
AGREEMENT

CITY OF GROTON

AND

**THE CITY OF GROTON UTILITIES EMPLOYEES
LOCAL 818 OF COUNCIL #4, AFSCME, AFL-CIO**

JULY 1, 2023 – JUNE 30, 2026

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This Agreement made and entered into between the City of Groton, in the County of New London and State of Connecticut, hereinafter referred to as "the Employer" or "the City" or "the Department," and the City of Groton Utilities Employees, Local 818 of Council #4, AFSCME 818, AFL-CIO located in said City of Groton, hereinafter referred to as "the Union."

WITNESSETH:

Whereas, it is the intent and purpose of the parties hereto to promote a harmonious relationship between the Employer, its employees and the Union.

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE 1 RECOGNITION, MEMBERSHIP AND RIGHTS

Section 1.1 Recognition

- a. The Employer recognizes the Union as the exclusive bargaining agent for all employees in job classifications of the salaried exempt positions of Manager, Water/Wastewater Operations; Manager, Water/Wastewater Engineering; Manager, Electric Operations; Manager, Electric Engineering; Electrical Engineer; Environmental Engineer; Junior Electrical Engineer; Project Manager Operations, PMP; and Billing Manager, Customer Service and the hourly non-exempt positions of Manager, Water Quality; General Foreman, Electric Operations; General Foreman, Water Operations; and Assistant General Foreman, Electric Operations.
- b. The Union agrees that its members, who are employees of the Department, will individually and collectively perform efficient work and service, 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 Department and its interest and to prevent loss of tools and materials, and that they will cooperate with the Department in promoting and advancing the welfare of the Department and the service at all times.
- c. It is mutually agreed that any and all privileges enjoyed by the employees prior to this Agreement shall remain in effect and shall not be abrogated because of oversight or negligence in the preparation of this Agreement.
- d. The Union shall notify the Department in writing of the identity of its elected and appointed officers, and, in the event of a change in any officer, shall notify the Department of such change promptly. Notices to the Department under this provision shall be directed to the Director of Utilities.

Section 1.2 Membership, Dues and Fees

- a. Upon receipt of an employee's signed authorization to deduct membership dues or voluntary agency fees, the City agrees to deduct from the pay of the employee an amount established and periodically adjusted by the Union. Such deductions shall continue unless the employer is notified in writing by Council 4 that the employee is no longer a member. Council 4 reserves the right to notify and/or replace any such authorization form.
- b. The parties recognize that the authorization of the Union to payroll deductions is an agreement solely between the Union and its members which the member may revoke consistent with the Union's membership rules. Should a bargaining unit member approach the Employer or its

agent to terminate or modify his or her contractual relationship with the Union, that bargaining unit member will be directed to communicate such intent directly with the Union.

- c. The Union shall notify the Employer in writing of its uniformly required amounts of membership initiation fees and monthly dues. In the event that such fees or dues are to be changed during the term of this Agreement, the Union concerned shall give the Employer a minimum of thirty (30) days written notice in advance of such change. Notices to the Employer under this provision shall be directed to the Director of Utilities.
- d. Upon receipt of individual written authorization and assignment from employees in job classifications listed in Article 14 (Wages), the Employer will deduct uniformly required monthly Union dues from the employee's wages and remit the same to Council 4. If an employee is transferred out of the bargaining unit, the authorization for payroll deduction of Union dues will automatically become void at the end of the calendar month within which the transfer is effective. Deductions shall be remitted to the AFSCME Council 4 not later than twenty (20) days after the end of the preceding month during which deductions were made.
- e. The Union agrees to indemnify, defend, and save the City harmless against any and all claims, demands, suits, or other forms of liability, including all legal fees and costs that arise out of or by any action or inaction taken by the City for the purpose of complying with the provisions of this Article.
- f. Each month the Employer will submit information on employees represented by the bargaining unit in the format of an Excel spreadsheet (or other report) to the Union via a secure upload site to be provided by the Union. The spreadsheet will contain the following information for all employees represented by bargaining unit: Last name, First Name, Middle Initial, Hire Date, rate of pay, total hours worked in the reporting period, dues paid, employment status, job hours, Employee ID, job title, shift, worksite, home address, home phone, cell phone, work email, and home email.
- g. All new hires which are represented by the bargaining unit, within fifteen (15) days of their start date, shall be released from work, for one (1) hour without loss of pay, to attend a Union orientation. Management shall not be present during the Union's orientation.

Section 1.3 Coverage

This Agreement shall be applied uniformly to all regular salaried employees and there shall be no discrimination among employees as regarding terms and conditions of employment. The salaried exempt positions of Manager, Water/Wastewater Operations; Manager, Water/Wastewater Engineering; Manager, Electric Operations; Manager, Electric Engineering; Electrical Engineer; Environmental Engineer; Junior Electrical Engineer; Project Manager Operations, PMP; and Billing Manager, Customer Service are salaried positions and do not receive pay for hours worked in excess of 40 or any other type of overtime work.

ARTICLE 2 HOURS OF WORK – OVERTIME - HOLIDAYS

Section 2.1 Working Hours

- a. Subject to change by the Director of Utilities, the normal maximum work day shall be eight (8) hours in any twenty-four (24) hour period and the normal maximum workweek shall be forty (40) hours, Monday through Friday, inclusive.

- b. Subject to change by the Director of Utilities, the normal work schedule shall mean Monday through Friday, and normally scheduled work hours shall mean eight (8) hours of work between 7:00 a.m. to 4:00 p.m.

Section 2.2 Holidays

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

New Year's Day	Indigenous People's Day
Martin Luther King Day	Veteran's Day
Presidents Day	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	Christmas Day
Juneteenth	Employee's Birthday
Independence Day	
Labor Day	

Whenever any holiday occurs on a Sunday, the Monday following such day shall be recognized as the holiday. If a holiday occurs on a Saturday, the preceding Friday shall be recognized as the holiday. The employee's birthday can be used as a personal day in increments of not less than one hour.

Section 2.3 Work on Vacation

Any employee who is called in to work while on a vacation day shall have a choice of substitute time off. Every effort will be made to coordinate the desired time off between the employee and management of the Utilities Department.

Section 2.4 Call Time

- a. Employees placed "on call" will hold themselves available during the period assigned.
- b. Employees will be paid eight hundred fifty dollars (\$850.00) for each week assigned on-call, regardless of the number of service areas assigned.
- c. The Billing Manager shall also receive \$425 per week for on call Customer Service (shut offs) for the period April 1 – November 1, or on a per diem basis after November 1, for each week she is assigned, and continuing to rotate with Tina Daniels, GM Customer Service. The Billing Manager will also be paid an additional \$50 for a holiday listed in Section 2.2 of the CBA that falls during the coverage week.

Section 2.5 Rest Time

If any employee is required to work outside of his/her normal 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 the 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, but in no instance shall such rest time be less than two (2) hours.

Section 2.6 Meals

- a. 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.
- b. During work performed outside of normal scheduled working hours, the Employer will furnish meals at its expense at four (4) hour intervals unless a majority of the employees concerned in a work group in any instance agree to extend the four (4) hour interval.

Section 2.7 Overtime

- a. Hourly Employees who work either prior to or immediately after their normal work hours shall be paid at the applicable overtime rate for hours worked in excess of forty (40) hours in a week. Notwithstanding this section or any other sections of this Agreement, the positions of Manager, Water/Wastewater Operations; Manager, Water/Wastewater Engineering; Manager, Electrical Operations; Manager, Electric Engineering; Electrical Engineer; Environmental Engineer; Junior Electrical Engineer, Project Manager, PMP; and Billing Manager, Customer Service are salaried exempt positions and do not receive pay for hours worked in excess of 40 or any other type of overtime work except as detailed in sub-paragraph (b) below. All overtime work must be approved in advance by the Director of Utilities, Operations Manager, or his/her designee unless the same is related to an emergency.
 - 1) Overtime and Saturday work shall be paid for at one and one-half (1½) times the basic hourly rate.
 - 2) Sunday and holiday work shall be paid for at the rate of two (2) times the basic hourly rate.
 - 3) All work in excess of sixteen (16) consecutive hours shall be paid at the rate of two (2) times the basis straight pay.
- b. For emergency purposes only, exempt employees shall be paid overtime at the straight time rate for emergency time worked which exceeds 50 hours in the work week (the seven day pay period), provided: 1) the employee is on site or in the field; and 2) the employee was directed to report to work by the Director of Utilities, the Operations Manager, or his/her designee. Emergency time shall include time worked during any storm, hurricane, blizzard, major water main break, major sewer event, major power outage or similar events of an emergency nature.
- c. All payments for overtime must be submitted to and approved by the Director or Utilities or his/her designee.

Section 2.8 Safety Conditions

- a. Employees shall be required to wear safety shoes as specified by the Director of Utilities. The Employer shall pay one hundred percent (100%) of the cost, but not to exceed two hundred and fifty dollars (\$250.00) per pair of safety shoes. Further, the maximum number of safety shoes to be purchased by the Employer in any fiscal year shall be two (2) pairs per employee.
- b. Employees who require prescription safety glasses will be reimbursed once every other year the full cost of frames and lens and/or replacement lenses, as needed, up to five hundred dollars (\$500.00), in accordance with the present system of purchase and excluding sunglasses.

- c. The City will provide protective clothing as needed for employees required to wear protective clothing.

ARTICLE 3 VACATION - SICK LEAVE - FUNERAL TIME – PERSONAL DAYS

Section 3.1 Vacation

- a. Employee’s vacation time is a benefit provided based on continuous years of employ using the employee’s date of hire anniversary to determine the amount of vacation time earned. The employee will earn additional vacation time on their date of hire anniversary date.
- b. Employees' vacation for the calendar year will be put in their vacation account on or about January 1st as set forth in subsection 3.1.c.
- c. Employees shall be entitled to vacation time at basic straight time pay as set forth below:
 - 1) Employees who have been in the continuous employ of the Employer for six months or more, but less than one (1) year will be entitled to five days of vacation time.
 - 2) Employees who have been in the continuous employ of the Employer for one (1) year or more, but less than five (5) years, will be entitled to ten (10) days of vacation time.
 - 3) 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 entitled to fifteen (15) days of vacation time. .
 - 4) Employees who have been in the continuous employ of the Employer for eleven (11) years or more will be entitled to fifteen (15) days of vacation time plus one (1) additional day of vacation time for each continuous year of service beyond eleven (11) years to a maximum of twenty-five (25) days of vacation.

818 Vacation Schedule Proposal	
Years of Service	Vacation Days Earned
6 months < 1 year	5 days
1 year < 5 years	10 days
5 years < 11 years	15 days
11 years	16 days
12 years	17 days
13 years	18 days
14 years	19 days
15 years	20 days
16 years	21 days
17 years	22 days
18 years	23 days
19 years	24 days
20+years	25 days

- 5) Regular employees entering the bargaining unit on or after January 1st, 2012 from another Employer bargaining unit or non-union position, who have been in the continuous employ of the Employer for fifteen (15) or more years and who, at the time of transfer into the bargaining

unit, were allowed more than twenty-five (25) days' vacation at straight time pay, shall be grandfathered at the specific number of days allowed based on their years of employment at the time of transfer.

- d. When one of the recognized holidays, as specified in Article 2, Section 2, occurs within an employee's vacation period, such employee will incur only the actual number of vacation days used.
- e. 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.

For purposes of scheduled vacations, vacation time shall be understood to mean one (1) week or more. Half-day and single day vacations may occur outside of those scheduled per approval by manager at least twenty-four (24) hours in advance.

Payment of scheduled vacation time off will be made on the pay day 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.

- f. All vacations must be completed within the calendar year and cannot be accumulated or carried over into subsequent years 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 said period, 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 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 as soon as it becomes apparent to the employee that he/she will be unable to take all or part of his/her/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 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.

- g. Employees who terminate employment with the City of Groton will be paid on a pro-rated basis from January 1st for vacation time earned during the year of termination only. Retiring employees will be paid in full for all vacation in their vacation account as of January 1st in the year of retirement.

- h. Payment for Unused Vacation

Employees must take a minimum of two (2) weeks' vacation or one-half (½) of his/her earned vacation, whichever is greater, as vacation time each calendar year.

Employees must submit a request for payment in lieu of vacation on forms provided by Human

Resources, for vacation time that will not be taken.

All requests for payment in lieu of vacation will be submitted to the Director of Utilities by October 1st of the calendar year involved. If approved, payments will be made on the last payday in October and will be based on a forty (40) hour workweek.

Section 3.2 Funeral Leave

- a. In the case of death of spouse, child, mother or father, an employee shall be entitled to five (5) consecutive workdays off without loss of pay. In the case of death of mother-in-law or father-in-law, under the same roof as the employee, the employee shall be permitted to use five (5) workdays off without loss of pay for the purpose of attending a service or attending to matters incident to the death.
- b. In the case of death of mother-in-law or father-in-law not living under the same roof as the employee, or the employee's sister, brother, grandparent, grandchild, or any other relative under the same roof as the employee, the employee shall be permitted to use three (3) workdays off without loss of pay for the purpose of attending a service or attending to matters incident to the death.
- 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 calendar days off without loss of pay.

In the case of all other deceased relatives, provided the employee attends the funeral, he/she shall be entitled to one (1) day off without loss of pay.

Any funeral time to which an employee would be entitled under paragraphs 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 substitute vacation time off with basic straight time pay.

Section 3.3 Sick Leave

- a. Employees shall be entitled to earn sick leave, from the date of hiring or transfer into the bargaining unit, at the rate of one and one quarter (1¼) days per month for a total of fifteen (15) days per year of employment, and such sick leave may be accumulated to a maximum of one hundred ninety-five (195) days.
 - 1) Employees shall not be entitled to use any earned sick leave during their first three (3) months of employment.
- b. Employees are entitled to use all accumulated sick leave in one (1) year, but sick leave shall be used only when necessary for sickness.
- c. Employees using sick leave shall notify their immediate supervisor within one (1) hour before normal starting time of the first day of their absence, stating that they are sick. In the event that the immediate supervisor is not available, the employee shall contact the administrative office by 8:30 a.m. of the same day. If a doctor has been consulted, a note from the doctor stating the nature of the illness should follow.

