

AGREEMENT

Between

THE TOWN OF VERNON

and

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL

EMPLOYEES

LOCAL 818 OF COUNCIL #4

AFL-CIO

EFFECTIVE DATE: July 1, 2009
EXPIRATION DATE: June 30, 2012

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PREAMBLE

This Agreement is entered into by and between the Town of Vernon, hereinafter referred to as the "Town" and Local **818** of Council **4**, American Federation of State, Country and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union".

ARTICLE 1. RECOGNITION

The Town recognizes the Union as the sole and exclusive bargaining representative for the purposes of collective bargaining in matters of wages, hours of employment and other conditions of employment for all Supervisory employees of the Town of Vernon who work in the Department of Public Works, excluding the Director of Public Works and all others excluded by the Act. This recognition is granted pursuant to the certification issued by the Connecticut State Board of Labor Relations as Decision #3472, Case No. ME-18,564 issued on March 7, 1997.

ARTICLE 2. UNION SECURITY

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. The deduction shall be made by the Finance **Officer** at **his/her** convenience. 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.

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Section 2.1

All employees in the bargaining unit shall, from their date of hire and thereafter as condition of employment, pay dues or service fees as specified by the Secretary of the Union

Section 2.2

The monthly dues remittance to the Union will be accompanied by a list of names of employees from whose wages dues deductions have been made.

Section 2.3

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 2.1.

Section 2.4

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 maintained by the Union and shall not contain any material that is derogatory of the Town Administration.

Section 2.5

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. Any additional copies of this Agreement must be furnished at the expense of the party desiring them.



ARTICLE 3. MANAGEMENT RIGHTS

Section 3.1

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, **frequency** and standards of inspections, size of the workforce, number of days and hours in the work day and work week for all employees, 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 3.2

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

Section 3.3

The Town has the right to enforce rules and regulations now in effect, including safety rules, and can issue new rules and regulation, 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.



Section 3.4

It is agreed that except as specifically delegated, abridged, granted or modified by this Agreement, all the rights, powers and authorities the Town had prior to signing this Agreement are retained by the Town and remain the exclusive right of management.

ARTICLE 4. PROBATIONARY PERIOD

All employees shall be considered probationary during the first six (6) calendar months of employment. During this probationary period, the employee shall not obtain seniority rights to this Agreement and such probationary employee will be subject to **discipline/discharge** by the Town without recourse or access to the grievance/arbitration provisions of this Agreement. Upon **successful** completion of their probationary period an individual employee's seniority shall be retroactive as of the commencement of **his/her** employment.

ARTICLE 5. SENIORITY

Section 5.1

The Town shall prepare a list of employees showing their seniority in length of service with the Town in position covered by this Agreement and deliver the same to the Union President at a mutually agreed upon date. Unless the Union files a grievance concerning the list within thirty (30) days of receipt of same the list will be presumed to be correct for all purposes of this Contract. Upon completion of their probationary period, new employees shall be added to the list.

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Section 5.2

When a vacancy exists or a new position is created and the Town decides to fill the position or vacancy, the employee with the highest departmental seniority who applies for the position or vacancy will be given an opportunity to fill the position or vacancy provided the employee is qualified to do the job as determined by the Director of Public Works. If the employee is unable to perform the job as determined by the Director of Public Works within forty-five (45) days of assuming the position, the employee will return to **his/her** previous position.

If the most senior employee who applies for the position does not get the job or does not complete **his/her** probationary period, the Director of Public Works may look to applicants outside of the bargaining unit to fill the position.

In the event of a layoff the following procedure will be followed:

- a. temporary employees will be laid-off first followed by,
- b. part-time employees followed by,
- c. probationary employees followed by;
- d. employees with the least bargaining unit seniority within classification. An employee who is laid-off or whose position is eliminated shall bump the least senior employee in the same classification. If there is no such employee, the employee may bump an employee in a lower classification previously held by the employee within the bargaining unit provided he can perform the job.

Section 5.4

Employees will lose their seniority for the following reasons

- a. discharged for just cause;
- b. resignation;
- c. retirement;
- d. voluntarily quit;



- e. layoff for more than three hundred sixty-five (365) days;
- f. failure to return to work from an authorized leave of absence;
- g. failure to return to work within ten (10) days **from** recall; and
- h. holding another job while on an authorized leave of absence.

ARTICLE 6. HOURS OF WORK AND OVERTIME

Section 6.1

The basic work **week/work** day for employees in the bargaining unit shall be eight and one half (8 ½) hours a day, five (5) days a week with one half (½) hour off for unpaid lunch.

Section 6.2

The present schedule is Monday through Friday, 7:00 a.m. to 3.30 p.m. The **Refuse/Recycling** Supervisor is scheduled to work from April 1 to November 1, **6:00** a.m. to 2:30 p.m.

These schedules shall not be deemed a guarantee by the Town nor in anyway restrict the Town from scheduling or making changes in the schedule or starting time.

