

AGREEMENT

Between

THE TOWN OF VERNON

and

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL

EMPLOYEES

LOCAL 818 OF COUNCIL #4

AFL-CIO

July 1, 2021 - June 30, 2024

TABLE OF CONTENTS

PREAMBLE	1
ARTICLE 1. RECOGNITION.....	1
ARTICLE 2. UNION SECURITY	1
ARTICLE 3. MANAGEMENT RIGHTS	2
ARTICLE 4. PROBATIONARY PERIOD.....	3
ARTICLE 5. SENIORITY	4
ARTICLE 6. HOURS OF WORK AND OVERTIME	6
ARTICLE 7. HOLIDAYS.....	7
ARTICLE 8. VACATION	8
ARTICLE 9. LEAVE PROVISIONS.....	10
ARTICLE 10. GRIEVANCE PROCEDURE	14
ARTICLE 11. ARBITRATION.....	15
ARTICLE 12. DISCHARGE AND DISCIPLINE	16
ARTICLE 13. JURY DUTY	17
ARTICLE 14. NO DISCRIMINATION.....	17
ARTICLE 15. PAST PRACTICE	17
ARTICLE 16. TOWN VEHICLES.....	17
ARTICLE 17. EVALUATIONS.....	18
ARTICLE 18. NO STRIKE	19
ARTICLE 19. INSURANCE	19
ARTICLE 20. PENSION	22
ARTICLE 21. WAGES	23
ARTICLE 22. LONGEVITY.....	23
ARTICLE 23. PAYROLL.....	24
ARTICLE 24. SAFETY AND HEALTH.....	24
ARTICLE 25. TRAINING.....	24
ARTICLE 26. ENTIRE AGREEMENT.....	25
ARTICLE 27. SAVINGS CLAUSE	25
ARTICLE 28. DURATION	26

Appendix A	Wages
Appendix B	Insurance
Appendix B-1	Managed Prescription Program
Appendix C	Dental and Dental Riders

PREAMBLE

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

ARTICLE 1. RECOGNITION

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

ARTICLE 2. UNION SECURITY

The Town agrees to deduct dues with each paycheck as specified by the Secretary of the Union from the wages of all dues-paying members of Local 818, Professionals covered by this Agreement. A signed card authorizing the deduction will be provided to the Finance Office, by the Union, on behalf of each employee for whom the deductions are to be made, however, any individual employee may withdraw this assent by written communication to the Finance Office. The Town shall notify the Union of the assent withdrawal within 72 hours of receiving such notice. These dues shall be remitted not later than the last day of the month in which the deductions have been made.

If any bargaining unit member elects not to pay dues, the Union shall notify the Town, in writing, of said change within 72 hours. Any and all liability, whether financial or otherwise, stemming from, resulting from, or alleged result of the Union's failure to provide such notification will be assigned, in its entirety and without the right of appeal, to the Union.

The Union shall, to the fullest extent of the law, indemnify and hold the Town harmless from any and all damages, costs, and expenses arising from the making of authorized deductions and or from compliance by the Town with the Union security provisions of this section. Damages include, without limitation, consequential and incidental damages.

The Town shall provide the Union 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 Union in writing, when there is a new hire, termination/resignation or retirement within the bargaining unit.

Section 2.1

At least one (1) bulletin board shall be reserved at an accessible place in the Department for the exclusive use of the Union for the posting of **official** Union notices or announcements. The bulletin board shall be maintained by the Union and shall not contain any material that is derogatory of the Town Administration.

Section 2.2

The Town shall provide the Council 4 representatives with five (5) signed copies of this Agreement at the time of signing. The Town agrees to provide one (1) copy of the Agreement to individual employees upon request. New employees shall be supplied with a copy of the Agreement at the time of hire. Any additional copies of this Agreement must be furnished at the expense of the party desiring them.

ARTICLE 3. MANAGEMENT RIGHTS

Section 3.1

The direction of the working forces, including the right to hire, promote, demote, discipline and terminate employees for just cause and to determine and make changes in job content, frequency and standards of inspections, size of the workforce, number of days and hours in the work day and work week for all employees, to establish, distribute,

modify and enforce reasonable rules of employee conduct and employee manuals of operating procedures and safety regulations and to investigate all matters relating to Town operations, citizen relations, employee conduct and the right to layoff employees because of lack of work or other legitimate reasons are rights exclusively vested in the Town.

Section 3.2

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

Section 3.3

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

Section 3.4

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

ARTICLE 4. PROBATIONARY PERIOD

All new bargaining unit employees shall be considered probationary during the first six (6) calendar months of employment. *During this probationary period, the employee shall not obtain seniority rights to this Agreement and such probationary employee will be subject to discipline/discharge by the Town without recourse or access to the grievance/arbitration provisions of this Agreement. Upon successful completion of*

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

- a. **Interruption of the Probationary Period:** No leave from service during the probationary period, with or without pay, shall be counted as part of the total probationary service required, unless otherwise recommended by the appointing authority and approved by the Town Administrator.
- b. **Dismissal During Probationary Period for New Hires:** 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 process 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.
- c. Current bargaining unit members are subject to a forty-five (45) working day probationary period outlined in Section 5.2.
- d. **Re-instatement to Former Bargaining Unit for Promoted Employees from 1471:** An employee promoted or transferred who does not successfully complete his/her probationary period shall be transferred to a vacancy in their former bargaining unit for which they are qualified.

