

LABOR CONTRACT

for

WORKING AGREEMENT

between

TOWN OF COLCHESTER

and

LOCAL 1303-448 CONNECTICUT COUNCIL 4
AMERICAN FEDERAL OF STATE, COUNTY AND MUNICIPAL EMPLOYEES
AFL-CIO

LIBRARY EMPLOYEES

JULY 1, 2010 THROUGH JUNE 30, 2013

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This Agreement is entered into by and between the Town of Colchester, Connecticut, hereinafter referred to as the "Town," and Local 1303-448 of Council 4, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union".

ARTICLE I - RECOGNITION AND SCOPE OF AGREEMENT

1.1 The Town recognizes the Union as the sole and exclusive bargaining agent for the purpose of collective bargaining on all matters of wages, hours of employment and other conditions of employment for all employees employed by the Town at the Cragin Memorial Library working twenty (20) hours or more per week, excluding the Library Director, library pages working less than twenty (20) hours per week and other employees excluded under the Connecticut Municipal Employees Relations Act.

ARTICLE II - RIGHTS OF MANAGEMENT

2.1 The Town retains any and all rights and prerogatives of management it enjoyed prior to the execution of this Agreement except as specifically and expressly limited or modified by the provisions of this Agreement.

2.2 The Town shall have the right to hire, discipline, discharge, lay off, assign, promote, direct and control its employees and the operations, methods and management of Town business and the operations of the Cragin Memorial Library, and the Town's decision in such matters shall not be subject to contest or review, except as otherwise specifically and expressly provided herein.

2.3 The Town may continue, and may from time to time make or change, such rules or regulations as it deems appropriate for the conduct of Town and/or Cragin Memorial Library business, provided that same are not inconsistent with any specific and express provisions of this Agreement. All such rules and regulations shall be observed by the employees.

2.4 Nothing herein contained shall prevent supervisors, volunteers, interns or workfare employees from performing duties of bargaining unit employees covered by this Agreement provided that such use shall not directly result in the layoff of a bargaining unit employee.

ARTICLE III - UNION SECURITY

3.1 All employees in the bargaining unit shall, as a condition of employment, become members of the Union in good standing, or pay a service charge equal to the cost of collective bargaining, contract administration and grievance adjustment (but not more than Union dues) for the duration of this Agreement or any extension thereof.

3.2 Upon receipt of a signed authorization form from the employee involved, a copy of which is attached to this Agreement as Schedule A, the Town shall deduct from the employee's pay, on a biweekly basis, in equal installments, such uniform initiation fees and/or dues and/or service fees as the Union shall determine. The Union agrees to hold the Town harmless from damages arising from the making of authorized deductions. (See APPENDIX A.)

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

(b) New employees shall sign a payroll deduction card at the time of hire, effective the first payroll following completion of thirty (30) days of employment. It is the responsibility of the Union President to have the card completed and transmit same to the Accounting Department. The Financial Officer of the Union shall notify the Town in writing of the amount of the uniform dues or service fees to be deducted.

3.4 The Union shall indemnify the Town and the Cragin Memorial Library or agent or employee of the Town and/or Library and hold them harmless against any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of, any action taken by the Town or Cragin Memorial Library or agent or employee of the Town and/or Library for the purpose of complying with the provisions of this Article. The Union will refund to the Town any amount paid to the Union in error on account of the dues deduction provision.

3.5 The Town shall provide one copy of the contract to each employee upon request. New employees shall be supplied a copy of the contract at the time they are hired. The Union shall be supplied with five (5) signed copies of the contract within thirty (30) days from the date it is signed.

3.6 (a) The Town agrees to provide a bulletin board in an area mutually agreeable to the Town and Union. The bulletin board shall be used for posting Union notices and shall be restricted to the following:

1. Notices of Union recreational and social activities;
2. Notices of Union elections and results of such elections;
3. Notice of Union appointments;
4. Notice of Union meetings and reports and minutes thereof;
5. Job postings by the Town;

6. If the Union desires to post any other information or material, the Union shall first submit same to the First Selectman for his/her approval. The First Selectman shall have the sole discretion to approve or disapprove said posting.

(b) Prior to posting any notice on the Union bulletin board, the Union shall file one (1) copy of said notice with the First Selectman.

ARTICLE IV - DISCIPLINE AND DISCHARGE

4.1 The disciplining of employees for breach of the rules, policies or practices of the Town and/or Cragin Memorial Library is the right of management.

4.2 Each new employee shall serve a probationary period which shall consist of ninety (90) days of work. During such probationary period, an employee may be disciplined or discharged at the Town's discretion, and such discipline or discharge shall not be subject to the grievance or arbitration procedures of this Agreement.

4.3 No employee shall be discharged or otherwise disciplined without just cause.

4.4 Disciplinary actions or measures will normally include, but may not necessarily include, any of the following depending upon the conduct in question:

- (a) oral reprimand,
- (b) written reprimand,
- (c) suspension, or
- (d) discharge.

ARTICLE V - SENIORITY

5.1 For employees hired on or after the signing of this Agreement, an employee's seniority shall be based upon his/her length of continuous full-time service within his/her job classification within the bargaining unit beginning on the employee's last date of hire in such classification. For employees hired prior to the signing of this Agreement, an employee's seniority shall be based upon his/her length of continuous full-time service with the Library. Seniority shall be broken by:

- (a) Voluntary resignation,
- (b) Discharge for cause,

- (c) Unauthorized absence without notifying the Town in writing, unless failure to do so is for reasons beyond the employee's control,
- (d) Layoff for a period of more than six (6) months, or
- (e) Strikes or other forms of work stoppage.

