

**AGREEMENT**

**between**

**THE TOWN OF VERNON**

**and**

**THE WATER POLLUTION CONTROL SUPERVISORS  
REPRESENTED BY  
LOCAL 818 OF COUNCIL 4,  
AFSCME, AFL-CIO**

**July 1, 2009 - June 30, 2012**

T. P.  
J. L. M.

## TABLE OF CONTENTS

| <u>ARTICLE</u> |                               | <u>PAGE NUMBER</u> |
|----------------|-------------------------------|--------------------|
|                | Preamble                      | 1                  |
| I              | Recognition                   | 1                  |
| II             | Union Security                | 1                  |
| III            | Management Rights             | 2                  |
| IV             | Probationary Period           | 2                  |
| V              | Hours of Work and Overtime    | 3                  |
| VI             | Seniority                     | 3                  |
| VII            | Holidays                      | 5                  |
| VIII           | Vacations                     | 6                  |
| IX             | Leave Provisions              | 7                  |
| X              | Grievance Procedure           | 10                 |
| XI             | Arbitration                   | 11                 |
| XII            | Discipline and Discharge      | 12                 |
| XIII           | Past Practice Language        | 12                 |
| XIV            | Jury Duty                     | 13                 |
| XV             | No Discrimination             | 13                 |
| XVI            | Town Vehicles                 | 13                 |
| XVII           | Evaluations                   | 13                 |
| XVIII          | No Strike/ No Lockout         | 14                 |
| XIX            | Insurance                     | 14                 |
| XX             | Pension                       | 17                 |
| XXI            | Wages                         | 18                 |
| XXII           | Longevity                     | 19                 |
| XXIII          | Safety/Health                 | 19                 |
| XXIV           | Savings Clause                | 20                 |
| XXV            | Tuition and Fee Reimbursement | 20                 |
| XXVI           | Duration                      | 20                 |
| Appendix A     | Wages                         |                    |
| Appendix B     | Insurance                     |                    |
| Appendix B-1   | Managed Prescription Program  |                    |
| Appendix C     | Job Descriptions              |                    |
| Appendix D     | Evaluation Materials          |                    |
| Appendix E     | Dental Plan                   |                    |

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## **PREAMBLE**

This Agreement, together with its attached appendices, is between the Town of Vernon, hereinafter referred to as the "Town" and Local 818 D.W.P.C. Supervisors of Council 4, AFSCME, AFL-CIO, hereinafter referred to as the "Union."

## **ARTICLE I RECOGNITION**

The Town recognizes the Union as the sole and exclusive Bargaining Representative for the purposes of Collective Bargaining of all supervisory employees of the Town of Vernon who work in The Department of Water Pollution Control Authority (D.W.P.C.A.), excluding the Director, Assistant Director, Business Manager, Laboratory Analysts, Plant Electricians, Clerical employees and all others excluded by the Act. The recognition is granted pursuant to the certification issued by the Connecticut State Board of Labor Relations in Case ME-19,401.

## **ARTICLE II UNION SECURITY**

The Town agrees to deduct equal dues or service fees with each paycheck as specified by the Secretary of the Union from the wages of all Town employees covered by this Agreement and forward such dues or fees to the statewide treasurer of Local 818. A signed card authorizing the deduction will be provided to the Finance Office on behalf of each employee for whom the deductions are to be made. The equal service fees remittance to the Union will be accompanied by a list of names of employees from whose wages dues deduction have been made. These lists and dues shall be remitted not later than the last day of the month in which the deductions have been made. A list of addresses will be supplied once a year with the names of employees.

### Section 2.1

All employees in the bargaining unit shall, as a condition of employment, pay dues or service fees as specified by the Secretary of the Union.

### Section 2.2

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

### Section 2.3

One (1) bulletin board shall be reserved at an accessible place for the exclusive use of the Union for the posting of official Union notices or announcements. The Union reserves the right to choose which building will be used. The parties will mutually agree upon a location within said building. The bulletin board shall be maintained by the Union and shall not contain any material that is derogatory of the Town Administration.

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Section 2.4

The Town shall provide the Council 4 Representatives with five (5) signed copies of this Agreement at the time of signing. The Town agrees to provide one (1) copy of the Agreement for each current member of the Union to the Union President for distribution by the Union President. New employees shall be supplied with a copy of the Agreement at the time of hire. Any additional copies of this Agreement must be furnished at the expense of the party desiring them.

**ARTICLE III**  
**MANAGEMENT RIGHTS**

Section 3.1

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

Section 3.2

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

Section 3.3

The Town has the right to enforce rules and regulations now in effect, including safety rules, and can issue new rules and regulations, provided such rules and regulations are not arbitrary and capricious and a copy of such rules and regulations will be given to the Union and the employees.

**ARTICLE IV**  
**PROBATIONARY PERIOD**

All new employees shall be considered probationary during the first six (6) calendar months of employment. During this probationary period, the employee shall not obtain seniority rights, but shall be subject to all other provisions of this Agreement, except as specifically stated herein, and such probationary period employee will be subject to discipline/discharge by the Town without recourse or access to the grievance/ arbitration provisions of this Agreement, as long as the discipline/discharge is not done in an arbitrary or capricious manner. Upon successful

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completion or their probationary period an individual employee's seniority shall be retroactive as of the commencement of his /her employment.

**ARTICLE V**  
**HOURS OF WORK AND OVERTIME**

Section 5.0

The basic work week for full time permanent employees in the bargaining unit shall be a uniform forty (40) hours per week depending upon the classification the employee is in with a standard work week of Monday to Friday. Each day shall consist of eight (8) hours and one-half (1/2) hour for lunch.

Section 5.1

These schedules shall not be deemed a guaranty by the Town nor in any way restrict the Town from scheduling or making changes in the schedule or starting time. In the event the Town desires to make such changes from the present schedule, it shall inform the Union a minimum fifteen (15) working days prior to the change, and bargain over the effects of the change.

Section 5.2 - Overtime

Employees will be required to work overtime when requested. Employees will be paid time and one-half (1-1/2) for those hours worked in excess of forty (40) hours in any one (1) work week, or for all hours worked in excess of eight (8) in one (1) day. In addition, these employees will be paid time and one half (1-1/2) for all worked performed on Saturday and double (2) time for all work performed on Sunday and holidays, in addition to the Holiday pay.

Section 5.3

When employees are called in for work outside their regularly scheduled working hours, he/she shall be paid a minimum of four (4) hours at the applicable rate.

**ARTICLE VI**  
**SENIORITY**

Section 6.1

The Town shall prepare a list of employees showing their seniority in length of service with the Town covered by this Agreement and deliver the same to the Union President annually at a mutually agreed upon date. Unless the Union files a grievance concerning the list within thirty (30) days of receipt of same, the list shall be presumed to be correct for all purposes of the Contract. Upon completion of their probationary period, new employees shall be added to the list. Seniority for employees hired after signing this Agreement shall have seniority as defined as last date of hire for this bargaining unit for purposes of Articles 6.3 and 6.4.