ARTICLE 5. SENIORITY

Section 5.1

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

Section 5.2

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

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

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

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

Section 5.4

Employees will lose their seniority for the following reasons

- a. discharged for just cause;
- b. resignation;
- c. retirement;
- d. voluntarily quit;
- e. layoff for more than three hundred sixty-five (365) days;
- f. failure to return to work from an authorized leave of absence;
- g. failure to return to work within ten (10) days from recall; and
- h. holding another job while on an authorized leave of absence.

ARTICLE 6. HOURS OF WORK AND OVERTIME

Section 6.1

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

Section 6.2

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

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

Section 6.3 - Overtime

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

All overtime shall be divided equally by hours among employees in this section. Overtime shall be equalized within thirty-five (35) hours during a fiscal year. Any employee not equalized within thirty-five (35) hours shall be compensated at his/her hourly rate for the number of hours required to be equalized.

Overtime hours of all employees in this section shall be posted on a suitable bulletin board by the number of overtime hours worked weekly. A copy of the posting shall be given to the Union President.

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

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

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

Section 6.5

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

ARTICLE 7. HOLIDAYS

Section 7.1

The following holidays will be observed with a day off with pay for the employees who have completed their probationary period.

New Years Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Veteran's Day

Good Friday

Thanksgiving Day

Memorial Day

Friday Following Thanksgiving

Independence Day

Christmas Day

Section 7.2

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

Section 7.3

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

The parties may mutually agree in writing to a different schedule.

Section 7.4

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

Section 7.5

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

ARTICLE 8. VACATION

Section 8.1

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

Length of Continuous Service

1 year up to but not including 5 years	10 days
5 years up to but not including 12 years	15 days
12 years up to but not including 20 years	20 days
20 years and over	25 days*
* Only applies to employee hired before July 1, 2009	

July 1st will be used to determine the amount of vacation due to an employee.

Vacation earned in one fiscal year must be used by the end of the next fiscal year.

Employees may not accumulate or carry over unused vacation days except as set forth in Section 8.2. In addition, an employee may not exchange unused vacation time for equivalent payment.

Section 8.1A – Effective July 1, 2018, new employees entering the bargaining unit will receive their vacation leave on a monthly basis, using the following schedule:

<u>Length of Continuous Service</u>	<u>Day Per Full Month of Continuous Service</u>	<u>Maximum Earned Days Per Year of Continuous Service</u>
Date of hire through 4 th full year	.83 day	10 days
More than 4 years through the 11 th full year	1.25 days	15 days
More than 11 years through the 19 th year	1.67 days	20 days

Section 8.2 - Vacation Leave Accumulation

Subject to the recommendation of the Department Head and approval of the Town Administrator, employees may carry over a maximum of five (5) vacation days. Such vacation days may be used as sick days. Employees will never have more than five (5) vacation days carried over. Such days may not be used to enhance the value of the employee's pension.

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

As of the date of this contract, new employees who do not successfully complete their probationary period are ineligible to receive accrued vacation time in their final pay.

Section 8.3 - Schedule of Vacation

On or before March 15th, employees shall submit a vacation schedule request to their Department Head. An employee may not take vacation leave of less than one-half (1/2) his/her normal work day.

The Department Head will determine the annual vacation schedule, taking into consideration the desire of the employee, the needs of the department, and the best interests of the Town. Wherever possible, the request of the employee shall be granted. A conflict in scheduling vacation leave among employees will be resolved by the Department Head on the basis of seniority in Town service. Any employee who does not submit a vacation schedule request by March 15 shall forfeit any seniority claim for vacation priority.

ARTICLE 9. LEAVE PROVISIONS

Section 9.1

Sick leave allowance will be earned by each regular, full-time employee at the rate of one and a quarter (1.25) days for each full calendar month of service.

Section 9.2

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

Section 9.3

The Department Head may request a doctor's note with regard to any request for sick leave and an employee may use up to three (3) days of his/her fifteen (15) sick days per year for illness for a member in the immediate family.

Section 9.4

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

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

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

- a. All unused sick leave may be accumulated up to ninety (90) days.
- b. Such an employee who retires from the Town service shall be paid for one hundred percent (100%) of accumulated sick leave, to a maximum of thirty (30) days. Sick days will be paid out at the fixed rate of \$228.00 per day. In the event of the death of the employee, his/her spouse and/or minor children shall be paid for one hundred percent (100%) of accumulated sick leave to a maximum of thirty (30) days at the fixed rate of \$228.00 per day.
- c. Accumulated sick leave paid at the time of retirement or death will not be added to the employee's pension calculation when the employee leaves his/her employment with the Town.
- d. If an employee is terminated from his/her employment with the Town, or does not successfully complete his or her probationary period, he/she will forfeit any and all accumulated sick leave.

- e. Nothing herein shall be construed so as to prohibit an employee from requesting additional paid sick leave from the Town Administrator in exceptional cases. The refusal to grant such request shall not be subject to the grievance and arbitration provisions of this agreement.

Section 9.5

Any employee receiving workers' compensation will not receive any additional payment from the Town. An employee may, at their discretion, use some or all of his/her annual fifteen (15) sick days to supplement their workers' compensation benefits, but in no event will the workers' compensation payment and sick days exceed the employee's regular weekly earnings.