5.2 If seniority is broken, the employee shall be considered a new hire for all purposes if employment subsequently resumes.

5.3 When an employee has completed his/her probationary period, he/she shall be placed on the seniority list from the date of his/her most recent hire within his/her classification, in accordance with Section 5.1.

5.4 Full-time service shall mean at least thirty-five (35) hours of work per week inclusive of lunch. Part-time service shall mean at least twenty (20) hours of work per week provided that only part-time employees who work more than thirty (30) hours per week shall be eligible for pro-rated fringe benefits (vacation, holidays, sick leave, life insurance and participation in defined contribution retirement plans) as provided in this Agreement. Part-time service shall be pro-rated and credited for seniority purposes. Employees moving from part-time to full-time status will be credited for all part-time accrued seniority.

ARTICLE VI- VACANCIES

6.1 Full-time Vacancy. For the purposes of this Article, a full-time vacancy is created when the Town determines to increase the work force by creating a new position or by filling a vacancy in an existing position.

6.2 Posting. Notice of full-time bargaining unit vacancies shall be posted on the Union bulletin board stated in Article 3.6 for five (5) calendar days with a copy to the Union upon request, prior to any action taken by the Town to fill such vacancies or new positions. Such notice shall state the position, classification, the shift, the work location and the rate of pay for the job. Existing bargaining unit members will be guaranteed an interview. The Town may also fill the vacancy from outside the bargaining unit, as the Town deems appropriate, if the outside applicant possesses greater skill, experience or ability, as reasonably determined by the Town, than a present employee applying for the vacancy. Vacancies will be filled by the Town as soon as practicable.

ARTICLE VII - LAYOFF AND VOLUNTARY QUIT

7.1 The Town may lay off employees within its discretion for any business reason. Where practicable, the Town will provide one (1) month notice in advance of a layoff.

7.2 If it is determined by the Town that layoffs are necessary, employees will be laid off as follows:

- (a) probationary employees;
- (b) thereafter, by classification in the sole discretion of the First Selectman, based on inverse order of seniority within the classification.

7.3 Layoffs shall take effect, as set forth in Section 7.2. Laid-off full-time employees shall have recall rights to the position which they held at the time of layoff for a period of up to twelve (12) months from the date of layoff. No new employees shall be hired in those classifications until the employees set forth above have been given an opportunity to return to work. Five (5) calendar days written notification to the last known address shall be sufficient notification of the opportunity for recall. If no reply is received within ten (10) calendar days after the mailing of notification as aforesaid, or if the employee declines the recall opportunity within such time period, then the employee shall forfeit all recall rights. Returning employees, under the provisions of this section, must return to work no later than fifteen (15) calendar days from the date of the mailing of the notification.

ARTICLE VIII - WAGES

8.1 Effective on the signing of this Agreement, the wage rates for all bargaining unit employees shall be those in effect on June 30, 2010 resulting in the wage schedules set forth in Appendix B, subject to the following:

- (a) There shall be no general wage increase applied to the wage rates in effect on June 30, 2010 during the July 1, 2010 through June 30, 2011 fiscal year.
- (b) There shall be a three percent (3%) general wage increase applied to the wage rates in effect on June 30, 2011 during the July 1, 2011 through June 30, 2012 fiscal year.
- (c) There shall be a three percent (3%) general wage increase applied to the wage rates in effect on June 30, 2012 during the July 1, 2012 through June 30, 2013 fiscal year.

8.2 Effective beginning on or about sixty (60) days following ratification of this Agreement by the Board of Selectmen, employees shall have all wages and other payments earned by an employee deposited directly to a bank or credit union account of the employee's choosing, on the normal paydays for such wages and other payments.

ARTICLE IX - HOURS

9.1 Due to the nature of the Town's duties and responsibilities in providing services to the community, the Union agrees that in cases of unusual job requirements or emergencies starting time may be staggered to meet varying needs of the Town.

9.2 The work schedule shall be set according to availability of funds and to meet the needs of the Cragin Memorial Library, including but not limited to staffing service desks, conducting programs, attending meetings and representing the Cragin Memorial Library in the community. In order to meet these needs, work hours will include evening and weekend hours.

9.3 The regular hours of employment for full-time bargaining unit employees shall be thirty-five (35) hours per week. The regular hours for part-time bargaining unit employees shall be twenty (20) hours to thirty-four (34) hours per week. The hours of work will be scheduled generally between the hours of 9:00 a.m. and 9:00 p.m. Monday through Thursday and generally between the hours of 9:00 a.m. and 6:00 p.m. Friday and Saturday. Full-time employees working shall receive a ½hour paid lunch break each working day in accordance with existing practice. Employees may request to revise their work schedule if necessary subject to the approval of and in the sole discretion of the Library Director or his or her designee. The denial of any such request to revise the schedule shall not be subject to the grievance and arbitration provisions of this Agreement.

9.4 Full-time employees will be required to work at least one night per week. Part-time employees may be required to work multiple nights during any one week.

9.5 Full-time employees will work one Saturday in every four week period. Part-time employees may be scheduled to work between one and four Saturdays per month. The Library Director or his/her designee will adjust the rotation so that holiday weekends will be evenly distributed.

9.6 In the event that Sunday hours are established, the Library Director shall determine annually the number of assignments needed and a sign up list shall be established for bargaining unit employees to volunteer for such assignments.