- d. Upon termination of employment for normal retirement or a job related disability, employees will be reimbursed for any sick time leave accumulated beyond forty (40) days but not to exceed a total of seventy-five (75) days paid to the employee. Therefore, in order for an employee to receive the above discussed maximum of seventy-five (75) days paid, the employee must have accumulated a total of one hundred fifteen (115) days (115 days minus 40 days equals 75 days) at the time of normal retirement or job related disability. In order to receive payment under Section 3d of this Article, an employee may not take sick leave during his/her last two (2) weeks of employment with the City prior to his/her retirement date or the date he/she begins terminal leave from the City, unless a medical certificate acceptable to management is provided by the employee to the City relative to said sick leave.
- e. The Employer may refuse to pay sick leave benefits if investigation shows falsification of any claim for sick leave benefits, and such conduct shall be absolute grounds for immediate discharge for any such employee.
- f. Sick leave benefits may not accrue or be paid whenever injury or sickness is due to employment with any outside employer.
- g. The Employer agrees to sanction the use of three (3) days' time of sick leave per year for the purpose of doctor and dentist appointments.
- h. The employee shall give his/her immediate supervisor advance notice of each such appointment. The immediate supervisor shall notify the person responsible for maintaining the sick leave reports of the time consumed by each appointment to the nearest half hour.
- i. A medical certificate acceptable to management shall be required:
 - 1) For all sick leave exceeding three (3) days.
 - 2) For any prolonged illness or injury, a medical certificate will be required for every pay week period thereafter, except that one medical certificate may be acceptable to cover several weeks if it states that the employee will be unable to work for the specified period of time. Further, prior to returning to work, said employee shall provide the Employer with a medical certificate indicating that in the opinion of the medical physician, the employee is able to return to work and perform the duties associated with his/her position. At the Employer's discretion and expense, a Fitness for Duty examination may be required prior to the Employee's return to work.
 - 3) Failure to provide a medical certification in accordance with Sections 3i1 or 3i2 above shall result in the employee not being paid for said absence. In addition, said employee may be subject to additional disciplinary action.
 - 4) Notwithstanding Sections 3i1, 3i2, and 3i3 above, the Director of Utilities may at his/her sole discretion waive the requirement for a medical certificate on a case by case basis. The failure of the Director of Utilities to waive said requirement shall not be a grievable matter by the employee or the Union.
- j. A medical certificate acceptable to management may be required for the fourth (4th) sick leave occurrence and each subsequent sick leave occurrence during any calendar year. Failure to provide such a medical certificate, if required, shall result in the employee not being paid for

said absence. The failure of the City to require a medical certificate under this subsection shall not result in a waiver of the City's right to require the same in the future. Further, the failure of the Director of Utilities to waive said requirement shall not be a grievable matter by the employee or the Union.

Section 3.4 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. The following conditions would be taken into consideration: 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 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 in each individual case.

Section 3.5 Personal Days

Employees are granted three personal days each year. Personal time may be taken in one hour increments as needed.

Section 3.6 Family Leave

After one year of employment, an employee shall be permitted to use up to nine (9) sick days already earned for the year to care for illness or injury to members of the immediate family, which shall be documented by a medical certificate if requested by the Director.

ARTICLE 4 JOB POSTING AND PROMOTIONS

Section 4.1

When promoting an employee to fill a vacancy in a higher job classification within the bargaining unit, the Department will give first consideration to the qualifications of the applying employee having the greatest seniority. If this employee is qualified as evidenced by his/her skill, ability to handle the job, and his/her performance reports of record, he/she will be given the promotion.

- c. Promotional appointments and transfers into the bargaining unit are for a probationary period of ninety (90) days during which time an employee shall demonstrate ability to perform the position in a proficient manner. In the event of unsatisfactory performance within the ninety (90) day probationary period, an employee shall be returned to the position and pay rate formerly occupied.

The Union shall be notified of all job vacancies in salaried positions and any new salaried positions. First consideration shall be given to bargaining unit employees.

- b. When a vacancy exists and when the Employer wishes to add to the number of employees in any classification shown in Article 14, Wages, suitable notice will be given to all Union members.
- c. The Employer will give consideration through a formal interview to its regular qualified employees over hiring new employees when making placements in job openings.

- d. An hourly employee who is temporarily assigned by the Director of Utilities or his/her designee to perform work normally performed by a manager on account of the absence from work of a manager will be paid a 10% differential over his/her normal rate of pay.

ARTICLE 5 MILITARY LEAVE - JURY DUTY

Section 5.1 Military Leave of Absence

- a. The Employer will reinstate, without loss of 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 the particular branch of service. Upon the employee's reinstatement, he/she will receive the prevailing wage rate for his/her job classification.
- b. It is the intent of the City of Groton to provide compensation in the form of "Gap Pay" for an employee who is required to report for active duty in the National Guard or an Armed Forces Reserve Unit. An "employee" is defined as any full-time employee of the City of Groton. "Gap Pay" is defined as the difference between the employee's base rate of pay and the military basic pay. It is the responsibility of the employee to provide the City of Groton Finance Director with a copy of their Leave and Earnings Statement (LES) when there is a change in their military basic pay for verification. Any full time employee who is called to active duty will receive "Gap Pay" for the duration of their active service for a period of up to one year. Payment of "Gap Pay" will commence as of the date of call-up to active duty. It is the responsibility of the employee to provide their official military orders to the City of Groton Finance Director as verification of their date of call-up. No employee will be required to exhaust their accrued vacation or sick time in order to be eligible for "Gap Pay". The City Council reserves the right to extend "Gap Pay" beyond the one year period in accordance with Ordinance 165. Written notification will be made to the City Council by the City of Groton Finance Director and the Department Head of the employee on active duty not less than 30 days in advance of the end of the initial one year period.
- c. The Employer may use temporary or part-time help 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 terms of (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 5.2 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 regular scheduled work shift by his/her jury duty.
- b. To be eligible to receive this difference, an employee must notify the Employer within one (1) working day after receipt of notice to report for jury duty. Additionally, the employee must furnish to the Employer a statement or record from the appropriate public official, showing the date and time served and the amount of pay received for same. "Regular scheduled work shift" as used in this Article constitutes a maximum of eight (8) hours per day and forty (40) hours per week.

ARTICLE 6 GRIEVANCES

Section 6.1 Grievance Defined

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 or breach or violation of this Agreement or any dispute among the parties.

Section 6.2 Purpose and Procedure

- a. The purpose of the grievance procedure shall be to settle employee grievances on as low a level as possible and as quickly as possible to ensure efficiency and employee morale. It shall be the responsibility of all parties to come to a quick and amiable solution.
- b. Any such grievance shall be settled in accordance with the following procedure:
 - 1) The aggrieved employee and the Union President or Vice President shall take up the grievance with his/her immediate supervisor within twenty (20) 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 the next higher level of supervision. The said next higher level of supervision will discuss the grievance with the employee and the Union representative 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 Union President or Vice President shall present the grievance to the Director of Utilities within five (5) working days. After receiving the grievance, the Director of Utilities shall call a meeting which shall include the department head, the aggrieved employee, the Union representative, and counsel for both parties. The Director of Utilities shall make a report of his/her finding and render a decision in writing within five (5) working days after said meeting.
 - 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 matters shall then be referred to the American Arbitration Association to arbitrate such dispute or grievance under its rules and regulations for binding arbitration. The decision of the Arbitrator shall be final and binding on both parties and shall have the same force and effect as a judgment at law.

Section 6.3 Pay During Settlements/Arbitration

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 6.4 Probationary Employees

The probationary period for new hires shall be for one (1) year from the date of hire. 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 7 RESERVED FOR FUTURE USE

ARTICLE 8 STRIKES AND LOCKOUTS

Section 8.1

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, slowdown or stoppage of the Employer's operation.

ARTICLE 9 FUNCTIONS OF MANAGEMENT

Section 9.1

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, power 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, power and authority. The Union recognizes that the Employer's rights, power and authority include, but are not limited to, the right to manage its operation, direct, select, decrease and increase the work force, including hiring, promotion, demotion, transfer, layoff, suspension, discharge for just cause; the right to make all plans and decisions on all matters involving its operations, the extent to which the facilities of any department thereof shall be operated, additions thereto, replacements, curtailments or transfers thereof, removal of equipment, outside purchases of products or services, the scheduling of operations, means and process of operations, the materials to be used, and the right to introduce new and improved methods and facilities and to change existing methods and facilities; to maintain discipline and efficiency of employees, to prescribe rules to that effect; to establish and change standards and quality standards, determine the qualifications of employees; and to run the department efficiently. Nothing herein contained shall abridge any of the terms of this Agreement.

ARTICLE 10 DISABILITY

Section 10.1 Pay During Recovery

- a. 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 and is able to return to work or for a period of fifteen (15) months, whichever comes first.
- b. The City may require an employee receiving payment under the Workers' Compensation Act to submit to the City written medical reports from the employee's doctor(s) at least once a

month, to certify that he/she is still injured or disabled, and is not capable of returning to his/her job with the City, and that said employee has not reached the point of maximum recovery.

Section 10.2 Alternate Jobs and Pay

It is agreed that in the event a regular employee becomes physically incapable of performing his/her regular duties because of an injury sustained in the course of his/her employment but is able to work, then he/she may 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 (20) years of continuous service, there shall be no reduction of pay even though he/she is able to perform only duties of a lower job classification.
- b. For an employee with fewer than twenty (20) 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 is reassigned by the product of five percent (5%) times his/her years of continuous service and adding the amount so obtained to the maximum basic rate of the lower rated job classification.

Section 10.3 Special Considerations

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.

Section 10.4 Request for Demotion

Any 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.

ARTICLE 11 EDUCATIONAL REIMBURSEMENT

Section 11.1

All employees who successfully complete educational course(s) approved by the Employer shall be reimbursed for the amount expended by the employee in payment of tuition for each course(s) and the reimbursement for textbooks necessary for completion of the course(s), with a grade of "C" or better, up to \$3,000 per semester, per employee, up to two (2) semesters per year (\$6,000 total) so long as the courses are job related.

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.

Two (2) years of additional service with the City is required at the end of completion of each semester; otherwise, the aforesaid tuition reimbursement must be repaid to the City by the employee. The City reserves the right to deduct the same from any payments, including, but not limited to, salary, vacation, and sick leave, owed to the employee at the time of termination of

service with the City, irrespective of the reason.

ARTICLE 12 INSURANCE AND PENSION

The Employer shall provide the following insurance coverage at Employer expense:

Section 12.1 The City of Groton Plan (hereinafter "Plan")

All employees shall be covered by either a PPO Plan or a HDHP/HSA with a \$2000/\$4000 deductible. See Appendix D for summary plan descriptions.

Section 12.2 Alternate Insurance Coverage

- a. Unless otherwise specified in this Agreement, the City shall continue to provide the coverage set forth in Appendix D, or any other Plan, provided that benefits are not less than those currently in effect.
- b. The City also may offer one and/or more alternate plans as an option to the plans described in section 12.1, The City reserves the right to determine the terms, conditions, cost shares and all substantive aspects of any alternate, optional plan.

Section 12.3 Rights of Retirees

- a. Any employee hired prior to July 1, 2008 will be provided with the following medical retiree benefit options:
 - 1) Each employee hired prior to July 1, 2008, who retires on or after August 1, 2016, at age sixty (60) or later under the normal retirement provision of the pension plan, who elects to participate in medical and prescription coverage may do so as follows:

Medical and prescription coverage is the same as provided to active employees, as those coverages may change from time to time, individual and spousal coverage only, up to the date said employee reaches Medicare eligibility or the age of sixty five (65), i.e., a maximum of five years from the date of his/her retirement.

Retiree cost share percentage toward the premium/allocated rate that is in effect for active bargaining unit employees, as that percentage may change from time to time.

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. Spousal coverage will be discontinued if the spouse turns age 65 before the retiree turns age 65. Further, if said spouse is covered by another medical insurance policy, there shall be no coverage for the spouse under this Agreement.

An employee who participates in medical and prescription drug coverage pursuant to the above terms, and who then becomes Medicare eligible, shall be permitted, individual coverage only, to participate in a qualified Medicare Supplement Plan F or comparable Medicare Advantage Plan or comparable insurance. The retiree shall pay

the same cost share percentage toward the premium/allocated rate as that paid by active bargaining unit employees, as that percentage may change from time to time.

- 2) Any employee hired prior to July 1, 2008, who retires (1) under the early retirement provision of the pension plan with at least thirty (30) years of service, or (2) prior to normal retirement age under the disability provision, shall be permitted, at his/her own expense, to purchase medical and prescription drug coverage offered to then-current bargaining unit employees through the City, individual coverage only. If the employee continues to participate in the City's medical and prescription drug coverage as of age sixty (60), then he/she will then be eligible, individual coverage only, for medical and prescription drug coverage, offered to active bargaining unit employees, at the same cost share as that paid by active bargaining unit members, provided the City is able to obtain such insurance.

An employee who participates in medical and prescription drug coverage pursuant to the above terms, and who then becomes Medicare eligible, shall be permitted, individual coverage only, to participate in a qualified Medicare Supplement Plan F or comparable Medicare Advantage Plan or comparable insurance. The retiree shall pay the same cost share percentage toward the premium/allocated rate as that paid by active bargaining unit employees, as that percentage may change from time to time.

- 3) It is mutually agreed that any cost shares owed per subparagraphs a, b, c and/or d 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.

- b. Any new employee hired (or re-hired) on or after July 1, 2008, shall not be eligible to purchase and/or receive retiree medical and/or prescription coverage of any kind through the City.

Section 12.4 Dental Plan

The Employer shall provide the City of Groton Full Service Dental with Rider A, or comparable insurance, and shall pay eighty percent (80%) of the premium cost for the same. See Appendix C.

Section 12.5 Life Insurance

- a. The Employer shall provide each employee with group life insurance of one and one half (1½) times the employee's annual salary rounded to the nearest one thousand dollars (\$1,000.00). The amount of group life insurance shall be adjusted annually on October 1st.
- b. Employees who retire on or after January 1, 1997, shall receive a group life insurance policy equal to one (1) times his/her annual salary at the time of retirement to a maximum of fifty thousand dollars (\$50,000.00).

Section 12.6 Medical Insurance Co-Pay by Employees

- a. PPO Plan

Effective July 1, 2023, employees will pay twenty-one percent (21.0%) of the annual cost of said medical and prescription insurance coverage. Effective July 1, 2024, employees will

pay twenty-one and one-half percent (21.5%) of the annual cost of said medical and prescription insurance coverage. Effective July 1, 2025, employees will pay twenty-two and one-half percent (22.5%) of the annual cost of said medical and prescription insurance coverage. It is mutually understood and agreed that such amount shall be periodically deducted, in advance, from the employee's pay.

b. HDHP/HSA Plan

- a. For the \$2000/\$4000 HDHP/HSA, effective July 1, 2023, employees will pay eleven percent (11%) of the cost of medical and prescription insurance coverage. Effective July 1, 2024, employees will pay eleven and one-half percent (11.5%) 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. It is mutually understood and agreed that such premium share contributions shall be periodically deducted, in advance, from the employee's pay.

The City shall contribute 50% of the deductible to the employee's HSA for the plan year effective July 1, 2023 and each year of the contract thereafter. The City shall make its contribution in July.

An HRA shall be made available for any employee enrolling in the HDHP who is precluded from participating in the HSA bank account because the individual is ineligible to have a health savings account funded due to military service or other legal or IRS regulations exclusion. The annual maximum reimbursement by the City shall not exceed the City's annual deductible contribution for those in the HSA. Unused HRA funds may rollover to subsequent plan years, however, the balance in the individual's HRA shall never exceed the full HDHP deductible; employees are not eligible to take unused funds when leaving employment. Premium contributions for the participants in the HRA shall be the same as the HSA.

