

AGREEMENT

BETWEEN

THE TOWN OF VERNON

-AND-

**DEPARTMENT OF PUBLIC WORK'S CLERICALS
REPRESENTED BY**

**AMERICAN FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES, LOCAL 1303-401 OF COUNCIL 4,
AFL-CIO**

JULY 1, 2009- JUNE 30, 2012

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ARTICLE I. RECOGNITION

The Town recognizes the Union as the sole and exclusive bargaining agent for the purposes of the collective bargaining on matters of wages, hours of employment and other conditions of employment for the all secretarial, clerical and dispatch employees of Town of Vernon Department of Public Works who work more than 120 days a year.

ARTICLE II. MANAGEMENT RIGHTS

Section 2.0

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

Section 2.1

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

Section 2.2

The Town has the right to enforce rules and regulations now in effect, including safety rules, and can issue new rules and regulations, provided such rules and regulations are not

arbitrary and capricious and a copy of such rules and regulations will be given to the Union and the employees.

ARTICLE III. UNION SECURITY

Section 3.0

The Town agrees to deduct dues from each paycheck as specified by the Secretary of the Union from the wages of all Town employees covered by this Agreement. A signed card authorizing the deduction will be provided to the Finance Officer on behalf of each employee for whom deductions are to be made.

Section 3.1

All employees in the bargaining unit shall, from the date of this Agreement or from the date of their employment with the Town, whichever is later, become and remain members of the Union in good standing in accordance with the by-laws of the Union during the term of this Agreement as a condition of employment, subject to the Seniority Provisions of this Agreement.

Section 3.2

The Town will remit the dues to the Union each pay period, accompanied by a list of names and addresses of employees from whose wages dues deductions have been made.

Section 3.3

The Union agrees to hold the Town harmless from any and all damages arising from the making of authorized deductions or from compliance by the Town with the Union security provisions of Section 3.1.

Section 3.4

The Town agrees that there will be no lockout of any employee or employees during the life of this Agreement. The Union and the employees agree that during the life of this Agreement they will not authorize, support or participate in any strike.

Section 3.5

At least one (1) bulletin board shall be reserved at an accessible place in the Department for the exclusive use of the Union for the posting of official Union notices or announcements. The bulletin board shall be provided and maintained by the Union.

Section 3.6

The Town shall provide the Council 4 representatives with five (5) signed copies of this Agreement at the time of signing. The Town agrees to provide one (1) copy of the Agreement to individual employees upon request. New employees shall be supplied with a copy of the Agreement at the time of hire.

ARTICLE IV. PROBATIONARY PERIOD

Section 4.0

All employees shall be considered probationary during the first six (6) calendar months of employment. The Town, as a matter of right, may extend the probationary period for an additional ninety (90) days in individual cases. During this probationary period the employees shall not obtain seniority rights in this Agreement and such probationary employee will be subject to discipline or discharge by the Town without recourse or access to the grievance/arbitration provisions of this Agreement. At the successful completion of the probationary period the seniority shall be retroactive with the commencement of employment.

Section 4.1

Current unit members that transfer to another position will have a six (6) month trial period at the end of which either the employee can be returned to his/her original position by the employee's own request or that of the Town.

ARTICLE V. HOURS OF WORK AND OVERTIME

Section 5.0

Unless otherwise agreed to by the parties in writing, the basic work day for employees in the bargaining unit will be eight and one half (8 ½) hours a day, five (5) days a week with one half (1/2) hour off for unpaid lunch. This schedule shall not be deemed a guarantee by the Town that any particular number of hours of work will be available nor in any way restricting the Town from scheduling, from making changes in the schedule or starting time.

Section 5.1

Employees will be required to work overtime when requested. Employees will be paid time and one half for those hours worked in excess of eight hours in a day and/or forty (40) hours in any one (1) work week. Employees will be paid time and one half for those hours worked on Saturdays and double time for all hours worked on Sundays and recognized holidays.

Section 5.2

Employees who are required to perform work for overtime purposes between the hours of 6:00 PM and 6:00 AM shall receive payment for meals upon presenting a valid receipt of up to nine dollars (\$9.00).

ARTICLE VI. WAGES

Section 6.0

Effective and retroactive to July 1, 2009, all employees shall be compensated pursuant to the attached Wage Appendix (Appendix A). Employees hired after July 1, 2009 shall be compensated at ninety percent (90%) of the rates of pay listed in Appendix A for one calendar year. After one calendar year, the employees shall be compensated at ninety-five percent (95%) of the rates of pay listed in Appendix A. After two calendar years, the employee shall be compensated at the rates of pay listed in Appendix A.

Section 6.1

- a. Effective July 1, 2009, all wage rates in effect on June 30, 2009 shall be increased by zero percent (0%).
- b. Effective July 1, 2010, all wage rates in effect on June 30, 2010 shall be increased by zero percent (0%).
- c. Effective July 1, 2011, all wage rates in effect on June 30, 2011 shall be increased by two and one-half percent (2.5%).

Section 6.2 – Merit Bonus

The Town will annually review each employee's performance using a copy of the evaluation form agreed to by the parties and attached hereto as Appendix B.

For each year of this contract, employees who receive a satisfactory performance per their annual evaluation, will be eligible for a merit bonus of seven hundred and fifty dollars (\$750.00) to be paid on December 1 and a merit bonus of seven hundred and fifty dollars (\$750.00) to be paid on June 1 of the fiscal year the employee earned the bonus.

In the event an employee suffers the loss of a performance bonus, evaluations may be grieved but not arbitrated. Merit bonuses do not become part of an employee's base salary.

ARTICLE VII. SENIORITY

Section 7.0

The Town shall prepare a list of employees showing their seniority in length of service with the Town covered by this Agreement and deliver the same to the Union President at a mutually agreed upon date.

Section 7.1

All vacancies and new positions may be posted both internally and externally (outside the bargaining unit) simultaneously. All applications shall be reviewed during the same period of time. The Town Administrator or his/her designee shall hire the best-qualified candidate. If the Administrator or his/her designee determines that all factors considered for filling the vacancy or new position are equal between more than one candidate, the most senior current employee in the unit shall be given the position. The Town Administrator or his/her designee will notify the Union President of any new hires in the bargaining unit.

Section 7.2

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

- A. Temporary employees, doing bargaining unit work, will be laid off first followed by:
- B. Part time employees followed by:
- C. Probationary employees within classification followed by:
- D. Within classifications, the employee with the least seniority first, provided that the more senior employee has the ability to perform the available work. The employee in the classification where the layoff takes place has bumping rights to a position in another classification within the bargaining unit which pays the same or less wages, based upon bargaining unit seniority, provided that the employee exercising bumping rights based upon seniority has the ability to perform the available work.

Section 7.3

The Town Administrator shall give written notice to the Mayor, to the Union President, and to all employees to be affected by a proposed layoff of the proposed layoff and the reasons thereof, at least seven (7) calendar days before the effective day.

Section 7.4

Full time employees who have been laid off shall be entitled to be recalled by the Town for the period of six (6) months starting with the date of the layoff. Laid-off full-time employees within classification with the most seniority shall be rehired first provided that he/she has the ability to perform the available work. No new employees shall be hired in these classifications until all laid-off employees in those classifications who are able to perform the work have been rehired. Seven (7) days written notification by the Town to the last known address of the employee shall be sufficient notification.

