

AGREEMENT
BETWEEN
THE TOWN OF VERNON
AND
LOCAL 1471
OF COUNCIL 4
OF THE
AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL
EMPLOYEES,
AFL-CIO

Effective 7/1/2011 through 06/30/2013

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PREAMBLE

This agreement, together with its attached appendices, is entered into by and between the Town of Vernon, hereinafter referred to as "the Town", and Local 1471 of Council #4 of the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to jointly as "the Union".

ARTICLE 1 - RECOGNITION AND MANAGEMENT RIGHTS

Section 1.0

The Town recognizes the Union as the sole and exclusive bargaining agent for the purposes of collective bargaining on matters of wages, hours of employment, and other conditions of employment for all of the employees in the Town Public Works Department, the employees of the Water Pollution Control Authority and the Department of Parks & Recreation, except the Director and Deputy Director of Public Works, the Director and Assistant Director of the Water Pollution Control Authority, the Director of Parks & Recreation, all clerical employees and supervisors, and all professional, supervisory and administrative positions which presently exist or are hereafter created.

Section 1.1

Unless expressly and specifically limited, modified, abridged or relinquished by a specific provision of this agreement, and whether exercised or not, the right, powers and authority heretofore held by the Town pursuant to any charter, general or special statute, ordinance, regulation or other lawful provision over the complete operations, practices, procedures and regulations with respect to employees in the bargaining unit shall remain solely and exclusively in the Town and specifically shall include, but is not limited to:

- a. To determine the care, maintenance, and operation of equipment and property used for and on behalf of the purposes of the Town.
- b. To prescribe and enforce rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the Town, provided such rules and regulations are made known in a reasonable manner to the employees affected by them.
- c. To insure that incidental duties connected with Departmental operations, whether enumerated in job descriptions or not, shall be performed by employees.

The above rights, responsibilities and prerogatives are inherent in the Town Council and the Mayor or his/her designee by virtue of statutory and Town Charter provisions. The existence of such rights may not be subject to review in any grievance or arbitration proceeding, but the manner of exercise of such rights may be subject to the grievance procedure described in this agreement.

ARTICLE 2 - UNION SECURITY

Section 2.0

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. The deduction shall be made by the Finance Officer at his/her convenience but shall be made no less than four (4) times each calendar month. 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 2.1

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 or extension thereof as a condition of employment, subject to the provisions of Section 3.1a.

Section 2.2

The weekly dues remittance to the Union will be accompanied by a list of names and addresses 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

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 2.5

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 2.6

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

ARTICLE 3 - SENIORITY

Section 3.0

The Town shall prepare a list of employees showing their seniority in length of service with the Town and length of service within a department, in a position covered by this agreement and deliver the same to the Union President and Union Secretary on December 1st of each year. 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 this list.

Section 3.1

- a. New employees shall serve a probationary period for the first six (6) calendar months, and shall have no seniority rights during this period, but shall be subject to all other provisions of this agreement except the grievance procedure in the event of disciplinary action or dismissal. All employees who have completed their probationary period shall acquire length of service records as of the date of their initial employment. The Town, as a matter of right, may extend the probationary period for an additional ninety (90) calendar days in individual cases. The Union will be notified of any such extension and the reasons therefor, which reasons will not be arbitrary or capricious.
- b. Uniforms and shoes will be supplied during the probationary period and shall be returned to the Town if, for any reason, the probationary period is not completed. The cost of uniforms and shoes which are not returned to the Town by an employee who does not complete the probationary period shall be deducted from the employee's final paycheck. New employees will be required to sign a deduction authorization form approved by the Department of Labor.

Section 3.2

- a. All vacancies and new positions covered by this agreement shall be posted for a period of five (5) working days on bulletin boards to be provided for such purpose prior to the Town filling such vacancies or new positions. If the senior employee successfully bids for a vacancy or new position, the five (5) working days shall be waived. Employees wishing to be considered for assignment to such vacancies or new positions may personally or through their steward submit their request to their supervisor. Employees requesting consideration and who are not selected for such assignment in accordance with the provisions of this agreement may appeal the action through the grievance procedure.
- b. Copies of the job posting and a list of the persons bidding for the job shall be sent to the Union President and the Union Secretary at the end of the posting period.



- c. If the senior employee successfully bids for a vacancy or a new position, he shall be placed on a forty-five (45) working day probationary period.
- d. All employees bidding to fill vacancy must meet the requirements of the position, at the time that the position is posted.
- e. The Town reserves the right to hire seasonal and/or temporary employees, who will work for fewer than twenty (20) hours a week, for up to one hundred twenty (120) days without subject to the provisions of the Agreement.

Section 3.3

Vacancies which are to be filled shall be filled within six (6) calendar months of the date the position becomes open or within six (6) calendar months after the establishment of a new position within the bargaining unit.

- a. When a vacancy exists, or a new position is created, the employee with the highest seniority shall be given the first opportunity to fill the position provided he/she has the ability to perform the work. If he/she refuses, it shall go to the next employee who has the ability to perform the work, etc.
- b. The person appointed to the vacancy or new position shall be notified in writing of the appointment with a copy to the Union President and the Union Secretary.
- c. Should a grievance be filed over the filling of a vacancy or a new position, the provisions of this section shall be waived; but nothing in this Article precludes the Town from filling the vacancy or new position with qualified bargaining unit employees, at its discretion, in the interim subject to the final adjustment of the grievance.

Section 3.4

When a newly hired employee is retained in a vacancy or a new position for a period of six (6) calendar months, then he/she shall be considered qualified and allocated to said position if the position continues to exist. When a transferred employee is retained in a vacancy or new position for a period of forty-five (45) consecutive workdays, then he/she shall be considered qualified and allocated to said position if the position continues to exist; otherwise, he/she shall return to his/her former position. If, after thirty (30) working days, the employee desires to return to his/her former position, he/she shall notify the Department's Director in writing within three (3) working days of his /her intention to do so.



Section 3.5

Layoffs shall take effect as follows:

- a. Part-time employees;
- b. Employees working twenty (20) hours per week but less than forty (40) hours per week;
- c. Probationary employees;
- 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;
- e. The Department Director 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 therefor, at least fourteen (14) calendar days before the effective date thereof, whenever possible.

Section 3.6

Full-time employees who have been laid off shall be entitled to be recalled by the Town for the period of one (1) calendar year 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 work available. No new full-time 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. Five (5) days' written notification by the Town to the last known address of the employee shall be sufficient notification.

Section 3.7

Part-time employees are those employees who are not in the list furnished to the Union under Section 3.0 of this Article. The Union shall be furnished a list of part-time employees at the Union's request, but not more often than twice per calendar year.

Section 3.8

Officers of the Union (President, Vice-President, Secretary, and Treasurer), shall have super-seniority in the event of a layoff.

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ARTICLE 4 - HOURS OF WORK, OVERTIME AND HOLIDAY PREMIUM PAY

Section 4.0

The basic workday for the Department of Public Works employees covered by, this agreement shall be eight (8) hours a day, five (5) days a week, Monday through Friday, starting at 7:00 a.m. and ending at 3:30 p.m., with one-half (½) hour off for lunch from 12:00 noon to 12:30 p.m., except for custodians, who shall work a basic workday which hours shall be mutually agreed upon by the Town and the individual employee. The basic workday for the Department of Parks & Recreation employees covered by this agreement shall be eight (8) hours a day, five (5) days a week, Monday through Friday, starting at 7:00 a.m. and ending at 3:30 p.m., with one-half (½) hour off for lunch.

Section 4.1

Time and one-half shall be paid for:

- a. All work performed in excess of eight (8) hours in any one (1) day, and forty (40) hours in one (1) week; and
- b. All work performed on Saturday as such.

Section 4.2

Double time shall be paid for:

- a. All work performed on Sunday as such; and
- b. All work performed on holidays plus regular holiday pay.

Section 4.3

- a. Full-time employees within classification shall be given preference on all overtime assignments provided that preference must be given only to employees within classification who have the ability to perform the available work.

Once all available employees in the applicable classification have been asked for overtime and all needed positions are not filled, then the Town may ask other employees in the department according to the overtime list as long as they are qualified to perform the work.

Once all available employees in the applicable department have been asked for overtime and all needed positions are not filled, then the Town may ask employees from other departments in the bargaining unit according to the overtime list as long as they are qualified to perform the work.



Under this provision, employees from other departments or divisions shall not receive bump-up pay as listed in Article 11, Section 11.1 when they volunteer for overtime in a higher classification.

- b. All overtime work shall be divided equally by hours among employees within classification who have the ability to work the available job.
- c. If an employee is scheduled overtime and does not avail himself/herself of the opportunity to work, he/she will be charged with the scheduled hours overtime as if he/she had worked.
- d. Overtime within classifications shall be equalized within thirty-five (35) hours during a fiscal year. Any employee not equalized within thirty-five (35) hours shall be compensated at his/her regular hourly rate for the number of hours required to be equalized. The Union President will be given a list of all overtime hours and hourly rates paid to each employee at the end of the fiscal year. Further, the Town reserves the right not to equalize overtime in the Parks and Recreation Department, but will make every reasonable effort to equalize those employees within thirty-five (35) hours.
- e. Overtime hours of all employees in the bargaining unit shall be posted on a suitable bulletin board by the number of hours worked (e.g. straight time = 8 hours, time and one-half = 12 hours, double time = 16 hours) every three (3) months. A copy of the posting shall be given to the Union President and the Union Secretary.

Section 4.4

A full-time employee called in to work outside his/her regularly scheduled working hours shall be paid a minimum of four (4) hours at one and one-half (1½) his/her regular hourly rate if the call-in is from Monday through Saturday, and double his/her regular hourly rate as provided for in Section 4.2(a) and (b) if the call-in is on Sunday or a holiday. Nothing herein shall be construed so as to prevent the Town from assigning work to the employee in order to utilize the time for which pay is to be received.

Section 4.5

All bargaining unit work will be done by bargaining unit employees unless there are no bargaining unit employees available who are able to perform available work. Should the Town be unable to fulfill its overtime requirements due to refusals, the Town may require the permanent employee with the least seniority within the job classification to work.

Section 4.6

Nothing herein shall prohibit the Town from establishing a night force composed of employees in the Public Works Department if circumstances, in the opinion of the Director of Public Works, warrant the continuous maintenance of such force. Such force may be composed of a number of persons, as determined by the Town, adequate to perform the necessary tasks. Negotiations on



matters of wages, hours of employment and other conditions of employment will commence on the establishment of such a shift.

Section 4.7

An employee called to work during snow or ice storms shall be allowed one-half (½) hour at the applicable rate of pay upon reporting for work to be included in calculating his/her minimum wage in Section 4.4 above. The additional one-half (½) hour shall be paid only if the employee reports within one (1) hour of being called-in to perform overtime work.

Section 4.8

See Articles 14 and 15 on the Water Pollution Control Authority for special provisions regarding employees of the Authority.

ARTICLE 5 - HOLIDAYS

Section 5.0

The following holidays shall be observed as days off with full pay for regular full-time employees who have completed their probationary period and part-time employees who were hired prior to July 1, 2011:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Veterans' Day
Good Friday	Thanksgiving Day
Memorial Day	Friday after Thanksgiving
Independence Day	Christmas Day

and one (1) floating holiday to be individually observed by the employee and mutually agreed upon by the Town and employee in advance of the holiday. The floating holiday may be taken at any time during the calendar year; seniority shall govern preference within classification in the event of a dispute. The Town shall provide a list of the dates on which holidays are to be observed by December 15th to the Union President.

Section 5.1

- A. Holidays falling on Saturday shall be celebrated on the preceding day.
- B. Holidays falling on Sunday shall be celebrated on Monday.

Section 5.2

Whenever any of these holidays shall occur while an employee who has obtained a formal leave of absence for illness under Article seven (7) or is out on sick leave, the employee shall receive holiday pay for the day but shall not have a day deducted from sick leave.

Section 5.3

When a holiday occurs during a regular vacation, said holiday shall not be charged against an employee's earned vacation time and the employee shall be given a day off at a time mutually agreeable to said employee and the Department's Director.

Section 5.4

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

ARTICLE 6 - VACATIONS

Section 6.0

- a. Each full-time and part-time employee hired prior to July 1, 2011 covered by this agreement who has been in the continuous employ of the Town for one (1) year shall, subject to all the provisions of this article, be entitled to a vacation with pay at their base rate determined by the length of continuous employment with the Town on the following basis:

<u>Length of Continuous Full-Time Employment</u>	<u>Amount of Paid Vacation</u>
One (1) year through completion of four (4) years	Ten (10) days
Five (5) years through completion of ten (10) years	Fifteen (15) days
Eleven (11) years of service	Sixteen (16) days
Twelve (12) years of service	Seventeen (17) days
Thirteen (13) years of service	Eighteen (18) days
Fourteen (14) years of service	Nineteen (19) days
Fifteen (15) years of service	Twenty (20) days
Sixteen (16) years of service	Twenty-one (21) days
Seventeen (17) years of service	Twenty-two (22) days
Eighteen (18) years of service	Twenty-three (23) days
Nineteen (19) years of service	Twenty-four (24) days
Twenty (20) years of service	Twenty-five (25) days

Each full-time and part-time employee hired after June 30, 2011 covered by this agreement who has been in the continuous employ of the Town for one (1) year shall, subject to all the provisions of this article, be entitled to a vacation with pay at their base rate determined by the length of continuous employment with the Town on the following basis:

<u>Length of Continuous Full-Time Employment</u>	<u>Amount of Paid Vacation</u>
One (1) year through completion of four (4) years	Ten (10) days
Five (5) years through completion of ten (10) years	Fifteen (15) days
Eleven (11) years of service	Sixteen (16) days



Twelve (12) years of service
Thirteen (13) years of service
Fourteen (14) years of service
Fifteen (15) years of service

Seventeen (17) days
Eighteen (18) days
Nineteen (19) days
Twenty (20) days

- b. Once an employee completes any year of service which entitles him/her to additional vacation time, such additional vacation time may not be taken until the following January 1st.
- c. The employee's anniversary date will be used to determine the amount of vacation time due.
- d. Vacation leave may be taken in amounts no lower than four (4) hours and/or one-half (1/2) of a day
- e. Vacation earned in one year must be used by the end of the next year. Employees may not accumulate or carry over unused vacation days.

Section 6.1

The vacation period will be from the first day of January through the last day of December. All vacation time must be scheduled and approved by the first day of March. Seniority shall govern preference and the efficient operations of the departments shall not be impeded. Not more than one maintenance employee of the Department of Parks & Recreation may take vacation at any time. The Union President and the Union Secretary shall receive a vacation list by the fifteenth (15th) day of March.

Section 6.2

- a. Pro rata accumulated vacation pay shall be granted to an employee in the event he/she terminates his/her service with the Town provided fourteen (14) days' notice of such termination has been given in writing to the Town.
- b. In the event of the death of an employee, his/her pro rata accumulated vacation pay shall be paid to the estate of the deceased employee.
- c. Effective January 1, 2012, unused vacation leave, including accumulated vacation leave, paid at the time of retirement, death or termination will not be used to enhance the value of the employee's pension and will not be used in the employee's pension calculation when the employee terminates his/her employment with the Town.

Section 6.3

In the event of illness during an employee's vacation period, the employee shall be given an option of charging the sick days to his/her sick leave, providing a doctor's certificate verifies illness.



ARTICLE 7 - LEAVE PROVISIONS

Section 7.0

Each employee shall be entitled to sick leave, at current base pay, of one and one-half (1 and ½) days as of the first day of each calendar month to a total of thirteen (13) days during a calendar year. Effective July 1, 2012 each employee shall be entitled to sick leave, at current base pay, of one (1) day as of the first day of each calendar month for a total of twelve (12) days during a calendar year. Such sick leave that is not used shall be accumulated to the employee's credit to a maximum accumulation as set forth in Section 7.3, or the employee's accumulation as of June 1, 1998, whichever is greater. Each employee shall be notified of his/her accumulated sick leave, by letter, at the beginning of each fiscal year.

Section 7.1

Sick leave may be used in the following cases:

- a. Personal illness or physical incapacity. However, if upon investigation it is found by the Department's Director or their designee that the absence was not warranted, there shall be no payment.
- b. Enforced quarantine of the employee in accordance with community health regulations.
- c. Illness or physical incapacity of the employee, the employee's spouse, parents, grandparents, brothers sister, child or grandchild and any relative who is domiciled in the employee's household.

However, if upon investigation it is found by the Department's Director or their designee that said leave was not warranted, the employee shall not be compensated.

- d. To obtain medical or dental treatment, a certificate verifying said treatment may be required by the Department' Director. No unit of time less than one-quarter (¼) of one (1) working day shall be credited to the employee for purposes of this Sub-Section. For all other portions of this Article, sick leave shall be credited in units of one-half (½) of one (1) working day.
- e. Any employee calling in sick must notify the Department prior to the time when he/she is scheduled to report to work. Except if in a dire emergency he/she is physically unable to do so, an employee must contact the Department not later than one-half (½) hour prior to the scheduled reporting time.

Section 7.2

- a. A doctor's certificate shall be required after three (3) consecutive working days of absence.

- b. A doctor's certificate shall be required for absence due to illness on the working day preceding a holiday, earned day, or day of vacation leave and/or the first working day following a holiday, earned day, or day of vacation leave.

Section 7.3

- a. An employee hired before July 1, 1999, upon retirement, shall receive, on the basis of his/her current wages, full compensation for any of his/her unused accumulated sick leave as severance pay up to a maximum of one hundred eighty (180) days.

Effective July 1, 2012 an employee hired before July 1, 1999, upon retirement, shall receive two hundred ten dollars (\$210) for each unused accumulated sick leave day as severance pay up to a maximum of one hundred eighty (180) days.

- b. In the event of the death of an employee hired before July 1, 1999, his/her unused accumulated sick pay, up to a maximum of one hundred eighty (180) days, shall be paid 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 estate of the deceased employee.

Effective July 1, 2012, in the event of the death of an employee hired before July 1, 1999, his/her estate shall receive two hundred ten dollars (\$210) for each unused accumulated sick leave day as severance pay up to a maximum of one hundred eighty (180) days.

- c. An employee hired before July 1, 1999, who separates from employment shall receive on the basis of his/her current wages, in accordance with the following schedule, unused accumulated sick leave up to a maximum of one hundred eighty (180) sick days, provided that the employee has given fourteen (14) days' written notice to the Director of Public Works, the Director of the Water Pollution Control Authority or the Director of Parks & Recreation or their designees prior to resignation. Failure to provide such notice will result in forfeiture of unused accumulated sick leave.

Date of hire up to five (5) years of service	0%
Five (5) years through the completion often (10) years	75%
Ten (10) years or more	100%

Effective July 1, 2012, an employee hired before July 1, 1999, who separates from employment shall receive two hundred ten dollars (\$210) for each unused accumulated sick leave day as severance pay up to a maximum of one hundred eighty (180) days, provided that the employee has given fourteen (14) days' written notice to the Department Director or their designee prior to resignation.

Date of hire up to five (5) years of service	0%
Five (5) years through the completion often (10) years	75%
Ten (10) years or more	100%

- d. Any employee who is hired after July 1, 1999, but before July 1, 2011, may accumulate up to a maximum of one hundred fifty (150) days. Said employees will be paid for a maximum of thirty (30) days of accumulated sick leave at two hundred ten dollars (\$210) for each unused accumulated sick leave day effective July 1, 2012 in the following circumstances:
 - 1. Upon retirement
 - 2. Upon his/her death
 - 3. Upon separation from service with the Town after seven (7) years of service in good standing.
- e. Any employee hired on or after July 1, 2011, shall not be paid for accumulated and unused sick leave.
- f. Effective July 1, 2012, any payment for accumulated unused sick leave shall be made as part of the Employee's final pay, and will not be used to enhance the value of the pension benefit.

Section 7.4

Nothing herein shall be construed so as to prohibit an employee from requesting additional paid sick leave from the Town Administrator in exceptional cases. Any additional paid sick leave granted under the provisions of this Section shall be charged to the employee's future accumulation of paid sick leave. Repayment shall be made at one-half (½) of the employee's earned paid sick leave days per year to a maximum of nine (9) days per year.

Section 7.5

Three (3) days special leave with pay shall be granted for death in the immediate family of an employee, or the immediate family of his/her spouse. Immediate family for purposes of this Section is defined as parents, grandparents, spouse, brother, sister, child or grandchild and also and, relation or person designated as a beneficiary of life insurance or retirement plan death benefits who is domiciled in the employee's household. Employees must submit to the Director of Public Works, the Director of the Water Pollution Control Authority or the Director of Parks & Recreation or their designees' proof of death showing the date of death or funeral services in order to be eligible for such bereavement pay.

One (1) day's leave with pay shall be granted for death of a relative, not covered in Section 7.5 of this agreement, of any employee. The employee must provide to the department director proof of death showing the date of death or of funeral services in order to be eligible for bereavement pay.

