

AGREEMENT BETWEEN

Town of Madison

and

Teamsters Local Union #443

July 1, 2016 – June 30, 2019



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This Agreement is made this 28th day of August, 2016 by and between the Town of Madison, hereinafter referred to as the Town or Employer, and Teamsters Local #443 referred to as the Union, affiliated with the International Brotherhood of Teamsters, and shall be binding on both parties hereto, their heirs, successors and assignees, until terminated or amended as hereinafter provided.

ARTICLE I - RECOGNITION

The Town recognizes Teamsters Local #443 as the representative for the purposes of collective bargaining for all full-time and regular part-time Laborers, Truck Drivers, Equipment Operators and Landfill Operators, excluding all other employees and supervisors employed in the Department of Public Works, and that said Teamsters Local #443 is the exclusive representative of all said employees for the purposes of collective bargaining with respect to wages, hours and other conditions of employment.

ARTICLE II - MANAGEMENT RIGHTS

A. Except as otherwise provided in this Agreement, the Town shall not be limited or curtailed in the exercise of the rights, powers, and authority which the Town had prior to the effective date of this Agreement unless and only to the extent that provisions of this Agreement specifically curtail or limit such rights, powers, and authority.

B. The Union recognizes that the following actions are within the Town's managerial rights:

1. To exercise executive management and administrative control of the Town and its properties and facilities;
2. To hire all employees and to determine their qualifications and fitness for employment;
3. To determine overall Town goals and objectives;
4. To determine the services, supplies, and equipment necessary to continue Town operations;
5. To determine the methods, means and personnel by which Town operations are conducted;
6. To adopt reasonable rules and regulations;
7. To determine the location or relocation of its facilities, including the establishment or relocation of new offices, buildings, division or subdivisions thereof, and the relocation or closing of offices, departments, divisions or sub-divisions, buildings, or other facilities;
8. To determine the financial policies including all accounting procedures, and all matters pertaining to public relations;
9. To determine the size of the management organization, its functions, authority, amount of supervision, and table of organization;
10. To direct the working forces, including the right to hire, promote, demote, discipline, transfer, and to increase or decrease the size of the workforce;
11. To layoff employees;
12. To reduce hours based on lack of work or for other legitimate reasons;
13. To determine work schedules;
14. To establish, change, combine or to discontinue job descriptions;

15. To exercise complete control over the technology of performing its work;
16. To schedule operations, means and processes of operations, the materials to be used, and the right to introduce new and improved methods;
17. To privatize or subcontract bargaining unit work consistent with past practice; any change from the past practice shall be subject to state law;
18. To have supervisory personnel perform bargaining unit work; and
19. To take all necessary actions to carry out its objectives in emergencies.

ARTICLE III – UNION SECURITY AND CHECKOFF

Section 1 – Union Security

All present employees who are members of the Union on the date of execution of this Agreement shall remain members of the Union in good standing as a condition of employment.

All present employees who are not members of the Union and all employees who are hired hereafter shall become and remain members in good standing of the Union, or pay a service fee, as a condition of employment on or after the 31st day following the effective date of this Agreement.

The failure of any person to maintain his/her Union membership, or pay a service fee, at the required time shall obligate the Town, upon written notice from the Union to such effect, and to further effect that Union membership was available to such person on the same terms and conditions generally available to other members, to forthwith discharge such person. Further, the failure of any person to maintain his Union membership in good standing, or pay a service fee, as required herein, shall, upon written notice to the Town by the Union to such effect, obligate the Town to discharge such person.

In the event of any change in the law during the term of this Agreement, the Employer Town agrees that the Union will be entitled to the maximum Union security which may be lawfully permissible.

No provision of this Article shall apply to the extent that it may be prohibited by state law. If under applicable state law additional requirements must be met before any such provision may become effective, such additional requirements shall first be met.

Section 2 – Checkoff

The Town agrees to deduct from the pay of all employees covered by this Agreement the dues and initiation fees of the Union, and/or service fee, and agrees to remit to the Union all such deductions prior to the 15th day of the following month for which the deduction is made. Where laws require written authorization by the employee, the same is to be furnished in the form required. No deduction shall be made which is prohibited by applicable law. Where an employee who is on checkoff is not on the payroll during the week during which the deduction is made, the deduction will be made in the next payroll period.

Section 3 – Administrative Dues

During the term of this Agreement and in accordance with the terms of an individual and voluntary written checkoff of membership dues, the Town agrees to withhold bi-weekly from the wages of each employee covered by this Agreement who signs said authorization:

Five cents (\$.05) per hour for each payroll hour worked or paid to said employee during the week as Administrative Dues, provided the Administrative Dues shall not be deducted for those employees who are out on occupational or non-occupational injuries. All monies collected for Administrative Dues by the Town shall be held in trust by the Town until paid to the Union. Administrative Dues which are deducted shall be paid monthly by the 15th of the month following the month in which they were deducted.

Section 4 – D*R*I*V*E Checkoff

The Town agrees to deduct each week from the wages of employees covered by this Agreement who executes an appropriate voluntary checkoff authorization form to the Democrat, Republican, Independent, Voter Education (D*R*I*V*E) Chapter, the amount specified in the checkoff authorization form signed and dated by the employee, the deduction shall continue for the life of this Agreement and any renewals and/or extensions thereof for each employee who signs the checkoff authorization, unless the employee revokes the authorization in writing. The Town agrees that the amounts so deducted shall be remitted weekly to the appropriate D*R*I*V*E Chapter.

Section 5 – Credit Union Checkoff

The Town agrees to deduct certain specific amounts bi-weekly from the wages of those employees who shall have given the Town written authorization to make such deductions. The amounts so deducted shall be remitted to the New England Teamsters Federal Credit Union bi-weekly. The Town shall not make deductions and shall not be responsible for remittance to the Credit Union for any deductions for those weeks during which the employee has no earnings or in those weeks in which the employee's earnings shall be less than the amount authorized for deductions.

All deductions and transmittals shall be subject to and in strict accordance with all applicable laws.

Section 6 – Indemnification

The Union agrees to indemnify and hold harmless the Town from any and all claims of any kind or nature against it for any reason by an employee, or group of employees, because of action taken by the Town under the provisions of this Article.

ARTICLE IV – UNION ACTIVITIES

One (1) member of the Union negotiating committee shall be granted time off from work during normal working hours, without loss of pay, in order to attend all bargaining sessions between the Town and the Union for the purposes of negotiating the terms of the Agreement, when such sessions take place at a time during which such member is scheduled to work.

The Local Officer or Steward representing the grievant shall be granted time off from work, without loss of pay, for all meetings between the Town and the Union for the purpose of discussing grievances, to which the Union is a party, when such meetings take place at a time during which members are scheduled to work.