ARTICLE VIII. HOLIDAYS

Section 8.0

The following holidays will be observed with a day off with pay for the employees who have completed their probationary period:

- | | |
|------------------------|---------------------------|
| New Years Day | Labor Day |
| Martin Luther King Day | Columbus Day |
| President's Day | Veteran's Day |
| Good Friday | Thanksgiving Day |
| Memorial Day | Friday After Thanksgiving |
| Independence Day | Christmas Day |
| | One (1) Floating Holiday |

Section 8.1

When the holiday falls on a Saturday it will be observed on the preceding Friday. When the holiday falls on a Sunday it will be observed on the following Monday. The parties may agree in writing to a different schedule.

Section 8.2

In order to qualify for holiday pay, an employee must work the full scheduled workday immediately preceding and following the holiday unless on legitimate paid leave. Failure to meet these requirements will result in forfeiture of the holiday pay.

Section 8.3

A floating holiday must be scheduled in advance with the employee's supervisor.

ARTICLE IX. VACATIONS

Section 9.0

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

Length of Continuous Service	Earned Vacation Leave
6 months	5 days
1 year	5 days
2 years up to but not including 5 years	10 days
5 years up to but not including 12 years	15 days
12 years up to but not including 20 years	20 days
20 years and over* Only applies to employees hired on or before 7/1/09	25 days

Section 9.1

Vacation Leave Accumulation—Subject to the recommendation of the Department Head and the approval of the Town Administrator, eligible employees may carry over a maximum of five (5) earned vacation days from one (1) year to the next and accumulate vacation leave up to the following maximum limits:

Up to but not including 5 years	15 days
5 years up to but not including 12 years	20 days
Over 12 years of service	25 days

Effective July 1, 2011, the maximum number of carryover days from one anniversary year to the next shall be fifteen (15).

Section 9.2

Pro-rata and accumulated vacation pay shall be paid to an employee at their then current wages in the event he/she terminates in good standing with the Town and/or retires from his/her service with the Town provided fourteen (14) days notice of such termination or retirement has given in writing to the Town.

Effective July 1, 2010, accumulated vacation pay shall not be paid to an employee in the event he/she terminates employment with the Town and/or retires from his/her service with the Town, unless management denies the employee's request to use his/her vacation time. Any carried over vacation time request that has been denied by management shall be paid to an employee at their then current wages in the event he/she terminates in good standing with the Town and/or retires from his/her service with the Town provided fourteen (14) days notice of such termination or retirement has given in writing to the Town.

In the event of the death of an employee, his/her pro-rata and accumulated vacation pay shall be paid at their then current wages to the beneficiary designated by said employee in writing and retained in his/her service folder. In the event said employee has failed to designate a beneficiary in writing prior to his/her death, the Town shall pay said pay to the spouse of the employee, if any, and if said spouse is not alive, to the children of said deceased employee. In the event no designation in writing is made, and the employee has neither a spouse nor children, the pay shall be given to the estate of the deceased employee.

Effective July 1, 2010, unused vacation leave, including accumulated vacation leave, paid at the time of retirement, death or termination will not be added to the employee's pension calculation when the employee leaves his/her employment with the Town.

Section 9.3

Schedule of Vacation—On or before March 15th, employees shall submit a vacation schedule request to their Department Head. An employee may not take vacation leave of less than one-half (1/2) his/her normal work day.

The Department Head will determine the annual vacation schedule, taking into consideration the desire of the employee, the needs of the department, and the best interests of the Town. Wherever possible, the request of the employee shall be granted. A conflict in scheduling vacation leave among employees will be resolved by the Department Head on the basis of seniority in Town service. Any employee who does not submit a vacation schedule request by March 15 shall forfeit any seniority claim for vacation priority.

ARTICLE X. LEAVE PROVISIONS

Section 10.0

Sick leave will be earned by each regular, full-time employee at the rate of one (1) day for each full calendar month of service for a total of twelve (12) days during the calendar year.

Section 10.1

Sick leave may be used in the following cases:

- a. personal illness or physical incapacity;
- b. enforced quarantine of the employee in accordance with public health regulations;
- c. to meet medical and dental appointments or for other sickness prevention measures when such appointments cannot be made outside the employee's normal working hours provided the department head is notified at least three (3) business days in advance on which the absence occurs, however such prior notice is not required when the leave is medically necessary; and
- d. illness or physical incapacity of the employee's father, mother, sister, brother, wife, husband, child, grandparent or other relative living in the immediate household, requiring the employee's personal attention and resulting from causes beyond the employee's control, to a maximum of three (3) days per year.

Section 10.2

The Town Administrator or designee may request a doctor's note with regard to any sick leave more than three (3) working days in a row.

Section 10.3

An employee shall report to his/her immediate supervisor no later than one (1) hour before the beginning of his/her work assignment that he/she will be absent from work due to

illness or injury and the anticipated date of return to work, to receive sick pay. In cases of prolonged incapacitations, the employee shall arrange with his/her supervisor a schedule for periodic progress reports. In cases where a relief employee is required, the incapacitated employee shall make every effort to notify his/her immediate supervisor of the absence at the earliest possible time in order to give the Town sufficient time to assign a replacement. Nothing in this section shall preclude the payment of sick leave to an employee who cannot comply with the provisions of this section due to extenuating circumstances.

Section 10.4

Any employee hired prior to July 1, 2009 may accumulate up to one hundred eighty (180) days of sick leave. Any employee hired prior to July 1, 2009 who retires from the Town service shall be paid for one hundred percent (100%) of accumulated sick leave, to a maximum of one hundred eighty (180) days payable at the employee's rate of pay on July 1, 2009. In the event of the death of the employee, his/her spouse and/or minor children or estate if the employee does not have a spouse or minor children shall be paid for one hundred percent (100%) of accumulated sick leave.

Section 10.5

Any employee hired prior to July 1, 2009 who terminates employment with the Town in good standing shall be paid for fifty percent (50%) of accumulated sick leave not to exceed ninety (90) days payable at the employee's rate of pay on July 1, 2009.

Section 10.6

Any employee hired after July 1, 2009 may accumulate up to a maximum of ninety (90) days of sick leave. Said employees shall receive a fixed amount of one hundred sixty dollars (\$160.00) for each unused sick day, up to a maximum of thirty (30) sick leave days upon death,

retirement or termination after seven years of employment in good standing with the Town of Vernon.

Section 10.7

Any employee receiving Workers' Compensation will not receive any additional payment from the Town. An employee may, at his/her discretion, use some or all of his/her accumulated sick days to supplement the Workers' Compensation benefits, but in no event will the Workers' Compensation payments and sick days exceed the employee's regular weekly earnings.

Section 10.8

Any regular, full-time employee who has completed his/her probationary period shall be granted up to three (3) days of leave with pay by the Town Administrator for death in the immediate family. The immediate family includes: father, mother, sister, brother, wife, husband, child, grandparent or other relative living in the immediate household. One day of leave shall be granted for the death of the following relatives, including in-laws: aunts, uncles, nieces and nephews or cousins.

Section 10.9

The Town will provide each employee with three days of personal leave per year. There is no accumulation of personal leave for employees.