Section 6.3 Overtime

Employees will be required to work overtime when requested. Non-exempt employees (Road Foreman) will be paid **time** and one half (1 ½) for those hours worked in excess of eight (8) hours in any one day or forty (40) hours in any one (1) work week. In addition, these employees will be paid time and one half (1 ½) for all worked performed on Saturday.

Non-exempt employees (Road Foreman) will receive double time for all work performed on Sunday and all work performed on holidays plus their regular holiday pay.

Section 6.4 **Overtime-Buildings and Grounds Supervisor, Refuse/Recycling Supervisor, Vehicle Maintenance Supervisor**

All employee positions in this Section are exempt and exempt employees will be required to work overtime when required. Exempt employees will receive one (1) hour off for each hour worked beyond the normal schedule provided such work is authorized by the Town Administrator. Compensatory time shall be taken at the mutual convenience of the employee and the Director of Public Works. In case of conflict, the Director of Public Works shall have final authority. Compensatory time off shall not accumulate to more than five (5) working days. Employees will not be paid for unused compensatory time.

Section 6.5

When a non-exempt employee is called in for work outside **his/her** regularly scheduled **working** hours, **he/she** shall be paid a minimum of four (4) hours at the applicable overtime rate. In addition, for snowplowing such employees will receive a one (1) hour call in time. Up to but not exceeding 5 bargaining unit employees, who may be exempt or non-exempt, as part of their job duties, shall be reachable by phone thus requiring them to be "on call." Effective July 1, 2009, those "on call" employees will receive a bi-weekly stipend of \$57.70, to be paid monthly, for their on call responsibilities. Effective July 1, 2011, this bi-weekly stipend for those "on call" employees will be increased to \$73.60, to be paid monthly.

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ARTICLE 7. HOLIDAYS

Section 7.1

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 Following Thanksgiving
Independence Day	Christmas Day

Section 7.2

One (1) floating holiday to be individually observed by the employee, and mutually agreed upon by the Town and the employee in advance of the holiday.

Section 7.3

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 mutually agree in writing to a different schedule.

Section 7.4

In order to be eligible for holiday pay, an employee must work **his/her** last scheduled **shift** preceding the holiday and **his/her** first scheduled shift following the holiday. Failure to meet this requirement will result in the forfeiture of the holiday pay.

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Section 7.5

When a holiday occurs during an employee's regular vacation, the holiday shall not be charged against an employee's vacation time.

ARTICLE 8. VACATION

Section 8.1

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 Continuos Service

1 year 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	25 days*

* Only applies to employee hired before July 1,2009

July 1st will be used to determine the amount of vacation due an employee. Vacation earned in one fiscal year must be used by the end of the next fiscal year. Employees may not accumulate or carry over unused vacation days except as set forth in Section 8.2. In addition, an employee may not exchange unused vacation time for equivalent payment.

Section 8.2

Vacation Leave Accumulation: Subject to the recommendation of the Department Head and approval of the Town Administrator, employees may carry over a maximum of five (5) vacation days. Such vacation days may be used as sick days.

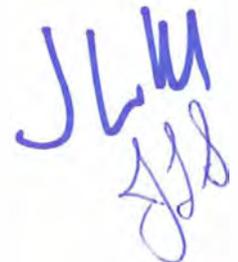
Employees will never have more than five (5) vacation days carried over. Such days may not be used to enhance the value of the employee's pension.

Notwithstanding any language to the contrary in this Section 8.2, employees hired prior to July 1, 2009 and in the bargaining unit or who transfer to the bargaining unit may keep all vacation days they have accumulated to date. These days must be used before the employee's retirement from employment with the Town of Vernon.

Section 8.3

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.

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ARTICLE 9. LEAVE PROVISIONS

Section 9.1

Sick leave allowance will be earned by each regular, full-time employee at the rate of one (1) day for each full calendar month of service.

Section 9.2

Sick leave earned in any month of service shall be available at any time during the subsequent month. Further, sick leave shall continue to accumulate during leaves of absence with pay and during the time employees are on authorized sick leave or on vacation.

Section 9.3

The Department Head may request a doctor's note with regard to any request for sick leave and an employee may use up to three (3) days of **his/her** twelve (12) sick days per year for illness for a member in the immediate family.

Section 9.4

Any employee who is employed in the bargaining unit as of July 1, 1997 shall maintain the following benefits for sick days:

- a. Such an employee 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. All days to be paid at the fixed pay rate of \$161.44 per day as of June 30, 1997 as specified in the Town Administrator's memorandum dated August 14, 1997 and attached to this Agreement as Appendix F.
- b. In the event of **his/her** death, the employee's unused accumulated sick pay, up to a maximum one hundred eighty (180) days, shall be paid at the employee's rate of pay as of June 30, 1997 (See Appendix F) to the beneficiary designated by said employee in writing and retained in **his/her** personnel file. In the event said employee file does not have a beneficiary

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in writing prior to **his/her** death, the Town shall pay said money to the spouse, if any, if said spouse is not alive, to the **child(ren)** of said deceased employee. In the event no designation in writing is made and the employee has neither spouse nor **child(ren)**, the pay shall be given to the estate of the deceased employee.