9.7 The Library Director or his/her designee and the Union President or his/her designee shall meet and discuss the process by which Sunday assignments are made and rotated in accordance with the sign up list set forth in Section 9.6 above.

9.8 The Library Director shall determine when overtime shall be worked. Overtime assignments shall be on a rotational basis by seniority in the same job classification.

9.9 Any employee who is authorized by the Library Director to work in excess of forty (40) hours in a work week shall be paid for at the rate of one and one-half times the employee's regular hourly rate:

9.10 There shall be no pyramiding or duplication of overtime or premium payments for the same hours worked.

9.11 Nothing in this Article shall in any way restrict the right of the Town to increase or decrease the number of hours of work per week for any bargaining unit position at any time. In the event that the weekly hours of work for any bargaining unit position(s) are to be reduced through the regular annual budget process or at any time throughout the fiscal year, the Town shall notify the Union and the employee in the affected position at least fourteen (14) calendar days in advance of the implementation of any reduction in hours. During such fourteen (14) calendar days, the parties shall meet and discuss the reasons for such anticipated reduction in hours.

ARTICLE X – HOLIDAYS

10.1 The Town will recognize the following days as paid holidays for all employees regularly scheduled to work at least thirty (30) hours per week:

- New Year's Eve (1/2 day)
- New Year's Day
- Martin Luther King Day
- Lincoln' s Birthday (Floater)
- Presidents' Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving Day
- Day After Thanksgiving
- Christmas Eve (1/2 Day)
- Christmas Day

Lincoln' s Birthday will be treated as a floating holiday at the employee's option with the prior approval of the First Selectman. Any such floating holiday to be scheduled by mutual agreement, at least two weeks in advance, by the employee and the First Selectman or his/her designee.

10.2 Payment for each holiday will be at the employee's regular rate of pay for the average daily straight time hours worked.

10.3 An employee working on a holiday shall be paid his/her regular straight time pay in addition to any holiday pay the employee is entitled to receive.

10.4 In order to qualify for holiday pay, an employee must work his/her scheduled workday before and after such holiday, unless the absence is authorized by the employee's supervisor or occasioned by a bona fide illness and a doctor's note confirming the illness, if requested by the Town.

10.5 Whenever any of the holidays listed in Article 10.1 occurs while an employee is on a leave of absence for illness that has been authorized by the Town, the employee shall accept the day as a holiday with no charge to sick leave.

10.6 When a holiday occurs during a regularly approved vacation, said day shall be treated as a holiday and shall not be charged against the employee's earned vacation time.

10.7 Employees shall be eligible to receive holiday pay upon hire.

ARTICLE XI - VACATION

11.1 (a) All full-time employees shall receive their vacation time on January 1st of each year based on completed years of service as follows:

<u>Length of Service</u>	<u>Annual Vacation</u>
6 months completed	After 6 months of employment, the employee may utilize up to three (3) days of the first year's vacation allotment (i.e. upon the first anniversary if three days have already been used then two days will be allocated for the next year.)
1 year completed	1 week (5 days)
2-7 years completed	2 weeks (10 days)
8-14 years completed	3 weeks (15 days)
15-19 years completed	4 weeks (20 days)
20 years and above	5 weeks (25 days)

(b) Part-time employees regularly scheduled to work at least thirty (30) hours per week shall receive vacation on a pro-rated basis, based on the number of hours the employee is regularly scheduled to work.

11.2 The vacation period will be set by mutual agreement between the supervisor and the employees except that if there is a conflict, seniority shall govern preference within department.

11.3 Requests for vacation shall be submitted to the employee's immediate supervisor in writing at least twenty (20) business days in advance. Vacation dates require approval by the First Selectman upon the recommendation of the employee's supervisor, giving consideration to the operating requirements of the Town and Cragin Memorial Library. Requests for vacation time during June, July or August must be submitted in writing to the employee's supervisor no later than April 20 of each year so that requests of all employees may be considered and staffing needs met. Employees will be allowed to carry over accrued but not used vacation days up to a maximum of five (5) per year to a maximum accumulation of thirty (30) days.

11.4 Effective January 1 of each calendar year, each full-time employee will receive five (5) personal leave days. Employees hired during the year shall receive pro-rata personal leave days as follows:

Hired on or after January 1 through March 31 -- 3 personal days

Hired on or after April 1 through June 30 -- 2 personal days

Hired on or after July 1 through September 30 -- 1 personal day

Hired on or after October 1 through December 31 -- 0 personal days

Employees may not use personal leave during their probationary period. Part-time employees who are regularly scheduled to work at least thirty (30) hours per week shall be entitled to four (4) personal days per year. Personal days are to be used for transacting personal affairs which cannot be conducted during non-work hours.

11.5 In extenuating circumstances and/or when deemed to be in the best interests of the Town, additional paid vacation leave may be granted at the sole discretion of the First Selectman.

ARTICLE XII - SICK LEAVE - INJURY LEAVE

12.1 Upon successful completion of the probationary period, full-time employees shall accrue sick leave at the rate of one (1) day per month, retroactive to the date of hire. Part-time employees who are regularly scheduled to work at least thirty (30) hours per week shall be entitled to sick leave on a pro-rated basis, based on the number of hours the employee is regularly scheduled to work. Illness necessitating absence from work shall be reported to the employee's supervisor as early as possible. For illnesses extending more than one day, the employee, if practical, must contact his/her supervisor for approval by 4:00 p.m. daily if he/she does not expect to report to work the next day. The Town (First Selectman and/or Library Director) may require a doctor's note confirming the illness after three (3) consecutive days of illness or where the Town suspects abuse based on frequency of sick leave or a discernible pattern of sick leave.