No employee shall engage in any union activity which interferes with the performance of work during his working time or in working areas of the Town at any time except for the grievance procedure as herein provided.

ARTICLE V – STEWARDS

The Town recognizes the right of the Union to designate stewards and alternates.

Stewards shall be permitted a reasonable amount of time to investigate, present, and process grievances on or off the property of the Town, without loss of time or pay. Such time spent in handling grievances shall be considered working hours in computing daily and/or weekly overtime. Stewards shall be granted super-seniority, for all purposes including layoff.

ARTICLE VI – SENIORITY/ PROBATIONARY PERIOD

Section 1:

(a) Seniority shall be defined as the period of employment with the Town in the work covered by this Agreement, including any period of employment prior to certification of the bargaining unit.

(b) Employees, in order of their seniority, shall have preference provided the employee is qualified and available to perform the work:

- 1) To work opportunity in the event of layoff for the lack of work; and
- 2) In recall to work after layoff.

Section 2:

(a) Seniority shall be broken only by:

- 1) discharge.
- 2) voluntary quit.

- 3) failure to report for work within seven (7) calendar days after receiving notice of recall, or by mutual agreement.
- 4) unauthorized failure to report for three (3) consecutive days when working and on seniority list.
- 5) layoff for twenty four (24) consecutive months.

(b) Any employee who is absent because of proven illness or injury shall maintain his/her seniority not to exceed twelve (12) months.

Section 3:

(a) All new employees shall serve a probationary period of six (6) calendar months. The probationary period shall begin immediately upon date of hire. Once probation is complete, seniority shall be retroactive to date of hire.

(b) A probationary employee may be dismissed from the position, at any time during the probationary period by the Director of Public Works, with or without cause, with the approval of the First Selectman. The employee shall be notified, in writing, of the reasons for the termination and the effective date of the action. The probationary employee may not appeal his/her removal nor shall the employee or the Union be eligible to utilize the grievance procedure.

(c) All newly hired full-time regular employees shall receive health and dental benefits effective the first of the month following the employee's date of hire. Vacation (Article XI), sick (Article XII) and personal time (Article XIII) may be accumulated by full-time and part-time employees (on a pro-rata basis as to vacation and sick time) from the date of hire, but not used until the completion of the probationary period.

ARTICLE VII – HOURS OF WORK, WAGES, OVERTIME

Section 1: The regular full-time hours of employment shall be forty (40) hours per week. This Article shall not be construed as a guarantee of any specific number of hours of work per week. The normal work day shall be 7:00 a.m. – 3:30 p.m. (7:30 a.m. – 3:30 p.m. at the landfill). In the event the need arises to change the schedule, employees shall be given at least one week's notice.

Section 2: The wages, rates and classifications which shall be effective during the term of this Agreement are set forth in Appendix A.

Section 3: Employees shall move up one step on their pay classification July 1st of each year of this Agreement provided he/she has been a full-time employee for six (6) months. Any employee with less than six (6) months service shall receive the step increment at the satisfactory completion of six (6) months. Employees who have displayed below average performance, and have been warned in writing in advance that the failure to improve can result in the denial of step movement, shall not be eligible for step movement.

Section 4: An employee appointed or promoted to a position should normally be placed on the first (1st) step of the salary schedule; however, in the case of a promotion, the employee shall be placed on the step on the new wage level which is closest to but higher than his/her previous wage. An appointment at a salary above the minimum rate based upon qualifications and experience may be made upon written recommendation of the First Selectman or Director of Public Works. The recommendation should be based upon the qualifications of the applicant or by the lack of applicants available at the minimum rate. All starting salaries, other than at the minimum rate, are subject to the approval of the Board of Selectmen.

Section 5: Employees paid on an hourly basis shall be paid for actual hours worked during a pay period times their hourly rate.

Section 6: Employees shall receive time and one-half (1 ½) for all hours worked in excess of forty (40) hours in any one work week or in excess of eight (8) hours in any one day. A work week is defined as that period of time commencing at 12:01 a.m. on Sunday morning and ending at midnight the following Saturday. Overtime worked on Sundays and holidays shall be paid at double-time. There shall be no pyramiding of overtime.

Section 7: If an employee has worked in a higher classification for eight (8) consecutive hours, such employee shall be paid at the rate for that classification. A supervisor must attest that the employee has been required to work in a higher classification on weekly timesheets. The rate of pay shall be determined as a growth step between the rate of pay owned by the employee in their current classification and the next highest rate of pay in the elevated classification. A growth step is defined as a minimum of one dollar (\$1.00) more per hour (if available between classifications). An employee will not be assigned to a classification unless qualified to perform the duties in the higher classifications. Utilization of the following piece of equipment shall be considered work performed by the position of Equipment Operator: Grader, Backhoe, Mini-Excavator, Loader. Possible higher classifications may be: Truck Driver to Mechanic I; Truck Driver to Equipment Operator; Truck Driver to Crew Leader; Equipment Operator to Crew Leader; Equipment Operator to Mechanic I, II or III and Crew Leader to Superintendent. Effective on July 1, 2017 the amount of consecutive hours shall be reduced to four (4).

ARTICLE VIII- CALL IN PROCEDURE

Section 1: All overtime assignments, except snow removal when all employees are called in, shall be offered to qualified employees on a rotational basis. This provision shall not apply in an emergency situation when an immediate response is needed.

Section 2: Routes for snow removal shall be bid, based on seniority, each October for the following winter.

Section 3: In the event an employee does not voluntarily accept or fails to answer his phone for an overtime assignment, he shall move to the bottom of the list and the position will be filled by the next available employee on the rotational list. In the event

no one is available, the Town may order in the least senior employee on the overtime list on a rotating basis.

Section 4: If an employee is called in to work overtime that is not contiguous to his shift, without advance notice, he/she shall receive a minimum of three (3) hours of overtime-pay at time and one half (1-1/2). The minimum call-in pay shall apply to all employees who actually work less than three (3) hours. For all call-in hours in excess of three (3) hours, the employee shall receive pay for actual time worked at the applicable overtime rate. Call-in pay does not apply to either the period three (3) hours before or three (3) hours after the regularly scheduled work day or with at least one (1) days advance notice. Employees shall receive call in pay from the time of the call, provided that the employee arrives to work within one (1) hour of such call.

Section 5: All employees are required to report to work for snow removal duties if ordered in.

Section 6: Advance notice shall be given for all overtime, except snow removal and other emergencies, when possible.