- b. The City will provide to the dependent family (spouse and eligible children) of any employee who dies while employed by the City, the existing medical coverage provided to said employee upon date of death for a maximum period of one (1) year or until the spouse/children are covered by another insurance policy, whichever is less.
- c. 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 or 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 12.7 Waiver of Coverage

- a. Notwithstanding the above, employees, who otherwise have medical coverage, 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 two thousand five hundred dollars (\$2,500.00).

Payment to those employees waiving coverage shall be made in equal payments in October and March. The Department wishes all employees to have comparable medical coverage, and this provision is not intended to allow an employee to be uninsured. Therefore, to qualify for a waiver, an employee must submit with the written request for a waiver, proof of generally comparable coverage. Proof of change in insurance status may be required by the Department. 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 Department-provided insurance coverage, the written waiver may, upon written notice to the Department, be revoked. Loss of comparable coverage shall be deemed a change in employee status for purposes of this subparagraph, and it shall be the employee's duty to inform the Department if and when the employee loses comparable coverage. 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 Department 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 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. 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.
- d. Waiver of coverage procedures must be acceptable to the applicable insurance carrier.

Section 12.8 Pensions

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 said Plan, as amended and restated in Appendix F attached hereto and made a part hereof.

ARTICLE 13 SUBCONTRACTING

Section 13.1

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 14 WAGES

Section 14.1 Job Classifications/Descriptions

It is agreed that the Employer shall maintain job classifications for each bargaining unit position, which are to be signed by the employee assigned to the position and placed in the employee's personnel file. The same are attached to and hereby made a part of this Agreement in Appendix A.

Section 14.2 Hourly Rates of Pay

Each bargaining unit member who is on the payroll as of the date this Agreement is ratified, shall receive the general wage increase provided for below.

Each employee covered by this Agreement shall receive effective and retroactive to July 1, 2023 the general wage increases provided in Appendix B - Wages.

Each position included in Appendix B, shall, effective July 1, 2024, receive a wage adjustment or salary increase of 2.75%, for the period July 1, 2024 – June 30, 2025, as set forth in Appendix B.

Each position included in Appendix B, shall, effective July 1, 2025, receive a wage adjustment or salary increase of 2.75%, for the period July 1, 2025 – June 30, 2026, as set forth in Appendix B. The City reserves the right to slot new hires into Local 818 from outside or inside the City, or current 818 employees filling vacancies, above step 1 based on their education, training and experience.

Section 14.3 Direct Deposit

All members of the bargaining unit shall be paid via direct deposit on a biweekly basis, to be implemented only after all other City bargaining units agree.

ARTICLE 15 SUBSTANCE ABUSE POLICY

Section 15.1 Purpose

The purpose of this policy is as follows:

- 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;
- 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 15.2 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 his/her designee.
- f. Employee Assistance Program - means Employee Assistance Program provided by the City of Groton or any agency/entity the City has contracted with to provide said program.

Section 15.3 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 the Employee Assistance Program can occur by self-referral, recommendation or referral by a Supervisor or the Director of Utilities or his/her designee.
- b. Request for assistance 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.
- d. Rehabilitation itself is the responsibility of the employee. Leave will be provided consistent with the Family and Medical Leave Act ("FMLA"), the Americans with Disabilities Act ("ADA"), and/or comparable state law as appropriate and applicable.

Section 15.4 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, including, but not limited to, excessive absenteeism or tardiness, accidents, or inability to perform in a satisfactory manner, may be referred to the Employee Assistance Program and/or subject to discipline.

Section 15.5 Prescription Drugs

- a. No prescription drug shall be brought to work by any employee other than the employee 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, including, but not limited to, excessive absenteeism or tardiness, accidents, or inability to perform in a satisfactory manner, may be referred to the Employee Assistance Program and/or subject to discipline.

Section 15.6 Illegal Drugs

- a. The use of an illegal drug or controlled substance or the possession of them, on or off duty, is 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 is cause for suspension 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 15.7 Procedures

The procedures of the City of Groton's Department of Utilities regarding employee using, possessing, or under the influence of alcohol, drugs, chemicals, 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 grounds to believe an employee is under the influence of alcohol, drugs, or chemicals shall immediately relieve said employee from duty in order to protect said employee, fellow employees, and the public from harm.

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

STEP 3: Both the Supervisor and the Director of Utilities or his/her designee will interview the employee and if they both believe, based upon reasonable grounds, that the employee is under the influence of alcohol, drugs, or chemicals, then said employee will be taken to the Department of Utilities' designated hospital or testing facility.

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 his/her designee should document reasons and observations, such as 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 drug and/or alcohol test.

- (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 and may be used in disciplinary proceedings against the employee.

- (2) If the tests are not given and the results not provided, the employee will be considered in violation of this Collective Bargaining Agreement between the City and the Union and the Department of Utilities Rules and Regulations.
- (3) The employee will be relieved of duty and removed from the payroll.

STEP 6: When an alcohol/drug 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 and/or subject to discipline.
- (2) The Director of Utilities or his/her designee shall make 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 driving a Department of Utilities apparatus involved in an accident may be tested for drugs and alcohol.

Section 15.8 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. The City shall have no obligation to hire any applicant who fails said alcohol or drug testing.

Section 15.9 Non-Waiver of Right

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.

ARTICLE 16 MISCELLANEOUS

Section 16.1 Municipal Vehicles

Employees assigned on-call for a particular week will be assigned a municipal vehicle for that week. The assignment of a take home vehicle otherwise shall be at the sole discretion of the Director of Utilities. Use of a take home vehicle under all circumstances is limited to commuting to and from work and responding to calls. The decision of the Director of Utilities not to assign a take home vehicle is neither grievable nor arbitrable.

ARTICLE 17 DURATION

Section 17.1 Length of Agreement

This Agreement shall remain in full force and effect from July 1, 2023 – June 30, 2026. The same amends, modifies, extends, and supersedes the prior Collective Bargaining Agreement between the parties covering the period July 1, 2019 through June 30, 2023.

Section 17.2 Effective Date of Contract Revisions

Unless otherwise indicated, all agreed upon changes in this Agreement shall become effective upon execution of said Agreement by the parties, or as soon thereafter as possible or practicable, whichever date is later. This Agreement shall remain in full force and effect up to until the completion of successor contract.

Section 17.3 Successor Agreement

The Union shall notify the Mayor in writing not less than one hundred eighty (180) days prior to the expiration of this Agreement that it desires to commence negotiations for a successor Agreement. Negotiations for a successor Agreement shall commence on or about January 1, 2026.

Section 17.4 Copies of Contract

The Employer agrees to provide all members of the Union a copy of the signed agreement within thirty (30) days of signing by both parties.

Section 17.5 Complete Agreement

The parties agree that the above Articles and Appendices constitute the full and complete agreement between them and supersede all prior understandings, practices, procedures and policies for the employees covered by this Agreement. All written MOA's shall be considered part of the CBA.

ARTICLE 18 PERFORMANCE EVALUATION REPORT

Section 18.1 Purpose

It is agreed that at review time Department Heads/Managers will evaluate/review the supervisory employee for the purpose of determining how well the employee is doing in his/her job.

Section 18.2 Performance Evaluation Report

A performance evaluation report shall be an important basis for reclassification (promotion, demotion, transfer). Reclassification shall be based on the employee's ability or skill and successful performance in a previous job. A performance evaluation report shall be the record of the employee's past performance.

Section 18.3 Scope of Performance Evaluation Report

The performance evaluation report shall be in writing and shall evaluate/review how the employee is performing in his/her present assignment at the present time. The performance evaluation report shall

also state the Department Head/Manager's suggestion for improvement. The performance evaluation report will be submitted on the individual on his/her anniversary date.

Section 18.4 Performance Evaluation Report Factors

The factors to be used for performance evaluation report will be found in Appendix E. Department Heads/Managers shall personally review and discuss performance evaluation reports and reviews individually with all assigned employees. Each employee shall be given a copy of his/her performance evaluation report by the Human Resources Department. Each employee will be asked to sign said report and the same shall be a permanent part of the employee's official personnel file located in the Human Resources Department. If an employee does not agree with his/her evaluation, the employee shall have the right to submit a written rebuttal within thirty (30) days of receipt from the Human Resources Department.

Section 18.5 Function of Employee Leadership in Performance Evaluation Report

Both parties agree that it is in the best interest of the Employer and employee to develop effective leadership from within the employee ranks. It is further recognized that performance evaluation report process should be based on those items which come within the rater's personal experience.

Section 18.6 General

Performance evaluation reports shall be kept confidential by having the Human Resources Department personnel type the performance evaluation report.

Signature Page

IN WITNESS WHEREOF, the parties have caused their names to be signed on 23 of February 2024

WITNESS

FOR THE CITY OF GROTON



Linda J. Avedisian
Director of Human Resources



Keith Hedrick
Mayor

WITNESS

FOR THE UNION



Tricia Johnson
Staff Representative
Local 818 of Council #4,
AFSCME, AFL-CIO



WITNESS



Mauricio Duarte, President
Local 818 of Council #4,
AFSCME, AFL-CIO



APPENDIX A POSITION DESCRIPTIONS

ASSISTANT GENERAL FOREMAN ELECTRIC OPERATIONS

GENERAL FOREMAN, ELECTRIC SUBSTATION OPERATIONS

GENERAL FOREMAN, ELECTRIC LINE OPERATIONS

GENERAL FOREMAN, WATER OPERATIONS

MANAGER, ELECTRIC ENGINEERING

MANAGER, ELECTRIC OPERATIONS

MANAGER, WATER/WASTEWATER OPERATIONS

MANAGER, WATER/WASTEWATER ENGINEERING

MANAGER, WATER QUALITY

ELECTRICAL ENGINEER

PROJECT MANAGER, PMP

ENVIRONMENTAL ENGINEER

JUNIOR ELECTRICAL ENGINEER

BILLING MANAGER

Position Title: Assistant General Foreman Electric Operations
Department: Utilities - Electric
Section: Electric Division
Reports to: Manager, Electric Operations
Contract: AFSCME Local 818
FLSA Status: Non-Exempt
Approved By: AFSCME Local 818/Mayor and Council
Approval Date: November 29, 2011

SUMMARY

The Assistant Foreman Electric Operations, under the general supervision of the Manager, Electric Operations, is responsible for assisting the General Foreman, Electric Operations in supervising/managing the line section, substation section, and stockroom. The Assistant General Foreman Electric Operations is also responsible for the installation, maintenance and operation of electric facilities and related equipment.

ESSENTIAL DUTIES AND RESPONSIBILITIES

1. Performs work according to applicable Federal and State safety regulations and maintains conformance with regulatory requirements.
2. Responsible for the safety of each member assigned.
3. Supports and implements latest safety guidelines as developed and approved by the Executive Safety Committee.
4. Participates in safety manual review and safety meetings.
5. Coordinates and assigns work to line crews, electricians, and stockpersons with objectives of the Electric Division and Department goals.
6. Knowledgeable in maintenance procedures, substation and distribution operation.
7. Inspects fieldwork assignments and provides instruction and technical guidance as needed.
8. Maintains accurate records of time worked, materials used and work performed and completed.
9. Prepares and monitors switching sequences and operations for transmission and distribution lines.
10. Investigates complaints about voltage problems, interference, accidents and claims and reports findings promptly per established procedures.
11. Ensures that all employees under his/her jurisdiction are properly trained and follow safety procedures.
12. Inspects/oversees the installation of overhead, underground and substation facilities and equipment.

13. Executes, oversees and plans preventive maintenance program for the entire power delivery system.
14. Coordinates tree-trimming activities and the use of outside contractors to ensure system reliability and full utilization of all line personnel.
15. Oversees the installation and maintenance of meters, fire alarms, circuits and traffic lights.
16. Oversees the maintenance of electrical equipment located in City buildings and facilities.
17. Inspects/oversees wiring in residential and commercial buildings in cooperation with Building Inspectors and Fire Marshals.
18. Must be available on call stand-by rotation and for after-hours trouble calls and emergencies.
19. Must understand and comprehend one- and three-line diagrams, wiring schematics, AC and DC wiring diagrams and control wiring diagrams.
20. Must be efficient in working with computers, work order systems and SCADA systems.
21. Ensures Leaders have all necessary equipment, supplies, tools and safety gear available as needed for job assignments and monitors the maintenance of trucks and equipment assigned to the crews.
22. Performs all other duties as required and duly authorized, including, but not limited to the duties and responsibilities previously performed by the Line Foreman.

SUPERVISORY RESPONSIBILITIES

Reviews and discusses performance of staff with the Manager, Electric Operations. Inspects fieldwork assignments and provides instruction and technical guidance as needed.

Responsible for completing performance reports on schedule for each employee that is assigned to him/her.

Responsible for administering disciplinary action as directed by the Manager, Electric Operations, and/or Director of Utilities.

Manages utility personnel within their Division.

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.

EDUCATION AND/OR EXPERIENCE

Associate degree in electrical engineering or five (5) years' experience as a Senior Lineperson, Senior Electrician, Electrical Engineer or Engineering Aide and/or high school graduate with 10 years' experience as a Senior Lineperson, Senior Electrician, Electrical Engineer or Engineering Aide.

Must have training in electric metering, switching, test equipment, cable splicing, line work, substation and distribution operations.

Must have extensive experience in constructing, maintaining and operating a power delivery system.

Knowledgeable with state-of-the-art information, techniques and processes.

Must successfully pass and be listed as a CONVEX switcher and comprehend CONVEX operating instructions.

MATHEMATICAL SKILLS

Ability to work with mathematical concepts.

Ability to apply concepts of basic algebra.

Ability to apply concepts such as fractions, percentages, ratios and proportions to practical situations.

Ability to calculate figures and amounts such as proportions and percentages.

LANGUAGE SKILLS

Ability to effectively read, write and understand statutory language.

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

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

Ability to effectively present information to management.

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

REASONING ABILITY

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

Ability to solve electrical related technical problems.

Must be proficient in various computer software packages.

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, talk and listen. 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.

CERTIFICATES, LICENSES, REGISTRATIONS

Must possess and maintain a valid driver's license as a condition of employment.

WORK ENVIRONMENT

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

While performing the duties of this position, the employee is frequently exposed to outside weather conditions. The noise level in the work environment is usually quiet.

Position Title: General Foreman, Electric Line Operations
Department: Utilities - Electric
Section: Electric Division
Reports to: Manager, Electric Operations
Contract: AFSCME Local 818
FLSA Status: Non-Exempt
Approved By: AFSCME Local 818 and Director of Utilities
Approved: December 10, 2020

SUMMARY

The General Foreman, Electric Line Operations, under the general supervision of the Manager, Electric Operations, is responsible for supervising/managing the line section, substation section, and stockroom. The General Foreman, Electric Line Operations is also responsible for the installation, maintenance and operation of electric facilities and related equipment.

