

VERNON POLICE CONTRACT
AGREEMENT BETWEEN THE TOWN OF VERNON
AND
THE VERNON POLICE ASSOCIATION

FOR THE PERIOD OF JULY 1, 2006
THROUGH JUNE 30, 2011

VERNON POLICE CONTRACT

ALPHABETICAL INDEX

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AGREEMENT

This agreement entered into effective the first day of July 2006 by and between THE TOWN OF VERNON (hereinafter referred to as the "Town") and VERNON POLICE ASSOCIATION (hereinafter referred to as the "Union"). This agreement is for a period of five (5) years.

ARTICLE I - RECOGNITION

Section 1 - The Town recognizes the Union as the sole and exclusive bargaining agent for all full-time, permanent, investigatory and uniformed members of the Vernon Police Department with authority to exercise police powers, up to and including the rank of lieutenant.

ARTICLE II - MANAGEMENT RIGHTS

Section 1 - Unless expressly and specifically limited, modified, abridged or relinquished by a specific provision of this Agreement, and whether exercised or not, the rights, 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 of the Police Department, shall remain solely and exclusively in the Town including, but not limited to the following: to determine the standards of services to be offered by Police Department employees; determine the standards of selection for employment in the Police Department; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; issue rules and regulations affecting working conditions not specifically covered by this Agreement; enforce them and from time to time change them, provided that the reasonableness of such newly issued or changed rules or regulations shall be subject to the grievance procedure; maintain the efficiency of governmental operations; determine duty assignments and the number of individuals needed for specific assignments and shifts; determine work schedules and hours of work; determine the methods, means and personnel by which the Police Department's operations are to be conducted; determine the content of job classifications; prepare and utilize forms necessary to operate the Police Department; exercise complete control and discretion over its organization and technology of performing its work; and fulfill all of its

responsibilities to the citizens of Vernon.

ARTICLE III - DUES CHECKOFF

Section 1 - The Town agrees to deduct Union membership dues once each week from the pay of those employees who individually and in writing authorize such deductions. The amounts to be deducted shall be certified to the Town by the Treasurer of the Union, and the aggregate deductions of all employees shall be remitted, together with an itemized statement, to the Treasurer of the Union after such deductions are made. The Union agrees to hold the Town harmless from damages arising from the making of such authorized deductions.

Section 2 - In the event an employee receives no pay on the payday of which Union dues are deducted, no deduction shall be made for that week.

Section 3 - When a member's dues are not deducted by reason of the conditions described in Section 2 of this Article or by reason of an extended absence from the Police Department, during which time he/she is not paid, and such member returns to active duty, it shall be the responsibility of the Town to reactivate the deduction of his/her dues.

ARTICLE IV - SENIORITY

Section 1 - Department seniority as used in this Article is defined as the total length of continuous service with the Vernon Police Department. Members who were formerly with the Rockville Police Department prior to consolidation on July 1, 1965, shall be credited with all time spent in the Rockville Police Department, in determining their seniority in the present Vernon Police Department.

Section 2 - Rank seniority as used in this Article is defined as the total length of service of an employee as a permanent appointee to a rank. No employee shall acquire rank seniority in any rank for any period that he/she serves in such rank as a temporary or provisional appointee. During such period of temporary service he/she shall continue to accrue rank seniority in the last rank he/she served in as a permanent appointee.

Section 3 - Consecutive years shall not be broken by vacation time, sick time or any approved leave of absence or suspension.

Section 4 - Seniority shall apply within each division providing any divisions are formed during the term of this contract. The employee with the least seniority shall be considered at the bottom of the seniority list. In the event of a reduction in force, the employee with the least seniority in the entire Department shall be laid off first, regardless of the division to which he/she is assigned. Provided, however, that whenever any regular member of the Department may be laid off, such member shall be afforded the opportunity of returning to his/her former position or rank before any new members are appointed to the Department for a period equal to his/her seniority or two (2) years, whichever is less. Recall rights shall be available for a period of fourteen (14) days after notification of recall is made by certified mail, return receipt requested, to the last known address of the employee.

Section 5 - In the event of any personnel action by the Chief of Police, where seniority should have been applied and appears not to have been, the Officer involved shall have the right to seek redress through the grievance procedure outlined in Article V of this contract.

Section 6 - No employee shall attain seniority rights under this Agreement until he/she has been continuously on the payroll of the Town as a member of the Police Department for a probationary period which shall be of sufficient length to enable the Town to fully determine the employee's ability to perform departmental duties. The normal length of the probationary period shall be one (1) year from the date of successful completion of instruction required by the Connecticut Police Officer Standards and Training Council. The Town will make every effort to secure the employee's training at the earliest possible date. New employees shall be covered by all Articles and Sections of this Agreement except that they may be terminated at the discretion of the Town for any reason whatsoever. During their probationary period, neither such employees nor the Union on their behalf shall have recourse to the grievance procedure in the case of discharge. At the conclusion of an employee's probationary period, that employee's seniority shall date back to his/her original date of employment.

Section 7 - Seniority shall prevail in the selection of work shifts, which shall be selected quarterly on the first (1st) day of each January, April, July and October.

ARTICLE V - UNION SECURITY

Section 1 - All present employees and all employees hired after' the date on which this Agreement is signed, shall, as a condition of employment, become and remain members of the Union within thirty (30) calendar days after this Agreement is signed or after their date of hire, whichever is applicable.

ARTICLE VI - GRIEVANCE PROCEDURE

Section 1 - Purpose. The purpose of the grievance procedure shall be to settle employee grievances on as low an administrative level as possible to insure efficiency and morale.

Section 2 - Definition. A grievance for purposes of this procedure shall be considered to be an employee or police union complaint concerned with:

- A. Discharge or other disciplinary action.
- B. Interpretation and application of rules and regulations and policies of the Police Department.
- C. Matters relating to the interpretation and application of the Articles and Sections in this Agreement.

Section 3 - Procedure.

- A. Any employee may use this grievance procedure with or without union assistance. Should an employee process a grievance through one or more of the steps provided herein prior to seeking Union aid, the Union may, at its discretion, process the grievance anew from the first step or from the next succeeding step following that which the employee has utilized.

- B. No grievance settlement made as a result of an individually processed grievance shall contravene the provisions of this Agreement.

INFORMAL GRIEVANCE LEVEL – Any employee who has a grievance shall first bring the grievance to his/her immediate supervisor before processing the grievance at step one. The supervisor shall submit his/her decision within three (3) workdays of the initial presentation.

STEP ONE - Any employee who has a grievance shall reduce the grievance to writing and submit it within thirty (30) calendar days to the Captain of Police, who shall use his/her best efforts to settle the dispute. The Captain's decision shall be submitted in writing to the aggrieved employee and his/her representative, if he/she is represented, within ten (10) calendar days of receipt of the grievance. If the Captain position is not filled, the grievance shall be filed in writing directly to the Chief of Police within the thirty (30) day timeframe set forth in this section.

STEP TWO - If the complainant and his/her representative, if represented, are not satisfied with the decision rendered, he/she or his/her representative shall submit the grievance in writing to the Chief of Police or his/her designee within ten (10) calendar days. The Chief or his/her designee shall meet with the grievant and, if represented, with up to two (2) representatives, only one (1) of whom shall be paid, within five (5) calendar days of receipt of the grievance. The Chief or his/her designee shall, within ten (10) calendar days of such meeting, submit his/her decision to the complainant and his/her representative, if represented.

STEP THREE - If the grievant and his/her representative, if represented, are not satisfied with the decision rendered, he/she or his/her representative shall submit the grievance in writing to the Town Administrator or his/her designee within ten (10) calendar days. The Town Administrator or his/her designee shall meet with the grievant and, if represented, with up to two (2) representatives, only one (1) of whom shall be paid, within ten (10) calendar days of receipt of the grievance. The Town Administrator or his/her designee shall, within ten (10) calendar days of such meeting, submit his/her decision to the complainant and his/her representative, if represented.

Section 4 - Grievance Arbitration. 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 party may submit it to the Connecticut State Board of Mediation & Arbitration within twenty-one (21) calendar days with

notice to the Town, and the decision rendered by the arbitrator(s) shall be final and binding upon the parties. The arbitrator(s) 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 & Arbitration. The arbitrator(s) shall arbitrate only one grievance at a time unless grievances arise directly out of the same incident. By mutual agreement the parties can submit a representative grievance to arbitration.

Section 5 - Police Union as a Complainant. The Police Union shall be entitled to submit grievances in the name of the Police Union in the same manner as is provided herein for employees. The Town may also use the grievance and arbitration procedure.

Section 6 - Time Extensions. Time extensions beyond those stipulated in this grievance procedure may be arrived at by mutual agreement of the parties concerned. The Union has the option of filing to the next step of the grievance procedure if no response is received from the Town within the time limits established at the applicable step of the grievance procedure by filing at the next step within ten (10) days of the Town's decision due date.

Section 7 - Representation. Employees and the Police Union shall have the right and choice of representation whenever representation is desired by either individual employees or the Police Union. The Town shall have the right and choice of representation whenever desired at its own expense.

Section 8 - A grievance which arises as a result of disciplinary action taken by the Town may be filed in accordance with this Agreement at the step next above where such action was taken.

Section 9 - When a person, during the grievance procedure, calls upon, subpoenas or otherwise summons another employee to speak, testify or otherwise be present at any step of the grievance procedure, said cost and/or wages of said employee will not be paid by the Town if said employee is off duty. Wages will be paid for:

1. The aggrieved party at all times while on duty;
2. One additional party while on duty, as required to appear.

ARTICLE VII - SICK LEAVE PROGRAM

Section 1 - Sick leave shall be considered to be absence from duty with pay for the following reasons:

- A. Illness or injury, except where directly traceable to employment by an employee other than the Town of Vernon.
- B. When the employee is required to undergo medical, optical or dental treatment and only when this cannot be accomplished on off duty hours.
- C. When the serious illness of a member of the employee's immediate family (including civil union partner) requires his/her personal attendance a medical certificate may be required after two (2) days.
- D. In the event that an employee requests sick leave after having commenced his/her shift, the employee will be paid for all hours worked and sick leave will be charged or deducted in one (1) hour increments for the remainder of the shift.

Section 2

- A. Employees who are absent from duty due to illness or accident for which they are entitled to compensation under the Worker's Compensation Act shall not be charged sick time.
- B. An employee who is entitled to compensation under the Workers' Compensation Act shall receive compensation from the Town in an amount which, when added to Worker's Compensation payments received, shall provide him/her with compensation equal to his/her regular pay for a period not to exceed one (1) year.
- C. Said amounts shall be payable by the Town at the time Workers' Compensation benefits are paid. The Town may, however, in its discretion, pay an employee his/her full compensation from the date an injury or illness commenced, provided that the employee involved shall make the Town whole by endorsing over to the Town any Workers' Compensation checks he/she receives for which he/she has already received money, provided

further that if it is eventually determined that the employee is not entitled to Worker's Compensation benefits the employee shall make the Town whole for all monies received.

- D. Nothing herein shall be construed so as to prohibit an employee from petitioning the Town Council for an extension of the one (1) year limit set forth herein.

Section 3 - Leave shall be granted when in accordance with this Article and leave and reasonable accommodations shall also be granted in accordance with section 46a-60(a)(7) of the Connecticut General Statutes for disabilities due to pregnancies. Should the above cited law become invalid or unconstitutional for any reason, the parties agree to renegotiate the Agreement.

Section 4 - Sick leave allowance shall be earned by each employee at the rate of one and one-quarter (1 and ¼) days for each calendar month of service. Each employee, as he/she is hired, shall receive a reserve of six (6) days of sick leave credit, which shall be given back to the Town once an employee has accumulated eighteen (18) days of sick leave for all officers hired after January 1, 1994.

- A. Any employee who has three (3) months of continuous service who has not used more than seven (7) hours of sick time shall receive one (1) earned day. The total days that he/she may accumulate shall be four (4) in one (1) year and the employee must take this time within that year or it will be given back to the Town. The employee may take this time at his/her request with the approval of the Chief of Police.
- B. Any employee who has completed four (4) years of service and terminates employment with the Vernon Police Department in good standing shall be paid fifty percent (50%) of all sick time accumulated to the employee's maximum sick time as set forth in Section 6 of this Article.
- C. An employee who has completed twenty (20) years of service with the Vernon Police Department in good standing and terminates his/her employment or elects early retirement will be paid seventy five percent (75%) of all sick time accumulated to the employee's maximum sick time as set forth in Section 6 of this Article.

Section 5 - Sick leave earned in any month of service shall be available at any time during any subsequent month.

Section 6 - For all Officers hired prior to July 1, 2003, all unused sick leave earned during continuous employment may be accumulated to a maximum of one hundred and eighty (180) days, and the maximum shall remain one hundred and eighty (180) days for the Officer's career with the Vernon Police Department and the Town of Vernon. For all Officers hired after January 1, 2004, all unused sick leave earned during continuous employment may be accumulated to a maximum of one hundred fifty (150) days, and the maximum shall remain one hundred fifty (150) days.

