

COLLECTIVE BARGAINING AGREEMENT

Between

TOWN OF MADISON

and

**THE UNITED PUBLIC SERVICE EMPLOYEES UNION
BUILDINGS AND GROUNDS**

JULY 1, 2016- JUNE 30, 2018

INDEX

ARTICLE 1 RECOGNITION.....	1
ARTICLE 2 MANAGEMENT RIGHTS	1
ARTICLE 3 PROBATIONARY PERIOD	2
ARTICLE 4 SENIORITY.....	3
ARTICLE 5 HOURS OF WORK, WAGES, OVERTIME.....	3
ARTICLE 6 CALL-IN PROCEDURE.....	6
ARTICLE 7 HOLIDAYS	6
ARTICLE 8 VACATIONS.....	7
ARTICLE 9 SICK LEAVE.....	8
ARTICLE 10 PERSONAL LEAVE.....	8
ARTICLE 11 OTHER LEAVE BENEFITS.....	9
ARTICLE 12 FAMILY MEDICAL LEAVE	10
ARTICLE 13 BENEFITS	10
ARTICLE 14 DISCIPLINE	12
ARTICLE 15 GRIEVANCE PROCEDURE	14
ARTICLE 16 MISCELLANEOUS	14
ARTICLE 17 DRUG TESTING.....	17
ARTICLE 18 NO STRIKE LOCKOUT.....	18
ARTICLE 19 DURATION.....	18
APPENDIX A WAGE SCHEDULES.....	20
APPENDIX B HEALTH INSURANCE SUMMARIES	21

PREAMBLE

This Agreement is entered into by and between the Town of Madison (herein referred to as the "Employer" or "Town"), and the Madison Building and Grounds Employees, United Public Service Employees Union ("UPSEU"), (hereinafter referred to as the "Union"), and shall be binding on both parties hereto, their successors and assigns, until terminated or amended as, hereinafter provided.

ARTICLE 1 RECOGNITION

The Employer recognizes and acknowledges the Union as the sole and exclusive representative for the purpose of collective bargaining of all full-time (defined as 30 or more hours) regular building and grounds maintenance employees in the bargaining unit certified by the Connecticut Board of Labor Relations in Decision No. 4452 dated March 11, 2010, but excluding supervisors, seasonal employees, all others excluded by the Act, and all others.

ARTICLE 2 MANAGEMENT RIGHTS

This Agreement has, at its purpose the creation of an environment in which the Employer and the Union can cooperate to achieve joint objectives including the use, as appropriate of joint labor/management discussions.

It is agreed that the management rights of the Employer have been bargained and that, except as provided by this Agreement, the Employer reserves and retains exclusively, whether exercised or not, all the lawful and customary rights, powers and prerogatives of management. Such rights include specifically, but not being limited to, the following:

the exclusive right to fully direct and assign its employees, including but not limited to, the right to hire, promote, demote, transfer, lay off for lack of work or other reason deemed sufficient to the Employer, discharge or discipline for just cause, and to maintain discipline among employees;

the determination of services to be performed;

the creation or the discontinuation of services, departments or programs in whole or in part;

the determination and revision of the content of job classifications;

the content of job classifications for newly created positions;

the determination of qualifications of its employees;

the standards of quality of work to be maintained;

the scheduling of all employees;

the type and quantity of machines, tools, equipment and methods to be used, to create, modify, maintain and enforce rules of conduct, performance and safety;

to introduce changes in methods;

to establish work standards;

to determine the size of its work force;

to schedule and change set working hours with reasonable notice to the employees, except in the case of emergency;

to subcontract out work;

to have supervisory personnel perform bargaining unit work;

and to take all necessary actions to carry out its objectives in emergencies.

ARTICLE 3 PROBATIONARY PERIOD

Section 1: All new employees shall serve a probationary period of six (6) calendar months. The probationary period shall begin immediately upon date of hire. If at the time of hire, the Director of Beach & Recreation believes a longer probationary period is required for the position, the probationary period may be extended for up to an additional six (6) months for a total probationary period of one (1) year.

Section 2: A new employee may be dismissed from the position, at any time during the probationary period by the Director of Beach & Recreation, 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 new employee may not appeal his/her removal nor shall the employee or the Union be eligible to utilize the grievance procedure.

Section 3: All full-time regular employees shall receive the same fringe benefits as set forth in Article 13 as other full-time regular employees, effective the first of the month following the employee's date of hire. Vacation (Article 8), and personal time (Article 10) may be accrued by full-time employees from the date of hire, but not used until the completion of the probationary period, with the exception of Holidays as covered under Article 7. Sick leave (Article 9) may be accrued by full-time employees from the date of hire and can 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 PA 14-128.

ARTICLE 4 SENIORITY

Section 1: Seniority is defined as the most recent period of uninterrupted, continuous full-time service of an employee in the bargaining unit computed in years, months and days from the date of hire.

Section 2: An employee shall lose seniority if the employee:

- a) Quits or resigns;
- b) Is discharged with just cause;
- c) Is absent (except in case of layoff) for three (3) consecutive working days without notifying the Town;
- d) When recalled from layoff, fails to notify the Town within two (2) days of his/her intent to return to work and fails to return to work within ten (10) working days after notification was sent and received by registered mail;
- e) Fails to observe the terms and reasons for which a leave of absence has been granted or has engaged in work during such leave of absence;
- f) If time for recall from layoff has expired.

ARTICLE 5 HOURS OF WORK, WAGES, OVERTIME

Section 1: The regular full-time hours of employment shall normally be forty (40) hours per week, except as set forth in Article 2. This Article shall not be construed as a guarantee of any specific number of hours of work per week. All employees must record daily time worked.

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

Commencing on July 1, 2017, the positions of Grounds Maintainer I, Grounds Maintainer II-CDL B, Grounds Maintainer III, CDL A and Lead Foreman shall become the new classification descriptions within the bargaining unit.

All current members of the bargaining unit as of 7.1.16 shall be eligible to acquire their CDL B. Three (3) members of the bargaining unit, selected by seniority and the Lead Foreman shall be given the opportunity to acquire their CDL A. For the purposes of acquiring the CDL B, the Town shall provide/allow training on site, after hours and the use of Town vehicles. Employees who are current CDL B holders or other persons, as approved by the Director of Beach & Recreation shall be allowed to facilitate the training at no cost to the Town.

