## AGREEMENT BETWEEN

## THE SIMSBURY SECRETARIAL, CLERICAL & LIBRARY TOWN EMPLOYEES ASSOCIATION, CSEA, SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 2001

AND

### THE TOWN OF SIMSBURY

July 1, 2015 — June 30, 2019

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#### PREAMBLE

This Agreement is made and entered into by and between the Town of Simsbury (hereinafter referred to as "the Town" or "the Employer") and the Simsbury Secretarial, Clerical and Library Town Employees' Association, CSEA, Service Employees International Union Local 2001 (hereinafter referred to as "the Union").

#### ARTICLE 1 Recognition

The Town of Simsbury recognizes the Simsbury Secretarial, Clerical, and Library Town Employees' Association, CSEA, Service Employees International Union Local 2001 as the sole and exclusive bargaining agent for all full-time and part-time secretarial, clerical, and library employees as set forth in Decision No. 3083 and in Decision No. 3094, excluding department heads, supervisors, and all others excluded by the Municipal Employees Relations Act (hereinafter referred to as "the Act") for the purpose of bargaining with respect to wages, hours, and other terms and conditions of employment as mandated by the Act.

#### ARTICLE 2 Appointments and Vacancies

**SECTION 2.1** The Town shall post notices of all newly established positions within the bargaining unit and notices of vacancies within the bargaining unit which it wishes to fill on official boards in each department for a period of two (2) weeks. Such notice shall specify the title and salary range of the position, the nature of the work to be performed, the requisite qualifications, including experience for the position, and the closing date for receiving applications. Any employee who meets the minimum qualifications may submit his or her application to the Town. Nothing contained herein shall prohibit simultaneous outside advertisement of the position.

**SECTION 2.2** Whenever the application of any bargaining unit member is rejected, the First Selectman, or designee, shall give written notice to the applicant of the reason of such rejection. The applicant may grieve, but not arbitrate, such rejection, provided however, the applicant has the right to grieve and arbitrate the Town's ultimate selection.

**SECTION 2.3** Appointments to vacant bargaining unit positions shall be made on the basis of qualifications, skill and ability, work experience and work record. Internal bargaining unit applicants who are qualified for vacant positions shall be appointed over outside applicants. Where qualifications, skill and ability, work experience and work record are relatively equal among two or more internal bargaining unit applicants, seniority shall be the determining factor in appointment. Junior employees can not grieve the selection of a more senior employee.

**SECTION 2.4 Probationary Period** - For securing the most effective adjustment of a newly hired individual and for determining that an employee's work meets required standards, all initial appointments are for a probationary period not to exceed six (6) months. In case of extended documented illness, the probationary period for a new employee may be extended to encompass six (6) months of actual work time.

Any bargaining unit member or member of another CSEA bargaining unit who has completed her or his regular probationary period in a position within the bargaining unit and who voluntarily transfers or is promoted to a different position either in the bargaining unit or in another CSEA bargaining unit shall serve a probationary period of two calendar months. If during this probationary period, the employee finds the new position unacceptable or the Town finds the employee unsuited to the new position, such employee shall be returned to the position from which the employee transferred or was promoted. During this period, the vacated position may be filled at the Town's discretion, on a temporary basis.

**SECTION 2.5 Evaluation of Performance** - During the probationary period, the department head shall submit quarterly reports to the First Selectman in writing, with a copy to the employee, evaluating the work of the employee. Upon successful completion of the probationary period, the employee shall be given written notice of such with a copy to the Union.

**SECTION 2.6 Dismissal** - During the initial probationary period, a department head may dismiss an employee with approval of the First Selectman. Dismissal during the probationary period shall be at the discretion of the Town in accordance with the Town Charter and may occur for no reason or for any reason including but not limited to demonstration of inability or unwillingness to perform the duties of the position, lack of dependability, habits which detract from job performances or incompatibility with the supervisor. Notification of such dismissal shall be in writing. Dismissal during the probationary period shall not be subject to grievance and/or arbitration.

**SECTION 2.7 Temporary Appointments** - Temporary appointments may be made when there is a bona fide vacancy which the Town has decided to fill, or when an employee is on extended leave of absence due to illness, leave of absence or other reasons. An appointment to a bona fide vacancy shall be for a period of not more than two (2) months unless mutually agreed to otherwise.

Qualified bargaining unit employees shall have preference for such appointments, provided that if, in the sole discretion of the Town, the position of a qualified bargaining unit employee would need to be filled during the period of temporary appointment, such employee shall not be eligible for the temporary appointment.

Employees, who are temporarily appointed to a higher classification within the bargaining unit for a full work day, shall be paid as if promoted to the position.

**SECTION 2.8 Emergency Appointments** - The Town, to facilitate the carrying on of public business or avoid loss or serious inconvenience to the public, when an emergency arises which will not permit the appointment of eligible persons, may appoint any qualified person during such emergency for a period of not more than ninety (90) work days unless mutually agreed to otherwise.