Section 7 - Sick leave shall continue to accumulate during leaves of absence with pay and during the time an employee is authorized sick leave or vacation time.

Section 8 - No credit for sick leave shall be granted for time worked by an employee in excess of his/her normal work week.

Section 9 - No sick leave shall accrue during a leave of absence without pay.

Section 10 - A doctor's certificate may be required for submission to the Department head for a period of absence consisting of more than three (3) consecutive working days. Nothing herein shall preclude the Chief of Police and/or his/her designee from requesting a doctor's certificate when the Chief and/or his/her designee has a good faith reason to suspect an abuse of sick leave. Thereafter, if sick leave is being abused as determined by the Chief and/or his/her designee, the Chief and/or his/her designee will be entitled to counsel the employee. Continued abuse will result in the employee receiving a written reprimand that will clearly outline disciplinary steps to be taken if sick leave abuse continues. Anytime the suspected sick leave abuse is repeated thereafter, the employee(s) may be required to produce a doctor's certificate to attest to the legitimacy of the illness for which sick leave is claimed for a period of one (1) year.

Section 11 - An employee, 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. If an employee's accumulation is depleted by an injury or illness

during the final three (3) years of employment for which a physician's certificate is provided, the Town shall credit to the employee, upon retirement, the number of days of sick leave previously earned and forfeited to the Town to the employee's maximum sick time accumulation as set forth in Section 6 of this Article. In the event of the death of any employee, his/her unused accumulated sick pay shall be paid to the beneficiary designated by the employee in writing and retained in his/her service folder. In the event said employee has failed to designate a beneficiary in writing prior to his/her death, the Town shall pay said pay to the spouse of the employee, if any, and if said spouse is not alive, to the children of said deceased employee. In the event no designation in writing is made and the employee has no spouse or children, the pay shall be given to the estate of the deceased employee.

Section 12 - There shall be maintained by the Department a record for each employee of all sick leave taken, accumulated and forfeited. At the end of each fiscal year each employee will receive from the Department a copy of his/her accumulated sick leave.

Section 13 - In exceptional cases where sick leave has been used up, the Town Council may honor requests for additional sick leave. Such requests shall be in writing from the employee or his/her designated representative to the Town Administrator. The Town Administrator will forward the request to the Town Council.

ARTICLE VIII - LEAVES AND ABSENCES

Section 1 - Military leave shall be granted, not to exceed two (2) weeks, to permanent employees when required to serve on active reserve or National Guard duty. During this period, the employee shall be paid the difference, if any, between his/her regular police pay and military pay. Time on military leave shall be included in computing seniority earned in the police service. Copies of orders to active duty shall be supplied to the Chief of Police. Unpaid military leave shall be granted, consistent with the Uniformed Services Employment and Reemployment Rights Act ("USERRA"), to permanent employees when required to serve on active reserve or National Guard duty.

Section 2 - In the event of death in the immediate family, leave not to exceed three (3) days shall be granted with full pay. The immediate family shall include mother, father, sister, brother, husband, wife, civil union partner, son, daughter, grandchild,

mother-in-law, father-in-law or any relative who is an actual member of the household. In case such relative's death and burial take place at a distant location and the employee does not attend, one (1) day off will be allowed.

Section 3 - In the event of a death of a grandparent, brother-in-law, sister-in-law, aunt, uncle, niece or nephew of the employee or spouse, or civil union partner, one (1) day will be allowed, provided the employee attends the funeral.

Section 4 - Jury duty leave- Any member of the Union who is required to perform jury duty shall be compensated in accordance with the Conn. Gen. Stat. §51-247.

ARTICLE IX - VACATIONS AND HOLIDAYS

Section 1 - The following days shall be observed as paid holidays. The holidays listed in Column A will be observed on the traditional day; the holidays listed in Column B will be observed in accordance with the schedule of the Town of Vernon.

COLUMN A	COLUMN B
New Year's Day	Martin Luther King Day (Monday)
Lincoln's Birthday	Presidents' Day
Easter Sunday	Good Friday or Yom Kippur
Independence Day	Memorial Day (Monday)
Labor Day	Columbus Day (Monday)
Thanksgiving Day	Veteran's Day
Christmas Day	

Section 2 - Employees who may be off duty on paid sick leave or who may be on vacation shall be paid for any holidays that occur during such periods.

Section 3 - An employee working on a holiday shall receive the rate of time and one-half (1 and ½) for the hours so worked and shall, in addition, receive eight (8) hours holiday pay based upon his/her regular rate of pay. An employee working on Thanksgiving Day and/or Christmas Day shall receive the rate of two (2) times for the

hours worked and shall, in addition, receive eight (8) hours holiday pay based upon his/her regular rate of pay.

Section 4 - An employee who has completed one (1) year of service shall be entitled to a vacation of ten (10) working days annually, five (5) of which may be taken upon completion of six (6) months of service.

Section 5 - An employee who has completed five (5) years of service shall be entitled to a vacation of fifteen (15) working days annually.

Section 6 - The vacation period shall be between July 1st of one year through June 30th of the next. All vacations must be completed during this time and are not cumulative. The Town must afford opportunity for the employee to take his/her vacation within the fiscal year.

Section 7 - An employee who has completed six (6) years of service shall receive one (1) additional vacation day, plus one (1) additional day of vacation for each additional year of service beyond six (6) years, to a maximum of twenty (20) working days. An employee who has completed fifteen (15) years of service shall receive one (1) additional vacation day, plus one (1) additional day of vacation for each additional year of service beyond fifteen (15) years to a maximum of twenty-five (25) days per year.

Section 8 - Choice of date by employees shall be granted wherever practical, but operating requirements of the Police Department shall prevail. When a choice of date has been granted, it will not be interfered with, except in the case of emergency. Rank seniority shall govern in case of conflict between employees of similar rank. Employees who fail to submit a choice of vacation dates shall forfeit vacation choice by seniority for that year. An employee may be paid for up to five (5) days vacation if the Town is unable to provide the employee with the vacation period of his/her choice and one (1) alternate period of choice, provided such request is made within guidelines of established departmental procedure.

ARTICLE X - INSURANCE AND PENSION

Section 1

- A. An employee may choose between Anthem Blue Cross Blue Care HMO or Anthem Blue Cross Century Preferred PPO. Either of these plans shall include the Anthem Blue Cross Blue Shield Full Service Dental Care. Employees shall contribute to a Section 125 IRS Plan seven and one-half percent (7.5%) of the applicable premium from June 30, 2006 through June 30, 2008 and as set forth in the attached Exhibit 1. Thereafter, insurance modifications to the made as set forth in the attached Exhibit 1, effective July 1, 2008. Effective July 1, 2008, the premium share contributions for employees shall be as follows:

Year	Anthem Blue Care HMO	Anthem Blue Cross PPO
July 1, 2008-June 30, 2009	8.0%	10%
July 1, 2009-June 20, 2010	8.5%	13%
July 1, 2010-June 30, 2011	10.0%	15%

Effective July 1, 2008, each employee will pay the same percentage of the dental premium share as they pay for the medical premium.

- B. 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. During the open enrollment period, an employee may voluntarily elect to waive, in writing, the coverage set forth above, and in lieu thereof, shall receive an annual payment of one thousand dollars (\$1,000.00), paid in two (2) installments of five hundred dollars (\$500.00) on or about October 1st and April 1st.
- C. Additionally, the Town shall provide the following:
1. Group term life insurance in the amount of forty thousand dollars (\$40,000.00) for employees only.

2. Accidental Death and Dismemberment insurance in the amount of eighty thousand dollars (\$80,000.00) for employees only.
3. Effective April 1, 1992, the Town agrees to provide an employee assistance program to all employees.
4. Connecticut Blue Cross 65 and Connecticut Medical Service 65.

Blue Cross 65 hospital coverage.

Section 2 - The premium share set forth in Article X, Section I. A. is not applicable to this section of the contract.

The Town agrees to provide the insurance coverage specified in Article X, Section I. A. for employees who retire after July 1, 1988.

A. The following exceptions shall apply:

1. none of the insurance specified in Article X, Section 1 shall be provided for the dependents of employees;
2. retiring employees shall have the option to purchase additional coverage for dependents at their own expense;
3. once a retired employee reaches age 65, the Town will provide the Blue Cross 65/CMS 65 Supplemental Plan; and

B. Provision of these insurance coverage will begin in the month following the retiree's birth date according to the following schedule:

Retirement Age	Town-paid Percentage	Employee-paid Percentage
Early retirement	50%	50%
49	50%	50%
50	50%	50%

51	50%	50%
52	50%	50%
53	50%	50%
54	50%	50%
55	75%	25%
56	75%	25%
57	75%	25%
58	75%	25%
59	75%	25%
60	100%	0%
61	100%	0%
62	100%	0%
63	100%	0%
64	100%	0%
65	100%	0%

C. The Town agrees to provide fifty percent (50%) of the cost of the insurance coverages specified in Article X, Section 1. A. for employees who retire after July 1, 1992, subject to the following terms and conditions:

1. none of the insurances specified in Article X, Section 1 shall be paid by the Town for the dependents of employees or for employees who elect early retirement;
2. an employee who elects an early retirement date may purchase the insurances specified in Article X, Section 1 and retiring employees shall have the option to purchase coverage for dependents at their own expense;

3. the Town shall pay fifty percent (50%) of the cost of the insurance specified in Article X, Section 1 in the month following the employee's normal retirement date; and,
4. once a retired employee reaches age 65, the employee may purchase a Medicare Supplemental plan at his/her own expense.

Section 3

- A.
1. The Town may change or substitute insurance carriers or managed care organizations for the above-referenced health benefit programs as long as the level of benefits are the same or better than those provided under Article X, Section 1 and 2 of this Agreement.
 2. In the event that the level of benefits, as defined below, are decreased, either by Anthem Blue Care, the Town or by a new insurance carrier the parties agree to reopen negotiations for the limited purposes of negotiating over health insurance. The level of benefits will be determined on July 1st of each contract year.

The "level of benefits" shall be defined as the benefit designs in effect on January 1, 2001. Changes in the "level of benefits" caused by the following shall not be considered a "decrease" in the level of benefits and therefore there would be no obligation to reopen negotiations:

- Changes caused by state mandates;
- Changes made to pediatric and/or adult care schedules due to changes made to the American Medical Association (AMA) and/or the American Academy of Pediatric (AAP) guidelines.

Changes made to the network of doctors and/or hospitals shall not be deemed as a change in the level of benefits.

The parties agree that Article X, Section 3, subsection A. 2. shall be in effect only through June 30, 2003 and shall expire by its terms at such time.

- B. In the event that the insurance carrier providing the benefits terminates the current insurance plan, is no longer in business, has merged or been acquired by another carrier, the parties agree to negotiate for new insurance coverage immediately.

Section 4 - Pension. The provisions of the retirement system for the Town of Vernon, as it applies to the employees of the police department, shall be amended effective July 1, 1992 in accordance with Amendment XVI of the Town of Vernon Pension Plan appended hereto, and incorporated in and made part of the agreement.

Section 5 - The Town agrees to provide a long term disability insurance benefit after 365 days of continuous disability at the rate of sixty percent (60%) of Basic Monthly Salary to a maximum of four thousand dollars (\$4,000.00), payable to normal retirement date or earlier recovery.

Section 6 - The Union agrees to participate in a health insurance committee formed to review issues related to health insurance.

ARTICLE XI - OVERTIME

Section 1 - All assigned, authorized or approved service outside of the out-of-turn of an employee's regularly scheduled tour of duty or shift, including service on an employee's scheduled day off, or sick day, or during his/her vacation and service performed prior to the scheduled starting time for his/her regular tour of duty and service. Time worked in excess of eight (8) hours on any work day or forty (40) hours in a work week shall be considered overtime and shall be paid at the rate of time and one-half (1 and ½) of the applicable rate. There shall be no pyramiding of overtime in any instance.

Section 2 - Employees required to return to work on their day(s) off shall be paid not less than four (4) hours at time and one-half (1 and ½) their respective rate of pay or the hours worked at time and one-half (1 and ½) their respective rate of pay, whichever is greater.

Employees who are on benefit time, which does not cause overtime at the time the leave was authorized, may be contacted to work overtime on their shift through the

normal overtime procedures and receive compensation for hours worked at one and one half (1 and ½) times their rate of pay.

Employees who are on benefit time, for which overtime was used to cover their shift at the time their leave was authorized, may be contacted to work an open shift, however, if accepted the benefit time will be credited back to the employee and they will be compensated at straight time for hours worked.

Employees, on benefit time, electing to work overtime on a shift other than the one assigned, will be compensated at one and one half (1 and ½) times their rate of pay.

Section 3 - Employees required to return to duty to perform overtime duties on a regular working day, and when such hours are not continuous with the initial or terminal hours of the regular shift hours, shall be paid not less than four (4) hours pay at time and one-half (1 and ½) or the hours worked at time and one-half (1 and ½).

