

AGREEMENT

Between

THE TOWN OF CHESTER

And

LOCAL 1303-286 OF COUNCIL 4
AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES, AFL-CIO

July 1, 2017 through June 30, 2022

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PREAMBLE

This Agreement is entered into by and between the Town of Chester, hereinafter referred to as the "Town", and the Organization of Municipal Employees, Local 1303-286, Council 4, AFSCME, AFL-CIO, hereinafter referred to as the "Union".

ARTICLE 1 RECOGNITION

Section 1.0

The Town hereby recognizes Local 1303-286, Council 4, AFSCME, AFL-CIO as the sole and exclusive bargaining representative for all employees of the Town of Chester who are employed thirty (30) hours per week or more, those presently in the bargaining unit, excluding only uniform police and fire personnel, statutory supervisors, and elected officials, and the Administrative Assistant to the First Selectman for the purposes of collective bargaining with respect to wages, hours and other conditions of employment. As used in this Agreement, the term "Employee" refers to a member of the above-described bargaining unit.

ARTICLE 2 SENIORITY

Section 2.0

Seniority is hereby defined to mean the accumulated length of continuous, unbroken service with the Town as an employee in a bargaining unit position computed from the last date of hire.

Section 2.1

In the event of a layoff, the employee with the least seniority in a classification as defined by pay categories within seniority group being reduced shall take place in the following manner:

- a. Layoffs shall proceed as follows: an employee subject to reduction shall displace the least senior employee in the same pay range within his or her seniority group providing the employee is qualified to fully perform the duties of the employee being displaced.
- b. If ineligible to displace the least senior employee in the same pay range within the

seniority group, the employee subject to reduction shall displace the least senior employee in the next lower pay range, providing that the employee is qualified to fully perform the duties of the employee being displaced.

- c. The employee subject to layoff may continue to exercise his or her seniority in the same manner until a less senior employee is displaced or until no additional possibility of displacement exists, at which point the employee subject to layoff shall be laid off.
- d. Employees shall exercise their seniority only within their respective groups as noted above.

Layoffs will be made within the classifications and employees with the least seniority shall be laid off first. Layoffs shall take effect as follows:

- e. Part-time probationary employees.
- f. Part-time non-probationary employees.
- g. Full-time probationary employees.
- h. Full-time employees.

Should any employee after notice of layoff in one occupation be qualified to performing satisfactorily in the work being done by another employee of less seniority in an equal or lower classification, the employer will, if the employee requests, within five (5) days of notification of layoff, transfer such senior employee to such other job and the employee's place shall then be subject to the provisions of the layoff procedure.

For purposes of enforcement of this provision, the Town will prepare and deliver to the Union, once each year on or about July 1, and upon reasonable request, seniority lists of the bargaining unit employees.

Section 2.2

Laid-off employees will be recalled in the order of seniority on the same basis as outlined in the aforementioned section.

No new employee shall be hired in the pay classification until all employees laid off in that classification within the last 12 months have been given an opportunity to return to work.

Laid off employees or employees who do not exercise their bumping rights as outlined in Section 2.2 above will be placed on a recall list for a period of one (1) year.

Section 2.3

No seasonal, temporary, or part-time employees shall be used while other employees who have been laid off within the last 12 months for lack of work, provided that the laid off employees are fully qualified to perform what available work there is for the time necessary.

ARTICLE 3 **PROMOTIONS AND VACANCIES**

Section 3.0

When the Town decides to fill a position, it will announce said position by posting in the Town Hall and the Public Works Garage for a period not less than five (5) working days. The posting will include the job title, the rate of pay, and the description of the job to be filled. A copy of the posting shall be sent to the local Union President.

Section 3.1

An employee may apply for a posted position in writing within the period described in Section 3.0 above by filing a written application with the First Selectman. The Town will determine qualifications of employees who apply during the posting period on the basis of their education, training, performance, and ability to do the job. Where qualifications are substantially equal, seniority shall govern. Laid-off employees with recall rights who are fully qualified and meet the necessary job requirements as stated above and who apply for the posted position, in writing, shall be offered the position prior to employees who are not on layoff. The Town may offer positions to outside applicants if and only when the positions are not filled internally as prescribed above.

Section 3.2

All new employees shall serve a probationary period of 90 calendar days from the effective date of hire. However, an additional 90-day period may be required on a case by case basis if the Town deems it necessary. Any new employee serving in a position during a probationary period may be terminated from that position and shall have no right to grieve that termination.

Section 3.3

An employee who applies for and accepts a position through an internal posting shall serve a probationary period of ninety (90) calendar days from the effective start date. An employee who fails to pass the probationary period will be returned to their previously held position by the Town in accordance with the management rights clause, provided that such return is not discriminatory or is not without apparent economic justification. Absent either of those circumstances, the return shall not be an issue for grievance or arbitration.

ARTICLE 4 HOLIDAYS

Section 4.0

The following holidays shall be observed by all Town employees:

New Year's Day

Martin Luther King's Day President's Day

Good Friday Memorial Day

July 4th (Independence Day)

Labor Day Veteran's Day Thanksgiving Day

Day after Thanksgiving

1/2 day before Christmas Day Christmas Day

1/2 day before New Year's Day

Two (2) floating holidays shall be effective on January 1 of each contract year.

Floating Holidays not used by December 31 shall be forfeited. If an employee leaves in good standing he/she shall be paid out for any unused floating holidays.

The provisions of Section 4.4 and 4.5 shall not apply to the provision for the floating holiday and the provisions of Section 8.3 through 8.5 shall apply to the floating holiday provided for herein.

Section 4.1

Regularly employed part-time employees shall be entitled, after probation, to receive holiday pay at a ratio of hours worked per week to the normal week hours.

Section 4.2

When a holiday falls on a Saturday or Sunday, the First Selectman will decide and notify employees on which day (Friday or Monday) the holiday will be observed.

Section 4.3

A religious or ethnic holiday not listed above may be taken as leave without pay. Requests must be in writing and submitted to the First Selectman for approval a week prior to the date requested.

Section 4.4

If an hourly employee is required to work on a holiday, the employee shall be paid twice the regular pay for hours worked plus receive his regular holiday pay.

Section 4.5

Salaried employees required to work on a holiday shall be allowed to take time off at the rate equal to twice the hours they worked.

Section 4.6

Extra holidays may be granted by action of the Board of Selectmen to observe a special event of State or National significance that other Towns or State Offices are also observing.

Section 4.7

To be eligible for holiday pay an employee must work the last scheduled work day prior to the holiday and the next scheduled work day after the holiday unless excused by the First Selectman, absent on verified sick leave, or an approved personal day, or on vacation.

ARTICLE 5 **HOURS OF WORK AND OVERTIME**

Section 5.0

The hours of work including customary starting and finishing times in effect at the time of execution of this Agreement shall not be altered, changed or modified in any way for the duration of the Agreement. Except that, in the event the Board of Selectmen desire to change the employee's hours of work, they will meet and discuss said changes with the Union before making any change.

Section 5.1

When an employee(s) is required by the First Selectman or the designee to work beyond his/her regular hours, the overtime rates shall be as follows:

- a. All employees shall be entitled to receive wages at a rate of one and one-half time the regular rate of pay for all hours worked over forty (40) in any one week.
- b. Employees required to work on Sunday shall receive wages at the rate of two (2) times the regular rate of pay for the hours worked.
- c. Any employee called in to work before or after his regular workday or on a non-scheduled workday shall receive a minimum of three (3) hours pay at the applicable rate calculated on a weekly basis.

ARTICLE 6 **JOB DESCRIPTIONS**

Section 6.0

The Town will provide to the Union job descriptions for all positions in the bargaining unit. All employees are administratively responsible to the First Selectman for the performance of their duties, except where the immediate supervisor is an elected official. In such case, the administrative responsibility will rest with the elected official.

Section 6.1

Bargaining unit members should have at least one (1) opportunity during the duration of this agreement to advance a claim of a higher pay grade to the First Selectman, or his/her designated representative. Such claim shall consist of increased tasks, functions and responsibilities. Should the parties be unable to reach an agreement it is understood and agreed upon that the grievance will advance to grievance arbitration where the Panel shall either select the position of the union or the town.

ARTICLE 7

LEAVE

Section 7.0

- a. Paid sick leave shall be earned by all regular full-time employees at the rate of one (1) working day per month, effective each January 1st. Sick leave may not be taken for less than minimum periods of one-half days.
- b. Regular part-time employees (minimum 20 hours per week) shall earn sick leave on a prorated basis. Sick leave may be taken for minimum periods of one hour.
- c. First-year employees shall be eligible for sick leave on a prorated basis after the probationary period as defined in Section 2.1 of this Agreement.

Section 7.1

- a. Sick leave may be used for any employee sickness, illness or non-job-related accident. It is to be used only for health and medical reasons which in the event of suspected abuse the request of the First Selectman, may require verification.
- b. In order to be paid for such sick leave, an employee must notify the First Selectman or the Public Works Department head within one (1) hour prior to the time the employee is expected to report to work
- c. The First Selectman or Public Works Department head may require proof of

illness for authorized sick leave. In the judgment of the administrator proof of illness may include a doctor's certificate or other proof of illness from the employee's physician indicating, in layman's terms, the nature and duration of the illness. Proof of illness will not normally be needed for absences of less than three (3) Consecutive working days.

- d. Unused sick leave may accumulate from year to year to a maximum of one hundred eighty (180) days, and after seven (7) years of employment, should said employee resign, or otherwise separate from service in good standing, twenty-five percent (25%) of all accrued and unused sick time may be cashed out and after ten (10) years of employment fifty percent (50%) may be cashed out.
- e. Misuse or abuse of sick leave days shall be considered as just cause for disciplinary action.
- f. Employees may elect to use sick leave time to make up differences in pay, if collecting workmen's' compensation or payroll protection.
- g. At retirement, unused sick leave may be used as time earned, allowing the employee to take this time off prior to official (Town) retirement as follows:
 - 1. Permanent full-time and permanent part-time employees with fifteen (15) years of service may take unused sick leave off prior to termination and retain full benefits during this period.
 - 2. Permanent full-time and permanent part-time employees with less than fifteen (15) years of service may take 25 days of unused sick leave off prior to termination and retain full benefits for those 25 days.

Section 7.2 - Injury Leave

- a. Injury leave as distinguished from sick leave shall mean paid leave given to an employee due to absence from duty caused by an accident or injury that occurred while the employee was engaged in the performance of his/her duties.
- b. The Town shall supplement payments due an employee under present workers' compensation insurance law for a period not to exceed six (6) months. In the event that six (6) months expires, the employee shall be allowed at his/her option to supplement the workers' compensation benefit by using his/her accumulated sick leave on a pro-rated basis for a period of one (1) year or until maximum recovery is reached.
- c. In the event of any injury causing temporary disability and absences of less than three (3) days the employee shall receive his/her regular salary for such periods since payment is not made under workers' compensation for such accidents. The

need for such absence must be medically verified.

- d. All payments on injury leave shall be subject to the same rules and regulations as workers' compensation insurance and shall not be payable if the injury is the result of intoxication or willful misconduct on the part of the employee.
- e. Injury leave shall not be charged to vacation or sick leave accruals.

Section 7.3 - Jury Leave

Leave for jury duty shall be granted to employees when they are required to serve in conformity with state statutes. The Town shall provide the difference between the jury pay and their regular pay. This time shall be considered as time worked.

Section 7.4 - Funeral Leave

- a. Three (3) -working days, will be granted with pay upon approval of the First Selectman to employees upon the death of a member of their immediate family or spouse's immediate family defined as mother, father, sister, brother, son, daughter, spouse, grandparent, grandchild, or relative domiciled in the employee's household. A fourth day may be granted by the First Selectman for funerals occurring out of State. Verification may be required by the First Selectman for funerals occurring out of Chester. Additional time off may be granted with pay by the First Selectman upon request for extenuating circumstances.
- b. Funeral leave, not to exceed one (1) day, may be granted with pay with the approval of the First Selectman upon the death of other relatives not in the employee's immediate family. Approval or rejection of such leave may not be considered as precedence for other requests.

Section 7.5 - Leave of Absence

- a. When the interests of the Town can be shown to be benefited, the First Selectman may grant leave of absence up to one (1) year without pay and fringe benefits to an employee.
- b. An employee returning to Town service following a leave of absence is eligible to receive and continue accrual of fringe benefits as if they had not left Town service except that they shall not be credited for such benefits or for seniority for the tenure of their absence.

Section 7.6 - Military Leave

Military leaves shall be granted up to two (2) working weeks per year for all regular full-time employees who are also members of the National Guard or reserve components of

the other military services of the U.S. when required to serve their annual tour of duty. During this leave, the employee shall be paid only that portion of their regular salary which will, together with the military pay, equal their total normal salary for the same pay period. Normal full payroll deductions and Town contributions for insurance purposes shall be made by the Town to cover such periods.

Section 7.7 - Personal Leave

- a. Each employee will be entitled to two (2) personal days each year, effective each January 1st, for those employees who have been employed at least six (6) months or longer of the previous work year.
- b. Personal leave shall be granted when the need for such leave is required because the desired reason for such leave cannot be reasonably postponed to non-working hours. Such leave shall not be unreasonably withheld.
- c. Personal leave days may not be used in less than one-half (1/2) day increments.
- d. Unused personal leave days shall not be carried from one year to another.
- e. Employees who leave in good standing shall be paid all unused personal leave time.

Section 7.8 - Union Leave

~~One (1)~~ Two (2) members of the bargaining unit will be granted leave with pay for the purpose of bargaining collectively with the Town when such bargaining takes place during the employee's normal workday.

ARTICLE 8 **VACATIONS**

Section 8.0

All new hires shall receive five (5) days of vacation time after working six (6) months of continuous service. Said employee shall also receive an additional five (5) days of vacation time, for a total of ten (10) days, on his/her year anniversary date of hire.

Section 8.1

Thereafter, said employee shall receive vacation time each January 1 based on the vacation scheduled contained below.

Start of each calendar year:

1st – 4th year – 10 days

5th - 9th year – 15 days

10th – 14th year – 20 days

15th and greater years – 25 days

Employees who have completed the necessary years of continuous service as stated in the vacation schedule above, shall receive an additional five (5) days of vacation time on his/her anniversary date of hire.

Section 8.2

Regular part-time employees who work a regular year-round schedule of twenty (20) or more hours per week shall accrue vacation leave at a ratio of hours worked per week to the normal work week hours.

Section 8.3

Vacation shall be arranged at the most convenient time to the public and effort shall be made to cover the respective office or job. In the event there is a conflict between employees' vacation selection, seniority shall prevail, unless in the considered opinion of the First Selectman it would impact harmfully on service to the public.

Section 8.4

Request for vacation leave must be made twenty-four (24) hours in advance of such leave and must receive approval by the First Selectman/Designee.

Section 8.5

An employee who terminates or is terminated after less than one (1) year of employment shall not be entitled to vacation pay upon termination.

Section 8.6

If an employee terminates his/her employment with the Town in good standing, he/she shall be entitled to be paid for any unused vacation time. Upon the death of an employee entitled to an unused vacation allowance, the allowance shall be paid to his/her estate.

Section 8.7

No additional salary shall be paid an employee in lieu of vacation since the purpose of vacation is rest and relaxation. In the event the First Selectman determines a serious need for the employee's service, the employee shall have the option of being paid for the vacation time or take the vacation at a later date. In the event the employee chooses to take the vacation at a later date, and is not able to do so, he/she will be allowed to carry

the vacation over to the next vacation year.

Section 8.8

If a holiday, which the employee might normally observe, occurs during vacation leave, it shall be treated as a holiday leave and not vacation leave.

Section 8.9

For extenuating circumstances, exceptions to the above procedures may be granted by the First Selectman.

Section 8.10

If an employee is on vacation and becomes injured or physically incapacitated for three (3) working days or more, he/she shall be permitted to transfer those vacation days to sick days providing the employee has accumulated sick leave, a physician's written verification, and approval of the First Selectman.

Section 8.11

Vacation leave shall be determined by length of continuous service. For purposes of computing vacation leave, employees who leave the Town's service and later return shall be considered new employees with no credit for previous service.

Section 8.12

Employees who are transferred, promoted or demoted from a position in one department to a position in another department without a break in their continuity of service, may carry their accrued vacation leave with them to their new position.

Section 8.13

Vacation leave may not be taken for minimum periods of less than half (1/2) day without prior approval of the First Selectman.

Section 8.14

Vacation days must be taken within one (1) year of the date earned and may not be carried over without specific written approval by the First Selectman. All carried over vacation time shall be lost if not used by the following June 30th.

ARTICLE 9 **GRIEVANCE PROCEDURE**

Section 9.0

For the purpose of this Agreement, the term "grievance" shall mean a dispute between the employer and an employee or the organization, concerning a claim of breach or violation of this Agreement.

Section 9.1

Any such grievance shall be settled in accordance with the following grievance procedure:

- a. **Step 1** - Within ten (10) working days of the event giving rise to the alleged grievance, or within ten (10) working days of the date the employee knew or should have known of the alleged grievance, the aggrieved employee and/or his/her Union Representative shall take up the grievance matter with the First Selectman/designee in an effort to resolve the grievance. The grievance must be reduced to writing within the aforesaid ten (10) day period in order to be valid.
- b. **Step 2** – If the Union is not satisfied with the answer of the First Selectman or the designee, it may elect within ten (10) working days after the Step 1 answer to submit the grievance to the Board of Selectmen to be resolved.
- c. **Step 3** – If the Union is not satisfied with the answer given by the Board of Selectmen, it may elect, within twenty (20) calendar days after the Step 2 answer, to submit the grievance to the State Board of Mediation and Arbitration to be resolved; and in the event arbitration takes place, the answer shall be final and binding as provided by law.

The Town and the Union may also elect, by mutual consent, to choose a neutral party to arbitrate any grievance or may elect to have the arbitration held before the American Arbitration Association under its expedited labor arbitration rules. The Town and the Union will share equally the costs assessed by the arbitrator. Unless both parties otherwise agree in writing, unrelated grievances may not be heard in a single arbitration proceeding.

The arbitrator's authority shall be limited to the four corners of the aforementioned agreement. Accordingly, the arbitrator shall not be allowed to alter, modify, amend, change, add to or delete any provisions of this Agreement for purposes of arbitrating the particular matter. Arbitrator's authority shall be limited exclusively to the issue presented to the arbitrator for resolution.

Section 9.2

Nothing herein shall be construed as prohibiting an aggrieved employee from handling his/her own grievance if he/she so desires, provided the Union may be present if so wishes, with the exception that only the Union may appeal grievances to the arbitration steps above, but no agreement shall be made that is contrary to any of the terms of this

Agreement.

ARTICLE 10 **SAVINGS CLAUSE**

Section 10.0

If any section, sentence, clause or phrase of this Agreement shall be held for any reason to be inoperative, void or invalid, the invalidity of the remaining portion of this Agreement shall not be affected thereby, it being the intention of the parties in adopting this Agreement that no portion thereof or provision herein shall become inoperative or fail by reason of the invalidity of any other portion or provision.

ARTICLE 11 **MANAGEMENT RIGHTS**

Section 11.0

All rights, powers and authority held by the employer pursuant to any charter, general or special statute, ordinance, regulation or practice, whether exercised or not, are retained by the Town unless specifically abridged or modified by a provision of this Agreement.

More specifically, the employer retains the sole right and prerogative to manage and direct the operations of the Town of Chester as set forth in its charter and/or by statute and among other powers will hold the right to direct the working force to hire, transfer, suspend, demote, promote, retain, discipline or discharge employees; establish reasonable rules of conduct, schedule, layoff for economic reasons, lack of work or reorganization to maintain quality and efficient operations; to determine the number of locations or facilities and or suspend any part of the employer's operations as is necessary. This provision shall not apply to any action which is the result of discrimination.

ARTICLE 12 **NON DISCRIMINATION**

Section 12.0

Neither the Town nor the Union, in carrying out their obligations under this Agreement, shall unlawfully discriminate against any employee because of race, color, creed, religion, age, national origin, sex, marital status, handicap or membership or non- membership within the Union. If a charge of discrimination is aggrieved by an employee to arbitration, the employee and Union agree to defer any filing to the Commission on Human Rights and Opportunities (CHRO) or the courts until an arbitrator has ruled on the matter.

Section 12.1

A designated representative of the Union shall be given time off not to exceed one (1)

hour per day, with pay, for investigating and handling legitimate grievances. In order to be compensated for this time off, the representative must give ample or reasonable advance notification to and receive permission from the First Selectman at the time said notice is given. The First Selectman's permission shall not be unreasonably withheld.

ARTICLE 13

WAGES

Section 13.0

Employees shall be paid at the applicable rates as shown in of this Agreement (**Appendix A**).

July 1, 2017 = 2.50%	July 1, 2020 = 2.75%
July 1, 2018 = 3.00%	July 1, 2021 = 2.75%
July 1, 2019 = 2.75%	

Section 13.1-Step Advancement

Effective July 1, 2009 and each July thereafter, all eligible bargaining unit employees shall advance one **(1)** step on their applicable wage schedule as contained herein.

Section 13.2-New Hires

It is understood and agreed upon that all new hires will start at the "Hire Rate" of their applicable wage schedule in the year that they were hired and advance accordingly thereafter.