- c. An employee who terminates employment in the Town services in good standing shall be paid **fifty** (50%) percent of accumulated sick days, not to exceed ninety (90) days, at the employee's rate pay as of June 30, 1997 (See Appendix F).
- d. Nothing herein shall be construed so as to prohibit an employee from requesting additional paid sick leave from the Town Administrator in exceptional cases. The **refusal** to grant such request shall not be subject to the grievance and arbitration provisions of this agreement.

Any employee who is hired into the bargaining after July 1, 1997 and before July 1, 2009 shall maintain the following benefits for sick days:

- a. Such an employee who retires from the Town service shall be paid for one hundred percent (100%) of accumulated sick leave, to a maximum of ninety (90) days. All days to be paid for at the **fixed** rate of \$228.00 per day. In the event of the death of the employee, **his/her** spouse **and/or** minor children shall be paid for one hundred percent (100%) of accumulated sick leave to a maximum of ninety (90) days at the fixed rate of \$228.00 per day.
- b. Such an employee who terminates employment with the Town in good standing shall be paid for one hundred percent (100%) of accumulated sick leave to a maximum of ninety (90) days at the fixed rate of \$228.00 per day.
- c. All unused sick leave may be accumulated up to one hundred and eighty (180) days. Sick days accumulated beyond ninety (90) days may be used by the employee for his or her own illness but will not be paid for or become the basis for compensation when the employee leaves the employ of the Town of Vernon.
- d. Nothing herein shall be construed so as to prohibit an employee from requesting additional paid sick leave **from** the Town Administrator in exceptional cases. The refusal to grant such request shall not be subject to the grievance and arbitration provisions of this agreement.

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Any employee hired after July 1, 2009 into the bargaining unit shall maintain the following benefits for sick days:

- a. All unused sick leave may be accumulated up to ninety (90) days.
- b. Such an employee who retires from the Town service shall be paid for one hundred percent (100%) of accumulated sick leave, to a maximum of thirty (30) days. Sick days will be paid out at the fixed rate of \$228.00 per day. In the event of the death of the employee, **his/her** spouse **and/or** minor children shall be paid for one hundred percent (100%) of accumulated sick leave to a maximum of thirty (30) days at the fixed rate of \$228.00 per day.
- c. Accumulated sick leave paid at the time of retirement or death will not be added to the employee's pension calculation when the employee leaves **his/her** employment with the Town.
- d. Nothing herein shall be construed so as to prohibit an employee from requesting additional paid sick leave **from** the Town Administrator in exceptional cases. The refusal to grant such request shall not be subject to the grievance and arbitration provisions of this agreement.

Section 9.5

Any employee receiving workers' compensation will not receive any additional payment **from** the Town. An employee may, at their discretion, use some or all of **his/her** annual twelve (12) sick days to supplement their workers' compensation benefits, but in no event will the workers' compensation payment and sick days exceed the employee's regular weekly earnings.

Section 9.6 Military Leave

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

Section 9.7 Union Leave

One (1) member of the bargaining unit shall be allowed to attend **official** Union convention or conference without loss of pay for up to three (3) days per year. Permission to attend such conferences or conventions will not be unreasonably withheld. In **all** cases, requests to use such Union leave must be given to the Director of Public Works at least thirty (30) days in advance of the convention **and/or** conference.

Section 9.8 Personal Leave

The Town may, at its discretion, grant an employee a personal leave of absence, without pay, for legitimate reasons, provided, however, no such leave shall be granted for the purpose of engaging in other employment. Personal leave shall generally not exceed thirty (30) days.

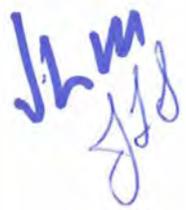
The Town Administrator, after consultation with the employee's supervisor, shall make the decision on whether or not to grant the requested leave of absence. Such decision will not be subject to the grievance/arbitration provisions of this Agreement.

Section 9.9 Bereavement Leave

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, grandchild, grandparent, mother-in-law, father-in-law or other relative living in the immediate household. Any regular, full-time employee who has completed **his/her** probationary period shall be granted one (1) day of leave, with pay by the Town Administrator for death of the following relatives of the employee: aunt, uncle, niece, nephew or cousin.

Section 9.10 Personal Days

Employees whose normal work week is twenty (20) hours or more are entitled to three (3) personal days with pay each year to attend to personal business which cannot be conducted outside the normal work week. Requests for a personal day shall be made in writing, approved by the Department Head and submitted to the Town Administrator at least twenty-four (24) hours in advance of the scheduled day of leave. Approval of personal days shall be granted unless such approval would jeopardize necessary staff requirements. Personal days may not be accrued.



