

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**THE TOWN OF ESSEX**

**AND**

**ESSEX LOCAL 1303-285**

**OF COUNCIL 4**

**AMERICAN FEDERATION OF STATE, COUNTY**

**AND MUNICIPAL EMPLOYEES**

**AFL-CIO**

**July 1, 2010 to June 30, 2014**

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**COLLECTIVE BARGAINING AGREEMENTCOLLECTIVE  
BARGAINING AGREEMENT**

**BETWEEN**

**THE TOWN OF ESSEX**

**AND**

**LOCAL, 1303-285 OF COUNCIL #4  
AMERICAN FEDERATION OF STATE, COUNTY AND  
MUNICIPAL EMPLOYEES AFL-CIO  
(Highway Department Employees)**

**This Agreement is entered into by and between the Town of Essex hereinafter referred to as the "employer" and Local #1303-285 of Council #4 of the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union".**

**ARTICLE I  
RECOGNITION**

**Section 1.0**

The Town of Essex hereby recognizes Local 1303-285 of Council #4, of the American Federation of State, County and Municipal Employees, AFL-CIO as the sole and exclusive bargaining agent for all Town of Essex Highway Department employees excluding elected officials, clericals, and members of other unions, excluding the foreman Director of Public Works and seasonal help.

**Section 1.1**

The Town and the Union agree not to discriminate against employees by this Agreement, on account of membership or non-membership in the Union.

**Section 1.2**

This contract shall be subject to amendment by mutual agreement of the "Union" and "Employer". All Agreements shall be in writing signed by both

parties, the First Selectman in the case of the Town, and the Union President and the Staff Representative in the case of the Union.

**ARTICLE II**  
**UNION SECURITY AND PAYROLL DEDUCTION**

**Section 2.0**

All employees in the bargaining unit shall, as a condition of employment, become a member of the Union in good standing or pay a service fee to the Union after the completion of a satisfactory probationary period. The service fee shall be proportioned by the Union as required by law.

**Section 2.1**

Upon receipt of a signed authorization form from the employee involved, a copy of which is attached to this Agreement as Appendix A, the Employer shall deduct from the employee's pay, the second week in each month, such initiation fees, dues and/or service fees as the Union shall determine.

**Section 2.2**

The amount will be certified by a representative from AFSCME Council 4, AFL-CIO, in writing, and may be raised or lowered by the Union at any time upon notification by said officer to the Employer.

**Section 2.3**

Deduction as provided in 2.2 shall be remitted to the Council #4 office of the Union no later than fifteen (15) days after such deductions have been made along with a list of employees from whom the deductions have been made, indicating their address.

- A. If for any reason an employee has no pay available from which the dues may be deducted, the deduction will take place beginning the payroll period in which he does have pay available and continuing weekly until back deductions are made up, at which time he will return to the monthly basis.
- B. The Union agrees to indemnify and to hold the Town harmless against any and all claims, demands, suits or other forms of liability, including but not limited to attorney's fees and the cost of administrative hearings that shall or may arise out of or by reason of, action taken by or against

the Town that may arise as a result of complying with the provisions of this Article.

**ARTICLE III**  
**SENIORITY**

**Section 3.0**

All new employees shall serve a probationary period of ninety (90) days and shall not have seniority rights or any other rights under this Agreement during the probationary period.

**Section 3.1**

All employees who have worked satisfactorily for ninety (90) days shall be considered regular fulltime employees of the bargaining unit, their probationary period will be considered completed, and their seniority will then be backdated to the time they were hired.

**Section 3.2**

In the event a layoff becomes necessary the least senior qualified employee in a job classification shall be laid off first.

**Section 3.3**

Laid-off employees shall be recalled to work with the most senior employee in each job classification recalled first. In recalling employees, the Town shall rely on the last address furnished to the Town, in writing, by the employee. Recall rights shall terminate twenty-four (24) months from date of lay-off for each employee.

**Section 3.4**

No new employees shall be hired until all qualified laid-off employees in each job classification have first been given notification of recall.

In the event an employee refuses to return to work when recalled, his seniority will be considered loss and he will no longer be considered eligible for recall.

**Section 3.5**

Bargaining unit work will be performed by bargaining unit employees except that seasonal and/or part time employees may be used in addition to members

of the unit when needed provided no full time employee has been or will be laid off for lack of work.

**Section 3.6**

An employee about to be laid off will be paid earned wages and accrued vacation pay.

**Section 3.7**

An employee's continuous service shall be broken and his seniority lost for any of the following reasons:

1. Voluntary resignation.
2. Unexcused absence from work for five( 5) consecutive days.
3. Discharge.
4. Layoff for twelve (12) months.
5. Absence from work for any non-injury or illness related reason for (3) three months or more. If the absence is due to injury or illness, then one year.
6. Seniority shall not be interrupted by authorized leave, vacation, suspension, paid sick leave or job-related injury of less than one year.

**ARTICLE IV**  
**PROMOTIONS AND VACANCIES**

**Section 4.0**

The Town is committed to the concept of advancement within the Town which shall be open to all regular Bargaining Unit employees who meet the necessary requirements.

- a. If, two or more applicants are equally qualified for a position, the Town employee with highest seniority shall be selected.
- b. If, in the opinion of the department head, a promoted employee proves unable to perform the work within the probationary period of 90 days, he/she shall be returned to his/her former position.

**ARTICLE V**  
**HOURS OF WORK AND OVERTIME**

**Section 5.0 - Work Schedule**

1. The regular work week for bargaining unit employees shall consist of (5) five days of eight hours each, exclusive of lunch periods, for a total of 40 hours, Monday through Friday. Bargaining unit employees will continue to perform work on the "backhoe" on Saturdays. Performance of such work on Saturdays will be paid at time and one/half.
2. Normal hours for Public Works employees will be 7:00 a.m. to 3:30 p.m., with 1 /2 hour for lunch.
3. The Town shall authorize the inclusion of a 10 minute rest period during each half of the daily schedule actually worked as time actually worked. The department head will schedule specific times for rest periods.
4. The work times outlined may be changed by mutual agreement of the employer and the Union.

**Section 5.1**

1. Premium rates for the Highway Department shall be as follows:
2. Time and one-half (1 1/2) shall be paid for all time worked beyond forty (40) hours in any one week.
3. Time and one-half (1 1/2x) shall be paid for all time worked on Saturday.
4. Double (2x) time shall be paid for all hours worked on Sundays.
5. Double (2x) time shall be paid for time worked on Holidays, in addition to Holiday pay.
6. No employee shall be required to take time off for the purpose of offsetting overtime.

**Section 5.2**

1. Any employee who has worked sixteen (16) consecutive hours shall be sent home for a ten (10) hour rest period, unless such employee chooses to work and in the judgment of his foreman, is capable of continuing to

work. Such employee shall return to work at the end of the rest period if required.

2. For snow plowing and other emergencies, the Town shall have the right to continue use of outside contractors for work which in the past was performed by outside contractors. For other bargaining unit work, outside contractors may be used after all available Town employees are in use. The First Selectman or the Director of Public Works, in consultation with the Crew Leader or the senior bargaining unit employee on duty, shall have the right to send Town employees home, when there are contract forces at work, if they determine that the continuation of work by Town employees will endanger the health and safety of such employees.
3. Crew Leader: When the Crew Leader or senior bargaining unit employee on duty replaces the Director of Public Works as a result of his/her absence, said employee shall receive an additional one (1) dollar of pay added to his/her hourly rate for all hours said employee worked in the absence of the Director of Public Works.

### **Section 5.3**

Each employee who works beyond 10 hours shall receive meal reimbursement of up to fifteen dollars (\$15.00) provided that the employee submits an expense voucher or receipt for such meal reimbursement.

## **ARTICLE VI CALL-IN PAY**

### **Section 6.0**

1. Any employee called in to work before or after his/her regular work day or on a non-scheduled day shall receive a minimum of three (3) hours' pay at the applicable rate, provided that the time worked is not contiguous to his/her regularly scheduled hours.
2. When an employee is subject to call for emergency service but is not required to be at a location designated by the employer but is simply required to keep the employer informed as to the location at which he may be contacted, working time shall begin when the employee is notified of his assignment and shall end when the employee has completed his assignment.

3. Town will make every effort to notify employees if contemplating a need to call them in. The employee is required to be prepared and available for such work.

## **ARTICLE VII HOLIDAYS**

### **Section 7.0**

All employees covered under this Agreement shall receive the following paid Holidays:

1/2 New Years Eve Day	Fourth of July
New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Presidents Day	Veterans Day
Election Day	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	1/2 Day Christmas Eve
Christmas Day	

The employees in this bargaining unit shall receive any and all other holiday release time designated by the Town.

### **Section 7.1**

If a Holiday falls during an employee's vacation, he shall be given an alternative day off, mutually agreeable between employee and employer.

## **ARTICLE VIII WAGES**

### **Section 8.0**

On July 1, 2010 wages shall be increased by 2.0%; on July 1, 2011 wages shall be increased by 2.0%; on July 1, 2012 wages shall be increased by 2.0%; on July 1, 2013 wages shall be increased by 2.5%. All wage rates effective during the term of this Agreement shall be reduced to writing by classification and added to this Agreement as Appendix C.

### **Section 8.1**

All employees shall be paid bi-weekly by check beginning July 14, 2005

### **Section 8.2**

Effective July 1, 2010 the present salary schedule shall be as shown on Appendix C.

### **Section 8.3 – Longevity Step**

Employees shall be entitled to a longevity bonus as follows:

- Each employee completing at least ten years and less than fifteen years of consecutive service will receive 3% of their base salary computed on their hourly rate.
- Each employee completing at least fifteen years and less than twenty years of consecutive service will receive 3% of their base salary computed on their hourly rate.
- Each employee completing at least twenty years of consecutive service will receive 4% of their base salary computed on their hourly rate.

Employees who have already received longevity increases shall retain their prior benefit. In no case shall more than 10% be paid for longevity.