ARTICLE 14

INSURANCE AND PENSION

Section 14.0

The Town shall provide Aetna health insurance per attached.

All full-time employees of the bargaining unit shall pay five (5) percent (%) of the premium. All part-time employees covered by Article I, Recognition Clause, shall pay fifteen (15) percent of the premium. The Town shall contribute the necessary funding to accommodate 100% of each participant's deductible for the duration of the contract.

The Town shall increase the STD and LTD limits annually to cover increased employee wages.

Section 14.1

Appendix C is an illustration list of the provided coverage.

Section 14.2

The Union recognizes the Town's right to change insurance carriers, provided that the coverage and benefits are equal to or better than currently provided and is at no additional cost to the employees. Before any change is made the Town agrees to meet and discuss said changes with the Union.

Section 14.3 - Pension Plan

Employees shall belong to the "Town of Chester Pension Plan." Details of which are contained therein. The Town shall provide a 457 deferred compensation plan for employee participation. **(Appendix B)**

Section 14.4 - Retiree Insurance

Retiring employees who are permanent full time and permanent part time and have at least ten (10) years of continuous service with the Town, and are at least sixty-two (62) years of age at retirement shall be eligible for coverage with the Town's medical benefits as provided for herein. The employee agrees to pay for fifty percent (50%) of the premium cost coverage and the Town agrees to pay for fifty percent (50%) of the premium cost coverage. Such coverage shall terminate upon receiving Medicare Coverage.

Section 14.5 - IRS 125 Plan

The Town offers a pre-tax contribution option for all employees. This employee benefit is known as a Section 125 plan. Employees electing this option shall be afforded the opportunity to make contributions toward premiums for medical insurance, dental insurance and out-of-pocket medical expenses on a pre-tax, rather than an after-tax basis.

ARTICLE 15 **DISCIPLINE**

Section 15.0

All discipline including termination shall be for just cause.

Section 15.1

All disciplinary action may be appealed through the established grievance procedure.

Section 15.2

The Town recognizes the doctrine of progressive discipline. However, the Union recognizes that the Town may deviate from the doctrine if the First Selectman feels the infraction is of a serious nature to warrant such deviation.

Progressive discipline is defined as:

- a. Verbal warning;
- b. Written warning;
- c. Suspension;
- d. Termination

Section 15.3

All disciplinary action may be appealed through the established grievance procedure.

Section 15.4

All suspensions and discharges must be stated in writing and a copy given to the Union and the employee.

Section 15.5

- a. All verbal warnings shall be removed from an employee's record after a period of two (2) years if there has been no reoccurrences of the infraction and the employee has maintained a good work record.
- b. Once an employee has satisfied the prerequisites of (a) above, the employer agrees that it will never bring up the verbal warning again.

ARTICLE 16

UNION SECURITY

Section 16.0

It shall be a condition of employment that all employees of the bargaining unit on the effective date of this Agreement shall become members of the Union in good standing, or pay a service fee equal to the legally allowable monthly dues uniformly assessed for the duration of this Agreement or any extension thereof.

Section 16.1

It shall be a condition of employment that all new employees covered by this Agreement hired after the effective date of said contract, shall, on the thirty-first (31st) day following such employment, become members of the Union in good standing, or pay a service fee equal as noted above.

Section 16.2

The Town shall deduct each pay period, union dues or service fees, uniformly assessed, from the earned wages of each employee in such amount as determined by the Union, provided that such deduction shall be made from any employee's wages except when authorized by him on an appropriate form, a signed copy of which must be filed with the Town.

Section 16.3

Such payroll deductions, as provided herein, shall normally be remitted to the Council 4 Office of the Union by the fifteenth (15th) day of the next month following the month in which such dues and/or service fees were deducted along with a list of names and address of employees from whom the deductions have been made.

Section 16.4

The Union shall hold the Town harmless from any suit, including legal fees, brought by an employee under the terms of Article 17.

Section 16.5 – Union Orientation

The Union shall have the right and opportunity to hold an orientation session with all newly hired employees. This orientation session shall be for the purpose of explaining the new employee's contractual rights and introducing him/her to the Union. The orientation will be held within fifteen (15) days of the employee's hire date and shall be during working hours at a time agreed by the employees' immediate supervisor, not to exceed one hour (1) in duration.

Section 16.6 – PEOPLE (Voluntary) The Employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the employer and the Union. The employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance. The Union agrees to hold the City harmless from any claims arising as a result of any deduction made pursuant to this subsection.

Section 16.7 – AFSCME Rep Access

The Employer agrees that Representatives of AFSCME shall be permitted to enter the premises of the employer at any reasonable time for the purpose of transacting Union business, discussing, processing or investigating filed grievances, or fulfilling the role of collective bargaining agent, provided that they do not interfere with the performance of duties.

ARTICLE 17 **SAFETY PROVISIONS**

Section 17.0

The Town shall provide at the worksite for public works employees such safety equipment and/or protective gear required to be worn by employees to meet Connecticut OSHA Safety Standards.

Section 17.1

All employees who are required to wear the safety equipment noted above because of the nature of their duties shall always wear such equipment or gear or be the subject of the disciplinary procedures found in Article 16.

Section 17.2

The Town will provide shirts and jackets to public works employees. Employees supplied uniforms will be required to wear them or be subject to the discipline procedure.

ARTICLE 18 NO STRIKE NO LOCKOUT

Section 18.0

The Town agrees that there will be no lockout of any employee or employees during the life of this Agreement. The Union agrees that during the term of this Agreement, it will not authorize, sanction or condone any strike, slowdown, or interruption of work.

ARTICLE 19 DURATION

Section 19.0

This Agreement shall become effective July 1, 2017 and shall remain in effect until June 30, 2022 and from year to year thereafter unless either party notifies the other no later than one hundred fifty (150) days from the expiration date above that it wishes to modify or change this Agreement in any manner.

Section 19.1

Upon receipt of such notice, meetings will begin as soon as possible to negotiate such changes, but no later than thirty (30) days after such notice has been received by either party.

Section 19.2


This Agreement shall remain in full force and effect during such negotiations.

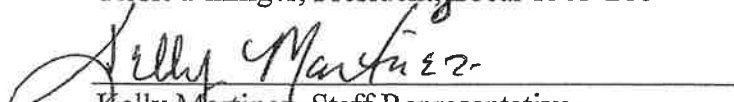
Section 19.3

This Agreement shall be subject to amendment by mutual agreement of the Union and the Town. This Agreement shall not be altered, amended or changed except in writing, signed and ratified by both parties. Such amendments shall be appended hereto and become part hereof.

IN WITNESS WHEREOF, the undersigned parties have set their hands this 19th day of August, 2017


Lauren Gister, First Selectwoman


Rosie Bininger, President, Local 1303-286


Kelly Martinez, Staff Representative

July 1, 2017

This wage schedule includes a 2.5% increase from the prior year.

July 1, 2018

This wage schedule includes a 3% increase from the prior year.

July 1, 2019

GRADE	POSITION	HIRE RATE	SIX MONTH	ONE YEAR	TWO YEAR	THREE YEAR	FOUR YEAR
15		\$ 44.14	\$ 46.82	\$ 49.58	\$ 50.04	\$ 50.55	\$ 51.06
14		\$ 42.07	\$ 44.80	\$ 47.54	\$ 48.02	\$ 48.49	\$ 48.97
13		\$ 40.06	\$ 42.76	\$ 45.47	\$ 45.93	\$ 46.38	\$ 46.84
12	Accounting Manager	\$ 38.35	\$ 40.97	\$ 43.56	\$ 44.01	\$ 44.43	\$ 44.89
11		\$ 35.76	\$ 38.14	\$ 40.61	\$ 41.02	\$ 41.40	\$ 41.83
10	DPW Foreman	\$ 32.02	\$ 34.31	\$ 36.71	\$ 37.06	\$ 37.44	\$ 37.81
9		\$ 31.06	\$ 33.16	\$ 35.32	\$ 35.69	\$ 36.04	\$ 36.40
8	Human Services Director	\$ 28.91	\$ 30.92	\$ 32.91	\$ 33.24	\$ 33.57	\$ 33.90
7		\$ 26.57	\$ 28.51	\$ 30.48	\$ 30.78	\$ 31.08	\$ 31.39
6	Assistant Town Clerk	\$ 25.15	\$ 26.87	\$ 28.65	\$ 28.92	\$ 29.22	\$ 29.52
5	Equipment Operator/Laborer	\$ 22.68	\$ 24.34	\$ 25.99	\$ 26.26	\$ 26.52	\$ 26.80
4		\$ 21.85	\$ 23.45	\$ 25.03	\$ 25.28	\$ 25.54	\$ 25.78
3		\$ 19.66	\$ 20.95	\$ 22.82	\$ 23.04	\$ 23.27	\$ 23.51
2		\$ 18.37	\$ 19.67	\$ 21.30	\$ 21.52	\$ 21.73	\$ 21.96
This wage schedule includes a 2.75% increase from the prior year.							

Appendix A
July 1, 2020

GRADE	POSITION	HIRE RATE	SIX MONTH	ONE YEAR	TWO YEAR	THREE YEAR	FOUR YEAR
15		\$ 45.35	\$ 48.11	\$ 50.94	\$ 51.42	\$ 51.94	\$ 52.46
14		\$ 43.23	\$ 46.03	\$ 48.85	\$ 49.34	\$ 49.82	\$ 50.32
13		\$ 41.16	\$ 43.94	\$ 46.72	\$ 47.19	\$ 47.66	\$ 48.13
12	Accounting Manager	\$ 39.40	\$ 42.10	\$ 44.76	\$ 45.22	\$ 45.65	\$ 46.12
11		\$ 36.74	\$ 39.19	\$ 41.73	\$ 42.15	\$ 42.54	\$ 42.98
10	DPW Foreman	\$ 32.90	\$ 35.25	\$ 37.72	\$ 38.08	\$ 38.47	\$ 38.85
9		\$ 31.91	\$ 34.07	\$ 36.29	\$ 36.67	\$ 37.03	\$ 37.40
8	Human Services Director	\$ 29.71	\$ 31.77	\$ 33.82	\$ 34.15	\$ 34.49	\$ 34.83
7		\$ 27.30	\$ 29.29	\$ 31.32	\$ 31.63	\$ 31.93	\$ 32.25
6	Assistant Town Clerk	\$ 25.84	\$ 27.61	\$ 29.44	\$ 29.72	\$ 30.02	\$ 30.33
5	Equipment Operator/Laborer	\$ 23.30	\$ 25.01	\$ 26.70	\$ 26.98	\$ 27.25	\$ 27.54
4		\$ 22.45	\$ 24.09	\$ 25.72	\$ 25.98	\$ 26.24	\$ 26.49
3		\$ 20.20	\$ 21.53	\$ 23.45	\$ 23.67	\$ 23.91	\$ 24.16
2		\$ 18.88	\$ 20.21	\$ 21.89	\$ 22.11	\$ 22.33	\$ 22.56
This wage schedule includes a 2.75% increase from the prior year.							

**Appendix
July 1, 2021**

This wage schedule includes a 2.75% increase from the prior year.

Appendix B

TOWN OF CHESTER RETIREMENT PLAN

(as amended and restated effective July 1, 2005)

Sponsored by:

**Town of Chester
203 Middlesex Avenue
Chester, CT 06412
860-526-0013**

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TOWN OF CHESTER RETIREMENT PLAN

Effective December 16, 1980, the Town of Chester (the "Employer") established the Town of Chester Retirement Plan for the benefit of its eligible Employees. The Plan, as amended from time to time, is hereby amended and restated, effective July 1, 2005, except as specifically stated herein or as otherwise required to comply with changes in the laws.

The Employer intends that the Plan, together with the Trust established hereunder, shall qualify under Sections 401(a) and 501(a) of the Internal Revenue Code of 1986, as amended. The Plan therefore shall be interpreted, wherever possible, to comply with the applicable terms of such Code and all applicable regulations and rulings issued thereunder.

ARTICLE I

Definitions

1.1 "Accrued Benefit" of a Participant shall mean, as of any date of reference, a monthly retirement benefit commencing on his or her Normal Retirement Date, or, if later, the date of reference, in the normal form of payment for an unmarried Participant, in an amount determined in accordance with the Normal Retirement Benefit formula set forth in Section 4.1.

1.2 "Accumulated Employee Contribution Benefit" shall mean the benefit payable as of a Participant's Normal Retirement Date in the normal form of benefit for an unmarried Participant which is the Actuarial Equivalent of the Participant's Employee Contributions.

1.3 "Actuarial Equivalence," "Actuarial Equivalent," or "Actuarially Equivalent" shall mean equality in value of the aggregate amounts expected to be received under different forms of payment, based on the assumptions set forth in Section 15.9(a).

1.4 "Annual Benefit" shall mean a benefit which is payable annually in the form of a straight life annuity excluding any benefits attributable to contributions by Employees, rollover contributions and assets transferred from a qualified plan not maintained by the Employer. Effective for Limitation Years ending after December 31, 2001, for purposes of applying the limitations of Article X, a benefit payable in any form other than a straight life annuity shall, except as hereinafter provided, be adjusted to a straight life annuity using the applicable mortality table described in Section 15.9(b) of the Plan and an interest assumption of 5% or the rate specified in Section 15.9(a) for determining actuarial equivalence, whichever is greater; provided, however, effective for Limitation Years beginning in 1995 and thereafter, the interest rate in Section 15.9(b) shall be substituted for 5% for purposes of adjusting any form of benefit subject to Section 417(e)(3) of the Code. No actuarial adjustment shall be made, however, for (i) the value of a qualified joint and survivor annuity, (ii) the value of benefits that are not directly related to retirement benefits (such as qualified disability benefits, pre-retirement death benefits and post-retirement medical benefits) and (iii) the value of post-retirement cost of living increases, if any, made in accordance with Section 415(d) of the Code and Section 1.415-3(c)(2)(iii) of the Treasury Regulations.

1.5 "Annuity Starting Date" shall mean the first day of the first period for which an amount is payable as an annuity or in any other form.

1.6 "Average Compensation" shall mean the average of a Participant's Compensation for a period of five (5) consecutive calendar years (or the actual number of the Participant's consecutive years of employment, if the Participant has been employed for less than five (5) consecutive calendar years) producing the highest average.

1.7 "Beneficiary" shall mean a Participant's surviving spouse or the person, designated by a Participant in accordance with Section 6.7 to receive benefits payable upon the death of the Participant.

1.8 "Board of Selectmen" shall mean the duly-elected Board of Selectmen of the Town of Chester.

1.9 "Code" shall mean the Internal Revenue Code of 1986, as amended, and rulings and regulations issued thereunder.

1.10 "Compensation" shall mean, with respect to any calendar year, the regular salary and wages paid by the Employer to the Employee for services rendered while an Employee that constitutes wages as defined in Section 3401(a) of the Code and all other payments by the Employer to an Employee for which the Employer is required to furnish the Employee a written statement under Sections 6041(d), 6051(a)(3) and 6052 of the Code, without regard to any rules under Section 3401(a) of the Code that limit the remuneration included in wages based on the nature or location of the employment or services performed.

Notwithstanding the foregoing to the contrary, for benefits accruing in Plan Years beginning after December 31, 2001, the annual Compensation of any Employee in excess of \$200,000 (as adjusted for cost-of-living increases in accordance with Section 401(a)(17)(B) of the Code) shall not be taken into account under the Plan. For purposes of determining benefit accruals in a Plan Year beginning after December 31, 2001 for any Participant who has an Hour of Service after such date, Compensation for any prior determination period shall be limited to \$200,000.

In the event Compensation is determined for a period that contains fewer than twelve (12) calendar months, the annual Compensation limit shall be an amount equal to the annual limit for the calendar year in which the period begins, multiplied by a fraction, the numerator of which is the number of calendar months in the period and the denominator of which is twelve (12).

1.11 "Credited Service" shall mean a Participant's total Years of Service.

1.12 "Early Retirement Age" shall mean the date a Participant attains age fifty-five (55) and has completed fifteen (15) Years of Service for benefit accrual purposes.

A Former Participant who separates from service after satisfying any service requirement but before satisfying the age requirement for Early Retirement Age and who thereafter reaches

the age requirement contained herein shall be entitled to receive benefits under the Plan as though the requirements for Early Retirement Age had been satisfied.

1.13 "Effective Date" shall mean July 1, 2005, unless otherwise specified herein.

1.14 "Employee" shall mean, as of the Effective Date, any person who is employed by the Employer on a permanent, full-time basis and who works a minimum of One Thousand (1,000) hours per year, including paid elected officials, non-certified employees of the Chester Board of Education and any Leased Employee deemed to be an Employee as provided in Code Section 414(n) or (o).

The determination of an individual's employment status for all purposes under the Plan shall be made by the Employer in accordance with its standard classifications and employment practices, which shall be nondiscriminatorily applied and communicated to its Employees, and without regard to the classification or reclassification of the individual by any other party.

1.15 "Employee Contributions" shall mean a Participant's own contributions made in accordance with Section 11.2, credited with interest (a) at the rate of five percent (5%) per annum compounded annually from December 16, 1980 through the last day of the Plan Year ending before the first Plan Year beginning after December 31, 1987, or to the date on which the Participant would attain Normal Retirement Age, if earlier, and (b) at the rate of one hundred twenty percent (120%) of the federal mid-term rate (as in effect under Section 1274 of the Code for the first month of each Plan Year) compounded annually from the beginning of the first Plan Year beginning after December 31, 1987, or the date the Participant began participating in the Plan, whichever is later, and ending on the date on which the determination is being made, and (c) at the interest rate used under the Plan pursuant to Section 417(e)(3) (as of the determination date) for the period beginning with the determination date and ending on the date the Participant would attain Normal Retirement Age.

1.16 "Employer" shall mean the Town of Chester, Connecticut.

1.17 "Former Participant" shall mean a person who has been a Participant, but who has ceased to be a Participant for any reason.

1.18 "Hour of Service" shall mean (a) each hour for which an Employee is directly or indirectly compensated or entitled to Compensation by the Employer for the performance of duties during the applicable computation period (these hours will be credited to the Employee for the computation period in which the duties are performed); (b) each hour for which an Employee is directly or indirectly compensated or entitled to Compensation by the Employer (irrespective of whether the employment relationship has terminated) for reasons other than performance of duties (such as vacation, holidays, sickness, jury duty, disability, lay-off, military duty or leave of absence) during the applicable computation period (these hours will be calculated and credited pursuant to Department of Labor regulation 2530.200b-2 which is incorporated herein by reference); (c) each hour for which back pay is awarded or agreed to by the Employer without regard to mitigation of damages (these hours will be credited to the Employee for the computation period or periods to which the award or agreement pertains rather than the

computation period in which the award, agreement or payment is made). The same Hours of Service shall not be credited both under (a) and (b), as the case may be, and under (c).

Notwithstanding (a) above, (i) no more than 501 Hours of Service are required to be credited to an Employee on account of any single continuous period during which the Employee performs no duties (whether or not such period occurs in a single computation period); (ii) an hour for which an Employee is directly or indirectly paid, or entitled to payment, on account of a period during which no duties are performed is not required to be credited to the Employee if such payment is made or due under a plan maintained solely for the purpose of complying with applicable workers' compensation, or unemployment compensation or disability insurance laws; and (iii) Hours of Service are not required to be credited for a payment which solely reimburses an Employee for medical or medically related expenses incurred by the Employee. Furthermore, for purposes of (b) above, a payment shall be deemed to be made by or due from the Employer regardless of whether such payment is made by or due from the Employer directly, or indirectly through, among others, a trust fund, or insurer, to which the Employer contributes or pays premiums and regardless of whether contributions made or due to the trust fund, insurer, or other entity are for the benefit of particular Employees or are on behalf of a group of Employees in the aggregate.

Hours of Service will be credited for any individual considered to be a Leased Employee pursuant to Code Section 414(n) or 414(o) and the regulations thereunder. Furthermore, the provisions of Department of Labor regulations 2530.200b-2(b) and (c) are incorporated herein by reference.

Hours of Service will be determined on the basis of the "actual" method, which means the determination of Hours of Service from records of hours worked and hours for which the Employer makes payment or for which payment is due from the Employer.

1.19 "Leased Employee" shall mean any person who is not an Employee and who provides services to the Employer if:

(a) such services are provided pursuant to an agreement between the Employer and any leasing organization;

(b) such person has performed such services for the Employer (or for the Employer and any related person within the meaning of Section 414(n) of the Code) on a substantially full-time basis for a period of at least one (1) year; and

(c) such services are performed under the primary direction or control of the Employer.

1.20 "Limitation Year" shall mean the Plan Year or any other twelve (12) consecutive month period adopted by the Town Meeting for all plans maintained by the Employer.

1.21 "Normal Retirement Age" shall mean the date of a Participant's sixty-fifth (65th) birthday.

1.22 "Participant" shall mean an Employee who is included in this Plan in accordance with Article II hereof.

1.23 "Plan" shall mean the Town of Chester Retirement Plan as set forth herein.