Section 9.6 Military Leave

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

Section 9.7 Union Leave

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

Section 9.8 Personal Leave

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

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

Section 9.9 Bereavement Leave

Any regular, full-time employee who has completed his/her probationary period shall be granted up to three (3) days of leave, with pay by the Town Administrator for death in the immediate family. The immediate family includes; father, mother, sister, brother, wife, husband, child, grandchild, grandparent, mother-in-law, father-in-law or other relative living in the immediate household. Any regular, full-time employee who has completed his/her probationary period shall be granted one (1) day of leave, with pay by the Town Administrator for death of the following relatives of the employee: aunt, uncle, niece, nephew or cousin.

Section 9.10 Personal Days

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

ARTICLE 10. GRIEVANCE PROCEDURE

Section 10.1

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

Step1: Within ten (10) days after the employee knew or should have known of the cause of the grievance an employee having a grievance and/or his Union steward shall take it up with the Director of Public Works. The Director of Public Works shall provide a written answer to the employee and/or his Union steward within ten (10) days after the presentation of the grievance in Step 1.

Section 10.2

Step 2: If the grievance is not settled in Step 1, the grievant and/or his/her Union steward may within ten (10) days after receipt of the answer in Step 1 be presented to

Step 2 by the employee. The grievance will be presented at this Step to the Town Administrator and/or his designee and he/she shall render his decision in writing within ten (10) days after the presentation of the grievance in this Step 2.

Section 10.3

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

Section 10.4

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

Section 10.5

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

Section 10.6

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

ARTICLE 11. ARBITRATION

Section 11.1

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

Section 11.2

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

Section 11.3

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

Section 11.4

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

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

ARTICLE 12. DISCHARGE AND DISCIPLINE

Section 12.1

Discipline, including discharge, shall be for cause only.

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

Section 12.2

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

ARTICLE 13. JURY DUTY

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

ARTICLE 14. NO DISCRIMINATION

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

ARTICLE 15. PAST PRACTICE

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

ARTICLE 16. TOWN VEHICLES

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

ARTICLE 17. EVALUATIONS

Section 17.1

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

Section 17.2

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

- a. The maximum amount that each individual may be eligible for annually is \$600.
- b. There would be two levels of the awards: the first level for the category of being overall "very good," for \$300; and the next level, overall "outstanding" for \$600.
- c. In each category, the department head would recommend the awarding of such merit pay annually and the Town Administrator would have the authority to approve or reject said recommendation.
- d. The program would begin upon the establishment of mutual expectations with the performance evaluations and annually thereafter. The awards

would actually be determined based on the period of performance from the previous year.

- e. If an individual is not satisfied with the department head's evaluation, the individual may appeal that evaluation to the Town Administrator. The Town Administrator or his/her designee will meet with the employee and the department head. The Town Administrator's decision, based upon the information gathered at this meeting, will be final.
- f. The Town will provide the Union with the criteria which will be utilized in recommending and awarding merit pay.
- g. Announcement of the Merit Pay Award(s) shall be done once annually by the Town Administrator.
- h. The Union agrees not to grieve an alleged violation of this section.

ARTICLE 18. NO STRIKE

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

ARTICLE 19. INSURANCE

Section 19.1

Employees shall contribute to a Section 125 IRS plan the following share amounts in accordance with Section 19.4 of this contract:

Year	Town HMO* see 19.4 F	Town HSA
July 1, 2021-June 30, 2022	15%	15%
July 1, 2022-June 30, 2023	15%	15%
July 1, 2023-June 30, 2024	16%	16%

Section 19.2

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

Section 19.3

In order for an employee to be eligible to participate in the insurance plan, employees must work thirty (30) hours per week.

- A. Employees may choose medical coverage through a Town sponsored Health Savings Account (“HSA”). Plan details are set forth in Appendix B (prescription plan) attached hereto. The annual deductible shall be \$2,000 individual account/\$4,000 two-person and family accounts. The deductible contribution to the HSA shall be as follows:
First Year: Town 50% / Employee 50%
Second Year: Town 50% / Employee 50%
Third Year: Town 50% / Employee 50%
- B. On July 1 of each year the Town shall make the requisite contribution into each employee’s account regardless of the balance in said account.
- C. The Town shall provide Anthem Blue Cross and Blue Shield Full Service Dental Care. Dental riders shall be available in accordance with Appendix E attached hereto. Dependents may remain on the Town’s dental plan until age 26.
- D. Employees shall contribute the following premium cost of the HSA and Anthem Blue Cross Blue Shield Full Service Dental Care:
 - a. First year: 15%
 - b. Second year: 15%
 - c. Third year: 16%Any medical or dental premium contributions, and any deductible contributions, shall be made on a pre-tax basis. The Town shall pay any group administrative costs charged by the carrier in connection with integrated HSA account management. Any fees associated with an HSA bank deposit account will be the responsibility of each employee.
- E. The Town shall contribute the additional deductible contribution made upon notification that an employee is changing status from an individual account to a two person or family account. An employee shall reimburse the Town for any excess

deductible contribution made during any fiscal year when the employee's status changes from two person or family account to an individual account.

- F. *Employees who are age 65 or older have the option of remaining on the Town's current HMO plan:

The Town HMO plan will have the following payments:

- G. Office visits preventative \$10
- H. Office visits \$10
- I. Inpatient \$200
- J. Emergency \$50
- K. Outpatient \$50
- L. Dependent rider 19/23
- M. Prescriptions - Retail up to 34 days and Mail Order up to 100 days: \$5 generic, \$25 Listed Brand Name, \$40 Non-Listed Brand Name, with no cap, in accordance with Appendix B-1, entitled Managed Prescription Program 3-Tier.

