices and Apparel

It is agreed that employees will be required to wear and use protective devices and apparel as supplied in accordance with the current issue of the "Safety Rules and Instructions".

Section 11.5 Safety to be Adhered to by Outside Contractors

The Employer agrees to use its best efforts to see that contractors engaged in work in coordination with employees of the Employer shall observe the "Safety Rules and Instructions" or comparable and equivalent standards.

Section 11.6 Furnishing Protective Equipment and Clothing

- a. The Employer agrees to furnish protective equipment where required by law, for use of the employees on the job such as boots, coveralls, rain gear, hats, gloves, etc.
- b. The Employer agrees to furnish insulated coveralls for employees in the Wastewater Treatment Facility and Water Operations.

- c. All clothing/equipment purchased under Sections 11.6a and 11.6b above are the property of the City and shall not be taken off City property by employees except when performing work for the City.

Section 11.7 Use and Care of Protective Equipment

It is agreed that employees shall be prohibited from using protective equipment and tools furnished by the Employer for any purposes other than performance of duties for the Employer. Such equipment shall normally be stored on Employer's property or in other authorized locations where it will be readily available for use when required. It is further agreed that each employee to whom any of the foregoing equipment is issued will be required to exercise reasonable care in its use and guard it against unnecessary damage or loss.

Section 11.8 Responsibility for Safety

Both parties agree that safety is a joint responsibility of supervisors and employees. The primary function of a supervisor is to direct work in a safe manner at all times. The Employer shall make provisions for the safety of the employees during working hours and the Union will encourage employees to work in a safe manner and to observe all safety regulations.

Section 11.9 Anti-tetanus Vaccinations

Anti-tetanus vaccinations will be provided for any employees when such employees are required to work in areas contaminated with raw sewage.

Section 11.10 Safety Shoes

Employees shall be required to wear safety shoes as specified by the Director of Utilities. Effective July 1, 2016, the Employer shall pay one hundred percent (100%) of the cost, but not to exceed two hundred twenty-five dollars (\$225.00) per pair of safety shoes. The maximum number of safety shoes to be purchased by the City in any fiscal year shall be two (2) pairs per employee.

Section 11.11 Safety Glasses

For employees required to wear prescription safety glasses and/or prescription safety sunglasses, the Employer shall bear one hundred percent (100%) of the cost, not to exceed two hundred dollars (\$200.00) per year or four hundred dollars (\$400.00) every other year in accordance with the present system of purchase.

ARTICLE 12 - DISABILITY

Section 12.1 Supplemental Workers' Compensation Payments

- a. (1) For all employees hired on or before June 30, 1991, it is agreed that when an employee is injured while in the performance of his/her duties as an employee of the Employer, during his/her absence from work on account of such injuries, he/she shall continue to receive his/her normal forty (40) hours pay less Workers' Compensation until he/she has recovered from such injury or for a period of fifteen (15) months from date of injury, whichever is less, and is able to return to work.
- (2) For all employees hired on or after July 1, 1991, it is agreed that when an employee is injured while in the performance of his/her duties as an employee of the Employer, during his/her absence from work on account of such injuries, he/she shall continue to receive his/her normal forty (40) hours pay less

Workers' Compensation until he/she has recovered from such injury or for a period of twelve (12) months from date of injury, whichever is less, and is able to return to work.

- b. (1) In order to receive payment under Section 12.1(a) above, an employee shall submit written medical reports in a form acceptable to the City at least once a month to certify that he/she is disabled or injured. The requirement to submit said reports may be waived at the sole discretion of the Director of Utilities.
- (2) Failure to provide the requested medical reports specified in Section 12.1(b)(1) above, if required by the Director of Utilities, shall result in the employee not being paid.

Section 12.2 Alternate Job Assignment (Work Related Injury)

It is agreed that in the event that a regular employee becomes physically incapable of performing his/her regular duties on account of an injury sustained in the course of his/her employment but is able to work, then he/she shall be given a job assignment within his/her capacity and a special basic rate of pay shall be established as follows:

- a. For an employee with more than twenty-five (25) years of continuous service, there shall be no deduction of pay even though he/she is able to perform only duties of a lower job classification.
- b. For any employee with less than twenty-five (25) years of continuous service at the time of the assignment, the special basic rate will be determined by multiplying the difference between his/her basic rate immediately preceding reassignment and the maximum basic rate for the lower job classification to which he/she is reassigned by the product of four percent (4%) times his/her years of continuous service and adding the amount so obtained to the maximum basic rate of the lower rated job classification.

The Employer shall only be required to assign a disabled employee to available work, which can be provided by making reasonable accommodations in an existing job classification.

Section 12.3 Alternate Job Assignment (Non-Work Related Injury)

A regular employee having ten (10) or more years of continuous service and who is incapable of performing the duties of his/her job classification because of a disability or infirmity arising from natural causes, but is able to work, may be given a job assignment within his/her capacity and a special basic rate of pay shall be established as agreed to between the Employer and the Union, provided there is available work.

Section 12.4 Voluntary Demotions

Provided there is a vacancy and the Director of Utilities determines to fill said vacancy, an employee may request a demotion to a lower job classification for which he/she is qualified and shall be paid a rate of pay based on his/her qualifications and experience for the lower classification.

Section 12.5 Return to Work/Transitional Work Program

The City of Groton provides a Return to Work/Transitional Work Program that plays a key part in workers' compensation disability management. The Return to Work/Transitional Work Program is designed to return the injured employee to the workplace as soon as it is medically reasonable to do so. Examples of potential transitional work are identified in Appendix E.

ARTICLE 13 - TRAINING PROGRAM

Section 13.1 Employee Training

The Employer hereby agrees to install and promote a system of employee training designed to assist employees to qualify for positions of increasing difficulty and responsibility. In this connection, management shall encourage employees to further their education in line with the needs of the Department, suggest programs of supervisory training for employees with potential management skills; provide for necessary facilities to educate and keep the employees in the service of the Employer informed concerning activities and function of the various departments of the Employer; and counsel and advise employees at their request and encourage them as to the possibility of advancement in the service of the Employer, suggesting required additional training.

Section 13.2 Reimbursement for Educational Courses

All employees who successfully complete educational courses approved by the Employer shall be reimbursed for the amount expended by the employee in payment of tuition for such courses and the reimbursement for textbooks necessary for completion of the course up to two thousand five dollars (\$2,500) per semester, up to two (2) semesters per fiscal year, provided the employees attain a grade of "C" or better (grade point average of 2.0 or better) in said course.

To be entitled to reimbursement, employees must take courses for a letter grade if such option exists. If a course is offered pass/fail only, the employee will be reimbursed 100% of the amount expended if the employee receives a grade of pass.

Section 13.3 Payment for Training

Any employee who is pre-approved to participate in training outside of his/her normal scheduled hours of work shall be paid at his/her normal applicable overtime rate for any hours which exceed said normal scheduled hours of work. In addition, mileage will be paid to any employee who is required to use his/her own vehicle to participate in said training outside of Groton.

ARTICLE 14 - SUBCONTRACTING

Section 14.1 Use of Outside Contractors

It is agreed that the Utilities Department will not normally contract out work assigned to regular employees. The Utilities Department agrees to inform the Union when work is to be contracted out, providing a full explanation. It is understood that management's right to subcontract is in no way curtailed by furnishing the Union with information, nor is Union approval required to complete any subcontract.

ARTICLE 15 - WAGES

Section 15.1 Wage Adjustments

- a. Appendix A, attached hereto and made a part hereof, lists job classifications by sections covered by this Agreement. Appendix A shows the basic straight time hourly rates of pay applicable to each job classification for the duration of this Agreement. In addition, all position descriptions shall be modified to reflect the certifications indicated in Appendix A.

- b. Each bargaining unit member who is on the payroll as of the date this agreement is ratified, shall receive the wage increase provided for below:

| | |
|-----------------|---------------------------------------|
| 7/1/23: (retro) | \$4.50/hour increase to all positions |
| 7/1/24: | 2.5% GWI |
| 7/1/25: | 2.5% GWI |
| 7/1/26: | 3.0% GWI |
| 7/1/27: | 3.0% GWI |

Section 15.2 Direct Deposit

Effective July 1, 2015, the City shall retain discretion to pay employees through direct deposit.

Section 15.3 Bi-Weekly Pay

Upon the agreement of all other bargaining units to institute bi-weekly pay, the City shall have the right, with at least one hundred and twenty (120) days' notice, to implement bi-weekly pay. Prior to implementation, the City will meet with the Union to discuss the process for implementation and will offer a financial planning class to all bargaining unit members.

ARTICLE 16 - UNIFORMS

Section 16.1 Uniforms Supplied by Employer

- a. Uniforms shall be furnished to all employees. Including, but not limited to, each employee shall be provided with eleven (11) pairs of pants and twenty-two (22) shirts: eleven (11) long sleeve shirts and eleven (11) short sleeve shirts; one waist length insulated (medium weight) work jacket; one (1) pair non-insulated coveralls; one (1) pair insulated (medium weight) coveralls; two (2) baseball style caps; two (2) insulated winter hats.
- b. In addition to Section 16.1(a) above, all Wastewater Treatment Facility and Water Operations (Water Treatment/Water Distribution/Meter and Service/Water Laboratory) employees will be issued including but not limited to, two (2) High Visibility Reflective Striped tee shirts and one (1) High Visibility Reflective Striped baseball style cap prior to the commencement of the yearly Water Main Flushing/Hydrant Flushing program, two (2) sweatshirts (standard pullover/hooded pullover/hooded zippered) per year to be worn as an alternative to the uniform vendor supplied work shirt, five (5) long sleeve shirts in October and five (5) short sleeve tee shirts each April to be worn during the summer months when employees remove their shirts.

Section 16.2 Failure to Wear Uniform

Any employee who reports to work out of uniform will be subject to the following disciplinary procedure:

- a. First offense in any twelve (12) month period, said employee shall receive a verbal warning.
- b. Second offense in any twelve (12) month period, said employee shall be sent home without pay for the day and issued a written warning.
- c. Third offense in any twelve (12) month period, said employee shall be sent home without pay for the day, and, in addition, said employee shall be issued a written warning and suspended for a period of one (1) week

without compensation. Notwithstanding the foregoing, the Director of Utilities, or his/her designee, will personally review each case before any employee is suspended under Section 16.2(c) of this Article.

- d. Fourth offense in any twelve (12) month period, said employee shall be terminated. Notwithstanding the foregoing, the Director of Utilities, or his/her designee, will personally review each case before any employee is terminated under Section 16.2(d) of this Article.

ARTICLE 17 - INSURANCE

Section 17.1 Medical Plan

The City shall provide for each employee and enrolled dependent the following insurance, or comparable health insurance, as set forth in the City of Groton Plan (hereinafter “Plan”) (See Appendix G attached hereto).

The City may offer one and/or more alternate plans as an option to the primary plan described in subparagraph a, including, but not limited to, an HDHP/HSA. The City reserves the right to determine the terms, conditions, cost shares and all substantive aspects of any alternate, optional plan.

The City offers a PPO Plan as a primary plan (as currently provided) and a HDHP plan as an alternate plan with \$2,000/\$4,000 deductible with HSA. City will contribute 60% of deductible amount to the employee’s HSA effective July 1, 2020; 55% of the deductible amount effective July 1, 2021; and 50% effective July 1, 2022. City will pay its share in July.

Section 17.2 Dental Plan

The City shall provide dental benefits (without riders) in accordance with Appendix F or any other plan provided that the benefits are not less than those provided in Appendix F. The City shall pay eighty percent (80%) of the premium cost and employees shall pay twenty percent (20%) of the premium cost. However, employees who have outside dental coverage need not participate. Should the City offer any riders to the dental plan, employees in this bargaining unit shall have the option to participate at their own expense.

Section 17.3 Section 125 Plan

The City, in accordance with the applicable provisions of Section 125 of the Internal Revenue Code (hereinafter “Code”), as the same may be amended from time to time, and so long as legally permissible, shall allow members of the bargaining unit the opportunity to elect to participate in the City’s Premium Conversion Plan (hereinafter “Plan”) whereby eligible employees are permitted the option to pay for medical insurance coverage as required by this Agreement with a portion of their salary prior to federal income or social security taxes being withheld. Subject to the provisions of the Code and the Plan, the City shall deduct the employee’s share of said medical insurance coverage by a reduction in the base salary of the employee. The reduction in base salary shall be in addition to any reductions under other agreements or benefit programs maintained by the City or required by law.

Section 17.4 Life Insurance

- a. Employees who retire shall retain fifteen thousand dollars (\$15,000) in life insurance coverage.
- b. The Employer shall provide each employee with life insurance of one thousand dollars (\$1,000.00) for each one thousand dollars (\$1,000.00) of the employee’s annual salary rounded to the nearest one thousand dollars (\$1,000.00). The amount of life insurance shall be adjusted annually on July 1st.

Section 17.5 Medical Insurance Coverage Cost Share by Employees

The City is hereby authorized to deduct in advance said costs from the employee's salary as follows:

PPO Plan

Effective July 1, 2023, the City will be authorized to deduct from an employee's pay nineteen and one-half percent (19.5%) of the cost of medical and prescription insurance coverage. Effective as of July 1, 2024, the City will be authorized to deduct from an employee's pay twenty percent (20.0%) of the cost of medical and prescription insurance coverage. Effective as of July 1, 2025, the City will be authorized to deduct from an employee's pay twenty and one-half percent (20.5%) of the cost of medical and prescription insurance coverage. Effective as of July 1, 2026, the City will be authorized to deduct from an employee's pay twenty-one percent (21.0%) of the cost of medical and prescription insurance coverage. Effective as of July 1, 2027, the City will be authorized to deduct from an employee's pay twenty-two percent (22.0%) of the cost of medical and prescription insurance coverage. Any deduction from an employee's pay under this provision shall be based on a fifty-two (52) week payment of cost schedule.

Alternate HDHP Plan

For the alternate \$2000/\$4000 HDHP/HSA set forth in Section 17.1, effective July 1, 2023, employees will pay eleven and one-half percent (11.5%) of the cost of medical and prescription insurance coverage. Effective July 1, 2024, employees will pay twelve percent (12%) of the cost of medical and prescription insurance coverage. Effective July 1, 2025, employees will pay twelve and one-half percent (12.5%) of the cost of medical and prescription insurance coverage. Effective July 1, 2026, employees will pay thirteen percent (13.0%) of the cost of medical and prescription insurance coverage. Effective July 1, 2027, employees will pay fourteen percent (14.0%) of the cost of medical and prescription insurance coverage. The City shall contribute 50% of the deductible to the employee's HSA.

Any employee hired prior to January 20, 2008, will be provided with the following medical retiree benefit options: The Employer shall contribute for the then existing City of Groton Plans (hereinafter "Plans") for then current bargaining unit members, the same percent cost share as that being contributed for then current bargaining unit employees, individual and spousal coverage only, or comparable insurance then in effect, for an employee who retires at age sixty (60) or later under the normal retirement provision of the pension plan, up to the date said employee reaches the age of sixty-five (65) or Medicare age eligibility whichever comes later. City will continue to fund its portion of the deductible into retiree's HSA/HRA until age 65 or Medicare eligibility, whichever comes first, in the same amount paid to current bargaining unit members. Spousal coverage under this provision shall be limited to the employee's spouse on the date of his/her retirement. Spousal coverage will be discontinued upon death of the retiree or the dissolution of the marriage between the retiree and said spouse. Further, if said spouse is covered by another medical insurance policy, there shall be no coverage for the spouse under this Agreement. Each retiree shall be required to pay the same percentage cost share as then current bargaining unit employees of the cost of the medical and prescription insurance provided under this provision. It is mutually agreed that such amount shall be deducted periodically, in advance, from the retiree's pension payments, or the retiree shall be required to make the aforesaid payments, in advance, to the City. Failure of the retiree to make required payments shall relieve the City of any further obligation to provide coverage under this provision.

Any employee hired after January 20, 2008 who retires under the normal retirement pension plan provisions from the City shall be permitted at his/her own expense to purchase health insurance through the City, provided the City is able to obtain such insurance. Further, payment to the City for said insurance must be made by the retiree

in advance, as determined by the City. Failure to make such payment shall result in the City terminating said retiree's insurance coverage.

Section 17.6 Waiver of Coverage

- a. Notwithstanding the above, employees may voluntarily elect to waive, in writing, all medical insurance coverage outlined in this Agreement and, in lieu thereof, shall receive an annual payment of three thousand (\$3,000.00) dollars. Payment to those employees waiving coverage shall be made in equal payments in October and March. Proof of change in insurance status may be required by the Department Head. Any payments under this Section shall not be regarded as compensation for wage, overtime, or pension calculation purposes. This provision shall not pertain to employees whose spouse/children are covered by medical insurance provided by the Department or the City of Groton.
- b. Where a change in an employee's status prompts the employee to resume City provided insurance coverage, the written waiver may, upon written notice to the City be revoked. Upon receipt of revocation of the waiver, insurance coverage shall be reinstated as soon as possible; subject, however, to any regulations or restrictions, including waiting periods, which may then be prescribed by the appropriate insurance carriers. Depending upon the effective date of such reinstated coverage, appropriate financial adjustments shall be made between the employee and the City to ensure that the employee has been compensated, but not overcompensated, for any waiver elected in this Section.
- c. Notice of intention to waive insurance coverage must be sent to the Human Resources Department not later than October 1st, to be effective on January 1st of each contract year. The election to waive coverage shall only be approved after the employee has provided the Human Resources Department with proof of alternative insurance coverage.
- d. Waiver of coverage procedures outlined herein must be acceptable to the applicable insurance carrier.
- e. Notice of intention to waive insurance coverage must be sent to the Human Resources Department in writing not later than October 1st to be effective January 1st of each year. The election to waive coverage shall only be approved after the employee has provided the City with proof of alternative insurance coverage. A waiver of insurance letter with proof of medical insurance will be provided to the Human Resources Department for processing. The original letter will be placed in the employee's personnel file with a copy to the Finance Department. Waiver of coverage procedures must be acceptable to the applicable insurance carrier. This provision shall not pertain to employees whose spouse/parent/relative are covered by medical insurance provided by the City of Groton. If an employee is covered under another City of Groton health insurance, they are ineligible for the waiver of coverage.

ARTICLE 18 - PENSION/RETIREMENT BENEFITS

Section 18.1 Retirement Plan

Employees who are participating members of the "Retirement Plan for Full-Time Regular Employees of the City of Groton, Connecticut" will continue to retire in accordance with the provisions of this Plan, as amended and restated in Appendix H, attached hereto and made a part hereof. There shall be no negotiations regarding the Pension Plan until June 30, 2014.

ARTICLE 19 - MISCELLANEOUS

Section 19.1 **Emergency Procedures**

The Employer shall provide a written emergency procedure for all shops, including weather and other disasters. These procedures shall be drilled annually. A copy of the procedures shall be given to all employees.

Section 19.2 **Memoranda of Understanding**

All memoranda of understanding hereafter entered into by the duly authorized representative of the Employer and of the Union shall be in writing and form a part of this Agreement as though fully set forth herein.

Section 19.3 **Work Rules**

The undersigned parties understand and agree that the work rules in effect are those published by the City in 2012, as may be amended from time to time.

ARTICLE 20 - SUBSTANCE ABUSE POLICY

Section 20.1 **Purpose**

The purpose of this policy:

- a. To establish and maintain a safe, healthy, working environment for all employees and to protect the public;
- b. To ensure the reputation of the Department of Utilities and its employees as good, responsible citizens worthy of public trust;
- c. To reduce the incidents of accidental injury to person or property;
- d. To reduce absenteeism, tardiness and indifferent job performance; and
- e. To provide assistance toward rehabilitation for any employee who seeks the Department of Utilities' help in overcoming any addiction to, dependence upon or problem with alcohol or drugs.

Section 20.2 **Definitions**

- a. Alcohol or Alcoholic Beverages - means any beverage that has an alcoholic content.
- b. Drug - means any substance (other than alcohol) capable of altering the mood, perception, pain level or judgment of the individual consuming it.
- c. Prescribed Drug - means any substance prescribed for the individual consuming it by a licensed medical practitioner.
- d. Illegal Drug - means any drug, chemical or controlled substance, the sale or consumption of which is illegal.
- e. Supervisor - means the employee's immediate superior in the chain of command, or the Director of Utilities, or their designee.

- f. Employee Assistance Program - means Employee Assistance Program (“EAP”) provided by the City of Groton or any agency/entity the City has contracted with to provide said Program.

Section 20.3 Employee Assistance Program

- a. Any employee who feels that he/she has developed an addiction to, dependence upon or problem with alcohol or drugs, legal or illegal, is encouraged to seek assistance. Entrance into or use of the EAP can occur by self-referral, voluntary referral by the Supervisor (and/or his or her designee) and/or Human Resources; and/or mandatory referral by the Director of Utilities (and/or his or her designee) and/or Human Resources.
- b. Request for or required participation in the EAP through “recommendation” or “Supervisor/Director referral” will be treated as confidential. “Self-referral” confidentiality will be maintained between the individual seeking help and employee assistance personnel.
- c. Employee progress will be monitored by the Director of Utilities or his/her designee and Human Resources.
- d. Rehabilitation itself is the responsibility of the employee. For employees enrolled in a formal treatment program, and consistent with the City’s FMLA policy, employees are required to utilize accumulated sick leave first, then vacation and other accumulated leave for inpatient and/or outpatient care. An employee may request an extension of sick leave, following exhaustion of other leave, for rehabilitation purposes, however, the failure of the City to grant said extension shall not be a grievable matter by the member or the Union. Said extension shall be limited to the remainder of period of time for leave otherwise allowed under the Family and Medical Leave Act (i.e., a total of twelve weeks in a twelve month period).
- e. To be eligible for continuation of rehabilitation pay in accordance with Section 20.3(d) above, the employee must have been employed at least one (1) year; must maintain at least weekly contact with the Director of Utilities or his/her designee; and must provide certification that he/she is continuously enrolled in a treatment program and actively participating in that program.

Section 20.4 Alcoholic Beverages

- a. No alcoholic beverages will be brought to work or consumed while on duty. The Department of Utilities may invoke appropriate disciplinary action for any violations.
- b. Drinking or being under the influence of alcoholic beverages while on duty is cause for suspension or termination.
- c. Any employee whose off-duty use of alcohol results in any violation of the Collective Bargaining Agreement between the City and the Union, or the Rules and Regulations of the Department of Utilities and/or the City of Groton, including, but not limited to, excessive absenteeism or tardiness, accidents or inability to perform any essential duties required by said member in a satisfactory manner, may be referred to the EAP for rehabilitation in lieu of disciplinary action being taken. In the event the employee refuses or fails rehabilitation, disciplinary action for the violation committed may be imposed, including suspension or termination.

Section 20.5 Prescription Drugs

- a. No prescription drug shall be brought upon Department premises by any person other than the person for whom the drug is prescribed by a licensed medical practitioner, and shall be used only in the manner, combination and quantity prescribed.
- b. Any employee whose use of prescription drugs results in any violation of the Collective Bargaining Agreement between the City and the Union, or the Rules and Regulations of the Department of Utilities and/or the City of Groton, including, but not limited to, excessive absenteeism or tardiness, accidents or inability to perform any essential duties required by said member in a satisfactory manner, may be referred to the EAP for rehabilitation in lieu of disciplinary action being taken. In the event the employee refuses or fails rehabilitation, disciplinary action for the violation committed may be imposed, including suspension or termination.

Section 20.6 Illegal Drugs

- a. The use of an illegal drug or controlled substance or the possession of them may be cause for suspension or termination.
- b. The sale, trade or delivery of illegal drugs or controlled substances by an employee, on or off duty, to another person may be cause for suspension and/or termination, and/or for referral to law enforcement authorities.
- c. The “occasional,” “recreational” or “off-duty” use of illegal drugs will not be excused.

Section 20.7 Procedures

The procedures of the City of Groton Department of Utilities in regards to an employee using, possessing or under the influence of alcohol, drugs, or controlled substances, while on duty are as follows:

- a. Employees shall report to their places of assignment fit and able to perform their required duties and shall not by any improper act render them unfit for duty.

STEP 1: Supervisors who have reasonable suspicion to believe that an employee is under the influence of alcohol, drugs or controlled substances while on duty shall immediately relieve said employee from duty. Said employees shall remain on the premises for the purposes of complying with Step 3 below.

STEP 2: The Supervisor, or his designee, shall immediately notify the Director of Utilities or his/her designee.

STEP 3: Both the Supervisor and the Director of Utilities, or their designee, will interview the employee for the purpose of determining whether the employee is under the influence of alcohol, drugs, or controlled substances, if they both believe, based on reasonable suspicion, that the employee is under the influence of alcohol, drugs, or controlled substances which adversely affects or could adversely affect such employee’s job performance then said employee shall be taken to the Department of Utilities’ designated hospital or testing facility, for the purpose of performing a urinalysis test.

STEP 4: The decision to relieve the employee from duty shall be documented as soon as possible. Both the Supervisor and the Director of Utilities, or their designee, should document reasons and observations, such

as, but not limited to, glazed eyes, smell of alcohol, slurred speech, wobbly walk, change in attitude, aggressiveness, passed out, change in normal appearance, etc.

STEP 5: If the employee is willing to sign the appropriate release form, the hospital or testing facility will perform a urinalysis.

- (1) It shall be made clear to the employee before he/she signs the release form that the results will be made available to the Director of Utilities, or their designee, and may be used in disciplinary proceedings against the employee.
- (2) If the tests are not given and the results not provided, due to the failure of the employee to fully comply and/or fully cooperate, the employee will be considered by the City to be in violation of this Collective Bargaining Agreement between the City and the Union, and/or the Department of Utilities' Rules and Regulations, and/or the Rules and Regulations of the City of Groton. The employee will be relieved of duty and removed from the payroll.

STEP 6: When an urinalysis test is administered the employee will be placed on limited duty or leave with pay until results are available.

- (1) When test results are positive the employee will be relieved of duty and may be referred to the Employee Assistance Program in lieu of disciplinary action being taken. Such determination shall be solely within the discretion of the Director of Utilities or his/her designee.
- (2) The Director of Utilities, or his/her designee, shall make the final determination whether the employee returns to active status or remains off duty regardless of test outcome.
- (3) Rejection of treatment or failure to complete the program will be cause for suspension or termination.
- (4) Upon successful completion of treatment, the employee will be returned to active status without reduction of pay, grade or seniority in consideration of any applicable state and/or federal laws including, for example, the Family and Medical Leave Act and its corresponding length of leave.

b. Any employee operating and/or utilizing a Department of Utilities apparatus involved in an accident may be tested for drugs and alcohol.

c. Any Supervisor who has reasonable suspicion that an employee is under the influence of alcohol, drugs or controlled substances which adversely affects or could adversely affect such employee's job performance and does not relieve said employee shall be subject to disciplinary action.

Section 20.8 Drug Testing of Applicants

It is mutually understood and agreed by the parties that the City shall have the absolute right to engage in alcohol and drug testing of applicants for employment with the Department of Utilities in accordance with applicable law including General Statutes §31-51v. The City shall have no obligation to hire any applicant who fails said alcohol or drug testing.

Section 20.9 Miscellaneous

- a. While the Union and the City agree to a Substance Abuse Policy, the Union shall be held harmless for any violation of any of the employees' legal rights that may be violated by the City out of and arising from the administration of this policy.
- b. The failure of the City to exercise any right under this Article in a particular way shall not be deemed as a waiver of such right or preclude the City from exercising the same in some other way not in conflict with the provisions of this Article.
- c. This policy is to be read in conjunction with the City of Groton Drug and Alcohol Policy. In the event that any provision in this policy is in conflict with the City of Groton Drug and Alcohol Policy, the terms of this policy shall control. In the event that any provision in this policy is less stringent and/or conflicts with any testing requirements under state and/or federal law (e.g., CDL), state and/or federal law requirements shall control.

NOTE: The City's current "reasonable suspicion" analysis documents will be distributed for reference.

ARTICLE 21 - LABOR MANAGEMENT COUNCIL

Section 21.1 Continuation of Labor Management Council

It is agreed that there shall be established or continued in effect a Labor Management Council composed to the business agent and representatives of the Union and of management selected as hereinafter set forth.

Section 21.2 Management Members

The Employer or management members of the Labor Management Council shall consist of three (3) representatives designated by management; the Director of Utilities or the Manager shall be a member ex-officio of the Council.

Section 21.3 Union Members

The members of the Union shall choose three (3) representatives for the Labor Management Council, of which not more than one (1) shall be from any of the Sections as defined in Section 9.5.

In addition to the above three (3) representatives, the Unit Chairperson of the Union shall be a member ex-officio of the Council.

Section 21.4. Officers/Meetings

The Labor Management Council shall elect its own Chairperson and Secretary and shall hold monthly meetings as determined by the Council with authority in its Chairperson to call special meetings at his discretion and also whenever required in writing by any three (3) members of the Labor Management Council.

Section 21.5 Term of Office

All members of the Labor Management Council shall serve for a term of one (1) year after designation and until successors are duly chosen.

Section 21.6 Purpose of Labor Management Council

The entire Labor Management Council shall compose a policy discussion group in relation to all activities, programs and plans, which are pertinent to wages, rates of pay, hours of work and all other conditions of employment.

ARTICLE 22 - DURATION

Section 22.1 Effective Date/Term of Agreement

Unless otherwise specified herein, all provisions of this Agreement shall become effective as of the date of execution by the parties, or as soon thereafter as practicable. This Agreement shall remain in full force and effect up to and including June 30, 2028 and shall continue in effect from year to year thereafter.

- 1) Any notification sent to an employee now retired or their survivor of an alteration or change of effect to any benefit earned by the retiree during their employment shall also be sent to the Unit Chairman, Head Griever, and Recording Secretary of USW 9411-00. The notification to the Unit Chairman, Head Griever, and Recording Secretary of USW 9411-00 shall be sent at the same time as the notice to the employee now retired or their survivor. The above mentioned notice of alteration or change of effect to any benefit earned shall be without recourse to the grievance and arbitration provisions of this Agreement.

Section 22.2 Reopening of Negotiations

If a party desires to amend this Agreement, it must do so in writing not more than one hundred fifty (150) days or not less than one hundred twenty (120) days prior to any termination date or anniversary date hereof.

Section 22.3

The parties agree that the above Articles and Appendices constitute the full and complete agreement between them and supersedes all prior practices for the parties, and subject to the provisions of Section 19.2.

CONTRACT SIGNATURE PAGE

IN WITNESS WHEREOF, the parties by their duly authorized representative, hereto affix their signatures as of this 26th day of October, 2023.