1.24 "Plan Administrator" shall mean the person or persons appointed by the Employer to administer the Plan in accordance with Article XII. If more than one person is designated, the Committee thus formed shall be known as the "Administrative Committee" and all references in the Plan to the Plan Administrator shall be deemed to apply to the Administrative Committee. In the absence of an appointment, the Plan Sponsor shall be the Plan Administrator.

1.25 "Plan Sponsor" shall mean the Town of Chester, Connecticut.

1.26 "Plan Year" shall mean, effective July 1, 2005, the twelve-month period beginning July 1 and ending June 30, such that the Plan Year which began December 16, 2004, shall be a short Plan Year ending June 30, 2005. Before December 16, 2004, Plan Year means the twelve-month period beginning each December 16.

1.27 "Retirement Board" shall mean a committee of not less than five (5) individuals who shall be appointed by the Board of Selectmen to act as trustees of the Trust. At least one member of the Retirement Board shall also be a member of the Board of Finance of the Town of Chester.

1.28 "Terminated Participant" shall mean a Participant who has ceased to be employed by the Employer prior to his or her Normal Retirement Date for any reason other than early retirement, Total and Permanent Disability or death.

1.29 "Total and Permanent Disability" shall mean a physical or mental condition of a Participant resulting from bodily injury, disease, or mental disorder which renders the Participant incapable of continuing any gainful occupation and constitutes total disability under the federal Social Security Act.

1.30 "Trust" shall mean the Town of Chester Retirement Plan Trust maintained by the Employer pursuant to Section 11.3, and the terms of which are set forth under Article XIV.

1.31 "Trustee" shall mean the trustee or trustees of the Trust. As of the Effective Date, the trustees are the duly-appointed members of the Retirement Board.

1.32 "Trust Fund" shall mean the property held in the Trust for the benefit of the Participants and their Beneficiaries.

1.33 "Year of Service" shall mean a computation period of twelve (12) consecutive months, herein set forth, and during which an Employee has completed at least 1,000 Hours of Service.

For purposes of eligibility for participation, the initial computation period shall begin with the date on which the Employee first performs an Hour of Service ("employment commencement date"). The initial eligibility computation period beginning after a break in service shall be measured from the date on which an Employee again performs an Hour of Service. All succeeding computation periods shall begin on the anniversary of the Employee's employment commencement date. For vesting purposes, and all other purposes not specifically addressed in this Section, the computation period shall be the Plan Year.

If there is a short Plan Year, the following rules shall apply: (a) in determining whether an Employee has completed a Year of Service for benefit accrual purposes in the short Plan Year, the number of Hours of Service required shall be proportionately reduced based on the number of days in the short Plan Year; (b) the determination of whether an Employee has completed a Year of Service for vesting and eligibility purposes shall be made in accordance with Department of Labor regulation Section 2530.203-2(c).

ARTICLE II Participation

2.1 Date of Participation. Each Employee who was a Participant on the Effective Date shall continue to participate in accordance with the terms of the Plan. Each other Employee shall become a Participant in the Plan on the first day of the month coinciding with or next following the date on which the Employee meets the requirements of Section 2.2, provided he or she is still in the employ of the Employer as of such date.

2.2 Participation Requirements. Each Employee who has completed three (3) Years of Service, attained age 21, and elected to make contributions required under Section 11.2 shall be eligible to participate in the Plan.

2.3 Reemployed Employee.

(a) A Former Participant who returns to the employ of the Employer shall resume participation as of his or her date of reemployment.

(b) A former Employee who had satisfied the participation requirements as of the date he or she ceased to be employed by the Employer, shall become a Participant as of his or her date of reemployment, or, if later, the date that the Employee would have otherwise entered the Plan had the Employee not terminated employment.

(c) A former Employee who ceased to be employed by the Employer before he or she met the requirements of Section 2.2, shall become a Participant in the Plan on the first day of the month coinciding with or next following the date on which he or she meets the requirements of Section 2.2 (taking account of his or her prior service), provided he or she is still in the employ of the Employer as of such date.

2.4 Election Not to Participate. An Employee may elect voluntarily not to participate in the Plan. The election not to participate, however, shall be irrevocable and must be

communicated to the Employer, in writing and on a form prescribed for this purpose by the Plan Administrator, within a reasonable period of time before the Employee first becomes eligible under this Plan or any other plan of the Employer to receive benefit accruals or other benefits (including no benefits) under such plans.

ARTICLE III

Retirement Dates

3.1 Normal Retirement Date. The Normal Retirement Date of each Participant shall be the date he or she attains Normal Retirement Age.

3.2 Early Retirement Date. The Early Retirement Date of each Participant shall be the date he or she attains Early Retirement Age, or any date thereafter, provided such later date is prior to his or her Normal Retirement Date.

3.3 Deferred Retirement Date. A Participant may continue his or her employment beyond his or her Normal Retirement Date. The date of such Participant's actual retirement shall be referred to as his or her Deferred Retirement Date.

ARTICLE IV

Benefits

4.1 Normal Retirement Benefit. A Participant who retires on his or her Normal Retirement Date shall be entitled to a monthly benefit ("Normal Retirement Benefit") determined as follows:

(a) if the Participant retires prior to December 16, 2002, an amount determined in accordance with the terms of the Plan as in effect on December 15, 2002.

(b) if the Participant retires after December 15, 2002, an amount equal to one twelfth (1/12) of one and one-quarter percent (1.25%) of the Participant's Average Compensation determined as of his or her Normal Retirement Date, multiplied by the Participant's Credited Service as of such date.

The monthly Normal Retirement Benefit of a Participant who retires after December 15, 2002, shall not be less than the Participant's Accrued Benefit as of such date.

4.2 Early Retirement Benefit. A Participant retiring on an Early Retirement Date shall be entitled to a monthly benefit ("Early Retirement Benefit") equal to his or her vested Accrued Benefit determined as of his or her Early Retirement Date. If the Participant elects to receive his or her Early Retirement Benefit as of any date commencing before his or her Normal Retirement Date, then the Early Retirement Benefit will be reduced by 1/15 for each of the first five years and then 1/30 for each of the next five years (and actuarially thereafter) that the Early Retirement Date precedes the Normal Retirement Date.

4.3 Deferred Retirement Benefit. Subject to the provisions of Section 15.10, a Participant retiring on a Deferred Retirement Date shall be entitled to a monthly benefit ("Deferred Retirement Benefit") equal to the greater of his or her continued accruals or the Actuarial Equivalent of his or her Accrued Benefit, determined as of his or her Deferred Retirement Date.

A Participant who does not retire on his or her Normal Retirement Date, but who continues in the employ of the Employer, shall, with respect to each Plan Year ending after his or her Normal Retirement Date, accrue a benefit in accordance with this Section 4.3 reduced, but not below the Participant's Accrued Benefit for the prior Plan Year, by the Actuarial Equivalent of the total benefit distributions made to the Participant by the close of the Plan Year.

4.4 Disability Retirement Benefit. If a Participant becomes Totally and Permanently Disabled prior to retirement or separation from service, and such condition continues for a period of six (6) months and by reason thereof such Participant's status as an Employee ceases, then said disabled Participant shall be entitled to a monthly benefit ("Disability Retirement Benefit") equal to his or her vested Accrued Benefit, determined as of the date such Participant's employment with the Employer is terminated due to the Participant's Total and Permanent Disability.

In the event of a Terminated Participant's Total and Permanent Disability subsequent to termination of employment, such Terminated Participant (or the Terminated Participant's Beneficiary) shall be entitled to receive a distribution of the Actuarial Equivalent of such Terminated Participant's vested Accrued Benefit.

In the event of a Participant's Total and Permanent Disability, the Plan Administrator shall direct the commencement of the benefits payable hereunder in accordance with Articles V, VI and VIII as though the Participant had retired or commenced a Vested Deferred Benefit, whichever applies.

4.5 Vested Deferred Benefit.

(a) Vested Deferred Benefit. A Terminated Participant shall be entitled to receive a monthly benefit ("Vested Deferred Benefit") equal to the vested percentage of the Participant's Accrued Benefit as of his or her separation from service date, payable as of his or her Normal Retirement Date. The Participant shall be 100% vested at all times in his or her Accumulated Employee Contribution Benefit, and the vested percentage of his or her Accrued Benefit derived from Employer contributions shall be 100%, if the Participant is credited with at least 5 Years of Service for vesting purposes, or zero percent, if the Participant has fewer such Years of Service.

A Participant's Deferred Vested Benefit shall be payable on his or her Normal Retirement Date. A Participant may elect to receive his or her Deferred Vested Benefit payable in any of the normal or optional forms of payment under Article V or Article VI, however, commencing as soon as administratively feasible after his or her separation from service.

(b) Forfeitures. A Terminated Participant who is not credited with at least 5 Years of Service, as of his or her termination of employment date shall, solely for purposes of determining the date as of which he or she shall forfeit his or her Accrued Benefit, be deemed to have received a lump sum payment of such Accrued Benefit as of his or her termination of employment date. Such Terminated Participant shall forfeit his or her Accrued Benefit as of such date.

ARTICLE V

Normal Forms of Benefit

5.1 Unmarried Participants. If a Participant is not legally married on his or her Annuity Starting Date, then such Participant's Normal Retirement Benefit shall be paid in the form of a Life Annuity with Ten Years Certain, commencing as of his or her Normal Retirement Date. The Life Annuity with Ten Years Certain shall be an annuity payable monthly to the Participant during his or her lifetime with the guarantee that one hundred and twenty (120) monthly benefit payments will be made. If the Participant dies prior to the receipt of the guaranteed monthly payments, the balance of the guaranteed monthly payments will be paid to the Participant's Beneficiary and will continue until the total monthly payments have been made to the Participant and his or her Beneficiary. If there is no Beneficiary living at the death of the Participant, the balance of the guaranteed monthly payments that would otherwise have been payable to the Participant's Beneficiary shall be paid to the Participant's estate. If the Beneficiary survives the Participant but dies before the remainder of the guaranteed payments have been made, the balance of such payments shall be paid in a lump sum to the Beneficiary's estate. A Participant may elect to waive the Life Annuity with Ten Years Certain in the manner set forth in Section 6.1, and elect an optional form of benefit payment described in Article VI.

5.2 Married Participants. If a Participant is legally married on his or her Annuity Starting Date, then his or her Normal Retirement Benefit shall be paid in the form of a Qualified Joint and Survivor Annuity commencing as of his or her Normal Retirement Date. The Qualified Joint and Survivor Annuity shall be an annuity payable monthly for the life of the Participant, with a survivor annuity payable monthly for the further life of his or her spouse that is equal to fifty percent (50%) of the amount of the annuity payable during the joint lives of the Participant and his or her spouse. The Qualified Joint and Survivor Annuity shall be the Actuarial Equivalent of the Life Annuity with Ten Years Certain. A Participant may elect to waive the Qualified Joint and Survivor Annuity in the manner set forth in Section 6.1 and elect an optional form of benefit payment described in Article VI.

ARTICLE VI

Optional Forms of Benefit

6.1 Election of Optional Form. In lieu of receiving the applicable normal form of benefit payment described in Article V, a Participant may elect an optional form of benefit described in this Article VI, which shall be the Actuarial Equivalent of the form of benefit that would be provided in the absence of such election. An election shall be effective if made in writing and delivered to the Plan Administrator during the ninety (90) day period ending on the Annuity Starting Date. In the event a Participant dies before his or her Annuity Starting Date,

any election made pursuant to this Article shall be void, and any death benefit payable with respect to such Participant shall be determined in accordance with the applicable provisions of Article VII.

6.2 Joint and Survivor Option. A Participant who elects a Joint and Survivor option shall receive an actuarially adjusted benefit during his or her lifetime so that following the Participant's death, payment of a pension in an amount equal to fifty percent (50%), seventy-five percent (75%) or one hundred percent (100%) of the Participant's actuarially reduced benefit, whichever he or she elects, shall continue to the Participant's designated Beneficiary for the life of the Beneficiary. If the Beneficiary dies prior to the commencement of benefits to the Participant, then the Participant's election under this Section shall be void and the Participant shall be entitled to his or her normal form of benefit under the Plan. If the Beneficiary dies after the commencement of the Participant's benefits under this Plan, then the Participant shall receive only the reduced amount of benefits provided under this option.

6.3 Life Annuity Option. A Participant who elects the Life Annuity option shall receive an actuarially adjusted benefit, payable monthly during his or her lifetime and ending on his or her death.

6.4 Life Annuity With Ten Years Certain Option. A married Participant may elect a Life Annuity with a Ten Year Term Certain option, which is the normal form of payment for a single Participant described in Section 5.1, and which shall provide for a benefit payable to the Participant during his or her lifetime with the guaranty of one hundred twenty (120) monthly benefit payments. If this option is elected and the Participant dies prior to the receipt of the guaranteed monthly payments, then the balance of the guaranteed monthly payments shall be paid to the Participant's designated Beneficiary and shall continue until the total guaranteed monthly payments have been made to the Participant and his or her Beneficiary.

6.5 Lump Sum Benefit. A Participant may elect to receive his or her entire nonforfeitable Accrued Benefit in the form of a lump sum cash distribution. Such lump sum benefit shall be the Actuarial Equivalent of the normal form of benefit payable under the Plan commencing on the Participant's Normal Retirement Date.

6.6 Cash-Out of Small Accrued Benefits. Notwithstanding any provision of the Plan to the contrary, if the present value of the entire nonforfeitable Accrued Benefit payable with respect to a Participant does not exceed the applicable cash-out amount as of the Annuity Starting Date, then such benefit shall be paid in the form of an immediate lump sum cash distribution as soon as practicable following the Participant's termination of employment, retirement date, or death, as the case may be. The term "applicable cash-out amount" means One Thousand Dollars (\$1,000) on and after March 28, 2005.

6.7 Beneficiary Designation. Each Participant may from time to time, by completing and signing a form furnished by the Plan Administrator, designate any person or persons (who may be designated concurrently or contingently) to receive benefits under the Plan following the Participant's death. Each Beneficiary designation shall revoke all prior designations by the Participant and shall be effective only when filed in writing with the Plan Administrator during

the Participant's lifetime. If a Participant has designated his or her spouse as Beneficiary, then a divorce decree or legal separation that relates to such spouse shall revoke the Participant's designation unless the decree or a qualified domestic relations order, as defined in Code Section 414(p), provides otherwise.

In the event no valid designation of Beneficiary exists or there is no Beneficiary living at the death of the Participant, the death benefit payable to the Participant's Beneficiary pursuant to Article VII shall be paid to the Participant's surviving spouse; and if the Participant is not survived by a spouse, to the Participant's children, including adopted children, per stirpes; and if the Participant is not survived by a spouse or any children, then to the Participant's surviving parents, in equal shares; and if the Participant is not survived by a spouse, any children or any parent, to the Participant's estate.

If a Beneficiary dies after the Participant, but before distribution of the death benefit, then the death benefit will be paid to the Beneficiary's estate.

ARTICLE VII

Death Benefits

7.1 Death Before Annuity Starting Date. If a Participant who has a nonforfeitable benefit under the Plan dies before his or her Annuity Starting Date, then his or her surviving spouse or other designated Beneficiary shall be entitled to receive a death benefit that is actuarially equivalent to the Participant's vested Accrued Benefit, as follows:

(a) The normal form of death benefit shall be a lump sum, payable at the election of the Beneficiary as soon as administratively feasible following the Participant's death, or as of the first day of any month thereafter (but not later than distributions are otherwise required to begin by the Plan and applicable law).

(b) In lieu of a lump sum, the death benefit may be paid in any optional form made available under Article VI. The optional form of distribution may be elected by the Participant, or, if no optional form is elected by the Participant prior to death, by the Beneficiary.

(c) If the Participant is married on the date of death, and his or her Beneficiary is the Participant's surviving spouse, then the death benefit paid to the surviving spouse shall not be less than the Actuarial Equivalent of the qualified pre-retirement survivor annuity described in Section 7.2.

7.2 Qualified Pre-Retirement Survivor Annuity. The qualified pre-retirement survivor annuity shall be an annuity payable monthly for the life of a Participant's surviving spouse under which payments to the surviving spouse are one hundred percent (100%) of the amount that would have been payable to the Participant assuming:

(a) in the case of a Participant who dies after having attained his or her earliest retirement age under the Plan, such Participant had retired on the day before his or her death with an immediate Qualified Joint and Survivor Annuity; or

(b) in the case of any other Participant, such Participant had (i) separated from service with the Employer on the earlier of the day of his or her actual separation or death, (ii) survived to the date on which he or she would have met the requirements to elect early retirement, (iii) retired with an immediate Qualified Joint and Survivor Annuity on said date, and (iv) died on the day after the day on which he or she would have met the requirements to elect retirement.

Except as provided in Section 15.10, payment of the qualified preretirement survivor annuity shall commence, at the election of the Beneficiary, with the first day of any month following the later of the date of the Participant's death or the earliest day on which the Participant would have met the requirements to elect early retirement. If the Beneficiary does not make an election, payment of such benefit will commence at the time the Participant would have attained Normal Retirement Age. Notwithstanding the foregoing, the Beneficiary may elect a later commencement date.

7.3 Death After Annuity Starting Date. Upon the death of a Participant after his or her Annuity Starting Date, the form in which his or her benefit is paid shall determine the amount, if any, and the form of death benefit payable with respect to such Participant.

ARTICLE VIII Distributions

8.1 Distributions to Participants and Beneficiaries. Except as otherwise specifically stated herein, the following rules shall apply to the distribution of benefits under this Plan:

(a) If the present value of the nonforfeitable portion of a Participant's Accrued Benefit is equal to or less than the applicable cash-out amount as defined in Section 6.6, then the Participant (or his or her Beneficiary) shall receive distribution of his or her Accrued Benefit in the form of an immediate lump sum as soon as practicable after his or her separation from service date.

(b) If the present value of the nonforfeitable portion of a Participant's Accrued Benefit exceeds the applicable cash-out amount as defined in Section 6.6, then the Participant (or his or her Beneficiary) may elect in writing on the form provided by the Plan Administrator, to commence distribution as of the first day of any month following his or her Normal Retirement Date (subject to the restrictions of this Section and Section 15.10) or, if the Participant satisfies the requirements for an Early Retirement Benefit set forth in Section 4.2, as of the first day of any month on or after his or her Early Retirement Date.

(c) Unless a Participant otherwise elects, in no event shall the distribution of benefits to such Participant commence later than the sixtieth (60th) day after the latest of

(i) the close of the Plan Year in which occurs the date on which the Participant attains his or her sixty-fifth (65th) birthday, (ii) the close of the Plan Year in which occurs the tenth (10th) anniversary of the year in which the Participant commenced participation in the Plan, or (iii) the close of the Plan Year in which the Participant ceases to be employed by the Employer.

ARTICLE IX

Direct Rollovers

9.1 Eligibility. A Participant who is entitled to receive a lump sum payment from the Plan may elect to have such payment (or portion thereof not less than \$500) made directly to an individual retirement account described in Section 408(a) of the Code, an individual retirement annuity described in Section 408(b) of the Code (other than an endowment contract), a trust described in Section 401(a) of the Code which is exempt from tax under Section 501(a) of the Code and which is part of a defined contribution plan described in Section 414(i) of the Code that permits rollover contributions, or an annuity plan described in Section 403(a) of the Code.

An alternate payee who is entitled to receive a lump sum payment from the Plan pursuant to a qualified domestic relations order and who is the spouse or a former spouse of a Participant may make an election pursuant to the preceding paragraph as if such alternate payee were the Participant.

A surviving spouse who is entitled to receive a lump sum payment from the Plan by reason of the Participant's death may elect to have such payment (or a portion thereof not less than \$500.00) made directly to an individual retirement account described in Section 408(a) of the Code or an individual retirement annuity described in Section 408(b) of the Code.

The preceding provisions of this Section shall apply only to the extent payment to the Participant, alternate payee, or surviving spouse, as the case may be, is not required under Section 15.10.

This paragraph shall apply to distributions made after December 31, 2001. A Participant may elect to have a lump sum payment (or portion thereof not less than \$500) made directly to an individual retirement account, individual retirement annuity, trust or annuity plan described in the first paragraph of this Section 9.1, or to an annuity contract described in Code Section 403(b) or an eligible plan under Code Section 457(b) which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from this Plan. Notwithstanding the foregoing provisions of this section to the contrary, a Participant's surviving spouse, or spouse or former spouse who is the alternate payee under a qualified domestic relations order, as defined in Code Section 414(p), may make an election pursuant to this section as if such spouse were the Participant with respect to a lump sum payment to which such spouse is entitled.

For purposes of this Article, a portion of a distribution shall not fail to be an eligible rollover distribution merely because the portion consists of after-tax employee contributions

which are not includible in gross income. However, such portion may be paid only to an individual retirement account or annuity described in Section 408(a) or (b) of the Code, or to a qualified defined contribution plan described in Section 401(a) or 403(a) of the Code that agrees to separately account for amounts so transferred, including separately accounting for the portion of such distribution which is includible in gross income and the portion of such distribution which is not so includible.

