

COLLECTIVE BARGAINING AGREEMENT

between

THE TOWN OF WILTON

and

WILTON TOWN HALL EMPLOYEES UNION

LOCAL 1303-160 OF CONNECTICUT COUNCIL #4, AFSCME, AFL-CIO

Effective 7/01/16 through 6/30/20

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AGREEMENT

WHEREAS the employees of Wilton petitioned to organize for the purpose of collective bargaining; and

WHEREAS in response to said petition the Town of Wilton (hereinafter "Town") and the employees of Wilton and Connecticut Council #4, AFSCME, AFL-CIO met and agreed on a description of a bargaining unit and further agreed that the employees included in said unit would participate in an election to determine whether they wished to organize collectively and be represented by Connecticut Council #4, AFSCME, AFL-CIO; and

WHEREAS on March 25, 1988, in response to the aforementioned decision of said election the Connecticut State Board of Labor Relations did certify the bargaining unit (See CSBLR Dec. No. 2628); and

WHEREAS the Town and the Wilton Town Hall Employees Local 1303-160 of Connecticut Council #4, AFSCME, AFL-CIO (hereinafter "Union") entered into negotiations for a collective bargaining agreement between the Town and the Union;

IT IS THEREFORE AGREED THAT this Agreement is a result of said negotiations and is entered into by and between the Town and the Union.

PREAMBLE

The Town and the Union agree to continue to participate in a spirit of harmony and cooperation in order to promote the well being of the employees of the Town.

ARTICLE I **RECOGNITION**

Section 1.0 - Recognition

The Town hereby recognizes Local 1303-160 of Connecticut Council #4, AFSCME, AFL-CIO, as the sole and exclusive bargaining agent with respect to wages, hours, terms and conditions of employment for the employees of the Town covered by this Agreement (hereinafter "employee(s)").

Section 1.1 - Bargaining Unit

The employees covered by this Agreement are all employees of the Town of Wilton who work twenty (20) or more hours per week excluding the executive secretary to the First Selectman, elected and appointed officials, Accountant; uniformed services as defined by the Municipal Employee Relations Act, seasonal employees, highway supervisor, recreation director, supervisor of parks and grounds, supervisors, department heads and field engineer. Reference is made to Connecticut State Board of Labor Relations Decision No. 2628 (1988).

ARTICLE II

UNION SECURITY

Section 2.0 – Checkoff

The Town agrees to deduct monthly Union dues or service fees as the case may be from payroll checks of each employee who authorizes such deduction in the amount certified by the Union. Dues or service fees will be deducted in two (2) equal installments from the first two (2) pay checks each month. If the deduction is not evenly divisible by two (2), the first paycheck shall include the remainder of said division.

Section 2.1 - Agency Shop

Any employee hired after the effective date of this Agreement and any employee who has become a member of the Union prior to the effective date of this Agreement shall remain or become and remain a member of the Union in good standing and shall pay to the Union monthly Union dues in the amount uniformly required of its members. In lieu thereof, any current employee or any employee hired after the effective date of this Agreement may choose to pay a monthly service fee to the Union in the amount uniformly required of service fee payers subject to applicable law.

Section 2.2 - Remittance

The Town agrees to remit to the person and place designated by the Union all dues and service fees together with a report which will show the name of each employee and the amount of money deducted. The Union shall provide payroll authorization cards and shall notify the Town as to which employees are service fee payers.

Section 2.3 - Save Harmless

The Union agrees to defend and save harmless the Town from any actions which may arise from the Town's enforcement of and compliance with Article II.

ARTICLE III

SENIORITY

Section 3.0 - Seniority Defined

Seniority shall be calculated and defined on two (2) separate bases for application within the body of this Agreement:

A. Seniority

Seniority is defined as the employee's total length of continuous service in a position or

positions covered by this Agreement as specified in Section 1.1. Seniority shall govern and control layoff and recall, shift selection, and transfers, subject to any limitations set forth elsewhere in this Agreement.

B. Town Wide Seniority

Town Wide Seniority is defined as the employee's total length of continuous service as an employee of the Town of Wilton (excluding the Board of Education). Town Wide Seniority shall govern and control vacation entitlement and selection, subject to any limitations set forth elsewhere in this Agreement.

Section 3.1 - Seniority Lists

The Town shall prepare and maintain two (2) seniority lists: one which shows the seniority order and date of hire for the Seniority of all employees; and a second list which shows the seniority order and date of hire for Town Wide Seniority for all bargaining unit employees. The Town will furnish the Union with copies of the lists upon demand. Effective July 1, 2010, the Town will furnish the Union, including the Union Representative, with copies of the lists each September prior to October 1st.

Section 3.2 - Probationary Period

A newly hired employee or an employee promoted or transferred to another position in the bargaining unit shall serve a probationary period of six (6) months from the date the employee assumes his/her position with the Town. Upon completion of three (3) months the Town will promptly provide the employee with a performance review in writing. For new employees, during such probationary period the employee shall be entitled to representation by the Union, but actions taken with respect to discipline and discharge or other termination shall be in the sole discretion of the Town and shall not be subject to the grievance and arbitration procedure. Upon completion of the probationary period, the new employee's Seniority and Town Wide Seniority shall date back to the date of hire. If an employee promoted or transferred to another position in the bargaining unit fails to complete successfully the promotional/transfer probationary period, the employee shall return to his/her previous position, if available; if not, to a comparable position, as determined by the Town, at his/her previous rate of pay.

Section 3.3 - Job Posting

Job vacancies covered by this Agreement shall be posted for a period of at least five (5) work days prior to filling the job. Any employee interested in applying for the job shall notify the Town in writing.

Section 3.4 - Vacancies

The employee applicant with the most Seniority who is qualified for the position as determined by the Town in its judgment shall be given the position. If the most Senior employee is judged

unqualified or does not accept the position, it shall be offered in the same manner to the next Senior employee. This process shall continue until the position is filled, or until there are no more qualified employee applicants available to be offered the position.

Section 3.5 - Layoff

In the event that the Town decides to reduce its staff, employees shall be laid off within the job position in reverse order of the employee's Seniority. Any employee who is to be laid off is entitled to bump into a different position in the same or lower job grade, provided that the employee is qualified in the Town's judgment to perform the work required of the position, and further provided that an employee may only bump an employee with less Seniority. Once an employee has exercised his or her bumping rights, the Town will notify the least Senior employee in said same or lower job position that he or she is to be laid off. An employee who is to be laid off as a result of bumping may exercise bumping rights in the same manner as hereinabove described.

Temporary and part-time employees doing bargaining unit work will be laid off first. For purposes of this section, 20 hours or more per week constitutes full-time.

Section 3.6 - Recall

A laid off employee is subject to recall for a period of two (2) years year from the date of layoff. No bargaining unit employee shall be hired until all laid off employees have had an opportunity to fill the open position. No laid off employee shall be denied recall to any position unless the employee lacks the minimum qualifications required to perform the work. Seniority and Town Wide Seniority will not accrue during any period of layoff.

It shall be the responsibility of the laid off employee to submit the correct address to the Town and to keep such address current. An employee who fails to accept a comparable position, for which he/she is qualified, in the same grade shall be removed from the recall list.

Section 3.7 – Super Seniority

The bargaining unit President shall have super seniority status.

ARTICLE IV HOURS OF WORK

Section 4.0 - Hours of Work

Except as otherwise stated, within this section, the work day for all employees will be seven (7) hours and the work week will be thirty-five (35) hours, Monday through Friday, both inclusive. Exceptions to this work schedule are as follows:

Apparatus Supervisor:

Eight (8) hours per day, forty (40) hours per

week, Monday through Friday, both inclusive.

Parks & Recreation Crew Worker and Building Maintenance Manager:

Eight (8) hours per day, forty (40) hours per week, Monday through Friday, both inclusive.

Dial-a-Ride Van Driver:

Six (6) hours per day, thirty (30) hours per week, Monday through Friday, both inclusive.

Dispatcher:

Eight (8) hours per day, forty (40) hours per week, Monday through Friday, and new employees hired on or after the execution of the 2016-2020 collective bargaining agreement may work on a rotating schedule that includes working on Saturdays and Sundays.

Information Systems Associate:

Eight (8) hours per day, forty (40) hours per week, Monday through Friday, both inclusive.

Section 4.1 - Work Schedule

Except as otherwise stated within this section, the starting time for all employees will be 8:30 A.M. and the quitting time is 4:30 P.M. each day. Exceptions to this work schedule are as follows:

Employees who are employed in the positions listed below will work from 8:00 A.M. until 4:00 P.M. each day:

Assistant Sanitarian
Health Department Administrative Secretary
Building Department Permit Technician (with rotation work schedule set forth below)
Zoning Enforcement Officer
Planning & Zoning Department Administrative Secretary
Environmental Analyst
Environmental Affairs Department Administrative Secretary
Clerk (Finance Department)

Employees who are employed in the positions listed below will work from 6:30 A.M. until 3:00 P.M. each day:

Parks Crew Person, Parks Crew Person (Lead), and Parks Crew Foreman.

Employees who are employed in the position listed below will work 6:00 A.M. until 2:00 P.M. each day:

Police Department Custodian and Administrative Secretary, Fire Department.

Employees who are employed in the position listed below will work one of the following three (3) shifts: 7:00 A.M. until 3:00 P.M.; 3:00 P.M. until 11:00 P.M.; and 11:00 P.M. until 7:00 A.M.:

Police Department Dispatcher will work one of three (3) shifts described above. Dispatchers who are employed by the Town of Wilton at the time of execution of the 2016-2020 collective bargaining agreement shall not be required to switch to a different shift.

The Dial-A-Ride Van Driver(s) will work from 9:00 A.M. until 4:00 P.M. each day.

The Fire Department Apparatus Supervisor will work from 7:30 A.M. until 4:00 P.M. each day.

The Building Maintenance Manager will work from 7:30 A.M. until 4:00 P.M.

The Assistant Building Official and the Permit Technician will participate in a rotation work schedule such that two (2) of the three (3) Building Department employees will work from 7:30 A.M. to 3:30 P.M., and the third (3rd) employee will work from 8:00 A.M. to 4:00 P.M. This rotation schedule will ensure that each of the three (3) employees will have an equal opportunity to work the 7:30 A.M. to 3:30 P.M. shift should he/she so desire. The Town and the Union agree that if, at any time, the Town decides to discontinue the 7:30 A.M. to 4:00 P.M. work day in the Building Department, the Town may do so in accordance with the terms of Article IV – Hours of Work, Section 4.8 – Changes to Hours of Work/Work Schedule.

Lunch Schedule

Except as otherwise stated within this Section, all employees will receive an unpaid meal break of one (1) hour. The Fire Department Apparatus Supervisor will receive an unpaid meal break of one-half (1/2) hour. The Building Maintenance Manager, Parks Crew Person, Parks Crew Person (Lead), and Parks Crew Foreman will receive an unpaid meal break of one-half (1/2) hour. The Dispatcher will receive a one-half (1/2) hour paid meal break during which time he/she will remain on duty.

Flex Time

Flex Time may be utilized based on (1) the availability of coverage in a specified department and (2) provided it does not affect the performance of the department involved.

In accordance with applicable Federal and State laws, employees will be allowed to make up lost time due to late arrivals, early departures, doctor appointments, or personal business

appointments, by reporting to work early, leaving past regular quitting time, working through a portion of or the whole lunch hour, etc., as long as time is made up in the week in which it is missed, and such arrangement is approved by the supervisor. Such approval will not be unfairly denied.

Section 4.2 - Overtime, Weekdays and Saturday

An employee who works in excess of forty (40) hours in any week or on Saturday as such will be paid one and one-half (1-1/2) times his or her regular hourly rate of pay except for Dispatchers hired on or after the execution of the 2016-2020 collective bargaining agreement whose regular work schedule entails working on Saturdays. Bargaining unit members who are specifically assigned and authorized by their supervisor to attend a Board, Commission or Town meeting after their normal work day beginning at 6:00 P.M. or later, will receive one and one-half (1-1/2) times their straight time hourly rate for all hours actually in attendance at said meeting with a guarantee of at least two (2) hours pay for such work at time and one-half (1-1/2) times their straight time hourly rate, provided there shall be no pyramiding of overtime. Should such meetings extend beyond 10:00 P.M., all hours or parts thereof worked past 10:00 P.M., will be paid at double-time rate.

Time spent by employees after the normal business day but prior to the start of a meeting shall be paid at a straight time rate if the employee remains on the premises only, with the supervisor's approval.

The 6:00 P.M. trigger time for compensation at one and one-half (1-1/2) times the straight time hourly rate applies to employees hired after the execution of this Agreement. The 6:00 P.M. trigger time for compensation at one and one-half (1-1/2) times the straight time hourly rate and double time for hours or parts thereof worked past 10:00 P.M. will not be applied retroactively to July 1, 2006 but rather will be effective with the execution of this Agreement.

Section 4.3 - Overtime - Sunday

An employee who works on Sunday as such will be paid two (2) times his or her regular hourly rate of pay for all such work except for Dispatchers hired on or after the execution of the 2016-2020 collective bargaining agreement whose regular work schedule entails working on Sundays. Work shall be performed on Sundays only when the needs of the Town, as determined by the Department Head or the First Selectman and/or his/her designee, require that the work must be done on a Sunday.

Section 4.4 - Overtime - Holidays

An employee who works on a day designated as a holiday by this Agreement will be paid one and one-half (1-1/2) times his or her regular rate of pay in addition to his or her holiday pay with the following exception: Dispatchers hired on or after the execution of the 2016-2020 collective bargaining agreement, who must work the holiday if it falls on his or her regularly-scheduled work day, will be paid at one and one-half (1-1/2) his or her regular rate of pay unless the

Dispatcher elects to take another day off at another time in lieu of receiving one and one-half (1-1/2) times his or her regular pay for the hours worked on the holiday.

Section 4.5 – Overtime – Parks and Grounds Employees

The following procedures pertain to Parks and Grounds bargaining unit overtime assignments and do not in any way restrict the Parks and Grounds Superintendent from using his discretion as to which overtime assignments will be made nor from continuing to perform bargaining unit overtime work, with the exception of the Sunday softball field preparation overtime assignment discussed below, as is consistent with practice.

Bargaining unit overtime assignments will be offered to the employees on a rotating basis with the overtime list being established by seniority. For the first overtime assignment, the first person on the list will be offered the overtime. If he/she declines, the second person on the list will be offered the overtime. This procedure will be followed until the overtime slot is filled. For the second overtime assignment, the second person on the list will be offered the overtime. If he/she declines, the third person on the list will be offered the overtime. This procedure will be followed until the overtime slot is filled. With each new overtime assignment, the next person on the list will be offered the overtime opportunity first until the last person on the list has been offered the overtime opportunity, and then the process will be repeated. Example: The first employee on the list is offered an overtime assignment. If he/she declines the assignment, the second employee on the list is offered the assignment. If he/she accepts the assignment, then when the next overtime assignment arises, it will be offered to the third employee on the list.

A current overtime list will be maintained by the Parks and Grounds Superintendent and will be posted at the Merwin Meadows Barn at a location where it can be seen by the bargaining unit employees.

Bargaining unit employees who are on vacation the week (either in part or the whole week) in which an overtime assignment is being made will still be eligible for the overtime assignment. If a bargaining unit employee is first on the seniority list and he/she declines the overtime assignment because it is for a day on which he is scheduled to be out on a vacation or personal day, he/she will not lose his/her place in the seniority list for the next overtime assignment.

If none of the bargaining unit employees elect to take the overtime assignment, the assignment may be made to seasonal employees working for Parks and Grounds.

For all Sunday softball field preparation overtime assignments, the Parks and Grounds Superintendent will post on the Department notice board the name of the Parks and Grounds bargaining unit employee who is eligible for the next Sunday overtime assignment by 2:30 P.M. on the Thursday prior to said assignment.

The Parks and Grounds Superintendent will notify the bargaining unit employee who has received the Sunday overtime assignment by 8:00 P.M. on the Friday preceding said scheduled assignment if the assignment is in fact to take place. If notification is not made by 8:00 P.M. on

the Friday preceding the schedule assignment and the employee is subsequently notified that the Sunday overtime is required, the assignment will be treated as an emergency call-back assignment.

The Sunday softball field preparation overtime assignment is not a minimum four (4) hour call-back assignment and the bargaining unit employee fulfilling the assignment will be paid the applicable Sunday overtime rate for actual hours worked to complete the assignment as given.