UNITED STEELWORKERS,
AFL-CIO-CLC

FOR THE COMPANY
CITY OF GROTON

David McCall,
President



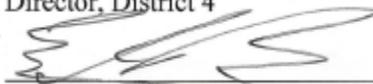
Keith Hedrick
Mayor

John E. Shinn,
International Secretary-Treasurer

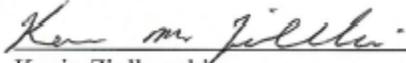
Vice President, Administration

Kevin Mapp,
Vice President, Human Affairs

David M. Wasiura,
Director, District 4



Abdellatif El Berehoun
Staff Representative



Kevin Ziolkovski
Unit President, LU 9411-00





APPENDIX A - RATE SCHEDULES AND REQUIRED CERTIFICATIONS

| CHIEF PLANT OPERATORS - Wastewater Treatment Facility and WTP | | | | | | | |
|---|-----------|---------|----------|----------|----------|----------|----------|
| CLASSIFICATION | REVIEW | CURRENT | \$4.50 | 2.50% | 2.50% | 3.00% | 3.00% |
| | PERIOD | RATE | 7/1/2023 | 7/1/2024 | 7/1/2025 | 7/1/2026 | 7/1/2027 |
| CHIEF PLANT OPERATOR - Wastewater Treatment Facility AND WATER TREATMENT PLANT | | | | | | | |
| Class IV | Top Step | \$49.10 | \$53.60 | \$54.94 | \$56.31 | \$58.00 | \$59.74 |
| Class IV | 12 months | \$47.68 | \$52.18 | \$53.48 | \$54.82 | \$56.46 | \$58.16 |
| Class IV | Start | \$46.30 | \$50.80 | \$52.07 | \$53.37 | \$54.97 | \$56.62 |
| <i>Class refers to CTDEEP/CTDPH Certification based upon examination</i> | | | | | | | |

| EQUIPMENT OPERATORS | | | | | | | |
|---|-----------|---------|----------|----------|----------|----------|----------|
| CLASSIFICATION | REVIEW | CURRENT | \$4.50 | 2.50% | 2.50% | 3.00% | 3.00% |
| | PERIOD | RATE | 7/1/2023 | 7/1/2024 | 7/1/2025 | 7/1/2026 | 7/1/2027 |
| Equipment Operators | | | | | | | |
| Class II | Top Step | \$39.67 | \$44.17 | \$45.28 | \$46.41 | \$47.80 | \$49.24 |
| Class II | 24 months | \$38.62 | \$43.12 | \$44.19 | \$45.30 | \$46.66 | \$48.06 |
| Class II | 12 months | \$37.05 | \$41.55 | \$42.59 | \$43.66 | \$44.97 | \$46.31 |
| Class II | Start | \$36.09 | \$40.59 | \$41.61 | \$42.65 | \$43.93 | \$45.25 |
| <i>Class refers to CTDPH Certification based upon examination</i> | | | | | | | |

| METER AND SERVICE TECHNICIANS | | | | | | | |
|---|-----------|---------|----------|----------|----------|----------|----------|
| CLASSIFICATION | REVIEW | CURRENT | \$4.50 | 2.50% | 2.50% | 3.00% | 3.00% |
| | PERIOD | RATE | 7/1/2023 | 7/1/2024 | 7/1/2025 | 7/1/2026 | 7/1/2027 |
| Meter and Service Technician Leader | | | | | | | |
| Class III | Top Step | \$42.10 | \$46.60 | \$47.76 | \$48.95 | \$50.42 | \$51.94 |
| Class II | 12 months | \$40.94 | \$45.44 | \$46.57 | \$47.74 | \$49.17 | \$50.65 |
| Class II | Start | \$40.22 | \$44.72 | \$45.84 | \$46.99 | \$48.40 | \$49.85 |
| Meter and Service Technician Level II | | | | | | | |
| Class II | 48 months | \$39.08 | \$43.58 | \$44.67 | \$45.78 | \$47.16 | \$48.57 |
| Class II | 36 months | \$38.62 | \$43.12 | \$44.19 | \$45.30 | \$46.66 | \$48.06 |
| Class II | 24 months | \$36.85 | \$41.35 | \$42.39 | \$43.45 | \$44.75 | \$46.09 |
| Class II | 12 months | \$35.49 | \$39.99 | \$40.99 | \$42.01 | \$43.27 | \$44.57 |
| Class I | Start | \$34.76 | \$39.26 | \$40.24 | \$41.25 | \$42.49 | \$43.76 |
| Meter and Service Technician Level I | | | | | | | |
| Class I | 24 months | \$32.09 | \$36.59 | \$37.50 | \$38.44 | \$39.59 | \$40.78 |
| | 12 months | \$28.61 | \$33.11 | \$33.93 | \$34.78 | \$35.83 | \$36.90 |
| | Start | \$25.15 | \$29.65 | \$30.39 | \$31.15 | \$32.08 | \$33.05 |
| <i>Class refers to CT DPH Water Distribution Class Defined by Examination/Certification</i> | | | | | | | |
| <i>Level II also requires Cross Connection & Backflow Certification at 12 months</i> | | | | | | | |
| <i>Level I requires CDL within 18 months</i> | | | | | | | |
| <i>Level II requires Class B CDL</i> | | | | | | | |
| <i>Class III for Leader Recommended not Required</i> | | | | | | | |

| WASTEWATER TREATMENT FACILITY OPERATIONS | | | | | | | |
|--|-----------|---------|----------|----------|----------|----------|----------|
| CLASSIFICATION | REVIEW | CURRENT | \$4.50 | 2.50% | 2.50% | 3.00% | 3.00% |
| | PERIOD | RATE | 7/1/2023 | 7/1/2024 | 7/1/2025 | 7/1/2026 | 7/1/2027 |
| Wastewater Treatment Facility Leader Operator | | | | | | | |
| Class IV | Top Step | \$42.10 | \$46.60 | \$47.76 | \$48.95 | \$50.42 | \$51.94 |
| Class III | 24 months | \$40.94 | \$45.44 | \$46.57 | \$47.74 | \$49.17 | \$50.65 |
| Class III | 12 months | \$40.22 | \$44.72 | \$45.84 | \$46.99 | \$48.40 | \$49.85 |
| Wastewater Treatment Facility Level II | | | | | | | |
| Class III | 48 months | \$39.08 | \$43.58 | \$44.67 | \$45.78 | \$47.16 | \$48.57 |
| Class II | 36 months | \$38.62 | \$43.12 | \$44.19 | \$45.30 | \$46.66 | \$48.06 |
| Class II | 24 months | \$36.85 | \$41.35 | \$42.39 | \$43.45 | \$44.75 | \$46.09 |
| Class II | 12 months | \$35.49 | \$39.99 | \$40.99 | \$42.01 | \$43.27 | \$44.57 |
| Class II | Start | \$34.76 | \$39.26 | \$40.24 | \$41.25 | \$42.49 | \$43.76 |
| Wastewater Treatment Facility Level I Operator | | | | | | | |
| Class I | 24 months | \$32.09 | \$36.59 | \$37.50 | \$38.44 | \$39.59 | \$40.78 |
| | 12 months | \$28.61 | \$33.11 | \$33.93 | \$34.78 | \$35.83 | \$36.90 |
| | Start | \$25.15 | \$29.65 | \$30.39 | \$31.15 | \$32.08 | \$33.05 |
| <i>Class refers to CT DEEP Wastewater Treatment Class Defined by Examination/Certification</i> | | | | | | | |

| WASTEWATER TREATMENT FACILITY LABORATORY TECHNICIAN | | | | | | | |
|--|-----------|---------|----------|----------|----------|----------|----------|
| CLASSIFICATION | REVIEW | CURRENT | \$4.50 | 2.50% | 2.50% | 3.00% | 3.00% |
| | PERIOD | RATE | 7/1/2023 | 7/1/2024 | 7/1/2025 | 7/1/2026 | 7/1/2027 |
| Wastewater Treatment Facility Laboratory Technician | | | | | | | |
| Class IV | Top Step | \$46.30 | \$50.80 | \$52.07 | \$53.37 | \$54.97 | \$56.62 |
| Class III | 24 months | \$43.94 | \$48.44 | \$49.66 | \$50.90 | \$52.42 | \$54.00 |
| Class III | 12 months | \$42.06 | \$46.56 | \$47.73 | \$48.92 | \$50.39 | \$51.90 |
| Class III | Start | \$40.94 | \$45.44 | \$46.57 | \$47.74 | \$49.17 | \$50.65 |
| <i>Class IV Laboratory Technician recommended not required</i> | | | | | | | |
| <i>Class refers to CDTDEEP Classification based upon examination</i> | | | | | | | |

| WATERSHED PATROL AND SURVEILLANCE | | | | | | | |
|--|-----------|----------|----------|----------|----------|----------|----------|
| CLASSIFICATION | REVIEW | CURRENT | \$4.50 | 2.50% | 2.50% | 3.00% | 3.00% |
| | PERIOD | RATE | 7/1/2023 | 7/1/2024 | 7/1/2025 | 7/1/2026 | 7/1/2027 |
| Watershed Patrol and Surveillance Level III | | | | | | | |
| | Top Step | \$39.06 | \$43.56 | \$44.64 | \$45.76 | \$47.13 | \$48.55 |
| | 24 months | \$38.16 | \$42.66 | \$43.73 | \$44.82 | \$46.17 | \$47.55 |
| | 12 months | \$36.99 | \$41.49 | \$42.52 | \$43.59 | \$44.89 | \$46.24 |
| | Start | \$35.24 | \$39.74 | \$40.73 | \$41.75 | \$43.00 | \$44.29 |
| Watershed Patrol and Surveillance Level II | | | | | | | |
| | 24 months | \$ 33.66 | \$38.16 | \$39.11 | \$40.09 | \$41.30 | \$42.53 |
| | 12 months | \$ 32.09 | \$36.59 | \$37.50 | \$38.44 | \$39.59 | \$40.78 |

| | | | | | | | |
|--|-------|----------|---------|---------|---------|---------|---------|
| | Start | \$ 28.61 | \$33.11 | \$33.93 | \$34.78 | \$35.83 | \$36.90 |
| Watershed Patrol and Surveillance Level I | | | | | | | |
| | Start | \$25.15 | \$29.65 | \$30.39 | \$31.15 | \$32.08 | \$33.05 |

| WATER DISTRIBUTION OPERATORS | | | | | | | |
|--|---------------|----------------|-----------------|-----------------|-----------------|-----------------|-----------------|
| CLASSIFICATION | REVIEW | CURRENT | \$4.50 | 2.50% | 2.50% | 3.00% | 3.00% |
| | PERIOD | RATE | 7/1/2023 | 7/1/2024 | 7/1/2025 | 7/1/2026 | 7/1/2027 |
| Water Distribution Leader | | | | | | | |
| Class III | Top Step | \$42.10 | \$46.60 | \$47.76 | \$48.95 | \$50.42 | \$51.94 |
| Class III | 12 months | \$40.94 | \$45.44 | \$46.57 | \$47.74 | \$49.17 | \$50.65 |
| Class III | Start | \$40.22 | \$44.72 | \$45.84 | \$46.99 | \$48.40 | \$49.85 |
| Water Distribution Level II Operator | | | | | | | |
| Class II | 48 months | \$39.08 | \$43.58 | \$44.67 | \$45.78 | \$47.16 | \$48.57 |
| Class II | 36 months | \$38.62 | \$43.12 | \$44.19 | \$45.30 | \$46.66 | \$48.06 |
| Class II | 24 months | \$36.85 | \$41.35 | \$42.39 | \$43.45 | \$44.75 | \$46.09 |
| Class II | 12 months | \$35.49 | \$39.99 | \$40.99 | \$42.01 | \$43.27 | \$44.57 |
| Class I | Start | \$34.76 | \$39.26 | \$40.24 | \$41.25 | \$42.49 | \$43.76 |
| Water Distribution Level I Operator | | | | | | | |
| Class I | 24 months | \$32.09 | \$36.59 | \$37.50 | \$38.44 | \$39.59 | \$40.78 |
| | 12 months | \$28.61 | \$33.11 | \$33.93 | \$34.78 | \$35.83 | \$36.90 |
| | Start | \$25.15 | \$29.65 | \$30.39 | \$31.15 | \$32.08 | \$33.05 |
| <p><i>Class refers to CT DPH Water Distribution Class Defined by Examination/Certification</i> <i>Recommend NEWEA Sewer Collection Certification Class I through Class IV, with IV</i> <i>corresponding to Leader Operator</i> <i>Class III for Leader recommended not required</i> <i>Level I requires CDL within 18 months</i> <i>Level II requires Class B CDL</i></p> | | | | | | | |

| WATER TREATMENT PLANT OPERATORS | | | | | | | |
|--|---------------|----------------|-----------------|-----------------|-----------------|-----------------|-----------------|
| CLASSIFICATION | REVIEW | CURRENT | \$ 4.50 | 2.50% | 2.50% | 3.00% | 3.00% |
| | PERIOD | RATE | 7/1/2023 | 7/1/2024 | 7/1/2025 | 7/1/2026 | 7/1/2027 |
| Water Treatment Plant Leader Operator¹ | | | | | | | |
| Class IV | Top Step | \$42.10 | \$46.60 | \$47.76 | \$48.95 | \$50.42 | \$51.94 |
| Class IV | 12months | \$40.94 | \$45.44 | \$46.57 | \$47.74 | \$49.17 | \$50.65 |
| Class III | Start | \$40.22 | \$44.72 | \$45.84 | \$46.99 | \$48.40 | \$49.85 |
| Water Treatment Plant Level II Operator² | | | | | | | |
| Class III | 48 months | \$39.08 | \$43.58 | \$44.67 | \$45.79 | \$47.16 | \$48.58 |
| Class III | 36 months | \$38.62 | \$43.12 | \$44.19 | \$45.30 | \$46.66 | \$48.06 |
| Class III | 24 months | \$36.85 | \$41.35 | \$42.39 | \$43.45 | \$44.75 | \$46.09 |
| Class III | 12 months | \$35.49 | \$39.99 | \$40.99 | \$42.01 | \$43.27 | \$44.57 |
| Class II | Start | \$34.76 | \$39.26 | \$40.24 | \$41.25 | \$42.49 | \$43.76 |
| Water Treatment Plant Level I Operator³ | | | | | | | |
| Class II | 24 months | \$32.09 | \$36.59 | \$37.50 | \$38.44 | \$39.59 | \$40.78 |
| | 12 months | \$28.61 | \$33.11 | \$33.93 | \$34.78 | \$35.83 | \$36.90 |

| | | | | | | | |
|--|-------|---------|---------|---------|---------|---------|---------|
| | Start | \$25.15 | \$29.65 | \$30.39 | \$31.15 | \$32.08 | \$33.05 |
|--|-------|---------|---------|---------|---------|---------|---------|

¹Required: DPH Water Treatment Class IV; DPH Water Distribution Class II

²Required: DPH Water Distribution Class II; DPH Water Treatment Class III

³Required: DPH Water Distribution Class I; DPH Water Treatment Class II at 24 months
Class refers to CT DPH Water Treatment Examinations/Certification

NOTE: Different Levels require different Water Distribution Certification defined by state exams

| WATER TREATMENT PLANT LABORATORY TECHNICIANS | | | | | | | |
|---|---------------|--------------|---------------------|-------------------|-------------------|-------------------|-------------------|
| CLASSIFICATION | REVIEW PERIOD | CURRENT RATE | \$ 4.50 7/1/2023 | 2.50% 7/1/2024 | 2.50% 7/1/2025 | 3.00% 7/1/2026 | 3.00% 7/1/2027 |
| Water Treatment Plant Laboratory Lead | | | | | | | |
| New Position | 24 months | \$46.30 | \$50.80 | \$52.07 | \$53.37 | \$54.97 | \$56.62 |
| | 12 months | \$43.94 | \$48.44 | \$49.66 | \$50.90 | \$52.42 | \$54.00 |
| | Start | \$42.06 | \$46.56 | \$47.73 | \$48.92 | \$50.39 | \$51.90 |
| | | | | | | | |
| Water Treatment Plant Laboratory Technicians | | | | | | | |
| | Top Step | \$40.86 | \$45.36 | \$46.50 | \$47.66 | \$49.09 | \$50.56 |
| | 72 months | \$38.86 | \$43.36 | \$44.44 | \$45.55 | \$46.92 | \$48.33 |
| | 60 months | \$37.42 | \$41.92 | \$42.96 | \$44.04 | \$45.36 | \$46.72 |
| | 48 months | \$35.49 | \$39.99 | \$40.99 | \$42.01 | \$43.27 | \$44.57 |
| | 36 months | \$34.76 | \$39.26 | \$40.24 | \$41.25 | \$42.49 | \$43.76 |
| | 24 months | \$32.09 | \$36.59 | \$37.50 | \$38.44 | \$39.59 | \$40.78 |
| | 12 months | \$28.61 | \$33.11 | \$33.93 | \$34.78 | \$35.83 | \$36.90 |
| | Start | \$25.15 | \$29.65 | \$30.39 | \$31.15 | \$32.08 | \$33.05 |

Updated 8/25/23

Updated WTP Lab Lead 12 11 23

**APPENDIX B
POSITION DESCRIPTIONS**

Position Title: Chief Plant Operator, Pollution Abatement Facility
Department: Utilities
Section: Pollution Abatement Facility
Reports to: Manager, Water Division/ Wastewater Treatment Facility
Union: United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union
FLSA Status: Non-Exempt
Approved By: Local 9411-00/Mayor and Council
Approval Date: Upon execution of contract

SUMMARY

The Chief Plant Operator, Pollution Abatement Facility, under the direct supervision of the Operations Manager or designee, supervises the operation and maintenance of the Pollution Abatement Facility including lift stations.

ESSENTIAL DUTIES AND RESPONSIBILITIES

1. Performs work according to applicable Federal and State safety regulations as well as Groton Utilities Safety Manual and maintains conformance with regulatory and permit requirements.
2. Provides for the accurate treatment of the Pollution Abatement Facility and ensures accurate testing and related record keeping.
3. Ensures the Pollution Abatement Facility is properly staffed with trained employees.
4. Ensures that the Pollution Abatement Facility is properly maintained and that complete and accurate operating records are kept.
5. Oversees the daily routine laboratory tests and all other required water quality analyses in order to conform to the National Pollutant Discharge Elimination System (NPDES) permit operating standards.
6. Communicates with Lab Technician and Water Laboratory Manager as required.
7. Conducts basic analysis.
8. Maintains adequate supply of chemicals.
9. Counsels with design engineers and contractors on various matters affecting the Pollution Abatement Facility and operations and compliance.
10. Ensures compliance with all regulatory and permit requirements.

11. Provides input to the Water Pollution Control Authority budget.
12. Ensures that emergency equipment, materials and procedures are in place to handle such emergencies as oil spills, sewer spills, by-pass and treatment and equipment failures.
13. Attends monthly WPCA meetings to provide technical information as required.
14. Attends monthly Regional Task Force meetings.
15. Coordinates after-hours calls related to wastewater system.
16. Responsible for grinder pump operations, repairs and emergency operations.
17. Maintains favorable public relations with City residents, teachers, student, visiting operators and others by arranging educational tour of the Pollution Abatement Facility.
18. Performs all other duties of lower classification and all other duties as may be assigned by the Operations Manager or designee.

SUPERVISORY RESPONSIBILITIES

Supervises the employees of the Pollution Abatement Facility and makes recommendations to the Operations Manager or designee.

Supervises the operation and maintenance of all Pollution Abatement Facility machinery and equipment including lift stations.

QUALIFICATIONS

An individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. Ability to interact with Department Heads, Managers and Supervisors.

Efficient work habits and accuracy required.

Must demonstrate ability to direct work crews.

Computer proficiency including but not limited to spreadsheets and SCADA systems.

Required: State of Connecticut, Department of Energy and Environmental Protection (DEEP) Wastewater Treatment Plant Class IV operator's license or acquire within two (2) years.

* Must possess and maintain a valid driver's license and be able to safely operate a vehicle.

EDUCATION AND/OR EXPERIENCE

Associates degree from an accredited college or university in environmental science or equivalent course work and/or experience.

A minimum of 7 (seven) years of acceptable operation of a Class IV or higher Treatment Plant Operator as required by the Connecticut Department of Environmental Protection, 2 years which must have been spent in a position of significant responsibility.

MATHEMATICAL SKILLS

Ability to work with and apply mathematical concepts.

LANGUAGE SKILLS

Ability to effectively read, write and understand statutory language.

Ability to write clear and concise documentation for internal and external use.

REASONING ABILITY

Ability to analyze problems and to develop and implement standard operating procedures, policies, plans and activities to address those problems.

Ability to make difficult decisions within deadlines.

Ability to establish and maintain effective working relationships with peers, superiors, subordinates, associates, officials of other agencies and the general public.

PHYSICAL DEMANDS

The physical demands described are representative of those that must be met by an employee to successfully perform the essential functions of this job. The employee is frequently required to sit, stand, talk and/or hear. Occasionally, the employee is required to walk; use hands and fingers to operate office equipment and reach with hands and arms. The employee must occasionally lift or move up to 50 pounds. Specific vision abilities required for this job include close vision and the ability to adjust focus.

WORK ENVIRONMENT

The noise level in the work environment is usually moderate. While performing the duties of this job, the employee may be exposed to outside weather conditions.

I have read and understand my position description.

EMPLOYEE'S SIGNATURE

DATE

Position Title: Chief Plant Operator, Water Treatment Plant
Department: Utilities
Section: Water Treatment Plant
Reports to: Water Operations Manager or Designee
Union: United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union
FLSA Status: Non-Exempt
Approved By: Local 9411-00/Mayor and Council
Approval Date: Upon execution of contract

SUMMARY

The Chief Plant Operator, Water Treatment Plant, under the direct supervision of the Water Operations Manager or designee, supervises the operation and maintenance of the water supply system including reservoirs, treatment plant, booster stations, standpipes and special control valves.

ESSENTIAL DUTIES AND RESPONSIBILITIES

1. Performs work according to applicable Federal and State safety regulations as well as Groton Utilities Safety Manual and maintains conformance with regulatory and permit requirements.
2. Monitors the accurate treatment of the water supply system and ensures that complete and accurate operating records are kept.
3. Ensures that there is sufficient trained staff following proper work practices and safe working methods.
4. Ensures the Water Treatment Plant is properly staffed with trained employees and coordinates all emergency call outs.
5. Conducts basic water quality analysis.
6. Maintains an adequate supply of chemicals for treatment.
7. Counsels with engineers and contractors on various services that are used for plant construction and/or operation and maintenance.
8. Provides input to the Water Treatment Plant budget process.
9. Supervises the recording and reporting of weather observations.
10. Supervises and coordinates the afterhours calls related to the Water Treatment Plant.
11. Maintains favorable public relations with townspeople, teachers, student, visiting treatment plant operators and others by arranging educational tours of the Water Treatment Plant.
12. Performs all other duties as may be required by the Operations Manager or designee.

SUPERVISORY RESPONSIBILITIES

Supervises the employees of the Water Treatment Plant and ensures the maintenance of machinery and equipment including lift stations and reservoir operations.

QUALIFICATIONS

An individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Required: State of Connecticut, Department of Public Health Water Treatment Class IV operator's license; State of Connecticut Department of Public Health Water Distribution Class II operator's license.

In depth knowledge of water treatment operations.

Pleasant personality and personal appearance.

Ability to interact with Department Heads and managers.

Efficient work habits and accuracy required.

Must demonstrate ability to direct work crews. Computer proficiency including but not limited to SCADA systems.

State of Connecticut – Class IV Operator certification.

State of Connecticut – Class II Distribution certification.

Must possess and maintain a valid driver's license and be able to safely operate a vehicle.

EDUCATION AND/OR EXPERIENCE

Associates degree from an accredited college or university in a science or environmental field or equivalent.

Acceptable operation of Class IV Treatment Plant as required by the State of Connecticut Department of Public Health, two (2) years of which must have been spent in a position of significant responsibility.

MATHEMATICAL SKILLS

Ability to work and apply mathematical concepts.

LANGUAGE SKILLS

Ability to effectively read, write and understand statutory language.

Ability to write clear and concise documentation for internal and external use.

REASONING ABILITY

Ability to analyze problems and to develop and implement standard operating procedures, policies, plans and activities to address those problems.

Ability to make difficult decisions within deadlines.

Ability to establish and maintain effective working relationships with peers, superiors, subordinates, associates, officials of other agencies and the general public.

PHYSICAL DEMANDS

The physical demands described are representative of those that must be met by an employee to successfully perform the essential functions of this job. The employee is frequently required to sit, stand, talk and/or hear. Occasionally, the employee is required to walk; use hands and fingers to operate office equipment and reach with hands and arms. The employee is required to climb ladders and be willing to work in confined areas. The employee must occasionally lift or move up to 50 pounds. Specific vision abilities required for this job include close vision and the ability to adjust focus.

WORK ENVIRONMENT

While performing the duties of this job, the employee is frequently exposed to outside weather conditions and emergencies (storms, hurricanes, disasters). The individual will also be working with chlorination equipment.

I have read and understand my position description.

EMPLOYEE'S SIGNATURE

DATE

Position Title: Equipment Operator
Department: Utilities
Section: Water Division
Reports to: Water Distribution Leader or Designee
Union: United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union
FLSA Status: Non-Exempt
Approved By: Local 9411-00/Mayor and Council
Approved Date: Upon execution of contract

SUMMARY

The Equipment Operator, , under the general supervision of the Water Distribution Leader or designee, operates various equipment for trenching, backfilling, loading, materials; learns the equipment and the most effective methods of operation. The Equipment Operator makes minor repairs, greases, maintains and is responsible for assigned equipment. May be assigned to assist other sections of the Utilities Department.

ESSENTIAL DUTIES AND RESPONSIBILITIES

1. Performs work according to applicable Federal and State safety regulations as well as Groton Utilities Safety Manual.
2. Excavates earth, gravel, clay, sand and loam; loads equipment, materials and soils; backfills materials; plows snow.
3. Must be able to safely operate and drive trucks.
4. Assists in distribution operations as required.
5. Maintains equipment (includes performing preventive maintenance, making routine repairs and adjustments; and replacing minor worn equipment and parts).
6. Must be available for call duty in accordance with relevant procedures in Union contract.
7. Must possess the basic mechanical knowledge of tools and equipment used by the Water Distribution Section.
8. Performs any other less skilled duties as assigned.

QUALIFICATIONS

Must possess and maintain a Class A, Commercial Driver's License (CDL) and be able to safely operate assigned vehicles up to the limits of that license. Management reserves the right to waive this requirement for reasons such as medical or at other times when deemed appropriate and on a case by case basis.

Required: State of Connecticut, Department of Public Health Distribution Class II operator's license.

Recommend: State of Connecticut, Department of Public Health Water Distribution Class III operator's license; New England Water Environment Association Sewer Collection Class III.

Working knowledge of and ability to operate trencher, pay loader and other mechanical equipment.

Basic knowledge of the limits and geography of the service area.

EDUCATION AND/OR EXPERIENCE

Must be a high school graduate or equivalent preferred. Mechanical training desired.

Minimum two years of heavy equipment operation or similar assigned preferred.

LANGUAGE SKILLS

Ability to respond in a timely manner to common inquiries or complaints from customers, regulatory agencies or members of the business community.

Assists others in technical matters, ability to work closely with others, ability to maintain a sense of control under pressure of emergency conditions and be able to work in small groups where teamwork is essential in maintaining the accuracy of work.

Must be able to speak, understand and comprehend the English language.

MATHEMATICAL SKILLS

Basic mathematical skills as related to the water industry.

REASONING ABILITY

Must be able to read and interpret plans, drawings, specifications and schematics.

Ability to effectively present information to management.

PHYSICAL DEMANDS

The physical demands described are representative of those that must be met by an employee to successfully perform the essential functions of this job. Good physical health. While performing the duties of this job, the employee is frequently required to stand, walk, use hands to finger, handle or operate objects, tools or controls, reach with hands and arms. The employee is occasionally required to sit; climb or balance; stoop, kneel, crouch or crawl, talk and/or hear. The employee must be able to lift a minimum of 50 pounds. Specific vision abilities required by this job include normal eyesight with or without glasses. The individual must be capable of long periods of sitting, standing or walking associated with office or field conditions. Must be able to work in confined areas.

WORK ENVIRONMENT

The noise level in the work environment is usually moderate. The employee may be exposed to inclement weather, traffic, unsafe conditions on customer premises, open excavations, moving machinery, working in high places, explosive gas, poisonous gas, poisonous plants and/or insects while in the field.

I have read and understand my position description.

EMPLOYEE'S SIGNATURE

DATE

Position Title: Laboratory Technician
Department: Utilities
Section: Water Division
Reports To: Water Quality Manager
FLSA Status: Non-Exempt
Union: United Steel, Paper and Forestry, Rubber, Manufacturing, Energy,
Allied Industrial and Service Workers International Union
Approved By: Local 9411-00/Mayor and Council
Approval Date: Upon execution of contract

SUMMARY

The Laboratory Technician, under the general supervision of Water Quality Manager, performs a variety of water laboratory tests for process control and various operations. Work is performed in compliance with applicable Federal and State regulations. Works flexible scheduled hours.

ESSENTIAL DUTIES AND RESPONSIBILITIES

1. Performs work according to applicable Federal and State safety regulations and maintains conformance with regulatory requirements.
2. Performs all necessary laboratory tests on water to comply with applicable Federal and State regulations and discharge permit requirements.
3. Ensures proper collection of required samples and keeps accurate and complete test records.
4. Checks recording instruments, keeps logs and charts and prepares monthly and yearly laboratory work reports for submission to State, Federal and local agencies.
5. Prepares chemical and bacteriological media, reagents and tests solutions.
6. Operates and maintains various laboratory equipment.
7. Maintains sufficient inventory of laboratory materials, supplies and equipment.
8. Ensures that the laboratory is properly maintained.
9. Must be capable of successfully completing Annual Proficiency Tests as required by the Environmental Protection Agency (EPA) and Connecticut Department of Public Health (CTDPH).
10. Monitors plant treatment process and make recommendations to the Water Quality Manager/Chief Plant Operator concerning Water Treatment Plant operating adjustments.
11. Communicates with outside laboratories, when needed, to coordinate required testing.
12. Presents a courteous and professional manner as a representative of the Department in dealing with the public.

13. Performs all other duties as may be assigned.

QUALIFICATIONS

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

State of Connecticut Laboratory Certification course when available.

Must possess and maintain a valid driver's license and be able to safely operate a vehicle.

EDUCATION AND/OR EXPERIENCE

Associates or Bachelor of Science degree from an accredited college or university in chemistry or related science is preferred or satisfactory completion of college level courses in chemistry, biology, microbiology and math.

A minimum of two years of related experience and good computer skills desired.

LANGUAGE SKILLS

Ability to read and interpret documents such as pertinent local, State and Federal regulations and requirements, including but not limited to the Clean Water Act; safety rules and procedure manuals.

Excellent written, oral and presentation skills.

REASONING ABILITY

Ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists.