ARTICLE 10. GRIEVANCE PROCEDURE

Section 10.1

A grievance is a dispute which arises under this Agreement between an employee and the Employer.

Step 1: Within ten (10) days after the employee knew or should have known of the cause of the grievance an employee having a grievance **and/or** his Union steward shall take it up with the Director of Public Works. The Director of Public Works shall provide a written answer to the employee **and/or** his Union steward within ten (10) days after the presentation of the grievance in Step 1.

Section 10.2

Step 2: If the grievance is not settled in Step 1, the grievant **and/or his/her** Union steward may within ten (10) days after receipt of the answer in Step 1 be presented to Step 2 by the employee. The grievance will be presented at this Step to the Town Administrator **and/or** his designee and **he/she** shall render his decision in writing within ten (10) days after the presentation of the grievance in this Step 2.

Section 10.3

Anything to the contrary herein notwithstanding, a grievance regarding a discharge, must be presented at Step 2 in the first instance within ten (10) days of the discharge.

Section 10.4

All time **limits** refer to work days in this Article. Any disposition of a grievance from which no appeal is taken within the time limits specified herein, will be deemed

resolved and shall not thereafter be considered subject to the grievance and arbitration provisions of this Agreement. All time limits in this Article may be extended by written mutual agreement of the parties.

Section 10.5

A grievance not timely appealed to the next Step shall be deemed resolved in favor of the opposing side.

Section 10.6

No more than one (1) steward of the Union shall be designated by the Union for the purpose of adjusting grievances and shall be afforded no more than one (1) hour a week without loss of pay to conduct such business. No more than a maximum of two (2) employees, including a steward or Union official, will be permitted to attend meetings to adjust grievances and such employees shall be afforded a reasonable amount of time to discuss grievances. No more than two (2) members of the bargaining unit will be paid to attend contract negotiations without loss of pay.

ARTICLE 11. ARBITRATION

Section 11.1

In the event any grievance has not been settled through the foregoing grievance procedure, the Union **and/or** Town shall have the right to submit the grievance to the State Board of Mediation and Arbitration. Such request for arbitration must be received by the State Board of Mediation and Arbitration within twenty (20) calendar days from receipt of the decision from Step 2 of the grievance procedure. A copy of such request

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for arbitration shall be sent by certified mail to the Town and/or the Union as the case may be.

Section 11.2

In any arbitration involving a discharge, the Town, at its discretion, may require that the grievance be submitted to the American Arbitration Association and an arbitrator chosen in accordance with the procedures of the American Arbitration Association. If a discharge case is submitted to the American Arbitration Association, the Town agrees to pay all arbitration fees and its own representation fees. The Union will pay for its representation fees.

Section 11.3

The arbitration shall have no power to **modify**, add to, amend or delete any of the terms or provision of this Agreement. The arbitrator shall not be entitled to substitute **his/her** judgement for that of the Town and shall be limited to the expressed terms of this Agreement.

Section 11.4

The arbitrator shall be limited to deciding the specific issue placed before **him/her** and the specific language alleged to be misapplied or misinterpreted and shall have no authority to establish wage rates.

The decision of the arbitrator shall be binding on the Town, Union and aggrieved employee or employees. Expenses for arbitration shall be borne equally by the Employer and the Union.

ARTICLE 12. DISCHARGE AND DISCIPLINE



Section 12.1

Discipline, including discharge, shall be for cause only.

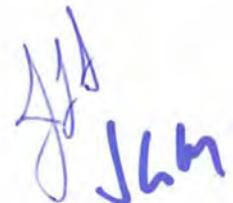
Any employee who is being questioned concerning an incident or action which the employee reasonably believes may subject **him/her** to disciplinary action has the right upon **his/her** request to have a member of the Union present.

Section 12.2

When the Town deems it appropriate, it will follow a progressive disciplinary procedure. Such procedure to include four (4) steps: verbal warning, written warning, suspension and discharge. The parties, however, recognize that not all discipline can be progressive in nature and whether or not progressive discipline is followed by the Town depends upon the nature of the events for which discipline is being imposed.

ARTICLE 13. JURY DUTY

Any regular employee who works twenty (20) or more hours per week shall be granted a leave of absence with pay for required jury duty. The employee shall continue to receive **his/her** regular pay, but shall submit to the Town any jury fees, except travel or meal allowance. The employee shall give to the Town Administrator a certified record of jury attendance **from** the Clerk of Court.



ARTICLE 14. NO DISCRIMINATION

The parties agree that they will not discriminate against any employee because of **his/her** race, color, religion, sex, national origin, disability or age. The parties further agree that there will be no discrimination because of an employee's membership in the Union.

ARTICLE 15. 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 a complete and entire agreement between the parties.

ARTICLE 16. TOWN VEHICLES

If an employee is supplied with a Town vehicle, such vehicle may be taken home at night, on weekends, holidays and other such appropriate occasions. This vehicle is to be used for non-personal use including transportation to and from work and for other job related duties outside the employee's normal working hours. The Town will comply with all applicable Internal Revenue Service Rules and Regulations.