### **Section 8.4 – Step Advancement**

Employees will advance to the next step, on the Salary Schedule in Appendix C, on July 1 of each year, provided they have not reached the maximum step.

### **Section 8.5**

Any employee used to work in a higher classification shall receive the hourly rate of the higher classification for any day so worked.

**ARTICLE IX**  
**INSURANCE & PENSION**

**Section 9.0**

Unless otherwise provided herein, the employer shall provide each employee with the insurance benefits that are given to all Town of Essex employees, under the same terms and conditions that apply to all Town of Essex employees.

The description of health insurance coverage in effect as of July 1, 2010 is appended hereto as Appendix E.

The premium share for the cost of said insurance benefits is as follows for the term of the contract:

2010 contract:        13.0%

**Section 9.1**

Employees shall be covered under the provisions of the Town of Essex Retirement Plan.

**Section 9.2**

Upon retirement, employees shall be eligible for the hospital medical coverage which is provided to retired Town of Essex employees, under the same terms and conditions that apply to such employees.

**Section 9.3 – Waiver of Coverage**

A. Notwithstanding the above, employees may voluntarily elect to waive, in writing, all health insurance coverage outlined above and, in lieu thereof, shall receive an annual payment in case of \$1000, \$2000, \$3000 respectively, for individual, spouse and family coverage. Payment to those employees waiving such coverage shall be made in equal payments the first week of December and June.

B. Where a change in an employee's status prompts the employee to resume Town provided insurance coverage, the written waiver may, upon written notice to the Town, be revoked. Upon receipt of revocation of the waiver, insurance coverage shall be reinstated as soon as possible; subject, however, to any regulations or restrictions, including waiting periods, which may then be prescribed by the appropriate insurance

carriers. Depending upon the effective date of such reinstated coverage, appropriate financial adjustments shall be made between the employee and the Town to ensure that the employee has been compensated, but not over compensated, for any waiver elected in this section.

#### **Section 9.4 –Section 125 Plan**

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

#### **Section 9.5- Change of Carriers**

The Town shall have the authorization to change or alter insurance plans and/or insurance carriers provided, however, that any substitute plan will offer substantially the same level of benefits and privileges provided by the plans in effect and as specified in this Agreement and provided further that it is not the Town's intent to substitute a plan or plans which restrict the employee's right to choose his or her provider of medical services.

#### **Section 9.6-Life Insurance**

The Town will provide each employee with a Life Insurance Policy of \$30,000 . In the event the policy amount is increased for unaffiliated employees, the policy amount will be increased in the same amount for members of the bargaining unit.

### **ARTICLE X LEAVE**

#### **Section 10.0 – Sick Leave**

Each employee shall earn a maximum of fifteen (15) sick days per year at the rate of one and a one-quarter (1-1/4) days per month.

The maximum accumulative sick day mount will be as follows:

July 1, 2010 –75 days

Any unused sick leave earned on or before July 1 of each contract year, in excess of the specified amount above, shall be paid in full with the first payroll of November each year commencing in November 2006.

Upon retirement, resignation or death, each employee or his beneficiary shall be entitled to 100% of his unused accumulated sick leave for that respective year.

Sick leave in excess of three (3) consecutive days or on a Monday or Friday of before or after a paid holiday must be accompanied by a medical certificate from a Doctor. If the Town is not satisfied by the medical certificate the Town can order a medical examination at its own expense if the second examination is not covered by insurance.

### **Section 10.1 – Funeral Leave**

All full-time and permanent part-time employees shall be granted three (3) days leave with pay for the death in the immediate family. The immediate family shall include spouse, siblings, parents, brother, sister, grandparents and grandchildren. One (1) day leave with pay for other relatives. The First Selectman or designee may grant permission to attend the funeral of a close acquaintance without loss of pay.

### **Section 10.2 – Unpaid Leave**

Leaves of absence without pay for legitimate purposes may be granted to an employee upon written request to the First Selectman or his designated representative. A notice of such leave will be supplied to the Union President.

### **Section 10.3- Military Leave**

Military duty leave shall be granted to full-time employees when they are required to serve on active duty or National Guard Duty. Any employee who is on leave for Military Duty shall receive the difference in pay from the Employer while on such leave for a maximum of ten days. Military pay vouchers shall be submitted by the employee in order for the employer to ascertain the pay due to the employee.

### **Section 10.4 – Jury Duty**

Any employee required to serve on jury duty shall be paid the difference between jury duty pay and his regular day's pay for each day that he is required to serve.

### **Section 10.5 – Personal Days**

Each full-time employee in the bargaining unit shall be granted up to two (2) personal days per year (non-cumulative) without having to provide a reason. Whether the leave will be granted depends on:

1. Adequacy of notice, 24 hours except in emergency;
2. Other approved leaves for the day requested;
3. An unanticipated emergency.
4. A third (3th) personal day may be granted at the discretion of the foreman based on attendance, attitude and work performance.

The employer shall provide an answer to the request within a reasonable time. Once written approval is given, it shall not be revoked except in case of Town emergency.

### **Section 10.6 - Injury Leave**

1. Leave for Injury on the Job. An employee who is injured on the job must report such injury to his/her supervisor immediately following the injury. An employee who is on injury leave shall receive his/her regular base weekly pay from the Town and shall turn over to the Town any workers' compensation payments.
2. The employer shall make available an accident and health plan for full time employees, at the option of each individual employee. Benefits under said plan shall commence after the employee's disability and shall thereafter provide benefits per month. The Town's share of the premium for said plan shall be limited to \$5.00 dollars per week per participating employee, with the balance to be paid by the employee electing such coverage.
3. An employee who is injured on the job and is unable to resume his normal responsibilities may be terminated from employment after one year or at the end of his worker's compensation eligibility whichever is sooner.
4. An employee who is out of work due to a non-job related injury or illness may be terminated after one year.

## **Section 10.7 - Family Leave**

The Family Leave and Medical Act of 1993, entitles eligible employees to take up to twelve (12) weeks of unpaid, job protected leave each year for specific family and medical reasons, including pregnancy. Unused vacation days, as well as accumulated sick leave days may be used during a family or medical leave of absence.

## **ARTICLE XI VACATIONS**

### **Section 11.0**

Based on the fiscal year: July 1st through June 30, a vacation with normal rate of pay shall be given annually to all regular full-time employees on the following basis of continuous employment:

One Week (5 working days) after the first year

Two Weeks (10 working days) after the second year

After five (5) years of service employees shall receive one (1) additional day each year to a maximum of twenty (20) days.

### **Section 11.1**

Employees shall be permitted to omit a vacation of up to two weeks in one year for the purpose of having an additional vacation allowance of up to two weeks in the succeeding year.

### **Section 11.2**

An employee shall take his vacation at a time during the year mutually agreeable between employee and Employer.

1. In the event of conflicting vacation dates, seniority shall be the determining factor in awarding the first two (2) weeks of vacation to which the employee is entitled.
2. Nothing contained herein shall be construed as preventing any employee from taking vacation in increments of one (1) day, agreeable to the work schedule.
3. In the event a Holiday falls while an employee is on vacation, an alternative day shall be added to his vacation period or he may elect to take it off at a later date.

4. Employees may take vacations of two (2) weeks duration at any time during the period subject to subsection I 1.2(A) above.

### **Section 11.3**

In the event of the death of an employee, his family shall receive pay for unused vacation, personal and sick time.

### **Section 11.4**

In the event an employee retires or terminates or is terminated for any reason, his accrued vacation, sick and personal time pay shall be given to him.

## **ARTICLE XII** **DISCIPLINARY ACTIONS**

### **Section 12.0**

No permanent employee shall be discharged or otherwise disciplined without just cause. In determining if just cause exists, the Town may utilize the Town Policy Manual for guidance.

### **Section 12.1**

Disciplinary actions shall follows this order:

- A. Verbal warnings - if it's possible to contact the employee.
- B. Written warning.
- C. Suspension.
- D. Discharge.

In cases involving serious offenses, steps A. & B. may be waived at the employer's option.

### **Section 12.2**

An oral reprimand shall not be deemed to have been issued unless the employee has been advised in writing that he has received an oral reprimand and a notation of such reprimand be made part of the personnel file. No written reprimand shall be deemed to have been issued unless the written communication is labeled a written reprimand. The record of an oral

reprimand shall not be used for the basis of further progressive discipline after 12 months provided the individual has received no further discipline in the interim. The record of a written reprimand shall not be used for the basis of further progressive discipline after twelve months provided the individual has received no further discipline in the interim. If the employer has reason to reprimand and or counsel an employee it shall be done in a manner that will not embarrass the employee before other employees or the public.

### **Section 12.3**

When the appointing authority has reason to suspend or discharge an employee, the employee shall first be entitled to a pre-disciplinary hearing, with a representative of his choice, to respond to the alleged charges.

After such hearing, if the appointing authority feels the employee should be disciplined it will be done in the following manner:

- 1) Notice shall be in writing with a copy to the Union.
- 2) State the charges.
- 3) State the acts or omissions upon which the charges are based.
- 4) State the discipline imposed and the effective date or dates.
- 5) State the employee's right to appeal the action through the grievance procedure.

### **Section 12.4**

1. All employees shall, within twenty-four (24) hours, report all accidents which occur within their area of responsibility. Any employee involved, or alleged to be involved, in the incident to be reported shall be required to make such report as aforesaid.
2. The Town shall comply with any reasonable request of the employee for information in the Town's possession which relates to any incident allegedly involving the employee.

The Town shall protect and save harmless any employee from financial loss and expense, including legal fees and court costs, if any, arising out of any claim of law suit resulting from accidental damage to or any other acts resulting in any injury, which acts are not wanton, reckless or malicious

provided such employee at the time of the acts resulting in such injury, damage or destruction was acting within the scope of his employment.

## **ARTICLE XIII** **GRIEVANCE PROCEDURE**

### **Section 13.0**

For the purpose of this Agreement, the term grievance means any dispute between the Employer and an employee or employees concerning the effect, interpretation, or application of this agreement.