Section 7.6

Injury leave, as distinguished from sick leave, shall mean paid leave given to an employee due to absence from duty caused by an accident or injury that occurred while the employee was engaged in the performance of his /her duties. An employee who is eligible for Workers' Compensation under the Worker' Compensation Act shall receive from the Town an amount

which, added to the Workers' Compensation received, shall equal his/her regular pay for a period not to exceed six (6) months. If an employee is still out on Worker's Compensation after the six (6) month period, the employee may, at his/her discretion, use his/her accumulated sick leave to supplement Worker's Compensation benefits up to one hundred percent (100%) of his/her regular wages for an additional three (3) months. Said amount shall be payable at the time benefits are paid by the compensation carrier. Any monies which an employee may recover from a third party which represent lost earnings or wages based upon an injury for which injury leave payments have been made under this Section shall be required to be reimbursed to the Town out of such funds for monies paid by the Town to the employee to supplement Workers' Compensation under this Section.

Section 7.7

Military leave. The Town shall comply with applicable Federal and State law with regard to military leave.

Section 7.8

Leave for jury duty shall be granted to regular employees when required to serve. During this period, the employee shall be paid the difference between his/her regular base wage and the fee furnished to serve as a juror. Copies of notice to jury service and evidence of attendance must be provided to the Town Administrator. The Town may request exclusion for any employee who has received notification of jury duty.

Section 7.9

Union officials shall be allowed the required time without loss of pay to attend official Union conventions and conferences. No more than five (5) union officials shall be authorized under this Section and the total time allowed shall not exceed sixteen (16) days per year. Not more than one (1) employee per department shall be permitted to take union leave unless approved by the Department Director. Permission to attend will not be unreasonably withheld. In all cases, notice of intention to use union leave shall be given to the Department Director at least two (2) weeks in advance of the first day of absence.

Section 7.10

The Department Director, subject to the approval of the Town Administrator, may grant leaves of absence without pay. Requests for such leave shall be made in writing to the Department Director and shall include the length of leave required, for a period not to exceed one (1) year. Any accumulated sick or vacation leave unused prior to such leave of absence shall be retained to the employee's credit upon return. No benefits, including but not limited to sick leave, vacation leave or earned time are accrued during an unpaid leave of absence.

Section 7.11

Employees entering the military service of the United States shall be entitled to indefinite leave without pay.

- a. No employee shall lose any seniority standing because of any military service, including service in the National Guard or organized reserves provided that he/she returns within the time required under the provisions of Section 7.12d of this agreement.
- b. The employee's accumulation of sick leave upon leaving shall be retained to his/her credit upon return from military service.
- c. The employee may pay to the employee's retirement fund the employee's annual assessment for the time equivalent to his/her absence for military service, provided he/she returns within the time required under the provisions of Section 7.12 d. of this agreement.
- d. Upon return from military service, the employee shall be reinstated to his/her former job or one of like rank and shall receive credit for the yearly increments awarded during his/her absence for military service, provided that he/she reports for duty within ninety (90) days of discharge from the military service.

Section 7.12

Any employee covered by this agreement who has three (3) months of continuous service without use of any sick leave or any other unpaid leave shall receive one (1) earned day. The total days that an employee may accumulate shall be four (4) in one (1) fiscal year and the employee must take this time within that fiscal year or it will be given back to the Town provided any day earned during the month of June may be carried over and used during the month of July. The employee may take this time at his/her request, subject to the approval of the Department Director, at any time during the calendar year (seniority and previously scheduled vacation leave or floating holiday shall govern preference). Earned time may be taken in increments of two (2) hours and/or one-quarter (1/4) days.

Section 7.13 Personal Leave

Employees shall be granted Two (2) personal days per year, non-cumulative. Effective July 1, 2012, Employees shall be granted three (3) personal days per year, non-cumulative. Personal Leave shall be granted for reasons such as, but not limited to;

1. Non-illness emergencies
2. Events which are beyond the employee's control
3. Graduations
4. Weddings
5. Business that cannot be conducted during non-work hours
6. Legal business
7. Holy Days
8. Bereavement

9. Illness of a family member

Employees shall not be required to provide any additional information for personal leave other than the reason, or related to reason, listed above. Personal time may be taken in increments of two (2) hours and/or one-quarter (1/4) days.

Personal leave days shall have no value at the time of retirement, death or termination, and must be used while the employee is employed as a regular, full-time member of the bargaining unit.

Employees hired after July 1, shall receive prorated personal days for the first (1st) year of employment.

Section 7.14

Employees covered by this Agreement will receive an incentive payment of two hundred fifty dollars (\$250), if no Worker's Compensation claims are made by any member of the bargaining unit in a 365 day period, starting January 1, 2012.

Employees covered by this Agreement will receive an incentive payment of five hundred dollars (\$500), if no Worker's Compensation claims are made by any member of the bargaining unit in a 730 day period, starting January 1, 2012.

The tolling period will reset once a Worker's Compensation claim is filed by any member of the bargaining unit and the time periods will toll from that new reset date. The incentive will remain at the \$500 level for any subsequent 365 day period following the first 730 days without a claim.

ARTICLE 8 - GRIEVANCE PROCEDURE

Section 8.0

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 8.1

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 contract 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 five (5) working days from the day the grievance is presented.

Section 8.2

Step Two - If the complainant 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 days 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 8.3

Step Three - If the grievance shall not have been disposed of to the satisfaction of the aggrieved and if it concerns the interpretation or 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 upon all parties as provided by law. The arbitrators shall be bound by and shall apply only the terms of this agreement and shall not add to, delete from or modify this agreement in any way. The arbitrator's decision shall be in writing and in accordance with the rules and regulations of the state Board of Mediation and Arbitration. The arbitrator shall arbitrate only one (1) grievance at a time unless otherwise agreed. 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 borne equally by the Town and the Union.

Section 8.4

Time Extensions - Time extensions beyond those stipulated in this grievance procedure may be arrived at by the mutual agreement of the Town and the 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 at the previous step.

Section 8.5

Representation - Employees and the Union shall have the right and choice of representation whenever representation is desired by either individual employees or the Union. The Town shall have the right and choice of representation whenever desired.

Section 8.6

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 two (2) Union officials will be designated to attend meetings for adjusting grievances.

ARTICLE 9 - DISCIPLINARY PROCEDURE

Section 9.0

The Town shall have the right to discipline or discharge employees for just cause. Disciplinary penalties comprise four (4) groups: documented verbal warnings, written warnings, suspensions or demotions, and discharges. All actions taken under this section shall be initiated within fifteen (15) working days of the event giving rise to the disciplinary action. Under normal circumstances, discipline shall be applied in progressive order (i.e. first warning, then suspension or demotion, then discharge). In cases of serious employee misconduct, this progression need not be followed, and employees involved may be discharged, suspended or demoted for the first offense.

Copies of all actions taken under this article shall be given to the department steward and the Union President.

Section 9.1

Copies of all discipline shall be sealed after two (2) years, if the employee has had no other disciplinary action taken against him/her in that time.

ARTICLE 10 - PRIOR PRACTICE

Section 10.0

Nothing in this agreement shall be construed as abridging any right, benefit or privilege that employees have enjoyed heretofore unless it is specifically stated that said practice has been superseded by a provision of this agreement.

It is specifically agreed and understood that the prior practice of assigning more than one (1) employee to a vehicle during snow removal operations has been and is discontinued provided that the Town reserves the right to use more than one (1) employee in a vehicle if and when it wishes.

ARTICLE 11 - WAGES

Section 11.0

Wage scales and classifications shall be negotiated and made a part of this agreement as **Appendix A**. Job descriptions have been made part of this agreement as **Appendix C**, The Town recognizes the right of the union to file a grievance over any future changes in these job descriptions which may be made by the Town.

Section 11.1

Employees required to work in a higher classification shall be paid at the place on the salary schedule for the higher classification he/she had attained on the salary schedule for his/her own classification.

Section 11.2

- a. The salary schedule, rates of pay and classifications of the present employees attached hereto as Appendix A shall be a part of this agreement,
- b. Effective and retroactive to August 1, 2011, the rates of pay shall increase by 1% over the rate in effect on June 30, 2011.
- c. Effective July 1, 2012, the rates of pay shall increase by 2% over the rate in effect on June 30, 2012.
- g. All employees hired after July 1, 1998 and before July 1, 2011, will start at a rate of pay of 9% less than shown in Appendix A, for the same position; and the rate shall increase by 3% each year, until the employee's fourth year, at that time the rate shall be consistent with the pay and classifications shown in Appendix A.
- h. Employees hired after July 1, 2011, will start at a rate of pay that is ten percent (10%) less than shown in Appendix A, for the same position. Said employees shall receive any and all general wage increases negotiated for July 1, 2012, and there-after.

Section 11.3

Recognition for continuous employment with the Town shall be as follows, payable with the second paycheck in December:

	<u>Effective 07.01.2009</u>
10 years of service - 325.00 annually	350.00 annually
15 years of service - 400.00 annually	425.00 annually
20 years of service - 475.00 annually	500.00 annually
25 years of service - 550.00 annually	575.00 annually

ARTICLE 12 - SAFETY AND HEALTH

Section 12.0

- a. Clothing shall be supplied to all employees working in conditions exposed to severe elements, e.g., foul weather gear, boots and gloves to the Public Works employees, etc.; coveralls for mechanics and/or other employees working in ditches or other related tasks; and uniforms for other employees and for their care as needed.

- b. Safety helmets shall be supplied for any employees working in hazardous locations and with hazardous equipment.
- c. During the first quarter of each fiscal year, the Town will provide each bargaining unit employee a vendor check in the amount of \$200.00 to purchase OSHA approved work boots. The OSHA approved work boots are to be purchased annually at a place of the employee's choosing.

Effective July 1, 2009, the Town will provide each bargaining unit employee a vendor check in the amount of \$250.00 to purchase OSHA approved work boots.

If receipts documenting the purchase of such boots are provided by the employee to the Town, no applicable payroll taxes will be withheld by the Town from such payment.

- d. At the discretion of the Department's Director or their designee, each employee shall be required to wear his/her uniform and safety shoes at all times while working for the Town, and safety helmets shall be worn as directed. Employees of the Department of Parks & Recreation may wear shorts and Town-provided shirts during the summer months. All employees may be permitted to wear additional personal clothing in cold weather months provided the employee wears identification provided by the Town.
- e. The Town will assume the expense of all of the aforementioned clothing and equipment when replaced due to normal wear and tear. To receive such replacement, employees must submit the worn item which is to be replaced by the Town. The Town shall provide ten (10) sets of uniforms for refuse personnel and employees in the Water Pollution Control Facility.
- f. The Town will not require any employee fifty-three (53) years of age or older to fill in as a refuse laborer or recycling operator.
- g. All employees in the classifications of mason and maintainer must provide their own hand tools; complex electrical equipment will be provided by the Town. The Town shall indemnify Department of Public works mechanics whose personal tools may be lost as a result of burglary, fire, or explosion at the Town maintenance facility.
- h. 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.

Section 12.1

A joint safety committee shall be formed by the Town and the Union and said committee shall meet every three (3) months to review and recommend safety and health conditions in all Departments.



Section 12.2

- a. Drivers who work on snow removal operations shall receive a one hundred fifty dollar (\$150.00) annual meal allowance payable the second week in November. other employees who are required to perform work for overtime purposes only after being called into work between the hours of 6:00 P.M. and 6:00 A.M. shall receive payment for meals upon presenting a valid receipt of up to nine dollars (\$9.00).

If the employee provides receipts documenting the purchase of such meals to the Town, no payroll taxes will be withheld from such payment.

- b. The Town shall provide, free of charge to the employees, medical injections for the prevention and treatment of the contagious disease such as poison ivy, flu, diphtheria, hepatitis-B and tetanus.

Section 12.3

- a. An employee may choose between an Open Access Plan (OAP) known as an “HMO Style” insurance plan or a High Deductible Health Plan (HDHP/HSA). Either of these plans shall include the Anthem Blue Cross Blue Shield Full Service Indemnity Plan Dental Care. Summary of the Town Dental Plan and Amendatory Dental Riders is attached as **Appendix K**.

- b. Open Access Plan: The OAP or “HMO Style” plan will include the following co-payments:

Office visit preventative	\$10
Office visit	\$10
Inpatient	\$200
Emergency	\$50 (waived if admitted)
Outpatient Surgery	\$50
Dependent Rider	19/26

Prescription Co-pays: 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 entitled Managed Prescription Program 3-Tier. Summary of Town Prescription Plan is attached as **Appendix J**.

Effective October 1st 2011

Each employee shall contribute, on a pre-tax basis as a part of an IRC section 125 IRS Plan, twenty-five percent (25%) of the applicable premium rate, for said “HMO style” coverage. The Town shall continue to pay the remainder of the applicable premium costs for the health insurance coverage, of the current “HMO style” Plan. Summary of OAP Plan is attached as **Appendix I**.

Effective October 1st 2011

Each employee shall contribute, on a pre-tax basis as a part of an IRC Section 125 Plan, twenty-five percent (25%) of the applicable prescription premium rate.

c. HSA: The HDHP/HSA will include the following

Effective ~~September~~ ^{October} 1, 2011, or as soon as possible, the Town will provide the bargaining unit members with a Health Savings Account (HSA) for employees who elect to participate in the HAS/HDHP health insurance. The HSA shall, as required, be a high deductible health plan which shall have a \$2,000 single and \$4,000 family annual deductible for in-network services and Out-of-network services will also be subject to a \$2,000/\$4,000 initial deductible. When the deductible is met, there shall be no coinsurance payments required for in-network covered services. Out-of-network services shall be subject to a 70% Plan payment / 30% member coinsurance payment, to a coinsurance payment maximum of \$2,000 for individual coverage and \$4,000 for family coverage. This coinsurance payment shall be in addition to the initial deductible. Summary of HSA Plan is attached as **Appendix L**.

An HSA shall be established by the Town for each employee who elects the HSA insurance and the Town shall annually deposit, on July 1, seventy percent (70%) of the applicable deductible (currently \$1,400 for single coverage and \$2,800 for family coverage) in the employee's HSA account regardless of the balance of that account.

Prescriptions: There shall be no separate premium payment for prescriptions under the H.S.A. Plan. Co-pays after the deductible is met: Retail up to 34 days \$7 generic, \$15 Listed Brand Name, \$35 Non-Listed Brand Name and Mail Order up to 100 days: \$14 generic, \$30 Listed Brand Name, \$70 Non-Listed Brand Name in accordance with Appendix L.

The employee share of the deductible will be funded through pre-tax payments elected as part of the payroll. Any fees associated with an HSA bank deposit account will be the responsibility of each employee. The Town shall pay any group administrative costs charged by the carrier in connection with integrated HSA account management.

There shall be no premium share contribution for the HSA plan, but there shall be regular deductions up to the applicable thirty percent (30%) deductible amount. Should an employee have equal to or greater than the deductible in his/her HSA, no deduction shall be made from the employee, if employee so elects by instructing Payroll via a form provided by the Town.

For employees enrolled in the H.S.A. Health Plan, there shall be no separate dental plan premium share contribution, while Amendatory Dental Riders can be purchased by employees at full cost to the employee.

d. Employee's electing the OAP insurance will continue to pay fifteen (15%) percent of the applicable premium and the Town shall pay eighty-five (85%) percent on a pre-tax basis as a part of a section 125 plan, of the applicable premium of the current Dental Plans.

Employees electing The HDHP/HSA plan receive the same dental coverage at no additional cost.



- e. An open enrollment period shall be provided annually for a two-week period during the month of May for the purpose of choosing health insurance coverage.
- f. During the open enrollment period, an employee may voluntarily elect to waive, in writing, the coverages specified in Article 12.3, sub-sections a. through e., inclusive, or Article 12.3, sub-sections e. and f., and in lieu thereof, shall receive an annual payment of one thousand (\$1,000.00) dollars, paid in two (2) installments of five hundred (\$500.00) dollars on or about October 1st and April 1st. Employees who waive their right to coverage and subsequently lose alternative coverage may re-enroll effective the first day of the month following a written request to do so, provided the employee shall reimburse the Town any stipend paid on a pro rata basis. Any employee whose spouse is an existing employee of the Town of Vernon or the Vernon Board of Education, is not eligible for the health insurance waiver listed in this section.
- g. The Town shall provide and pay for group term life insurance in the amount of fifty thousand dollars (\$50,000.00) and accidental death and dismemberment coverage in the amount of one hundred thousand dollars (\$100,000).
- h. An employee who separates from service and meets the requirements for retirement as defined by the provisions of the Town of Vernon Pension Plan may continue to participate in the group insurance coverages specified in Article 12.3, sub-sections a. through e., inclusive, or Article 12.3, sub-sections e. and f., for himself/herself and his/her eligible dependents provided:
 - 1. The employee shall pay the cost of such coverages at applicable group rates in conformance with Federal law;
 - 2. Upon attaining eligibility for Medicare, the separated employee shall no longer be eligible for such coverages, except that his/her spouse may continue coverage until he/she has attained eligibility for Medicare;
 - 3. Spouses of deceased employees or deceased separated employees previously participating in the continuation program shall be eligible to continue to participate in the continuation program until he/she attains eligibility for Medicare; and
 - 4. Payment of premiums must be made by the twentieth (20th) day of the month for the succeeding month's coverage; payments not received by the thirtieth (30th) day of the month shall result in termination of coverage without right to reinstatement.
- i. All employees shall have the option to purchase long term disability insurance through the Town's Plan at their own cost. If chosen, the premiums will be deducted from the employee's paycheck.



- j. Employees shall have the option of purchasing any of the outlined Dental Amendatory Riders A, B, C, and D. Employees shall pay the cost of such coverage at applicable group rates, through payroll deduction with Section 125 applicable. The riders will not be offered on an individual basis.

Section 12.4

The Town may, at its discretion, change insurance carriers or resort to a program of self-insurance provided that the benefits and terms are the same or better than those provided for in Section 12.3 of this agreement.

Section 12.5

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

ARTICLE 13 - PENSION

Section 13.0

The employee pension plan of the Town of Vernon as currently administered through the Prudential Retirement Services Group Annuity Contract IN-16490, Divisions 30 and 60, is hereby made a part of this agreement, including any plan amendments made by or on behalf of members of Local #1471, American Federation of State, County & Municipal Employees, and excluding any plan amendments made by or on behalf of members of any other employee group.

Section 13.1

For employees hired before July 1, 2011, the Town will continue, without change, the existing defined benefit pension plan presently in effect, covering bargaining unit members as follows;

- Normal Retirement: Age fifty-five (55) with five (5) years of service or twenty-five (25) years of service regardless of age
- Multiplier: Two percent (2%)
- Average Earnings: Monthly salary or wage received averaged over a five (5) year consecutive period which results in the highest average
- Benefit: The monthly benefit rate is calculated as two percent (2%) of average monthly earnings times (x) credited service to a maximum of forty (40) years and a maximum of seventy percent (70%).
- Vesting: Five (5) to ten (10) year sliding scale, one hundred percent (100%) vesting at ten (10) years of credited service.

Employee Interest: Employees are guaranteed six percent (6%) interest on all their contributions.

Employee Contribution: Employees shall contribute six and one half percent (6.5%) of base wages to the pension plan.

Effective January 1, 2012, employees shall contribute seven percent (7%) of base wages to the pension plan.

Effective June 30, 2013, employees shall contribute seven and one-half percent (7.5%) of base wages to the pension plan

Section 13.2

Employees who are hired after July 1, 2011 are not eligible for the defined benefit pension plan set forth in this Section. Such employees will be automatically enrolled in the Town's 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 elect to participate in such defined contribution plan. If an employee contributes 7.5% or more of his or her wages to such 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 such defined contribution plan as soon as administratively possible.

Vested Town contributions for the employee shall be as follows with no minimum age:

6 years of service	20%
7 years of service	40%
8 years of service	60%
9 years of service	80%
10 years of service	100.0%

This change shall not affect any employee who is in the employ of the Town of Vernon and a participant of the Town of Vernon Pension Plan prior to the signing of this Agreement from participating in the Town of Vernon Pension Plan program upon transfer to this bargaining unit.

No employee hired prior to July 1, 2011 may participate in the Defined Contribution Plan set forth in Section 13.2.

At any time, should employees in this bargaining unit subject to the Pension Plan represent less than a majority of the bargaining unit, such employees will be permitted to maintain their Pension Plan benefits as listed in this Article, throughout their employment with the Town of Vernon.



ARTICLE 14 - WATER POLLUTION CONTROL AUTHORITY

Section 14.0

The Water Pollution Control Authority shall require around-the-clock operation on a seven (7) day basis and may require two (2) or more shifts.

Section 14.1

- a. The basic work day for the Waste Water Treatment Facility shall be eight (8) hours per day, five (5) days per week, Monday through Friday. Employees required to work at the Waste Water Treatment Facility on Saturday shall work a minimum of four (4) hours and shall be paid at time and a half (1½) their regular hourly rate for all hours worked. Employees required to work at the Waste Water Treatment Facility on Sunday shall work a minimum of four (4) hours and shall be paid at double (2) times their regular hourly rate for all hours worked.
- b. Should the Town require regular continual six (6) or seven (7) day operation of the Waste Water Treatment Facility, the provisions of Section 14.1a of this agreement shall not apply and staffing will be controlled as follows:

Staffing during six (6) and seven (7) day operations shall be arranged from among eligible Waste Water Treatment Facility employees on a rotating basis so that weekend coverage alternates. Under this rotating schedule, overtime will not be paid for hours worked on Saturday and Sunday, as such, but will be paid in excess of eight (8) in a given day or forty (40) in a given week.