ARTICLE IX – PAYROLL PERIOD

The payroll period shall run from Friday of one week through and including the Thursday of the following week which is fourteen (14) days after the beginning of the pay period. Employees shall receive their paychecks bi-weekly. Paychecks shall be issued by the Payroll Department. Paychecks shall not be issued to anyone other than the employee to whom the check is written, unless the employee authorizes so in writing. No payroll deductions, other than those required by law, shall be made from the employee's paycheck without the employee's written approval. Employees may elect to receive their pay via direct deposit.

ARTICLE X - HOLIDAYS

Section 1: Regular full-time employees shall be granted the following thirteen (13) holidays with pay:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Presidents Day	Veterans Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Christmas Eve	

Employees shall be paid for the above listed holidays at their daily rate based upon the number of hours normally scheduled to work on said day, provided they work the last full day before and after the holiday unless excused by the Director of Public

Works or designee or is otherwise on an approved leave; or are out sick on either such day.

If any of the above listed holidays fall on a Sunday, the following Monday shall be considered the holiday; if the holiday falls on a Saturday, the preceding Friday shall be considered the holiday. Part-time employees, after completion of their probationary period, shall be granted the above listed holidays, and receive compensation based on their normal workday hours for that day.

Section 2: When the holiday is celebrated on a regular full-time employee's normal day off, he/she shall receive a holiday compensation day that must be used within the pay period. When the holiday occurs on a day when the employee is required to work, the employee shall be granted equivalent time off within the pay period or receive paid compensation for holiday work.

ARTICLE XI – VACATIONS

Section 1: Regular full-time employees shall receive accrued vacation leave, based upon the following schedule:

Length of Employment:	Vacation:
1-4 years	10 days
5-14 years	15 days
15 -19 years	20 days
20 years	21 days
21 years	22 days
22 years	23 days
23 years	24 days
24-29 years	25 days
30 years	30 days

Vacation time is accrued monthly and may be taken only after the first six (6) months of employment. An employee may not carry forward, on their service anniversary date, more than two (2) years of accrued leave. Part-time employees shall, after six (6) months of continuous service, receive accrued vacation leave on a pro-rata basis.

Section 2: The length of continuous service shall determine vacation time. For the purpose of computing vacation time, employees who leave the Town service and are later reinstated within two (2) years, shall have their service bridged. Employees rehired by the Town after two (2) years, except as provided in the layoff provision, shall be considered new employees.

Section 3: All vacation leave must be requested and approved by the Director of Public Works, or in his/her absence, his/her designee, prior to taking the leave.

Section 4: An employee who resigns from the employment with the Town with at least two (2) weeks' notice, and those that are laid off or die, shall receive a payment for all accrued and unused vacation time.

ARTICLE XII – SICK LEAVE

Section 1: Regular full-time employees may accrue sick leave at the rate of .833 days per month. Paid sick leave can only be used at the completion of six hundred and eighty (680) hours of service or at the end of the probationary period, whichever comes first, in compliance with the State of Connecticut Public Act 14-128. Unused sick leave shall be accumulated as of the employee's service anniversary date. Part-time employees, after completion of their probationary period or in accordance with the State of Connecticut, Public Act 14-128, shall be granted paid sick days on a pro-rata basis.

Section 2: Employees must notify the Director of Public Works or designee as soon as possible of a sick leave absence. Employees must notify the department of the absence within the first half-hour of the workday at the department head or supervisor's worksite.

Section 3: Sick leave can be used only with the approval of the Director of Public Works or designee and only for personal illness, personal injury, or required medical or dental treatment. The Town may require an examination by a physician, at the Town's expense, to determine the continuation of paid sick leave or an employee's ability to return to his assigned job duties.

Section 4: An employee is required to submit a doctor's statement stating the nature of the illness or injury if the sick leave exceeds five (5) consecutive work days. Failure to provide the doctor's statement shall be sufficient to deny such leave. A doctor's statement may also be required if the sick leave falls on a Friday or a Monday or the day before or after a holiday at the discretion of the Director of Public Works or designee.

Section 5: Abuse of sick leave privileges shall be considered sufficient cause for disciplinary action. Sick leave shall not be considered an entitlement to be used at the employee's discretion, but shall be allowed only in valid cases of sickness or disability. Accumulated sick leave cannot be taken immediately prior to retirement, unless properly chargeable to sick leave.

Section 6: The Town will provide for employees hired prior to June 30, 1993 accrued sick leave payments on retirement or death according to the following schedule:

- Death – 100% of accrued sick leave
- Retirement with less than 15 years of service – no payment
- Retirement with 15-20 years of service – 50% of accrued leave
- Retirement with 20-25 years of service – 70% of accrued leave
- Retirement with more than 25 years of service – 80% of accrued leave

Payment of accumulated sick leave, upon retirement, shall not exceed a total of one hundred and forty (140) days payable. Payout can be made in a lump sum or

in equal annual installments for up to five (5) years. Payout shall be based upon the employee's 1995/96 daily rate of pay.

ARTICLE XIII – PERSONAL LEAVE

Section 1: Employees who have completed their probationary period shall be entitled to up to three (3) paid personal days per fiscal year for the conducting of legal, business, household, family or other personal matters that need to be completed during normal working hours. Use of personal days is subject to prior approval by the Director of Public Works or designee. Approval shall not be unreasonably denied. As a general rule, employees are required to give a twenty-four (24) hour notice when requesting a personal day, however, this rule shall not apply in the case of an emergency. Personal leave cannot be accumulated.

Section 2: An absence of an employee from work, including an absence for a whole or a part of a day, that is not authorized by a specific grant of leave of absence, under the provisions of Article XII, shall be deemed an absence without leave. Any such absence shall be without pay and may subject the employee to disciplinary action. Any employee who is absent from work for three (3) consecutive work days, or on three (3) separate occasions for less than a total of three (3) days without prior approval or notification to the Director of Public Works or designee shall be considered to have resigned from Town service.

Section 3: Effective on July 1, 2016, Personal Leave shall accrue annually each July 1st. For the purposes of the 1st year of implementation, employees shall be allowed to roll over Personal Leave not used but accrued on January 1, 2016. Three (3) additional Personal Leave days shall be granted effective July 1, 2016. All Personal Leave must be exhausted by June 30, 2017. Starting on July 1, 2017 and each July 1st thereafter three (3) Personal Days shall accrue to members of the bargaining unit and such leave must be used or forfeited no later than June 30th.

ARTICLE XIV– DISCHARGE OR SUSPENSION

Section 1: The Town shall not discharge or suspend any employee without just and proper cause. In all cases involving the discharge or suspension of an employee, the Town must notify the employee in writing of his discharge or suspension and the reason therefore. Such written notice shall also be given to the shop steward, and a copy mailed to the Union office.