9.2 Notice. Except as hereinafter provided, no earlier than ninety (90) days and no later than thirty (30) days before a lump sum payment is to be made under the Plan, the Plan Administrator shall provide the Participant, alternate payee, or surviving spouse, as the case may be, with a written explanation of -

(a) the rules under which he or she may elect a payment pursuant to this Article ("direct rollover");

(b) the legal requirement that federal income tax be withheld from the payment if he or she does not elect a direct rollover;

(c) the rules under which the amount that he or she actually receives will not be subject to federal income tax if such amount is transferred ("rolled over") within sixty (60) days after being received pursuant to Section 402(c) of the Code; and

(d) the rules, if applicable, for receiving special income tax averaging, or capital gain treatment, under Section 402(d) of the Code.

The Plan Administrator may provide the explanation required by this Section more than ninety (90) days before an eligible rollover distribution is to be made, if the following conditions are met:

(aa) the Plan Administrator provides the Participant, alternate payee, or surviving spouse, as the case may be, with a summary of the explanation required by this Section, within the time period set forth in this Section, that -

(1) sets forth the principal provisions of the explanation required by this Section;

(2) refers the individual to the most recent version of such explanation (and, with respect to an explanation that is provided in any document containing information in addition to the explanation, identify that document and provide a reasonable indication of where the explanation may be found within that document); and

(3) informs the individual that, upon request to the Plan Administrator, a copy of such explanation shall be provided without charge; and

(bb) if, after receiving the summary described in subsection (aa) above, the Participant, alternate payee, or surviving spouse, as the case may be, requests a copy of the explanation required by this Section, the Plan Administrator provides such copy to the individual without charge no less than thirty (30) days before the date an eligible rollover distribution is to be made, subject to the provisions of the final paragraph of this Section regarding waiver of that thirty (30) day period.

The Plan Administrator shall provide the explanation required by this Section (and the summary of the explanation permitted by subsection (aa)) either on a written paper document or through an electronic (or telephonic, in the case of the summary) medium that is reasonably accessible to the Participant, alternate payee, or surviving spouse, as the case may be. An electronic explanation (or summary) and a telephonic summary shall be provided under a system that satisfies the following conditions:

(cc) the system shall be reasonably designed to provide the explanation or summary in a manner no less understandable to the individual than a written paper document;

(dd) at the time the explanation or summary is provided, the individual shall be advised that he or she may request and receive the explanation on a written paper document at no charge; and

(ee) upon request by an individual, the Plan Administrator shall provide the explanation on a written paper document to such individual at no charge.

If an individual, after receiving the explanation or summary required by this Section, affirmatively elects to make or not make a direct rollover, an eligible rollover distribution may be made less than thirty (30) days after the date such explanation or summary was given, provided the Plan Administrator has informed such individual, by any method reasonably designed to attract the attention of such individual, of his or her right to a period of at least thirty (30) days to make such election.

9.3 Election. An election pursuant to this Article shall be made in such manner and at such time as the Plan Administrator shall prescribe and shall include:

(a) the name of the individual retirement account or plan receiving the direct rollover;

(b) a statement that such account or plan is eligible to receive a direct rollover; and

(c) any other information necessary to permit a direct rollover by the means selected by the Plan Administrator.

ARTICLE X
Limitation on Benefits

10.1 Limitation For Defined Benefit Plans. The benefits with respect to a Participant, when expressed as an Annual Benefit, shall not exceed the lesser of (i) One Hundred Sixty Thousand Dollars (\$160,000) for Limitation Years ending after December 31, 2001, as adjusted from time to time by the Secretary of the Treasury under Code Section 415(d) (Ninety Thousand Dollars (\$90,000) for Limitation Years ending on or before December 31, 2001); and (ii) one hundred percent (100%) of the Participant's Highest Average Compensation, subject, however, to the following adjustments:

(a) If the benefit begins before age sixty-two (62), the limitation under clause (i), as reduced by Section 10.2, if applicable, shall be the actuarial equivalent of such limitation beginning at age sixty-two (62). For purposes of making the adjustment required under this subsection, actuarial equivalence shall be determined by using the applicable mortality table described in Section 15.9(b) of the Plan and an interest rate assumption of 5% or the rate specified in Section 15.9(a) of the Plan, whichever is greater.

(b) If the benefit begins after age sixty-five (65), the limitation under clause (i), as reduced by Section 10.2, if applicable, shall be the actuarial equivalent of such limitation beginning at age sixty-five (65). For purposes of making the adjustment required under this subsection, actuarial equivalence shall be determined by using the applicable mortality table described in Section 15.9(b) of the Plan and an interest rate assumption of 5% or the rate specified in Section 15.9(a) of the Plan, whichever is less.

If the benefit which a Participant would otherwise accrue, when expressed as an Annual Benefit, would exceed the limitation prescribed by this Section, the rate of accrual shall be reduced to the extent necessary to comply with said limitation.

If a Participant is or has ever been covered under one or more other qualified defined benefit plans maintained by the Employer, the sum of the benefits from the Plan and all such other plans, when expressed as an Annual Benefit, shall not exceed the limitation prescribed by this Section. If the sum of the benefits which a Participant would otherwise accrue would exceed the limitation prescribed by this Section, the rate of accrual under this Plan shall be reduced to the extent that if the rate of accrual under the Plan and each such other plan was reduced proportionately the limitation prescribed by this Section would be satisfied.

In the case of an individual who was a Participant in the Plan or in one or more other qualified defined benefit plans of the Employer as of the first day of the first Limitation Year beginning after December 31, 1986, the limitation prescribed by this Section shall not be less than the individual's Accrued Benefit, when expressed as an Annual Benefit, under this Plan and all such other qualified defined benefit plans as of the end of the last Limitation Year beginning before January 1, 1987, disregarding any changes in the terms and conditions of the plans after May 5, 1986, and any cost of living adjustments occurring after May 5, 1986. The preceding sentence shall apply only if the Plan and all such other qualified defined benefit plans met the

requirements of Section 415 of the Code, as in effect for all Limitation Years beginning before January 1, 1987.

The above limitations (as modified by Sections 10.2 through 10.7) are intended to comply with the provisions of Code Section 415, as amended, so that the maximum benefits provided by all plans of the Employer shall be exactly equal to the maximum amounts allowed under Code Section 415 and regulations thereunder. If there is any discrepancy between the provisions of this Article and the provisions of Code Section 415 and regulations thereunder, such discrepancy shall be resolved in such a way as to give full effect to the provisions of Code Section 415.

Benefit increases resulting from the increase in the limitations of Code Section 415(b) effective for Limitation Years ending after December 31, 2001, will be provided to all current and former Participants (with benefits limited by Section 415(b)) who have an accrued benefit under the Plan immediately prior to the effective date (other than an accrued benefit resulting from a benefit increase solely as a result of the increases in limitations under Section 415(b)).

10.2 Reduction For Less Than Ten (10) Years of Service. In the case of a Participant who has less than ten (10) Years of Service at the time the Participant begins to receive retirement benefits under the Plan, the benefit limitation described in Section 10.1 shall be reduced by multiplying such limitation by a fraction, the numerator of which is the number of the Participant's Years of Service as of, and including, the current Limitation Year and the denominator of which is ten (10).

10.3 Annual Benefits Not in Excess of Ten Thousand Dollars (\$10,000). The benefits payable with respect to a Participant, when expressed as an Annual Benefit, shall not be considered to exceed the limitation on benefits described in Section 10.1 if:

(a) the retirement benefits derived from Employer contributions payable with respect to the Participant under the Plan and all other qualified defined benefit plans of the Employer do not in the aggregate exceed Ten Thousand Dollars (\$10,000) for the Limitation Year; and

(b) the Employer has not at any time, either before or after the effective date of Section 415 of the Code, maintained a qualified defined contribution plan in which the Participant participated.

10.4 Adjustment to Dollar Limitation. Effective January 1, 1988, and annually thereafter the dollar limitation in effect under Section 10.1, shall be automatically adjusted for increases in the cost of living in accordance with regulations promulgated under Section 415(d) of the Code. Such adjustment shall apply to the Limitation Year ending within the calendar year of the effective date of such adjustment.

10.5 Combining and Aggregating Plans. For purposes of applying the benefit limitations described in this Article:

(a) all qualified defined benefit plans (without regard to whether a plan has been terminated) ever maintained by the Employer shall be treated as one defined benefit plan; and

(b) all qualified defined contribution plans (without regard to whether a plan has been terminated) ever maintained by the Employer shall be treated as one defined contribution plan.

10.6 Definition of Compensation. For purposes of applying the limitations of this Article, the term "compensation" shall mean, with respect to a Limitation Year, the total compensation paid by the Employer to an Employee for services rendered while an Employee that constitutes wages as defined in Section 3401(a) of the Code, and all other payments by the Employer to an Employee for services rendered while an Employee for which the Employer is required to furnish the Employee a written statement under Sections 6041(d) and 6051(a)(3) of the Code, without regard to any rules that limit the remuneration included in wages based on the nature or location of the employment or services performed. Notwithstanding the foregoing to the contrary, with respect to Limitation Years beginning after December 31, 1997, "compensation" shall include any elective deferrals within the meaning of Section 402(g)(3) of the Code and any amount which is contributed or deferred by the Employer at the election of an Employee and which is not includable in the gross income of the Employee by reason of Section 125 or 457 of the Code, and, for Limitation Years beginning on or after January 1, 2001, Section 132(f)(4). For Limitation Years beginning prior to January 1, 1998, compensation shall exclude such amounts.

10.7 Certain Contributions Treated as Annual Additions. For purposes of this Article:

(a) amounts derived from contributions which are paid or accrued in taxable years ending after December 31, 1985, and which are attributable to post-retirement medical benefits allocated to the separate account of a key employee (as defined in Section 419A(d)(3) of the Code) under a welfare benefit fund (as defined in Section 419(e) of the Code) maintained by the Employer, shall be treated as annual additions to a defined contribution plan; and

(b) contributions allocated after March 31, 1984, to an individual medical account (as defined in Section 415(e)(1) of the Code) which is part of this or any other defined benefit plan maintained by the Employer shall be treated as annual additions to a defined contribution plan.

10.8 Restricted Benefits to Certain Participants.

(a) Notwithstanding any provision of the Plan to the contrary, in the event the Plan is terminated, the benefit payable with respect to a Participant who is an active or former highly compensated employee (within the meaning of Code Section 414(q)) shall be limited to a benefit that is nondiscriminatory under Code Section 401(a)(4).

(b) Except as hereinafter provided, the annual payments with respect to a Participant who is one of the twenty-five (25) most highly compensated active or former highly compensated employees (within the meaning of Code Section 414(q)) shall not exceed an amount equal to the annual payments that would be made with respect to such Participant under:

(i) a straight life annuity that is the Actuarial Equivalent of the Participant's Accrued Benefit and any other benefits to which he or she is entitled under the Plan (other than a Social Security supplement within the meaning of Treasury Regulation Section 1.411(a)-7(c)(4)(ii)); and

(ii) the payments to which such Participant is entitled under a Social Security supplement within the meaning of Treasury Regulation Section 1.411(a)-7(c)(4)(ii).

(c) The foregoing provisions of this Section shall not apply if:

(i) the value of the Plan's assets equals or exceeds one hundred ten percent (110%) of the value of the Plan's current liabilities (as defined in Code Section 412(l)(7)), determined as of the same date, after payment has been made to a Participant described above of all benefits to which he or she is entitled under the Plan;

(ii) the value of the benefits to which a Participant described above is entitled under the Plan is less than one percent (1%) of the value of current liabilities (as defined in Code Section 412(l)(7)) before such benefits are distributed; or

(iii) the value of the benefits to which a Participant described above is entitled under the Plan does not exceed the applicable cash-out amount (within the meaning of Section 6.6).

ARTICLE XI

Contributions

11.1 Employer Contributions. The Employer shall from time to time contribute to the Trust such amounts as are actuarially determined to be sufficient to provide the benefits under the Plan.

11.2 Employee Contributions. Each Participant shall be required to make contributions to this Plan, at a rate equal to two percent (2%) of the Participant's Compensation; provided that contributions under this Section 11.2 may not be required for collectively bargained Employees.

Employee Contributions shall be at all times fully vested. Withdrawals of Employee Contributions are not permitted prior to termination of employment.

Employee Contributions made in Plan Years beginning prior to January 1, 1994 will be treated as employer-provided for purposes of the Section 401(a)(4) Regulations. Employee Contributions made on or after June 11, 2004, while designated as Employee contributions, shall be paid by the Employer in lieu of contributions by the Employee, pursuant to Code Section 414(h)(2).

11.3 Trust. In order to establish a funding medium to carry out the provisions of the Plan, the Employer shall maintain a Trust with one or more persons serving as Trustee, which the Board of Selectmen shall appoint. Such Trust shall be part of the Plan and shall provide that the corpus and income thereof shall not be used for or diverted to, purposes other than the exclusive benefit of the Participants and their beneficiaries.

11.4 Erroneous Employer Contributions. All contributions by the Employer are conditioned upon the qualification of the Plan under the Code including any amendments to the Plan, and upon their deductibility under Code Section 404. Upon the request of the Employer, any contribution (a) made by reason of a mistake of fact, (b) conditioned upon initial qualification of the Plan or upon qualification of the Plan as amended, or (c) for which a deduction is disallowed under Code Section 404 shall be returned to the Employer within one (1) year of the mistaken payment of the contribution, the date of denial of qualification, or disallowance of the deduction, as the case may be. The amount that may be returned to the Employer is the excess of the amount contributed over the amount that would have been contributed had there not occurred a mistake of fact or a mistake in determining the deduction. Earnings attributable to any excess contribution shall not be returned to the Employer, but losses attributable thereto shall reduce the amount that may be returned.

11.5 Application of Forfeitures. All forfeitures arising from terminations of employment shall be applied to reduce the Employer's contributions, and no such amounts shall in any event be applied to increase the benefits any Participant would otherwise receive under the Plan at any time prior to the termination of the Plan.

ARTICLE XII

Plan Administration

12.1 Appointment of Plan Administrator. The Employer may appoint a person or persons to administer the Plan. If a Plan Administrator is not appointed, then the Plan Sponsor shall be the Plan Administrator. If more than one (1) person is appointed, they shall be known as the Administrative Committee. Any Administrative Committee shall act by a majority of its members and such action may be taken either by a vote at a meeting or in a writing without a meeting. Any member may participate in a meeting by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other. If an Administrative Committee is appointed, all references in the Plan to the Plan Administrator shall be deemed to refer to the Administrative Committee. Any action of the Administrative Committee may be taken without a meeting if all members of the Administrative Committee sign consents setting forth the action taken or to be taken, at any time before or after the intended effective date of such action.

12.2 Resignation and Removal. The Plan Administrator, or any member of the Administrative Committee, may resign at any time by delivering to the Employer a written notice of resignation, to take effect at a date specified therein, which shall not be less than thirty (30) days after the delivery thereof, unless such notice shall, in writing, be waived by the Employer.

The Plan Administrator or any member of the Administrative Committee shall serve at the pleasure of the Employer and may be removed by delivery of written notice of removal, to take effect at a date specified therein.

The Employer, upon receipt of a written notice of resignation or delivery of a written notice of removal of the Plan Administrator or any member of the Administrative Committee, shall appoint a successor. In the event the Employer fails to appoint a Plan Administrator or a successor, the Plan Sponsor shall serve as the Plan Administrator until a Plan Administrator or a successor has been appointed. In the event the Employer fails to appoint a successor to serve as a member of the Administrative Committee, the remaining members of the Administrative Committee shall constitute the Administrative Committee, provided if there is only one remaining member such individual shall serve as the Plan Administrator.

12.3 Plan Administrator. The Plan Administrator shall be a named fiduciary within the meaning of Section 402(a)(2) of ERISA and shall have the following powers and complete discretionary authority to control and manage the operation and administration of the Plan:

- (a) to determine all questions concerning the eligibility of Employees to participate in and receive benefits under the Plan;
- (b) to compute the amount of benefits payable to any Participant or other person;
- (c) to authorize and direct the Trustees with respect to payment of benefits;
- (d) to interpret the provisions of the Plan and to make rules and regulations for the administration of the Plan;
- (e) to maintain all the necessary records for the administration of the Plan;
- (f) to employ or retain counsel, accountants, actuaries or such other consultants as may be required to assist in administering the Plan; and
- (g) to act as agent for service of legal process.

The interpretations of the Plan and the construction of the Plan provisions that are made by the Plan Administrator shall be final, conclusive and binding on all affected parties.

The Plan Administrator shall have no power or authority over the investment of the assets of the Trust Fund and nothing in this Section shall be construed as granting such power and

authority. The Trustees, any duly-appointed Investment Manager or Managers, or the person or persons appointed by the Employer shall have exclusive authority and discretion to manage and control the Plan assets in accordance with the terms of the Trust and this Plan.

12.4 Notice to Trustee. The Plan Administrator shall give the Trustee written notice whenever a Participant or other person is entitled to receive a distribution of Plan benefits. Such notice shall indicate the name of the Participant or other person entitled to receive a distribution and the manner in which the distribution is to be made.

12.5 Delegation of Duties. The Plan Administrator may delegate to any person or persons, severally or jointly, the authority to perform any act in connection with the administration of the Plan.

12.6 Uniformity of Rules and Regulations. In the administration of the Plan and the interpretation and application of its provisions, the Plan Administrator shall exercise its powers and authority in a nondiscriminatory manner, and shall apply uniform administrative rules and regulations in order to assure substantially the same treatment to Participants in similar circumstances.

12.7 Reliance on Reports. The Plan Administrator shall be entitled to rely upon all certificates and reports made by any counsel, accountant, actuary or other consultant employed or retained to assist in administering the Plan.

12.8 Multiple Signatures. A majority of the members of the Plan Administrator or any one member authorized by such Committee shall have authority to execute all documents, reports or other memoranda necessary or appropriate to carry out the actions and decisions of the Plan Administrator. The Trustee or any other interested party may rely upon any document, report or other memorandum so executed as evidence of the Plan Administrator action or decision indicated thereby.

12.9 Claims Procedures. The Plan Administrator shall make all determinations as to the right of any person to a benefit. Claims shall be decided, and denied claims shall be appealed, in accordance with procedures established by the Plan Administrator and applicable law.

ARTICLE XIII

Amendment and Termination

13.1 Amendment. The Employer, by action of the Town Meeting, may from time to time amend any or all provisions of the Plan, provided that no amendments shall permit any part of the Trust Fund to revert to the Employer or to be used or diverted for purposes other than the exclusive benefit of the Participants and their Beneficiaries prior to the satisfaction of all liabilities with respect to them; and that no modification or amendment shall be made which has the effect of decreasing the nonforfeitable accrued benefit of any Participant as of the date on which such amendment is adopted or becomes effective.

13.2 Termination. The Employer, by action of the Town Meeting, may terminate the Plan for any reason at any time. Upon termination of the Plan, the rights of the Participants to the benefits accrued under the Plan to the date of such termination, to the extent funded, shall be nonforfeitable. The Trust Fund, after payment of all proper expenses, shall be liquidated by the payment or provision for payment of benefits in the following order of preference:

(a) First, to provide pensions to retired Participants who have retired under the Plan prior to its termination without reference to the order of retirement;

(b) Second, to provide Normal Retirement Benefits to Participants who have reached their Normal Retirement Dates but have not retired on the date of termination, without reference to the order in which they shall have reached their Normal Retirement Date;

(c) Third, to provide Normal Retirement Benefits to Participants who have not yet reached their Normal Retirement Date on the date of termination, in the order in which they will reach their Normal Retirement Date. Such benefits will be based upon Accrued Benefits as of the date of termination. The balance, if any, of the assets due to erroneous actuarial computation after such allocation shall be returned to the Employer, but only after the satisfaction of all liabilities with respect to Participants and pensions under the Plan. The portion of the excess attributable to Employee Contributions will be paid to the Participants who made these contributions.

ARTICLE XIV Trustee

14.1 Duties. The Trustee shall receive and hold all contributions made by the Employer and by the Participants together with such other assets as may be transferred to the Trust in accordance with the provisions of the Plan. In addition, the Trustee shall make distributions or cause a custodian(s) to make distributions, as directed by the Plan Administrator in accordance with the provisions of Article XII.

14.2 Investments. Except as otherwise provided in this Article, the Trustee shall invest and reinvest the Trust Fund, without distinction between principal and income, in any property, stocks, bonds or other securities, including common trust funds of the Trustee, notes, mortgages, savings accounts, certificates of deposit, repurchase agreements, cash management accounts (including savings accounts, certificates of deposit, repurchase agreements and cash management accounts offered by the Trustee), contracts issued by life insurance companies or any property real or personal within the United States, as the Trustee may deem advisable subject to the provisions of Sections 404 and 406 of ERISA. The Trustee may hold in cash such portion of the Trust Fund as the Trustee shall deem reasonable under the circumstances, pending investment or payment of expenses or distribution of benefits.

14.3 Custodian. The Employer may from time to time appoint one or more banks, insurance companies, mutual fund companies, third-party plan administrators, or brokers to serve as custodian of all or a portion of the Trust Fund.

14.4 Investment Manager. The Employer may from time to time appoint one or more Investment Managers to direct the investment and reinvestment of the Trust Fund. Such appointment shall be in writing and shall be effective upon receipt by the Trustee of the Investment Manager's written acceptance and acknowledgment that he or she is a fiduciary with respect to the Plan and Trust. The Employer may revoke the appointment of any Investment Manager by furnishing such Investment Manager and the Trustee with written notice setting forth the effective date of such revocation.

