AGREEMENT

Between

THE TOWN OF VERNON

and

DIRECTORS INDEPENDENT UNIT

July 1, 2019- June 30, 2022

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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 Directors Independent Unit, hereinafter referred to as the "Unit."

The Town and Unit recognize that the positions represented by this group are management positions. Management responsibilities shall be apparent both in Unit members' supervision and direction of the subordinate employees and in their attention to the Town's mission of serving the residents of Vernon. The Unit is obligated to ensure that its members, as part of Management, actively support the efforts of the Town Administration to maintain essential Town services to the residents of the Town of Vernon. This section is for information purposes only and shall not be grievable by either party and shall not be cited in any disciplinary action.

ARTICLE I RECOGNITION

The Town recognizes the Unit as the sole and exclusive bargaining representative for the purposes of collective bargaining in matters of wages, hours of employment and other conditions of employment for the following positions: Assessor, Building Official, Collector of Revenue, Town Engineer, Director of Information & Communication Technology, Director of Parks & Recreation, Director of Social Services and Director of Youth Services.

ARTICLE II UNIT SECURITY

Section 2.0

The Town shall provide the Unit President with a current list(s) of names, addresses, job classification, grade, annual salary and date of hire on or about December 15th of each year. Additionally, the Town shall notify the Unit in writing, when there is a new hire or retirement within the bargaining unit.

Section 2.1

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

Section 2.2

The Town agrees to provide one (1) copy of the Agreement for each current member of the Unit to the Unit President for distribution by the 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 3.0

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

Section 3.1

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

Section 3.2

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

ARTICLE IV PROBATIONARY PERIOD

Section 4.0

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

Employees transferring or promoted to another position will serve a ninety (90) day probationary period.

ARTICLE V HOURS OF WORK AND COMPENSATORY TIME

Section 5.0

All members of this bargaining unit serve as the Director of their Department or the Supervisors of an Office/Division, and as such, will ensure their office is available to their customers during the posted hours of operation. All offices, (except the IT Department-see section 5.1) shall operate Monday through Wednesday, 8:30 a.m. to 4:30 p.m., Thursday, 8:30 a.m. to 7:00 p.m., and Friday, 8:30 a.m. to 1:00 p.m.. Department Directors shall work any additional hours required, as directed by the Town Administrator or Assistant Town Administrator.

Each member of this bargaining unit shall work a <u>minimum</u> of thirty-five (35) hours/week to meet the operational needs of their department/office.

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 negotiate with the Unit a minimum thirty (30) days prior to such change.

Section 5.1

The IT Department shall be available to their customers during the hours of Monday through Wednesday, 7:00 a.m. to 4:30 p.m., Thursday, 7:00 a.m. to 7:00 p.m., and Friday 7:00 a.m. to 4:30 p.m., as needed.

Section 5.2 - Compensatory Time

All members of this bargaining unit shall be classified as exempt employees under the FLSA, and shall not be paid overtime. Employees shall earn one (1) hour of compensatory time for each hour worked beyond thirty-five (35) hours per week. Compensatory time shall accrue and expire on December 31st of each year. Employees shall be allowed to take time off up to a limit of seventy (70) hours per calendar year.

ARTICLE VI LAY-OFF

Section 6.0

The Town shall provide the Unit President and all employees scheduled to be laid off with a minimum of 30 days advance notice of any layoff.

Section 6.1

Employees who have been laid off shall be entitled to be recalled by the Town for a period of eighteen (18) months starting with the date of the layoff. Ten (10) working days written notification by the Town to the Unit President and the last known address of the employee shall be sufficient notification.

ARTICLE VII HOLIDAYS

Section 7.0

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

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

Section 7.1

In addition to Section 7.0, each employee shall individually observe one (1) floating holiday annually (to be credited on January 1 and used during that calendar year), such floating holiday to be approved by the Town Administrator or Assistant Town Administrator

Section 7.2

In order to be eligible for holiday pay, an employee must be in a paid status including any approved leave.

ARTICLE VIII VACATIONS

Section 8.0

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:

Annual vacation leave will be frontloaded upon completion of the initial probationary period, and at the anniversary date thereafter.

Length of Continuous Service	<u>Day Per Full Month of</u> <u>Continuous Service</u>	Maximum Earned Days Per Year of Continuous Service
Date of hire through 6 th full year 7 years through the 10 th full year	1.25 days 1.42 days	15 days 17 days
More than 10 years	1.67 days	20 days
More than 20 years* *employees hired after July 1, 2009	2.08 days are not eligible for this benefit.	25 days

An employee may not take vacation leave of less than two (2) hour increments.

Section 8.1

Vacation Leave Carry Over: Employees may carry over a maximum number of 5 vacation days from one (1) anniversary year to the next. The carry over days shall NOT have any cash value.

Section 8.2

Vacation leave will be approved, with at least two (2) business days' notice, by the Town Administrator or Assistant Town Administrator.

Section 8.3

Employees who receive frontloaded vacation pay will receive a pro-rated share of vacation pay based on their anniversary date, 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 thirty (30) days' notice of such termination or retirement has given in writing to the Town.

In the event of the death of an employee, 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.

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

Section 8.4

Any employee who leaves employment during their initial probationary period will not be paid out any unused benefit time.

ARTICLE IX <u>LEAVE PROVISIONS</u>

Section 9.0

Sick leave allowance will be earned by each employee, at the rate of one and one quarter (1.25) days for each full calendar month of service for a total of fifteen (15) days during a calendar year. Sick leave may be used in units of no less than two (2) hour increments.

Use of sick leave is to be reported within one (1) hour of the scheduled start of the work day.

Section 9.1

Sick leave earned in any month of service shall be deposited on the last day of the month and becomes available immediately. Further, sick leave shall continue to accumulate during leave of absence with pay and during the time employees are in a paid status.

Section 9.2

The Town Administrator or Assistant Town Administrator 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.

Section 9.3 - Sick Leave Accumulation and Payout

- A. Accumulation of Sick Leave: All unused sick leave may be accumulated up to one hundred eighty (180) days.
- B. Sick Leave Payout: Employees will be paid out a maximum of thirty (30) unused sick days upon death, retirement or termination in good standing with the Town.

Section 9.4 - Workers' Compensation & Sick Leave

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 three (3) months. If an employee is still out on Workers' Compensation after the three (3) month period, the employee may, at his/her discretion, use his/her accumulated sick leave to supplement Workers' Compensation benefits up to one hundred percent (100%) of his/her regular wages.

Section 9.5- Military Leave

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

Section 9.6- Leave of Absence without pay

The Town Administrator or Assistant Town Administrator 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 or Assistant Town Administrator in writing. 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 leave or carried over 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 9.7- Bereavement Leave

Four (4) 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.

Section 9.8- Personal Days

Employees whose normal work week is thirty five (35) hours or more 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 submitted to the Town Administrator or Assistant Town Administrator for approval and be made at least twenty four (24) hours in advance of the scheduled day of leave. Personal days may not be accrued.

Section 9.9 Professional Days

The Town Administrator or Assistant Town Administrator may authorize a professional leave with pay to employees to attend conferences or take courses of study which will contribute to the employee's ability to serve the Town. The Town Administrator's decision will be final and no grievances/arbitration may arise under this section.

Section 9.10- 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 or Assistant 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 9.2 of this Agreement shall not be applicable for purposes of paid leave in accordance with this Section.

Section 9.11- Disability Plan (ADD TO APPENDIX)

The Town will provide a long term disability policy for all employees in this unit at no cost to the employee with a waiting period of ninety (90) days, as attached in Appendix E.

ARTICLE X GRIEVANCE PROCEDURE

Section 10.0

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 five (5) working days, after the employee knew or should have known of the cause of the grievance an employee having a grievance and/or his Unit President shall in writing take it up with the Town

Administrator. The Town Administrator shall, within ten (10) working days of receipt of the grievance, meet with the employee and/or Unit President to review the facts. The Town Administrator shall provide a written answer to the employee and the Unit President within seven (7) working days after the presentation of the grievance.

Section 10.1

All time limits refers 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.