ARTICLE XI. INSURANCE

Section 11.0

The Town may change carriers provided the level of benefits and administration of the plans is no lesser than the current insurance benefits. Prior to making any change the Town shall notify the Union so the changes can be reviewed prior to implementation. In the event that the

insurance provider merges or is taken over by another carrier, the parties agree that the substitute insurance coverage shall be the coverage that is offered by the new carrier for approximately the same cost of the previous insurance plan. Such cost shall not exceed the cost of the previous insurance plan provided to employees.

Section 11.1

Employees will have the option of choosing between the following insurance plans: (i) Town PPO (currently Aetna/Medco plan); or (ii) Town HMO (currently Aetna/Medco plan) as depicted in Appendix C, attached.

Effective 7/1/09, the Town PPO plan will have the following payments:

- a. Office visits preventative \$10
- b. Office visits \$25
- c. Inpatient \$500
- d. Emergency \$50
- e. Outpatient \$250
- f. Dependent rider 19/23
- g. Out of network deductible \$250/\$500/\$750
- h. Prescriptions - Retail up to 34 days and Mail Order up to 100 days: \$5 generic, \$25 Listed Brand Name, \$40 Non-Listed Brand Name, with \$5,000 cap, in accordance with Appendix D entitled Managed Prescription Program 3-Tier, implemented as soon as administratively possible.

Effective 7/1/09, the Town HMO plan will have the following payments:

- a. Office visits preventative \$10
- b. Office visits \$10
- c. Inpatient \$200
- d. Emergency \$50
- e. Outpatient \$50
- f. Dependent rider 19/23
- g. Prescriptions - Retail up to 34 days and Mail Order up to 100 days: \$5 generic, \$25 Listed Brand Name, \$40 Non-Listed Brand Name, with no cap, in accordance with Appendix D, entitled Managed Prescription Program 3-Tier, implemented as soon as administratively possible.

Section 11.2

Insurance Premium Shares. Employees shall contribute to a Section 125 IRS plan the following share amounts:

Year	Town HMO	Town PPO
July 1, 2009-June 30, 2010	10%	18%
July 1, 2010-June 30, 2011	10%	18%
July 1, 2011-June 30, 2012	10%	18%

Section 11.3

The Town will continue to offer the employees Dental Rider Package A, B, C and D at the employee's own expense.

Section 11.4

During the open enrollment period, an employee may voluntarily elect to waive, in writing, the coverage specified in Section 11.1, and shall receive an annual payment of:

- A. One thousand fifty dollars (\$1050.00) for waiving single coverage;
- B. One thousand six hundred dollars (\$1600.00) for waiving two person coverage;
and
- C. Two thousand two hundred dollars (\$2200.00) for waiving family coverage.

Employees who take advantage of this provision would receive half of the payment in April and the other half of the payment in October of each year. Employees who waive their right to coverage and subsequently lose coverage may re-enroll. The employee shall reimburse the Town any stipend paid on a pro-rata basis. This waiver will not be available for employees who have health insurance paid by the Town of Vernon through their spouse or any other family member.

Section 11.5

The Town shall provide and pay for group term life insurance in the amount of forty thousand dollars (\$40,000) and accidental death and dismemberment in the amount of eighty thousand dollars (\$80,000).

Section 11.6

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

Section 11.7

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

Section 11.8

The Town will provide an employee assistance program (EAP) available to all employees covered by this Agreement.

ARTICLE XII. PENSION

Section 12.0

The employee pension plan of the Town of Vernon dated September 19, 1995, as administered through the Travelers Companies, Group Annuity Contracts GR-467 and GR-14239, and through CIGNA Retirement & Investment Services, Inc. Group Annuity Contract IN-16490, is hereby made a part of this Agreement including any plan amendments made by this Agreement for the members of Local 1303-401, Department of Public Works Administrative Clerk, Administrative Secretary and Clerk/Dispatcher, and excludes any plan amendments made by or on behalf of any other employee group.

Section 12.1

The current pension plan shall be modified as follows, with all other provisions remaining as they are as of June 30, 2004:

- i. Normal retirement date:
Effective June 30, 2000—Age 62 and ten years of service
- ii. Benefit:
Effective July 1, 1999, 1.85% of average monthly earnings times years of service to a maximum of thirty (30) years.
Effective July 1, 2006, two percent (2.00%) of average monthly earnings times years of service to a maximum of thirty (30) years.
- iii. Earnings Definition:
Five years
- iv. Vesting:
10 year cliff vesting
- v. Early retirement:
10 years early with 10 years service
- vi. Employee contribution level:
7.5% of wages, pre-tax
- vii. Interest on employee contributions:
6%, posted each January 1st
- viii. No employee hired prior to July 1, 2009 may participate in the Defined Contribution plan set forth in Section 12.2.

Section 12.2

Employees who become members of the bargaining unit subsequent to July 1, 2009 are not eligible for the Defined Benefit (pension) Plan set forth in Section 12.1. Such employees will be automatically enrolled in the Town Defined Contribution Plan (*The Town plans to administer the defined contribution plan through a 457(b) plan*), provided employees will have the option to opt-out of the plan. The Town will contribute 2% of the employee's base wages for all employees who participate in the Defined Contribution Plan. If an employee contributes 7.5% or more of his or her wages to the Defined Contribution Plan, the Town will contribute an additional 2% for a total contribution of 4% of the employee's annual base wages to the plan. The Town will establish the Town Defined Contribution Plan as soon as administratively possible. Vesting schedule for the plan will follow the same schedule as the Defined Benefit (pension) plan in Section 12.1.

Section 12.3

Employees who separate from service for good cause and meet the requirements for retirement may continue to participate in the group insurance coverages with the employee paying the full cost of said coverage. Failure of the employee to pay the premium in a timely fashion will result in the immediate termination of such coverage. Upon the employee attaining eligibility for Medicare, the employee will no longer be eligible for the coverage detailed in this section.

ARTICLE XIII. DISCIPLINE AND DISCHARGE

Section 13.0

Discipline, including discharge, shall be for just cause. Any employee who is being questioned concerning an incident or action which the employee reasonably believes may subject

him/her to disciplinary action has the right upon his/her request to have a member of the Union present.

Section 13.1

Under normal circumstances the Town will generally follow a progressive disciplinary procedure. Such procedure shall include three (3) steps: written warnings, suspension and discharge. The parties, however, recognize that not all discipline can be progressive in nature and whether or not progressive discipline is to be followed by the Town depends upon the nature of the events for which discipline is being imposed.

Section 13.2

Copies of all disciplinary action taken under this article shall be given to the Union.

ARTICLE XIV. GRIEVANCE PROCEDURE

Section 14.0

Grievances arising out of matters covered by this Agreement and disputes and consultations, or any questions arising out of the employer-employee relationship, will be processed in the following manner at the request of either party.

Section 14.1

Step One— The employee and/or his/her representative shall present to the employee's Department Director all the facts pertaining to the grievance. In order to be valid, a grievance must be filed in writing within fifteen (15) working days of the event that gives rise to the grievance, and the complaint must state the section of the Agreement that is alleged to have been violated, if applicable, and to state the remedy being sought. The Department Director shall adjust the grievance at once or notify the employee and/or his/her representative of his/her decision within seven (7) working days from the day the grievance is presented.