Section 2: In respect to discharge or suspension, the Town must give at least one (1) warning notice of the specific complaint against such employee in writing and a copy of the same to the Union and the shop steward, except that no warning notice need be given to an employee before his discharge or suspension if the cause of such discharge/suspension warrants summary termination. The Town agrees to put protest of warning notices in the employees file and agrees that such protest may be presented to an arbitrator for consideration if such warning notice is used as a basis for termination or suspension.

Section 3: Any employee discharged must be paid in full for all wages owed him by the Town, within five (5) days from the date of discharge.

Section 4: A discharged or suspended employee must advise the Union in writing, within two (2) working days after receiving notification of such action against him, of his desire to grieve the discharge or suspension. A grievance from discharge or suspension must be filed in accordance with the grievance and arbitration procedure, beginning at Step 2, within five (5) days of the discharge or suspension.

ARTICLE XV- GRIEVANCE PROCEDURE

A grievance is defined as any dispute between the Union, or an employee represented by the Union, and the Town over a specific provision in the collective bargaining agreement. A grievance arising between the Employee and the Union, or an employee represented by the Union, shall be settled in the following manner:

Step 1: The employee shall first notify the Director of Public Works or designee in writing, of the nature and facts of the grievance within five (5) working days from its occurrence. The Director of Public Works shall return his resolution of the grievance in writing, within five (5) working days after notification.

Step 2: If the Director of Public Works' resolution of the grievance is not satisfactory to the employee, he/she shall submit such complaint in writing, to the First Selectman within five (5) working days from the receipt of the resolution from the Director of Public Works or designee. Within five (5) working days of the receipt of the complaint from the employee, the First Selectman shall call a hearing to review the nature and facts of the grievance. The First Selectman may call the employee, Director of Public Works or any other person involved in the grievance to said hearing. Within ten (10) working days of the hearing, the First Selectman shall render a decision in writing, to all concerned.

Step 3: If the First Selectman's resolution of the matter is not satisfactory to the Union, the Union may submit such grievance in writing, to the American Arbitration Association (AAA) within five (5) working days from the receipt of the resolution from the First Selectman. Only the Union or the Town has the right to request arbitration of a grievance under this Agreement. The arbitrator designated herein shall be bound by and must apply all the terms of this Agreement and shall have no power to add to, subtract from, or in any way modify the provisions of this Agreement. The award shall be final and binding as provided by law. Each party will bear its own expenses for arbitration. If the grievance is not submitted to a higher step on a timely basis, it will be deemed settled on the basis of the answer in the step last considered. If the grievance is not filed in a timely manner, it is waived. All time limit extensions must be mutually agreed to by the parties in writing.

ARTICLE XVI- BEREAVEMENT CLAUSE

In the event of a death of the employee's spouse or child, a leave of absence will be granted to the employee for up to five (5) days. In the event of the death of the employee's mother, father, sister, brother, mother-in-law, father-in-law, brother-in-law or

sister-in-law, a leave of absence of up to three (3) days shall be granted to attend the funeral. In the event of the death of the employee's grandparent or grandchild, a leave of absence of one (1) day shall be granted to attend the funeral. When these days fall within regular workweek, the Town will pay to the employee his regular straight-time pay for eight (8) hours per day for such days of absence (or prorated if part-time).

In order to qualify for bereavement pay, the employee must attend the funeral of the deceased relative. If the Town requests, the employee shall substantiate his presence at the funeral in any reasonable manner required by the Town.

ARTICLE XVII – JURY DUTY

An employee who is summoned for jury duty shall provide such documentation to the Town. Employees who are released from service prior to the end of their regularly scheduled hours are required to promptly call in and return to work, if requested. The Town shall pay the employee the difference between his/her jury duty pay and their regular base pay.

ARTICLE XVIII– NO STRIKE/ LOCKOUT

Section 1: The Union agrees that differences or disagreements shall be resolved by peaceful and appropriate means without interruption of Town operations. The Union therefore agrees that it will not, during the term of this Agreement or any extension thereof, instigate, support or authorize a strike, work stoppage, work slowdown, sit-in, picketing or other concerted refusal to perform work or any interference with the efficient operation of the Town. The Union further agrees that any of its members participating in any of the prohibited activities set forth above may be summarily discharged by the Town without resort to the grievance procedure.

Section 2: The Town agrees that there will be no lock-out of employees during the term of this Agreement.

Section 3: The Union agrees that it will use its best efforts to cause its member employees, individually and collectively, to perform and render legal and efficient work and services on behalf of the Town and that neither its representatives nor its members will intimidate, coerce or discriminate against any employee in any manner at any time.

ARTICLE XIX– LONGEVITY

All eligible employees shall receive in a lump sum longevity payment, on or about the last payday in January, in the following amounts based on a calculation of their continuous service in the preceding calendar year ending on December 31:

- A. Employees with five (5) or more years of continuous service but less than ten (10) years, shall receive \$575.00.
- B. Employees with ten (10) or more years of continuous service but less than fifteen (15) years, shall receive \$775.00.

C. Employees with fifteen (15) or more years of continuous service shall receive \$975.00.

ARTICLE XX – HEALTH INSURANCE

Section 1: Employees shall have coverage under the plans attached as Appendix B.

Section 2: Effective employees will contribute to the cost of the health insurance in the below amounts:

7/1/16:	15%
7/1/17:	15%
7/1/18:	15%

Section 3: The current practice regarding payment in lieu of health insurance benefits shall remain in effect.

ARTICLE XXI – PENSION

Section 1: Employees will remain in the current (Town of Madison) pension plan.

Section 2: Employees hired on or after July 1, 2013, shall no longer be eligible for the Town defined benefit plan referred to in Section 1; rather they shall participate in the Town Defined Contribution plan.

ARTICLE XXII – MISCELLANEOUS

Section 1: Tuition Reimbursement Plan - The Town makes available a tuition reimbursement program for its regular full-time employees for courses that are job-related or required for their position. These courses must be taken at an accredited school.

Employees should request, in writing, inclusion into the Tuition Reimbursement Program; making their request either to the First Selectman or Director of Human Resources, prior to enrollment in the course.

A budget for tuition reimbursement will be established annually by the Town, and the Town may adjust the reimbursement amount received by participants by the number of employees participating in the Tuition Reimbursement Program. However, under no circumstance shall the reimbursement amount exceed fifty percent (50%) of the course cost, including books, or a maximum of five hundred dollars (\$500.00) per course. Reimbursement will be made at the close of the fiscal year in which the course was completed.

To be eligible for tuition reimbursement, the employee must have successfully completed the course with a grade of "C" or better. A copy of the course and book receipts, along with a transcript, should be submitted with the reimbursement request.

Section 2: Shoes/Uniforms – The Town agrees to continue to provide uniforms and laundry service, and two hundred and fifty dollars (\$250.00) for safety shoes each year. For FY 2016-2017 the Town shall provide employees with winter jackets up to a maximum cost of sixty dollars (\$60.00) per employee.