- N. The Town agrees to provide, at no cost to a covered employee, the Anthem BC/BS Blue View Vision rider coverage (Single, Employee Plus One or Family Coverage, whichever is applicable to the member).

The Town may change carriers, provided the level of benefits and administration of the plan is no lesser than the current insurance benefits. Prior to making any change the Town shall notify the Union so the changes can be reviewed prior to implementation. In the event that the insurance carrier providing the benefits is no longer in business or has been merged or been acquired by another carrier, the parties will meet to discuss alternative coverage. Such cost shall not exceed the cost of the previous insurance plan provided to the employees. If a change in insurance is to take place, an insurance committee shall be established and will include one (1) member of the bargaining unit.

Section 19.4

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 this section of the contract, for himself/herself and his/her eligible dependents provided:

1. No other medical insurance is available through another employer or spouse.
2. The employee shall pay the full cost of such coverages at applicable group rates in conformance with Federal law;
3. Upon attaining eligibility for Medicare, the separated employee shall no longer be eligible for such coverages, except that his/her spouse may continue coverage until he/she has attained eligibility for Medicare;
4. Spouses of deceased employees or deceased separated employees previously participating in the continuation program shall be eligible to continue to participate in the continuation program until he/she attains eligibility for Medicare; and
5. Payment of premiums must be made by the twentieth (20th) day of the month for the succeeding month's coverage; payments not received by the thirtieth (30th) day of the month shall result in termination of coverage without right to reinstatement.

Section 19.5

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

ARTICLE 20. PENSION

Section 20.1

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

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

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

ARTICLE 21. WAGES

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

Year 1	July 1, 2021– 6/30/2022	1.95%
Year 2	July 1, 2022– 6/30/2023	1.95%
Year 3	July 1, 2023– 6/30/2024	1.95%

See Appendix A

Section 21.1

Bump-Up Pay. When a bargaining unit member is assigned as Lead Foremen, or, if in the absence of a Lead Foreman a bargaining unit member is required to work in a higher classification, said bargaining unit member be paid at the place on the salary schedule for the higher classification he/she had attained on the salary schedule for his/her own classification.

Section 21.2

Bonus Pay: All current bargaining unit members will receive a one-time signing bonus of \$350. This bonus will be paid once—upon the signing of the instant agreement—and will not carry over to the next collective bargaining agreement.

ARTICLE 22. LONGEVITY

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

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

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

ARTICLE 23. PAYROLL

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

ARTICLE 24. SAFETY AND HEALTH

Section 24.1

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

Section 24.2

A credit of three hundred (\$300) dollars will be provided by the Town for all bargaining unit employees towards the purchase of safety shoes and similar equipment authorized by the Town as soon as possible during the first quarter of each fiscal year.

Section 24.3

All employees will receive three hundred (\$300) dollars annual meal allowance payable the second week of November.

Section 24.4

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

Section 24.5

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

Section 24.6

The Town will pay for physicals required for a CDL, when said physical is not covered or paid for by insurance. This shall also include any co-pays, if applicable. All physicals shall be conducted through the Town's contracted health care service provider.

ARTICLE 25. TRAINING

In its discretion, the Town may provide release time and reimbursement for employees for course/seminars which are job related. In order to receive release time and/or reimbursement under this Section, an employee must receive prior written approval from the Director of Public Works or his/her designee. Any decision made by the Director of Public Works or his/her designee under this Section shall not be subject to the grievance and/or arbitration procedure of this Agreement.

ARTICLE 26. ENTIRE AGREEMENT

Section 26.1

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

Section 26.2

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

ARTICLE 27. SAVINGS CLAUSE

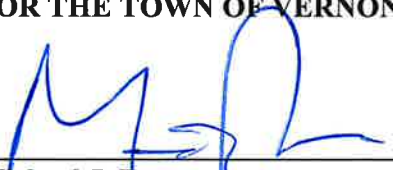
If any Section, sentence, Clause or phrase of this Agreement shall be held for any reason to be inoperative, void or invalid by a court of final jurisdiction, the validity of the remaining portions of this Agreement shall not be affected thereby, it being the intention of the parties in adopting this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

ARTICLE 28. DURATION

This Agreement will become effective upon its signing and shall remain in effect through June 30, 2024 and from fiscal year to fiscal year thereafter unless said party notifies the other by registered or certified mail, return receipt requested no later one hundred twenty (120) days before the expiration of the Agreement they wish to negotiate a new Agreement. Upon receipt of such notice, the parties shall meet as soon as possible to negotiate such changes.

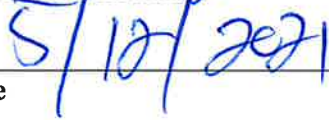
IN WITNESS WHEREOF, the Town and the Union have caused this Agreement to be signed by their duly authorized representative on the day and year noted below.

FOR THE TOWN OF VERNON



Michael J. Purcaro
Town Administrator

Date



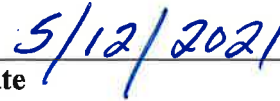
5/12/2021

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



Jeff Schambach
President, Local 818

Date



5/12/2021

In order for the Town's signatories to give full effect and force to the Agreement, this Agreement must be ratified by the Vernon Town Council.