ESSENTIAL DUTIES AND RESPONSIBILITIES

1. Performs work according to applicable Federal and State safety regulations and maintains conformance with regulatory requirements.
2. Responsible for the safety of each member assigned.
3. Supports and implements latest safety guidelines as developed and approved by the Executive Safety Committee.
4. Participates in safety manual review and safety meetings.
5. Coordinates and assigns work to line crews, electricians and stockpersons with objectives of the Electric Division and Department goals.
6. Knowledgeable in maintenance procedures, substation and distribution operation.
7. Inspects fieldwork assignments and provides instruction and technical guidance as needed.
8. Maintains accurate records of time worked, materials used and work performed and completed.
9. Prepares and monitors switching sequences and operations for transmission and distribution lines.
10. Investigates complaints about voltage problems, interference, accidents and claims and reports findings promptly per established procedures.
11. Ensures that all employees under his/her jurisdiction are properly trained and follow safety procedures.
12. Inspects/oversees the installation of overhead, underground and substation facilities and equipment.

13. Executes, oversees and plans preventive maintenance program for the entire power delivery system.
14. Coordinates tree-trimming activities and the use of outside contractors to ensure system reliability and full utilization of all line personnel.
15. Oversees the installation and maintenance of meters, fire alarms, circuits and traffic lights.
16. Must be available on call stand-by rotation and for after-hours trouble calls and emergencies.
17. Must understand and comprehend one- and three-line diagrams, wiring schematics, AC and DC wiring diagrams and control wiring diagrams.
18. Must be efficient in working with computers, work order systems and SCADA systems.
19. Ensures Leaders have all the necessary equipment, supplies, tools and safety gear available as needed for job assignments and monitors the maintenance of trucks and equipment assigned to the crews.
20. Performs all other duties as required and duly authorized, including, but not limited to the duties and responsibilities previously performed by the Line Foreman.

SUPERVISORY RESPONSIBILITIES

Reviews and discusses performance of staff with the Manager, Electric Operations. Inspects fieldwork assignments and provides instruction and technical guidance as needed.

Responsible for completing performance reports on schedule for each employee that is assigned to him/her.

Responsible for administering disciplinary action as directed by the Manager, Electric Operations, , and/or the Director of Utilities.

Manages utility personnel within their Division.

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.

EDUCATION, EXPERIENCE, CERTIFICATES, LICENSES, REGISTRATIONS

Associate degree in electrical engineering or five (5) years' experience as a Senior Lineperson, Senior Electrician, Electrical Engineer or Engineering Aide and/or high school graduate with ten (10) years' experience as a Senior Lineperson, Senior Electrician, Electrical Engineer or Engineering Aide.

Must have training in electric metering, switching, test equipment, cable splicing, line work, substation and distribution operations.

Must have extensive experience in constructing, maintaining and operating a power delivery system.

Knowledgeable with state-of-the-art information, techniques and processes.

Must successfully pass and be listed as a CONVEX switcher and comprehend CONVEX operating instructions.

MATHEMATICAL SKILLS

Ability to work with mathematical concepts.

Ability to apply concepts of basic algebra.

Ability to apply concepts such as fractions, percentages, ratios and proportions to practical situations.

Ability to calculate figures and amounts such as proportions and percentages.

LANGUAGE SKILLS

Ability to effectively read, write and understand statutory language.

Must be able to speak, understand and comprehend the English language. Ability to write clear and concise documentation for internal and external use. Ability to effectively present information to management.

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

REASONING ABILITY

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

Ability to solve electrical related technical problems.

Must be proficient in various computer software packages.

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 position. The employee is frequently required to sit, talk and listen. 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.

CERTIFICATES, LICENSES, REGISTRATIONS

Must possess and maintain a valid Connecticut State driver's license as a condition of employment.

WORK ENVIRONMENT

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

While performing the duties of this position, the employee is frequently exposed to outside weather conditions. The noise level in the work environment is usually quiet.

Position Title: General Foreman, Electric Substation Operations
Department: Utilities - Electric
Section: Electric Division
Reports to: Manager, Electric Operations
Contract: AFSCME Local 818
FLSA Status: Non-Exempt
Approved By: AFSCME Local 818 and Director of Utilities
Approved: December 10, 2020

SUMMARY

The General Foreman, Electric Substation Operations, under the general supervision of the Manager, Electric Operations, is responsible for supervising/managing the line section, substation section, and stockroom. The General Foreman, Electric Substation Operations is also responsible for the installation, maintenance and operation of electric facilities and related equipment.

ESSENTIAL DUTIES AND RESPONSIBILITIES

1. Performs work according to applicable Federal and State safety regulations and maintains conformance with regulatory requirements.
2. Responsible for the safety of each member assigned.
3. Supports and implements latest safety guidelines as developed and approved by the Executive Safety Committee.
4. Participates in safety manual review and safety meetings.
5. Coordinates and assigns work to line crews, electricians and stockpersons with objectives of the Electric Division and Department goals.
6. Knowledgeable in maintenance procedures, substation and distribution operation.
7. Inspects fieldwork assignments and provides instruction and technical guidance as needed.
8. Maintains accurate records of time worked, materials used and work performed and completed.
9. Prepares and monitors switching sequences and operations for transmission and distribution lines.
10. Investigates complaints about voltage problems, interference, accidents and claims and reports findings promptly per established procedures.
11. Ensures that all employees under his/her jurisdiction are properly trained and follow safety procedures.
12. Inspects/oversees the installation of overhead, underground and substation facilities and equipment.

13. Executes, oversees and plans preventive maintenance program for the entire power delivery system.
14. Coordinates tree-trimming activities and the use of outside contractors to ensure system reliability and full utilization of all line personnel.
15. Oversees the installation and maintenance of meters, fire alarms, circuits and traffic lights.
16. Must be available on call stand-by rotation and for after-hours trouble calls and emergencies.
17. Must understand and comprehend one- and three-line diagrams, wiring schematics, AC and DC wiring diagrams and control wiring diagrams.
18. Must be efficient in working with computers, work order systems and SCADA systems.
19. Ensures Leaders have all the necessary equipment, supplies, tools and safety gear available as needed for job assignments and monitors the maintenance of trucks and equipment assigned to the crews.
20. Performs all other duties as required and duly authorized, including, but not limited to the duties and responsibilities previously performed by the Line Foreman.

SUPERVISORY RESPONSIBILITIES

Reviews and discusses performance of staff with the Manager, Electric Operations. Inspects fieldwork assignments and provides instruction and technical guidance as needed.

Responsible for completing performance reports on schedule for each employee that is assigned to him/her.

Responsible for administering disciplinary action as directed by the Manager, Electric Operations, , and/or the Director of Utilities.

Manages utility personnel within their Division.

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.

EDUCATION, EXPERIENCE, CERTIFICATES, LICENSES, REGISTRATIONS

Associate degree in electrical engineering or five (5) years' experience as a Senior Lineperson, Senior Electrician, Electrical Engineer or Engineering Aide and/or high school graduate with ten (10) years' experience as a Senior Lineperson, Senior Electrician, Electrical Engineer or Engineering Aide.

Must have training in electric metering, switching, test equipment, cable splicing, line work,

substation and distribution operations.

Must have extensive experience in constructing, maintaining and operating a power delivery system.

Knowledgeable with state-of-the-art information, techniques and processes.

Must successfully pass and be listed as a CONVEX switcher and comprehend CONVEX operating instructions.

MATHEMATICAL SKILLS

Ability to work with mathematical concepts.

Ability to apply concepts of basic algebra.

Ability to apply concepts such as fractions, percentages, ratios and proportions to practical situations.

Ability to calculate figures and amounts such as proportions and percentages.

LANGUAGE SKILLS

Ability to effectively read, write and understand statutory language.

Must be able to speak, understand and comprehend the English language. Ability to write clear and concise documentation for internal and external use. Ability to effectively present information to management.

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

REASONING ABILITY

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

Ability to solve electrical related technical problems.

Must be proficient in various computer software packages.

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 position. The employee is frequently required to sit, talk and listen. 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.

CERTIFICATES, LICENSES, REGISTRATIONS

Must possess and maintain a valid Connecticut State driver's license as a condition of employment.

WORK ENVIRONMENT

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

While performing the duties of this position, the employee is frequently exposed to outside weather conditions. The noise level in the work environment is usually quiet.

Position Title: General Foreman, Water Operations
Department: Utilities - Water
Section: Water Division
Reports To: Manager, Water/Wastewater Operations
Contract: AFSCME Local 818/
FLSA Status: Non-Exempt
Approved By: AFSCME Local 818/and Director of Utilities
Approved: December 10, 2020

SUMMARY

The General Foreman, Water Operations, under the general supervision of the Manager, Water/Wastewater Operations, is responsible for supervising/managing the distribution section, meter section, and associated stock and inventory section. The General Foreman, Water Operations, is also responsible for the installation, maintenance and operation of water and wastewater facilities and related equipment. The General Foreman, Water Operations, works closely with the Project Management Department.

ESSENTIAL DUTIES AND RESPONSIBILITIES

1. Performs work according to applicable Federal and State safety regulations and maintains conformance with regulatory requirements.
2. Responsible for the safety of each member assigned.
3. Supports and implements latest safety guidelines as developed and approved by the Executive Safety Committee.
4. Participates in safety manual review and safety meetings, reviews tailgates and JHAs.
5. Under the guidance of the Manager, Water/Wastewater Operations, ensures coordination of work with crew leaders and CPOs as appropriate, with objectives of achieving the Water Division Department goals.
6. Knowledgeable in installation and maintenance procedures of water system distribution and wastewater system collection.
7. Inspects fieldwork assignments and provides instruction and technical guidance as needed, following established policies and procedures.
8. Maintains accurate records of time worked, materials used and work performed and completed on each major project and validates as required.
9. Investigates complaints about water/wastewater problems, accidents and claims and reports findings promptly per established procedures.

10. Ensures that all employees under his/her jurisdiction are properly trained and follow safety procedures.
11. Inspects/oversees the installation of underground facilities and equipment.
12. Executes, oversees and plans preventive maintenance program for the entire water delivery and wastewater collection system.
13. Coordinates watershed maintenance and the use of outside contractors to ensure system reliability and full utilization of all water personnel.
14. Oversees the installation and maintenance of meters, understands backflow and cross connection requirements.
15. Must be available on call stand-by rotation and for after-hours trouble calls and emergencies.
16. Must understand and comprehend technical drawings. Must have firsthand knowledge of records and be able to access same. Must have experience and be competent with AutoCAD and GIS and have knowledge of SCADA and be able to coordinate work with the Project Management Department.
17. Must be efficient in working with computers, work order systems and related computerized systems.
18. Ensures Leaders have all the necessary equipment, supplies, tools and safety gear available as needed for job assignments and monitors the maintenance of trucks and equipment assigned to the crews.
19. Provides budget input, assists the Manager, Water/Wastewater Operations as required in purchase and inventory.
20. Coordinates support requested by Electric Division upon request.
21. Performs all other duties as required and duly authorized.

SUPERVISORY RESPONSIBILITIES

Reviews and discusses performance of staff with the Manager, Water/Wastewater Operations. Inspects fieldwork assignments and provides instruction and technical guidance as needed.

Inspects records of all completed projects.

Responsible for assisting managers in completion of performance reports on schedule for each employee as assigned.

Supervises utility personnel within their division.

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.

Demonstrated leadership skills

Demonstrated respect for other employees and customers Demonstrated team focus on work assignments.

EDUCATION AND EXPERIENCE

Associate Degree in Engineering or Construction or five (5) years' experience in water/wastewater systems or high school graduate with ten (10) years' experience in water/wastewater operations.

MATHEMATICAL SKILLS

Ability to work with mathematical concepts and apply to practical situations.

LANGUAGE SKILLS

Ability to effectively read, write and understand statutory language.

Must be able to speak, understand and comprehend the English language. Ability to write clear and concise documentation for internal and external use. Ability to effectively present information to management.

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

REASONING ABILITY

Must be able to read and interpret plans, drawings, specifications, wiring diagrams and schematics. Ability to solve water/wastewater related technical problems. Must be proficient in various computer software packages.

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 position. The employee is frequently required to sit, talk and listen.

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.

CERTIFICATES, LICENSES, REGISTRATIONS

Must possess and maintain a valid Connecticut State driver's license as a condition of employment.
Must possess and maintain OSHA 10 Certification
Must possess and maintain Competent Person Training

Must possess and maintain a CT DPH Water Distribution Class II license or be able to obtain within 2 years Wastewater Collection Class II Certification desired.

WORK ENVIRONMENT

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

While performing the duties of this position, the employee is frequently exposed to outside weather conditions. The noise level in the work environment is usually minimal.

Position Title: Manager, Electric Engineering
Department: Utilities, Electric
Reports To: General Manager, Projects and Planning
Contract: AFSCME Local 818
FLSA Status: Exempt
Approved By: Director of Utilities
Approval Date: February 2023

SUMMARY

The Manager, Electric Engineering, is responsible for directing and supervising the Electric Project Management Section and may assume the responsibilities of the General Manager, Projects and Planning in their absence or when the General Manager, Projects and Planning is not available. In addition, the Manager, Electric Engineering is also responsible for protective scheme coordination, construction of distribution circuits and substations, electrical engineering, bid preparations and evaluations, cost control, budgeting, project scheduling, record keeping, maintenance and operation of the Geographical Information System (GIS)/Supervisory Control and Data Acquisition (SCADA)/Outage Management System (OMS) Oversees the overall performance of the Groton Utilities and Bozrah Light and Power distribution systems, managing construction projects and any other related duties as may be assigned.

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. Supports and implements the latest safety guidelines as developed and approved by the Utility Safety Committee.
3. Fosters and maintains a very proactive environment to ensure all employees promote a positive Groton Utilities "At Your Service" public image.
4. Strictly adheres to FERC/NERC/NPCC and ISO New England standards and requirements.
5. Ensures all electric standards meet required statutes.
6. Reviews and discusses performance of staff and outside contractors to the General Manager, Projects and Planning on a regular basis.
7. Ensures that all Electric Project Management activities are completed safely, and all safety regulations are adhered to.
8. Promotes organization in industry or trade associations.
9. Coordinates activities of the Electric Project Management Section such as engineering and planning to effect operational efficiency.
10. Plans and assigns work for the Electric Project Management Section. Reviews and approves all work orders that are originated from the electric project management section.

11. Responsible for reviewing purchasing and procurement of materials and equipment utilizing Division specifications.
12. Reviews and assesses bid proposals and contractor plans, including goals and objectives, work breakdown structure, detailed scope descriptions, detailed schedules, risk management approach, budget and staffing requirements and makes recommendations to the General Manager, Projects and Planning.
13. Maintains accurate record of time worked, materials used and work performed and completed as necessary to develop fiscal plant and accounting records.
14. Provides detailed as-built drawings/sketches to be used in updating documents.
15. Provides technical direction, serves as a point of contact or business liaison, prepares briefings for senior management and works to resolve problems specific to the program/project.
16. Files monthly reports of activities, reliability statistics and power outages to the General Manager, Projects and Planning. Make recommendations on improving the reliability and reducing power interruptions.
17. Recommends system upgrades to upper management and prepares capital budgets.
18. Assists in maintaining and executing a preventive maintenance program for all distribution equipment facilities.
19. Prepares, monitors and approves switching sequences, operations for transmission and distribution lines and provides training for employees involved in the preparation of switching sequences.
20. Reviews and approves wiring plans, diagrams for routine switchboard modifications using one-line and three-line schematic diagrams provided by others or developed by the substation section personnel for accuracy.
21. Directs the investigation of complaints regarding voltage problems, power quality problems, interference, accidents and claims. Reports promptly to the General Manager, Operations.
22. Works with the electric operations personnel in the field with the installation, repair and maintenance of various substation and distribution equipment as required.
23. Performs engineering studies to analyze system voltage levels, short circuit analyses and other system values using specialized software.
24. Responsible for the design, engineering and costing associated with the construction of overhead and underground circuits and substation construction.
25. Provides instruction, engineering and technical guidance as to the General Manager, Projects and Planning, General Manager, Operations and Manager, Electric Operations as required.