Ability to interpret a variety of instructions furnished in written, oral, diagram or schedule form.

PHYSICAL DEMANDS

While performing the duties of this job, the employee is regularly required to talk and/or hear. The employee frequently is required to stand, walk, sit, use hands to finger, handle, or feel, reach with hands and arms. The employee must occasionally lift and/or move up to 50 pounds. Specific vision abilities required by this job include close vision, distance vision and depth perception.

WORK ENVIRONMENT

The work environment characteristics described herein 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. The work environment is provided in an office setting and the noise level is normal.

I have read and understand my position description.

EMPLOYEE'S SIGNATURE

DATE

Position Title: Meter and Service Technician Level I Operator
Department: Utilities
Section: Water Division
Reports To: Meter and Service Technician Leader or Designee
Union: United Steel, Paper and Forestry, Rubber, Manufacturing, Energy,
Allied Industrial and Service Workers International Union
FLSA Status: Non-Exempt
Approved By: Local 9411-00/Mayor and Council
Approval Date: Upon execution of contract

SUMMARY

The Meter and Service Technician Level I Operator works under the direct supervision of the Meter and Service Technician Leader or designee. The Meter and Service Technician Level I Operator performs duties unassisted to correct normal everyday problems and makes minor decisions and accepts responsibility for them.

ESSENTIAL DUTIES AND RESPONSIBILITIES

1. Performs work according to applicable Federal and State safety regulations as well as Groton Utilities Safety Manual.
2. Assists in repairs and tests meters.
3. Assists in the repair of services and water mains, cross-connection surveys and backflow-preventer testing.
4. Presents a courteous and professional manner as a representative of the Department in dealing with the public.
5. Mechanical knowledge of basic tools and equipment used by the Water Distribution Section.
6. Improves skills through assigned training.
7. Performs other duties as assigned.

QUALIFICATIONS

Must possess and maintain a valid Connecticut driver's license and be able to safely operate a vehicle.

Working mechanical knowledge of meter and service tools and equipment.

Knowledge of the limits and geography of the service area.

Knowledge of computers (spreadsheets and word documents).

Required: State of Connecticut, Department of Public Health Water Distribution Class I operator's license for 24 months.

No required certification for Start to 12 months.

Recommend: Certification for 12 months – State of Connecticut, Department of Public Health Water Distribution Class I operator’s license.

EDUCATION AND/OR EXPERIENCE

Must be a high school graduate or equivalent.

Mechanical training desired.

LANGUAGE SKILLS

Ability to work closely with others, ability to maintain a sense of control under pressure of emergency conditions.

Ability to work in small groups where teamwork is essential in maintaining the accuracy of work.

Must be able to speak, understand and comprehend the English language.

MATHEMATICAL SKILLS

Basic mathematical skills as related to the water industry.

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. Good physical health. While performing the duties of this job, the employee is frequently required to stand, walk, use hands to finger, handle or operate objects, tools or controls, reach with hands and arms. The employee is occasionally required to sit, climb or balance, stoop, kneel, crouch or crawl, talk and/or hear. The employee must be able to lift a minimum of 50 pounds. Specific vision abilities required by this job include normal eyesight with or without glasses. The individual must be capable of long periods of sitting, standing or walking associated with office or field conditions. Must be able to work in confined areas.

WORK ENVIRONMENT

The noise level in the work environment is usually moderate. The employee may be exposed to inclement weather, traffic, unsafe conditions on customer premises, dogs, electrical shock, snow, ice, removing and replacing manhole covers.

I have read and understand my position description.

EMPLOYEE’S SIGNATURE

DATE

Position Title: Meter and Service Technician Level II Operator
Department: Utilities
Section: Water Division
Reports To: Meter and Service Leader or Designee
Union: United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union
FLSA Status: Non-Exempt
Approved By: Local 9411-00/Mayor and Council
Approval Date: Upon execution of contract

SUMMARY

The Meter and Service Technician Level II Operator works under the direct and general supervision of the Meter and Service Leader or designee. The Meter and Service Technician Level II Operator performs duties unassisted to correct normal everyday problems and makes minor decisions and accepts responsibility for them.

ESSENTIAL DUTIES AND RESPONSIBILITIES

1. Performs work according to applicable Federal and State safety regulations as well as Groton Utilities Safety Manual.
2. Repairs and tests meters.
3. Responds appropriately to customer complaints pertaining to meters and service.
4. Assists in the repair of services and water mains, cross-connection surveys and backflow preventer testing.
5. Improves skills through assigned training.
6. Must be available for call duty in accordance with relevant procedures in the Union contract.
7. Presents a courteous and professional manner as a representative of the Department in dealing with the public.
8. Basic mechanical knowledge of tools and equipment used by the Water Distribution Section.
9. Performs any other less skilled duties as assigned.

QUALIFICATIONS

Must possess and maintain a Class B, Commercial Driver's License (CDL) and be able to safely operate assigned vehicles up to the limits of that license. Management reserves the right to waive this requirement for reasons such as medical or at other times when deemed appropriate and on a case by case basis.

Working mechanical knowledge of meter and service tools and equipment.

Knowledge of the limits and geography of the service area.

Required: State of Connecticut, Department of Public Health Water Distribution Class II operator's license at 12 months. Recommend: Cross Connection and Backflow.

Level II Start required: State of Connecticut, Department of Public Health Water Distribution Class I operator's license at 12 months. Level II Start recommended: Cross Connection and Backflow and State of Connecticut, Department of Public Health Water Distribution Class II operator's license.

Knowledge of computers (spreadsheets and word documents).

EDUCATION AND/OR EXPERIENCE

Must be a high school graduate or equivalent preferred. Mechanical training desired.

Minimum of two (2) years' experience as a helper or equivalent experience preferred.

LANGUAGE SKILLS

Ability to respond in a timely manner to common inquiries or complaints from customers.

Ability to work closely with others, assists in technical matters, ability to maintain a sense of control under pressure of emergency conditions and be able to work in small groups where teamwork is essential in maintaining the accuracy of work.

Must be able to speak, understand and comprehend the English language.

MATHEMATICAL SKILLS

Basic mathematical skills as related to the water industry.

REASONING ABILITY

Must be able to read and interpret plans, drawings and specifications.

Ability to effectively present information to management.

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. Good physical health. While performing the duties of this job, the employee is frequently required to stand, walk, use hands to finger, handle or operate objects, tools or controls, reach with hands and arms. The employee is occasionally required to sit, climb or balance, stoop, kneel, crouch or crawl, talk and/or hear. The employee must be able to lift a minimum of 50 pounds. Specific vision abilities required by this job include normal eyesight with or without glasses. The individual must be capable of long periods of sitting, standing or walking associated with office or field conditions. Must be able to work in confined areas.

WORK ENVIRONMENT

The noise level in the work environment is usually moderate. The employee may be exposed to inclement weather, traffic, unsafe conditions on customer premises, dogs, electrical shock, snow, ice, removing and replacing manhole covers.

I have read and understand my position description.

EMPLOYEE'S SIGNATURE

DATE

Position Title: Meter and Service Technician Level III Operator
Department: Utilities
Section: Water Division
Reports To: Meter and Service Leader or Designee
Union: United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union
FLSA Status: Non-Exempt
Approved By: Local 9411-00/Mayor and Council
Approval Date: Upon execution of contract

SUMMARY

The Meter and Service Technician Level III Operator works under the direct and general supervision of the Meter and Service Leader or designee. The Meter and Service Technician Level III Operator makes routine decisions and takes charge in the Meter and Service Technician Leader's absence.

ESSENTIAL DUTIES AND RESPONSIBILITIES

1. Performs work according to applicable Federal and State safety regulations as well as Groton Utilities Safety Manual.
2. Responds appropriately to customer complaints pertaining to meters and service.
3. Works in conformity to safety manual and OSHA requirements.
4. Conducts cross-connection surveys and tests backflow preventers.
5. Trains lower classification personnel in use of meter and service tools and equipment as well as safety and OSHA requirements.
6. Must be available for call duty in accordance with relevant procedures in the Union contract.
7. Presents a courteous and professional manner as a representative of the Department in dealing with the public.
8. Basic mechanical knowledge of tools and equipment used by the Water Distribution Section.
9. Performs any other less skilled duties as assigned.

QUALIFICATIONS

Must possess and maintain a Class B, Commercial Driver's License (CDL) and be able to safely operate assigned vehicles up to the limits of that license. Management reserves the right to waive this requirement for reasons such as medical or at other times when deemed appropriate and on a case by case basis.

Working mechanical knowledge of meter and service tools and equipment.

Knowledge of the limits and geography of the service area.

Working knowledge of the water distribution system.

Appropriate certification in backflow preventers and cross-connection certification.

State of Connecticut, Department of Public Health Water Distribution Class II Operator's license; Cross Connection and Backflow. Recommend: State of Connecticut, Department of Public Health Water Distribution Class III operator's license.

Level III Start required: State of Connecticut, Department of Public Health Water Distribution Class II operator's license. Level III Start recommend: State of Connecticut, Department of Public Health Water Distribution Class III operator's license; Cross Connection and Backflow.

Basic computer proficiency (spreadsheets and word documents).

EDUCATION AND/OR EXPERIENCE

Must be a high school graduate and/or equivalent preferred. Mechanical/plumbing training desired.

Minimum of four (4) years' experience as a technician.

LANGUAGE SKILLS

Ability to respond in a timely manner to common inquiries or complaints from customers, regulatory agencies or members of the business community.

Ability to work closely with others, assist in technical matters, ability to maintain a sense of control under pressure of emergency conditions and be able to work in small groups where teamwork is essential in maintaining the accuracy of work.

Must be able to speak, understand and comprehend the English language.

MATHEMATICAL SKILLS

Basic mechanical skills as related to the water industry.

REASONING ABILITY

Must be able to read and interpret plans, drawings, specifications, wiring diagrams and schematics.

Ability to effectively present information to management.

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. Good physical health. While performing the duties of this job, the employee is frequently required to stand, walk, use hands to finger, handle or operate objects, tools or controls, reach with hands and arms. The employee is occasionally required to sit, climb or balance, stoop, kneel, crouch or crawl, talk and/or hear. The employee must be able

to lift a minimum of 50 pounds. Specific vision abilities required by this job include normal eyesight with or without glasses. The individual must be capable of long periods of sitting, standing or walking associated with office or field conditions. Must be able to work in confined areas.

WORK ENVIRONMENT

The noise level in the work environment is usually moderate. The employee may be exposed to inclement weather, traffic, unsafe conditions on customer premises, dogs, electrical shock, snow, ice, removing and replacing manhole covers. May be exposed to poisonous plants.

I have read and understand my position description.

EMPLOYEE'S SIGNATURE

DATE

Position Title: Meter and Service Technician Leader
Department: Utilities
Section: Water Division
Reports To: Water Operations Manager or Designee
Union: United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union
FLSA Status: Non-Exempt
Approved By: Local 9411-00/Mayor and Council
Approval Date: Upon execution of contract

SUMMARY

The Meter and Service Technician Leader works under the direct and general supervision of the Water Operations Manager or designee. The Meter and Service Technician Leader knows and carries out all duties of the Meter and Service Section. The Meter and Service Technician Leader recommends specific training areas for all lower classification personnel and trains them in equipment and safety.

ESSENTIAL DUTIES AND RESPONSIBILITIES

1. Performs work according to applicable Federal and State safety regulations as well as Groton Utilities Safety Manual.
2. Conducts cross-connection surveys.
3. Works in conformity to safety manual and OSHA requirements.
4. Recommends training for personnel in use of all meter and service tools and equipment, as well as safety and OSHA requirements.
5. Responds appropriately to all routine customer inquiries and complaints pertaining to meters and service.
6. Must be available for call duty in accordance with relevant procedures in the Union contract.
7. Presents a courteous and professional manner as a representative of the Department in dealing with the public.
8. Basic mechanical knowledge of tools and equipment used by the Water Distribution Section.
9. Performs any other less skilled duties as assigned.

QUALIFICATIONS

Required: State of Connecticut, Department of Public Health Water Distribution Class II operator's license; Cross Connection and Backflow. Recommend: State of Connecticut, Department of Public Health Water Distribution Class III operator's license.

Working mechanical knowledge of meter and service tools and equipment.

Complete knowledge of testing and calibrating all meters in accordance with the State of Connecticut and American Water Works Association specifications.

Knowledge of the limits and geography of the service area.

Working knowledge of the water distribution system.

Appropriate certification in backflow preventer testing and cross-connector survey inspection.

Basic computer proficiency (spreadsheets and word documents).

EDUCATION AND/OR EXPERIENCE

Must be a high school graduate and/or equivalent.

Mechanical/ plumbing training desired.

Five (5) years of same or related experience.

LANGUAGE SKILLS

Ability to respond in a timely manner to common inquiries or complaints from customers, regulatory agencies, or members of the business community.

Ability to work closely with others, assists in technical matters, ability to maintain a sense of control under pressure of emergency conditions and be able to work in small groups where teamwork is essential in maintaining the accuracy of work.

Must be able to speak, understand and comprehend the English language.

MATHEMATICAL SKILLS

Basic mathematical skills as related to the water industry.

REASONING ABILITY

Must be able to read and interpret plans, drawings, specifications and schematics.

Ability to effectively present information to management.

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. Good physical health. While performing the duties of this job, the employee is frequently required to stand, walk, use hands to finger, handle or operate objects, tools or controls, reach with hands and arms. The employee is occasionally required to sit, climb or balance, stoop, kneel, crouch or crawl, talk and/or hear. The employee must be able to lift a minimum of 50 pounds. Specific vision abilities required by this job include normal eyesight

with or without glasses. The individual must be capable of long periods of sitting, standing or walking associated with office or field conditions. Must be able to work in confined areas.

WORK ENVIRONMENT

The noise level in the work environment is usually moderate. The employee may be exposed to inclement weather, traffic, unsafe conditions on customer premises, dogs, electrical shock, snow, ice, removing and replacing manhole covers. May be exposed to poison ivy.

I have read and understand my position description.

EMPLOYEE'S SIGNATURE

DATE

Position Description: Pollution Abatement Facility Helper Operator
Department: Utilities
Section: Pollution Abatement Facility
Reports To: Chief Plant Operator, Pollution Abatement Facility or designee
Union: United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union
FLSA Status: Non-Exempt
Approved By: Local 9411-00/Mayor and Council
Approval Date: Upon execution of contract

SUMMARY

The Pollution Abatement Facility Helper Operator, under the direct supervision of the Chief Plant Operator, Pollution Abatement Facility or designee, assists higher classification personnel in the operation and maintenance of the Pollution Abatement Facility and all lift and ejector stations. The Pollution Abatement Facility Helper Operator learns the proper operation and maintenance of all the Wastewater Treatment Facility buildings and equipment.

ESSENTIAL DUTIES AND RESPONSIBILITIES

1. Performs work according to applicable Federal and State safety regulations and maintains conformance with regulatory requirements. Works in strict conformity to requirements.
2. Assists the Junior and Senior Operators when needed, under their supervision.
3. Performs custodial cleaning duties of all units at plant and stations; cleans and maintains all floor in plant and at stations; cleans and maintains lighting fixtures at stations; clean windows; performs painting as directed; learns how to run rotary drum thickener, fill trucks for sludge disposal and operates the SCADA system.
4. Improves skills through assigned training.
5. Studies and learns the complete Operations and Maintenance (O&M) of the Pollution Abatement Facility and associated pump stations.
6. Performs any other duties as may be assigned.

QUALIFICATIONS

*Must maintain a valid driver's license and be able to safely operate a vehicle.

State of Connecticut, Department of Energy and Environmental Protection Wastewater Treatment Class I operator's license for 18 and 24 months required or two (2) testing periods.

Must project a polished image of professionalism and courtesy as a representative of the Department when dealing with the public.

EDUCATION AND/OR EXPERIENCE

High school education or prior work experience in a mechanical or chemical trade or equivalent preferred.

Basic knowledge in the proper safeguarding and handling of chemicals.

Basic knowledge of chemistry.

Weekend and holiday work is required as assigned.

Basic computer proficiency including but not limited to SCADA systems.

LANGUAGE SKILLS

Ability to respond in a timely manner to common inquiries or complaints from customers, regulatory agencies or members of the business community by communicating through the Chief Plant Operator, Pollution Abatement Facility or designee.

Must be able to speak, understand and comprehend the English language.

REASONING ABILITY

Ability to apply concepts of basic math.

Must possess and demonstrate basic mechanical aptitude.

PHYSICAL DEMANDS

Good physical health. While performing the duties of this job, the employee is frequently required to stand; walk; use hands to finger, handle or operate objects, tools or controls, reach with hands and arms. The employee is occasionally required to sit, climb or balance, stoop, kneel, crouch or crawl, talk and/or hear. The employee must be able to safeguard, lift and properly handle chemical loads up to 50 pounds. Must be able to climb ladders and be able to work in confined areas. Specific vision abilities required by this job include close vision, distance vision, peripheral vision, depth perception and the ability to adjust focus. The aforesaid vision requirements can be satisfied with appropriate medically prescribed prescription glasses/lenses when applicable.

WORK ENVIRONMENT

The individual may be exposed to abnormal weather conditions (storms, hurricanes, disasters); working from a ladder inside the plant; working with chlorine and fluoride chemicals, may be subjected to floodtides, slippery/wet conditions in most work areas, contamination and infection; chlorine leaks, poisonous gasses; in unusual circumstances, explosive and oxygen-deficient conditions, obnoxious odors.

I have read and understand my position description.

EMPLOYEE'S SIGNATURE

DATE

Position Description: Pollution Abatement Facility Level II Operator

Department: Utilities
Section: Pollution Abatement Facility
Reports To: Chief Plant Operator, Pollution Abatement Facility or Designee
Union: United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union
FLSA Status: Non-Exempt
Approved By: Local 9411-00/Mayor and Council
Approval Date: Upon execution of contract

SUMMARY

The Pollution Abatement Facility Level II Operator, under the direct supervision of the Chief Plant Operator, Pollution Abatement Facility or designee, operates and maintains the secondary treatment plant and all lift and ejector stations in the City of Groton sewerage system. Occasionally directs Operators Helpers.

ESSENTIAL DUTIES AND RESPONSIBILITIES

1. Performs work according to applicable Federal and State safety regulations and maintains conformance with regulatory requirements. Works in strict conformity to requirements.
2. Collects and neatly records operation and maintenance data.
3. Operates rotary drum thickener, fills trucks for sludge disposal.
4. Assists in maintenance procedures for operating equipment including lubrication schedules, etc.
5. Performs the following duties and responsibilities:
 - Withdrawal and transfer of digester sludge and supernatant liquors;
 - Operation of digesters and gas system;
 - Plant operation of primary settling tanks, daily sludge and scum withdrawal, cleaning inlet and outlet channels and scum equipment, maintenance of collector equipment in tanks, aeration regulation.
 - Daily maintenance routine at all stations.
6. Learns and performs all laboratory procedures required for Pollution Abatement Facility operations.
7. Takes call on a rotating schedule.
8. Performs any other less skilled duties as may be assigned.

QUALIFICATIONS

* Must possess and maintain a valid driver's license and be able to safely operate a vehicle.

Required: State of Connecticut, Department of Energy and Environmental Protection Wastewater Treatment Class I operator's license.

Must project a polished image of professionalism and courtesy as a representative of the Department when dealing with the public.

Basic knowledge of the sewer system.

EDUCATION AND/OR EXPERIENCE

High school education or equivalent.

Mathematical and chemical training desirable.

Must continue education for Connecticut Department of Environmental Protection (DEP) requirements for Class II Operator certification.

Two years as an Operator Helper or equivalent.

Training in mathematics, general science and English.

Knowledgeable in the proper safeguarding and handling of chemicals.

Must be able to perform basic required laboratory tests.

Weekend and holiday work is required as assigned.

Basic computer proficiency including but not limited to spreadsheets, word documents and SCADA systems.

LANGUAGE SKILLS

Ability to respond in a timely manner to common inquiries or complaints from customers, regulatory agencies or members of the business community.

Must be able to speak, understand and comprehend the English language.

REASONING ABILITY

Ability to apply concepts of basic math.

Good mechanical aptitude.

PHYSICAL DEMANDS

Good physical health. Employee is required to stand, walk, use hands to finger, handle or operate objects, tools or controls, reach with hands and arms. The employee is occasionally required to sit,

climb or balance, stoop, kneel, crouch or crawl, talk and/or hear. The employee must be able to safeguard, lift and properly handle chemical loads up to 50 pounds. Must be able to climb ladders and be able to work in confined areas. Specific vision abilities required by this job include close vision, distance vision, peripheral vision, depth perception and the ability to adjust focus. The aforesaid vision requirements can be satisfied with appropriate medically prescribed prescription glasses/lenses when applicable.

WORK ENVIRONMENT

The individual may be exposed to abnormal weather conditions (storms, hurricanes, disasters); working from a ladder inside the plant; working with chlorine and fluoride chemicals, may be subjected to floodtides, slippery/wet conditions in most work areas, contamination and infection; sodium hypochlorite spills, poisonous gasses in unusual circumstances, explosive and oxygen-deficient conditions, obnoxious odors.

I have read and understand my position description.

EMPLOYEE'S SIGNATURE

DATE

Position Description: Pollution Abatement Facility Level III Operator
Department: Utilities
Section: Pollution Abatement Facility
Reports To: Chief Plant Operator, Pollution Abatement Facility or Designee
Union: United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union
FLSA Status: Non-Exempt
Approved By: Local 9411-00/Mayor and Council
Approval Date: Upon execution of contract

SUMMARY

The Pollution Abatement Facility Level III Operator, under the direct supervision of the Chief Plant Operator, Pollution Abatement Facility or designee, operates and maintains secondary treatment plant and all lift and ejector stations in the City of Groton sewerage system. Performs all required laboratory analyses. Direct and instructs lower classification personnel in all phases of operation and maintenance of equipment. Communicates to the Chief Plant Operator, Pollution Abatement Facility or designee any operational problems in a timely manner.

ESSENTIAL DUTIES AND RESPONSIBILITIES

1. Performs work according to applicable Federal and State safety regulations and maintains conformance with regulatory requirements. Works in strict conformity to requirements.
2. Collects and neatly records all Pollution Abatement Facility operating data.
3. Performs digester operations; transfers and withdraws sludge and supernatant liquors; maintains digester's physical condition by controlling pH value, alkalinity and volatile acids; operates and maintains digester gas system; controls digester liming operations when needed.
4. Operates rotary drum thickener, fills trucks for sludge disposal; directs sludge wasting operations.
5. Operates and maintains all settling tanks.
6. Performs Operation and Maintenance (O&M) on operating equipment. Follows all maintenance and lubrication schedules at the plant and at all lift and ejector stations.
7. Instructs personnel in lower classifications in the work of the department and in proper safety procedures.
8. Fills in laboratory when assigned.
9. Takes call on rotating schedule.
10. Performs any other less skilled duties as may be assigned.

QUALIFICATIONS

*Must possess and maintain a valid driver's license and be able to safely operate a motor vehicle.

Must project a polished image of professionalism and courtesy as a representative of the Department when dealing with the public.

Required: State of Connecticut, Department of Energy and Environmental Protection Wastewater Treatment Class II operator's license.

State of Connecticut, Department of Energy and Environmental Protection Wastewater Treatment Class III operator's license to advance to Wastewater Treatment Facility Level III, 48 months.

Basic knowledge of the sewer system.

EDUCATION AND/OR EXPERIENCE

High school education or equivalent with mathematical and chemical training desirable.

Five years as an Operator or equivalent experience in similar position requiring similar skills and knowledge.

Appropriate short courses in sewage treatment practices.

Knowledgeable in the proper safeguarding and handling of chemicals.

Knowledgeable of mathematics and chemistry.

Weekend and holiday work is required as assigned.

Basic computer proficiency including but not limited to SCADA systems.

LANGUAGE SKILLS

Ability to respond in a timely manner to common inquiries or complaints from customers, regulatory agencies or members of the business community.

Must be able to speak, understand and comprehend the English language.

REASONING ABILITY

Ability to apply concepts of basic math.

Must possess and demonstrate above average mechanical aptitude.

PHYSICAL DEMANDS

Good physical health. While performing the duties of this job, the employee is frequently required to stand, walk, use hands to finger, handle or operate objects, tools or controls, reach with hands and arms. The employee is occasionally required to sit, climb or balance, stoop, kneel, crouch or crawl, talk and/or hear. The employee must be able to safeguard, lift and properly handle chemical loads up to 50 pounds. Must be able to climb ladders and be able to work in confined areas. Specific vision abilities required by this job include close vision, distance vision, peripheral vision, depth perception and the ability to adjust focus. The aforesaid vision requirements can be satisfied with appropriate medically prescribed prescription glasses/lenses when applicable.

WORK ENVIRONMENT

The individual may be exposed to abnormal weather conditions (storms, hurricanes, disasters); working from a ladder inside the plant; working with chlorine and fluoride chemicals, may be subjected to floodtides, slippery/wet conditions in most work areas, contamination and infection; hypochlorite spills, poisonous gasses in unusual circumstances, explosive and oxygen-deficient conditions, obnoxious odors.

I have read and understand my position description.

EMPLOYEE'S SIGNATURE

DATE

Position Description: Pollution Abatement Facility Leader Operator

Department: Utilities
Section: Pollution Abatement Facility
Reports To: Chief Plant Operator, Pollution Abatement Facility or Designee
Union: United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union
FLSA Status: Non-Exempt
Approved By: Local 9411-00/Mayor and Council
Approval Date: Upon execution of contract

SUMMARY

The Pollution Abatement Facility Leader Operator, under the direct supervision of the Chief Plant Operator, Pollution Abatement Facility or designee, operates and maintains secondary treatment plant and all lift and ejector stations in the City of Groton sewerage system. Performs all required laboratory analyses. Directs and instructs lower classification personnel in all phases of operation and maintenance of equipment. Organizes collection system and wastewater treatment plant crews and communicates these and other matters to the Chief Plant Operator, Pollution Abatement Facility in a timely manner.

ESSENTIAL DUTIES AND RESPONSIBILITIES

1. Performs work according to applicable Federal and State safety regulations and maintains conformance with regulatory requirements. Works in strict conformity to requirements.
2. Collects and neatly records all Pollution Abatement Facility operating data.
3. Performs digester operations; transfers and withdraws sludge and supernatant liquors; maintains digester's physical condition by controlling pH value, alkalinity and volatile acids; operates and maintains digester gas system; controls digester liming operations when needed.
4. Operates rotary drum thickener and fills trucks for sludge disposal; directs sludge wasting operations.
5. Operates and maintains all settling tanks.
6. Directs and performs operating equipment, maintenance and lubrication schedules at the plant and at all lift and ejector stations.
7. Instructs personnel in lower classifications in the work of the department and in proper safety procedures.
8. Fills in laboratory when assigned.
9. Takes call on rotating schedule.
10. Performs any other less skilled duties as may be assigned.

QUALIFICATIONS

Must possess and maintain a valid driver's license and be able to safely operate a vehicle.

Must project a polished image of professionalism and courtesy as a representative of the Department when dealing with the public.

State of Connecticut, Department of Energy and Environmental Protection Wastewater Treatment Class IV operator's license within eighteen (18) months or two (2) testing periods.

Seven (7) years as an Operator in a Class IV facility.

EDUCATION AND/OR EXPERIENCE

High school education or equivalent with mathematical and chemical training desirable.

Required: State of Connecticut, Department of Energy and Environmental Protection Wastewater Treatment Class III Operator's license.

State of Connecticut, Department of Energy and Environmental Protection Wastewater Treatment Class IV Operator's license required to advance to Wastewater Treatment Facility Leader Operator Class IV.

Appropriate short courses in sewage treatment practices.

Knowledgeable in the proper safeguarding and handling of chemicals.

Knowledgeable of mathematics and chemistry.

Weekend and holiday work is required as assigned.

Basic computer proficiency including but not limited to SCADA systems.

LANGUAGE SKILLS

Ability to respond in a timely manner to common inquiries or complaints from customers, regulatory agencies or members of the business community.

Must be able to speak, understand and comprehend the English language.

REASONING ABILITY

Ability to apply concepts of basic math.

Basic mechanical aptitude.

PHYSICAL DEMANDS

Good physical health. While performing the duties of this job, the employee is frequently required to stand, walk, use hands to finger, handle or operate objects, tools or controls, reach with hands and arms. The employee is occasionally required to sit, climb or balance, stoop, kneel, crouch or crawl, talk and/or hear. The employee must be able to safeguard, lift and properly handle chemical loads up to 50 pounds. Must be able to climb ladders and be able to work in confined areas. Specific vision abilities required by this job include close vision, distance vision, peripheral vision, depth perception and the ability to adjust focus. The aforesaid vision requirements can be satisfied with appropriate medically prescribed prescription glasses/lenses when applicable.

WORK ENVIRONMENT

The individual may be exposed to abnormal weather conditions (storms, hurricanes, disasters); working from a ladder inside the plant; working with chlorine and fluoride chemicals, may be subjected to floodtides, slippery/wet conditions in most work areas, contamination and infection; hypochlorite spills, poisonous gasses; in unusual circumstances, explosive and oxygen-deficient conditions, obnoxious odors.

I have read and understand my position description.

EMPLOYEE'S SIGNATURE

DATE

Position Title: Pollution Abatement Facility Laboratory Technician I
Department: Utilities
Section: Pollution Abatement Facility
Reports To: Chief Plant Operator, Pollution Abatement Facility or Designee
FLSA Status: Non-Exempt
Union: United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union
Approved By: Local 9411-00/Mayor and Council
Approval Date: Upon execution of contract

SUMMARY

The Pollution Abatement Facility Laboratory Technician I, under the general supervision of the Chief Plant Operator, Pollution Abatement Facility or designee, performs a variety of wastewater laboratory tests for process control and various operations in compliance with applicable Federal and State regulations.

ESSENTIAL DUTIES AND RESPONSIBILITIES

1. Performs work according to applicable Federal and State safety regulations and maintains conformance with regulatory requirements.
2. Performs all necessary laboratory tests on wastewater to comply with applicable Federal and State regulations and discharge permit requirements.
3. Ensures proper collection of required samples and maintains accurate and complete test records.
4. Checks recording instruments, keeps logs and charts, and prepares monthly and yearly laboratory work reports for submission to State, Federal and local agencies.
5. Prepares chemical and bacteriological media, reagents and test solutions.
6. Maintains and operates various laboratory equipment.
7. Maintains sufficient inventory of laboratory materials, supplies and equipment.
8. Ensures that the laboratory is properly maintained.
9. Ensures successful completion of Annual Proficiency Tests as required by the Environmental Protection Agency (EPA) and the Connecticut Department of Environmental Protection.
10. Monitors plant treatment process and makes recommendations to the Chief Plant Operator, Pollution Abatement Facility concerning operating adjustments.
11. Communicates with outside laboratories to coordinate required testing.
12. Projects a courteous, professional manner when dealing with the general public.
13. Performs other duties as may be assigned.