APPENDIX A - WAGE TABLES

EFFECTIVE DATE	GROUP/BU DESC	GRADE/RANK	DESCRIPTION	PAY BASIS	COMMENTS	STEP/LEVEL	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY
07/01/2021	SUPERVISORS DPW LOCAL - 01		DPW-FOREMAN	Hourly	Change was made by 1.9500%	1	37.29	298.34	1,491.68	77,567.36
						2	37.52	300.19	1,500.93	78,048.36
		03	DPW-LEADRDSFRMN	Hourly		1	39.04	312.34	1,561.70	81,208.40
			<i>Salary for Foreman and Lead Roads Foreman is based on the hourly rate at 40 hours per week, and is not a guaranteed salary</i>							
07/01/2021	SUPERVISORS DPW LOCAL - 02		REFUSE/RECYCLING PROGRAM SUPERVISOR	Salary		1				81,208.40
			FLEET SUPERVISOR	Salary		2				87,849.32
07/01/2022	SUPERVISORS DPW LOCAL - 01		DPW-FOREMAN	Hourly	Change was made by 1.9500%	1	38.02	304.15	1,520.77	79,080.04
						2	38.26	306.04	1,530.20	79,570.40
			DPW-LEADRDSFRMN	Hourly		1	39.80	318.43	1,592.16	82,792.32
			<i>Salary for Foreman and Lead Roads Foreman is based on the hourly rate at 40 hours per week, and is not a guaranteed salary</i>							
07/01/2022	SUPERVISORS DPW LOCAL - TOWN		REFUSE/RECYCLING PROGRAM SUPERVISOR	Salary		1				82,792.32
07/01/2022	SUPERVISORS DPW LOCAL - 02		FLEET SUPERVISOR	Salary		2				89,562.20
07/01/2023	SUPERVISORS DPW LOCAL - 01		DPW-FOREMAN	Hourly	Change was made by 1.9500%	1	38.76	310.09	1,550.43	80,622.36
						2	39.00	312.01	1,560.04	81,122.08
		03	DPW-LEADRDSFRMN	Hourly		1	40.58	324.64	1,623.20	84,406.40
			<i>Salary for Foreman and Lead Roads Foreman is based on the hourly rate at 40 hours per week, and is not a guaranteed salary</i>							
07/01/2023	SUPERVISORS DPW LOCAL - 02		DPW SUPERVISORS REFUSE/RECYCLING PROGRAM SUPERVISOR	Salary		1				84,406.40
			FLEET SUPERVISOR	Salary		2				91,308.88

Summary of Benefits and Coverage: What this Plan Covers & What You Pay For Covered Services
Cigna Health and Life Insurance Co.: Open Access Plus


Coverage Period: 07/01/2020 - 06/30/2021
Coverage for: Individual/Individual + Family | Plan Type: OAP



The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would share the cost for covered health care services. NOTE: Information about the cost of this plan (called the premium) will be provided separately. This is only a summary. For more information about your coverage, or to get a copy of the complete terms of coverage, go online at www.cigna.com/sp. For general definitions of common terms, such as allowed amount, balance billing, coinsurance, copayment, deductible, provider, or other underlined terms see the Glossary. You can view the Glossary at <https://www.healthcare.gov/sbc-glossary> or call 1-800-Cigna24 to request a copy.

Important Questions	Answers	Why This Matters:
What is the overall deductible?	For in-network providers: \$2,000/individual or \$4,000/family For out-of-network providers: \$2,000/individual or \$4,000/family Combined medical/behavioral and pharmacy deductible Deductible per individual applies when the employee is the only individual covered under the plan.	Generally, you must pay all of 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 deductible?	Yes. In-network preventive care & immunizations.	This plan covers some items and services even if you haven't yet met the deductible amount. But a copayment or coinsurance may apply. For example, this plan covers certain preventive services without cost-sharing and before you meet your deductible. See a list of covered preventive services at https://www.healthcare.gov/coverage/preventive-care-benefits/ .
Are there other deductibles for specific services?	No.	You don't have to meet deductibles for specific services.
What is the out-of-pocket limit for this plan?	For in-network providers: \$2,500/individual or \$5,000/family For out-of-network providers: \$4,000/individual or \$8,000/family Combined medical/behavioral and pharmacy out-of-pocket limit	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 plan, the overall family out-of-pocket limit must be met.
What is not included in the out-of-pocket limit?	Penalties for failure to obtain pre-authorization for services, 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 network provider?	Yes. See www.cigna.com or call 1-800-Cigna24 for a list of network 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 an out-of-network 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). Be aware your network provider might use an out-of-network provider for some services (such as lab work). Check with your provider before you get services.

Important Questions	Answers	Why This Matters:
Do you need a <u>referral</u> to see a <u>specialist</u> ?	No.	You can see the <u>specialist</u> you choose without a <u>referral</u> .

 All <u>copayment</u> and <u>coinsurance</u> costs shown in this chart are after your <u>deductible</u> has been met, if a <u>deductible</u> applies.				
Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	No charge/visit	20% <u>coinsurance</u>	None
	Specialist visit	No charge/visit	20% <u>coinsurance</u>	None
	Preventive care/ <u>screening</u> / immunization	No charge/visit**	20% <u>coinsurance</u> /visit	Coverage birth through age 21
		No charge/visit**	20% <u>coinsurance</u> /visit	Coverage age 22 and older
		No charge/ <u>screening</u> **	20% <u>coinsurance</u> / <u>screening</u>	Coverage birth through age 21
		No charge/ <u>screening</u> **	20% <u>coinsurance</u> / <u>screening</u>	Coverage age 22 and older
If you have a test	Diagnostic test (x-ray, blood work) Imaging (CT/PET scans, MRIs)	No charge/immunizations**	20% <u>coinsurance</u> /immunizations	Coverage birth through age 21
		No charge/immunizations**	20% <u>coinsurance</u> /immunizations	Coverage age 22 and older
		** <u>Deductible</u> does not apply		You may have to pay for services that aren't preventive. Ask your <u>provider</u> if the services needed are <u>preventive</u> . Then check what your <u>plan</u> will pay for.
		No charge	20% <u>coinsurance</u>	None
		No charge	20% <u>coinsurance</u>	None