For the purposes of acquiring the CDL A, the Town shall subsidize the training fees up to a maximum cost per person of four thousand, three hundred dollars (\$4,300.00). The Town shall allow training, on site, after hours. The Town shall allow training using Town vehicles if necessary. All members of the bargaining unit who are testing for a CDL A shall have an opportunity to pass the certification test, three (3) times. If in the event an employee cannot acquire their CDL A or CDL B within three (3) DOT testing cycles, that employee shall retain their current rate of pay effective as of 6.30.17. All future increases will be in accordance with the terms and conditions of the Collective Bargaining Agreement. In keeping with the spirit of having four (4) members of the bargaining unit afforded the opportunity to obtain a CDL A by 6.30.17, the Town shall then offer the opportunity to the next most senior member of the bargaining unit. An exception may be made at the discretion of management to extend the deadline for moving into the Classification of Ground Maintainer II, CDL B or Ground Maintainer III, CDL A.

The Town shall pay costs pertaining to the CDL B and CDL A license for current members of the bargaining unit as of 7.1.16 including training where applicable, testing fees, 1st time licensing fee and DOT medical examinations. In the event that a current member of the bargaining unit as of 7.1.16 fails the DOT test the first time, the cost of retaking the test a 2nd time shall be paid for by the employer. In the event a 3rd test is required the employee shall be responsible for testing fees. After the members of the bargaining unit who are employed as of 7.1.16 complete the training and acquire a Commercial Driver's License, the cost of renewing the license shall be borne by the employee. The Town shall continue to pay thereafter, for the DOT medical examination, required by State or Federal law for any member of the bargaining unit who is authorized to be a Commercial Driver's License holder. Upon acquisition of the license, maintaining the license shall be considered a condition of employment.

Effective on 7.1.17, members who have passed the appropriate training and testing required for the classification of Ground Maintainer II, CDL B, Ground Maintainer III, CDL A and Lead Foreman shall be moved into the Classification Wage Scale set forth in Appendix A, in effect on 7.1.17 at Step 4. Future Step movement shall be in accordance with Article 5, Hours of Work, Wages, Overtime, Section 3.

For the purposes of expanding the number of CDL A driver's beyond the four (4) stipulated in the paragraphs above, the Town agrees to discuss this option with the Union. The Union acknowledges and agrees that the final decision on the number of Ground Maintainer II- CDL B and Ground Maintainer III-CDL A employees is at the sole discretion of management and that such decision shall not be subject to the grievance/arbitration process.

Section 2 (a): For employees hired after 7.1.16 or for those employees who were members of the bargaining unit and who did not participate in the training program outlined above, the Town may afford the same opportunity to train for a CDL B as covered under Section 2. If no internal trainer is available, the Town is not under any obligation to provide one. The Town agrees to discuss with the Union future training as

it applies to license classification and cost, use of facilities and equipment after hours and the use of Town vehicles for testing purposes. The Union acknowledges and agrees that the final decision on the continuation of the training program is at the sole discretion of management and that such decision shall not be subject to the grievance/arbitration process.

If the Town so chooses to continue the training program, the Town may pay costs pertaining to the CDL B and CDL A license for future opportunities within the bargaining unit after 7.1.17 including training where applicable, testing fees, 1st time licensing fee and DOT medical examinations. In the event that a member of the bargaining unit either hired after 7.1.16 or who originally declines participation in the training program being offered effective on 7.1.16 and fails the DOT test the first time, the cost of retaking the test a 2nd time shall be paid for by the employee.

Section 3: Employees shall move up one (1) step on their pay classification July 1st of each year provided he/she has been a full-time employee for six (6) months and/or at the end of their probationary period. Employees who have displayed below average performance may have their wage increases delayed for up to three (3) months.

Section 4: An employee appointed to a position should normally be compensated at the minimum rate of the pay range. However, an appointment at a salary above the minimum rate may be made upon written recommendation of the First Selectman or Director of Beach & Recreation. 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 the actual hours worked during a pay period times their hourly rate.

Section 6: All employees shall receive their paychecks bi-weekly. Paychecks shall be issued by either the Department Head or the Finance Office. Paychecks shall not be issued to anyone other than the person for whom the check is written, unless the employee authorizes so in writing. No payroll deductions, other than those legally required, shall be made from the employee's paycheck without the employee's written approval. Employees may elect to have direct deposit for as long as the Employer provides this service.

Section 7: Employees shall receive time and one-half (1-1/2) for all hours worked in excess forty (40) hours in any one (1) work week or eight (8) hours in any 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.

**ARTICLE 6
CALL-IN PROCEDURE**

Section 1: All overtime assignments, except snow removal, shall be offered to employees on a rotational basis.

Section 2: In the event there are no volunteers for an overtime assignment and an employee must be ordered in, it shall be done in accordance with the overtime rotation list. This shall include the foreman.

Section 3: If an employee is called in to work overtime, without advance notice, he/she shall receive a minimum of three (3) hours of overtime-pay at time and a half (1-1/2). For employees who are called in to work overtime, without advance notice on a Sunday or a Holiday, they shall receive a minimum of three (3) hours of overtime pay at double time. 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) day's advance notice.

Section 4: All employees are required to report to work for snow removal duties.

Section 5: Advance notice shall be given for all overtime, except snow removal, when possible.

**ARTICLE 7
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	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
July 1 st Accrual - Floating Holiday	

Employees shall be paid for the 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 Beach & Recreation or is otherwise on an approved leave; or are out sick on either such day.

If any of the 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.

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.

Section 3: Effective on July 1, 2016, Floating Holiday's shall accrue annually each July 1st. For the purposes of the 1st year of implementation, employees shall be allowed to roll over a Floating Holiday not used but accrued on January 1, 2016. One (1) additional Floating Holiday shall be granted effective July 1, 2016. All Floating Holidays must be exhausted by June 30, 2017. Starting on July 1, 2017 and each July 1st thereafter one (1) Floating Holiday shall accrue to members of the bargaining unit and such day must be used or forfeited no later than June 30th.

ARTICLE 8 VACATIONS

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

Length of Employment	Vacation Accrual
Six (6) months to five (5) years	Ten (10) days/year
Six (6) years to fifteen (15) years	Fifteen (15) days/year
Sixteen (16) years – twenty (20) years	Twenty (20) days/year
Twenty-one (21)+ years	One (1) additional day per year up to a maximum of twenty-five (25) days

Vacation time is accrued monthly and may be taken only after the end of an employee's probationary period. An employee may not carry forward, on their service anniversary date, more than two (2) years of accrued leave.

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 Employer 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 Beach & Recreation, or in his/her absence, his/her designee prior to taking the leave. An absence slip must be filed with the Human Resource Department prior to the leave date.

ARTICLE 9 SICK LEAVE

Section 1: Regular full-time employees may accrue a total of ten (10) sick days per service year. 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.

Section 2: Employees must notify the Director of Beach & Recreation or their Supervisor 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 Beach & Recreation and only for personal illness, personal injury, or required medical or dental treatment. The Director of Beach & Recreation may require an examination by a physician, at the Employer's expense, to determine the continuation of paid sick leave or an employee's ability to return to his/her 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 Beach & Recreation.