Section 4.6 - Call Back

The Town shall pay a minimum of four (4) hours at the applicable overtime rate when bargaining unit employees are called back to work on an unscheduled emergency basis on Saturdays, Sundays or outside of the regular work schedule, Monday through Friday, with the following exception: call-back pay shall not apply when bargaining unit employees are notified of scheduled call back as long as notice of the scheduled call back is given by 8:00 P.M., Monday through Friday. The call-back provision shall not apply to situations described in Section 4.2 of the Agreement.

Section 4.7 - Breaks

Employees shall be allowed two (2), ten (10) minute breaks, one (1) in the morning and one (1) in the afternoon or four (4), five (5) minute breaks, two (2) in the morning and two (2) in the afternoon. The timing of the breaks must be coordinated with the Department Head or his/her designee.

Section 4.8 - Changes to Hours of Work/Work Schedule

The Town may make reasonable changes to the hours of work and work schedules set forth in this Article IV for good cause. The Town shall notify the Union of its intention to make such change(s). In the event the Union believes the change(s) are not reasonable or not for good cause, these issues may be submitted by either party, following discussions with each other, to expedited arbitration in accordance with Article XII, Section 12.3, Step 3. The Town will provide the Union and the employee affected with a minimum two (2) week's notice of a proposed change unless the parties agree to a mutually acceptable shorter period of time.

The Town may create and fill a new position with scheduled work hours that differ from those specified in Sections 4.0 and 4.1.

The Town and the Union agree that if the Town wishes to implement summer hours in future fiscal years covered by the 2012-2016 collective bargaining agreement, such proposal would be addressed in accordance with the procedures outlined in this Section 4.8.

Section 4.9 – Dispatchers

The Town will utilize one (1) Dispatcher on the day shift and one (1) Dispatcher on the evening

shift, Monday through Friday. Effective with the execution of the July 1, 2016 through June 30, 2020 collective bargaining agreement, newly-hired Dispatchers may be assigned at the discretion of the Police Department administration to a four (4) day on duty, two (2) day off duty work schedule (“4/2 work schedule”) and may be placed on the day shift or on the evening shift.

The Dispatcher who works the evening shift will receive a two percent (2%) of base salary shift differential. Shift differentials will be paid on a quarterly basis. The shift differential is payable to the Dispatcher normally scheduled for the shift. The Town has no responsibility or liability for reallocating the differential in the event of shift swaps or for any other reason. Any such reallocation is a matter to be resolved by the Dispatchers involved in the shift swap. In addition, the Dispatcher assigned to the day shift of the 4/2 work schedule will receive a two percent (2%) of base salary shift differential, paid at the same time as the hours to which the differential applies are paid, for any Saturday and or Sunday worked by the Dispatcher if the Saturday and/or Sunday worked is a regularly-scheduled work day for the Dispatcher.

Dispatchers will be allowed to swap shifts with the permission of the Chief of Police or his designee.

The Town will attempt to fill the temporary absence of a full-time Dispatcher first with another full-time Dispatcher and will only use a part-time, non-bargaining-unit civilian dispatcher or police officer if no full-time Dispatcher is available, or if a police officer can be used without incurring overtime cost.

Full-time Dispatchers may be used to fill the temporary absence of a part-time, non-bargaining-unit civilian dispatcher at the discretion of the Chief of Police or his designee. In addition, the Dispatchers may swap shifts with other civilian dispatchers and with the part-time, non-bargaining unit civilian dispatchers at the discretion of the Chief of Police or his designee.

ARTICLE V **HOLIDAYS**

Section 5.0 - Holiday Schedule

The following nine (9) out of twelve (12) holidays per year shall be observed as days off with full pay:

New Year's Day	Labor Day
Martin Luther King Day	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	Christmas Day
July 4th	

The remaining three (3) holidays per year shall be determined by the Board of Selectmen on an annual basis. The three (3) holidays shall consist of two (2) recognized holidays and one (1) floating holiday.

When any of the above holidays falls on a Sunday, the following Monday will be observed as a holiday. When any of the above holidays falls on a Saturday, the preceding Friday will be observed as a holiday.

If the First Selectman or his designee closes Town Hall two (2) or more hours early the day before a holiday, there will be no lunch break.

Effective with the execution of the July 1, 2016 through June 30, 2020 collective bargaining agreement, newly-hired Dispatchers must work a holiday if it falls on his or her regularly-scheduled work day and will receive one and one-half (1-1/2) his or her regular straight time rate of pay for the hours worked on the holiday. These Dispatchers have the option to take another day off at another time in lieu of receiving one and one-half (1-1/2) times his or her regular rate of pay for the hours worked on the holiday.

Section 5.1 - Emergency Days, Day of Mourning

Whenever the First Selectman, or his/her designee, declares a day as a day of mourning and declares such day as a day off for non-essential employees, or an emergency day (including closings due to inclement weather) for non-essential employees, or if the Governor of the State of Connecticut declares a state of emergency and legally closes all State roads to non-essential personnel, such day, or partial day, shall be treated as though it were a paid holiday or partial holiday for all non-essential bargaining unit employees. Non-essential bargaining unit employees are defined as all AFSCME Local 1303-160 employees except the Emergency Services Dispatchers and the Parks and Grounds Crewmen.

If an employee does not report to work due to bad weather on a day when the Town Hall is open, the lost work time must be charged to available personal or vacation time or must be taken as leave without pay if the employee has no available personal or vacation leave. If the employee has used his/her three (3) personal days prior to the lost work time, he/she may request the First Selectman's approval to use one of the two (2) additional personal days referenced in Article VII, Section 7.7.

If the First Selectman calls for a delayed opening or early closing due to bad weather or for any other reason(s), and an employee does not report to work because of the bad weather, the lost work time (the number of hours the Town Hall was open less a lunch hour if the Town Hall was open more than six (6) hours) must be charged to available personal or vacation time or must be taken as leave without pay if the employee has no available personal or vacation leave. If the delayed opening or early closing reduces the work day to six (6) hours or less, there will be no lunch break. If the employee has used his/her three (3) personal days prior to the lost work time, he/she may request the First Selectman's approval to use one of the two (2) additional personal days referenced in Article VII, Section 7.7. For purposes of this Section, "work day" is the number of hours Town Hall would normally open, meaning eight (8) hours.

If an employee is on a vacation, sick, or personal day when the Town Hall is closed due to

inclement weather, he/she will be charged for the scheduled vacation, sick, or personal day.

Emergency Services Dispatchers, Parks and Grounds crewmen, and any other employees who are required as part of their job responsibilities to work on days that are fully or partially closed by the First Selectman or his designee due to a state of emergency, bad weather, or for any other reason are considered emergency essential personnel and, therefore, are not subject to the provisions set forth in paragraphs one through four of this Section. In the event the First Selectman declares a day as a day of mourning or an emergency day (including closings due to inclement weather) and as a day off for employees, or calls for a delayed opening or early closing due to inclement weather, emergency situation, or for any other reason, the Dispatchers, Parks and Grounds crewmen, and other employees deemed essential personnel will be expected to report to work and will be allowed to take the amount of time off Town Hall was closed at another point in time to be scheduled with the employee's supervisor or his/her designee's approval.

Section 5.2 - Holidays During Vacation

When a holiday falls during an employee's vacation, the vacation shall be extended by one (1) day for each holiday.

Section 5.3 - Religious Holidays

In order to avoid loss of pay, an employee annually may use personal days or vacation days for religious holidays which are not paid holidays.

ARTICLE VI VACATIONS

Section 6.0 - Vacation Schedule

Each employee will be entitled to annual paid vacation time as follows:

For newly hired employees, vacation time will not be accrued during the probationary period. For each full month worked after the completion of probation to the immediately succeeding July 1, a new employee is entitled to one (1) day of vacation. These vacation days may be taken prior to July 1 or carried forward and added to the two (2) weeks to which the employee is entitled on the July 1 immediately succeeding the completion of the probationary period.

Non-probationary employees who complete their first (1st) or second (2nd) service anniversaries during a fiscal year (July 1 – June 30) are entitled to two (2) weeks of vacation which may be taken at any time during that fiscal year.

Employees completing service anniversaries three (3) through ten (10) during a fiscal year will receive three (3) weeks of vacation on July 1 of that fiscal year, which can be taken at any time during that fiscal year.

Employees completing service anniversaries eleven (11) or greater in a fiscal year will receive four (4) weeks of vacation on July 1 of that fiscal year, which can be taken at any time during that fiscal year.

Any vacation time accrued under the 1997-2001 collective bargaining agreement will be forfeited effective July 1, 2001. However, up to one (1) year's vacation time that was eligible to be taken in fiscal year 2001 (i.e., time earned in fiscal year 2000) may be carried over to fiscal year 2002 subject to approval by the Town.

Section 6.1 - Vacation Selection - Carry Over

Vacation time may be used in increments of no less than one-half (1/2) day and no longer than the total amount of yearly vacation to which the employee is entitled unless use of additional vacation (carry over) is approved by the Town. Vacation requests are subject to prior approval by the department head and will be granted on a "first come, first served" basis. No vacation request will be unreasonably denied. Up to five (5) days earned vacation time may be carried over from one year to the next, subject to approval by the Town, to an accumulated accrual of up to one (1) year's vacation time. In the event that two (2) or more employees in the same department simultaneously request the same vacation time and the department head is unable to grant all the requests, Town Wide Seniority will be the deciding factor as to which requests are granted.

Section 6.2 - Vacation Payment at Termination

An employee who terminates his/her employment shall be paid for all unused vacation at the employee's current rate of pay. The estate of an employee who dies shall receive payment for the deceased employee's unused vacation at the employee's rate of pay at the time of death.

Section 6.3 - Illness During Vacation

If an employee becomes ill during a vacation, the employee may exchange the time for sick leave, provided that the employee provides the Town with a doctor's certificate.

Section 6.4 – Notice of Scheduled Vacation Leave

Dispatchers must provide the Chief of Police or his designee a minimum of seventy-two (72) hours notice of intent to take vacation leave or with less notice if approved by the Chief of Police or his designee. Section 6.1 above applies to the Dispatcher position. The Chief of Police can disapprove of a vacation request pursuant to Section 6.1.

ARTICLE VII **LEAVE PROVISIONS**

Section 7.0 - Sick Leave

Each employee shall accrue sick leave at the rate of one (1) day per month, at the end of the month, to a maximum of twelve (12) days per year to a maximum accumulation of two hundred (200) days. Any sick leave unused in any year will be accumulated. If an employee retires in accordance with the terms of the employee's pension plan which defines retirement, or upon an employee's death, one-half (1/2) of the employee's accumulated sick leave up to a maximum of one hundred eighty (180) days, and one hundred fifty (150) days for newly-hired members effective with the execution of the July 1, 2016 through June 30, 2020 collective bargaining agreement, of the two hundred days allowed to be accrued for use as sick leave will be paid to the employee at the employee's current rate of pay, or in the case of death shall be paid to his/her estate.

At the Department Head or his/her designee's discretion, a note from a physician, indicating that an employee is sick or unable to work, may be required if an employee is out on sick leave more than five (5) consecutive work days or if there is a pattern of abuse of sick leave suspected. Additionally, the Department Head or designee may request a return-to-duty physician's note indicating the employee is able to resume performance of the essential functions of his/her job.

Section 7.1 - Bereavement Leave

Employees are entitled to up to three (3) working days funeral leave with pay at the time of death of a spouse, parent, child, grandchild, brother, sister, grandparent, father-in-law, mother-in-law, brother-in-law, sister-in-law, aunt, uncle, step-parent, step-child, or a person domiciled in the employee's house other than a relative named herein and two (2) working days funeral leave with pay at the time of death of a niece or nephew. Two (2) additional work days off with pay may be granted to an employee if, in the discretion of the First Selectman or his/her designee, the employee needs additional time off, and such a request will not be unreasonably denied. At the discretion of the First Selectman, or his/her designee, where unusual circumstances and equity dictate one (1) working day may be granted with pay at the time of death of any other person not described in this section in order to attend the funeral of that person.

Section 7.2 - Sickness in Family Leave

Employees may use up to three (3) sick days per fiscal year for the purpose of attending to a member of the employee's immediate family who is sick or injured. Immediate family shall be any relative named in Section 7.1.

Section 7.3 - Jury Duty Leave

Employees shall be entitled to full pay at the current base rate for absence due to jury duty provided that reimbursement for same and regular pay together does not exceed employee's regular wage. The current practice of "endorsing over" jury duty pay shall continue.

Section 7.4 - Military Leave

An employee who is a member of the National Guard or the military reserves, or of the military

or naval forces of the United States and is required to undergo field training for a short period will receive the difference between his/her salary and payment received from the Government, exclusive of the travel allowance in accordance with applicable State and Federal law.

Section 7.5 - Union Business Leave

Not more than one (1) Union Official at a time shall be allowed to attend official Union conventions and conferences without loss of pay provided that the maximum number of days shall not exceed three (3) days per fiscal year.

Section 7.6 - Accrued Leaves Payable to Estate

In the event of an employee's death, the employee's estate or named beneficiary shall receive all unused vacation leave earned.

Section 7.7 - Personal Leave

Each employee may be granted up to a total of five (5) personal days off without loss of pay each year. Up to three (3) days each year may be granted with the approval of the Department Head. Up to two (2) additional days off require the additional approval of the First Selectman or his/her designee. Such leave will not be used to augment vacation. To obtain approval for the additional two (2) personal days, the employee must specify the actual dates needed and give a satisfactory explanation to the Department Head and the First Selectman, when applicable, so as to enable them to determine that the personal business cannot be conducted outside of working hours.

Section 7.8 - Leave of Absence Without Pay

An employee may be granted an unpaid leave of absence of up to one (1) year for pressing personal reasons with approval by the Town. The employee must exhaust accrued vacation and personal leave before taking such unpaid leave of absence. Upon conclusion of the leave, the employee will be returned to his/her former job position or a comparable position. Medical, life, long-term disability and accidental death and dismemberment insurance will be continued by the Town during the leave provided that the employee submits payment for the cost of the premiums to the Town, monthly, in advance. Seniority and Town Wide Seniority will be frozen during the leave.

An employee will not earn vacation or sick time while he/she is out on an unpaid leave and will not be paid for holidays that occur during the unpaid leave of absence.

ARTICLE VIII WAGES

Section 8.0 - Wage Schedule

Wages for all employees are as set forth in Appendix A which is appended to and made part of

this Agreement.

Section 8.1 - Temporary Work at Higher Classification

An employee who is required by the First Selectman or his/her designee to perform the work of another employee who is in a position in a higher grade for more than five (5) continuous, full work shifts, will be compensated after completion of five (5) continuous, full work shifts in the higher grade. The employee will be paid at the first (1st) step in the higher grade that represents an increase which is closest to but not less than five percent (5%) more than the employee's current rate of pay. Temporary work in a higher paid position which is not in the bargaining unit will be compensated at ninety percent (90%) of the pay for the position provided the employee is specifically assigned by the First Selectman or his/her designee to perform the duties of the position for more than five (5) continuous, full work shifts.

Section 8.2 - Vehicle Reimbursement

An employee who uses his/her personal vehicle in the service of the Town shall be paid at the current IRS rate for each mile of such use.

Section 8.3 - Educational Reimbursement

Any employee who enrolls in a job-related course or job-related college degree program will be reimbursed a portion of the tuition and text book costs paid by the employee. Reimbursement will be paid to the employee at the end of each semester for each course which the employee has successfully completed. Successful completion means passing with grade "C" or better or passing, if the course is graded on a "pass-fail" basis. Passing with a "C minus" grade or better or "Pass" in a "pass-fail" course entitles the member to seventy percent (70%) reimbursement; passing with a "B" grade entitles the member to 75% reimbursement; and passing with an "A" grade entitles the member to 80% reimbursement. In order to qualify for reimbursement, an employee must (1) have at least one (1) year of seniority with the Town prior to application for reimbursement; and (2) have obtained approval from the First Selectman or his/her designee prior to the commencement of the course(s); and (3) still be a Town employee at the time reimbursement would otherwise be made; and (4) provide the Town with proof that he/she is pursuing a job-related major if he/she is enrolled in a job-related college degree program at the time the employee is seeking reimbursement. The Town will provide an employee a letter verifying the above reimbursement provisions.

Section 8.4 - Payment for Certification

The Town will continue to pay six hundred and fifty (\$650.00) each year to the Apparatus Supervisor (Mechanic) for the maintenance of EMT certification. Payment will be in a lump sum for the full amount on the first pay day in each July. The Town may demand proof of such certification prior to making payment.