### **Section 13.1**

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

1. Step 1 - Within fifteen (15) days of the event giving rise to the alleged grievance, the aggrieved employee and/or his Steward or Representative shall take up the grievance matter with the First Selectman in an effort to get the grievance resolved immediately.
2. Step 2 - If the aggrieved is not satisfied with the answer received in Step 1, he may elect, within seven (7) days after the Step I answer, to present the grievance to the Board of Selectmen who shall arrange a hearing within fifteen (15) days to discuss the grievance in an attempt to resolve it. If the grievance is not resolved by the Board immediately, the Union shall be given an answer by the Board in writing within fifteen (15) days of such hearing.
3. If the Union is not satisfied with the answer given by the Board, they may elect, within thirty (30) days after the Step 2 answer, to submit the grievance to the State Board of Mediation and Arbitration to be resolved; and in the event arbitration takes place, the answer shall be final and binding.
4. The arbitrator's award shall be final and binding as provided by law. He shall be bound by and must comply with all the terms of this Agreement and shall have no power to add or subtract from or in any way modify the provisions of this Agreement. The cost of arbitration shall be borne equally by both parties.

5. If at any step in the Grievance procedure the Union fails to indicate in writing its desire to proceed to the next step within the time limits specified in this Section, the grievance will be considered settled. If the Town does not provide an answer within the specified time limits, the grievance shall automatically advance to the next step.

### **Section 13.2**

Nothing herein shall be construed as prohibiting an aggrieved party from handling his own grievance if he so desires, with the exception of the arbitration step above, but no agreement shall be made that is contrary to any of the terms of this Agreement.

## **ARTICLE XIV SAVINGS CLAUSE**

### **Section 14.0**

If a section, sentence, clause or phrase of this Agreement shall be held for any reason to be inoperative, void, or invalid, the validity of the remaining portion of this Agreement shall not be affected thereby, it being the intention of the parties in adopting this Agreement that no portion thereof, or provision herein, shall become inoperative or fall by reason of the invalidity of any other portion or provision and the parties do hereby declare herein, separately and apart from the others.

## **ARTICLE XV MANAGEMENT RIGHTS**

### **Section 15.0**

It is understood and agreed that the Town of Essex possesses the sole right and authority to operate and direct the employees of the Town and its various departments in all aspects, including supervisory employees. Such authority shall include but not be limited to all rights and authority exercised by the Town prior to the execution of this Agreement, except as modified in this Agreement. These rights include, but are not limited to:

1. The right to determine its mission, policies and to set forth all standards of service offered to the public.
2. To plan, direct control and determine the operations or services to be conducted by employees of the Town.

3. To determine the methods, means, number of personnel needed to carry out the department's mission.
4. To direct the working forces.
5. To hire and assign or to transfer employees within the department or to other applicable functions.
6. To promote, suspend, discipline or discharge for just cause.
7. To layoff or relieve employees due to lack of work or funds.
8. To make, publish and enforce rules and regulations for the operation of each department.
9. To introduce new or improved methods, equipment or facilities.
10. To take any and all actions as may be necessary to carry out the mission of the Town and its departments, institutions of civil emergency as may be declared by the Chief Executive, Police or Fire Chief, provided that no right enumerated herein shall be exercised or enforced in a manner contrary to or inconsistent with the provisions of this Agreement.

It is recognized by the parties that all matters pertinent to wages, hours and other conditions of employment are negotiable under the terms of the Municipal Employee Relations Act, and such rights are neither waived nor diminished by the foregoing language which shall be subject to all of the terms of this Agreement.

## **ARTICLE XVI** **UNIFORMS/CLOTHING**

### **Section 16.0**

Good high top safety construction boots (shoes) shall be provided and must be worn by each employee at the expense of the Employer up to a maximum of \$350 per year at a Town approved vendor.

**ARTICLE XVII**  
**SUBSTANCE ABUSE & ALCOHOL MISUSE POLICY**

**Section 17.0**

The Town Substance Abuse and Alcohol Misuse Policy is incorporated as Appendix D.

**ARTICLE XVIII**  
**SAFETY**

**Section 18.0**

The Employer shall provide a workplace free from unsafe or unhealthy conditions. The Employer shall make every effort to make repairs or to adjust unsafe or unhealthy working conditions as soon as possible after such conditions become known to the Employer.

No employee shall be required to perform work under unsafe or unhealthy conditions; provided, however, that an employee must follow the rule; work now, grieve later, unless there is imminent danger to the employee's physical well-being.

**ARTICLE XIX**  
**DURATION**

**Section 19.0**

This Agreement shall become effective on July 1, 2010, and shall remain in effect until June 30, 2014, and from year to year thereafter unless either party notifies the other no later than one hundred twenty (120) days from the expiration date above, it wishes to modify or change this Agreement in any manner, and subject to reopening at any time by mutual agreement.

**Section 19.1**

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

Dated at Essex this 6 day of July 2010,  
2010.

FOR THE TOWN OF ESSEX

FOR LOCAL 1303-285 OF  
COUNCIL 4 AFSCME, AFL-CIO

Philip J. Miller  
First Selectman

Richard M. Gallagher  
Richard Gallagher  
President Local 1303-285 of  
Council 4 AFSCME, AFL-CIO

Kevin D. Doo  
Town Negotiator

Paul Wallace  
Paul Wallace  
Staff Representative  
Connecticut Council 4  
AFSCME, AFL-CIO

**APPENDIX A**

**CONNECTICUT MUNICIPAL COUNCIL 4  
AMERICAN FEDERATION OF STATE, COUNTY  
AND MUNICIPAL EMPLOYEE, AFL-CIO**

**AUTHORIZATION FOR PAYROLL DEDUCTION**

**By:**

---

**Please Print      Last Name      First Name      Middle**

**To:**

---

**Name of Employer**

Effective \_\_\_\_\_ I hereby designate AFSCME Connecticut Council No. 4 and/or its appropriate affiliates to be my representative for collective bargaining.

Effective \_\_\_\_\_ I hereby authorize you to deduct from my earnings each \_\_\_\_\_ a sufficient amount to provide for the regular payment of the current rate of monthly union dues, and/or service fees as certified by the Union. The amount deducted shall be paid to the Treasurer of Local 1303 of Council 4 of the American Federation of State, County and Municipal Employees.

This authorization shall remain in effect in accordance with the working agreement or until termination of my employment.

---

**Signature:      Do No Print**

---

**Street Address      Phone Number**

---

**City and State (Print)      Zip Code**

## **APPENDIX B**

### **Minimum Job Qualifications**

#### **Laborer**

Valid Connecticut Motor Vehicle Operator's License. Ability to apply common sense understanding to carry out instructions that are furnished in written, oral or diagrammatic form. Ability to acquire skill to operate construction equipment [such as snow plowing truck, payloader, curbing machine, roller, tractor, jack hammers, chain saws, chippers, and hand tools and to acquire skill to make mechanical repairs]. Ability to lift and or carry objects of 25 to 50 pounds. Ability to work in extreme weather conditions, including heat or cold, with temperatures sufficiently high or low enough to cause marked bodily discomfort.

#### **Maintenance Equipment Operator I**

Valid Class II Connecticut Motor Vehicle Operator's License. Ability to apply common sense understanding to carry out instructions that are furnished in written, oral or diagrammatic form. Ability to acquire skill to operate construction equipment [such as snow plowing truck, payloader, curbing machine, roller, sweeper, tractor, jack hammers, chain saws, chippers, and hand tools and to acquire skill to make mechanical repairs]. Ability to lift and or carry objects of 25 to 50 pounds. Ability to work in extreme weather conditions, including heat or cold, with temperatures sufficiently high or low enough to cause marked bodily discomfort.

#### **Maintenance Equipment Operator II**

Valid Class 11 Connecticut Motor Vehicle Operator's License. Ability to apply common sense understanding to carry out instructions that are furnished in written, oral or diagrammatic form. Ability to work independently and to provide lead supervision to assigned helpers. Ability to operate construction equipment; with two years of construction or road maintenance experience. Ability to lift and or carry objects of 25 to 50 pounds. Ability to work in extreme weather conditions, including heat or cold, with temperatures sufficiently high or low enough to cause marked bodily discomfort. Mechanical repair skills gained by completion of an automotive mechanical apprenticeship program or through experience in a repair garage.

**APPENDIX C  
WAGES**

**Maintenance Equipment Operator I**

	<b>1 Jul 10</b>	<b>1 Jul 11</b>	<b>1 Jul 12</b>	<b>1 Jul 13</b>
<b>Step 1</b>	<b>\$ 13.38</b>	<b>\$ 13.65</b>	<b>\$ 13.92</b>	<b>\$ 14.27</b>
<b>Step 2</b>	<b>\$ 14.01</b>	<b>\$ 14.29</b>	<b>\$ 14.58</b>	<b>\$ 14.94</b>
<b>Step 3</b>	<b>\$ 14.68</b>	<b>\$ 14.97</b>	<b>\$ 15.27</b>	<b>\$ 15.65</b>
<b>Step 4</b>	<b>\$ 15.36</b>	<b>\$ 15.67</b>	<b>\$ 15.98</b>	<b>\$ 16.38</b>
<b>Step 5</b>	<b>\$ 16.09</b>	<b>\$ 16.41</b>	<b>\$ 16.74</b>	<b>\$ 17.16</b>
<b>Step 6</b>	<b>\$ 16.85</b>	<b>\$ 17.19</b>	<b>\$ 17.53</b>	<b>\$ 17.97</b>

**Maintenance Equipment Operator II**

	<b>1 Jul 10</b>	<b>1 Jul 11</b>	<b>1 Jul 12</b>	<b>1 Jul 13</b>
<b>Step 1</b>	<b>\$ 16.79</b>	<b>\$ 17.13</b>	<b>\$ 17.47</b>	<b>\$ 17.91</b>
<b>Step 2</b>	<b>\$ 17.57</b>	<b>\$ 17.92</b>	<b>\$ 18.28</b>	<b>\$ 18.74</b>
<b>Step 3</b>	<b>\$ 18.40</b>	<b>\$ 18.77</b>	<b>\$ 19.15</b>	<b>\$ 19.63</b>
<b>Step 4</b>	<b>\$ 19.27</b>	<b>\$ 19.66</b>	<b>\$ 20.05</b>	<b>\$ 20.55</b>
<b>Step 5</b>	<b>\$ 20.18</b>	<b>\$ 20.58</b>	<b>\$ 20.99</b>	<b>\$ 21.51</b>
<b>Step 6</b>	<b>\$ 21.13</b>	<b>\$ 21.55</b>	<b>\$ 21.98</b>	<b>\$ 22.53</b>
<b>Step 7</b>	<b>\$ 22.13</b>	<b>\$ 22.57</b>	<b>\$ 23.02</b>	<b>\$ 23.60</b>

# APPENDIX D

## SUBSTANCE ABUSE AND ALCOHOL MISUSE POLICY

### Collection Site Person:

A person who instructs and assists individuals at a collection site and who receives and makes a screening examination of the urine specimen provided by these individuals.