12.2 Employees shall be allowed to accumulate up to sixty (60) days of sick leave. The rate of sick pay shall be the employee's regular straight-time hourly rate of pay in effect from the employee's regular job at the time sick leave is being taken. Sick leave may be taken for non-service connected personal illness or disability, which renders the employee unable to perform the duties of his or her position. For the purpose of bridging the ninety (90) day waiting period for Long Term Disability (LTD) insurance under Article 13, Section 13.8, employees may accumulate up to 30 additional days of sick leave which can also be drawn from in special circumstances involving serious health conditions at the discretion of the First Selectman.

12.3 Each employee who retires with ten (10) or more years of service with the Town will be paid for accumulated sick leave at the base rate of pay. Upon the death of a current employee, the employee's designated beneficiary shall be paid for accumulated sick leave at the base rate of pay.

12.4 Employees who sustain injuries which arise out of and in the course of their employment with the Town will be eligible for workers' compensation benefits in accordance with the provisions of the Workers' Compensation Act.

ARTICLE XIII - INSURANCE AND PENSION

13.1 Each full-time bargaining unit employee may elect single, two-person, or family coverage under one of the following medical benefit plans:

- (a) Century Preferred Managed Care Plan.
- (b) Blue Care Managed Care Plan

Notwithstanding the provisions set forth in Section 13.3 below, effective with the 2011-2012 contract year the Town shall implement the Comp Mix plan as attached at Appendix C in lieu of the current plan offerings.

13.2 All references in this Agreement to types of benefits are solely for the purposes of description and identification, and in all cases the terms and provisions of the insurance policies themselves shall govern any claim. The Town shall provide a copy of the insurance plans to all employees covered by this Agreement.

13.3 The Town shall have the right to change medical plans, benefits, carriers and to self-insure any of the benefits offered to bargaining unit employees provided that the benefits offered shall be no different than the benefits offered to non-union employees. Any change shall be made effective on July 1 of any contract year.

13.4 (a) Effective July 1, 2010, each eligible member of the bargaining unit shall contribute, through bi-weekly payroll deduction, thirteen percent (13%) of the monthly premium cost for individual, two-person, or family medical, dental, and prescription drug benefit coverage provided in this Article.

(b) Effective July 1, 2011, each eligible member of the bargaining unit shall contribute, through bi-weekly payroll deduction, fourteen percent (14%) of the monthly premium cost for individual, two-person, or family medical, dental, and prescription drug benefit coverage provided in this Article.

(c) Effective July 1, 2012, each eligible member of the bargaining unit shall contribute, through bi-weekly payroll deduction, fifteen percent (15%) of the monthly premium cost for individual, two-person, or family medical, dental, and prescription drug benefit coverage provided in this Article.

(e) The Town shall maintain a plan under Section 125 of the Internal Revenue Code for the purpose of permitting employees to make their premium contributions on a pre-tax basis, to the extent provided by law.

13.5 (a) For non-Medicare eligible full-time employees who were hired prior to July 1, 2009 and who retire with a minimum of ten (10) years of service on or after July 1, 2009, medical coverage for the most cost-effective plan offered to Town employees shall be provided for the retiree and the retiree's spouse at the group rate for such benefits for a period not to exceed five (5) years or upon the retiree's eligibility for credible Medicare D coverage with the cost of the monthly premium paid by the retiree. Once an employee opts out of such plan coverage he or she will not be eligible for readmission.

(b) At such time as a retiree who retires on or after July 1, 2009 becomes eligible for Medicare, the Town shall provide for Medicare risk plan coverage as an alternative to Medicare with the cost of the monthly premium paid by the retiree

as long as such plans are available to the Town. This section applies only to full-time employees who were hired prior to July 1, 2009 and who retire with a minimum of ten (10) years of service on or after July 1, 2009.

13.6 The Town may elect to implement a program of cost containment procedures (including, but not limited to, pre-admission review, admission planning services, admission and continued stay review, second surgical opinions and hospital bill audits). Prior to implementing any such program, the Town will provide informational sessions for employees.

13.7 (a) Full time employees who are regularly scheduled to work at least thirty-five (35) hours per week are eligible to participate in a Section 401(a) Plan after completing one year of employment with the Town. Plan details will be provided to each eligible employee. The Town and the employee will each contribute 6% of base pay only (not including overtime, etc.) beginning on the employee's first anniversary date. Employee contributions will be made on a pre-tax basis. The combined contribution by the Town and the Employee will not exceed the maximum allowed by law per year. Employees can voluntarily contribute more than the maximum percentages quoted above on an after tax-basis subject to annual limits allowed by law including pre-tax employer and employee contributions.

(b) Part-time employees who are regularly scheduled to work at least thirty (30) hours per week are eligible to participate in a Section 401(a) Plan after completing one year of employment with the Town. Plan details will be provided to each eligible employee. The Town and the employee will each contribute 4% of base pay only (not including overtime, etc.) beginning on the employee's first anniversary date. Employee contributions will be made on a pre-tax basis. The combined contribution by the Town and the Employee will not exceed the maximum allowed by law per year. Employees can voluntarily contribute more than the maximum percentages quoted above on an after tax-basis subject to annual limits allowed by law including pre-tax employer and employee contributions.