ARTICLE 17. EVALUATIONS

Section 17.1

Employees in the bargaining unit will be evaluated annually by the Director of Public Works or by his designee and such evaluation will not be used as a sole basis for any disciplinary action toward the employee. See Appendix D.

Section 17.2

Members, due to their supervisory status, would be eligible for additional compensation under a merit pay plan. The following are the guidelines for the plan:

- a. The maximum amount that each individual may be eligible for annually is **\$600.**
- b. There would be two levels of the awards: the **first** level for the category of being overall "very good," for **\$300;** and the next level, overall "outstanding" for **\$600.**
- c. In each category, the department head would recommend the awarding of such merit pay annually and the Town Administrator would have the authority to approve or reject said recommendation,
- d. The program would begin upon the establishment of mutual expectations with the performance evaluations and annually thereafter. The awards would actually be determined based on the period of performance from the previous year.
- e. If an individual is not satisfied with the department head's evaluation, the individual may appeal that evaluation to the Town Administrator. The Town Administrator or **his/her** designee will meet with the employee and the department head. The Town Administrator's decision, based upon the information gathered at this meeting, will be final.
- f. The Town will provide the Union with the criteria which will be utilized in recommending and awarding merit pay.
- g. Announcement of the Merit Pay **Award(s)** shall be done once annually by the Town Administrator.
- h. The Union agrees not to grieve an alleged violation of this section.

ARTICLE 18. NO STRIKE

The Union agrees that all employees included in this Agreement will not collectively, concertedly or individually engage in or participate, directly or indirectly, in any strike, sympathy strike, slowdown or work stoppage during the term of this Agreement. The Union further agrees that it shall make every effort to prevent such activities on the part of any employees covered by this Agreement and if any employee engages in such conduct they shall be subject to immediate discipline up to and including discharge.

ARTICLE 19. INSURANCE

Section 19.1

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 19.2

If the employee waives **his/her** right to health insurance the Town will give back twenty-five (25%) percent of the premium cost to the employee. Twelve and one half (12 ½%) percent in December and twelve and one half (12 ½ %) percent in June. 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 19.3



The Town shall provide and pay for life insurance in the amount of \$40,000.00 and \$80,000 accidental death and dismemberment.

Section 19.4

In order for an employee to be eligible to participate in the insurance plan, employee must work forty (40) hours per week.

Section 19.5

An employee may choose between the Town PPO (currently **Aetna/Medco** plan) or Town HMO (currently **Aetna/Medco** plan). See Appendix B.

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 **B-1**, entitled Managed Prescription Program 3-Tier, implemented as soon as administratively possible.

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 **B-1**, entitled Managed Prescription Program 3-Tier, implemented as soon as administratively possible.



The Town may change carriers, provided the level of benefits and administration of the plan 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 carrier providing the benefits is no longer in business or has been merged or been acquired by another carrier, the parties will meet to discuss alternative coverage. Such cost shall not exceed the cost of the previous insurance plan provided to the employees.

If a change in insurance is to take place, an insurance committee shall be established and will include one (1) member of the bargaining unit.

Section 19.6

The Town will establish an Employee Assistance Program (EAP).

ARTICLE 20. PENSION

Section 20.1

The Town will continue in effect the existing pension plan presently covering bargaining unit members as of July 1, 1997 with the following changes:

1. Effective January 1, 2006, five (5) years cliff vesting.
2. Effective July 1, 2009, the monthly benefit rate becomes two and twenty hundredths percent (2.20%) of average monthly earnings times credited service to a maximum of thirty-five (35) years and a maximum of seventy percent (70%).
3. Average monthly earnings based on highest three (3) consecutive years.
4. Effective January 1, 2006, the employee contribution rate becomes seven (7.0) percent pre-tax Section 414 h2.
5. Normal retirement age will follow rule 85 for all employees in the bargaining unit as of July 1, 2009.

6. Employees hired after July 1, 2009 must meet the requirements of rule 85 plus be at least fifty-eight (58) years of age.
7. Three (3) year cap on annuitant spouse option.
8. Employees who become members of the bargaining unit subsequent to January 1, 2010 are not eligible for the defined benefit pension plan set forth herein. Such employees will be eligible for a Town **457(b)** plan, and will be automatically enrolled in the plan. The Town will contribute 2% of the employee's base wages of all employees who elect to participate in the **457(b)** plan upon their hire and do not elect to opt out of the plan. If an employee contributes 7.5% or more of his or her base wages to a **457(b)** plan, the Town will contribute an additional 2% for a total contribution of 4% of the employee's annual base wages to the plan. Vesting schedule same as **defined** benefit pension plan.
9. Employees hired prior to January 1, 2010 are not eligible to participate in the **457(b)** plan to which the Town makes any contribution.