Section 5: Abuse of sick leave privilege 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 Employer will provide the same accrued sick leave payments on resignation, retirement, or death as are currently provided to non-union Town employees.

Section 7: Employees will be allowed to use five (5) sick days to attend to care for a direct family member (mother, father, child or direct dependent).

ARTICLE 10 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 matter that need to be completed during normal working hours. Use of personal days are subject to prior approval by the Director of Beach & Recreation. 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: 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.

Section 3: 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 Articles 8, 9 and 10, 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 his/her department head shall be considered to have resigned.

ARTICLE 11 OTHER LEAVE BENEFITS

Section 1: Regular full-time employees shall be granted a leave of absence, with pay, when a death has occurred in the immediate family. The Employer, upon approval of the Director of Facilities, shall provide the following leave of absence for attendance of memorial services and for a period of bereavement:

Paid Leave

Spouse or Child	Five (5) days
Mother, Father, Sister, Brother	Three (3) days
Grandparents, Grandchild,	One (1) day
Mother-in-Law, Father-in-Law, Sister-in-Law, and Brother-in-Law	

Section 2: An employee shall be granted leaves of absence, designated as civil leave, for jury duty. Such leave shall only be during that part of the day that appearance is required. Such employees shall receive their regular salary for up to five (5) working days per fiscal year of jury service. Fees received from the court must be given to the Employer. When such employee is properly excused by the court, he/she shall report back to work; provided, however, that when the employee is excused by the court for the day, he/she shall immediately telephone or otherwise contact his/her supervisor to determine whether he/she is required to return to work for the remainder of that workday. Such paid leave excludes court time as a result of personal actions (civil or

criminal actions or violations).

Section 3: If an employee loses time due to a compensable work-related injury or illness, he/she shall be entitled to compensation as required by the State Worker's Compensation Law. An employee with one or more years of service shall receive benefits equal to his/her normal net weekly pay, with the Employer making up the difference between his/her normal net weekly pay and the total worker's compensation (not including indemnity benefits), social security and pension benefits, up to a maximum of eighteen months from the date of injury.

Section 4: Employees of the Town, who are members of a Reserve Unit of the Army, Navy, Marine Corps, Coast Guard, or Air Force of the United States of America shall be entitled to absent themselves from their duties with the Employer while engaged in required field training in such a unit. No such employee shall be subjected to any loss or reduction of seniority, vacation, or holiday privileges. While engaged in such training; the Employer shall pay the difference between the employee's compensation for military activities and his/her regular compensation up to a maximum of ten (10) working days per fiscal year. The employer and eligible employees retain all rights and privileges set forth in Section 7-462 of the Connecticut General Statutes.

ARTICLE 12 FAMILY MEDICAL LEAVE

The Employer and eligible employees retain all rights and privileges under applicable state and federal Family and Medical Leave Act statutes.

ARTICLE 13 BENEFITS

Section 1: All insurance benefits for newly hired full-time employees shall go into effect the first (1st) of the month following the employee's date of hire. Benefits for terminated employees shall cease as of the last day of the month in which they left employment with the Employer.

Section 2:

- a. Medical insurance coverage will be made available to regular full-time employees and eligible family members. Said plan will provide for hospitalization, surgical and prescription benefits under a Town plan with applicable co-payments for doctor's visits, prescriptions and with annual deductibles and subject also to the employee's contribution toward the premium costs set forth below in subsection (C) as summarized in Appendix B.
- b. Dental Coverage will be provided for employees only. Dental coverage for family members may be purchased from the Town at cost.

- c. Employees who choose the medical insurance coverage summarized in Appendix B will be required to contribute fifteen percent (15%) of the total cost of the insurance coverage on a bi-weekly basis for contract year 2016-2017 and 2017-2018.
- d. The Employer has the right to change carriers of the health insurance coverage program, or to self insure provided that following any such change of carriers or conversion to self-insured, the benefits and coverage are substantially equal to the prior program. For purposes of this Article, substantially equivalent means that when the old and new plan or insurance are compared, in total, the overall coverage and/or benefits of the new plan or program are substantially similar to the old, notwithstanding that there may be differences and/or disparities between benefits and/or coverage between the old and new plans or programs.
- e. Regular full-time employees may choose to not participate in the Town health insurance benefit program. Employees may opt to receive a quarterly payment equal to fifty (50%) percent of the current single Blue Care coverage rate in lieu of health insurance coverage. Employees may only re-enter or exit the health benefit program one time during a calendar year, unless a change has occurred in the employee's status (i.e loss of other insurance, marriage, divorce, etc.).
- f. Retiree health insurance shall be offered to retired employees, between the ages of fifty-five (55) and sixty-five (65), receiving pension benefits. The retired employee is responsible to pay the full premium coverage on a timely basis. Premium payments are due on the 20th of the month prior to the coverage month.

Section 3: Life Insurance shall be provided to regular full-time employees with coverage of fifty thousand dollars (\$50,000) for life and accidental death and dismemberment for employees under age of sixty-five (65) and coverage of twenty-five thousand (\$25,000) for employees over age sixty-five (65), at Town expense.

Section 3a: Voluntary Life Insurance - The Employer will offer at a group rate, voluntary life insurance to its full-time employees at the employee's expense. The plan is made available on a totally voluntary basis and deductions will be made through the employee's paycheck. Additional information is available through Human Resources.

Section 4: Long-Term Disability Insurance shall be provided to regular full-time employees at Employer's expense. Coverage provides for sixty percent (60%) of the base salary after ninety (90) days of disability or use of accrued sick leave, whichever is greater. In addition, the Employer shall continue to make short-term disability coverage available to employees at the employee's option and sole expense.

Section 5: Pension Plan - All regular full-time employees hired prior to July 1, 2013 are eligible to participate in the Town's noncontributory pension plan as of their date of employment. Details of the pension plan are described in a separate document

available in Human Resources. Employees hired on and after July 1, 2013 shall be eligible to participate in the Town's defined contribution plan which shall include a minimum mandatory employee contribution of three percent (3%) and an employer match up to six percent (6%).

Section 6: Flexible Spending Accounts - All full-time employees will be eligible to participate in a Flexible Spending Account Plan made available for Health and Dependent Care expenses. Additional information on the plans is offered through Human Resources.

Section 7: Longevity - The Employer intends to reward years of service and dedication to its full-time employees. Full-time employees will be eligible to receive a Longevity payment paid on January 1st of each year, according to the schedule below. Employees must have worked as full-time employees to be eligible to have credit for their years of service.