Section 4 - An employee shall not be required to reduce his/her regularly assigned tour of duty when required to report, as in Section 3 above, to avoid the payment of overtime.

Section 5 - Regular member of the Department shall be given first preference for all overtime assignments when the replacement is to replace regularly assigned employees.

Section 6 - In the event the Town elects to fill a vacancy by volunteers on a shift and cannot do so, the least senior officer going off duty will be held over for four (4) hours and the least senior officer on the shift coming on duty will be called in early for four (4) hours, and so forth until all vacancies are filled, provided that no bargaining unit member will be held over or called in early for more than one (1) day consecutively. The least senior officer shall be selected from those patrol officers normally assigned to a shift that are working that day and shall not include patrol officers already working overtime or an exchange day.

Section 7 - Employees will not work more than twenty (20) hours per week at private job overtime (excluding regular days off) in any one work week period. Employee overtime should not overlap regular duty or other jobs. The Chief of Police and/or his/her designee may approve exceptions to these provisions.

Section 8 - Compensatory time may be accrued in lieu of overtime wages at the rate of one and one-half (1 and ½) times the hours worked. No employee may hold more than forty (40) hours of compensatory time but there shall be no limit on the time accrued and used during a fiscal year. The Chief of Police or his designee may offer compensatory time in lieu of overtime payment in certain instances where the employee's attendance at meetings, seminars,, or other work details is completely voluntary, except that where established procedures and policies exist for the fair and equitable dispensing of overtime, no employee shall be penalized or passed over for not accepting compensatory time. The choice of compensatory time or overtime pay remains that of the employee provided the employee chooses prior to the work being performed. At no time will the use of compensatory time trigger overtime in order for the employee to be replaced. Compensatory time may be used either at the beginning or an end of a tour of duty, or may be used to take whole tours of duty off. Any compensatory time not scheduled for use prior to June 15th of each fiscal year shall be paid to the employee at the applicable rate. It shall be the responsibility of the Town to maintain and have available a list of those employees who hold compensatory time in order that requests for time off to be evaluated promptly.

ARTICLE XII - EXTRA WORK

Section 1 -- The procedure for assignment of extra duty work shall be set forth in the attached Appendix D. Any employee assigned Extra Work or Extra Police duty from such roster shall be paid: at the rate of time and one-half (1 and ½) the top Patrol Officer's rate with a minimum of four (4) hours.

Section 2 - Available Regulars shall have first right of refusal on all Extra Work.

Section 3 - Cancellation of Extra Work shall require four (4) hours notice or the minimum of four (4) hours shall be paid.

Section 4 - In the event more than one (1) Officer splits a job, only the minimum of four (4) hours shall be paid to the first Officer signing for the job. For example, if a job is seven (7) hours in length and two (2) Officers split the job, the first shall receive four (4) hours and the second three (3) hours.

ARTICLE XIII - PROMOTIONS

Section 1 - All ranks as described hereinafter, and any new ranks in the bargaining unit that may be created hereinafter, shall be filled by examination.

Section 2 - The Town of Vernon shall conduct any such examination which shall be consistent with recognized and established examination procedures designed to determine in a fair and just manner the individuals best qualified for the rank or position for which the examination was given. Such examinations for Sergeants shall consist of two (2) parts: a written test which shall carry a weight of fifty percent (50%), and an oral test which shall carry a weight of fifty percent (50%). A passing score of 70% or more will be required for the candidate to continue with the testing process. The Town reserves the right to select from among the three (3) most highly ranked candidates for each individual promotional vacancy. In lieu of the above examination, for Lieutenants the Town may use an assessment center or any combination thereof. All test lists shall remain active for a period of one (1) year starting from the date that the list is established. The Mayor or his/her designee shall notify the Union in writing that a list has expired and may be extended. However, said lists cannot be extended for an additional year per the Mayor of Vernon or his/her designee if someone becomes eligible to take the examination within the initial year and so notifies the Mayor of Vernon of their desire to take the test. The Mayor or his/her designee shall notify the Union in writing if the existing list will be extended for an additional year consistent with the preceding sentence.

Section 3 - A Patrol Officer will be eligible for promotion to Sergeant upon completion of five (5) years of continuous service with the Vernon Police Department based upon the date of the first phase of the examination. Registration and filing of resumes are not considered to be the examination. A Sergeant will have two (2) years of continuous service with the Vernon Police Department as a Sergeant before he will be eligible for promotion to Lieutenant. The position of Captain will be filled from among Lieutenants of the Vernon Police Department provided qualified candidates are available on this basis. All promotions will be made from the ranks of the Vernon Police Department with the exception of the position of Chief of Police.

Section 4 - Promotion to any rank governed by this Agreement will have a nine (9) month probationary period. If said probationary period is not successfully completed, the employee will revert to his/her last held rank without loss of seniority. Said employee may grieve any such reduction in rank under Article VI (Grievance

Procedure) of this Agreement.

Section 5 - The Town will establish a rank of Police Officer on Special Assignment/Detective. Police Officers may be assigned as investigative trainees in the Detective Division for no longer than six (6) months. At the end of such time, such employee will be appointed as Police Officer on Special Assignment/Detective or returned to patrol duty as a Police Officer. There will be no additional compensation for employees on Special Assignment/Detective. Removal from Police Officer on Special Assignment/Detective positions after the initial six (6) month training period by the Chief of Police will be allowed for just cause reasons.

Section 6 - Rotational Assignment of Supervisors

- A. The assignment of Sergeants and Lieutenants to non-patrol assignments shall rotate among Sergeants and Lieutenants who desire such assignment every two years by rank seniority. Sergeants and Lieutenants who do not desire such assignment shall not be required to accept it. In the event that no Sergeants or Lieutenants desire the assignment, the least senior Sergeant or Lieutenant will be assigned on a yearly basis. After one (1) year, a rotation by seniority shall again proceed, however, if there is no desire for the assignment again, the next-to-least senior will be assigned on a rotating annual basis. This shall not apply to Sergeants or Lieutenants during their probationary period. This shall include the Sergeant(s) and Lieutenant(s) assigned to the Detective Division and any other non-patrol supervisory assignments that are made in the future.
- B. The employee assigned to Administration, Planning & Training shall not be included in this rotation.
- C. The rotation of sergeants assigned to the Detective Division shall begin January 1, 1995. The position shall be offered to sergeants who have not previously worked in the Detective Division as sergeants in order by seniority. Sergeants who have previously worked in the Detective Division as sergeants shall not be offered the position in the first rotation. Once the position has been offered to all sergeants who have not previously worked as sergeants in the Detective Division as sergeants, the position shall be offered to the senior sergeant and shall then rotate among all sergeants by seniority.

- D. The rotation of lieutenants assigned to the Detective Division shall begin January 1, 1996. The position shall be offered to lieutenants who have not previously worked in the Detective Division as lieutenants in order by seniority. Lieutenants who have previously worked in the Detective Division as lieutenants shall not be offered the position in the first rotation. Once the position has been offered to all lieutenants who have not previously worked as lieutenants in the Detective Division as lieutenants, the position shall be offered to the senior lieutenant and shall then rotate among all lieutenants by seniority.
- E. The Chief of Police may transfer any supervisor from the Detective Division to patrol due to ineffective performance. The supervisor next on the rotational list who desires such assignment to the Detective Division shall complete the un-expired portion of the rotation and shall then receive his/her rightful rotation.
- F. Temporary positions may not exceed twelve (12) months.

ARTICLE XIV - CLOTHING ALLOWANCES

Section 1 - Effective July 1, 2001, employees will be granted a draw at the beginning of each fiscal year for clothing allowance in the amount of \$650.00. An additional draw equal to \$850.00 will be granted to a new Patrol Officer at the time hired to purchase required clothing.

Section 2 - The Town agrees to pay the cost of cleaning of uniforms for the employees of the Police Department, not to exceed the following:

- a. Five (5) shirts per week.
- b. Three (3) pairs of trousers per week.
- c. Six (6) coats per year.

Cleaning for male/female Police Officers shall be provided in accordance with the above provisions.

Section 3 - Each employee who terminates his/her service with the Police Department shall return to the Town any and all uniforms and equipment issued to such member.

Section 4 - Effective July 1 1994, the Town shall provide soft body armor (bullet-proof vest) as recommended by the Grooming Standards Committee and approved by the Chief of Police to any newly hired officer who indicates in writing his/her desire to receive one and commitment to wearing one while on duty. Replacement vests will be provided to any officer who indicates in writing his/her desire to receive one and commitment to wearing one while on duty at such time as the current equipment or part thereof is no longer certified for use by the manufacturer.

Section 5 - Any expendable supplies required by the Town shall be provided and replaced at Town expense, such supplies to be determined by the Grooming Standards Committee, subject to the approval of the Chief of Police.

ARTICLE XV - DISCIPLINE AND DISCHARGE

Section 1 - The Town shall have the right to discipline or discharge employees for just cause.

Section 2 - The Union shall receive a copy of any disciplinary action within twenty-four (24) hours after such action has been taken.

Section 3 - The Chief of Police or his/her designee shall have the authority to discipline an employee or take other appropriate action for that employee's acts or omissions in accordance with this Article provided that no employee shall be suspended, demoted or removed without a hearing within five (5) days unless such employee waives the right to a hearing in writing. Nothing herein contained shall deprive the Town of the power to suspend a Police Officer from duty immediately without a hearing who has been charged with misconduct which would affect his/her ability to perform his/her duties without prejudice to the rights of the officer.

Section 4 - Any employee against whom it is decided disciplinary action may be instituted shall be confronted with the charges against him/her in writing and shall be given an opportunity to respond to those charges along with the right to examine copies of all documentary evidence used against him/her at any Town hearing.

Section 5 - Any hearing held pursuant to this Article shall be informal and closed to the public provided that witnesses shall be sworn and subject to cross-examination and any party to the hearing shall have the right and choice of representation, the right to reasonable notice of the time and place of the hearing and the right to present evidence at the hearing. The disciplinary procedures of the Police Rules and Regulations are incorporated into this Agreement by reference. If any conflict between those procedures and this Article or another Article in this Agreement exists, this Agreement shall prevail.

Section 6 - Any disciplinary action or discharge may be grieved.

Section 7 - Any employee who has been disciplined or discharged and who is completely exonerated shall be reinstated without prejudice or loss of seniority and compensated for loss in regular wages. No record of such disciplinary action shall be retained in the employee's personnel file.

Section 8 - The Union recognized that the members of said Union are governed by Police Department Rules and Regulations in accordance with Chapter XI, Section 10 (c) of the Charter of the Town of Vernon presently in effect in the Vernon Police Department and agrees to be governed by said Rules as amended from time to time in the future.

ARTICLE XVI - GENERAL PROVISIONS

Section 1 - Union officers and delegates of the local Union shall be given time off to attend meetings and conventions without loss of pay, provided that at no time shall more than two (2) employees of the Department be granted this privilege without loss of pay, the total of which shall not exceed ninety-six (96) hours during any year. The minimum allowance of time off for the purpose of this Section shall be four (4) hours. The Union agrees to give reasonable notice to the Town of intention to be absent from work and both parties agree that time off will be allowed only after considering the manpower needs of the Police Department.

Section 2 - The Town of Vernon further agrees to continue in force, for the duration of this Agreement, all those benefits and privileges previously granted to and enjoyed by the members of the Department, but which may not have been specifically mentioned herein.

Section 3 - If any Article or Section of this Agreement is declared invalid for any reason, such declaration of invalidity shall not affect the other Articles and Sections or portions thereof which shall remain valid and in full force.

Section 4 - The following inoculations will be given to employees: rabies, hepatitis-B, influenza, tuberculosis and tetanus shots. These shots will be provided by the Town and shall be done during the time when the employee is available. These inoculations shall be taken if the employee desires them and will be of a voluntary nature. Further, the Town agrees to provide testing for any employee who has reasonable grounds to believe he/she has been exposed to a contagious disease including but not limited to HIV, hepatitis-B, or provided the employee has indicated in writing a desire to receive such testing.

Section 5 - This language shall apply only to Associate, Bachelor and for first Masters courses. Accordingly, bargaining unit members shall not be eligible for an allowance for Ph. D., Juris Doctor or second Masters.

- A. Employees may enroll in any college courses in subjects such as law enforcement, criminal justice, police science, police administration, public administration, psychology, sociology, pre-law, human services, or other subjects with the approval of the Chief of Police. The parties understand and agree approval of the Chief of Police applies to any courses.
- B. Prior to enrolling in such a course (as set forth in Section 5. A. above) or purchasing any materials for such a course, an employee shall make a written request to the Chief of Police for an allowance to attend the course(s). The request should provide such details as the name of the course(s) the employee proposes to take, a brief description of the course(s), the name of the institution where the course(s) will be given, etc. The employee seeking an allowance must comply with this language.
- C. Upon approval, the employee shall be entitled to an allowance of one thousand dollars (\$1,000.00) per fiscal year for the purpose of paying tuition, registration fees, and textbooks for the above-described course or courses, or seventy-five percent (75%) of the actual cost, whichever is greater.