Section 8.5 - Longevity

Each employee will receive a longevity bonus each year in accordance with the following schedule:

	EFFECTIVE <u>7/1/16</u>	EFFECTIVE <u>7/1/17</u>	EFFECTIVE <u>7/1/18</u>
Completion of ten (10) years of service	\$ 370.00	\$ 430.00	\$ 450.00
Completion of fifteen (15) years of service	\$ 485.00	\$ 535.00	\$ 570.00
Completion of twenty (20) years of service	\$ 605.00	\$ 665.00	\$ 700.00

Longevity bonuses will become due and payable on the first pay day following the employee's anniversary date of employment.

Section 8.6 - Conferences

Any employee who attends a conference which relates to the employee's job responsibilities will do so without loss of pay providing the employee has obtained approval from his or her Department Head prior to the conference. Travel, lodging, meal expense, conference fees and such other reasonable expenses as may be incurred will be reimbursed by the Town.

Section 8.7 - Professional Membership

The current practice of reimbursing certain employees for membership dues in professional organizations relevant to the employee's position shall continue for the duration of the Agreement.

Section 8.8 - Travel

An employee who is required to travel by the Town and with prior approval to travel outside the Town will be reimbursed for all expenses incurred by the employee including travel, lodging, meal expenses, and such other reasonable expenses as may be incurred.

Section 8.9 - Pay Period

Employees are paid once every two (2) weeks on Friday or Thursday depending on the department in which the employee works.

ARTICLE IX **INSURANCE AND PENSION**

Section 9.0 - Medical/Life Insurance Coverage

- (a) Effective on the first (1st) day of the month following an employee's date of hire, the Town will provide for each employee and his/her eligible dependents, medical and life insurance benefits as more particularly described in Appendix B with changes in the plan

design as listed below effective July 1, 2016. The Town may change carriers providing the insurance benefits described in Appendix B and in this Section 9.0(a) and those offered by the new carrier are equivalent to or better than the insurance currently provided. The Town will give the Union ninety (90) days notice before changing carriers unless a shorter time is mutually agreed upon by the parties.

Effective July 1, 2016, the following Anthem Century Preferred PPO co-pay table will be in effect:

Office Visit	\$25.00 co-pay
Emergency Room Visit	\$150.00 co-pay
Urgent Care Visit	\$75.00 co-pay
Hospitalization	\$250.00 co-pay
Out-patient Surgery	\$250.00 co-pay
Prescription Drugs	3 Tier Public Sector Managed Plan: \$10/\$25/\$40 Co-payments: \$10 for generic \$25 for formulary \$40 for off formulary 2x Co-pay for up to 100 day supply Mail Order 2x Co-pay for 100 day supply Retail Unlimited Annual Maximum

In addition, effective July 1, 2014, a high deductible health plan (“HDHP”) with health savings account (“HSA”) will be offered as an option and alternative to the preferred provider organization plan for all eligible employees and dependents, and effective with the execution of the July 1, 2016 through June 30, 2020 collective bargaining agreement, the high deductible health plan with health savings account (“HSA”) will be the only health plan available to newly-hired members. Effective July 1, 2017, a health retirement account (“HRA”) will be available to members ineligible for an HSA. In addition, effective July 1, 2017, all members will be eligible to participate in a flexible spending account (“FSA”). The flexible spending account will be structured such that the member may carry over five hundred dollars (\$500.00) from one calendar year to the next, as long as such feature is permitted under the Internal Revenue Tax Code provisions regulating the features of the FSA.

The benefits of the HDHP are as follows:

- There will be a \$2,000.00 deductible for single coverage and \$4,000.00 deductible for family coverage. The deductible will cross accumulate between in-network and non-network providers.
- After the deductible is paid, the plan will cover 100% of in-network medical charges and 80% of reasonable and customary non-network medical charges.
- The maximum out-of-pocket expense for medical services will be \$2,000.00 for single

coverage and \$4,000.00 for family coverage in network and \$4,000.00 for single coverage and \$8,000.00 for family coverage for non-network services.

- Preventive care will be covered at 100% and will not apply towards the deductible.
- Prescription drugs will be subject to the initial medical deductible. After the deductible is paid, prescription drugs will be covered with no co-insurance.
- Deductible funding from the Town will be 60%. This payment will be made by the Town on or about July 1st of each fiscal year but no later than July 15th.

Effective July 1, 2017, the Anthem Blue Cross & Blue Shield of Connecticut Blue View Vision Plan as described in Appendix D. will be incorporated into both the Century Preferred and Lumenos High Deductible Health Plans.

- (b) The rules, regulations, terms and conditions of the policies shall be binding on all the parties hereto. The liability of the Town is limited to the prompt payment of the premiums it is required to pay hereunder throughout the term of the policies. No matter with respect to a benefit payable by the carrier shall be subject to the grievance procedure specified in this Agreement.
- (c) With the Town's implementation of a Section 125 plan which allows the employees' contributions to be treated as pre-tax dollars and effective with the signing of the Agreement, employees shall contribute to the cost of the medical insurance premium to the Town as follows: thirteen percent (13%) in fiscal year 2017, thirteen and one half percent (13.5%) in fiscal year 2018, fourteen percent (14%) in fiscal year 2019, and fourteen and one half percent (14.5%) in fiscal year 2020.

Eligible employees who opt for the HDHP with HSA or HRA will pay the “buy up” cost, if any, for this coverage which is calculated as follows:

1. Determine what the Town will pay for the member's coverage if he or she were participating in the preferred provider plan in place, which would be the premium minus the applicable premium cost share. The resulting figure is what the Town will contribute towards the cost of the HDHP for both the premium and the deductible funding costs.
2. Take the figure arrived at in #1 above and subtract the portion of the deductible the Town will pay to the employee's HSA, and the resulting figure is the amount of money the Town will contribute towards the premium cost of the employee's coverage in the HDHP.
3. Subtract the figure arrived at in #2 above from the HDHP premium cost to the employee. The employee is responsible to pay the resulting balance, if there is any balance remaining.

The applicable percentage times the actual annual health insurance premium divided by twenty-six (26) shall be the employee contribution that shall be paid through a payroll deduction to be taken from each and every pay.

- (d) The Town and the Union agree to a reopener clause to consider the State Partnership Program 2.0 for health insurance whereby either party may initiate the request to reopen the collective bargaining agreement to bargain switching to the State Partnership Program health insurance. Failure to reach agreement will result in mid-term interest arbitration only if both parties agree to such a result. If both parties do not agree to mid-term interest arbitration, and if resolution on the matter does not take place, the issue will be tabled until negotiations for a successor collective bargaining agreement.
- (e) If, during the duration of this collective bargaining agreement, any portion of the Affordable Care Act were to be found illegal, repealed, or invalidated by a court of competent jurisdiction or by a legislative act of Congress, the Town shall not seek to reopen this collective bargaining agreement for purposes of modifying the health insurance coverage in place, and said health insurance shall remain in full force and effect for the remainder of the collective bargaining agreement term of duration. Under the requirements of the Affordable Care Act with respect to automatic enrollment, the Town shall regard the Anthem Blue Cross & Blue Shield Century Preferred Provider Organization Plan as the default plan for the members of the bargaining unit and the Anthem Blue Cross & Blue Shield Lumenos High Deductible Health Plan with HSA or HRA as the default plan for the members of the bargaining unit hired after the execution of the July 1, 2016 through June 30, 2020 collective bargaining agreement.
- (f) The Town and the Union agree to a reopener clause to address the Affordable Care Act Cadillac Tax should the imposition of said tax be slated to occur during the duration of the July 1, 2016 through June 30, 2020 collective bargaining agreement whereby either party may initiate the request to reopen the collective bargaining agreement to bargain the over the impact of the Cadillac Tax. Failure to reach agreement will result in mid-term interest arbitration.
- (g) The Town and the Union agree to form a Labor/Management Committee to study and select voluntary insurance to be offered to members at their cost and paid for via a payroll deduction basis.

Section 9.1 – Dental Insurance

Non-orthodontic dental care benefits up to \$1,000.00 per year, increasing to \$1,500.00 per year effective July 1, 2017, with a \$50 deductible, and orthodontic care for dependent children only, up to \$1,000.00 life time with a \$50 deductible will be available to all eligible employees and dependents. Employees will contribute toward the cost of their dental insurance plan as follows: employee contributions of six percent (6%) of the annual insurance premium cost effective July 1, 2015. Said contributions shall be paid through payroll deductions that will be taken from each

pay. A Section 125 plan for the premium cost share deduction is in effect. The applicable percentage times the actual dental insurance premium divided by twenty-six (26) shall be the employee contribution that shall be paid through a payroll deduction to be taken from each and every pay. In addition, the definition of dependent coverage will be age 26.

Section 9.2 - Medical Insurance - Retired Employees

An employee who retires in accordance with the terms of the employee's retirement plan which defines retirement will be eligible for the following retiree health insurance benefits:

Active employees who retire in accordance with the terms of the Town's retirement plan without Medicare eligibility may choose to continue to receive the health insurance provided to the employee and the employee's enrolled dependents by the Town conditioned upon the retiring employee assuming the full premium cost of the insurance, until such time as the employee becomes Medicare eligible. Upon obtaining Medicare eligibility, the retiree must leave the Town's health insurance plan for active, union employees and may enroll in a Town-sponsored Medicare Anthem Supplement Plan F with an unlimited prescription drug benefit plan sponsored by the Town. This Medicare Anthem Supplement Plan F will be fully insured and community rated. The retiree will be required to enroll in Medicare Part A and to purchase Part B of Medicare in order to be eligible to join the Town-sponsored Medicare Anthem Supplement Plan F. The retiree will be responsible for the full premium cost of the plan.

The retiree's spouse will be permitted to continue to participate in the Town's health insurance plan for active employees, assuming the full premium cost of the insurance, until such time as he/she becomes Medicare eligible, at which point, the spouse may join the Town-sponsored Medicare Anthem Supplement Plan F with an unlimited prescription drug benefit plan sponsored by the Town with the same conditions associated with said benefit as apply to the retiree. The retiree's dependent children may continue to participate in the Town's health insurance plan, assuming the full premium cost of the insurance, until age 26.

Active employees who retire in accordance with the terms of the Town's retirement plan with Medicare eligibility must leave the Town's health insurance plan for active, union employees and may enroll in a Town-sponsored Medicare Anthem Supplement Plan F with an unlimited prescription drug benefit plan sponsored by the Town. This Medicare Anthem Supplement Plan F will be fully insured and community rated. The retiree will be required to enroll in Medicare Part A and to purchase Part B of Medicare in order to be eligible to join the Town-sponsored Medicare Anthem Supplement Plan F. The retiree will be responsible for the full premium cost of the plan.

The retiree's spouse will be permitted to continue to participate in the Town's health insurance plan for active employees, assuming the full premium cost of the insurance, until such time as he/she becomes Medicare eligible, at which point, the spouse may join the Town-sponsored Anthem Medicare Supplement Plan F with an unlimited prescription drug benefit plan sponsored by the Town with the same conditions associated with said benefit as apply to the retiree. The retiree's dependent children may continue to participate in the Town's health insurance plan, assuming the full premium cost of the insurance, until age 26.

An active employee who retires in accordance with the terms of the Town's retirement plan and his/her eligible dependents may choose to continue to participate in the Town's dental insurance provided the retiring employee assumes the full premium cost of the insurance.

Section 9.3 - Retirement Plan

The Retirement Plan for Employees of the Town of Wilton (hereinafter or hereinbefore referred to as the "Pension Plan") as last amended on July 1, 2001 is hereby included in and made part of this Agreement with the following modification: in Section 7 – Vesting of the Town's Retirement Plan, continuous service shall be changed to "Credited Service."

Effective with the signing of the July 1, 2012 through June 30, 2016 Agreement, all new bargaining unit employees shall participate in the Town's Defined Contribution Plan in lieu of the Pension Plan. On the employee's behalf, the Town shall contribute nine percent (9%) and the employee shall contribute five percent (5%) of the employee's base pay to the Defined Contribution Plan.

Effective with the signing of the July 1, 2016 through June 30, 2020 Agreement, all new bargaining unit employees shall participate in the Town's Defined Contribution Plan in lieu of the Pension Plan. On the employee's behalf, the Town shall contribute six percent (6%) and the employee shall contribute five percent (5%) of the employee's base pay to the Defined Contribution Plan.

Vesting shall be five (5) years.

Section 9.4 - Tax Sheltered Annuity Plan

The Town agrees to provide a tax sheltered annuity plan (T.S.A.) for all employees who choose to participate. The plan shall conform to guidelines set forth for a Governmental Deferred Compensation Plan (26 USC 457). Effective within a reasonable period of time following the execution of this 2012-2016 collective bargaining agreement, the Town will amend its Section 457 deferred compensation plan so that it permits Roth deferrals, and it will offer Roth IRA's through its Section 457 deferred compensation plan provider.

Section 9.5 - Workers' Compensation

An employee who sustains a job related illness or injury is entitled to Workers' Compensation in accordance with applicable law. The Town will compensate the employee for all lost wages due to absence from work as a result of a job-related illness or injury that are not replaced by Workers' Compensation for a period not to exceed eighteen (18) months, meaning the employee shall receive an amount sufficient when added to the employee's tax free Workers' Compensation benefits, to provide the employee his regular weekly straight time rate of pay net of taxes. No absence from work resulting from a job related illness or injury will be charged against an employee's sick leave or other leaves.

Section 9.6 - Long Term Disability

The Town shall continue to provide, at no cost to the employee, the long term disability insurance coverage currently in effect as modified to include a maximum benefit period up to age seventy (70) as more particularly described in Appendix B hereof.

Section 9.7 - Life Insurance

Each employee will be provided with life insurance in the amount equal to one (1) times the employee's base salary rounded to the nearest one thousand dollars (\$1,000).

ARTICLE X DISCIPLINARY PROCEDURE

Section 10.0 - Discipline and Discharge

No employee shall be discharged or otherwise disciplined except for just cause; except that the Town shall have the right in its sole discretion to discharge any employee during such employee's probationary period in the manner set forth in Section 3.2 of this Agreement.

Section 10.1 - Progressive Discipline

Discipline shall be administered in a fair and equitable manner. Discipline shall be progressive and shall normally include the following actions:

1. oral warning;
2. written warning;
3. suspension;
4. discharge.

However, discipline for severe infractions may result in immediate suspension or discharge.

Section 10.2 - Notice of Discipline

Notice of all disciplinary actions except oral warnings will be given to the employee in writing at the time that the disciplinary action is instituted. The notice shall state the reason or reasons for the actions taken. The Union will be promptly notified of all disciplinary actions, except oral warnings, taken against any employee.

ARTICLE XI WORKING RULES

Section 11.0 - Negotiations

Time off with pay shall be granted to three (3) employees for purposes of negotiations with the Employer.

Section 11.1 - Separability

If any section, sentence, clause or phrase of this Agreement shall be held for any reason to be inoperative, void or invalid, the validity of the remaining portions of this Agreement shall not be affected thereby, it being the intention of the parties in adopting this Agreement that no portion thereof or provision herein shall become inoperative or fail by reason of invalidity of any other portion or provision and the parties do hereby declare that it would have severally approved of and adopted the provisions contained herein, separately and apart from the other.

Section 11.2 - Bulletin Boards

The Town shall provide the Union access to one (1) bulletin board in the Town Hall.

Section 11.3 - Health and Safety

The Town agrees to provide and maintain a safe, clean work environment for all its employees.

Section 11.4 - Uniforms

The Town agrees to provide and pay for uniforms as follows:

POSITION

Police Custodian
Parks Crew Person
Parks Crew Person (Lead)
Parks Foreman

Apparatus Supervisor

Animal Control Officer
Police Dispatcher

UNIFORMS PROVIDED

5 long sleeve shirts, 5 short sleeved shirts, 5 trousers, 2 jackets; cleaned and returned on a weekly basis; safety shoes as needed; and 3 pairs of shorts for Parks Department employees only.

5 long sleeve shirts, 5 short sleeve shirts, 5 trousers, patches and rockers, work boots and jacket as required; cleaned and returned on a weekly basis; Turnout Gear: coats, boots, trousers, helmet, gloves, hood as needed.

5 short sleeve shirts, 5 long sleeve shirts, neck ties, 5 trousers, 2 jackets, patches and rockers, work boots*

and protective clothing* as required;
cleaned and returned on a weekly
basis.

*Animal Control Officer Only

The following safety equipment will be provided:

Parks and Grounds Crew

Eye Protection

Ear Protection

Work Gloves

Tick Spray

Safety Vest

Assistant Building Official/Zoning Enforcement Officer/Assistant Town Planner/Environmental Analyst/Assistant Sanitarian

Hard Hat

Steel Toe/Protective Footwear

Tick Spray

Section 11.5 - Management Prerogatives

There are no provisions in this Agreement that shall deem to limit or curtail the Town in any way in the exercise of the rights, powers and authority which the Town had prior to the effective date of this Agreement unless, and only to the extent that, provisions of this Agreement specifically curtail or limit such rights, powers and authority.