ARTICLE XI ARBITRATION

Section 11.0

In the event any grievance has not been settled through the foregoing grievance procedure, the Unit and/or Town have the right to submit the grievance to the American Arbitration Association. Such request for arbitration must be received by the American Arbitration Association within twenty (20) working days from receipt of the decision from Step 1 of the grievance procedure. A copy of such request for arbitration shall be sent by certified mail to the Town and/or the Unit 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 American Arbitration Association. The arbitrator(s) shall arbitrate only one (1) grievance at a time unless otherwise agreed.

Section 11.1

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 11.2

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, Unit and aggrieved employee or employees. Expenses for arbitration shall be borne equally by the Town and the Unit for the American Arbitration Association.

ARTICLE XII DISCIPLINE AND DISCHARGE

Section 12.0

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 Unit present.

Section 12.1

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

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

ARTICLE XIII JURY DUTY

Section 13.0

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 Assistant Town Administrator a certified record of jury attendance from the Clerk of Court.

ARTICLE XIV NO DISCRIMINATION

Section 14.0

The parties agree that they will not discriminate against any employee in compliance with State and Federal laws. The parties further agree that there will be no discrimination because of an employee's membership in the Unit.

ARTICLE XV

TOWN VEHICLES

Section 15.0

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.

By exception, with prior approval, employees who use their own vehicle to do Town business shall be reimbursed at the applicable IRS mileage rate of reimbursement.

ARTICLE XVI EVALUATIONS

Section 16.0

The Town Administrator or Assistant Town Administrator designee shall annually conduct a performance evaluation and will develop a set of mutual expectations with the Employee. That set of mutual expectations, in addition to the criteria set forth in the Town of Vernon Performance Evaluation Form (attached hereto as Appendix A), will be used as the basis for the following year performance evaluation. Evaluations will take place on the anniversary of the hire date.

ARTICLE XVII NO STRIKE/ NO LOCKOUT

Section 17.0

The Unit 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, a picket during normal Town business hours, slowdown or work stoppage during the term of this Agreement. The Unit 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 XVIII INSURANCE

Section 18.0

All plans shall include Dental Care.

HDHP/HSA

The Town shall provide a HDHP (High Deductible Health Plan) and HSA/HRA (Health Savings Account or Health Reimbursement Account) with the following and deductibles (full summary listed in Appendix B);

Annual Single Deductible \$2,000 Annual Family Deductible \$4,000 Annual Out-of-Pocket Maximum Single Deductible \$2,500 Annual Out-of-Pocket Maximum Family Deductible \$5,000

The Town shall contribute fifty percent (50%) of the applicable deductible to each employees Health Savings Account, or Health Reimbursement Account.

Health Reimbursement Account (HRA)

The Town will provide a Health Reimbursement Account (HRA) for employees who choose to enroll in Medicare, with the following deductibles:

Annual Single Deductible \$2,000 Annual Family Deductible \$4,000 Annual Out-of-Pocket Maximum Single Deductible \$2,500 Annual Out-of-Pocket Maximum Family Deductible \$5,000

Annually, the Town shall notify the Unit President, in writing, the premium costs of the plans or whenever there is an increase or decrease in the premium cost. Notification shall be a minimum of 30 days prior to any increase in employee costs.

Employees shall contribute to a Section 125 IRS Plan the following premium share amounts, of the applicable premium rate, effective in listed year:

Year	Town HDHP/HSA/HRA plus Dental
July 1, 2019	13%
July 1, 2020	14%
July 1, 2021	15%

Annually, the Town shall notify each employee, in writing, the total cost of the plan they have chosen or whenever there is an increase or decrease in the premium cost.

Section 18.1

During the open enrollment period, an employee may voluntarily elect to waive, in writing, the coverage specified in Section 18.0, and shall receive an annual payment of:

- A. One thousand fifty dollars (\$1,050.00) for waiving single coverage
- B. One thousand six hundred dollars (\$1,600.00) for waiving two person coverage

C. Two thousand two hundred dollars (\$2,200.00) for waiving family coverage

Fifty percent (50.0%) of the annual payment will be made in the first pay period in October and the other fifty percent (50.0%) will be made in the first pay period in April of each year.

Employees who waive their right to coverage and subsequently lose 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. Employees hired on or after April 1, 2019 are not eligible for this benefit.

Section 18.2

The Town shall provide and pay for life insurance in the amount of \$50,000 and \$100,000 accidental death and dismemberment.

Section 18.3

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

Section 18.4

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 18 of this Agreement. The Town shall provide 30 days' notice prior to change in carriers.

Section 18.5

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

Section 18.6

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 18.7

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 18, for himself/herself and his/her eligible dependents with the employee paying the full cost of said coverages, provided they continue to pay the monthly premium, and no other alternative coverage is available through another employer, or through the spouse. 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, the employee and his/her dependents will no longer be eligible for coverage under the Town coverages. Employees hired on or after April 1, 2019 are not eligible for this benefit.

ARTICLE XIX PENSION

Section 19.0

The employee pension plan of the Town of Vernon is hereby made a part of this Agreement including any plan amendments made by this Agreement for the members of this Unit, and excludes any plan amendments made by or on the behalf of any other employee group. (Appendix C)

Vested Benefits for employees in the Defined Benefit Plan shall be as follows with no minimum age:

6 years of service 20.0% 7 years of service 40.0% 8 years of service 60.0% 9 years of service 80.0% 10 years of service 100.0%

Vested Benefits for employees in the Defined Contribution Plan shall be as follows with no minimum age:

6 years of service 20.0% 7 years of service 40.0% 8 years of service 60.0% 9 years of service 80.0% 10 years of service 100.0%

ARTICLE XX WAGES

Section 20.0

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

- A. Effective and retroactive to July 1, 2019, bargaining unit members and bargaining unit positions will receive a one point nine five percent (1.95%) increase.
- B. Effective July 1, 2020, bargaining unit members and bargaining unit positions will receive a one point nine five percent (1.95%) increase.
- C. Effective July 1, 2021, bargaining unit members and bargaining unit positions will receive a one point nine five percent (1.95%) increase.

The new salary schedules reflecting these annual increases and effective dates for the employees are set forth in Appendix D.

Section 20.1

Employees required to work temporarily in a higher paying position for thirty (30) consecutive work days or more shall be placed on the salary schedule for that position which results in a minimum increase of two point five (2.5%) percent to the employees rate of pay. This rate shall be applicable after the employee has worked in the position for thirty (30) consecutive work days and shall be retroactive to the first day of said assignment.

Section 20.2

Bargaining unit employees accepting a promotion to a position in a higher paying grade will be placed on the salary schedule for said position which results in a minimum increase of two point five (2.5%) percent increase to the employee's rate of pay.

Section 20.3

The Town agrees to annually review employees for step increases according to the mutual expectations agreed to between the employee and the Town Administrator or Assistant Town Administrator and the criteria set forth in Town of Vernon Performance Evaluation Form for Supervisors. Upon receipt of an average satisfactory evaluation, an employee will receive a step increase effective on their anniversary each year. Such evaluations are only subject to the grievance procedures of this Contract when there is a denial of a step increase. The parties acknowledge that a denial of a step increase can be reversed only if it is determined to be arbitrary and/or capricious.

Section 20.4

Bargaining unit employees may, through the Unit President, approach the Town Administrator to review and discuss current job duties and current pay grade and pay step. Any adjustment to their current pay based on these discussions may be made by mutual agreement of the Town, the Unit and the employee. Nothing in this provision shall be subject to the grievance or arbitration procedure of this collective bargaining agreement.

Section 20.5 – Performance Bonus

Employees who are at the top step in their classification shall receive a performance pay bonus based on their overall evaluation.

An overall evaluation rating of average satisfactory (3-3.99), shall receive a one-half percent (1/2%) performance pay bonus.

An overall evaluation rating of superior/above average satisfactory (4-4.99), shall receive a one percent (1%) performance pay bonus.

An overall evaluation rating of outstanding satisfactory (5), shall receive a one and one-half percent (1.5%) performance pay bonus.

Performance bonus shall be based on the receiving employee's then current annual salary and shall not be considered part of their base salary. Such performance pay bonus shall be awarded on their anniversary.

ARTICLE XXI PAYROLL

Section 21.0

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

ARTICLE XXII SAFETY AND HEALTH

Section 22.0

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 and poison ivy.