Qualified bargaining unit employees shall have preference for such appointments, provided that if, in the sole discretion of the Town, the position of a qualified bargaining unit employee would need to be filled during the period of temporary appointment, such employee shall not be eligible for the temporary appointment.

Employees, who are so appointed to a higher classification within the bargaining unit for a full work day, shall be paid as if promoted to the position.

**SECTION 2.9 Notification** - At the time of appointment or recall from a layoff, a letter signed by the First Selectman, or his/her designee, with a copy sent to the collective bargaining unit and the department head, will be prepared indicating the following:

- A. Rate of remuneration
- B. Hours of employment
- C. Flex-time schedule where applicable
- D. A copy of the job description of the position for which he or she has been hired.

#### ARTICLE 3 Classifications

**SECTION 3.1 Classification of Positions** - All positions substantially similar with respect to duties, responsibilities, authority and character of work shall be included within the same grade and the same schedule of compensation shall apply with equity under like working conditions to all positions in the same grade. No new position shall be allocated to a grade without negotiations and agreement with the Union, although the Town may make a temporary allocation pending negotiations. Position classifications are set forth in Appendix A to this Agreement.

**SECTION 3.2 New or Changed Classifications** - Whenever the Town creates a new job classification or changes an existing job, the Town shall notify the Union. Within seven (7) days following the receipt of the notice, the Union may request and negotiate concerning the appropriate pay rate for such new or changed classification. If the parties are unable to reach an agreement, the Union may submit the issue to arbitration.

**SECTION 3.3 Reclassification** - Positions, the duties of which have been changed materially so as to necessitate reclassification, shall be allocated to a more appropriate grade, whether newly created or currently existing, in the manner set forth in Section 3.1 and 3.2 above.

**SECTION 3.4 Re-evaluation** - Whenever an employee believes that his/her job consistently requires the performance of duties of a specific higher classification for a majority of the workday or if an individual's job has evolved over time to encompass additional duties, either the employee or the Union may request a hearing before the First Selectman relative to reclassification of the position in a manner consistent with the provisions of Section 3.1 above. Within thirty (30) days, the First Selectman or designee shall hold a hearing and shall render a decision within ten (10) days following the hearing. If the matter remains unresolved following the decision of the First Selectman or designee, the matter may be pursued through the contractual grievance and arbitration procedures. Requests in accordance with this provision may not be made more than once in a two-year (2) period regarding a specific position.

#### **SECTION 3.5 Part-Time Employees**

**A.** Part-time employees hired prior to the effective date of this Agreement and working less than seventeen and a half (17.5) hours on an annualized basis shall be reclassified to Grade T3 in lieu of paid vacation, holiday, or personal days. The parties have entered into a separate Memorandum of Understanding concerning the implementation of this change for current employees. Part-time employees hired after the effective date of this Agreement and working less than seventeen and a half (17.5) hours on an annualized basis shall be classified as Grade T3, Step 1. All such employees shall be entitled to excused unpaid time off to be calculated in accordance with the vacation and holiday

provisions for part-time employees working seventeen and a half (17.5) hours or more on an annualized basis as set forth in this Agreement.

**B.** The reclassification of these positions shall not be used for the justification of a re-evaluation request.

C. Part-time employees are not entitled to Step increases.

#### ARTICLE 4 Wages and Compensation

#### SECTION 4.1

#### A. Wage Rates and Steps

The wage rates for full time employees (for the purpose of this Article, those employees who are regularly scheduled to work at least seventeen and one-half hours per week) shall be set forth in Appendix B of this Agreement. The wage rates for part-time employees (for the purposes of this Article, those employees who are not regularly scheduled to work at least seventeen and one-half hours per week) shall be set forth in Appendix B of the Agreement. There shall be a ten step pay plan as set forth in Appendix B.

#### **B.** Wage Increases

- 1. Effective July 1, 2015 and retroactive thereto, the rates of pay for all bargaining unit employees shall be increased by two and a quarter percent (2.25%).
- 2. Effective July 1, 2016, the rates of pay for all bargaining unit employees shall be increased by two and a quarter percent (2.25%).
- 3. On or after January 1, 2017 the parties shall meet to negotiate any adjustments to wages for the duration of this Agreement.

#### C. Step Movement

Each full-time employee as defined above shall receive a step increase on their anniversary date of hire, or, if applicable, their anniversary date in a promotional position, and such payments as appropriate shall be retroactive to the effective date under the contract.

**SECTION 4.2 Rate of Pay on Transfer or Demotion** - When an employee is transferred from a position in one grade to a position in the same grade at the same level, he/she continues to be paid at the same rate of pay. When an employee is demoted to a lower grade, his/her salary shall be set at the step in the lower grade which is closest to, but does not exceed the former rate of pay.

**SECTION 4.3 Rate of Pay on Promotion** - When an employee is promoted, his/her rate of pay shall be in accordance with Appendix B on an appropriate step representing at least a five percent (5%) increase.