(c) Effective upon ratification, full-time employees who are regularly scheduled to work at least thirty-five hours per week and part-time employees who are regularly scheduled to work at least thirty (30) hours per week shall have the option of contributing to the Town's Section 457 Plan after satisfactory completion of their probationary period. Upon completion of one year of employment with the Town, employees may contribute to the Town's 401(a) plan described in Section 13.6 (a) and (b) (as applicable) to the maximum contributions allowed by law per year. Plan details will be provided to each eligible employee. The Town will not make matching contributions to the 457 Plan.

(d) New employees who are hired on or after July 1, 2010 shall be subject to the following vesting schedule with respect to any benefits of the Town 401(a) plan:

1 Year of Participation in 401A Plan -- 20% vested

2 Years of Participation in 401A Plan -- 40% vested

3 Years of Participation in 401A Plan -- 60% vested

4 Years of Participation in 401A Plan -- 80% vested

5 Years of Participation in 401A Plan -- 100% vested

13.8. As set forth more fully in the long term disability plan design which will be made available to all full-time employees and part time employees who work at least 30 hours of work per week, an eligible employee who is disabled due to an accident or sickness which is not compensable under the Workers' Compensation Act and who has exhausted all of his/her paid leave benefits shall be eligible for weekly accident/sickness disability insurance payments up to 60% of his/her base rate at the time of disability to a maximum of \$2,000 per month. These benefits will be offset by weekly workers' compensation benefits (not to include specific indemnity benefits covering specific loss or disfigurement), and other state or federally mandated benefits the employee receives. In no instance shall such benefits begin until after 90 days of disability. The Town reserves the right to terminate an employee while on disability if circumstances warrant such termination without violating state or federal law.

13.9. (a) Full-time employees who work at least 35 hours of work per week will be provided group life insurance in the amount of \$50,000.

(b) Each part-time employee who works at least 30 hours per week will be provided group life insurance in the amount of \$10,000.

ARTICLE XIV - BEREAVEMENT PAY

14.1 In the event of a death of an employee's immediate family member or in the event that an employee experiences a miscarriage, leave with pay not to exceed three (3) consecutive working days, beginning with the date of death and ending with and/or including the day after the funeral or final services, shall be granted to a full-time employee. "Immediate family" includes the employee's spouse, parent, child, grandparent, grandchild, mother-in-law, father-in-law, grandparent-in-law, brother-in-law, sister-in-law, brother, sister or any other relative who is living in the employee's household. Additional paid bereavement leave may be granted at the sole discretion of the First Selectman.

All full-time employees shall be granted leave with pay for a maximum of one (1) day to attend the funeral or final services of a niece, nephew, aunt or uncle.

Additional bereavement leave without pay may be given to a full-time employee at the discretion of the First Selectman, upon recommendation of the employee's supervisor.

14.2 To be eligible for such paid absence, an employee must notify the Town as early as possible prior to the first day of such absence.

ARTICLE XV - JURY DUTY

15.1 All employees who are called (not volunteered) to serve as jurors will receive their regular pay less their pay as a juror for each work day while on jury duty, which shall not include "on call" jury time when employees are able to be at work. The employee shall report to work for any portion of a regular work day when he/she is not required to be in court. The receipt of a subpoena or notice to report for jury duty must be reported immediately to the Town and the Town may request that the employee be excused or exempted from jury duty if, in the opinion of the Town the employee's services are essential at the time of the proposed jury service. To obtain reimbursement, the employee must present a statement from the Court showing the dates of jury service and jury fees received.

ARTICLE XVI - MILITARY RESERVE LEAVE

16.1 Military leave and the rights and benefits associated therewith shall be provided in accordance with State and Federal law (USERRA), as amended from time to time. Copies of active duty orders or a written request for a military reserve leave shall be provided to the First Selectman or his/her designee as soon as the employee is informed of the dates of the military training or service.

ARTICLE XVII - GRIEVANCE PROCEDURE AND ARBITRATION

17.1 For the purpose of this Agreement, the term "grievance" means any dispute between the Town and the employees, or the Union, concerning the application, claim of breach or violation of a specific provision of this Agreement.

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

- a. Step 1 - The aggrieved employee and/or his or her Steward or Representative shall, within fifteen (15) working days of the time the grievant knew, or reasonably should have known, of the event or condition giving rise to the grievance, file a written grievance with the Library Director in an effort to resolve the grievance immediately. The

Library Director shall promptly meet with the aggrieved employee and/or his/her Steward or Representative upon receipt of the grievance in an attempt to adjust the grievance at once, and shall respond to the grievance in writing no later than ten (10) working days after receipt of the written grievance. Nothing herein shall be construed as prohibiting an employee from attempting to resolve the matter informally with his/her Director, prior to filing a written grievance.

- b. Step 2 - If the grievance is not settled at the first step, the aggrieved party or the Union may elect to file a written grievance within fifteen (15) working days of the Library Director's response, or the expiration of the time period for such response, with the First Selectman. The First Selectman will arrange a meeting with the grieving party and the Union within fifteen (15) working days after receiving the grievance in an attempt to resolve the grievance. If the grievance is not resolved by the First Selectman at that meeting, an answer will be submitted to the Union and the aggrieved, in writing, within ten (10) working days after the above meeting has been held.
- c. Step 3 - If the Union is not satisfied with the disposition of the grievance by the First Selectmen, it may submit said grievance within twenty (20) working days of receipt of the First Selectman's decision, or the expiration of the time period for such a decision, whichever is sooner, to the State Board of Mediation and Arbitration for arbitration in accordance with its rules and procedures. The arbitrator shall have no power to add to, subtract from, delete or modify in any way any of the specific terms of this Agreement. The ruling of the arbitrator shall be binding upon both parties, as provided by law. Each party shall pay its own arbitration costs.