A stipend of one hundred dollars (\$100.00) shall be provided by the Town for unit employees in the following positions: Park/Recreation, Engineering Department, and Building Inspector which shall be utilized toward the purchase of safety shoes and/or clothing. These stipends shall be payable by the first period of August of each year of this Agreement. All employees covered by the above stipend will wear their appropriate shoes and/or clothing when required.

All employees shall be entitled to a safe and healthy work place.

ARTICLE XXIII TRAINING

Section 23.0

In its discretion, the Town may provide release time and reimbursement for employees for course/seminars which are job related. In order to receive release time and/or reimbursement under this Section, an employee must receive prior written approval from the Town Administrator or Assistant Town Administrator.

ARTICLE XXIV SAVINGS CLAUSE

Section 24.0

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 from 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 25.0

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 receive a maximum of \$1,000.00 per semester per employee reimbursement provided the employee receives a 3.0 grade point average or a grade of "B" 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 Town shall set aside \$3,000 per fiscal year

No Town funds will be expended in excess of these agreed upon amounts to reimburse employees for tuition and fees. All monies not used by the end of the contract year will automatically revert back to the general funds of the Town.

The grievance/arbitration procedures will not be applicable to this Section.

ARTICLE XXVI DURATION

Section 26.0

This Agreement will become effective upon its signing and shall remain in effect through June 30, 2022, 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.

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

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

Signed this 3 day of	July	, 2019 at Vernon, Connecticut.
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For the Town of Vernon

Michael J. Purcaro

Town Administrator

For the Unit

Marty Sitler

Directors Independent Unit President

Appendix A

PERFORMANCE REVIEW - EXEMPT PERSONNEL

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

Performance Evaluation (check one)

i			<u>rei</u>	ormance Evan	uation (check one)
	Outstanding	Superior Above Ave.	Average Satisfactory	<u>Below</u> Average	<u>Unsatisfactory</u>
EVALUATION FACTORS:	<u>(5)</u>	(4)	(3)	<u>(2)</u>	<u>(1)</u>
MAJOR RESPONSIBILITIES VS. ACCOMPLISHMENTS	-		and the state of t	***************************************	
PLANNING AND ORGANIZING	***************************************		****	***************************************	MANAGE AND
ANALYTICAL ABILITY (Accurate, Logical)	Ottomby de State on American State	***************************************		***************************************	
<u>DECISION MAKING</u> (Or Recommending)	***************************************		***************************************	-	-
COMMUNICATIONS (Oral and written)			Market de la companya	***************************************	***************************************
FOLLOW THROUGH (To Completion)			****	MATERIAL AND	******************************
WORKING WITH OTHERS (Internal, External)	4		-	·	-
JUDGEMENT (Sound Conclusions)	***************************************		***************************************	***************************************	
PERSONAL DRIVE (Initiative)	***************************************	***************************************	-		
RESOURCEFULNESS (Creativity)	***************************************		************	***************************************	· · · · · · · · · · · · · · · · · · ·
SUPERVISORY FACTORS:					
<u>LEADERSHIP</u>	**************************************	***************************************	***************************************	*****	
<u>DELEGATING</u> (Assigning Duties)	***************************************	***************************************			
MAINTAINING MORALE (Inspiring Others)		4-1	distribution (****	**********
<u>DEVELOP SUBORDINATES</u> (Encourage Promotion)	***************************************	***************************************	white state of the	No tile to the second s	
OVERALL PERFORMANCE RATING (AVE.)	***************************************			***************************************	· ·

EVALUATION RATING DEFINITIONS:

(5) Outstanding] -
-----------------	-----

Consistently exceeds standards for the position, exceptional.
Consistently meets and frequently exceeds the standards.
Meets and occasionally exceeds standards.
e - Occasionally meets standards, could improve performance.
/ - Unable or unwilling to meet standards, action required.
PERFORMANCE EVALUATION - EXEMPT PERSONNEL

(4) Superior -(3) Average -

(2) Below Average -(1) Unsatisfactory -

Appendix A

EVALUATION FACTORS:	
Planning and Organizing	Develops and applies improved methods, thinks ahead, sets realistic goals, gets results, establishes work priorities, uses time effectively.
Analytical Ability	Analyzes needs accurately and logically, effectively identifies and solves problems.
Decision Making	Makes good decisions, recommends solutions.
Communications	Good self expression both orally and in writing, to supervisors, peers, subordinates and public.
Following Through	Completes assignments on schedule.
Working with others	Assists supervisors and cooperates with others both internally and externally.
Judgment	Ability to arrive at sound and local conclusions, makes good decisions, consider all views, mature, objective, discreet.
Personal Drive	Own initiative, sets examples, conscientious.
Resourcefulness	Develops creative ideas, tries new methods, adjusts to change, flexible, versatility.
Leadership	Maintains acceptable quality standards, guides and motivates, inspires, confidence and teamwork, stimulates best efforts or subordinates.
Delegating	Assigns duties, delegates tasks appropriately, works through others.
Maintaining Morale	Inspires others, sets examples for subordinates, shows good attitude, listens encourages.
Developing Subordinates	Trains and prepares subordinates, encourages promotions.
AREAS TO BE STRENGTHENED	:
PERFORMANCE PROGRESS - S	ince Last Evaluation: (Check One)
ImprovedLittle or No	ChangeRegressedFirst Evaluation
EVALUATION REVIEWED BY: (Supervisor's Signature)	Date:
REVIEWED WITH EMPLOYEE BY:	Date.
(Immediate Supervisor) THIS EVALUATION HAS BEEN REV	Date:

If you disagree with the information in this document, you have the right to submit a written statement explaining your position. Your statement must be maintained as part of your personnel file, and with your written consent, be included in any transmittal or disclosure from your personnel file to a third party.

Date:

(Employee's Signature)





FULL DENTAL PLAN

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

COVERED SERVICES INCLUDE:

- Oral Examinations 1/36 months
- ☐ Periapical and bitewing x-rays 1/Year
- ☐ Topical fluoride applications for members under age 19-2/Year
- ☐ Prophylaxis, including cleaning, scaling and polishing 2/Year
- Relining of dentures
- Repairs of broken removable dentures
- □ Palliative emergency treatment
- □ Routine fillings consisting of silver amalgam and tooth color materials; including stainless steel crowns (primary teeth)*
- ☐ Simple extractions **
- □ Endodontics-including pulpotomy, direct pulp capping and root canal therapy (excluding restoration)
- * Payment for an inlay, onlay or crown will equal the amount payable for a three-surface amalgam filling when the member is not covered by Dental Amendatory Rider A.
- ** Payment for a surgical extraction or a hemisection with root removal will equal the amount payable for a simple extraction when the member is not covered by the Dental Amendatory Rider A.

ACCESSING BENEFITS:

Participating Dentists Benefits

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

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

Non-Participating Dentists Benefits

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

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





DENTAL AMENDATORY RIDER A ADDITIONAL BASIC BENEFITS

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

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

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

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

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

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

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





DENTAL AMENDATORY RIDER A ADDITIONAL BASIC BENEFITS

ACCESSING BENEFITS:

Participating Dentists Benefits

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

Non-Participating Dentists Benefits

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

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





DENTAL AMENDATORY RIDER B PROSTHODONTICS

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

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

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

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

ACCESSING BENEFITS:

Participating Dentists Benefits

Anthem Blue Cross & Blue Shield of Connecticut will pay the lesser of fifty percent of the dentist's usual charge or fifty percent of Usual, Customary and Reasonable Charge, as determined by us, for the dental services described in this Rider. Dentists who participate in our dental programs agree to accept our allowance as full payment and may bot 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 of fifty percent of the applicable allowance for the procedure as determined by us. The member is responsible for any difference between the amount paid by us and the fee charged by the dentist.

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





DENTAL AMENDATORY RIDER 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 of fifty percent of the applicable allowance for the procedure as determined by us. The member is responsible for any difference between the amount paid by us and the fee charged by the dentist.

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





DENTAL AMENDATORY RIDER D ORTHODONTICS

The following Orthodontic services are provided:

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

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

ACCESSING BENEFITS:

Participating Dentists Benefits

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

Non-Participating Dentists Benefits

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

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

Connecti Care: FlexPos-cnT-HSA-20001/4000F-99-Combined

Coverage for: Individual + Family | Plan Type: POS



The Summary of Benefits and Coverage (SBC) document will help you choose a health <u>plan</u>. The SBC shows you how you and the <u>plan</u> would share the cost for covered health care services. NOTE: Information about the cost of this \overline{plan} (called the $\overline{premium}$) will be provided separately.