**SECTION 4.4 Starting Rate on Return from Military Service** - Any employee who leaves the Town service to enter the Armed Forces shall be reinstated to the extent required by state and federal law.

**SECTION 4.5 Reserve Duty** - Advance payment of salary is allowed to an employee called for Reserve Duty with the understanding that the employee will reimburse the Town the amount paid to him/her for Reserve Duty; such reimbursement amount is not to exceed the amount of advanced pay. The employee must sign an agreement to reimburse the Town the amount of his/her military pay if he/she wishes the Town to provide his regular pay prior to his/her submission of a military pay voucher. Normal payroll deductions and Town contributions for insurance purposes are continued to cover such periods.

**SECTION 4.6 Payment** - Employees shall be paid on a weekly basis, and the town will continue to provide direct deposit of pay checks.

**SECTION 4.7 Authorized Leave** - When absent because of authorized sick, vacation, or business leave, each employee is paid at the regular rate.

**SECTION 4.8 Absence Without Leave** – An employee absent without authorized leave shall forfeit his or her pay for the entire duration of such absence and will be subject to disciplinary action up to and including dismissal.

**SECTION 4.9 Payroll Deductions** - Credit Union - Employees are eligible to join the Dutch Point Credit Union and to request from the Finance Department that deductions be made from paychecks and automatically be deposited in their Credit Union accounts.

#### **SECTION 4.10 Rate of Pay on Recall**

**A.** When an employee is recalled from layoff to a position in the same grade as the employee held prior to layoff, the employee shall be paid at the rate for the step the employee held prior to being laid off.

**B.** When an employee is recalled from layoff to a position in a grade higher than the employee held prior to layoff, the employee shall be paid at the same step the employee held in the lower class in the higher classification.

**C.** When an employee is recalled from layoff to a position in a grade lower than the employee held prior to layoff, the employee shall be paid as if demoted to the lower grade from the step the employee held prior to being laid off.

#### **ARTICLE 5** Hours and Conditions of Employment

**SECTION 5.1 Attendance** - All departments shall maintain weekly attendance records for all employees.

**SECTION 5.2 Hours of Work** - The normal work week for full-time employees in the Assessor's Office, the Building Department, the Computer Department, the Finance Department, the Planning Department, Social Services, the Senior Center, the Tax Department and the Town Clerk's Office shall consist of 35 hours per week as follows: nine and a half (9.5) hours on Monday, seven (7) hours Tuesday through Thursday and four and a half (4.5) hours on Friday. For all other employees covered by this Agreement, the normal work week shall consist of 35 hours per week in five (5) consecutive days, seven (7) hours per day, exclusive of an unpaid hour for lunch, except for the Administrative Secretary I in Culture, Parks, and Recreation whose hours shall consist of forty (40) hours exclusive of an unpaid hour for lunch. **During the term of this agreement the Town and the Union agree to discuss a possible change in the hours of work to a 4 <sup>1</sup>/<sub>2</sub> day work week for Town Hall and Social Services. Work schedules shall be maintained as follows:** 

- A. Part-time Library employees: The Town shall schedule part-time Library employees in accordance with the needs of the Town as determined by the department heads at their sole discretion. Part-time employees shall not be guaranteed either a fixed schedule or a fixed number of hours of work per day or week. When hired, part-time employees shall be given a range of five hours for as the regular number of hours per week. Work schedules for part-time employees shall be posted at least two weeks prior to the first day of the work week. Extra hours opportunities shall be offered on a voluntary basis and may be assigned to employees who have previously performed the same or similar work. Where two or more employees volunteer for the extra hours, the hours shall be assigned on a rotating seniority basis. If there are no volunteers, the Town may assign extra hours on a rotating seniority basis starting with the least senior part-time employee.
- **B.** Thirty-five (35) hours per week-employees assigned to Town Hall shall normally work Monday through Friday as set forth above. Notwithstanding the preceding, the Town reserves the right to implement an extended hours program and shall negotiate with the Union over the impact of its decision.
- **C.** Work schedules for full-time Library employees shall be continued in accordance with current practice.
- **D.** The Administrative Secretary I in Culture, Parks, and Recreation shall be scheduled to work Monday through Friday, 8:00 a.m. to 5:00 p.m., with a one (1) hour unpaid for lunch.
- **E.** The Administrative Secretary I in the WPCF shall be scheduled to work Monday through Friday, 7:30 to 3:00 p.m. with a one-half hour unpaid lunch.

**SECTION 5.3 Call Back** If an employee is given less than 24 hours notice that such employee must return to work at a time which is not contiguous with the employee's regular start or finish times, such employee shall be paid a minimum of four (4) hours pay or pay for the actual hours worked, whichever is greater.

**SECTION 5.4 Payment for Hours Worked and Overtime** - Employees shall be paid their regular straight time hourly rate for all hours worked in any work week up to forty (40) hours per week. With the approval of the employee's immediate supervisor, hour for hour compensatory time off may be taken within the same work week for hours worked in excess of seven on any day.