During the period covered by this Agreement, July 1, 2016 to June 30, 2019, the Town and the Union agree to meet and discuss standardizing language for uniform purchases. The Town and the Union agree that such discussion is not subject to the grievance/arbitration process and that if language cannot be mutually agreed upon; past practice for the purchasing of uniforms shall remain force in effect.

Section 3: The Town agrees to provide a meal allowance of six dollars (\$6.00) for breakfast, eight (\$8.00) for lunch and ten (\$10.00) for dinner.

Section 4: The Town agrees to provide Life Insurance of fifty thousand (\$50,000) reduced to twenty-five thousand (\$25,000) at age sixty-five (65) for active employees.

Section 5: Volunteer Fire Fighters – Any bargaining unit member who is a Madison volunteer fire personnel may leave work with his/her supervisor's approval to go to a call and shall return promptly to work after his/her duties are completed. The employee shall receive pay only for such time spent on a volunteer fire call, subject to review by his/her supervisor.

Section 6: The Town agrees to maintain the voluntary 457 plan.

Section 7: Employees shall continue to be covered under the Town Long Term Disability Plan which provides coverage after ninety (90) days of disability and the employee has exhausted all his accrued paid vacation, personal and sick time; coverage shall be at sixty percent (60%) of base wages (\$4,000 maximum monthly benefit); and shall be subject to the other conditions and provisions of the provider.

Section 8: The Town agrees to provide a three (3) hour paid rest break after seventeen (17) consecutive hours of work.

ARTICLE XXIV– DRUG AND ALCOHOL POLICY

Section 1: The parties recognize the importance to the Town, to bargaining unit employees and to the citizens of Madison that the workforce remains free of the effects of illegal drugs or controlled substances on the job. The Town has the right to conduct drug testing under the following circumstances.

- A. Random drug screenings, during employment, shall be conducted in accordance with the regulations of state statutes or federal DOT guidelines for all employees whose positions require the operation of Town vehicles.
- B. The Town may require an employee to submit to drug testing if there is a reasonable suspicion that the employee may be under the influence of illegal or controlled substances. If an arbitrator is called upon to determine whether

- the Town had "reasonable suspicion" to conduct a drug test in any given case he/she shall not be bound by any external definition of that term.
- C. An employee's first confirmed positive test shall not be cause for termination, provided the employee agrees to participate in a treatment program as recommended by the Town's EAP program or by an SAP (Substance Abuse Professional as defined by the Town of Madison's Drug and Alcohol Policy). The employee must successfully complete such program as well as any recommended follow-up, which may include a requirement of additional random testing, and provides whatever authorization is necessary to permit the Town to verify compliance with the above. Said employee must agree to submit to a fitness for duty exam before returning to work. An employee's second positive test result shall be grounds for discharge.
 - D. Refusal to submit to testing shall be considered the equivalent of a confirmed positive test.
 - E. The Town has the right to test employees pursuant to the regulations issued by the Town of Madison Drug and Alcohol Policy, as the policy may be amended from time to time in accordance with Federal Department of Transportation requirements.

Section 2: Beginning on July 1, 2017 the Town will pay for the employee's DOT physical.

ARTICLE XXIV– TERMINATION AND RENEWAL

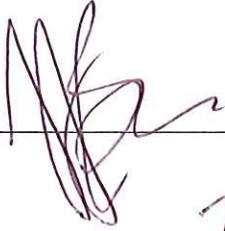
Section 1: This Agreement shall be in full force and effect from the date of ratification and Board of Selectmen approval through June 30, 2019.

Section 2: Should either the Town or the Union wish to amend, modify or terminate this Agreement at the expiration date hereof, said party, shall, at least one hundred and twenty (120) days prior to the expiration date, notify the other party by certified mail of said desire to amend, modify or terminate this Agreement. Whereupon, within a reasonable period after receipt of such notice, negotiations shall commence between the representative of the Town and the Union for the purpose of discussing the amendment, modification or termination of this Agreement.

Section 3: Should neither party so notify the other of a desire to amend, modify or terminate this Agreement, it shall automatically extend itself for an additional period of one (1) year, then the procedure for amendment, modification or termination outlined in Section 2 of this Article shall be followed; this Article shall be automatically extended from year to year should neither party notify the other of a desire to amend, modify or terminate this Agreement.

TOWN OF MADISON

BY: _____



Date: _____

7/28/14

TEAMSTERS LOCAL UNION #443

BY: _____



Date: _____

7-27-2016

APPENDIX A

**2016-2017 SALARY SCHEDULE
(2.25% increase)**

Classification	Step 1	Step 2	Step 3	Step 4
Landfill Gate Attendant	\$15.97	\$16.92	\$17.91	\$18.53
Laborer	\$18.41	\$20.44	\$21.64	\$22.74
Truck Driver	\$21.26	\$22.46	\$23.77	\$25.01
Landfill Operator	\$21.26	\$22.46	\$23.77	\$25.01
Equipment Operator	\$23.33	\$24.72	\$26.14	\$27.68
Crew Leader	\$24.54	\$25.95	\$27.44	\$29.08
Mechanic I	\$25.67	\$27.14	\$28.74	\$30.48
Mechanic II	\$26.95	\$28.43	\$29.99	\$31.64
Mechanic III				\$34.44

Employees employed on June 30, 2016, and not already at the top step, shall advance one step effective July 1, 2016.

Effective on July 1, 2016 Mark Reynolds will be reclassified to Equipment Operator, Step 4.

APPENDIX A

**2017-2018 SALARY SCHEDULE
(2.50% increase)**

Classification	Step 1	Step 2	Step 3	Step 4
Landfill Gate Attendant	\$16.37	\$17.35	\$18.36	\$18.99
Laborer	\$18.87	\$20.95	\$22.18	\$23.31
Truck Driver	\$21.79	\$23.03	\$24.37	\$25.64
Landfill Operator	\$21.79	\$23.03	\$24.37	\$25.64
Equipment Operator	\$23.92	\$25.34	\$26.79	\$28.37
Crew Leader	\$25.15	\$26.60	\$28.13	\$29.81
Mechanic I	\$26.32	\$27.82	\$29.46	\$31.24
Mechanic II	\$27.62	\$29.14	\$30.74	\$32.43
Mechanic III				\$35.30

Employees employed on June 30, 2017 and not already on the top step shall advance one step effective July 1, 2017.

Effective on July 1, 2017, Mark Feiner will be reclassified to Equipment Operator, Step 3.