Employees hired on or before June 30, 2012 who meet the following criteria will be eligible for the following:

- | | |
|--|----------|
| A. More than five (5) years
but less than ten (10) years completed service. | \$550.00 |
| B. More than ten (10) years
but less than fifteen (15) years completed service. | \$750.00 |
| C. More than fifteen (15) years completed service. | \$950.00 |

ARTICLE 14 DISCIPLINE

Section 1: The type of disciplinary actions shall vary with the severity of the situation and may include the following measures (but not necessarily in this order):

- A. Verbal warning "Documented" in writing
- B. Written warning
- C. Suspension without pay
- D. Discharge

All disciplinary action may be appealed through the grievance procedure.

The Employer shall select the appropriate initial step depending on the seriousness of the disciplinary offense. No employee shall be subjected to disciplinary action except for just cause.

Section 2: If the Director of Beach & Recreation determines that a reprimand is an appropriate disciplinary action, the employee may receive an oral or written warning. The reprimand should state the reason(s) for the disciplinary action, an offer of assistance on the part of the department head to correct the problem situation as well

as a time frame in which the employee is required to correct the problem activity. A copy of a written reprimand shall be given to the employee. A copy of the reprimand and/or a notice of the reprimand shall be placed in the employee's personnel file for a period of two years. After that time, the record shall be removed from the employee's file and no longer considered for disciplinary purposes except if the employee takes the position that the event never occurred. Multiple reprimands for different matters may lead to further disciplinary action.

Section 3: The Director of Beach & Recreation (with the approval of the First Selectman) may place an employee on disciplinary probation for a period of up to three (3) months. The employee shall receive written notification of the disciplinary action, including the effective starting and ending dates of the probation. Any employee may be discharged at any time during disciplinary probation if the problem activity is continued. At the expiration of the disciplinary probation period, the department head shall notify the First Selectman whether the probation has been resolved or if the employee requires further disciplinary action.

Section 4: The Director of Beach & Recreation (with approval of the First Selectman) may suspend an employee, either with or without pay, after proper investigation and for just cause. The employee shall receive written notice stating the reason(s) for the suspension and the effective date.

Section 5: The Director of Beach & Recreation may discharge an employee, after proper investigation and for just cause (with approval of the First Selectman) if the situation warrants such action. An employee may be suspended with pay when immediate action is necessary and/or the Director of Beach & Recreation needs to review the facts of the cases. The employee shall be notified, in writing, as soon as possible, of the outcome of the Director of Beach & Recreation review.

The Director of Beach & Recreation and/or Director of Human Resources shall conduct discharge notification to the employee. A record of the discharge meeting shall be placed in the employee's personnel file. Any such suspension or discharge under this Section 5 shall be for just cause.

Section 6: Each employee shall have the right to see and review his/her personnel file at least twice per year by appointment with the Director of Human Resources. The Employer shall provide copies of all material in the file upon request of the employee. Employees may request that the Employer correct, amend or delete incorrect or inaccurate material. Failing mutual agreement, the employee shall have the right to respond in writing to all items in his/her personnel file. Such responses shall be made part of the file. No separate personnel file shall be maintained other than the one subject to employee inspection. Each employee will be given copies of any evaluation reports placed in the employee's file.

ARTICLE 15 GRIEVANCE PROCEDURE

Section 1: A grievance is defined as any dispute between the Union, or an employee represented by the Union, and the Employer, 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 Beach & Recreation in writing, of the nature and facts of the grievance within five (5) working days from its occurrence. The Director of Beach & Recreation shall return his/her resolution of the grievance in writing, within five (5) working days after such notification.

Step 2: If the Director of Beach & Recreation's 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 Beach & Recreation. Within five (5) working days of the receipt of the complaint from the grievant, 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 Beach & Recreation or any other person involved in the grievance to said hearing. The grievant shall be entitled to Union representation at such meeting. 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 Employer 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.

ARTICLE 16 MISCELLANEOUS

Section 1: Tuition Reimbursement Plan - The Employer may make available a tuition reimbursement program for 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 in the tuition reimbursement program, to the First Selectman or Director of Human Resources, prior to enrollment in the course. Upon approval, each employee shall be eligible to receive reimbursement for fifty (50%)

percent of the course cost, including books, up to a maximum of five hundred dollars (\$500, after successful completion (a grade of "C" or better). A copy of the course and book receipts, along with a transcript or acceptable document, should be submitted with the reimbursement request.

Section 2: The use of Town property for any personal use whatsoever is prohibited.

Section 3: Uniforms and Shoes/Boots - At the Employer's determination, employees may be required to wear uniforms, protective gear or other types of special clothing related to the employee's position. The Employer shall provide the uniforms, protective gear, special clothing, or shall provide an allowance for those employees whose work requires that uniforms, protective gear or special clothing be worn. The Employer reserves the rights to determine what uniforms are to be worn, who shall wear uniforms, what protective gear is required, and how such gear shall be worn or used. At the termination of employment, the Employer requires that the employee return all uniforms and protective gear, or the employee shall be held responsible for the cost of the items. To the extent the Employer intends to change uniform styles in the future, the employees shall be consulted in the selection of the uniform style and the cost of that change shall be borne by the Employer. The uniforms furnished by the Employer will include five (5) tee shirts yearly per employee. The Employer will provide a boot allowance of two hundred and fifty dollars (\$250.00), paid annually the first pay period in July.

Section 4: Outside Employment - An employee may engage in employment outside of his/her Town employment, except that, no outside employment shall interfere with or be in conflict of interest with Town employment. Accordingly, any employee engaging in outside employment shall advise the Director of Beach & Recreation or the First Selectman of same solely for the purpose of determining whether a conflict of interest with Town employment exists. An employee whose outside employment is determined to be in conflict of interest with Town employment or is determined to be interfering with the performance of the employee's regular duties with the Town, shall vacate said additional employment or be subject to dismissal. The First Selectman has the responsibility to determine whether or not a specific activity is prohibited, in relation to the Town of Madison's Ethics and Conflict of Interest Policy.

Section 5: Accident Reports - Physical or Property Damage - Any accident resulting in personal injury or property damage should be immediately reported to the Director of Beach & Recreation or Supervisor, who in turn shall notify the Director of Human Resources. If an employee notices an unsafe working condition, he/she should report such condition immediately to his/her supervisor.

Section 6: Meal Allowance - When an employee is required to report to work without advance notice more than three (3) hours before the beginning of regularly scheduled hours or is required to work three (3) hours beyond the end of the regularly scheduled work hours or must work during normal meal time, the employee may request, in writing, a Town paid meal allowance as follows:

- Breakfast: \$8.00
- Lunch: \$9.00
- Dinner: \$12.00

Section 7: Return of Madison Property - At the time of separation, and prior to the final payment of monies due, all records, assets, or other items of Town property in the employee's custody shall be transferred to the Director of Beach & Recreation. In the event that all items in the employee's custody are not returned to the Employer, an amount representing the value of the unreturned property shall be deducted from the employee's final compensation or collected through other appropriate action.