Section 6.2

The Town retains the right to hire non-employees for any vacancy which occurs. If the Town decides to fill the vacancy with existing bargaining unit personnel, such vacancy will be posted for five (5) days. The employee with the highest departmental seniority who applies for the position or vacancy will be given an opportunity to fill the position or vacancy provided the employee is qualified to do the job as determined by the Director of the D.W.P.C. in accordance with the existing job descriptions. If the Employee is unable to perform the job as determined by the Director of the D.W.P.C., within forty-five (45) days of assuming the position, the employee will return to his/her previous position.

Section 6.2 (a)

All vacancies and new positions covered by this Agreement shall be posted for a minimum period of five (5) working days.

Copies of the job posting listing the person(s) bidding for the job shall be sent to the Union President at the end of the posting period. The Union President shall be notified in writing once an individual has been awarded a position in accordance with this Article.

Section 6.3

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

- A. Probationary employees within classification followed by:
- B. Employees with the least bargaining unit seniority within classification. An employee who is laid off or whose position is eliminated may bump the least senior in the same classification. If there is no such employee, the employee may bump an employee in an equal or lower classification within the bargaining unit provided he/she is qualified to perform the job.

The Town shall give written notice to the Union President, and to all employees to be affected by a proposed layoff of the proposed layoff and the reasons therefore, at least fourteen (14) working days before the effective date thereof.

Section 6.4

Employees will lose seniority for the following reasons:

- A. Discharge for just cause;
- B. Resignation;
- C. Retirement;
- D. Voluntary quit;
- E. Layoff for more than fifteen (15) months;
- F. Failure to return to work from an authorized leave of absence;

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- G. Failure to return to work within ten (10) working days of recall;
- H. Holding another job, without the Town Administrator's written approval while on an authorized leave of absence. Any denial by the Town will not be subject to grievance/arbitration.
- I. Absent without authorized leave.

Section 6.5

Employees who have been laid off shall be entitled to be recalled by the Town for a period of fifteen (15) months starting with the date of the layoff. Laid off employees within classification with the most seniority shall be rehired first provided that he/she has the qualifications to perform the work available. No new employees shall be hired, until all laid off employees who are qualified for the work have been rehired. Ten (10) working days written notification by the Town to the last known address of the employee shall be sufficient notification.

Section 6.6

The President of the Union shall have super-seniority in the event of a layoff.

**ARTICLE 7**  
**HOLIDAYS**

Section 7.1

The following holidays will be observed with a day off with pay for all employees, including probationary period employees.

|                        |                               |
|------------------------|-------------------------------|
| New Year's Day         | Labor Day                     |
| Martin Luther King Day | Columbus Day                  |
| President's Day        | Veteran's Day                 |
| Good Friday            | Thanksgiving Day              |
| Memorial Day           | Friday following Thanksgiving |
| Independence Day       | Christmas Day                 |

In addition to Section 7.1, one (1) floating holiday to be individually observed by the employee and mutually agreed upon by the employee and his/her Department Head or Designee in advance of the Holiday.

Section 7.2

When the holiday falls on a Saturday it will be observed on the preceding Friday. When the holiday falls on a Sunday it will be observed on the following Monday.

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Section 7.3

In order to be eligible for holiday pay, an employee must either work his/her last scheduled shift preceding the holiday and his/her first scheduled shift following the holiday or be on an authorized paid leave. Failure to meet these requirements will result in a forfeiture of the holiday pay.

Section 7.4

When a holiday occurs during an employee's vacation the holiday shall not be charged against an employee's vacation time. Whenever any of these holidays shall occur while an employee is on a formal paid leave of absence, the employee shall receive holiday pay for the day.

**ARTICLE VIII**  
**VACATIONS**

Section 8.1

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

| LENGTH OF CONTINUOUS SERVICE                         | EARNED VACATION LEAVE |
|--|-----------------------|
| <b>For employees hired before July 1, 2009:</b>      |                       |
| 1 year up to but not including 5 years               | 10 days               |
| 5 years up to but not including 12 years             | 15 days               |
| 12 years up to but not including 20 years            | 20 days               |
| 20 years and over                                    | 25 days               |
| <b>For employees hired on or after July 1, 2009:</b> |                       |
| 1 year up to but not including 5 years               | 10 days               |
| 5 years up to but not including 12 years             | 15 days               |
| 12 years and over                                    | 20 days               |

The employee's anniversary date will be used to determine the amount of vacation time due. An employee may elect to take vacation leave in minimum increments of one-half (1/2) day.

Section 8.2

**Vacation Leave Accumulation:** Employees may carry over a maximum of five (5) vacation days. Such vacation days may be used as sick days. Employees will never have more than five (5) vacation days carried over. Such days may not be used to enhance the value of the employee's pension.

Notwithstanding any language to the contrary in this Section 8.2, employees hired prior to July 1,

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2009 and in the bargaining unit or who transfer to the bargaining unit may keep all vacation days they have accumulated to date. These days must be used before the employee's retirement from employment with the Town of Vernon.

### Section 8.3

The Director of the D.W.P.C. will determine the annual vacation schedule for their respective departments, taking into consideration the desire of the employee, the needs of the department, and the best interests of the Town. Wherever possible, the request of the employee shall be granted. A conflict in scheduling vacation leave amongst employees will be resolved by the Director on the basis of seniority in Town service. Any employee who does not submit a vacation schedule, when requested to by the Director, shall forfeit any seniority claim for vacation priority.

### Section 8.4

Pro-rata and accumulated vacation pay shall be paid to an employee at their then current wages in the event he/she terminates in good standing with the Town and/or retires from his/her service with the Town provided fourteen (14) days notice of such termination or retirement has been given in writing to the Town. In the event of the death of an employee, his/her pro-rata and accumulated vacation pay shall be paid at their then current wages to the beneficiary designated by said employee in writing and retained in his/her service folder. In the event said employee has failed to designate a beneficiary in writing prior to his/her death, the Town shall pay said pay to the spouse of the employee, if any, and if said spouse is not alive, to the children of said deceased employee. In the event no designation in writing is made, and the employee has neither a spouse nor children, the pay shall be given to the estate of the deceased employee.

### Section 8.5

An employee who becomes ill while on vacation leave may not charge such illness to sick leave unless the illness exceeds three (3) vacation days and the employee files a medical certificate describing the nature and duration of the illness with the D.W.P.C. Director or their designee.

## **ARTICLE IX** **LEAVE PROVISIONS**

### Section 9.1

Sick leave allowance will be earned by each employee, at current wages, at the rate of one and one quarter (1-1/4) days for each full calendar month of service for a total of fifteen (15) days during a calendar year. Each employee shall be notified of his/her accumulated sick leave, by letter, once a year in the first pay period of July, until such accumulation is generated on the employee's pay stub. Sick leave may be used in minimum units of one-quarter (1/4) day.