Section 11.6 - No Strike/Lockout

The Union agrees that there will be no strike, slowdown, stoppage of work or other action intended to disrupt work. The Town agrees that it will not lock out any of the employees covered by this Agreement.

ARTICLE XII
GRIEVANCE AND ARBITRATION

12.0 - Grievance Procedure

This procedure is established to ensure an equitable resolution of problems arising out of the employer-employee relationship between the Town and the Union and to provide a means and method of settling disputes on as low an administrative level as possible and thereby achieve maximum efficiency as well as the highest morale among the employees.

Section 12.1 - Definitions

A grievance for the purpose of this procedure shall be deemed to be an employee or Union complaint involving a matter relating to the interpretation and application of the specific terms and conditions of this Agreement.

Section 12.2 - Time Extensions

Time extensions beyond those set forth in this Article may be agreed upon by mutual written consent of the parties hereto.

Section 12.3

Step One - Immediate Supervisor

Within twelve (12) working days of the date of occurrence or discovery of the occurrence giving rise to the grievance the aggrieved shall submit the grievance in writing to his/her immediate supervisor provided that the immediate supervisor is not the First Selectman. The supervisor shall schedule a meeting as soon as possible and no later than five (5) working days with all those concerned to discuss the grievance.

Step Two - First Selectman

If the grievance is not resolved at the Step 1 level meeting, the aggrieved shall, within five (5) working days following the day of the discussion at the Step 1 level; or, if the grievance is initiated at this level, within twelve (12) working days of the date of the occurrence or discovery of the occurrence giving rise to the grievance, the aggrieved shall submit the grievance in writing to the First Selectman or his/her designee. The First Selectman or his/her designee shall schedule a meeting within five (5) working days with all those concerned to discuss the grievance. The decision of the First Selectman or his/her designee shall be delivered in writing to the employee and to the Union Representative within five (5) working days after the meeting.

Step Three - Arbitration

If the grievance shall not have been disposed of to the satisfaction of the Union, by the First Selectman, the Union shall have the right to submit the grievance to the Connecticut State Board of Mediation and Arbitration within twenty (20) working days after the decision has been served upon the Union. If the Union submits a demand letter for arbitration, it shall send a copy of said letter to the Town at the same time as it is sent to the Connecticut State Board of Mediation and Arbitration.

Section 12.4 - Decision Final and Binding

The decision of the Arbitrators shall be final and binding upon both parties but shall not contravene, add or subtract from or alter the specific terms of this Agreement. Nothing herein shall be construed as a waiver by either party of such statutory rights as either party may have to

judicial review or enforcement.

Section 12.5 - Costs of Arbitration

The costs of arbitration shall be borne equally by both parties except that costs of representation are the sole responsibility of the party retaining representation.

Section 12.6 - Union Representation

One (1) steward and the grievant shall be granted time off with full pay for grievance hearings at Step I and Step 2 of the grievance procedure. One (1) steward, one (1) officer and the grievant shall be granted time off with full pay for grievance hearings at all subsequent steps if the grievance is not settled at Step 1 or Step 2.

ARTICLE XIII

SAFETY INCENTIVE PROGRAM

The following positions will be eligible to participate in the Safety Incentive Program as described below:

Animal Control Officer	Apparatus Supervisor
Assistant Building Official	Assistant Sanitarian
Assistant Town Planner	Custodian
Deputy Assessor	Dial-A-Ride Van Operator
Environmental Analyst	Parks Crew Foreman
Parks Crew Person	Parks Crew Person (Lead)
Program Coordinator	Building Maintenance Manager
Assistant Recreation Director	Zoning Enforcement Officer
Administrative Manager	

For each fiscal year in which an eligible employee, as defined above, does not have a new or recurring lost-time, employment-related injury or illness, the employee shall be paid \$200.00 in the first pay period of the succeeding year. A lost-time, employment-related injury or illness is defined as one that involves time away from work due to that employment-related injury or illness that extends beyond the day the injury or illness was sustained.

The Town may demand repayment of said \$200.00 and deduct same from the employee's paycheck if, following the Town's pay-out of said \$200.00, a lost-time, employment-related injury or illness claim is filed arising out of an injury suffered during the fiscal year for which the \$200.00 payment had been made.

ARTICLE XIV

DURATION

Section 14.0 - Effective Date - Termination

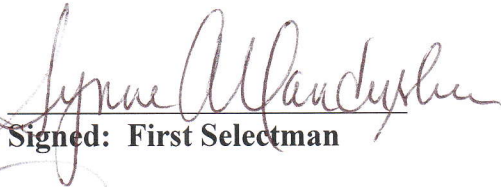
The provisions of this Agreement shall become effective July 1, 2016, and remain in full force and effect until June 30, 2020. Negotiations for a successor Agreement shall commence in accordance with applicable Connecticut Statutes.

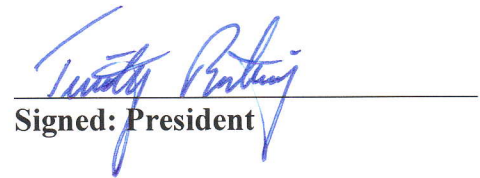
IN WITNESS WHEREOF, the parties have caused their names to be

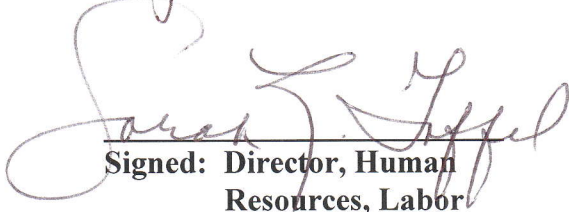
signed on this 22nd day of June, 2017.

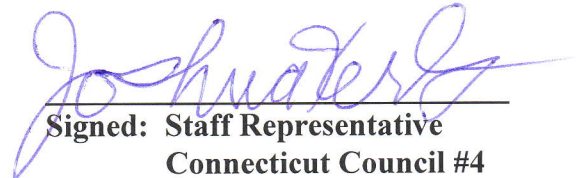
TOWN OF WILTON

WILTON TOWN HALL
EMPLOYEES UNION,
LOCAL 1303-160 OF
CONNECTICUT COUNCIL #4
AFSCME, AFL-CIO


Signed: First Selectman


Signed: President


Signed: Director, Human
Resources, Labor
Relations, and
Administrative Services


Signed: Staff Representative
Connecticut Council #4
AFSCME, AFL-CIO

**APPENDIX A
WILTON TOWN HALL EMPLOYEES
TITLE CONVERSION TABLE**

<u>JOB DESCRIPTION TITLE</u>	<u>RANGE</u>	<u>CLASSIFICATION TITLE</u>
Dial-A-Ride Van Operator	(I)	Dial-A-Ride Van Operator
Parks Crewman		Parks Crew Person
Custodian		Custodian
Parks Crew Person (Lead)	(II)	Parks Crew Person (Lead)
Tax Clerk	(III)	Tax Clerk
Secretary		Secretary
Clerk		Clerk
Clerk (Assessor)		Clerk
Floater Clerk		Floater Clerk
Administrative Secretary	(IV)	Administrative Secretary
Emergency Services Dispatcher		Emergency Services Dispatcher
Parks Crew Foreman		Parks Crew Foreman
Assistant Town Clerk I	(V)	Assistant Town Clerk
Assistant Town Clerk II		Assistant Town Clerk
Bookkeeper		Bookkeeper
Permit Technician		Permit Technician
Program Coordinator		Program Coordinator
Apparatus Supervisor	(VI)	Apparatus Supervisor
Assistant Town Planner		Assistant Town Planner
Environmental Analyst		Environmental Analyst
Information Systems Associate		Information Systems Associate
Dog Warden		Municipal Animal Control Officer
Assistant Tax Collector		Assistant Tax Collector
Deputy Assessor		Deputy Assessor
Building Maintenance Manager		Building Maintenance Manager
Assistant Building Official	(VII)	Assistant Building Official
Assistant Recreation Director		Assistant Recreation Director
Zoning Enforcement Officer		Zoning Enforcement Officer
Assistant Sanitarian		Assistant Sanitarian
Administrative Manager		Administrative Manager
Assistant Environmental Health Officer		Assistant Environmental Health Officer

APPENDIX A
WILTON TOWN HALL EMPLOYEES
WAGE RATES EFFECTIVE 7/01/16
2.00% Retroactive to July 1, 2016

30 HOURS	FY 2017					
Range	1	2	3	4	5	6
1	32,405	33,862	35,388	36,983	38,646	40,387
2	34,205	35,742	37,351	39,033	40,788	42,623
3	36,277	37,908	39,616	41,397	43,260	45,206
4	39,384	41,156	43,007	44,942	46,965	49,079
5	43,958	45,936	48,003	50,163	42,421	54,777
6	50,803	53,094	55,483	57,978	60,586	63,313
7	53,094	55,483	57,978	60,586	63,312	66,161
35 HOURS	FY 2017					
Range	1	2	3	4	5	6
1	37,804	39,507	41,286	43,147	45,090	47,120
2	39,904	41,703	43,576	45,537	47,587	49,725
3	43,593	45,552	47,603	49,746	51,985	54,326
4	45,947	48,014	50,176	52,434	54,793	57,259
5	51,284	53,594	56,001	58,523	61,157	63,910
6	59,272	61,945	64,730	67,638	70,685	73,864
7	61,945	64,730	67,638	70,685	73,864	77,186
40 HOURS	FY 2017					
Range	1	2	3	4	5	6
1	43,208	45,150	47,185	49,310	51,532	53,848
2	45,605	47,657	49,803	52,043	54,385	56,831
3	48,371	50,543	52,818	55,193	57,679	60,273
4	52,510	54,876	57,345	59,924	62,622	65,441
5	58,608	61,247	64,005	66,884	69,897	73,038
6	67,741	70,790	73,973	77,303	80,782	84,417
7	70,790	73,973	77,303	80,782	84,415	88,215

APPENDIX A
WILTON TOWN HALL EMPLOYEES
WAGE RATES EFFECTIVE 7/01/17
2.00% Effective July 1, 2017

30 HOURS	FY 2018					
Range	1	2	3	4	5	6
1	33,053	34,539	36,096	37,723	39,419	41,195
2	34,889	36,457	38,098	39,814	41,604	43,475
3	37,003	38,666	40,408	42,225	44,125	46,110
4	40,172	41,979	43,867	45,841	47,904	50,061
5	44,837	46,855	48,963	51,166	43,269	55,873
6	51,819	54,156	56,593	59,138	61,798	64,579
7	54,156	56,593	59,138	61,798	64,578	67,484
35 HOURS	FY 2018					
Range	1	2	3	4	5	6
1	38,560	40,297	42,112	44,010	45,992	48,062
2	40,702	42,537	44,448	46,448	48,539	50,720
3	44,465	46,463	48,555	50,741	53,025	55,413
4	46,866	48,974	51,180	53,483	55,889	58,404
5	52,310	54,666	57,121	59,693	62,380	65,188
6	60,457	63,184	66,025	68,991	72,099	75,341
7	63,184	66,025	68,991	72,099	75,341	78,730
40 HOURS	FY 2018					
Range	1	2	3	4	5	6
1	44,072	46,053	48,129	50,296	52,563	54,925
2	46,517	48,610	50,799	53,084	55,473	57,968
3	49,338	51,554	53,874	56,297	58,833	61,478
4	53,560	55,974	58,492	61,122	63,874	66,750
5	59,780	62,472	65,285	68,222	71,295	74,499
6	69,096	72,206	75,452	78,849	82,398	86,105
7	72,206	75,452	78,849	82,398	86,103	89,979

APPENDIX A
WILTON TOWN HALL EMPLOYEES
WAGE RATES EFFECTIVE 7/01/18
2.25%

30 HOURS	FY 2019					
Range	1	2	3	4	5	6
1	33,797	35,316	36,908	38,572	40,306	42,122
2	35,674	37,277	38,955	40,710	42,540	44,453
3	37,836	39,536	41,317	43,175	45,118	47,147
4	41,076	42,924	44,854	46,872	48,982	51,187
5	45,846	47,909	50,065	52,317	44,243	57,130
6	52,985	55,375	57,866	60,469	63,188	66,032
7	55,375	57,866	60,469	63,188	66,031	69,002
35 HOURS	FY 2019					
Range	1	2	3	4	5	6
1	39,428	41,204	43,060	45,000	47,027	49,143
2	41,618	43,494	45,448	47,493	49,631	51,861
3	45,465	47,508	49,647	51,883	54,218	56,660
4	47,920	50,076	52,332	54,686	57,147	59,718
5	53,487	55,896	58,406	61,036	63,784	66,655
6	61,817	64,606	67,511	70,543	73,721	77,036
7	64,606	67,511	70,543	73,721	77,036	80,501
40 HOURS	FY 2019					
Range	1	2	3	4	5	6
1	45,064	47,089	49,212	51,428	53,746	56,161
2	47,564	49,704	51,942	54,278	56,721	59,272
3	50,448	52,714	55,086	57,564	60,157	62,861
4	54,765	57,233	59,808	62,497	65,311	68,252
5	61,125	63,878	66,754	69,757	72,899	76,175
6	70,651	73,831	77,150	80,623	84,252	88,042
7	73,831	77,150	80,623	84,252	88,040	92,004

APPENDIX A
WILTON TOWN HALL EMPLOYEES
WAGE RATES EFFECTIVE 7/01/19
2.25%

30 HOURS	FY 2020					
Range	1	2	3	4	5	6
1	34,557	36,111	37,738	39,440	41,213	43,070
2	36,477	38,116	39,831	41,626	43,497	45,453
3	38,687	40,426	42,247	44,146	46,133	48,208
4	42,000	43,890	45,863	47,927	50,084	52,339
5	46,878	48,987	51,191	53,494	45,238	58,415
6	54,177	56,621	59,168	61,830	64,610	67,518
7	56,621	59,168	61,830	64,610	67,517	70,555
35 HOURS	FY 2020					
Range	1	2	3	4	5	6
1	40,315	42,131	44,029	46,013	48,085	50,249
2	42,554	44,473	46,471	48,562	50,748	53,028
3	46,488	48,577	50,764	53,050	55,438	57,935
4	48,998	51,203	53,509	55,916	58,433	61,062
5	54,690	57,154	59,720	62,409	65,219	68,155
6	63,208	66,060	69,030	72,130	75,380	78,769
7	66,060	69,030	72,130	75,380	78,769	82,312
40 HOURS	FY 2020					
Range	1	2	3	4	5	6
1	46,078	48,149	50,319	52,585	54,955	57,425
2	48,634	50,822	53,111	55,499	57,997	60,606
3	51,583	53,900	56,325	58,859	61,511	64,275
4	55,997	58,521	61,154	63,903	66,780	69,788
5	62,500	65,315	68,256	71,327	74,539	77,889
6	72,241	75,492	78,886	82,437	86,148	90,023
7	75,492	78,886	82,437	86,148	90,021	94,074

APPENDIX A
WILTON TOWN HALL EMPLOYEES
WAGE RATES EFFECTIVE 7/01/16
FOR EMPLOYEES HIRED AFTER EXECUTION OF 2006-2010 AGREEMENT
2.00% Retroactive to July 1, 2016

30 HOURS	FY 2017							
Range	1	2	3	4	5	6	7	8
1	32,405	33,442	34,512	35,616	36,756	37,933	39,146	40,387
2	34,205	35,300	36,428	37,594	38,798	40,039	41,320	42,623
3	36,277	37,439	38,637	39,873	41,149	42,465	43,824	45,206
4	39,384	40,644	41,944	43,287	44,672	46,101	47,577	49,079
5	43,957	45,363	46,814	48,312	49,859	51,455	53,101	54,777
6	50,803	52,429	54,107	55,839	57,625	59,469	61,371	63,313
7	53,094	54,792	56,546	58,355	60,222	62,150	64,139	66,161
35 HOURS	FY 2017							
Range	1	2	3	4	5	6	7	8
1	37,804	39,013	40,261	41,550	42,880	44,252	45,667	47,120
2	39,904	41,180	42,498	43,859	45,263	46,711	48,205	49,725
3	43,593	44,989	46,427	47,913	49,447	51,029	52,662	54,326
4	45,947	47,417	48,935	50,500	52,116	53,784	55,505	57,259
5	51,284	52,924	54,618	56,365	58,169	60,030	61,951	63,910
6	59,272	61,169	63,126	65,146	67,231	69,382	71,602	73,865
7	61,945	63,926	65,972	68,083	70,261	72,510	74,830	77,186
40 HOURS	FY 2017							
Range	1	2	3	4	5	6	7	8
1	43,208	44,591	46,018	47,490	49,011	50,579	52,196	53,848
2	45,605	47,064	48,569	50,125	51,729	53,384	55,092	56,831
3	48,371	49,920	51,517	53,165	54,867	56,622	58,434	60,273
4	52,510	54,191	55,925	57,714	59,561	61,467	63,434	65,440
5	58,608	60,485	62,420	64,417	66,479	68,606	70,801	73,038
6	67,741	69,909	72,147	74,455	76,838	79,297	81,835	84,417
7	70,797	73,055	75,393	77,806	80,295	82,865	85,517	88,215