Employees who are separated from the Town service shall receive payment for all earned salary and accumulated vacation and personal time, subject to normal deductions and for any indebtedness.

Section 8: Layoff - The Director of Beach & Recreation shall determine the order of layoff of employees based upon bargaining unit seniority. In the event of a layoff, an employee shall be retained on the recall list for one (1) year from the date of layoff. Employees subject to layoff shall be notified in writing, not less than two (2) calendar weeks prior to the effective date, except in emergency cases in which the Employer has no opportunity for advance notice.

Section 9: Medical Examinations and Drug Screening Applicants may be required to satisfactorily pass a medical examination, after an offer of appointment to Town service, in order to assure that the individual is able to perform the essential duties of the position. The pre-employment medical examination may include a drug screening.

After an appointment to the Town service, a medical examination may be requested to ensure an employee is still able to perform the duties of his/her position. When required, a practicing physician appointed by the Employer at the Employer's expense shall perform the examination.

Section 10: No prior policy, practice or procedure of the Employer shall be enforceable against the Employer except for those specifically enumerated in this Agreement. Thus, the Union and/or the employee shall have no right to demand of the Employer anything not expressly provided for in this Agreement. All prior practices are null and void unless specifically included in this Agreement.

Section 11: This Agreement constitutes the entire contract between the Employer and the Union and can only be amended by mutual agreement of the parties.

Section 12: An authorized representative of the Union may visit any Town facility for the purpose of investigating grievances or problems, by prior arrangement with the Director of Beach & Recreation, and at reasonable times and under circumstances that do not unreasonably disrupt work or Town operations.

Section 13: Communications Devices - Buildings and Grounds employees will be issued a telecommunications device in the form of either a Cell Phone, Walkie Talkie or radio for communication and safety purposes.

Section 14: Volunteer Fire Fighters - Any employee who is a Madison volunteer fire personnel may leave work at his/her discretion to go to a call and shall return promptly to work after his or 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.

ARTICLE 17 DRUG TESTING

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.

**ARTICLE 18
NO STRIKE LOCKOUT**

Section 1: Neither the Union nor any employee shall engage in, encourage or tolerate any strike, slow down, sit down or any interruption of work in any form during this Agreement.

Section 2: The Employer shall not engage in a lockout of its employees during the term of this Agreement.

**ARTICLE 19
DURATION**

Section 1: This Agreement shall be in full force and effect and retroactive from July 1, 2016 through June 30, 2018.

Section 2: Should either the Employer 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 representatives of the Employer and the Union for the purpose of discussing said 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 when the procedure for amendment, modification or termination shall be as outlined in Section 2 of this Article; 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.

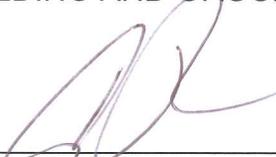
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers and representatives as of this ___ day of _____, 2016.

TOWN OF MADISON

By: 

Thomas Banisch
First Selectman

THE UNITED PUBLIC SERVICE
EMPLOYEES UNION, MADISON
BUILDING AND GROUNDS UNIT

By: 

Craig Taylor
Unit President

By: 

Kevin Boyle
President, UPSEU

By: 

Daniel Bonfiglio
Labor Relations Representative

**APPENDIX A
WAGE SCHEDULES**

<u>Maintainer</u>	<u>July 1, 2016</u> 2.25%	<u>Lead</u>	<u>July 1, 2016</u> 2.25%
Step 1	\$18.62	Step 1	\$21.41
Step 2	\$19.68	Step 2	\$22.65
Step 3	\$20.81	Step 3	\$23.92
Step 4	\$22.04	Step 4	\$24.92
Step 5	\$23.19	Step 5	\$26.64

July 1, 2017 2.25%

Description	Step 1	Step 2	Step 3	Step 4	Step 5
Grounds Maintainer I	\$19.08	\$19.46	\$19.85	\$20.25	\$20.65
Grounds Maintainer II – CDL B	\$22.89	\$23.35	\$23.81	\$24.29	\$24.78
Grounds Maintainer III – CDL A	\$25.25	\$25.76	\$26.27	\$26.80	\$27.33
Grounds – Lead Foreman – CDL A	\$27.76	\$28.32	\$28.88	\$29.46	\$30.05

APPENDIX B HEALTH INSURANCE SUMMARIES

Fact Sheet Detail

Page 1 of 4



Employer/Group: TOWN OF MADISON

Firm Division: 000939700 - TOWN OF MADISON BUILDING & GROUNDS ACTIVE HMO

BLUECARE, \$20.00/\$30.00

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.

COST SHARE PROVISIONS	In Network <i>Member Pays:</i>	Out-of-Network <i>Member Pays:</i>
Office Visit Copayment	\$20.00	Does not apply
Specialist Visit Copayment	\$30.00	
Hospital Copayment <i>(per admission)</i>	\$500.00	
Urgent Care Copayment	\$50.00	
Outpatient Surgery Copayment	\$100.00	
Ambulatory Surgery Copayment	\$100.00	
Emergency Room Copayment <i>(covered if admitted)</i>	\$100.00	Does not apply
Annual Deductible	Does not apply	Does not apply
Coinsurance	Does not apply	Does not apply
Coinsurance Maximum	Does not apply	Does not apply
Lifetime Maximum	Unlimited	Does not apply

PREVENTIVE CARE—*Included are preventive care services that meet the requirements of federal and state law, including certain screenings, immunizations and physician visits.*

Well child care*	No Copayment	Does not apply
Periodic, routine health examinations*	No Copayment	Does not apply
Routine eye exams	No Copayment	Does not apply
Routine OB/GYN visits	No Copayment	
Mammography*	No Copayment	
Hearing screening	No Copayment	



Employer/Group: TOWN OF MADISON

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Firm Division: 000939700 - TOWN OF MADISON BUILDING & GROUNDS
BLUECARE,\$20.00/\$30.00

MEDICAL CARE	In Network Member Pays:	Out-of-Network Member Pays:
Office visits - PCP	\$20.00	Does not apply
Office visits - Specialist	\$30.00	
Outpatient mental health & substance abuse <i>(prior authorization may be required)</i>	Refer to Plan Document	
OB/GYN care	No Copayment	
Maternity care <i>(initial visit subject to copayment, no charge thereafter)</i>	\$20.00	
Diagnostic lab and x-ray	Refer to Plan Document	
High-cost outpatient diagnostic <i>(prior authorization may be required)</i> <i>The following are subject to copay: MRI, MRA, CAT, CTA, PET, SPECT scans</i>		
Allergy services - Office Visits	\$30.00	
Allergy services - Testing	\$30.00	
Allergy services - Injections <i>(90 - Within 2 Years)</i>	No Copayment	