- D. Upon completion of any courses taken pursuant to this Section and prior to the end of the fiscal year, receipts for all fees or tuition paid or books purchased for courses shall be provided to the Chief of Police or his/her designee, as well as a copy of the transcript or some other official document indicating the grade(s) received.
- E. In the event a course is not satisfactorily completed or the amount spent is less than the amount received, the employee shall reimburse the Town for monies provided him/her under this Section.

Section 6 - The Town shall provide insurance to protect the employees of the Police Department from suits brought for alleged false arrest, and the Town shall provide the services of the Town Counsel or other legal counsel to defend the employees, at the expense of the Town.

Section 7 - The Town shall make the pay period weekly, beginning with the effective date of this contract. Credit Union deductions shall also be made weekly. The Town will provide for direct deposit of pay checks to banking institutions chosen by employees provided appropriate administrative arrangements can be made with such institutions in the Town of Vernon.

Section 8 - Before an employee begins his/her employment, the insurance coverages and personnel rules pertaining to the Police Department shall be fully explained by a representative of the Administrative Office.

Section 9 - Each member of the Department shall be reimbursed a maximum of \$250.00 per occurrence by the Town for any loss or damage to clothing or personal property not otherwise covered by insurance or Workers' Compensation. Each claim for clothing or personal property must be supported by proof of loss or damage, including a statement as to the value of loss of, property. Each claim made must be reported at the end of the shift for the day in which the loss was sustained to the office in charge of that shift.

Section 10 - Physical Examinations:

- A. If the Chief of Police determines that an officer's physical or mental health affects the officer's ability to competently perform his/her job, the Chief of Police may order said employee to be examined by a physician at the Town's

complete expense. The Chief of Police will receive a copy of said examination report. If said examination report indicates a condition that should be corrected on the advice of the examining physician, said advice will be followed. The Chief of Police will have the right to counsel any employee who fails to comply with this Section. Nothing herein shall restrict the employee from seeking a second opinion in his/her defense. The Chief of Police will handle any such incidents under this Section with strict confidentiality.

- B. Each employee will be required to complete a physical examination in accordance with the appended schedule (see Appendix A). The employee's physician shall sign the appended certificate (attached as Appendix B) which certifies that the employee has been examined in accordance with the appended physical examination schedule; and that when correctable conditions exist, said conditions are being corrected; and where risk factors that predispose to heart and lung disease are found, a plan for reducing or eliminating these factors has been established. The choice of a physician will remain strictly with the employee. The Town shall not receive, nor is entitled to receive, the employee's medical records or to discuss said medical records with the employee's physician unless so authorized in writing by the employee.
- C. The employee's physician shall certify that he has examined the employee's position description and has determined that the employee is medically able to perform the duties of the position; if the employee's physician refuses to certify conformance to the above conditions, the employee agrees that the Town may obtain medical records and discuss the same with the employee's physician.
- D. The required physical examination and testing specified in Appendix A will be completed during the employee's regular working hours and shall be paid through available employee's health insurance plans, provided the Town shall pay for any deductible or co-insurance expenses. Employees who cannot complete the required physical examination during regular working hours shall be compensated at the rate of one and one-half (1 and ½) times his/her base hourly rate, to a maximum of eight (8) hours. The Town recognizes that the examining physician may require further examinations

and tests which may not be specified in Appendix A, but which are deemed necessary by the examining physician, which will be paid through the employee's health insurance plan, provided the Town agrees to pay for such additional examinations and tests consistent with the intent of this Section not covered by the employee's health insurance plan.

- E. Individuals hired after July 1, 1988 shall be required to stop smoking within thirty (30) days of employment and shall not smoke while employed by the Vernon Police Department.

Section 11 - Space shall be provided in the Police Department for a Union bulletin board of reasonable size, to be supplied by the Town for posting of announcements relating to official Union business and activity.

Section 12 - Copies of existing General Orders, Special Orders and Personnel Orders shall be supplied to the Union. The reasonableness of any General Orders, Special Orders or Personnel Orders shall be subject to the grievance procedure.

Section 13 - All parties to this Agreement shall cooperate in the enforcement of safety rules and regulations. Complaints with respect to unsafe or unhealthy working conditions shall be brought to the attention of an employee's superior officer or the Chief of Police. Employees shall not be required to operate unsafe vehicles.

Section 14 - Employees shall not be required to shovel snow or wash police cars while on duty, or to perform non-police duties except under emergency circumstances.

Section 15 - The Town shall prepare and type a copy of this Agreement subject to Union approval. The Union shall have responsibility for printing copies of this Agreement for all employees and two (2) copies for the Town.

Section 16 - The Town shall provide to the Union on January 1st of each year a list of those employees scheduled to receive pay increases due to service.

Section 17 - In case of an accident involving the driver of a police cruiser, the driver shall not be relieved of duty or suspended until a complete investigation has been made by a superior officer appointed by the Chief of Police or his/her designee, and the driver has been found at fault, but he/she may be re-assigned at the discretion of the Chief.

Section 18 - Any charge or complaint by a member of the public which is made against a bargaining unit employee will be investigated by the Chief of Police or his/her designee within twenty-four (24) hours, if possible, when presented in writing and sworn and signed by the complainant. If, after an investigation, the Chief or his/her designee determines that there is probable cause to the charge or complaint, the Union and the employee involved shall be appraised of the facts alleged and be given an opportunity to respond. Employees shall be entitled to all their rights under Article XV, Discipline and Discharge, and no employee shall be suspended, demoted or discharged without being provided an opportunity to examine the member(s) of the public who accused that employee. With respect to complaints and/or charges not in writing, nothing herein shall prohibit the Town from investigating any complaint that is not presented in writing or sworn or signed by the complainant. In the event that the Chief of Police or his designee decides to investigate such complaint and if the complaint is non-criminal in nature, the involved employee and the Union shall be notified within twenty-four (24) hours of any such charge or complaint being made, the initiation of any investigation against any employee, and the nature of any such charge, complaint or investigation.

Section 20 - A Grooming Standards Committee will be appointed by the Chief of Police for the purpose of recommending reasonable guidelines for Police Department dress and grooming. The members will include: one (1) representative of the Chief, one (1) Lieutenant, one (1) Sergeant, two (2) Patrol Officers, and one (1) employee of the Detective Division.

Section 21 - All Department vehicles purchased, leased or otherwise acquired shall be equipped with air conditioners.

Section 22 - Meal Allowance:

- A. The Town shall provide a meal allowance not to exceed thirty-five dollars (\$35.00) per day (\$5.00 for breakfast, \$10.00 for lunch, \$20.00 for dinner) for overnight training classes or seminars at which no meals are provided.
- B. The Town shall provide a meal allowance not to exceed ten dollars (\$10.00) for daily training classes or seminars held outside the Town of Vernon at which no meals are provided.

Section 23 - Employees shall be entitled to enroll in, or make changes to the status of their ICMA Retirement Corporation 457 Deferred Compensation Plan account at any time.

Section 24 - Any Officer suffering an injury off-duty which limits his/her capacity to perform at full duty will be required to provide the Chief of Police with written notice as soon as they have medical verification of such injury. When a physician determines that the employee can no longer perform at full duty, the employee may be given a light duty assignment, on a case by case basis determined by the Chief of Police, within the parameters of his/her ability, until it is determined by a doctor that the Employee can return to full duty. Upon returning to full duty, the Employee must provide a Doctor's certificate stating that the Employee can return to full duty. An Employee may choose to initiate his/her sick leave in lieu of a light duty assignment.

ARTICLE XVII - COURT DUTY

Section 1 - If an employee is required to use his/her own vehicle to travel to and from the court, he will be paid the IRS rate per mile and will be covered for liability in excess of his/her own coverage and covered by Worker's Compensation by the Town.

Section 2 - Employees who may be required to attend court to meet with Court officials or testify for any purpose during their off-duty hours shall receive one and one-half (1 and 1/2) times their hourly rate of pay for each, or any portion of, an hour, to be paid by the Town. There shall be a minimum of four (4) hours pay at time and one-half (1 and 1/2) if present in court for four (4) hours or less. This time shall not overlap the employee's regular shift. Employee's present in court for four (4) or more hours shall be paid at a rate of one and one-half (1 and 1/2), provided such time does not overlap the employee's regular shift. If court time does extend into the Officer's regular shift he/she shall revert to the Officer's regular rate of pay. If such time is the employee's regular day off, he/she shall be paid a minimum of four (4) hours at time and one-half (1 and 1/2), if present in court for four (4) hours or less. Employee's present in court for more than four (4) hours shall be paid a minimum of eight (8) hours at time and one-half (1 and 1/2). Any employee who, prior to attending court, is personally notified at least two hours prior to the time he or she is scheduled to be in court that he or she is not needed is not entitled to compensation. In the event that personal notification cannot be made, such notification shall be left on the officer's departmental voice mail. Officers shall be responsible for checking their voice mail for

such notification prior to attending court. In the event that the departmental voice mail is not functioning for any reason, personal notification of the officer is required.

ARTICLE XVIII - EDUCATIONAL INCENTIVE PROGRAM

Section 1 - Employees shall be eligible to receive an additional two and one-half percent (2.5%) increase in their base salary for earning an associate's degree and a four percent (4%) increase in their base salary for earning a bachelor's degree from an accredited college or university.

Section 2 - An employee's major must be in law enforcement, criminal justice, police science, police administration, public administration, sociology, psychology, pre-law or human services.

Section 3 - All degrees must be approved by the Chief of Police prior to being eligible for incentive payment.

ARTICLE XIX - RATES OF PAY (Appendix C)

Section 1 - Effective July 1, 2006, the employees' wages as scheduled for fiscal year 2005-2006 will be increased by three percent (3%). For all employees hired after July 1, 1992, a five step (inclusive of the START step) pay schedule will be in effect.

Section 2 - Effective July 1, 2007, the employees' wages as scheduled for fiscal year 2006-2007 will be increased by three percent (3%). For all employees hired after July 1, 1992, a five step (inclusive of the START step) pay schedule will be in effect.

Section 3 - Effective July 1, 2008, the employee's wages as scheduled for fiscal year 2007-2008 will be increased by three and one-half percent (3.5%). For all employees hired after July 1, 1992, a five step (inclusive of the START step) pay schedule will be in effect.

Section 4 - Effective July 1, 2009, the employees' wages as scheduled for fiscal year 2008-2009 will be increased by three and one-half percent (3.5%). For all employees hired after July 1, 1992, a five step (inclusive of the START step) pay schedule will be in effect.

Section 5 - Effective July 1, 2010, the employee's wages as scheduled for fiscal year 2009-2010 will be increased by three percent (3%). For all employees hired after July 1, 1992, a five step (inclusive of the START step) pay schedule will be in effect.

Section 6 – Effective January 1, 2011, the employee's wages as scheduled for July 1, 2010 will be increased by one percent (1%). For all employees hired after July 1, 1992, a five step (inclusive of the START step) pay schedule will be in effect.

Section 7 - Employees will be entitled to longevity pay for continuous service as follows:

After 10 years - \$300.00

After 15 years - \$350.00

After 20 years - \$400.00

ARTICLE XX - NO STRIKE

Section 1 - During the life of this Agreement there shall be no strikes.

Section 2 – The Vernon Police Association expressly agrees that they will take every reasonable, prompt and positive measure within their power to prevent and stop any act described in Section 1 above.

ARTICLE XXI - DURATION

This Agreement shall be effective as of the first day of July, 2006 and shall remain in full force and effect until the 30th day of June, 2011. It shall automatically be renewed from year to year thereafter, unless either party shall notify the other, in writing, six (6) months prior to the expiration date that it desires to modify this Agreement. In the event such notice is given, negotiations shall begin not later than thirty (30) days following such notice.

ARTICLE XXII - MERIT RAISES

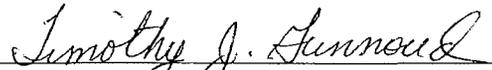
The Town and the Union agree to re-open negotiations to discuss merit raises proposed by the Town. Such re-opener shall be requested in writing by either party at least one hundred and twenty (120) days prior to the Agreement anniversary date (July 1st) following a twelve (12) consecutive month period during which an evaluation system has been established and formally operated by the Town.