26. Attends and participates in Committee of the Whole, Mayor and Council and Utilities Commission meetings as required.
27. Participates in and contributes to Strategic Planning and development of goals.
28. Assists the General Manager, Operations as emergency coordinator and assists in directing utility restoration activities.
29. Must be available after business hours to respond to outages and emergencies as part of the supervisor rotation.
30. Performs all other duties as may be assigned.

SUPERVISORY RESPONSIBILITIES

Direct the Electric Project Management personnel in training and scheduling their duties in accordance with current safety standards and regulations.

Directs, coordinates and evaluates work performance.

Prepares performance reviews of Electric Project Management personnel.

Carries out supervisory responsibilities in accordance with organization's policies and applicable laws.

Interprets human resource policies and participates in community meetings and organizational planning.

Oversees and inspects work performed by hired contractors.

QUALIFICATIONS

The Manager, Electric Engineering must fully understand the operation of electric substations and the distribution system. This individual must also be familiar with Alternating Current (AC) and Direct Current (DC) control circuits associated with substation breakers and motor operated switches. An in-depth knowledge of various distribution equipment and computer systems normally used in this environment and proficiency in Microsoft Office are required. This individual must be willing to participate in a team-oriented environment. Efficient work habits and a high degree of accuracy are required.

Presents a polished and professional image of Groton Utilities to customers, prospective new business clients, suppliers and contractors while developing an exceptional customer service focused business.

Must have constant application of initiative. The employee will have to demonstrate similar achievements against a similar set of challenges.

Efficient work habits, strong skills in attention to detail, organization and meeting established deadlines in a timely and accurate manner are required.

EDUCATION AND/OR EXPERIENCE

Bachelor degree from an accredited college or university in Engineering or Physics. A minimum of ten years' experience in power distribution is required. The individual must have experience in electric metering, switching operations, coordination, protection schemes, engineering software, system analysis, overall utility engineering, SCADA/GIS/OMS systems, electric power distribution and substation operations/maintenance. Knowledgeable of CONVEX operating instructions 6401 /6501 and listed on the CONVEX qualified switcher list, ability to work within the work order system and procedures, knowledgeable with state-of-the-art information, techniques and processes, and engineering design, construction of substation and distribution circuits and analysis of system values. Be knowledgeable and understand NERC/FERC/NPCC standards and requirements.

LANGUAGE SKILLS

Ability to read and interpret documents such as safety rules, operating and maintenance instructions and procedure manuals.

Ability to speak effectively before groups of residents and/or employees.

Excellent written, oral and presentation skills.

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

Ability to relate to and work well with others, both in person and on the telephone.

Establishes and maintains effective working relationships with superiors, co-workers, subordinates, associates, officials of other agencies and the general public.

MATHEMATICAL SKILLS

Ability to work with mathematical concepts.

Able to apply concepts such as fractions, percentages, ratios and proportions to practical situations.

Calculate figures and amounts such as proportions and percentages.

Ability to work with mathematical concepts such as probability and statistical inference.

REASONING ABILITY

Solves practical problems and deals with a variety of concrete variables in situations.

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

Ability to analyze, develop and implement Standard Operating Procedures (SOP), policies and safety procedures.

Ability to administer activities of a Project Management Department and to supervise the work of others.

Ability to make difficult decisions within established deadlines.

Ability to interpret and apply laws and regulations with firmness and tact.

CERTIFICATES, LICENSES, REGISTRATIONS

Maintains membership in local and national work-related associations, i.e., APPA, IEEE and NEPPA.

Must possess and maintain as a condition of employment, a valid driver's license and excellent driving record.

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. While performing the duties of this job, the employee is frequently required to speak and hear; stand; walk; use hands to finger; handle or operate objects; tools or controls; and reach with hands and arms. The employee is regularly required to sit; climb or balance; stoop; kneel; crouch or crawl. The employee is occasionally required to lift up to thirty (30) pounds. The employee is occasionally required to climb steel structures; ladders and operate aerial personnel lifts. 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.

WORK ENVIRONMENT

The work environment is, at times, an office environment and, at times, an outdoor environment. When working outdoors, the individual is frequently exposed to inclement weather. The noise level is, at times, moderate and, at times, may be loud. The employee is regularly required to walk on uneven ground.

While performing the duties of this job, the employee will be located in an office environment utilizing office/computer equipment. Employee will occasionally travel to other buildings or offices of subsidiaries companies of the Utilities Department and/or other facilities for company sponsored functions.

Position Title: Manager, Electric Operations
Department: Utilities - Electric Division
Reports To: General Manager, Operations
Contract: AFSCME Local 818
FLSA Status: Exempt
Approved By: Director of Utilities
Approved: February 16, 2023

SUMMARY

The Manager, Electric Operations, is responsible for directing and supervising the Electric Test Shop, Meter Shop, and the low-voltage electricians. He/she may assume the responsibilities of the General Manager, Electric Division in his/her absence. Working in concert with the Manager of Engineering, the Manager, Operations is also responsible for protective scheme coordination, construction of distribution circuits and substations, bid preparations and evaluations, cost control, budgeting, project scheduling, record keeping, maintenance and operation of the Geographical Information System (GIS)/Supervisory Control And Data Acquisition (SCADA) systems; Advanced Metering Infrastructure (AMI), and must have a working knowledge of the overall operation of the distribution system. This position must be capable of managing construction projects and many other related duties as may be assigned.

ESSENTIAL DUTIES AND RESPONSIBILITIES

1. Performs work in accordance with applicable Federal and State safety statutes and regulations as well as Groton Utilities Safety Manual.
2. Maintains accurate records of time worked, materials used and work performed and completed.
3. Reviews and assesses bid proposals and contractor plans, including goals and objectives, work breakdown structure, detailed scope descriptions, detailed schedules, risk management approach, budget and staffing requirements.
4. Provides detailed as-built drawings/sketches to be used in updating documents.
5. Provides technical direction, serves as a point of contact or business liaison, prepares briefings for senior management and works to resolve problems specific to the program/project.
6. Reviews wiring plans and diagrams for routine modifications using one-line and three-line schematic diagrams provided by others or developed by the Substation Section personnel for accuracy.
7. Responsible for ensuring the proper installation and operation of fire alarm circuits and traffic lights.
8. Directs the investigation of complaints regarding voltage problems, power quality problems, interference, accidents and claims.
9. Assists electric operations personnel in the field installing, repairing and maintaining

various substation and distribution equipment, as required.

10. Analyzes necessary system upgrades.
11. Implements safety guidelines as developed and approved by the Executive Safety Committee.
12. Oversees the performance of outside contractors.
13. Inspects fieldwork assignments and provides instruction and technical guidance as required.
14. Responds to outages and emergencies as part of the supervisor rotation.
15. Attends and participates in Committee of the Whole, Mayor and Council and Utilities Commission meetings as required.
16. Works with other Managers and Supervisors in a team-like fashion to promote a unified approach to accomplish the mission of the City of Groton and Groton Utilities.
17. Performs all other related duties as may be assigned.
18. Develops, maintains and executes a preventative maintenance program for all substation and distribution line equipment.

SUPERVISORY RESPONSIBILITIES

Supervises the Electric Test Shop, Meter Shop, and the low-voltage electricians.

He/she may assume the supervisory responsibilities of the General Manager Operations in his/her absence or as needed.

QUALIFICATIONS

The Manager, Electric Operations, must understand the operation of electrical substations and electric distribution systems. This individual must also be familiar with Alternating Current (AC) and Direct Current (DC) control circuits associated with substation breakers, transformers and switches. A knowledge of computer systems normally used in this environment and proficiency in Microsoft Office are required. This individual must be willing to participate in a team-oriented environment. Efficient work habits and a high-degree of accuracy are required.

EDUCATION, EXPERIENCE, CERTIFICATES, LICENSES, REGISTRATIONS

He/she must possess a Bachelor degree from an accredited college or university or have at least 10 years' experience in electrical distribution operations, maintenance, and construction, switching, testing, splicing and substation operations. He/she must have the ability to interpret schematic diagrams. Must understand CONVEX Operating Instructions ESOP-100. He/she must successfully pass and be listed as a CONVEX switcher. He/she must have the ability to work within the work order system and procedures and be

knowledgeable of state-of-the-art information, techniques, processes, coordination, and construction of substation and distribution circuits.

MATHEMATICAL SKILLS

He/she must have the ability to apply mathematical concepts such as fractions, percentages, ratios and proportions, probability and statistical inferences to practical situations.

LANGUAGE SKILLS

He/she must be able to speak effectively before groups of residents and/or employees.

Ability to effectively read, understand and interpret documents such as operating and maintenance instructions, technical manuals, software license documents and procedure manuals.

The incumbent will have the ability to write clear and concise documentation for internal and external use.

REASONING ABILITY

Ability to analyze, develop and implement Standard Operating Procedures (SOP), policies and safety procedures.

Ability to make difficult decisions within established deadlines.

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 speak and hear; stand; walk; use hands to finger; handle or operate objects, tools or controls; and reach with hands and arms. The employee is regularly required to sit; balance; stoop, kneel, crouch or crawl. The employee is occasionally required to lift up to fifty (50) pounds. 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.

WORK ENVIRONMENT

The work environment is, at times, an office environment and, at times, an outdoor environment. When working outdoors, the individual may be exposed to inclement weather. The noise level is, at times, moderate and, at times, may be loud. The employee is regularly required to walk on uneven ground.

The employee will be required to be on-call, on a rotational basis to respond to power outages, severe weather conditions and other emergencies.

Position Title: Manager, Water/Wastewater Operations
Department: Utilities – Operations
Reports to: General Manager of Operations
Contract: AFSCME Local 818
FLSA Status: Exempt
Approved By: AFSCME Local 818/Director of Utilities
Approval Date: November 4, 2022

SUMMARY

Under the general direction and supervision of the General Manager of Operations or assigned Manager by the Director of Utilities manages and coordinated the operation and maintenance of complete Water and Wastewater facilities. Recommends and reviews construction plan for Water and Wastewater facilities within the Utility.

ESSENTIAL DUTIES AND RESPONSIBILITIES

1. Performs work according to Groton Utilities Safety Manual.
2. Ensures State and Federal Regulatory Compliance with all applicable standards and permit requirements.
3. Fosters and maintains a very proactive environment to ensure all employees promote a positive Groton Utilities "At Your Service" public image.
4. Reviews and discusses with the General Manager of Operations performance of employees on a regular basis, inspects field work assignments and provides instruction and technical guidance as needed.
5. Meets with customers, contractors, consultants and other applicable company personnel concerning Water/Wastewater issues and reports concerns/issues to Management.
6. Participates in annual budget preparation and monthly budget review meetings.
7. Reviews bid proposals and specifications as directed.
8. Enforces Water/Wastewater Policies and Procedures.
9. Participates in and contributes to Strategic Planning and the development of goals and objectives.
10. Evaluates recommendations from staff to propose to Senior Management.
11. Available on a 24-hour seven day per week basis when on call.
12. A member of the Emergency Response Team and is required to respond as needed.
13. Performs all other duties as may be assigned by the General Manager of Operations or assigned Manager by the Director of Utilities.
14. Ensures the Water/Wastewater Division complies with legislative, regulatory and market conditions.
15. Monitors changes to protect the financial and operational integrity of the Groton Utilities organization.
16. Meets with customers as needed to resolve issues.

17. Determines the need for system improvement and expansion.
18. Plans and forecasts personnel requirements, organizational changes and budget requirements.
19. Interprets the financial and operational reports and determines from financial trends and operating data the need for procedural or policy changes and executes same to provide for the efficient continuity of service to all classes of customers.
20. Develops a five-year inspection and maintenance work plan.

SUPERVISOR RESPONSIBILITIES

Carries out supervisory responsibilities in accordance with the organization's policies and applicable laws for direct reports personnel.

Supervise direct reports personnel in: training, planning, assigning and scheduling their duties in accordance with safety standards and regulations.

Ability to create and work in productive and inclusive teams.

Treats all employees and customers with courtesy and respect.

Conducts Performance Evaluations for direct reports personnel and provides timely and relevant feedback.

Participates at the second step of formal grievance procedures and in contract negotiations.

EDUCATION AND/OR EXPERIENCE

Bachelor or Associates of Science degree or related degree and/or a combination of ten (10) years of management/leadership experience in Water/Wastewater Operations.

A minimum of ten (10) years of Utility Operations experience that demonstrates significant knowledge in water, wastewater and environmental areas may be substituted for the educational requirements.

Ability to work within the work order system and procedures. Knowledgeable in computers, with state-of-the-art information, techniques and processes.

CERTIFICATES, LICENSES, REGISTRATIONS

Significant experience in Water Treatment/Water Distribution/Wastewater Treatment and Sewer Collection.

Must obtain Class IV Water Treatment Plant or Wastewater License within four years.

Must have and maintain a valid driver's license.

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. Ability to interact with other Managers, General Managers and the Director of Utilities. Efficient work habits and accuracy required. In depth knowledge of the SCADA systems.

Must be knowledgeable in Water/Wastewater Operations.

Must be knowledgeable of water and wastewater biology.

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

Ability to meet deadlines in a timely manner.

Ability to make difficult decisions within deadlines.

Knowledge of management methods and practices.

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 and/or move up to 25 pounds. Specific vision abilities required for this job include close vision and the ability to adjust focus.

WORK ENVIRONMENT

The work environment characteristics here are representative of those an employee encounters while performing the essential functions for this job.

While performing the duties of this position, the employee is frequently exposed to outside weather conditions and emergencies (storms, hurricanes, disasters). The employee may be exposed to open ditches, rough grades, construction sites, poisonous plants and/or insects while in the field.

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Position Title: Manager, Water/Wastewater Engineering
Department: Utilities – Projects & Planning and Engineering
Reports to: General Manager of Projects & Planning
Contract: AFSCME Local 818
FLSA Status: Exempt
Approved By: AFSCME Local 818/Director of Utilities
Approval Date: November 4, 2022

SUMMARY

Under the general direction and supervision of the General Manager of Projects and Planning or assigned Manager by the Director of Utilities is responsible for directing the Projects & Planning and Engineering Department.