Section 14.2

Step Two— If the grievant and his/her representative, if represented, are not satisfied with the decision rendered, he/she or his/her representative may submit the grievance in writing to the Town Administrator or his/her designee within five (5) working days from the date of the Department Director's response. The Town Administrator or his/her designee shall within ten (10) working day of receipt of the grievance meet with the concerned parties to review the facts, and shall submit his/her decision to the complainant and his/her representative, if represented, within five (5) working days thereafter.

Section 14.3

Step Three— If the grievance shall not have been disposed of to the satisfaction of the aggrieved and if it concerns the interpretation and application of any of the provisions of this Agreement, either the Town or the Union may submit it to the Connecticut State Board of Mediation and Arbitration within twenty (20) working days, with notice to the other party, and the decision rendered by the arbitrator or arbitrators shall be final and binding on the parties. The arbitrator(s) shall be bound and shall apply only terms of this Agreement and shall not add to, delete from or modify this Agreement in any way. The decision of the arbitrator(s) shall be in writing and in accordance with the rules and regulations of the State Board of Mediation and Arbitration. The arbitrator(s) shall arbitrate only one (1) grievance at a time unless otherwise agreed by the Town and Union. If the services of the State Board of Mediation and Arbitration are not available, an arbitrator shall be selected by mutual agreement with the fees and expenses of the arbitrator(s) borne equally by the Town and the Union.

Section 14.4

Time extensions beyond those stipulated in this grievance procedure may be arrived at by the mutual agreement of the Town and Union. Such extensions must be requested within the original time limits for action. Grievance not appealed to the next step within the specified time limits or valid extensions thereof shall be considered settled as per the decision of the previous step.

Section 14.5

Employees and the Union shall have the right and choice of representation whenever either individual employees or the Union desires representation. The Town shall have the right and choice of representation whenever desired.

Section 14.6

Officers and/or stewards of the Union shall be designated by the Union for the purpose of adjusting grievances and/or contract negotiations and shall be afforded the necessary amount of time without loss of pay to conduct such business. No more than a maximum of one (1) Union official will be designated to attend meetings for adjusting grievances.

ARTICLE XV. TRAINING

In its discretion, the Town may provide release time and reimbursement for courses/seminars, which are job related. In order to receive release time and/or reimbursement under this Article, an employee must receive prior written approval from the Town Administrator or his/her designee.

ARTICLE XVI. PAYROLL

The Town reserves the right to have the payroll period changed to bi-weekly. If the Town goes to a bi-weekly payroll period the Union will be given thirty (30) days notice.

ARTICLE XVII. SAFETY

During the first quarter of each fiscal year, the Town will provide the Clerk/Dispatcher a vendor check in the amount of \$100.00 to provide OSHA approved work shoes to be purchased annually at a place of the employee's choosing. Provided, however, that if the Town chooses an approved vendor for all employees who are entitled to OSHA approved work shoe allowance to obtain OSHA approved work shoes, the Clerk/Dispatcher will obtain his/her pair of work shoes from such Town approved vendor in lieu of receiving the \$100.00 vendor check.

ARTICLE XVIII. PAST PRACTICE

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

ARTICLE XIX. DURATION

This Agreement shall be effective as of the first day of July 2009 and shall remain in full force and effect through the thirtieth day of June 2012.

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

Signed this 7th day of March, 2010 at Vernon, Connecticut.

For the Town of Vernon

For the Union

Jason McCoy
Mayor

Local 1303.401 President

John Ward
Town Administrator

Patricia Cardin
AFSCME, Council 4

Wage Appendix A

	1-Jul-09	1-Jul-10	1-Jul-11
Admin. Clerk N-1A	16.89	16.89	17.31
Admin. Clerk II N-4A Clerk Dispatcher	21.27	21.27	21.80
Admins. Secrty N-5A	23.38	23.38	23.96

PERFORMANCE REVIEW - NON-EXEMPT PERSONNEL

Appendix B

EMPLOYEE NAME:	DEPARTMENT:
POSITION TITLE:	REVIEW DATE:
SUPERVISOR'S NAME:	DATE ASSIGNED TO POSITION:

EVALUATION FACTORS:	PERFORMANCE EVALUATION (Check One)				
	Out- standing (5)	Superior Above Ave. (4)	Average Satisfactory (3)	Below Average (2)	Unsatis- factory (1)
MAJOR DUTIES VS. <u>ACCOMPLISHMENTS</u>	—	—	—	—	—
<u>JOB KNOWLEDGE</u> (Understanding duties)	—	—	—	—	—
<u>INITIATIVE</u> (Self starting)	—	—	—	—	—
<u>ACCURACY & NEATNESS OF WORK</u>	—	—	—	—	—
<u>DEPENDABILITY</u> (Conscientious, thoroughness)	—	—	—	—	—
<u>PERSONAL QUALITIES</u> (Personality, integrity)	—	—	—	—	—
<u>COMMUNICATIONS</u> (Oral and written)	—	—	—	—	—
<u>ALERTNESS</u> (Grasp instructions, changes))	—	—	—	—	—
<u>COOPERATION</u> (Working with others))	—	—	—	—	—
<u>ATTENDANCE</u> (Absenteeism, tardiness)	—	—	—	—	—
OVERALL PERFORMANCE RATING (AVE.)	—	—	—	—	—

EVALUATION RATING DEFINITIONS:

- (5) Outstanding - Excels in all areas.
- (4) Superior - Excels in most areas.
- (3) Average - Meets requirements, occasionally excels.
- (2) Below Average - Occasionally meets standards, needs to improve.
- (1) Unsatisfactory - Poor performance, needs immediate improvement.

AREAS TO BE STRENGTHENED:

PERFORMANCE EVALUATION - NON-EXEMPT PERSONNEL Appendix B

EVALUATION FACTORS:

Job Knowledge	Understanding major aspects of job duties, completes work assignments on schedule, makes few errors, adequacy of skills and knowledge for doing the job.
Initiative	Self starting, act independently in self confident manner, sense of responsibility, earnestness in seeking increased responsibility.
Accuracy and Neatness	Quality of finished work, thoroughness, neatness.
Dependability	Conscientious, job done with minimum supervision, punctual, relied upon, completes assignments on time.
Personal Qualities	Personality, integrity, attitude.
Communications	Clear and concise oral and written communications, presents ideas persuasively, courteous, helpful.
Alertness	Grasp instructions and changes quickly.
Cooperation	Willingness to work with others harmoniously, accepts supervision, easy to work with.
Attendance	Faithful in coming to work daily and conforming to work hours (absenteeism and tardiness).