The Trustee shall comply with the directions of an Investment Manager regarding the investment or reinvestment of the Trust Fund or such portion thereof as shall be under management by the Investment Manager. Once an Investment Manager has assumed direction of all or a portion of the Trust Fund, the Trustee shall be under no duty to review any investment to be acquired, held or disposed of pursuant to such directions, nor to make any recommendations with regard to the acquisition, disposition or continued retention of any assets under management by the Investment Manager. Until such time as the Trustee is notified, in writing, by the Employer that the Trustee shall again assume exclusive authority and discretion with regard to the portion of the Trust Fund previously under management by the Investment Manager, the Trustee shall not have any responsibility for investments which are managed by an Investment Manager and shall not be liable for making or retaining any investments or for any failure to invest in the absence of direction by an Investment Manager.

14.5 Trustee Powers. In addition to and not in limitation of such powers as the Trustee has by law or under any other provisions of the Plan, the Trustee shall have the following powers subject to the provisions of Section 14.4:

(a) to invest and reinvest the Trust Fund, without distinction between principal and income, in any shares of stock, bonds, mortgages, notes, mutual fund shares, deposit administration, investment or group annuity contracts issued by a legal reserve life insurance company, qualifying employer securities as defined in Section 407(d)(4) of ERISA, or other property of any kind, real or personal.

(b) to maintain one or more checking accounts, including checking accounts offered by the Trustee, in the name of the Trust and to make deposits thereto and draw checks thereon to make distributions or loans directed by the Plan Administrator.

(c) to separately account for such amounts as the Plan Administrator may direct (or require a Custodian to account for such amounts) pending the determination of whether a domestic relations order with respect to a Participant is a qualified domestic relations order within the meaning of Section 414(p)(1)(A) of the Code.

(d) to sell, exchange, mortgage, lease and to make contracts concerning real and personal property for such considerations and upon such terms and conditions as the Trustee may determine, which leases and contracts may extend beyond the terms of the Trust and to execute deeds, transfers, mortgages, releases, assignments, and discharges of mortgages, leases and other instruments of any kind.

(e) to vote, in person or by proxy, any corporate stock or other assets having voting rights; to exercise any conversion privilege, subscription right or any other right or option given to the Trustee as the owner of any asset of the Trust Fund.

(f) to consent to, take any action in connection with, and receive and retain any securities resulting from any reorganization, consolidation, or merger affecting any assets of the Trust Fund.

(g) to cause title to the assets of the Trust Fund to be registered in the name of the Trustee, or the name of any nominee or to retain such assets unregistered or in a form which permits transfer by delivery, provided the records of the Trustee shall at all times indicate that all such assets are part of the Trust Fund.

(h) to borrow such sum or sums as the Trustee may consider necessary or desirable to administer the Trust, provided the Trustee shall not borrow from any person, corporation, partnership or other entity described as a "party in interest" as defined in Section 3(14) of ERISA.

(i) to employ such agents and counsel as may be reasonably necessary in collecting, managing, administering, investing, and distributing the assets of the Trust Fund.

(j) to compromise, adjust and settle any and all claims against or in favor of the Trust.

(k) to make, execute, acknowledge and deliver any and all documents that may be necessary or appropriate to carry out the powers granted herein.

(l) to exercise any of the powers and rights of an individual owner with respect to any assets of the Trust Fund.

(m) to perform any and all other acts which are necessary for the proper administration and investment of the Trust Fund.

14.6 Distributions The Trustee shall, from time to time, make or cause distributions to be made out of the Trust Fund to such persons, in such manner and in such amount or amounts as the Plan Administrator may from time to time direct. Distributions shall be made in cash or in kind or partly in each as directed by the Plan Administrator. The Trustee shall be entitled to rely upon the written directions of the Plan Administrator and shall not be under any liability for any distribution made in accordance therewith.

14.7 Accounts The Trustee shall furnish the Employer with annual statements of account which shall, with respect to the Trust Fund, show all receipts, disbursements and other transactions since the last accounting and the investments, at cost and current fair market value, at the end of the period for which such account is rendered. To the extent permitted by law, the

written approval of any account by the Employer shall be final and binding, as to all matters stated therein, upon the Employer and all persons who then are or thereafter become interested in the Trust.

14.8 Compensation and Expenses of Trustee. The Trustee shall be entitled to such reasonable compensation as may from time to time be agreed upon, in writing, by the Employer and shall be entitled to reimbursement for its reasonable expenses incurred in connection with the administration of the Trust Fund. The Trustee shall be paid from the Trust Fund unless paid by the Employer. Notwithstanding the foregoing provisions of this Section to the contrary, no person serving as Trustee who receives compensation from the Employer for services rendered as an Employee shall receive compensation from the Plan, except reimbursement of expenses properly and actually incurred and not otherwise reimbursed.

14.9 Reliance by Trustee. To the extent permitted by law, the Trustee may rely and act upon the written directions of the Employer, the Plan Administrator or any duly-appointed Investment Manager, or other person authorized in writing by the Employer or the Plan Administrator and may rely upon and be protected in acting upon such directions reasonably believed by it to have been executed by a duly-authorized person, so long as the Trustee acts in good faith and in accordance with the provisions of this Article.

14.10 Reliance by Others. No person dealing with the Trustee shall be bound to see to the application of any money or property paid or delivered to the Trustee or to inquire into the validity or propriety of any transactions, except as otherwise required by law.

14.11 Advice of Counsel. The Trustee shall be entitled to advice of counsel, which may be counsel for the Plan or the Employer, concerning any question which may arise with respect to the rights and duties under the Plan, and the Trustee may act in reliance upon such advice.

14.12 Indemnification. The Employer agrees to indemnify the Trustee against all liability occasioned by any act or omission if such act or omission is in good faith.

14.13 Resignation or Removal of the Trustee. If one or more individuals is appointed to serve as Trustee, such individual may resign at any time by delivering to the Employer a written notice of resignation, to take effect at a date specified therein, which shall not be less than thirty (30) days after delivery thereof, unless such notice shall be waived by the Employer. If such individual resigns, the Employer may appoint an individual to serve as successor Trustee. In the event the Employer fails to appoint an individual to serve as a successor Trustee, the remaining individuals serving as Trustee shall constitute the Trustee. The Employer shall appoint a successor Trustee upon the resignation of the last individual serving as Trustee.

An individual appointed to serve as Trustee may be removed by the Employer by delivering to such individual a written notice of removal to take effect at a date specified therein, unless such notice shall be waived by such individual. In the event of such removal, the Employer may appoint an individual to serve as successor Trustee. In the event the Employer fails to appoint an individual to serve as successor Trustee, the remaining individuals serving as

Trustee shall constitute the Trustee. The Employer shall appoint a successor Trustee upon the removal of the last individual serving as Trustee.

In the case of the resignation or removal of an individual appointed to serve as Trustee, such individual, to the extent necessary, shall transfer all right, title and interest in the assets of the Trust Fund to the individual appointed to serve as successor Trustee. Any individual appointed to serve as successor Trustee shall have the same powers and duties hereunder as those conferred upon the initial individual serving as Trustee.

14.14 Majority Actions. Except where there has been an allocation and delegation of powers, if there shall be more than one Trustee, they shall act by a majority of their number with respect to any decision regarding the administration or investment of the Trust Fund or any portion of the Trust Fund with respect to which such person act as Trustee. However, the signature of only one Trustee is necessary to effect any transaction on behalf of the Trust Fund.

14.15 Fiscal Year of Trust. The fiscal year of the Trust shall coincide with the Plan Year.

ARTICLE XV Miscellaneous

15.1 Merger or Consolidation of Plan. In case of any merger or consolidation of the Plan with, or transfer of assets and liabilities of the Plan to, any other plan, provision must be made so that each Participant would, if the Plan then terminated, receive a benefit immediately after the merger, consolidation or transfer which is equal to or greater than the benefit he or she would have been entitled to receive immediately before the merger, consolidation or transfer if the Plan had then terminated.

15.2 Nonalienability of Benefits. The benefits provided hereunder shall not be subject to alienation, assignment, garnishment, attachment, execution or levy of any kind, and any attempt to cause such benefits to be so subjected will not be recognized, except to such extent as may be required by law.

Notwithstanding the foregoing to the contrary, all rights and benefits, including elections, provided to a Participant in this Plan shall be subject to the rights afforded to any "alternate payee" under a qualified domestic relations order. Furthermore, a distribution to an "alternate payee" shall be permitted if such distribution is authorized by a "qualified domestic relations order," even if the affected Participant has not reached the "earliest retirement age." For purposes of this Section, "alternate payee," "qualified domestic relations order," and "earliest retirement age" shall have the meaning set forth under Code Section 414(p), as qualified by Code Section 414(p)(9).

15.3 Distributions to Minors and Incompetent Persons. If any person to whom benefits shall be distributable under the Plan shall be a minor or if the Plan Administrator in its discretion shall determine that such person is incompetent by reason of mental or physical disability, the Plan Administrator may direct the Trustee to distribute such benefits in one or more of the

following ways, to be determined by the Plan Administrator in its discretion: (a) directly to such minor or incompetent person; (b) to the legal representative or spouse of such person; (c) to any other person for the use or benefit of such minor or incompetent person; or (d) by the Trustee or Plan Administrator or their agents expending, or arranging for the expenditure of, such benefits for the education, health and/or maintenance of such minor or incompetent person. In no event shall either the Plan Administrator or Trustee be required to see to the application of any such distributions, and distributions made pursuant to this Section shall operate as a complete discharge of the Trustee, the Plan Administrator and the Trust Fund.

15.4 Suspension of Benefits.

(a) No payments under the Plan shall be made during a period of employment or re-employment except with respect to a Participant who is re-employed after his or her Normal Retirement Date and who is expected to accrue less than forty (40) Hours of Service per month. If such Participant has received any payments under the Plan, the retirement benefit payable upon his or her subsequent retirement (based on his or her Accrued Benefit under the Plan as of such subsequent retirement) shall be reduced by the Actuarial Equivalent of the sum of such payments received prior to the Normal Retirement Date, provided that the retirement benefit payable on such subsequent retirement shall not be less than the benefit such Participant was receiving at the time of the initial retirement.

(b) Benefits suspended under Paragraph (a) of this Section shall resume as of the first day of the calendar month following the last month during which the Participant earns forty (40) or more Hours of Service. The Plan Administrator shall notify the affected Participant of the suspension of any such benefit by personal delivery or certified mail during the first calendar month of suspension, with a copy of such notice to the Trustee, and such notice shall contain the information required by Department of Labor Regulation Section 2530.203(b)(4). Any Participant whose benefit is or may be suspended under this Section may request the Plan Administrator to determine whether employment rendered or to be rendered requires suspension of benefits, and upon receipt of such request in writing the Plan Administrator shall make such determination using the procedures provided in the Plan for claims determinations.

15.5 Employment. Participation in the Plan shall not give any Participant the right to be retained in the employ of the Employer, or any other right not specified herein.

15.6 Gender and Number. Wherever any words are used herein in the masculine, feminine or neuter gender, they shall be construed as though they were also used in another gender in all cases where they would so apply, and whenever any words are used herein in the singular or plural form, they shall be construed as though they were also used in the other form in all cases where they would so apply.

15.7 Governing Law. This Plan shall be governed and construed by the laws of the United States of America. To the extent such laws shall not be held to have preempted local law, the Plan shall be administered under the laws of the State of Connecticut.

15.8 Article and Section Headings and Table of Contents. The Article and Section headings and Table of Contents are inserted for convenience of reference and shall not be considered in the construction of the Plan.

15.9 Actuarial Equivalency Assumptions.

(a) The following assumptions shall, except as otherwise provided, be used to determine Actuarial Equivalency of benefits payable under the Plan:

Interest: six percent (6%) per annum;

Mortality Table: 1994 Group Annuity Reserving Table.

(b) Notwithstanding subsection (a), for purposes of determining the amount of a lump sum payment:

Interest: Effective for any Plan Year beginning on or after January 1, 2002 (January 1, 2000, for purposes of Code Section 417(e)), the interest rate used shall be the annual rate of interest on 30-year Treasury securities prescribed by the Secretary of the Treasury for the first day of the Plan Year that contains the Annuity Starting Date.

Mortality Table: Effective for distributions with Annuity Starting Dates on or after December 31, 2002, the applicable mortality table used for purposes of adjusting any benefit or limitation under Code Section 415(b)(2)(B), (C), or (D) as set forth in Article X of the Plan and the applicable mortality table used for purposes of satisfying the requirements of Code Section 417(e) is the table prescribed in Revenue Ruling 2001-62.

In the event the above assumptions are amended, the Actuarial Equivalent of a Participant's Accrued Benefit on or after the date of such amendment shall be the greater of (i) the Actuarial Equivalent of such benefit under the Plan, as amended, or (ii) the Actuarial Equivalent of the Participant's Accrued Benefit, as of the date of such amendment, under the Plan prior to the amendment.

15.10 Commencement of Distributions. Notwithstanding any provision in the Plan to the contrary, for Plan Years beginning after December 31, 1996, the distribution of a Participant's benefits, whether under the Plan or through the purchase of an annuity contract, shall be made in accordance with the following requirements and shall otherwise comply with Code Section 401(a)(9) and the regulations thereunder (including Regulation Section 1.401(a)(9)-2):

(a) A Participant's benefits will be distributed or must begin to be distributed not later than the Participant's "required beginning date." Alternatively, distributions to a Participant must begin no later than the Participant's "required beginning date" and must be made over the life of the Participant (or the lives of the Participant and the Participant's designated Beneficiary) or the life expectancy of the Participant (or the life expectancies of the Participant and the Participant's designated Beneficiary) in accordance with regulations. However, if the distribution is to be in the form of a joint and survivor annuity or single life annuity, then distributions must begin no later than the "required beginning date" and must be made over the life of the Participant (or the lives of the Participant and the Participant's designated Beneficiary) in accordance with regulations.

(b) The "required beginning date" for a Participant means April 1st of the calendar year following the later of the calendar year in which the Participant attains age 70½ or the calendar year in which the Participant retires.

(c) Distributions to a Participant and such Participant's Beneficiaries will only be made in accordance with the incidental death benefit requirements of Code Section 401(a)(9)(G) and the regulations thereunder.

(d) With respect to distributions under the Plan made for calendar years beginning on or after January 1, 2001, the Plan will apply the minimum distribution requirements of Code Section 401(a)(9) in accordance with the regulations under Section 401(a)(9) that were proposed on January 17, 2001, notwithstanding any provision of the Plan to the contrary. The provisions of this Section shall continue in effect until December 31, 2005 (or such later date as may be specified in guidance published by the Internal Revenue Service); thereafter, the final regulations under Section 401(a)(9) that were published in the Federal Register on June 15, 2004, shall apply.

15.11 Plan-to-Plan Transfers from Qualified Plans. With the consent of the Plan Administrator, amounts may be transferred (within the meaning of Code Section 414(l)) to this Plan from any Code Section 401(a) tax qualified plans, provided the plan from which such funds are transferred permits the transfer to be made and the transfer will not jeopardize the tax-exempt status of the Plan or Trust or create adverse tax consequences for the Employer. Prior to accepting any transfers to which this Section applies, the Plan Administrator may require an opinion of counsel that the amounts to be transferred meet the requirements of this Section.

15.12 EPCRS, Etc. Adjustments. The Employer, the Plan Administrator, the Trustees, and any other person providing services to the Plan, acting jointly or singly, as the situation may require, shall take such action, pursuant to the Employee Plans Compliance Resolution System or any successor system, policy or program established by the Internal Revenue Service as may be necessary or appropriate to correct any operational failure occurring in the administration of the Plan.

15.13 USERRA Requirements. Notwithstanding any provision of this Plan to the contrary, contributions, benefits and service credit with respect to qualified military service will be provided in accordance with Code Section 414(u).

IN WITNESS WHEREOF, the Employer and Trustees have caused this Program and Trust to be executed on the date indicated below, to be effective as of July 1, 2005.

Dated: 10-24-06

Thomas S. Marsh
Town of Chester

Dated: 10-24-06

Val Stodke
Trustee

Dated: 10-24-06

Katherine Marsh
Trustee

Dated: 10-24-06

Charlotte O'Grady
Trustee

Dated: 10/30/06

[Signature]
Trustee

Dated: 10/31/06

Janet Tanni
Trustee

**FIRST AMENDMENT
TO THE
TOWN OF CHESTER RETIREMENT PLAN**

The Town of Chester Retirement Plan, which was last amended and restated generally effective July 1, 2005 (the "Plan"), is now amended by this First Amendment effective as indicated below for the respective provisions.

1. The terms used in this First Amendment shall have the meanings set forth in the Plan unless the context clearly indicates otherwise.

2. Section 9.1 of the Plan is amended to read in its entirety as follows:

9.1 Direct Rollover of Eligible Rollover Distribution

(a) Application of Section: Notwithstanding any provision of the Plan to the contrary that would otherwise limit a distributee's election under this Section, a distributee may elect, at the time and in the manner prescribed by the Plan Administrator, to have any portion of an eligible rollover distribution that is at least \$500 paid directly to an eligible retirement plan specified by the distributee in a direct rollover. If the amount of the eligible rollover distribution is less than \$500, the Participant may only elect a direct rollover of the entire amount. (An amount of less than \$200 is not eligible for direct rollover at all, as stated in subsection (b).)

(b) Definitions

- (i) Eligible Rollover Distribution: An eligible rollover distribution is any distribution of all or any portion of the balance to the credit of the distributee, except that an eligible rollover distribution does not include: any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the distributee or the joint lives (or joint life expectancies) of the distributee and the distributee's designated Beneficiary, or for a specified period of ten years or more; any distribution to the extent such distribution is required under Code Section 401(a)(9); and the portion of any distribution that is not includible in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities); and any other distribution that is reasonably expected to total less than \$200 during a year.

For purposes of the direct rollover provisions of this Section 9.1, a portion of a distribution shall not fail to be an eligible rollover distribution merely because the portion consists of after-tax employee contributions which are not includible in gross income. However, such portion may be paid only to an individual retirement account or annuity described in Section 408(a) or (b) of

the Code, or to a qualified defined contribution plan described in Section 401(a) or 403(a) of the Code that agrees to separately account for amounts so transferred, including separately accounting for the portion of such distribution which is includible in gross income and the portion of such distribution which is not so includible.

For taxable years beginning after December 31, 2006, a Participant may elect to transfer employee after-tax contributions by means of a direct rollover to a qualified plan or to a 403(b) plan that agrees to account separately for amounts so transferred (including interest thereon), including accounting separately for the portion of such distribution which is includible in gross income and the portion of such distribution which is not includible in gross income.

- (ii) Eligible Retirement Plan: An eligible retirement plan is an individual retirement account described in Code Section 408(a), an individual retirement annuity described in Code Section 408(b), an annuity plan described in Code Section 403(a), or a qualified trust described in Code Section 401(a), that accepts the distributee's eligible rollover distribution. For distributions made after December 31, 2001, an eligible retirement plan shall also mean an annuity contract described in Code Section 403(b) an eligible plan under Code Section 457(b) which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from this Plan; and, effective for distributions made from the Plan after December 31, 2007, a Roth IRA described in Code Section 408A(b). The definition of an eligible retirement plan shall also apply in the case of a distribution to a surviving spouse, or to a spouse or former spouse who is the alternate payee under a qualified domestic relations order. For distributions made from the Plan after December 31, 2009, in the case of an "eligible rollover distribution" to a nonspouse Beneficiary, an "eligible retirement plan" is an individual retirement account described in Code Section 408(a) or an individual retirement annuity described in Code Section 408(b) (other than an endowment contract), provided the "direct rollover" is made in accordance with Code Section 402(c)(11).
- (iii) Distributee: A distributee includes an Employee or former Employee. In addition, the Employee's or former Employee's surviving spouse and the Employee's or former Employee's spouse or former spouse who is the Alternate Payee under a qualified domestic relations order, are distributees with regard to the interest of the spouse or former spouse. Effective for distributions made

from the Plan after December 31, 2009, a "distributee" also includes a nonspouse Beneficiary who is entitled to receive an "eligible rollover distribution" by reason of the Participant's death.

- (iv) Direct Rollover: A direct rollover is a payment by the Plan to the eligible retirement plan specified by the distributee.

Notwithstanding any provision of this Section to the contrary, if a nonspouse Beneficiary receives a distribution from the Plan, the distribution is not eligible for a 60-day (non-direct) rollover. A nonspouse Beneficiary may not roll over an amount that is a required minimum distribution, as determined under applicable Treasury Regulations and other Internal Revenue Service guidance. If the Participant dies before his or her required beginning date and the nonspouse Beneficiary rolls over to an IRA the maximum amount eligible for rollover, the Beneficiary may elect to use either the 5-year rule or the life expectancy rule, pursuant to Treasury Regulations Section 1.401(a)(9)-3, A-4(c), in determining the required minimum distributions from the IRA that receives the nonspouse Beneficiary's distribution. If a Participant's named beneficiary is a trust, the Plan may make a direct rollover to an IRA on behalf of the trust, provided the trust satisfies the requirements to be a designated beneficiary within the meaning of Code Section 401(a)(9)(E).