17.3 Nothing herein shall be construed as prohibiting an aggrieved party from handling his or her own grievance if he or she so desires, but no agreement shall be made that is contrary to any of the terms of this Agreement. Only the Union shall have the power to submit a grievance to arbitration.

17.4 The Employer shall allow the aggrieved employee(s) and a Union representative or officer the necessary time off without loss of pay to resolve any such grievance(s) in accordance with those procedures as set forth in 17.2 Steps 1 through 3.

17.5 All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

17.6 The time limits specified within this Article, except for the initial filing, may be extended by mutual agreement of the Union and the Town in writing.

ARTICLE XVIII - NO STRIKE - NO LOCKOUT

18.1 During the term of this Agreement, neither the employees nor the Union (or its members, agents, representatives, employees, or persons acting in concert with or participation with any of them), shall incite, encourage or participate in any strike, walkout, work stoppage, slowdown, picketing, boycott (primary or secondary), refusal to work, sympathy strike or other such interference with work or Town operations. The Town shall not lock out employees during the term of this Agreement.

18.2 The prohibition of this Article XVIII shall apply whether or not (a) the dispute giving rise to the prohibited conduct is subject to arbitration (b) such conduct is in protest of an alleged violation of any state or federal law.

18.3 If any conduct prohibited by this Article XVIII occurs, the Union will do everything within its power to terminate such conduct.

ARTICLE XIX - SEVERABILITY

19.1 Should any provision or part of this Agreement be declared or rendered illegal or unenforceable by legislative or judicial authority, the balance of the Agreement shall remain in full force and effect.

ARTICLE XX - WORKPLACE CONDUCT

20.1 The Cragin Memorial Library and all bargaining unit employees agree to adhere to the American Library Association Code of Ethics and Library Bill of Rights as they may be amended from time to time.

20.2 Employees are encouraged to report all actions that do not conform to these standards to the Library Director or his/her designee.

ARTICLE XXI - EVALUATIONS

21.1 The job performance of each employee shall be evaluated annually and/or more frequently as needed to address identified deficiencies in performance. The evaluation shall be conducted by the Library Director or his/her designee.

ARTICLE XXII - DURATION

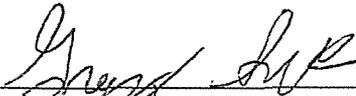
22.1 The Town and the Union agree that unless a particular provision is stated to be retroactive, this agreement shall be effective as of the date of signing and shall remain in full force and effect until June 30, 2013. The Town and the Union agree that only those employees on the active payroll as of the date of signing shall be eligible for any retroactive wages or benefits.

22.2 The parties agree that this Agreement shall automatically renew itself unless either party notifies the other no later than one hundred twenty (120) days from the expiration date above that it wishes to modify or change this Agreement in any manner.

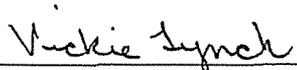
**ARTICLE XXIII - FEDERAL, STATE AND MUNICIPAL
LAWS AND REGULATIONS**

23.1 The provisions of this Agreement shall be subject to, and shall not supersede, any federal, state or municipal law, regulation, ordinance or other now or hereafter issued or enacted.

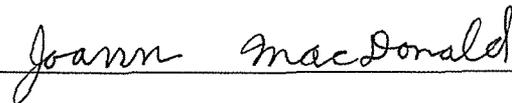
TOWN OF COLCHESTER

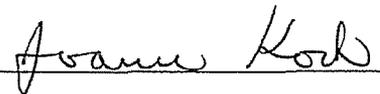
By: 
First Selectman

LOCAL 1303-448 OF CONNECTICUT
COUNCIL 4, AMERICAN FEDERATION
OF STATE, COUNTY AND MUNICIPAL
EMPLOYEES, AFL-CIO

By: 

By: 

By: 

By: 

By: _____

By: 

APPENDIX A

CONNECTICUT MUNICIPAL COUNCIL NO. 4
AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL
EMPLOYEES
AFL-CIO

AUTHORIZATION FOR PAYROLL DEDUCTION AND REPRESENTATION

BY: _____
Please Print Last Name First Name Middle Name

TO: TOWN OF COLCHESTER

Effective _____, I hereby authorize the Town of Colchester to deduct from my earnings the current initiation fee being charged by AFSCME Local No. 1303-_____ and effective the same date to deduct from my earnings each two-week payroll period a sufficient amount to provide for the regular payment of the current rate of monthly Union dues, as certified by the Union. The amount deducted shall be paid to the Financial Officer of AFSCME, Local 1303-___ the American Federation of State, County, and Municipal Employees. This authorization shall remain in effect in accordance with the working agreement or upon termination of my employment.

Effective _____, I hereby authorize the Local 1303-_____ of Council 4, AFSCME and/or its appropriate affiliates to be my representative for collective bargaining.