PERFORMANCE PROGRESS - Since Last Evaluation: (Check One)

Improved Little or No Change Regressed First Evaluation

EVALUATION REVIEWED By: (Supervisor's Signature)	DATE:
REVIEWED WITH EMPLOYEE BY: (Immediate Supervisor)	DATE:
THIS EVALUATION HAS BEEN REVIEWED BY ME: (Employee's Signature)	DATE:



Appendix C

HMO Style Plan

Town of Vernon
Effective Date: 07-01-2008

Open Access[®] Managed Choice[®] POS - Connecticut

PLAN DESIGN AND BENEFITS

PROVIDED BY AETNA LIFE INSURANCE COMPANY - INSURED

PLAN FEATURES	PREFERRED CARE		NON-PREFERRED CARE	
Deductible (per calendar year)	None	Individual	\$5,000	Individual
	None	Family	\$15,000	Family
All covered expenses accumulate separately toward the preferred or non-preferred Deductible. Unless otherwise indicated, the Deductible must be met prior to benefits being payable. Once Family Deductible is met, all family members will be considered as having met their Deductible for the remainder of the calendar year.				
Member Coinsurance	Covered 100%		50%	
Applies to all expenses unless otherwise stated.				
Payment Limit (per calendar year)	None	Individual	\$15,000	Individual
	None	Family	\$45,000	Family
All covered expenses accumulate separately toward the preferred or non-preferred Payment Limit. Certain member cost sharing elements may not apply toward the Payment Limit. Only those non-preferred expenses resulting from the application of coinsurance percentage (except any deductibles, copays, and penalty amounts) may be used to satisfy the Payment Limit. Once Family Payment Limit is met, all family members will be considered as having met their Payment Limit for the remainder of the calendar year.				
Lifetime Maximum	Optional		Not applicable	
Unlimited except where otherwise indicated.				
Primary Care Physician Selection	Optional		Not applicable	
Certification Requirements -				
Certification for certain types of Non-Preferred care must be obtained to avoid a reduction in benefits paid for that care. Certification for Hospital Admissions, Treatment Facility Admissions, Convalescent Facility Admissions, Home Health Care, Hospice Care and Private Duty Nursing is required - excluded amount applied separately to each type of expense is \$400 per occurrence.				
Precertification for certain procedures/treatments - excluded amount is \$200 per occurrence.				
Referral Requirement	None		None	
PREVENTIVE CARE	PREFERRED CARE		NON-PREFERRED CARE	
Routine Adult Physical Exams/ Immunizations	\$10 office visit copay		50%	
1 exam every 12 months age 18 and over.				
Routine Well Child Exams/Immunizations	\$10 office visit copay. Copay waived for immunizations when an office visit charge is not made.		50%	
9 exams in first 2 years of life, 1 exam every 12 months of life thereafter to age 18.				
Routine Gynecological Care Exams	\$10 office visit copay		50%	
Includes routine tests and related lab fees				
Routine Mammograms	Covered 100%		50%; deductible waived	
One baseline mammogram for covered females age 35-39; one mammogram per calendar year age 40 and over.				
Routine Digital Rectal Exam / Prostate-specific Antigen Test	Member cost sharing is based on the type of service performed and the place of service where it is rendered		Member cost sharing is based on the type of service performed and the place of service where it is rendered	
Colorectal Cancer Screening	Member cost sharing is based on the type of service performed and the place of service where it is rendered		Member cost sharing is based on the type of service performed and the place of service where it is rendered	
For all members age 50 and over.				
Routine Eye Exams	\$10 office visit copay		50%	
1 routine exam per 12 months				
Routine Hearing Exams	\$10 office visit copay		50%	

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PROVIDED BY AETNA LIFE INSURANCE COMPANY - INSURED

1 routine exam per 24 months

PHYSICIAN SERVICES	PREFERRED CARE	NON-PREFERRED CARE
Office Visits to PCP	\$10 office visit copay	50%
Includes services of an internist, general physician, family practitioner or pediatrician.		
Specialist Office Visits	\$10 office visit copay	50%
Allergy Testing	\$10 office visit copay	50%
Allergy Injections	Covered 100%; Unlimited visits per calendar year	Member cost sharing is based on the type of service performed and the place of service where it is rendered
DIAGNOSTIC PROCEDURES	PREFERRED CARE	NON-PREFERRED CARE
Diagnostic Laboratory and X-ray	Covered 100%	50%
If performed as a part of a physician office visit and billed by the physician, expenses are covered subject to the applicable physician's office visit member cost sharing		
EMERGENCY MEDICAL CARE	PREFERRED CARE	NON-PREFERRED CARE
Urgent Care Provider	\$25 copay	50%
(benefit availability may vary by location)		
Non-Urgent Use of Urgent Care Provider	Not Covered	Not Covered
Emergency Room	\$50 copay	Same as preferred care.
Non-Emergency care in an Emergency Room	Not Covered	Not Covered
Ambulance	Covered 100%	50%
HOSPITAL CARE	PREFERRED CARE	NON-PREFERRED CARE
Inpatient Coverage	Covered 100% after \$200 per confinement copay	50% after deductible
The member cost sharing applies to all covered benefits incurred during a member's inpatient stay		
Inpatient Maternity Coverage	Covered 100% after \$200 per confinement copay	50% after deductible
The member cost sharing applies to all covered benefits incurred during a member's inpatient stay		
Outpatient Hospital Expenses (including surgery)	Covered 100%	50%
The member cost sharing applies to all Covered Benefits incurred during a member's outpatient visit		
MENTAL HEALTH SERVICES	PREFERRED CARE	NON-PREFERRED CARE
Inpatient	Covered 100% after \$200 per confinement copay	50% after deductible
The member cost sharing applies to all covered benefits incurred during a member's inpatient stay		
Outpatient	\$10 copay	50%
The member cost sharing applies to all covered benefits incurred during a member's outpatient visit		
ALCOHOL/DRUG ABUSE SERVICES	PREFERRED CARE	NON-PREFERRED CARE
Inpatient	Covered 100% after \$200 per confinement copay	50% after deductible
The member cost sharing applies to all covered benefits incurred during a member's inpatient stay		
Outpatient	\$10 copay	50%
The member cost sharing applies to all Covered Benefits incurred during a member's outpatient visit		
OTHER SERVICES	PREFERRED CARE	NON-PREFERRED CARE
Convalescent Facility	Covered 100%	50%
Limited to 120 days per calendar year.		
The member cost sharing applies to all covered benefits incurring during a member's inpatient stay		



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Home Health Care	Covered 100%	50%
Limited to 120 visits per calendar year. Includes Private Duty Nursing limited to 70 eight hour shifts per calendar year. Includes Medical Social Services up to \$200 per calendar year for terminally ill individuals. Each visit by a nurse or therapist is one visit. Each visit up to 4 hours by a home health care aide is one visit.		
Hospice Care - Inpatient	Covered 100%	50%
Unlimited days per calendar year		
Hospice Care - Outpatient	Covered 100%	50%
Up to a maximum benefit of \$5,000 The member cost sharing applies to all covered benefits incurred during a member's outpatient visit		
Private Duty Nursing - Outpatient (Limited to 70 eight hour shifts per calendar year)	Covered 100%	50%
Each period of private duty nursing of up to 8 hours will be deemed to be one private duty nursing shift. Each visiting nurse care or private duty nursing care shift of 4 hours or less counts as one home health visit. Each such shift of over 4 hours and up to 8 hours counts as two home health care visits.		
Outpatient Short-Term Rehabilitation	Covered 100%	50%
Includes Speech, Physical, and Occupational Therapy Unlimited visits per calendar year		
Early Intervention Services	Member cost sharing is based on the type of service performed and the place of service where it is rendered.	Member cost sharing is based on the type of service performed and the place of service where it is rendered.
Children from birth to age 3; maximum of \$5,000 per child per calendar year		
Spinal Manipulation Therapy	Covered 100%	Covered same as any other medical expense
Durable Medical Equipment	Covered 80%	50%
Diabetic Supplies -- (if not covered under Pharmacy benefit)	Covered same as any other medical expense.	Covered same as any other medical expense.
Fertility Drugs (oral and injectable)	Covered 100%	50%
Contraceptive drugs and devices not obtainable at a pharmacy (includes coverage for contraceptive visits)	Covered 100% (payable as any other covered expense)	50% (payable as any other covered expense)
Transplants	Covered 100% after \$200 per confinement copay Preferred coverage is provided at an IOE contracted facility only	50% Non-Preferred coverage is provided at a Non-IOE facility.
Out of Area Dependents	Coverage provided at the non-preferred benefit level of the plan.	
FAMILY PLANNING	PREFERRED CARE	NON-PREFERRED CARE
Infertility Treatment	Member cost sharing is based on the type of service performed and the place of service where it is rendered	Member cost sharing is based on the type of service performed and the place of service where it is rendered
Diagnosis and treatment of the underlying medical condition.		
Comprehensive Infertility Services	Covered 100%	50%
Coverage includes Artificial Insemination, unlimited courses per lifetime, and Ovulation Induction, unlimited courses per lifetime.		
Advanced Reproductive Technology (ART)	Covered 100%	50%
Maximum applies to all procedures covered by any Aetna plan except where prohibited by law.		
Voluntary Sterilization	Member cost sharing is based on the type of service performed and the place of service where it is rendered	Member cost sharing is based on the type of service performed and the place of service where it is rendered
Including tubal ligation and vasectomy.		