Employees shall be paid at a rate of time and one-half for all hours actually worked in the work week in excess of forty (40) hours.

Non-exempt full-time employees shall be paid at the rate of double time for hours worked on a Sunday or a holiday. To be eligible for double time, an employee must be requested or required by the Department Head to work the Sunday or holiday.

**SECTION 5.5 Compensatory Time** - In lieu of overtime compensation, compensatory time off will be offered to non-exempt employees at the rate of time and one-half subject to the following provisions:

- **A.** A maximum of ninety (90) hours of compensatory time (sixty (60) hours of work at the overtime rate) may be accumulated;
- B. Requests for compensatory time off will be granted by mutual agreement between the employee and his/her immediate supervisor;
- **C.** An employee who has accrued compensatory time off shall, upon termination of employment, be paid for unused compensatory time at the higher of either his/her regular final rate or the average regular rate received by the employee during the last three (3) years of employment.

#### **SECTION 5.6 Reporting Pay**

**A.** Any employee who reports to a meeting and who was not notified prior to the regular close of Town Hall business that such a meeting was canceled, shall be paid for all hours worked but not less than two hours pay or \$48, whichever is greater, even if such meeting is canceled.

**B.** An employee who was scheduled to work at a meeting and was notified prior to the close of Town Hall business on the day of the meeting, that the meeting was canceled shall not receive Reporting Pay.

**C.** An employee who reports to a meeting and the meeting is less than (2) hours shall receive Reporting Pay. The meeting shall include the time spent recording the meeting and transcription of the minutes thereof.

#### ARTICLE 6 Leaves of Absence

**SECTION 6.1 Sick Leave** - When it is necessary for any employee to take sick leave due to a non-occupational illness or disability, the salary of bargaining unit employees shall be continued for a period not to exceed six (6) months.

**A.** Notification of Illness - In order to be paid for sick leave, an employee must notify his department head as soon as possible but not later than within one (1) hour of the time the employee is due to report for duty.

**B.** Use of Sick Leave - Sick leave shall not be considered a privilege to be used at any employee's discretion, but shall be allowed only in the following cases:

- 1. Personal illness or physical incapacity
- 2. Enforced quarantine of the employee in accordance with community health regulations.
- 3. Family illness or physical incapacity for which employee may apply up to five (5) paid sick leave days and may use up to an additional five (5) unpaid leave days. An employee may, at his/her discretion, use other accrued leaves for family illness or incapacity.
- 4. Any other reason specifically permitted under applicable State and/or Federal statutes, including but not limited to the State of Connecticut's Public Act 11-52.

**C.** Medical Reporting Requirements - The Town may require a doctor's certificate or other proof of illness after three (3) consecutive days of sick leave or in case of suspected abuse where the employee has been warned in accordance with the Disciplinary Action article. The doctor's certificate will include anticipated length of an employee's absence, date employee can safely return to work, and any physical limitations imposed by the illness.

When the Town believes it is necessary in order to assess the merits of a request for extended sick leave, the Town may require an employee requesting such leave to submit medical certification in the form that is provided for under the Family and Medical Leave Act of 1993.

Medical certificates shall be kept as part of an employee's medical record file. The parties consider medical records to be confidential and not subject to public disclosure unless so ordered by a non-appealable order of a court of competent jurisdiction.

**D.** Medical Appointments - Medical appointments that cannot be scheduled outside the employee's regular work day may be scheduled during work time with prior approval of his/her supervisor as follows:

- 1. If the appointment is less than one-half (1/2) day, the time may be made up within the payroll period or may be charged to accrued leave.
- 2. If the medical appointment is longer than one-half (1/2) day, the time may be charged to accrued leave.
- 3. Medical appointments may be taken at the end of the workday in lieu of a lunch break.

**SECTION 6.2 Family and Medical Leave Act** - Employees may be eligible for unpaid FMLA leave in accordance with federal law. As part of the leave allowed under the law, employees must exhaust applicable paid time off which time off shall be credited toward the FMLA leave allowance, except at the employee's option, he/she may save up to two (2) weeks of vacation. Entitlement to such leave shall be computed utilizing a rolling twelve-month period measured backward from the date leave is used.

**SECTION 6.3 Occupational Injury Leave** - Injury leave as distinguished from sick leave means paid leave given to an employee because of the absence from duty caused by an accident or injury that occurred while the employee was engaged in the performance of his/her duties.

The Town will supplement for a period not to exceed six (6) months the payments made under Workers' Compensation Insurance so that the employee will receive his/her normal weekly pay for the period of time he/she is on injury leave.

**SECTION 6.4 Personal Leaves of Absence** - The First Selectman upon recommendation of the department head may grant leaves of absence when necessary, with or without pay, up to a maximum of sixty (60) working days. The Board of Selectmen may grant leaves of absence for periods longer than two (2) months. An approved leave of absence will have no effect on the employee's benefits or length of service.