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you need drugs to treat your illness or condition More information about prescription drug coverage is available at www.cigna.com	Generic drugs (Tier 1)	\$5 copay/prescription (retail 34 days), \$10 copay/prescription (retail & home delivery 100 days)	20% coinsurance/prescription (retail and home delivery)	Coverage is limited up to a 100-day supply (retail and home delivery); up to a 30-day supply (retail and home delivery) for <u>Specialty drugs</u> . Certain limitations may apply, including, for example: prior authorization, step therapy, quantity limits.
	Preferred brand drugs (Tier 2)	\$15 copay/prescription (retail 34 days), \$30 copay/prescription (retail & home delivery 100 days)	20% coinsurance/prescription (retail and home delivery)	
	Non-preferred brand drugs (Tier 3)	\$35 copay/prescription (retail 34 days), \$70 copay/prescription (retail & home delivery 100 days)	20% coinsurance/prescription (retail and home delivery)	
	Facility fee (e.g., ambulatory surgery center) Physician/surgeon fees <u>Emergency room care</u> <u>Emergency medical transportation</u> <u>Urgent care</u>	No charge No charge No charge No charge No charge	20% coinsurance 20% coinsurance No charge/visit No charge No charge/visit	
If you have outpatient surgery If you need immediate medical attention	Facility fee (e.g., hospital room)	No charge	20% coinsurance	None
	Physician/surgeon fees	No charge	20% coinsurance	None
If you have a hospital stay	Facility fee (e.g., hospital room)	No charge	20% coinsurance	None
	Physician/surgeon fees	No charge	20% coinsurance	None
	Outpatient services	No charge/office visit No charge/all other services	20% coinsurance/office visit 20% coinsurance/all other services	None
	Inpatient services	No charge/admission	20% coinsurance	None
If you need mental health, behavioral health, or substance abuse services	Outpatient services	No charge/office visit No charge/all other services	20% coinsurance/office visit 20% coinsurance/all other services	None
	Inpatient services	No charge/admission	20% coinsurance	None
If you need mental health, behavioral health, or substance abuse services	Outpatient services	No charge/office visit No charge/all other services	20% coinsurance/office visit 20% coinsurance/all other services	None
	Inpatient services	No charge/admission	20% coinsurance	None

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you are pregnant	Office visits	No charge	20% coinsurance	Primary Care or Specialist benefit levels apply for initial visit to confirm pregnancy. <u>Cost sharing does not apply for preventive services.</u> Depending on the type of services, a copayment, coinsurance or deductible may apply. Maternity care may include tests and services described elsewhere in the SBC (i.e. ultrasound). Coverage is limited to 200 days annual max. 16 hour maximum per day (The limit is not applicable to mental health and substance use disorder conditions.)
	Childbirth/delivery professional services	No charge	20% coinsurance	
	Childbirth/delivery facility services	No charge	20% coinsurance	
	Home health care	No charge	20% coinsurance	
If you need help recovering or have other special health needs	Rehabilitation services	No charge/PCP visit	20% coinsurance/PCP visit	None
	Habilitation services	No charge/Specialist visit	20% coinsurance/ Specialist visit	
	Skilled nursing care	Not covered	Not covered	
	Durable medical equipment	No charge	20% coinsurance	The lesser of 50% or \$500 penalty for no out-of-network precertification. Coverage is limited to 120 days annual max. None The lesser of 50% or \$500 penalty for failure to precertify out-of-network inpatient hospice services.
	Hospice services	No charge/inpatient; No charge/outpatient services	20% coinsurance/inpatient; 20% coinsurance/outpatient services	
	Children's eye exam	Not covered	Not covered	
If your child needs dental or eye care	Children's glasses	Not covered	Not covered	None
	Children's dental check-up	Not covered	Not covered	None

Excluded Services & Other Covered Services:

Services Your Plan Generally Does NOT Cover (Check your policy or plan document for more information and a list of any other excluded services.)	
<ul style="list-style-type: none"> • Acupuncture • Cosmetic surgery • Dental care (Adult) • Dental care (Children) 	<ul style="list-style-type: none"> • Eye care (Children) • <u>Habilitation services</u> • Long-term care • Non-emergency care when traveling outside the U.S. • Private-duty nursing • Routine eye care (Adult) • Routine foot care • Weight loss programs
Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your plan document.)	
<ul style="list-style-type: none"> • Bariatric surgery • Chiropractic care (combined with <u>Rehabilitation Services</u>) 	<ul style="list-style-type: none"> • Hearing aids • Infertility treatment

Your Rights to Continue Coverage:

There are agencies that can help if you want to continue your coverage after it ends. The contact information for those agencies is: Department of Health and Human Services, Center for Consumer Information and Insurance Oversight, at 1-877-267-2323 x61565 or www.cciio.cms.gov. Other coverage options may be available to you too, including buying individual insurance coverage through the Health Insurance Marketplace. For more information about the Marketplace, visit www.HealthCare.gov or call 1-800-318-2596.