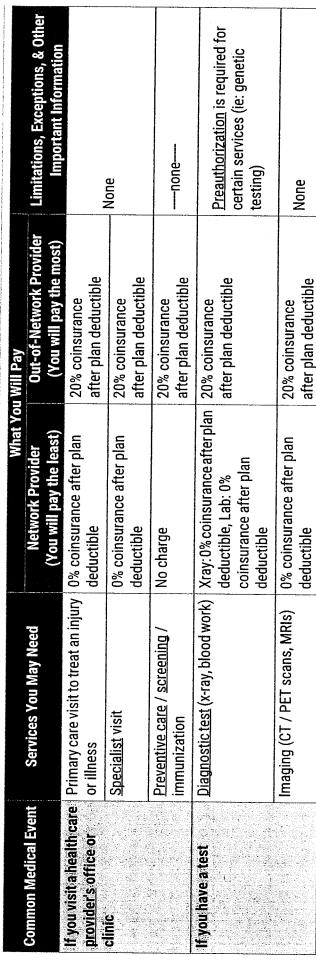
1-800-251-7722. For general definitions of common terms, such as allowed amount, balance billing, coinsurance, copayment, deductible, provider, or other This is only a summary. For more information about your coverage, or to get a copy of the complete terms of coverage, www.connecticare.com or call underlined terms see the Glossary. You can view the Glossary at https://www.healthcare.gov/sbc-glossary or call 1-800-251-7722 to request a copy.

Important Ouestions	Answers	
What is the overall deductible?	In-Network: \$2,000 individual / \$4,000 family. Doesn't apply to preventive care. Out-of-Network: \$2,000 individual / \$4,000 family	Generally, you must pay all the costs from providers up to the deductible amount before this plan begins to pay. If you have other family members on the policy, the overall family deductible must be met before the plan begins to pay.
Are there services covered before you meet your <u>deductible</u> ?	Yes. Preventive care is covered before you meet your deductible.	This plan covers some items and services even if you haven't yet met the <u>deductible</u> amount. But a <u>copayment</u> or <u>coinsurance</u> may apply. For example, this <u>plan</u> covers certain <u>preventive</u> services without <u>cost-sharing</u> and before you meet your <u>deductible</u> . See a list of covered <u>preventive services</u> at https://www.healthcare.gov/coverage/preventive-care-benefits/ .
Are there other deductibles for specific services?	There are no other specific deductibles.	You don't have to meet deductibles for specific services, but see the chart starting on page 2 for other costs for services this plan covers.
What is the <u>out-of-pocket</u> limit for this plan?	Yes. For participating providers \$2,500 individual / \$5,000 family. For non-participating providers \$4,000 individual / \$8,000 family	The out-of-pocket limit is the most you could pay in a year for covered services. If you have other family members in this <u>plan</u> , the overall family <u>out-of-pocket limit</u> must be met.
What is not included in the <u>out-of-pocket limit?</u>	Premiums, balance-billing charges, and health care this plan doesn't cover.	Even though you pay these expenses, they don't count toward the out-of-pocket limit.
Will you pay less if you use a participating <u>provider?</u>	Yes. See www.ConnectiCare.com or call 1-800-251-7722 for a list of participating providers .	This plan uses a provider network. You will pay less if you use a provider in the plan's network. You will pay the most if you use a non-participating provider , and you might receive a bill from a provider for the difference between the provider's charge and what your plan pays (balance billing).
Do I need a referral to see a <u>specialist?</u>	No	You can see the <u>specialist</u> you choose without a <u>referral</u> .

1 of 11







Common Modical Event				
	Services You May Need	Network Provider	Out-of-Network Provider	Limitations Excentions & Other
		(You will pay the least)	(You will pay the most)	Important Information
If you need drugs to treat your illness or	Generic drugs (Tier 1)	\$5 copayment/prescription	20% coinsurance after plan	
condition More information about		\$10 copayment/prescription	(mail order)	
prescription drug		order)		
www.ConnectiCare.com	Preferred brand drugs (Tier 2)	\$15 copayment/prescription after plan deductible (retail);	20% coinsurance after plan deductible (retail); Not covered	Decream urugs will require <u>preauthorization</u> Covers un to 34 day sunnly ner
		\$30 copayment/prescription after plan deductible (mail order)	(mail order)	prescription (retail); 100 day supply per prescription (mail
<u> </u>	Non-preferred brand drugs (Tier 3)	\$35 copayment/prescription	20% coinsurance after plan	Specialty Drugs are available from
		arter plan deductible (retail); \$70 copayment/prescription	deductible (retail); Not covered (mail order)	specialty retail pharmacies only and cover up to a 30-day supply
		after plan deductible (mail order)		limit.
Ω	Specialty drugs (Tier 4)	Varies based on above drug	20% coinsurance after plan	
1		categories	deductible (specialty retail only); Not covered (mail order)	
ve outpatient	Facility fee (e.g., ambulatory	0% coinsurance after plan	20% coinsurance	Preauthorization is required. If you
S	surgery center)	deductible	after plan deductible	don't get preauthorization, you
				may be responsible for the total
				be reduced by the lesser of \$500
				or 50%.
1	Pnysician/surgeon tees	0% coinsurance after plan deductible	20% coinsurance after plan deductible	None

		What Yo	What You Will Pay	
Common Medical Event	Services You May Need	Network Provider	Out-of-Network Provider	Limitations. Excentions & Other
		(You will pay the least)	(You will pay the most)	Important Information
If you need immediate medical attention	Emergency room care	0% coinsurance after plan deductible	Same as In-network benefit	
	Emergency medical transportation	0% coinsurance after plan deductible	Same as In-network benefit	None
	Urgent care	0% coinsurance after plan deductible	Same as In-network benefit	
if you have a hospital stay:	Facility fee (e.g., hospital room)	0% coinsurance after plan deductible	20% coinsurance after plan deductible	Preauthorization is required. If you don't get preauthorization, you may be responsible for the total cost of the service or benefits may be reduced by the lesser of \$500 or 50%.
	Physician/surgeon fee	0% coinsurance after plan deductible	20% coinsurance after plan deductible	None
If you have mental health, behavioral	Outpatient services	0% coinsurance after plan deductible	20% coinsurance after plan deductible	None
abuse needs	Inpatient services	0% coinsurance after plan deductible	20% coinsurance after plan deductible	Preauthorization is required. If you don't get preauthorization, you
				may be responsible for the total cost of the service or benefits may be reduced by the lesser of \$500 or 50%.

		What Yo	What You Will Pay	
Common Medical Event	Services You May Need	Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	Limitations, Exceptions, & Other
If you become pregnant Office visits	Office visits	No charge for prenatal and postnatal care	20% coinsurance after plan deductible	Cost sharing does not apply to certain preventive services. Depending on the type of services, coinsurance or copayments may apply. Maternity care may include tests and services described elsewhere in the SBC (i.e. ultrasound).
	Childbirth/delivery professional	0% coinsurance after plan deductible	20% coinsurance after plan deductible	
	Childbirth/delivery facility services	0% coinsurance after plan deductible	20% coinsurance after plan deductible	None

		What You	What You Will Pay	
Common Medical Event	Services You May Need	Network Provider	Out-of-Network Provider	Limitations, Exceptions, & Other
		(You Will pay the least)	(You will pay the most)	Important Information
IT you'need help	Home health care	0% coinsurance after plan	20% coinsurance	Preauthorization is required. If you
recovering or have other		deductible	after plan deductible	don't get preauthorization, you
special nealth needs				may be responsible for the total
				cost of the service or benefits may
				be reduced by the lesser of \$500
No. 10		-		or 50%.
				up to 200 visits per year
	Rehabilitation services	0% coinsurance after plan	20% coinsurance	Preauthorization is required. If you
		deductible	after plan deductible	don't get <u>preauthorization</u> , you
				may be responsible for the total
				cost of the service or benefits may
				be reduced by the lesser of \$500
				or 50%.
				Unlimited
				(includes services combined for
				physical, speech and occupational
1				therapy and chiropractic services)
15	<u>Habilitation services</u>	Not covered	Not covered	Not covered
	Skilled nursing care	0% coinsurance after plan	20% coinsurance	Preauthorization is required. If you
		deductible	after plan deductible	don't get preauthorization, vou
				may be responsible for the total
				cost of the service or benefits may
				be reduced by the lesser of \$500
				or 50%.
				up to 120 days per year
	Durable medical equipment	0% coinsurance after plan	20% coinsurance	Preauthorization is required. If you
		deductible	after plan deductible	don't get preauthorization, you
				may be responsible for the total
				cost of the service or benefits may
				be reduced by the lesser of \$500
				or 50%.
				Includes wigs prescribed by an