**SECTION 6.5 Bereavement Leave** - The Town allows up to five days off, with pay, for the death of a spouse, parent, child, step-child or grandchild; up to three (3) days off, with pay, for the death of a parent-in-law, sibling or grandparent and one (1) day off with pay for the death of the employee's niece, nephew, aunt or uncle. Employees may request additional time off for attendance at a funeral not provided for herein. Such time off may be without pay or charged to accrued leave. Such request shall not be unreasonably denied.

**SECTION 6.6 Military Leave** - The First Selectman shall grant Military Leave upon request for active duty in the National Guard or Armed Forces in accordance with state and federal law.

**SECTION 6.7 Jury Duty** - An employee called to jury duty shall notify the Town immediately of his or her selection. Such employee shall continue to be paid his or her regular pay as required under Section 51-247a(a), as is or as amended, of the Connecticut General Statutes. Any employee who is released from jury duty on any given work day is required to report to work if there are four (4) or more hours left in the work day.

**SECTION 6.8 Personal Days** – Full-time employees shall be entitled annually to three (3) personal days which may be used for personal business which cannot be scheduled during non-work hours. Personal days cannot be accumulated from year to year.

#### ARTICLE 7

#### **Holidays**

#### **SECTION 7.1 Paid Holidays**

**A.** The following holidays shall be granted with pay. Part-time employees working less than seventeen and a half (17.5) hours on an annualized basis shall be excused without pay for these holidays based on the calculations set forth in Section D below:

New Year's Day	Labor Day
Martin Luther King, Jr. Day	Veteran's Day
President's Day	Thanksgiving Day
Good Friday	Day following Thanksgiving
Memorial Day	Christmas Eve
Independence Day	Christmas Day

One (1) additional floating holiday shall be observed each year which shall be determined by mutual agreement between the employee and his/her supervisor.

- **B.** When a holiday falls on a Saturday, the preceding Friday shall be the day off and when a holiday falls on a Sunday the following Monday shall be the day off. Exceptions to this section shall be mutually agreed to. When Christmas Eve and/or Christmas Day falls on a weekend, days off shall be scheduled to ensure that employees receive a day off for each holiday.
- C. Attendance on Days Prior to and Immediately after a Holiday Employees are not paid for holidays unless they work the last scheduled day prior to the holiday and the first scheduled day after the holiday unless such employees are on vacation, or have documented illness or on leave authorized by the First Selectman or Department Head.
- D. Part-Time Employees- Part-time employees working seventeen and a half (17.5) hours or more on an annualized basis shall receive holiday pay based upon one-fifth (1/5) of their straight time weekly pay for the holiday. It is the intent of parties that part-time employees receive the same weekly pay for weeks in which a holiday falls. If the holiday falls on an employee's regularly scheduled work day, the employee may work additional hours during that week in order to provide for no loss in weekly pay. If the holiday falls on an employee's regularly scheduled day off, the employee may take hours equivalent to the holiday pay on order to provide for the same weekly pay. However, Commission Secretaries are not entitled to holiday pay or time off from work pursuant to this Section.

#### **ARTICLE 8**

#### Vacations

**SECTION 8.1** - Employees shall earn paid vacation time for each completed month of service in accordance with the following:

0 to 6 years	.83 days per month		
Over 6 and up to	1.25 days per month		
and including 10 years			
Over 10 and up to			
and including 15 years	1.46 days per month		
Over 15 years to 16 years	1.66 days per month		
Over 16 years to 17 years	1.75 days per month		
Over 17 years to 18 years	1.83 days per month		
Over 18 years to 19 years	1.92 days per month		
Over 19 years to 20 years	2.00 days per month		
Over 20 years	2.08 days per month		

**SECTION 8.2** – **Part-Time Employees**- Vacation for eligible part-time employees (parttime employees working seventeen and a half (17.5) hours or more on an annualized basis) shall be prorated based upon the number of hours worked weekly compared to the regular work week. For the first year, the employee's monthly accrual shall be based upon the number of hours for which the employee was hired. After the first year, for employees who are not scheduled to work the same hours each week, the employee's monthly accrual shall be based upon the average weekly hours for the previous year. Part-time employees working less than seventeen and a half (17.5) hours on an annualized basis may be excused from work without pay based upon the above vacation time schedule and calculation.

**SECTION 8.3** – Accrual of Vacation- Employees shall accrue vacation from the date of employment, but are not eligible to take vacation time during the first six (6) months.

**SECTION 8.4 Credit Upon Termination**- Employees shall be paid for all accrued vacation at time of termination at the employee's rate of pay at termination.

**SECTION 8.5 – Carry Over of Vacation** Under normal circumstances, vacation earned in one fiscal year shall be used by the end of the next fiscal year. However, under extenuating circumstances, the First Selectman may permit the carry-over of up to a maximum of ten (10) days for a period not to exceed six months.