QUALIFICATIONS

Required: State of Connecticut Department of Energy and Environmental Protection Wastewater Treatment Plant Class III Operator's license.

State of Connecticut Department of Energy and Environmental Protection Wastewater Treatment Plant Class IV operator's license within eighteen (18) months or two (2) testing periods.

Completion of State of Connecticut lab certification course when available.

* Must possess and maintain a valid driver's license and be able to safely operate a vehicle.

EDUCATION AND/OR EXPERIENCE

Associates degree from an accredited college or university in chemistry or related science is preferred or satisfactory completion of college level courses in chemistry, biology, microbiology, math or equivalent course work and/or experience.

A minimum of two (2) years of related experience required in Senior Wastewater Treatment Operator Classification. Computer proficiency.

LANGUAGE SKILLS

Ability to read and interpret documents such as pertinent local, State and Federal regulations and requirements, including but not limited to the Clean Water Act; safety rules and procedure manuals.

Excellent written, oral and presentation skills.

REASONING ABILITY

Ability to solve practical problems and deal with a variety of concrete variables in situations.

Ability to interpret a variety of instructions furnished in written, oral, diagram or schedule form.

PHYSICAL DEMANDS

While performing the duties of this job, the employee is regularly required to talk and/or hear. The employee frequently is required to stand, walk, sit, use hands to finger, handle, or feel, reach with hands and arms. The employee must occasionally lift and/or move up to 50 pounds. Specific vision abilities required by this job include close vision, distance vision and depth perception.

WORK ENVIRONMENT

The work environment characteristics described herein 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. The work environment is provided in an office setting and the noise level is normal.

I have read and understand my position description.

EMPLOYEE'S SIGNATURE

DATE

Position Title: Part Time Reservoir Patrolperson
Department: Utilities
Section: Water Division
Reports To: Chief Plant Operator, Water Treatment Plant or Designee
Union: United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union
FLSA Status: Non-Exempt
Approved By: Local 9411-00/Mayor and Council
Approval Date: May 24, 2010

SUMMARY

The Part Time Reservoir Patrolperson, under the general supervision of the Chief Plant Operator, Water Treatment Plant or designee, patrols the watershed by vehicle or on foot as required.

ESSENTIAL DUTIES AND RESPONSIBILITIES

1. Performs work according to applicable Federal and State safety regulations and maintains conformance with regulatory requirements.
2. Patrols the watershed by vehicle or on foot as required.
3. Patrols reservoir area daily (time of patrol is optional); must work under special schedules; measures reservoir elevations and stream flow daily; performs more frequent inspections under unusual weather conditions which cause flash floods.
4. Conducts annual survey of potential pollution sources in watershed area.
5. Collects water samples as required and adjusts reservoir controls as required; picks up weekly water samples and other water samples as required for analysis; measures and records rainfall and snowfall at Ledyard Reservoir.
6. Responsible for control of flow from reservoirs to terminal reservoir.
7. Operates ground water pumps, production well pumps and Smith Lake pumps.
8. Monitors all activities on reservoir area for compliance with regulations and requirements; reports deviations to appropriate supervisor and/or authority.
9. Enforces limited access permits, such as horseback riding, woodcutting, etc.
10. Assists in arrests of law violators on City of Groton property.
11. Checks on contractors working on watershed for the purpose of construction, gravel removal, etc.
12. Reviews all fires on City of Groton watershed property and files reports.
13. Obtains observation well readings.

14. Performs general observations of dams, underdraws and piezometer readings.
15. Checks property in watershed area for violations of sanitary conditions.
16. Collects water samples from system as required.
17. Observes and reports to the supervisor conditions of the patrol vehicles (lubrication, mechanical maintenance, radio maintenance, and other maintenance required to keep the vehicles in good operating condition).
18. Assists Utilities personnel on jobs relating to reservoir operations and as directed by supervisory personnel.
19. Participates in and enforces security activities.
20. Works with other security consultants and guard services.
21. Projects a professional image and is courteous when dealing with the public.

EDUCATION AND/OR EXPERIENCE

High school education or equivalent; training in mathematics, general science, English, forestry, environmental studies and map reading desirable.

Two years in related water department or equivalent experience.

Good computer skills.

QUALIFICATIONS

Must possess and maintain a valid driver's license and be able to safely operate a vehicle.

Must be familiar with City of Groton property lines.

Must have knowledge of reservoir operations and understanding of the use of gates at the various reservoir locations.

Must be available to work under required special schedules.

LANGUAGE SKILLS

Ability to read, speak, write and comprehend the English language.

Ability to establish and maintain effective working relationships with superiors, subordinates, associates, officials of other agencies and the general public.

REASONING ABILITY

Must have a basic knowledge of mathematics.

PHYSICAL DEMANDS

The physical demands described are representative of those that must be met by an employee to successfully perform the essential functions of this job. Must be in good physical condition. The employee is frequently required to sit, stand, walk, use hands to fingers, reach with hands and arms. The employee must occasionally lift and/or move up to 50 pounds. Specific vision abilities required for this job include close vision and the ability to adjust focus.

WORKING ENVIRONMENT

The work environment requires the individual to walk on uneven ground while in the field. Individual may be exposed to inclement weather, driving on snowy or icy roads, storms, hurricanes, etc.

I have read and understand my position description.

EMPLOYEE'S SIGNATURE

DATE

Position Title: Reservoir Patrolperson
Department: Utilities
Section: Water Division
Reports To: Chief Plant Operator, Water Treatment Plant or Designee
Union: United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union
FLSA Status: Non-Exempt
Approved By: Local 9411-00/Mayor and Council
Approval Date: May 24, 2010

SUMMARY

The Reservoir Patrolperson, under the general supervision of the Chief Plant Operator, Water Treatment Plant or designee, patrols the watershed by vehicle or on foot as required.

ESSENTIAL DUTIES AND RESPONSIBILITIES

1. Performs work according to applicable Federal and State safety regulations and maintains conformance with regulatory requirements.
2. Patrols the watershed by vehicle or on foot as required.
3. Patrols reservoir area daily (time of patrol is optional); must work under special schedules; measures reservoir elevations and stream flow daily; performs more frequent inspections under unusual weather conditions which cause flash floods.
4. Conducts annual survey of potential pollution sources in watershed area.
5. Collects water samples as required and adjusts reservoir controls as required; picks up weekly water samples and other water samples as required for analysis; measures and records rainfall and snowfall at Ledyard Reservoir.
6. Responsible for control of flow from reservoirs to terminal reservoir.
7. Operates ground water pumps, production well pumps and Smith Lake pumps.
8. Monitors all activities on reservoir area for compliance with regulations and requirements; reports deviations to appropriate supervisor and/or authority.
9. Enforces limited access permits, such as horseback riding, woodcutting, etc.
10. Assists in arrests of law violators on City of Groton property.
11. Checks on contractors working on watershed for the purpose of construction, gravel removal, etc.
12. Reviews all fires on City of Groton watershed property and files reports.
13. Obtains observation well readings.

14. Performs general observations of dams, underdraws, piezometer readings.
15. Checks property in watershed area for violations of sanitary conditions.
16. Collects water samples from system as required.
17. Observes and reports to the supervisor conditions of the patrol vehicles (lubrication, mechanical maintenance, radio maintenance, and other maintenance required to keep the vehicles in good operating condition).
18. Assists Utilities personnel on jobs relating to reservoir operations and as directed by supervisory personnel.
19. Participates in and enforces security activities.
20. Works with other security consultants and guard services.
21. Projects a professional image and is courteous when dealing with the public.

QUALIFICATIONS

Must possess and maintain a valid driver's license and be able to safely operate a vehicle.

Must be familiar with City of Groton property lines.

Must have knowledge of reservoir operations and understanding of the use of gates at the various reservoir locations.

Must be available to work under required special schedules.

EDUCATION AND/OR EXPERIENCE

High school education or equivalent; training in mathematics, general science, English, forestry, environmental studies and map reading desirable.

Two years in related water department or equivalent experience.

Good computer skills.

LANGUAGE SKILLS

Ability to read, speak, write and comprehend the English language.

Ability to establish and maintain effective working relationships with superiors, subordinates, associates, officials of other agencies and the general public.

REASONING ABILITY

Must have a basic knowledge of mathematics.

PHYSICAL DEMANDS

The physical demands described are representative of those that must be met by an employee to successfully perform the essential functions of this job. Must be in good physical condition. The employee is frequently required to stand, sit, walk, use hands to fingers, reach with hands and arms. The employee must occasionally lift and/or move up to 50 pounds. Specific vision abilities required for this job include close vision and the ability to adjust focus.

WORKING ENVIRONMENT

The work environment requires the individual to walk on uneven ground while in the field. Individual may be exposed to inclement weather, driving on snowy or icy roads, storms, hurricanes, etc.

I have read and understand my position description.

EMPLOYEE'S SIGNATURE

DATE

Position Title: Water Distribution Level I Operator
Department: Utilities
Section: Water Division
Reports to: Water Distribution Leader or Designee
Union: United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union
FLSA Status: Non-Exempt
Approved By: Local 9411-00/Mayor and Council
Approved Date: Upon execution of contract

SUMMARY

The Water Distribution Level I Operator, under the direct supervision of the Water Distribution Leader or designee, has a basic working knowledge of the distribution system. The Water Distribution Helper assists the Water Distribution Leader or Level III Operator.

ESSENTIAL DUTIES AND RESPONSIBILITIES

1. Performs work according to applicable Federal and State safety regulations as well as Groton Utilities Safety Manual.
2. Assists with sewer mains and sewer laterals with connection to sewer mains; assists in repairing broken sewer and water pipes; unplugs stopped-up sewer mains; conducts routine checks of sewer mains.
3. Assists with installation of water mains and water services.
4. Assists in the construction of manholes.
5. Assists in cutting and chipping brush and trees.
6. Assists in the replacement of highway pavement (both temporary and permanent patch).
7. Presents a courteous and professional manner as a representative of the Department when dealing with the public.
8. Assists Water Distribution Section in installing tapping sleeves and valves under pressure and winterizing fire hydrants.
9. Performs other duties as assigned.

QUALIFICATIONS

Must possess and maintain a Class B, Commercial Driver's License (CDL) (within eighteen (18) months of employment and be able to safely operate assigned vehicles up to the limits of that license. Management reserves the right to waive this requirement for reasons such as medical or at other times when deemed appropriate and on a case by case basis.

Basic knowledge of the water distribution system.

Basic knowledge of the limits and geography of the service area.

Required: State of Connecticut, Department of Public Health Water Distribution Class I Operator's license for 24 months. Recommend: State of Connecticut, Department of Public Health Water Distribution Class I Operator's license.

Water Distribution Level 1 Operator - no license required for Start.

EDUCATION AND/OR EXPERIENCE

Must be a high school graduate or equivalent. Mechanical training desired.

LANGUAGE SKILLS

Ability to respond in a timely manner to common inquiries from customers, regulatory agencies or members of the business community.

Ability to maintain a sense of control under pressure of emergency conditions and be able to work in small groups where teamwork is essential in maintaining the accuracy of work.

Must be able to speak, understand and comprehend the English language.

MATHEMATICAL SKILLS

Basic mathematical skills as related to the water industry.

REASONING ABILITY

Must be able to read and interpret basic plans, drawings, specifications and schematics.

Ability to effectively present information to management.

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. Good physical health. While performing the duties of this job, the employee is frequently required to stand, walk, use hands to finger, handle or operate objects, tools or controls, reach with hands and arms. The employee is occasionally required to sit, climb or balance, stoop, kneel, crouch or crawl, talk and/or hear. The employee must be able to lift a minimum of 50 pounds. Specific vision abilities required by this job include normal eyesight with or without glasses. The individual must be capable of long periods of sitting, standing or walking associated with office or field conditions. Must be able to work in confined areas.

WORK ENVIRONMENT

The noise level in the work environment is usually moderate. The employee may be exposed to inclement weather, traffic, unsafe conditions on customer premises, open excavations, moving

machinery, working in high places, explosive gas, poisonous gas, poisonous plants and/or insects while in the field.

I have read and understand my position description.

EMPLOYEE'S SIGNATURE

DATE

Position Title: Water Distribution Level II Operator
Department: Utilities
Section: Water Division
Reports to: Water Distribution Leader or Designee
Union: United Steel, Paper and Forestry, Rubber, Manufacturing, Energy,
Allied Industrial and Service Workers International Union
FLSA Status: Non-Exempt
Approved By: Local 9411-00/Mayor and Council
Approved Date: May 24, 2010

SUMMARY

The Water Distribution Level II Operator, under the direct supervision of the Water Distribution Leader or designee, may be required to work alone. The Water Distribution Junior has a basic knowledge of the water distribution system and is able to install and maintain sewer and water services. The Water Distribution Level II Operator assists the Water Distribution Level III Operator and may be required to instruct and direct the Water Distribution Level I Operator. May be assigned to assist other Utilities Department sections.

ESSENTIAL DUTIES AND RESPONSIBILITIES

1. Performs work according to applicable Federal and State safety regulations as well as Groton Utilities Safety Manual.
2. Assists with sewer mains and sewer laterals with connection to sewer mains; repairs broken sewer and water pipes; unplugs stopped-up sewer mains; conducts routine checks of sewer mains.
3. Assists with installation of water mains and water services including tapping and installation of corporations.
4. Uses hydraulic sewer-cleaning truck to clean sewer mains.
5. Maintains hydrants and gate valves to ensure proper operating conditions.
6. Constructs manholes and builds masonry meter pits.
7. Assists in cutting and chipping brush and trees.
8. Operates gate valves.
9. Assists in the replacement of highway pavement (both temporary and permanent patch).
10. Uses good judgment and takes responsibility when answering customer complaints, repairing broken water mains and services, handling sewer problems.
11. Presents a courteous and professional manner as a representative of the Department when dealing with the public.

12. Assists Water Distribution Senior in installing tapping sleeves and valves under pressure and winterizing fire hydrants.
13. Must be available for call duty in accordance with relevant procedures in the Union contract.
14. Performs any other less skilled duties as assigned.

QUALIFICATIONS

Must possess and maintain a Class B, Commercial Driver's License (CDL) and be able to safely operate assigned vehicles up to the limits of that license. Management reserves the right to waive this requirement for reasons such as medical or at other times when deemed appropriate and on a case by case basis.

Required: State of Connecticut, Department of Public Health Water Distribution Class II operator's license at 12 months. Recommend: State of Connecticut, Department of Public Health Water Distribution Class III; NEWEA Sewer Collection Class III.

Required: State of Connecticut, Department of Public Health Water Distribution Class II required to advance to Water Distribution Level II Operator Class II, Start. Recommend: State of Connecticut, Department of Public Health, Water Distribution Class II operator's certification; NEWEA Sewer Collection Class III.

Basic knowledge of the Water Distribution System.

Basic knowledge of the limits and geography of the service area.

EDUCATION AND/OR EXPERIENCE

Must be a high school graduate **or** equivalent preferred. Mechanical training desired.

Minimum of two years in same or similar assignment preferred.

LANGUAGE SKILLS

Ability to respond in a timely manner to common inquiries or complaints from customers or members of the business community.

Ability to assist others in technical matters, ability to maintain a sense of control under pressure of emergency conditions and be able to work in small groups where teamwork is essential in maintaining the accuracy of work.

Must be able to speak, understand and comprehend the English language.

MATHEMATICAL SKILLS

Basic mathematical skills as related to the water industry.

REASONING ABILITY

Must be able to read and interpret plans, drawings, specifications and schematics.

Ability to effectively present information to management.

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. Good physical health. While performing the duties of this job, the employee is frequently required to stand, walk, use hands to finger, handle or operate objects, tools or controls, reach with hands and arms. The employee is occasionally required to sit, climb or balance, stoop, kneel, crouch or crawl, talk and/or hear. The employee must be able to lift a minimum of 50 pounds. Specific vision abilities required by this job include normal eyesight with or without glasses. The individual must be capable of long periods of sitting, standing or walking associated with office or field conditions. Must be able to work in confined areas.

WORK ENVIRONMENT

The noise level in the work environment is usually moderate. The employee may be exposed to inclement weather, traffic, unsafe conditions on customer premises, open excavations, moving machinery, working in high places, explosive gas, poisonous gas, poisonous plants and/or insects while in the field.

I have read and understand my position description.

EMPLOYEE'S SIGNATURE

DATE

Position Title: Water Distribution Level III Operator
Department: Utilities
Section: Water Division
Reports to: Water Distribution Leader or Designee
Union: United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union)
FLSA Status: Non-Exempt
Approved By: Local 9411-00/Mayor and Council
Approved Date: Upon execution of contract

SUMMARY

The Water Distribution Level III Operator, under the general supervision of the Water Distribution Leader or designee, may be required to work alone. The Water Distribution Level III Operator has a working knowledge of the distribution system, and when necessary, is capable of performing all of the routine duties of the Water Distribution Section. The Water Distribution Level III Operator makes minor decisions and accepts responsibility for these decisions. The Water Distribution Level III Operator may be assigned to assist other Utilities Department sections.

ESSENTIAL DUTIES AND RESPONSIBILITIES

1. Performs work according to applicable Federal and State safety regulations as well as Groton Utilities Safety Manual.
2. Installs and/or repairs tapping sleeves and valves, insertion valves, mains, hydrants, laterals, services and associated fittings.
3. Maintains watershed areas, cutting trees, brush cutting and fence line.
4. Installs or adjusts sewer manholes, water meter pits and concrete thrust blocks.
5. Operates all pneumatic equipment.
6. Checks sewer manholes to maintain proper flow.
7. Replaces highway pavement (both temporary and permanent patch).
8. Instructs employees in lower classifications in proper use of all tools and equipment in accordance with OSHA and safety manual requirements.
9. Assists the Water Distribution Leader with accurate records of material and time.
10. Uses good judgment and takes responsibility when answering customer complaints, repairing broken water mains and services, handling sewer problems.
11. Presents a courteous and professional manner as a representative of the Department in dealing with the public.

12. Must be available for call duty in accordance with relevant procedures in the Union contract
13. Performs other less skilled duties as assigned.

QUALIFICATIONS

Must possess and maintain a Class B, Commercial Driver's License (CDL) and be able to safely operate assigned vehicles up to the limits of that license. Management reserves the right to waive this requirement for reasons such as medical or at other times when deemed appropriate and on a case by case basis.

Required: State of Connecticut, Department of Public Health Water Distribution Class II Operator's license.

Recommend: State of Connecticut, Department of Public Health Water Distribution Class III; NEWEA Sewer Collection Class III.

Basic knowledge of the Water Distribution System.

Working knowledge of the limits and geography of the service area.

Basic computer proficiency (spreadsheets and word documents).

EDUCATION AND/OR EXPERIENCE

Must be a high school graduate or equivalent preferred. Mechanical training desired.

Minimum of three (3) years in same or similar assigned position preferred.

LANGUAGE SKILLS

Ability to respond in a timely manner to common inquiries or complaints from customers or members of the business community.

Ability to work closely with others in technical matters, ability to maintain a sense of control under pressure of emergency conditions and be able to work in small groups where teamwork is essential in maintaining the accuracy of work.

Must be able to speak, understand and comprehend the English language.

MATHEMATICAL SKILLS

Basic mathematical skills as related to the water industry.

REASONING ABILITY

Must be able to read and interpret plans, drawings, specifications and schematics.

Ability to effectively present information to management.

PHYSICAL DEMANDS

Good physical health. 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. While performing the duties of this job, the employee is frequently required to stand, walk, use hands to finger, handle or operate objects, tools or controls, reach with hands and arms. The employee is occasionally required to sit, climb or balance, stoop, kneel, crouch or crawl, talk and/or hear. The employee must be able to lift a minimum of 50 pounds. Specific vision abilities required by this job include normal eyesight with or without glasses. The individual must be capable of long periods of sitting, standing or walking associated with office or field conditions. Must be able to work in confined areas.

WORK ENVIRONMENT

The noise level in the work environment is usually moderate. The employee may be exposed to inclement weather, traffic, unsafe conditions on customer premises, open excavations, moving machinery, working in high places, explosive gas, poisonous gas, poisonous plants and/or insects while in the field.

I have read and understand my position description.

EMPLOYEE'S SIGNATURE

DATE

Position Title: Water Distribution Leader Operator
Department: Utilities
Section: Water Division
Reports to: Water Operations Manager or Designee
Union: United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union
FLSA Status: Non-Exempt
Approved By: Local 9411-00/Mayor and Council
Approved Date: Upon execution of contract

SUMMARY

The Water Distribution Leader Operator, under the general supervision of the Water Operations Manager or designee, has a working knowledge of all phases of the water distribution system. The Water Distribution Leader Operator directs work crews, makes decisions and accepts responsibility for them. The Water Distribution Leader Operator ensures that all work is carried out in a safe and efficient manner with a minimum of inconvenience to the general public. The Water Distribution Leader Operator instructs and trains employees in the proper and safe work methods. The Water Distribution Leader Operator may be assigned to assist other Utilities Department sections.

ESSENTIAL DUTIES AND RESPONSIBILITIES

1. Performs work according to applicable Federal and State safety regulations as well as Groton Utilities Safety Manual.
2. Directs installation and maintenance of trenches and water and sewer services and mains.
3. Maintains timely and accurate records on material and ensures proper inventory of stock.
4. Operates gate valves and curb boxes.
5. Ensures proper maintenance to equipment.
6. Works and trains employees in conformity to OSHA and other requirements.
7. Must be available for call duty in accordance with relevant procedures in the Union contract
8. Presents a courteous and professional manner as a representative of the Department when dealing with the public.
9. Performs any other less skilled duties as assigned.

QUALIFICATIONS

Required: State of Connecticut, Department of Public Health Water Distribution Class II operator's certification. Recommend: State of Connecticut, Department of Public Health Water Distribution Class III; NEWEA Sewer Collection Class III.

Required: State of Connecticut, Department of Public Health, Water Distribution Class III required to advance to Water Distribution Leader Operator, Top Step.

Basic knowledge of the Water Distribution System.

Knowledge of the limits and geography of the service area.

EDUCATION AND/OR EXPERIENCE

Must be a high school graduate or equivalent preferred. Mechanical training desired.

Minimum of five (5) years in same or similar assigned preferred.

LANGUAGE SKILLS

Follows written work orders and instructions.

Ability to respond in a timely manner to common inquiries or complaints from customers, regulatory agencies or members of the business community.

Ability to work closely with others in developing technical studies and reports, ability to maintain a sense of control under pressure of emergency conditions and be able to work in small groups where teamwork is essential in maintaining the accuracy of work.

Must be able to speak, understand and comprehend the English language.

MATHEMATICAL SKILLS

Competent in mathematical skills as related to the water industry.

REASONING ABILITY

Must be able to read and interpret plans, drawings, specifications and schematics.

Ability to effectively present information to management.

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. Good physical health. While performing the duties of this job, the employee is frequently required to stand, walk, use hands to finger, handle or operate objects, tools or controls, reach with hands and arms. The employee is occasionally required to sit, climb or balance, stoop, kneel, crouch or crawl, talk and/or hear. The employee must be able to lift a minimum of 50 pounds. Specific vision abilities required by this job include normal eyesight with or without glasses. The individual must be capable of long periods of sitting, standing or walking associated with office or field conditions. Must be able to work in confined areas.

WORK ENVIRONMENT

The noise level in the work environment is usually moderate. The employee may be exposed to inclement weather, traffic, unsafe conditions on customer premises, open excavations, moving machinery, working in high places, explosive gas, poisonous gas, poisonous plants and/or insects while in the field.

I have read and understand my position description.

EMPLOYEE'S SIGNATURE

DATE

Position Title: Water Treatment Plant Level I Operator
Department: Utilities
Section: Water Treatment Plant
Reports To: Chief Plant Operator, Water Treatment Plant or Designee
Union: United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union
FLSA Status: Non-Exempt
Approved By: Local 9411-00/Mayor and Council
Approval Date: Upon execution of contract

SUMMARY

The Water Treatment Plant Level I Operator, under the direct supervision of the Chief Plant Operator, Water Treatment Plant or designee, is responsible for general operation of plant on a rotating shift basis and can work with minimum supervision on basic or general duties.

ESSENTIAL DUTIES AND RESPONSIBILITIES

The Water Treatment Plant Level I Operator must possess the required skills to perform all housekeeping duties, general plant operations and assist other operator classifications as directed and perform the following additional duties with minimum supervision:

1. Performs work according to applicable Federal and State safety regulations and maintains conformance with regulatory requirements.
2. Assists in the operation of auxiliary generators, observes and reports to supervisor conditions of the vehicles (lubrication, mechanical maintenance, radio maintenance, and other maintenance required to keep the vehicles in good operating condition).
3. Required to be on emergency call during a declared emergency and on standby duty in case of impending trouble.
4. Makes general inspection of all operating equipment periodically as required.
5. Keeps neat and accurate records of plant operations.
6. Complies with guidelines of MSDS sheets on chemical handling and safely handles chemicals as required.
7. Observes, records and reports weather observations as required by posted schedules.
8. Backwashes filters when required and changes chlorine cylinders with assistance as needed.
9. Performs flocculation and sedimentation basin operations.
10. Washes screens at low lift station.

11. Obtains samples of water at source, plant and system for laboratory analysis and performs basic sample analysis to evaluate Filter Plant treatment (i.e., chlorine, turbidity, color, and pH).
12. Assists in the operation of sludge lagoon facilities.
13. Performs other duties as may be assigned.

After 12 months. The Water Treatment Plant Level I Operator performs the following additional duties with minimum supervision:

14. Coordinates water demand, filter rates and pumping rates manually and via SCADA.
15. Diagnoses trouble within the plant and describe conditions to proper personnel for corrective measures.
16. Records and interprets plants records.
17. Performs all other operator classifications as may be assigned

QUALIFICATIONS

Must possess and maintain a valid driver's license and be able to safely operate a vehicle.

Required: State of Connecticut, Department of Public Health Water Treatment Class I operator's license for 24 months only. Recommend: State of Connecticut, Department of Public Health Water Treatment Class I operator's license for 12 months.

No certification required for Start position.

Must project professionalism and courtesy as a representative of the Department when dealing with the public.

EDUCATION AND/OR EXPERIENCE

High school education or equivalent.

Must have basic mathematics.

Must have basic mechanical training.

Must have computer experience (spreadsheets and word documents).

LANGUAGE SKILLS

Ability to respond in a timely manner to common inquiries or complaints from customers, regulatory agencies or members of the business community.

Must be able to speak, understand and comprehend the English language.

Must be able to respond in writing relative to customer inquiries in a timely manner.

REASONING ABILITY

Ability to apply concepts of basic math.

Good mechanical aptitude.

PHYSICAL DEMANDS

Good physical health. While performing the duties of this job, the employee is frequently required to stand, walk, use hands to finger, handle or operate objects, tools or controls, reach with hands and arms. The employee is occasionally required to sit, climb or balance, stoop, kneel, crouch or crawl, talk and/or hear. The employee must be able to lift chemical loads up to 50 pounds. Must be able to climb ladders and be able to work in confined areas. Specific vision abilities required by this job include close vision, distance vision, peripheral vision, depth perception and the ability to adjust focus. The aforesaid vision requirements can be satisfied with appropriate medically prescribed prescription glasses/lenses when applicable.

WORK ENVIRONMENT

The individual may be exposed to abnormal weather conditions (storms, hurricanes, disasters); working from a ladder inside the plant; working with chlorine, and fluoride chemicals and equipment, working rotating shifts.

I have read and understand my position description.

EMPLOYEE'S SIGNATURE

DATE

Position Description: Water Treatment Plant Level II Operator
Department: Utilities
Section: Water Treatment Plant
Reports To: Chief Plant Operator, Water Treatment Plant or Designee
Union: United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union
FLSA Status: Non-Exempt
Approved By: Local 9411-00/Mayor and Council
Approval Date: Upon execution of contract

SUMMARY

The Water Treatment Plant Level II Operator, under the direct supervision of the Chief Plant Operator, Water Treatment Plant or designee, is responsible for general operation of plant on a rotating shift basis and can work with minimum supervision on basic or general duties.

ESSENTIAL DUTIES AND RESPONSIBILITIES

1. Performs work according to applicable Federal and State safety regulations and maintains conformance with regulatory requirements.
2. Required to be on emergency call during declared emergencies and on standby duty in case of impending trouble.
3. Operates and maintains booster pumping stations and storage systems as directed.
4. Operates sludge lagoon facilities.
5. Assists Water Treatment Plant Level III Operators in lab assignments after being properly trained.
6. Performs all lower classification duties and all other duties as may be assigned.

QUALIFICATIONS

Required: State of Connecticut, Department of Public Health Water Distribution Class I operator's license; State of Connecticut, Department of Public Health Water Treatment Class II operator's license. Recommend: State of Connecticut, Department of Public Health Water Distribution Class II.

Required: State of Connecticut, Department of Public Health Water Treatment Plant Level II Operator 12 month required to advance to DPH Water Treatment Class II operator's license.

Water Treatment Plant Level II Start requires Department of Health Water Treatment Class I Operator's license.

Recommend: State of Connecticut, Department of Public Health Water Treatment Plant Class II operator's license.

Must possess and maintain a valid driver's license and be able to safely operate vehicle.

Must project a polished image of professionalism and courtesy as a representative of the Department when dealing with the public.

EDUCATION AND/OR EXPERIENCE

High school education or equivalent and two years of experience as a Level I Operator.

Training in mathematics, general science and English.

Must have basic mathematics skills.

Must have basic mechanical training.

Must have good computer skills including spreadsheets, word documents and SCADA system.

LANGUAGE SKILLS

Ability to respond in a timely manner to common inquiries or complaints from customers, regulatory agencies, or members of the business community.

Must be able to speak, understand and comprehend the English language.

Must be able to respond in writing to customer inquiries in a timely manner.

Must possess and demonstrate mechanical aptitude.

REASONING ABILITY

Ability to apply concepts of basic math.

Good mechanical aptitude.

PHYSICAL DEMANDS

Good physical health. While performing the duties of this job, the employee is frequently required to stand, walk, use hands to finger, handle or operate objects, tools or controls, reach with hands and arms. The employee is occasionally required to sit, climb or balance, stoop, kneel, crouch or crawl, talk and/or hear. The employee must be able to lift chemical loads up to 50 pounds. Must be able to climb ladders and be able to work in confined areas. Specific vision abilities required by this job include close vision, distance vision, peripheral vision, depth perception and the ability to adjust focus. The aforesaid vision requirements can be satisfied with appropriate medically prescribed prescription glasses/lenses when applicable.

WORK ENVIRONMENT

The individual may be exposed to abnormal weather conditions (storms, hurricanes, disasters); working from a ladder inside the plant; working with chlorine, and fluoride chemicals and equipment working rotating shifts alone.