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## Section 9.2

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

## Section 9.3

The D.W.P.C. Director or designee may request a doctor's note with regard to any sick leave more than three (3) days in a row. An employee may use up to a maximum of four (4) days per year of accrued sick leave for illness for a member in his/her immediate family. Sick leave may be used for enforced quarantine in accordance with public health regulations. Any employee calling in sick must notify the Department prior to the time when he/she is scheduled to report to work, except if in a dire emergency he/she is physically unable to do so.

## Section 9.4

All employees who are employed in bargaining unit positions shall have the following benefits for sick days:

- A. Effective and retroactive to July 1, 2001, all unused sick leave may be accumulated beyond one hundred and eighty (180) days for employees hired prior to April 3, 1998. Sick days accumulated beyond one hundred and eighty (180) days may be used by the employee for his or her own illness but will not be paid for or become the basis for compensation when the employee leaves the employ of the Town of Vernon.
- B. Upon retirement, employees hired prior to July 1, 2009 shall be paid full compensation for any of his/her unused sick leave, to a maximum of one hundred eighty (180) days at the fixed rate of \$235.00 per day.
- C. In the event of death, employees hired prior to July 1, 2009 unused accumulated sick pay shall be paid to the beneficiary designated by said employee in writing and retained in his/her personnel file, up to a maximum of one hundred eighty (180) days at the fixed rate of \$235.00 per day. In the event said employee's file does not have a beneficiary in writing prior to his/her death, the Town shall pay said money to the spouse, if any, if said spouse is not alive, to the child(ren) of said deceased employee. In the event no designation in writing is made and the employee has neither spouse or child(ren) the pay shall be given to the estate of the deceased employee.
- D. Employees hired prior to July 1, 2009 who terminate their employment with the Town in good standing shall be paid for fifty (50) percent of accumulated sick leave at the fixed rate of \$235.00 per day, not to exceed ninety (90) days.
- E. Any employee who is hired after July 1, 2009 may accumulate up to a maximum of ninety (90) days. Said employees will be paid for a maximum of thirty (30) days of accumulated sick leave fixed at the fixed rate of \$235.00 per day, in the following

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circumstances: (1) Upon retirement; (2) Upon his/her death; (3) Upon separation of employment with the Town after seven (7) years of service and good standing. Accumulated sick leave paid at the time of retirement, death or termination will not be added to the employee's pension calculation.

#### Section 9.5

Any employee out on Workers' Compensation as distinguished from sick leave shall mean paid leave to an employee due to an absence from duty caused by an accident or injury that occurred while the employee was engaged in the performance of his/her duties. An employee who is eligible for Workers' Compensation under the Workers' Compensation Act shall have their workers' compensation pay supplemented by the Town to one hundred percent (100%) of the employee's regular wages, not to exceed his/her regular wages, for a period not to exceed six (6) months.

#### Section 9.6 -Military Leave

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

#### Section 9.7 -Union Leave

One (1) member of the bargaining unit shall be allowed to attend official Union convention or conference without loss of pay for up to a maximum of three (3) days total per fiscal year. In all cases, requests to use such Union leave must be given to the Town at least fifteen (15) working days in advance of the convention and/or conference. Permission to attend such conferences or conventions will not be unreasonably withheld.

#### Section 9.8 -Leave of Absence Without Pay

The Town may, at its discretion, grant an employee a leave of absence, without pay, for legitimate reasons, provided, however no such leave shall be granted for the purposes of engaging in other employment, unless approved by the Town Administrator in writing. The Town after consultation with the employee's supervisor, shall make the decision on whether or not to grant the requested leave of absence. Such decision will not be subject to the grievance/arbitration provisions of this Agreement, provided it is not arbitrary and/or capricious. Any accumulated sick or vacation leave unused prior to such leave of absence shall be retained to the employee's credit upon return. No benefits, including but not limited to sick leave, vacation leave or earned time are accrued during an unpaid leave of absence.

#### Section 9.9 -Bereavement Leave

Three (3) days bereavement leave with pay shall be granted, for all employees, for death in the immediate family of an employee, or the immediate family of his/her spouse. Immediate family, for purposes of this Section, is defined as parents, grandparents, spouse, brother, sister, child or grandchild and also any relation or person designated as a beneficiary of life insurance or retirement plan death benefits who is domiciled in the employee's household.

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Section 9.10 -Personal Days

Employees are entitled to three (3) personal days with pay each fiscal year to attend to personal business which cannot be conducted outside the normal work week. Requests for a personal day shall be approved by the employee's immediate supervisor and submitted to the D.W.P.C. Director or their designee and be made at least twenty four (24) hours in advance of the scheduled day of leave. Personal days may not be accrued.

Section 9.11 -Federal Family Medical Leave

The Town will comply with applicable provisions of the Federal Family and Medical Leave Act (FMLA). Any employee who takes leave under FMLA must have the approval of the Town Administrator and is required to substitute and use all accrued paid leave as all or part of their leave taken under the FMLA. The limitations set forth in Section 9.3 of this Agreement shall not be applicable for purposes of paid leave in accordance with this Section. The Union agrees not to grieve an alleged violation of the Federal FMLA.

Section 9.12 -Disability Plan

New employees hired after the signing of this Agreement shall be provided coverage by the Town, at not cost to the employee, in accordance with the Group Certificate policy Number GLT -24495 from the Hartford Life and Accident Insurance Company dated November 1, 1988 with the modification to the eligible class of employees to include Local 818 D.W.P.C. Supervisors of Council 4, AFSCME member (attached appendix) and a waiting period of ninety (90) days. Employees will be eligible on the first of the month following the ninety (90) day waiting period.

**ARTICLE X**  
**GRIEVANCE PROCEDURE**

Section 10.1

A grievance is a dispute and/or disagreement which arises under this Agreement between an employee and the Employer. Any grievance filed must state the section and paragraph of the contract alleged to be violated.

**Step 1:** Within ten (10) working days after the employee knew or should have known of the cause of the grievance an employee having a grievance and/or his/her Union Steward shall in writing take it up with the D.W.P.C. Director. The D.W.P.C. Director shall, within ten (10) working days of receipt of the grievance, meet with the employee and/or Union Steward to review the facts. The D.W.P.C. Director shall provide a written answer to the employee and/or his/her Union steward within fifteen (15) working days after the presentation of the grievance.

**Step 2:** In the event the grievance has not been settled in Step 1, the Union shall, within seven (7) working days, submit the grievance to the Town Administrator. The Town Administrator shall within ten (10) working days of receipt of this grievance, meet with the grievant and a non-

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employee AFSCME Union Representative to review the facts. The Town Administrator shall provide a written answer to the employee and Union within seven (7) working days after the meeting.

#### Section 10.2

All time limits refer to work days in this Article. Any disposition of a grievance from which no appeal is taken within the time limits specified herein, will be deemed resolved and shall not thereafter be considered subject to the grievance and arbitration provision of this Agreement. All time limits in the grievance and arbitration process may be extended by written mutual agreement of the parties.

#### Section 10.3

One Officer of the Union shall be designated by the Union for the purposes of adjusting grievances and shall be afforded said opportunity without loss of pay to conduct such business.