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		What You	What You Will Pay	
Common Medical Event	Services You May Need	Network Provider	Out-of-Network Provider	Limitations, Exceptions, & Other
30 (M. (** 100))		(You will pay the least)	(You will pay the most)	Important Information
				oncologist for a member suffering
				hair loss as a result of
				chemotherapyorradiationtherapy
				up to one wig per year
	Hospice service	Applicable inpatient hospital facility or home health care	Applicable inpatient hospital facilty or home health care cost	Preauthorization is required. If you don't get preauthorization, you
		cost share	share	may be responsible for the total
				cost of the service or benefits may
				be reduced by the lesser of \$500 or 50%.
If your child needs dental or eye care	Children's eye exam	No charge	20% coinsurance	one exam per year
			arrer prair deductible	•
	Children's glasses	25% Discount	Not covered	25% Discount
, see	Children's dental check-up	Not Applicable	Not covered	None

Excluded Services & Other Covered Services:

Services Your Plan Does NOT Cover (This isn't a complete list. Check your policy or plan document for other excluded services.)

Acupuncture

Dental Care (Adult)

Cosmetic Surgery

- Habilitation Services
- Long-term care
- Non-emergency care when traveling outside the U.S.
 Weight loss programs (discounted rate)

 Private-duty nursing Routine foot care

Other Covered Services (This isn't a complete list. Check your policy or plan document for other covered services and your costs for these services.) Bariatric surgery

- Hearing aids (may be covered with limitations)
 - Infertility treatment

Routine hearing tests

Routine eye care

Your Rights to Continue Coverage:

Chiropractic care

There are agencies that can help if you want to continue your coverage after it ends. The contact information for those agencies is: U.S. Department of Health and Employee Benefits Security Administration at 1-866-444-3272 or www.dol.gov/ebsa. Other coverage options may be available to you too, including buying individual Human Services, Center for Consumer Information and Insurance Oversight at 1-877-267-2323 X61565 or www.cciio.cms.gov or the U.S. Department of Labor, insurance coverage through the Health Insurance <u>Marketplace</u>. For more information about the <u>Marketplace,</u> visit <u>www.HealthCare.gov</u> or call 1-800-318-2596. For more information on your rights to continue coverage, you may also contact the plan at 1-800-251-7722.

Your Grievance Appeals Rights:

There are agencies that can help if you have a complaint against your <u>plan</u> for a denial of a <u>claim</u>. This complaint is called a <u>grievance</u> or <u>appeal</u>. For more information about your rights, look at the explanation of benefits you will receive for that medical <u>claim</u>. Your <u>plan</u> documents also provide complete information to submit a <u>claim, appeal,</u> or a <u>grievance</u> for any reason to your<u>plan</u>. For more information about your rights, this notice, or assistance, contact:

ConnectiCare Member Appeals: PO Box 4061, Farmington, CT 06034-4061 or 1-800-251-7722

Massachusetts Residents: MA Division of Insurance at 1-877-563-4467 or www.mass.gov/ocabr/government/oca-agencies/doi-lp Connecticut Residents: CT State Department of Insurance at 1-800-203-3447 or www.ct.gov/cid/site/default.asp

Employee Benefits Security Administration: 1-866-444-EBSA (3272) or www.dol.gov/ebsa/healthreform

Does this Coverage Provide Minimum Essential Coverage? Yes.

The Affordable Care Act requires most people to have health care coverage that qualifies as "minimum essential coverage." This plan or policy does provide minimum essential coverage.

Does this Coverage Meet the Minimum Value Standard? Yes.

The Affordable Care Act establishes a minimum value standard of benefits of a health plan. The minimum value standard is 60% (actuarial value). **This health** coverage <u>does meet</u> the minimum value standard for the benefits it provides.

Language Access Services

ATENCIÓN: si habla español, tiene a su disposición servicios gratuitos de asistencia lingüística. Llame al 1-800-251-7722 (TTY: 1-800-833-8134).

ATENÇÃO: Se fala português, encontram-se disponíveis serviços linguísticos, grátis. Ligue para 1-800-251-7722 (TTY: 1-800-833-8134).

—To see examples of how this plan might cover costs for a sample medical situation, see the next page.

About these Coverage Examples



This is not a cost estimator. Treatments shown are just examples of how this <u>plan</u> might cover medical care. Your actual costs will be different copayments and coinsurance) and excluded services under the plan. Use this information to compare the portion of costs you might pay under depending on the actual care you receive, the prices your <u>providers</u> charge, and many other factors. Focus on the <u>cost sharing</u> amounts (<u>deductibles,</u> different health <u>plans</u>. Please note these coverage examples are based on self-only coverage.

S Mia's Simple Fracture 9 well- (in-network emergency room visit and follow up care)	The plan's overall deductible \$2,000 Specialist coinsurance 0% Hospital (facility) coinsurance 0% Other coinsurance 0%
Managing Joe's type 2 Diabetes (a year of routine in-network care of a well-controlled condition)	The plan's overall deductible \$2,000 Specialist coinsurance 0% Hospital (facility) coinsurance 0% Other coinsurance 0%
Peg is Having a Baby (9 months of in-network pre-natal care and a hospital delivery)	The plan's overall deductible \$2,000 Specialist coinsurance 0% Hospital (facility) coinsurance 0% Other coinsurance 0%

نة	
This EXAMPLE event includes services like:	•
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This EXAMPLE event includes services like:

This EXAMPLE event includes services like: Emergency room care (including medical

> Primary care physician office visits (including Durable medical equipment (glucose meter) Diagnostic tests (blood work) Prescription drugs disease education) \$12,81

Diagnostic tests (ultrasounds and blood work)

Specialist visit (anesthesia)

Total Example Cost

In this example, Peg would pay:

Cost Sharing

Copayments Coinsurance

Deductibles

Childbirth/Delivery Professional Services Specialist office visits (prenatal care)

Childbirth/Delivery Facility Services

	Durable medical equipment (alucose meter)	Rehabilitation services (physical thoraux)
412 000		
\$ 12,800	Fotal Example Cost \$7,400)0 Total Example Cost
	The second secon	
***************************************	In this example, Joe would pay:	In this example, Peg would pay:
	Cost Sharing	Cost Sharing
\$2,000	Deductibles* \$2,000	Deductibles*
\$20	Copayments \$400	1
\$0	Coinsurance	\$0 Coinsurance
	What isn't covered	What isn't covered
\$60	Limits or exclusions	\$60 Limits or exclusions
\$2,080	The total Joe would pay is \$2,460	15/60

What isn't covered

The total Peg would pay is

Limits or exclusions

\$1,900

\$0

\$0

\$1,900

Durable medical equipment (crutches)

Diagnostic test (x-ray)

\$1,900

\$0

Note: These numbers assume the patient does not participate in the plan's wellness program. If you participate in the plan's wellness program, you may be able to reduce your costs. For more information about the wellness program, please contact: 1-800-390-3522

*Note: This plan may have other deductibles for specific services included in this coverage example. See "Are there other deductibles for specific services?" row

Accessibility and Nondiscrimination Notice

ConnectiCare complies with applicable Federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability, or sex. ConnectiCare does not exclude people or treat them differently because of race, color, national origin, age, disability, or sex.

ConnectiCare:

- Provides free aids and services to people with disabilities to communicate effectively with us including qualified interpreters and information in alternate formats.
- Provides free language services to people whose primary language is not English, including translated documents and oral interpretation.