- c. Employees working the second and third shifts shall receive a shift differential of sixty cents (\$.60) and seventy-five cents (\$.75) per hour respectively. The Town may require personnel to rotate among the various shifts.

Section 14.2

- a. The normal work schedule for the Water Pollution Control Facility will be from 7:00 a.m. to 3:30 p.m., with one-half (½) hour for a lunch break. The second shift, if needed or maintained, will be from 3:00 P.M. to 11:00 P.M. A third shift, if needed or maintained, shall be from 11:00 P.M. to 7:00 A.M. If the Town establishes or maintains permanent work shifts at the facility, seniority will be the deciding factor in the selection of permanent work shifts provided the employee must have sufficient skill and ability in order to be assigned permanent work shifts. Upon request of the employee, the Director or the Assistant Director, work shifts shall be reviewed for the forthcoming semi-annual time period during the months of June and December. Work shifts shall not be changed unless one (1) week's prior notice is given to the affected employee(s).



- b. All work schedules shall be posted on the twentieth (20th) day of each month. Whenever possible, at least five (5) working day's notice is to be given by the employee to the Director of his /her designee for a change in the work schedule.

Section 14.3

Promotions, transfers, vacancies, layoffs and recalls among employees assigned to the Water Pollution Control Facility shall be made according to seniority within the division of waste treatment. Except in filling initial vacancies, bidding and posting shall be limited to within the division. Although it is recognized that special qualifications may be required, the Town agrees to post all positions to be filled which cannot be filled from among the existing members of the Water Pollution Control Facility division by posting on a Town-wide basis.

Section 14.4

As of July 1, 1999 all operators in the Water Pollution Control Facility shall be required to obtain and maintain, at a minimum, a Class 1 State of Connecticut license in wastewater treatment by June 30, 2000, or they shall forfeit any future increase in pay until such time as the license is received. Such pay shall not be made retroactively.

ARTICLE 15 - ON CALL- WPCA EMPLOYEES

Section 15.0

The work performed by bargaining unit employees from the Water Pollution Control Department requires twenty-four (24) hours a day, seven (7) days a week coverage. Therefore the parties agree to a 24/7 on call rotation for these employees from Monday 7:00 a.m. to the following Monday 7:00 a.m.

Section 15.1

A schedule will be developed at the beginning of each year. A vacation schedule will be submitted by March 1st of each year. The Town will continue with the practice of allowing operators to switch weekends and proposed rotations within the given calendar month. WPCA Employees on call will carry a paging device and/or cellular phone at all times while on call, and must report within forty-five (45) minutes of a call to report to work. Second and third shift employees will be exempt from the on call status, however, if additional operators are hired, then the rotation will be adjusted to incorporate such individuals into the 24/7 coverage.

Section 15.2

WPCA Employees on call shall be compensated at the rate of \$100.00 per week for being on call with a minimum of four (4) hours overtime pay if called into work. Effective July 1, 2012, WPCA Employees on call shall be compensated at the rate of \$125.00 per week for being on call with a minimum of four (4) hours overtime pay if called into work. If during the initial four (4) hour period additional calls are received, the individual would not be entitled to additional report

in pay. If the work prompted by the call in continues beyond the four (4) hour period, the employee will be paid beyond the applicable overtime rate. If he/she is called again for a separate occasion after the expiration of the initial four (4) hour period, he/she will be entitled to an additional four (4) hours.

ARTICLE 16 - DURATION

Section 16.0

Except as provided below, this agreement shall be effective as of the first day of July 2011 and shall remain in full force and effect through the thirtieth day of June 2013. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing one hundred fifty (150) days prior to the date of expiration that it desires to modify this agreement. In the event that such notice is given, negotiations shall begin not later than one hundred twenty (120) days prior to the date of expiration.

IN WITNESS WHEREOF, the parties hereto have set their hands this 2nd day of September, 2011.

For the Town of Vernon

For Local 1471 of Council 4
AFSCME, AFL-CIO

Jason L. McCoy
Mayor of Vernon

Jim Tedford
President, Local 1471

Peter Graczykowski
Assistant Town Administrator

J. Wells, Staff Representative
AFSCME, Council 4, AFL-CIO

APPENDIX A - HOURLY WAGE & CLASSIFICATION SCHEDULE

Department of Public Works

Classification	Hourly Pay Rate		
	06.30.2011	08.01.2011	07.01.2012
Custodian	\$ 22.89	\$ 23.12	\$ 23.58
Equipment Operator	\$ 26.21	\$ 26.48	\$ 27.00
Laborer	\$ 23.31	\$ 23.55	\$ 24.02
Maintainer	\$ 26.48	\$ 26.75	\$ 27.28
Mason	\$ 26.08	\$ 26.34	\$ 26.87
Mechanic	\$ 26.48	\$ 26.75	\$ 27.28
Recycling Operator	\$ 24.39	\$ 24.64	\$ 25.13
Refuse Driver	\$ 25.78	\$ 26.04	\$ 26.56
Refuse Laborer	\$ 23.95	\$ 24.19	\$ 24.67
Truck Driver	\$ 25.33	\$ 25.58	\$ 26.09
Permanent Part-Time	\$ 15.86	\$ 16.02	\$ 16.34

Water Pollution Control Authority

Classification	Hourly Pay Rate		
	06.30.2011	08.01.2011	07.01.2012
Laborer	\$ 23.80	\$ 24.03	\$ 24.51
Mechanic	\$ 27.86	\$ 28.13	\$ 28.70
Operator I Operator in Training Collection Systems Tech.	\$ 25.47	\$ 25.73	\$ 26.24
Operator II	\$ 28.72	\$ 29.01	\$ 29.59

Department of Parks & Recreation

Classification	Hourly Pay Rate		
	06.30.2011	08.01.2011	07.01.2012
Crew Leader	\$ 25.33	\$ 25.58	\$ 26.09
Park Maintainer II	\$ 22.25	\$ 22.47	\$ 22.92
Park Maintainer I	\$ 20.21	\$ 20.41	\$ 20.82

APPENDIX B

REFUSE/SANITATION & RECYCLING PROGRAM WORKERS

1. On October 1, 1990, the Town established a recycling program. The following items will be recycled:
 - a. Bundled paper or newsprint and magazines (colored, black & white) not to exceed a weight of thirty-five (35) pounds and placed in recycling containers to be provided by the Town to residential dwellings;
 - b. Cardboard or corrugated packaging material flattened and tied to measure not more than 18" x 24" in length and width;
 - c. Glass (emerald, flint and amber), excluding plate glass, safety glass, light bulbs and ceramics;
 - d. Metal containers including tin and/or aluminum cans;
 - e. Plastic containers (PET and HDPE coded 1 and 2); and,
 - f. Anti-freeze and waste motor oil placed into a plastic container (one gallon maximum) with a screw-on lid and sealed close with tape that is placed next to the recycling bin at curbside. .
2. Recycling collection vehicles will precede the refuse packers according to the regular collection schedule. Residents shall be responsible for placing at curbside items acceptable for recycling in a special container, the contents of which shall be placed by the recycling operator into the collection vehicle.
3. There shall be one (1) employee on the rear of the refuse collection vehicle. One (1) employee shall be responsible for the operation of a recycling vehicle and the collection of recyclable material.
4. Pickup will begin at 6:00 a.m. during Eastern Daylight Savings Time (generally between the first Sunday of April and the first Sunday of October) and at 7:00 a.m. during Eastern Standard Time. One (1) mechanic will be assigned to work the same schedule on a rotating basis.
5. There shall be no back tracking on routes on the same day unless special conditions or emergencies exist.
6. In the event of absence, replacement may not be made. .A refuse driver or a refuse laborer may be utilized in other operations in the absence of the other member of the two-man refuse collection crew.
7. The parties agree, at either union or management request, to meet and to discuss any necessary changes in the refuse and recycling programs. The union clearly understands and agrees that employees in the refuse and recycling programs shall not leave work until their assigned collection route has been completed.

Notices will be sent to the public outlining the revised Town of Vernon Residential solid Waste/Recycling collection and Disposal Policy & Regulations, a copy of which will be provided to all employees covered by this agreement.

Any change in the Recycling Program will be provided to employees a minimum of two (2) weeks in advance of the change taking effect.

The Town retains the exclusive right to add or delete items to be accepted in the recycling program and to adjust the regulations at any time, with notification to the Union President and the Union Secretary of any such changes.

Modified At page 59
Appendix F.

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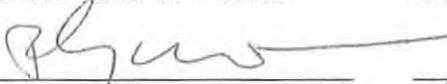
Memorandum of Agreement

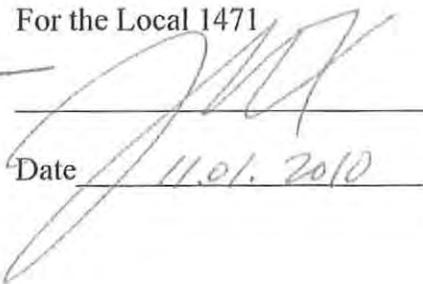
The Town of Vernon ("Town") and Local 1471 AFSCME Council 4 ("Union") agree to the following amendment to Appendix B, Refuse/Sanitation & Recycling Program Workers, of the Collective Bargaining Agreement between the parties (July 1, 2005 - June 30, 2011) until the successor Agreement is negotiated and executed by the Town and the Union:

1. Section (4) of the Appendix B shall be stricken and replaced in its entirety with the following:
"Generally, the pickup shift will begin at 6:00 a.m. and end at 2:30 p.m. Eastern Standard Time. One (1) mechanic will be assigned to work the same schedule on a rotating basis."
2. The Union agrees not to grieve or file a related MPP complaint in connection with the pickup shift, as described above.

For the Town of Vernon

For the Local 1471





Date 11/11/2010

Date 11.01.2010

 →

Appendix C

JOB DESCRIPTIONS

TOWN OF VERNON
Title: Custodian
Department: Public Works

Position Definition:

Performs a variety of custodial and maintenance duties in one or more Town building(s) and ground(s).

General Duties:

Responsible for the maintenance and upkeep of the physical condition of Town building(s) including sweeping, mopping, and waxing of floors; vacuuming of carpeted areas; and dusting and cleaning of surface areas. Collects and disposes of rubbish, cleans lavatory facilities; replaces lavatory supplies; changes light bulbs; maintains inventory of needed tools, supplies and accessories and documents use. May shovel snow or sweep walkways; collects and disposes of litter. May be required to move office furniture. Does related work as required.

Supervised by: Receives primary direction from the Buildings and Grounds Supervisor; however, may be assigned to other supervisors who will make assignments, review completed work and provide instruction as necessary.

Qualifications Profile: Completion of standard grade school course, high school diploma preferred. Thorough knowledge of materials and methods used in building maintenance and cleaning and the use of manual and power cleaning/polishing equipment required. Ability to understand and follow simple oral or written instructions; willingness to perform required duties for an extended period under varying climatic conditions; good physical condition with ability to lift heavy objects; knowledge of occupational hazards and safety precautions; ability to get along with other workers, supervisors and general public; thoroughness and dependability in performing assignments expected.

License or Certificate:

Ability to obtain and maintain a Connecticut Motor Vehicle Operator's license within thirty (30) working days.

NOTE: The above description is illustrative of tasks and responsibilities. It is not meant to be all-inclusive of every task or responsibility.



TOWN OF VERNON
Title: Equipment Operator
Department: Public Works

Position Definition:

Operates one or more types of automotive equipment or moderate to heavy motor equipment requiring considerable skill in manipulating equipment and constant attention to safety of operation in order to prevent accidents.

General Duties:

Drives and operates complex, specialized construction or maintenance motor equipment including, but not limited to, sewer rodder, sewer jet flusher, compressor, backhoe, front-end loader, mechanical sweeper, asphalt paver, roller, grader, or other comparable equipment; operates trucks with snow plow and/or sand or chemical applicator attached during snow removal operations; regularly performs preventative maintenance inspection of assigned vehicles; occasionally services and performs repairs on assigned vehicles.

Additional Duties:

May be assigned from time to time to assist mechanics in repairs or to perform unskilled or semi-skilled laboring tasks as assigned. May instruct drivers or a small crew of laborers at job site; assists in loading and unloading materials and equipment transported. May demonstrate use of heavy equipment to trainees. Does related work as required.

Supervised by: Receives primary supervision and direction from Roads Foreman; however, may be assigned to other supervisors who will make assignments, inspect work and provide instruction as needed.

Qualifications Profile:

Completion of standard grade school course, high school diploma preferred. Considerable experience in the operation of automotive equipment or moderate to heavy motor equipment. Considerable knowledge of motor vehicle regulations and accident prevention practices; skill in the operation of trucks and motor equipment under all types of weather conditions. Ability to read, understand and interpret blueprints and construction grades required. Ability to make minor repairs and adjustments to equipment; mechanical aptitude helpful. Knowledge of occupational hazards and safety precautions. Ability to understand and follow written and oral instructions; willingness to perform required duties for an extended period under varying climatic conditions; good physical condition; ability to get along with other workers, supervisors and general public; thoroughness and dependability in performing assignments expected.

License or Certificate:

Ability to obtain and maintain a Connecticut/CDL Class A Motor Vehicle Operator's license. Maintain with the Town current medical certification record verifying results of physical examination and drug testing.

NOTE: The above description is illustrative of tasks and responsibilities. It is not meant to be all-inclusive of every task or responsibility.

TOWN OF VERNON

Title: Public Works Laborer

Department: Public Works

Position Definition:

Performs general unskilled and semi-skilled manual work which often requires the use of acquired skills including the operation of small equipment.

General Duties:

Sweeps streets, gutters and sidewalks; picks up dead animals, limbs and debris from streets and roads; cuts brush and trees. Shovels snow, gravel and dirt; spreads sand on sidewalks; rakes leaves. Cuts and replaces sod; loams and reseeds lawns; mows lawns with hand power mower. Cleans catch basins following storms; unblocks catch basins and frozen culverts; assists as helper on catch basin cleaning machine; assists Equipment Operator or Truck Driver in use of sewer machine to remove all solid material causing sewer blockages. Prepares surfaces, materials and equipment for painting; applies paint or other protective coating. Works as service man in Town garage, assisting mechanics as assigned. May be assigned to refuse collection from time to time if need arises. Performs custodial duties when necessary. Does related work as required.

Additional Duties:

Performs a variety of other heavy manual work in connection with the maintenance, repair and construction of sidewalks and streets. Installs guardrails and snow fences; mixes mortar and supplies bricks to mason; patches streets and roads; constructs and installs street signs; paints pavement markings; makes, stencils and paints road barricades. Assists in installing and replacing culverts, repairs and maintains bridges. Occasionally services and performs minor repairs on vehicles.

Supervised by:

Receives primary supervision from Roads Foreman; however, may be assigned to other supervisors who will make assignments, review completed work, and provide instruction as necessary.

Qualifications Profile: Some knowledge and experience of a variety of unskilled and semi-skilled manual maintenance and construction tasks. Completion of standard grade school course, high school diploma preferred. Ability to understand and follow simple oral instructions; willingness to perform heavy manual work for an extended period under varying climatic conditions; excellent physical condition; knowledge of occupational hazards and safety precautions; ability to get along with other workers, supervisors and general public; thoroughness and dependability in performing assignments expected.

License or Certificate:

Ability to obtain and maintain a Connecticut Motor Vehicle Operator's license within thirty (30) working days.

NOTE: The above description is illustrative of tasks and responsibilities. It is not meant to be all-inclusive of every task or responsibility.



TOWN OF VERNON
Title: Maintainer I
Department: Public Works

Position Description:

Performs skilled carpentry work in the construction and maintenance of Town buildings; performs a wide variety of maintenance tasks.

General Duties:

Constructs and repairs wooden structures for the Department of Public Works; performs other general building maintenance and repair work as assigned including but not limited to installation of sheet rock and tiling or constructing cabinets; performs small electrical and minor plumbing repairs; picks up stock and materials; makes estimates of materials required for jobs; inspects Town buildings for damage from weather and deterioration; oversees the rigging of scaffolds with a view toward observing safety precautions; paints a variety of materials and surfaces in both interior and exterior areas and equipment; performs minor caulking and roofing tasks. May work in snow removal operations. May instruct one or more laborers. Does related work as required.

Supervised by:

Receives primary direction from Buildings and Grounds Supervisor; however, may be assigned to other supervisors who will make assignments, review completed work and provide instructions as necessary.

Qualifications Profile:

Completion of standard grade school course, high school diploma preferred. Thorough working knowledge of rough and skilled carpentry and standard building maintenance practices, materials and tools. Must provide own set of hand tools to perform routine tasks. Some knowledge of a variety of skilled and semi-skilled maintenance tasks including the basic practices and procedures of painting, electricity and plumbing; thorough knowledge of occupational hazards and safety precautions; ability to rig and work scaffolds. Ability to understand and follow oral and written instructions; ability to read, understand and interpret blueprints; willingness to perform required tasks for an extended period under varying climatic conditions; excellent physical condition; ability to get along with other workers, supervisors and general public; thoroughness and dependability in performing assignments expected.

License or Certificate:

Ability to obtain and maintain a Connecticut Motor Vehicle Class II Operator's license within thirty (30) working days.

NOTE: The above description is illustrative of tasks and responsibilities. It is not meant to be all-inclusive of every task or responsibility.



TOWN OF VERNON

Title: Mason

Department: Public Works

Position Definition:

Performs skilled work as mason in the construction, maintenance and repair of catch basins, manholes, storm and sanitary sewers, retaining walls, sidewalks, concrete floors and other masonry structures.

General Duties:

Rebuilds, constructs, repairs and adjusts catch basins, manholes, storm and sanitary sewers, sidewalks, concrete floors, retaining walls and other masonry structures. Sets concrete forms. May be required to instruct laborers. May be required to work on snow removal. Does related work as required. May be assigned from time to time to perform unskilled or semi-skilled laboring tasks as assigned.

Supervised by:

Receives primary supervision from Roads Foreman; however, may be assigned to other supervisors who will make assignments, review completed work, and provide instruction as necessary.

Qualifications Profile:

Completion of standard grade school course, high school diploma preferred. Ability to read, understand and interpret blueprints and construction grades required. Thorough knowledge of rough and skilled masonry. Must provide own set of masonry tools to perform routine tasks. Some knowledge and experience of a variety of unskilled and semi-skilled manual maintenance and construction tasks. Ability to understand and follow simple oral or written instructions; willingness to perform heavy manual work for an extended period under varying climatic conditions; excellent physical condition; knowledge of occupational hazards and safety precautions; ability to get along with other workers, supervisors and general-public; thoroughness and dependability in performing assignments expected.

License or Certificate:

Ability to obtain and maintain Connecticut/CDL Class B Motor Vehicle Operator's license within thirty (30) working days. Maintain with the Town current medical certification card verifying results of physical examination and drug testing.

NOTE: The above description is illustrative of tasks and responsibilities. It is not meant to be all-inclusive of every task or responsibility.



TOWN OF VERNON
Title: Mechanic
Department: Public Works

Position Definition:

Performs skilled work in the repair or maintenance of a variety of automobiles, trucks, complex motorized equipment and other mechanical devices. Gasoline, diesel engine and hydraulic equipment work required.

General Duties:

Inspects, adjusts and replaces automotive units and parts; installs and repairs safety devices on Town motor vehicles, refuse packers and other small motorized equipment including but not limited to chainsaws, lawn mowers, generators, and wood chippers. Completes preventative maintenance tasks and assists other employees in preventative maintenance tasks. May act as truck driver during snow removal operations. Does related work as required.

Supervised by:

Receives primary supervision and direction from Vehicle and Equipment Maintenance Supervisor; however, may be assigned to other supervisors who will make assignments, review work, and provide instruction as needed.

Qualifications Profile:

Completion of standard grade school course, high school diploma with general shop and auto repair training highly desirable. Considerable experience in the repair and maintenance of automotive equipment or moderate to heavy motor equipment. Considerable knowledge of methods, practices and process of repairing and overhauling automobiles, diesel trucks, and heavy, complex road machinery. Must possess own set of tools, gauges and meters necessary to perform routine repair jobs. Experience with electrical arc welding and oxygen acetylene use expected. Considerable ability in detecting and diagnosing troubles in automotive equipment. Working knowledge of hydraulics. Knowledge of occupational hazards and safety precautions. Mental alertness and good powers of observation; willingness to perform required duties for an extended period under varying climatic conditions or under tight repair deadlines; good physical condition; ability to get along with other workers, supervisors and general public; thoroughness and dependability in performing assignments expected.

License or Certificate:

Connecticut/CDL Class A Motor Vehicle Operator's license or ability to obtain and maintain same within thirty (30) working days. Maintain with the Town current medical certification card verifying results of physical examination and drug testing.

NOTE: The above description is illustrative of tasks and responsibilities. It is not meant to be all inclusive of every task or responsibility.



TOWN OF VERNON
Title: Recycling Operator
Department: Public Works

Position Definition:

Operates one or more types of collection vehicle utilized in the Town recycling program.

General Duties:

Drives and operates a vehicle in connection with the curbside collection and transportation of recyclable items in the Town recycling program to disposition sites. Collects recyclable items from special containers and separates into various compartments on vehicle. Regularly performs preventative maintenance of assigned vehicles; occasionally services and performs minor repairs on assigned vehicles. Does related work as required.