### **ARTICLE XI** **ARBITRATION**

#### Section 11.1

In the event any grievance has not been settled through the foregoing grievance procedure, the Union and/or Town have the right to submit the grievance to the State Board of Mediation and Arbitration. Such request for arbitration must be received by the State Board of Board of Mediation and Arbitration within twenty (20) calendar days from receipt of the decision form Step 2 of the grievance procedure. A copy of such request for arbitration shall be sent by certified mail to the Town and/or the Union as the case may be. The decision rendered by the arbitrator or arbitrators shall be final and binding upon all parties as provided by law. 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 and Arbitration. The arbitrator(s) shall arbitrate only one (1) grievance at a time unless otherwise agreed.

#### Section 11.2

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

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Section 11.3

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

Section 11.4

The arbitrator shall be limited to deciding the specific issue placed before him/her and the specific language alleged to be misapplied or misinterpreted.

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

**ARTICLE XII**  
**DISCIPLINE AND DISCHARGE**

Section 12.1

Discipline, including discharge, shall be for just cause only.

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

Section 12.2

Under normal circumstances the Town will generally follow a progressive disciplinary procedure. Such procedure shall include three (3) steps: written warnings, suspension and discharge. All actions taken under this section shall be initiated within ten (10) working days after the D.W.P.C. Director personally knew or should have known of the event giving rise to the disciplinary action. The parties, however, recognize that not all discipline can be progressive in nature and whether or not progressive discipline is to be followed by the Town depends upon the nature of the events for which discipline is being imposed.

Copies of all actions taken under this Article shall be given to the Union President.

**ARTICLE XIII**  
**PAST PRACTICE LANGUAGE**

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

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**ARTICLE XIV**  
**JURY DUTY**

Any regular employee shall be granted a leave of absence with pay for required jury duty. The employee shall continue to receive his/her regular pay, but shall submit to the Town any jury fees, except travel and/or meal allowance. The employee shall give to the D.W.P.C. Director a certified record of jury attendance form the Clerk of Court.

**ARTICLE XV**  
**NO DISCRIMINATION**

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

**ARTICLE XVI**  
**TOWN VEHICLES**

If an employee is supplied with a Town vehicle, and such vehicle is allowed to be taken home at night, on weekends, holidays and other such appropriate occasions; this vehicle is to be used for transportation to and from work and for other job related duties outside the employee's normal working hours. The Town will comply with all applicable Internal Revenue Service Rules and Regulations by crediting personal use as income. Any paid leave in accordance with this Collective Bargaining Agreement will be subtracted from this calculation.

Employees who use their own vehicle to do Town business shall be reimbursed at the applicable IRS mileage rate of reimbursement.

**ARTICLE XVII**  
**EVALUATIONS**

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

- a. The maximum amount that each individual may be eligible for annually is \$600. Effective July 1, 2010, the maximum amount that each individual may be eligible for annually is \$1,000.
- b. There are two levels of award: the first level for the category of being overall "very good," for \$300; and the next level, overall "excellent" for \$600. Effective July 1, 2010, there are two levels of award: the first level for the category of being overall "very good," for \$500; and the next level, overall "excellent" for \$1,000.
- c. In each category, the department head can recommend the awarding of such merit pay annually and the Town Administrator has the authority to approve or reject said recommendation.

- d. Evaluations will be completed on June 1, 2005 and annually thereafter. The awards will be determined based on the period of performance from the previous year.
- e. Employees will be evaluated annually by the Director of WPCA or by his/her designee and such evaluation will not be used as the sole basis for any disciplinary action toward the employee.
- f. If an individual is not satisfied with the department head's evaluation, the individual may appeal that evaluation to the Town Administrator. The Town Administrator or his/her designee will meet with the employee and the department head. The Town Administrator's decision, based upon the information gathered at this meeting, will be final.
- g. Announcement of the Merit Pay Award(s) shall be done once annually by the Town Administrator.
- h. The Union agrees not to grieve an alleged violation of this section.

**ARTICLE XVIII**  
**NO STRIKE/NO LOCKOUT**

**Section 18.1**

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

The Town agrees that there will be no lockout of any employee or employees during the life of this Agreement.

**ARTICLE XIX**  
**INSURANCE**

**Section 19.1**

An employee may choose between Town HMO (currently Aetna/Medco plan listed) or Town PPO (currently Aetna/Medco plan listed).

The Town PPO plan effective on 7/1/09 will have the following payments:

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- a. Office visits preventative \$10
- b. Office visits \$25
- c. Inpatient \$500
- d. Emergency \$50
- e. Outpatient \$250
- f. Dependent rider 19/23
- g. Out of network deductible \$250/\$500/\$750
- h. Prescriptions - Retail up to 34 days and Mail Order 31 to 100 days; \$5 generic, \$25 Listed Brand Name, \$40 Non-Listed Brand Name, with \$5,000 cap, in accordance with Appendix B-1, entitled Managed Prescription Program 3-Tier, implemented as soon as administratively possible.

The Town HMO plan effective on 7/1/09 will have the following payments:

- a. Office visits preventative \$10
- b. Office visits \$10
- c. Inpatient \$200
- d. Emergency \$50
- e. Outpatient \$50
- f. Dependent rider 19/23
- g. Prescriptions - Retail up to 34 days and Mail Order 31 to 100 days; \$5 generic, \$25 Listed Brand Name, \$40 Non-Listed Brand Name, with no cap, in accordance with Appendix B-1, entitled Managed Prescription Program 3-Tier, implemented as soon as administratively possible.

These plans shall include Full Service Indemnity Plan Dental Care. For current bargaining unit members only, dental coverage shall be available to dependent children up to age twenty-three (23). The Town may change carriers provided the level of benefits and administration of the plan is no lesser than the current insurance benefits. Prior to making any change the Town shall notify the Union so the changes can be reviewed prior to implementation.

In the event that the insurance carrier providing the benefits is no longer in business or has been merged been acquired another carrier, the parties will meet to discuss alternative coverage. Such cost shall not exceed the cost of the previous insurance plan provided to the employees.

Employees shall contribute to a Section 125 IRS plan with the following share amounts for employees:

| Year                       | Town HMO | Town PPO |
|----------------------------|----------|----------|
| July 1, 2009-June 30, 2010 | 10%      | 18%      |
| July 1, 2010-June 30, 2011 | 10.5%    | 18%      |
| July 1, 2011-June 30, 2012 | 11%      | 18%      |

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Section 19.2

During the open enrollment period, an employee may voluntarily elect to waive, in writing, the coverages specified in Article 19.1, and shall receive an annual payment of:

- i. If the premium is between three thousand (\$3,000) and five thousand nine hundred and ninety-nine dollars (\$5,999) – two thousand dollar (\$2,000) payment.
- ii. If the premium is between six thousand (\$6,000) to eight thousand nine hundred ninety-nine dollars (\$8,999) – two thousand, five hundred dollar (\$2,500) payment.
- iii. Nine thousand dollars (\$9,000) or more – three thousand dollar (\$3,000) payment.