### Commercial Motor Vehicle (CMV):

A motor vehicle or combination of motor vehicles used in commerce to transport passengers or property if the motor vehicle:

has a gross combination weight rating of 26,001 pounds or over, including a towed unit with a gross vehicle weight rating of over 10,000 pounds; or

has a gross vehicle weight rating of 26,001 pounds or over; or

is designated to transport 15 or more passengers (including driver); or

is of any size and is used in the transportation of materials found to be hazardous for the purposes of the Hazardous Materials Transportation Act and which require the motor vehicle to be placarded under the Act (49CFR 172, subpart F).

### Confirmation Test in Alcohol Testing:

A second test, following a screening test with a result of 0.02 or greater, that provides quantitative data of alcohol concentration.

### In Controlled Substance Testing:

A second test to identify the presence of a specific drug or metabolite. In order to ensure reliability and accuracy, this test is separate from and uses a different technique and chemical principal from that of the screening test. Gas chromatography/mass spectrometry (GC/MS) is the only authorized confirmation method of cocaine, marijuana, opiates, amphetamines and phencyclidine (PCP).

**Controlled Substances:**

For purposes of this policy, the terms "drugs" and "controlled substances" are interchangeable and have the same meaning unless otherwise specified, these terms refer to:

marijuana (THC)	cocaine
opiates	phencyclidine (PCP)
amphetamines, (including methamphetamine)	

**Evidential Breath Testing (EBT) Device:**

A device used for alcohol breath testing that has been approved by the National Highway Traffic Safety Administration (NHTSA) and placed on NHTSA's Conforming Product's List (CPL) of Evidential Breath Measurement Devices.

**Medical Review Officer (MRO):**

A licensed physician (medical doctor or doctor of osteopathy) responsible for receiving laboratory results generated by this drug testing program. The MRO must have knowledge of substance abuse disorders and appropriate medical training to interpret and evaluate an individual's confirmed positive test, medical history and other relevant bi-medical information.

**Performing (a safety-sensitive function):**

A driver is considered to be performing a safety sensitive function when he or she is actually performing, ready to perform, or immediately available to perform any safety-sensitive functions.

**Refusal to Submit (to an alcohol or controlled substance test):**

An employee:

fails to provide adequate breath for testing without a valid medical explanation after he or she has received notice of the requirement for breath testing in accordance with federal regulations, or

fails to provide adequate urine for controlled substances testing without a valid medical explanation after he or she has received notice of the requirement of urine testing in accordance with federal regulations, or

engages in conduct that clearly obstructs the testing process.

**Safety-sensitive Function:**

For the purposes of this policy, any on-duty functions required by federal regulations and/or Town requirements, including but not limited to the following time and/or activities:

at a carrier or shipper plant, terminal, facility, or other property, or on properties and premises owned or controlled by the Town or on any public property; waiting to be dispatched, unless the driver is relieved from duty by the Town inspecting emergency and/or safety equipment as required by federal regulations and/or Town policy, or

otherwise inspecting, servicing, or conditioning any commercial motor vehicle (CMV) at any time, or

at the driving controls of a CMV in operation, or

while in or upon any CMV owned or controlled by the Town during normal duty hours or

supervising or assisting in loading or unloading a vehicle, attending a vehicle being loaded or unloaded, or

performing the driver requirements, specified by federal regulations, relating to accidents, or

repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

**Screening Test (initial test):**

In alcohol testing: a procedure to determine if a driver has a prohibited concentration of alcohol in his or her system

In controlled substances testing: a screen to eliminate "negative" urine specimens from further consideration.

**Substance Abuse:**

Refers to patterns of use that result in health consequences or impairment in social psychological and occupational functioning.

## **Substance Abuse Professional (SAP):**

A licensed physician or a licensed or certified psychologist, social worker, employee assistance professional, or addiction counselor [certified by the National Association of Alcoholism and Drug Abuse Counselors (NAADAC)] with knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substances-related disorders.

## **Prohibitions:**

The Department of Transportation (DOT) defines the restrictions for the use of both alcohol and controlled substances. The Federal Highway Administration (FHWA) further defines drug/alcohol use restrictions for CMV drivers.

### **A. Alcohol Use**

Since alcohol is a legal substance, the prohibitions for its use are closely tied to the performance of safety-sensitive functions. For those who hold a commercial drivers license (CDL), a safety-sensitive function refers to: any time the driver is actually driving, inspecting, servicing, unloading or loading a vehicle.

#### **Prohibitions for Alcohol:**

1. A driver may not report for duty or stay on safety-sensitive duty (a) with an alcohol concentration of 0.04 or greater, (b) while in possession of alcohol (unless it is being transported), (c) if using alcohol; or (d) within four (4) hours of using alcohol.
2. A driver who has had an accident may not use alcohol until post-accident testing is done or for a period of eight (8) hours, whichever comes first.
3. Drivers cannot refuse to submit to alcohol testing. The Town reserves the right to take disciplinary action against any driver who refuses to be tested for alcohol

### **B. Controlled Substances Use**

The FHWA bans the use of controlled substances by drivers. Drivers who use drugs are considered medically unqualified to drive or perform other safety-sensitive functions.

**Prohibitions for controlled substances:**

1. Drivers may not report for duty or stay on safety-sensitive duty while using any controlled substance. The exception to this prohibition is if a physician has prescribed the substance and has advised the driver that it does not interfere with the ability to safely operate a motor vehicle.
2. Drivers may not report for duty or stay on safety-sensitive duty if they have tested positive for a controlled substance.
3. The Town reserves the right to require drivers to report the use of any therapeutic drugs. Also, the Town reserves the right to remove drivers from safety-sensitive duties until a physician's opinion can justify safe resumption of safety-sensitive functions.

**Consequences:**

**A. Refusal to be tested:**

In cases in which an applicant refuses to be tested, the applicant will not be hired. In cases in which an employee of the Town refuses to be tested, the employee shall be subject to disciplinary action, which shall be subject to the grievance and arbitration procedure. The employee will not be given a second chance to test at a later date.

**B. Verified Positive Drug or Alcohol Test:**

In cases in which an applicant tests positively for drugs, his or her job offer will be rescinded or withdrawn.

In cases in, which an employee tests positively for drugs or alcohol, the employee will be subject to termination.

As an alternative to termination, an employee may enter at his or her own expense a rehabilitation program. The employee will be placed on unpaid leave during the course of this program. Subject to the provisions of return-to-duty and follow-up testing below, an employee may be reinstated upon successful completion of such a rehabilitation program. Following such reinstatement, an employee who tests positively for drugs or alcohol shall be terminated.

C. **Possession of drugs or drug paraphernalia:**

Employees in possession of drugs or drug paraphernalia will be terminated.

D. **Selling or distributing drugs:**

Employees who sell or distribute drugs on Town premises or during working hours will be terminated.

**Required Testing:**

There are five situations in which testing can be performed in order to determine the presence of alcohol or drugs Here is a brief of each.

A. **Pre-employment Testing:**

Pre-employment testing is required:

1. before a new hire is permitted to perform any safety-sensitive function
2. when a person transfers into a safety-sensitive function from elsewhere in the Town that is non-safety-sensitive

B. **Post-accident Testing:**

Post-accident testing is required following an accident where:

1. a life is lost.
2. the driver was cited for a moving traffic violate.

**NOTE:** Post-accident alcohol testing should be done within two (2) hours of the accident. If it cannot be done within eight (8) hours, it should not be done.

**NOTE:** Drivers must submit to post-accident testing. If a driver refuses to be tested, he or she cannot continue on the job.

C. **Random Testing:**

Unannounced random testing of Town employees engaged in safety-sensitive functions (drivers) will be done each year. Drivers, who are randomly selected from a pool, must be tested just before, during or immediately after performing a safety-sensitive function

Random testing is done on a percentage basis:

1. twenty-five (25) percent of drivers must be tested for alcohol during the first year of the testing program.
2. fifty (50) percent of drivers must be randomly tested for controlled substances during the first year of the testing program.

D. **Reasonable Suspicion:**

Testing can also be done if a Town management official or supervisor has reasonable suspicion to believe that a driver's behavior or appearance may indicate alcohol or drug use.

The determination to test for reasonable suspicion must be based on:

1. The observation of a supervisor or Town official who has received the training required by the alcohol and drug ruling (supervisor training).
2. Specific, clearly stated observations concerning the appearance, behavior, speech or body odors of the driver.
3. Observations made just before, during or just after the performance of safety-sensitive functions.

E. **Return-to-duty and Follow-up Testing:**

Return-to-duty testing is required for a driver who violates this policy and/or federal requirements for continuing to perform safety-sensitive functions.

The following test results are required:

1. an alcohol concentration of less than 0.02
2. a verified negative controlled substances test

Follow-up testing is required if a driver does return to a safety-sensitive function.

The federal rules and this policy calls for a minimum of six (6) announced tests during the first year back in a safety-sensitive position.

### **Refusal to be Tested:**

A refusal to be tested for alcohol or controlled substances constitute a violation of Town policy and will be interpreted in the same way as a positive test for alcohol or controlled substances. The Town reserves the right to take additional disciplinary actions against a driver who refuses to be tested.