3. Section 9.2 of the Plan is amended to read in its entirety as follows:

9.2 Notice. Except as hereinafter provided, no earlier than one hundred eighty (180) days (ninety (90) days for Plan Years beginning before January 1, 2007) and no later than thirty (30) days before a lump sum payment is to be made under the Plan, the Plan Administrator shall provide the Participant, alternate payee, or surviving spouse, as the case may be, with a written explanation of -

- (a) the rules under which he or she may elect a payment pursuant to this Article ("direct rollover");
- (b) the legal requirement that federal income tax be withheld from the payment if he or she does not elect a direct rollover;
- (c) the rules under which the amount that he or she actually receives will not be subject to federal income tax if such amount is transferred ("rolled over") within sixty (60) days after being received pursuant to Section 402(c) of the Code; and
- (d) the rules, if applicable, for receiving special income tax averaging, or capital gain treatment, under Section 402(d) of the Code.

The Plan Administrator may provide the explanation required by this Section more than one hundred eighty (180) days (ninety (90) days for Plan Years

beginning before January 1, 2007) before an eligible rollover distribution is to be made, if the following conditions are met:

(aa) the Plan Administrator provides the Participant, alternate payee, or surviving spouse, as the case may be, with a summary of the explanation required by this Section, within the time period set forth in this Section, that --

(1) sets forth the principal provisions of the explanation required by this Section;

(2) refers the individual to the most recent version of such explanation (and, with respect to an explanation that is provided in any document containing information in addition to the explanation, identify that document and provide a reasonable indication of where the explanation may be found within that document); and

(3) informs the individual that, upon request to the Plan Administrator, a copy of such explanation shall be provided without charge; and

(bb) if, after receiving the summary described in subsection (aa) above, the Participant, alternate payee, or surviving spouse, as the case may be, requests a copy of the explanation required by this Section, the Plan Administrator provides such copy to the individual without charge no less than thirty (30) days before the date an eligible rollover distribution is to be made, subject to the provisions of the final paragraph of this Section regarding waiver of that thirty (30) day period.

The Plan Administrator shall provide the explanation required by this Section (and the summary of the explanation permitted by subsection (aa)) either on a written paper document or through an electronic (or telephonic, in the case of the summary) medium that is reasonably accessible to the Participant, alternate payee, or surviving spouse, as the case may be. An electronic explanation (or summary) and a telephonic summary shall be provided under a system that satisfies the following conditions:

(cc) the system shall be reasonably designed to provide the explanation or summary in a manner no less understandable to the individual than a written paper document;

(dd) at the time the explanation or summary is provided, the individual shall be advised that he or she may request and receive the explanation on a written paper document at no charge; and

(ee) upon request by an individual, the Plan Administrator shall provide the explanation on a written paper document to such individual at no charge.

If an individual, after receiving the explanation or summary required by this Section, affirmatively elects to make or not make a direct rollover, an eligible rollover distribution may be made less than thirty (30) days after the date such explanation or summary was given, provided the Plan Administrator has informed such individual, by any method reasonably designed to attract the attention of such individual, of his or her right to a period of at least thirty (30) days to make such election.

4. Article X of the Plan is amended to read in its entirety as follows:

ARTICLE X
Limitation on Benefits

Except as otherwise stated herein, this Article X shall be effective for Limitation Years beginning on or after July 1, 2007.

10.1 Annual Limitation. Notwithstanding any provision of the Plan to the contrary, the Annual Benefit payable with respect to a Participant under the Plan at any time shall not exceed the lesser of --

(a) One Hundred Sixty Thousand Dollars (\$160,000) for Limitation Years ending after December 31, 2001; or

(b) One hundred percent (100%) of the Participant's Highest Average Compensation.

The One Hundred Sixty Thousand Dollar (\$160,000) limitation in subsection (a) is effective for Limitation Years ending after December 31, 2001. This limitation shall not apply to a Participant who experienced a severance from employment with the Employer (or, if earlier, an annuity starting date) and whose date of severance (or annuity starting date) was before the first day of the first Limitation Year ending after December 31, 2001.

10.2 Adjustments to Dollar Limitation.

(a) Effective January 1, 2002 and each January 1 thereafter, the dollar limitation in effect under Section 10.1(a) shall be automatically adjusted for increases in the cost of living in accordance with Section 415(d) of the Code and official guidance issued thereunder. Such adjustment shall apply to the Limitation Year ending with or within the calendar year of the effective date of such adjustment, but the Participant's benefit shall not reflect the adjusted limit prior to January 1 of that calendar year. The adjusted limit for a Limitation Year shall not apply to a Participant who has experienced a severance

from employment with the Employer (or if earlier, an annuity starting) and whose date of severance (or annuity starting date) is before the first day of the Limitation Year for which the adjustment is effective.

(b) The dollar limitation under Section 10.1(a) shall be adjusted for age, service, and other factors in accordance with Code Section 415 and the Treasury Regulations thereunder, which are specifically incorporated by reference pursuant to Section 10.9.

10.3 Adjustment for Other Benefit Forms.

(a) If a benefit is payable in a form that is subject to Code Section 417(e), the form of benefit shall be adjusted to an actuarially equivalent straight life annuity commencing at the same annuity starting date, computed in accordance with subsections (i) and (ii) below.

(i) If the annuity starting date of the Participant's form of benefit is in a Plan Year beginning in 2004 or 2005, the greater of the amount determined using (A) the interest rate specified in Section 15.9(a) of the Plan and the mortality table (or other tabular factor) specified in Section 15.9(a) of the Plan for actuarial equivalence or (B) a 5.5% interest rate and the applicable mortality table prescribed by Revenue Ruling 2001-62.

(ii) If the annuity starting date of the Participant's form of benefit is in a Plan Year beginning on or after January 1, 2006, the greatest of the amount determined using: (A) the interest rate specified in Section 15.9(a) of the Plan and the mortality table (or other tabular factor) specified in Section 15.9(a) of the Plan for actuarial equivalence; (B) a 5.5% interest rate and the applicable mortality table specified in Section 15.9(b) of the Plan; or (C) the applicable interest rate specified in Section 15.9(b) of the Plan and the applicable mortality table specified in Section 15.9(b) of the Plan, divided by 1.05.

(b) If a benefit is payable in a form that is not subject to Code Section 417(e), then such form of benefit shall be adjusted to an actuarially equivalent straight life annuity commencing at the same annuity starting date in accordance with Code Section 415 and the Treasury Regulations issued thereunder.

10.4 Automatic Freeze or Reduction in Benefit Accrual. If the benefit that a Participant would otherwise accrue in a Limitation Year would produce an Annual Benefit in excess of the limitation prescribed by Section 10.1, then the rate of accrual shall be frozen or reduced to the extent necessary to comply with said limitation.

10.5 Combined Plan Limits.

(a) If a Participant is or has ever been covered under more than one qualified defined benefit plan maintained by the Employer or a predecessor employer, then the sum

that (A) the payment is regular compensation for services that would have been paid to the Employee if he or she had continued in employment with the Employer, (B) the payment is for unused accrued bona fide sick, vacation or other leave that the Employee would have been able to use if employment had continued, or (C) the payment is received by the Employee pursuant to a nonqualified unfunded deferred compensation plan and would have been paid at the same time if employment had continued, but only to the extent includible in gross income.

(iii) Amounts paid to: (A) an individual who does not currently perform services for the Employer by reason of qualified military service (as defined in Code Section 414(u)(1)) to the extent these payments do not exceed the amounts the individual would have received if he or she had continued to perform services for the Employer rather than entering qualified military service; or (B) a Participant who is permanently and totally disabled, as defined in Code 22(e)(3), provided that salary continuation applies to all Participants who are permanently and totally disabled for a fixed or determinable period, or the Participant was not a highly compensated employee, as defined in Code Section 414(q), immediately before becoming disabled.

(iv) Back pay, as defined in Treasury Regulation Section 1.415(c)-2(g)(8), shall be treated as compensation for the Limitation Year to which the back pay relates to the extent the back pay represents wages and compensation that would otherwise be included in the definition of Compensation.

(d) Compensation shall not include amounts paid as compensation to a nonresident alien, as defined in Code Section 7701(b)(1)(B), who is not a Participant in the Plan, to the extent the compensation is excludable from gross income and is not effectively connected with the conduct of a trade or business within the United States.

(e) The term "Compensation" for any Limitation Year shall not reflect compensation in excess of the limitation under Code Section 401(a)(17) that applies to such Limitation Year.

10.7 Other Definitions.

(a) "Annual Benefit" shall mean a benefit that is payable annually in the form of a straight life annuity, and shall include social security supplements described in Code Section 411(a)(9) and benefits transferred from another defined benefit plan (other than transfers of distributable benefits from a plan not maintained by the Employer), and shall exclude Employee contributions and rollover contributions. A benefit payable in any form other than a straight life annuity shall be adjusted to a straight life annuity that begins at the same time as such other form and is payable on the first day of each month as set forth in Section 10.3, before applying the limitations of this Article X, provided that no adjustment shall be made for (i) survivor benefits payable under a qualified joint and survivor annuity (as defined in Code Section 417(b)) to the extent not payable if the Participant's benefit were paid in another form, (ii) ancillary benefits not directly related to retirement benefits, or (iii) automatic benefit increases defined in Treasury Regulation

of the Participant's benefits from all such plans (whether or not terminated), when expressed as an Annual Benefit, shall not exceed the limitation prescribed by Section 10.1. If the sum of the benefits that a Participant would otherwise accrue would exceed the limitation prescribed by Section 10.1, then the Annual Benefit under this Plan shall be reduced to the extent necessary to satisfy the limitation in Section 10.1.

(b) Effective for Limitation Years beginning after December 31, 1999, the combined limitation for defined contribution plans and defined benefit plans in former Code Section 415(e) shall cease to apply.

10.6 Compensation.

(a) For purposes of applying the limitations of this Article, the term "compensation" shall mean, with respect to a Limitation Year, the total compensation paid by the Employer to an Employee for services rendered while an Employee that constitutes wages as defined in Section 3401(a) of the Code, and all other payments by the Employer to an Employee for services rendered while an Employee for which the Employer is required to furnish the Employee a written statement under Sections 6041(d) and 6051(a)(3) of the Code, without regard to any rules that limit the remuneration included in wages based on the nature or location of the employment or services performed.

(b) For any self-employed individual, the term "Compensation" shall mean earned income.

(c) Except as set forth in this Section 10.6, Compensation for a Limitation Year is the Compensation actually paid or made available during such Limitation Year. For Limitation Years beginning after December 31, 1997, this includes amounts that would be included in income but for an election under Section 125(a), 402(e)(3), 402(h)(1)(B), 402(k), or 457(b) and for Limitation Years beginning after December 31, 2000, this includes amounts not includible in income by reason of Section 132(f)(4). For Limitation Years beginning after December 31, 2001, amounts under Code Section 125 shall not include any amounts not available to a Participant in cash in lieu of group health coverage because the Participant is unable to certify that he or she has other health coverage. An amount will be treated as an amount under Code Section 125 only if the Employer does not request or collect information regarding the Participant's other health coverage as part of the enrollment process for the Employer's health plan. For Limitation Years beginning on or after July 1, 2007, "Compensation" includes the following additional amounts paid after the Limitation Year:

(i) Amounts earned but not paid, solely because of the timing of pay periods and pay dates, until the first few weeks of the next Limitation Year, provided such amounts are not included in the following Limitation Year.

(ii) Amounts paid to an Employee within 2½ months after the Employee's severance from employment date, or, if later, the end of the Limitation Year that includes the Employee's severance from employment date, that would have been Compensation if paid during the Limitation Year, provided

4.3 Deferred Retirement Benefit. Subject to the provisions of Section 15.10, a Participant retiring on a Deferred Retirement Date shall be entitled to a monthly benefit ("Deferred Retirement Benefit") equal to the greater of his or her continued accruals or the Actuarial Equivalent of his or her Accrued Benefit, determined as of his or her Deferred Retirement Date.

A Participant who does not retire on his or her Normal Retirement Date, but who continues in the employ of the Employer, shall, with respect to each Plan Year ending after his or her Normal Retirement Date, accrue a benefit in accordance with this Section 4.3 reduced, but not below the Participant's Accrued Benefit for the prior Plan Year, by the Actuarial Equivalent of the total benefit distributions made to the Participant by the close of the Plan Year.

4.4 Disability Retirement Benefit. If a Participant becomes Totally and Permanently Disabled prior to retirement or separation from service, and such condition continues for a period of six (6) months and by reason thereof such Participant's status as an Employee ceases, then said disabled Participant shall be entitled to a monthly benefit ("Disability Retirement Benefit") equal to his or her vested Accrued Benefit, determined as of the date such Participant's employment with the Employer is terminated due to the Participant's Total and Permanent Disability.

In the event of a Terminated Participant's Total and Permanent Disability subsequent to termination of employment, such Terminated Participant (or the Terminated Participant's Beneficiary) shall be entitled to receive a distribution of the Actuarial Equivalent of such Terminated Participant's vested Accrued Benefit.

In the event of a Participant's Total and Permanent Disability, the Plan Administrator shall direct the commencement of the benefits payable hereunder in accordance with Articles V, VI and VIII as though the Participant had retired or commenced a Vested Deferred Benefit, whichever applies.

4.5 Vested Deferred Benefit.

(a) Vested Deferred Benefit. A Terminated Participant shall be entitled to receive a monthly benefit ("Vested Deferred Benefit") equal to the vested percentage of the Participant's Accrued Benefit as of his or her separation from service date, payable as of his or her Normal Retirement Date. The Participant shall be 100% vested at all times in his or her Accumulated Employee Contribution Benefit, and the vested percentage of his or her Accrued Benefit derived from Employer contributions shall be 100%, if the Participant is credited with at least 5 Years of Service for vesting purposes, or zero percent, if the Participant has fewer such Years of Service.

A Participant's Deferred Vested Benefit shall be payable on his or her Normal Retirement Date. A Participant may elect to receive his or her Deferred Vested Benefit payable in any of the normal or optional forms of payment under Article V or Article VI, however, commencing as soon as administratively feasible after his or her separation from service.

Section 1.415(b)-1(c)(5). For a Participant with benefits commencing on more than one annuity starting date, the Annual Benefit (and satisfaction of this Article X) shall be determined as of each such annuity starting date, actuarially adjusted for past and future distributions commencing at other annuity starting dates. The existence of multiple annuity starting dates shall be determined in accordance with Treasury Regulation Section 1.415(b)-1(b)(1)(iii), and without regard to Treasury Regulation Section 1.401(a)-20, Q&A 10(d).

(b) "Highest Average Compensation" shall mean the average of a Participant's Compensation for the period of consecutive calendar years up to three (3) during which the Participant had the greatest aggregate compensation from the Employer.

(c) "Limitation Year" shall mean the calendar year.

10.8 Incorporation by Reference. Notwithstanding any other provision in the Plan, the Annual Benefit accrued, distributed, or otherwise made payable in any form under the Plan with respect to a Participant, in any Limitation Year, shall not exceed the applicable limitations under Section 415 of the Code and Treasury Regulations and other official guidance issued thereunder, the terms of which are expressly incorporated herein by reference. Default provisions shall apply to the extent an optional provision is not specified in the Plan or in this Amendment. This Section 10.8 shall supersede any and all provisions of the Plan that are inconsistent with this Section 10.8.

5. Section 15.2 of the Plan is amended by adding the following paragraph to the end thereof:

Effective on or after April 6, 2007, a domestic relations order that otherwise satisfies the requirements for a "qualified domestic relations order" will not fail to be a qualified domestic relations order: (i) solely because the order is issued after, or revises, another domestic relations order or "qualified domestic relations order"; or (ii) solely because of the time at which the order is issued, including issuance after the Annuity Starting Date or after the Participant's death. A domestic relations order described in this paragraph is subject to the same requirements and protections that apply to "qualified domestic relations orders."

6. Paragraph (b) of Section 15.9 of the Plan is amended to read as follows:

(b) Notwithstanding subsection (a), for purposes of determining the amount of a lump sum payment:

Interest:	Effective for any Plan Year beginning on or after January 1, 2002 (January 1, 2000, for purposes of Code Section 417(e)) and before January 1, 2011, the interest rate used shall be the annual rate of interest on 30-year Treasury securities prescribed by the Secretary of the Treasury for the first day of the Plan Year that contains the Annuity Starting Date. On and after January 1, 2011, the applicable
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interest rate used for a Plan Year shall be the modified segment rates prescribed by the Secretary of the Treasury for the second full calendar month preceding the first day of such Plan Year.

Mortality Table: Effective for distributions with Annuity Starting Dates on or after December 31, 2002, the applicable mortality table used for purposes of adjusting any benefit or limitation under Code Section 415(b)(2)(B), (C), or (D) as set forth in Article X of the Plan and the applicable mortality table used for purposes of satisfying the requirements of Code Section 417(e) is the table prescribed by the Commissioner of the Internal Revenue Service pursuant to Treasury Regulation Section 417(e)-1(d)(2).

In the event the above assumptions are amended, the Actuarial Equivalent of a Participant's Accrued Benefit on or after the date of such amendment shall be the greater of (i) the Actuarial Equivalent of such benefit under the Plan, as amended, or (ii) the Actuarial Equivalent of the Participant's Accrued Benefit, as of the date of such amendment, under the Plan prior to the amendment.

7. Article XV of the Plan is amended by adding the following new Section 15.11 and re-numbering the existing Sections 15.11 and 15.12 as 15.12 and 15.13, respectively:

15.11 Minimum Distribution Requirements for Calendar Years Beginning with the 2006 Calendar Year. With respect to distributions under the Plan made for calendar years beginning on or after January 1, 2006, the Plan will apply the subsequent provisions of this Section for purposes of determining minimum required distributions.

(a) General Rules.

(1) All distributions required under this Section will be determined and made in accordance with the Treasury regulations under Section 401(a)(9) of the Code.

(2) Notwithstanding the other provisions of this Section, distributions may be made under a designation made before January 1, 1984, in accordance with section 242(b)(2) of the Tax Equity and Fiscal Responsibility Act (TEFRA) and the provisions of the plan that relate to section 242(b)(2) of TEFRA.

(b) Time and Manner of Distributions.

(1) The Participant's entire interest will be distributed, or begin to be distributed, to the Participant no later than the Participant's Required Beginning Date.

(2) If the Participant dies before distributions begin, the Participant's entire interest will be distributed, or begin to be distributed, no later than as follows:

(i) If the Participant's surviving Spouse is the Participant's sole Designated Beneficiary, then distributions to the surviving Spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died, or by December 31 of the calendar year in which the Participant would have attained Age 70½, if later.

(ii) If the Participant's surviving Spouse is not the Participant's sole Designated Beneficiary, then distributions to the Designated Beneficiary will begin by December 31, of the calendar year immediately following the calendar year in which the Participant died.

(iii) If there is no Designated Beneficiary as of September 30 of the year following the year of the Participant's death, the Participant's entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

(iv) If the Participant's surviving Spouse is the Participant's sole Designated Beneficiary and the surviving Spouse dies after the Participant but before distributions to the surviving Spouse begin, this subsection (b)(2), other than clause (i), will apply as if the surviving Spouse were the Participant.

For purposes of this subsection (b)(2) and subsection (e), distributions are considered to begin on the Participant's Required Beginning Date (or if subsection (b)(2)(iv) applies), the date distributions are required to begin to the surviving spouse under subsection (b)(2)(i).

(3) Unless the Participant's interest is distributed in a single sum on or before the Required Beginning Date, as of the first distribution calendar year distributions will be made in accordance with subsections (c), (d) and (e) of this Section 15.11. Any part of the Participant's interest which is in the form of an individual account described in Section 414(k) of the Code will be distributed in a manner satisfying the requirements of Section 401(a)(9) of the Code and the Treasury regulations that apply to individual accounts.

(c) Determination of Amount to be Distributed Each Year.

(1) If the Participant's interest is paid in the form of annuity distributions, payments under the annuity will satisfy the following requirements:

(i) the annuity distributions will be paid in periodic payments made at intervals not longer than one year;

(ii) the distribution period will be over a life (or lives) or over a period certain not longer than the period described in subsection (d) or (e);

(iii) once payments have begun over a period certain, the period certain will not be changed even if the period certain is shorter than the maximum permitted;

(iv) payments will either be non-increasing or increase only as follows:

(A) by an annual percentage increase that does not exceed the annual percentage increase in a cost-of-living index that is based on prices of all items and issued by the Bureau of Labor Statistics;

(B) to the extent of the reduction in the amount of the Participant's payments to provide for a survivor benefit upon death, but only if the beneficiary whose life was being used to determine the distribution period described in subsection (d) dies or is no longer the Participant's beneficiary pursuant to a qualified domestic relations order within the meaning of Section 414(p) of the Code;

(C) to provide cash refunds of employee contributions upon the Participant's death; or

(D) to pay increased benefits that result from a plan amendment.

(2) The amount that must be distributed on or before the Participant's Required Beginning Date (or, if the Participant dies before distributions begin, the date distributions are required to begin under Section (b)(2)(i) or (ii)) is the payment that is required for one payment interval. The second payment need not be made until the end of the next payment interval even if that payment interval ends in the next calendar year. Payment intervals are the periods for which payments are received, *e.g.*, bi-monthly, monthly, semiannually, or annually. All of the Participant's benefit accruals as of the last day of the first distribution calendar year will be included in the calculation of the amount of the annuity payments for payment intervals ending on or after the Participant's Required Beginning Date.