ARTICLE 21. WAGES

The Town will increase all bargaining unit employees' wages in the following amounts on the following dates:

Year 1	July 1, 2009 – 6/30/2010	0%
Year 2	July 1, 2010 – 6/30/2011	0%
Year 3	July 1, 2011 – 6/30/2012	2.5%

See Appendix A.

The Town reserves the right to set wages for new employees hired after July 1, 2001 within the following pay range in the respective classification:

JJD
JLW

	Per hour	Per hour
Foreman:	\$18.11	\$20.79
Supervisors:	\$41,984.00	\$53,046.00

NOTE: Current employees salaries may not be within these ranges per Dan Sullivan 1/7/99.

ARTICLE 22. LONGEVITY

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

10 years of service:	\$250.00 annually
15 years of service:	\$325.00 annually
20 years of service:	\$400.00 annually
30 years of service:	\$475.00 annually

Longevity continues for existing employees but will be removed for all new employees to the bargaining unit hired **after** 7/1/97.

ARTICLE 23. PAYROLL

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

ARTICLE 24. SAFETY AND HEALTH

Section 24.1

Road Foreman will be required to wear a uniform in accordance with the existing policy.

Section 24.2

A credit of two hundred (\$200.00) dollars will be provided by the Town for all bargaining unit employees towards the purchase of safety shoes and similar equipment authorized by the Town as soon as possible during the first quarter of each fiscal year.

Section 24.3

All employees will receive two hundred (\$200.00) dollars annual meal allowance payable the second week of November.

Section 24.4

The Town will provide free of charge to the employees, medical injections for the prevention and treatment of certain diseases including poison ivy, flu, and diphtheria. Hepatitis-B and tetanus.

Section 24.5

Safety helmets shall be supplied and must be worn by any employee working in hazardous location in accordance with applicable safety regulations.

Section 24.6

The Town will pay for physicals required for a CDL, when said physical is not covered or paid for by insurance. This shall also include any co-pays, if applicable.

ARTICLE 25. TRAINING

In its discretion, the Town may provide release time and reimbursement for employees for **course/seminars** which are job related. In order to receive release time **and/or** reimbursement under this Section, an employee must receive prior written approval **from** the Director of Public Works or **his/her** designee. Any decision made by

Jh
Jh

the Director of Public Works or **his/her** designee under this Section shall not be subject to the grievance **and/or** arbitration procedure of this Agreement.

ARTICLE 26. ENTIRE AGREEMENT

Section 26.1

The agreement expressed herein in writing, constitutes the entire agreement between the parties and no practice or oral statement shall add to or supersede any of its provisions.

Section 26.2

The parties acknowledge that during the bargaining for this Agreement, each had unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the parties after the exercise of that right and opportunity, are set forth in this Agreement.

ARTICLE 27. SAVINGS CLAUSE

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



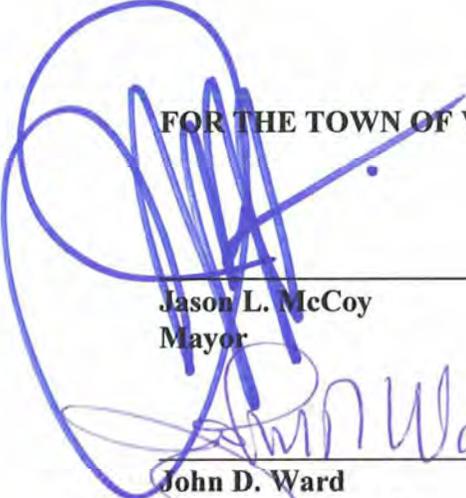
parties agree to immediately negotiate a substitute for the invalidated Article, Section sentence, clause or phrase.

ARTICLE 28. DURATION

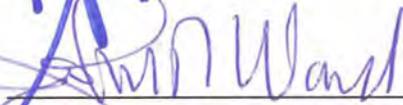
This Agreement will become effective upon its signing and shall remain in effect through June 30, 2012 and from fiscal year to fiscal year thereafter unless said party notifies the other by registered or certified mail, return receipt requested no later one hundred twenty (120) days before the expiration of the Agreement they wish to negotiate a new Agreement. Upon receipt of such notice, the parties shall meet as soon as possible to negotiate such changes.

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

FOR THE TOWN OF VERNON



Jason L. McCoy
Mayor

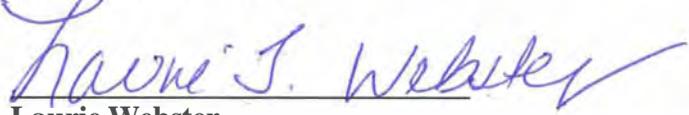


John D. Ward
Town Administrator

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



Jeff Schambach
President, Local 818



Laurie Webster
Staff Representative
AFSCME, Council 4, AFL-CIO

APPENDIX A

WAGES

LEAD ROADS FOREMAN

Date	Increase	Hourly	Weekly	Annually
July 1, 2009	0.00%	\$30.74	\$1,229.60	\$63,939.20
July 1, 2010	0.00%	\$30.74	\$1,229.60	\$63,939.20
July 1, 2011	2.50%	\$31.51	\$1,260.34	\$65,537.68