## **ALCOHOL TESTING PROCEDURES AND EMPLOYEE SAFEGUARDS**

### **Breath Alcohol Technician (BAT):**

A "breath alcohol technician" is an individual who instructs and assist individuals in the alcohol testing process and operates an "evidentiary breath testing" device (EBT). The BAT is required to be properly trained, as follows:

- A. Proficiency shall be demonstrated by successful completion of a course of instruction which, at a minimum, provides training in the principals of EBT methodology, operation and calibration checks; the fundamentals of breath analysis for alcohol contest; and the procedures required in this part for obtaining a breath sample, and interpreting and recording EBT results.
- B. Only courses of instruction for operation of EBT's that are equivalent to the Department of Transportation (DOT) model course, as determined by the National Highway Traffic Safety Administration (NHTSA), may be used to train BAT's to proficiency.
- C. The course of instruction shall provide documentation that the RAT has demon!~trated competence in the operation of the specific EBT(s) he/she will use.
- D. Any BAT who will perform an external calibration check of an EDT shall be trained to proficiency in conducting the check on the particular model of EDT.
- E. The BAT shall receive additional training, as needed, to ensure proficiency, concerning new or additional devices or changes in technology that he or she will use.
- F. The Town or its agent will establish documentation of the training and proficiency test of each BAT it uses to test Town employees.  
NOTE: A BAT qualified supervisor of an employee may conduct the alcohol test for that employee only if another BAT is unavailable.

### **Evidential Breath Testing (EBT) Device:**

EBT's used to perform alcohol tests on Town employees are approved by the National Highway Traffic Safety Administration (NHTSA) and are placed on the "Conforming Products List of Evidential Breath Measurement Devices" (CPL).

An EBT used for a screening test of a Town employee will be capable of printing out results and numbering each result sequentially. A log book may also be kept.

The EBT used will have a Quality Assurance Plan (QAP) developed by the manufacturer and approved by NHTSA. The Town will remove from service any EBT that fails a calibration check as set forth in the QAP.

### **Breath Alcohol Testing Form/Log Book:**

An alcohol testing form published by the Department of Transportation (DOT) will be used to ensure the integrity of the test result, properly identify the employees with the test result, and serve as a documented record of the testing event.

The log book if used, will become additional documentation of the testing event by providing a sequential test number, date, name of BAT, location of test, qualified test result and initials of the employee tested.

### **Preparation for Testing:**

Alcohol testing will be conducted in a location that affords, to the greater extent practicable, visual and aural privacy of the Town employee being tested.

The employee is required to show positive identification (picture I.D.) to the BAT and may request the BAT to also show positive identification

The BAT must supervise only one employee's use of the EBT at a time and must not leave the testing site while the test is in progress.

### **Screening Test Procedure:**

After the employee has been positively identified, the alcohol screening test procedure will be conducted, as follows:

- A. The employee will provide the BAT with identifying information and employer information to be entered onto the Breath Alcohol Testing Form. The employee will be asked to certify by signature that the

information provided is correct. A refusal by an employee to sign the certification will be regarded as a refusal to take the test.

- B. An individually-sealed mouthpiece will be opened in view of the employee and attached to the EBT.
- C. The BAT will instruct the employee to blow forcefully into the mouthpiece for at least six (6) seconds or until the EBT indicates that an adequate amount of breath has been obtained.
- D. After showing the employee the quantitative alcohol concentration results Printed out by the EBT, the BAT will enter the results, test number, testing device, serial number of the EST, time, and date on the proper section of the Breath Alcohol Testing Form. The BAT may also record the test number, date, name of BAT, location, and qualified test result in the log book. The employee will the initial the log book.
- E. Depending on whether the result is less than 0.02 or greater the following procedures will be done:
  - 1. If the result is less than 0.02, the BAT will date the form and sign the certification to the effect that all procedures were followed as required by DOT regulations.

No further testing is required. The BAT will transmit the result of less than 0.02 to a Town designated official in a confidential manner, and the Town official will receive and store the information so as to ensure that confidentiality' is maintained. The employee will receive a copy of the alcohol form.

**NOTE:** Failure of the employee to sign the alcohol test form or initial the log book after a test has been conducted will be noted by the BAT in the remarks section of the alcohol form.

**NOTE:** If a test result printed by the EBT does not match the displayed result, the BAT shall note the disparity in the remarks section, both BAT and employee will initial the remarks. The test result will be considered invalid and the employee and the Town will be so notified.

- 2. If the result is 0.02 or greater, the confirmation test will be performed. If the confirmation test will be performed by a different BAT, the BAT who conducted the screening test will complete and sign the form and log book entry. The BAT will give the employee a copy of the alcohol form.

## **Confirmation Testing Procedures:**

If a different BAT is conducting the confirmation test, the new BAT will require positive identification of the employee, explain the testing procedure, and initiate a new Breath Alcohol Testing Form, requiring a repetition of information and certification by signature. In addition, the following instructions must be followed:

- A. The BAT will instruct the employee not to eat, drink, or put any object or substance in his or her mouth for at least fifteen (15) minutes. The BAT will explain that the reason for these instructions is to ensure against an artificially high reading. The BAT will note in the "Remarks" section of the form any non-compliance with instructions.
- B. The confirmation test will be conducted within twenty (20) minutes of the completion of the screening test.
- C. A new mouthpiece will be opened and used for the confirmation test.
- D. Before the confirmation test is administered for each employee, the BAT will ensure that the EBT registers 0.00 on an air blank. If the reading is greater than 0.00, after two attempts, the EBT will not be used for testing.

**NOTE:** Any EBT taken out of service because of failure to register 0.00 on an air blank will not be returned to service until an external calibration is conducted and the EBT is, once again, to be found within tolerance limits.

- E. In the event that the screening and confirmation test results are not identical, the confirmation test result is to be deemed to be the final result upon which any action will be taken in compliance with federal rules or Town authority.
- F. The BAT will affix the confirmation test printout to the alcohol test form using tamper-evident tape.
- G. Following completion of the test, the BAT will date and sign the form. The employer will also sign the certification statement at the designated place.

**NOTE:** The refusal of the employee to sign the alcohol form will not defeat the test result, but will be noted by the BAT in the "Remarks" section.

NOTE: Disparity between the displayed result and the printed result will be "noted", signed by employee and BAT, and will be considered an invalid test.

- H. The BAT will conduct an air blank. If the reading is greater than 0.00, the test is invalid.
- I. The BAT will transmit all results to the Town in confidential manner. The BAT will ensure immediate transmission to the Town of results that require the Town to prevent an employee from performing a safety-sensitive function.
- J. The Town will designate one or more representatives for the purpose of receiving and handling alcohol testing results in a confidential manner. All communications by BATS to the Town concerning the alcohol testing results of employees will be to a designated Town representative.

**Employee Test Information:**

The Town will maintain employee test information records in a secure manner, so that disclosure of information to unauthorized persons does not occur. Employee test information will only be released as required by law or as expressly authorized. The release of employee test information is allowed in the following instances:

- A. An employee will have access to any of his/her alcohol testing records upon written request.
- B. The Town will allow any DOT-authorized agency access to facilities and records in connection with the Town alcohol misuse prevention program.
- C. When requested, the Town will disclose post-accident testing information to the National Transportation Safety Board (NTSB) as part of an accident investigation.
- D. The Town may disclose information to the employee or to a decision-maker in a lawsuit, grievance, or other proceeding initiated by or on behalf of the employee.
- E. The Town will release information regarding an employee's alcohol testing records as directed by the specific, written consent of the employee authorizing release of the information to an identified person.

## **DRUG TESTING PROCEDURES AND EMPLOYEE SAFEGUARDS**

### **Chain of Custody (C.O.C.):**

The Town employee drug testing program will utilize a clear and well-documented procedure for collection, shipment and accession of urine specimens from the specimen collection site to the laboratory. For this purpose, a standard drug testing chain of custody and control form (C.O.C.) will be used.

### **Definition of Chain of Custody (C.O.C.):**

Federal regulations defines "chain of custody" in the following way:

"Procedures to account for the integrity of each urine or blood specimen by tracking its handling and storage from point of specimen collection to final disposition of the specimen."

### **The C.O.C. Form:**

The drug testing custody and control form (C.O.C.) is used to document the chain of custody to the laboratory. These forms are multi-part carbonless forms to allow for copies to be retained by the laboratory, to be shared by the MRO, the employee and the Town's designated representatives. These forms will be maintained as a permanent record on which all necessary identifying data and the collection process are retained.

### **Preparation for Testing:**

In addition to using a custody and control form, other safeguard procedures, in preparation of testing, include:

- A. Use of clean, single use specimen bottle;
- B. Use of a tamperproof seal system;
- C. Use of a shipping container that can be sealed and initialed after depositing both specimen and C.O.C. documentation;
- D. Written procedures and instructions for collection site person.

### **Written Procedures:**

The written procedures for the collection site person emphasizes that the collection site person is responsible for maintaining the integrity of the specimen collection and transfer process.

Unless it is impractical for any other individual to perform this function, a direct supervisor of an employee will not serve as the collection site person for testing purposes.

In any case, where collection is monitored or directly observed, the collection site person will be of the same gender as the employee/donor.

### **Specimen Collection: Security Procedures:**

The collection site will be a secure location, closed to allow for maximum privacy. Security procedure require restricted access to collection materials and specimens. No unauthorized personnel will be permitted access to the collection site. No one other than the collection site person may handle specimens prior to their being placed securely in the mailing container.

To minimize the chance of error, the collection site person will collect only one specimen at any given time. The collection procedure for each specimen is completed when the urine bottle has been sealed and initialed, the custody and control form has been executed, and the employee has departed the collection site.

### **Laboratory Analysis:**

In compliance with the FHWA/DOT drug testing regulations, the Town will only authorize laboratories certified by the Department of Health and Human Services (DHHS) to be used for the analysis of urine specimens the Town drug testing program. Certified laboratories, so utilized by the Town, will take security measures to ensure accurate identification of each specimen internal chain-of-custody forms will be used at all times to track each specimen from the time it is received to the time it is destroyed.