SIGNATURE (do not print)

Street Address (print)

Telephone Number

City and State (print)

Zip Code

APPENDIX B

POSITION (Listed Alphabetically)	FY 10-11	FY 11-12	FY 12-13
Assistant to Children's Librarian	\$14.7240 Hourly	\$15.1657 Hourly	\$15.6207 Hourly
	\$26,900.75 Annually	\$27,707.76 Annually	\$28,429.70 Annually
Assistant Library Director	\$25.8215 Hourly	\$26.5961 Hourly	\$27.3940 Hourly
	\$47,176.01 Annually	\$48,591.15 Annually	\$49,857.08 Annually
Children's Librarian	\$26.2730 Hourly	\$27.0612 Hourly	\$27.8730 Hourly
	\$48,000.77 Annually	\$49,440.71 Annually	\$50,728.86 Annually
Circulation Supervisor	\$17.9915 Hourly	\$18.5312 Hourly	\$19.0871 Hourly
	\$32,870.60 Annually	\$33,856.40 Annually	\$34,738.60 Annually
Head of Reference Services / LTA	\$18.4025 Hourly	\$18.9546 Hourly	\$19.5232 Hourly
	\$19,212.21 Annually	\$19,788.50 Annually	\$20,304.18 Annually
Library Cataloger	\$18.4025 Hourly	\$18.9546 Hourly	\$19.5232 Hourly
	\$33,621.50 Annually	\$34,630.00 Annually	\$35,532.12 Annually

Note: Annual salary figures are estimates based on scheduled hours worked as of January 1, 2011 and are subject to change with staffing and/or scheduling changes.

APPENDIX C

See Attached.

APPENDIX C



CENTURY PREFERRED COMP MIX

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

COST SHARE PROVISIONS	In-Network Member pays:	Out-of-Network Member pays:
Calendar Year Deductible (<i>individual/family</i>)	\$250/\$500	\$500/\$1000
Coinsurance	20% after deductible up to	40% after deductible up to
Coinsurance Maximum (<i>individual/family</i>)	\$1,250 / \$2,500	\$2,500 / \$5,000
Cost Share Maximum (<i>individual/family</i>)	\$1,500 / \$3,000	\$3,000 / \$6,000
Lifetime Maximum	Unlimited	\$1,000,000

	In-Network After Deductible Member pays:	Out-of-Network After Deductible Member pays:
PREVENTIVE CARE		
Well child care	\$0 Copayment, Deductible waived	40%
Periodic, routine health examinations	\$0 Copayment, Deductible waived	40%
Routine OB/GYN visits	\$0 Copayment, Deductible waived	40%
Mammography	\$0 Copayment, Deductible waived	40%
Hearing screening	\$0 Copayment, Deductible waived	40%

	In-Network After Deductible Member pays:	Out-of-Network After Deductible Member pays:
MEDICAL CARE		
Office visits	\$20 Copayment, Deductible waived	40%
Specialist visits	\$30 Copayment, Deductible waived	40%
Outpatient mental health & substance abuse	\$30 Copayment, Deductible waived	40%
OB/GYN care	\$30 Copayment, Deductible waived	40%
Maternity care	\$30 Copayment, Deductible waived	40%
Diagnostic lab and x-ray	20%	40%
High-cost outpatient diagnostic The following are subject to copay: MRI, MRA, CAT, CTA, PET, SPECT scans - (Precertification is required)	\$75 to a \$375 annual maximum	40%
Allergy services Office visits/testing	\$30 Copayment, Deductible waived	40%
Injections—80 visits in 3 years	20%	40%

HOSPITAL CARE— Prior authorization required	In-Network After Deductible Member pays:	Out-of-Network After Deductible Member pays:
Semi-private room (<i>General/Medical/Surgical/Maternity</i>)	20%	40%
Inpatient mental health & substance abuse after 12 th visits	20%	40%
Skilled nursing facility -- up to 120 days per calendar year	20%	40%
Rehabilitative services -- up to 60 days per person per calendar year	20%	40%
Outpatient surgery -- in a hospital or surgi-center	20%	40%

EMERGENCY CARE	In-Network After Deductible Member pays:	Out-of-Network After Deductible Member pays:
Walk-in centers	\$20 Copayment, Deductible waived	40%
Urgent care -- at participating centers only	\$50 Copayment, Deductible waived	Not Covered
Emergency care -- copayment waived if admitted	\$100 Copayment, Deductible waived	\$100 Copayment, Deductible waived
Ambulance	20%	20%

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OTHER HEALTH CARE	In-Network After Annual Deductible <i>Member pays:</i>	Out-of-Network After Annual Deductible <i>Member pays:</i>
Outpatient rehabilitative services <i>30 combined visit maximum for PT, OT and ST per year. 20 visit maximum for Chiro. Per year. Prior authorization required</i>	\$30 Copayment, Deductible waived	40%
Durable medical equipment / Prosthetic devices <i>Unlimited maximum per calendar year</i>	20%	40%
Diabetic supplies, drugs & equipment	20%	40%
Infertility – <i>prior authorization required</i> <i>Some restrictions may apply</i>	20%	40%
Home health care-200 visits per member per calendar year	20%, Deductible waived	20%, Deductible waived
Hospice	20%	40%
Private Duty Nursing-\$50,000 maximum	20%	40%
Transplants-\$1,000,000 lifetime maximum-Please see description below	20%	40%
Acupuncture	Not Covered	Not Covered
Gastric Bypass	Not Covered	Not Covered

PREVENTIVE CARE SCHEDULES

<p>Well Child Care (including immunizations)</p> <ul style="list-style-type: none"> + 6 exams, birth to age 1 + 6 exams, ages 1 - 5 + 1 exam every 2 years, ages 6 - 10 + 1 exam every year, ages 11 - 21 <p>Mammography</p> <ul style="list-style-type: none"> + 1 baseline screening, ages 35-39 + 1 screening per year, ages 40+ + Additional exams when medically necessary
--