APPENDIX A

**2018-2019 SALARY SCHEDULE
(2.75% increase)**

Classification	Step 1	Step 2	Step 3	Step 4
Landfill Gate Attendant	\$16.82	\$17.82	\$18.87	\$19.51
Laborer	\$19.38	\$21.53	\$22.79	\$23.95
Truck Driver	\$22.39	\$23.66	\$25.04	\$26.34
Landfill Operator	\$22.39	\$23.66	\$25.04	\$26.34
Equipment Operator	\$24.57	\$26.04	\$27.53	\$29.15
Crew Leader	\$25.85	\$27.33	\$28.90	\$30.63
Mechanic I	\$27.04	\$28.58	\$30.27	\$32.10
Mechanic II	\$28.38	\$29.94	\$31.59	\$33.32
Mechanic III				\$36.27

Employees employed on June 30, 2018, and not already on the top step, shall advance one step effective July 1, 2018.

Effective on July 1, 2018 Bryan Morris will be reclassified to Equipment Operator Step 3.

APPENDIX B



FD 000939-601
VISION CARE PLAN

ANTHEM BLUE CROSS AND BLUE SHIELD'S VISION CARE RIDER OFFERS:

- ◆ Yearly eye examinations for vision corrections
- ◆ Coverage for prescription lenses (single-vision, bifocals, trifocals), frames, and contact lenses with fitting, adjustment and aftercare for maintenance of comfort and efficiency.
- ◆ In-plan and out-of-plan coverage.

VISION EXAM COVERAGE:

Exam with dilation of pupils (cycloplegia) and post cycloplegic visit if required	Up to \$50 per calendar year
Exam without cycloplegia	Up to \$50 per calendar year

OPTICAL SERVICES:

Frames for prescription lenses	Up to \$28 per calendar year
Single vision lenses	Up to \$33.50 per calendar year
Bifocal lenses	Up to \$52 per calendar year
Trifocal lenses	Up to \$84 per calendar year
Contact lenses when used to correct visual acuity to 20/70 or when medically necessary	Up to \$225 per calendar year
Contact lenses when used for any other reason, equivalent to amount payable for single vision	Up to \$33.50 per calendar year

PRINCIPAL LIMITATIONS & EXCLUSIONS

Services, frames, and lenses required by the employer as a condition of employment. Sunglasses, tinted glasses or industrial glasses unless they are prescription lenses. Contact lenses for cosmetic, convenience or any purpose other than correction of visual acuity to 20/70 or medical necessity as determined by Anthem Blue Cross and Blue Shield, will be covered in an amount up to the single prescription lenses indemnity amount subject to the annual maximum.



Century Preferred
\$15/\$250/\$50/\$100

Revised for July 1, 2011

Benefits at a Glance for Town of Madison Police Active PPO FD 601/605/608/609

Century Preferred is a preferred provider organization (PPO) plan.

	In Network You pay:	Out-of-Network You pay:
Office Visit (OV) Copayment	\$15	Deductible & Coinsurance
Hospital (HSP) Copayment	\$250	Deductible & Coinsurance
Urgent Care (UR) Copayment	\$25	Not covered
Emergency Room (ER) Copayment – <i>waived if admitted</i>	\$50	\$50
Outpatient Surgery (OS) Copayment	\$100	Deductible & Coinsurance
Annual Deductible (<i>individual/2-member family/3+ member family</i>)	Not applicable	\$400/\$800/\$1200
Coinsurance		30% after deductible up to
Cost Share Maximum (<i>individual/2-member family/3+ member family</i>)		\$2,400/\$4,800/\$7,200
Lifetime Maximum	Unlimited	Unlimited

PREVENTIVE CARE

Well child care*	NO Copayment	Deductible & Coinsurance
Periodic, routine health examinations*	NO Copayment	
Routine eye exams – <i>one exam every 2 years</i>	NO Copayment	
Routine OB/GYN visits – <i>one exam per year</i>	NO Copayment	
Mammography*	No Charge	
Hearing screening – <i>covered once every two years</i>	NO Copayment	

MEDICAL CARE

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

HOSPITAL CARE – Prior authorization required.

Semi-private room	HSP Copayment	Deductible & Coinsurance
Maternity and newborn care	HSP Copayment	
Skilled nursing facility – <i>up to 120 days per calendar year</i>	HSP Copayment	
Rehabilitative services – <i>up to 60 days per person per calendar year</i>	No charge	
Outpatient surgery – <i>in a hospital or surgi-center</i>	OS Copayment	



EMERGENCY CARE

Walk-in centers	OV Copayment	Deductible & Coinsurance
Urgent care – <i>at participating centers only</i>	UR Copayment	Not covered
Emergency care – <i>copayment waived if admitted</i>	ER Copayment	ER Copayment
Ambulance – <i>air and land are unlimited</i>	No charge	No charge

OTHER HEALTH CARE

Outpatient rehabilitative services <i>50 visit maximum for PT, OT, ST and Chiro. per year</i>	NO Copayment	Deductible & Coinsurance
Prosthetic devices - Unlimited	No charge	
Durable medical equipment- Unlimited	No charge	

MENTAL HEALTH/SUBSTANCE ABUSE CARE

Inpatient	HSP Copayment	Deductible & Coinsurance
Outpatient/office visits	OV Copayment	

*** Schedule of health examinations:**

- Age 0 up to age 1 – 7 visits
- Age 1 up to age 5 – 7 visits
- Age 5 up to age 12 – 1 every year
- Age 12 up to age 22 – 1 every year
- Age 23+ - 1 every year

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

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

This does not constitute your health plan or insurance policy. It is only a general description of the plan. The following are examples of services NOT covered by your Century Preferred Health Plan. Please refer to your Certificate/Evidence of Coverage/Summary Booklet for more details: Cosmetic surgeries and services; custodial care; genetic testing; hearing aids; refractive eye surgery; services and supplies related to, as well as the performance of, sex change operations; surgical and non-surgical services related to TMJ syndrome; travel expenses; vision therapy; services rendered prior to your contract effective date or rendered after your contract termination date; and workers' compensation.

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



Town of Madison Police Active PPO FD 601

Revised for July 1, 2011

**CENTURY PREFERRED
MANAGED RX, 3 TIER**
Benefits at a Glance

\$10 COPAYMENT GENERIC DRUGS
\$25 COPAYMENT LISTED BRAND-NAME DRUGS
\$40 COPAYMENT NON-LISTED BRAND-NAME DRUGS
\$1000 Annual Maximum

How To Use 3-Tier Managed Rx

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

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

Copayments and Day Supplies

- You will be responsible for one copayment when purchasing a 34-day supply of prescription drugs from a retail pharmacy.
- You'll be responsible for Two copayments when purchasing a 34-day to 100-day supply of maintenance drugs through the voluntary mail-service program (see chart for details).