If you need these services, contact The Committee for Civil Rights.

sex, you can file a grievance with: The Committee for Civil Rights, ConnectiCare, 175 Scott Swamp Road, Farmington, CT 06032, 1-800-251-7722, and TTY number 1-800-833-8134. You can file a grievance in person at 175 Scott Swamp Road, Farmington, CT, or by mail, or fax (860) 674-2232. If you need help filing a grievance, If you believe that ConnectiCare has failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability, or for Civil Rights, electronically through the Office of Civil Rights Complaint Portal, available at: https://ocrportal.hhs.gov/ocr/portal/lobby.jsf, or by mail or phone The Committee for Civil Rights is available to help you. You can also file a civil rights complaint with the U.S, Department of Health and Human Services, Office

U.S. Department of Health and Human services

200 Independence Avenue, SW

Room 509F, HHH Building

Washington, DC 20201

1-800-368-1019, 800-537-7697 (TDD)

Complaint forms are available at: http://www.hhs.gov/ocr/office/file/index.html

Language Access Services

ATENCIÓN: si habla español, tiene a su disposición servicios gratuitos de asistencia lingüística. Llame al 1-800-251-7722 (TTY: 1-800-833-8134).

ATENÇÃO: Se fala português, encontram-se disponíveis serviços linguísticos, grátis. Ligue para 1-800-251-7722 (TTY: 1-800-833-8134).

UWAGA: Jeżeli mówisz po polsku, możesz skorzystać z bezpłatnej pomocy językowej. Zadzwoń pod numer 1-800-251-7722 (TTY: 1-800-833-8134).

注意:如果您使用繁體中文,您可以免費獲得語言援助服務。請致電 1-800-251-7722 (TTY: 1-800-833-8134)。

ATTENZIONE: In caso la lingua parlata sia l'italiano, sono disponibili servizi di assistenza linguistica gratuiti. Chiamare il numero 1-800-251-7722 (TTY:

ATTENTION: Si vous parlez français, des services d'aide linguistique vous sont proposés gratuitement. Appelez le 1-800-251-7722 (ATS: 1-800-833-8134).

ATANSYON: Si w pale Kreyòl Ayisyen, gen sèvis èd pou lang ki disponib gratis pou ou. Rele 1-800-251-7722 (TTY: 1-800-833-8134).

ВНИМАНИЕ: Если вы говорите на русском языке, то вам доступны бесплатные услуги перевода. Звоните 1-800-251-7722 (телетайп: 1-800-833-8134). CHÚ Ý: Nếu bạn nói Tiếng Việt, có các dịch vụ hỗ trợ ngôn ngữ miễn phí dành cho bạn. Gọi số 1-800-251-7722 (TTY: 1-800-833-8134).

(1-803-833-833 :رقم هاتف الصم والبكم) 251-7727 ملحوظة: إذا كثت تتحدث اذكر اللغة، فإن خدمات المساعدة اللغوية تتوافر لك بالمجان. اتصل برقم

주의: 한국어를 사용하시는 경우, 언어 지원 서비스를 무료로 이용하실 수 있습니다. 1-800-251-7722 (TTY: 1-800-833-8134)번으로 전화해 주십시오.

KUJDES: Nëse flitni shqip, për ju ka në dispozicion shërbime të asistencës gjuhësore, pa pagesë. Telefononi në 1-800-224-2273 (TTY: 1-800-842-9710).

धयान दें: यदि आप हिंदी बोलते हैं तो आपके लिए मुफत में भाषा सहायता सेवाएं उपलब्ध हैं। 1-800-224-2273 (TTY: 1-800-842-9710) पर कॉल करें।

PAUNAWA: Kung nagsasalita ka ng Tagalog, maaari kang gumamit ng mga serbisyo ng tulong sa wika nang walang bayad. Tumawag sa 1-800-224-2273

ΠΡΟΣΟΧΗ: Αν μιλάτε ελληνικά, στη διάθεσή σας βρίσκονται υπηρεσίες γλωσσικής υποστήριξης, οι οποίες παρέχονται δωρεάν. Καλέστε 1-800-224-2273

បុរយ័តុន៖ បីសិនជាអុនកនិយាយ ភាសាខុមវៃ, សពេជំនួយជុនកែភាសា ដាយមិនគិតឈុនួល គឺអាចមានសំរាប់យីអុនក។ ជូរ ទូរស័ពុទ 1-800-224-2273 (TTY: 1-800-842-9710)

સુચના: જો તમે ગુજરાતી બોલતા હો, તો નિ:યુલ્ક ભાષા સહાય સેવાઓ તમારા માટે ઉપલબૂધ છે. ફોન કરો 1-800-224-2273 (TTY: 1-800-842-9710).

ConnectiCare

FlexPOS-CNT-HSA-2000I/4000F-99-Combined Open Access Contract Year Benefit Summary (A)

The individual deductible and out-of-pocket maximum applies if you have coverage only for yourself and not for any dependents. The family deductible and out-of-pocket maximum applies if you have coverage for yourself and one or more eligible dependents. In addition, if you have family coverage, any applicable copayments or coinsurance will not apply to services until the total deductible is met for the family, without regard to how much any one family member has met.

Your ConnectiCare health plan helps you get the care you need. Here are the most frequently used services. Refer to your certificate of coverage on connecticare.com for a complete list of benefits.

Personalized for: Town of Vernon - Union Employees

In-Network Preventive Services

These services are no cost to you when you use an **in-network** doctor or facility. Frequency is based on age and gender. For a complete list of preventive services and to find a doctor, refer to connecticare.com.

Getting care within ConnectiCare's network typically costs you less. You may also get care outside of our network; however, your share of the costs will be higher. Out-of-network doctors and facilities do not appear in the "Find a doctor directory on connecticare.com

- · Physical
- Well woman visit and pap test

- Flu shot
- Vaccinations
- More than 25 screenings, including mammograms and colonoscopies
- Certain birth control and other prevention medications

	In-network member pays	Out-of-network member pays
Your deductible Deductible is combined for medical services and prescription drugs Deductible is combined for in and out-of-network	\$2,000 Individual \$4,000 Family	\$2,000 Individual \$4,000 Family
Your out-of-pocket maximum Includes a combination of deductible, copayments and coinsurance for medical and pharmacy services	\$2,500 Individual \$5,000 Family	\$4,000 Individual \$8,000 Family
Out-of-network reimbursement	Not applicable	Plan will reimburse the coinsurance percentage of the maximum allowable amount

After you have spent the out-of-pocket maximum amount in deductibles, copayments and coinsurance, ConnectiCare will pay 100% of your covered health care expenses for the remainder of the year.

Screenings	In-network member pays	Out-of-network member pays
Baseline routine mammography	No charge	20% coinsurance after plan deductible
Routine mammography including tomosynthesis screening	No charge	20% coinsurance after plan deductible

Screenings	In-network member pays	Out-of-network member pays				
Breast ultrasound	0% coinsurance after plan deductible	20% coinsurance after plan deductible				
Annual routine vision exam one exam per year	No charge	20% coinsurance after plan deductible				
Allergy testing Unlimited	0% coinsurance after plan deductible	20% coinsurance after plan deductible				
Hearing Screenings one exam every 24 months	No charge	20% coinsurance after plan deductible				
Ongoing Care and Sick Visits	In-network member pays	Out-of-network member pays				
Primary care services	0% coinsurance after plan deductible	20% coinsurance after plan deductible				
Specialist services	0% coinsurance after plan deductible	20% coinsurance after plan deductible				
Gynecologist services	0% coinsurance after plan deductible	20% coinsurance after plan deductible				
Maternity and prenatal care visits	No charge	20% coinsurance after plan deductible				
Allergy injections Unlimited	0% coinsurance after plan deductible	20% coinsurance after plan deductible				
Telemedicine visit	0% coinsurance after plan deductible	20% coinsurance after plan deductible				
Retail clinic	0% coinsurance after plan deductible	20% coinsurance after plan deductible				
Nutritional Counseling Limit 3 visits per year	0% coinsurance after plan deductible	20% coinsurance after plan deductible				
Infertility Infertility benefits outlined in the Certificate of Coverage are unlimited, with	0% coinsurance (Office visit) after plan deductible	20% coinsurance after plan deductible				
no age or cycles restrictions	0% coinsurance (Ambulatory Services Outpatient) after plan deductible					
	0% coinsurance (Inpatient Hospital) after plan deductible					
Lab and Radiology Performed in a hospital, lab or radiology facility	In-network member pays	Out-of-network member pays				
Laboratory services	0% coinsurance after plan deductible	20% coinsurance after plan deductible				
Non-advanced radiology X-ray, diagnostic	0% coinsurance after plan deductible	20% coinsurance after plan deductible				