**NOTE:** See Appendix D-1 for more information on initial screening and confirmation testing.

### **Reporting of Results:**

The certified laboratory, chosen by the Town to analyze urine specimens of covered employees, will report the test results directly to the Town's designated Medical Review Officer (MRO). Both positive and negative results will be reported in a secure and confidential manner, and never verbally.

The report, as certified by the responsible laboratory individual, will indicate the drug/metabolites tested for, whether the results are positive or negative, the

specimen number assigned by the Town and the drug testing laboratory identification number. Only specimens confirmed by GC/MS testing as positive are reported as positive.

The laboratory will also transmit to the MRO the original or certified copy of the chain-of-custody and control form and will identify the individual at the laboratory responsible for the day-to-day management of the laboratory process.

### **Review of Results/MRO:**

The Medical Review Officer (MRO), designated by the Town, to review drug test results, will be a fully licensed physician and possess a knowledge of drug abuse disorders. It is the primary responsibility of the MRO to review and interpret positive results obtained from the laboratory. The MRO will assess and determine whether alternate medical explanations could account for the positive test results.

To accomplish this task, the MRO may conduct medical interviews of the individual, review the individual's medical history and review any other relevant bio-medical factors. Additionally, the MRO will examine all medical records and data made available by the tested individual, such as evidence of prescribed medications. The MRO will not consider any drug test results that arise from urine collection or analysis which do not comport with FHWA/DOT regulations.

The MRO will give the individual testing positive an opportunity to discuss the test results prior to making a final decision. After the final decision is made, the MRO will notify the Town.

### **Testing of Split Sample:**

The MRO will notify each employee who has a confirmed positive test that the employee has seventy-two(72) hours in which to request test of the split specimen. If the employee makes such a request, the MRO will direct, in writing, the laboratory to provide the split specimen to another certified laboratory for analysis. If the analysis of the split specimen fails to reconfirm the presence of the drug(s) or metabolite(s) found in the primary specimen, or if the split specimen is unavailable, inadequate for testing or unsuitable, the MRO will cancel the test and report cancellation and the reason for it to the DOT, the Town, and the employee

### **MRO Unable to Contact Employee:**

If the Town's designated MRO, after making and documenting all reasonable effort is unable to contact a tested employee, the MRO will contact a designated management official of the Town to arrange for the individual to contact the MRO prior to going on duty. The MRO may verify a positive test without having communicated with the employee about the results of the test it:

- A. The driver expressly declines the opportunity to discuss the results of the test, or
- B. Within five (5) days after a documented contact by a designated management official of the Town instructing the employee to contact the MRO, the employer has not done so.

### **Referral, Evaluation and Treatment:**

The FHWA/DOT drug testing rules, following the Omnibus Act of 1991, require drivers be provided with an opportunity for alcohol or drug abuse treatment. The rules, however, do not require that the employer pay for rehabilitation or hold a job open for a driver.

Specifically, the alcohol no drug ruling requires:

- A. That the drivers who violate alcohol or drug prohibitions be advised of the resources available to evaluate and resolve the problem.
- B. That the driver be evaluated by a substance abuse professional (SAP) to determine what assistance is necessary.
- C. That before returning to safety-sensitive duties a driver must:
  - 1. produce a return-to-duty alcohol test of 0.02 alcohol concentration or less (if violation was alcohol related); or produce a verified negative return-to-duty controlled substances test (if violation was drug related).
  - 2. if assistance was recommended, the driver must be evaluated by a Substance Abuse professional (SAP) to determine if treatment recommendations were followed.
  - 3. be subject to a minimum of six (6) unannounced follow-up tests within the first year back to work.

**NOTE:** Follow-up testing can be done for up to five (5) years after return to work.

## APPENDIX D-1

Every specimen is required to undergo an initial screen followed by confirmation of all positive screen results. This screen-confirmation process utilizes highly sophisticated techniques to detect minute levels of prohibited substances in urine.

Federal drug testing rules require the use of immunoassay in the initial screening process. The following table shows the initial cutoff levels that are to be used by the laboratory when screening specimens to determine whether they are negative.

### INITIAL TEST

	Initial Test Level (ng/ml)
Marijuana metabolites (THC)	15
Cocaine metabolites	300
Opiate metabolites	300
Phencyclidine	25
Amphetamines	1,000

All specimens identified on the initial screen must be confirmed by gas chromatography/mass spectrometry (GC/MS) at the cut-off levels shown in the next table. ALL confirmations must be quantitative in their analysis, which means that the specific, scientific level of drug contained in the collected specimen must be known

### CONFIRMATORY TEST

	Confirmatory Test Level (ng/ml)
Marijuana metabolites (THC)	50
Cocaine metabolites	150
Opiate metabolites	
Codeine	300
Morphine	300
Phencyclidine	25
Amphetamines	
Amphetamine	500
Methamphetamine	500

**APPENDIX D-2**

Philip J. Miller, First Selectman, is designated by the Town to be available to all drivers for the purpose of answering any questions about the Town's Substance Abuse, and Alcohol Misuse Policy, including information about the availability of materials on substance abuse and alcohol misuse.

**APPENDIX D-3**

Educational materials about the effects of substance abuse, including alcohol, are available to all Town drivers at the following locations:

1. \_\_\_\_\_  
\_\_\_\_\_
2. \_\_\_\_\_  
\_\_\_\_\_
3. \_\_\_\_\_  
\_\_\_\_\_

NOTE. A copy of the Town's Substance Abuse and Alcohol Misuse Policy is available to representatives of employee organizations. Specifically, this Appendix will serve as written notification to such representatives regarding the availability of educational materials for drivers.

**APPENDIX D-4**

**HELP FOR SUBSTANCE ABUSE PROBLEMS:**

Employees who want help with a substance abuse problem (self or can begin the helping process by calling the following telephone numbers:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



## APPENDIX E INSURANCE PLAN DESCRIPTIONS

<b>Century Preferred Health Plan</b>		<b>BlueCare POS Health Plan</b>
<p><b>Prescription Drug</b></p> <ul style="list-style-type: none"> <li>★ Unlimited Mail Order</li> <li>★ \$2.00 Generic Co-pay</li> <li>★ \$7.00 Brand Name Co-pay</li> <li>★ \$500 maximum per member per year</li> </ul> <p><b>Dental</b></p> <ul style="list-style-type: none"> <li>★ Co-Pay Dental Plan</li> </ul> <p><b>Vision</b></p> <ul style="list-style-type: none"> <li>• Vision Care Rider</li> </ul>	<b>OR</b>	<p><b>Prescription Drug</b></p> <ul style="list-style-type: none"> <li>★ Unlimited Mail Order</li> <li>★ \$10 Generic Co-pay</li> <li>★ \$20 Listed Brand Name Co-pay</li> <li>★ \$30 Non-Listed Brand Name Co-Pay</li> <li>★ No maximum per member per year</li> </ul> <p><b>Dental</b></p> <ul style="list-style-type: none"> <li>★ Flex Dental Plan</li> </ul> <p><b>Vision</b></p> <ul style="list-style-type: none"> <li>• Vision Care Rider</li> </ul>

*Included as part of this Appendix E are "Benefits at a Glance" for each Health Care Plan with more specific detail.*

## Century Preferred

**\$15/\$0/\$25/\$100**

*Benefits at a Glance for the Town of Essex Grp 106*

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

	In Network <i>You pay:</i>	Out-of-Network <i>You pay:</i>
Office Visit (OV) Copayment	\$15	Deductible & Coinsurance
Hospital (HSP) Copayment	No charge	Deductible & Coinsurance
Urgent Care (UR) Copayment	\$25	Not covered
Emergency Room (ER) Copayment – <i>waived if admitted</i>	\$25	\$25
Outpatient Surgery (OS) Copayment	\$100	Deductible & Coinsurance
Annual Deductible ( <i>individual/2-member family/3+ member family</i> )	Not applicable	\$200/\$400/\$500
Coinsurance		20% after deductible up to
Coinsurance Maximum ( <i>individual/2-member family/3+ member family</i> )		\$1,000/2,000/\$2,500
Lifetime Maximum	Unlimited	\$1,000,000

### 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 * Vision Rider Applicable</i>	No Copayment	
Mammography*	No Charge	
Hearing screening – <i>covered once every two years</i>	No Copayment	

### MEDICAL CARE

Primary care office visits	\$15 Copayment	Deductible & Coinsurance
Specialist consultations	\$15 Copayment	
OB/GYN care	\$15 Copayment	
Maternity care – <i>initial visit subject to copayment, no charge thereafter</i>	\$15 Copayment	
Laboratory	No charge	
X-ray and Diagnostic Testing	No charge	
Allergy Services		
<i>Office visits/testing</i> <i>Injections—80 visits in 3 years</i>	\$15 Copayment No charge	

### HOSPITAL CARE – *Prior authorization required.*

Semi-private room	\$0 Copayment	Deductible & Coinsurance
Maternity and newborn care	\$0 Copayment	
Skilled nursing facility – <i>up to 120 days per calendar year</i>	\$0 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>	\$100 Copayment	

## EMERGENCY CARE

Walk-in centers	\$15 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 subject to \$4,000 maximum per trip land is 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	No charge	
Durable medical equipment	No charge	

## MENTAL HEALTH/SUBSTANCE ABUSE CARE

Inpatient	No Copayment	Deductible & Coinsurance
Outpatient/office visits	OV Copayment	

### \* Schedule of health examinations:

- 6 exams birth to 1 year
- 6 exams 1 through 5 years
- 1 exam every 2 years from 6 through 10 years
- 1 exam every year from 11 through 21 years
- 1 exam every 5 years from 22 through 29 years
- 1 exam every 3 years from 30 through 39 years
- 1 exam every 2 years from 40 through 49 years
- 1 exam annually from 50 years and older