Generic Drugs Have the Lowest Copayment

		<i>Your copayment:</i>
Tier 1: Generic drugs	The term "generic" refers to a prescription drug that is not protected by a trademark. It is required to meet the same bioequivalency test as the original brand-name drug. Tier 1 copayment applies.	\$10
Tier 2: Listed brand-name drugs	The term "listed brand-name" refers to a brand-name prescription drug that is on Anthem Blue Cross and Blue Shield's list of preferred prescription drugs. Tier 2 copayment applies.	\$25
Tier 3: Non-listed brand-name drugs	The term "non-listed brand-name" refers to a brand-name prescription drug that is not on Anthem Blue Cross and Blue Shield's list of preferred prescription drugs. Tier 3 copayment applies.	\$40
Mail Service	Two copayments per 34- 100	\$20, \$50, \$80
Annual Maximum	Per member per calendar year	\$1000

Generic Substitution

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

Voluntary Mail-Service Program

Anthem Rx, our voluntary mail-service drug program, can save you time and expense if you regularly take one or more types of maintenance drugs. You can order up to a **100-day supply** of these medications and have them delivered directly to your home.

(Two) mail-service copayments will apply as follows: \$20, \$50, \$80

National Pharmacy Network

Members also have access to a network of more than 65,000 retail pharmacies throughout the country. Members may call 1-800-962-8192 to locate a participating pharmacy when traveling outside the state.

Non-Participating Pharmacies

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

Limits and Exclusions

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

Benefits for prescription birth control and Sexual Dysfunction medications are optional for groups such as yours. Check with your benefits administrator to find out whether or not you have such benefits.

This is not a legal contract. It is only a general description of the Managed Rx, 3 Tier version. Please consult the Evidence of Coverage or prescription drug rider for a complete description of benefits and exclusions applicable to your coverage.

Revised for July 1, 2011



BlueCare HMO
\$20/\$500/\$100/\$100

Benefits at a Glance for Town of Madison Police Active & Retirees HMO FD 600/602

Revised for July 1, 2011

BlueCare is a health maintenance organization (HMO) plan that features a primary care physician (PCP) who works with you to coordinate your health care. PCP referrals are not required to receive care from a specialist provider.

	In-Network You pay:
Office Visit (OV) Copayment	\$20 per visit
Specialist Visit (SV) Copayment	\$30 per visit
Hospital (HSP) Copayment	\$500 per visit
Urgent Care (UR) Copayment	\$50
Emergency Room (ER) Copayment – <i>waived if admitted</i>	\$100
Outpatient Surgery (OS) Copayment	\$100

PREVENTIVE CARE

Well child care	
Periodic, routine health examinations*	NO Copayment
Routine eye exams – <i>one exam every 2 years</i>	NO Copayment
Routine OB/GYN visits – <i>one exam per year</i>	NO Copayment
Mammography*	NO Copayment
Hearing screening – <i>as part of the preventive exam</i>	No charge
	NO Copayment

MEDICAL CARE

Primary care office visits	OV Copayment
Specialist consultations	SV Copayment
OB/GYN care	SV Copayment
Maternity care – <i>initial visit subject to copayment, no charge thereafter</i>	SV Copayment
Laboratory	No charge
X-ray and Diagnostic Testing	No charge
Allergy Services	No charge
Office visits/testing	SV Copayment
Injections – <i>60 visits in 2 years</i>	No charge

HOSPITAL CARE – Prior authorization required.

Semi-private room	
Maternity and newborn care	HSP Copayment
Skilled nursing facility – <i>up to 90 days per calendar year</i>	HSP Copayment
Rehabilitative services – <i>up to 60 days per person per calendar year</i>	HSP Copayment
Outpatient surgery – <i>in a hospital or surgi-center</i>	NO Charge
	OS Copayment

EMERGENCY CARE

Walk-in centers	
Urgent care – <i>at participating centers only</i>	OV Copayment
Emergency care – <i>copayment waived if admitted</i>	UR Copayment
Ambulance – <i>air and land are unlimited</i>	ER Copayment
	No charge



OTHER HEALTH CARE

Outpatient rehabilitative services <i>Unlimited visit maximum for PT, OT, ST and Chiro. per year subject to medical necessity</i>	NO Copayment
Prosthetic devices - coverage limited to certain items – unlimited maximum	20%
Durable medical equipment - coverage limited to certain items – unlimited maximum	20%

MENTAL HEALTH/SUBSTANCE ABUSE CARE

Inpatient	HSP Copayment
Outpatient/office visits	SV Copayment

- * Schedule of health examinations:
 Age 0 up to age 1 – 7 visits
 Age 1 up to age 5 – 7 visits
 Age 5 up to age 12 – 1 every year
 Age 12 up to age 22 – 1 every year
 Age 23+ - 1 every year

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

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

This does not constitute your health plan or insurance policy. It is only a general description of the plan. The following are examples of services NOT covered by your BlueCare Health Plan. Please refer to your Subscriber Agreement/Certificate of Coverage/Summary Booklet for more details: Cosmetic surgeries and services; custodial care; genetic testing; hearing aids; refractive eye surgery; services and supplies related to, as well as the performance of, sex change operations; surgical and non-surgical services related to TMJ syndrome; travel expenses; vision therapy; services rendered prior to your contract effective date or rendered after your contract termination date; and workers' compensation.

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

Revised for July 1, 2011



Benefits At A Glance for
Town of Madison Police Active & Retirees HMO FD 600,602

3-TIER MANAGED RX PROGRAM

\$10 COPAYMENT GENERIC DRUGS
\$25 FORMULARY BRAND NAME DRUGS
\$40 NON-FORMULARY BRAND NAME DRUGS
Unlimited Maximum w/Oral Contraceptives

Description of Benefits	Your copayment example
Tier 1: Generic drugs The term "generic" refers to a prescription drug that is considered non-proprietary and is not protected by a trademark. It is required to meet the same bioequivalency test as the original brand name drug. Tier 1 copayment applies.	\$10
Tier 2: Formulary brand name drugs The term "formulary brand name" refers to a brand name prescription drug identified on the formulary by Anthem Blue Cross and Blue Shield as a prescription drug with a Tier 2 copayment.	\$25
Tier 3: Non-formulary brand name drugs The term "non-formulary brand name" refers to a brand name prescription drug not identified on the formulary by Anthem Blue Cross and Blue Shield. Tier 3 copayment applies.	\$40
Annual Maximum Per member per calendar year	Unlimited

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

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

- You will be responsible for one copayment when purchasing up to a 30-day supply of prescription drugs from a retail pharmacy.
- You'll be responsible for two copayments when purchasing up to a 90-day supply of maintenance drugs through the mail-order program.

Generic Substitution: Prescriptions may be filled with the generic equivalent when available.