Employees who waive their right to coverage and subsequently lose alternative coverage may re-enroll as soon as possible, but not later than the first of the second month following the month in which application has been made by the employee to the Town, provided the employee shall reimburse the Town any stipend paid on a pro-rata basis. This waiver will not be available for employees who have health insurance paid by the Town of Vernon or Vernon Board of Education through their spouse or any other family member.

Section 19.3

The Town shall provide and pay for life insurance in the amount of \$40,000 and \$80,000 accidental death and dismemberment. Effective July 1, 2010, the Town shall provide and pay for life insurance in the amount of \$50,000 and \$100,000 accidental death and dismemberment.

Section 19.4

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

Section 19.5

The Town reserves the right to change insurance carriers provided that the benefits and terms are equal to or better than those provided for in Article 19 of this Agreement.

Section 19.6

The Town will establish an Employee Assistance Program (EAP) to all employees covered by this Agreement.

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Section 19.7

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

Section 19.8

An employee who separates from service and meets the requirements for retirement as defined by the provisions of the Town of Vernon Pension Plan may continue to participate in the group insurance coverages specified in Article 19, for himself/herself and his/her eligible dependents with the employee paying the full cost of said coverages. Spouses of deceased retirees shall be able to continue coverage under this provision, provided they continue to pay the monthly premium to the Town. Upon the employee attaining eligibility for Medicare, they themselves will no longer be eligible for coverage under the Town coverages.

Section 19.9

Carrier permitting, all employees shall have the option to purchase long term disability insurance through the Town's Plan at their own cost. If chosen, the premiums will be deducted from the employee's paycheck once each month.

Section 19.10

Employees shall have the option of purchasing the outlined Dental Amendatory Riders Package A, B, C, and D. Employees shall pay the cost of such coverage at applicable group rates, through payroll deduction with Section 125 applicable.

**ARTICLE XX**  
**PENSION**

Section 20.0

The employee pension plan of the Town of Vernon, as currently administered through the Prudential Retirement Services, Group Annuity Contract IN-16490, is hereby made a part of this Agreement including any plan amendments made by this Agreement for the members of Local 818 D.W.P.C. Supervisors, American Federation of State, County and Municipal Employees, and excludes any plan amendments made by or on the behalf of any other employee group.

Section 20.1

The current pension plan shall be modified as follows, with all other provisions remaining as they are as of July 1, 1997.

A. Article IV, Section 1 C -Normal Retirement:

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Effective 7/1/99 -Age 63 and ten (10) years of service;  
Effective 6/30/2000 -Age 62 and ten (10) years of service;

B. Article V, Section 1B

Effective July 1, 2009, the monthly benefit rate shall be two and twenty hundredths percent (2.20%) of average monthly earnings times credited years of service to a maximum of thirty-five (35) years and a maximum of seventy (70) percent.

C. Article III, Section 3F

Effective January 1, 2010, eligible employees will contribute seven (7.0) percent pre-tax earnings to the Section 414 h2 Plan. Effective January 1, 2012, eligible employees will contribute seven and one-half (7.5) percent pre-tax earnings to the Section 414 h2 Plan.

D. Article VII, Section 3

Deferred Vested Benefit shall be ten (10) years of service with no minimum Age.

E. Employees who become members of the bargaining unit subsequent to January 1, 2010 are not eligible for the defined benefit pension (pension) plan set forth herein. Such employees will be eligible for a Town 457(b) plan, and will be automatically enrolled in the plan. The Town will contribute 2% of the employee's base wages of all employees who elect to participate in the 457(b) plan upon their hire and do not elect to opt out of the plan. If an employee contributes 7.5% or more of his or her base wages to a 457(b) plan, the Town will contribute an additional 2% for a total contribution of 4% of the employee's annual base wages to the plan. Vesting schedule same as defined benefit pension plan.

F. Employees hired prior to January 1, 2010 are not eligible to participate in the 457(b) Plan to which the Town makes any contribution as set forth herein.

Section 20.2

One (1) member of the bargaining unit may voluntarily elect to be a member of the Town Pension Committee.

**ARTICLE XXI**  
**WAGES**

Section 21.0

Wage scales and classifications shall be negotiated and made a part of this Agreement as Appendix A. Job descriptions have been made part of this Agreement as Appendix C.

Section 21.1

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

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

Section 21.2

Employees of this bargaining unit shall be only required to be on standby for weekends (Friday 11:00 p.m. to Sunday 11:00 p.m.) and Holidays (11:00 p.m. to 11:00 p.m.) with minimum staffing of one individual per classification. Compensation for standby shall be set at two (2) hours' pay at time and one-half for Saturdays and double time for Sundays and Holidays. In addition the provisions of Article V, Section 5.3 shall be applicable for all call backs.

**ARTICLE XXII**  
**LONGEVITY**

Section 22.0

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

|                                    |                   |
|------------------------------------|-------------------|
| 10 years of service up to 15 years | \$250.00 annually |
| 15 years of service up to 20 years | \$325.00 annually |
| 20 years of service up to 25 years | \$400.00 annually |
| 25 years of service and thereafter | \$475.00 annually |

Effective July 1, 2010, longevity payments for 25 years of service and thereafter shall be increased by \$200.00.

This benefit is not available to new members of the bargaining unit hired after July 1, 2001.

**ARTICLE XXIII**  
**SAFETY AND HEALTH**

Section 23.1

The Town will provide free of charge to the employees, medical injections for the prevention and treatment of T/B yearly testing, tetanus, hepatitis, flu, diphtheria, poison ivy, and annual pulmonary testing.

Clothing shall be supplied to all employees working in conditions exposed to severe elements, e.g., foul weather gear, boots, gloves, and winter and summer coveralls. Employees shall wear safety helmets in designated areas.

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The Town will continue to adhere to the present policy regarding uniforms. All employees will receive one hundred and fifty dollars (\$150.00) each July 1 of this agreement for the purchase of safety shoes. Effective July 1, 2010, all employees will receive two hundred dollars (\$200.00) each July 1 of this agreement for the purchase of safety shoes.

All employees shall be entitled to a safe and healthy work place in accordance with applicable safety laws.

**ARTICLE XXIV**  
**SAVINGS CLAUSE**

Section 24.1

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

**ARTICLE XXV**  
**TUITION AND FEE REIMBURSEMENT**

Section 25.1

Any employee taking college, technical and/or university course(s) which, on the recommendation of the Department Head and approval of the Town Administrator or designee, directly relates to the assignments of the employee shall be eligible for a maximum of \$1,000.00 per semester per employee reimbursement provided the employee receives a 2.0 grade point average or a grade of "C" or better in approved undergraduate courses or that employee receives a 3.0 grade point average, a letter of "B" or better in approved graduate courses, or a passing mark if no letter grade is utilized. The grievance/arbitration procedures will not be applicable to this Section.