### \*Mammography:

- 1 baseline age 35 – 39 years
- 1 screening per year age 40+
- Additional exams when medically necessary

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.*

## **PRESCRIPTION DRUG PLAN**

### **PRESCRIPTION DRUG PLAN:**

- *Strong pharmacy network with almost 100% participation statewide*
- *Access to more than 22,000 pharmacies nationwide*
- *Full payment of prescription with \$7/brand and \$2/generic copay*
- *Cost effective voluntary mail order pharmacy program for maintenance drugs \$0 copay*
- *Coverage is to a contract maximum of \$500 per member per calendar year*
- *Coverage for legend prescription drugs and insulin. Legend drugs and drugs required by law to bear the legend:  
"Caution - Federal Law prohibits dispensing without prescription."*
- *Coverage for 34 day supply or 100 unit dose per prescription/refill, whichever is greater, coverage for up to a 100 day supply for maintenance medications.*
- *A formulary and drug utilization review program to enhance care and control costs*

### **ACCESSING BENEFITS:**

*Members simply present their ID card at the time the prescription is filled and pay the applicable copayment*

### **PRINCIPAL LIMITATIONS & EXCLUSIONS:**

*Prescription drugs dispensed in a hospital, clinic, skilled nursing facility, nursing home, or other institution.  
Prescription drugs used in connection with drug addiction. Prescription drugs which are not required for the treatment or prevention of illness or injury. Any charge for other items which are not Prescription Drugs such as therapeutic devices, artificial appliances or similar devices. Hypodermic needles and syringes, unless prescribed for the administration of a covered drug. Vaccines and allergenic extracts. Any drug whose status is experimental or investigational or rendered solely for research purposes.*

## **CO-PAY DENTAL**

The Co-Pay Dental plan covers diagnostic, preventive and restorative procedures necessary for adequate dental health at 80% of the maximum amount allowed.

### **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 1,800 Participating Dentists, he or she simply presents his or her identification card showing dental coverage. The dentist bills us directly for all covered services. For dental care provided by a Participating Dentist, we will pay the lesser of eighty percent of the dentist's usual charge or eighty percent of the Usual, Customary and Reasonable charge as determined by us. The dentist accepts the allowance upon which the payment is based as payment in full and will make no additional charge to the member except for the remaining coinsurance balance.

#### **Non-Participating Dentists Benefits**

For covered dental services provided by a Non-Participating Dentist, in or out of Connecticut, we pay the lesser of eighty percent 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 and Blue Shield of Connecticut Co-Pay Dental Plan. Refer to your Master Group Policy or Description of Benefits, on file with your employer, for a complete listing of benefits, maximums, exclusions and limitations.*

# Dental Amendatory Rider A

## Additional Basic Benefits

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

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

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

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

We will not pay for a replacement provided less than five (5) years following a placement or replacement which was covered under this Rider. We will not pay for individual crowns, inlays or onlays 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..*

## **DENTAL AMENDATORY RIDER B PROSTHODONTICS**

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

- ◆ Dentures, full and partial
- ◆ Bridges, fixed and removable
- ◆ Addition of teeth to partial dentures to replace extracted teeth

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

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

### **ACCESSING BENEFITS:**

#### **Participating Dentists Benefits**

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

#### **Non-Participating Dentist Benefits**

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

*This does not constitute your health plan or insurance policy. It is only a general description for the purposes of this Request for Proposal, of the Blue Cross 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.*

## **DENTAL AMENDATORY RIDER C PERIODONTICS**

Periodontal services consisting of:

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

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

### **ACCESSING BENEFITS:**

#### **Participating Dentists Benefits**

Blue Cross Blue Shield will pay the lesser of fifty percent of the dentist's usual charge or fifty percent of the Usual, Customary and Reasonable Charge, as determined by us, for the dental services described in this Rider. Dentist's 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 fifty percent of the dentist's charge or fifty percent of the applicable allowance for the procedure as determined by us. The member is responsible for any difference between the amount paid by us and the fee charged by the dentist.

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

## BlueCare POS

**\$5/\$10/\$50/\$0**

*Benefits at a Glance for the Town of Essex grp 117*

BlueCare POS is a point-of-service (POS) 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 <i>You pay:</i>	Out-of-Network <i>You pay:</i>
Office Visit (OV) Copayment	\$5 per visit	Deductible & Coinsurance
Specialist Visit (SV) Copayment	\$10	Deductible & Coinsurance
Hospital (HSP) Copayment	No charge	Deductible & Coinsurance
Urgent Care (UR) Copayment	\$25	Not covered
Emergency Room (ER) Copayment – <i>waived if admitted</i>	\$50	\$50
Outpatient Surgery (OS) Copayment	No charge	Deductible & Coinsurance
Annual Deductible ( <i>individual/2-member family/3+ member family</i> )	Not applicable	\$250/\$750
Coinsurance		20% after deductible up to
Coinsurance Maximum ( <i>individual/2-member family/3+ member family</i> )		\$1500/\$4,500
Lifetime Maximum	Unlimited	\$1,000,000

### PREVENTIVE CARE

Well child care* <i>Birth to 12 years</i> <i>All others</i>	No Charge No Copayment	Not covered
Periodic, routine health examinations*	No Copayment	
Routine eye exams – <i>one exam every 2 years *Vision Rider Applicable</i>	No Copayment	Deductible & Coinsurance
Routine OB/GYN visits – <i>one exam per year</i>	No Copayment	Deductible & Coinsurance
Mammography*	No Charge	
Hearing screening – <i>as part of the preventive exam</i>	No Copayment	Deductible & Coinsurance

### MEDICAL CARE

Primary care office visits	OV Copayment	Deductible & Coinsurance
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		
<i>Office visits/testing</i> <i>Injections—60 visits in 2 years</i>	SV Copayment No charge	

### HOSPITAL CARE – *Prior authorization required.*

Semi-private room	No Copayment	Deductible & Coinsurance
Maternity and newborn care	No Copayment	
Skilled nursing facility – <i>up to 90 days per calendar year</i>	No 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>	No Copayment	

## EMERGENCY CARE

Walk-in centers	OV Copayment	Deductible & Coinsurance
Urgent care – at participating centers only	UR Copayment	Not covered
Emergency care – copayment waived if admitted	ER Copayment	ER Copayment
Ambulance – air subject to \$4,000 maximum per trip land is unlimited	No charge	No charge

## OTHER HEALTH CARE

Outpatient rehabilitative services <i>Unlimited visits maximum for PT, OT, ST and Chiro. Per year subject to medical necessity.</i>	SV Copayment	Deductible & Coinsurance
Prosthetic devices \$1,000 maximum per person, per cal. yr.	20%	
Durable medical equipment unlimited for specific items	20%	

## MENTAL HEALTH/SUBSTANCE ABUSE CARE

Inpatient	No Copayment	Deductible & Coinsurance
Outpatient/office visits	SV Copayment	

### \* Schedule of health examinations:

- 6 exams birth to 1 year
- 6 exams 1 through 5 years
- 1 exam every 2 years from 6 through 10 years
- 1 exam every year from 11 through 21 years
- 1 exam every 5 years from 22 through 29 years
- 1 exam every 3 years from 30 through 39 years
- 1 exam every 2 years from 40 through 49 years
- 1 exam annually from 50 years and older

### \*Mammography:

- 1 baseline age 35 – 39 years
- 1 screening per year age 40+
- Additional exams when medically necessary

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.*



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5/2003

## Managed

### 3-TIER PRESCRIPTION DRUG PROGRAM

**\$10 COPAYMENT GENERIC DRUGS**  
**\$20 COPAYMENT LISTED BRAND-NAME DRUGS**  
**\$30 COPAYMENT NON-LISTED BRAND-NAME DRUGS**  
*Unlimited Maximum includes Oral Contraceptives*

Description of Benefits		<i>you pay:</i>
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 as a prescription drug with a Tier 2 copayment.	\$20
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.	\$30
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 generics and brand-name drugs that have been selected for their quality, safety and cost-effectiveness. These listed drugs have lower member copays 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 listed on the formulary. You'll still have coverage for non-listed brand-name drugs not on the formulary, 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'll 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'll only be responsible for a \$10 copayment.

When a generic equivalent is available and you obtain a listed or non-listed brand-name drug, 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 and 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.

## **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. When ordering a 31-day to 90-day supply, two copayments will apply, as follows: \$20 generic/\$40 listed brand-name/\$60 non-listed brand.

### **National Pharmacy Network**

Members also have access to a network of more than 53,000 participating pharmacies throughout the country. Members may call 1-888-207-4214, or go to [www.anthemprescription.com](http://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 to whom the member was properly referred by a participating primary care physician (when required by the member's plan), 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.

### **Attention Members with a POS Plan**

Your covered prescriptions may be written by participating or non-participating providers. However, they must be dispensed by a participating pharmacy, except in an emergency. In addition, you will be responsible for following the prior authorization procedures outlined on page 1. All other provisions above apply.

#### ***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.*

This is not a legal contract. It is only a general description of the \$10 generic/\$20 listed brand-name/\$30 non-listed brand-name 3-Tier Prescription Drug Rider with an unlimited maximum. Please consult the subscriber agreement or prescription drug rider for a complete description of benefits and exclusions applicable to your coverage.

## 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

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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**VISION CARE PLAN  
CENTURY PREFERRED**

**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.**

**ACCESSING BENEFITS:**

- ◆ **Participating providers will bill Blue Cross and Blue Shield directly. The member pays the provider directly for any charges which exceed the maximum allowance.**
- ◆ **Non-participating providers require payment from the member who, in turn, submits the itemized bill to Blue Cross Blue Shield for reimbursement to the allowable schedule.**

**VISION EXAM COVERAGE:**

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

**OPTICAL SERVICES:**

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

**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.**

**FLEX DENTAL PLAN  
#13**

**HOW IT WORKS**

This dental plan provides coverage for a wide range of dental services up to \$1,000 per insured person per calendar year for the services listed below.