**APPENDIX A
WILTON TOWN HALL EMPLOYEES
WAGE RATES EFFECTIVE 7/01/17
FOR EMPLOYEES HIRED AFTER EXECUTION OF 2006-2010 AGREEMENT
2.00% Effective July 1, 2017**

30 HOURS	FY 2018								
Range	1	2	3	4	5	6	7	8	
1	33,053	34,111	35,202	36,328	37,491	38,692	39,929	41,195	
2	34,889	36,006	37,157	38,346	39,574	40,840	42,146	43,475	
3	37,003	38,188	39,410	40,670	41,972	43,314	44,700	46,110	
4	40,172	41,457	42,783	44,153	45,565	47,023	48,529	50,061	
5	44,836	46,270	47,750	49,278	50,856	52,484	54,163	55,873	
6	51,819	53,478	55,189	56,956	58,778	60,658	62,598	64,579	
7	54,156	55,888	57,677	59,522	61,426	63,393	65,422	67,484	
35 HOURS	FY 2018								
Range	1	2	3	4	5	6	7	8	
1	38,560	39,793	41,066	42,381	43,738	45,137	46,580	48,062	
2	40,702	42,004	43,348	44,736	46,168	47,645	49,169	50,720	
3	44,465	45,889	47,356	48,871	50,436	52,050	53,715	55,413	
4	46,866	48,365	49,914	51,510	53,158	54,860	56,615	58,404	
5	52,310	53,982	55,710	57,492	59,332	61,231	63,190	65,188	
6	60,457	62,392	64,389	66,449	68,576	70,770	73,034	75,342	
7	63,184	65,205	67,291	69,445	71,666	73,960	76,327	78,730	
40 HOURS	FY 2018								
Range	1	2	3	4	5	6	7	8	
1	44,072	45,483	46,938	48,440	49,991	51,591	53,240	54,925	
2	46,517	48,005	49,540	51,128	52,764	54,452	56,194	57,968	
3	49,338	50,918	52,547	54,228	55,964	57,754	59,603	61,478	
4	53,560	55,275	57,044	58,868	60,752	62,696	64,703	66,749	
5	59,780	61,695	63,668	65,705	67,809	69,978	72,217	74,499	
6	69,096	71,307	73,590	75,944	78,375	80,883	83,472	86,105	
7	72,213	74,516	76,901	79,362	81,901	84,522	87,227	89,979	

**APPENDIX A
WILTON TOWN HALL EMPLOYEES
WAGE RATES EFFECTIVE 7/01/18
FOR EMPLOYEES HIRED AFTER EXECUTION OF 2006-2010 AGREEMENT
2.25%**

30 HOURS	FY 2019							
Range	1	2	3	4	5	6	7	8
1	33,797	34,878	35,994	37,145	38,335	39,563	40,827	42,122
2	35,674	36,816	37,993	39,209	40,464	41,759	43,094	44,453
3	37,836	39,047	40,297	41,585	42,916	44,289	45,706	47,147
4	41,076	42,390	43,746	45,146	46,590	48,081	49,621	51,187
5	45,845	47,311	48,824	50,387	52,000	53,665	55,382	57,130
6	52,985	54,681	56,431	58,238	60,101	62,023	64,006	66,032
7	55,375	57,145	58,975	60,861	62,808	64,819	66,894	69,002
35 HOURS	FY 2019							
Range	1	2	3	4	5	6	7	8
1	39,428	40,688	41,990	43,335	44,722	46,153	47,628	49,143
2	41,618	42,949	44,323	45,743	47,207	48,717	50,275	51,861
3	45,465	46,922	48,422	49,971	51,571	53,221	54,924	56,660
4	47,920	49,453	51,037	52,669	54,354	56,094	57,889	59,718
5	53,487	55,197	56,963	58,786	60,667	62,609	64,612	66,655
6	61,817	63,796	65,838	67,944	70,119	72,362	74,677	77,037
7	64,606	66,672	68,805	71,008	73,278	75,624	78,044	80,501
40 HOURS	FY 2019							
Range	1	2	3	4	5	6	7	8
1	45,064	46,506	47,994	49,530	51,116	52,752	54,438	56,161
2	47,564	49,085	50,655	52,278	53,951	55,677	57,458	59,272
3	50,448	52,064	53,729	55,448	57,223	59,053	60,944	62,861
4	54,765	56,519	58,327	60,193	62,119	64,107	66,159	68,251
5	61,125	63,083	65,101	67,183	69,335	71,553	73,842	76,175
6	70,651	72,911	75,246	77,653	80,138	82,703	85,350	88,042
7	73,838	76,193	78,631	81,148	83,744	86,424	89,190	92,004

APPENDIX A
WILTON TOWN HALL EMPLOYEES
WAGE RATES EFFECTIVE 7/01/19
FOR EMPLOYEES HIRED AFTER EXECUTION OF 2006-2010 AGREEMENT
2.25%

30 HOURS	FY 2020							
Range	1	2	3	4	5	6	7	8
1	34,557	35,663	36,804	37,981	39,198	40,453	41,746	43,070
2	36,477	37,644	38,848	40,091	41,374	42,699	44,064	45,453
3	38,687	39,926	41,204	42,521	43,882	45,286	46,734	48,208
4	42,000	43,344	44,730	46,162	47,638	49,163	50,737	52,339
5	46,877	48,375	49,923	51,521	53,170	54,872	56,628	58,415
6	54,177	55,911	57,701	59,548	61,453	63,419	65,446	67,518
7	56,621	58,431	60,302	62,230	64,221	66,277	68,399	70,555
35 HOURS	FY 2020							
Range	1	2	3	4	5	6	7	8
1	40,315	41,603	42,935	44,310	45,728	47,191	48,700	50,249
2	42,554	43,915	45,320	46,772	48,269	49,813	51,406	53,028
3	46,488	47,978	49,511	51,095	52,731	54,418	56,160	57,935
4	48,998	50,566	52,185	53,854	55,577	57,356	59,192	61,062
5	54,690	56,439	58,245	60,109	62,032	64,018	66,066	68,155
6	63,208	65,231	67,319	69,473	71,697	73,990	76,357	78,770
7	66,060	68,172	70,353	72,606	74,927	77,326	79,800	82,312
40 HOURS	FY 2020							
Range	1	2	3	4	5	6	7	8
1	46,078	47,552	49,074	50,644	52,266	53,939	55,663	57,425
2	48,634	50,189	51,795	53,454	55,165	56,930	58,751	60,606
3	51,583	53,235	54,938	56,696	58,511	60,382	62,315	64,275
4	55,997	57,791	59,639	61,547	63,517	65,549	67,648	69,787
5	62,500	64,502	66,566	68,695	70,895	73,163	75,503	77,889
6	72,241	74,551	76,939	79,400	81,941	84,564	87,270	90,023
7	75,499	77,907	80,400	82,974	85,628	88,369	91,197	94,074

APPENDIX A
WILTON TOWN HALL EMPLOYEES
RULES GOVERNING APPLICATION OF WAGE SCHEDULES

- (1) To determine any hourly rate, divide any annual wage shown on the wage schedules by 365 and multiply the result by 1.4 (the result is the DAILY RATE). Divide the DAILY RATE by the number of hours worked each day (as set forth in Section 4.0) to determine the HOURLY RATE. The Apparatus Supervisor works eight (8) hours per day for the purposes of this calculation.
- (2) Effective January 1, 1994 and each year thereafter, an employee will automatically move one step each January 1st until the employee has attained the maximum step in his/her grade.
- (3) A promoted employee will be placed in the step in the new grade which is closest to but not less than five percent (5%) greater than the employee's current rate of pay.
- (4) An employee who is hired after the effective date of this Agreement may be placed at any step up to Step 4 of the appropriate grade to reflect prior experience, certification or licensure.
- (5) If an employee bids for a vacancy in a position in a lower grade than the one he/she currently occupies, he/she will be placed in a step in the lower grade which is closest to, but not higher than, the current rate of pay.
- (6) All members shall receive their pay via direct deposit effective as reasonably practicable following the execution of this 2012-2016 collective bargaining agreement.

APPENDIX B

MEDICAL AND LIFE INSURANCE BENEFITS

The following is a brief description of the medical and life insurance benefits provided by the Town. Before using the insurance, please consult the insurance plan booklet. The current insurance is provided by Anthem Blue Cross and Blue Shield of Connecticut, Group Policy No. 005024-016, the current long term disability insurance is provided by Standard Insurance Company, Group Policy No. 128048, the current dental insurance is provided by Delta Dental, Group Policy No. 04169, and life and accidental death and dismemberment insurance is provided by Anthem Life, Group Policy No. AL00003570.

Medical

Medical benefits as set forth in the attached Appendix D, Anthem Blue Cross and Blue Shield of Connecticut benefits tables.

Life Insurance

Amount: One (1) times employee's salary rounded to the nearest \$1,000.

AD&D

Amount: \$15,000 for accidental death, dismemberment and loss of sight (reduced by 50% at age 70).

LTD

Amount: 50% of the first \$3,000 of your Predisability Earnings, reduced by Deductible Income with a maximum benefit of \$1,500 before reduction by Deductible Income and a minimum benefit of \$100. Eligibility Waiting Period: You are eligible on the first day of the calendar month following 6 consecutive months as a Member. Benefit Waiting Period: 180 days. Maximum Benefit Period: Varies depending upon age when Disability begins.

Dental Care

Preventive, diagnostic, and therapeutic and general services, 80% of usual, customary, and reasonable fee; Major services (e.g., restorative work, crown, dentures), 50% of cost paid; Orthodontics, 50% of covered services (dependent children only \$1,000 lifetime maximum per child). Maximum yearly benefit for non-orthodontics dental care, \$1,500; deductible, \$50 per individual, \$150 family maximum.

APPENDIX C

MEMORANDUM OF AGREEMENT

WHEREAS the Town of Wilton (the "Town") has notified Wilton Town Hall Employees Union Local 1303-160 of Connecticut Council #4, AFSCME, AFL-CIO (the "Union") of its intention, pursuant to Article 9, Section 9.0(a) of the collective bargaining agreement between the parties, to self insure its medical and prescription drug benefits plan effective July 1, 2011; and

WHEREAS the Town and the Union have met and discussed the Town's intention to self insure the medical and prescription drug benefits plan and the Union has agreed that if the issue concerning future incorporation of federal and/or state mandates can be resolved, then it will not object to or otherwise contest the Town's decision to self insure its medical and prescription drug benefits plan; and

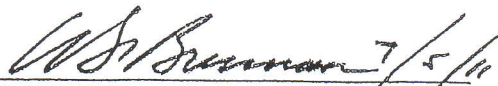
WHEREAS the Town and the Union have now agreed, as set forth below, to the manner in which the Town will address future federal and/or state mandates regarding the Town's medical and prescription drug benefits plan once the Town has converted to a self-insured medical and prescription drug benefits plan;

NOW THEREFORE, the parties agree as follows:

1. If, in the future, a federal or state mandate is passed that the Town would otherwise have been legally required to adopt had the medical and prescription drug benefits plan remained fully insured, the Town will call such fact to the Union's attention, and the parties will meet to discuss the mandate and attempt to reach consensus as to whether it should be adopted by the Town.
2. If the parties agree to adopt the mandate, it will be so adopted; if the parties agree not to adopt the mandate, it will not be adopted; if the Town wants to adopt it, but the Union does not, the mandate will be adopted; if the Town does not want to adopt it, but the Union does, the mandate will be adopted.
3. Additionally, the Town represents that in its conversion from a fully-insured to a self-insured medical and prescription drug benefits plan, state and or federal mandates currently in effect with the fully-insured plan will be carried over to the self-insured plan.

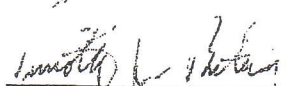
FOR THE TOWN OF WILTON

FOR WILTON TOWN HALL
EMPLOYEES UNION, LOCAL 1303-160
OF CONNECTICUT COUNCIL #4,
AFSCME, AFL-CIO



William F. Brennan
First Selectman

Date



Timothy J. Bunting
Chapter Chairperson

Date

MEMORANDUM OF UNDERSTANDING BETWEEN
THE TOWN OF WILTON AND
LOCAL 1303-160 OF CT COUNCIL #4, AFSCME
REGARDING THE HEALTH INSURANCE
DEPENDENT ELIGIBILITY AFFIDAVIT
ISSUED BY THE TOWN ON AUGUST 18, 2011

WHEREAS the Town of Wilton (the "Town") converted its fully-insured medical and prescription drug benefits plan (the "Plan") to a self-insured plan effective July 1, 2011, and

WHEREAS in the course of the conversion process the Town issued an Affidavit of Dependent Eligibility, in which the Town required all employees with dependents enrolled in the Town's Plan to certify to the Plan participation eligibility of said dependents, and

WHEREAS Local 1303-160 (the "Union") has raised objections to the provision for discipline and the ten (10) day notice of change in dependent eligibility to the Town requirement contained in the Affidavit of Dependent Eligibility, and

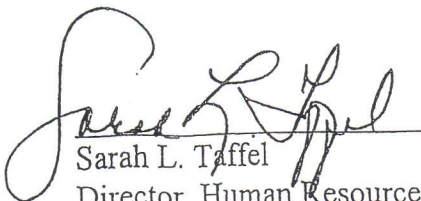
WHEREAS the Town and the Union wish to reach an amicable resolution to the objections raised by the Union,

NOW THEREFORE, the parties agree to the following resolution:

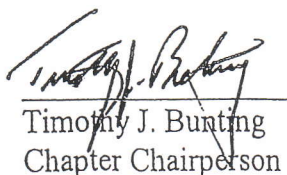
1. The Town and the Union agree that by executing the Affidavit that contains a discipline provision, the employee is not waiving any rights to the protections provided by the collective bargaining agreement between the Town and the Union, specifically Article X, Disciplinary Procedure.
2. The Town understands that there may be extenuating circumstances that might make the ten (10) day notification of a change in dependent eligibility to the Town impossible. Therefore, for purposes of possible disciplinary action for failure to provide proper notification of a change in dependent eligibility to the Town, when there are extenuating circumstances, said notification must take place within thirty (30) days of the employee learning of the change in dependent eligibility.
3. It is mutually agreed that this Memorandum of Understanding is without precedent and will not be cited as precedent, policy, or practice in any future negotiations or proceedings between the parties, their representatives, or their members.

FOR THE TOWN OF WILTON

FOR LOCAL 1303-160 OF
CONNECTICUT COUNCIL #4,
AFSCME, AFL-CIO


Sarah L. Taffel
Director, Human Resources,
Labor Relations, and Administrative
Services

Date


Timothy J. Bunting
Chapter Chairperson

Date

APPENDIX D

CENTURY PREFERRED \$25/\$250/\$150/\$250
TOWN OF WILTON 005024-100-112-114-115-116-118-119-120

Century Preferred is a preferred provider organization (PPO) plan.