**SECTION 8.6 – Payment of Salary in Lieu of Vacation** - No salary is paid to an employee in lieu of vacation.

**SECTION 8.7 Break in Service-** Vacation time is determined by the length of continuous service with the Town. For purposes of computing vacation time, employees who leave the Town service and who are re-employed within one (1) year shall have their service bridged for purposes of vacation accrual.

**SECTION 8.8 - Advanced Vacation** - No employee may take vacation time beyond the amount earned except in the most unusual of circumstances. Requests for advanced vacation will be approved by the First Selectman.

**SECTION 8.9 Advanced Vacation Pay-** In order for employees to receive vacation pay in advance, the Personnel Action Form reporting vacations to be taken must be received in the Finance Department at least one (1) week before the day of last payroll distribution before the start of vacation to allow for the drawing of the check.

**SECTION 8.10 - Use of Individual Vacation Days** - Vacation may be taken in single or half-day increments if the employee wishes and it is approved by the department head, but no employee shall be forced to take vacation time in one (1) day increments. Employees are encouraged to take vacation in five (5) day blocks

**SECTION 8.11** - Holiday Celebrated During Vacation - Observed holidays established by this contract are not considered in the computation of vacation credit as a part of the vacation time.

**SECTION 8.12 - Sickness While on Vacation** – If an employee becomes ill while on vacation, he/she may charge such illness to sick leave if a medical certificate confirms said illness.

#### ARTICLE 9 Insurance and Other Benefits

**SECTION 9.1 Health Insurance Plan Design:** The Town offers three health insurance plan options including a preferred provider organization (PPO) option, a health maintenance organization (HMO) option and a high deductible health plan (HDHP) option including a health savings account (HSA). Effective June 30, 2017 the PPO option will no longer be offered. The plan designs for these options shall be posted in Appendix C of this Agreement. The Town will also provide eligible family members coverage for any employee who elects such coverage. The Town reserves the right to change insurance carriers provided that coverage under new plans is equal to coverage presently in effect including access to health care providers, and further provided that the Union is notified of the proposed change at least thirty (30) days prior to implementation.

There shall be a one-time special open enrollment period for thirty-one (31) days to give eligible employees the opportunity to consider all three plan options and to be held as soon as practicable following implementation of this Agreement.

**SECTION 9.2 Health Insurance Plan Employee Contributions:** Employees shall pay a percentage of their health insurance cost allocation according to the following schedule. The Town shall pay the remaining premium costs each year:

- A. **High Deductible Health Plan (HDHP):** 15% for all employees effective July 1, 2015.
- B. Health Maintenance Organization:

- 1. Employees currently contributing 15% move to 16% upon implementation of this Agreement; and to 17% effective July 1, 2016.
- 2. Employees currently contributing 17% move to 17.5% upon implementation of this Agreement; and to 18% effective July 1, 2016.
- 3. Employees currently contributing 20% will remain at 20%; and all new employees shall contribute 20%.

#### C. Preferred Provider Organization:

- 1. Employees currently contributing 15% move to 16.5% upon implementation of this Agreement; and to 18% effective July 1, 2016.
- 2. Employees currently contributing 17% move to 18.5% upon implementation of this Agreement; and to 20% effective July 1, 2016.
- 3. Employees currently contributing 20% will remain at 20%; and all new employees shall contribute 20%.

#### D. Credit for Declination of Health Care Coverage:

Full-time employees eligible to participate in the Town of Simsbury's health care plans who decline to participate will receive an annual credit of \$2,000 pro-rated and credited on a monthly basis. In the event that an employee experiences a qualifying event and seeks to enroll in the Town's health care plans, and provided that the employee is otherwise eligible to participate in the plans, the credit will be discontinued beginning in the month the enrollment takes place. Employees electing to receive the credit may not participate in the Town's health care program through coverage of a spouse or family member. Payments under this program shall not be retroactive and shall begin upon the effective date of this Agreement.

**SECTION 9.3 Dental Coverage:** CIGNA Dental Coverage (Group Plan 0320442-03) for employees and eligible family members at the premium rates set forth in Section B above.

**SECTION 9.4 Term Life Insurance:** Term life insurance (employee only) in the amount of \$5,000 shall be paid by the Town, and up to twice the annual salary of the employee, provided the employee contributes \$.20 per \$1,000 of coverage.

**SECTION 9.5 Long Term Disability:** Long Term disability coverage (employee only) after the six month waiting period, benefits equal to sixty percent (60%) salary shall be paid by the Town.

**SECTION 9.6 Insurance for Certain Part-Time Employees:** Part-time employees who work more than 17.5 hours may join the group insurance plans except long-term disability, with the Town paying fifty (50%) of the premiums for the employees, not dependents, of those who choose to join. Dependents may be included in health insurance coverage with the employee paying one hundred percent (100%) of dependent's premium. Part-time employees who work an average of at

least thirty (30) hours a week on an annualized basis are entitled to participate in health care options available to full-time employees at the same contribution rates as new employees. Such employees shall be entitled to participate in the Special Open Enrollment described in Section 9.1 above.