I have read and understand my position description.

EMPLOYEE'S SIGNATURE

DATE

Position Title: Water Treatment Plant Level III Operator
Department: Utilities
Section: Water Division
Reports To: Chief Plant Operator, Water Treatment Plant or Designee
Union: United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union
FLSA Status: Non-Exempt
Approved By: Local 9411-00/Mayor and Council
Approval Date: Upon execution of contract

SUMMARY

The Water Treatment Plant Level III Operator, under the general supervision of the Chief Plant Operator, Water Treatment Plant or designee, is responsible for the general operation and maintenance of department plants, pump stations, special valves in distribution system (operating altitude valves, pressure reducing, surge relief, etc.) and production equipment in the watershed. The Water Treatment Plant Level III Operator may be required to work as Acting Leader and may work rotating shifts.

ESSENTIAL DUTIES AND RESPONSIBILITIES

1. Performs work according to applicable Federal and State safety regulations and maintains conformance with regulatory requirements and instructs personnel in safety.
2. Directs the operation of reservoirs if assigned.
3. Operates and maintains booster pumping stations, storage systems and operating equipment for water transmission, production and distribution as required.
4. Coordinates water demand, filter rates, and pumping rates manually and via SCADA.
5. Diagnoses and corrects trouble within the plant.
6. Interprets plant records.
7. Performs any lower classification duties and other duties as may be assigned.
8. Required to be on emergency call during declared emergencies and on standby duty in case of impending trouble.

QUALIFICATIONS

Must possess and maintain a valid driver's license and be able to safely operate a vehicle.

Required: State of Connecticut, Department of Public Health Water Distribution Class II Operator's license; State of Connecticut Department of Public Health Water Treatment Plant Class III operator's license.

Recommend: State of Connecticut, Department of Public Health Water Treatment Plant Class IV operator's license.

Ability to maintain composure under pressure or emergency conditions in operation of plant.

Be thoroughly familiar with plant operations.

Must project a professional image and be courteous as a representative of the Department when dealing with the public.

Demonstrates computer proficiencies (spreadsheets and word documents).

EDUCATION AND/OR EXPERIENCE

Four (4) years as an operator or equivalent experience.

High school education or equivalent preferred.

Good computer skills and experience.

LANGUAGE SKILLS

Ability to respond in a timely manner to common inquiries or complaints from customers, regulatory agencies, or members of the business community.

Must be able to speak, understand and comprehend the English language.

Must be able to respond in writing to customer inquiries in a timely manner.

Must possess and demonstrate mechanical aptitude.

REASONING ABILITY

Above average mechanical ability and skill in the use of tools.

Ability to apply concepts of basic math and chemistry.

Good mechanical aptitude.

PHYSICAL DEMANDS

Good physical health. While performing the duties of this job, the employee is frequently required to stand, walk, use hands to finger, handle or operate objects, tools or controls, reach with hands and arms. The employee is occasionally required to sit, climb or balance, stoop, kneel, crouch or crawl, talk and/or hear. The employee must be able to lift chemical loads up to 50 pounds. Must be able to climb ladders and be able to work in confined areas. Specific vision abilities required by this job include close vision, distance vision, peripheral vision, depth perception and the ability to adjust

focus. The aforesaid vision requirements can be satisfied with appropriate medically prescribed prescription glasses/lenses when applicable. Must be able to work with chlorination equipment.

WORK ENVIRONMENT

The reservoir work is usually performed outdoors and individual may be exposed to abnormal weather conditions (storms, hurricanes, disasters); working from a ladder inside the plant; working with chlorine, and fluoride chemicals and equipment.

I have read and understand my position description.

EMPLOYEE'S SIGNATURE

DATE

Position Title: Water Treatment Plant Leader Operator
Department: Utilities
Section: Water Division
Reports to: Chief Plant Operator, Water Treatment Plant or Designee
Union: United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union
FLSA Status: Non-Exempt
Approved By: Local 9411-00/Mayor and Council
Approval Date: Upon execution of contract

SUMMARY

The Water Treatment Plant Leader Operator, under the direct supervision of the Chief Plant Operator, Water Treatment Plant or designee, is responsible for the general operation of the Water Treatment Plant and distribution equipment as required, standpipes, pumping stations and special valve and transmission equipment in watershed. The Water Treatment Plant Leader Operator maintains operating equipment and performs all required laboratory analyses for process control in coordination with the Chief Plant Operator, Water Treatment Plant Operator, directs, instructs and evaluates all operators in lower classifications in the performance of their work. In the absence of the Chief Plant Operator, Water Treatment Plant, the Water Treatment Plant Leader Operator is responsible for the maintenance of all facilities.

ESSENTIAL DUTIES AND RESPONSIBILITIES

1. Performs work according to applicable Federal and State safety regulations as well as Groton Utilities Safety Manual. Conducts safety briefings as required.
2. Instruct personnel in operation and maintenance of booster pumping stations and storage systems and in water sampling for analysis.
3. In the absence of the Chief Plant Operator, Water Treatment Plant directs the operation of reservoirs and wells.
4. Directs and instructs all lower classification personnel in the work related to the Water Treatment Plant.
5. Reviews operating procedures and makes suggestions for improvements to the Chief Plant Operator, Water Treatment Plant.
6. Plans and prepares work schedules; assigns work according to job classifications, recognizes and develops natural abilities of personnel.
7. Reviews proposed plans for construction and improvements with the Chief Plant Operator, Water Treatment Plant and makes suggestions regarding design from an operator's viewpoint.
8. Instructs personnel in the operation and maintenance of auxiliary generators and booster pump stations.

9. Keeps abreast of knowledge of treatment plant methods by research and study and imparts this knowledge to other plant employees.
10. In dealing with the public, presents a professional and courteous image as a representative of the Department.
11. Complies with local, state and federal report filing.
12. Computer proficiency including but not limited to SCADA systems.
13. Performs all other less skilled duties and all other duties as assigned
14. Available for emergency work including but not limited to shift coverage.

QUALIFICATIONS

Must possess and maintain a valid driver's license and be able to safely operate a vehicle.

Required: State of Connecticut, Department of Public Health Water Distribution Class II Operator's license; State of Connecticut, Department of Public Health Water Treatment Class IV operator's license.

An individual must be able to perform each essential duty satisfactory.

Must have mechanical ability and skill in the use of tools.

Must have excellent communication skills when dealing with employees, vendors and the general public.

EDUCATION AND/OR EXPERIENCE

High school education or equivalent, training in mathematics, general science and English preferred.

Mechanical aptitude.

Minimum of six years in same or similar position preferred.

Supervisory training or experience with responsible charge.

LANGUAGE SKILLS

Ability to respond in a timely manner to common inquiries or complaints from customers, regulatory agencies, or members of the business community.

Ability to work closely with others in developing technical studies and reports, ability to maintain a sense of control under pressure of emergency conditions and be able to work in small groups where teamwork is essential in maintaining the accuracy of work.

Ability to speak, understand and comprehend the English language.

Ability to take verbal or written instructions and develop them into detailed plans.

MATHEMATICAL SKILLS

Knowledge of basic math and chemistry.

REASONING ABILITY

Must be able to read and interpret plans, drawings and specifications.

Ability to effectively present information to management.

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. While performing the duties of this job, the employee is frequently required to stand, walk, use hands to finger, handle or operate objects, tools or controls, reach with hands and arms. The employee is occasionally required to sit, climb or balance, stoop, kneel, crouch or crawl, talk and/or hear. The employee must be able to lift chemical bags or containers up to 50 pounds. Specific vision abilities required by this job include normal eyesight with or without glasses. The employee must be able climb ladders and be willing to work in confined areas. The employee must be capable of long periods of sitting, standing or walking associated with office or field conditions.

WORK ENVIRONMENT

The noise level in the work environment is usually moderate. The employee may be exposed to reservoir work during abnormal weather conditions and emergencies (storms, hurricanes, disasters), working from a ladder inside the plant, working with chlorination equipment.

I have read and understand my position description.

EMPLOYEE'S NAME

DATE

APPENDIX C PERMANENT PART TIME EMPLOYEES

Section 1. Probationary Period

A permanent part time employee will be considered probationary during the first twelve (12) months of employment, unless the Employer and the Union agree that circumstances warrant an extension of time.

Section 2. Affiliation with Union/Maximum Number of Permanent Part Time Employees

A permanent part time employee shall be required to affiliate with the Union in accordance with the terms of Article 1 of this Agreement.

Section 3. Work Schedule

Permanent part time employees will normally work twenty (20) hours or less per week. Permanent part time employees will normally be called in or scheduled for a minimum of three (3) hours.

Section 4. Availability of Permanent Part Time Employees

It is the permanent part time employee's responsibility to be available for a minimum of twenty (20) scheduled paid hours per week.

Section 5. Filling of Permanent Part Time Vacancies

Permanent part time employees in each classification will be recognized as a separate occupation group. Permanent part time jobs will be posted and normal posting and bidding will apply. On future postings for all jobs, permanent part time employee seniority will be calculated on a credit for time worked basis in accordance with Section 13 of this Appendix.

Section 6. Wage Rate

Permanent part time employees will be paid at the entry-level hourly rate for their classification. At the sole discretion of the Director of Utilities, permanent part time employees may be paid at other than said entry-level hourly rate.

Section 7. Eligibility to Fill Vacancy for Full Time Position

Permanent part time employees shall not be eligible to apply to fill any vacancy for a period of eighteen (18) months. However, they are eligible to bid a full time vacancy in the job progression series to which they are assigned. The eighteen (18) month restriction on bidding other vacancies will remain in effect (combining permanent part time and full time employment), unless waived at the sole discretion of the Director of Utilities.

Section 8. Benefits

Permanent part time employees will not earn any benefits, other than wages, unless specifically granted to said employees in this Appendix. Further, it is mutually understood and agreed that no

other Articles of this Agreement shall pertain to permanent part time employees, unless specified in this Appendix.

Section 9. Vacation Leave

As regards vacation leave, permanent part time employees shall earn one (1) day [eight (8) hours] for each full one hundred sixty (160) hours worked. Vacation earned in one calendar year shall be used by employees in the following calendar year or be forfeited.

Section 10. Sick Leave

- a. Permanent part time employees will earn sick time at the rate of one half (½) the full time formula as specified in Article 4 of this Agreement.
- b. No sick leave will be granted until the completion of one (1) year of equivalent service.
- c. A medical certificate acceptable to the Employer shall be required:
 - (1) For the fourth (4th) absence and each subsequent absence each calendar year.
 - (2) For any prolonged illness or injury, a medical certificate will be required for every pay week period thereafter, except that one (1) medical certificate is acceptable to cover several weeks if it states that the employee will be unable to work for the specified period of time.
 - (3) For any period of absence consisting of more than three (3) consecutive work days.
 - (4) Failure to provide a medical certificate in accordance with Section 10(c)(1), 10(c)(2), and 10(c)(3) above shall result in the employee not being paid for said absence. In addition, said employee may be subject to additional disciplinary action.
 - (5) The failure of the City to request a medical certificate pursuant to Section 10(c)(1), 10(c)(2), and 10(c)(3) above shall not constitute a waiver by the City of this provision.

Section 11. Insurance Benefits

Permanent part time employees will be offered insurance benefits on an individual basis only equivalent to that of full time employees hired on or after the date of the execution of this Agreement, as specified in Article 17 of this Agreement. However, the Employer shall only pay for fifty percent (50%) of the cost of said insurance benefits. The employee will be responsible for paying the remaining cost of said insurance coverage. The Employer shall have the right to deduct from the employee's pay, on a weekly or monthly basis, the employee's share of his/her insurance coverage. Further, should there be any additional cost to the Employer during the life of this Agreement for said insurance coverage, the employee shall be responsible for the entire cost of any increase.

Section 12. Holidays

Permanent part time employees will earn holiday pay as follows:

- a. Employees will receive six (6) paid holidays -- Christmas Day, New Year's Day, Memorial Day, Independence Day, Labor Day and Thanksgiving Day. Said employees shall be paid for eight (8) hours at their normal hourly rate for the aforesaid holidays.
- b. If employees are required to work on a day recognized by Section 12(a) of this Article as a holiday, they shall be paid one and one half (1 ½) times their regular straight time pay for hours worked, in addition to the regular straight time pay for said holiday.

Section 13. Credit for Time Worked as Permanent Part Time Employee

- a. Any permanent part time employee becoming a full time employee shall receive credit for time worked as a permanent part-time employee as regards all benefits except pension.
- b. Credit for time worked will be calculated by taking the actual number of hours worked for each year of permanent part time employment and adding it together. Total number of hours worked is converted into days and/or weeks and/or months. The employee's service date of permanent employment is adjusted by this figure to establish an "Adjusted Service Date".

Section 14. Classification

There shall be the following permanent part time classification:

- a. Reservoir Patrolman

Section 15. Transfer from Full Time to Permanent Part Time

Existing employees may be transferred to permanent part time positions only upon written request of the employee, providing a need exists, with the approval of the Director of Utilities.

**APPENDIX D MERIT RATING/PERFORMANCE EVALUATION REPORT
LOCAL 9411-00 (UTILITIES)**

Name: _____

Date: _____

Department: _____

Job Title: _____

Purpose of this Employee Evaluation:

To take a personal inventory, to pinpoint weaknesses and strengths and to outline and agree upon a practical improvement program. Periodically conducted, these Evaluations will provide a history of development and progress.

Instructions:

Listed below are a number of traits, abilities and characteristics that are important for success in business. Place an “X” mark on each rating scale, over the descriptive phrase that most nearly describes the person being rated.

Carefully evaluate each of the qualities separately.

Two common mistakes in rating are: (1) A tendency to rate nearly everyone as “average” on every trait instead of being more critical in judgment. The rater should use the ends of the scale as well as the middle, and (2) The “Halo Effect”, i.e., a tendency to rate the same individual “excellent” on every trait or “poor on every trait based on the overall picture one has of the person being rated. However, each person has strong points and weak points and these should be indicated on the rating scale.

ACCURACY is the correctness of work duties performed.

| | | | | |
|------------------------|-----------------------------------|--|--|--|
| Makes frequent errors. | Careless; makes recurrent errors. | Usually accurate; makes only average number of mistakes. | Requires little supervision; is exact and precise most of the time | Requires absolute minimum of supervision; is almost always accurate. |
|------------------------|-----------------------------------|--|--|--|

APTITUDE is the ability to grasp instructions, to meet changing conditions and to solve novel or problem situations.

| | | | | |
|---------------------|---|---|--|--|
| Slow to “catch on.” | Requires more than average instructions and explanations. | Grasps instructions with average ability. | Usually quick to understand and learn. | Exceptionally keen and quick-learning. |
|---------------------|---|---|--|--|

CREATIVITY is talent for having new ideas, for finding new and better ways of doing things and for being imaginative.

| | | | | |
|--|--|--|--|--|
| Rarely has a new idea. Is unimaginative. | Occasionally comes up with a new idea. | Has average imagination; has reasonable number of new ideas. | Frequently suggests new ways of doing things. Is very imaginative. | Continually seeks new and better ways of doing things; is extremely imaginative. |
|--|--|--|--|--|

ATTENDANCE is regular and punctual on a daily basis.

| | | | | |
|--|--|------------------------------|-------------------------------------|--|
| Often absent without good excuse and/or frequently reports for work late | Lax in attendance and/or reporting for work on time. | Usually present and on time. | Very prompt; regular in attendance. | Always regular and prompt. Accepts overtime when needed. |
|--|--|------------------------------|-------------------------------------|--|

HOUSEKEEPING is the orderliness and cleanliness in which an individual keeps his/her work.

| | | | | |
|-----------------------|--|---|---|------------------------------------|
| Disorderly or untidy. | Some tendency to be careless and untidy. | Ordinarily keeps work area fairly neat. | Quite conscientious about neatness and cleanliness. | Unusually neat, clean and orderly. |
|-----------------------|--|---|---|------------------------------------|

DEPENDABILITY is the ability to do required jobs well with a minimum of supervision.

| | | | | |
|--|-------------------------------|---|---|---|
| Requires close supervision; is unreliable. | Sometimes requires prompting. | Usually takes care of necessary tasks and completes with reasonable promptness. | Requires little supervision; is reliable. | Requires absolute minimum of supervision. |
|--|-------------------------------|---|---|---|

INITIATIVE is the degree to which an individual goes out of their way to get a job done; one job is completed, moves to the next job or discusses next step with supervisor.

| | | | | |
|--|--|---|---|---|
| Has poorly defined goals and acts without purpose; puts forth practically no effort. | Sets goals too low. Puts forth little effort to achieve. | Has average goals and usually puts forth effort to reach these. | Strives hard; has high desire to achieve. | Sets high goals and strives incessantly to reach these. |
|--|--|---|---|---|

JOB KNOWLEDGE is the information concerning work duties that an individual should know for a satisfactory job performance.

| | | | | |
|------------------------------------|---|--|---------------------------------|--|
| Poorly informed about work duties. | Lacks knowledge of some phases of work. | Moderately informed; can answer most common questions. | Understands all phases of work. | Has complete mastery of all phases of job. |
|------------------------------------|---|--|---------------------------------|--|

INTERPERSONAL RELATIONS is how an individual works with and assists others.

| | | | | |
|---|--|--|---|---|
| Does not work with others. Distant and aloof. Blunt and antagonistic. | Sometimes tactless. Works with others after asked. Friendly, once known by others. Will join with team when asked. | Warm, friendly, sociable. Agreeable and pleasant. Always part of the team. | Very sociable and outgoing. Always polite and willing to help. Will sometimes be team leader. | Extremely sociable. Inspiring to others. Very polite. Always will be a team player. |
|---|--|--|---|---|

COURTESY is the polite attention an individual gives other people.

| | | | | |
|------------------------------------|---------------------|-------------------------|---|---|
| Blunt. Discourteous. Antagonistic. | Sometimes tactless. | Agreeable and pleasant. | Always very polite and willing to help. | Inspiring to others in being courteous and very pleasant. |
|------------------------------------|---------------------|-------------------------|---|---|

QUANTITY OF WORK is the amount of work an individual does in a workday.

| | | | | |
|-------------------------------------|-----------------------------|---------------------------------|---|----------------------------------|
| Does not meet minimum requirements. | Does just enough to get by. | Volume of work is satisfactory. | Very industrious. Does more than is required. | Superior work production record. |
|-------------------------------------|-----------------------------|---------------------------------|---|----------------------------------|

PRESENTATION OF CITY IMAGE is the image the individual projects as a City of Groton employee to the public.

| | | | | |
|--|---|----------------------------------|---|---|
| Discourteous. Unfriendly; not helpful. Antagonistic. | Approachable; helpful if asked. Sometimes tactless. | Warm. Friendly. Usually helpful. | Very friendly. Always polite. Will go out of way to be helpful. | Extremely sociable. Excellent at establishing good will. Will always go out of way to be helpful. |
|--|---|----------------------------------|---|---|

OVERALL EVALUATION in comparison with other employees with the same length of service on the job.

| | | | | |
|----------------------------|----------------------------------|-----------------------|---------------------------|--------------|
| Definitely unsatisfactory. | Substandard but making progress. | Doing an average job. | Definitely above average. | Outstanding. |
|----------------------------|----------------------------------|-----------------------|---------------------------|--------------|

Please rate the employee on their duties based on the rating key below:

Rating key: 1. Excellent 2. Above Average 3. Fully Competent
 4. Needs Improvement 5. Unsatisfactory

Duties Rating Comments

| | | |
|-----|--|--|
| 1. | | |
| 2. | | |
| 3. | | |
| 4. | | |
| 5. | | |
| 6. | | |
| 7. | | |
| 8. | | |
| 9. | | |
| 10. | | |
| 11. | | |
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| 18. | | |
| 19. | | |
| 20. | | |
| 21. | | |

Areas to focus on:

| |
|----|
| 1. |
| 2. |
| 3. |

APPENDIX E LIST OF POTENTIAL LIGHT DUTY TASKS FROM EXISTING PROGRAM

UTILITIES DEPARTMENT

The following activities may be considered for transitional work for employees in this Department as approved by the Department Head:

- Modified tasks within the employee's permanent position description in compliance with medical restrictions of a treating physician.
- Clean and polish vehicles.
- Maintain, clean and repair equipment and spare parts.
- Perform routine maintenance on vehicles.
- Assist/participate in training.
- Perform general housekeeping.
- Flag person on construction work.
- Drive pickup truck for parts run.
- Perform appropriate clerical tasks.
- Assists in organizing storeroom.
- Answer telephones and dispatch radio messages.
- Organize Departmental records.
- Wash, clean and inspect personal protective equipment.
- Organize and restock track bins.
- Update material safety data sheet files.
- Inspect and clean insulated shotguns and hot sticks.
- Perform other transitional work as required and medically appropriate.

APPENDIX F CITY OF GROTON DENTAL PLAN

DENTAL

Issued By:

**Anthem Health Plans, Inc. d/b/a
Anthem Blue Cross and Blue Shield
370 Bassett Road
North Haven, Connecticut 06473**

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DEFINITIONS

Actively at Work: The term Actively At Work means the employee must work at the employer group's place of business or at such place(s) as normal business requires. The employee must perform all duties of the job as required of a full-time employee working 30 or more hours per week on a regularly scheduled basis. Eligible employees who do not satisfy the criteria, solely due to a health-related reason, are considered Actively At Work for purpose of initial Eligibility under the Benefit Program.

Anthem BCBS: The term Anthem BCBS means Anthem Health Plans, Inc. doing business as Anthem Blue Cross and Blue Shield an independent licensee of the Blue Cross and Blue Shield Association or its agents, representatives, contractors, subcontractors or affiliates.

Benefit Period: The term Benefit Period means the consecutive extent of time for which benefits are payable. Unless otherwise defined as a period of days in the Schedule of Benefits, the Benefit Period shown in the Schedule of Benefits.

Benefit Program: The term Benefit Program and Program means the employee dental benefit plan of the Employer, administered by Anthem BCBS on behalf of the Employer, and described in this Summary Booklet.

C.G.S.: The term C.G.S. means Connecticut General Statutes, as they may be amended from time to time.

Calendar Year: The term Calendar Year means a year beginning on January 1 and ending on December 31 of the same year. The first Calendar Year will begin on the Benefit Program's Effective Date and end on December 31 of the same year.

Coinsurance: The term Coinsurance means the fixed percentage of the Maximum Allowable Amount for Covered Services which the Covered Person is required to pay as shown in the Schedule of Benefits.

Cost Share: The term Cost Share means the amount which the Covered Person is required to pay for Covered Services. When applicable, Cost Shares can be in the form of copayments, Coinsurance and/or Deductibles.

Covered Person: The term Covered Person means an Eligible Person as defined in the Eligibility Section, who has been accepted for membership under this Benefit Program and in whose name a membership identification card is issued.

Covered Service: The term Covered Service means diagnosis, care, treatment or supplies that are:

1. described in this Summary Booklet and listed in the Schedule of Benefits;
2. performed by a Dentist; and
3. not described as exclusions or limitations throughout this Summary Booklet.

Dental Consultant: The term Dental Consultant means a Dentist who has agreed to provide consulting services in connection with a covered dental treatment or service.

Dental Emergency: The term Dental Emergency means acute pain or a condition requiring immediate treatment of the oral condition but does not produce a definitive cure including, but not limited to, any diagnostic and palliative procedures to:

1. stop bleeding;
2. open and clean an infection; and/or
3. relieve pain.

Dentist: The term Dentist means any licensed Dentist (D.D.S., D.M.D.) who is actively engaged in the practice of Dentistry, including but not limited to the following:

1. Endodontist: a Dentist whose practice is limited to treating disease and injuries of the pulp and associated periradicular conditions.

2. Periodontist: a Dentist whose practice is limited to the treatment of diseases of the supporting and surrounding tissues of the teeth.
3. Prosthodontist: a Dentist whose practice is limited to the restoration of the natural teeth and/or the replacement of missing teeth with artificial substitutes.

Dentistry: The term Dentistry (Dental Care) means:

1. the diagnosis and treatment of diseases or lesions of the mouth and surrounding and associated structures;
2. replacement of lost teeth by artificial ones;
3. the diagnosis or correction of malposition of the teeth; or
4. the furnishing, supplying constructing, reproducing or repairing any prosthetic denture, bridge appliance or any other structure to be worn in the mouth; or the placement or adjustment of such appliance or structure in the human mouth.

Dependent: The term Dependent means an Eligible Dependent as defined in the Eligibility Section of this Summary Booklet.

Description of Benefits: The term Description of Benefits means the document which describes for the Employer the Benefit Program.

Effective Date: The term Effective Date means the date upon which the Covered Person is eligible to receive benefits under the Benefit Program as provided in the Eligibility Section.

Eligibility: The term Eligibility means qualifying for coverage according to the Summary Booklet's description of Eligible Person or Eligible Dependent.

Experimental or Investigational: The term Experimental or Investigational means services or supplies which include, but are not limited to, any diagnosis, treatment, procedure, facility, equipment, drugs, drug usage, devices or supplies which are determined in the sole discretion of consultants designated by Anthem BCBS to be Experimental or Investigational. In making its determination, Anthem BCBS will deem a service or supply to be Experimental or Investigational if it satisfies one or more of the following criteria:

1. The service or supply does not have final approval by the appropriate government regulatory body or bodies, or such approval for marketing has not been given at the time the service or supply is furnished; or
2. A written informed consent form for the specific service or supply being studied has been reviewed and/or has been approved or is required by the treating facility's Institutional Review Board, or other body serving a similar function or if federal law requires such review and approval; or
3. The service or supply is the subject of a protocol, protocols or clinical trial study, or is otherwise under study in determining its maximum tolerated toxicity dose, its toxicity, its safety, its efficacy or its efficacy as compared with a standard means of treatment or diagnosis.

Notwithstanding the above, services or supplies will not be considered Experimental if they have successfully completed a Phase III clinical trial of the Federal Food and Drug Administration, for the illness or condition being treated, or the diagnosis for which it is being prescribed.

In addition, a service or supply may be deemed Experimental or Investigational based upon:

1. Published reports and articles in the authoritative medical, scientific and peer review literature; or

2. The written protocol or protocols used by the treating facility or by another facility studying substantially the same drug, device, medical treatment or procedure; or
3. The written informed consent used by the treating facility or by another facility studying substantially the same drug, device, medical treatment or procedure.

Maximum Allowable Amount: The term Maximum Allowable Amount means for each of the following:

1. **Participating Dentist:** Except as otherwise provided by law, an amount agreed upon by Anthem BCBS and a Participating Dentist as full compensation for Covered Services provided to a Covered Person. When applicable, it is the Covered Person's obligation to pay Cost Share as a component of this Maximum Allowable Amount. The amount Anthem BCBS will pay on behalf of Employer for Covered Services will be the Maximum Allowable Amount or the billed charges, whichever is lower.
2. **Non-Participating Dentists:** Except as otherwise required by law, a reasonable amount as determined by Anthem BCBS, after consideration of such industry cost, reimbursement and utilization data and indices, as Anthem BCBS deems appropriate in its discretion, which is assigned as reimbursement for Covered Services provided to a Covered Person or an amount negotiated with a Non-Participating Dentist for Covered Services provided to a Covered Person. The amount Anthem BCBS will pay for Covered Services on behalf of Employer will be the Maximum Allowable Amount or the billed charges, whichever is lower.

It is the Covered Person's obligation to pay Cost Shares as a component of this Maximum Allowable Amount and amounts in excess of the Maximum Allowable Amount. Please note that the Maximum Allowable Amount may be greater or less than the Participating Dentist's or Non-Participating Dentist's billed charges for the Covered Service. Anthem BCBS shall have discretionary authority to establish, as it deems appropriate, the Maximum Allowable Amount under the Benefit Program.

Medically Necessary Care (Medically Necessary or Medical Necessity): The term Medically Necessary Care (Medically Necessary or Medical Necessity) means services, supplies or treatment rendered by a Provider which, in the judgment of Anthem BCBS, is or are:

1. Appropriate for, and consistent with, the symptoms and proper diagnosis or treatment of the Covered Person's condition, illness, disease or injury;
2. Provided for, and consistent with, the proper diagnosis, or the direct care and treatment of the Covered Person's condition, illness, disease or injury;
3. In accordance with all applicable professional and legal standards for the rendition of health care pertaining to the Provider in the State of Connecticut or to the particular services rendered to the Covered Person;
4. The most appropriate supply or level of service that can safely be provided to the Covered Person and which cannot be omitted under the professional standards referenced in 3., above;
5. Not Experimental or Investigational;
6. Not primarily for the convenience of the Covered Person, the Covered Person's family or the Provider; and
7. Not a part of or associated with the scholastic education or vocational training of the patient.

Medicare: The term Medicare means the program of health care for the aged and disabled established by Title XVIII of the Social Security Act of 1965, as amended.

Member: The term Member means either the Covered Person or an Eligible Dependent.

Non-Participating Dentist: The term Non-Participating Dentist means any appropriately licensed Dentist who is not a Participating Dentist under the terms of this Benefit Program.

Open Enrollment Period: The term Open Enrollment Period means the period of time during which an employer group allows employees to select group dental coverage.

Participating Dentist: The term Participating Dentist means any appropriately licensed Dentist designated and accepted as a Participating Dentist by Anthem BCBS to provide Covered Services to Covered Persons under the terms of this Benefit Program.

Plan: The term Plan means any plan which provides benefits or services for hospital, medical/surgical, or other health care diagnosis treatment on a group basis. Examples of group plans include but are not limited to: group or fraternal blanket insurance; group practice; individual practice; other Blue Cross and/or Blue Shield Plans; labor-management trustee plan; union welfare plan; employer organization plan; or employee benefit organization plan.

Prior Authorization (Prior Authorized): The term Prior Authorization (Prior Authorization) means that prior approval has been obtained from Anthem BCBS, which enables a Member to receive benefits for certain Covered Services.

Proof: The term Proof means any information that may be required by Anthem BCBS in order to satisfactorily determine a Covered Person's Eligibility or compliance with any provision of this Benefit Program.

Prosthetic Device: The term Prosthetic Device means any device or appliance replacing one or more missing teeth and/or required associated structures.

Provider: The term Provider means any appropriately licensed or certified health care professional providing health care services or supplies which are Covered Services under the terms of this Benefit Program.

Rider: The term Rider means an additional benefit of this Benefit Program, which has been purchased by the Employer Group.

Summary Booklet: The term Summary Booklet means this document provided to each Covered Person which describes the benefits, terms and conditions applicable to the Benefit Program.

Totally Disabled: The term Totally Disabled means that because of an injury or disease the Covered Employee is unable to perform the duties of any occupation for which the Covered Employee is suited by reason of education, training or experience.

A Dependent will be considered Totally Disabled if because of an injury or disease he or she is unable to engage in substantially all of the normal activities of persons of like age and sex in good health.