TOWN OF VERNON

VERNON POLICE ASSOCIATION



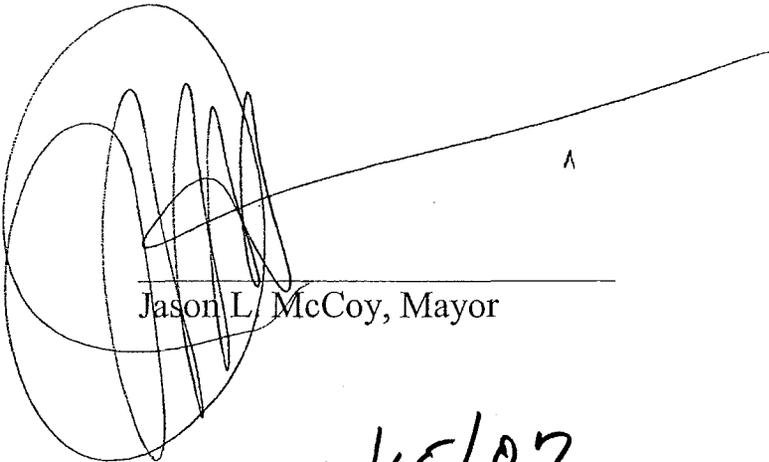
Christopher Clark
Town Administrator



Timothy J. Gurnoud
President



Daniel P. Sullivan
Human Resources Director



Jason L. McCoy, Mayor

11/15/07

APPENDIX A

Ads	Schedule A	Schedule B	Schedule C	Schedule D
18*	X	X	X	X
20	X			
22	X	X		
24	X			
26	X	X		
28	X			
30	X	X	X	
32	X			
34	X	X	smokers	
36	X	X	X	X
38	X			
40	X	X	smokers	
42	X	X	X	X
44	X	X	smokers	
46	X	X	X	X
48	X	X		
50	X	X	X	X
52	X	X		
54	X	X	X	X
56	X	X		
58	X	X	X	X
60	X	X		
62	X	X	X	X
64	X	X		

APPENDIX B

PHYSICIAN'S CERTIFICATION

I, _____ (physician's name), have examined _____ (employee's name) on _____ (date) in accordance with the physical examination schedule (Appendix A) attached to the collective bargaining agreement between the Town of Vernon and the Vernon Police Association. I certify that where correctable conditions exist, said conditions are being corrected; and where risk factors that predispose to heart and/or lung disease are found, a plan for reducing or eliminating these factors has been established. In addition, I have examined the employee's position description and have determined that the employee is medically able to perform the duties of the position.

Signature of Physician

Appendix C - Wages

POLICE UNION PAYTABLE JULY 1, 2006

10/17/2007
16:10 SW

TOWN OF VERNON
SALARY TABLE

PG 1
pngrstep

EFF. DATE	GROUP/BU	GRADE/ RANK	DESCRIPTION	PAY BASIS	FREQUENCY	CALC	HRS/ PERIODS DAY	HRS/ PERIOD	DAYS/ PERIOD	HRS/ YEAR	DAYS/ YEAR
07/01/2006	POLC	POLIC OFFR 1	POLICE HS	H HOURLY	W WEEKLY	02	52.0000	8.00	40.00	5.00	2080.00 260.00
Change was made by 3.0000%											
No Dollar amount used.											

	STEP/LEVEL	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY
OFFCR TRAINEE	00	22.8800	183.0400	915.20	47,590.40
	01	24.9600	199.6800	998.40	51,916.80
	02	27.0800	216.6400	1,083.20	56,326.40
	03	29.3200	234.5600	1,172.80	60,985.60
SERGEANT	04	30.1800	241.4400	1,207.20	62,774.40
LIEUTENANT	05	33.3600	266.8800	1,334.40	69,388.80
	06	36.7000	293.6000	1,468.00	76,336.00

07/01/2006	POLC	POLIC OFFR 2	POLICE ASSOC	H HOURLY	W WEEKLY	02	52.0000	8.00	40.00	5.00	2080.00 260.00
Change was made by 3.0000%											
No Dollar amount used.											

	STEP/LEVEL	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY
OFFCR TRAINEE	00	23.4400	187.5200	937.60	48,755.20
	01	25.6000	204.8000	1,024.00	53,248.00
	02	27.7300	221.8400	1,109.20	57,678.40
	03	30.0700	240.5600	1,202.80	62,545.60
SERGEANT	04	30.9400	247.5200	1,237.60	64,355.20
LIEUTENANT	05	34.2100	273.6800	1,368.40	71,156.80
	06	37.6300	301.0400	1,505.20	78,270.40

07/01/2006	POLC	POLIC OFFR 3	POLICE BACHELOR	H HOURLY	W WEEKLY	02	52.0000	8.00	40.00	5.00	2080.00 260.00
Change was made by 3.0000%											
No Dollar amount used.											

	STEP/LEVEL	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY
OFFCR TRAINEE	00	23.8100	190.4800	952.40	49,524.80
	01	25.9900	207.9200	1,039.60	54,059.20
	02	28.1800	225.4400	1,127.20	58,614.40
	03	30.4700	243.7600	1,218.80	63,377.60
SERGEANT	04	31.4000	251.2000	1,256.00	65,312.00
LIEUTENANT	05	34.7100	277.6800	1,388.40	72,196.80
	06	38.1800	305.4400	1,527.20	79,414.40

Appendix C - Wages

POLICE UNION PAYTABLE JULY 1, 2007

10/24/2007
11:30 SW

TOWN OF VERNON
SALARY TABLE

PG 1
pnrgrstep

EFF. DATE	GROUP/BU	GRADE/ RANK	DESCRIPTION	PAY BASIS	FREQUENCY	CALC	PERIODS	HRS/ DAY	HRS/ PERIOD	DAYS/ PERIOD	HRS/ YEAR	DAYS/ YEAR
07/01/2007	POLC	POLIC OFFR 1	POLICE HS	H HOURLY	W WEEKLY	02	52.0000	8.00	40.00	5.00	2080.00	260.00
Change was made by 3.0000%												
No Dollar amount used.												

	STEP/LEVEL	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY
OFFCR TRAINEE	00	23.5700	188.5600	942.80	49,025.60
	01	25.7100	205.6800	1,028.40	53,476.80
	02	27.8900	223.1200	1,115.60	58,011.20
	03	30.2000	241.6000	1,208.00	62,816.00
	04	31.0900	248.7200	1,243.60	64,667.20
SERGEANT	05	34.3600	274.8800	1,374.40	71,468.80
LIEUTENANT	06	37.8000	302.4000	1,512.00	78,624.00

07/01/2007	POLC	POLIC OFFR 2	POLICE ASSOC	H HOURLY	W WEEKLY	02	52.0000	8.00	40.00	5.00	2080.00	260.00
Change was made by 3.0000%												
No Dollar amount used.												

	STEP/LEVEL	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY
OFFCR TRAINEE	00	24.1400	193.1200	965.60	50,211.20
	01	26.3700	210.9600	1,054.80	54,849.60
	02	28.5600	228.4800	1,142.40	59,404.80
	03	30.9700	247.7600	1,238.80	64,417.60
	04	31.8700	254.9600	1,274.80	66,289.60
SERGEANT	05	35.2400	281.9200	1,409.60	73,299.20
LIEUTENANT	06	38.7600	310.0800	1,550.40	80,620.80

07/01/2007	POLC	POLIC OFFR 3	POLICE BACHELOR	H HOURLY	W WEEKLY	02	52.0000	8.00	40.00	5.00	2080.00	260.00
Change was made by 3.0000%												
No Dollar amount used.												

	STEP/LEVEL	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY
OFFCR TRAINEE	00	24.5200	196.1600	980.80	51,001.60
	01	26.7700	214.1600	1,070.80	55,681.60
	02	29.0300	232.2400	1,161.20	60,382.40
	03	31.3800	251.0400	1,255.20	65,270.40
	04	32.3400	258.7200	1,293.60	67,267.20
SERGEANT	05	35.7500	286.0000	1,430.00	74,360.00
LIEUTENANT	06	39.3300	314.6400	1,573.20	81,806.40

Appendix C - Wages

POLICE UNION PAYTABLE JULY 1, 2008

10/24/2007
11:33 SW

TOWN OF VERNON
SALARY TABLE

PG 1
pmgrstep

EFF. DATE	GROUP/BU	GRADE/ RANK	DESCRIPTION	PAY BASIS	FREQUENCY	CALC	PERIODS DAY	HRS/ DAY	HRS/ PERIOD	DAYS/ PERIOD	HRS/ YEAR	DAYS/ YEAR
07/01/2008	POLC	POLIC OFFR 1	POLICE HS	H HOURLY	W WEEKLY	02	52.0000	8.00	40.00	5.00	2080.00	260.00
Change was made by 3.5000%												
No Dollar amount used.												

STEP/LEVEL	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY
00	24.4000	195.2000	976.00	50,752.00
01	26.6100	212.8800	1,064.40	55,348.80
02	28.8700	230.9600	1,154.80	60,049.60
03	31.2600	250.0800	1,250.40	65,020.80
04	32.1800	257.4400	1,287.20	66,934.40
05	35.5600	284.4800	1,422.40	73,964.80
06	39.1200	312.9600	1,564.80	81,369.60

07/01/2008	POLC	POLIC OFFR 2	POLICE ASSOC	H HOURLY	W WEEKLY	02	52.0000	8.00	40.00	5.00	2080.00	260.00
Change was made by 3.5000%												
No Dollar amount used.												

STEP/LEVEL	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY
00	24.9800	199.8400	999.20	51,958.40
01	27.2900	218.3200	1,091.60	56,763.20
02	29.5600	236.4800	1,182.40	61,484.80
03	32.0500	256.4000	1,282.00	66,664.00
04	32.9900	263.9200	1,319.60	68,619.20
05	36.4700	291.7600	1,458.80	75,857.60
06	40.1200	320.9600	1,604.80	83,449.60

07/01/2008	POLC	POLIC OFFR 3	POLICE BACHELOR	H HOURLY	W WEEKLY	02	52.0000	8.00	40.00	5.00	2080.00	260.00
Change was made by 3.5000%												
No Dollar amount used.												

STEP/LEVEL	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY
00	25.3800	203.0400	1,015.20	52,790.40
01	27.7100	221.6800	1,108.40	57,636.80
02	30.0500	240.4000	1,202.00	62,504.00
03	32.4800	259.8400	1,299.20	67,558.40
04	33.4700	267.7600	1,338.80	69,617.60
05	37.0000	296.0000	1,480.00	76,960.00
06	40.7100	325.6800	1,628.40	84,676.80

Appendix C - Wages

POLICE UNION PAYTABLE JULY 1, 2009

10/24/2007
11:34 SW

TOWN OF VERNON
SALARY TABLE

PG 1
pnrstep

EFF. DATE	GROUP/BU	GRADE/ RANK	DESCRIPTION	PAY BASIS	FREQUENCY	CALC	PERIODS	HRS/ DAY	HRS/ PERIOD	DAYS/ PERIOD	HRS/ YEAR	DAYS/ YEAR
07/01/2009	POLC	POLIC OFFR 1	POLICE HS	H HOURLY	W WEEKLY	02	52.0000	8.00	40.00	5.00	2080.00	260.00
Change was made by 3.5000%												
No Dollar amount used.												

STEP/LEVEL	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY
00	25.2500	202.0000	1,010.00	52,520.00
01	27.5400	220.3200	1,101.60	57,283.20
02	29.8800	239.0400	1,195.20	62,150.40
03	32.3500	258.8000	1,294.00	67,288.00
04	33.3100	266.4800	1,332.40	69,284.80
05	36.8000	294.4000	1,472.00	76,544.00
06	40.4900	323.9200	1,619.60	84,219.20

07/01/2009	POLC	POLIC OFFR 2	POLICE ASSOC	H HOURLY	W WEEKLY	02	52.0000	8.00	40.00	5.00	2080.00	260.00
Change was made by 3.5000%												
No Dollar amount used.												

STEP/LEVEL	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY
00	25.8500	206.8000	1,034.00	53,768.00
01	28.2500	226.0000	1,130.00	58,760.00
02	30.5900	244.7200	1,223.60	63,627.20
03	33.1700	265.3600	1,326.80	68,993.60
04	34.1400	273.1200	1,365.60	71,011.20
05	37.7500	302.0000	1,510.00	78,520.00
06	41.5200	332.1600	1,660.80	86,361.60

07/01/2009	POLC	POLIC OFFR 3	POLICE BACHELOR	H HOURLY	W WEEKLY	02	52.0000	8.00	40.00	5.00	2080.00	260.00
Change was made by 3.5000%												
No Dollar amount used.												

STEP/LEVEL	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY
00	26.2700	210.1600	1,050.80	54,641.60
01	28.6800	229.4400	1,147.20	59,654.40
02	31.1000	248.8000	1,244.00	64,688.00
03	33.6200	268.9600	1,344.80	69,929.60
04	34.6400	277.1200	1,385.60	72,051.20
05	38.3000	306.4000	1,532.00	79,664.00
06	42.1300	337.0400	1,685.20	87,630.40

Appendix C - Wages

POLICE UNION PAYTABLE JULY 1, 2010

10/24/2007
11:35 SW

TOWN OF VERNON
SALARY TABLE

PG 1
pgrstep

EFF. DATE	GROUP/BU	GRADE/ RANK	DESCRIPTION	PAY BASIS	FREQUENCY	CALC	PERIODS	HRS/ DAY	HRS/ PERIOD	DAYS/ PERIOD	HRS/ YEAR	DAYS/ YEAR
07/01/2010	POLC	POLIC OFFR 1	POLICE HS	H HOURLY	W WEEKLY	02	52.0000	8.00	40.00	5.00	2080.00	260.00
Change was made by 3.0000%												
No Dollar amount used.												