COST SHARE PROVISIONS	In-Network Member pays:	Out-of-Network Member pays:
Office Visit (OV) Copayment	\$25 per visit	Deductible & Coinsurance
Specialist Visit (SV) Copayment	\$25 per visit	Deductible & Coinsurance
Hospital (HSP) Copayment	\$250	Deductible & Coinsurance
Urgent Care (UR) Copayment	\$75	Not Covered
Emergency Room (ER) Copayment – <i>waived if admitted</i>	\$150	\$150
Outpatient Surgery (OS) Copayment	\$250	Deductible & Coinsurance
Annual Deductible (<i>individual/2-member family/3+ member family</i>)	Not Applicable	\$200/\$400/\$400
Coinsurance		20% after deductible up to
Cost Share Maximum (<i>individual/2-member family/3+ member family</i>)	\$6,850/\$13,700	\$1000/\$2000/\$2000
Lifetime Maximum	Unlimited	Unlimited

PREVENTIVE CARE - Included are the preventive care services that meet the requirements of federal and state law, including certain screenings, immunizations and physician visits

Well child care	No Charge	Deductible & Coinsurance
Periodic, routine health examinations	No Charge	
Routine OB/GYN visits	No Charge	
Mammography	No Charge	
Hearing screening	No Charge	

MEDICAL CARE

MEDICAL CARE		
Office visits	OV Copayment	Deductible & Coinsurance
Outpatient mental health & substance abuse	OV Copayment	
OB/GYN care	OV Copayment	
Surgical fees of a Physician or Surgeon	No Copayment	
Maternity care – <i>initial visit subject to copayment, no charge thereafter</i>	OV Copayment	
Diagnostic lab <ul style="list-style-type: none">- In an outpatient hospital setting- In an office or reference laboratory	No Copayment No Charge	
Diagnostic x-ray	No Copayment	
High-cost outpatient diagnostic	No Charge	
Allergy services		
<i>Office visits</i>	OV Copayment	
<i>Testing</i>	No Copayment	
<i>Injections—Unlimited</i>	No Copayment	

HOSPITAL CARE – Prior authorization required

Semi-private room (<i>General/Medical/Surgical/Maternity</i>)	HSP Copayment	Deductible & Coinsurance
Inpatient mental health & substance abuse	HSP Copayment	
Skilled nursing facility – <i>up to 120 days per calendar year</i>	HSP Copayment	
Rehabilitative services – <i>up to 60 days per person per calendar year</i>	No Charge	
Outpatient surgery – <i>in a hospital or surgi-center</i>	OS Copayment	

EMERGENCY CARE	In-Network Member pays:	Out-of-Network Member pays:
Walk-in centers	OV Copayment	Deductible & Coinsurance
Urgent care – <i>at participating centers only</i>	UR Copayment	Not Covered
Emergency care – <i>copayment waived if admitted</i>	ER Copayment	ER Copayment
Ambulance	No Charge	No Charge

OTHER HEALTH CARE		
Outpatient rehabilitative services – 100 combined visit maximum for PT, OT, ST and Chiropractic. Cardiac Rehab 36 visits per member per condition	No Copayment	Deductible & Coinsurance
Durable medical equipment / Prosthetic devices Unlimited maximum per calendar year	No Copayment	
Diabetic supplies and equipment Ostomy supplies - Unlimited	No Charge	
Infertility services Some restrictions may apply	Applicable Copayment	
Home health care 200 visits per member per calendar year 80 Home Health Aide visits per member per calendar year	No Copayment	\$50 Deductible & 20% Coinsurance
Dental Services: Impacted tooth, root canal and excision of a tooth root	No Copayment	Deductible & Coinsurance

PREVENTIVE CARE SCHEDULES

Mammography

- ◆ 1 baseline screening, ages 35 – 39
- ◆ 1 screening per year, ages 40+
- ◆ Additional exams when medically necessary

Vision Exams: 1 exam every calendar year

Hearing Exams: 1 exam every 2 calendar years

Notes To Benefit Descriptions

- ◆ In situations where the member is responsible for obtaining the necessary prior authorization and fails to do so, benefits may be reduced or denied.
- ◆ Inpatient Hospital Per Admission Copay is waived if readmitted within 30 days for same diagnosis.
- ◆ Members must utilize participating Blue Quality Centers for Transplant hospitals to receive benefits for Human Organ & Tissue Transplant services. This network of the finest medical transplant programs in the nation is available to members who are candidates for an organ or bone marrow transplant. A nurse consultant trained in case management is dedicated to managing members who require organ and/or tissue transplants.
- ◆ For services rendered by out-of-network providers, members are responsible for paying any charges in excess of the Maximum Allowable Amount. Please reference your Subscriber Agreement/Certificate of Coverage for additional details.

Please refer to the *SpecialOffers@Anthem* brochure in your enrollment kit for information on the discounts we offer on health-related products and services.

This does not constitute your health plan or insurance policy. It is only a general description of the plan. The following are examples of services NOT covered by your Century Preferred Plan. Please refer to your Subscriber Agreement/Certificate of Coverage/Summary Booklet for more details: Cosmetic surgeries and services; custodial care; genetic testing; hearing aids; refractive eye surgery; services and supplies related to, surgical and non-surgical services related to TMJ syndrome; travel expenses; vision therapy; services rendered prior to your contract effective date or rendered after your contract termination date; and workers' compensation.

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

A product of Anthem Blue Cross and Blue Shield serving residents and businesses in the State of Connecticut.

NGF

Effective 7-1-2017

CENTURY PREFERRED

Benefits at a Glance for

Town of Wilton 005024-100-112-114-115-116-118-119-120

\$5 COPAYMENT GENERIC DRUGS

\$25 COPAYMENT LISTED BRAND-NAME DRUGS

\$40 COPAYMENT NON-LISTED BRAND-NAME DRUGS

Unlimited Annual Maximum

How To Use 3-Tier Managed Rx

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

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

Copayments and Day Supplies

- You will be responsible for **one** copayment when purchasing a **30-day supply** of prescription drugs from a retail pharmacy. You will be responsible for **two** copayments when purchasing more than a **30-day supply** at retail.
- You will be responsible for **two** copayments purchasing a **100-day supply** of maintenance drugs through the voluntary mail-service program (see chart for details).

Generic Drugs Have the Lowest Copayment

		<i>Your copayment:</i>
Tier 1: Generic drugs	The term “generic” refers to a prescription drug that is not protected by a trademark. It is required to meet the same bioequivalency test as the original brand-name drug. Tier 1 copayment applies.	\$5
Tier 2: Listed brand-name drugs	The term “listed brand-name” refers to a brand-name prescription drug that is on Anthem Blue Cross and Blue Shield’s list of preferred prescription drugs. Tier 2 copayment applies.	\$25
Tier 3: Non-listed brand-name drugs	The term “non-listed brand-name” refers to a brand-name prescription drug that is not on Anthem Blue Cross and Blue Shield’s list of preferred prescription drugs. Tier 3 copayment applies.	\$40
Retail Maintenance/Mail Service	Two copayments per 100 day supply	\$10GE/\$50 LB/\$80 NLB
Annual Maximum	Per member per calendar year	Unlimited

Generic Substitution

Prescriptions will be filled with the generic equivalent when there is one available member may request brand at no additional charge.

Voluntary Mail-Service Program

Express Scripts, our voluntary mail-service drug program, can save you time and expense if you regularly take one or more types of maintenance drugs. You can order up to a **100-day supply** of these medications and have them delivered directly to your home.

Two copayments will apply as follows: 100-day supply per prescription.

National Pharmacy Network

Members also have access to a network of more than 65,000 retail pharmacies throughout the country. Members may call 1-800-962-8192, or go to www.express-scripts.com to locate a participating pharmacy when traveling outside the state.

Non-Participating Pharmacies

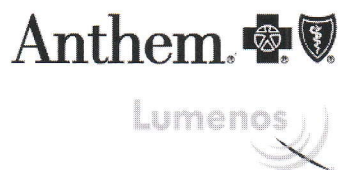
Members who fill prescriptions at a non-participating pharmacy are responsible for payment at the time the prescription is filled. Members must submit claims to Anthem Blue Cross and Blue Shield for reimbursement, and payment will be sent to the member. Members who use non-participating pharmacies will pay 20% of the in-network allowance, plus the difference between Anthem Blue Cross and Blue Shield's payment and the pharmacist's actual charge.

Limits and Exclusions

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

Benefits for prescription birth control and Sexual Dysfunction medications are optional for groups such as yours. Check with your benefits administrator to find out whether or not you have such benefits.

This is not a legal contract. It is only a general description of the Managed Rx, 3 Tier version. Please consult the Evidence of Coverage or prescription drug rider for a complete description of benefits and exclusions applicable to your coverage.



Lumenos HSA Plan Summary

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

Your Lumenos HSA Plan

First – Use your HSA to pay for covered services:

Health Savings Account

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

Contributions to Your HSA

For 2017, contributions can be made to your HSA up to the following:

\$3,400 individual coverage

\$6,750 family coverage

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

Earn More Money for Your Account

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

Earn Rewards

If you do this:

- Future Moms for participation and completion
- Healthy Lifestyles online participation
- ConditionCare participation and completion.

You can earn:

Up to \$200

Up to \$150

Up to \$300

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

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

Plus – To help you stay healthy, use:

Preventive Care

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

Preventive Care

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

Then –

Your Bridge Responsibility

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

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

Health Account + Bridge = Deductible

Bridge

Your Bridge responsibility will vary.

Annual Deductible Responsibility

In Network and Out of Network Providers

\$2,000 individual coverage

\$4,000 family coverage

If Needed –

Traditional Health Coverage

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

Traditional Health Coverage

After your bridge, the plan pays:

100% for in-network providers

80% for out-of-network providers

Additional Protection

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

Annual Out-of-Pocket Maximum

In-Network and Out-of-Network Providers

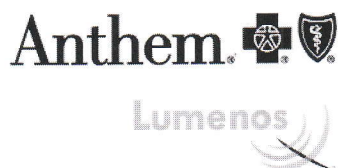
\$ 2,000 individual coverage \$ 4,000 individual coverage

\$ 4,000 family coverage \$ 8,000 family coverage

Your annual out-of-pocket maximum consists of funds you spend from your HSA, your Bridge responsibility and your coinsurance amounts.

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

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Lumenos HSA Plan Summary

Healthy Rewards Program

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

Future Moms: Individualized obstetric support for expectant high-risk and non-high-risk mothers. Members can earn up to a \$200 Future Mom's incentive. This includes three milestones: \$100 initial enrollment, \$50 interim, and \$50 postpartum; timing and rules apply.

Healthy Lifestyles Online: Each adult family member can earn up to \$150 each year. Members earn a \$50 incentive at each 3,000, 5,000 and 10,000 point milestone. Your employees can quickly achieve their first milestone of 3,000 points by completing the Well-Being Assessment and setting up their Well-Being Plan.

Enroll in ConditionCare: (Incentive \$100) Disease management for prevalent, high-cost conditions (asthma, diabetes, chronic obstructive pulmonary disease, coronary artery disease and heart failure). Each family member can get one incentive per year. In the first year and later years, members must stay qualified to enroll and earn incentives. Members who have more than one health problem will enroll in one combined program — not separate ones for each condition.

Graduate from ConditionCare: (Incentive \$200) There's no limit to the number of family members that can graduate and earn the incentive. Each family member can earn one credit per year. In the first year and later years, members must stay qualified to enroll, graduate and earn incentives. Members who have more than one health problem will graduate from one combined program — not separate ones for each condition.

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

Summary of Covered Services

Preventive Care

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

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

The following is a list of covered preventive care services:

Well Baby and Well Child Preventive Care

Office Visits through age 18; including preventive vision exams.

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

Immunizations:

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

Adult Preventive Care

Office Visits after age 18; including preventive vision exams.

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

Immunizations:

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

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



Lumenos HSA Plan Summary

Summary of Covered Services (Continued)

Medical Care

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

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

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

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

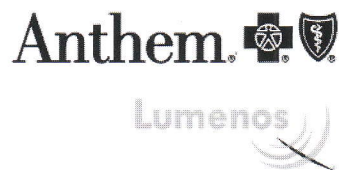
- Skilled nursing facility services limited to 120 days per calendar year.
- Home health care services are limited to 200 visits per calendar year.
- Inpatient rehabilitative services limited to 100 days per member per calendar year.
- Physical, speech and occupational therapy and chiropractic services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

* For a complete list of exclusions and limitations, please reference your Certificate of Coverage.

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

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

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Lumenos HSA Plan Summary

This summary is a brief outline of the benefits and coverage provided under the Lumenos plan. It is not intended to be a complete list of the benefits of the plan. This summary is for a full year in the Lumenos plan. If you join the plan mid-year or have a qualified change of status, your actual benefit levels may vary.

Additional limitations and exclusions may apply.



In Connecticut, Anthem Blue Cross and Blue Shield is the trade name of Anthem Health Plans, Inc. In New Hampshire Anthem Blue Cross and Blue Shield is the trade name of Anthem Health Plans of New Hampshire, Inc. In Maine, Anthem Blue Cross and Blue Shield is the trade name of Anthem Health Plans of Maine, Inc., Independent licensees of the Blue Cross and Blue Shield Association. ® Registered marks Blue Cross and Blue Shield Association. ® LUMENOS is a registered trademark.

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



Lumenos HRA Plan Summary

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

Your Lumenos HRA Plan

First - Use your HRA to pay for covered services:

Health Reimbursement Account

With the Lumenos Health Reimbursement Account (HRA), you receive an annual allocation from your employer in your HRA. Money in your HRA is used to help meet your annual deductible responsibility.

HRA Allocation from your employer

\$ 1,200 individual coverage

\$ 2,400 family coverage

Unused dollars roll over year to year.

Plus - To help you stay healthy, use:

Preventive Care

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

Preventive Care

No deductions from the HRA or out-of-pocket costs for you as long as you receive your preventive care from an in-network provider. If you choose to go to an out-of-network provider your deductible or traditional health coverage benefits will apply.

Then -

Your Bridge

After you use all of the money in your HRA, you then pay a Bridge amount out of your pocket until you meet your annual deductible responsibility. Your HRA dollars plus your Bridge amount add up to your annual deductible responsibility.

Health Account + Bridge = Deductible

Bridge

Your bridge responsibility will vary

Annual Deductible Responsibility

\$2,000 individual coverage

\$4,000 family coverage

If Needed -

Traditional Health Coverage

Your Traditional Health Coverage begins after you have paid your Bridge amount.

Traditional Health Coverage

After your bridge, the plan pays:

100% for in-network providers

80% for out-of-network providers

Additional Protection

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

Annual Out-of-Pocket Maximum

In-Network Providers

\$ 2,000 individual coverage

\$ 4,000 family coverage

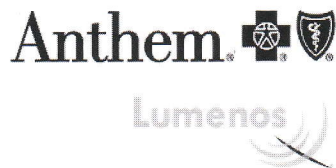
Out-of-Network Providers

\$ 4,000 individual coverage

\$ 8,000 family coverage

Your annual out-of-pocket maximum consists of funds you spend from your HRA, your Bridge responsibility and your cost share amounts.

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



Lumenos HRA Plan Summary

Healthy Rewards Program

You will have access to our award-winning online health site and the following programs to help you reach your health potential:

Future Moms: Individualized obstetric support for expectant high-risk and non-high-risk mothers.

Healthy Lifestyles Online: All covered adults age 18 and over can join the program, complete the Well-Being Assessment and set up a Well-Being Plan.

Enroll in ConditionCare: Disease management for prevalent, high-cost conditions (asthma, diabetes, chronic obstructive pulmonary disease, coronary artery disease and heart failure) Members who have more than one health problem will enroll in one combined program — not separate ones for each condition.

Graduate from ConditionCare: - There's no limit to the number of family members that can graduate from the program.. Members who have more than one health problem will graduate from one combined program — not separate ones for each condition.

Summary of Covered Services

Preventive Care

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

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

The following is a list of covered preventive care services:

Well Baby and Well Child Preventive Care

Office Visits through age 18; including preventive vision exams.

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

Immunizations:

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

Adult Preventive Care

Office Visits after age 18; including preventive vision exams.

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

Immunizations:

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

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



Lumenos HRA Plan Summary

Summary of Covered Services (Continued)

Medical Care

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

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

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

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

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

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

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

Wilton



Lumenos HRA Plan Summary

This summary is a brief outline of the benefits and coverage provided under the Lumenos plan. It is not intended to be a complete list of the benefits of the plan. This summary is for a full year in the Lumenos plan. If you join the plan mid-year or have a qualified change of status, your actual benefit levels may vary.

Additional limitations and exclusions may apply.



In Connecticut, Anthem Blue Cross and Blue Shield is the trade name of Anthem Health Plans, Inc. In New Hampshire Anthem Blue Cross and Blue Shield is the trade name of Anthem Health Plans of New Hampshire, Inc. In Maine, Anthem Blue Cross and Blue Shield is the trade name of Anthem Health Plans of Maine, Inc., Independent licensees of the Blue Cross and Blue Shield Association. ® Registered marks Blue Cross and Blue Shield Association. ® LUMENOS is a registered trademark.

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

Get help in your language

Curious to know what all this says? We would be too. Here's the English version:

If you have any questions about this document, you have the right to get help and information in your language at no cost. To talk to an interpreter, call (855) 333-5735.

Separate from our language assistance program, we make documents available in alternate formats for members with visual impairments. If you need a copy of this document in an alternate format, please call the customer service telephone number on the back of your ID card.