**ARTICLE XXVI**  
**DURATION**

Section 26.1

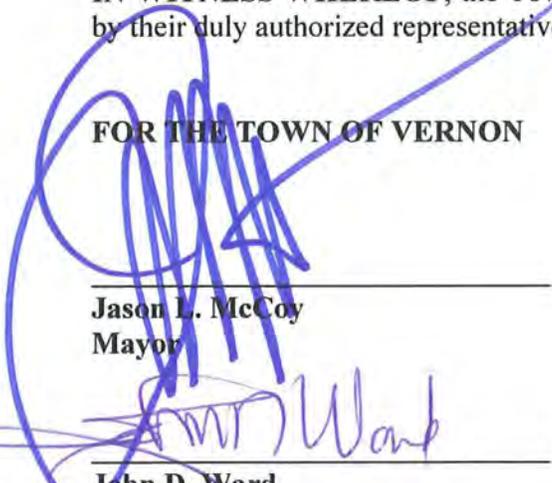
This Agreement will become effective upon its signing and shall remain in effect through June 30, 2012, and from fiscal year to fiscal year thereafter unless either party notifies the other by registered or certified mail, return receipt requested no later than one hundred twenty (120) days before the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

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Upon receipt of such notice, the parties shall meet as soon as possible to negotiate such changes.

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

**FOR THE TOWN OF VERNON**

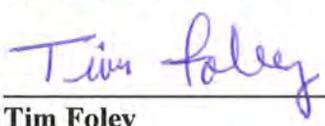


\_\_\_\_\_  
**Jason L. McCoy**  
Mayor

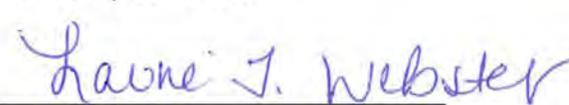


\_\_\_\_\_  
**John D. Ward**  
Town Administrator

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



\_\_\_\_\_  
**Tim Foley**  
President, Local 818



\_\_\_\_\_  
**Laurie Webster**  
Staff Representative  
AFSCME, Council 4, AFL-CIO

**APPENDIX A**

**SALARIES**

For Plant Foreman and Wastewater Collection System Foreman

| <u>DATE</u>  | <u>INCREASE</u> | <u>HOURLY</u> | <u>WEEKLY</u> | <u>ANNUALLY</u> |
|--------------|-----------------|---------------|---------------|-----------------|
| July 1, 2009 | 0.00 %          | \$ 30.21      | \$ 1,208.40   | \$ 62,836.80    |
| July 1, 2010 | 1.00 %          | \$ 30.51      | \$ 1,220.48   | \$ 63,464.96    |
| July 1, 2011 | 2.00 %          | \$ 31.12      | \$ 1,244.89   | \$ 64,734.28    |

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**APPENDIX B**



HMO Style Plan

Town of Vernon  
Effective Date: 07-01-2008

Open Access® Managed Choice® POS - Connecticut

**PLAN DESIGN AND BENEFITS  
PROVIDED BY AETNA LIFE INSURANCE COMPANY - INSURED**

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

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**APPENDIX B**



HMO Style Plan

Town of Vernon  
Effective Date: 07-01-2008

Open Access<sup>®</sup> Managed Choice<sup>®</sup> POS - Connecticut

**PLAN DESIGN AND BENEFITS**

PROVIDED BY AETNA LIFE INSURANCE COMPANY - INSURED

1 routine exam per 24 months

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

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**APPENDIX B**



HMO Style Plan

Town of Vernon  
Effective Date: 07-01-2008

Open Access<sup>®</sup> Managed Choice<sup>®</sup> POS - Connecticut

**PLAN DESIGN AND BENEFITS  
PROVIDED BY AETNA LIFE INSURANCE COMPANY - INSURED**

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

**GENERAL PROVISIONS**

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APPENDIX B



HMO Style Plan

Town of Vernon  
Effective Date: 07-01-2008

Open Access<sup>®</sup> Managed Choice<sup>®</sup> POS - Connecticut

PLAN DESIGN AND BENEFITS

PROVIDED BY AETNA LIFE INSURANCE COMPANY - INSURED

**Dependents Eligibility**

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

**Pre-existing Conditions Exclusion**

On effective date: Waived

After effective date: Full Postponement

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

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

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

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

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

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APPENDIX B



HMO Style Plan

Town of Vernon

Effective Date: 07-01-2008

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

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

Plans are provided by Aetna Life Insurance Company.

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**APPENDIX B**



PPO Style Plan

Town of Vernon  
Effective Date: 07-01-2008

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

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

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

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

|                           |              |     |
|---------------------------|--------------|-----|
| <b>Member Coinsurance</b> | Covered 100% | 20% |
|---------------------------|--------------|-----|

Applies to all expenses unless otherwise stated.

|  |      |            |         |            |
|--|------|------------|---------|------------|
| <b>Payment Limit</b> (per calendar year) | None | Individual | \$1,000 | Individual |
|  | None | Two Person | \$2,000 | Two Person |
|  | None | Family     | \$2,500 | Family     |

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

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

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

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

|                         |   |  |
|-------------------------|---|--|
| <b>Lifetime Maximum</b> | Unlimited except where otherwise indicated. |  |
|-------------------------|---|--|

|   |          |                |
|---|----------|----------------|
| <b>Primary Care Physician Selection</b> | Optional | Not applicable |
|---|----------|----------------|

**Certification Requirements -**

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

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

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

|                             |      |      |
|-----------------------------|------|------|
| <b>Referral Requirement</b> | None | None |
|-----------------------------|------|------|

| <b>PREVENTIVE CARE</b> | <b>PREFERRED CARE</b> | <b>NON-PREFERRED CARE</b> |
|------------------------|-----------------------|---------------------------|
|------------------------|-----------------------|---------------------------|

|  |                         |     |
|--|-------------------------|-----|
| <b>Routine Adult Physical Exams/ Immunizations</b> | \$10 office visit copay | 20% |
|--|-------------------------|-----|

**Immunizations**

1 exam every 12 months age 18 and over.

|   |  |     |
|---|--|-----|
| <b>Routine Well Child Exams/Immunizations</b> | \$10 office visit copay. Copay waived for immunizations when an office visit charge is not made. | 20% |
|---|--|-----|

9 exams in first 2 years of life, 1 exam every 12 months of life thereafter to age 18.

|   |                         |     |
|---|-------------------------|-----|
| <b>Routine Gynecological Care Exams</b> | \$10 office visit copay | 20% |
|---|-------------------------|-----|

Includes routine tests and related lab fees

|                           |              |                        |
|---------------------------|--------------|------------------------|
| <b>Routine Mammograms</b> | Covered 100% | 20%; deductible waived |
|---------------------------|--------------|------------------------|

One baseline mammogram for covered females age 35-39; one mammogram per calendar year age 40 and over.