Anthem BCBS will determine if a Covered Person is Totally Disabled under the terms of this Benefit Program. The Covered Employee will provide proof of continued disability if Anthem BCBS requests it.

Treatment Plan: The term Treatment Plan means a written report showing the diagnosis and recommended treatment of any dental disease, defect or injury prepared for a Covered Person by a Dentist as a result of any examination made by such Dentist while the Covered Person is covered under this Benefit Program. A Treatment Plan for pre-determination of benefits may be submitted if the anticipated Covered Services in a course of treatment exceed \$200.

ELIGIBILITY

A. **ELIGIBLE PERSON**. An Eligible Person is:

1. a current employee who is employed full time, defined as working at least 30 hours a week on a regularly scheduled basis (unless otherwise mutually agreed upon by Anthem BCBS and the Employer) and who is Actively At Work on the date Eligibility for benefits for Covered Services is to be effective, or
2. a current employee who is not Actively At Work due to a work related injury and the employee is receiving Worker's Compensation benefits under the former employer's Worker's Compensation plan, or

3. a former employee who elects to continue enrollment as required by the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended, or under the Connecticut Continuation Rights, C.G.S. 38a-554, or
4. a retiree of the Employer who meets the Employer's criteria for Eligibility for group coverage, who is entitled to group health coverage under a trust agreement or comparable agreement and who is eligible for benefits for Covered Services under this Benefit Program by mutual agreement of Anthem BCBS and the Employer.

B. **ELIGIBLE DEPENDENT.** An Eligible Dependent is:

1. the lawful spouse of the Eligible Person under a legally valid, existing marriage, or
2. the unmarried, under age 19, Dependent child of the Eligible Person or lawful spouse, including a stepchild, a child legally placed for adoption and a legally adopted child, or
3. the unmarried, under age 19, Dependent child for whom the Eligible Person or lawful spouse has been appointed by the court as legal guardian or for whom the Eligible Person or lawful spouse has been designated as the responsible party under a Qualified Medical Child Support Order (QMCSO), or
4. a newborn infant of a Eligible Person or enrolled Dependent shall be eligible for benefits for Covered Services from birth through age 31 days under the Benefit Program of their parent, subject to any applicable managed care or managed benefits provisions of this Description of Benefits. An infant age 32 days or over who meets the criteria in B.2 or B.3 is eligible for benefits for Covered Services as a Dependent child, or
5. the unmarried, Dependent child or a Eligible Person or lawful spouse who: meets the criteria in B.2 or B.3 above; is under 19 years of age; and is a full-time student at a recognized college, university or trade school for whom Anthem BCBS may require yearly proof of student status. The term recognized college, university or trade school means that the college, university or trade school is accredited by its corresponding trade or professional organization or approved by the Connecticut State Department of Education or Public Health or equivalent licensing departments in other states, or
6. the unmarried, disabled Dependent child of the Eligible Person or lawful spouse. Disabled means that the child is incapable of sustaining employment by reason of physical or mental handicap. The disabled child may continue as a Dependent beyond the age limit set forth in this Benefit Program provided:
 - (a) proof of disability is submitted and accepted by Anthem BCBS within 31 days of the date the child's Eligibility for benefits for Covered Services would have terminated in the absence of such disability for whom Anthem BCBS may require proof of disability no more than annually thereafter; and
 - (b) the child became disabled prior to the age limit for a Dependent child set forth in the Benefit Program under which the child was eligible for benefits for Covered Services; and
 - (c) the child had comparable coverage as a Dependent at the time of application for Eligibility for benefits for Covered Services under this Benefit Program.

The Dependent child age limits shall be extended beyond the aforementioned ages if Anthem BCBS and Employer have mutually agreed upon such an extension.

Qualified Medical Child Support Orders (QMCSO) – A Dependent child may become eligible for benefits for Covered Services as a consequence of a domestic relations order issued by a state court to a divorced parent who is a Covered Person. Enrollment may be required even in circumstances in which the child was not previously enrolled under this Benefit Program and might not otherwise be eligible for coverage. For further information concerning

medical child support orders and the employer's group benefits coordinator or the administrator of the employer group's health care benefits Plan.

C. INITIAL DATE OF ELIGIBILITY AND EFFECTIVE DATE

1. If an annual Open Enrollment Period is mutually agreed to by Anthem BCBS and the Employer, applications from Eligible Persons and their Dependents shall be effective as of the Benefit Program renewal date provided such applications are submitted and accepted by Anthem BCBS in advance of the renewal date. Applications received or accepted after the renewal date shall not be considered until the next annual Open Enrollment Period.
2. Applications from newly Eligible Persons and newly Eligible Dependents may be submitted in advance of the initial date of Eligibility; however, benefits for Covered Services shall not be effective prior to the initial date of Eligibility. Applications received or accepted by Anthem BCBS more than 31 days from the initial date of Eligibility shall not be considered until the next annual Open Enrollment Period.

The initial date of Eligibility of newly Eligible Persons and newly Eligible Dependents are as follows:

- (a) New hires and their Dependents are initially eligible on the first of the month following the employee's completion of 30 days of being Actively At Work (unless a different waiting period has been mutually agreed upon by Anthem BCBS and the Employer).
 - (b) New spouses and new stepchildren are initially eligible the first of the month following the date of the marriage of the new spouse to the Eligible Person provided Anthem BCBS receives an application for coverage. Anthem BCBS must receive an application for coverage within 30 days of the marriage.
 - (c) Newborn children of the Eligible Person or lawful spouse are initially eligible as of the moment of birth. For coverage to continue beyond the first 31 days of life, Anthem BCBS must receive an application for coverage within 31 days of the child's birth.
 - (d) Newly adopted children and children placed for adoption are initially eligible as of the date they enter the household of the Eligible Person or lawful spouse. For coverage to continue beyond the first 31 days following placement, Anthem BCBS must receive an application for coverage within 31 days of placement.
 - (e) Dependent children for whom the Eligible Person or lawful spouse has been appointed by a court of law as legal guardian or the responsible party under a Qualified Medical Child Support Order are initially eligible as of the date the court order is in effect. For coverage to continue beyond the first 30 days following the appointment, Anthem BCBS must receive an application for coverage within 30 days of the date the court order is in effect.
7. A Covered Person shall complete and submit to Anthem BCBS such applications or other forms or statements as Anthem BCBS may reasonably request. A Covered Person guarantees that all information contained therein shall be true, correct and complete to the best of the Covered Person's knowledge and belief and the Covered Person accepts that all rights to benefits under this Benefit Program are conditional upon said guarantees. No statement by the Covered Person in his or her application shall void Eligibility or be used in any legal proceeding unless such application or an exact copy thereof is included in or attached to any evidence of coverage.

D. ELIGIBILITY REQUIREMENTS

1. The Employer agrees that retroactive credits, additions, deletions or refunds must be approved by Anthem BCBS.

2. The Employer agrees upon request to furnish to Anthem BCBS such information as may be required for underwriting review and to permit an audit of employment records by Anthem BCBS representatives to ensure compliance with underwriting requirements.
3. C.G.S. Section 38a-541 requires that when both the Eligible Person and spouse are employed by the same employer and by reason of employment both participate in the group insurance plan, the benefits described in this Summary Booklet will be available to each spouse both as a dependent and as an employee. In no event shall benefits provided under this Benefit Program exceed 100% of charges for covered expenses or services.
4. If the Covered Person is not Actively At Work on the date upon which coverage would otherwise become effective for the Covered Person, the Effective Date of coverage for the Covered Person and Dependents will be deferred until the date that the employee is Actively At Work. Benefits under this Plan for the employee and any Dependents are effective for all Covered Services except those for which a prior fully-insured health plan is responsible to provide.
5. Anthem BCBS has the right to terminate this Benefit Program pursuant to the General Provisions Section of this Summary Booklet if the Employer at any time does not meet the Eligibility Requirements.

SCHEDULE OF ELIGIBILITY

ELIGIBLE DEPENDENTS:

UNMARRIED CHILDREN 19 YEARS AS LIMITING AGE

SCHEDULE OF DENTAL BENEFITS

BENEFITS

Full Service – Full Service Basic Benefits – 100% of the Maximum Allowable Amount

COVERED SERVICES

Oral examination, including Treatment Plan

Bitewing x-rays – 1 series of 2 per Covered Person per Calendar Year

Periapical x-rays

Topical fluoride application for

Covered Persons under age 19 – 2 per Covered Person per Calendar Year

Prophylaxis, including scaling and polishing – 2 per Covered Person per Calendar Year

Relining of dentures – 1 per Covered Person in any 2 consecutive years

Repairs of broken, removable dentures – 1 repair per Covered Person per Calendar Year

Palliative emergency treatment

Routine fillings consisting of silver amalgam

and tooth color materials; including stainless

steel crowns (primary teeth)* - 1 per tooth surface in any consecutive 12 month period

Simple extractions**

Endodontics, including pulpotomy, direct pulp capping and root canal therapy (excluding restoration)

*Payment for an inlay, only or crown will equal the amount payable for a three-surface amalgam filling when the Covered Person is not covered by Rider A – Additional Basic Benefits.

**Payment for a surgical extraction or a hemi-section with root removal will equal the amount payable for a simple extraction when the Covered Person is not covered by Rider A – Additional Basic Benefits.

PARTICIPATING DENTIST BENEFITS

Anthem BCBS will pay on behalf of Employer the lesser of the Participating Dentist's usual charge or the Maximum Allowable Amount as determined by Anthem BCBS. The Participating Dentist will accept Anthem BCBS's payment in full and make no additional charge to the Covered Person except as otherwise specified in this Section.

NON-PARTICIPATING DENTIST BENEFITS

Anthem BCBS will pay on behalf of Employer the Maximum Allowable Amount as determined by Anthem BCBS. The Covered Person is responsible for any difference between the amount paid by Anthem BCBS and the fee charged by the Dentist.

DENTAL BENEFITS

Subject to the Exclusions, Conditions and Limitations and Schedules of Eligibility and Benefits of this Summary Booklet, a Covered Person is entitled to benefits for Covered Services as described in this Dental Benefits Section for Medically Necessary Care when prescribed or ordered by a Dentist. These Dental Benefits apply separately to each Covered Person.

The following provisions apply to the Dental Benefits under this Plan only when reflected on your Schedule of Benefits. Please refer to your Schedule of Benefits to confirm that the following dental services are Covered Services.

A. DENTAL PROVISIONS

The dental services listed in the Schedule of Benefits are subject to the following qualifications:

1. Initial Oral Examination, Diagnosis and Full Mouth Series of X-rays or Panoramic X-ray with or without Bitewings – Anthem BCBS will provide benefits on behalf of Employer once per Covered Person in any three consecutive Calendar Years.
2. Topical Fluoride Application for Covered Persons under age 19, Routine Oral Examination and Prophylaxis – Anthem BCBS will provide benefits on behalf of Employer for two visits per Covered Person per Calendar Year.
3. Bitewing X-rays – Anthem BCBS will provide benefits on behalf of Employer once per Covered Person per Calendar Year for a series of two bitewing x-rays.
4. Periapical X-rays - Anthem BCBS will provide benefits on behalf of Employer.
5. Prophylaxis (cleaning) or Periodontal Maintenance Procedure, including oral hygiene instruction: twice per Covered Person per Calendar Year. Benefits for Covered Services will not be provided for a combination of more than two maintenance procedures in the same Calendar Year.
6. Relining of Dentures – Anthem BCBS will provide benefits on behalf of Employer once per Covered Person in any two consecutive Calendar Years for a denture reline. Anthem BCBS will not provide benefits on behalf of Employer for a denture reline within the first twelve months following placement.

7. Repair of Dentures – Anthem BCBS will provide benefits on behalf of Employer once per Covered Person in any one Calendar Year for a simple denture repair. Anthem BCBS will not provide benefits on behalf of Employer for extensive reconstruction or for the addition of teeth to an existing denture, unless the Covered Person is enrolled in Rider B – Prosthodontics. Anthem BCBS will not provide benefits on behalf of Employer for a denture repair within the first twelve months following replacement.
8. Palliative Emergency Treatment – Anthem BCBS will provide benefits on behalf of Employer for the following services, when rendered on a non-scheduled, emergency basis (not payable when other services are performed on the same date):
 - Placement of sedative dressings;
 - Treatment of acute oral infections;
 - Prescribing of drugs for pain and/or infection;
 - Opening of pulp chamber to relieve pain (not part of endodontic procedure).
9. Fillings – Anthem BCBS will provide benefits on behalf of Employer once per Covered Person per tooth surface in any consecutive twelve-month period.
10. Stainless Steel Crowns – Anthem BCBS will provide benefits on behalf of Employer for stainless steel crowns placed on primary teeth.
11. Endodontics, including Pulpotomy and Direct Pulp Capping and Root Canal Treatment – Anthem BCBS will provide benefits on behalf of Employer for pulpotomy and direct pulp capping but not when a root canal or extraction is performed on the same tooth within three months. Anthem BCBS will provide benefits on behalf of Employer for root canal treatment once per tooth root in a Covered Person’s lifetime.

B. OTHER PROVISIONS

1. If, during the course of treatment, a case is transferred from one Dentist to another Dentist or if more than one Dentist renders services for one procedure, Anthem BCBS will pay on behalf of Employer only the amount it would have paid if one Dentist had rendered the service.
2. Anthem BCBS reserves the right to review any of the service(s) on a submitted claim to determine which service(s) is/are Covered Services, which service(s) is/are eligible for reimbursement and the applicable amount of reimbursement for such Covered Service(s).

DENTAL – ADDITIONAL BASIC BENEFITS (RIDER A)

It is agreed this Benefit Program is amended as follows:

- A. In addition to the services listed in the Schedule of Dental Benefits, Anthem BCBS will provide benefits on behalf of Employer for the following:

| | |
|-------------------------------|------------------------------------|
| Inlays (not part of bridge) | 1 per tooth every 5 Calendar Years |
| Onlays (not part of bridge) | 1 per tooth every 5 Calendar Years |
| Crowns (not part of a bridge) | 1 per tooth every 5 Calendar Years |
| Space Maintainers | |

Oral surgery consisting of:

- Fracture and dislocation treatment;
- Diagnosis and treatment of cyst and abscesses;
- Surgical extractions and impaction; and
- Apicoectomy.

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

Individual crowns, inlays and onlays – Anthem BCBS will provide benefits on behalf of Employer for these procedures only when amalgam or synthetic fillings would not be satisfactory for the retention of the tooth, as determined by Anthem BCBS.

Anthem BCBS will not provide benefits on behalf of Employer for a replacement which is provided less than five years following a placement or replacement which was covered under this Benefit Program. Anthem BCBS will not provide benefits for individual crowns, inlays or onlays placed to alter vertical dimension, for the purpose of precision attachment of dentures, or when they are splinted together for any reason.

- C. If the Covered Person is not covered under this Benefit Program by the Dental Prosthodontics – Rider B, benefits on behalf of Employer will be provided 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. (Anthem BCBS will make that determination on behalf of Employer.):

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 – Benefits will be provided for devices to preserve space due to premature loss of primary teeth, but not for interceptive orthodontic devices. Benefits will be provided for up to two devices per Covered Person per lifetime.

PARTICIPATING DENTIST BENEFITS

Anthem BCBS will pay on behalf of Employer the lesser of 50% of the Dentist's usual charge or 50% of the Maximum Allowable Amount as determined by Anthem BCBS on behalf of Employer. The Participating Dentist will accept the allowance upon which the payment is based as payment in full and will make no additional charge to the Covered Person except for the remaining Coinsurance balance.

NON-PARTICIPATING DENTIST BENEFITS

Anthem BCBS will pay on behalf of Employer 50% of the Maximum Allowable Amount as determined by Anthem BCBS. The Covered Person is responsible for any difference between the amount paid by Anthem BCBS and the fee charged by the Dentist.

Except as amended, this Benefit Program remains unchanged.

EXCLUSIONS, CONDITIONS AND LIMITATIONS

In addition to the exclusions described in this Section, other exclusions and/or limitations found throughout this Summary Booklet are also applicable.

- A. Anthem BCBS will provide benefits on behalf of the Employer only for services: (1) specifically described in this Summary Booklet; (2) rendered or ordered by a Dentist; (3) within the scope of the Dentist's licensure; and (4) which constitutes Medically Necessary Care for the proper diagnosis and treatment of the Member.
- B. Except as specifically provided in this Summary Booklet or in any Rider attached to this Summary Booklet, no benefits will be provided under the Benefit Program for the following:
1. Duplicate Coverage and Other Third Party Liability
 - a. Workers' Compensation or Coverage Provided by Law: No benefits will be provided for services paid, payable or required to be provided under any Workers' Compensation Laws or which, by law, were rendered

without expense to the Member. Anthem BCBS will not enter into any agreement or obligation under which coverage under this Benefit Program is made or is construed to be primary to or in place of any other benefits covered or obtained under a Workers' Compensation Law.

- b. No-Fault: To the extent permissible by law, no benefits will be provided for services paid, payable or required to be provided as Basic Reparations Benefits under C.G.S. Section 38a-365(a) or similar benefits under any other No-Fault Automobile Insurance Law.
- c. An uninsured motorist will be considered to be self-insured. Anthem BCBS will not be required to extend benefits which are required to be provided under any No-Fault Automobile Insurance Law to the extent permissible by law.
- d. Duplicate Coverage: If the Member is enrolled in another Plan, benefits will be subject to the Coordination of Benefits provisions of this Summary Booklet.
- e. Right of Recovery: To the extent permissible by law, Anthem BCBS shall have a right of reimbursement for benefits provided under the terms of this Benefit Program where the Member exercises rights of recovery against third parties. The Member shall execute and deliver such instruments and take such other actions as Anthem BCBS shall require to implement this provision. The Member shall do nothing to prejudice the rights given to Anthem BCBS by this provision without its consent.
- f. Medicare: If a Member is eligible for Medicare, and still covered under this Benefit Program, Anthem BCBS will provide the benefits of this Benefit Program, except as required by law. However, these benefits will be reduced to an amount which, when added to the benefits received pursuant to Medicare, may equal, but not exceed the actual charges for services covered in whole or in part by either this Benefit Program or Parts A and B of Medicare.

Services Specifically Excluded: Anthem BCBS will provide on behalf of the Employer only the benefits which are described in this Summary Booklet. Benefits which are not provided include, but are not limited to:

- 1. House calls;
- 2. Any services for or related to the diagnosis, care or treatment of temporomandibular joint Dysfunction (TMJ or TMD);
- 3. Orthognathic surgery;
- 4. Use of any Experimental or Investigational diagnosis, treatment, procedure, facility, equipment, drugs, drug usage, devices or supplies. Any service associated with or as follow-up to any of the above is not a Covered Service;
- 5. Replacement of Prosthetic Devices due to loss or theft;
- 6. Application of sealants, regardless of reason unless otherwise specified. If the policy specifies coverage, sealants will only be covered on non-carious, permanent first and second molars;
- 7. General anesthesia (deep sedation) and intravenous sedation;
- 8. Any hospital or inpatient facility fee resulting from services performed in a hospital or inpatient facility;

9. Cosmetic surgery or services performed solely to improve appearance and not designed to restore body function or to correct deformity resulting from the treatment of malignancy or physical trauma;
10. Any services for or related to a self-inflicted injury;
11. Any services for or related to an injury or condition for which benefits exist under Worker's Compensation or occupational disease;
12. Any services for or related to a dental treatment which is provided by a federal or state agency;
13. Benefits for services resulting from war or any act of war, whether declared or undeclared, or while in the armed forces of any country;
14. Benefits for services which are covered under Medicare or the Social Security Act;
15. Any service or supply performed without functional or pathological need;
16. Myofunctional therapy;
17. Removal of third molar (wisdom teeth) where there is no evidence of disease;
18. Any supplies intended for home use (e.g. toothbrush, dental floss, mouthwash, irrigators);
19. Any services received from a dental or medical department maintained by an employer, a mutual benefit association, labor union, trustee or other similar person or group;
20. Any services for which the Member incurs no liability, or which are services of a type ordinarily performed by a physician (M.D.), or charges which would not have been made if insurance was unavailable;
21. Any services related to congenital malformations, deformities and deficiencies;
22. Any services, treatment or supplies furnished by or at the direction of any government, state or political subdivision.
23. Lost or stolen dentures or denture duplication;
24. Gold foil restorations;
25. Temporary appliances and services such as tooth preparations, temporary fillings, bridges and dentures and temporary crown, except as provided in the Dental Benefits;
26. Any services, as determined by Anthem BCBS on behalf of Employer, that are rendered in a manner contrary to accepted dental practice;
27. Any services which are performed due to occlusal wear, erosion, abrasion, and/or surface defects of the teeth or to alter or correct vertical dimensions;
28. Implants and/or crowns and fixed bridgework placed on implants;
29. Pins, fillings, build-ups and/or post and cores which are placed under crown or bridge abutments;
30. Any services rendered by a Dentist to himself or herself or services rendered to his or her immediate family including parents, spouse and children;

31. Extensive reconstruction to denture bases involving any attachments and/or complete rebasing;
32. Replacement of fixed or removable Prosthetic Devices which are less than five years old (if Plan specifies coverage for prosthodontics);
33. Prescription drugs;
34. Services or procedures which are not completed prior to the submission of the claim;
35. Periodontal splinting or crowns splinted together for any reason;
36. Space maintainers for any reason other than premature loss of primary teeth;
37. Charges made by other than a Dentist or for dental treatment by other than a Dentist, except in the event of cleaning or scaling of teeth which are performed by a licensed dental hygienist and such treatment is furnished under the supervision and direction of a Dentist;
38. Charges incurred while the Member was not covered under the Benefit Program;
39. Any dental services payable under any other coverage provided under this Benefit Program, or under any other Plan provided by Anthem BCBS or employer of the Member or Dependent in respect to whom such expenses would have otherwise been covered dental benefits under this Benefit Program;
40. Charges incurred for the failure to keep a scheduled appointment with the Dentist;
41. Instruction for oral care such as hygiene or diet;
42. Charges by a Dentist for completing dental forms;
43. Tooth implantation or re-implantation;
44. Tissue biopsy;
45. Surgical repositioning;
46. Vestibuloplasty;
47. Excision of bone tissue;
48. Surgical incisions;
49. Diagnostic casts and photographs;
50. Removable and fixed appliances to control harmful habits (i.e. thumb sucking, tongue thrusting);
51. Occlusal adjustments; or
52. Any items or procedures not specifically listed in this Benefit Program.

Any exclusion above will not apply to the extent that:

1. Coverage is specifically provided by name in this Plan; or

2. Coverage of the charges is required under any law that applies to the coverage.

In addition to the list of dental benefit exclusions above, the following exclusions also apply:

Except as otherwise provide for in this Benefit Program, Anthem BCBS will not provide benefits on behalf of the Employer for services or procedures performed or ordered by a Provider: (1) without regard for specific clinical indications; (2) routinely for groups or individuals; or (3) which are performed solely for research purposes.

Anthem BCBS will not provide benefits for services rendered by a Provider to himself or herself or for services rendered to his or her immediate family including parents, spouse and children.

Anthem BCBS will not provide benefits for any and all expenses related to cosmetic surgery or procedures performed primarily to improve appearance and not designed to restore body function or to correct deformity resulting from the treatment of malignancy or physical trauma; unless otherwise determined by Anthem BCBS to be Medically Necessary.

Anthem BCBS will not provide benefits for services and supplies which are Experimental or Investigational. Such services or supplies shall include but not be limited to any diagnoses, treatment, procedure, facility, equipment, drugs, drugs usage, devices or supplies which are determined in the sole discretion of consultant(s) designated by Anthem BCBS to be Experimental or Investigational.

Anthem BCBS will not provide benefits for services and supplies (meaning any treatment, procedure, facility, equipment, drugs, drug usage, devices, or supplies) requiring federal or other governmental agency approval not granted at the time services were rendered.

Anthem BCBS will not provide benefits for services or procedures which have become obsolete or are no longer medically justified as determined by appropriate medical specialties.

No benefits will be provided for Covered Services rendered before the Member's Effective Date under this Benefit Program.

If subject to an approved Treatment Plan in the Schedule of Benefits, only services rendered in accordance with the Treatment Plan are Covered Services.

No benefits will be available for maintenance care which is (1) treatment provided for the Member's continued well-being by preventing deterioration of the Member's chronic clinical condition; and (2) maintenance of an achieved stationary status which is a point where little or no measurable objective improvement in musculo-skeletal function is effectuated despite therapy.

Reimbursement of benefits for procedures billed under unspecified Physician's Current Procedural Terminology (CPT) or Dentist's American Dental Association (ADA) codes will be denied.

Anthem BCBS is not obligated for reimbursement of expenses for Covered Services which the Member is not legally required to pay.

EFFECT OF MEDICARE

Covered Services will be changed for any person while eligible for Medicare.

1. Except for, if applicable, any Optional Schedule for Dental Benefits Anthem BCBS will not provide benefits for services rendered to a Member after the last day of the month preceding the month in which he or she reaches age 65, if at the time such services were rendered the Member was eligible to be a beneficiary of Medicare, unless otherwise required by law.
2. Benefits payable under this Benefit Program for services rendered to a Member who, at the time such services were rendered, was a beneficiary of Medicare, will be reduced to an amount which, when added to the benefits

received pursuant to Medicare, may equal, but not exceed, the actual charge for services covered in whole or in part by either this Benefit Program or Parts A and B of Medicare unless otherwise required by law.

COORDINATION OF BENEFITS

All benefits provided under this Benefit Program are subject to Coordination of Benefits as described in this Section.

Definitions

In addition to the defined terms listed in the Definitions Section of this Summary Booklet, the following terms and amendments also apply:

Claim Determination Period: The term Claim Determination Period means a Calendar Year. This period will not begin before or extend after the period in which a Member was covered by this Benefit Program.

Covered Service: For the purposes of this Section, the meaning of Covered Service is amended to include services covered in whole or in part under any Plan in which a Member is enrolled. The reasonable cash value of each Covered Service will be deemed the benefit. Benefits payable under other Plans include benefits that would have been payable if a claim had been made.

Plan: For the purposes of this Section, the meaning of Plan is amended to include a description of how it is applied. The term Plan is applied separately, with respect to each arrangement for benefits or services and to that portion of any arrangement which reserves the right to take the benefits or services of other Plans into consideration, in the determination of benefits, whole or in part.

CONDITIONS AND RULES FOR COORDINATION OF BENEFITS

A. For Covered Services received during any Claim Determination Period, payable under this Benefit Program and any other Plan, the following conditions apply:

1. Anthem BCBS will reduce its benefit payment under the Benefit Program by the amount in which payable benefits exceed the charges for Covered Services.
2. If another Plan contains a provision of coordination of its benefits with this Benefit Program such that the benefits of this Benefit Program are to be determined first, Anthem BCBS will pay benefits on behalf of the Employer according to this Benefit Program rules without regard to the other Plan's benefits.
3. Benefits are payable first, according to the following rules, when the benefits of a Plan cover a Member as:
 - a. other than a Dependent.
 - b. as a Dependent of a person whose date of birth, month and day, excluding year of birth, occurs earlier in the Calendar Year. If both parents have the same birthday, the benefits of the Plan which covered the parent longer are determined before those of the Plan which covered the other parent for a shorter period of time.

The use of the earlier birthday will apply except when the Member is a child Dependent of divorced or separated parents in which a court decree or custody overrides this rule.

- c. as the child Dependent of a Member to which a court decree places the financial responsibility for medical, dental and other health care.
- d. as the child Dependent of a Member with custody of the child, in the event of no court decree and no remarriage of the Member.
- e. as the child Dependent of a Member with custody who has remarried, the following benefit priority applies: the Member (parent with custody), the stepparent (spouse of Member with custody); then the parent without custody.

4. When the determination for payment of benefits cannot be clearly made based on rules 3.a. through e. above, the following rule of duration applies:

Benefits are payable first under this Benefit Program if the benefits of this Summary Booklet covered the Member whose expense the claim is based on for the longer period of time, except when this Benefit Program covers Members who are laid-off or retired.

5. If another Plan has no provision relating to the order of benefit determination, the benefits under that Plan will be determined before the benefits under this Benefit Program. If another Plan does contain rules relating to the order of benefit determination, but such rules do not establish the same order of benefit determination rules as this Benefit Program, then the benefits under that Plan will be determined before the benefits under this Benefit Program, unless under the benefit determination rules of both this Benefit Program and that Plan, the Benefit Program's benefits are determined first. If another Plan provides that its benefits are "excess" or "always secondary" and if this Benefit Program is determined to be secondary under this Benefit Program's coordination of benefit provisions, the amount of benefits payable under this Benefit Program shall be determined on the basis of this Benefit Program being secondary.

RIGHT TO RECEIVE AND RELEASE NECESSARY INFORMATION

Information is obtained or released in the determination and implementation of the Coordination of Benefits Section of this Benefit Program, or that of another Plan. Anthem BCBS may, without notice to the Member and without the Member's consent, release or obtain information which Anthem BCBS feels is necessary from another Plan, organization, or person. Any Member claiming benefits under this Benefit Program must furnish information to Anthem BCBS that Anthem BCBS determines it necessary for the Coordination of Benefits.

FACILITY OF PAYMENT

Whenever payments should have been made under this Benefit Program in accordance with this provision, but the payments have been made under another Plan, Anthem BCBS has the right to pay on behalf of the Employer to those organizations making the other payments any amounts Anthem BCBS determines to be warranted to satisfy the intent of this provision. Amounts paid will be deemed to be benefits paid under this Benefit Program and to the extent of the payment for Covered Services, Anthem BCBS will have fully discharged its obligations on behalf of the Employer under this Benefit Program.

RIGHT OF RECOVERY

1. Whenever Anthem BCBS has made payments on behalf of the Employer for Covered Services in excess of the Maximum Allowable Amount of payment necessary at that time to satisfy the intent of this provision, irrespective of to whom paid, Anthem BCBS has the right to recover the excess payment from one or more of the following: any persons to or for whom such payments were made, any insurance companies or any other organizations.
2. The Covered Employee personally and on behalf of his or her Dependents will, upon request, execute and deliver such documents as may be required and do whatever else is necessary to secure Anthem BCBS's rights to recover excess payments. The Covered Employee's failure to comply may result in a withdrawal of benefits already provided or a denial of benefits requested.

GENERAL PROVISIONS

BENEFITS TO WHICH MEMBERS ARE ENTITLED

1. Anthem BCBS's sole obligation is to administer, on behalf of the Employer, the benefits specified in this Benefit Program.

2. No person other than a Member is entitled to receive benefits under the Benefit Program. All benefits (including payments) due or to become due are personal to the Member and are not assignable or transferable by the Member to any other person.
3. Benefits for Covered Services specified herein will be provided only for services and supplies that are rendered by a Provider and regularly included in such Provider's charges.