STEP/LEVEL	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY
00	26.0100	208.0800	1,040.40	54,100.80
01	28.3700	226.9600	1,134.80	59,009.60
02	30.7800	246.2400	1,231.20	64,022.40
03	33.3200	266.5600	1,332.80	69,305.60
04	34.3100	274.4800	1,372.40	71,364.80
05	37.9000	303.2000	1,516.00	78,832.00
06	41.7000	333.6000	1,668.00	86,736.00

07/01/2010	POLC	POLIC OFFR 2	POLICE ASSOC	H HOURLY	W WEEKLY	02	52.0000	8.00	40.00	5.00	2080.00	260.00
Change was made by 3.0000%												
No Dollar amount used.												

STEP/LEVEL	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY
00	26.6300	213.0400	1,065.20	55,390.40
01	29.1000	232.8000	1,164.00	60,528.00
02	31.5100	252.0800	1,260.40	65,540.80
03	34.1700	273.3600	1,366.80	71,073.60
04	35.1600	281.2800	1,406.40	73,132.80
05	38.8800	311.0400	1,555.20	80,870.40
06	42.7700	342.1600	1,710.80	88,961.60

07/01/2010	POLC	POLIC OFFR 3	POLICE BACHELOR	H HOURLY	W WEEKLY	02	52.0000	8.00	40.00	5.00	2080.00	260.00
Change was made by 3.0000%												
No Dollar amount used.												

STEP/LEVEL	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY
00	27.0600	216.4800	1,082.40	56,284.80
01	29.5400	236.3200	1,181.60	61,443.20
02	32.0300	256.2400	1,281.20	66,622.40
03	34.6300	277.0400	1,385.20	72,030.40
04	35.6800	285.4400	1,427.20	74,214.40
05	39.4500	315.6000	1,578.00	82,056.00
06	43.3900	347.1200	1,735.60	90,251.20

Appendix C - Wages

POLICE UNION PAYTABLE JANUARY 1, 2011

10/24/2007
11:36 SW

TOWN OF VERNON
SALARY TABLE

PG 1
pgrstep

EFF. DATE	GROUP/BU	GRADE/ RANK	DESCRIPTION	PAY BASIS	FREQUENCY	CALC	PERIODS	HRS/ DAY	HRS/ PERIOD	DAYS/ PERIOD	HRS/ YEAR	DAYS/ YEAR
01/01/2011	POLC	POLIC OFFR 1	POLICE HS	H HOURLY	W WEEKLY	02	52.0000	8.00	40.00	5.00	2080.00	260.00
Change was made by 1.0000%												
No Dollar amount used.												

STEP/LEVEL	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY
00	26.2700	210.1600	1,050.80	54,641.60
01	28.6500	229.2000	1,146.00	59,592.00
02	31.0900	248.7200	1,243.60	64,667.20
03	33.6500	269.2000	1,346.00	69,992.00
04	34.6500	277.2000	1,386.00	72,072.00
05	38.2800	306.2400	1,531.20	79,622.40
06	42.1200	336.9600	1,684.80	87,609.60

01/01/2011	POLC	POLIC OFFR 2	POLICE ASSOC	H HOURLY	W WEEKLY	02	52.0000	8.00	40.00	5.00	2080.00	260.00
Change was made by 1.0000%												
No Dollar amount used.												

STEP/LEVEL	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY
00	26.9000	215.2000	1,076.00	55,952.00
01	29.3900	235.1200	1,175.60	61,131.20
02	31.8300	254.6400	1,273.20	66,206.40
03	34.5100	276.0800	1,380.40	71,780.80
04	35.5100	284.0800	1,420.40	73,860.80
05	39.2700	314.1600	1,570.80	81,681.60
06	43.2000	345.6000	1,728.00	89,856.00

01/01/2011	POLC	POLIC OFFR 3	POLICE BACHELOR	H HOURLY	W WEEKLY	02	52.0000	8.00	40.00	5.00	2080.00	260.00
Change was made by 1.0000%												
No Dollar amount used.												

STEP/LEVEL	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY
00	27.3300	218.6400	1,093.20	56,846.40
01	29.8400	238.7200	1,193.60	62,067.20
02	32.3500	258.8000	1,294.00	67,288.00
03	34.9800	279.8400	1,399.20	72,758.40
04	36.0400	288.3200	1,441.60	74,963.20
05	39.8400	318.7200	1,593.60	82,867.20
06	43.8200	350.5600	1,752.80	91,145.60

VERNON POLICE DEPARTMENT

APPENDIX D

Definitions: Extra Duty – means police duty for which the Town of Vernon is reimbursed by another person, agency or organization. The terms “extra work”, “extra police duty”, “private duty”, and outside work shall be synonymous.

Contractor – the person, agency or organization outside the Police Department seeking to hire the services of a Police Officer for private police duty.

PROCEDURE

A. Routine

1. Requests for Extra Duty will be directed to the Records Division during normal business hours.
2. The receiving party will provide all pertinent information on the Extra Duty form. Each officer requested will constitute a new job and require an Extra Duty form. Each new job will be assigned a job number, which will also be noted on the extra job form.
3. The Extra Duty form, with time and date of posting noted, will be posted on the bulletin board. Records will maintain a duplicate copy of each Extra Duty form.
4. There will be one Extra Duty list with no shift preferences noted and all Extra Duty jobs will be filled from this list in numerical order, by job number.
5. The rotating Extra Duty roster maintained by the police department will be used to assign officers who indicate interest in the job. Any eligible officer on the Extra Duty list can show interest in the job by signing the job posting, regardless of that officer's duty schedule. It then becomes that officer's responsibility to get any needed time off to work the extra duty using vacation time, earned time, exchange time or a regular day off.
6. Any eligible officer who signs an Extra Duty job posting may cross his name off the job posting prior to the end of the 48-hour sign up period if he no longer wishes to be considered for the Extra duty job. This cross off must be witnessed and initialed by a supervisor.

VERNON POLICE DEPARTMENT

7. Officers electing to work Extra Jobs are responsible for working that assignment. Officers may split the job with another officer, however, the initial officer is responsible for at least four (4) hours. There will be no swapping or trading of jobs. In the event a job exceeds the scheduled hours and a conflict occurs, the extension may necessitate a new job through the Contractor.
8. At the conclusion of the 48-hour sign up period, the Extra Duty job will be filled with the officer at the top of the list at that time who has shown interest in the job by signing the extra duty job positing slip. Officers who have not shown interest in the job will also be crossed off the list until the assigned officer is reached. Once the extra duty job is assigned, it can only be given up for one of the following reasons: employee is legitimately sick, death in family, ordered in to work during the extra duty job hours (not accepting department overtime in its place) or other legitimate emergency, possibly requiring documentation.
9. Should an eligible officer who has been assigned an Extra Duty job want to give up the job without any of the above listed conditions, he will suffer the penalty of his next three (3) extra duty job list slots being crossed off (lose their next three (3) turns). In the event this triggers an emergency fill, see procedure below.
10. Should an eligible officer wish to dispute the penalty invoked by the supervisor for giving an extra job under the conditions listed in paragraph 7, the eligible officer can appeal to the Union Executive Board with his documentation. The decision of the Union Executive Board is final, and not subject to the grievance procedure.
11. Upon completion of the Extra Duty job, officers will complete a Daily Report time card reflecting the job number, contractor's name, location and hours worked. The time card and extra duty form will be submitted to Payroll.

B. Emergency Fill

1. In the event a job request is received requiring the services of an officer within a twenty-four (24) hours of the start of a job, the Shift Commander shall fill the job by calling any eligible officer from the Extra Duty list.
2. Emergency fill jobs will also be given a sequential job number. The officer who takes an emergency job will be documented in the private duty overtime book. Those officers who were not contacted will not lose a turn in the overtime rotation.

C. Uniform

1. Officers on extra duty shall wear their regular duty uniforms, full duty belt and portable radio unless the nature of the assignment requires civilian attire.

VERNON POLICE DEPARTMENT

2. Officers on routine traffic assignment will wear a traffic safety vest, orange reflective jacket or orange raincoat at all times. In lieu of normal duty hat, officers may wear an approved baseball style cap.

D. Police Vehicles

1. Subject to approval of the Chief of Police or his designee, a police department vehicle may be used in connection with Extra Duty as required by the nature of the assignment (i.e., hazardous night time traffic duty). The cost of the marked unit will be borne by the contractor at a rate established by the Town of Vernon.
2. Extra Duty assignment billed to a Town of Vernon department will not be billed for cruisers.

E. Arrests and Complaints

1. In the event that an officer working Extra Duty observes criminal activity or traffic violations, the following procedures will apply:
 - a. Traffic Violations
 - i. Officers on Extra Duty may issue infractions or Summons as appropriate.
 - b. Custodial Arrests
 - i. Officers on Extra Duty shall make custodial arrests as necessary. Regular duty personnel, who will supplement the case report, will complete prisoner transport and booking process. The arresting officer will complete the arrest report and conduct necessary follow up investigation after completion of the Extra Duty assignment.

F. Conduct

1. As required by Departmental Rules and Regulations, officers on Extra Duty will report to the designated place at the time they are required to arrive for duty. Officers will not leave their post until completion of the Extra Duty job or relieved by Contractor, his agent, or relief officer.
2. Officers will notify Communications of the location and starting time of an Extra Job via radio, unless disclosure of this information is inappropriate due to the nature of the assignment, in which case said notification will be made in person or by phone. Officers will notify Communications via radio at the completion of the job.

VERNON POLICE DEPARTMENT

3. No officer shall be excused from his regular tour of duty to accept Extra Duty nor report for regular duty late due to an Extra Duty assignment unless time off had been previously approved.
4. It shall be the duty of the Patrol Shift Commander on duty to notify the Chief and the Extra Duty Officer in writing of the failure of any officer to report for an Extra Duty assignment.

G. Supervision

1. Officers on Extra assignment will be under the direct supervision of the Patrol Sergeant and/or Commander on duty at the time.

APPENDIX E

The parties agree to negotiate a revenue neutral, to the Town, DROP Plan based on voluntary participation to be put into effect on July 1, 2008. If the parties cannot agree to the DROP Plan, either party may seek last best offer binding arbitration. The arbitrator is limited to choosing only a revenue neutral to the Town DROP Plan, i.e., that it will not cost the Town any additional monies.

EXHIBIT 1

POLICE HMO JULY 1, 2008

BLUECARE HEALTH PLAN

BLUECARE HMO (July 1, 2005) (orig. name: HMO July 1, 2006 Police)

Description of Benefits

You pay:

PREVENTIVE CARE

Well child care (including immunizations)	6 exams birth to 1 year; 6 exams 1 through 5 years 1 exam every 2 years from 6 through 10 years; 1 exam every year from 11 through 21 years	\$10 per visit
Periodic, routine health examinations	1 exam every 5 years from 22 through 29 years 1 exam every 3 years from 30 through 39 years 1 exam every 2 years from 40 through 49 years 1 exam annually from 50 years and older	\$10 per visit
Routine eye exam	One exam every 24 months	\$10 per visit
Hearing screening	As part of the preventive exam	\$10 per visit
Routine Ob/Gyn visits	1 exam per year	\$10 per visit
Mammography	1 baseline age 35-39 1 screening every 2 years age 40-49 1 screening per year age 50+ Additional exams when medically necessary	\$10 per visit

MEDICAL CARE

Primary care office visits		\$10 per visit
Specialist consultations		\$10 per visit
Maternity Care	Pre-natal, delivery, and post-natal care Prior authorization required	\$10 1st visit all others paid in full
Laboratory		No charge
X-ray and diagnostic tests	In Office In-Hospital, stand-alone procedure	No charge
Allergy Services		
Office visits		\$10 per visit
Allergy injections and testing	80 visits in 3 years	No charge

HOSPITAL CARE

Prior Authorization Required

Semi-private room		\$200 per admission co-pay
Maternity and newborn care		\$200 per admission co-pay
Skilled nursing facility	Up to 120 days per calendar year	\$200 per admission co-pay
Rehabilitative services	Up to 60 consecutive days per medical condition	\$200 per admission co-pay
Outpatient Surgery	In a hospital or surgi-center	\$50 per admission co-pay
Outpatient MRI and CAT Scan	In a free-standing facility	

EMERGENCY CARE

Emergency room	Copayment waived if admitted	\$50 per visit
Ambulance	Covered in accordance with State Mandate	No charge
		No charge
Urgent care	At participating centers only	\$25 per visit

OTHER HEALTH CARE		<i>Prior Authorization Required</i>
Home health care	Includes infusion therapy	No charge
Outpatient Rehabilitative services (includes physical therapy, occupational therapy and chiropractic treatment)	Subject to Medical Necessity based on information obtained from your health care provider.	No charge
Prosthetic devices	80% - \$ 1,000 per calendar year.	20%
Durable medical equipment	80% \$1,000 maximum per person per calendar year.	20%
<i>No Prior Authorization Required</i>		
Outpatient Cardiac Rehabilitation therapy	Up to 36 visit maximum per cardiac episode	\$10 per visit
Infertility Services	\$5,000 lifetime maximum (includes services and drugs administered for the treatment of infertility) In vitro/GIFT/ZIFT not covered.	\$10 copay Phase I 50% coinsurance Phase II & III

MENTAL HEALTH/SUBSTANCE ABUSE CARE		<i>Prior Authorization Required</i>
Members may access participating mental health/substance abuse provider groups either by referral from their PCP, emergency room, Employee Assistance Program, self-referral, or the Plan.		
Mental health and Substance abuse-- inpatient		\$200 per admission co-pay
Detoxification - inpatient		No charge
Mental health and Substance abuse-- outpatient/office visits		\$10 per visit

How To Use Your Plan

Simply present your membership card and pay any applicable cost-share(s). You receive full benefits for covered services when care is delivered by participating providers. Participating providers will submit claims directly to Anthem Blue Cross and Blue Shield of Connecticut on your behalf.