HOSPITAL CARE - Prior authorization may be required

Semi-private room <i>(General/Medical/Surgical/Maternity)</i>	Refer to Hospital Copayment	Does not apply
Inpatient mental health and substance abuse	Refer to Plan Document	
Skilled nursing facility <i>(up to 90 days per calendar year)</i>	No Copayment	
Rehabilitative services <i>(up to 60 days per calendar year)</i>	No Charge	
Outpatient surgery <i>(in a hospital)</i>	\$100.00	
Ambulatory surgery <i>(in other than a hospital setting)</i>	\$100.00	



Employer/Group: TOWN OF MADISON

Firm Division: 000939700 - TOWN OF MADISON BUILDING & GROUNDS ACTIVE HMO

BLUECARE,\$20.00/\$30.00

In Network Out-of-Network

EMERGENCY CARE	<i>Member Pays:</i>	<i>Member Pays:</i>
Walk-in centers	\$20.00	Does not apply
Urgent care <i>(at participating centers only)</i>	\$50.00	Does not apply
Emergency care <i>(copayment waived if admitted)</i>	\$100.00	Does not apply
Ambulance	No Copayment	Does not apply

OTHER HEALTH CARE		
Physical, Occupational, Speech and Chiropractic Therapies <i>(No Limit)</i>	\$30.00	Does not apply
Durable Medical Equipment and Prosthetics <i>(Limited maximum per calendar year)</i>	20%	Does not apply
Infertility Services <i>(Prior authorization may be required - Some restrictions may apply)</i>	Refer to Plan Document	Does not apply
Home Health Care	OV Copayment	Does not apply

*** PREVENTIVE CARE SCHEDULES**

<i>Well Child Care (including immunizations)</i>	<i>Adult Exams:</i>
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Employer/Group: TOWN OF MADISON

Firm Division: 000939700 - TOWN OF MADISON BUILDING & GROUNDS ACTIVE HMO

BLUECARE,\$20.00/\$30.00

Mammography: (additional exams when medically necessary)

AGE 35-39, 1 BASELINE EXAM;
AGE 40 AND OVER, 1 EVERY YEAR

Vision Exams: ONCE EVERY 2 YEARS

Hearing Exams: 1 EXAM PER MEMBER PER CALENDAR YEAR

O.B.G.Y.N Exams: 1 EXAM PER MEMBER PER CALENDAR YEAR

Note To Benefit Descriptions:

- In situations where the member is responsible for obtaining the necessary prior authorizations and fails to do so, benefits may be reduced or denied.
- Inpatient Hospital Per Admission Copay is waived if readmitted within 30 days for same diagnosis.
- Members must utilize participating Blue Quality Centers for Transplant hospitals to receive benefits for Human Organ & Tissue Transplant services. This network of the finest medical transplant programs in the nation is available to members who are candidates for an organ or bone marrow transplant. A nurse consultant trained in case management is dedicated to managing members who require organ and/or tissue transplants.

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, or with the performance of, jet change operations, surgical and non-surgical services related to TMD syndrome, travel expenses, vision therapy, services rendered prior to your contract effective date or rendered after your contract termination date, and workers' compensation.

This summary of benefits has been updated to comply with federal and state requirements, including applicable provisions of the recently enacted federal health care reform laws. As we receive additional guidance and clarification on the new health care reform laws from the U.S. Department of Health and Human Services, Department of Labor and Internal Revenue Service, we may be required to make additional changes to this summary of benefits.

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June 11, 2013

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Employer/Group: TOWN OF MADISON
 Firm Division: 000939700 - TOWN OF MADISON BUILDING & GROUNDS ACTIVE HMO
BLUECARE 3-TIER PRESCRIPTION DRUG PROGRAM
\$10 Copayment Generic Drugs
\$25 Copayment Listed Brand-Name Drugs
\$40 Copayment Non-Listed Brand-Name Drugs
Unlimited Annual Maximum

Description of Benefits		You Pay:
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: Listed Brand-Name Drugs	The term "listed brand-name" refers to a brand-name prescription drug identified on the formulary by Anthem Blue Cross and Blue Shield. 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 not identified on the formulary by Anthem Blue Cross and Blue Shield. Tier 3 copayment applies.	\$40
		<i>Plan Pays:</i>
Annual Maximum	Per member per calendar year	Unlimited

How to use the 3-Tier Prescription Drug Program

The 3-Tier Prescription Drug Program incorporates different levels of copayments for three types of prescription drugs: generic, listed brand-name and non-listed brand-name, as defined in the chart above. The formulary lists generic and brand-name drugs that have been selected for their quality, safety and cost-effectiveness. These listed drugs have lower member copayments than non-listed drugs (but may not have a lower overall cost in all instances.) You minimize your copayments when you use generic prescriptions and listed brand-name prescriptions. You will still have coverage for non-listed brand-name drugs, but at a higher cost share. **Talk to your provider** about using generic drugs or listed 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 a 30-day supply of prescription drugs from a participating retail pharmacy
- You will be responsible for two copayments when purchasing a 31-day to 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 will only be responsible for a Tier 1 copayment.
- When a generic equivalent is available and you obtain a listed or non-listed brand-name drug, you will be responsible for the applicable Tier copayment plus the difference in cost between the generic and listed or non-listed brand-name drug. This provision applies unless your provider obtains Prior Authorization. When Prior Authorization is obtained (at the discretion of Anthem Blue Cross and Blue Shield), you will be responsible only for the applicable Tier copayment.

Connection (Concurrent Drug Utilization Review)

Connection 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. Connection 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.

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Pharmacy Programs

Voluntary Mail-service Program

Members have access to Anthem Rx, the voluntary mail-service drug program for members who regularly take one or more types of maintenance drugs. Members can order up to a **90-day supply** of these medications and have them delivered directly to their home.

The \$10 generic/\$25 listed brand-name/\$40 non-listed brand-name copayment and Unlimited annual maximum apply. When ordering a 31-day to 90 day supply, two copayments will apply, as follows: \$20 generic/\$50 listed brand-name/\$80 non-listed brand.

National Pharmacy Network

Members also have access to a network of more than 53,000 retail pharmacies throughout the country. Members may call 1-888-267-4214, or go to www.anthemprescription.com, to locate a participating pharmacy when traveling outside the state.

Emergencies Outside The Service Area - Non-participating Pharmacies

The Plan will make payments for prescription drugs dispensed at a non-participating pharmacy outside of the service area; however, payment will be made only for treatment of an accident or emergency illness incurred outside of the service area, subject to approval by the Plan. Members must submit an itemized sales slip to the Plan for reimbursement within 120 days from the date of purchase.