RECORDS OF MEMBERS ELIGIBILITY AND CHANGES IN MEMBER ELIGIBILITY

1. Clerical errors or reasonable delays in recording or reporting dates will not invalidate coverage which would otherwise be in force or continue coverage which would otherwise terminate.

TERMINATION OF MEMBER'S COVERAGE UNDER THE BENEFIT PROGRAM

1. A Dependent child will cease to be covered under this Benefit Program on the first of the month following the month in which he or she:
 - a. marries; or
 - b. is no longer dependent on the Covered Employee for support; or
 - c. reaches the limiting age allowed under the Benefit Program unless the child is physically or mentally handicapped; or
 - d. reaches the limiting age allowed for a full-time student at a recognized college, university or trade school; or whichever event occurs first.

It is the sole responsibility of the Covered Employee to notify Anthem BCBS of any change in a Dependent's status.

2. A Dependent spouse will cease to be covered under this Benefit Program upon the first day of the month following a divorce or annulment.
3. Termination of the Agreement between Employer and Anthem BCBS automatically terminates all of the Covered Person's coverage in accordance with the terms of said Agreement.

CONTINUATION OPTIONS

Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) P.L. 99-272

1. Members in groups subject to the Consolidated Omnibus Budget Reconciliation Act of 1985, P.L. 9-272 (COBRA) may continue membership in this Benefit Program to the extent permitted by law. The Employer is responsible for notifying the Member regarding whether the Employer or Anthem BCBS will be administering the program. Coverage shall also be available to a child born to or placed for adoption with the Member while the Covered Person is continuing coverage pursuant to COBRA.
 - a. Continuation of coverage for up to 36 months shall be available for an enrolled Dependent following:
 - (i) The death of the Covered Person;
 - (ii) The legal separation or divorce from the Covered Person;
 - (iii) The Covered Person's entitlement for Medicare;

- (iv) The attainment of the limiting age for an enrolled Dependent child or student.
- b. Continuation of coverage for up to 18 months shall be available to a Covered Person and his or her enrolled Dependents following:
 - (i) The Covered Person's reduction in work hours;
 - (ii) The Covered Person's voluntary resignation;
 - (iii) Lay-off or termination of the Covered Person for any reason (other than gross misconduct).
- 2. An additional 11 months shall be available to a Covered Person and an enrolled Dependent who is; determined to be disabled under Title II or Title XVI of the Social Security Act at the time he or she becomes eligible for extended continuation of coverage under COBRA, or become disabled at any time during the first 60 days of COBRA continuation coverage. The Covered Person or enrolled Dependent must provide notice of the disability determination to Anthem BCBS not later than 60 days after the date of the Social Security Administration's determination and before the end of the initial 18 months of COBRA continuation coverage.

If it is determined that the Member is no longer disabled, the extended continuation of coverage period can be terminated on the first of the month following 30 days after the final determination notice.

The continuation of coverage must be equal to the benefits available to currently employed Covered Persons. A Member who is eligible for continuation of coverage must be provided with at least 60 days in which to elect such coverage. A Member's Eligibility for such continuation of coverage ends earlier than the above periods if:

- a. The Member becomes eligible for benefits under another group health plan as a result of employment, re-employment, or marriage, except when the new plan contains any exclusion or limitation relating to any pre-existing condition of the Member; or
- b. The premium for continuation of coverage is not paid on time; or
- c. The Member becomes entitled to Medicare benefits; or
- d. The Employer no longer provides group health coverage for any of its employees.

NOTICE OF CLAIM

- 1. Anthem BCBS will not be obligated to process on behalf of Employer any claim for benefits for Covered Services under the Benefit Program unless proper notice is furnished to Anthem BCBS that Covered Services have been rendered to a Covered Person. Written notice must be given within 60 days after completion of the Covered Services. The notice must include the data necessary for Anthem BCBS to determine benefits. An expense will be considered incurred on the date service or supply was received.
- 2. Failure to give notice to Anthem BSBS within the time specified will not reduce any benefit if it is shown that the notice was given as soon as reasonably possible, but in no event will Anthem BCBS be required to accept notice more than two years after Covered Services are received.

RELEASE OF INFORMATION AND CONFIDENTIALITY

Anthem BCBS recognizes the importance of protecting the confidentiality of the Member's medical records. Members may be requested to furnish to Anthem BCBS any information relating to an illness, injury, diagnosis or treatment for which benefits are claimed under this Benefit Program. Anthem BCBS will specify and may be required to specify the

nature of the information. Such information shall include, but is not limited to any medical records and medical information including: psychiatric, psychological, nervous mental, substance abuse (e.g. alcohol and drug abuse) and confidential HIV and HIV related information. By obtaining membership under this Benefit Program, the Member agrees to furnish such information to Anthem BCBS and consents to the release of such information and any other information that he or she may have in his or her possession to other entities or persons as may be deemed necessary by Anthem BCBS. Anthem BCBS may have to furnish such information to other entities and persons. Such entities or persons may include, but are not limited to: agents, representative, contractors, subcontractors or affiliates. Before such information is furnished, a receiving person or entity must first agree to keep this information confidential. Generally, a written confidentiality statement will be obtained from such person or entity. The reasons for the disclosure of such information to other entities or persons may include the following: as it relates to an illness, injury, diagnosis or treatment; it is necessary in connection with administering the provisions of this Benefit Program; for use in bona fide medical research and education; for medical, financial or provider auditing, or such other auditing as may be legally required; or it is deemed necessary by Anthem BCBS. When requested, the Member shall furnish to Anthem BCBS any required authorization to enable Anthem BCBS to administer the provisions of this Benefit Program.

LIMITATION OF ACTIONS

No legal action may be taken to recover benefits within 60 days after Notice of Claim has been given as specified above. No legal proceeding may be brought under the Benefit Program after a two-year period from the date services are received.

PAYMENT OF BENEFITS

1. Anthem BCBS is authorized to make payments on behalf of Employer directly to Providers furnishing Covered Services for which benefits are provided under the Benefit Program. However, except as otherwise provided for in any participating agreement, Anthem BCBS reserves the right to make payments on behalf of Employer directly to either the Covered Person or the Covered Employees at Anthem BCBS's discretion. In the absence of a participating agreement, and one parent or custodian who has custody of a minor child Dependent, Anthem BCBS will make payments on behalf of Employer to that custodial parent or custodian in accordance with C.G.S. Section 46b-84(c).
2. Once Covered Services are rendered by a Provider, Anthem BCBS will reject the Member's request not to pay the claims submitted by the Provider. Anthem BCBS will have no liability to any person because of its rejection of the request.
3. The Member must advise the Provider that he or she is covered under the Benefit Program when arrangements for services are made or as soon as reasonably possible thereafter.
4. Anthem BCBS will not routinely issue a benefit payment on behalf of the Employer under the Benefit Program of less than \$1.00 except upon written request from the Member.
5. Whenever Anthem BCBS has made payments for Covered Services on behalf of the Employer either in error or in excess of the Maximum Allowable Amount of payment necessary to satisfy the provisions of the Benefit Program, irrespective of to whom paid, Anthem BCBS has the right on the behalf of the Employer to recover these payments from one or more of the following: any persons to or for whom such payments were made, any insurance companies or any other organizations. Anthem BCBS's right to recover may include subtracting from future benefit payments the amount Anthem BCBS has paid in error or in excess. The Covered Person personally and on behalf of his or her Dependents will, upon request, execute and deliver such documents as may be required and do whatever else is necessary to secure Anthem BCBS's right on behalf of the Employer to recover any erroneous or excess payments.

MEMBER/PROVIDER RELATIONSHIP

1. The choice of a Provider Network is solely the Employers'.
2. The choice of a Provider is solely the Member's.

3. Anthem BCBS does not furnish Covered Services, but only provides benefits on behalf of Employer for Covered Services received by Covered Persons. Anthem BCBS is not liable for any act or omission of any Provider. Anthem BCBS administers the Benefit Program for Employer and has no responsibility for a Provider's failure or refusal to render Covered Services to a Member.
4. The use or non-use of an adjective such as "Participating" or "Non-Participating" in modifying the term Provider is not a statement as to the ability of the Provider.
5. Anthem BCBS does not make medical judgments. Anthem BCBS only administers the benefits available under this Benefit Program on behalf of Employer.
6. Anthem BCBS's sole obligation is to administer the Benefits Program in accordance with the agreement between Anthem BCBS and Employer. No action at law based upon or arising out of the Provider-patient relationship will be maintained against Anthem BCBS.

AGENCY RELATIONSHIPS

The Employer is the agent of the Member, not Anthem BCBS.

MEMBER RIGHTS

A Member shall have no rights or privileges except as specifically provided in this Benefit Program.

MEMBER APPEAL/GRIEVANCE PROCESS

Appeal/Grievance Process for Utilization Review Determinations

The Appeal/Grievance process applies to any utilization review determination under this Benefit Program including, but not limited to, pre-certification, Prior Authorization or concurrent review. It is available to the Covered Person, the provider of record or provider, or to the duly authorized representative of the Covered Person.

Level I, the Complaint

The first step in the Appeal/Grievance process for utilization review determinations is to contact Member Services/Customer Service. When a Complaint is filed requesting a review of a utilization review determination, the Complaint determination will be communicated as appropriate within 30 days from the date the required information or documentation on the Complaint is received.

Level II, the Appeal

If the Complaint has not been satisfied by following the steps in Level I above, an Appeal review may be requested. The Appeal review request must be sent in writing within 60 days from the date of the notice of the determination made at Level I, the Complaint. The Appeal reviewed request should be mailed to:

**Anthem Blue Cross and Blue Shield
Appeal Committee
370 Bassett Road
P. O. Box 1038
North Haven, Connecticut 06473**

Level III, the Grievance

If the Appeal for a utilization review determination is not satisfactory, a Grievance review may be requested. The Grievance review request must be sent in writing to the Grievance Committee within 60 days from the date of notice of

the determination made at Level I, the Appeal. At this time, an in-person presentation, telephonic conference, video conference or conference via other form of acceptable technology may be requested and should be noted in the Grievance request if desired. The written Grievance request should be mailed to:

**Anthem Blue Cross and Blue Shield
Grievance Committee
370 Bassett Road
P. O. Box 1038
North Haven, Connecticut 06473**

During this review process, information regarding rights to make an in-person Grievance presentation, telephonic conference or conference via other form of acceptable technology will be provided.

A written Appeal review request or written Grievance review request should include copies of any additional documentation supporting the Appeal or Grievance.

An Appeal or Grievance determination will be communicated as appropriate in writing within 30 days from the date the required information or documentation on the Appeal or Grievance is received. The determination shall state the decision; the reason for the decision with a citation to provisions of the Benefit Program on which the decision was based, if applicable; and general information about the next step in the Appeal or Grievance process.

In the event of an emergency or life-threatening situation, or when a Covered Person is denied benefits for an otherwise Covered Service on the grounds that it is Experimental and the Covered Person has been diagnosed with a condition that creates a life expectancy of less than two years, an expedited Complaint, Appeal or Grievance review may be requested. A determination will be issued within one (1) business day of receipt of the required documentation on the Complaint, Appeal or Grievance.

After the completion of the previous steps, a Covered Person, the provider of record or provider, or the duly authorized representative of a Covered Person of a self-insured governmental health plan which is not subject to ERISA, may seek information (including the application) regarding an external appeal process administered by the Connecticut Department of Insurance by contacting the State of Connecticut Insurance Department, P. O. Box 816, Hartford, CT 06412 or by calling (860) 297-3910.

This request for an external appeal must be received by the Insurance Department within 30 days from receiving the final, written Grievance determination.

Appeal/Grievance Process for Non-Utilization Review Determinations

This Appeal/Grievance process applies to any non-utilization review determination under this Benefit Program including, but not limited to, Eligibility for benefits, coverage of claims, claim processing and care provided. It is available to the Covered Person, the provider of record or provider, or to the duly authorized representative of the Covered Person.

The Appeal/Grievance process for a non-utilization review determination has time frames for completion which differ from those regarding a utilization review determination. All 3 levels of the Appeal/Grievance process must be completed within 60 days from the date a member files the Level I Complaint, unless the member requests an extension. The filing of a Complaint, Appeal or Grievance for a non-utilization review determination may be communicated orally, electronically or in writing.

Level I, the Complaint

Since most questions concerning this Benefit Program can be resolved informally, the first step in the Appeal/Grievance process for non-utilization review determinations is to contact Member Services/Customer Service. Upon completion of the Complaint review, the determination will be communicated as appropriate.

Level II, the Appeal

If the Covered Person is not satisfied with the Complaint decision, at that time, an Appeal review may be requested. If written, the Appeal review request should be mailed to:

**Anthem Blue Cross and Blue Shield
Appeal Committee
370 Bassett Road, P. O. Box 1038
North Haven, Connecticut 06437-4201**

Level III, the Grievance

If the Covered Person is not satisfied with the Level II Appeal decision, a Grievance review may be requested. At that time, an in-person presentation, telephonic conference, video conference or conference via other form of acceptable technology may be requested. If written, the Grievance review request should be mailed to:

**Anthem Blue Cross and Blue Shield
Grievance Committee
370 Bassett Road, P. O. Box 1038
North Haven, Connecticut 06437-4201**

During this review process, information regarding rights to make an in-person Grievance presentation, telephonic conference or conference via other form of acceptable technology will be provided.

An Appeal review request or Grievance review request should include any additional documentation supporting the Appeal or Grievance. If the Covered Person cannot provide the additional information or documentation within the 60 day time frame to complete all three levels of the Appeal/Grievance process, the Covered Person may request an extension to do so.

An Appeal or Grievance determination will be issued in writing within the required 60-day time frame for completion of all 3 levels of the Appeal/Grievance process, unless the Covered Person requests an extension. The determination shall state the decision; the reason for the decision with a citation to provisions of the Benefit Program on which the decision was based, if applicable; and general information about the next step in the Appeal or Grievance process.

APPENDIX G THE CITY OF GROTON MEDICAL PLAN

| | | Plan Change Option | HSA Plan Option |
|--|--|--------------------------------------|---------------------------------|
| Type of Plan | | PPO | PPO |
| Referrals required | | No | No |
| <u>In Network</u> | | | |
| Deductible | | NA | \$2000/\$4000 |
| Coinsurance | | NA | 100% |
| OOP Maximum | | \$5000/\$10,000 | \$5000/\$10,000 |
| Preventive care | | No Charge | No Charge |
| Office visit copay | | \$25 | Deductible then 100% |
| Specialist visit copay | | \$25 | Deductible then 100% |
| Allergy services, 80 injections in 3yrs. | | \$25 | Deductible then 100% |
| Vision Exam, every 2yrs. | | No Charge | Deductible then 100% |
| Diagnostic Lab & X-ray | | No Charge | Deductible then 100% |
| High Cost Diagnostic: MRI, CAT, PET | | \$75 | Deductible then 100% |
| Outpatient Rehab, 50 visits per yr for PT, OT, ST | | \$25 | Deductible then 100% |
| Infertility Services | | CT State Mandate Coverage | Deductible then 100% |
| Emergency Room copay | | \$150 | Deductible then 100% |
| Urgent Care copay | | \$100 | Deductible then 100% |
| Walk In Center | | \$25 | Deductible then 100% |
| Outpatient surg. Copay | | \$250 | Deductible then 100% |
| Inpatient copay | | \$350 | Deductible then 100% |
| Inpatient Mental Health - Biological Unlimited | | \$350 | Deductible then 100% |
| **Non Biological | | Unlimited | Deductible then 100% |
| Outpatient Mental Health - Biological Unlimited | | \$25 | Deductible then 100% |
| **Non Biological: | | Unlimited | Deductible then 100% |
| Inpatient Substance Abuse - | | \$350 | Deductible then 100% |

| | | | |
|---|--|---|---------------------------------------|
| **Limits: | | Unlimited | Deductible then 100% |
| Outpatient Substance Abuse - | | \$25 | Deductible then 100% |
| **Limits: | | Unlimited | Deductible then 100% |
| Lifetime Maximum | | Unlimited | Unlimited |
| <u>Out-of-Network</u> | | | |
| Deductible - Calendar Year | | \$200/\$600/\$900 | Combined with In- Network |
| Coinsurance | | 80/20% | 80/20% |
| Out-of-Pocket Maximum - Calendar Year | | \$1,500/\$3,000/\$6,000 | Combined with In- Network |
| | | | |
| RX Plan Co Pays (Generic/Listed/Non- Listed) | | \$5/20/40 | Deductible then: \$5/20/40 |
| Rx Summary Type | | MP4 | MP4 |
| Calendar Year Maximum | | \$2,000 year co-pay maximum, then 20% coinsurance with per script max of \$100 | Unlimited |
| Days Supply - Retail/Mailorder | | 30/90 | 30/90 |
| Number of Copays for Mail Order vs Retail | | 2x | 2x |
| Health Saving Account: City of Groton Contribution | | | 50% |
| | | | |
| ** Federal Mental Health parity is required to apply at the next renewal, Mental Health paid same as any other illness | | | |
| Dental premiums are not included in the above | | | |
| Maximum City HSA contribution is 50% of the deductible | | | |

APPENDIX H

RETIREMENT PLAN FOR FULL TIME REGULAR EMPLOYEES OF THE CITY OF GROTON, CONNECTICUT

INTRODUCTION

THIS AGREEMENT is between the City of Groton, hereinafter referred to as the “City” or “Employer”, and The United Steelworkers of America, Local Union No. 9411-00, hereinafter referred to as the “Union,” and provides for the following terms in connection with the City’s Pension Plan.

The Retirement Plan for The United Steelworkers of America, Local Union No. 9411-00 (previously referred to as the “Retirement Plan for Full-Time Regular Employees of the City of Groton, Connecticut”) became effective as of February 1, 1946. The same has been restated and/or amended in 1972, 1976 and 1989. The Retirement Plan for The United Steelworkers of America, Local Union No. 9411-00, is funded under Group Annuity Contracts GR-163, GR-163A, and/or other similar or superseding Contracts with The Travelers Insurance Company of Hartford, Connecticut, and/or other insurance companies, financial institutions, brokerage firms, or other like entities, and/or pension funds of the City of Groton.

All matters concerning eligibility, benefits, vesting, credited service, and the like, which arise with respect to periods prior to April 1, 1976, shall be governed by the provisions of the Plan prior to the 1976 amendment.

ARTICLE I - NAME AND EFFECTIVE DATE

Section 1.1 This Plan shall be known as the “Retirement Plan for The United Steelworkers of America, Local Union No. 9411-00,” hereinafter referred to as the “Retirement Plan,” or “Pension Plan,” or “Plan.”

Section. 1.2 This Plan shall be further amended and restated effective the date of execution to provide the following retirement benefits for all eligible employees covered by this Agreement.

ARTICLE II - DEFINITIONS

Section 2.1 “Administrator” means the Retirement Board as designated in accordance with Article XI hereof, to perform the administrative functions of this Plan.

Section 2.2 “Continuous Service” means the period of uninterrupted employment as an Employee with the City of Groton, Connecticut.

Section 2.3 “Credit Interest” means the interest on Participant Contributions made from the appropriate Group Annuity Contract at a rate of four percent (4%) per annum (or at such other rate as may be established from time to time by the employer) compounded annually from January 1, next succeeding the date when such Participant Contributions are made to the first day of the calendar month with coincides with, or next precedes, the date of the participant’s death prior to retirement, termination of employment or his actual retirement date, whichever is applicable. The Credited Interest applicable to Participant Contributions made under the Prior Group Annuity Contracts shall be determined and payable accordance with the provisions of the Prior Group Annuity Contracts.

Section 2.4 “Dependent Child or Children” means any unmarried child under the age of nineteen (19) or under the age of twenty-four (24) if a full-time undergraduate student at an accredited college or university; said term includes natural children, adopted children, stepchildren and foster children reported by the Participant as dependents for Federal Income Tax purposes at the time of such Participant’s death or retirement from active service. It shall not include any child born more than nine (9) months after the Participant’s retirement from active service. If there is more than one child entitled to receive death benefits in accordance with Article VII, such sum shall be made to their legal guardian or, if they have no legal guardian, to such other person to expend for them as the Retirement Board may direct.

Section 2.5 “Permanently and Totally Disabled” means an Employee is physically or mentally unable, as a result of bodily injury or disease, to engage in any regular gainful employment or occupation for wage or profit and such disability was not a result of the Employee’s own willful misconduct and will be permanent and continuous for the remainder of his life. For the purpose of this Plan, willful misconduct shall be construed to include, but not limited to, the following:

- a. Disability resulting from an intentional self-inflicted injury;
- b. Disability which was contracted, suffered or incurred while the Employee was engaged in or resulted from having engaged in a felonious enterprise;
- c. Disability resulting from chronic alcoholism or addiction to narcotics.

Furthermore, no disability benefits will be payable if such disability results from service in the Armed Forces of any country for which a service connected Government disability is payable.

Section 2.6 “Employee” means any person enrolled in the active employment rolls of the Employer whose customary employment is for forty (40) hours per week.

Section 2.7 “Employer” means the City of Groton, Connecticut.

Section 2.8 “Final Average Earnings” means a Participant’s annual base salary or wage paid or accrued during a calendar year and up to a maximum of \$1,000 of any overtime earnings during a calendar year, effective for retirees who retire after the ratification date, exclusive of all other earnings including outside earnings, accumulated sick leave or other employment with the City of Groton, averaged over the last sixty (60) months of municipal service. The amount of annual compensation taken into account for any year after December 31, 1988 shall not exceed \$200,000 (or such other amount as may be specified pursuant to Section 401(a)(17) of the Internal Revenue Code, as the same may be amended from time to time).

Section 2.9 “Group Annuity Contract” means a contract issued by the Insurance Company providing for the payment of Retirement Benefits to Participants covered under this Plan.

Section 2.10 “Insurance Company” means a legal reserve life insurance company organized or incorporated under the laws of any one of the United States of America and duly licensed in the State of Connecticut.

Section 2.11 “Normal Retirement Date” means age 62, provided, however, effective June 30, 2014 Normal Retirement Date means age 60. In addition, Employees hired on or after April 1, 1976, shall have accrued at least ten (10) years of Continuous Service.

Unless otherwise provided above, the Normal Retirement Date shall be the latter of Age 62 or the fifth (5th) anniversary of the Participant’s inclusion in the Plan for an Employee who was excluded or who would have been excluded had he/she been an Employee under the provisions of this Plan in effect prior to January 1, 1988, provided however, effective March 24, 2008 Benjamin Gardner, Charles Hall, Thomas Simons, Joseph Vaisin, Edward Dieckerhoff, Thomas Caronia, John Kufchock, Joseph Nasiatka, Rocco Nasaitka, Martin Artale, Jr. and Lawrence Lynch III, shall have the following: A Normal Retirement Date that is the latter of Age 60 (sixty) or the fifth (5th) anniversary of the Participant’s inclusion in the Plan for an Employee who was excluded or who would have been excluded had he/she been an Employee under the provisions of this Plan in effect prior to January 1, 1988. In addition, effective June 30, 2014 the Normal Retirement Date (for employees not listed above) shall be the latter of Age 60 (sixty) or the fifth (5th) anniversary of the Participant’s inclusion in the Plan for an Employee who was excluded or who would have been excluded had he/she been an Employee under the provisions of this Plan in effect prior to January 1, 1988.

Section 2.12 “Participant” means a municipal Employee other than a Policeman or Fireman who meets the requirements for participation in the Plan as set forth in Article III.

Section 2.13 “Participant Contributions” means contributions required from a Participant under Article III, Section 3.2, hereof, as a condition of eligibility and participation in this Plan.

Section 2.14 “Pensioner” means a Participant who is entitled to receive a monthly pension under this Plan.

Section 2.15 “Prior Group Annuity Contract” means Group Annuity Contract GR-163, GR-163A, and/or other similar or superseding Contracts, as last obligatory and binding.

Section 2.16 “Retirement Benefit” means the monthly payment to which a Participant or Surviving Spouse/Dependent Child shall become entitled.

Section 2.17 “Service Connected Benefit” means any benefit payable upon the death or disability of an Employee who dies or becomes disabled during the performance of essential duties pertaining to his employment by the City.

Section 2.18 “Non-Service Connected Benefit” means any benefit payable upon the death or disability of an Employee who dies or becomes disabled from causes not related to his employment by the City.

Section 2.19 “Surviving Spouse” means, for the purposes of Article VII, the lawful wife or husband of a Participant, as the case may be, provided that the Surviving Spouse:

- a. Must have been married to the Participant for at least one (1) year and shall have been living with the Participant as husband and wife if the Participant dies in active employment, or

- b. Must have been married to the Participant for at least one (1) year prior to retirement and shall have been living with the Participant as husband and wife at the time of death if the Participant dies after retirement, and
- c. Must have been at least fifty percent (50%) dependent upon the Participant for support if the Participant dies in active employment prior to qualifying for Normal or Early Retirement (Participant's income during the last taxable year must be more than one half (1/2) of combined income of Participant and his spouse for such year). Income from employment shall mean all wages and earnings from the preceding calendar year reported by the Participant and his spouse for Federal Income Tax purposes for that year.

If a spouse is not dependent upon the deceased Participant at the date of death as defined in (c) above and if such spouse subsequently becomes physically or mentally incapacitated prior to age 62, as determined by the Retirement Board so as not to be able to be gainfully employed, the death benefit that would otherwise have been paid in accordance with Article VII shall be paid to such spouse as long as such spouse remains incapacitated. A spouse applying for a pension under these circumstances shall be required to submit to examination, at the expense of the Employer, by a least two impartial physicians or psychiatrists selected by the Retirement Board, and such spouse may be required to submit to re-examination no more than once in each 12-month period. Should the results of such examination indicate that such spouse is physically and mentally able to be gainfully employed, the benefits shall cease.

Section 2.20 The singular form of any word shall include the plural and the masculine shall include the feminine wherever necessary for the proper interpretation of this Plan.

ARTICLE III - PARTICIPATION

Section 3.1 Conditions for Participation

- a. Each full-time municipal Employee included in the prior Plan as a Participant as of March 31, 1976, and/or the Prior Group Contract as of such date shall continue to be a Participant from April 1, 1976, and thereafter, provided, however, that such full-time municipal Employee continues his Participant Contributions as set forth in Section 3.2 below. Employees hired after July 1, 2020, shall be required to contribute eight percent (8%) of annual base salary as outlined in this Section.
- b. Each full-time Employee who was not included in this Plan as a Participant immediately prior to the effective date of this amended and restated plan, and all full-time Employees hired after April 1, 1976 shall be included as a condition of employment, as a Participant on the first day of employment.
- c. Upon meeting the requirements of Subparagraph (b) above, a full-time municipal Employee must sign such application forms as the Administrator prescribes authorizing the Employer to make payroll deductions of Participant Contributions, as set forth in Section 3.2 below, and furnish such other data as the Employer deems necessary or desirable.

Section 3.2 Participant Contributions

- a. Effective October 1, 1993 each Participant shall make Participant Contributions to this plan while he remains a Participant hereunder in an amount equal to Five and Seven-Tenths Percent

(5.7%) of his annual base salary, exclusive of overtime, outside earnings, accumulated sick leave or other employment with the City of Groton and converted to a weekly contribution payable through payroll deductions.

- b. Effective October 1, 1994, the Participant Contribution shall be Five and Eight-Tenths Percent (5.8%) of annual base salary as outlined in Section 3.2(a) above.
- c. Effective October 1, 1995, the Participant Contribution shall be Five and Nine-Tenths Percent (5.9%) of annual base salary as outlined in Section 3.2(a) above.
- d. Effective October 1, 1996, the Participant Contribution shall be Six Percent (6.0%) of annual base salary as outlined in Section 3.2(a) above. Employees hired after July 1, 2020, shall be required to contribute eight percent (8%) of annual base salary as outlined in this Section.
- e. Anything to the contrary, notwithstanding, no Participant shall be required to contribute to this Plan once he attains his maximum Normal Pension amount as set forth in Article V. Section 5.1. Employees hired after July 1, 2016 shall continue pension contribution after attaining maximum normal pension amount.

Section 3.3 Pick up of Employee Contributions

Notwithstanding any other provision of the Plan to the contrary, the City, in accordance with the provisions of Section 414(h)(2) of the Internal Revenue Code (hereinafter “Code”), as the same may be amended from time to time, and so long as legally permissible, shall pick up mandatory Participant retirement contributions with respect to bargaining unit employees payable on or after December 20, 1993, or whenever the last governmental action necessary to effectuate the pick up is made, whichever date is later. Such pick up contributions shall be in lieu of Participant contributions. The City shall pick up these Participant contributions by an equivalent reduction in the base salary of the Participants. Participants shall not have the option of electing to receive the contributed amounts directly rather than having such amounts paid to the Plan. The Participant contributions so picked up by the City shall for all purposes (including determining “base salary” and “final average earnings” under the Plan) be considered to be included in a Participant’s annual base salary and shall for all purposes be treated in the same manner and to the same extent as Participant contributions made prior to December 20, 1993.

ARTICLE IV - CREDITED SERVICE

Section 4.1 A full-time municipal Employee who meets the participation requirements of Article III, as determined by the Administrator, shall accrue Credited Service on the basis of the number of full years and fractions thereof to the nearest full month of Continuous Service with the Employer as a full-time municipal Employee, completed from the date he became eligible and elected to participate in the Plan to the date of his termination of employment or his Actual retirement date, subject to a maximum of thirty (30) years.

Section 4.2 Continuous Service with the Employer shall not be broken in the event of:

- a. Absence with the consent of the Retirement Board during any period not in excess of one year, except that the Administrator may consent to extend the period of leave; or

- b. Absence from work because of occupational injury or disease incurred as a result of employment with the Employer, for which absence a Participant shall be entitled to Workers' Compensation payments;

In interpreting this Section, the Administrator shall apply uniform rules in a like manner to all Participants under similar circumstances.

An Employee shall not receive Credited Service in the case of the period of absence set forth in Section 4.2 above, but shall retain Credited Service accrued prior to such absence. Upon return to employment after an approved absence, the Participant shall again be eligible to accrue Credited Service.

An Employee's period of United States military service shall be treated as employment with the Employer, provided the Employee left employment with the Employer for military service and returned to his Employer during the period his reemployment rights were guaranteed by law. His period of military service shall be treated as if he had remained in employment with his Employer during the period, in the job classification occupied before leaving for military service.

Failure to return to the employ of the Employer by the end of any period specified in the above sections shall be considered a termination of employment. Any other absence shall also be considered a termination of employment. Any participant whose employment has been terminated shall, for the purpose of this Plan, be deemed a new Participant upon resumption of his employment, unless he is vested in accordance with Article VIII hereof.