Additional Duties:

May be assigned from time to time to perform unskilled or semi-skilled laboring tasks as assigned; may operate refuse packer, front-end loader, backhoe, sweeper, flusher, catch basin cleaner, paving box and comparable equipment on a part-time, trainee basis. Does related work as required.

Supervised by:

Receives primary supervision and direction from Refuse Foreman; however, may be assigned to other supervisors who will make assignments, inspect work and provide instruction as needed.

Qualifications Profile:

Completion of standard grade school course, high school diploma preferred. Some experience in the operation of automotive equipment or moderate to heavy motor equipment. Knowledge of motor vehicle regulations and accident prevention practices; skill in the operation of trucks and motor equipment under all types of weather conditions. Ability to make minor repairs and adjustments to equipment; mechanical aptitude helpful. Knowledge of occupational hazards and safety precautions. Ability to understand and follow written and oral instructions; willingness to perform required duties for an extended period under varying climatic conditions; good physical condition; ability to get along with other workers, supervisors and general public; thoroughness and dependability in performing assignments expected.

License or Certificate: Ability to maintain a Connecticut/CDL Class B Motor Vehicle Operator's license. Maintain with the Town current medical certification card verifying results of physical examination and drug testing.

NOTE: The above description is illustrative of tasks and responsibilities. It is not meant to be all-inclusive of every task or responsibility.



TOWN OF VERNON

Title: Refuse Truck Driver

Department: Public Works

Position Definition:

Operates one or more types of automotive equipment or moderate to heavy motor equipment.

General Duties:

Drives and operates a refuse packer in connection with the collection and transportation of refuse from the Town to disposition sites. Regularly performs preventative maintenance of assigned vehicles; occasionally services and performs minor repairs on assigned vehicles. Assists Refuse Laborer with routine cleaning and waxing of assigned vehicle. May also perform work of Truck Driver from time to time as needed (drives and operates a motor truck in connection with the transportation of sand, stone, gravel, bituminous asphalt, debris, materials or supplies; operates a light truck in carrying tools, equipment and supplies to and from a repair job site; assists in loading and unloading materials and equipment transported): Operates truck with snow plow and/or sand or chemical applicator attached during snow removal operations from time to time.

Additional Duties:

May be assigned from time to time to perform unskilled or semi-skilled laboring tasks as assigned; may operate front-end loader, backhoe, sweeper, flusher, catch basin cleaner, paving box and comparable equipment on a part-time, trainee basis. Does related work as required.

Supervised by:

Receives primary supervision and direction from Refuse Foreman; however, may be assigned to other supervisors who will make assignments, inspect work and provide instruction as needed.

Qualifications Profile:

Completion of standard grade school course, high school diploma preferred. Considerable experience in the operation of automotive equipment or moderate to heavy motor equipment. Knowledge of motor vehicle regulations and accident prevention practices; skill in the operation of trucks and motor equipment under all types of weather conditions. Ability to make minor repairs and adjustments to equipment; mechanical aptitude helpful. Knowledge of occupational hazards and safety precautions. Ability to understand and follow written and oral instructions; willingness to perform required duties for an extended period under varying climatic conditions; good physical condition; ability to get along with other workers, supervisors and general public; thoroughness and dependability in performing assignments expected.

License or Certificate:

Connecticut/CDL Class B Motor Vehicle Operator's license and ability to obtain and maintain a CDL Class A license within thirty (30) working days. Maintain with the Town current medical certification card verifying results of physical examination and drug testing.

NOTE: The above description is illustrative of tasks and responsibilities. It is not meant to be all-inclusive of every task or responsibility.

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TOWN OF VERNON
Title: Refuse Laborer
Department: Public Works :

Position Definition: Performs general unskilled and semi-skilled manual work.

General Duties:

Assigned to refuse collection. Requires lifting of heavy objects from curbside into back of refuse packer. Assists Refuse Driver in preventative maintenance and routine cleaning of refuse packer. May be assigned to perform duties of Public Works Laborer from time to time as needed (sweeps streets, gutters and sidewalks; picks up dead animals, limbs and debris from streets and roads; cuts brush and trees. Shovels snow, gravel and dirt; spreads sand on sidewalks; rakes leaves. Cuts and replaces sod; loams and reseeds lawns; mows lawns with hand power mower. Cleans catch basins following storms; unblocks catch basins and frozen culverts, assists as helper on catch basin cleaning machine; uses sewer machine to remove all solid material causing sewer blockages. Prepares surfaces, materials and equipment for painting; applies paint or other protective coating. Works as service man in Town garage, assisting mechanics as assigned. Performs custodial duties when necessary. Performs a variety of other heavy manual work in connection with the maintenance, repair and construction of sidewalks and streets. Installs guardrails and snow fences; mixes mortar and supplies bricks to mason; patches streets and roads; constructs and installs street signs; paints pavement markings; makes, stencils and paints road barricades. Assists in installing and replacing culverts, repairs and maintains bridges). Does related work as required.

Supervised by:

Receives primary supervision from Refuse Foreman; however, may be assigned to other supervisors who will make assignments, review completed work, and provide- instruction as necessary.

Qualifications Profile:

Some knowledge and experience of a variety of unskilled and semi-skilled manual maintenance and construction tasks. Completion of standard grade school course, high school diploma preferred. Ability to understand and follow simple oral instructions; willingness to perform heavy manual work for an extended period under varying climatic conditions; excellent physical condition; knowledge of occupational hazards and safety precautions; ability to get along with other workers, supervisors and general public; thoroughness and dependability in performing assignments expected.

License or Certificate:

Ability to obtain and maintain a Connecticut Motor Vehicle Operator's license within thirty (30) working days.

NOTE: The above description is illustrative of tasks and responsibilities. It is not meant to be all-inclusive of every task or responsibility.



TOWN OF VERNON
Title: Truck Driver
Department: Public Works

Position Definition:

Operates one or more types of automotive equipment or moderate to heavy motor equipment.

General Duties:

Drives and operates a motor truck in connection with the transportation of sand, stone, gravel, bituminous asphalt, debris, materials or supplies; operates a light truck in carrying tools, equipment and supplies to and from a repair job site; operates truck with snow plow and/or sand or chemical applicator attached during snow removal operations; regularly performs preventative maintenance of assigned vehicles and equipment; occasionally services and performs minor repairs on assigned vehicles. Assists Laborer in cleaning and waxing of vehicles.

Additional Duties:

May be assigned from time to time as a Refuse Driver or to perform unskilled or semi-skilled laboring tasks as assigned; assists in loading and unloading materials and equipment transported; may operate front-end loader, backhoe, sweeper, flusher, catch basin cleaner, paving box and comparable equipment on a part-time trainee basis. Does related work as required.

Supervised by:

Receives primary supervision and direction from Roads Foreman; however, may be assigned to other supervisors who will make assignments, inspect work and provide instruction as needed.

Qualifications Profile:

Completion of standard grade school course, high school diploma preferred. Considerable experience in the operation of automotive equipment or moderate to heavy motor equipment. Knowledge of motor vehicle regulations and accident prevention practices; skill in the operation of trucks and motor equipment under all types of weather conditions. Ability to make minor repairs and adjustments to equipment; mechanical aptitude helpful. Knowledge of occupational hazards and safety precautions. Ability to understand and follow written and oral instructions; willingness to perform required duties for an extended period under varying climatic conditions; good physical condition; ability to get along with other workers, supervisors and general public; thoroughness and dependability in performing assignments expected.

License or Certificate: Connecticut/CDL Class B Motor Vehicle Operator's license and ability to obtain and maintain a CDL Class A license within thirty (30) working days. Maintain with the Town current medical certification card verifying results of physical examination and drug testing.

NOTE: The above description is illustrative of tasks and responsibilities. It is not meant to be all-inclusive of every task or responsibility.



TOWN OF VERNON

Title: Laborer

Department: Water Pollution Control

Position Definition:

Performs general unskilled or semi-skilled manual work which often involves the use of acquired skills in the operation, repair, and maintenance of the Waste Treatment Facility.

General Duties:

Performs minor maintenance of buildings, grounds and equipment; cleaning of equipment and lubrication of machinery; spreads sand, gravel and dirt; does painting and minor maintenance work on buildings; digs and refills trenches and ditches; cleans storm drains, ditches and culverts; cuts grass and brush; trims trees and shrubs; rakes grass, leaves and trash; cares for lawns and ornamental plantings; removes snow and ice from driveways, sidewalks and equipment; collects and disposes of rubbish; washes and cleans vehicles, tools and equipment; does related work as required.

Supervised by:

Receives general direction from the Assistant Director of Water Pollution Control Department or the Plant Foreman.

Qualifications Profile:

Some knowledge and experience of a variety of unskilled and semi-skilled manual maintenance tasks relating to the operation and maintenance of a waste treatment facility. Completion of standard grade school course, high school diploma preferred. Ability to understand and follow simple oral instructions; willingness to perform heavy manual work for an extended period under varying climatic conditions; excellent physical condition; knowledge of occupational hazards and safety precautions; ability to get along with other workers, supervisors and general public; thoroughness and dependability in performing assignments expected.

License or Certificate:

Ability to obtain and maintain a Connecticut Motor Vehicle Operator's license within thirty (30) working days.

NOTE: The above description is illustrative of tasks and responsibilities. It is not meant to be all-inclusive of every task or responsibility.

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TOWN OF VERNON

Title: Mechanic

Department: Water Pollution Control Position Definition:

Performs general skilled and semi-skilled manual work which implies competence in the operation, repair, and maintenance of a waste treatment plant.

General Duties:

Performs preventative and corrective maintenance and repairs on mechanical and electro-mechanical machinery and equipment. Lubricates equipment and checks for malfunctions. Replaces packing seals in pumps or valves. Replaces bearings in motors, pumps and other equipment. Adjusts bar screens, comminutors, and weir plates. Cleans out pipes and performs other plumbing and pipefitting tasks as required. Uses welding equipment to heat, cut, braze or weld. Performs small electrical and minor plumbing repairs. Installs and sets up new equipment. Assists in keeping maintenance records. Reports all mechanical and maintenance irregularities to immediate supervisor. Performs general maintenance and repair tasks as required.

Supervised by:

Receives general direction from Assistant Director of Water Pollution Control Department or the Plant Foreman.

Qualifications Profile:

Completion of standard grade school course, high school diploma preferred. Considerable ability in plumbing, electrical, motorized equipment and hydraulic repair. Ability to interpret shop drawings and/or plans. Ability to understand and follow simple oral instructions; willingness to perform heavy manual work for an extended period under varying climatic conditions; excellent physical condition; knowledge of occupational hazards and safety precautions; ability to get along with other workers, supervisors and general public; thoroughness and dependability in performing assignments expected.

License or Certificate:

Connecticut/CDL Class B Motor Vehicle Operator's license or ability to obtain and maintain same within thirty (30) working days. Maintain with the Town current medical certification card verifying results of physical examination and drug testing.

NOTE: The above description is illustrative of tasks and responsibilities. It is not meant to be all-inclusive of every task or responsibility.

Town of Vernon

WASTEWATER COLLECTION SYSTEM TECHNICIAN

CLASS CODE: 7212

Effective Date:

BARGAINING UNIT: PW, P&R, WPC

September 22, 2003

SALARY GROUP: PWL 32

SUMMARY: Performs general skilled technical and manual work in the Water Pollution Control Department consistent with acceptable wastewater collection practices in the operation, repair and maintenance of sanitary sewers and related equipment such as pump stations and force mains.

SUPERVISION RECEIVED: Receives primary supervision and direction from the Collection System Foreman, however, may be assigned to other supervisors who will make assignments, inspect work and provide instruction as needed.

EXAMPLES OF DUTIES: Operates sanitary sewer cleaning equipment such as trucks, rodding machines, vacuum trucks, high pressure flushing equipment and video inspection equipment; maintains and inspects sewer manholes, observes variations in operating conditions within the sewer lines, and identifies unusual flow characteristics and obstructions; operates valves and gates either manually or by remote control; starts and stops pumps, engines and emergency generators related to the operation of pumping stations; extracts samples, reads and verifies discharge metering devices and performs routine maintenance functions and custodial duties; researches Call-Before-You-Dig (CBYD) requests for sanitary sewer locations, provides mark-out at construction sites and maintains CBYD files; works in confined spaces and elevated platforms; Responds to emergencies or alarm conditions related to pump stations and any reported blockages or backups within the sanitary sewer system; must be available for emergency call-in at any time; performs other duties as required.

MINIMUM QUALIFICATIONS REQUIRED

KNOWLEDGE, SKILL AND ABILITY: General knowledge of waste treatment plant and collection functions; knowledge of mechanical principles; knowledge of occupational hazards and safety precautions; the ability to understand and follow oral and written oral instructions, the ability to communicate verbally and in writing; the ability to read and interpret maps and sewer system drawings; the ability to work effectively with supervisors, staff and general public; the ability to perform heavy manual work for an extended period under varying climatic conditions; excellent physical condition; the ability and willingness to learn new skills and increase capabilities as may be required by local, state or federal



WASTEWATER COLLECTION SYSTEM TECHNICIAN

Page 2 September 22, 2003

regulatory agencies; the ability to be thorough and dependable in performing assignments.

EXPERIENCE AND TRAINING:

Requires a high school diploma or certificate from an accredited vocational school, and two years of experience in wastewater collection or processing, or an associate degree in a related field, or an equivalent combination of experience and training.

LICENCE OR CERTIFICATE:

Must possess (or obtain within 30 working days) a Connecticut CDL Class B Motor Vehicle Operator's license and maintain with the Town, a current medical certification card verifying results of physical examination and drug testing; must successfully complete the California State University at Sacramento Wastewater Collection System Courses, Volume I and Volume II, or the equivalent; must obtain a Grade II Collection System Operators Certificate from the New England Water Environment Association within twenty-four months of employment with the Town, and keep this certificate valid.

WWCSTech/Job Disc file/7/22/03



TOWN OF VERNON
Title: Class I WPC Operator in Training
Department: Water Pollution Control

CLASS CODE: TBA

BARGAINING UNIT: PW, WPC, P&R Line

SALARY GROUP: Hourly

Effective Date: December 1, 2009

SUMMARY: Performs general unskilled or semi-skilled manual work consistent with acceptable wastewater treatment plant practices, which often involves the use of acquired skills in the operation, repair, and maintenance of the Water Pollution Control ("WPC") Facility. This is a technical and scientific position that requires continuing education during employment in the field.

SUPERVISION RECEIVED: Receives general direction from the Assistant Director of WPC and/or Plant Foreman.

SUPERVISION EXERCISED: None

EXAMPLES OF DUTIES: Operates wastewater treatment, sludge processing and disposal equipment to control flow and processing of wastewater, sludge and effluent. Monitors gauges, meters and control panels. Observes variations in operating conditions, recognizes process upsets and identifies critical conditions in unit process. Interprets meter and gauge readings and test results to determine processing requirements. Operates valves and gates either manually or by remote control: starts and stops pumps, engines and generators to control the adjust flow and treatment processes. Performs mixing of any chemicals as required for the treatment process. Maintains shift log, records meter and gauge readings. Extracts samples and performs routine maintenance functions and custodial duties. Operates and maintains power generating equipment and thermal sludge processing equipment, and other items necessary for proper unit process function. Performs all duties relating to the maintenance of pump stations, and all other assigned tasks, as required. Some duties may be performed with general guidance from assigned Class II WPC Operator(s).

MINIMUM QUALIFICATIONS REQUIRED

KNOWLEDGE, SKILL AND ABILITY:

Must be able to speak, read, and write the English language to the extent deemed necessary to perform the duties of the position. Individuals hired must achieve a certification as Class I WPC Operator within one (1) year of hire; participate in continuing education; study journals in the field of wastewater treatment; become members of the Connecticut Water Pollution Abatement Association; and are expected to achieve a certification as Class II WPC Operator within three (3) years of hire, Class III WPC Operator within four (4) years of hire, and Class IV WPC Operator during the tenure at the WPC Facility, as specified by the Connecticut Wastewater Operator Certification Guidelines.

TOWN OF VERNON

Title: Class I WPC Operator in Training

Department: Water Pollution Control

EXPERIENCE AND TRAINING:

Must have Class I WPC Operator in Training Certificate from the Connecticut State Department of Environmental Protection ("DEP"). At minimum, requires a high school diploma or GED, and 9 Continuing Education Units ("CEU's") – Sacramento Vol. 1, and successful passage of Connecticut Class I WPC Operator Examination. Preferably, has Associate in Science Degree in Microbiology, Science or a related field and two (2) years of responsible work experience, or an equivalent combination. A related Bachelor of Science Degree may be substituted for an Associate Degree and two years of experience, under the preferred experience and training requirement.

PHYSICAL EXERTION AND ENVIRONMENTAL CONDITIONS:

Must be mobile, able to push, pull and lift objects of more than 50 lbs and stand for prolonged periods. Must work in confined spaces such as manholes, pump stations, and pump pits. May be exposed to blood, body tissues, fluids, sewage, grease, oil, and odors, high humidity, water, all indoor and outdoor seasonal temperatures, loud noises, electrical hazards and other poisonous substances such as chlorine.

LICENSE AND CERTIFICATION:

Must obtain, within one (1) year of hire, and maintain a Connecticut Commercial Driver's License (CDL) Class B. Must also maintain a current medical certification card verifying the results of physical examination and drug testing. Within one (1) year of hire, must achieve a certification as Class I WPC Operator, and is expected to achieve a certification as Class II WPC Operator within three (3) years of hire, Class III WPC Operator within four (4) years of hire, and Class IV WPC Operator during the tenure at the WPC Facility. Under extenuating circumstances, Director of WPC may grant an extension of up to one (1) year for the completion of each of the WPC Operator certifications.

NOTE: The above description is illustrative of tasks and responsibilities. It is not meant to be all-inclusive of every task and responsibility.

Historical Record:

This job description is based on the one in effect and in the labor contract on July 1, 2005. It has been updated to this format, including current duties and minimum qualification requirements.

TOWN OF VERNON

Title: Operator I

Department: Water Pollution Control

Position Definition:

Performs general unskilled or semi-skilled manual work consistent with acceptable wastewater treatment plant practices which often involves the use of acquired skills in the operation, repair, and maintenance of the Waste Treatment Facility.

General Duties:

Working together with Operator II, operates wastewater treatment, sludge processing and disposal equipment to control flow and processing of wastewater, sludge and effluent. Monitors gauges, meters and control panels. Observes variations in operating conditions, recognizes process upsets and identifies critical conditions in unit process. Interprets meter and gauge readings and test results to determine processing requirements. Operates valves and gates either manually or by remote control; starts and stops pumps, engines and generators to control and adjust flow and treatment processes. Performs mixing of any chemicals as required for the treatment process. Maintains shift log, records meter and gauge readings. Extracts samples and performs routine maintenance functions and custodial duties. Operates and maintains power generating equipment and incinerators and other items necessary for proper unit process function. Performs all duties relating to the maintenance of pump stations.

Supervised by:

Receives general direction from Assistant Director of Water Pollution Control Department or Plant Foreman.

Qualifications Profile:

Completion of standard high school course, diploma or equivalency required. Considerable knowledge and experience in the operation and maintenance of a waste treatment plant. Ability to obtain necessary certification as required by the state Department of Environmental Protection. Training position for future Operator II position, Ability to understand and follow simple oral instructions; willingness to perform heavy manual work for an extended period under varying climatic conditions; excellent physical condition; knowledge of occupational hazards and safety precautions; ability to get along with other workers, supervisors and general public; willingness to learn new skills and to increase capabilities; thoroughness and dependability in performing assignments expected.

License or Certificate:

Ability to obtain and maintain a Connecticut/CDL Class B Motor Vehicle Operator's license within thirty (30) working days. Maintain with the Town current medical certification card verifying results of physical examination and drug testing.

NOTE: The above description is illustrative of tasks and responsibilities It is not meant to be all- inclusive of every task or responsibility.

TOWN OF VERNON

Title: Operator II

Department: Water Pollution Control

Position Definition:

Performs general semi-skilled manual work consistent with acceptable wastewater treatment plant practices which often involves the use of acquired skills in the operation, repair, and maintenance of the Wastewater Treatment Facility.

General Duties:

Operates wastewater treatment, sludge processing and disposal equipment to control flow and processing of wastewater, sludge and effluent. Monitors gauges, meters and control panels. Observes variations in operating conditions, recognizes process upsets and identifies critical conditions in unit process. Interprets meter and gauge readings and test results to determine processing requirements. Operates valves and gates either manually or by remote control; starts and stops pumps, engines and generators to control and adjust flow and treatment processes. Performs mixing of any chemicals as required for the treatment process. Maintains shift log, records meter and gauge readings. Extracts samples and performs routine maintenance functions and custodial duties. Operates and maintains power generating equipment and incinerators and other items necessary for proper unit process function. Performs all duties relating to the maintenance of pump stations.

Supervised by:

Receives general direction from Assistant Director of Water Pollution Control Department or the Plant Foreman.

Qualifications Profile:

Completion of standard high school course, diploma or equivalency required. Considerable knowledge and experience in the operation and maintenance of a waste treatment plant. Ability to obtain Class II certification within twelve (12) months as required by the State Department of Environmental Protection. Ability to understand and follow simple oral instructions; willingness to perform heavy manual work for an extended period under varying climatic conditions; excellent physical condition; knowledge of occupational hazards and safety precautions; ability to get along with other workers, supervisors and general public; willingness to learn new skills and increase capabilities; thoroughness and dependability in performing assignments expected.