**SECTION 9.7 Retiree Health Insurance:** Employees who are eligible and who retire before age 62 have the option of remaining on the Town's group health coverage at their own expense. At age 62, the Town begins providing payment for a retired employee's health coverage provided coverage had not been discontinued. Those who elect to leave the plans may not reenter. If the insurance carrier rejects the continuance of any Simsbury retiree as a member of the group, the Town will not be held liable for continuing in any other manner. Upon reaching age 65, the Town provides supplemental insurance coverage. Those retiring after 1/1/92 will pay 25% of the premium charged to the Town. Retirees pay 100 percent for spouse and dependents' coverage.

A Retiree, at his/her own expense, may choose to elect coverage for spouse and dependents in accordance with the plan's rules and regulations. If the Retiree dies or otherwise becomes ineligible for coverage, the retiree's spouse and/or dependents shall be granted such continuation rights as COBRA or other state or federal law may provide.

**SECTION 9.8 Retiree Dental Insurance:** Retired Town employees have the option to remain on the Town's group dental coverage at their own expense and also pay for continuing dental coverage for spouse and dependents. If the Retiree dies or otherwise becomes ineligible for coverage, the Retiree's spouse and/or dependents shall be granted such continuation rights as COBRA or other state or federal law may provide.

**SECTION 9.9 Fringe Benefits While on Workers' Compensation or Long Term Disability:** During an employee's absence under the Town's disability plan or Workers' Compensation, the Town continues to pay the employee's fringe benefits. It is the employee's responsibility to continue payment for any contributory portion of benefits.

**SECTION 9.10 COBRA Benefits:** Federal law requires that employers sponsoring group health insurance plans offer employees and their families the opportunity for continuation coverage at group rates in certain instances where coverage would otherwise end. An employee who loses medical or dental coverage as a result of reduction in hours or termination of employment (other than gross misconduct) may receive continued coverage at their own expense for 18 months; the maximum coverage period is 36 months for any other qualifying event.

#### **SECTION 9.11** Other Post Employment Benefits ("OPEB") Trust:

- A. Employees hired on or after July 1, 2013 shall contribute two percent (2.00%) a year for a period of 10 years, commencing on their date of hire, to the Town's OPEB Trust. It is the intent of the parties that all successor agreements shall include this contribution provision in order to reflect the 10 year contribution requirement for new hires after July 1, 2013.
- B. Commencing on July 1, 2013, employees hired on or before June 30, 2013 shall contribute the following percentages of annual base salary to the OPEB Trust according to the following schedule:
  - 1. Effective July 1, 2013, one half percent (0.50%);
  - 2. Effective July 1, 2014, one percent (1%);

- 3. Effective July 1, 2015, one and a half percent (1.5%);
- 4. Effective July 1, 2016 and thereafter, two percent (2%)
- 5. Employee contributions shall cease effective July 1, 2023.
- C. An employee with less than five (5) years of service is not entitled to any retiree health benefit, and is entitled to a one-hundred percent (100%) refund of the employee's OPEB contributions upon separation from employment with the Town. An employee with five (5) years or more of service with the Town is entitled to a one hundred percent (100%) refund of the employee's actual contribution only if the employee (1) does not elect retiree health coverage; or (2) is not entitled to retiree heath coverage for any other reason.
- D. Once the OPEB Trust is fully funded (as defined by the Town's actuaries), the parties agree to negotiate a potential modification of the OPEB contributions.

#### **SECTION 9.12 Retirement Plans**

A. All employees in the bargaining unit who are hired by the Town of Simsbury on or before June 30, 2013 and who meet the eligibility requirements of the plan are covered by the Town's Pension Plan: Town of Simsbury - General Government Employees Retirement Income Plan Number (IN 15526) which was in effect on July 3, 1992 (as amended).

- B. Effective July 1, 2013 employee contributions to the Town's Pension Plan shall be increased from two percent (2.00%) to five percent (5.00%) according to the following schedule:
  - 1. Effective July 1, 2013 employees shall contribute two and one-half percent (2.50%) of their compensation into the pension plan.
  - 2. Effective July 1, 2014 employees shall contribute three percent (3.00%).
  - 3. Effective and retroactive each July 1 thereafter, employees shall contribute an additional one-half percent (0.50%) of their compensation to the pension plan until the Employee contribution reaches five percent (5.00%) of their compensation.
- C. Employees hired after June 30, 2013 and before January 1, 2016 shall have the following retirement benefit options:
  - 1. Participation in General Government Defined Benefit Plan: the employee may participate in the plan provided the employee contributes seven percent (7%) of compensation as defined by the plan. All other provisions of the plan as stated in the plan documents apply.
  - 2. Participation in Defined Contribution Plan: Alternatively, the employee may elect to participate in the defined contribution plan. The Employer shall contribute six percent (6.00%) of the employee's salary to the plan at no cost to the employee. Employees have the option of contributing up to the maximum amount allowable by law. There shall be a rolling 5 year vesting period for employer contributions, provided that all employer contributions shall vest upon the completion of the fifth year and thereafter. Employees electing the defined contribution plan may not elect to participate in the defined benefit plan at a later date.