(TTY/TDD: 711)

(Arabic) (العربية): إذا كان لديك أي استفسارات بشأن هذا المستند، فيحق لك الحصول على المساعدة والمعلومات بلغتك دون مقابل. للتحدث إلى مترجم، اتصل على (855) 333-5735

Armenian (հայերեն). Եթե այս փաստաթղթի հետ կապված հարցեր ունեք, դուք իրավունք ունեք անվճար ստանալ օգնություն և տեղեկատվություն ձեր լեզվով: Թարգմանչի հետ խոսելու համար զանգահարեք հետևյալ հեռախոսահամարով՝ (855) 333-5735

Chinese

(中文): 如果您對本文件有任何疑問，您有權使用您的語言免費獲得協助和資訊。如需與譯員通話，請致電 (855) 333-5735

(Farsi) (فارسی): در صورتی که سؤالی پیرامون این سند دارید، این حق را دارید که اطلاعات و کمک را بدون هیچ هزینه ای به زبان مادریتان دریافت کنید. برای گفتگو با یک مترجم شفاهی، با شماره (855) 333-5735 تماس بگیرید.

French (Français): Si vous avez des questions sur ce document, vous avez la possibilité d'accéder gratuitement à ces informations et à une aide dans votre langue. Pour parler à un interprète, appelez le (855) 333-5735.

Haitian Creole (Kreyòl Ayisyen): Si ou gen nenpòt kesyon sou dokiman sa a, ou gen dwa pou jwenn èd ak enfòmasyon nan lang ou gratis. Pou pale ak yon entèprèt, rele (855) 333-5735.

Italian (Italiano): In caso di eventuali domande sul presente documento, ha il diritto di ricevere assistenza e informazioni nella sua lingua senza alcun costo aggiuntivo. Per parlare con un interprete, chiami il numero (855) 333-5735

(Japanese) (日本語):

この文書についてなにかご不明な点があれば、あなたにはあなたの言語で無料で支援を受け情報を得る権利があります。通訳と話すには、(855) 333-5735 にお電話ください。

Korean (한국어): 본 문서에 대해 어떠한 문의사항이라도 있을 경우, 귀하에게는 귀하가 사용하는 언어로 무료 도움 및 정보를 얻을 권리가 있습니다. 통역사와 이야기하려면 (855) 333-5735 로 문의하십시오.

(Navajo) (Din4): D77 naaltsoos bik1'7g77 [ahgo b7na'7d7[kidgo n1 boh0n4edz3 d00 bee ah00t'i' t'11 ni nizaad k'ehj7 bee ni[hodoonih t'1ladoo b33h 717n7g00. Ata' halne'7g77 [a' bich'8' hadeesdzih n7n7zingo koj8' hod77lnih (855) 333-5735.

Polish (polski): W przypadku jakichkolwiek pytań związanych z niniejszym dokumentem masz prawo do bezpłatnego uzyskania pomocy oraz informacji w swoim języku. Aby porozmawiać z tłumaczem, zadzwoń pod numer (855) 333-5735.

(Punjabi) (ਪੰਜਾਬੀ): ਜੇ ਤੁਹਾਡੇ ਇਸ ਦਸਤਾਵੇਜ਼ ਬਾਰੇ ਕੋਈ ਸਵਾਲ ਹਨ ਤਾਂ ਤੁਹਾਡੇ ਕੋਲ ਮੁਫਤ ਵਿੱਚ ਆਪਣੀ ਭਾਸ਼ਾ ਵਿੱਚ ਮਦਦ ਅਤੇ ਜਾਣਕਾਰੀ ਪ੍ਰਾਪਤ ਕਰਨ ਦਾ ਅਧਿਕਾਰ ਹੈ। ਇੱਕ ਦੁਬਾਸ਼ੀਏ ਨਾਲ ਗੱਲ ਕਰਨ ਲਈ, (855) 333-5735 ਤੇ ਕਾਲ ਕਰੋ।

(Russian) (Русский): если у вас есть какие-либо вопросы в отношении данного документа, вы имеете право на бесплатное получение помощи и информации на вашем языке. Чтобы связаться с устным переводчиком, позвоните по тел. (855) 333-5735.

Spanish (Español): Si tiene preguntas acerca de este documento, tiene derecho a recibir ayuda e información en su idioma, sin costos. Para hablar con un intérprete, llame al (855) 333-5735.

Tagalog (Tagalog): Kung mayroon kang anumang katanungan tungkol sa dokumentong ito, may karapatan kang humingi ng tulong at impormasyon sa iyong wika nang walang bayad. Makipag-usap sa isang tagapagpaliwanag, tawagan ang (855) 333-5735.

Vietnamese (Tiếng Việt): Nếu quý vị có bất kỳ thắc mắc nào về tài liệu này, quý vị có quyền nhận sự trợ giúp và thông tin bằng ngôn ngữ của quý vị hoàn toàn miễn phí. Để trao đổi với một thông dịch viên, hãy gọi (855) 333-5735.

It's important we treat you fairly

That's why we follow federal civil rights laws in our health programs and activities. We don't discriminate, exclude people, or treat them differently on the basis of race, color, national origin, sex, age or disability. For people with disabilities, we offer free aids and services. For people whose primary language isn't English, we offer free language assistance services through interpreters and other written languages. Interested in these services? Call the Member Services number on your ID card for help (TTY/TDD: 711). If you think we failed to offer these services or discriminated based on race, color, national origin, age, disability, or sex, you can file a complaint, also known as a grievance. You can file a complaint with our Compliance Coordinator in writing to Compliance Coordinator, P.O. Box 27401, Mail Drop VA2002-N160, Richmond, VA 23279. Or you can file a complaint with the U.S. Department of Health and Human Services, Office for Civil Rights at 200 Independence Avenue, SW; Room 509F, HHH Building; Washington, D.C. 20201 or by calling 1-800-368-1019 (TDD: 1-800-537-7697) or online at <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>. Complaint forms are available at <http://www.hhs.gov/ocr/office/file/index.html>.

WELCOME TO BLUE VIEW VISION!

Good news—your vision plan is flexible and easy to use. This benefit summary outlines the basic components of your plan, including quick answers about what's covered, your discounts, and much more!



Blue View VisionSM A20.20 130.130

Your Blue View Vision network

Anthem Blue Cross and Blue Shield vision members have access to one of the nation's largest vision networks. Blue View Vision is the only vision plan that gives members the ability to use their in-network benefits at 1-800 CONTACTS, or choose a private practice eye doctor, or go in store to LensCrafters®, Sears OpticalSM, Target Optical®, JCPenney® Optical and most Pearle Vision® locations.

Out-of-network: If you choose to, you may receive covered benefits outside of the Blue View Vision network. Just pay in full at the time of service, obtain an itemized receipt, and file a claim for reimbursement of your out-of-network allowance. In-network benefits and discounts will not apply.

YOUR BLUE VIEW VISION PLAN AT-A-GLANCE

VISION PLAN BENEFITS

Routine eye exam once every calendar year

Eyeglass frames

Once every calendar year you may select an eyeglass frame and receive an allowance toward the purchase price

Eyeglass lenses (Standard)

Once every calendar year you may receive any one of the following lens options:

- Standard plastic single vision lenses (1 pair)
- Standard plastic bifocal lenses (1 pair)
- Standard plastic trifocal lenses (1 pair)

Eyeglass lens enhancements

When obtaining covered eyewear from a Blue View Vision provider, you may choose to add any of the following lens enhancements at no extra cost.

- **Transitions** Lenses (for a child under age 19)
- Standard Polycarbonate (for a child under age 19)
- Factory Scratch Coating

Contact lenses – once every calendar year

Prefer contact lenses over glasses? You may choose contact lenses instead of eyeglass lenses and receive an allowance toward the cost of a supply of contact lenses.

- Elective Conventional Lenses; or
- Elective Disposable Lenses; or
- Non-Elective Contact Lenses

Contact lens allowance will only be applied toward the first purchase of contacts made during a benefit period. Any unused amount remaining cannot be used for subsequent purchases in the same benefit period, nor can any unused amount be carried over to the following benefit period.

BLUE VIEW VISION MEMBER EXCLUSIVE!

You may use your in-network benefit to order your contact lenses from **1800CONTACTS**. 1-800 CONTACTS offers a huge in-stock inventory, unbeatable prices, outstanding customer service and free shipping. Just call 1-800 CONTACTS or go to 1800contacts.com for fast and easy ordering of your contact lenses.

EXCLUSIONS & LIMITATIONS (not a comprehensive list)

Combined Offers. Not to be combined with any offer, coupon, or in-store advertisement.

Excess Amounts. Amounts in excess of covered vision expense.

Sunglasses. Sunglasses and accompanying frames.

Safety Glasses. Safety glasses and accompanying frames.

Not Specifically Listed. Services not specifically listed in this plan as covered services.

Lost or Broken Lenses or Frames. Any lost or broken lenses or frames are not eligible for replacement unless the insured person has reached his or her normal service interval as indicated in the plan design.

Non-Prescription Lenses. Any non-prescription lenses, eyeglasses or contacts. Plano lenses or lenses that have no refractive power.

Orthoptics. Orthoptics or vision training and any associated supplemental testing.

OPTIONAL SAVINGS AVAILABLE FROM IN-NETWORK PROVIDERS ONLY

In-network Member Cost
(after any applicable copay)

Retinal Imaging - at member's option can be performed at time of eye exam

Not more than \$39

Eyeglass lens upgrades

When obtaining eyewear from a Blue View Vision provider, you may choose to upgrade your new eyeglass lenses at a discounted cost. Eyeglass lens copayment applies.

• Transitions® Lenses (Adults)	\$75
• Standard Polycarbonate (Adults)	\$40
• Tint (Solid and Gradient)	\$15
• UV Coating	\$15
• Progressive Lenses ¹	
• Standard	\$65
• Premium Tier 1	\$85
• Premium Tier 2	\$95
• Premium Tier 3	\$110
• Anti-Reflective Coating ²	
• Standard	\$45
• Premium Tier 1	\$57
• Premium Tier 2	\$68
• Other Add-ons and Services	20% off retail price

Additional Pairs of Eyeglasses

Anytime from any Blue View Vision network provider

• Complete Pair	40% off retail price
• Eyeglass materials purchased separately	20% off retail price

Eyewear Accessories

• Items such as non-prescription sunglasses, lens cleaning supplies, contact lens solutions, eyeglass cases, etc.	20% off retail price
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Contact lens fit and follow-up

A contact lens fitting and up to two follow-up visits are available to you once a comprehensive eye exam has been completed.

• Standard contact lens fitting ³	Up to \$55
• Premium contact lens fitting ⁴	10% off retail price

Conventional Contact Lenses

• Discount applies to materials only	15% off retail price
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SOME OF THE ADDITIONAL SAVINGS AVAILABLE THROUGH OUR SPECIAL OFFERS PROGRAM

1 800 CONTACTS

After your benefits for the coverage period have been used, you can save on contact lenses with this offer.⁵

• For this and other great offers, login to member services , select discounts, then Vision, Hearing & Dental	Save \$20 on orders of \$100 or more and get free shipping
• For this offer and more like it, login to member services , select discounts, then Vision, Hearing & Dental	Discount per eye

Laser vision correction surgery

LASIK refractive surgery.

¹ Please ask your provider for his/her recommendation as well as the progressive brands by tier.

² Please ask your provider for his/her recommendation as well as the coating brands by tier.

³ A standard contact lens fitting includes spherical clear contact lenses for conventional wear and planned replacement. Examples include but are not limited to disposable and frequent replacement.

⁴ A premium contact lens fitting includes all lens designs, materials and specialty fittings other than standard contact lenses. Examples include but are not limited to toric and multifocal.

⁵ Discount cannot be used in conjunction with your covered benefits.

OUT-OF-NETWORK

If you choose an out-of-network provider, please complete an out-of-network claim form and submit it along with your itemized receipt to the fax number, email address, or mailing address below. When visiting an out-of-network provider, discounts do not apply and you are responsible for payment of services and/or eyewear materials at the time of service.

To Fax: 866-293-7373
To Email: oonclaims@eyewearspecialoffers.com
To Mail: Blue View Vision
Attn: OON Claims
P.O. Box 8504
Mason, OH 45040-7111

Blue View Vision is for routine eye care only. If you need medical treatment for your eyes, visit a participating eye care physician from your medical network. If you have questions about your benefits or need help finding a provider, visit anthem.com or call us at 1-866-723-0515.

This is a primary vision care benefit intended to cover only routine eye examinations and corrective eyewear. Benefits are payable only for expenses incurred while the group and insured person's coverage is in force. This information is intended to be a brief outline of coverage. All terms and conditions of coverage, including benefits and exclusions, are contained in the member's policy, which shall control in the event of a conflict with this overview. Discounts referenced are not covered benefits under this vision plan and therefore are not included in the member's policy. Laws in some states may prohibit network providers from discounting products and services that are not covered benefits under the plan. Frame discounts may not apply to some frames where the manufacturer has imposed a no discount policy on sales at retail and independent provider locations. Discounts are subject to change without notice. This benefit overview is only one piece of your entire enrollment package.



**Town of Wilton
Delta Dental PPOSM plus Premier
Group #4169 (2001 & 2002)
Non-Union & AFSCME UNION
7/1/2017**

	<u>Employer Paid Plan</u>	<u>Buy-Up Plan</u>
Calendar Year Deductible		
• Per Person	\$50	\$50
• Family Aggregate Maximum	\$150	\$150
Preventive & Diagnostic (No Deductible)	80%	100%
• Exams & Cleanings (2 per calendar year per person)		
• Bitewing X-Rays (2 per calendar year per person)		
• Fluoride Treatment (For children to age 19)		
• Sealants (To age 16)		
• Space Maintainers (To age 14)		
Remaining Basic (After Deductible)	80%	100%
• Fillings, Extractions & Root Canals (Endodontics)		
• Periodontal & Oral Surgery		
• Repair of Dentures		
• General Anesthesia		
Crowns & Prosthodontics (After Deductible)	50%	60%
• Crowns, Inlay & Gold Restorations		
• Bridgework, Full & Partial Dentures		
Calendar Year Maximum (Per Person)	\$1,500	\$1,500
Orthodontia (Dependent Children Only)		
• Coinsurance	50%	50%
• Lifetime Maximum	\$1,000	\$1,000

Dependent children are covered to age 26.

Delta Dental has two networks available under this plan. The Delta Dental Premier[®] network is the largest of the Delta Dental networks with over 356,000 participating dentist offices nationally (80%+). Delta Dental PPOSM is a smaller, but more discounted network with over 282,000 participating dentist offices nationwide. Delta Dental PPOSM fees are on average 20% less than Delta Dental Premier[®]. **You may use any fully licensed dentist under this plan**, but it is to your advantage to use a network dentist, especially PPO, since they accept the Delta Dental allowance as their maximum charge and cannot bill Delta Dental patients for amounts above this level.

Participating dentists will be paid directly by Delta Dental for covered services. Non-participating dentists will bill you directly, and Delta Dental will make claim payment directly to you. You will maximize benefits and reduce paperwork by using a Delta Dental participating dentist.

If you do not have a dentist, you may obtain a current listing of participating dentists in any area, by calling 1-800 DELTA OK (1-800-335-8265). Provide your zip code to the representative and a directory for that area will be mailed to your home. If you have Internet access, you may also visit our website at deltadentalnj.com to locate participating dentists.

At the time of your first appointment, tell the dentist that you are covered under this program and provide your group number and ID number. Your dependents, if covered, should provide the employee's ID number.

Claim questions and other information needs should be directed to Delta Dental's customer service department at 1-800-452-9310.

This overview contains a general description of your dental care program for your use as a convenient reference. Complete details of your program appear in the group contract between your plan sponsor and Delta Dental of New Jersey, Inc. which governs the benefits and operation of your program. In CT, Delta Dental Insurance Company writes dental coverage on an insured basis and Delta Dental of New Jersey administers self-funded dental benefit programs. The group contract would control if there should be any inconsistency or difference between its provisions and the information in this overview.