License or Certificate:

Ability to obtain and maintain a Connecticut/CDL Class B Motor Vehicle Operator's license within thirty (30) working days. Maintain with the Town current medical certification card verifying results of physical examination and drug testing.

NOTE: The above description is illustrative of tasks and responsibilities. It is not meant to be all-inclusive of every task or responsibility.



TOWN OF VERNON
Title: Park Maintainer I
Department: Parks & Recreation

Definition:

Performs skilled and semi-skilled work in the construction, installation, repair, and maintenance of parks, grounds, pools, and recreational areas or facilities; and operates and maintains maintenance equipment.

General Duties.:

Receives oral or written instructions from Park Maintenance Supervisor, who reviews work in progress. Carries out work according to standard procedures and regulations. Participates in the preparation of vehicles and equipment, loading of materials, and positioning of equipment as needed. Utilizes hand tools and power equipment to complete assigned tasks. Performs manual work in the removal of trees, leaves, brush or refuse and in the installation or replacement of benches, fences, posts, rails, signs or park and recreational equipment. Uses hand tools to plant and care for trees, shrubs, and flowers. Operates truck, back hoe, tractors, mowing machinery, and other equipment to maintain fields and recreational areas. Grades, fertilizes, seeds, and lines athletic fields. Cleans and maintains vehicles and equipment, including servicing with fuel, lubricants, and accessories. Observes performance of equipment during operation and reports malfunction to supervisor. Assists in the opening, maintenance, repair, and closing of Town pools. Reports tasks accomplished verbally to supervisor.

Additional Duties:

Performs lead work during summer months. Performs semi-skilled tasks in the repair and maintenance of recreational facilities and equipment, including rough carpentry, painting, and minor plumbing repairs. Operates spraying equipment under supervision. Participates in snow removal operations as needed.

Supervised by:

Receives general supervision from Park Maintenance Supervisor.

Qualifications Profile:

Completion of standard grade school course, high school diploma preferred, with two (2) years of park maintenance experience. Ability to install, maintain and repair park and recreation facilities. Ability to operate equipment utilized in maintenance operations. Knowledge of motor vehicle regulations, accident prevention practices, occupational hazards, and safety precautions. Ability to recognize the need for vehicle repairs and maintenance and to make minor repairs and adjustments to equipment. Ability to understand and to follow written, diagrammatic and oral instructions. Willingness to perform required duties for an extended period under varying climatic conditions; good physical condition. Ability to get along with other workers, supervisors and general public; thoroughness and dependability in performing assignments expected

License or Certificate:

Ability to maintain a Connecticut/CDL Class B Motor Vehicle Operator's license. Maintain with the Town current medical certification card verifying results of physical examination and drug testing.

NOTE:

The above description is illustrative of tasks and responsibilities. It is not meant to be all-inclusive of every task or responsibility.



TOWN OF VERNON

Title: Park Maintainer II
Department: Park & Recreation

Definition: Works independently in the construction, installation, repair, and maintenance of parks, grounds, pools, and recreational areas or facilities; and operates and maintains maintenance equipment.

General Duties:

Receives oral instructions from Park Maintenance Supervisor. Carries out work according to standard procedures. Participates in the preparation of vehicles and equipment, loading of materials, and positioning of equipment as needed Utilizes both hand tools and power equipment to complete assigned tasks. Performs manual work in the removal of trees, leaves, brush or refuse and in the installation or replacement of benches, fences, posts, rails, signs or park and recreational equipment. Uses hand tools to plant and care for trees, shrubs, and flowers. Operates truck, back hoe, tractors, mowing machinery, and other equipment to maintain fields and recreational areas. Grades, fertilizes, seeds, and lines athletic fields. Cleans and maintains vehicles and equipment, including servicing with fuel, lubricants, and accessories. Observes performance of equipment during operation and reports malfunction to supervisor. Assists in the opening, maintenance, repair, and closing of Town pools. Repairs and maintains irrigation equipment. Follows standard safety procedures and regulations. Reports tasks accomplished verbally to supervisor.

Additional Duties:

Performs lead work during summer months. Performs semi-skilled tasks in the repair and maintenance of recreational facilities and equipment, including rough carpentry, painting, and minor plumbing repairs. Operates spraying equipment. Participates in snow removal operations as needed.

Supervised by:

Receives general supervision from Park Maintenance Supervisor.

Qualifications Profile:

Completion of standard grade school course, high school diploma preferred, with three (3) years of park maintenance experience. Ability to install, maintain and repair park and recreation facilities. Ability to operate equipment utilized in maintenance operations. Knowledge of motor vehicle regulations, accident prevention practices, occupational hazards, and safety precautions. Ability to recognize the need for vehicle repairs and maintenance and to make minor repairs and adjustments to equipment. Ability to understand and to follow written, diagrammatic and oral instructions. Willingness to perform required duties for an extended period under varying climatic conditions; good physical condition. Ability to get along with other workers, supervisors and general public; thoroughness and dependability in performing assignments expected.

License or Certificate: Ability to maintain a Connecticut/CDL Class B Motor Vehicle Operator's license. Maintain with the Town current medical certification card verifying results of physical examination and drug testing.

NOTE: The above description is illustrative of tasks and responsibilities. It is not meant to be all-inclusive of every task or responsibility.



TOWN OF VERNON

CREW LEADER

CLASS CODE: 5239

Effective Date:

BARGAINING UNIT: PW, P&R, WPC LINE

SALARY GROUP: Graduated to Truck Driver Rate

January 1, 2005

SUMMARY: Works independently in the construction, installation, repair and maintenance of parks, grounds, pools, and recreational areas or facilities; and operates and maintains equipment.

SUPERVISION RECEIVED: Receives general supervision from the Park Maintenance Supervisor.

SUPERVISION EXERCISED: This is a working lead position. Trains workers in job tasks and in use of equipment, materials, and safety procedures. Reviews work and assigns workers and equipment as needed.

EXAMPLES OF DUTIES: Performs lead work with others and may work independently. Works according to standard procedures and regulations including safety procedures. Participates in the maintenance of vehicles and equipment, loading of materials, and positioning of equipment. Utilizes both hand tools and power equipment. Performs manual work in the removal of trees, leaves, brush, refuse and in the installation or replacement of benches, fences, posts, rails, signs or park and recreational equipment. Plants and cares for trees, shrubs, and flowers. Operates truck, backhoe, tractors, mowing machinery, and other equipment to maintain fields and recreational areas. Grades, fertilizes, seeds, and lines athletic fields. Cleans and maintains vehicles and equipment. Observes performance of equipment. Reports tasks accomplished and problems that need to be addressed to supervisor. Assists in the opening, maintenance, repair and closing of Town pools. Performs other duties as assigned. OCCASIONAL DUTIES: Performs semi-skilled and skilled tasks in the repair and maintenance of recreational facilities and equipment, including rough and finished carpentry, painting, maintenance related welding, fabricating and minor plumbing repairs. Maintains records, inventories, and purchases as assigned. Operates spraying equipment. Participates in snow removal operations as needed.

CREW LEADER

Page 2 January 1, 2005

MINIMUM QUALIFICATIONS REQUIRED

KNOWLEDGE, SKILL, AND ABILITY:

Knowledge of motor vehicle regulations, accident prevention practices, occupational hazards, and safety precautions. Skill in the operation of equipment utilized in maintenance operations. Ability to install, maintain and repair park and recreation facilities. Ability to learn the operations of all Park and Recreation programs. Ability to recognize the need for repairs and maintenance and to make minor repairs and adjustments to equipment. Ability to understand and to follow written, diagrammatic and oral instructions. Willingness to perform required duties for an extended period under varying climatic conditions; good physical condition. Ability to get along with other workers, supervisors and the general public; the ability to be dependable and thorough in performing assignments.

EXPERIENCE AND TRAINING:

Requires a high school diploma and with five (5) years of park maintenance experience, or an equivalent combination.

LICENSE OR CERTIFICATE: Requires a current Connecticut Motor Vehicle Operator's license. Must maintain a current medical certification card verifying the results of physical examination and drug testing.

NOTE: The above description is illustrative of tasks and responsibilities. It is not meant to be all-inclusive of every task or responsibility.

Historical Record:

This job description was established, effective on January 1, 2005, based on Park Maintainer, with .66 per hour increments for four years to bring this wage up to the amount of Truck Driver, (salary grade PW Line 0010).

CREWLEADER/JobDescription file 8/29/05

Town of Vernon

PART TIME LABORER

CLASS CODE: 4651 Effective Date:
BARGAINING UNIT: Public Works Line
SALARY GROUP: Hourly July 1, 2005

SUMMARY: Works at the Transfer Station or at the Public Works Vehicle Garage to receive brush, bulky items, wood, metals, old appliances, tires, and other items brought in to be recycled; Assists mechanics, maintains parts inventory, inputs data entry, and recycles freon.

SUPERVISION RECEIVED: Receives general supervision and oral or written instruction from the Public Works Supervisors and Foremen or other assigned personnel.

GENERAL DUTIES: Opens the Transfer Station and prepares it for operation; Answers questions from the residents; Prepares and maintain logs and files as needed; Provides technical or regulatory information to residents and assists them; Receives questions and complaints from residents; Compiles and coordinates data for action by supervisor; Writes reports and correspondence as needed; Performs other duties as assigned. Monitors and tracks residents entering the facility and direct to proper disposal stations; Assists residents with unloading items when necessary; Separates bulky materials; Safely removes valves from propane containers; Operates electric and gas powered equipment; picks up and buries dead animals; Will crush oil filters, Put away parts, Drive town vehicles for pickup of parts, employees, and other vehicles. Responsible for the operation and maintenance of the physical condition of Town property which includes but is not limited to, sweeping; preparing surfaces, material and equipment for painting; applying paint or other protective coating. Requires lifting of heavy objects; trimming brush; mowing grass; shoveling snow, mulch, gravel, dirt and raking leaves. May be required to handle cash for Transfer Station Permits. May be assigned to other Public Works duties. These examples are illustrative of the tasks and responsibilities required for this position and are not meant to be inclusive.

KNOWLEDGE, SKILL AND ABILITY: Knowledge of recycling rules and regulations and the ability to convey information to residents; Knowledge of occupational hazards and safety precautions; Thoroughness and dependability in performing assignments; Ability to perform basic arithmetic computations; Ability to organize and maintain records of materials for recycling and shipping; Ability to deal effectively and in a diplomatic manner with Town employees, supervisors and residents; Willingness to perform heavy manual work for an extended period of time in all types of weather, including heat, cold, rain and snow; Knowledge and experience with personal computers, organizing in numerical sequence and general automotive knowledge.

Page 2

PART TIME LABORER

July 1, 2005

EXPERIENCE AND TRAINING: Graduation from high school is preferred with some knowledge and experience in semi-skilled work and knowledge of Public Works functions, and at least two (2) years of construction, labor, or related work experience, knowledge of general automotive. Must be able to acquire and maintain the following: respirator clearance as per OSHA 29 CFR part 1910-341 requirements, CT Drivers License; license to remove freon, Connecticut DEP Solid Waste Transfer Station certification.

PHYSICAL EXERTION AND ENVIRONMENTAL CONDITIONS: Performs a variety of heavy manual work outdoors in all types of weather including heat, cold, rain, and snow; Some stress is involved in public contact.

HISTORICAL RECORD:

This job description is effective July 1, 2005 according to a Memo of Agreement with Local 1471 of AFSCME Council 4, representing Line employees in the Departments of Public Works, Water Pollution Control, and Parks & Recreation.

PtLaborer72505/Job Description file/8/29/05

APPENDIX D

**MEMORANDUM OF AGREEMENT
BETWEEN THE TOWN OF VERNON
AND LOCAL 1471 OF THE
AMERICAN FEDERATION OF STATE, COUNTY & MUNICIPAL EMPLOYEES
WITNESSETH**

WHEREAS, the Town of Vernon, Connecticut restated and amended the Town of Vernon Pension Plan effective January I, 1993; and '

WHEREAS, for purposes of qualifying the "pick-up" of employee contributions under Section 414(h) (2) of the Internal Revenue code for employees of Local 1471 of the American Federation of State, County & Municipal Employees, certain clarifications are required; and

WHEREAS, Article II, Section 7(a) of the Plan states that participation in the Plan is mandatory for each employee and is a term and condition of continued employment; and.

WHEREAS, on September 14, 1995, employees who are members of Local 1471 of the American Federation of State, county & Municipal Employees approved the Section 414(h) (2) "pick-up" plan feature; and

WHEREAS, employees desire to have the Employer "pick-up" the Participant Contributions and the amounts "picked-up" by the Employer on behalf of the Participant be excluded from the participant's gross income or Federal income tax purposes; and

WHEREAS, it is intended that such "pick-up" of Participant Contributions by the Employer shall be in accordance with the provisions of Section 414(h) (2) of the Internal Revenue code and that the contributions so "picked-up" shall thereupon be deemed Employer contributions, and said contributions to be excluded from the Participant's gross income for Federal income tax purposes.

NOW, THEREFORE, BE IT RESOLVED, that, effective January I, 1996, the Town of Vernon, Connecticut shall be deemed to contribute to the Town of Vernon Pension Plan the amounts required under said Plan to be contributed by employees, provided said "pick-up" is approved as a valid application of the provisions of Section 414(h) (2) of the Internal Revenue code.

FOR THE TOWN OF VERNON

FOR LOCAL 1471 OF THE AMERICAN
FEDERATION OF STATE, COUNTY & MUNICIPAL
EMPLOYEES

David B. Ogle
Acting Town Administrator

Walter A. Dimmock, President

Joe Grabinski, Mayor

Helene H. Shay
Area Coordinator

Executed this day of



APPENDIX E

Supplemental Agreement No.1

**between
The Town of Vernon
and
Local 1471 of Council 4
AFSCME, AFL-CIO**

The Department of Public Works and AFSCME Local 1471 shall establish a committee, comprised of both DPW management and Union members, to cooperate in developing experimental programs to determine the feasibility of establishing alternative work schedules such as flex-time. Such flex-time shall be during the annual period designated as Daylight Savings time.

Implementation of such experimental programs shall be by mutual agreement between the Town and the Union.

Implementation, evaluation and continuation of flex-time programs shall be a subject for this flex-time committee.

This Agreement shall remain in effect for the life of this contract and shall only be altered by mutual agreement between the Town and the Union.

**For the Town
Joe Grabinski, Mayor**

**For the Union
Walter A. Dimmock, President**

**David B. Ogle
Acting Town Administrator**

**Helene H. Shay
Area Coordinator**



7:10 MAR 4 5:50PM

Memorandum of Agreement

The Town of Vernon ("Town") and AFSCME Local 1471 ("Union") agree to the following within the scope of the implementation of the DPW automated refuse and recycling collection proposals:

1. The Town agrees to no layoffs, demotions or reductions in pay in the refuse and recycling divisions due to the implementation of these proposals.
2. The Town will authorize the use of its equipment for CDL training and testing for any DPW employee who seeks to obtain such license. The Town will pay for the mechanic's time to accompany the applicant on test day. Understanding this is a valuable and portable benefit, all applicants will train on their own time, be responsible for securing a licensed DPW employee to volunteer their time to accompany them as a trainer; and will be responsible for all fees and costs to obtain such license on their own time, using approved and available leave. This benefit will be made available to any employee who transfers to DPW from other departments, and the parties agree to discuss in the future the availability of such benefit to other members of the Union.
3. The Town will provide at no cost and during the working hours the required training on the new Automated Side Loader equipment.
4. The primary backup is an assignment for an existing refuse or recycling driver, and such employee will be paid the correct wage for such work within the existing classification.
5. The Union agrees not to grieve or file a related MPP complaint in connection with the implementation of the DPW automated refuse and recycling collection proposals.



 Union President



 Town Administrator



 Union Representative



Memorandum of Agreement

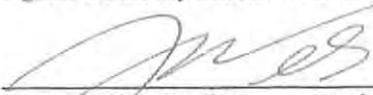
The Town of Vernon ("Town") and AFSCME Local 1471 ("Union") have come to the following Agreement regarding the establishment and implementation of the Apprentice Operator Program ("Program") at the Water Pollution Control Authority ("WPCA") in Vernon.

1. This Program is established pursuant to the settlement of Case № MPP-28086 and the related grievance, Case № 2010-A-0103.
2. The Town will create and implement the Program no later than April 8, 2010, with the estimated effective date of February 1, 2010, as follows:
 - (a) Pursuant to the Connecticut Wastewater Operator Certification Guidelines, § 22a-146-4(c)(5), the Town will create and the Union will accept a position of Class I Operator in Training, or apprentice, to accept applications from available candidates who meet all of the requirements for such certification except for the minimum operating experience at a WPCA facility.
 - (b) The Town will adopt and the Union will accept the Class I WPCA Operator in Training Job Description based on the existing Class I WPCA Operator job description with the corresponding Class I WPCA Operator salary schedule currently in force per the collective bargaining agreement, subject to Art. XI, § 11.2 (g). (see Exhibit 1).
 - (c) As per the graduated certification requirements inherent in the Program, the Town shall create two additional job descriptions – for Class III and IV WPCA Operator positions – in the next four (4) years, as needed. Positions descriptions and salary schedules for such positions shall be subject to bargaining with the Union.
3. The Town will make every effort to fill currently vacant Class II WPCA Operator positions with qualified Class I Operator in Training candidates, under the current collective bargaining agreement, no later than April 8, 2010.
4. This Agreement is in full satisfaction of the above referenced settlement, and the Union agrees to not file a grievance or unfair labor practice regarding these vacancies that the Town is or will be making every effort to fill through the Program.
5. This Agreement does not establish a past practice or precedent between the parties and shall not be presented in any forum except to enforce the terms of the Agreement.



James Tedford, Union President

01/13/09
Date



Jason Wells, Staff Representative

01.13.09
Date



John D. Ward, Town Administrator

2/2/10
Date

TOWN OF VERNON
Title: Class I WPC Operator in Training – DRAFT
Department: Water Pollution Control

Exhibit 1

CLASS CODE: TBA

BARGAINING UNIT: PW, WPC, P&R Line

SALARY GROUP: Hourly

Effective Date: February 1, 2010

SUMMARY: Performs general unskilled or semi-skilled manual work consistent with acceptable wastewater treatment plant practices, which often involves the use of acquired skills in the operation, repair, and maintenance of the Water Pollution Control (“WPC”) Facility. This is a technical and scientific position that requires continuing education during employment in the field.

SUPERVISION RECEIVED: Receives general direction from the Assistant Director of WPC and/or Plant Foreman.

SUPERVISION EXERCISED: None

EXAMPLES OF DUTIES: Operates wastewater treatment, sludge processing and disposal equipment to control flow and processing of wastewater, sludge and effluent. Monitors gauges, meters and control panels. Observes variations in operating conditions, recognizes process upsets and identifies critical conditions in unit process. Interprets meter and gauge readings and test results to determine processing requirements. Operates valves and gates either manually or by remote control: starts and stops pumps, engines and generators to control the adjust flow and treatment processes. Performs mixing of any chemicals as required for the treatment process. Maintains shift log, records meter and gauge readings. Extracts samples and performs routine maintenance functions and custodial duties. Operates and maintains power generating equipment and thermal sludge processing equipment, and other items necessary for proper unit process function. Performs all duties relating to the maintenance of pump stations, and all other assigned tasks, as required. Some duties may be performed with general guidance from assigned Class II WPC Operator(s).

MINIMUM QUALIFICATIONS REQUIRED

KNOWLEDGE, SKILL AND ABILITY:

Must be able to speak, read, and write the English language to the extent deemed necessary to perform the duties of the position. Individuals hired must achieve a certification as Class I WPC Operator within one (1) year of hire; participate in continuing education; study journals in the field of wastewater treatment; and are expected to achieve a certification as Class II WPC Operator within three (3) years of hire, Class III WPC Operator within four (4) years of hire, and Class IV WPC Operator during the tenure at the WPC Facility, as specified by the Connecticut Wastewater Operator Certification Guidelines; and become members of the Connecticut Water Pollution Abatement Association.

TOWN OF VERNON

Exhibit 1

Title: Class I WPC Operator in Training – DRAFT

Department: Water Pollution Control

EXPERIENCE AND TRAINING:

Must have Class I WPC Operator in Training Certificate from the Connecticut State Department of Environmental Protection (“DEP”). At minimum, requires a high school diploma or GED, and 9 Continuing Education Units (“CEU’s”) – Sacramento Vol. 1, and successful passage of Connecticut Class I WPC Operator Examination. Preferably, has Associate in Science Degree in Microbiology, Science or a related field and two (2) years of responsible work experience, or an equivalent combination. A related Bachelor of Science Degree may be substituted for an Associate Degree and two years of experience, under the preferred experience and training requirement.

PHYSICAL EXERTION AND ENVIRONMENTAL CONDITIONS:

Must be mobile, able to push, pull and lift objects of more than 50 lbs and stand for prolonged periods. Must work in confined spaces such as manholes, pump stations, and pump pits. May be exposed to blood, body tissues, fluids, sewage, grease, oil, and odors, high humidity, water, all indoor and outdoor seasonal temperatures, loud noises, electrical hazards and other poisonous substances such as chlorine.