GENERAL PROVISIONS

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PLAN DESIGN AND BENEFITS

PROVIDED BY AETNA LIFE INSURANCE COMPANY - INSURED

Dependents Eligibility

Spouse, children from birth to age 19 or to age 23 if in school.

Pre-existing Conditions Exclusion

On effective date: Waived

After effective date: Full Postponement

This plan imposes a pre-existing condition exclusion, which may be waived in some circumstances and may not be applicable to you. A pre-existing condition exclusion means that if you have a medical condition before coming to this plan, you may have to wait a certain period of time before the plan will provide coverage for that condition. This exclusion applies only to conditions for which medical advice, diagnosis, care, or treatment was recommended or received or for which the individual took prescribed drugs within 90 days. Generally, this period ends the day before your coverage becomes effective. However, if you were in a waiting period for coverage, 90 days ends on the day before the waiting period begins. The exclusion period, if applicable, may last up to 365 days from your first day of coverage, or, if you were in a waiting period, from the first day of your waiting period. If you had prior creditable coverage within 150 days immediately before the date you enrolled under this plan, then the pre-existing conditions exclusion in your plan, if any, will be waived.

If you had no prior creditable coverage within the 90 days prior to your enrollment date (either because you had no prior coverage or because there was more than a 90 day gap from the date your prior coverage terminated to your enrollment date), we will apply your plan's pre-existing conditions exclusion. In order to reduce or possibly eliminate your exclusion period based on your creditable coverage, you should provide us a copy of any certificates of creditable coverage you have. Please contact Aetna Member Services at 1-888-982-3862 if you need assistance in obtaining a certificate of creditable coverage from your prior carrier or if you have any questions on the information noted above. The pre-existing condition exclusion does not apply to pregnancy nor to a child who is enrolled in the plan within 31 days of birth, adoption, or placement for adoption. Note: For late enrollees, coverage will be delayed until the plan's next open enrollment, and the pre-existing condition exclusion will be applied from the individual's effective date of coverage.

This plan does not cover all health care expenses and includes exclusions and limitations. Members should refer to their plan documents to determine which health care services are covered and to what extent. The following is a partial list of services and supplies that are generally not covered. However, your plan documents may contain exceptions to this list based on state mandates or the plan design or rider(s) purchased by your employer.

All medical or hospital services not specifically covered in, or which are limited or excluded in the plan documents; Charges related to any eye surgery mainly to correct refractive errors; Cosmetic surgery, including breast reduction; Custodial care; Dental care and X-rays; Donor egg retrieval; Experimental and investigational procedures; Hearing aids; Immunizations for travel or work; Infertility services, including, but not limited to, artificial insemination and advanced reproductive technologies such as IVF, ZIFT, GIFT, ICSI and other related services, unless specifically listed as covered in your plan documents; Nonmedically necessary services or supplies; Orthotics; Over-the-counter medications and supplies; Reversal of sterilization; Services for the treatment of sexual dysfunction or inadequacies, including therapy, supplies, or counseling; and special duty nursing. Weight control services including surgical procedures, medical treatments, weight control/loss programs, dietary regimens and supplements, appetite suppressants and other medications; food or food supplements, exercise programs, exercise or other equipment; and other services and supplies that are primarily intended to control weight or treat obesity, including Morbid Obesity, or for the purpose of weight reduction, regardless of the existence of comorbid conditions.

This material is for informational purposes only and is neither an offer of coverage nor medical advice. It contains only a partial, general description of plan benefits or programs and does not constitute a contract. Aetna does not provide health care services and, therefore, cannot guarantee results or outcomes. Consult the plan documents (i.e. Group Insurance Certificate and/or Group Policy) to determine governing contractual provisions, including procedures, exclusions and limitation relating to the plan. With the exception of Aetna Rx Home Delivery, all preferred providers and vendors are independent contractors in private practice and are neither employees nor agents of Aetna or its affiliates. Aetna Rx Home Delivery, LLC, is a subsidiary of Aetna Inc. The availability of any particular provider cannot be guaranteed, and provider network composition is subject to change without notice.

Some benefits are subject to limitations or visit maximums. Certain services require precertification, or prior approval of

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Open Access[®] Managed Choice[®] POS - Connecticut

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PROVIDED BY AETNA LIFE INSURANCE COMPANY - INSURED

coverage. Failure to precertify for these services may lead to substantially reduced benefits or denial of coverage. Some of the benefits requiring precertification may include, but are not limited to, inpatient hospital, inpatient mental health, inpatient skilled nursing, outpatient surgery, substance abuse (detoxification, inpatient and outpatient rehabilitation). When the Member's preferred provider is coordinating care, the preferred provider will obtain the precertification. When the member utilizes a non-preferred provider, Member must obtain the precertification. Precertification requirements may vary. Depending on the plan selected, new prescription drugs not yet reviewed by our medication review committee are either available under plans with an open formulary or excluded from coverage unless a medical exception is obtained under plans that use a closed formulary.

They may also be subject to precertification or step-therapy. Non-prescription drugs and drugs in the Limitations and Exclusions section of the plan documents (received after open enrollment) are not covered, and medical exceptions are not available for them. While this information is believed to be accurate as of the print date, it is subject to change.

Plans are provided by Aetna Life Insurance Company.

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PPO Style Plan

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PROVIDED BY AETNA LIFE INSURANCE COMPANY - INSURED

PLAN FEATURES	PREFERRED CARE		NON-PREFERRED CARE	
Deductible (per calendar year)	None	Individual	\$250	Individual
	None	Two Person	\$500	Two Person
	None	Family	\$750	Family

All covered expenses accumulate separately toward the preferred or non-preferred Deductible.

Unless otherwise indicated, the Deductible must be met prior to benefits being payable.

Once Family Deductible is met, all family members will be considered as having met their Deductible for the remainder of the calendar year.