|   |   |   |
|---|---|---|
| <b>Routine Digital Rectal Exam / Prostate-specific Antigen Test</b> | Member cost sharing is based on the type of service performed and the place of service where it is rendered | Member cost sharing is based on the type of service performed and the place of service where it is rendered |
|---|---|---|

|                                    |   |   |
|------------------------------------|---|---|
| <b>Colorectal Cancer Screening</b> | Member cost sharing is based on the type of service performed and the place of service where it is rendered | Member cost sharing is based on the type of service performed and the place of service where it is rendered |
|------------------------------------|---|---|

For all members age 50 and over.

|                          |                         |     |
|--------------------------|-------------------------|-----|
| <b>Routine Eye Exams</b> | \$10 office visit copay | 20% |
|--------------------------|-------------------------|-----|

1 routine exam per 12 months

|                              |                         |     |
|------------------------------|-------------------------|-----|
| <b>Routine Hearing Exams</b> | \$10 office visit copay | 20% |
|------------------------------|-------------------------|-----|

1 routine exam per 24 months

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**APPENDIX B**



PPO Style Plan

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

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**APPENDIX B**

PPO Style Plan

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

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APPENDIX B



PPO Style Plan

Town of Vernon  
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PLAN DESIGN AND BENEFITS

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**GENERAL PROVISIONS**

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

**Pre-existing Conditions Exclusion** On effective date: Waived  
After effective date: Full Postponement

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

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

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

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**APPENDIX B**

PPO Style Plan

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**PLAN DESIGN AND BENEFITS**

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

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

Plans are provided by Aetna Life Insurance Company.

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**APPENDIX B-1**

Town of Vernon

**Managed Prescription Program, 3-Tier**

***Benefits at a Glance***

**How to Use the 3-Tier Managed Prescription Program**

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

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

**Copayments and Day Supplies**

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

***Generic Drugs Have the Lowest Copayment***

***Your HMO or PPO Copayment:***

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

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## APPENDIX B-1

Town of Vernon

Managed Prescription Program, 3-Tier

Benefits at a Glance

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### **Generic Substitution**

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

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

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

### **Preferred Drug Step Therapy**

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

### **Retail Refill Allowance**

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

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

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

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## APPENDIX B-1

Town of Vernon

Managed Prescription Program, 3-Tier

*Benefits at a Glance*

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

### **National Pharmacy Network**

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

### **Non-Participating Pharmacies**

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

### **Limits and Exclusions**

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

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**Town of Vernon**

**Title:** Wastewater Collection System Foreman    **Department:** WPCA

**Position Definition:** Supervises and participates in the maintenance of the sanitary sewer system and related facilities.

**Supervision Received:** Receives general written and oral directions from the Director of the Water Pollution Control Department and general supervision from the Assistant Director.

**Supervision Exercised:** Oversight of contractors performing sewer maintenance and repair work. May assign operators and plant staff to operations and related maintenance tasks.

**Examples of Essential Duties:** Reviews plans and specifications of referrals from Planning & Zoning Commission and advises Director of possible problems and concerns relative to the sanitary sewer system. Conducts field inspections of industries on a regular basis; draws wastewater samples and reads and verifies discharge-metering devices. Receives and investigates complaints or requests for sewer maintenance service and acts as liaison between Water Pollution Control Department and Public Works Department to schedule work as required. Assists in selection of contractors to provide sewer maintenance and repair work. Inspects work upon completion to assure all specifications are met. Plots maps of sewer backups and problem areas for institution of sewer maintenance program; records and identifies locations of manholes, sewer lines easements, pump stations and information related to the wastewater collection system. Makes field inspections of new sewer system construction by contractors for the Water Pollution Control Department; checks manholes and service mains for inflow/infiltration and conducts smoke and dye testing of problem areas.

**Examples of Incidental Duties:** Seeks out contractors to provide repair and maintenance services. Prepares estimates and writes specifications for materials relative to planning annual operating budget and maintains records pertaining to operations under his control. Maintains easements in accordance with Town policies on Town sewer contracts. Performs related work as required.

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**Knowledge, Skills and Abilities Required:** Working knowledge of the materials, methods and equipment used in the construction, operation, and maintenance of sanitary sewers, manholes, and pump stations. Knowledge of the principles of sanitary engineering applicable to the operation and repair of a sewerage system. Ability to read and interpret plans, blueprints and profiles of sewerage systems. Ability to plan, assign and supervise the work of subordinates. Ability to establish and maintain effective working relationships with subordinates, contractors, supervisors and the public.

**Minimum Qualifications Required:** The skills and knowledge required would generally be acquired with a diploma from an accredited high school or vocational/technical school and five years experience in the construction and maintenance of sanitary sewer systems.

**Physical Exertion/Environmental Conditions:** Conducts inspections at sites requiring road travel, exposure to weather conditions, including heat, cold, rain and snow; and climbs, bends and reaches in carrying out inspections. Must take precautions to avoid exposure to toxic materials, including wearing of protective clothing.

**License or Certificate:** Collection System Operator's Certification, Class II. Valid Connecticut CDL-Class B Motor Vehicle Operator's License.

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

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**Town of Vernon**

**Title:** Plant Foreman

**Department:** WPCA

**Position Definition:** Supervises and coordinates the operation, maintenance, and repair of the instrumentation, motors and pumps in Wastewater Treatment plant and associated pumping stations; inspects plant equipment and processes regularly; and works closely with laboratory staff to assure required environmental protection standards are met.

**Supervision Received:** Receives oral or written instructions from Assistant Director. Plans and organizes work based on a standard schedule. Establishes priorities for work assignments and adapts for emergencies. Reports work accomplished to supervisor.

**Supervision Exercised:** Assigns operators and plant staff to operations and related maintenance tasks. Reviews work in progress and reassigns employees as needed. Administers plant safety programs.

**Examples of Essential Duties:** Monitors instrumentation to assure proper operation of pumps and equipment. Receives regular reports from laboratory analyst concerning quality of effluent. Takes remedial actions to improve quality as necessary. Oversees monitoring of waste water entering plant to detect discharge of unlawful and dangerous substances into system. Directs remedial action to protect treatment process and equipment. Regularly inspects equipment for efficiency in operation and to avoid breakdowns. Supervises installation of new or replacement equipment. Oversees the replacement or installation of pipes and equipment. Responds to emergencies on a call-in basis. Supervises training and development programs for employees. Evaluates performance of assigned personnel. Oversees maintenance of plant vehicles. Works closely with plant electrician to ensure that all electrical equipment is operating efficiently, including alarm systems and emergency power generators. As Safety Officer enforces safety and work rules. Meets periodically with Union representatives to review safety procedures. Recommends to supervisor safety improvement measures. Enters plant processing information into computer, to produce status reports for supervisor and for required reports to state agencies.

**Examples of Incidental Duties:** Performs plant duties of Plant Superintendent as necessary. Assists with budget recommendations, expenditures, plant improvements, specifications for major equipment purchases, and materials purchases. Initiates requisitions for materials, supplies, or equipment. Coordinates work assignments to assure minimum interruption of treatment process.