LICENSE AND CERTIFICATION:

Must obtain, within one (1) year of hire, and maintain a Connecticut Commercial Driver’s License (CDL) Class B. Must also maintain a current medical certification card verifying the results of physical examination and drug testing. Within one (1) year of hire, must achieve a certification as Class I WPC Operator, and is expected to achieve a certification as Class II WPC Operator within three (3) years of hire, Class III WPC Operator within four (4) years of hire, and Class IV WPC Operator during the tenure at the WPC Facility. Under extenuating circumstances, Director of WPC may grant an extension of up to one (1) year for the completion of each of the WPC Operator certifications.

NOTE: The above description is illustrative of tasks and responsibilities. It is not meant to be all-inclusive of every task and responsibility.

Historical Record:

This job description is based on the one in effect and in the labor contract on July 1, 2005. It has been updated to this format, including current duties and minimum qualification requirements.

APPENDIX H

MEMORANDUM OF AGREEMENT

The Town of Vernon, hereby the "Town", and AFSCME Council 4 Local 1471, hereby the "Union", agree to settle issues related to the Water Pollution Control Authority (WPCA) twenty-four/seven (24/7) on call position as listed in contract Article 15:

1. The parties agree that the twenty-four/seven (24/7) on call operator, if required, shall be the first point of contact by management for all call-ins related to unscheduled work requirements of the WPCA and its responsibilities after regular working hours.
2. For the purpose of this Agreement, unscheduled shall be defined as a situation as determined by management, requiring the need of employee personnel for unplanned or unforeseen situations regarding the WPCA and its responsibilities.
3. For the purpose of this Agreement, after hours shall be defined as after 3:30 pm or before 7:00 am Monday through Friday, all hours of Saturday and Sunday, and all holidays.
4. Scheduled overtime shall be filled by the overtime equalization list.
5. Scheduled overtime shall be defined by management as incident(s) or situations requiring the need of employee personnel for planned or foreseen incidents regarding the WPCA and its responsibilities or events that require additional working hours that are reported during the regular work day which may be performed after working hours.
6. All hours worked by the twenty-four /seven (24/7) on call operator shall not count towards the equalization of overtime as required in the Collective Bargaining Agreement as defined in section 4.3 D.
7. Should the Town need additional personnel to help the twenty-four/seven (24/7) on call operator, then the Town will default to the existing contract language ~~per section 12.7~~, where the hours worked by the additional personnel shall be recorded on the overtime equalization list ~~per the same section 12.7~~.
8. Employees assigned as the twenty-four/seven (24/7) on call operator shall call in each day when absent from work.

It is understood and agreed to that when the circumstance occurs where the regularly scheduled on call operator calls in sick or is otherwise unavailable, the on call Operator with the highest seniority shall be given the first opportunity to be on call. If he refuses, it shall continue to the least senior on call operator who is routinely part of the on call rotation and that employee shall be on call of the absence.

9. Employees assigned as the twenty-four/seven (24/7) on call operator shall retain on their person for the entire day or days that they are performing the duties of the twenty-four/seven (24/7) on call operator, a Town issues pager and/or Town issued cell phone, as applicable.

10. It shall be the twenty-four/seven (24/7) on call operator's responsibility to make sure that the Town issued equipment in paragraph 9 is in working order and report to management when it is not. Upon switching a rotation, both operators will sign off verifying that the phone and pager are functioning properly to the best of their knowledge.

11. It is understood and agreed that if an incident or situation occurs near the end of the normal workday, management has the right to determine that the twenty-four/seven (24/7) on call operator can be the operator asked to respond to the situation.

For The Town



Date 11/6/09

For The Union



Date 11.03.09



SUMMARY OF BENEFITS

Your CIGNA HealthCare Open Access Plus plan



Features that Add Value

- Your plan offers the convenience of **referral-free access** to doctors, and the option to select a **personal Primary Care Physician (PCP)** as your source for routine care and guidance when you need specialized care. As your needs change, so may your choice of doctors. That's why you can change your PCP for any reason.
- The CIGNA HealthCare 24-Hour Health Information LineSM connects you to **trained nurses** and a **library** of hundreds of recorded programs on important health topics 24 hours a day, seven days a week, from anywhere in the U.S.
- **CIGNA Healthy Rewards[®]** includes special offers on health and wellness programs and services often not covered by many traditional benefits plans. Just call 1.800.870.3470 or visit our web site at www.cigna.com.
- **CIGNA Behavioral Advantage** emphasizes the mind-body connection. The program provides support from medical and mental health case managers, as well as a number of tools and resources, to help you take control of your health and wellness.

Quality Service Is Part of Quality Care

- **Service** is at the heart of everything we do. Our goal is to give you: fast, accurate answers; responsive, courteous and professional assistance; and ease and convenience in finding the information you need to manage your health.
- **www.cigna.com** – Visit our **interactive Web site** to learn more about your plan and get health information, 24 hours a day. Once you enroll, register for myCIGNA.com, our convenient, secure web site that combines helpful easy-to-use tools with personalized benefits information to help you make the most of your plan.
- **We Speak Many LanguagesSM**. We offer Language Line Services so that you can **talk with us** in 150 different languages. Just call Customer Service and ask for an interpreter to assist you.

It's Your Health

When you choose CIGNA HealthCare, you can take advantage of our **health and wellness** programs:

- We encourage you to use a **PCP** as a valuable resource and personal health advocate.
- **Preventive care services** for your children through age 6 and any additional preventive care benefits described in the Benefits Highlights.
- **CIGNA Well Informed** provides members with customized medical and wellness information to help them make healthier choices, better understand a diagnosis or treatment, and manage their health. The program includes personalized letters and other educational information to help you improve your health. Only you, your doctor and CIGNA have access to this information.
- CIGNA Well Aware for Better Health[®] can **help you manage** certain chronic conditions.
- The CIGNA HealthCare Healthy Babies[®] program provides you with information to help you have a **healthy pregnancy and a healthy baby**.

You Can Depend on CIGNA HealthCare

- **Quality comes first.** We select "preferred providers" carefully. And we make sure you have a **wide range** of doctors to choose from.
- **Emergency and urgent care are covered** wherever you go, worldwide, **24 hours a day**. Urgent care centers can take care of your urgent care needs, and your cost is lower.

It's Your Choice

- When you visit network providers, you get access to quality care at the lowest out-of-pocket costs. Your plan also offers the freedom to choose the providers you prefer — even if they aren't part of the network. Your benefits are the highest when you see "preferred providers," but you're still covered for visits to other providers. Participating providers charge a discounted rate for CIGNA members. If you use a non-network provider, the provider may bill you for the difference between the billed charge and the allowed amount under your benefit plan, in addition to applicable (higher than in-network) deductibles and coinsurance amounts.

For Employees of Town of Vernon-\$10 Copay Option

BENEFIT INFORMATION	IN-NETWORK	OUT-OF-NETWORK
Calendar Year Plan Deductible <i>Individual</i> <i>Family Maximum</i>	None None	\$5,000 \$15,000
Calendar Year Out-of-Pocket Maximum <i>Individual</i> <i>Family Maximum</i>	None None	<i>Including Plan Deductible</i> \$15,000 \$45,000
Coinsurance	CIGNA HealthCare pays 100% of eligible charges. You pay 0% of charges.	CIGNA HealthCare pays 50% of eligible charges. You pay 50% of charges after plan deductible.
Precertification - Inpatient – PHS+ (required for all inpatient admissions)	Coordinated by your physician	Participant must obtain approval for inpatient admission; subject to penalty/reduction or denial for non-compliance.
Precertification – Outpatient – PHS+ (required for selected outpatient procedures and diagnostic testing or outpatient services)	Coordinated by your physician	Participant must obtain approval for selected outpatient procedures and diagnostic testing; subject to penalty/reduction or denial for non-compliance.
Lifetime Maximum	Unlimited	Unlimited
Pre-existing Condition Limitation	No	No
BENEFIT HIGHLIGHTS	IN-NETWORK	OUT-OF-NETWORK
Physician Services Primary Care Physician (PCP) Office Visit	\$10 copayment per office visit; No charge after office visit copay if only x-ray and/or lab services are performed and billed.	50% of charges**
Specialty Physician Office Visit <i>Consultant and Referral Physician Services</i>	\$10 copayment per office visit; No charge after office visit copay if only x-ray and/or lab services are performed and billed.	50% of charges**
Note: A copayment applies for OB/GYN visits. If your doctor is listed as a PCP in the provider directory, you will pay a PCP copayment. If your doctor is listed as a specialist, you will pay the specialist copayment.		
Allergy Treatment/Injections - PCP or Specialty Physician- Unlimited per calendar year#	No charge	50% of charges**
Allergy Serum (dispensed by physician in office) Unlimited per calendar year#	No charge	50% of charges**
Second Opinion Consultations (provided on voluntary basis)	\$10 copayment per office visit	50% of charges**
Surgery Performed in the Physician's Office- PCP or Specialty Physician	No charge	50% of charges**
Preventive Care Routine Preventive Care for Children through age 6 (including routine immunizations) Unlimited maximum per calendar year	\$10 copayment per office visit; No charge after office visit copay if only x-ray and/or lab services are performed and billed.	50% of charges**
Immunizations	No charge	50% of charges**
Routine Preventive Care for Children and Adults from age 7 (including routine immunizations) Unlimited maximum per calendar year	\$10 copayment per office visit; No charge after office visit copay if only x-ray and/or lab services are performed and billed.	50% of charges**
Immunizations	No charge	50% of charges**

BENEFIT HIGHLIGHTS	IN-NETWORK	OUT-OF-NETWORK
Well Woman Exam	\$10 copayment per office visit	50% of charges**
Preventive Mammograms, PSA, Pap Test, Digital Rectal Exam, Fecal Blood Occult Testing <i>Note: Diagnostic related services are paid at the same level of benefits as other x-ray and lab services, based on place of service.</i>	No charge	50% of charges**
Colorectal Cancer Screening For all members age 50 and over Physician's Office	\$10 copayment per office visit	50% of charges**
Outpatient Facility	No charge	50% of charges**
Inpatient Hospital Services including: Semi-Private Room and Board Diagnostic/Therapeutic Lab and X-ray Drugs and Medication Operating and Recovery Room Radiation Therapy and Chemotherapy Anesthesia and Inhalation Therapy MRIs, MRAs, CAT Scans, PET Scans, etc.	\$200 copayment per admission	50% of charges* Precertification required
Inpatient Hospital Doctor's Visits/Consultations	No charge	50% of charges**
Inpatient Hospital Professional Services	No charge	50% of charges**
Outpatient Facility Services includes: Operating Room, Recovery Room, Procedure Room and Treatment Room and Observation Room including: Diagnostic/Therapeutic Lab and X-rays Anesthesia and Inhalation Therapy	No charge	50% of charges**
Physician & Outpatient Professional Services	No charge	50% of charges**
Laboratory and Radiology Services (includes preadmission testing) Physician's Office	No charge	50% of charges**
Outpatient Hospital Facility	No charge	50% of charges**
Emergency Room/Urgent Care Facility (billed by facility as part of the Emergency Room/Urgent Care visit)	No charge	No charge; except if not a true emergency, then 50% of charges**
Independent X-Ray and/or Lab Facility	No charge	50% of charges**
Independent X-Ray and/or Lab Facility (in conjunction with an Emergency Room visit)	No charge	No charge
Advanced Radiological Imaging (MRIs, MRAs, CAT Scans, PET Scans, etc.)		
Outpatient Facility	No charge	50% of charges**
Emergency Room (billed by facility as part of the Emergency Room visit)	No charge	No charge; except if not a true emergency, then 50% of charges**
Physician's Office	No charge	No charge
Short-Term Rehabilitative Therapy and Chiropractic Services —(includes physical, speech, occupational, chiropractic, pulmonary rehab & cognitive therapy) Unlimited maximum per calendar year# for all therapies combined <i>Note: therapy sessions provided as part of Home Health Care accumulate to the Short-Term Rehab Therapy maximum.</i>	No charge	50% of charges**
Outpatient Cardiac Rehabilitation — Unlimited maximum per calendar year#	No charge	50% of charges**
Chiropractic Care Unlimited maximum per calendar year# Office Visit	No charge	50% of charges**

BENEFIT HIGHLIGHTS	IN-NETWORK	OUT-OF-NETWORK
Other Therapy Services Radiation Therapy, Chemotherapy for the treatment of cancer, Electroshock Therapy, Kidney Dialysis in a Hospital or free-standing dialysis center	\$10 copayment per office visit	50% of charges**
Emergency and Urgent Care Services <i>Physician's Office – PCP or Specialty Physician</i> <i>Hospital Emergency Room</i> <i>Outpatient Professional Services (Radiology, Pathology and Emergency Room Physician)</i> <i>Urgent Care Facility or Outpatient Facility</i> <i>Ambulance</i>	\$10 copayment per office visit; No charge after office visit copay if only x-ray and/or lab services are performed and billed. \$50 copayment per visit (<i>copay waived if admitted</i>) No charge \$25 copayment per visit (<i>copay waived if admitted</i>) No charge	<i>Care will be provided at in-network levels if it meets the "prudent layperson" definition of an emergency. Otherwise 50% of charges**</i>
Maternity Care Services <i>Initial Office Visit to Confirm Pregnancy</i> <i>All subsequent Prenatal Visits, Postnatal Visits and Physician's Delivery Charges (total maternity fee)</i> <i>Office Visits not included in the total maternity fee performed by OB or Specialty Physician</i> <i>Delivery - Facility (Inpatient Hospital/Birthing Center Charges)</i>	\$10 copayment for initial office visit; No charge after office visit copay if only x-ray and/or lab services are performed and billed. No charge \$10 copayment per office visit; No charge after office visit copay if only x-ray and/or lab services performed and billed. \$200 copayment per admission	50% of charges** 50% of charges** 50% of charges** 50% of charges*, precertification required
Inpatient Services at Other Health Care Facilities <i>Skilled Nursing, Rehabilitation Hospital and Sub-Acute Facilities</i> 120 days maximum per calendar year# combined for all facilities listed	No charge	50% of charges**
Home Health Services – Includes outpatient private duty nursing when approved as medically necessary 200 days maximum per calendar year#; 16 hour maximum per day#	No charge	50% of charges**
Family Planning Services <i>Office Visits (lab & radiology tests, counseling)</i> Vasectomy/Tubal Ligation (excludes reversals) <i>Inpatient Facility</i> <i>Outpatient Facility</i> <i>Physician's Services – Inpatient or Outpatient</i> <i>Physician's Office</i>	\$10 copayment per office visit; No charge after office visit copay if only x-ray and/or lab services performed and billed. \$200 copayment per admission No charge No charge \$10 copayment per office visit; No charge after office visit copay if only x-ray and/or lab services performed and billed.	50% of charges** 50% of charges*, precertification required 50% of charges** 50% of charges** 50% of charges**



BENEFIT HIGHLIGHTS	IN-NETWORK	OUT-OF-NETWORK
Infertility Services <i>Office Visit (lab & radiology tests, counseling)-PCP or Specialty Physician</i> Treatment/Surgery (includes artificial insemination, in-vitro fertilization, GIFT, ZIFT, etc.) No Lifetime Cycle or Age Limitations.	\$10 copayment per office visit; No charge after office visit copay if only x-ray and/or lab services performed and billed.	50% of charges**
<i>Inpatient Facility</i>	\$200 copayment per admission	50% of charges*, precertification required
<i>Outpatient Facility</i>	No charge	50% of charges**
<i>Physician's Services - Inpatient or Outpatient</i>	No charge	50% of charges**
TMJ - Surgical and Non-Surgical-case-by-case basis. Always excludes appliances & orthodontic treatment. Subject to medical necessity. Physician's Office	\$10 copayment per office visit; No charge after office visit copay if only x-ray and/or lab services performed and billed.	50% of charges**
<i>Inpatient Facility</i>	\$200 copayment per admission	50% of charges*; precertification required
<i>Outpatient Facility</i>	No charge	50% of charges**
<i>Physician's Services - Inpatient or Outpatient</i>	No charge	50% of charges**
Obesity/Bariatric Surgery.		
<i>Physician's Office</i>	\$10 copayment per office visit; No charge after office visit copay if only x-ray and/or lab services performed and billed.	50% of charges**
<i>Inpatient Facility</i>	\$200 copayment per admission	50% of charges*; precertification required
<i>Outpatient Facility</i>	No charge	50% of charges**
<i>Physician's Services - Inpatient or Outpatient</i>	No charge	50% of charges**
Mental Health Inpatient – Unlimited maximum per calendar year	\$200 copayment per admission	50% of charges*, precertification required
Outpatient Mental Health (includes Individual, Group Therapy and Intensive Outpatient services) – Unlimited maximum per calendar year		
<i>Physician's Office</i>	\$10 copayment per office visit	50% of charges**
<i>Outpatient Facility.</i>	No charge	50% of charges**
Substance Abuse Inpatient – Unlimited maximum per calendar year	\$200 copayment per admission	50% of charges*, precertification required
Outpatient Substance Abuse (includes Individual and Intensive Outpatient services) – Unlimited maximum per calendar year		
<i>Physician's Office</i>	\$10 copayment per office visit	50% of charges**
<i>Outpatient Facility</i>	No charge	50% of charges**
Durable Medical Equipment Unlimited maximum per calendar year	No charge	50% of charges**
External Prosthetic Appliances Unlimited maximum per calendar year	No charge	50% of charges**
Ostomy Related Services	No charge	50% of charges**

BENEFIT HIGHLIGHTS	IN-NETWORK	OUT-OF-NETWORK
Hearing Services		
Routine Hearing Exams One exam every 24 months	\$10 copayment per office visit	50% of charges**
Hearing Aids for children age 12 years and under \$1,000 maximum every two years#	No charge	50% of charges**
Wigs \$350 maximum per member per calendar year#	No charge	50% of charges**

* Services are subject to calendar year deductible

** Out-of-network services are subject to calendar year deductible and maximum reimbursable charge limitations. Providers may bill the member the difference between their billed charge and the maximum reimbursable charge as determined by the benefit plan.

In-network and out-of-network services apply to the same treatment or dollar maximum.

Footnotes:

Regarding In-Network and Out-of-Network Services:

- Once the out-of-pocket maximum is reached, the plan pays 100% of eligible charges for the remainder of the plan year, including Mental Health and Substance Abuse services.
- Once the plan's out-of-pocket maximum is reached, the plan pays 100% of eligible charges for the remainder of the plan year, except for Mental Health and Substance Abuse which continue to be paid at the levels specified

Regarding In-Network Services:

- All services must be provided by one of the preferred providers on our list in order to be covered.

Regarding Out-of-Network Services:

- Your out-of-pocket costs will be higher than with a preferred provider.
- All out-of-network hospital admissions and certain outpatient surgical and diagnostic procedures must be precertified and are subject to Continued Stay Review (CSR). A penalty applies to admissions which are not precertified. Non-approved admissions/days result in denial of benefits. The precertification penalty or cost of denied benefits does not apply to deductible or out-of-pocket maximum.

Case Management

Coordinated by CIGNA HealthCare. This is a service designed to provide assistance to a patient who is at risk of developing medical complexities or for whom a health incident has precipitated a need for rehabilitation or additional health care support. The program strives to attain a balance between quality and cost effective care while maximizing the patient's quality of life.

Benefit Exclusions.

These are examples of the exclusions in your plan. The complete list of exclusions is provided in your Certificate or Summary Plan Description. To the extent there may be differences, the terms of the Certificate or Summary Plan Description control.

1. Any service or supply not described as covered in the Covered Expenses section of the plan.
2. Any medical service or device that is not medically necessary.
3. Treatment of an illness or injury which is due to war or care for military service disabilities treatable through governmental services.
4. Any services and supplies for or in connection with experimental, investigational or unproven services.
5. Dental treatment of the teeth, gums or structures directly supporting the teeth, however, charges made for services or supplies provided for or in connection with an accidental injury to sound natural teeth are covered provided a continuous course of dental treatment is started within 6 months of the accident.
6. Medical and surgical services, initial and repeat, intended for the treatment or control of obesity. However, treatment of clinically severe obesity, as defined by the body mass index (BMI) classifications of the National Heart, Lung and Blood Institute (NHLBI) guideline is covered only at approved centers if the services are demonstrated, through existing peer-reviewed, evidence-based, scientific literature and scientifically based guidelines, to be safe and effective for treatment of the condition. Clinically severe obesity is defined by the NHLBI as a BMI of 40 or greater without comorbidities, or 35-39 with comorbidities. The following are specifically excluded: medical and surgical services to alter appearances or physical changes that are the result of any surgery performed for the management of obesity or clinically severe (morbid) obesity; and weight loss programs or treatments, whether prescribed or recommended by a physician or under medical supervision.
7. Unless otherwise covered as a basic benefit, reports, evaluations, physical examinations, or hospitalization not required for health reasons, including but not limited to employment, insurance or government licenses, and court ordered, forensic, or custodial evaluations.
8. Court ordered treatment or hospitalizations.
9. Infertility donor services and charges.
10. Any services, supplies, medications or drugs for the treatment of male or female sexual dysfunction.
11. Medical and hospital care and costs for the child of a Dependent, unless this infant child is otherwise eligible under the plan.
12. Therapy or treatment intended primarily to improve or maintain general physical condition or for the purpose of enhancing job, school, athletic or recreational performance.
13. Consumable medical supplies other than ostomy supplies and urinary catheters.
14. Private hospital rooms and/or private duty nursing except as provided under the Home Health Services provision.