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**DIAGNOSTIC & PREVENTIVE SERVICES**

Payable at 100% of usual, customary and reasonable charges at participating dentists:

- Initial and periodic oral exams and cleanings
- Topical application of fluoride to age 19
- Space maintainers to age 19
- X-rays
- Emergency Treatment

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**BASIC SERVICES**

Payable at 80% of usual, customary and reasonable charges at participating dentists:

- Fillings
- Root canals
- Stainless steel crowns
- Extractions
- Oral Surgery
- Repair and relining of dentures
- Recement crown
- Recement bridge
- Repair bridge

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**MAJOR SERVICES**

Payable at 50% of usual, customary and reasonable charges at participating dentists:

- Crowns
- Post and core
- Inlays
- Onlays
- Periodontics
- Prosthodontics

Deductible: \$ 50 Individual

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**PRINCIPAL LIMITATIONS AND EXCLUSIONS**

Services received from a dental or medical department maintained by an employer, a mutual benefit association, labor union, trustee or other similar person or group; Services for which the member incurs no Dentists' Charge or which are services of a type ordinarily performed by a physician, or charges which would not have been made if insurance was not available; Services with respect to congenital malformations; Services, treatment or supplies furnished by or at the direction of any government, state or political subdivision; Any items not specifically listed in this Policy; Lost or stolen dentures or denture duplication; Gold foil restorations; Temporary services and appliances; such as crown or tooth preparations and temporary fillings, crowns, bridges and dentures; Application of sealants, regardless of reason; Services as determined by the company, that are rendered in a manner contrary to normal dental practice. A complete list of exclusions appears in the Master Group Policy on file with your employer or your Certificate of Membership.

*This is not a legal policy or contract. It is only a general description of your Blue Cross & Blue Shield benefits. If there are discrepancies between the dental rider and this summary, the dental rider shall control.*

## Preventive Plus Dental Plan 12

Your Preventive Plus Dental Plan is simple to use. To access your dental benefits, just present your membership card and pay any applicable cost share(s). With the Preventive Plus Dental Plan, you have the flexibility to access your benefits in two different ways:

**In-Network:** You can maximize your benefits and minimize your out-of-pocket costs and paperwork when care is received from a participating provider. When you use a participating provider, you only will be responsible for any applicable deductible and coinsurance. Participating dentists will submit claims to Anthem Blue Cross and Blue Shield of Connecticut on your behalf. Participating dentists have agreed to accept the maximum allowable amount (MAA) as payment in full, or the dentist's billed charge, whichever is lower.

**Out-of-Network:** If you choose an out-of-network, or non-participating provider, benefits will still be available after meeting a deductible and paying a coinsurance amount. Also, you will be responsible for paying your provider in full at the time of service and submitting claims to Anthem Blue Cross and Blue Shield of Connecticut for reimbursement within 120 days from the date of service. In addition to your out-of-network cost-shares, non-participating providers also may charge you for any balance above the maximum allowable amount paid by Anthem Blue Cross and Blue Shield of Connecticut.

### Annual Maximums and Limitations

Annual maximums and limitations for specified services apply to both in-network and out-of-network charges.

SCHEDULE OF BENEFITS	In-Network	Out-of-Network
Annual Deductible	\$25 per member	\$100 per member and any amounts above the maximum allowable amount (MAA)
Annual Maximum Benefit	\$1,000 in- and out-of-network combined	

BENEFIT DESCRIPTIONS	In-Network <i>You pay:</i>	Out-of-Network <i>You pay:</i>
<b>PREVENTIVE SERVICES</b>	No Charge	20%
<ul style="list-style-type: none"> <li>• Prophylaxis</li> <li>• Oral Hygiene Instruction (included with oral evaluation)</li> <li>• Fluoride Treatment</li> </ul>		
<b>OTHER PREVENTIVE SERVICES</b>	40%	50%
<ul style="list-style-type: none"> <li>• Sealants</li> </ul>		
<b>DIAGNOSTIC SERVICES</b>	No Charge	20%
<ul style="list-style-type: none"> <li>• Oral Evaluation</li> <li>• Radiographs</li> <li>• Pulp Vitality Test (included with oral evaluation)</li> </ul>		
<b>RESTORATIVE SERVICES</b>	20%	30%
<ul style="list-style-type: none"> <li>• Amalgam fillings</li> <li>• Resin fillings*</li> </ul>		
<b>ENDODONTICS</b>	20%	30%
<ul style="list-style-type: none"> <li>• Root Canal</li> <li>• Apicoectomy</li> </ul>		

\* Benefits will be available for resin (synthetic) fillings on anterior or bicuspid teeth only. For resin (synthetic fillings) on molar teeth, the member cost-share obligation will increase. Benefits will be provided in an amount equal to the Maximum Allowable (MAA) amount for an amalgam filling. The member will be responsible for any amounts over the MAA.

	<b>In-Network You pay:</b>	<b>Out-of-Network You pay:</b>
<b>ORAL SURGERY</b>	20%	30%
<ul style="list-style-type: none"> <li>• Simple Extractions</li> <li>• Surgical Extractions and Impaction</li> </ul>		
<b>OTHER GENERAL SERVICES</b>	40%	50%
<ul style="list-style-type: none"> <li>• Consultation</li> <li>• General Anesthesia, in connection with oral surgery</li> <li>• Emergency Treatment</li> </ul>		
<b>PERIODONTICS</b>	40%	50%
<ul style="list-style-type: none"> <li>• Gingival Curettage</li> <li>• Gingivectomy or Gingivoplasty</li> <li>• Osseous Surgery</li> <li>• Mucogingival Surgery</li> <li>• Management of acute infection and oral lesions</li> </ul>		
<b>PROSTHODONTICS</b>	50%	50%
<ul style="list-style-type: none"> <li>• Dentures, full and partial</li> <li>• Crowns, Bridges, fixed and removable</li> <li>• Addition of teeth to partial denture to replace extracted teeth</li> </ul>		

### **PRIOR AUTHORIZATION**

Prior authorization in advance of treatment is required for specified services under the Preventive Plus Dental Plan, such as crowns on anterior teeth and periodontal surgery. Participating dentists are responsible for obtaining prior authorization before providing services. The member is responsible for obtaining prior authorization for procedures performed by non-participating providers. Failure to obtain prior authorization for specified services will result in claims being rejected.

### **EMERGENCY SERVICES**

Participating dentists maintain emergency coverage to treat an emergency involving acute pain and/or a condition requiring immediate treatment. When you need emergency treatment, the general dentist will provide an oral examination and radiographs to evaluate your condition. There must be an attempt to relieve pain, control infection and to provide an initial diagnosis. If you need specialized care, the general dentist will make a referral and forward the radiographs to the specialists.

In the event of an accident or an emergency involving acute pain or a condition requiring immediate treatment, but not hospitalization that occurs out-of-state, the dental benefit plan covers the cost of all necessary diagnostic and therapeutic dental procedures administered by a general dentist. The plan payment is subject to the annual deductible and 50% member cost-share as specified under the out-of-network coverage.

### **PRINCIPAL LIMITATIONS AND EXCLUSIONS**

**Limitations:** Dental radiographs may be subject to frequency limitations, unless required by the diagnosis of a specific dental condition requiring treatment; Precious metals used in restorations will be charged to the member at the cost of such metals; General anesthesia (deep sedation) and intravenous sedation are covered in a dental office when medically necessary and in conjunction with specific procedures, as outlined in the Master Group Policy or Description of Benefits.

**Exclusions:** Replacement of fixed or removable prosthesis which are less than five years old; Prosthetic services for which the initial impression was made prior to coverage; Temporomandibular Joint Dysfunction (TMJ); Dental implants; Orthognathic surgery; Replacement of prosthetic appliances due to loss or theft; Hospital or any related hospital fee; Dental surgery or services performed without functional or pathological need; Prescription drugs; Myofunctional therapy; Procedures specifically not listed in the benefit schedule; Removal of the third molar (wisdom teeth) where there is no evicence of disease; Supplies intended for normal home use (e.g., toothbrush, mouthwash, electric irrigators).

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## Preventive Dental Plan Orthodontia Rider \$1250 Maximum

Your Preventive Dental Plan orthodontia rider is simple to use. To access your orthodontia benefits, just present your membership card and pay any applicable cost share(s).

**In-Network:** When you use a participating provider, you will be responsible for any applicable deductible and coinsurance, up to the lifetime benefit maximum. Participating dentists will submit claims to Blue Cross & Blue Shield on your behalf.

**Out-of-Network:** No benefits are available for orthodontia services received from a non-participating provider.

<b>SCHEDULE OF BENEFITS</b>		
	In-Network	Out-of-Network
<b>Annual Deductible</b>	No Charge	Not Covered
<b>Annual Orthodontic Lifetime Benefit</b>	\$1250 per member	

BENEFIT DESCRIPTION	In-Network <i>You pay:</i>	Out-of-Network
<b>ORTHODONTICS</b> • Full case orthodontic treatment (child/adult)	50%	Not Covered

Participating provider charges for orthodontia services shall not exceed the maximum allowable charge of \$3,500 in a 30-month period.

### PRINCIPAL LIMITATIONS AND EXCLUSIONS

**Limitations:** Dental radiographs may be subject to frequency limitations, unless required by the diagnosis of a specific dental condition requiring treatment; Precious metals used in restorations will be charged to the member at the cost of such metals; General anesthesia (deep sedation) and intravenous sedation are covered in a dental office when medically necessary and in conjunction with specific procedures, as outlined in the Master Group Policy or Description of Benefits.

**Exclusions:** Replacement of fixed or removable prosthesis which are less than five years old; Prosthetic services for which the initial impression was made prior to coverage; Temporomandibular Joint Dysfunction (TMJ); Dental implants; Orthognathic surgery; Replacement of prosthetic appliances due to loss or theft; Hospital or any related hospital fee; Dental surgery or services performed without functional or pathological need; Prescription drugs; Myofunctional therapy; Procedures specifically not listed in the benefit schedule; Removal of the third molar (wisdom teeth) where there is no evicence of disease; Supplies intended for normal home use (e.g., toothbrush, mouthwash, electric irrigators).

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