ROADS FOREMAN

Date	Increase	Hourly	Weekly	Annually
July 1, 2009	0.00%	\$29.41	\$1,176.40	\$61,172.80
July 1, 2010	0.00%	\$29.41	\$1,176.40	\$61,172.80
July 1, 2011	2.50%	\$30.15	\$1,205.81	\$62,702.12

REFUSE & RECYCLING PROGRAM SUPERVISOR

Date	Increase	Hourly	Weekly	Annually
July 1, 2009	0.00%	\$31.43	\$1,257.20	\$65,374.40
July 1, 2010	0.00%	\$31.43	\$1,257.20	\$65,374.40
July 1, 2011	2.50%	\$32.22	\$1,288.63	\$67,008.76

VEHICLE & EQUIPMENT MAINTENANCE SUPERVISOR

Date	Increase	Hourly	Weekly	Annually
July 1, 2009	0.00%	\$33.57	\$1,342.80	\$69,825.60
July 1, 2010	0.00%	\$33.57	\$1,342.80	\$69,825.60
July 1, 2011	2.50%	\$34.41	\$1,376.37	\$71,571.24

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APPENDIX B



HMO Style Plan

Town of Vernon
Effective Date: 07-01-2008

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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.				
Pavment 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	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 1 exam every 12 months age 18 and over.	\$10 office visit copay		50%	
Routine Well Child Exams/Immunizations 9 exams in first 2 years of life, 1 exam every 12 months of life thereafter to age 18.	\$10 office visit copay. Copay waived for immunizations when an office visit charge is not made.		50%	
Routine Gynecological Care Exams Includes routine tests and related lab fees	\$10 office visit copay		50%	
Routine Mammograms One baseline mammogram for covered females age 35-39; one mammogram per calendar year age 40 and over.	Covered 100%		50%; deductible waived	
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 For all members age 50 and over.	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	
Routine Eye Exams 1 routine exam per 12 months	\$10 office visit copay		50%	
Routine Hearing Exams	\$10 office visit copay		50%	

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1 routine exam per 24 months

PHYSICIAN SERVICES	PREFERRED CARE	NON-PREFERRED CARE
Office Visits to PCP Includes services of an internist, general physician, family practitioner or pediatrician.	\$10 office visit copay	50%
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 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	Covered 100%	50%
EMERGENCY MEDICAL CARE	PREFERRED CARE	NON-PREFERRED CARE
Urgent Care Provider (benefit availability may vary by location)	\$25 copay	50%
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 The member cost sharing applies to all covered benefits incurred during a member's inpatient stay	Covered 100% after \$200 per confinement copay	50% after deductible
Inpatient Maternity Coverage The member cost sharing applies to all covered benefits incurred during a member's inpatient stay	Covered 100% after \$200 per confinement copay	50% after deductible
Outpatient Hospital Expenses (including surgery) The member cost sharing applies to all Covered Benefits incurred during a member's outpatient visit	Covered 100%	50%
MENTAL HEALTH SERVICES	PREFERRED CARE	NON-PREFERRED CARE
Inpatient The member cost sharing applies to all covered benefits incurred during a member's inpatient stay	Covered 100% after \$200 per confinement copay	50% after deductible
Outpatient The member cost sharing applies to all covered benefits incurred during a member's outpatient visit	\$10 copay	50%
ALCOHOL/DRUG ABUSE SERVICES	PREFERRED CARE	NON-PREFERRED CARE
Inpatient The member cost sharing applies to all covered benefits incurred during a member's inpatient stay	Covered 100% after \$200 per confinement copay	50% after deductible
Outpatient The member cost sharing applies to all Covered Benefits incurred during a member's outpatient visit	\$10 copay	50%
OTHER SERVICES	PREFERRED CARE	NON-PREFERRED CARE
Convalescent Facility Limited to 120 days per calendar year. The member cost sharing applies to all covered benefits incurred during a member's inpatient stay	Covered 100%	50%

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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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Dependents Eligibility

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

Preexisting 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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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.

A handwritten signature in blue ink, appearing to read "J. King".

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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	
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 wpay		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 ty
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	\$25 copay	20%
(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%	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 wpay	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		
HER 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.		

APPENDIX B



PPO Style Plan

Town of Vernon
Effective Date: 07-01-2008

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PLAN DESIGN AND BENEFITS

PROVIDED BY AETNA LIFE INSURANCE COMPANY - INSURED

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	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 Coverage includes Artificial Insemination, unlimited courses per lifetime, and Ovulation Induction, unlimited courses per lifetime.	Covered 100%	20%
Advanced Reproductive Technology (ART) Maximum applies to all procedures covered by any Aetna plan except where prohibited by law.	Covered 100%	20%
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.

Preexisting 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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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.