Points to Remember

- Anthem Blue Cross and Blue Shield will provide coverage for prescription drugs dispensed by a participating pharmacy when prescription drugs are deemed medically necessary based on specific criteria and dispensed pursuant to a prescription issued by a participating physician or by a non-participating 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; over-the-counter or non-legend drugs; antibacterial soaps/antiseptics, stampods, 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.

This is not a legal contract. It is only a general description of the \$10 generic/\$25 listed brand-name/\$40 non-listed brand-name 3-Tier Prescription Drug Program with an Unlimited annual maximum. Please consult the subscriber agreement or prescription drug rider for a complete description of benefits and exclusions applicable to your coverage.

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Employer/Group: TOWN OF MADISON

Firm Division: 000938700 - TOWN OF MADISON BUILDING & GROUNDS ACTIVE HMO

BlueCare Vision

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 \$26 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 \$36 per calendar year
Contact lenses (including fitting, training, and lifetime warranty)	Up to \$48.40 per calendar year
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

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 or 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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June 11, 2013



Employer/Group: TOWN OF MADISON

Firm Division: 000939700 - TOWN OF MADISON BUILDING & GROUNDS ACTIVE HMO
FULL DENTAL,A

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

Covered Services Include:

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

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

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

Accessing Benefits:

Participating Dentists Benefits

When a member receives care from one of over 1,300 Participating Dentists, he or she simply presents his or her identification card showing dental coverage. The dentist bills us directly for all covered services.

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

Non-Participating Dentists Benefits

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

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

June 11, 2013

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Dental Amendatory Rider A Additional Basic Benefits

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

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

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

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

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

Accessing Benefits:

Participating Dentists Benefits

Anthem Blue Cross and Blue Shield will pay the lesser of 50% of the dentist's usual charge or 50% percent of the Usual, Customary and Reasonable Charge, as determined by us, for the dental services described in this Rider. Dentists who participate in our dental programs agree to accept our allowance as full payment and may not bill the member for any additional charges except for the remaining coinsurance balance.

Non-Participating Dentists Benefits

In the event these services are rendered by a non-participating dentist, we will pay to the member the lesser of 50% of the dentist's charge or 50% of the applicable allowance for the procedure as determined by us. The member is responsible for any difference between the amount paid by us and the fee charged by the dentist.

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

June 11, 2013



Employer/Group: TOWN OF MADISON
Firm Division: 000939710 - MADISON TOWN UPSEU BUILDING & GROUNDS PPO
CENTURY PREFERRED,\$15.00

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

COST SHARE PROVISIONS	In Network Member Pays:	Out-of-Network Member Pays:
Office Visit Copayment	\$15.00	Deductible & Coinsurance
Specialist Visit Copayment	\$15.00	
Hospital Copayment(per admission)	\$250.00	
Urgent Care Copayment	\$25.00	
Outpatient Surgery Copayment	\$100.00	
Ambulatory Surgery Copayment	\$100.00	
Emergency Room Copayment (covered if admitted)	\$50.00	\$50.00
Annual Deductible (individual/2-member family/3+ member family)	Does not apply	\$400/\$800/\$1,200
Coinsurance	Does not apply	30 %
Coinsurance Maximum (individual/2-member family/3+ member family)	Does not apply	\$2,000/\$4,000/ \$6,000
Lifetime Maximum	Unlimited	Unlimited

PREVENTIVE CARE-Included are preventive care services that meet the requirements of federal and state law, including certain screenings, immunizations and physician visits.

Well child care*	No Copayment	Deductible & Coinsurance
Periodic, routine health examinations*	No Copayment	Deductible & Coinsurance
Routine eye exams	No Copayment	Deductible & Coinsurance
Routine OB/GYN visits	No Copayment	
Mammography*	No Copayment	
Hearing screening	\$15.00	



Employer/Group: TOWN OF MADISON
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CENTURY PREFERRED,\$15.00

MEDICAL CARE	In Network Member Pays:	Out-of-Network Member Pays:
Office visits	\$15.00	Deductible & Coinsurance
Office visits - Specialist	\$15.00	
Outpatient mental health & substance abuse <i>(prior authorization may be required)</i>	Refer to Plan Document	
OB/GYN care	No Copayment	
Maternity care <i>(initial visit subject to copayment, no charge thereafter)</i>	\$15.00	
Diagnostic lab and x-ray	Refer to Plan Document	
High-cost outpatient diagnostic <i>(prior authorization may be required)</i> <i>The following are subject to copay: MRI, MRA, CAT, CTA, PET, SPECT scans</i>		
Allergy services - Office Visits	\$15.00	
Allergy services - Testing	\$15.00	
Allergy services - Injections (80 - Within 3 Years)	No Copayment	

HOSPITAL CARE - Prior authorization may be required

Semi-private room <i>(General/Medical/Surgical/Maternity)</i>	Refer to Hospital Copayment	Deductible & Coinsurance
Inpatient mental health and substance abuse	Refer to Plan Document	
Skilled nursing facility <i>(up to 120 days per calendar year)</i>	No Copayment	
Rehabilitative services <i>(up to 60 days per calendar year)</i>	No Charge	
Outpatient surgery <i>(in a hospital)</i>	\$100.00	
Ambulatory surgery <i>(in other than a hospital setting)</i>	\$100.00	



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CENTURY PREFERRED,\$15.00

In Network Out-of-Network

EMERGENCY CARE	<i>Member Pays:</i>	<i>Member Pays:</i>
Walk-in centers	\$15.00	Deductible & Coinsurance
Urgent care <i>(at participating centers only)</i>	\$25.00	Deductible & Coinsurance
Emergency care <i>(no payment waived if admitted)</i>	\$50.00	\$50.00
Ambulance	No Copayment	No Copayment

OTHER HEALTH CARE		
Physical, Occupational, Speech and Chiropractic Therapies <i>(\$50 - Per Member Per Calendar Year)</i>	No Copayment	Deductible & Coinsurance
Durable Medical Equipment and Prosthetics <i>(Unlimited maximum per calendar year)</i>	No Copayment	Deductible & Coinsurance
Infertility Services <i>(Prior authorization may be required - Some restrictions may apply)</i>	Refer to Plan Document	Deductible & Coinsurance
Home Health Care	OV Copayment	\$50.00 Deductible & 20% Coinsurance

*** PREVENTIVE CARE SCHEDULES**

Well Child Care (including immunizations)

Adult Exams



Employer/Group: TOWN OF MADISON
 Firm Division: 000939710 - MADISON TOWN UPSEU BUILDING & GROUNDS PPO
CENTURY PREFERRED 3-TIER MANAGED PRESCRIPTION DRUG PROGRAM
\$10 Copayment Generic Drugs
\$25 Copayment Listed Brand-Name Drugs
\$40 Copayment Non-Listed Brand-Name Drugs
\$1000 Annual Maximum