(3) Any additional benefits accruing to the Participant in a calendar year after the first distribution calendar year will be distributed beginning with the first payment interval ending in the calendar year immediately following the calendar year in which such amount accrues.

(d) Requirements for Annuity Distributions That Commence During a Participant's Lifetime.

(1) If the Participant's interest is being distributed in the form of a joint and survivor annuity for the joint lives of the Participant and a nonspouse beneficiary, annuity payments to be made on or after the Participant's Required Beginning Date to the Designated Beneficiary after the Participant's death must not at any time exceed the applicable percentage of the annuity payment for such period that would have been payable to the Participant using the table set forth in Treas. Reg. § 1.401(a)(9)-6T, Q & A -2. If the form of distribution combines a joint and survivor annuity for the joint lives of the Participant and a nonspouse beneficiary and a period certain annuity, the requirements in the preceding sentence will apply to annuity payments to be made to the Designated Beneficiary after the expiration of the period certain.

(2) Unless the Participant's spouse is the sole Designated Beneficiary and the form of distribution is a period certain and no life annuity, the period certain for an annuity distribution commencing during the Participant's lifetime may not exceed the applicable distribution period for the Participant under the Uniform Lifetime Table set forth in Treas. Reg. § 1.401(a)(9)-9 for the calendar year that contains the Annuity Starting Date. If the Annuity Starting Date precedes the year in which the Participant reaches Age 70, the applicable distribution period for the Participant is the distribution period for Age 70 under the Uniform Lifetime Table set forth in Treas. Reg. § 1.401(a)(9)-9 plus the excess of 70 over the Age of the Participant as of the Participant's birthday in the year that contains the Annuity Starting Date. If the Participant's Spouse is the Participant's sole Designated Beneficiary and the form of distribution is a period certain and no life annuity, the period certain may not exceed the longer of the Participant's applicable distribution period, as determined under this Section (d)(2), or the joint life and last survivor expectancy of the Participant and the Participant's Spouse as determined under the Joint and Last Survivor Table set forth in Treas. Reg. § 1.401(a)(9)-9, using the Participant's and Spouse's attained ages as of the Participant's and Spouse's birthdays in the calendar year that contains the Annuity Starting Date.

(e) When Participant Dies Before Date Distribution Begins.

(1) If the Participant dies before the date distribution of his or her interest begins and there is a Designated Beneficiary, the Participant's entire interest will be distributed, beginning no later than the time described in subsection (b)(2)(i) or (ii), over the life of the Designated Beneficiary or over a period certain not exceeding:

(i) unless the Annuity Starting Date is before the first distribution calendar year, the life expectancy of the Designated Beneficiary determined using the beneficiary's Age as of the beneficiary's birthday in the calendar year immediately following the calendar year of the Participant's death; or

(ii) if the Annuity Starting Date is before the first distribution calendar year, the life expectancy of the Designated Beneficiary determined using the beneficiary's Age as of the beneficiary's birthday in the calendar year that contains the Annuity Starting Date.

(2) If the Participant dies before the date distributions begin and there is no Designated Beneficiary as of September 30 of the year following the year of the Participant's death, distribution of the Participant's entire interest will be completed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

(3) If the Participant dies before the date the distribution of his or her interest begins, the Participant's surviving Spouse is the Participant's sole Designated Beneficiary, and the surviving Spouse dies before distributions to the surviving Spouse begin, this subsection (e) will apply as if the surviving Spouse were the Participant, except that the time by which distributions must begin will be determined without regard to subsection (b)(2).

(f) Definitions. As used in this Section 15.11, the following terms shall have the following meanings:

(1) "Annuity Starting Date" means the first day of the first period for which an amount is paid as an annuity or any other form and as further defined in the Plan.

(2) "Designated Beneficiary" means the individual who is the Designated Beneficiary under Treas. Reg. § 1.401(a)(9)-4, Q&A-1.

(3) "Distribution Calendar Year" means a calendar year for which a minimum distribution is required. For distributions beginning before the Participant's death, the first distribution calendar year is the calendar year immediately preceding the calendar year, which contains the Participant's Required Beginning Date. For distributions beginning after the Participant's death, the first distribution calendar year is the calendar year in which distributions are required to begin pursuant to subsection (b)(2).

(4) "Life expectancy" means life expectancy as computed by use of the Single Life Table in Treas. Reg. § 1.401(a)(9)-9.

(5) "Required Beginning Date" means the date specified in Section 15.10 of the Plan.

8. Section 15.13 of the Plan is amended by adding the following two paragraphs to the end thereof:

In the case of a death or Disability occurring on or after January 1, 2007, if a Participant dies while performing qualified military service (as defined in Code Section

414(u)), the survivors of the Participant are entitled to any additional benefits (other than benefit accruals relating to the period of qualified military service) provided under the Plan as if the participant had resumed and then terminated employment on account of death.

For years beginning after December 31, 2008, (i) an individual receiving a differential wage payment, as defined by Code Section 3401(h)(2), shall be treated as an Employee of the Employer making the payment, (ii) the differential wage payment shall be treated as Earnings, and (iii) the Plan shall not be treated as failing to meet the requirements of any provision described in Code Section 414(u)(1)(C) by reason of any contribution or benefit which is based on the differential wage payment.

IN WITNESS WHEREOF, the Employer has caused this First Amendment to be executed on this 17th day of May, 2011.

DATE

TOWN OF CHESTER

5-7-2012



Adopted at May 17, 2011 Town Meeting

3121253_1

BLUECARE POS \$15/\$250\$100\$200

PLAN FEATURES	NETWORK CARE	OUT-OF-NETWORK CARE
Primary Care Physician Selection	Not applicable	Not applicable
Deductible (per plan year)	\$3,500 Individual \$7,000 Family	\$6,000 Individual \$12,000 Family
Unless otherwise indicated, the deductible must be met before benefits can be paid.		
Claims from in-network and out-of-network providers do not cross-accumulate to satisfy the deductible.		
As indicated in the plan, member cost sharing for certain services are excluded from the charges to meet the deductible.		
No one family member may contribute more than the individual deductible amount to the family deductible.		
Member Coinsurance (applies to all expenses unless otherwise stated)	20%	50%
Out-of-Pocket (OOP) Maximum (per plan year, includes deductible)	\$4,700 Individual \$9,400 Family	\$9,400 Individual \$18,800 Family
Claims from in-network and out-of-network providers do not cross-accumulate to satisfy the out-of-pocket maximums.		
Only those out-of-pocket expenses resulting from the application of coinsurance percentage, deductibles, and copays may be used to satisfy the out of pocket maximum.		
No one family member may contribute more than the individual out-of-pocket maximum amount to the family out-of-pocket maximum.		
Payment for Out-of-Network Care*	Not applicable	Professional: 100% of Medicare Facility: 100% of Medicare
Certification Requirements		
Certification for certain types of out-of-network care must be obtained to avoid a reduction in benefits paid for that care. Certification for hospital admissions, treatment facility admissions, skilled nursing facility admissions, home health care, and hospice care is required. If the necessary certification is not received, payment for services will be reduced by 50% up to \$400 per service or supply.		
Referral Requirement	Not applicable	Not applicable
PHYSICIAN SERVICES	NETWORK CARE	OUT-OF-NETWORK CARE
Office Visits to Non-Specialist	20% after deductible	50% after deductible
Includes services of an internist, general physician, family practitioner or pediatrician for diagnosis and treatment of an illness or injury.		
Specialist Office Visits	20% after deductible	50% after deductible
Walk-in Clinics	20% after deductible	50% after deductible
Walk-in clinics are network, free-standing health care facilities. They are an alternative to a doctor's office visit for treatment of unscheduled, non-emergency illnesses and injuries and the administration of certain immunizations. It is not an alternative for emergency room services or the ongoing care provided by a physician. Neither an emergency room, nor an outpatient department of a hospital, is considered a walk-in clinic.		
Maternity - Delivery and Post-Partum Care	20% after deductible	50% after deductible
Allergy Testing (given by a physician)	20% after deductible	50% after deductible
Allergy Injections (not given by a physician)	20% after deductible	50% after deductible
PREVENTIVE CARE	NETWORK CARE	OUT-OF-NETWORK CARE
Preventive care services are covered in accordance with Health Care Reform.		
Routine Adult Physical Exams and Immunizations Limited to 1 exam every 12 months.	Covered in full	50% after deductible
Well Child Exams and Immunizations Provides coverage for 7 exams in the first year of life; 3 exams in the second year; 3 exams in the third year; and 1 exam per 12 months from age 3 to age 22.	Covered in full	50% after deductible
Routine Gynecological Exams Includes Pap smear, HPV screening and related lab fees. Limited to 1 exam every 12 months.	Covered in full	50% after deductible
Routine Mammograms For covered females age 40 and over. Frequency schedule applies.	Covered in full	50% after deductible

Women's Health Includes: Screening for gestational diabetes; HPV (Human Papillomavirus) DNA testing, counseling for sexually transmitted infections; counseling and screening for human immunodeficiency virus; screening and counseling for interpersonal and domestic violence; breastfeeding support, supplies and counseling; Limitations may apply.	Covered in full	Member cost sharing is based on the type of service performed and the place of service where it is rendered.
Prenatal Maternity	Covered in full	50% after deductible
Routine Digital Rectal Exam / Prostate-Specific Antigen Test For covered males age 40 and over. Frequency schedule applies.	Covered in full	50% after deductible
Colorectal Cancer Screening Sigmoidoscopy and Double Contrast Barium Enema - 1 every 5 years for all members age 50 and over. Preventive Colonoscopy - 1 every 10 years for all members age 50 and over. Fecal Occult Blood Testing - 1 every year for all members age 50 and over.	Covered in full	50% after deductible
Routine Eye and Hearing Screenings	Paid as part of routine physical exam.	Paid as part of routine physical exam.
HEARING SERVICES	NETWORK CARE	OUT-OF-NETWORK CARE
Hearing Exam (by Specialist)	Not covered	Not covered
Hearing Aid Coverage is limited to 1 per ear every 24 months.	50% after deductible	50% after deductible
VISION SERVICES	NETWORK CARE	OUT-OF-NETWORK CARE
Adult Routine Eye Exams (Refraction)	Not covered	Not covered
Pediatric Routine Eye Exams (Refraction) Coverage is limited to 1 exam per plan year age 0-19.	20% after deductible	50% after deductible
Adult Vision Hardware	Not covered	Not covered
Pediatric Vision Hardware Coverage is limited to 1 set of frames and 1 set of contact lenses or eyeglass lenses per plan year. Includes contact lens fitting. Covered ages 0-19.	Covered in full after deductible	50% after deductible
DIAGNOSTIC PROCEDURES	NETWORK CARE	OUT-OF-NETWORK CARE
Outpatient Diagnostic Laboratory	20% after deductible	50% after deductible
Outpatient Diagnostic X-ray (except for Complex Imaging Services)	20% after deductible	50% after deductible
Outpatient Diagnostic X-ray for Complex Imaging Services Including, but not limited to, MRI, MRA, PET and CT scans. Precertification required.	20% after deductible	50% after deductible
EMERGENCY MEDICAL CARE	NETWORK CARE	OUT-OF-NETWORK CARE
Urgent Care Provider (Benefit Availability may vary by location.)	20% after deductible	50% after deductible
Non-Urgent Use of Urgent Care Provider	Not covered	Not covered
Emergency Room	20% after deductible	Paid as in-network
Non-Emergency care in an Emergency Room	Not covered	Not covered
Emergency Ambulance	Covered in full after deductible	Paid as in-network
Non-Emergency Ambulance	20% after deductible	Paid as in-network
HOSPITAL CARE	NETWORK CARE	OUT-OF-NETWORK CARE

Inpatient Coverage Including maternity (prenatal, delivery and postpartum) and transplants.	20% after deductible	50% after deductible
Outpatient Surgery Provided in an outpatient hospital department or freestanding surgical facility.	20% after deductible	50% after deductible
Colonoscopy (non-preventive)	Member cost sharing is based on the type of service performed and the place rendered.	Member cost sharing is based on the type of service performed and the place rendered.
Transplants Coverage at the in-network cost share is limited to IOE only. Non-IOE par facilities and out-of-network facilities are covered at out-of-network cost sharing.	20% after deductible	50% after deductible
MENTAL HEALTH and ALCOHOL/DRUG ABUSE SERVICES	NETWORK CARE	OUT-OF-NETWORK CARE
Inpatient Mental Health	20% after deductible	50% after deductible
Outpatient Mental Health	20% after deductible	50% after deductible
Inpatient Detoxification	20% after deductible	50% after deductible
Outpatient Detoxification	20% after deductible	50% after deductible
Inpatient Rehabilitation	20% after deductible	50% after deductible
Outpatient Rehabilitation	20% after deductible	50% after deductible
OTHER SERVICES AND PLAN DETAILS	NETWORK CARE	OUT-OF-NETWORK CARE
Skilled Nursing Facility Coverage is limited to 90 days per plan year. Network and Out-of-Network combined.	20% after deductible	50% after deductible
Home Health Care Coverage is limited to 100 visits per plan year. Network and Out-of-Network combined; 1 visit equals a period of 4 hours or less.	25% after deductible	25% after deductible
Infusion Therapy Provided in the home or physician's office.	20% after deductible	50% after deductible
Infusion Therapy Provided in the outpatient hospital department of freestanding facility.	20% after deductible	50% after deductible
Inpatient Hospice Care	20% after deductible	50% after deductible
Outpatient Hospice Care	25% after deductible	25% after deductible
Private Duty Nursing -Outpatient	Not covered	Not covered
Outpatient Short-Term Rehabilitation - Physical Therapy If provided in the outpatient hospital department, paid under outpatient hospital benefit. Coverage is limited to 40 visits per plan year PT/OT/ST combined, rehabilitation & habilitation separate. Network and Out-of-Network combined.	20% after deductible	50% after deductible
Outpatient Short-Term Rehabilitation - Occupational Therapy If provided in the outpatient hospital department, paid under outpatient hospital benefit. Coverage is limited to 40 visits per plan year PT/OT/ST combined, rehabilitation & habilitation separate. Network and Out-of-Network combined.	20% after deductible	50% after deductible

Outpatient Short-Term Rehabilitation - Speech Therapy If provided in the outpatient hospital department, paid under outpatient hospital benefit. Coverage is limited to 40 visits per plan year PT/OT/ST combined, rehabilitation & habilitation separate. Network and Out-of-Network combined.	20% after deductible	50% after deductible
Outpatient Chiropractic If provided in the outpatient hospital department, paid under outpatient hospital benefit. Coverage is limited to 20 visits per plan year.	20% after deductible	50% after deductible
Acupuncture	Not covered	Not covered
Durable Medical Equipment	50% after deductible	50% after deductible
Diabetic Supplies not obtainable at a pharmacy	Covered same as any other medical expense.	Covered same as any other medical expense.
FAMILY PLANNING		
Infertility Treatment - Diagnostic only Covered only for the diagnosis and treatment of the underlying medical condition.	Member cost sharing is based on the type of service performed and the place rendered.	50% after deductible
Infertility Treatment - Artificial Insemination or Ovulation Induction Covered based on the type of service and where it is received.	Member cost sharing is based on the type of service performed and the place rendered.	50% after deductible
Advanced Reproductive Technology. Including, but not limited to, GIFT, ZIFT, IVF, ICSI, ovum microsurgery and cryopreserved embryo transfers. Covered based on the type of service and where it is received.	Member cost sharing is based on the type of service performed and the place rendered.	50% after deductible
Voluntary Sterilization - Vasectomy	20% after deductible	50% after deductible
Voluntary Sterilization - Tubal Ligation	Covered in full	50% after deductible
PEDIATRIC DENTAL SERVICES		
Preventive & Diagnostic (includes exams, cleanings, x-rays, fluoride, sealants)	Covered in full after deductible	30% after deductible
Basic (includes space maintainers, fillings, anesthesia, denture adjustments)	30% after deductible	50% after deductible
Major (includes crowns, endodontics, periodontics, oral surgery, dentures, bridges)	50% after deductible	50% after deductible
Orthodontia (limited to medically necessary orthodontia) Coverage is limited to age 0-19.	50% after deductible	50% after deductible
PHARMACY DEDUCTIBLE		
Prescription drug plan year deductible	Prescription drugs purchased at a network pharmacy are subject to the in-network medical deductible which must be satisfied before any prescription drug benefits are paid.	Prescription drugs purchased at a non-network pharmacy are subject to the non-network medical deductible which must be satisfied before any prescription drug benefits are paid.
PHARMACY - PRESCRIPTION DRUG BENEFITS		
Retail Up to a 30-day supply		
Generic Drugs	Generic: \$5 copayment after deductible	Generic: 50% after deductible
Preferred Brand Drugs	\$50 copayment after deductible	50% after deductible
Non-Preferred Drugs	Generic & Brand: 50% up to \$500 after deductible	Generic & Brand: 50% after deductible
Specialty Drugs Includes self-injectable, infused and oral specialty drugs (retail and mail order up to a 30-day supply, excludes insulin).	Specialty Preferred: 20% up to \$300 after deductible Specialty Nonpreferred: 50% up to \$500 after deductible	Specialty Preferred: 50% after deductible Specialty Nonpreferred: 50% after deductible

Mail Order Delivery	When you fill your prescription by mail order, you may save money 31-90 days – excludes specialty drugs when compared to the cost to purchase your prescriptions at your local retail pharmacy.	
Generic Drugs	Generic: \$10 copayment after deductible	Not covered
Preferred Brand Drugs	\$100 copayment after deductible	Not covered
Non-Preferred Drugs	Generic & Brand: 50 % up to \$1,000	Not covered
Specialty Drugs Includes self-injectable, infused and oral specialty drugs	Not covered Not covered	Not covered Not covered
Specialty CareRx™ - For more information, please go to www.aetnaspecialtycarerx.com		

Choose Generic - Included. See Aetna Formulary for details.

If the physician prescribes or the member requests a covered brand name prescription drug when a generic prescription drug equivalent is available, the member will pay the difference in cost between the brand name prescription drug and the generic prescription drug equivalent plus the applicable cost-sharing. The cost difference between the generic and brand does not count toward the Out of Pocket Maximum.

Precertification - Included. See Aetna Formulary for details.

Step Therapy - Included. See Aetna Formulary for details.

Pharmacy Plan includes:

Diabetic supplies obtainable from a pharmacy (Including: needles, syringes, test strips, lancets and alcohol swabs - available at retail or mail order).

Coverage is excluded for lifestyle/performance drugs.

Formulary generic FDA-approved Womens Contraceptives covered 100% in network.

In-Network and Out-of-Network Providers

We cover the cost of services based on whether doctors are "in-network" or "out-of-network". We want to help you understand how much Aetna pays for your out-of-network care. At the same time, we want to make it clear how much more you will need to pay for this "out-of-network" care.

You may choose a provider (doctor or hospital) in our network. You may choose to visit an out-of-network provider. If you choose a provider who is out-of-network, your Aetna health plan may pay some of that provider's bill. Most of the time, you will pay a lot more money out of your own pocket if you choose to use an out-of-network doctor or hospital.

Your doctor sets his or her own rate to charge you. It may be higher - sometimes much higher - than what your Aetna plan "recognizes". Your non-network doctor may bill you for the dollar amount that Aetna doesn't "recognize". You must also pay any copayments, coinsurance and deductibles under your plan. No dollar amount above the "recognized charge" counts toward your deductible or out-of-pocket maximums.

To learn more about how we pay out-of-network benefits visit www.aetna.com. Type "how Aetna pays" in the search box.

You can avoid these extra costs by getting your care from Aetna's broad network of health care providers. Go to www.aetna.com and click on "Find a Doctor" on the left side of the page. If you are already a member, sign on to your Aetna Navigator member site.

This applies when you choose to get care out-of-network. When you have no choice (for example: emergency room visit after a car accident, or for other emergency services), we will pay the bill as if you got care in the network. You pay cost sharing and deductibles for your in-network level of benefits. Contact Aetna if your provider asks you to pay more. You are not responsible for any outstanding balance billed by your providers for emergency services beyond your cost sharing and deductibles.

What's Not Covered

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

- All medical or hospital services not specifically covered in or which are limited or excluded in the plan documents
- Charges related to any eye surgery mainly to correct refractive errors
- Cosmetic surgery, including breast reduction
- Custodial care
- Adult dental care and x-rays
- Donor egg retrieval
- Experimental and investigational procedures
- Immunizations for travel or work

- Infertility services, including, but not limited to, artificial insemination and advanced reproductive technologies such as IVF, ZIFT, GIFT, ICSI and other related services, unless specifically listed as covered in your plan documents
- Non-medically necessary services or supplies
- Orthotics except as specified in the plan
- Over-the-counter medications and supplies
- Reversal of sterilization
- Services for the treatment of sexual dysfunction or inadequacies, including therapy, supplies, counseling and prescription drugs
- Special duty nursing
- Weight reduction programs, or dietary supplements

This material is for informational purposes only and is neither an offer of coverage nor medical advice. It contains only a partial, general description of plan benefits or programs and does not constitute a contract. Aetna does not provide health care services and, therefore, cannot guarantee results or outcomes. Consult the plan documents (i.e. Group Insurance Certificate and/or Group Policy) to determine governing contractual provisions, including procedures, exclusions and limitation relating to the plan. With the exception of Aetna Rx Home Delivery, all preferred providers and vendors are independent contractors in private practice and are neither employees nor agents of Aetna or its affiliates. Aetna Rx Home Delivery, LLC, is a subsidiary of Aetna Inc. The availability of any particular provider cannot be guaranteed, and provider network composition is subject to change without notice.