Member Coinsurance	Covered 100%	20%
Applies to all expenses unless otherwise stated.		

Payment Limit (per calendar year)	None	Individual	\$1,000	Individual
	None	Two Person	\$2,000	Two Person
	None	Family	\$2,500	Family

All covered expenses accumulate separately toward the preferred or non-preferred Payment Limit.

Certain member cost sharing elements may not apply toward the Payment Limit.

Only those non-preferred expenses resulting from the application of coinsurance percentage (except any deductibles, copays, and penalty amounts) may be used to satisfy the Payment Limit.

Once Family Payment Limit is met, all family members will be considered as having met their Payment Limit for the remainder of the calendar year.

Lifetime Maximum	Unlimited except where otherwise indicated.	
Primary Care Physician Selection	Optional	Not applicable

Certification Requirements -

Certification for certain types of Non-Preferred care must be obtained to avoid a reduction in benefits paid for that care.

Certification for Hospital Admissions, Treatment Facility Admissions, Convalescent Facility Admissions, Home Health Care, Hospice Care and Private Duty Nursing is required - excluded amount applied separately to each type of expense is \$400 per occurrence.

Precertification for certain procedures/treatments - excluded amount is \$200 per occurrence.

Referral Requirement	None	None
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PREVENTIVE CARE	PREFERRED CARE		NON-PREFERRED CARE	
Routine Adult Physical Exams/ Immunizations	\$10 office visit copay		20%	
1 exam every 12 months age 18 and over.				
Routine Well Child Exams/Immunizations	\$10 office visit copay. Copay waived for immunizations when an office visit charge is not made.		20%	
9 exams in first 2 years of life, 1 exam every 12 months of life thereafter to age 18.				
Routine Gynecological Care Exams	\$10 office visit copay		20%	
Includes routine tests and related lab fees				
Routine Mammograms	Covered 100%		20%; deductible waived	
One baseline mammogram for covered females age 35-39; one mammogram per calendar year age 40 and over.				
Routine Digital Rectal Exam / Prostate-specific Antigen Test	Member cost sharing is based on the type of service performed and the place of service where it is rendered		Member cost sharing is based on the type of service performed and the place of service where it is rendered	
Colorectal Cancer Screening	Member cost sharing is based on the type of service performed and the place of service where it is rendered		Member cost sharing is based on the type of service performed and the place of service where it is rendered	
For all members age 50 and over.				
Routine Eye Exams	\$10 office visit copay		20%	
1 routine exam per 12 months				
Routine Hearing Exams	\$10 office visit copay		20%	
1 routine exam per 24 months				



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PHYSICIAN SERVICES	PREFERRED CARE	NON-PREFERRED CARE
Office Visits to PCP	\$25 office visit copay	20%
Includes services of an internist, general physician, family practitioner or pediatrician.		
Specialist Office Visits	\$25 office visit copay	20%
Allergy Testing	\$25 office visit copay	20%
Allergy Injections	Covered 100%; Unlimited visits per calendar year	Member cost sharing is based on the t
DIAGNOSTIC PROCEDURES	PREFERRED CARE	NON-PREFERRED CARE
Diagnostic Laboratory and X-ray	Covered 100%	20%
If performed as a part of a physician office visit and billed by the physician, expenses are covered subject to the applicable physician's office visit member cost sharing		
EMERGENCY MEDICAL CARE	PREFERRED CARE	NON-PREFERRED CARE
Urgent Care Provider (benefit availability may vary by location)	\$25 copay	20%
Non-Urgent Use of Urgent Care Provider	Not Covered	Not Covered
Emergency Room	\$50 copay	Same as preferred care.
Non-Emergency care in an Emergency Room	Not Covered	Not Covered
Ambulance	Covered 100%	20%
HOSPITAL CARE	PREFERRED CARE	NON-PREFERRED CARE
Inpatient Coverage	Covered 100% after \$500 per confinement copay	20% after deductible
The member cost sharing applies to all covered benefits incurred during a member's inpatient stay		
Inpatient Maternity Coverage	Covered 100% after \$500 per confinement copay	20% after deductible
The member cost sharing applies to all covered benefits incurred during a member's inpatient stay		
Outpatient Hospital Expenses (including surgery)	Covered 100%	20%
The member cost sharing applies to all Covered Benefits incurred during a member's outpatient visit		
MENTAL HEALTH SERVICES	PREFERRED CARE	NON-PREFERRED CARE
Inpatient	Covered 100% after \$500 per confinement copay	20% after deductible
The member cost sharing applies to all covered benefits incurred during a member's inpatient stay		
Outpatient	\$25 copay	20%
The member cost sharing applies to all covered benefits incurred during a member's outpatient visit		
ALCOHOL/DRUG ABUSE SERVICES	PREFERRED CARE	NON-PREFERRED CARE
Inpatient	Covered 100% after \$500 per confinement copay	20% after deductible
The member cost sharing applies to all covered benefits incurred during a member's inpatient stay		
Outpatient	\$25 copay	20%
The member cost sharing applies to all Covered Benefits incurred during a member's outpatient visit		
OTHER SERVICES	PREFERRED CARE	NON-PREFERRED CARE
Convalescent Facility	Covered 100%	20%
Limited to 120 days per calendar year. The member cost sharing applies to all covered benefits incurring during a member's inpatient stay		
Home Health Care	Covered 100%	20%
Limited to 120 visits per calendar year. Includes Private Duty Nursing limited to 70 eight hour shifts per calendar year. Includes Medical Social Services up to \$200 per calendar year for terminally ill individuals. Each visit by a nurse or therapist is one visit. Each visit up to 4 hours by a home health care aide is one visit.		

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Hospice Care - Inpatient Unlimited days per calendar year	Covered 100%	20%
Hospice Care - Outpatient Up to a maximum benefit of \$5,000 The member cost sharing applies to all covered benefits incurred during a member's outpatient visit	Covered 100%	20%
Private Duty Nursing - Outpatient (Limited to 70 eight hour shifts per calendar year) Each period of private duty nursing of up to 8 hours will be deemed to be one private duty nursing shift. Each visiting nurse care or private duty nursing care shift of 4 hours or less counts as one home health visit. Each such shift of over 4 hours and up to 8 hours counts as two home health care visits.	Covered 100%	20%
Outpatient Short-Term Rehabilitation Includes Speech, Physical, and Occupational Therapy, limited to 60 visits per calendar year.	Covered 100%	20%
Early Intervention Services Children from birth to age 3; maximum of \$5,000 per child per calendar year	Member cost sharing is based on the type of service performed and the place of service where it is rendered.	Member cost sharing is based on the type of service performed and the place of service where it is rendered.
Spinal Manipulation Therapy	Covered 100%	Covered same as any other medical expense
Durable Medical Equipment	Covered 100%	20%
Diabetic Supplies -- (if not covered under Pharmacy benefit)	Covered same as any other medical expense.	Covered same as any other medical expense.
Fertility Drugs (oral and injectable)	Covered 100%	20%
Contraceptive drugs and devices not obtainable at a pharmacy (includes coverage for contraceptive visits)	Covered 100% (payable as any other covered expense)	20% (payable as any other covered expense)
Transplants	Covered 100% after \$500 per confinement copay Preferred coverage is provided at an IOE contracted facility only	20% Non-Preferred coverage is provided at a Non-IOE facility.
Out of Area Dependents	Coverage provided at the non-preferred benefit level of the plan.	
FAMILY PLANNING	PREFERRED CARE	NON-PREFERRED CARE
Infertility Treatment Diagnosis and treatment of the underlying medical condition.	Member cost sharing is based on the type of service performed and the place of service where it is rendered	Member cost sharing is based on the type of service performed and the place of service where it is rendered
Comprehensive Infertility Services	Covered 100%	20%
Coverage includes Artificial Insemination, unlimited courses per lifetime, and Ovulation Induction, unlimited courses per lifetime.		
Advanced Reproductive Technology (ART)	Covered 100%	20%
Maximum applies to all procedures covered by any Aetna plan except where prohibited by law.		
Voluntary Sterilization Including tubal ligation and vasectomy.	Member cost sharing is based on the type of service performed and the place of service where it is rendered	Member cost sharing is based on the type of service performed and the place of service where it is rendered

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GENERAL PROVISIONS

Dependents Eligibility

Spouse, children from birth to age 19 or to age 23 if in school.