- When you purchase a generic drug at a participating pharmacy, you'll only be responsible for a \$10 copayment.
- When a generic equivalent is available and you obtain the brand name version, you will be responsible for the Tier 3 copayment *plus* the difference in cost between the generic and brand name drug. This provision applies unless your provider obtains **Prior Authorization**. When Prior Authorization is obtained (at the discretion of Anthem Blue Cross & Blue Shield), you will be responsible only for the Tier 3 copayment.

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

Step Therapy is another element of C-DUR that consists of specialized programs that review pharmacy claims submitted for a member against his/her prescription profile and can be used to assist in controlling utilization and promoting quality, cost-effective drug therapies for patients. All therapy protocols developed by APM are reviewed and approved by the P&T Committee. The current drugs affected by step therapies are: Ambien CR, Arthrotec, Celebrex, Enbrel, clidrel, Lunesta, Monopril, Penlac, Prilosec, Prevacid, Rozerem & Zegerid.

A step therapy is requiring drug X, Y, or Z prior to receiving drug A. Step therapy protocols are built in the claims processing system to search the member's history for the required drugs. If the claim history does not indicate the member has had drug X, Y, or Z; drug A will reject at the point of service pharmacy.

The member, pharmacy or physician may contact Anthem Prescription Customer Service to clarify the claim rejection.

An APM representative reviews the criteria with the caller. The caller is advised if the request is approved or more information is required.

If additional information is needed, the member, pharmacy, or Anthem Prescription may contact the physician. The physician may supply the additional information via telephone or fax.

An APM support Specialist reviews the additional information and compares it to the step therapy protocol. The request will be approved and authorization entered into the pharmacy claim processor if the information matches the step therapy protocol. Criteria is not met if the information does not match the step therapy protocol. The caller is informed of the status of the request.

Pharmacy Programs

Voluntary Mail-service Program

Members have access to Anthem Rx, the voluntary mail-service pharmacy program. Members can order up to a 90-day supply of these maintenance medications and have them delivered directly to their home.

The \$10 generic/\$25 formulary brand name/\$40 non-formulary brand name copayment and Unlimited annual maximum apply. When ordering up to a 90-day supply, two copayments will apply, as follows: \$20 generic/\$50 formulary brand name/\$80 non-formulary brand.

National Pharmacy Network

Members also have access to Community Rx, a network of more than 65,000 retail pharmacies throughout the country. Members may call 1-800-962-8192 to locate a participating pharmacy when traveling outside the state.

Points to Remember

- Anthem Blue Cross and Blue Shield will provide coverage for prescription drugs dispensed by a pharmacy when prescription drugs are deemed medically necessary based on specific criteria and dispensed pursuant to a prescription issued by a physician, subject to copayment.
- Anthem Blue Cross and Blue Shield will not be liable for any injury, claim or judgment resulting from the dispensing of any drug covered by this plan. Anthem Blue Cross and Blue Shield will not provide benefits for any drug prescribed or dispensed in a manner contrary to normal medical practice.
- Anthem Blue Cross and Blue Shield reserves the right to apply quantity limits to specified drugs as listed on the formulary. If a member requires a greater supply, the member's provider can follow the prior authorization process.

Prescription Drug Eligibility

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

Limits and Exclusions

Benefits are limited to no more than a 30-day supply for covered drugs purchased at a retail pharmacy, and no more than a 90-day supply for covered drugs purchased by mail order. All prescriptions are subject to the quantity limitations imposed by state and federal statutes.

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

Benefits for prescription birth control are covered for most groups. However, such coverage is optional if your group is self-insured or a bona fide religious organization. Check with your benefits administrator.



VISION CARE
Offered to BlueCare Health Plan

VisionCare provides you and your family with yearly eye examinations for vision corrections and the prescription of lenses when necessary.

COVERAGE WORKS TWO WAYS

When you visit a participating provider, he/she will bill the Plan directly. It is your responsibility to pay the provider directly for any charges which exceed the maximum allowance.

You may also choose to visit a physician, optometrist or facility that is not a part of the provider network. If so, you are responsible for full payment to the provider, and the Plan will reimburse you for services rendered up to the allowable schedule. Simply submit the itemized bill to the Plan.

VISION EXAMINATIONS

Complete vision examinations with or without refraction, prescription of lenses when necessary, initiation of treatment programs, and the verification of lenses prescribed are covered when rendered by a physician, optometrist or optical center. (The maximum benefit is \$45 per calendar year).

Exam with dilation of pupils (cycloplegia) And post cycloplegic visit if required	Up to \$45 per calendar year
Exam without cycloplegia	Up to \$40 Per calendar year

OPTICAL SERVICES

Services include prescribed lenses and frames including fitting, adjustment and aftercare for maintenance of comfort and efficiency. (Prescribed lenses and frames are limited to one frame and set of lenses for each member per calendar year.)

Frames for prescription lenses	Up to \$36 per calendar year
Single vision lenses	Up to \$48.40 per calendar year
Bifocal lenses	Up to \$59.20 per calendar year
Trifocal lenses	Up to \$86 per calendar year

FD 000939-600 & 602

Contact lenses (including fitting, Training, and lifetime warranty)	Up to \$48.40 per calendar year
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Contact lenses when used to correct Visual acuity to 20/70 or when Determined medically necessary by the Plan (including fitting, training, and lifetime Warranty)	Up to \$231 per calendar year
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EXCLUSIONS AND LIMITATIONS

Vision examinations and services including but not limited to:

1. Services, frames, and lenses required by the employer as a condition of employment or provided through a medical department, clinic, or other similar service provided or maintained by the employer, or provided under any other group coverage furnished by or arranged through any employer.
2. Sunglasses, tinted glasses, or industrial safety glasses unless they are prescription lenses obtained at the option of the member within the benefits otherwise provided.
3. The quality of the prescription lenses must conform with standard Z80 of the American National Standards Institute (per pair).
4. Industrial safety glasses must meet American National Standards Institute Z87 specifications as they apply to the Type of work for which the use is intended.
5. Contact lenses for cosmetic, convenience, or any purpose other than correction of visual acuity to 20/70 or medical necessity as determined by the Plan, will be covered in an amount up to the single prescription lenses indemnity amount subject to an annual maximum.
6. The Plan will not pay for vision care services rendered after the date the member ceases to be covered hereunder, except for lenses and frames ordered prior to such termination and delivered within 31 days from such date.
7. The benefits payable for vision examinations, lenses, and frames are indemnity benefits only.

This description is for illustrative purposes only, and is subject, in all cases to the provisions of the VisionCare Rider, which is made part of the Subscriber Agreement when purchased by your employer group. Copies of the agreement may be obtained free of charge from the Plan

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