Description of Benefits		You Pay:
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: Listed Brand-Name Drugs	The term "listed brand-name" refers to a brand name prescription drug identified on the formulary by Anthem Blue Cross and Blue Shield. 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 not identified on the formulary by Anthem Blue Cross and Blue Shield. Tier 3 copayment applies.	\$40
Annual Maximum		Plan Pays:
Per member per calendar year		\$1000

How to use the 3-Tier Managed Prescription Drug Program

The 3-Tier Managed Prescription Drug Program incorporates different levels of copayments for three types of prescription drugs: generic, listed brand-name and non-listed 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 listed drugs have lower member copayments than non-listed drugs (but may not have a lower overall cost in all instances.) You minimize your copayments when you use generic prescriptions and listed brand-name prescriptions. You will still have coverage for non-listed brand-name drugs, but at a higher cost share. Talk to your provider about using generic drugs or listed 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 a 34-day supply of prescription drugs from a participating retail pharmacy.
- You will be responsible for two copayments when purchasing a 35-day to 100 day supply of maintenance drugs through the mail order program.

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

- When a generic drug is available and you request the equivalent brand-name drug, you will be responsible for the applicable copayment plus the difference in cost between the generic and brand-name drug.
- If your physician determines that the brand equivalent is medically necessary and indicates on the prescription "Dispense as written", you will only be responsible for the applicable copy.

Connection (Concurrent Drug Utilization Review)

Connection 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. Connection 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.

As a Contract, Anthem Blue Cross and Blue Shield is a member agency of Anthem Health Plans, Inc., an independent licensee of the Blue Cross and Blue Shield Association. It is required to belong to the Blue Cross and Blue Shield Association.

Pharmacy Programs

Voluntary Mail-service Program

Members have access to Anthem Rx, the voluntary mail-service drug program for members who regularly take one or more types of maintenance drugs. Members can order up to a **100-day supply** of these medications and have them delivered directly to their home.

The \$10 generic/\$25 listed brand-name/\$40 non-listed brand-name copayment and \$1000 annual maximum apply. When ordering a 35-day to 100 day supply, two copayments will apply, as follows: \$20 generic/\$50 listed brand-name/\$30 non-listed brand.

National Pharmacy Network

Members also have access to a network of more than 53,000 retail pharmacies throughout the country. Members may call 1-855-207-4214, or go to www.anthemprescription.com, 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.

Points to Remember

- Anthem Blue Cross and Blue Shield will provide coverage for prescription drugs dispensed by a participating pharmacy when prescription drugs are deemed medically necessary based on specific criteria and dispensed pursuant to a prescription issued by a participating physician or by a non-participating 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 **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 order. All prescriptions are subject to the quantity limitations imposed by state and federal statutes.

This drug order 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; over-the-counter or non-legend drugs; antibacterial soaps/detergents, shampoos, toothpaste/brushes 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.

This is not a legal contract. It is only a general description of the \$10 generic/\$25 listed brand-name/\$40 non-listed brand-name 3-Tier Managed Prescription Drug Program with an \$1000 annual maximum. Please consult the Evidence of Coverage or prescription drug order for a complete description of benefits and exclusions applicable to your coverage.

In Connecticut, Anthem Blue Cross and Blue Shield is a trade name of Anthem Health Plans, Inc., an independent member of the Blue Cross and Blue Shield Association. ® Registered marks of the Blue Cross and Blue Shield Association.

June 11, 2013

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Employer/Group: TOWN OF MADISON
Firm Division: 000939710 - MADISON TOWN UPSEU BUILDING & GROUNDS PPO
CENTURY PREFERRED,\$15.00

Mammography: (additional exams when medically necessary)

AGE 35-39, 1 BASELINE EXAM;
 AGE 40 AND OVER, 1 EVERY YEAR

Vision Exams: ONCE EVERY 2 YEARS
Hearing Exams: ONCE EVERY 2 YEARS
O.B.G.I.N Exams: 1 EXAM PER MEMBER PER CALENDAR YEAR

Note To Benefit Descriptions:

- In situations where the member is responsible for obtaining the necessary prior authorizations and fails to do so, benefits may be reduced or denied.
- Inpatient Hospital Per Admission Copay is waived if readmitted within 30 days for same diagnosis.
- Members must utilize participating Blue Quality Centers for Transplant hospitals to receive benefits for Human Organ & Tissue Transplant services. This network of the finest medical transplant programs in the nation is available to members who are candidates for an organ or bone marrow transplant. A nurse consultant trained in case management is dedicated to managing members who require organ and/or tissue transplants.
- Members are responsible for the balance of charges billed by out-of-network providers after payment for covered services has been made by Anthem Blue Cross and Blue Shield according to the Comprehensive Schedule of Professional Services.

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 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.

This summary of benefits has been updated to comply with federal and state requirements, including applicable provisions of the recently enacted federal health care reform laws. As we receive additional guidance and clarification on the new health care reform laws from the U.S. Department of Health and Human Services, Department of Labor and Internal Revenue Service, we may be required to make additional changes to this summary of benefits.

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

June 11, 2013

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Employer/Group: TOWN OF MADISON

Firm Division: 000939710 - MADISON TOWN UPSEU BUILDING & GROUNDS PRO

Century Preferred 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

Principle Limits & 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 to an amount up to the single prescription lenses indemnity amount subject to the annual maximum.

June 11, 2013



Employer/Group: TOWN OF MADISON

Firm Division: 000939710 - MADISON TOWN UPSEU BUILDING & GROUNDS PPO

FULL DENTAL,A

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

Covered Services Include:

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

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

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

Accessing Benefits:

Participating Dentists Benefits

When a member receives care from one of over 1,600 Participating Dentists, he or she simply presents his or her identification card showing dental coverage. The dentist bills us directly for all covered services.

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

Non-Participating Dentists Benefits

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

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

June 11, 2013

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Dental Amendatory Rider A Additional Basic Benefits

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

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

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

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

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

Accessing Benefits:

Participating Dentists Benefits

Anthem Blue Cross and Blue Shield will pay the lesser of 60% of the dentist's usual charge or 60% percent of the Usual, Customary and Reasonable Charge, as determined by us, for the dental services described in this Rider. Dentists who participate in our dental programs agree to accept our allowance as full payment and may not bill the member for any additional charges except for the remaining coinsurance balance.

Non-Participating Dentists Benefits

In the event these services are rendered by a non-participating dentist, we will pay to the member the lesser of 60% of the dentist's charge or 60% of the applicable allowance for the procedure as determined by us. The member is responsible for any difference between the amount paid by us and the fee charged by the dentist.

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

June 11, 2013