ESSENTIAL DUTIES AND RESPONSIBILITIES

1. Performs work according to Groton Utilities Safety Manual.
2. Ensures State and Federal Regulatory Compliance with all applicable standards and permit requirements.
3. Fosters and maintains a very proactive environment to ensure all employees promote a positive Groton Utilities "At Your Service" public image.
4. Reviews and discusses with the General Manager of Projects & Planning performance of employees on a regular basis, inspects field work assignments and provides instruction and technical guidance as needed.
5. Meets with customers, contractors, consultants and other applicable company personnel concerning Water/Wastewater issues and reports concerns/issues to Management.
6. Participates in annual budget preparation and monthly budget review meetings.
7. Reviews bid proposals and specifications as directed.
8. Enforces Water/Wastewater Policies and Procedures
9. Participates in and contributes to Strategic Planning and the development of goals.
10. Evaluates recommendations from staff and proposes to Senior Management.
11. Available on a 24-hour seven day per week basis when on call.
12. A member of the Emergency Response Team and is required to respond as needed.
13. Performs all other duties as may be assigned by the General Manager of Projects & Planning or assigned Manager by the Director of Utilities.
14. Maintains accurate records of time worked, materials used and work performed and completed as necessary to develop fiscal plant and accounting records.
15. Provides engineering support for Groton Utilities construction, maintenance and operations projects.

16. Responsible for Call Before You Dig (CBYD) and locating/marketing of all electrical, water, sewer and cable underground facilities.
17. Responsible for the purchasing and procurement of materials utilizing Department specifications for projects.
18. Ensures adequate stock levels (purchased items, equipment, materials) are maintained at all times for projects.
19. Responsible for assigned Bid projects including development of requirements, coordination of bidding support, reviewing of results and awarding of the contract.

SUPERVISOR RESPONSIBILITIES

- Carries out supervisory responsibilities in accordance with the organization's policies and applicable laws for direct reports personnel.
- Supervise direct reports personnel in: training, planning, assigning and scheduling their duties in accordance with safety standards and regulations.
- Conducts Performance Evaluations for direct reports personnel and provides timely and relevant feedback.
- Participates at the required step of formal grievance procedures and in contract negotiations.

EDUCATION AND/OR EXPERIENCE

Bachelor of Science degree in Civil Engineering and/or a combination of ten (10) years' of management/leadership experience in Water/Wastewater Projects & Planning and Engineering.

A minimum of ten (10) years' of Utility Projects experience that demonstrates significant knowledge in these areas may be substituted for the educational requirements.

Ability to work within the work order system and procedures. Knowledgeable in computers, with state of the art information, techniques and processes.

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. Ability to interact with other Managers, General Managers and the Director of Utilities. Efficient work habits and accuracy required. In depth knowledge of the SCADA systems, Water, and Wastewater Operations.

Must be knowledgeable in Water/Wastewater Projects & Planning and Engineering.

CERTIFICATES, LICENSES, REGISTRATIONS

Must have and maintain a valid driver's license.

MATHEMATICAL SKILLS

Ability to work and apply mathematical concepts.

Ability to calculate figures and amounts such as proportions, percentages, fractions and ratios.

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

Ability to meet deadlines in a timely manner.

Ability to make difficult decisions within deadlines.

Knowledge of management methods and practices.

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 and/or move up to 25 pounds. Specific vision abilities required for this job include close vision and the ability to adjust focus.

WORK ENVIRONMENT

The work environment characteristics here are representative of those an employee encounters while performing the essential functions for this job.

While performing the duties of this position, the employee is frequently exposed to outside weather conditions and emergencies (storms, hurricanes, disasters). The employee may be exposed to open ditches, rough grades, construction sites, poisonous plants and/or insects while in the field.

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Position Title: Water Quality Manager
Department: Utilities – Water Division
Reports To: Manager, Wastewater Operations
FLSA Status: Non-Exempt
Union: AFSCME Local 818
Approved By: AFSCME Local 818/Director of Utilities
Approval Date: November 29, 2011

SUMMARY

The Water Quality Manager, under the general supervision of the General Manager, Water Division/PAF, oversees a combination of laboratory testing and record keeping as required for water treatment plant control and operations. Oversees testing as necessary for compliance with applicable Federal/State regulations and related work as required.

ESSENTIAL DUTIES AND RESPONSIBILITIES

1. Ensures that all work is performed according to applicable Federal and State safety regulations and maintains conformance with regulatory requirements.
2. Ensures proper collection of required samples and performs a variety of physical, chemical and biological analysis on a variety of water samples taken from watersheds, treatment processes, distribution systems clients and customers of Groton Utilities.
3. Follows all required procedures as outlined in the latest Groton Utilities Laboratory Quality Assurance/Quality Control program, latest edition of Standard Methods and any other Groton Utilities Standard Operating Procedures.
4. Maintains, calibrates and troubleshoots sampling and laboratory equipment as required.
5. Assists in training Groton Utilities personnel, clients or customers as needed regarding sampling and basic water testing.
6. Trains Groton Utilities laboratory staff on all areas of laboratory operations as required.
7. Develops written procedures for sampling and testing in accordance with Environmental Protection Agency (EPA) and Connecticut Department of Public Health (CTDPH) regulations.
8. Assists in maintaining laboratory logbook and database.
9. Documents all sampling and testing results. Provides reports on laboratory testing history, research, etc.
10. Audits changes in the regulatory arena and incorporates planning to encompass these changes.
11. Ensures compliance of water treatment by providing proper analysis data both to operating staff and regulatory agencies.

12. Performs duties of the laboratory technicians in their absence if required (e.g., sampling, customer relations activities, etc.)
13. Assists in developing, conducting and reporting on water quality research, studies and experiments.
14. Maintains current knowledge of water testing advances, including evaluating and reporting on such new advances.
15. Ensures proper laboratory housekeeping, orders expendable supplies and prepares reagents for use in tests.
16. Prepares monthly report forms for submission to the State of Connecticut.
17. Audits all laboratory results for accuracy and operational significance before submission to the Chief Operator.
18. Forwards interpretations of laboratory results with appropriate recommendations to the Chief Operator as required for plant operational efficiency.
19. Provides technical support and managerial assistance to the Water Treatment Facility as required.
20. Is On-Call Manager on weekends and holidays on a rotational basis.
21. Perform all other duties as may be assigned.

SUPERVISORY RESPONSIBILITIES

Oversees and trains personnel assigned to perform lab tests.

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.

EDUCATION AND/OR EXPERIENCE

Bachelor's degree in chemistry or biology from a four-year accredited college or university and a minimum of two years' experience in performing physical, chemical and biological analysis on drinking water.

Understands and has significant experience in the practices and principles of laboratory operations, including water quality testing.

LANGUAGE SKILLS

Ability to read and interpret documents such as pertinent local, State and Federal regulations and requirements, including the Safe Drinking Water Act and the Clean Water Act; safety rules and

procedure manuals.

Excellent written, oral and presentational 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.

CERTIFICATES, LICENSES, REGISTRATIONS

State of Connecticut Health Department Laboratory certification within one (1) year of hire.

Maintains membership in American Water Works Association (AWWA).

PHYSICAL DEMANDS

While performing the duties of this position, 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; and reach with hands and arms. The employee must occasionally lift and/or move up to 10 (ten) 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.

Position Title: Electrical Engineer
Department: Utilities – Electric Division
Reports To: Manager, Electric Engineering
Union: AFSCME Local 818
FLSA Status: Exempt
Approved By: Director of Utilities
Approved: October 3, 2019

SUMMARY

The Electrical Engineer, under the general direction of the Manager, Electric Engineering, must possess the ability to work efficiently as a team member with field personnel, project managers and upper management. The Electrical Engineer must be technically competent in the area of power distribution that includes Electric Substation design, power distribution analysis and protection schemes. Must be able to read and comprehend various electric prints, capable of operating various engineering software packages, be a technical advisor on projects, and performs other duties as directed.

ESSENTIAL DUTIES AND RESPONSIBILITIES

1. Must adhere to and perform work in accordance with applicable Federal and State safety regulations as well as Groton Utilities Safety Manual.
2. Maintains accurate records of time worked, materials used and work performed and completed.
3. Assists in the review and approval of contractor plans, including goals and objectives, work breakdown structure, detailed scope descriptions, detailed schedules, risk management approach, assist in the budget process.
4. Provides detailed as-built drawings to be used in updating documents. Creates, revises and updates all electric prints.
5. Provides technical assistance, prepares briefings for senior management and assists in problem resolution specific to the project.
6. Prepares and documents outage and trouble call reports, investigates causes of the power disturbances and makes recommendation on how to reduce system disturbances – calculates system performance values such as ASAI, CAIDI, SAIDI, SAIFI.
7. Prepares and monitors switching sequences and operations for transmission and distribution lines.
8. Creates, reviews and ensures accuracies of as built substation wiring plans, prints and diagrams. Makes modifications to one-line and three-line prints, control schematics and wiring diagrams provided by others or developed by the Substation Section personnel.
9. Understands Alternating Current (AC) and Direct Current (DC) control circuits

associated with substation breakers, transformers and switches.

10. Assists in the investigation of complaints about voltage problems, power quality issues, and interference, accidents, claims, and reports findings promptly to the Manager, Electric Engineering.
11. Works with electric operations personnel in the field installing, repairing and maintaining various substation and distribution equipment. Must possess the ability of using various software packages to operate and control capacitors, reclosers, breakers and other electrical equipment.
12. Responsible for proper coordination among protection devices, selects fuses sizes, creates programs for relay settings, reclosers and capacitor controllers.
13. Creates the development of a preventative maintenance program for all substation and distribution line equipment.
14. Files monthly report of activities to the Manager, Electric Engineering or his/her designee.
15. Prepares and reviews bid proposals and specifications as directed.
16. Performs engineering studies with engineering software to analyze system voltage levels, short circuit analyses, system losses and other system values. Works with the outage management and SCADA systems
17. Makes recommendations on system upgrades for improving reliability.
18. Oversees, reviews and discusses performance of outside contractors to the Manager, Electric Engineering on a regular basis.
19. Inspects fieldwork assignments and provides instruction, engineering and technical guidance as required.
20. Must be available after business hours to respond to outages and emergencies as part of the supervisor rotation and available to attend Committee of the Whole and Mayor and Council meetings as required.
21. Performs all other duties as may be required.

SUPERVISORY RESPONSIBILITIES

This position does not have a supervisory role.

QUALIFICATIONS

The 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. In-depth knowledge of computer systems and engineering software, proficiency in

Microsoft Office and willingness to participate in a team-oriented environment. Pleasant personality and personal appearance. Efficient work habits and accuracy required.

Must possess a basic knowledge on how substation and distribution circuits are designed, constructed, operated and maintained.

EDUCATION, EXPERIENCE, CERTIFICATES, LICENSES, REGISTRATIONS

Bachelor of Science Degree from an accredited college or university in Electrical Engineering. Engineer must have engineering experience in either one of the following: metering; electric power distribution; power system analysis; protection or substation design. Engineer must be capable of creating and revising schematics, control prints and one/three-line prints. Engineer must qualify for CONVEX Operating Instructions TD 800 (Qualified Person List). Ability to work within the work order system and procedures, knowledgeable with state-of-the-art information, techniques and processes, and engineering design, coordination, construction of substation and distribution circuits and analysis of system values.

MATHEMATICAL SKILLS

Ability to work with mathematical concepts.

Ability to apply concepts such as fractions, percentages, ratios and proportions to practical situations.

Ability to calculate figures and amounts such as proportions and percentages.

Ability to work with mathematical concepts such as probability and statistical inference.

LANGUAGE SKILLS

Ability to speak effectively before groups of residents and/or employees.

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, develop and implement Standard Operating Procedures (SOP), policies and safety procedures.

Ability to make difficult decisions within established deadlines.

Ability to interpret and apply laws and regulations with firmness and tact.

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; and 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 25 pounds. 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 work environment characteristics described here are representative of those an employee encounters while performing the essential functions for this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently exposed to outside weather conditions. The noise level in the work environment may be moderate at times. Individual must be available for twenty-four (24) hour on call status at all times due to possible power outages, weather conditions and/or emergencies. May be exposed to working in extreme weather conditions.

Position Title: Project Manager, PMP
Department: Utilities
Section: Administration
Reports to: General Manager, Project and Planning or Designee
Union: AFSCME Local 818
FLSA Status: Exempt
Approved by: Director of Utilities
Approval Date: April 18, 2023

SUMMARY

Under the general direction of the General Manager of Projects and Planning or assigned Manager, the Project Manager, PMP is responsible for overseeing the successful completion of projects and work in a wide variety of fields, such as information technology, electric, water and sewer. This includes setting deadlines, communicating with company executives about the status of the project(s), ensuring projects stay on track and on budget, and if necessary, adjusting to meet new requirements. Establish timeframes and budgets, consistent with company strategy, commitments and goals. Successful candidate will be able to manage a variety of projects simultaneously. The hours for this position are from 7:00 a.m. to 3:30 p.m.

ESSENTIAL DUTIES AND RESPONSIBILITIES

1. Assists the General Manager of Projects & Planning to define and communicate project roles and responsibilities.
2. Evaluates and manages State and Federal regulatory requirements and codes during project implementation and on an ongoing basis, as assigned.
3. Ensures that all projects assigned are delivered on time, within scope, within budget and prepares weekly and monthly progress reports or with documentation on why creep occurred.
4. Reviews and monitors job costs versus budgets.
5. Develops the definition of project scope and goals and objectives.
6. Accountable for project results in coordination with project sponsor.
7. Works with project sponsor and stakeholders to complete project charter; outlining scope, goals, deliverables, required resources, budget and timing.
8. Identifies and manages potential risks and liabilities of multiple projects.
9. Clearly communicates expectations to team members and stakeholders.
10. Assists the General Manager of Projects & Planning in resolving any issues and solves problems throughout project life cycle.

11. Effectively manages project scope by ensuring any changes to scope are documented and approved with project change request forms.
12. Assists in determining if external consultants or contractors will be required to complete project plan.
13. Adjusts schedules and targets on the project as needed.
14. Communicates with management or the commission to keep the project aligned with their goals.
15. Tracks and reports project milestones and provides status reports to stakeholder.
16. Schedules projects and controls tools to monitor project plans, budgets and expenditures.
17. Leads, coaches and motivates project team members on a proactive basis.
18. Assists the General Manager of Projects & Planning in determining how results will be measured and completes a post-project evaluation to determine how well results were achieved.
19. Assists the General Manager of Projects & Planning in creating policy and procedures that will more closely align Groton Utilities with current PMI framework.
20. Responsible for submitting activity reports, meeting minutes and financial reports on regular basis to management.
21. Performs all other duties as may be assigned by the General Manager of Projects and Planning.

QUALIFICATION, EDUCATION, EXPERIENCE, CERTIFICATION AND LICENSES

Bachelor's degree from an accredited college or university in engineering, business, construction management or related field is required.

A minimum of five (5) years' experience as a professional project manager is required.