<p>Adult Exams</p> <ul style="list-style-type: none"> + 1 exam every 5 years, ages 22 – 29 + 1 exam every 3 years, ages 30 – 39 + 1 exam every 2 years, ages 40 – 49 + 1 exam every year, ages 50+ <p>Vision Exams: 1 exam every 2 calendar year</p>
--

Hearing Exams: 1 exam every 2 calendar years

OB/GYN Exams: 1 exam per calendar year

Notes To Benefit Descriptions

- + In situations where the member is responsible for obtaining the necessary prior authorization and fails to do so, benefits may be reduced or denied.
- + Home Health Care services are covered when in lieu of hospitalization. Includes infusion (IV) therapy.
- + Members must utilize participating Blue Quality Centers for Transplant hospitals to receive benefits for Human Organ & Tissue Transplant services. This network of the finest medical transplant programs in the nation is available to members who are candidates for an organ or bone marrow transplant. A nurse consultant trained in case management is dedicated to managing members who require organ and/or tissue transplants. Covered services are subject to a lifetime maximum of \$1,000,000.
- + Members are responsible for the balance of charges billed by out-of-network providers after payment for covered services has been made by Anthem Blue Cross and Blue Shield according to the Comprehensive Schedule of Professional Services.

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

This does not constitute your health plan or insurance policy. It is only a general description of the plan. The following are examples of services NOT covered by your Century Preferred 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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-With Cost of Care

\$100/\$300 Annual Deductible
\$5 Copayment Generic Drugs
\$25 Copayment Listed Brand-Name Drugs
\$40 Copayment Non-Listed Brand-Name Drugs
Unlimited Annual Maximum

Description of Benefits		<i>You Pay:</i>
Annual Deductible (individual/family)	The amount which must be paid for covered drugs in a calendar year prior to the application of copayments.	\$100/\$300
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.	\$5
Tier 2: Listed Brand-Name Drugs	The term "listed brand-name" refers to a brand-name prescription drug identified on the formulary by Anthem Blue Cross and Blue Shield. Tier 2 copayment applies.	\$25
Tier 3: Non-Listed Brand-Name Drugs	The term "non-listed brand-name" refers to a brand-name prescription drug not identified on the formulary by Anthem Blue Cross and Blue Shield. Tier 3 copayment applies.	\$40
Annual Maximum		<i>Plan Pays:</i> Unlimited
Per member per calendar year		

How To Use The 3-Tier Managed Prescription Drug Program

The 3-Tier Managed Prescription Drug Program incorporates different levels of cost shares. An Annual Deductible must be satisfied prior to covered drugs being subject to tiered copayments, as defined in the chart above. The formulary lists generic and brand-name drugs that have been selected for their quality, safety and cost-effectiveness. These listed drugs have lower member copayments than non-listed drugs (but may not have a lower overall cost in all instances.) You minimize your copayments when you use generic prescriptions and listed brand-name prescriptions. You'll still have coverage for non-listed brand-name drugs, but at a higher cost share. Talk to your provider about using generic drugs or listed brand-name drugs included on the formulary. You'll have lower copayments when you use these drugs. Once your deductible is met:

- 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 \$5 copayment.
- When a generic equivalent is available and you obtain the brand name version, you will be responsible for the Tier 3 copayment plus the difference in cost between the generic and brand name drug. This provision applies unless your provider obtains Prior Authorization. When Prior Authorization is obtained (at the discretion of Anthem Blue Cross & Blue Shield), you will be responsible only for the Tier 3 copayment.

Connection (Concurrent Drug Utilization Review)

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

You must complete 85% of your prescription medication before you can obtain another refill at the pharmacy

Prior Authorization May be required on certain medication

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Pharmacy Programs

Voluntary Mail-service Program

Members have access to Anthem Rx, the voluntary mail-service drug program for members who regularly take one or more types of maintenance drugs. Members can order up to a 90-day supply of these medications and have them delivered directly to their home. The \$100/\$300 deductible, \$5 generic/\$25 listed brand-name/\$40 non-listed brand-name copayment and Unlimited annual maximum apply. When ordering a 31-day to 90-day supply, after your deductible is met, two copayments will apply, as follows: \$10- generic/\$50 listed brand-name/\$80 non-listed brand.

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

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

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

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

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

National Pharmacy Network

Members also have access to a network of more than 53,000 retail pharmacies throughout the country. Members may call 1-888-207-4214 to locate a participating pharmacy when traveling outside the state.

Non-participating Pharmacies

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

Points to Remember

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

Prescription Drug Eligibility

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

Limits and Exclusions

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

This drug rider does not provide drugs dispensed by other than a licensed, retail pharmacy or our mail-order service; any drug not required for the treatment or prevention of illness or injury; vaccines or allergenic extracts; devices and appliances; needles and

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syringes that are not prescribed by a provider for the administration of a covered drug; prescriptions dispensed in a hospital or skilled nursing facility; over-the-counter or non-legend drugs; antibacterial soaps/detergents, shampoos, toothpastes/gels and mouthwashes/rinse.

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

This is not a legal contract. It is only a general description of the \$100/\$300 deductible, \$5 generic/\$25 listed brand-name/\$40 non-listed brand-name 3-Tier Managed Prescription Drug Program with an Unlimited annual maximum. Please consult the Evidence of Coverage or prescription drug rider for a complete description of benefits and exclusions applicable to your coverage.

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