Your Grievance and Appeals Rights:

There are agencies that can help if you have a complaint against your plan for a denial of a claim. This complaint is called a grievance or appeal. For more information about your rights, look at the explanation of benefits you will receive for that medical claim. Your plan documents also provide complete information to submit a claim, appeal, or a grievance for any reason to your plan. For questions about your rights, this notice, or assistance, you can contact Cigna Customer service at 1-800-Cigna24. You may also contact the Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or www.dol.gov/ebsa/healthreform or the Connecticut Insurance Department at 1-800-203-3447. Additionally, a consumer assistance program can help you file your appeal. Contact the program for this plan's situs state: State of Connecticut Office of the Health Care Advocate at (866) 466-4446. However, for information regarding your own state's consumer assistance program refer to www.healthcare.gov.

Does this plan provide Minimum Essential Coverage? Yes

If you don't have Minimum Essential Coverage for a month, you'll have to make a payment when you file your tax return unless you qualify for an exemption from the requirement that you have health coverage for that month.

Does this plan meet the Minimum Value Standards? Yes

If your plan doesn't meet the Minimum Value Standards, you may be eligible for a premium tax credit to help you pay for a plan through the Marketplace.

Language Access Services:

Spanish (Español): Para obtener asistencia en Español, llame al 1-800-244-6224.

Tagalog (Tagalog): Kung kailangan ninyo ang tulong sa Tagalog tumawag sa 1-800-244-6224.

Chinese (中文): 如果需要中文的帮助, 请拨打这个号码 1-800-244-6224.

Navajo (Dine): Dinekehgo shika at'ohwol ninisingo, kwijigo holne' 1-800-244-6224.

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

About these Coverage Examples:



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

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%

This EXAMPLE event includes services like:

Specialist office visits (*prenatal care*)
Childbirth/Delivery Professional Services
Childbirth/Delivery Facility Services
Diagnostic tests (*ultrasounds and blood work*)
Specialist visit (*anesthesia*)

Total Example Cost	\$12,800
---------------------------	-----------------

In this example, Peg would pay:

<i>Cost Sharing</i>	
Deductibles	\$2,000
Copayments	\$10
Coinsurance	\$0
<i>What isn't covered</i>	
Limits or exclusions	\$10
The total Peg would pay is	\$2,020

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%

This EXAMPLE event includes services like:

Primary care physician office visits (*including disease education*)
Diagnostic tests (*blood work*)
Prescription drugs
Durable medical equipment (*glucose meter*)

Total Example Cost	\$7,400
---------------------------	----------------

In this example, Joe would pay:

<i>Cost Sharing</i>	
Deductibles	\$2,000
Copayments	\$300
Coinsurance	\$0
<i>What isn't covered</i>	
Limits or exclusions	\$200
The total Joe would pay is	\$2,500

Mia's Simple Fracture

(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%

This EXAMPLE event includes services like:

Emergency room care (*including medical supplies*)
Diagnostic test (*x-ray*)
Durable medical equipment (*crutches*)
Rehabilitation services (*physical therapy*)

Total Example Cost	\$1,900
---------------------------	----------------

In this example, Mia would pay:

<i>Cost Sharing</i>	
Deductibles	\$1,900
Copayments	\$0
Coinsurance	\$0
<i>What isn't covered</i>	
Limits or exclusions	\$0
The total Mia would pay is	\$1,900

The plan would be responsible for the other costs of these EXAMPLE covered services.

DISCRIMINATION IS AGAINST THE LAW

Medical coverage

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

Cigna:

- Provides free aids and services to people with disabilities to communicate effectively with us, such as:
 - Qualified sign language interpreters
 - Written information in other formats (large print, audio, accessible electronic formats, other formats)
- Provides free language services to people whose primary language is not English, such as:
 - Qualified interpreters
 - Information written in other languages

If you need these services, contact customer service at the toll-free number shown on your ID card, and ask a Customer Service Associate for assistance.

If you believe that Cigna has failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability, or sex, you can file

a grievance by sending an email to ACAGrievance@Cigna.com or by writing to the following address:

Cigna
Nondiscrimination Complaint Coordinator
PO Box 188016
Chattanooga, TN 37422

If you need assistance filing a written grievance, please call the number on the back of your ID card or send an email to ACAGrievance@Cigna.com. You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights electronically through the Office for Civil Rights Complaint Portal, available at <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>, or by mail or phone at:

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>.



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Proficiency of Language Assistance Services

English – ATTENTION: Language assistance services, free of charge, are available to you. For current Cigna customers, call the number on the back of your ID card. Otherwise, call 1.800.244.6224 (TTY: Dial 711).

Spanish – ATENCIÓN: Hay servicios de asistencia de idiomas, sin cargo, a su disposición. Si es un cliente actual de Cigna, llame al número que figura en el reverso de su tarjeta de identificación. Si no lo es, llame al 1.800.244.6224 (los usuarios de TTY deben llamar al 711).

Chinese – 注意：我們可為您免費提供語言協助服務。對於 Cigna 的現有客戶，請致電您的 ID 卡背面的號碼。其他客戶請致電 1.800.244.6224（聽障專線：請撥 711）。

Vietnamese – XIN LƯU Ý: Quý vị được cấp dịch vụ trợ giúp về ngôn ngữ miễn phí. Dành cho khách hàng hiện tại của Cigna, vui lòng gọi số ở mặt sau thẻ Hội viên. Các trường hợp khác xin gọi số 1.800.244.6224 (TTY: Quay số 711).