Knowledge of the principles and practices, specifications, proposals and time/cost/labor for projects and services in information technology, electric, water and sewer.

Ability to interface with Management, and other City, State, and Federal officials.

Experience in delivering results through others by establishing clear direction; objectives and measures; monitors process, progress, and results.

Computer literate and proficient with Microsoft Office Project, P-6 scheduling or equivalent.

Must possess and maintain as a condition of employment, a valid driver's license and excellent driving record.

Certified Project Management Professional (PMP) required or able to obtain within one (1) year.

KNOWLEDGE, SKILLS AND ABILITIES

Demonstrated ability to plan and manage projects.

Understanding of the Project Management Institute (PMI) framework.

Demonstrated ability to conduct cost benefit analyses.

Cost and risk management skills.

Strong communications skills, both verbal and writing.

Computer skills including word processing, project management, and spreadsheets.

Demonstrated ability to interact positively, professionally, and proactively with internal and external customers and contractors.

Ability to establish and maintain effective work relationships with other Groton Utility employees.

Willingness to take risks and seek innovative solutions to business issues.

Demonstrated ability to operate within established policies, practices, and regulations.

Ability to operate under pressure and not get easily frustrated.

Ability to prioritize own work and manage time effectively.

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; and 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.

WORK ENVIRONMENT

The noise level in the work environment is usually moderate. While performing the duties of this job, the employee may be frequently exposed to outside weather conditions and emergencies (storms, hurricanes, disasters). Work may necessitate a 24/7 availability when on call and be available for after hour emergencies.

Position Title: Environmental Engineer
Department: Utilities - Electric Division
Reports To: Manager, Water/Wastewater Engineering
Union: AFSCME Local 818
FLSA Status: Exempt
Approved By: Director of Utilities
Approved: December 17, 2019

SUMMARY

Under the supervision of the Manager, Water/Wastewater Engineering, the Environmental—
Engineer will plan, design, construct, maintain and operate infrastructures while protecting the
public and environmental health, as well as improve existing infrastructures that need attention.

ESSENTIAL DUTIES AND RESPONSIBILITIES

1. Perform work in accordance with applicable Federal and State safety regulations as well as Groton Utilities Safety Manual and maintains conformance with regulatory and permit requirements.
2. Coordinate project teams consisting of multiple Groton Utilities department staff, consultants, contractors and vendors.
3. Prepare Requests for Proposals and Requests for Qualifications as required.
4. Track project schedules and budgets.
5. Plan and lead project meetings.
6. Participate in the formation and maintenance of all systems records including maps and plans.
7. Oversee work by professional consultants, including reviewing of studies and design drawings and specifications, coordination of review by other Groton Utilities departments, and review and approval of consultant invoices.
8. Prepare contract documents, including plans, specifications, contracts, addendums, field memos, and change orders.
9. Participates in Risk and Resiliency planning with special attention to climate change adaptation through engineering.
10. Participate in Emergency Planning and manage plan documents.
11. Make public presentations related to projects and studies.
12. Develop and maintain environmental permitting and compliance required by government and state agencies – including (but not limited to) CT DEEP, CT DPH, AWIA, EPA, FERC, NERC, and NPCC.
13. Develop and Manage reports and their deadlines due to federal and state agencies to maintain environmental regulatory compliance.
14. Investigate, record, analyze, and compile reports for environmental-related concerns.
15. Aid in pollution-control through handling planning and management, relating to air, water, and other miscellaneous hazardous and non-hazardous material.
16. Work with wastewater treatment facility (WWTF) and water filtration plant (WFP) to maintain environmental standards.

17. Develop programs to ensure the Utility is involved in best environmental practice.
18. Promote Groton Utilities' policies related to safety in the workplace and on construction job sites.
19. Performs all other duties as may be required.

EDUCATION, EXPERIENCE, CERTIFICATES, LICENSES, REGISTRATIONS

- Bachelor's Degree in Environmental Engineering or closely related field
- Five to seven years of progressive experience in Environmental Engineering
- Excellent technical, communication, interpersonal and organizational skills
- Ability to problem solve and manage multiple tasks and priorities
- Computer skills including: Microsoft Suite, AutoCAD and Hydraulic Modeling Software

MATHEMATICAL SKILLS

- Ability to work with mathematical concepts
- Ability to apply concepts such as fractions, percentages, ratios and proportions to practical situations
- Ability to calculate figures and amounts such as proportions and percentages
- Ability to work with mathematical concepts such as probability and statistical inference

LANGUAGE SKILLS

- Ability to speak effectively before groups of residents and/or employees
- 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, develop and implement Standard Operating Procedures (SOP), policies and safety procedures
- Ability to make difficult decisions within established deadlines
- Ability to interpret and apply laws and regulations with firmness and tact

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; and 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 25 pounds. 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 work environment characteristics described here are representative of those an employee encounters while performing the essential functions for this job. Reasonable accommodations

may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently exposed to outside weather conditions. The noise level in the work environment may be moderate at times. Individual must be available for twenty-four (24) hour on call status at all times due to possible power outages, weather conditions and/or emergencies. May be exposed to working in extreme weather conditions.

Position Title: Junior Electrical Engineer
Department: Utilities –Electric Division
Reports To: Manager, Electric Engineering
Union: AFSCME Local 818
FLSA Status: Exempt
Approved By: Director of Utilities
Approved: October 3, 2019

SUMMARY

The Junior Electrical Engineer, under the general direction of the General Manager, Operations, must possess the ability to work efficiently as a team member with field personnel, project managers and upper management. The Electrical Engineer must be technically competent in the area of power distribution that includes Electric Substation design, power distribution analysis and protection schemes. Must be able to read and comprehend various electric prints, capable of operating various engineering software packages, be a technical advisor on projects, and performs other duties as directed.

ESSENTIAL DUTIES AND RESPONSIBILITIES

1. Must adhere to and perform work in accordance with applicable Federal and State safety regulations as well as Groton Utilities Safety Manual.
2. Maintains accurate records of time worked, materials used and work performed and completed.
3. Assists in the review and approval of contractor plans, including goals and objectives, work breakdown structure, detailed scope descriptions, detailed schedules, risk management approach, assist in the budget process.
4. Provides detailed as-built drawings to be used in updating documents. Creates, revises and updates all electric prints.
5. Provides technical assistance, prepares briefings for senior management and assists in problem resolution specific to the project.
6. Prepares and documents outage and trouble call reports, investigates causes of the power disturbances and makes recommendation on how to reduce system disturbances – calculates system performance values such as ASAI, CAIDI, SAIDI, SAIFI.
7. Prepares and monitors switching sequences and operations for transmission and distribution lines.
8. Creates, reviews and ensures accuracies of as built substation wiring plans, prints and diagrams. Makes modifications to one-line and three-line prints, control schematics and wiring diagrams provided by others or developed by the Substation Section personnel.

9. Understands Alternating Current (AC) and Direct Current (DC) control circuits associated with substation breakers, transformers and switches.
10. Assists in the investigation of complaints about voltage problems, power quality issues, and interference, accidents, claims, and reports findings promptly to the Manager, Electric Engineering.
11. Works with electric operations personnel in the field installing, repairing and maintaining various substation and distribution equipment. Must possess the ability of using various software packages to operate and control capacitors, reclosers, breakers and other electrical equipment.
12. Responsible for proper coordination among protection devices, selects fuses sizes, creates programs for relay settings, reclosers and capacitor controllers.
13. Creates the development of a preventative maintenance program for all substation and distribution line equipment.
14. Files monthly report of activities to the Manager, Electric Engineering or his/her designee.
15. Prepares and reviews bid proposals and specifications as directed.
16. Performs engineering studies with engineering software to analyze system voltage levels, short circuit analyses, system losses and other system values. Works with the outage management and SCADA systems
17. Makes recommendations on system upgrades for improving reliability.
18. Oversees, reviews and discusses performance of outside contractors to the Manager, Electric Engineering on a regular basis.
19. Inspects fieldwork assignments and provides instruction, engineering and technical guidance as required.
20. Must be available after business hours to respond to outages and emergencies as part of the supervisor rotation and available to attend Committee of the Whole and Mayor and Council meetings as required.
21. Performs all other duties as may be required.

SUPERVISORY RESPONSIBILITIES

This position does not have a supervisory role.

QUALIFICATIONS

The 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. In-depth knowledge of computer systems and engineering software, proficiency in Microsoft Office and willingness to participate in a team-oriented environment. Pleasant personality and personal appearance. Efficient work habits and accuracy required.

Must possess a basic knowledge on how substation and distribution circuits are designed, constructed, operated and maintained.

EDUCATION, EXPERIENCE, CERTIFICATES, LICENSES, REGISTRATIONS

Bachelor of Science Degree from an accredited college or university in Electrical Engineering.

Up to five years of engineering experience in either one of the following: metering; electric power distribution; power system analysis; protection or substation design.

Engineer must be capable of creating and revising schematics, control prints and one/three line prints.

Engineer must qualify for CONVEX Operating Instructions TD 800 (Qualified Person List). Ability to work within the work order system and procedures, knowledgeable with state-of-the-art information, techniques and processes, and engineering design, coordination, construction of substation and distribution circuits and analysis of system values.

MATHEMATICAL SKILLS

Ability to work with mathematical concepts.

Ability to apply concepts such as fractions, percentages, ratios and proportions to practical situations. Ability to calculate figures and amounts such as proportions and percentages.

Ability to work with mathematical concepts such as probability and statistical inference.

LANGUAGE SKILLS

Ability to speak effectively before groups of residents and/or employees. 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, develop and implement Standard Operating Procedures (SOP), policies and safety procedures.

Ability to make difficult decisions within established deadlines.

Ability to interpret and apply laws and regulations with firmness and tact.

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; and 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 25 pounds. 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 work environment characteristics described here are representative of those an employee encounters while performing the essential functions for this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently exposed to outside weather conditions. The noise level in the work environment may be moderate at times. Individual must be available for twenty- four (24) hour on call status at all times due to possible power outages, weather conditions and/or emergencies. May be exposed to working in extreme weather conditions.

Position Title: Billing Manager, Customer Service
Department: Utilities – Customer Service Division
Reports To: General Manager, Customer Service
Union: AFSCME Local 818
FLSA Status: Exempt
Approved By: Director of Utilities
Approval Date: August 27, 2020

SUMMARY

The Billing Manager, Customer Service, under the general supervision of the General Manager, Customer Service Division, will assist in the direction and management of the Billing Division for Groton Utilities and any other company supported by Groton Utilities.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Billing Administration

- Performs work in accordance with applicable Federal and State safety regulations as well as Groton Utilities Safety Manual, maintains conformance with regulatory, and permit requirements.
- Establishes, documents and implements detailed records of departmental policies and procedure.
- Assists Customer Service employees in understanding procedures and process flow.
- Manages the billing process to ensure timely and accurate customer billing and revenue reporting documentation.
- Manages the upgrades and implementation for the Northstar and any additional billing systems for Groton Utilities and any other company supported by Groton Utilities.
- Prepares utility billing for mailing or produces out-source bill print file as procedure dictates.
- Investigates discrepancies/variances in utility consumption and charges as billed by the utilities
- Interacts with operations personnel on resident specific issues to provide customer service support to residents
- Oversees all areas of the commercial /residential billing operation including meter reading, billing and Accounts Payable monthly reports.

- Exercises independent judgement in supervising and monitoring the work of staff assigned to the department while coordinating work plans for assigned projects.
- Researches & recommends improvements in billing and customer service technologies and provides internal support for utility billing system for Groton Utilities and any other company supported by Groton Utilities.
- Consults with IT Department and/or billing software vendor regarding problems and/or changes.
- Escalates support issues as needed providing follow-up on open items.
- Presents a polished and professional image of Groton Utilities to customers, prospective new business clients, suppliers and contractors while developing an exceptional customer service focused business.
- Performs all other duties as may be assigned.

SUPERVISORY

Assists when needed as a General Manager backup during normal business hours and after hours as assigned.

Assists in developing the operation of Customer Service Division to include Training employees, planning, and scheduling their duties.

Manages the Billing Staff and Meter Reading Technicians to ensure routes are scheduled, adhered to and rotated on a regular basis.

Conducts evaluations, makes recommendations for hiring, the advancement of employees, disciplinary actions, and termination. Assists with lower classifications tasks as assigned.

EDUCATION AND/OR EXPERIENCE

Bachelor of Arts degree in Business or Finance and/or ten (10) years equivalent work experience required.

Ten (10) years of experience in customer service including five (5) or more years of billing software application in the utilities or related industry.

QUALIFICATIONS

Strong working knowledge of utilities billing and ability to understand and apply utility rates.

Proficiency in Accounting, Billing and Customer Information System software applications.

Three years of supervisory experience.

LANGUAGE SKILLS

Ability to speak effectively before groups of residents and/or employees.

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

Ability to relate to and work well with others, both in person and on the telephone.

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

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 the job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions of the job.

- Have the ability to speak clearly and be heard on the telephone and in personal contact with co-workers, customers and outside agencies.
- Use a keyboard for 60% - 100% of the workday.
- Have the visual acuity to read information on a computer monitor or printout.
- Be able to bend, stretch and carry up to twenty (20) pounds for short distances.

WORK ENVIRONMENT

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

While performing the duties of this job, the employee will be located in an office environment utilizing office/computer equipment. The employee will occasionally travel to other buildings, remote work areas and/or other facilities for company sponsored functions.

Emergency Response is an integral part of every Groton Utilities' employee's role. As such, you will be assigned to an Emergency Response role in the event of an incident. This may include being called to assist during a City or Utilities emergency and assigned to perform tasks outside your normal responsibilities, hours of work, or work location.