Benefit Exclusions-Continued:

15. Artificial aids, including but not limited to corrective orthopedic shoes, arch supports, elastic stockings, garter belts, corsets and dentures.
16. Eyeglass lenses and frames and contact lenses (except for the first pair of contact lenses for treatment of keratoconus or postcataract surgery).
17. Eye exercises and surgical treatment for the correction of a refractive error, including radial keratotomy.
18. All non-injectable prescription drugs, injectable prescription drugs that do not require physician supervision and are typically considered self-administered drugs, non-prescription drugs, and investigational and experimental drugs, except as provided in the plan.
19. Routine foot care, however, services associated with foot care for diabetes and peripheral vascular disease are covered when medically necessary.
20. Genetic screening or pre-implantation genetic screening.
21. Fees associated with the collection or donation of blood or blood products.
22. Cost of biologicals that are immunizations or medications for the purpose of travel, or to protect against occupational hazards and risks.
23. Services for or in connection with an injury or illness arising out of, or in the course of, any employment for wage or profit.
24. Expenses incurred for medical treatment by a person age 65 or older, who is covered under the plan as a retiree, or his dependent, when payment is denied by the Medicare plan because treatment was not received from a participating provider of the Medicare plan.
25. Expenses incurred for medical treatment when payment is denied by the primary plan because treatment was not received from a participating provider of the primary plan.
26. The following services are excluded from coverage regardless of clinical indications: Dance Therapy, Movement Therapy; Applied Kinesiology; Rolfing; Prolotherapy; Transsexual Surgery; Non-medical counseling or ancillary services; Assistance in the activities of daily living; Cosmetics; Personal or Comfort Items; Dietary Supplements; Health and Beauty Aids; Aids or devices that assist with non-verbal communications; Treatment by Acupuncture; Dental implants for any condition; Telephone Consultations; E-mail & Internet Consultations; Telemedicine; Health Club Membership fees; Weight Loss Program fees; Smoking Cessation Program fees; Reversal of male and female voluntary sterilization procedures; and Extracorporeal Shock Wave Lithotripsy for musculoskeletal and orthopedic conditions.

These Are Only the Highlights

As you can see, the plan is designed to combine in-depth coverage with cost-effective prices. This summary contains highlights only and is subject to change. The specific terms of coverage, exclusions and limitations including legislated benefits are contained in the Summary Plan Description or Insurance Certificate. This plan is insured and/or administered by Connecticut General Life Insurance Company, a CIGNA Company.

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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	



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.

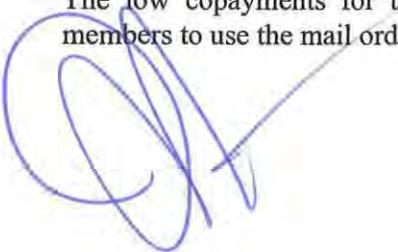
Retail Refill Allowance

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.

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.



Town of Vernon
Managed Prescription Program, 3-Tier
Benefits at a Glance

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.





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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

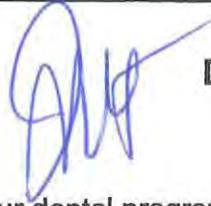
When a member receives care from one of over 1,800 Participating Dentists, he or she simply presents his or her identification card showing dental coverage. The dentist bills us directly for all covered services.

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.

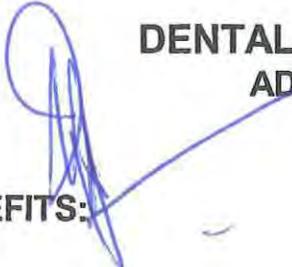
We will not pay for a replacement provided less than five (5) years following a placement or replacement which was covered under this Rider. We will not pay for individual crowns, inlays or onlays to alter vertical dimension, for the purpose of precision attachment of dentures, or when they are splinted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



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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.

SUMMARY OF BENEFITS Connecticut General Life Insurance Co.

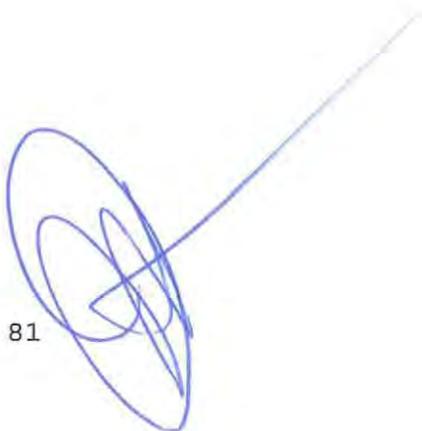


**Town of Vernon – Union
CIGNA Choice Fund Health Savings Account Open Access Plus
Coinsurance Plan**

Health Savings Account			
Your coverage includes a health savings account that you can use to pay for eligible out-of-pocket expenses.			
Employer Contribution	Employee \$1,400	Employee + 1 \$2,800	Employee + Family \$2,800

Annual deductibles and maximums	In-network	Out-of-network
Lifetime maximum	Unlimited per individual	
Pre-Existing Condition Limitation (PCL)	Does Not Apply	
Coinsurance	You pay 0% Plan pays 100% after the deductible is met	You pay 20% Plan pays 80% after the deductible is met

Annual deductibles and maximums	In-network	Out-of-network
Maximum Reimbursable Charge <ul style="list-style-type: none"> Determined based on the lesser of: <ul style="list-style-type: none"> the health care professional's normal charge for a similar service; or a percentage of a fee schedule developed by CIGNA that is based on a methodology similar to one used by Medicare to determine the allowable fee for the same or similar service in a geographic area. In some cases, the Medicare based fee schedule will not be used and the maximum reimbursable charge for covered services is determined based on the lesser of: <ul style="list-style-type: none"> the health care professional's normal charge for a similar service or supply; or the amount charged for that service by 80% of the health care professionals in the geographic area where it is received. Out-of-network services are subject to a plan year deductible and maximum reimbursable charge limitations. 	N/A	200%





Annual deductibles and maximums	In-network	Out-of-network
<p>Plan year deductible</p> <ul style="list-style-type: none"> The amount you pay for any expenses counts towards both your in-network and out-of-network deductibles. All family members contribute towards the family deductible. The plan cannot pay an individual's claims until the total family deductible has been met, even if he or she has met the individual deductible. This plan includes a combined Medical/Rx deductible. Out-of-network pharmacy deductible accumulates to the in-network pharmacy deductible. Mail order pharmacy costs contribute to the deductible. 	<p>Employee \$2,000</p> <p>Employee and Family \$4,000</p>	<p>Employee \$2,000</p> <p>Employee and Family \$4,000</p>
<p>Plan year out-of-pocket maximum</p> <ul style="list-style-type: none"> The amount you pay for any services counts towards both your in-network and out-of-network out-of-pocket maximums. Deductibles contribute towards your out-of-pocket maximum. Copays do not contribute towards your out-of-pocket maximum. Mental health and substance abuse services contribute towards your out-of-pocket maximum. All family members contribute towards the family out-of-pocket maximum. The plan cannot pay an individual's covered expenses at 100% until the total family out-of-pocket maximum has been reached. This plan includes a combined Medical/Rx out-of-pocket maximum. Out-of-network pharmacy out-of-pocket expenses accumulates to the in-network pharmacy out-of-pocket maximum. Mail order pharmacy costs contribute to the out-of-pocket maximum. 	<p>Employee \$2,500</p> <p>Employee and Family \$5,000</p>	<p>Employee \$4,000</p> <p>Employee and Family \$8,000</p>

Benefits	In-network	Out-of-network
Physician services		
<p>Office visit</p> <ul style="list-style-type: none"> Primary care physician and specialist office visits 	<p>You pay 0% Plan pays 100% after the deductible is met</p>	<p>You pay 20% Plan pays 80% after the deductible is met</p>
<p>Physician services (hospital)</p> <ul style="list-style-type: none"> In hospital visits and consultations Inpatient services Outpatient services 	<p>You pay 0% Plan pays 100% after the deductible is met</p>	<p>You pay 20% Plan pays 80% after the deductible is met</p>
<p>Surgery (in a physician's office)</p>	<p>You pay 0% Plan pays 100% after the deductible is met</p>	<p>You pay 20% Plan pays 80% after the deductible is met</p>



Benefits	In-network	Out-of-network
Preventive care		
Preventive care <ul style="list-style-type: none"> Includes well-baby, well-child, well-woman and adult preventive care Immunizations are included at no charge. Lab and X-ray billed outside the doctor's office do not apply to the plan year maximum. Mammograms do not count towards plan year maximum. Unlimited plan year maximum 	No charge	You pay 20% Plan pays 80% after the deductible is met
Mammogram, PSA, Pap Smear	You pay 0% Plan pays 100%	You pay 20% Plan pays 80% after the deductible is met
Inpatient hospital facility services		
Semi-private room and board and other non-physician services <ul style="list-style-type: none"> Inpatient room and board, pharmacy, x-ray, lab, operating room, surgery, etc. 	You pay 0% Plan pays 100% after the deductible is met	You pay 20% Plan pays 80% after the deductible is met
Inpatient Professional Services <ul style="list-style-type: none"> For services performed by surgeons, radiologists, pathologists and anesthesiologists 	You pay 0% Plan pays 100% after the deductible is met	You pay 20% Plan pays 80% after the deductible is met
Multiple surgical reduction <ul style="list-style-type: none"> Multiple surgeries performed during one operating session result in payment reduction of 50% to the surgery of lesser charge. The most expensive procedure is paid as any other surgery. 	Included	Included
Outpatient services		
Outpatient surgery (facility charges)	You pay 0% Plan pays 100% after the deductible is met	You pay 20% Plan pays 80% after the deductible is met
Outpatient Professional Services <ul style="list-style-type: none"> For services performed by surgeons, radiologists, pathologists and anesthesiologists 	You pay 0% Plan pays 100% after the deductible is met	You pay 20% Plan pays 80% after the deductible is met
Physical, occupational, cognitive and speech therapy <ul style="list-style-type: none"> Unlimited days per plan year for all therapies combined Includes physical therapy, speech therapy, occupational therapy, pulmonary rehabilitation and cognitive therapy Includes chiropractic therapy (includes chiropractors) Therapy days, provided as part of an approved Home Health Care plan, accumulate to the outpatient short term rehab therapy maximum. 	You pay 0% Plan pays 100% after the deductible is met	You pay 20% Plan pays 80% after the deductible is met
Cardiac rehabilitation <ul style="list-style-type: none"> Unlimited maximum per plan year 	You pay 0% Plan pays 100% after the deductible is met	You pay 20% Plan pays 80% after the deductible is met



Benefits	In-network	Out-of-network
Lab and X-ray		
Lab and X-ray <ul style="list-style-type: none"> Physician's office Outpatient hospital facility Independent lab & x-ray facility Emergency room when billed by the facility as part of the emergency room visit Urgent care when billed by the facility as part of the urgent care visit. Independent x-ray and/or lab facility in conjunction with a emergency room visit 	You pay 0% Plan pays 100% after the deductible is met	You pay 20% Plan pays 80% after deductible is met
Advanced radiological imaging (MRI, MRA, CAT Scan, PET Scan, etc.) <ul style="list-style-type: none"> Physician's office Inpatient hospital facility Outpatient facility Emergency room Urgent care facility 	You pay 0% Plan pays 100% after the deductible is met	You pay 20% Plan pays 80% after the deductible is met
Emergency and urgent care services		
Hospital emergency room <ul style="list-style-type: none"> Includes radiology, pathology and physician charges Out-of-network services are covered at the in-network rate. 	You pay 0% Plan pays 100% after the deductible is met	
Ambulance <ul style="list-style-type: none"> Out-of-network services are covered the same as in-network services. 	You pay 0% Plan pays 100% after the deductible is met	
Urgent care services <ul style="list-style-type: none"> Out-of-network services are covered at the in-network rate. 	You pay 0% Plan pays 100% after the deductible is met	
Other health care facilities		
Skilled nursing facility, rehabilitation hospital and other facilities <ul style="list-style-type: none"> 220 days per plan year 	You pay 0% Plan pays 100% after the deductible is met	You pay 20% Plan pays 80% after the deductible is met
Home health care <ul style="list-style-type: none"> Unlimited days per plan year 	You pay 0% Plan pays 100% after the deductible is met	You pay 20% Plan pays 80% after the deductible is met
Hospice <ul style="list-style-type: none"> Inpatient services Outpatient services 	You pay 0% Plan pays 100% after the deductible is met	You pay 20% Plan pays 80% after the deductible is met
Other health care services		
Durable medical equipment (includes Diabetic Equipment) <ul style="list-style-type: none"> Unlimited plan year maximum 	You pay 0% Plan pays 100% after the deductible is met	You pay 20% Plan pays 80% after the deductible is met

**Town of Vernon – Union
CIGNA Choice Fund Health Savings Account Open Access Plus Coinsurance Plan**



Benefits	In-network	Out-of-network
External prosthetic appliances (EPA) <ul style="list-style-type: none"> Unlimited plan year maximum 	You pay 0% Plan pays 100% after deductible is met	You pay 20% Plan pays 80% after deductible is met
TMJ	Not Covered	Not Covered
Infertility <ul style="list-style-type: none"> Treatment/Surgery includes artificial insemination, in-vitro fertilization, GIFT, ZIFT, etc. subject to the following maximums: <ul style="list-style-type: none"> -Four cycles of ovulation induction per lifetime -Three cycles of intrauterine insemination per lifetime -Two cycles of low tubal ovum transfer, IVF, GIFT and/or ZIFT per lifetime, with not more than two transfers per cycle. Office visit for testing, treatment and artificial insemination Inpatient hospital facility Outpatient hospital facility Physician services Surgical treatment includes both correction and in-vitro fertilization, GIFT, ZIFT, etc. Unlimited lifetime maximum 	You pay 0% Plan pays 100% after the deductible is met You pay 0% Plan pays 100% after the deductible is met You pay 0% Plan pays 100% after the deductible is met You pay 0% Plan pays 100%, after the deductible is met	You pay 20% Plan pays 80% after the deductible is met You pay 20% Plan pays 80% after the deductible is met You pay 20% Plan pays 80% after the deductible is met You pay 20% Plan pays 80% after the deductible is met
Family planning <ul style="list-style-type: none"> Inpatient hospital facility Outpatient facility Physician services Surgical services such as tubal ligation or vasectomy are covered (including reversals). Includes contraceptive devices 	You pay 0% Plan pays 100% after the deductible is met You pay 0% Plan pays 100% after the deductible is met You pay 0% Plan pays 100% after the deductible is met	You pay 20% Plan pays 80% after the deductible is met You pay 20% Plan pays 80% after the deductible is met You pay 20% Plan pays 80% after the deductible is met
Other Therapy Services <ul style="list-style-type: none"> Radiation Therapy Chemotherapy for the treatment of cancer Electroshock Therapy Kidney Dialysis in a hospital or free-standing dialysis center 	You pay 0% Plan pays 100% after the deductible is met	You pay 20% Plan pays 80% after the deductible is met

**Town of Vernon – Union
CIGNA Choice Fund Health Savings Account Open Access Plus Coinsurance Plan**



Benefits	In-network	Out-of-network
Ostomy Related Services	You pay 0% Plan pays 100% after the deductible is met	You pay 20% Plan pays 80% after the deductible is met
Hearing Aids <ul style="list-style-type: none"> For children age 12 years and under \$1,000 maximum per member every two plan years 	You pay 0% Plan pays 100% after the deductible is met	You pay 20% Plan pays 80% after the deductible is met
Wigs <ul style="list-style-type: none"> Up to \$500 maximum per member per plan year 	You pay 0% Plan pays 100% after the deductible is met	You pay 20% Plan pays 80% after the deductible is met
Specialized Formula <ul style="list-style-type: none"> Dietary supplements and nutritional formulas are limited to infant formula needed for the treatment of inborn errors of metabolism, including PKU and Maple Syrup Disease 	You pay 0% Plan pays 100% after the deductible is met	You pay 20% Plan pays 80% after the deductible is met
Mental health and substance abuse services		
Please note the following regarding Mental Health (MH) and Substance Abuse (SA) benefit administration: <ul style="list-style-type: none"> Substance Abuse includes Alcohol and Drug Abuse services. Transition of Care benefits are provided for a 90-day time period. 		
Inpatient mental health services <ul style="list-style-type: none"> Unlimited days per plan year Mental health services are paid at 100% after you reach your out-of-pocket maximum. 	You pay 0% Plan pays 100% after the deductible is met	You pay 20% Plan pays 80% after the deductible is met
Outpatient mental health services <ul style="list-style-type: none"> Unlimited visits per plan year Mental health services are paid at 100% after you reach your out-of-pocket maximum. This includes group therapy mental health, and intensive outpatient mental health 	You pay 0% Plan pays 100% after the deductible is met	You pay 20% Plan pays 80% after the deductible is met
Inpatient substance abuse services <ul style="list-style-type: none"> Unlimited days per plan year Substance abuse services are paid at 100% after you reach your out-of-pocket maximum. 	You pay 0% Plan pays 100% after the medical plan deductible is met	You pay 20% Plan pays 80% after the medical plan deductible is met
Outpatient substance abuse services <ul style="list-style-type: none"> Unlimited visits per plan year Substance abuse services are paid at 100% after you reach your out-of-pocket maximum. This includes intensive outpatient substance abuse 	You pay 0% Plan pays 100% after the deductible is met	You pay 20% Plan pays 80% after the deductible is met
Prescription Drugs		
CIGNA Pharmacy three-tier copay plan <ul style="list-style-type: none"> No Mandatory Generic Self administered injectable—includes infertility drugs Includes Oral Contraceptives Lifestyle drugs – limited to sexual dysfunction 	Retail (34 day supply) <u>You pay:</u> Generic \$7	You pay 20% Plan pays 80% after the deductible is met



Benefits	In-network	Out-of-network
<ul style="list-style-type: none"> Oral fertility drugs included 	<p>Preferred Brand \$15 Non-Preferred Brand \$35 after the deductible is met</p> <p>Home Delivery (100 day supply) <u>You pay:</u> Generic \$14 Preferred Brand \$30 Non-Preferred Brand \$70 after the deductible is met</p>	
<p>Pharmacy Clinical Management and Prior Authorization</p> <ul style="list-style-type: none"> Your plan is subject to certain clinical edits and prior authorization requirements. 		
<p>Specialty Pharmacy</p> <ul style="list-style-type: none"> Clinical Programs <ul style="list-style-type: none"> Prior authorization required on specialty medications and quantity limits may apply. Medication Access Option: Retail and/or Home Delivery 		
<p>Routine Vision care</p>	<p>See Separate Vision Summary</p>	



Definitions

Deductible – A flat dollar amount you must pay out of your own pocket before your plan begins to pay for covered services.

Coinsurance – After you've reached your deductible, you and your plan share some of your medical costs. The portion of covered expenses you are responsible for is called coinsurance.

Copay – A flat fee you pay for certain covered services such as doctor's visits or prescriptions.

Out-of-pocket Maximum – Specific limits for the total amount you will pay out of your own pocket before your plan coinsurance percentage no longer applies. Once you meet these maximums, your plan then pays 100 percent of the "maximum reimbursable charges" or negotiated fees for covered services.

Place of service – Your plan pays based on where you receive services. For example, for hospital stays, your coverage is paid at the inpatient level.

Selection of a Primary Care Provider – Your plan may require or allow the designation of a primary care provider. You have the right to designate any primary care provider who participates in the network and who is available to accept you or your family members. If your plan requires designation of a primary care provider, CIGNA may designate one for you until you make this designation. For information on how to select a primary care provider, and for a list of the participating primary care providers, visit www.mycigna.com or contact customer service at the phone number listed on the back of your ID card.

For children, you may designate a pediatrician as the primary care provider.

Direct Access to Obstetricians and Gynecologists – You do not need prior authorization from the plan or from any other person (including a primary care provider) in order to obtain access to obstetrical or gynecological care from a health care professional in our network who specializes in obstetrics or gynecology. The health care professional, however, may be required to comply with certain procedures, including obtaining prior authorization for certain services, following a pre-approved treatment plan, or procedures for making referrals. For a list of participating health care professionals who specialize in obstetrics or gynecology, visit www.mycigna.com or contact customer service at the phone number listed on the back of your ID card.

Maximizing your health care dollars

Log on to myCIGNA.com for resources to help you choose a health care professional or compare the cost and quality of medical services, medications and hospital care.

When you need a medical service or procedure, CIGNA offers you opportunities to save on prescription medicine, routine medical care, laboratory services, radiology scans, and outpatient surgery. Details are below:

CIGNA Home Delivery Pharmacy – You can save money and enjoy convenient home delivery by using CIGNA Home Delivery Pharmacy for your prescription medications. You can get up to a 90-day supply of your medication.

Lab – Save on lab services by using a free-standing laboratory instead of a hospital- or clinic-based lab.

Urgent Care – For non-emergency conditions that need attention before you can see your doctor, you can save money by going to an urgent care center instead of an Emergency Room (ER).