Lab and Radiology Performed in a hospital, lab or radiology facility	In-network member pays	Out-of-network member pays				
Advanced radiology Hospital facility MRI, PET and CAT scan and nuclear cardiology	0% coinsurance after plan deductible	20% coinsurance after plan deductible				
Advanced radiology Stand-alone facility MRI, PET and CAT scan and nuclear cardiology	0% coinsurance after plan deductible	20% coinsurance after plan deductible				
Sudden and Unexpected Care	In-network member pays	Out-of-network member pays				
Urgent care or other walk-in clinic	0% coinsurance after plan deductible	Same as In-network benefit				
Emergency room	0% coinsurance after plan deductible	Same as In-network benefit				
Ambulance	0% coinsurance after plan deductible	Same as In-network benefit				
Inpatient Hospital Services	In-network member pays	Out-of-network member pays				
Inpatient hospital services, including room and board	0% coinsurance after plan deductible	20% coinsurance after plan deductible				
Skilled nursing and rehabilitation facilities up to 120 days per year	0% coinsurance after plan deductible	20% coinsurance after plan deductible				
Outpatient Hospital Services and Home Care	In-network member pays	Out-of-network member pays				
Hospital outpatient facilities	0% coinsurance after plan deductible	20% coinsurance after plan deductible				
Ambulatory surgical center	0% coinsurance after plan deductible	20% coinsurance after plan deductible				
Home health services up to 200 visits per year	0% coinsurance after plan deductible	20% coinsurance after plan deductible				
Outpatient Rehabilitative Services	In-network member pays	Out-of-network member pays				
Rehabilitative services Unlimited (includes services combined for physical, speech and occupational therapy and chiropractic services)	0% coinsurance after plan deductible	20% coinsurance after plan deductible				
Mental Health and Substance Abuse	In-network member pays	Out-of-network member pays				
Inpatient mental health services	0% coinsurance after plan deductible	20% coinsurance after plan deductible				

Mental Health and Substance Abuse	In-network member pays	Out-of-network member pays
Inpatient alcohol and substance abuse treatment	0% coinsurance after plan deductible	20% coinsurance after plan deductible
Outpatient mental health, alcohol and substance abuse treatment office visits and home services	0% coinsurance after plan deductible	20% coinsurance after plan deductible
Outpatient mental health, alcohol and substance abuse treatment intensive outpatient treatment and partial hospitalization	0% coinsurance after plan deductible	20% coinsurance after plan deductible
Supplies	In-network member pays	Out-of-network member pays
Durable medical equipment including prosthetics and disposable medical supplies Includes wigs prescribed by an oncologist for a member suffering hair loss as a result of chemotherapy or radiation therapy up to one wig per year	0% coinsurance after plan deductible	20% coinsurance after plan deductible
Diabetic equipment and supplies	0% coinsurance after plan deductible	20% coinsurance after plan deductible
Modified food products and specialized formula pharmacy tier	0% coinsurance after plan deductible	20% coinsurance after plan deductible

Important Information

- This is a brief summary of benefits. Refer to your ConnectiCare Insurance Company, Inc. Certificate of Coverage for complete details on benefits, conditions, limitations and exclusions, or consult with your benefits manager. All benefits described are per member per Contract year.
- If you have questions regarding your plan, visit our website at www.connecticare.com or call us at (860) 674-5757 or 1-800-251-7722.
- Out-of-Network reimbursement is based on the maximum allowable amount. Members are responsible to pay any charges in excess of this amount. Please refer to your ConnectiCare Insurance Company, Inc. Certificate of Coverage for more information.
- If you are a Massachusetts resident, please refer to your amendatory rider for Massachusetts mandated benefits for additional details of your benefits.
- If you are a Massachusetts resident, this plan along with pharmacy services meets Massachusetts Minimum Creditable Coverage standards for 2018.

ConnectiCare

FlexPOS Copayment Prescription Drug Plan for Use with Health Savings Account (HSA) Benefit Summary

This is a brief summary of your prescription drug benefits. Refer to your prescription drug rider for complete details on benefits, conditions, limitations and exclusions, or consult with your benefits manager. All benefits described below are per member per Contract year.

Personalized for: Town of Vernon - Union Employees

Drug Substitution, Tiered Cost-Share Prog	Participating Pharmacies or our mail order gram, and Voluntary Mail Order Program.	service. Your Plan includes the following: Mandatory
	In-network member pays	Out-of-network member pays
Your deductible (Deductible is combined for medical services and prescription drugs)	\$2,000 Individual \$4,000 Family	\$2,000 Individual \$4,000 Family
(Deductible is combined for In and out-of-network)		
Your out-of-pocket maximum (Includes a combination of deductible, copayments and coinsurance for medical and pharmacy services)	\$2,500 Individual \$5,000 Family	\$4,000 Individual \$8,000 Family
Retail Pharmacy (up to a 34 day supply per prescription)	In-network member pays	Out-of-network member pays
Generic drugs (Tier 1)	\$5 copayment/prescription after plan deductible	20% coinsurance after plan deductible
Preferred brand drugs (Tier 2)	\$15 copayment/prescription after plan deductible	20% coinsurance after plan deductible
Non-preferred brand drugs (Tier 3)	\$35 copayment/prescription after plan deductible	20% coinsurance after plan deductible
Mail Order Pharmacy (up to a 100 day supply per prescription)	In-network member pays	Out-of-network member pays
Generic drugs (Tier 1)	\$10 copayment/prescription after plan deductible	Not covered
Preferred brand drugs (Tier 2)	\$30 copayment/prescription after plan deductible	Not covered
Non-preferred brand drugs (Tier 3)	\$70 copayment/prescription after plan deductible	Not covered

Additional Information

- Under this program covered prescription drugs and supplies are put into categories (i.e., tiers) to designate how they are to be covered and the member's cost-share. The placement of a drug or supply into one of the tiers is determined by the ConnectiCare Pharmacy Services Department and approved by the ConnectiCare Pharmacy & Therapeutics Committee based on the drug's or supply's clinical effectiveness and cost, not on whether it is a generic drug or supply or brand name drug or supply.
- Amounts paid by members because they must pay a price difference for a brand name drug do not count towards meeting any deductible, coinsurance, copayment, or cost share maximum.
- Most Specialty drugs are dispensed through specialty pharmacies by mail, up to 30 day supply. Specialty pharmacies have the same member
 cost share as all other participating pharmacies and are not part of ConnectiCare's voluntary mail order program. The member cost share
 for specialty pharmacy is different from the cost share for ConnectiCare's mail order program.
- If you are a Massachusetts resident, please refer to your amendatory rider for Massachusetts mandated benefits for additional details of your benefits.

APPENDIX C

PENSION

Adopted from Division 15 – PROFESSIONALS, Defined Benefit Plan, the pension plan shall be as follows, with all other provisions remaining as they are as of June 30, 2019:

A. Average Earnings:

A Participant's "Average Earnings" means his or her highest average annual Earnings received in any 60 consecutive Earnings Computation Periods during the Participant's period of employment.

B. Early Retirement Date:

A Participant's "Early Retirement Date" means any date that is within ten years of the Participant's Normal Retirement Date, provided the Participant has also completed at least ten years of Credited Service.

C. Normal Retirement Date:

A Participant's "Normal Retirement Date" means, for Participants with an Hour of Service on or after June 30, 2000, the date on which he or she attains Age 62 and completes ten (10) years of Credited Service.

If a Participant terminates employment prior to his or her Normal Retirement Date, his or her Normal Retirement Date shall be the later of the date on which he or she attains the requisite age indicated above (as in effect on the date his or her employment terminated) or the tenth anniversary of his or her "participation commencement date." A Participant's "participant commencement date" means the first day of the Plan Year in which he or she commenced participation in the Pension Plan.

D. Participation Freeze Date:

The "Participation Freeze Date" means January 1, 2010.