APPENDIX B WAGES

818 WAGE MATRIX				
POSITION		2023	2024	2025
Manager of Water/Wastewater Engineering	**	NEW	2.75%	2.75%
	Step 1	\$ 132,482	\$ 136,125.26	\$ 139,868.70
	Step 2	\$ 135,794	\$ 139,528.39	\$ 143,365.42
	Step 3	\$ 139,189	\$ 143,016.60	\$ 146,949.55
	Step 4	\$ 142,669	\$ 146,592.01	\$ 150,623.29
	Step 5	\$ 146,235	\$ 150,256.81	\$ 154,388.87
Manager of Electric Engineering				
	Step 1	\$ 132,482	\$ 136,125.26	\$ 139,868.70
	Step 2	\$ 135,794	\$ 139,528.39	\$ 143,365.42
	Step 3	\$ 139,189	\$ 143,016.60	\$ 146,949.55
	Step 4	\$ 142,669	\$ 146,592.01	\$ 150,623.29
	Step 5	\$ 146,235	\$ 150,256.81	\$ 154,388.87
Manager of Water/Wastewater Operations				
	Step 1	\$ 132,482	\$ 136,125.26	\$ 139,868.70
	Step 2	\$ 135,794	\$ 139,528.39	\$ 143,365.42
	Step 3	\$ 139,189	\$ 143,016.60	\$ 146,949.55
	Step 4	\$ 142,669	\$ 146,592.01	\$ 150,623.29
	Step 5	\$ 146,235	\$ 150,256.81	\$ 154,388.87
Manager Electric Operations				
	Step 1	\$ 132,482	\$ 136,125.26	\$ 139,868.70
	Step 2	\$ 135,794	\$ 139,528.39	\$ 143,365.42
	Step 3	\$ 139,189	\$ 143,016.60	\$ 146,949.55
	Step 4	\$ 142,669	\$ 146,592.01	\$ 150,623.29
	Step 5	\$ 146,235	\$ 150,256.81	\$ 154,388.87
Manager Water Quality				

	Step 1	\$ 112,686	\$ 115,784.87	\$ 118,968.95
	Step 2	\$ 115,503	\$ 118,679.49	\$ 121,943.17
	Step 3	\$ 118,391	\$ 121,646.47	\$ 124,991.75
	Step 4	\$ 121,350	\$ 124,687.64	\$ 128,116.55
	Step 5	\$ 124,384	\$ 127,804.83	\$ 131,319.46
Assistant General Foreman Electric Operations				
	Step 1	\$ 96,000	\$ 98,640.00	\$ 101,352.60
	Step 2	\$ 98,400	\$ 101,106.00	\$ 103,886.42
	Step 3	\$ 100,860	\$ 103,633.65	\$ 106,483.58
	Step 4	\$ 103,382	\$ 106,224.49	\$ 109,145.66
	Step 5	\$ 105,966	\$ 108,880.10	\$ 111,874.31
General Foreman, Electric/Substation Ops				
	Step 1	\$ 124,566	\$ 127,991.57	\$ 131,511.33
	Step 2	\$ 127,680	\$ 131,191.35	\$ 134,799.12
	Step 3	\$ 130,872	\$ 134,471.14	\$ 138,169.09
	Step 4	\$ 134,144	\$ 137,832.92	\$ 141,623.32
	Step 5	\$ 137,498	\$ 141,278.74	\$ 145,163.90
General Foreman, Water Operations				
	Step 1	\$ 118,564	\$ 121,824.51	\$ 125,174.68
	Step 2	\$ 121,528	\$ 124,870.12	\$ 128,304.05
	Step 3	\$ 124,566	\$ 127,991.88	\$ 131,511.65
	Step 4	\$ 127,680	\$ 131,191.67	\$ 134,799.44
	Step 5	\$ 130,872	\$ 134,471.46	\$ 138,169.43
Project Manager, PMP				
	Step 1	\$ 113,006	\$ 116,113.67	\$ 119,306.79
	Step 2	\$ 115,831	\$ 119,016.51	\$ 122,289.46
	Step 3	\$ 118,727	\$ 121,991.92	\$ 125,346.70
	Step 4	\$ 121,695	\$ 125,041.72	\$ 128,480.36
	Step 5	\$ 124,737	\$ 128,167.76	\$ 131,692.37
Electrical Engineer				
	Step 1	\$ 113,006	\$ 116,113.67	\$ 119,306.79
	Step 2	\$ 115,831	\$ 119,016.51	\$ 122,289.46
	Step 3	\$ 118,727	\$ 121,991.92	\$ 125,346.70

	Step 4	\$ 121,695	\$ 125,041.72	\$ 128,480.36
	Step 5	\$ 124,737	\$ 128,167.76	\$ 131,692.37
Environmental Engineer				
	Step 1	\$ 96,000	\$ 98,640.00	\$ 101,352.60
	Step 2	\$ 98,400	\$ 101,106.00	\$ 103,886.42
	Step 3	\$ 100,860	\$ 103,633.65	\$ 106,483.58
	Step 4	\$ 103,382	\$ 106,224.49	\$ 109,145.66
	Step 5	\$ 105,966	\$ 108,880.10	\$ 111,874.31
Junior Electrical Engineer				
	Step 1	\$ 96,000	\$ 98,640.00	\$ 101,352.60
	Step 2	\$ 98,400	\$ 101,106.00	\$ 103,886.42
	Step 3	\$ 100,860	\$ 103,633.65	\$ 106,483.58
	Step 4	\$ 103,382	\$ 106,224.49	\$ 109,145.66
	Step 5	\$ 105,966	\$ 108,880.10	\$ 111,874.31
Billing Manager				
	Step 1	\$ 92,000	\$ 94,530.00	\$ 97,129.58
	Step 2	\$ 94,300	\$ 96,893.25	\$ 99,557.81
	Step 3	\$ 96,658	\$ 99,315.58	\$ 102,046.76
	Step 4	\$ 99,074	\$ 101,798.47	\$ 104,597.93
	Step 5	\$ 101,551	\$ 104,343.43	\$ 107,212.88

****STEP PROGRESSION OCCURS EVERY TWO (2) YEARS**

APPENDIX C 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:

the diagnosis and treatment of diseases or lesions of the mouth and surrounding and associated structures;

replacement of lost teeth by artificial ones;

the diagnosis or correction of malposition of the teeth; or

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:

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

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

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:

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

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

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 hemisection 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 of 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, drug 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 musculoskeletal 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 BCBS 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 D CITY OF GROTON PLAN

Type of Plan Referrals required <u>In Network</u>	Plan Change Option	HSA Plan Option
		PPO No
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
<u>RX Plan Co Pays (Generic/Listed/Non-Listed)</u>		
Rx Summary Type	\$5/20/40 MP4 \$2,000 year co-pay maximum, then 20% coinsurance with per script max of \$100	Deductible then: \$5/20/40 MP4
Calendar Year Maximum	30/90	Unlimited
Days Supply - Retail/Mailorder	2x	30/90
Number of Copays for Mail Order vs Retail		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 E AFSCME 818 PERFORMANCE EVALUATION REPORT

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.
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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.
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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.
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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.
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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.
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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.
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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	Does just enough to	Volume of work is	Very industrious.	Superior work production record.

minimum requirements.	get by.	satisfactory.	Does more than is required.	
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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 the way to be helpful.	Extremely sociable. Excellent at establishing good will. Will always go out of way to be helpful.
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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.
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COMMENTS

Major strong points are -

1. _____
2. _____
3. _____

Areas to focus on -

1. _____
2. _____
3. _____

Training completed during review period: See attached
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A copy of this Report has been given to me and has been discussed with me.

Employee's signature: _____

_____ Date

Appraised by: _____

_____ Date

Reviewed by: _____

_____ Date

Reviewed by: _____

_____ Date

Approved by: _____

_____ Date

HR DEPARTMENT

Reviewed by: _____

Initials

Date

APPENDIX F RETIREMENT PLAN

**RETIREMENT PLAN
FOR
THE CITY OF GROTON UTILITIES EMPLOYEES
LOCAL 818 OF COUNCIL #4, AFSCME, AFL-CIO**

AMENDED AND RESTATED

INTRODUCTION

THIS AGREEMENT is between the City of Groton, hereinafter referred to as the "City" or "Employer", and the City of Groton Utilities Employees, Local 818 of Council #4, AFSCME, AFL-CIO, 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 City of Groton Utilities Employees, Local 818 of Council #4, AFSCME, AFL-CIO, (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, 1978, 1981, 1983, 1984, 1986, 1987, and 1988. The Retirement Plan for the City of Groton Utilities Employees, Local 818 of Council #4, AFSCME, AFL-CIO, 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 City of Groton Utilities Employees, Local 818 of Council #4, AFSCME, AFL-CIO," 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 which coincides with, or next precedes,

the date of the Participant's death prior to retirement, termination of employment or his/her 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 in 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 divided equally among them. Payments due to such child or children 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/her 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 more than twenty (20) hours in any one week and more than five (5) months in any one year.

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, exclusive of all other earnings including overtime, outside earnings, accumulated sick leave or other employment with the City of Groton, averaged over the sixty (60) highest 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 60 provided, however, that 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 60 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, the Normal Retirement Age for Participants who are employed by the City on and after January 1, 1988 shall be the latter of Age 60 or the fifth (5th) anniversary of the Participant's inclusion in the Plan.

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/her 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/her 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 (½) of combined income of Participant and his/her spouse for such year). Income from employment shall mean all wages and earnings from the preceding calendar year reported by the Participant and his/her 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 at 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/her Participant Contributions as set forth in Section 3.2 below.
- 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/she remains a Participant hereunder in an amount equal to Five and Two-Tenths Percent (5.2%) of his/her 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 Three-Tenths Percent (5.3%) of annual base salary as outlined in Section 3.2(a) above.
- c. Effective October 1, 1995, the Participant Contribution shall be Five and Four-Tenths Percent (5.4%) of annual base salary as outlined in Section 3.2(a) above.
- d. Effective October 1, 1996, the Participant Contribution shall be Five and One-Half Percent (5.5%) of annual base salary as outlined in Section 3.2(a) above.
- e. Effective October 1, 2009, the Participant Contribution shall be Five and Six Tenths Percent (5.6%) of annual base salary as outlined in Section 3.2(a) above.
- f. Effective October 1, 2010, the Participant Contribution shall be Five and Seven Tenths Percent (5.7%) of annual base salary as outlined in Section 3.2(a) above.
- g. Effective October 1, 2011, the Participant Contribution shall be Five and Eight Tenths Percent (5.8%) of annual base salary as outlined in Section 3.2(a) above.
- h. Effective October 1, 2012, the Participant Contribution shall be Five and Nine Tenths Percent (5.9%) of annual base salary as outlined in Section 3.2(a) above.
- i. Effective October 1, 2013, the Participant Contribution shall be Six Percent (6.0%) of annual base salary as outlined in Section 3.2(a) above.
- j. Employees shall contribute Six and Three Tenths Percent (6.3%) of annual base salary on ratification, Six and Six Tenths Percent (6.6%) of annual base salary effective July 1, 2021, and Seven Percent (7%) of annual base salary effective July 1, 2022 as outlined in Section 3.2(a) above.
- k. Anything to the contrary notwithstanding, no Participant shall be required to contribute

to this Plan once he/she attains his/her maximum Normal Pension amount as set forth in Article V, Section 5.1. Employees hired by the City after July 1, 2016, shall contribute to the participant contribution once he/she attains his/her maximum Normal Pension. For purposes of this Section, the employee's date of hire shall be the date the employee was first hired by the City in any department.

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 January 1, 1994, 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 January 1, 1994.

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/she became eligible and elected to participate in the Plan to the date of his/her termination of employment or his/her 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; or

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/her Employer during the period his/her reemployment rights were guaranteed by law. His/her period of military service shall be treated as if he/she

had remained in employment with his/her 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/her employment, unless he/she 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/she has attained his/her Normal Retirement date, provided he/she has filed an application for benefits prior to the commencement of his/her pension.
- b. The Normal Pension shall be a monthly amount equal to one and 85/100 (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/her Final Average Earnings. One-twelfth (1/12th) 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%) 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. 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.
- d. Effective January 23, 2009, the Normal Pension shall be a monthly amount equal to two and one tenths percent (2.1%) 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-three percent (63%) of his/her 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/she has attained age 55, provided he/she 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/her Early Retirement commencement date shall be the amount of his/her Normal Pension reduced by six-tenths of one percent (0.6%) for each month between the Participant's Normal Retirement Date and his/her 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/her sixtieth (60th) birthday reflecting the commencement of benefit payments prior to a Participant's attaining his/her Normal retirement Date.

Section 5.3 Deferred Retirement Pension.

- a. A Participant who is satisfactorily able to perform his/her duties may remain in active employment until his/her actual retirement. The first date of the calendar month following such actual retirement shall be his/her 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/her Normal Retirement Pension but based on his/her Credited Service and his/her final Average Earning completed to his/her 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 Benefit 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/her 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 period 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(l)(2)(b).

The adjustment set forth in this subparagraph 5.4(l)(2)(b) shall not apply if the Maximum Permissible Benefit results from the benefit limitation set forth in Section 5.4(l)(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(l)(2)(c) shall not apply if the Maximum Permissible Benefit results from the benefit limitations set forth in Section 5.4(l)(1)(a)(2).

3. Except as provided in subparagraph 5.4(l)(4) below, the Maximum Permissible Benefit determined under subparagraphs 5.4(l)(1) and 5.4(l)(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(l) 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 5.4(l) 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 résumé employment with the City and will receive Credited Service for the period of his/her Disability Retirement, provided he/she makes payment of the amount that he/she would have been required to contribute to the Plan during the period of his/her disability, with Credited Interest.

Section 6.3 Service Connected Disability

a. A Participant who becomes Permanently and Totally Disabled during the performance of essential duties pertaining to his/her 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/her 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/her

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/her Credit Service accrued to the date of his/her disability, subject to a maximum yearly Pension of forty-five percent (45%) of his/her Final Average Earnings. One-twelfth (1/12) 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/her employment with the Employer, his/her 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/her 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/her 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/her 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/her date of birth, his/her 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/her 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/her Surviving Spouse, whichever occurs 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/her 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/her 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/her eligibility for a Retirement benefit and receive his/her 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. 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/her authorization to make a Participant Contributions shall be deemed to have ceased participation and his/her 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/her actual

retirement date and ceasing with the last payment due immediately preceding his/her 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/her 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/her retirement irrevocably to elect to have all or a part of his/her interest in this Plan, which would otherwise become available to him/her during his/her lifetime, paid only to his/her beneficiary after his/her 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/her. 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 subsequent modification to the Pension Plan described in this Pension Contract shall not be prior to October 1, 1997. It is understood and agreed by both parties that if any Collective Bargaining Agreement entered into subsequent to this Pension Contract shall have a termination date on or before September 30, 1997, no pension matters shall be negotiated during collective bargaining leading to said Agreement. 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 existing Collective Bargaining Agreement between the City and the Union (October 1, 1992 - September 30, 1993), and any and all subsequent negotiations regarding the Pension Plan shall be conducted in accordance with said Collective Bargaining Agreement and the provisions of this Section. Notwithstanding any provisions to the contrary herein the undersigned parties agree that there shall be no negotiations regarding pension until October 1, 2014.

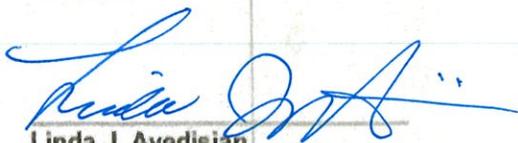
Section 14.2 Unless required by law or otherwise specified herein, the effective date of any change in this Plan shall be October 1, 1993.

Signature Page

IN WITNESS WHEREOF, the parties have caused their names to be signed on 23 of February 2024

WITNESS

FOR THE CITY OF GROTON



Linda J. Avedisian
Director of Human Resources



Keith Hedrick
Mayor

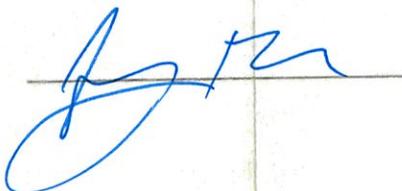
WITNESS

FOR THE UNION



Tricia Johnson
Staff Representative
Local 818 of Council #4,
AFSCME, AFL-CIO

WITNESS



Mauricio Duarte, President
Local 818 of Council #4,
AFSCME, AFL-CIO