Pre-existing Conditions Exclusion

On effective date: Waived

After effective date: Full Postponement

This plan imposes a pre-existing condition exclusion, which may be waived in some circumstances and may not be applicable to you. A pre-existing condition exclusion means that if you have a medical condition before coming to this plan, you may have to wait a certain period of time before the plan will provide coverage for that condition. This exclusion applies only to conditions for which medical advice, diagnosis, care, or treatment was recommended or received or for which the individual took prescribed drugs within 90 days. Generally, this period ends the day before your coverage becomes effective. However, if you were in a waiting period for coverage, 90 days ends on the day before the waiting period begins. The exclusion period, if applicable, may last up to 365 days from your first day of coverage, or, if you were in a waiting period, from the first day of your waiting period. If you had prior creditable coverage within 150 days immediately before the date you enrolled under this plan, then the pre-existing conditions exclusion in your plan, if any, will be waived.

If you had no prior creditable coverage within the 90 days prior to your enrollment date (either because you had no prior coverage or because there was more than a 90 day gap from the date your prior coverage terminated to your enrollment date), we will apply your plan's pre-existing conditions exclusion. In order to reduce or possibly eliminate your exclusion period based on your creditable coverage, you should provide us a copy of any certificates of creditable coverage you have. Please contact Aetna Member Services at 1-888-982-3862 if you need assistance in obtaining a certificate of creditable coverage from your prior carrier or if you have any questions on the information noted above. The pre-existing condition exclusion does not apply to pregnancy nor to a child who is enrolled in the plan within 31 days of birth, adoption, or placement for adoption.

Note: For late enrollees, coverage will be delayed until the plan's next open enrollment, and the pre-existing condition exclusion will be applied from the individual's effective date of coverage.

This plan does not cover all health care expenses and includes exclusions and limitations. Members should refer to their plan documents to determine which health care services are covered and to what extent. The following is a partial list of services and supplies that are generally not covered. However, your plan documents may contain exceptions to this list based on state mandates or the plan design or rider(s) purchased by your employer.

All medical or hospital services not specifically covered in, or which are limited or excluded in the plan documents; Charges related to any eye surgery mainly to correct refractive errors; Cosmetic surgery, including breast reduction; Custodial care; Dental care and X-rays; Donor egg retrieval; Experimental and investigational procedures; Hearing aids; Immunizations for travel or work; Infertility services, including, but not limited to, artificial insemination and advanced reproductive technologies such as IVF, ZIFT, GIFT, ICSI and other related services, unless specifically listed as covered in your plan documents; Nonmedically necessary services or supplies; Orthotics; Over-the-counter medications and supplies; Reversal of sterilization; Services for the treatment of sexual dysfunction or inadequacies, including therapy, supplies, or counseling; and special duty nursing. Weight control services including surgical procedures, medical treatments, weight control/loss programs, dietary regimens and supplements, appetite suppressants and other medications; food or food supplements, exercise programs, exercise or other equipment; and other services and supplies that are primarily intended to control weight or treat obesity, including Morbid Obesity, or for the purpose of weight reduction, regardless of the existence of comorbid conditions.

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Some benefits are subject to limitations or visit maximums. Certain services require precertification, or prior approval of

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PLAN DESIGN AND BENEFITS

PROVIDED BY AETNA LIFE INSURANCE COMPANY - INSURED

coverage. Failure to precertify for these services may lead to substantially reduced benefits or denial of coverage. Some of the benefits requiring precertification may include, but are not limited to, inpatient hospital, inpatient mental health, inpatient skilled nursing, outpatient surgery, substance abuse (detoxification, inpatient and outpatient rehabilitation). When the Member's preferred provider is coordinating care, the preferred provider will obtain the precertification. When the member utilizes a non-preferred provider, Member must obtain the precertification. Precertification requirements may vary. Depending on the plan selected, new prescription drugs not yet reviewed by our medication review committee are either available under plans with an open formulary or excluded from coverage unless a medical exception is obtained under plans that use a closed formulary.

They may also be subject to precertification or step-therapy. Non-prescription drugs and drugs in the Limitations and Exclusions section of the plan documents (received after open enrollment) are not covered, and medical exceptions are not available for them. While this information is believed to be accurate as of the print date, it is subject to change.

Plans are provided by Aetna Life Insurance Company.



FULL DENTAL PLAN

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

COVERED SERVICES INCLUDE:

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

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

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

ACCESSING BENEFITS:

Participating Dentists Benefits

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

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

Non-Participating Dentists Benefits

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

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



DENTAL AMENDATORY RIDER A ADDITIONAL BASIC BENEFITS

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

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

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

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

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

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

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



DENTAL AMENDATORY RIDER A ADDITIONAL BASIC BENEFITS

ACCESSING BENEFITS:

Participating Dentists Benefits

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

Non-Participating Dentists Benefits

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

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



DENTAL AMENDATORY RIDER B PROSTHODONTICS

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

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

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

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

ACCESSING BENEFITS:

Participating Dentists Benefits

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

Non-Participating Dentist Benefits

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

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



Visit our website at www.anthem.com

DENTAL AMENDATORY RIDER C PERIODONTICS

Periodontal services consisting of:

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

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

ACCESSING BENEFITS:

Participating Dentists Benefits

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

Non-Participating Dentists Benefits

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

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



DENTAL AMENDATORY RIDER D ORTHODONTICS

The following Orthodontic services are provided:

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

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

ACCESSING BENEFITS:

Participating Dentists Benefits

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

Non-Participating Dentists Benefits

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

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

Appendix D

Town of Vernon

Managed Prescription Program, 3-Tier

Benefits at a Glance

How to Use the 3-Tier Managed Prescription Program

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

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

Copayments and Day Supplies

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

Generic Drugs Have the Lowest Copayment

Your HMO or PPO Copayment:

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

Appendix D

Town of Vernon

Managed Prescription Program, 3-Tier

Benefits at a Glance

Generic Substitution

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

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

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

Preferred Drug Step Therapy

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

Retail Refill Allowance

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

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

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

Appendix D

Town of Vernon

Managed Prescription Program, 3-Tier

Benefits at a Glance

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

National Pharmacy Network

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

Non-Participating Pharmacies

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

Limits and Exclusions

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