Delta Dental PPOSM plus Premier Networks

In Network

Dentist

- Agrees to accept Delta Dental's approved fees
- Agrees to file claim directly with Delta Dental
- Receives claim payment directly from Delta Dental

Employee

- Cannot be balance billed (billed for charges above approved Delta Dental fees)
- Does not file claim
- No payment to dentist other than deductible/coinsurance

Out of Network

Dentist

- Does not agree to Delta Dental fee levels
- Can charge any amount
- Is not required to file claim for patient
- Does not receive payment directly from Delta Dental

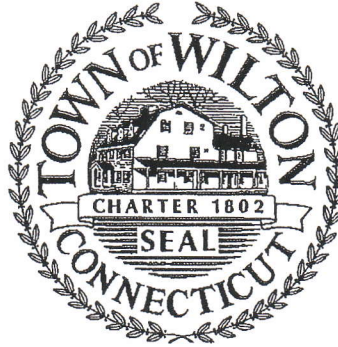
Employee

- Must pay difference between Dentist charge and Delta Dental's allowed fees
- May be required to submit claim
- Is responsible for payment to dentist

Summary: Any dentist may be used, however, benefits are maximized and paperwork is reduced if in network providers are utilized. Delta Dental PPOSM dentists have agreed to Delta Dental's lowest possible fees.

APPENDIX E

FINANCE DEPARTMENT
Tel (203) 563-0114
Fax (203) 563-0299



TOWN HALL
238 Danbury Road
Wilton, Connecticut 06897

Town of Wilton Technology Policy

Purpose: To establish a policy regarding the proper use of the computer, electronic and other computing and telecommunication technology systems, including but not limited to, desktops, laptops, netbooks, notebooks, palmtops, tablets, PDAs, and mobile computers; wireless and wired networking; phones and mobile devices including but not limited to Blackberrys® and iPhones®; Internet, intranet, satellite, broadband, cable and similar platforms, (collectively the "Technology Systems") of the Town of Wilton, Connecticut (the "Town") by each Town officer, employee or any other person or entity authorized by the Town to use the Technology Systems (hereafter referred to as a "User"). This Technology Policy applies to all departments and agencies of the Town of Wilton, excluding the Board of Education.

Policy: The Town's Technology Systems, including email, are Town property and are intended for Town business purposes, and may not be used for other commercial purposes. Incidental personal use of the Technology Systems which is not inconsistent with this policy is permitted. Any such personal use must be occasional and shall not interfere with the User's performance of his or her job duties. Such use must not make unreasonable use of Internet bandwidth or other Town resources.

The Town has the right to monitor, intercept and evaluate any and all usage of the Town's Technology Systems as permitted by law. No User has any right or expectation of privacy in anything which is created, sent, received or stored by Town computer (including email), fax or voice mail.

Each User is responsible for using the Town's Technology Systems, resources and services in an efficient, effective, ethical and lawful manner and in accordance with applicable statutes, ordinances and this policy. This policy applies to all Users of the Town's Technology Systems, wherever the Users or Technology Systems are located.

More specifically, the following rules apply to the use of the Town's Technology Systems:

Appropriate Use

1. No employee shall:

- a. Use Town's Technology Systems in a way that violates copyrights, trademarks, patent protections or license agreements, including the unauthorized downloading of copyrighted music, videos or software;
 - b. Gain unauthorized access to information that is confidential or protected, or attempt to do so;
 - c. Disclose data which is confidential;
 - d. Install or modify software on individual computers or the network
 - e. Run programs that attempt to identify passwords or codes;
 - f. Interrupt programs that protect data or secure systems, or attempt to do so;
 - g. Attempt to connect to any Town Technology System without authorization;
 - h. Read, copy, change or delete another person's work without authorization;
 - i. Use another person's password, or allow others to use their password;
 - j. Use the Town's Technology Systems to violate any provision of federal, state or local law; or
 - k. Use Town's Technology Systems for personal gain.
2. The Town's Technology Systems, including access to networks, shall be used by Users in connection with the recognized public purposes of the Town and shall not be used for activities not related to the official business of the Town, including, but not limited to, private advertisements, solicitations, promotions, selling or other business activities, destructive programs (viruses and/or self replicating codes), fundraising, political activities, gambling, pornography, or any unauthorized use. The Town's Technology Systems may not be used for the benefit of outside businesses or organizations.
3. Users shall not use the Town's Technology Systems, including access to the Internet, to disseminate indecent information, material or messages including, but not limited to, sexual innuendo, chain letters, harassing or threatening statements. Additionally, Users shall not disseminate information, material or messages which may be hostile or offensive to another on the basis of sex, race, religion, color, national origin, sexual orientation or disability. Indecent, vulgar, harassing, fraudulent, intimidating or other unlawful material may not be sent by email, voice mail, fax or other form of electronic communication, or displayed on or stored in the Town's Technology Systems except by law enforcement officials during official investigations.
4. While Users cannot always control what material they receive, Users who do receive any material that violates State or Federal laws or the Town's policies must not retransmit or forward such material to any other person and shall immediately notify the Town's Information Systems Director if such material continues to be received.
5. Access to and use of the Internet is restricted to business use of the Town only, by authorized employees, with the exception of incidental personal use, as defined in the Policy section above. A User's Internet activities is logged by a surveillance system and reviewed by the Director of Information Systems. Users may not use the Internet for indecent, vulgar, harassing, fraudulent, intimidating or other unlawful purposes, or to intentionally visit web sites that contain such material.

Disclosure and Retention

6. Users should use the same care in drafting email and other electronic documents as they would for any written communication. Except as permitted or required by law, anything transmitted electronically, by facsimile or email, is not confidential, and may be reviewed by others.
7. Information or electronic communications using the Town's Technology Systems are subject to the Freedom of Information Act of the State of Connecticut and may also be subject to disclosure in legal proceedings.
8. The Town has an obligation to retain certain information stored on the Technology Systems in accordance with General Letter 2009-2, "Management and Retention of E-mail and other Electronic Messages" issued by the State of Connecticut Office of the Public Records Administrator as it may be amended from time to time.
(<http://www.cslib.org/publicrecords/GL2009-2Email.pdf>)

While many email messages are temporary communications which are non-vital and may be routinely discarded, email messages that are more formal or substantive must be retained by the Town's employees in accordance with State standards. Examples of such messages include, but are not limited to, messages related to policies, decision making, material connected to a specific case or business matter, contracts, part of a larger record, or business functions.

With regard to record retention and record destruction, including electronic documents, Users must follow State policies, as set forth in the following documents, which are included in this policy by reference: *Records Retention Schedules for Towns, Municipalities, and Boards of Education* (<http://www.cslib.org/publicrecords/retschedules.htm>) and *Records Retention Schedules for State Agencies* (<http://www.cslib.org/publicrecords/stateretsched/S1Admin2010.pdf>)

9. Users who are uncertain whether a specific email message must be retained should err on the side of caution and retain it. Users should be aware, however, that when they have deleted a message from their mailbox, it may not have been deleted from the Town's back-up system.

Operating the Town's Technology Systems

10. Users must follow all regulations and procedures established by the Information Systems Director for the operation and use of the Town's Technology Systems.
11. The following actions require authorization by the Information Systems Director:
 - a. Installing or modifying software on individual computers or the network
 - b. Purchasing hardware or software (not limited by the cost of the item)
 - c. Connecting any Technology Device to the Town's network or to the Town's computers. Such devices include , but are not limited to: desktop computers,

laptop computers, mobile computing devices, printers, copiers, faxes, storage devices (including external hard drives and memory sticks), monitors, keyboards, mice, computer accessories, hubs, routers, wireless access points and telephones. This regulation applies to both wired and wireless connections. Special precautions will be taken with devices not owned by the Town.

- d. Establishing agreements with technology vendors for products, support or services
 - e. Allowing outside parties to access the Town's Technology Systems, including vendors providing support
 - f. Devising in-house systems for maintaining information or performing operations
 - g. Entering the server rooms
 - h. Making any changes to the network, or authorizing others to do so
 - i. Establishing any Internet service in the name of the Town of Wilton, even if the service is hosted outside the Town's network.
 - j. Hosting any service on Town computers or establishing peer-to-peer file sharing connections such as Limewire
 - k. Connecting Town computers to any other outside network
12. The Town and its employees are entrusted with safeguarding sensitive and valuable information as part of their responsibilities. All Town business and all department operations shall be carried out using software systems and applications approved by the Information Systems Director. Procedures must be put in place to ensure data integrity, accuracy, documentation, backup and security. All information systems shall be accessible by appropriate Town authorities.
13. Users will be issued a standard User identification, which is to be used only by that User. Users should regularly change their password for security purposes. Users are responsible for safeguarding their passwords. Users must follow the Town's procedures for selecting passwords that are difficult to break. Users are responsible for all transactions made using their passwords.

No one is to be allowed to use the Town's Technology Systems without being issued an account in his or her own name. This includes part-time and temporary employees.

Passwords must not be shared, even among employees in the same department. If there is a need to share files, email, or a common computer, arrangements should be made with the Information Systems Department so that sharing of a common password is not required. If a user finds out that his or her password has become known by any other person, the user must immediately change that password. The compromised password must not be reused in the future.

14. A User's ability to connect to other computer systems through the network does not imply a right to connect to those systems or to make use of those systems unless specifically authorized by the operators of those systems.

Wireless Telephones

15. The Town may acquire and place wireless telephones (including pagers and two-way radios) into service in those instances where such technology will enhance the ability of Town employees to deliver services more effectively and/or economically to the public; to promote operational efficiency during workday; and /or to protect or otherwise secure public safety and well-being.
16. The approval of a request for a cell phone must be made by the employee's Director before the department may proceed to acquiring equipment and service. All purchases of cellular telephones and service, or modifications to existing services, will be made by the Information Systems Department through the vendor selected by the Town.
17. Like all other Town assets, technology and resources, wireless telephones are acquired with public funds and are so acquired to enable Town employees and officials to transact the public's business in the most efficient and cost effective method possible. Accordingly, employees who are assigned a Town wireless telephone shall use the phone in the same manner, and with the same care and discretion, as do employees who have conventional telephones. The use of wireless telephones should be limited to the transaction of Town government business and must be in compliance with all applicable laws, regulations as well as the agreement with the technology vendor.

Through a review of monthly bills of wireless telephone activity, immediate supervisors will be responsible for monitoring the use of wireless telephones by their employees, ensuring that they are being used appropriately and in accordance with this policy. Only Town employees are authorized to use Town-owned wireless telephones. Employees are responsible for calls placed and received on wireless telephones assigned to them. It shall be the responsibility of each Town employee assigned a Town wireless telephone to comply with these regulations. Any inappropriate use of a wireless telephone shall be reported by the employee or supervisor to their Director.

Enforcement and Monitoring

Any User who (a) misuses or abuses the Technology Systems of the Town, (b) violates this policy, (c) violates the law or the legal rights of the Town or any Town employee by utilization of the Technology Systems of the Town, or (d) creates a hostile work environment by utilization of the Technology Systems of the Town, is subject to discipline, up to and including termination, in accordance with collective bargaining agreements and the Employee Handbook. Furthermore, knowledge of material violations of this policy must be reported to the Chief Financial Officer, who is the Policy administrator. Failure to do so may in itself result in disciplinary action.

The Town reserves the right to monitor its Technology Systems at any time, without notice, to ensure they are being used in accordance with this policy. The Town's monitoring policy will be in accordance with all applicable federal and state laws, including Public Act 98-142 (codified at Conn. Gen. Stat. Sec. 31-48d), a copy of which is attached to this policy.

This policy may be amended or revised from time to time at the Town's discretion.

FINANCE DEPARTMENT
Telephone (203) 563-0114
Fax (203) 563-0299



TOWN HALL
238 Danbury Road
Wilton, Connecticut 06897

**Town of Wilton Technology Policy
Acknowledgement Page
For the Policy Effective with the Execution of the
2012-2016 AFSCME Local 1303-160 Collective Bargaining Agreement**

I acknowledge that the Town has provided me with the notice required under Public Act 98-142 (codified at Conn. Gen. Stat. Sec. 31-48d) indicating that it may monitor my use of its Technology Systems to the extent allowed by law.

I have received and read the Town of Wilton Technology Policy, effective upon the execution of the 2012-2016 collective bargaining agreement.

I understand that I may seek clarification of the Policy provisions from the Town's Chief Financial Officer, the Policy administrator, or his/her designee.

I understand that any violation of this policy may subject me to discipline, up to and including termination, in accordance with collective bargaining agreements and the Employee Handbook.

Signature of User: _____ Date: _____

Printed Name of User: _____

Re: Technology Policy in Effect as of the Execution of the 2012-2016 AFSCME Local 1303-160 Collective Bargaining Agreement

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LABOR Title 31

Treatises and Practice Aids

42 Causes of Action 2d 255, Cause of Action to Recover Damages for Invasion of Private Sector Employees' Privacy by Intrusion Upon Seclusion.

14 Connecticut Practice Series § 3:3, Employee Monitoring.

Employment Coordinator Employment Practices § 54:11, Connecticut.

Employment Coordinator Employment Practices § 55:3, Video Surveillance of Employees.

Employment Coordinator Employment Practices § 82:117, Employee Privacy Statute.

Employment Coordinator Labor Relations § 2:11, Connecticut.

Employment Coordinator Labor Relations § 40:25, Eavesdropping Upon Contract Negotiations.

Employment Coordinator Labor Relations § 40:67, Eavesdropping Upon Contract Negotiations.

Employment Coordinator Labor Relations § 62:35, Criminal Offenses.

Employment Law § 5.6, Surveillance—Visual, Audio, and Video.

Guide to Employment Law and Regulation 2d § 27:1, Labor Relations Act.

Guide to Employment Law and Regulation 2d § 27:6, Antidiscrimination Law.

Investigating Employee Conduct § 6:19, Wiretapping and Electronic Communications Statutes.

Investigating Employee Conduct § 6:34, Computer Monitoring.

Investigating Employee Conduct App D, Search, Seizure, and Privacy Laws Generally.

Investigating Employee Conduct App H, Electronic Surveillance Statutes.

Labor and Employment Law: Compliance and Litigation § 1:194, State Statutes—Connecticut.

Termination of Employment § 9:25, Miscellaneous.

United States Code Annotated

Foreign intelligence surveillance, see 50 U.S.C.A. § 1806.

Prohibition on interception and disclosure of wire, oral and electronic communications, see 18 U.S.C.A. § 2511.

§ 31-48c. Hiring of municipal police during labor dispute prohibited

No employer, except the state or any political subdivision thereof, or employee organization involved in a labor dispute shall hire any member of a municipal police department in the town in which the labor dispute is taking place for protection or other duties related to the labor dispute during the period of the labor dispute.

(1981, P.A. 81-77.)

Library References

Labor and Employment ¶1370.

Westlaw Topic No. 231H.

§ 31-48d. Employers engaged in electronic monitoring required to give prior notice to employees. Exceptions. Civil penalty.

(a) As used in this section:

(1) "Employer" means any person, firm or corporation, including the state and any political subdivision of the state which has employees;

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§ 31-48d

(2) "Employee" means any person who performs services for an employer in a business of the employer, if the employer has the right to control and direct the person as to (A) the result to be accomplished by the services, and (B) the details and means by which such result is accomplished; and

(3) "Electronic monitoring" means the collection of information on an employer's premises concerning employees' activities or communications by any means other than direct observation, including the use of a computer, telephone, wire, radio, camera, electromagnetic, photoelectronic or photo-optical systems, but not including the collection of information (A) for security purposes in common areas of the employer's premises which are held out for use by the public, or (B) which is prohibited under state or federal law.

(b) (1) Except as provided in subdivision (2) of this subsection, each employer who engages in any type of electronic monitoring shall give prior written notice to all employees who may be affected, informing them of the types of monitoring which may occur. Each employer shall post, in a conspicuous place which is readily available for viewing by its employees, a notice concerning the types of electronic monitoring which the employer may engage in. Such posting shall constitute such prior written notice.

(2) When (A) an employer has reasonable grounds to believe that employees are engaged in conduct which (i) violates the law, (ii) violates the legal rights of the employer or the employer's employees, or (iii) creates a hostile workplace environment, and (B) electronic monitoring may produce evidence of this misconduct, the employer may conduct monitoring without giving prior written notice.

(c) The Labor Commissioner may levy a civil penalty against any person that the commissioner finds to be in violation of subsection (b) of this section, after a hearing conducted in accordance with sections 4-176e to 4-184, inclusive. The maximum civil penalty shall be five hundred dollars for the first offense, one thousand dollars for the second offense and three thousand dollars for the third and each subsequent offense.

(d) The provisions of this section shall not apply to a criminal investigation. Any information obtained in the course of a criminal investigation through the use of electronic monitoring may be used in a disciplinary proceeding against an employee.

(1998, P.A. 98-142.)

Historical and Statutory Notes

Codification

Gen.St., Rev. to 1999, codified 1998, P.A. 98-142, as C.G.S.A. § 31-48d.

Cross References

Additional penalty, see C.G.S.A. § 31-69a.

Library References

Labor and Employment ¶87.
Westlaw Topic No. 231H.