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**Knowledge, Skills and Abilities Required:** Ability to acquire a working knowledge of the use of powdered activated carbon and "wet air regeneration" in the treatment process. Knowledge of high pressure systems and attendant safety factors. A working knowledge of federal and state laws pertaining to wastewater collection and treatment. Ability to supervise operating and technical personnel in operation, maintenance, and laboratory tasks related to wastewater treatment. Ability to supervise and train personnel. Ability to apply common sense understanding to carry out instructions furnished in written, oral, blueprint or diagrammatic form. Ability to add, subtract, multiply and divide all units of measure. Must be available to respond to emergencies on an assigned basis, including holidays and week-ends.

**Minimum Qualifications Required:** The skills and knowledge required would generally be acquired with completion of vocational training program in wastewater treatment technology and four years of experience, at least two of which must be of lead operational or plant maintenance supervisory experience.

**Physical Exertion/Environmental Conditions:** Works in environmental conditions in which there is exposure to toxic materials and fumes. Some lifting of light to medium weights. Intermittent exposure to computer screen. Ability to climb for inspection reasons. Ability to work in poor weather conditions, including heat, cold, rain or snow.

**License or Certificate:** State certification as a Wastewater Operator Class II. Connecticut Motor Vehicle Operator's license.

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

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APPENDIX D

TOWN OF VERNON  
PERFORMANCE EVALUATION FORM  
FOR SUPERVISORS

Employee: \_\_\_\_\_ Position: \_\_\_\_\_

Department: \_\_\_\_\_

Rating Period: \_\_\_\_\_ Date: \_\_\_\_\_

|   | Excellent | Very Good | Fully Satisfactory | Needs Improvement | Unsatisfactory |
|---|-----------|-----------|--------------------|-------------------|----------------|
| Quality Of Work                           | _____     | _____     | _____              | _____             | _____          |
| Quantity Of Work                          | _____     | _____     | _____              | _____             | _____          |
| Cooperation                               | _____     | _____     | _____              | _____             | _____          |
| Interpersonal Skills                      | _____     | _____     | _____              | _____             | _____          |
| Ability to learn New Duties and Equipment | _____     | _____     | _____              | _____             | _____          |
| Dependability & Attendance                | _____     | _____     | _____              | _____             | _____          |
| Supervisory Skills                        | _____     | _____     | _____              | _____             | _____          |

Number of sick days taken in the rating period:

Overall evaluation is:

Excellent    Very Good    Fully Satisfactory    Needs Improvement    Unsatisfactory

\_\_\_\_\_

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APPENDIX D

Performance Evaluation of \_\_\_\_\_ Date: \_\_\_\_\_

Comments or suggestions by supervisor or employee:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Employee's Signature \_\_\_\_\_ Date: \_\_\_\_\_  
(This indicates receipt of the rating)

Supervisor's Signature \_\_\_\_\_ Date: \_\_\_\_\_

Department Head's Signature \_\_\_\_\_ Date: \_\_\_\_\_

PEFMSUPV  
Revised 1/18/00

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APPENDIX D

EVALUATION FACTORS

The following are the factors which each supervisor will be ranked on. The definitions herein are illustrative.

"Quality of work" – Sensitive to and interested in the needs of the public; makes prompt and sound decisions based on multiple sources of information; weighs alternatives and their potential outcomes; neatness and accuracy of work product; performs work according to the job requirements; and has an understanding of the procedures, techniques, and instructions necessary to perform the job and the degree to which these skills have been mastered.

"Quantity of work" – Volume of work produced under normal circumstances; and the rate of progress on assignments.

"Cooperation" – Acceptance of authority and directives; assess how the employee gets along with subordinates, fellow supervisors, other managers, the public, and other people contacted in the course of the job; and how well the employee reacts to constructive criticism.

"Interpersonal skills" – Communicates effectively both orally and in writing; is accessible and approachable; and establishes sound working relationships with other supervisors/managers and subordinates.

"Ability to learn new duties and equipment" – Speed with which the employee masters new routines and grasps explanations; and employee's ability to retain the knowledge.

"Initiative" – Degree to which the employee demonstrates independent action and resourcefulness on the job by developing new methods; offering constructive suggestions; and seeking additional work.

"Dependability" – Ability to do assigned tasks on schedule under normal circumstances with a minimum of supervision; whether the employee can be relied upon to report for work regularly, to be on time and to adhere to work schedules; and follows safety rules and demonstrates safe work practices.

"Supervisory skills" – Assists employees in meeting departmental and personal goals; issues directions clearly; plans and assigns workload skillfully and fairly; maintains good employee morale; recommends/takes appropriate disciplinary action; evaluates subordinates fairly and conscientiously; and professional development.

T.F.  
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APPENDIX D

EVALUATION RATINGS

An employee shall be rated on each factor. The ratings can be roughly defined as follows:

"Excellent" – the level of performance on the factor being rated is distinctly and recognizably superior to that which a competent supervisor would reasonably expect of a well-trained, competent employee.

"Very good" – the level of performance of the factor being rated usually exceeds that which a competent supervisor would reasonably expect of a well-trained, competent employee.

"Fully Satisfactory" – the level of performance on the factor being rated usually is what a competent supervisor would reasonably expect of a well-trained competent employee.

"Needs improvement" – the level of performance of the factor being rated is below the level which a competent supervisor could reasonably expect of a well-trained, competent employee, but not so far below standard as to be completely unacceptable. This performance is at a level such that the rater would not dismiss or demote the employee, but is indicative of a need for additional training, skills counseling, or more routine supervision.

"Unsatisfactory" – the level of performance of the factor being rated is significantly and recognizably below that which a competent supervisor would reasonably expect of a well-trained competent employee. This level of performance is so completely inadequate as to justify demoting or dismissing the employee.

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## FULL DENTAL PLAN

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

### COVERED SERVICES INCLUDE:

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

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

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

### ACCESSING BENEFITS:

#### Participating Dentists Benefits

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

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

#### Non-Participating Dentists Benefits

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

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

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*T.F.*



## DENTAL AMENDATORY RIDER A ADDITIONAL BASIC BENEFITS

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

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

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

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

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

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

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



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## DENTAL AMENDATORY RIDER A ADDITIONAL BASIC BENEFITS

### ACCESSING BENEFITS:

#### Participating Dentists Benefits

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

#### Non-Participating Dentists Benefits

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

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

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## DENTAL AMENDATORY RIDER B PROSTHODONTICS

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

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

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

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

### ACCESSING BENEFITS:

#### Participating Dentists Benefits

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

#### Non-Participating Dentist Benefits

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

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

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## DENTAL AMENDATORY RIDER C PERIODONTICS

Periodontal services consisting of:

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

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

### ACCESSING BENEFITS:

#### Participating Dentists Benefits

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

#### Non-Participating Dentists Benefits

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

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

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*T.P.*



## DENTAL AMENDATORY RIDER D ORTHODONTICS

The following Orthodontic services are provided:

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

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

### ACCESSING BENEFITS:

#### Participating Dentists Benefits

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

#### Non-Participating Dentists Benefits

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

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

*Jm*

*T.F.*