Korean – 주의: 한국어를 사용하시는 경우, 언어 지원 서비스를 무료로 이용하실 수 있습니다. 현재 Cigna 가입자님들께서는 ID 카드 뒷면에 있는 전화번호로 연락해주시십시오. 기타 다른 경우에는 1.800.244.6224 (TTY: 다이얼 711)번으로 전화해주시십시오.

Tagalog – PAUNAWA: Makakakuha ka ng mga serbisyo sa tulong sa wika nang libre. Para sa mga kasalukuyang customer ng Cigna, tawagan ang numero sa likuran ng iyong ID card. O kaya, tumawag sa 1.800.244.6224 (TTY: I-dial ang 711).

Russian – ВНИМАНИЕ: вам могут предоставить бесплатные услуги перевода. Если вы уже участвуете в плане Cigna, позвоните по номеру, указанному на обратной стороне вашей идентификационной карточки участника плана. Если вы не являетесь участником одного из наших планов, позвоните по номеру 1.800.244.6224 (TTY: 711).

Arabic – برجاء الانتباه خدمات الترجمة المجانية متاحة لكم. لعملاء Cigna الحاليين: برجاء الاتصال بالرقم المدون علي ظهر بطاقتكم الشخصية. او اتصل ب 1.800.244.6224 (TTY: اتصل ب 711).

French Creole – ATANSYON: Gen sèvis èd nan lang ki disponib gratis pou ou. Pou kliyan Cigna yo, rele nimewo ki dèyè kat ID ou. Sinon, rele nimewo 1.800.244.6224 (TTY: Rele 711).

French – ATTENTION: Des services d'aide linguistique vous sont proposés gratuitement. Si vous êtes un client actuel de Cigna, veuillez appeler le numéro indiqué au verso de votre carte d'identité. Sinon, veuillez appeler le numéro 1.800.244.6224 (ATS : composez le numéro 711).

Portuguese – ATENÇÃO: Tem ao seu dispor serviços de assistência linguística, totalmente gratuitos. Para clientes Cigna atuais, ligue para o número que se encontra no verso do seu cartão de identificação. Caso contrário, ligue para 1.800.244.6224 (Dispositivos TTY: marque 711).

Polish – UWAGA: w celu skorzystania z dostępnej, bezpłatnej pomocy językowej, obecni klienci firmy Cigna mogą dzwonić pod numer podany na odwrocie karty identyfikacyjnej. Wszystkie inne osoby prosimy o skorzystanie z numeru 1 800 244 6224 (TTY: wybierz 711).

Japanese – 注意事項: 日本語を話される場合、無料の言語支援サービスをご利用いただけます。現在のCignaのお客様は、IDカード裏面の電話番号まで、お電話にてご連絡ください。その他の方は、1.800.244.6224 (TTY: 711) まで、お電話にてご連絡ください。

Italian – ATTENZIONE: Sono disponibili servizi di assistenza linguistica gratuiti. Per i clienti Cigna attuali, chiamare il numero sul retro della tessera di identificazione. In caso contrario, chiamare il numero 1.800.244.6224 (utenti TTY: chiamare il numero 711).

German – ACHTUNG: Die Leistungen der Sprachunterstützung stehen Ihnen kostenlos zur Verfügung. Wenn Sie gegenwärtiger Cigna-Kunde sind, rufen Sie bitte die Nummer auf der Rückseite Ihrer Krankenversicherungskarte an. Andernfalls rufen Sie 1.800.244.6224 an (TTY: Wählen Sie 711).

Persian (Farsi) – توجه: خدمات کمک زبانی، به صورت رایگان به شما ارائه می‌شود. برای مشتریان فعلی Cigna، لطفاً با شماره‌ای که در پشت کارت شناسایی شماست تماس بگیرید. در غیر اینصورت با شماره 1.800.244.6224 تماس بگیرید (شماره تلفن ویژه ناشنایان: شماره 711 را شماره‌نگیری کنید).

APPENDIX B-1

Town of Vernon

Managed Prescription Program, 3-Tier

Benefits at a Glance

How to Use the 3-Tier Managed Prescription Program

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

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

Copayments and Day Supplies

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

Generic Drugs Have the Lowest Copayment

Your HMO or PPO Copayment:

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

APPENDIX B-1

Town of Vernon

Managed Prescription Program, 3-Tier

Benefits at a Glance

Generic Substitution

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

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

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

Preferred Drug Step Therapy

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

Retail Refill Allowance

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

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

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

APPENDIX B-1

Town of Vernon

Managed Prescription Program, 3-Tier

Benefits at a Glance

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

National Pharmacy Network

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

Non-Participating Pharmacies

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

Limits and Exclusions

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

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.

Visit our website at www.anthem.com

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 not bill the member for any additional charges except for the remaining coinsurance balance.

Non-Participating Dentist Benefits

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

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

Visit our website at www.anthem.com

DENTAL AMENDATORY RIDER C PERIODONTICS

Periodontal services consisting of:

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

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

ACCESSING BENEFITS:

Participating Dentists Benefits

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

Non-Participating Dentists Benefits

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

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



DENTAL AMENDATORY RIDER D ORTHODONTICS

The following Orthodontic services are provided:

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

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

ACCESSING BENEFITS:

Participating Dentists Benefits

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

Non-Participating Dentists Benefits

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

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