Prior Authorization: Prior authorization is required for inpatient admissions and specified outpatient procedures.

This does not constitute your health plan or insurance policy. It is only a general description of BlueCare benefits and exclusions



5241-073

POLICE HMO RX JULY 1, 2008

**TOWN OF VERNON HMO
3-TIER PRESCRIPTION DRUG PROGRAM**

Police HMO RX July 1, 2008 Hlth Ins file
(Rx3TierBCOption27/1/05Hlth ins file)
(9/27/05)

**Public Sector Option II
\$5 COPAYMENT GENERIC DRUGS
\$10 COPAYMENT LISTED BRAND-NAME DRUGS
\$15 COPAYMENT NON-LISTED BRAND-NAME DRUGS**

*Includes Oral Contraceptives
Unlimited Annual Maximum*

Description of Benefits		you pay:
Tier 1: Generic drugs	The term "generic" refers to a prescription drug that is considered non-proprietary and is not protected by a trademark. It is required to meet the same bioequivalency test as the original brand-name drug. Tier 1 copayment applies.	\$5
Tier 2: Listed brand-name drugs	The term "listed brand-name" refers to a brand-name prescription drug identified on the formulary by Anthem Blue Cross and Blue Shield as a prescription drug with a Tier 2 copayment.	\$10
Tier 3: Non-listed brand-name drugs	The term "non-listed brand-name" refers to a brand-name prescription drug not identified on the formulary by Anthem Blue Cross and Blue Shield. Tier 3 copayment applies.	\$15
Annual Maximum	Per member per calendar year	Unlimited

How To Use The 3-Tier Prescription Drug Program

The 3-Tier Prescription Drug Program incorporates different levels of copayments for three types of prescription drugs: generic, listed brand-name and non-listed brand-name, as defined in the chart above. The formulary lists generics and brand-name drugs that have been selected for their quality, safety and cost-effectiveness. These listed drugs have lower member copays than non-listed drugs (but may not have a lower overall cost in all instances.) You minimize your copayments when you use generic prescriptions and listed brand-name prescriptions listed on the formulary. You'll still have coverage for non-listed brand-name drugs not on the formulary, but at a higher cost-share.

Talk to your provider about using generic drugs or listed brand-name drugs included on the formulary. You'll have lower copayments when you use these drugs.

- You will be responsible for one copayment when purchasing a 30-day supply of prescription drugs from a participating retail pharmacy.
- You'll be responsible for one copayment when purchasing a 31-day to 100 day supply of maintenance drugs through the mail-order program, and two co-payments at retail pharmacy.

Generic Substitution: Prescriptions will be filled with the generic equivalent when there is one available. Exception: If your doctor indicates "Dispense as written" In this case you will receive the brand-name drug and you will be responsible for the applicable listed brand or non-listed brand name copayment. **Note if your doctor does not indicate "dispense as written" you will be responsible for the applicable brand co-pay as well as the difference in cost between the generic and brand name drug.**

Concurrent Drug Utilization Review

Concurrent Drug Utilization Review (C-DUR) works with the retail pharmacy's standard guidelines to provide a **second level of quality and safety checks**. The process, which is provided on-line as part of the electronic claims filing process, helps promote access to safe, appropriate, cost-effective medications for members. C-DUR involves a series of rules or guidelines, which identify potential medication therapy issues and deliver a message to the pharmacy by computer before the medication is dispensed. The process alerts the pharmacist of potential issues such as drug-to-drug interactions, refills requested too close together, incorrect dosing or drug duplications.

Pharmacy Programs

Voluntary Mail-service Program

Members have access to Anthem Rx, the voluntary mail-service drug program for members who regularly take one or more types of maintenance drugs. Members can order up to a **100-day supply** of these medications and have them delivered directly to their home. You will be responsible for one copayment when ordering

The \$5 generic/\$10 listed brand-name/\$15 non-listed brand-name copayment and unlimited annual maximum apply..

National Pharmacy Network

Members also have access to a network of more than 53,000 participating pharmacies throughout the country. Members may call 1-888-207-4214, or go to www.anthemprescription.com, to locate a participating pharmacy when traveling outside the state.

Emergencies Outside The Service Area — Non-participating Pharmacies

The Plan will make payments for prescription drugs dispensed at a non-participating pharmacy outside of the service area; however, payment will be made only for treatment of an accident or emergency illness incurred outside of the service area, subject to approval by the Plan. Members must submit an itemized sales slip to the Plan for reimbursement within 120 days from the date of purchase.

Points to Remember

Anthem Blue Cross and Blue Shield will provide coverage for prescription drugs dispensed by a participating pharmacy when prescription drugs are deemed medically necessary based on specific criteria and dispensed pursuant to a prescription issued by a participating physician, or by a non-participating physician to whom the member was properly referred by a participating primary care physician (when required by the member's plan), subject to copayment.

Anthem Blue Cross and Blue Shield will not be liable for any injury, claim or judgment resulting from the dispensing of any drug covered by this plan. Anthem Blue Cross and Blue Shield will not provide benefits for any drug prescribed or dispensed in a manner contrary to normal medical practice.

Anthem Blue Cross and Blue Shield reserves the right to apply quantity limits to specified drugs as listed on the formulary. If a member requires a greater supply, the member's provider can follow the prior authorization process.

Prescription Drug Eligibility

Eligible prescription drug benefits are limited to injectable insulin and those drugs, biologicals, and compounded prescriptions that are required to be dispensed only according to a written prescription, and included in the United States Pharmacopoeia, National Formulary, or Accepted Dental Remedies and New Drugs, and which, by law, are required to bear the legend: "Caution—Federal Law prohibits dispensing without a prescription" or which are specifically approved by the Plan.

Limits and Exclusions

All prescriptions are subject to the quantity limitations imposed by state and federal statutes.

This drug rider does not provide drugs dispensed by other than a licensed, retail pharmacy or our mail-order service; any drug not required for the treatment or prevention of illness or injury; vaccines or allergenic extracts; devices and appliances; needles and syringes that are not prescribed by a provider for the administration of a covered drug; prescriptions dispensed in a hospital or skilled nursing facility; drugs for use in connection with drug addiction; over-the-counter or non-legend drugs; antibacterial soaps/detergents, shampoos, toothpastes/gels and mouthwashes/rinse.

This is not a legal contract. It is only a general description of the \$5 generic/\$10 listed brand-name/\$15 non-listed brand-name 3-Tier Prescription Drug Rider with an Unlimited Annual maximum. Please consult the subscriber agreement or prescription drug rider for a complete description of benefits and exclusions applicable to your coverage.



In Connecticut, Anthem Blue Cross and Blue Shield is a trade name of Anthem Health Plans, Inc., an independent licensee of the Blue Cross and Blue Shield Association.
 ® Registered marks of the Blue Cross and Blue Shield Association.

POLICE PPO JULY 1, 2008

Century Preferred PPO July 1, 2008 (original name PPO July 1, 2005)
Benefits at a Glance

	In Network You pay:	Out-of-Network You pay:
Office Visit (OV) Copayment	\$25	Deductible & Coinsurance
Hospital (HO) Copayment	\$500	Deductible & Coinsurance
Urgent Care (UR) Copayment	\$25	Not covered
Emergency Room (ER) Copayment – <i>waived if admitted</i>	\$50	\$50
Outpatient Surgery (OS) Copayment	\$250	Deductible & Coinsurance
Annual Deductible (<i>individual/2-member family/3+ member family</i>)	Not applicable	\$250/\$500/\$750
Coinsurance		20% after deductible up to
Coinsurance Maximum (<i>individual/2-member family/3+ member family</i>)		\$1,000/\$2,000/\$2,500
Lifetime Maximum	Unlimited	\$1,000,000

PREVENTIVE CARE

Well child care*	\$10	Deductible & Coinsurance
Periodic, routine health examinations*	\$10	
Routine eye exams – <i>one exam every 24 months</i>	\$10	
Routine OB/GYN visits – <i>one exam per year</i>	\$10	
Mammography <i>1 baseline age 35 – 39 years 1 screening per year age 40+ Additional exams when medically necessary</i>	\$10	
Hearing screening – <i>covered once every two years</i>	\$10	

MEDICAL CARE

Primary care office visits	\$25 Copayment	Deductible & Coinsurance
Specialist consultations	\$25 Copayment	
OB/GYN care	\$25 Copayment	
Maternity care – <i>initial visit subject to copayment, no charge thereafter</i>	\$25 Copayment	
Laboratory	No charge	
X-ray and Diagnostic Testing	No charge	
Allergy Services <i>Office visits/testing</i> <i>Injections—80 visits in 3 years</i>	\$25 Copayment No charge	

HOSPITAL CARE – Prior authorization required.

Semi-private room	\$500 Copayment	Deductible & Coinsurance
Maternity and newborn care	\$500 Copayment	
Skilled nursing facility – <i>up to 120 days per calendar year</i>	\$500 Copayment	
Rehabilitative services – <i>up to 60 days per person per calendar year</i>	\$500 Copayment	
Outpatient surgery – <i>in a hospital or surgi-center</i>	\$250 Copayment	



Decide to be healthy.SM

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Page 2 POLICE PPO July 1, 2008

EMERGENCY CARE

	In Network	Out of Network
Walk-in centers	\$25 Copayment	Deductible & Coinsurance
Urgent care – <i>at participating centers only</i>	\$25 Copayment	Not covered
Emergency care – <i>copayment waived if admitted</i>	\$50 Copayment	\$25 Copayment
Ambulance – <i>air and land unlimited</i>	No charge	No charge

OTHER HEALTH CARE

Outpatient rehabilitative services <i>50 visit maximum for PT, OT, ST and Chiro. per year</i>	\$25 Copayment	Deductible & Coinsurance
Prosthetic devices	No charge	
Durable medical equipment	No charge	
<i>Home Healthcare 200 visits per calendar year</i>		

MENTAL HEALTH/SUBSTANCE ABUSE CARE

Inpatient	\$500 Copayment	Deductible & Coinsurance
Outpatient/office visits	\$25 Copayment	

*** Schedule of health examinations:**

- 6 exams birth to 1 year
- 6 exams 1 through 5 years
- 1 exam every 2 years from 6 through 10 years
- 1 exam every year from 11 through 21 years
- 1 exam every 5 years from 22 through 29 years
- 1 exam every 3 years from 30 through 39 years
- 1 exam every 2 years from 40 through 49 years
- 1 exam annually from 50 years and older

Note: In situations where the member is responsible for obtaining the necessary precertification or prior authorization and fails to do so, benefits may be reduced or denied.

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

This does not constitute your health plan or insurance policy. It is only a general description of the plan. Please refer to your plan documents for exclusions and limitations under the plan.