E. Amount of Normal Retirement Benefit:

For Participants who retire or otherwise terminate employment on or after July 1, 2007, the Participant's monthly normal retirement benefit shall be equal to 1/12th of the amount determined under the following basic formula: 2.2 percent (2.2%) of the Participant's Average Annual Earnings multiplied by the number of his or her full years of Credited Service, not in excess of 35 years, with a maximum of seventy percent (70%) of the Participant's Average Annual Earnings.

F. Pick-Up Contributions:

Effective July 1, 1998, Participants were required to make Pick-Up Contributions to the Pension Plan. On and after July 1, 2009, the amount of such Pick-Up Contributions shall be 7.5 percent (7.5%) of Earnings. For purposes of Pick-Up Contributions, Earnings shall include bonus and overtime; and shall be through a 414(h)(2) pre-tax plan of the Internal Revenue Code.

G. A Participant's vested interest in his or her Employer Derived Benefit shall be determined in accordance with the following schedule:

Years of Credited Service	Vested Interest
Less than 6	0%
6 but less than 7	20%
7 but less than 8	40%
8 but less than 9	60%
9 but less than 10	80%
10 or more	100%

There is no minimum age for a Participant to vest in his or her Employer Derived Benefit.

H. Employees hired on or after January 1, 1992 but before January 1, 2010 are required to participate in the Pension Plan as a term and condition or employment. Employees hired or re-hired on or after January 1, 2010 will not be eligible to participate in the Pension Plan. No employee hired prior to January 1, 2010 may participate in the Defined Compensation Plan set forth in Section L of this Appendix.

I. Eligibility for Preretirement Spouse Benefit:

Members of this bargaining unit who are Participants in the Pension Plan are entitled to a preretirement spouse benefit under Section 10.1 of the Pension Plan.

J. Payment of Preretirement Spouse Benefit.

Payment of a preretirement spouse benefit to the Spouse of a member of this bargaining unit who was a Participant in the Pension Plan continues until the Spouse's death.

K. At any time, should employees in this bargaining unit who are Participants in the Pension Plan represent less than a majority of the bargaining unit, such employees will be permitted to maintain their Pension Plan benefits as set forth in the Pension Plan and this Appendix, throughout their employment with the Town of Vernon.

L. Employees who become members of the bargaining unit on or subsequent to January 1, 2010 are not eligible to participate in the Pension Plan and are not covered by Sections A – J of this Appendix. Such employees will be automatically enrolled in the Town's defined contribution plan (*The Town administers the defined contribution plan through a 457(b) plan and a 401 money purchase plan*), provided employees will have the option to opt-out of the plan. The Town will contribute to the 401 money purchase plan 2% of the employee's base wages for all employees who elect to participate in such defined contribution plan. If an employee contributes 7.5% or more of his or her base wages to such defined contribution plan, the Town will contribute an additional 2% for a total contribution of 4% of the employee's annual base wages to the plan. The Town will establish such defined contribution plan as soon as administratively possible.

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

6 years of service	20.0%
7 years of service	40.0%
8 years of service	60.0%
9 years of service	80.0%
10 years of service	100.0%

- M. The change in Section L shall not affect any employee who was continuously employed by the Town of Vernon prior to January 1, 2010 and at all times on and after January 1, 2010 from participating in the Town of Vernon Pension Plan upon transfer to this bargaining unit if he or she was a Participant in the Pension Plan before transferring to this bargaining unit; except that any employees hired or re-hired on or after January 1, 2010 will not be eligible to participate in the Pension Plan.
- N. Capitalized terms used in this Appendix without definition shall have the same definitions as are given to those terms in the Town Pension Plan.

APPENDIX D

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APPENDIX D

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APPENDIX D

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alyler	<u> 교</u>	DAYS/ YEAR	260.00			260.00			260.00		
		HRS/ YEAR	1820.00			1820.00			2080.00		
		DAYS/ PERIOD	5.00			5.00			5.00.3		
		HRS/ PERIOD	35.00	SALARY	0.00 96.62 08.73 98.93 655.44 19.14 172.01	35.00	SALARY	0.00 51.85 50.95 58.17 587.37 27.19 55.14	40.00	SALARY	0.00 0.00 0.00 0.38 0.57 1.19 1.42 1.44
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		FREQUENCY	WEEKLY	PERIOD		WEEKLY	PERIOD		WEEKLY	PERIOD	
		FREQ	M WE	RATE	.0000 .14008 .5120 .9190 .9440 .0532 .9693	W WEI	RATE	.0000 .1357 .5840 .5421 .6437 .6437 .4428	W WEE	RATE	.0000 .0000 .0000 .0000 .0000 .0000 .0000 .0000 .0000 .0000 .0000
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** END OF REPORT - Generated by Dawn Maselek **

APPENDIX E

LONG-TERM DISABILITY SUMMARY

Eligibility Waiting Period

If you were hired on or before the Policy Effective Date: The first of the month following the date of hire. If you were hired after the Policy Effective Date: The first of the month following the date of hire.

Elimination Period 180 days

Gross Disability Benefit

The lesser of 60% of your monthly Covered Earnings rounded to the nearest dollar or your Maximum Disability Benefit.

Maximum Disability Benefit \$4,000 per month.

Minimum Disability Benefit

The greater of \$100 or 15% of your Monthly Benefit prior to any reductions for Other Income Benefits.

Disability Benefit Calculation

The Disability Benefit payable to you is figured using the Gross Disability Benefit, Other Income Benefits and the Return to Work Incentive. Monthly Benefits are based on a 30-day month. The Disability Benefit will be prorated if payable for any period less than a month.

During any month you have no Disability Earnings, the monthly benefit payable is the Gross Disability Benefit less Other Income Benefits. During any month you have Disability Earnings, benefits are determined under the Return to Work Incentive. Benefits will not be less than the minimum benefit shown in the Schedule of Benefits except as provided under the section Minimum Benefit. "Other Income Benefits" means any benefits listed in the Other Income Benefits provision that you receive on your own behalf or for your dependents, or which your dependents receive because of your entitlement to Other Income Benefits

Return to Work Incentive

During any month you have Disability Earnings, your benefits will be calculated as follows. Your monthly benefit payable will be calculated as follows during the first 24 months disability benefits are payable and you have Disability Earnings:

- 1. Add your Gross Disability Benefit and Disability Earnings.
- 2. Compare the sum from 1. to your Indexed Earnings.
- 3. If the sum from 1. exceeds 100% of your Indexed Earnings, then subtract the Indexed Earnings from the sum in 1.
- 4. Your Gross Disability Benefit will be reduced by the difference from 3., as well as by Other Income Benefits.
- 5. If the sum from 1. does not exceed 100% of your Indexed Earnings, your Gross

Disability Benefit will be reduced by Other Income Benefits.

After disability benefits are payable for 24 months, the monthly benefit payable is the Gross Disability Benefit reduced by Other Income Benefits and 50% of Disability Earnings. No Disability Benefits will be paid, and insurance will end if we determine you are able to work under a modified work arrangement and you refuse to do so without Good Cause.

Maximum Benefit Period

Age When Disability Begins Maximum Benefit Period

Age 62 or under Your 65th birthday or

the date the 42nd Monthly Benefit is payable, if later.

Age 63 The date the 36th Monthly Benefit is payable.

Age 64 The date the 30th Monthly Benefit is payable.

Age 65 The date the 24th Monthly Benefit is payable.

Age 66 The date the 21st Monthly Benefit is payable.

Age 67 The date the 18th Monthly Benefit is payable.

Age 68 The date the 15th Monthly Benefit is payable.

Age 69 or older the date the 12th Monthly Benefit is payable.

APPENDIX F

MEMORANDUM OF AGREEMENT

The Town of Vernon (herby the "Town") and and the Directors Independent Unit (hereby the "Unit"), have come to the following agreement regarding the successor collective bargaining agreement:

In year one (July 1, 2019 – June 30, 2020), of the contract dated July 1, 2019 to June 30, 2022, the Town will pay a one-time, five hundred dollar (\$500.00) signing bonus to each member of the Union. There will be no such payments in years two or three. This clause sunsets at the conclusion of said contract, and will not carry over to any successor agreements.

Michael J. Purgaro

Marty Sitler President, President

Directors Independent Unit

7/5/2019