Convenience Care – For minor or routine conditions, go to a Convenience Care Clinic when your doctor is unavailable. Convenience Care Clinics are retail-based and often found in pharmacies or grocery stores.

Radiology – Costs for MRIs, PET, and CT scans can vary greatly. Non-hospital based outpatient radiology centers often cost much less than a hospital. CIGNA's network includes both hospitals and outpatient centers, so you can find a radiology center that's right for you.

Outpatient Surgery – Costs for colonoscopies, arthroscopies, and other outpatient procedures can vary greatly. Using a free-standing outpatient surgery center can save hundreds of dollars.



Exclusions

What's Not Covered (*not all-inclusive*):

Your plan provides coverage for most medically necessary services. Examples of things your plan does not cover, unless required by law or covered under the pharmacy benefit, include (but aren't limited to):

- Services provided through government programs
- Services that aren't medically necessary
- Experimental, investigational or unproven services
- Services for an injury or illness that occurs while working for pay or profit including services covered by Worker's Compensation benefits
- Cosmetic services
- Dental care, unless due to accidental injury to sound natural teeth
- Genetic screenings
- Non-prescription and anti-obesity drugs
- Custodial and other non-skilled services
- Weight loss programs
- Treatment of TMJ Disorder
- Acupuncture
- Telephone, email and internet consultations in the absence of a specific benefit
- Eyeglass lenses and frames, contact lenses and surgical vision correction

These are only the highlights

This summary outlines the highlights of your plan. For a complete list of both covered and not-covered services, including benefits required by your state, see your employer's insurance certificate or summary plan description -- the official plan documents. If there are any differences between this summary and the plan documents, the information in the plan documents takes precedence.

"CIGNA," the "Tree of Life" logo, "CIGNA Healthcare," "CIGNA Care Network," "CIGNA Behavioral Health," "CIGNA Choice Fund," "CIGNA Well Aware for Better Health" and "myCIGNA.com" are registered service marks, and "CIGNA Pharmacy," "CIGNA Home Delivery Pharmacy," "CIGNA Well Informed" and "CIGNA Behavioral Advantage" are service marks, of CIGNA Intellectual Property, Inc., licensed for use by CIGNA Corporation and its operating subsidiaries. All products and services are provided exclusively by such operating subsidiaries and not by CIGNA Corporation. Such operating subsidiaries include Connecticut General Life Insurance Company (CGLIC), CIGNA Health and Life Insurance Company (CHLIC), CIGNA Behavioral Health, Inc., Tel-Drug, Inc., Tel-Drug of Pennsylvania, L.L.C. and HMO or service company subsidiaries of CIGNA Health Corporation and CIGNA Dental Health, Inc. In Arizona, HMO plans are offered by CIGNA HealthCare of Arizona, Inc. In Connecticut, HMO plans are offered by CIGNA HealthCare of Connecticut, Inc. In North Carolina, HMO plans are offered by CIGNA HealthCare of North Carolina, Inc. In California, HMO and Network plans are offered by CIGNA HealthCare of California, Inc. All other medical plans in these states are insured or administered by CGLIC or CHLIC. "CIGNA Home Delivery Pharmacy" refers to Tel-Drug, Inc. and Tel-Drug of Pennsylvania, L.L.C.



Additional Information

Additional Benefit Information	In-network	Out-of-network
Prescription Drug List: <ul style="list-style-type: none"> • CIGNA Standard Prescription Drug List • 		
Pre-admission certification – continued stay review (PHS) <ul style="list-style-type: none"> • 50% penalty applied to benefits for any admission reviewed by CIGNA Healthcare and not certified. • 50% penalty applied to benefits for any additional days not certified by CIGNA Healthcare. 	50% penalty for any admission reviewed by CIGNA Healthcare and not certified. 50% penalty for any additional days that are not certified by CIGNA Healthcare	Employee is responsible for contacting CIGNA Healthcare. A \$500 penalty is applied to hospital inpatient charges for failure to contact CIGNA Healthcare to pre-certify admission
Case Management	Coordinated by CIGNA HealthCare. This is a service designated to provide assistance to a patient who is at risk of developing medical complexities or for whom a health incident has precipitated a need for rehabilitation or additional health care support. The program strives to attain a balance between quality and cost effective care while maximizing the patient’s quality of life.	
Mental health/Substance abuse utilization review, case management and programs	Capitation (CAP) - Inpatient and Outpatient Management <ul style="list-style-type: none"> • Case Management and Utilization Review for Inpatient Services (In-Network, Out of Network) and Outpatient Services (In-Network only) Provided by CIGNA Behavioral Health (CBH). • Includes Lifestyle Management Programs: Stress Management & Tobacco Cessation, Healthy Steps to Weight Loss.) 	
MH/SA Service Specific Administration	The following administration applies for Partial Hospitalization, Residential Treatment, and Intensive Outpatient Programs: <ul style="list-style-type: none"> • <i>Partial Hospitalization and Residential Treatment:</i> Covered as inpatient Mental Health and/or Substance Abuse. • <i>Intensive Outpatient Program (IOP):</i> Covered as outpatient Mental Health and/or Substance Abuse 	
Annual Reinstatement	Not Included	
Allergy Treatment Services	You pay 0% Plan pays 100% after the deductible is met	You pay 20% Plan pays 80% after the deductible is met
Bereavement counseling - inpatient services	You pay 0% Plan pays 100% after the deductible is met	You pay 20% Plan pays 80% after the deductible is met
Bereavement counseling – outpatient services	You pay 0% Plan pays 100% after the deductible is met	You pay 20% Plan pays 80% after the deductible is met



Additional Benefit Information	In-network	Out-of-network
<p>Maternity Care Services</p> <ul style="list-style-type: none"> Initial Visit To Confirm Pregnancy All Subsequent Prenatal Visits, Postnatal Visits, and Physician’s Delivery charges (i.e. global maternity fee) Office Visits in addition to the global maternity fee when performed by an OB or Specialist Delivery – Facility (Inpatient Hospital, Birthing Center) 	<p>You pay 0% Plan pays 100% after the deductible is met</p> <p>You pay 0% Plan pays 100% after the deductible is met</p> <p>You pay 0% Plan pays 100% after the deductible is met</p> <p>You pay 0% Plan pays 100%, after the deductible is met</p>	<p>You pay 20% Plan pays 80% after the deductible is met</p> <p>You pay 20% Plan pays 80% after the deductible is met</p> <p>You pay 20% Plan pays 80% after the deductible is met</p> <p>You pay 20% Plan pays 80% after the deductible is met</p>
<p>Abortion (Includes elective and non-elective procedures)</p> <ul style="list-style-type: none"> Inpatient hospital facility Outpatient hospital facility Physician services 	<p>You pay 0% Plan pays 100% after the deductible is met</p> <p>You pay 0% Plan pays 100% after the deductible is met</p> <p>You pay 0% Plan pays 100% after the deductible is met</p>	<p>You pay 20% Plan pays 80% after the deductible is met</p> <p>You pay 20% Plan pays 80% after the deductible is met</p> <p>You pay 20% Plan pays 80% after the deductible is met</p>
<p>Organ Transplant</p> <ul style="list-style-type: none"> Physician services: Covered at 100% at Lifesource center; otherwise 100% after plan deductible Travel maximum \$10,000 per transplant (only available if using Lifesource facility) 	<p>Cost and reimbursement vary based on the facility in which it is performed</p>	<p>Varies based on place of service with no transplant maximums</p>
<p>Dental Care</p> <ul style="list-style-type: none"> Limited to charges made for a continuous course of dental treatment started within six months of an injury to sound natural teeth 	<p>Cost and reimbursement vary based on the facility in which it is performed</p>	<p>Cost and reimbursement vary based on the facility in which it is performed</p>

**Town of Vernon – Union
CIGNA Choice Fund Health Savings Account Open Access Plus Coinsurance Plan**



Additional Benefit Information	In-network	Out-of-network
<p>Obesity/bariatric surgery</p> <ul style="list-style-type: none"> • Subject to medical necessity and clinical guidelines • The following are excluded: medical and surgical services to alter appearances or physical changes that are the result of any surgery performed for the management of obesity or clinically severe (morbid) obesity. • The following are excluded: weight loss programs or treatments, whether prescribed or recommended by a physician or under medical supervision. <ul style="list-style-type: none"> • Office Visits • Inpatient Hospital Facility • Outpatient Hospital Facility • Physician's Services 	<p>You pay 0% Plan pays 100% after the deductible is met</p> <p>You pay 0% Plan pays 100% after the deductible is met</p> <p>You pay 0% Plan pays 100% after the deductible is met</p> <p>You pay 0% Plan pays 100% after the deductible is met</p>	<p>You pay 20% Plan pays 80% after the deductible is met</p> <p>You pay 20% Plan pays 80% after the deductible is met</p> <p>You pay 20% Plan pays 80% after the deductible is met</p> <p>You pay 20% Plan pays 80% after the deductible is met</p>
<p>Routine Foot Disorders</p>	<p>Not Covered</p>	<p>Not Covered</p>
<p>Included Health and Wellness Programs</p>		
<p>Condition Management</p> <ul style="list-style-type: none"> • Comprehensive Maternity Program • Comprehensive Oncology Program 	<p>\$250 (1st trimester) / \$125 (2nd trimester) Included</p>	
<p>Well Aware Program for Better Health</p> <ul style="list-style-type: none"> • Diabetes • Cardiac • Asthma • Low Back Pain • COPD – Chronic Obstructive Pulmonary Disease • Weight Complications • Depression • Targeted Conditions 	<p>Included</p>	
<p>Health Advisor</p> <ul style="list-style-type: none"> • Health Advisor Core/CIGNA Choice Fund Health Advisor • CIGNA Well Informed included • Preference Sensitive Care included 	<p>Include</p>	
<p>eVisits</p>	<p>Not Included</p>	
<p>Lifestyle Management Programs - included with CIGNA Behavioral Advantage</p> <ul style="list-style-type: none"> • Weight Management • Tobacco Cessation • Stress Management 	<p>Included</p>	

July 01, 2011
Connecticut



Exclusions

What's Not Covered (*not all-inclusive*):

Your plan provides coverage for most medically necessary services. Examples of things your plan does not cover, unless required by law or covered under the pharmacy benefit, include (but aren't limited to):

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- Care for health conditions that are required by state or local law to be treated in a public facility.
- Care required by state or federal law to be supplied by a public school system or school district.
- Care for military service disabilities treatable through governmental services if you are legally entitled to such treatment and facilities are reasonably available.
- For or in connection with an Injury or Sickness which is due to war, declared or undeclared.
- Charges which you are not obligated to pay or for which you are not billed or for which you would not have been billed except that they were covered under this plan.
- Assistance in the activities of daily living, including but not limited to eating, bathing, dressing or other Custodial Services or self-care activities, homemaker services and services primarily for rest, domiciliary or convalescent care.
- For or in connection with experimental, investigational or unproven services.
Experimental, investigational and unproven services are medical, surgical, diagnostic, psychiatric, substance abuse or other health care technologies, supplies, treatments, procedures, drug therapies or devices that are determined by the utilization review Physician to be:
 - not demonstrated, through existing peer-reviewed, evidence-based, scientific literature to be safe and effective for treating or diagnosing the condition or sickness for which its use is proposed;
 - not approved by the U.S. Food and Drug Administration (FDA) or other appropriate regulatory agency to be lawfully marketed for the proposed use;
 - the subject of review or approval by an Institutional Review Board for the proposed use except as provided in the "Clinical Trials" section of this plan; or
 - the subject of an ongoing phase I, II or III clinical trial, except as provided in the "Covered Expenses" section of this plan.A procedure, treatment or the use of any drug will not be deemed experimental: if it has successfully completed a phase III clinical trial of the Federal Food and Drug Administration for the illness or condition being treated or for the diagnosis for which it is being prescribed.
- Cosmetic surgery and therapies. Cosmetic surgery or therapy is defined as surgery or therapy performed to improve or alter appearance or self-esteem or to treat psychological symptomatology or psychosocial complaints related to one's appearance.
- The following services are excluded from coverage regardless of clinical indications: acupressure; dance therapy, movement therapy; applied kinesiology; rolfing; prolotherapy; and extracorporeal shock wave lithotripsy (ESWL) for musculoskeletal and orthopedic conditions.
- Surgical or nonsurgical treatment of TMJ dysfunction.
- Dental treatment of the teeth, gums or structures directly supporting the teeth, including dental X-rays, examinations, repairs, orthodontics, periodontics, casts, splints and services for dental malocclusion, for any condition. However, charges made for services or supplies provided for or in connection with an accidental injury to sound natural teeth are covered provided a continuous course of dental treatment is started within six months of an accident. Sound natural teeth are defined as natural teeth that are free of active clinical decay, have at least 50% bony support and are functional in the arch.
- Unless otherwise covered in this plan, for reports, evaluations, physical examinations, or hospitalization not required for health reasons including, but not limited to, employment, insurance or government licenses, and court-ordered, forensic or custodial evaluations.
- Court-ordered treatment or hospitalization, unless such treatment is prescribed by a Physician and listed as covered in this plan.
- Medical and surgical services, initial and repeat, intended for the treatment or control of obesity, except for treatment of clinically severe (morbid) obesity as shown in Covered Expenses, including: medical and surgical services to alter appearance or physical changes that are the result of any surgery performed for the management of obesity or clinically severe (morbid) obesity; and weight loss programs or treatments, whether prescribed or recommended by a Physician, or under medical supervision.

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- Infertility services when the infertility is caused by or related to voluntary sterilization; donor charges and services; cryopreservation of donor sperm and eggs; gestational carriers and surrogate parenting arrangements; and any experimental, investigational or unproven infertility procedures or therapies.
- Transsexual surgery including medical or psychological counseling and hormonal therapy in preparation for, or subsequent to, any such surgery.
- Medical and Hospital care and costs for the infant child of a Dependent, unless this infant child is otherwise eligible under this plan.
- Nonmedical counseling or ancillary services, including but not limited to Custodial Services, education, training, vocational rehabilitation, behavioral training, biofeedback, neurofeedback, hypnosis, sleep therapy, employment counseling, back school, return to work services, work hardening programs, driving safety, and services, training, educational therapy or other nonmedical ancillary services for learning disabilities, developmental delays (other than neuropsychological testing ordered by a licensed physician to assess the extent of any cognitive or developmental delays in a Dependent child due to chemotherapy or radiation treatment), autism (other than coverage for services for the treatment of autism spectrum disorders as described in **Covered Expenses**) or mental retardation.
- Therapy or treatment intended primarily to improve or maintain general physical condition or for the purpose of enhancing job, school, athletic or recreational performance, including but not limited to routine, long term, or maintenance care which is provided after the resolution of the acute medical problem and when significant therapeutic improvement is not expected.
- Consumable medical supplies other than ostomy supplies and urinary catheters. Excluded supplies include, but are not limited to bandages and other disposable medical supplies, skin preparations and test strips, except as specified in the “Home Health Services” or “Breast Reconstruction and Breast Prostheses” sections of this plan.
- Private Hospital rooms and/or private duty nursing except as provided under the **Home Health Services** provision.
- Personal or comfort items such as personal care kits provided on admission to a Hospital, television, telephone, newborn infant photographs, complimentary meals, birth announcements, and other articles which are not for the specific treatment of an Injury or Sickness.
- Artificial aids including, but not limited to, corrective orthopedic shoes, arch supports, elastic stockings, garter belts, corsets, and dentures.
- Hearing aids, including but not limited to semi-implantable hearing devices, audiant bone conductors and Bone Anchored Hearing Aids (BAHAs), except as provided for a child age 12 or younger in the “Covered Expenses” section. A hearing aid is any device that amplifies sound.
- Aids or devices that assist with nonverbal communications, including but not limited to communication boards, prerecorded speech devices, laptop computers, desktop computers, Personal Digital Assistants (PDAs), Braille typewriters, visual alert systems for the deaf and memory books.
- Eyeglass lenses and frames and contact lenses (except for the first pair of contact lenses that follows keratoconus or post-cataract surgery).
- Routine refractions, eye exercises and surgical treatment for the correction of a refractive error, including radial keratotomy.
- Treatment by acupuncture.
- All noninjectable prescription drugs, injectable prescription drugs that do not require Physician supervision and are typically considered self-administered drugs, nonprescription drugs, and investigational and experimental drugs, except as provided in this plan.
- Routine foot care, including the paring and removing of corns and calluses or trimming of nails. However, services associated with foot care for diabetes and peripheral vascular disease are covered when Medically Necessary.
- Membership costs or fees associated with health clubs, weight loss programs and smoking cessation programs.
- Genetic screening or pre-implantations genetic screening. General population-based genetic screening is a testing method performed in the absence of any symptoms or any significant, proven risk factors for genetically linked inheritable disease.
- Dental implants for any condition.
- Fees associated with the collection or donation of blood or blood products, except for autologous donation in anticipation of scheduled services where in the utilization review Physician’s opinion the likelihood of excess blood loss is such that transfusion is an expected adjunct to surgery.
- Blood administration for the purpose of general improvement in physical condition.
- Cost of biologicals that are immunizations or medications to protect against occupational hazards and risks.
- Cosmetics, dietary supplements and health and beauty aids.

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- nutritional supplements and formulae except for infant formula needed for the treatment of inborn errors of metabolism, and except as provided in the “Covered Expenses” section.
- Medical treatment for a person age 65 or older, who is covered under this plan as a retiree, or their Dependent, when payment is denied by the Medicare plan because treatment was received from a nonparticipating provider.
- Medical treatment when payment is denied by a Primary Plan because treatment was received from a nonparticipating provider.
- For or in connection with an Injury or Sickness arising out of, or in the course of, any employment for wage or profit. For Medical Benefits, this will not apply to any of the Policyholder’s partners, proprietors or corporate officers. However, if payment is made for expenses in the event that third-party liability is determined and satisfied (whether by settlement, judgment, arbitration or otherwise), CG shall be refunded the lesser of: (a) the amount of CG’s payment for such expenses; or (b) the amount actually received from the third party for such expenses. In the event that a workers’ compensation claim is filed, CG shall have a lien on the proceeds of any award or settlement to the extent of its payment of benefits.
- Telephone, e-mail, and Internet consultations, and telemedicine.
- Massage therapy.

These are only the highlights

This summary outlines the highlights of your plan. For a complete list of both covered and not-covered services, including benefits required by your state, see your employer's insurance certificate or summary plan description -- the official plan documents. If there are any differences between this summary and the plan documents, the information in the plan documents takes precedence.

A handwritten signature in blue ink, consisting of several loops and a long, sweeping line extending upwards and to the right.

**Welcome to CIGNA Vision
Town of Vernon
Schedule of Vision Coverage
01/01/11**



Coverage*	In-Network Plan Coverage	Out-Of-Network Plan Reimbursement	Frequency Contract (plan) year (PY)
Exam Copay	\$10	\$10	12 Months
Exam Allowance (one per frequency)	Covered in Full	Covered in Full	12 Months

In-Network Coverage Includes

One vision and eye health evaluation including but not limited to eye health examination, dilation, refraction, and prescription for glasses.

Vision Network Savings Program

Minimum 20% savings on additional purchases of frames and/or lenses, including lens options, with a valid prescription; offered savings does not apply to contact lens materials. Check with your CIGNA Vision Network eye care professional for details.

Standard Coverage Excludes:

- Orthoptic or vision training and any associated supplemental testing
- Medical or surgical treatment of the eyes
- Any eye examination, or any corrective eyewear, required by an employer as a condition of employment
- Any injury or illness when paid or payable by Workers' Compensation or similar law, or which is work-related
- Charges in excess of the Reasonable and Customary charge for the Service or Materials
- Charges incurred after the policy ends or the insured's coverage under the policy ends, except as stated in policy
- Experimental or non-conventional treatment or device
- Claims submitted and received in-excess of twelve-(12) months from the original Date of Service

How To Use Your CIGNA Vision Benefits

1. Locate a CIGNA Vision network eye care professional - visit www.myCIGNA.com – go to the Medical or Dental main page and click on the Vision Benefits link or call CIGNA Vision Member Services: 1.877.478.7557
Prior to enrollment, you may visit www.CIGNA.com to locate a CIGNA vision eye care professional near you. Just click Provider Directory at the top of the screen and then click on CIGNA Vision located in the left hand column.
2. Schedule an appointment – be sure to identify yourself as a CIGNA Vision Enrollee
Present your CIGNA Vision ID Card at the time of your appointment, which will quickly assist the doctor's office to access your plan benefits and verify your eligibility.
Enjoy added savings and virtually no paperwork when you visit an in-network eye care professional.

If you visit an out-of-network eye care professional: submit a completed CIGNA Vision claim form and itemized receipt to: CIGNA Vision, Claims Department: P.O. Box 997561, Sacramento, CA 95899-7561

Claim forms are available by visiting www.myCIGNA.com – go to the Medical or Dental main page and click on the Vision Benefits link or call CIGNA Vision Member Services: 1.877.478.7557.

Reimbursement of covered services, are paid to the subscriber, within ten business days of receipt.

Benefits are underwritten or administered by Connecticut General Life Insurance Company. This information is intended as a summary of benefits only. It does not describe all the terms, provisions and limitations of your plan.

Network providers are independent contractors solely responsible for your routine vision examination and products.

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