ARTICLE V - RETIREMENT BENEFITS

Section 5.1 Normal Pension

- a. A Participant may retire on a Normal Pension on the first day of any month after he has attained his Normal Retirement date, provided he has filed an application for benefits prior to the commencement of his pension.
- b. The Normal Pension shall be a monthly amount equal to one and 85/100 percent (1.85%) of the Participant's Final Average Earnings multiplied by his/her Credited Service with the Employer as a full-time municipal Employee, subject to a maximum yearly pension of fifty-five percent (55%) of his Final Average Earnings. One-twelfth (1/12) of this amount will be paid monthly. The monthly pension may be provided, in full or in part, from an annuity purchased under the terms of a Prior Group Annuity Contract.
- c. Effective October 1, 1993, the Normal Pension shall be a monthly amount equal to two percent (2.0%) of the Participant's Final Average Earnings multiplied by his/her credited service with the Employer, as a full-time municipal employee, subject to a maximum yearly pension of sixty percent (60%) of his/her Final Average Earnings. Effective March 24, 2008, Benjamin Gardner, Charles Hall, Thomas Simons, Joseph Vaisin, Edward Dieckerhoff, Thomas Caronia, John Kufchock, Joseph Nasiatka, Rocco Nasaitka, Martin Artale, Jr., and Lawrence Lynch III, shall have the following: A Normal Pension that is a monthly amount equal to two point one percent (2.1%) of the aforementioned Participants' Final Average Earnings multiplied by their credited service with the Employer, as a full-time municipal employee, subject to a maximum yearly pension of sixty-three percent (63%) of their Final Average Earnings. In addition, effective June

30, 2014 a Normal Pension (for employees not listed above) shall be a monthly amount equal to two point one percent (2.1%) of the aforementioned Participants' Final Average Earnings multiplied by his/her credited service with the Employer, as a full-time municipal employee, subject to a maximum yearly pension of sixty-three percent (63%) of their Final Average Earnings. One-twelfth (1/12th) of this amount will be paid monthly. The monthly pension may be provided, in full or part from an annuity purchased under the terms of a Prior Group Annuity Contract.

Section 5.2 Early Retirement Pension

- a. A Participant may retire on an Early Retirement Pension on the first day of the month after he has attained age 55, provided he has accrued at least ten (10) years of Continuous Service and has filed an application for benefits.
- b. This monthly amount of the Early Retirement Pension payable to a Participant on his Early Retirement commencement date shall be the amount of his Normal Pension reduced by six-tenths of one percent (0.6%) for each month between the Participant's Normal Retirement Date and his sixtieth (60th) birthday and further reduced by three-tenths of one percent (0.3%) for each month by which the Participant's Early Retirement Pension commencement date precedes his sixtieth (60th) birthday reflecting the commencement of benefit payments prior to a Participant's attaining his Normal Retirement Date.

Section 5.3 Deferred Retirement Pension

- a. A Participant who is satisfactorily able to perform his duties may remain in active employment until his actual retirement. The first date of the calendar month following such actual retirement shall be his Deferred Retirement Date.
- b. The monthly benefit of a Participant who retires on a Deferred Retirement Date shall be determined in the same manner as his Normal Retirement Pension but based on his Credited Service and his final Average Earning completed to his Deferred Retirement Date.

Section 5.4 Maximum Retirement Benefits

In accordance with the benefit limitations of Section 415 of the Internal Revenue Code, each Participant's Annual Benefit shall be limited so that the specified Maximum Permissible Benefit, as defined herein, is not exceeded. If necessary, the Participant's Benefit shall be limited in order to meet the requirements of Section 415.

With respect to each Participant, all qualified defined benefit plans ever maintained by the Employer shall be treated as one defined benefit plan for purposes of applying the limitations of Section 415 of the Internal Revenue Code. In the event the Participant's Annual Benefit exceeds the Maximum Permissible Benefit specified herein, the Participant's Benefit shall be reduced to the extent necessary under this Plan if the required reduction is not accomplished under the Employer's other defined benefit plan or plans.

The sum of the Participant's Defined Benefit Plan Fraction and the Defined Contribution Plan Fraction shall not exceed 1.0 with respect to such Participant for any Limitation Year.

The following definitions shall be used solely for the purposes of this Section 5.4.

- a. “Annual Additions” with respect to the Maximum Permissible Amount means for any Limitation Year, the sum of the following:
 - 1. All Employer Contributions, if any, allocated to a Participant;
 - 2. All forfeitures, if any, allocated to a Participant;
 - 3. A Participant’s Participant Contributions, if any.

Amounts allocated, after March 31, 1984 to an individual medical account, as defined in Section 415(l)(1) of the Internal Revenue Code, which is part of a defined benefit plan maintained by the Employer are treated as Annual Additions to a defined contribution plan. Also, amounts derived from contributions paid or accrued after December 31, 1985, in taxable years ending after such date, which are attributable to post-retirement medical benefits allocated to the separate account of a key employee, as defined in Section 419(A)(d)(3), under a welfare benefit fund, as defined in Section 419(e), maintained by the Employer, are treated as Annual Additions to a defined contribution plan.

- b. “Annual Benefit” means the amount of Benefits attributable to Employer contribution which would be payable annually in the form of a Life Annuity as of the date of determination, except however, that if the Participant has not yet terminated employment with the Employer and has not yet reached his Normal Retirement Date, the Annual Benefit shall mean the amount of Benefit attributable to Employer contributions projected to such Participant’s Normal Retirement Date assuming the Participant will continue working and compensation will remain the same until the Participant’s Normal Retirement Date.
- c. “Compensation” for the purpose of applying limitations of Section 415, shall include only those items specified in subparagraph (1) of Section 1.415-2(d) of the Internal Revenue Service Regulations, except however, that the amount of annual compensation taken into account for any year after December 31, 1988 shall not exceed \$200,000 (or such other amount as may be specified pursuant to Section 401(a)(17) of the Internal Revenue Code).
- d. “Defined Benefit Plan Fraction” means for each Limitation Year, a fraction, the numerator of which is the sum of a Participant’s projected Annual Benefit under all qualified defined benefit plans maintained by Employer determined as of the end of the Limitation Year, and the denominator of which as of the end of the Limitation Year, is the lesser of (1) or (2) below where:
 - (1) Is equal to 1.25 times the Section 415 defined benefit plan dollar limitation in effect for such Limitation Year (the prescribed dollar limitation amount for the 1983 through 1987 calendar year is \$90,000 and for the 1988 calendar year is \$94,023 and shall apply for Limitation Years that end in such calendar years), or
 - (2) Is equal to 1.4 times the Participant’s average annual Compensation based on the three consecutive calendar year periods during which the Participant has the greatest aggregate Compensation from the Employer.
- e. “Defined Contribution Plan Fraction” shall mean, for each Limitation Year, a fraction, the numerator of which is the sum of the Annual Additions with respect to any Participant as of the

close of the Limitation Year and all prior Limitation Years under this Plan and all other qualified defined contribution plans maintained by the Employer, and the denominator of which is the sum of the lesser of (1) or (2) below for each Limitation Year during which the Participant is employed by the Employer where:

- (1) Is equal to 1.25 times the Section 415 defined contribution plan dollar limitation applicable to such Limitation Year (the prescribed dollar limitation amount for the 1983 through 1988 calendar years is \$30,000 and shall apply to Limitation Years that end in such calendar years), or
 - (2) Is equal to 1.4 times 25% of the Participant's Compensation for such Limitation Year.
- f. "Employer" means the Employer who adopts this Plan. In the event that the Employer is a member of a group which constitutes a controlled group of corporations (as defined in Section 414(b) of the Internal Revenue Code as modified by Section 415(h) or which constitutes trades or businesses (whether or not incorporated) which are under common control (as defined in Section 414(c) of the Internal Revenue Code as modified by Section 415(h), all such employers shall be considered a single employer for the purposes of applying the limitations of this Article and the purposes of determining Compensation as defined in subparagraph (c) above.
- g. "Limitation Year" means a Plan Year of this Plan. In lieu thereof the Employer may adopt, by amending this Plan, any other 12 consecutive month period. If the Employer is a member of a group which constitutes a controlled group of corporations (as defined in Section 414(b) of the Internal Revenue Code as modified by Section 415(h)) the election to use a consecutive twelve-month period other than the Plan Year must be made by all members of the group that maintains the plan.
- h. "Maximum Permissible Amount" means, with respect to any Limitation Year, the lesser of:
- (1) the Section 415 defined contribution plan dollar limitation applicable to such Limitation Year (the prescribed dollar limitation amount for the 1983 through 1988 calendar years is \$30,000 and shall apply to Limitation Years that end in such calendar years), or
 - (2) 25% of the Compensation actually paid to the Participant for such Limitation Year, except however, any contribution for medical benefits (within the meaning of Section 419(A)(f)(2)) after separation from service which is treated as an Annual Addition shall not apply.
- i. "Maximum Permissible Benefit" means the maximum Annual Benefit to which a Participant is entitled in accordance with the following provisions:
- (1) Maximum Permissible Benefit Applicable to Participants Who Have At Least Ten Years of Continuous Service With the Employer - The Maximum Permissible Benefit applicable to any Participant who has at least ten years of Continuous Service with the Employer shall be limited to the greater of (a) or (b) below:
 - (a) The lesser of:
 - (1) The Section 415 defined benefit plan dollar limitation in effect for the Limitation Year (the prescribed dollar limitation amount for the 1983 through 1987 calendar

years is \$90,000 and for the 1988 calendar years is \$94,023 and shall apply to Limitation years that end in such calendar years), or

- (2) 100% of the Participant's average annual Compensation based on the three consecutive calendar year period during which the Participant had the greatest aggregate Compensation from the Employer.
 - (b) An amount equal to the Participant's Benefit as of December 31, 1986, provided such amount was in compliance with the applicable Section 415 maximum benefit limitations in effect on December 31, 1986. For the purpose of this subparagraph (b), such Participant's Benefit shall be based on the provisions of this Plan which were in effect on May 6, 1986 without regard to any amendments or cost-of-living adjustments occurring after May 6, 1986.
- (2) Adjustment to the Maximum Permissible Benefit - Adjustments shall be made to the Maximum Permissible Benefit in accordance with subparagraphs (a), (b) or (c) below:
- (a) In the event the Participant's Benefit is determined in a form of annuity other than a Life Annuity, an adjustment shall be made to the Maximum Permissible Benefit in order to determine the actuarial equivalent amount of Maximum Permissible Benefit when stated in the form of annuity in which the Participant's Benefit is determined in accordance with Section 5.1 of this Article. The actuarial equivalent amount of benefit will be the lesser of the actuarially adjusted benefit using a 5% interest assumption and the Unisex UP 1984 Mortality Table or the adjusted benefit according to the Plan's actuarial equivalence definition for other than the normal form of annuity.
 - (b) In the event the Participant's Benefit becomes payable prior to the Participant's attainment of age 60, an adjustment shall be required to the Maximum Permissible Benefit. The Maximum Permissible Benefit payable prior to the Participant's attainment of age 60, shall be adjusted so that it is equivalent to the benefit payable at age 60 using that which results in the lower benefit under (1) or (2) below:
 - (1) the reduction factors based on a 5% interest assumption and the Unisex UP 1984 Mortality Table, or
 - (2) the Early Retirement Benefit reduction factors or percentages specified in Article V, Section 5.2 above.

In no event will the adjusted benefit be lower than \$75,000 with respect to benefits payable between and including the ages of 55 through 60. With respect to benefits, if any, which become payable prior to the participant's attainment of age 55, the adjusted benefit shall not be lower than the actuarial equivalent of \$75,000 using that which results in the lower benefit under (1) or (2) of this subparagraph 5.4(i)(2)(b).

The adjustment set forth in this subparagraph 5.4(i)(2)(b) shall not apply if the Maximum Permissible Benefit results from the benefit limitation set forth in Section 5.4(i)(1)(a)(2).

(c) In the event the Participant's Accrued Benefit becomes payable after the Participant's attainment of age 65, an adjustment shall be made to the Maximum Permissible Benefit. The Maximum Permissible Benefit payable after the Participant's attainment of age 65 shall be adjusted so that it is equivalent to the benefit payable at age 65 using that which results in the lower benefit under (1) or (2) below:

- (1) adjustment factors based on a 5% interest assumption and the Unisex UP 1984 Mortality Table, or
- (2) the Deferred Retirement Benefit factors or percentages, if any, specified in Article V, Section 5.3 hereof.

The adjustment set forth in this subparagraph 5.4(i)(2)(c) shall not apply if the Maximum Permissible Benefit results from the benefit limitations set forth in Section 5.4(i)(1)(a)(2).

3. Except as provided in subparagraph 5.4(i)(4) below, the Maximum Permissible Benefit determined under subparagraphs 5.4(i)(1) and 5.4(i)(2) above and all other defined benefit plans of the Employer shall never be deemed to be an amount which is less than \$10,000, provided the Participant is not, and has never been a Participant in any defined contribution plan of the Employer, and further provided that the Participant has been employed by the Employer for at least ten years.
4. Maximum Permissible Benefit Applicable to Participants Who Have Less Than Ten Years of Continuous Service With the Employer - The Maximum Permissible Benefit applicable to any Participant who has less than ten years of Continuous Service with the Employer shall be equal to the lesser of:
 - (a) the product of the Maximum Permissible Benefit amount which would otherwise have been applicable in accordance with subparagraphs (1)(a)(1), (1)(b) and (2) of paragraph 5.4(i) hereof and a fraction, the numerator of which is the number of the Participant's years (or part thereof) of participation in the Plan as of and including the current Limitation Year, and the denominator of which is ten, or
 - (b) the product of the Maximum Permissible Benefit amount which would otherwise have been applicable in accordance with subparagraph (1)(a)(2) and (3) of paragraph hereof and a fraction, the numerator of which is the number of the Participant's years (or part thereof) of service with the Employer as of and including the current Limitation Year, and the denominator of which is ten.

If the participant's Annual Benefit exceeds the Maximum Permissible Benefit after the application of the appropriate factors, such Participant's Benefit shall be Limited to an amount which produces an Annual Benefit equal to the Maximum Permissible Benefit.

Notwithstanding the aforesaid, unless required by law, the effective date of Section 5.4 above as the same applies to the Plan shall be the date of the execution of this Agreement, or as soon thereafter as possible or practicable. Further, it is mutually agreed that said amounts referenced in Section 5.4 of the Plan shall be modified from time to time to comply with Section 415 of the Internal Revenue Code.

ARTICLE VI - DISABILITY PENSION

Section 6.1 A Participant shall be deemed to be Permanently and Totally Disabled within the meaning of the Plan only if the Administrator, in its sole and absolute discretion, shall determine on the basis of medical evidence that the Participant is Permanently and Totally Disabled as described in Section 2.5 hereof.

Section 6.2 Participants applying for Disability Retirement shall be required to submit to examination at the expense of the Administrator by at least two impartial physicians or psychiatrists selected by the Administrator, and such Participant may be required to submit to reexamination no more than once in each 12-month period. If the results of such examination indicate that such Participant retired on account of a disability is no longer disabled, then such Participant may resume employment with the City and will receive Credited Service for the period of his Disability Retirement, provided he makes payment of the amount that he would have been required to contribute to the Plan during the period of his disability, with Credited Interest.

Section 6.3 Service Connected Disability

- a. Participant who becomes Permanently and Totally Disabled during the performance of essential duties pertaining to his employment with the City shall be eligible to retire and receive a Service Connected Disability Pension. The amount shall be equal to the Participant's projected Normal Pension that would have been payable had such Participant worked until his Normal Retirement Date.
- b. In no event shall payments under this section, together with Primary Social Security Benefits and any regular benefits awarded under the Connecticut Workers' Compensation Act, exceed one hundred percent (100%) of the Participant's Final Average Earnings.

Section 6.4 Non-Service Connected Disability

- a. An active Participant who has accrued at least ten (10) years of Continuous Service and becomes Permanently and Totally Disabled from causes not relating to his employment with the Employer shall be eligible to retire and receive a Non-Service Connected Disability Pension. The amount shall be equal to the Normal Pension of one and one half percent (1½%) of the Participant's Final Average Earnings multiplied by his Credit Service accrued to the date of his disability, subject to a maximum yearly Pension of forty-five percent (45%) of his Final Average Earnings. One-twelfth (1/12th) of this amount will be paid monthly.
- b. In no event shall payments under this section, together with Primary Social Security Benefits and outside income subject to Social Security Taxes, exceed one hundred percent (100%) of the Participant's Final Average earnings.

Section 6.5 Cessation of Disability - Such disability payments will end immediately before the date the disabled Participant ceases to be Permanently and Totally Disabled by death or recovery.

ARTICLE VII - DEATH BENEFITS

Section 7.1 **Service Connected** - Upon the death of a Participant who dies during the performance of essential duties pertaining to his employment with the Employer, his Surviving Spouse or Dependent Child or Children shall receive a Service Connected Death Benefit. The amount shall be equal to the Participant's projected Normal Pension that would have been payable had such Participant worked until his Normal Retirement Date. In no event shall any death benefits payable under this section, together with Primary Social Security Benefits and any regular benefits awarded under the Connecticut Workers' Compensation Act, exceed one hundred percent (100%) of the deceased Participant's Final Average Earnings. Benefit payments shall be due and payable to the deceased Participant's Surviving Spouse or Child or Children on the first day of the calendar month next following the death of the Participant. Benefit payments shall cease with the last monthly payment falling due prior to the death of his Surviving Spouse or upon remarriage of such a spouse, whichever first occurs. If payments are being made to a Dependent Child or Children, the last monthly payment shall fall due upon the earlier of the death of the youngest such Child or upon the youngest Child attaining the age of nineteen (19) or twenty-four (24) if attending an accredited college or university. Benefit payments shall first be payable to the deceased Participant's surviving spouse. If there is no surviving spouse, then said payments shall be made to the surviving children in equal amounts.

Section 7.2 **Non-Service Connected Death** - Upon the death of an active Participant who dies from causes not related to his employment with the employer who has accrued at least five (5) years of Continuous Service and has attained the fifty-fifth (55th) anniversary of his date of birth, his Surviving Spouse, or Dependent Child or Children shall receive a Non-Service Connected Death Benefit.

The amount of such Non-Service Connected Death Benefit shall be equal to the deceased Participant's Early Retirement Pension, determined as of the first of the month coinciding with or next following the date of his death further reduced as though the deceased Participant had elected the one hundred percent (100%) Contingent Annuitant Option of which one hundred percent (100%) is payable to the deceased participant's Surviving Spouse. Benefit payments shall cease with the last monthly payment falling due prior to the death or remarriage of his Surviving Spouse, whichever comes first. If payments are being made to a Dependent Child or Children, the last monthly payment shall fall due upon the earlier of the death of the youngest such Child or upon the youngest Child attaining the age of nineteen (19), or twenty-four (24) if attending an accredited college or university.

Section 7.3 The accumulative death benefit payments to the Participant's dependents as provided in Section 7.1 and 7.2, or the benefit paid to the deceased Participant's estate if the Participant does not leave a Surviving Spouse or Dependent Child shall be equal to his Participant Contributions, with interest as provided under the applicable provision of the current or Prior Group Annuity Contracts, less any death benefit payments received.

ARTICLE VIII- TERMINATION OF SERVICE, VESTING

Section 8.1 A Participant who terminates his employment with the Employer prior to the accrual of at least five (5) years of Continuous Service as a full-time municipal Employee shall forfeit his eligibility for a Retirement benefit and receive his Participant Contributions, with Credited Interest as provided under the applicable provisions of the current or Prior Group Annuity Contract.

Section 8.2 A participant who has completed at least five (5) years of Continuous Service shall be one hundred percent (100%) fully vested in his/her accrued pension benefit, as determined in accordance with Section 5.1, with benefit payments commencing when the terminated Participant attains his/her sixty-second (62nd) birthday. Effective March 24, 2008 Benjamin Gardner, Charles Hall, Thomas Simons, Joseph Vaisin, Edward Dieckerhoff, Thomas Caronia, John Kufchock, Joseph Nasiatka, Rocco Nasaitka, Martin Artale, Jr., and Lawrence Lynch III, shall be one hundred percent (100%) fully vested in his/her accrued pension benefit, as determined in accordance with Section 5.1, with benefit payments commencing when the terminated Participant attains his/her sixtieth (60th) birthday. In addition, effective June 30, 2014, employees not listed above shall be one hundred percent (100%) fully vested in his/her accrued pension benefit, as determined in accordance with Section 5.1, with benefit payments commencing when the terminated Participant attains his/her sixtieth (60th) birthday. An election may be made by the terminated vested Participant to receive his/her Participant Contributions with Credited Interest as provided under the applicable provisions of the current or Prior Group Annuity Contract, thereby forfeiting his/her vested rights to all other benefits under this Plan.

Section 8.3 The beneficiaries of terminated vested Participants who die before or after retirement shall have as a Death Benefit, as determined in accordance with Section 7.3, the return of the deceased Participant's contributions with Credited Interest up to his/her date of death or retirement, whichever is earlier, less any Death Benefit payments received.

Section 8.4 A participant who withdraws or rescinds his authorization to make a Participant Contributions shall be deemed to have ceased participation and his employment shall be terminated as of the date contributions were last collected by the Employer.

ARTICLE IX - FORM AND PAYMENT OF BENEFITS

Section 9.1 Normal Form of Retirement Benefit - A Pensioner's Retirement Benefit shall normally be payable in the form of a monthly life annuity, commencing on his actual retirement date and ceasing with the last payment due immediately preceding his death. Any Death Benefit which may be payable is described in Article VII.

Section 9.2 Contingent Annuitant Option:

- a. In lieu of the Normal Form of Retirement Benefit described in Section 9.1 above, a Participant may elect a Contingent Annuitant Option which provides for an actuarially reduced benefit payable to the Pensioner during his lifetime and for the continuance of such Retirement Benefit payments in either the same, 66 2/3% or 50% to a Contingent Annuitant, if living, after the Pensioner's death.
- b. If the Contingent Annuitant is the spouse of the Pensioner or if the Contingent Annuitant is any other person not more than thirty (30) years younger than the Pensioner, the benefit payable under this option is payable without restriction. If, however, the Contingent Annuitant is a person other than the spouse of the Pensioner and is more than thirty (30) years younger than the Pensioner, the benefits otherwise payable under this option to the Contingent Annuitant shall be limited so that the value of the annuity payable to the Contingent Annuitant shall be less than 50% of the value of the Pensioner's total original benefit, both calculated as of the Pensioner's actual retirement date.

- c. The monthly payment to the Contingent Annuitant shall commence on the first day of the month following the month in which the Pensioner dies, if the Contingent Annuitant is then living, and shall continue monthly with the last payment due for the month in which the Contingent Annuitant's death Occurs.
- d. If a Contingent Annuitant dies before the Participant's actual retirement date, the Normal Form of Retirement Benefit will automatically become payable as if a Contingent Annuitant Option had not been elected. If the Contingent Annuitant predeceases the Pensioner after retirement, the pension benefit will "Pop-Up" to its original amount before reduction.

This option shall be elected by the Participant by written notice to the Administrator at least sixty (60) days before the Employee's actual retirement date.

Once a choice as to a form of Retirement Benefit or a retirement date is made and accepted by the Administrator, it cannot be rescinded by the Participant without the written consent of the Administrator conditioned upon satisfactory evidence of the good health of the Participant and any person entitled to receive payments upon the death of the Participant. Notwithstanding the aforesaid, the Administrator is under no obligation to approve said requested change. In no event shall the consent of any person entitled to receive payments upon the death of the Participant be required as a condition to the right of a Participant to revoke or change any option previously elected.

Anything in this Plan to the contrary notwithstanding, the Participant shall not have the right prior to his retirement irrevocably to elect to have all or a part of his interest in this Plan, which would otherwise become available to him during his lifetime, paid only to his beneficiary after his death.

ARTICLE X - FUNDING

Section 10.1 Contributions of the Employer - The Retirement Board shall, at least once every three years, be required to have an actuarial valuation by an actuary of the assets and liabilities of the Retirement Plan and of the required contributions from the Employer, which, in addition to contributions of the Participants, will be adequate to finance the benefits under the Retirement Plan. On the basis of each such valuation, the Employer shall pay each year to the Retirement Board an amount which will meet the actuarial cost of current service and, until it is amortized, the unfunded accrued liability. The annual appropriation by the Employer for each of the forty (40) plan years beginning January 1, 1976, shall be the sum of the normal cost for the year and the annual payment that would be required on a level basis to amortize the unfunded accrued liability over forty (40) years from January 1, 1976. The appropriation for each plan year thereafter shall be the normal cost for the year. Any proposal which will change the benefits payable or Participant Contributions required under the Retirement Plan shall be accompanied by an estimate by the actuary of the additional appropriations by the Employer which will be required to finance the additional normal cost and to amortize on a level basis the additional accrued liability over forty (40) years from the effective date of the change.

Section 10.2 No part of the funds held under this Plan shall be used for or diverted to purposes other than for the exclusive benefit of Participants, their spouses or their dependents as heretofore described, prior to the satisfaction of all liabilities hereunder with respect to them. Also, no person shall have any interest in nor right to any of the funds contributed to or held under this Plan, except as expressly provided in this Plan and the Group Annuity Contract, and then only to the extent that such funds have been contributed by the Employer.

ARTICLE XI - ADMINISTRATION

Section 11.1 This Plan shall be administered by the Retirement Board which shall report annually to the Mayor and Council setting forth the financial status of the Plan. All decisions of the Board, with respect to the administration of the Plan, shall be conclusive, binding and consistent in all respects with the intent and purposes of this Plan. If there shall arise any misunderstanding or ambiguity concerning the meaning of any of the provisions of this Plan, the Retirement Board shall have the sole right to construe such provisions and the Retirement Board's decision shall be final. The Retirement Board may establish such rules and regulations supplementing this Plan as it considered desirable.

ARTICLE XII - AMENDMENT

Section 12.1 This Plan is established and maintained for the exclusive benefit of Participants of the Employer and their beneficiaries. Subject to this limitation, any provision of this Plan may be amended by the Employer at any time, if, with respect to payments resulting from retirement benefits provided before the effective date of the amendment, the amendment does not reduce the amount of any payment or the term of monthly payments or delay the due date of any payment.

Section 12.2 Any provision of this Plan may be amended in any respect, without regard to the limitation of section 12.1, if the amendment is required for qualification under income tax law or necessary for this Plan to meet the requirements of any other applicable law. Neither the consent of the Participant nor that of any other recipient is required for any amendment to this Plan.

ARTICLE XIII - GENERAL PROVISIONS

Section 13.1 An application for a retirement benefit must be made in writing on a form and in a manner prescribed by the Retirement Board and shall be filed with the Retirement Board at least two (2) months in advance of the month for which benefits are first payable.

Section 13.2 A single sum payment in an actuarially equivalent amount may be made in lieu of monthly payments if the amount of each monthly retirement benefit payment would be less than \$20.00.

Section 13.3 No person entitled to benefits under this Plan may sell, assign, discount, or pledge as collateral for a loan or as a security for the performance of an obligation or for any other purpose, any payment due to him. If the recipient of any payment is a minor or an incompetent person, payment may be made to the person, or persons, caring for or supporting such recipient in full discharge of all obligations, as determined by the Retirement Board.

Section 13.4 Inclusion in this Plan shall not be construed as giving any Participant the right to be retained in the service of the Employer without its consent nor shall it interfere with the right of the Employer to discharge the Participant, nor shall it give the Participant any right, claim or interest in any benefits herein described, except as provided by the Participant Contributions with Credit Interest prior to fulfillment of the provisions and requirements of this Plan.

ARTICLE XIV - DURATION

Section 14.1 The effective date of any modification to the Pension Plan described in this Pension Contract shall be July 1, 2019. The duration of the Pension Contract shall be through June 30, 2023. Further, regardless of any other provision of this Plan or any other agreement or past practice, it is understood and agreed that this Pension Contract is hereby incorporated and made part of the Collective Bargaining Agreement between the City and the Union (July 1, 2019 - June 30, 2023, and any and all subsequent negotiations regarding the Pension Plan shall be conducted in accordance with the provisions of this Section).

IN WITNESS WHEREOF, the parties by their duly authorized representative, hereto affix their signatures as of this _____ day of July, 2021.

UNITED STEELWORKERS,
AFL-CIO-CLC

FOR THE COMPANY
CITY OF GROTON

Thomas M. Conway,
President

Keith Hedrick, Mayor

John E. Shinn,
International Secretary-Treasurer

D. R. McCall,
Vice President, Administration

Fred Redmond,
Vice President, Human Affairs

Del Vitale,
Director, District 4

Abdellatif El Berchoui
Staff Representative

Negotiating Committee

Kevin Ziolkovski
Unit President, LU 9411-00

APPENDIX I

MEMORANDUM OF UNDERSTANDING

In order to resolve issues among the undersigned parties concerning a grievance filed by the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, Local Union No. 9411-00~~8~~ (hereinafter "the Union") concerning CDL licensing issues, the City of Groton (hereinafter "the City") and the Union hereby agree as follows:

Effective the date of execution of this Memorandum of Understanding, Union bargaining unit members will be authorized to go to their own physician to obtain medical recertification for their Commercial Driver's License ("CDL") under the following conditions:

- A. It is mutually understood and agreed that all employees shall obtain and maintain all necessary licenses through the State of Connecticut, Department of Motor Vehicles, required of their position, or any position they may temporarily or periodically fill, including, but not limited to, a Commercial Driver's License (CDL). Failure of any employee to obtain and maintain such licenses may result in suspension or termination.
- B. Each affected bargaining unit employee will be required to obtain form R-323 (most current version) or an update of form R-323 from the City's HR Department to take to their physician to be completely filled out by their physician at employee's expense; and
- C. The bargaining unit employee will provide the original "examination to determine physical condition of driver" form R-323 or an update of form R-323 to the HR Department after completion of their physical to retain in the CDL files; and
- D. Bargaining unit employees shall provide the original State of Connecticut Medical Examiner's Certificate B328 to the City's HR staff for the purpose of making a copy from the original to maintain in the CDL files as required for proof that the bargaining unit employee meets the standards under the Federal Motor Carrier Safety Regulations; and
- E. The bargaining unit employee is to provide all of the above-discussed information to the City's HR Department no less than at least two weeks prior to expiration of their last medical recertification; and
- F. Bargaining unit employees who are required to maintain a CDL license and corresponding medical certifications based upon their position description will remain in the Foley Services Incorporated random pool of drug and alcohol testing that is in place.

IN WITNESS WHEREOF, said parties have caused this Memorandum of Understanding to be executed by their duly authorized representative on this 18 day of July, 2006.

WITNESS

Heidi Corneau

THE CITY OF GROTON

Dennis L. Poppe
DENNIS L. POPPE, MAYOR

WITNESS

Caroline A. Belmont

UNITED STEELWORKERS

Carl Turner
CARL TURNER
STAFF REPRESENTATIVE
Kevin Cini
KEVIN CINI, UNION PRESIDENT
LOCAL UNION NO. 9411-00 CO