Certain services require precertification, or prior approval of coverage. Failure to precertify for these services may lead to substantially reduced benefits or denial of coverage. Some of the benefits requiring precertification may include, but are not limited to, inpatient hospital, inpatient mental health, inpatient skilled nursing, outpatient surgery, substance abuse (detoxification, inpatient and outpatient rehabilitation). When the Member's preferred provider is coordinating care, the preferred provider will obtain the precertification. Precertification requirements may vary.

If your plan covers outpatient prescription drugs, your plan includes a drug formulary (preferred drug list). A formulary is a list of prescription drugs generally covered under your prescription drug benefits plan on a preferred basis subject to applicable limitations and conditions. Your pharmacy benefit is generally limited to the drugs listed on the formulary. The medications listed on the formulary are subject to change in accordance with applicable state law. For information regarding how medications are reviewed and selected for the formulary, formulary information, and information about other pharmacy programs such as precertification and step therapy, please refer to our website at www.aetna.com, or the Aetna Medication Formulary Guide. Aetna receives rebates from drug manufacturers that may be taken into account in determining Aetna's Preferred Drug List. Rebates do not reduce the amount a member pays the pharmacy for covered prescriptions. In addition, in circumstances where your prescription plan uses copayments or coinsurance calculated on a percentage basis or a deductible, use of formulary drugs may not necessarily result in lower costs for the member. Members should consult with their treating physicians regarding questions about specific medications. Refer to your plan documents or contact Member Services for information regarding the terms and limitations of coverage.

Aetna Rx Home Delivery refers to Aetna Rx Home Delivery, LLC, a subsidiary of Aetna, Inc., that is a licensed pharmacy providing mail-order pharmacy services. Aetna's negotiated charge with Aetna Rx Home Delivery may be higher than Aetna Rx Home Delivery's cost of purchasing drugs and providing mail-order pharmacy services.

While this information is believed to be accurate as of the print date, it is subject to change.

In case of emergency, call 911 or your local emergency hotline, or go directly to an emergency care facility.

Benefits are provided by Aetna Life Insurance Company (ALIC).

For more information about Aetna plans, refer to www.aetna.com.

Your employer is offering dental benefits through Unum for you and your family

Unum has partnered with United Concordia to offer a plan that fits your needs — with the high-quality service you expect from leading benefit providers.



You have access to a national network of more than 96,100 participating dentists in over 261,600 locations who will file claims for you. This plan includes benefits for diagnostic services, preventive care, basic services and major services.

Please refer to the charts for the benefits and covered services under this plan.

Find a dentist

To look for a dentist in the network, visit unumdental.com

Dental rates

Coverage	Monthly Premium
Employee	\$45.99
Employee and spouse	\$91.20
Employee and child(ren)	\$96.66
Family	\$152.52

Dental underwritten by:

UNITED CONCORDIA

Alliance

90th %

Diagnostic and preventive services ¹	In-network coverage ²	Out-of-network coverage ³
Exams		
Cleanings		
Fluoride treatments		
X-rays		
Bitewings	100%	100%
All others		
Sealants		
Palliative treatment		

Basic services ¹	In-network coverage ²	Out-of-network coverage ³
Space Maintainers		
Basic restorative (fillings)		
Simple extractions		
Endodontics		
Repairs of crowns, inlays, onlays, bridges and dentures	80%	80%
Surgical / non-surgical periodontics		
Complex Oral Surgery		
General Anesthesia		

Major services ¹	In-network coverage ²	Out-of-network coverage ³
Crowns, inlays, and onlays		
Prosthetics (bridges, dentures)	50%	50%

Please see other side for more services.

Benefits and covered services (continued)

Preventive Incentive[®]

Routine preventive services like cleanings, exams and X-rays do not count toward your plan's annual maximum, leaving you with more benefit dollars for other covered dental procedures.

Smile for Health-Wellness

Provides more comprehensive coverage for members with covered chronic illnesses by increasing the amount the dental plan currently pays towards nonsurgical periodontal services. It also increases the percentage the plan will pay for enhanced periodontal disease management.

Orthodontics (for dependent children to age 19)	In-network coverage ²	Out-of-network coverage ³
Diagnostic, active, retention treatment	50%	50%

Maximums and deductibles ¹	In-network coverage ²	Out-of-network coverage ³
Annual plan deductible (per person/family)	\$50/\$150	\$50/\$150
Annual plan maximum (per person)	\$1000	\$1000
Lifetime orthodontic maximum (per person)	\$1000	\$1000

¹ Dependent children are covered to age 26.

² Reimbursement is based on the schedule of maximum allowable charges. In-network dentists agree to accept our allowances as payment for covered services. Out-of-network dentists may bill the member for any differences between the allowance and their fee. United Concordia Dental's standard exclusions and limitations apply.

³ United Concordia creates out-of-network charges utilizing FAIR Health data supplemented with our charge data as appropriate. We then calculate the out-of-network charge at the 90th percentile of such data. Non-network dentists may bill the member for any difference between our allowance and their fee.

Preventive Incentive[®] is a registered trademark of United Concordia.

The policies or their provisions may vary or be unavailable in some states. The policies have exclusions and limitations which may affect any benefits payable. See the actual policy or your Unum representative for specific provisions and details of availability.

unum.com

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EN-1598-1 (11-14) **FOR EMPLOYEES**

Schedule of exclusions and limitations

For all cases effective 7/1/14 and beyond

Exclusions and limitations may differ by state and benefit plan. Some exclusions and/or limitations may be waived depending on the Member's medical condition. Only American Dental Association procedure codes are covered. In the event of conflict between United Concordia's Group Policy and this proposal, the Group Policy will govern.

EXCLUSIONS – The following services, supplies or charges are excluded:

1. Started prior to the Member's Effective Date or after the Termination Date of coverage under the Group Policy (e.g. multi-visit procedures such as endodontics, crowns, bridges, inlays, onlays, and dentures).
2. For house or hospital calls for dental services and for hospitalization costs (e.g. facility-use fees).
3. That are the responsibility of Workers' Compensation or employer's liability insurance, or for treatment of any automobile-related injury in which the Member is entitled to payment under an automobile insurance policy. The Company's benefits would be in excess to the third-party benefits and therefore, the Company would have right of recovery for any benefits paid in excess.

For Group Policies issued and delivered in Georgia, Missouri and Virginia, only services that are the responsibility of Workers' Compensation or employer's liability insurance shall be excluded from this Plan.

For Group Policies issued and delivered in North Carolina, services or supplies for the treatment of an Occupational Injury or Sickness which are paid under the North Carolina Workers' Compensation Act are excluded only to the extent such services or supplies are the liability of the employee according to a final adjudication under the North Carolina Workers' Compensation Act or an order of the North Carolina Industrial Commission approving a settlement agreement under the North Carolina Workers' Compensation Act.

For Group Policies issued and delivered in Maryland, this exclusion does not apply.

4. For prescription and non-prescription drugs, vitamins or dietary supplements.

For Group Policies issued and delivered in Arizona and New Mexico, this exclusion does not apply.

5. Administration of nitrous oxide and/or IV sedation, unless specifically indicated on the Schedule of Benefits.

For Group Policies issued and delivered in Washington, this exclusion does not apply when required dental services and procedures are performed in a dental office for covered persons under the age of seven (7) or physically or developmentally disabled.

For Group Policies issued and delivered in New York, this exclusion does not apply if dental services are required for sound teeth as a result of accidental injury.

6. Which are Cosmetic in nature as determined by the Company (e.g. bleaching, veneer facings, personalization or characterization of crowns, bridges and/or dentures).

For Group Policies issued and delivered in New York, this exclusion does not apply if dental services are required for sound teeth as a result of accidental injury.

For Group Policies issued and delivered in New Jersey, this exclusion does not apply for Cosmetic services for newly born children of Members.

For Group Policies issued and delivered in Washington, this exclusion does not apply in the instance of congenital abnormalities for covered newly born children from the moment of birth.

7. Elective procedures (e.g. the prophylactic extraction of third molars).
8. For congenital mouth malformations or skeletal imbalances (e.g. treatment related to cleft lip or cleft palate, disharmony of facial bone, or required as the result of orthographic surgery including orthodontic treatment).

For Group Policies issued and delivered in Kentucky, Minnesota and Pennsylvania, this exclusion shall not apply to newly born children of Members including newly adoptive children, regardless of age.

For Group Policies issued and delivered in Colorado, Hawaii, Indiana, Missouri, New Jersey and Virginia, this exclusion shall not apply to newly born children of Members.

For Group Policies issued and delivered in Florida, this exclusion shall not apply for diagnostic or surgical dental (not medical) procedures rendered to a Member of any age.

For Group Policies issued and delivered in Washington, this exclusion shall not apply in the instance of congenital abnormalities for covered newly born children from the moment of birth.

9. For dental implants and any related surgery, placement, restoration, prosthetics (except single implant crowns), maintenance and removal of implants unless specifically covered under the Certificate.
10. Diagnostic services and treatment of jaw joint problems by any method unless specifically covered under the Certificate. Examples of these jaw joint problems are temporomandibular joint disorders (TMD) and craniomandibular disorders or other conditions of the joint linking the jaw bone and the complex of muscles, nerves and other tissues related to the joint.

For Group Policies issued and delivered in New York, diagnostic services and treatment of jaw joint problems related to a medical condition are excluded unless specifically covered under the Certificate. These jaw joint problems include but are not limited to such conditions as temporomandibular joint disorder (TMD) and craniomandibular disorders or other conditions of the joint linking the jaw bone and the complex of muscles, nerves and other tissues related to the joint.

For Group Policies issued and delivered in Florida, this exclusion does not apply to diagnostic or surgical dental (not medical) procedures for treatment of temporomandibular joint disorder (TMD) rendered to a Member of any age as a result of congenital or developmental mouth malformation, disease or injury and such procedures are covered under the Certificate or the Schedule of Benefits.

For Group Policies issued and delivered in Minnesota, this exclusion does not apply.

11. For treatment of fractures and dislocations of the jaw.

For Group Policies issued and delivered in New York, this exclusion does not apply if dental services are required for sound teeth as a result of accidental injury.

12. For treatment of malignancies or neoplasms.
13. Services and/or appliances that alter the vertical dimension (e.g. full-mouth rehabilitation, splinting, fillings) to restore tooth structure lost from attrition, erosion or abrasion, appliances or any other method.
14. Replacement or repair of lost, stolen or damaged prosthetic or orthodontic appliances.
15. Preventive restorations.
16. Periodontal splinting of teeth by any method.
17. For duplicate dentures, prosthetic devices or any other duplicative device.
18. For which in the absence of insurance the Member would incur no charge.
19. For plaque control programs, tobacco counseling, oral hygiene and dietary instructions.

20. For any condition caused by or resulting from declared or undeclared war or act thereof, or resulting from service in the National Guard or in the Armed Forces of any country or international authority.

For Group Policies issued and delivered in Oklahoma, this exclusion does not apply.

21. For treatment and appliances for bruxism (e.g. night grinding of teeth).

22. For any claims submitted to the Company by the Member or on behalf of the Member in excess of twelve (12) months after the date of service.

For Group Policies issued and delivered in Maryland, failure to furnish the claim within the time required does not invalidate or reduce a claim if it was not reasonably possible to submit the claim within the required time, if the claim is furnished as soon as reasonably possible, and, except in the absence of legal capacity of the Member, not later than one (1) year from the time the claim is otherwise required.

23. Incomplete treatment (e.g. patient does not return to complete treatment) and temporary services (e.g. temporary restorations).

24. Procedures that are:

- part of a service but are reported as separate services
- reported in a treatment sequence that is not appropriate
- misreported or that represent a procedure other than the one reported.

25. Specialized procedures and techniques (e.g. precision attachments, copings and intentional root canal treatment).

26. Fees for broken appointments.

27. Those not Dentally Necessary or not deemed to be generally accepted standards of dental treatment. If no clear or generally accepted standards exist, or there are varying positions within the professional community, the opinion of the Company will apply.

LIMITATIONS – Covered services are limited as detailed below. Services are covered until 12:01 a.m. of the birthday when the patient reaches any stated age:

1. Full mouth X-rays — one (1) every 5 year(s).
2. Bitewing x-rays — one (1) set(s) per 12 months under age nineteen (19) and one (1) set(s) per 18 months age nineteen (19) and older.
3. Oral Evaluations:
 - Comprehensive and periodic — two (2) of these services per 12 months. Once paid, comprehensive evaluations are not eligible to the same office unless there is a significant change in health condition or the patient is absent from the office for three (3) or more year(s).
 - Limited problem focused and consultations — one (1) of these services per dentist per patient per 12 months.
 - Detailed problem focused — one (1) per dentist per patient per 12 months per eligible diagnosis.
4. Prophylaxis — two (2) per 12 months. One (1) additional for Members under the care of a medical professional during pregnancy.
5. Fluoride treatment — one (1) per 12 months under age fourteen (14).
6. Space maintainers — one (1) per five (5) year period for Members under age fourteen (14) when used to maintain space as a result of prematurely lost deciduous molars and permanent first molars, or deciduous molars and permanent first molars that have not, or will not, develop.

7. Sealants — one (1) per tooth per 3 year(s) under age sixteen (16) on permanent first and second molars.

8. Prefabricated stainless steel crowns — one (1) per tooth per lifetime for Members under age fifteen (15).

9. Periodontal Services:

- a. Full mouth debridement — one (1) per lifetime.
- b. Periodontal maintenance following active periodontal therapy — two (2) per 12 months in addition to routine prophylaxis.
- c. Periodontal scaling and root planning — one (1) per 24 months per area of the mouth.
- d. Surgical periodontal procedures — one (1) per 36 months per area of the mouth.
- e. Guided tissue regeneration — one (1) per tooth per lifetime.

10. Replacement of restorative services only when they are not, and cannot be made, serviceable:

- a. Basic restorations — not within 24 months of previous placement of any basic restoration.
- b. Single crowns, inlays, onlays — not within 5 year(s) of previous placement.
- c. Buildups and post and cores — not within 5 year(s) of previous placement.
- d. Replacement of natural tooth/teeth in an arch — not within 5 year(s) of a fixed partial denture, full denture or partial removable denture.

11. Denture relining, rebasing or adjustments are considered part of the denture charges if provided within 6 months of insertion by the same dentist. Subsequent denture relining or rebasing limited to one (1) every 3 year(s) thereafter.

12. Pulpal therapy — one (1) per primary tooth per lifetime only when there is no permanent tooth to replace it. Eligible teeth limited to primary anterior teeth.

13. Root canal retreatment — one (1) per tooth per lifetime.

14. Recementation — one (1) per 3 year(s). Recementation during the first 3 year(s) following insertion of any preventive, restorative or prosthodontics service by the same dentist is included in the preventive, restorative or prosthodontics service benefit.

15. An alternate benefit provision (ABP) will be applied if a covered dental condition can be treated by means of a professionally acceptable procedure which is less costly than the treatment recommended by the dentist. The ABP does not commit the member to the less costly treatment. However, if the member and the dentist choose the more expensive treatment, the member is responsible for the additional charges beyond those allowed under this ABP.

16. Payment for orthodontic services shall cease at the end of the month after termination by the Company.

17. Intraoral Films:

- Periapical — four (4) per 12 months per dentist if not performed in conjunction with definitive
- Occlusal — two (2) per 12 months under age eight (8).

18. General anesthesia and IV sedation: a total of sixty 60 minutes per session.

This limitation does not apply to Group Policies issued and delivered in Maryland.

United Concordia policies cover dental benefits only. United Concordia's Group Policy begins on the agreed effective date and renews subject to the terms of the Group Policy. Either the employer/group or United Concordia may elect not to renew the Group Policy by providing written notice to the other party at least 31 days prior to renewal. United Concordia may terminate the Group Policy with 31 days written notice if the employer/group fails to pay premium. United Concordia may adjust rates or benefits or terminate the Policy on any premium due date with 31 days advance notice if the minimum participation requirements are not achieved or the nature of the risk changes significantly. Employees/members may be subject to open enrollment periods, late enrollment or voluntary disenrollment restrictions, or continuous enrollment to advance benefit level as required by the Group Policy terms. Employees/members must also meet their employer's or group's eligibility requirements or waiting period for insurance. The amount of benefits and cost depend upon the plan selected.

Policy Number: 9802 (11/07)

Underwritten by **United Concordia Insurance Company**

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Form number AE-1178 (7-14) **FOR EMPLOYEES**

**GROUP SHORT-TERM DISABILITY
CERTIFICATE SUMMARY**



This summary describes some of the terms and conditions of the Policy. For a complete description of the terms and conditions of the Policy, refer to the appropriate section of the Certificate, available from the Policyholder. A person is not necessarily entitled to insurance because he or she received this summary. A person is only entitled to insurance if he or she is eligible in accordance with the terms of the Policy. This summary was published on April 27, 2017.

POLICY INFORMATION

Policyholder:	Town of Chester
Policy Effective Date:	June 1, 2016
Policy Number:	GUG-B24N
Group Number:	G000B24N
Classification:	All Eligible Employees
Minimum Work Hours Required:	20 hours per week
Eligibility Present Waiting Period:	none
Eligibility Future Waiting Period:	none
When Insurance Begins:	the first day of the month that coincides with or follows the day the Employee becomes eligible. Additional eligibility conditions apply as described in the Certificate.
Elimination Period:	
Injury:	0 calendar days
Sickness:	7 calendar days

BENEFITS

Weekly Benefit Percentage:	66 2/3%
Maximum Weekly Benefit:	\$1,000
Maximum Benefit Period:	13 weeks
Vocational Rehabilitation Benefit:	5%

UNITED OF OMAHA LIFE INSURANCE COMPANY

A MUTUAL of OMAHA COMPANY

GROUP LONG-TERM DISABILITY CERTIFICATE SUMMARY



This summary describes some of the terms and conditions of the Policy. For a complete description of the terms and conditions of the Policy, refer to the appropriate section of the Certificate, available from the Policyholder. A person is not necessarily entitled to insurance because he or she received this summary. A person is only entitled to insurance if he or she is eligible in accordance with the terms of the Policy. This summary was published on May 2, 2017.

POLICY INFORMATION

Policyholder:	Town of Chester
Policy Effective Date:	June 1, 2016
Policy Number:	GLTD-B24N
Group Number:	G000B24N
Classification:	All Eligible Employees
Minimum Work Hours Required:	20 hours per week
Eligibility Present Waiting Period:	none
Eligibility Future Waiting Period:	none
When Insurance Begins:	the first day of the month that coincides with or follows the day the Employee becomes eligible. Additional eligibility conditions apply as described in the Certificate.
Elimination Period:	The later of: a) 90 calendar days; or b) the date Your short-term Disability ends.

BENEFITS

Monthly Benefit Percentage:	66 2/3%																				
Maximum Monthly Benefit:	\$5,000																				
Minimum Monthly Benefit:	\$100																				
Maximum Benefit Period:	<table><thead><tr><th>Age at Disability</th><th>Maximum Benefit Period</th></tr></thead><tbody><tr><td>61 or less.....</td><td>to age 65, Your SSNRA, or 3 years and 6 months, whichever is longest;</td></tr><tr><td>62.....</td><td>Your SSNRA, or 3 years and 6 months, whichever is longer;</td></tr><tr><td>63.....</td><td>Your SSNRA, or 3 years, whichever is longer;</td></tr><tr><td>64.....</td><td>Your SSNRA, or 2 years and 6 months, whichever is longer;</td></tr><tr><td>65.....</td><td>2 years;</td></tr><tr><td>66.....</td><td>1 year and 9 months;</td></tr><tr><td>67.....</td><td>1 year and 6 months;</td></tr><tr><td>68.....</td><td>1 year and 3 months;</td></tr><tr><td>69 or older.....</td><td>1 year.</td></tr></tbody></table>	Age at Disability	Maximum Benefit Period	61 or less.....	to age 65, Your SSNRA, or 3 years and 6 months, whichever is longest;	62.....	Your SSNRA, or 3 years and 6 months, whichever is longer;	63.....	Your SSNRA, or 3 years, whichever is longer;	64.....	Your SSNRA, or 2 years and 6 months, whichever is longer;	65.....	2 years;	66.....	1 year and 9 months;	67.....	1 year and 6 months;	68.....	1 year and 3 months;	69 or older.....	1 year.
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Own Occupation Definition:	2 years																				
Survivor Benefit:	3 months																				
Vocational Rehabilitation Benefit:	5%																				

LIMITATIONS/EXCLUSIONS

Alcohol/Drug Addiction Limitation:	24 months
Mental Disorder Limitation:	24 months
Pre-existing Condition Exclusion:	3/12