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



POLICE PPO RX JULY 1, 2008

5241-001

**TOWN OF VERNON PPO
3-TIER PRESCRIPTION DRUG PROGRAM**

(Police PPORx July 1, 2008, 3TierCP
Option2 7/1/05 Hlth ins file)
(9/27/05)

**Century Preferred
Public Sector Option II
\$10 COPAYMENT GENERIC DRUGS
\$15 COPAYMENT LISTED BRAND-NAME DRUGS
\$20 COPAYMENT NON-LISTED BRAND-NAME DRUGS**

**Includes Oral Contraceptives
\$ 5,000 Annual Maximum**

Description of Benefits		you pay:
Tier 1: Generic drugs	The term "generic" refers to a prescription drug that is considered non-proprietary and is not protected by a trademark. It is required to meet the same bioequivalency test as the original brand-name drug. Tier 1 copayment applies.	\$10
Tier 2: Listed brand-name drugs	The term "listed brand-name" refers to a brand-name prescription drug identified on the formulary by Anthem Blue Cross and Blue Shield as a prescription drug with a Tier 2 copayment.	\$15
Tier 3: Non-listed brand-name drugs	The term "non-listed brand-name" refers to a brand-name prescription drug not identified on the formulary by Anthem Blue Cross and Blue Shield. Tier 3 copayment applies.	\$20
Annual Maximum	Per member per calendar year	\$5,000

How To Use The 3-Tier Prescription Drug Program

The 3-Tier Prescription Drug Program incorporates different levels of copayments for three types of prescription drugs: generic, listed brand-name and non-listed brand-name, as defined in the chart above. The formulary lists generics and brand-name drugs that have been selected for their quality, safety and cost-effectiveness. These listed drugs have lower member copays than non-listed drugs (but may not have a lower overall cost in all instances.) You minimize your copayments when you use generic prescriptions and listed brand-name prescriptions listed on the formulary. You'll still have coverage for non-listed brand-name drugs not on the formulary, but at a higher cost-share.

Talk to your provider about using generic drugs or listed brand-name drugs included on the formulary. You'll have lower copayments when you use these drugs.

- You will be responsible for one copayment when purchasing a 30-day supply of prescription drugs from a participating retail pharmacy.
- You'll be responsible for one copayment when purchasing a 31-day to 100 day supply of maintenance drugs through the mail-order program, and two co-payments at a retail pharmacy.

Generic Substitution: Prescriptions will be filled with the generic equivalent when there is one available. Exception: If your doctor indicates "Dispense as written" In this case you will receive the brand-name drug and you will be responsible for the applicable listed brand or non-listed brand name co-payment. Note if your doctor does not indicate "dispense as written" you will be responsible for the applicable brand co-pay as well as the difference in cost between the generic and brand name drug.

Concurrent Drug Utilization Review

Concurrent Drug Utilization Review (C-DUR) works with the retail pharmacy's standard guidelines to provide a second level of quality and safety checks. The process, which is provided on-line as part of the electronic claims filing process, helps promote access to safe, appropriate, cost-effective medications for members. C-DUR involves a series of rules or guidelines, which identify potential medication therapy issues and deliver a message to the pharmacy by computer before the medication is dispensed. The process alerts the pharmacist of potential issues such as drug-to-drug interactions, refills requested too close together, incorrect dosing or drug duplications.

Pharmacy Programs

Voluntary Mail-service Program

Members have access to Anthem Rx, the voluntary mail-service drug program for members who regularly take one or more types of maintenance drugs. Members can order up to a **100-day supply** of these medications and have them delivered directly to their home. Members will be responsible for one co-payments when ordering.

The \$10 generic/\$15 listed brand-name/\$20 non-listed brand-name copayment and \$ 5000 annual maximum apply..

National Pharmacy Network

Members also have access to a network of more than 53,000 participating pharmacies throughout the country. Members may call 1-888-207-4214, or go to www.anthemprescription.com, to locate a participating pharmacy when traveling outside the state.

Emergencies Outside The Service Area — Non-participating Pharmacies

The Plan will make payments for prescription drugs dispensed at a non-participating pharmacy outside of the service area; however, payment will be made only for treatment of an accident or emergency illness incurred outside of the service area, subject to approval by the Plan. Members must submit an itemized sales slip to the Plan for reimbursement within 120 days from the date of purchase.

Points to Remember

Anthem Blue Cross and Blue Shield will provide coverage for prescription drugs dispensed by a participating pharmacy when prescription drugs are deemed medically necessary based on specific criteria and dispensed pursuant to a prescription issued by a participating physician, or by a non-participating physician to whom the member was properly referred by a participating primary care physician (when required by the member's plan), subject to copayment.

Anthem Blue Cross and Blue Shield will not be liable for any injury, claim or judgment resulting from the dispensing of any drug covered by this plan. Anthem Blue Cross and Blue Shield will not provide benefits for any drug prescribed or dispensed in a manner contrary to normal medical practice.

Anthem Blue Cross and Blue Shield reserves the right to apply quantity limits to specified drugs as listed on the formulary. If a member requires a greater supply, the member's provider can follow the prior authorization process.

Prescription Drug Eligibility

Eligible prescription drug benefits are limited to injectable insulin and those drugs, biologicals, and compounded prescriptions that are required to be dispensed only according to a written prescription, and included in the United States Pharmacopoeia, National Formulary, or Accepted Dental Remedies and New Drugs, and which, by law, are required to bear the legend: "Caution—Federal Law prohibits dispensing without a prescription" or which are specifically approved by the Plan.

Limits and Exclusions

All prescriptions are subject to the quantity limitations imposed by state and federal statutes.

This drug rider does not provide drugs dispensed by other than a licensed, retail pharmacy or our mail-order service; any drug not required for the treatment or prevention of illness or injury; vaccines or allergenic extracts; devices and appliances; needles and syringes that are not prescribed by a provider for the administration of a covered drug; prescriptions dispensed in a hospital or skilled nursing facility; drugs for use in connection with drug addiction; over-the-counter or non-legend drugs; antibacterial soaps/detergents, shampoos, toothpastes/gels and mouthwashes/rinse.

This is not a legal contract. It is only a general description of the \$10 generic/\$15 listed brand-name/\$20 non-listed brand-name 3-Tier Prescription Drug Rider with an \$ 5,000 Annual maximum. Please consult the subscriber agreement or prescription drug rider for a complete description of benefits and exclusions applicable to your coverage.

FULL SERVICE DENTAL BENEFITS

Full service dental benefits are designed to cover diagnostic, preventive and restorative procedures necessary for adequate dental health.

Covered services include:

- Oral examinations
- Periapical and bitewing x-rays
- Topical fluoride applications for those under age 19
- Prophylaxis, including cleaning, scaling and polishing
- Repair of dentures
- Palliative emergency treatment
- Fillings
- simple extractions
- Endodontics

When receiving care from a participating dentist, the patient simply presents an identification card showing dental coverage. The dentist arranges to bill Blue Cross & Blue Shield of Connecticut directly for all covered services.

For dental care provided by a participating dentist, payment will be made in an amount equal to the dentist's usual, customary and reasonable charge for covered services as payment in full.

For covered dental services provided by a non-participating dentist, in or out of Connecticut, payment will be made either in an amount equal to the dentist's usual charge or the average usual, customary and reasonable charge as determined by Blue Cross & Blue Shield of Connecticut, whichever is less.

**DENTAL AMENDATORY RIDER A
ADDITIONAL BASIC BENEFITS**

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

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

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

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

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

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

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

**DENTAL AMENDATORY RIDER A
ADDITIONAL BASIC BENEFITS**

ACCESSING BENEFITS:

Participating Dentists Benefits

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 the Rider. Dentist 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 even these services are rendered by a non-participating dentist, 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 Blue Cross/Blue Shield of Connecticut Dental Amandatory 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:

- Dentures, 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:

Blue Cross/blue Shield 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 will not pay for crowns splinted together for any reason.

ACCESSING BENEFITS:

Participating Dentists Benefits

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. Dentist 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 these services are rendered by a non-participating dentist, 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 Amendatory Rider A. Refer to your Master Group Description of Benefits, on file with your employer, for a complete listing of benefits, m

It is only a general description for Blue Shield of Connecticut Dental Description of Benefits, on file with your employer, for a complete listing of benefits, m, exclusions and limitations.

**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

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 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 these services are rendered by a non-participating dentist, 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 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 \$1,000 p member per lifetime.

ACCESSING BENEFITS:

Participating Dentists Benefits

Blue Cross/Blue Shield 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 these services are rendered by a non-participating dentist, 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 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.

MEMORANDUM OF AGREEMENT
BETWEEN THE TOWN OF VERNON
AND LOCAL #438 OF THE
INTERNATIONAL BROTHERHOOD OF POLICE OFFICERS

It is hereby agreed that the Town of Vernon Police Pension Plan shall be amended as follows subject to the adoption of this Amendment by the Town Council:

AMENDMENT NO. XVII

Town of Vernon Police Pension Plan

The Town of Vernon, Connecticut hereby adopts and publishes this Amendment No. XVII to the Town of Vernon Police Pension Plan, which shall become effective July 1, 2000.

I. Article I, Section 13 shall be amended by substitution to read as follows:

Section 13. "Average Monthly Earnings" means a Participant's Monthly Earnings averaged over the highest three (3) years of earnings. The employee shall choose the twelve (12) consecutive month period that will be used as the earnings year. In calculating the three (3) years, the same twelve (12) consecutive month period must be used for each of the three (3) years.

II. Article III, Section 3 (a) as contained in the master Town of Vernon Police Pension Plan, adopted by the Vernon Town Council on January 19, 1993 shall be deleted.

III. Article III, Section 3 (b) as contained in the master Town of Vernon Police Pension Plan, adopted by the Vernon Town Council on January 19, 1993 shall be deleted.

IV. Article III, Section 3 (c) as contained in the master Town of Vernon Police Pension Plan, adopted by the Vernon Town Council on January 19, 1993 shall be renamed Article III, Section 3 (b).

V. Article III, Section 3 (c), as contained in Appendix E entitled "Memorandum of Agreement between the Town of Vernon and Local #483 of the International Brotherhood of Police Officers" of the collective bargaining agreement between the Town of Vernon and Local 438 of the International Brotherhood of Police Officers dated July 1, 1997 through June 30, 2000 shall be renamed Article III, Section 3 (a).

VI. A new Article XV shall be added and shall read:

Employees hired after July 1, 2000 may purchase, during the first year of employment, for retirement plan purposes only, up to three (3) years of service as a sworn police officer in another municipality, provided the employee actually performed law enforcement work, and provided the employee is not entitled to a pension from the municipality.

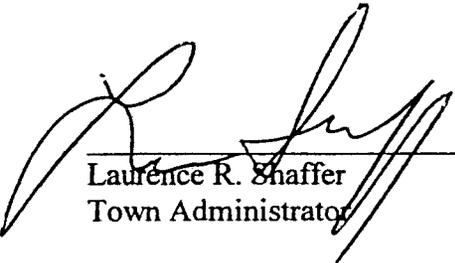
The cost of this purchase will be 6% of the annual Town of Vernon salary on the date hired times the number of years served.

Employees who purchase credited service time must pay in a lump sum within one (1) year of the date they are hired by the Vernon Police Department. There will be no interest charge.

Further, Local #438 of the International Brotherhood of Police Officers agree that the provisions of the Town of Vernon Police Pension Plan including the aforementioned Amendment shall become effective July 1, 2000 and agree to propose no amendments until July 1, 2006.

Executed this 17th day of ^{August} ~~July~~, 2001.

FOR THE TOWN OF VERNON

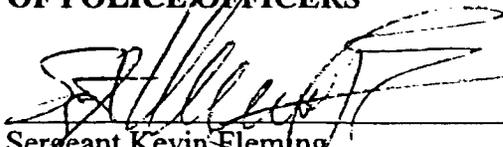


Laurence R. Shaffer
Town Administrator



Daniel P. Sullivan
Human Resources Director

**FOR LOCAL #438 OF THE
INTERNATIONAL BROTHERHOOD
OF POLICE OFFICERS**



Sergeant Kevin Fleming
Local #438



Union President

MEMORANDUM OF UNDERSTANDING

WHEREAS, the Town of Vernon and the Vernon Police Association are in the process of signing a successor Collective Bargaining Agreement for the period July 1, 2006 through June 30, 2011 (hereinafter "Successor Agreement");

WHEREAS, one of the amendments to the previous Collective Bargaining Agreement constitutes the change in co-pays by bargaining unit members for office visits, inpatient, emergency and outpatient care and/or deductibles, dependent rider changes and prescription co-pays (See Exhibit 1 of the July 1, 2006 through June 30, 2011 Collective Bargaining Agreement). Other than the implementation of a premium share contribution, there was no change intended in dental coverage by virtue of the negotiations of the Successor Agreement;

WHEREAS, the parties desire to set forth in this document their intent in regard to attaching Exhibit 1 to the Successor Agreement;

NOW, THEREFORE, the parties agree as follows:

1. In addition to the agreed upon changes for co-pays (or lack thereof) as shown in the aforesaid Exhibit 1, Anthem has included in Exhibit 1 descriptive language concerning the extent of coverage and/or processing of payments. The parties agree that such language is not intended to change benefits, but is for descriptive purposes only.
2. The use of the descriptive language in Exhibit 1, does not in anyway constitute a waiver by the Union of its rights under Article X, Section 3. A. 2. of the collective bargaining agreement between the parties.
3. Other than the implementation of a premium share, there is no change in dental coverage intended by virtue of the portion of Exhibit 1 addressing dental coverage in the Successor Agreement.

Dated this 15th day of November, 2007.

Town of Vernon, By

Vernon Police Association, By