A handwritten signature in blue ink, appearing to be 'J. M. [unclear]' with a flourish at the end.

APPENDIX B-1

Town of Vernon

Managed Prescription Program, 3-Tier

Benefits at a Glance

How to Use the 3-Tier Managed Prescription Program

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

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

Copayments and Day Supplies

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

Generic Drugs Have the Lowest Copayment

Your HMO or PPO Copayment:

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

APPENDIX B-1

Town of Vernon

Managed Prescription Program, 3-Tier

Benefits at a Glance

Generic Substitution

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

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

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

Preferred Drug Step Therapy

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

Retail Refill Allowance

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

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

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



APPENDIX B-1

Town of Vernon

Managed Prescription Program, 3-Tier

Benefits at a Glance

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

National Pharmacy Network

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

Non-Participating Pharmacies

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

Limits and Exclusions

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





APPENDIX F

TOWN OF VERNON

14 PARK PLACE, VERNON, CONN. 06066

Telephone (203) 872-8591

OFFICE OF TOWN ADMINISTRATOR

To: Terri Krawczyk, Town Clerk

From: Paul R. Mazzaccaro, Town Administrator

Date: August 14, 1997

Re: Agreement with AFSCME Local 818 of Counsel #4 AFL-CIO

Attached please find an original copy of the agreement between the Town and AFSCME Local 818 of Counsel #4 AFL-CIO, effective July 1, 1997 through June 30, 2001, for your files.

Also, I am requesting that you keep this memo as a permanent record as it confirms agreements (section 9.4) made with members of the bargaining unit referenced above.

For Albert **LaVoie**, Ronald Heim, Jim **Banis**, Michael Taft, Ronald Levesque, and Steve Orłowski, all of these employees shall be credited with one hundred eighty (180) days of sick leave valued at their rate of pay as of June 30, 1997 (and noted below). This sick leave will be banked until such time as the employee terminates in good standing or retires.

If such employee terminates in good standing shall be paid fifty (50%) percent of the one hundred eighty (180) days will be added to the employee's W-2 wages. If such employee retires, the one hundred eighty (180) days will be added to the employee's W-2 wages.

Rates of pay at June 30, 1997 is as follows:

Jim Banis - \$51,500.80 yearly	Ron Heim - \$44,865.60 yearly
Albert LaVoie - \$47,902.40 yearly	Ron Levesque - \$20.18 per hour/ \$41,974.40 yearly
Steve Orłowski - \$20.18 per hour/ \$41,974.40 yearly	
Michael Taft - \$20.18 per hour/ \$41,974.40 yearly	

Town of Vernon:

By: Paul R. Mazzaccaro
 Paul R. Mazzaccaro, Town Administrator

Personally appeared, Paul R. Mazzaccaro, Signer of the foregoing instrument, and acknowledged the same to be his free act and deed as Town Administrator of the Town of Vernon, before me.

TERRI A KRAWCZYK
 Notary Public

TERRI A KRAWCZYK
 NOTARY PUBLIC
 MY COMMISSION EXPIRES MAY 31, 2001

APPENDIX F

SUPERVISOR UNION LOCAL 818

NEW CONTRACT EFFECTIVE 7/1/97

EMPLOYEES AT INCEPTION OF THIS CONTRACT WILL BANK THEIR SICK TIME AND THE RATE WILL BE FROZEN AT THE JUNE 30, 1997 WAGE RATES.

AT TERMINATION: EMPLOYEE WILL RECEIVE 50% (90 SICK DAYS)
AT RETIREMENT: EMPLOYEE WILL RECEIVE 100% (180 SICK DAYS)

EMPLOYEES WHO ARE EFFECTED ARE AS FOLLOWS:

JIMMIE BANIS	24.76 PER HR/198.08 PER DAY 180 DAYS = \$35,654.40
ALBERT LAVOIE	23.03 PER HR/184.24 PER DAY 180 DAYS = \$33,163.20
RONALD LEVESQUE	20.18 PER HR/161.44 PER DAY 180 DAYS = \$29,059.20
STEPHEN ORLOWSKI	20.18 PER HR/161.44 PER DAY 180 DAYS = \$29,059.20
MICHAEL TAFT	20.18 PER HR/161.44 PER DAY 180 DAYS = \$29,059.20

Jum
2/19

NOTE: RONALD HEIM RETIRED 1/99 WITH 180 SICK DAYS AT 21.57 PER HR AS PER CONTRACT.

REPLACEMENT WAS STEPHEN ORLOWSKI ALREADY IN THE CONTRACT.

REPLACEMENT FOR STEPHEN ORLOWSKI IS GEORGE FETKO FROM LABORERS UNION.

GEORGE FETKO RATE AS OF 2/14/99 18.9005 PER HR/151.20 PER DAY
BANK _____ DAYS AS OF 2/14/99
SUPERVISORS UNION NOW IN EFFECT.

2/19/99

C.D.S
Personnel Files