- 3. Employees covered by this provision 9.12(C) shall have the option to convert their plans to the plan options available to employees hired on or after January 1, 2016 as described below.
- D. Employees hired on or after January 1, 2016 shall have the following retirement benefit options:

1. Participation in General Government Defined Benefit Plan: the employee may participate in the plan provided the employee contributes ten percent (10%) of compensation as defined by the plan. All other provisions of the plan as stated in the plan documents apply.

2. Participation in Defined Contribution Plan: Alternatively, the employee may elect to participate in the defined contribution plan subject to the following terms:

<b>Employee Contribution</b>	<b>Employer Contribution</b>	Total Contributions
2% (mandatory)	2%	4%
4% total	7% total	11%
Additional as permitted by	No contributions beyond	
law and regulation	7% total	

There shall be a rolling 5 year vesting period for employer contributions, provided that all employer contributions shall vest upon the completion of the fifth year and thereafter. Employees electing the defined contribution plan may not elect to participate in the defined benefit plan at a later date.

- E. Any employee who retires from Town service, and who utilizes any or all of the 2009-2010 contract year for the purpose of calculating his or her final average earnings, shall be entitled to include an imputed wage increase of three percent (3%) in calculating his or her final average earnings notwithstanding the provision of Article 4 section 1.B.4 subject to applicable limitations imposed by the Internal Revenue Code.
- F. Employees and the Union shall have the right to inspect and obtain copies of Plan documents.
- G. Employees will receive a summary plan description 90 days after they begin work, and at least once every four years. Employees will be notified of any substantial Plan changes within 30 days after the effective date of such change.
- G. Each year employees will receive a current annual retirement statement with personalized information.

**SECTION 9.13 Deferred Compensation** - All employees are eligible to participate in the Deferred Compensation Plan in accordance with applicable federal and state laws.

**SECTION 9.14 Credit Union** – Employees are eligible to join the Dutch Point Credit Union and to request from the Finance Department that deductions be made from paychecks and automatically be deposited in their Credit Union accounts.

**SECTION 9.15 Employee Assistance Program** – Employees may participate in the Child and Family Services Employee Assistance Program. Participation is voluntary and confidential. The Town will fund the cost of the program. Northing contained herein shall prohibit the Town from changing EAP providers.

#### SECTION 9.16 Health Incentive Program

- A. The Town will introduce an optional wellness program designed to help employees better manage their own health. Employees who choose to participate in the program will receive:
  - 1. a one-time financial incentive payment of \$100 for participating in the wellness program. Participation in the program shall include participation in an onsite confidential health evaluation conducted by the wellness provider (to include provision, by the employee, of a medical history and participation in a blood pressure reading and a blood draw as determined by the wellness provider); and
  - 2. in the second year of the program and all subsequent years covered by this agreement, for those employees who maintain participation in the wellness program and meet the employee-specific health goals established by the wellness program provider, a health care premium rate 2% lower than the applicable premium rate set forth in Section 9.2 of this agreement.
- B. The Town shall not be provided with any employee-specific health, medical or genetic information by the wellness provider. Both the Town and the wellness provider shall comply with all federal and state laws, including but not limited to ADA, GINA, and HIPAA, prohibiting the unauthorized disclosure of employee medical and genetic information. The wellness provider shall be permitted to provide the Town with aggregate data designed to help the Town identify the health needs of the workforce, the need for specific health improvement programs and the measurable return the program offers to the Town and its employees.
- C. Implementation of the proposal is contingent upon participation by a sufficiently large number of Town Employees.

#### **SECTION 9.17 Health Insurance Issues Study Committee**

The parties shall establish a Health Insurance Issues Study Committee, composed of two (2) members from each bargaining unit and three (3) members of Town management. The charge of the Committee shall be to study current developments in the laws and regulations governing employer-provided health insurance plans, alternative delivery models (e.g., private exchanges, public exchanges) and plan options as may be permitted by law, and the implications of the Affordable Care Act, including the "Cadillac" tax for the Town and the membership of the bargaining units. The goal of the Committee includes identification of a mutually acceptable strategy to mitigate the financial impact of the "Cadillac" tax on the Town and its employees. The provisions of this agreement related to medical insurance shall

be subject to renegotiation with an effective date for any changes of July 1, 2017. The Committee shall commence its work upon the ratification of this agreement and shall conclude its work in time for the re-opener.

#### ARTICLE 10 Separations

**SECTION 10.1 Resignation** - An employee in good standing desirous of leaving the Town shall provide a written resignation two (2) weeks before the effective date. Failure to comply with the two (2) weeks notice may be cause for denying future employment with the Town. The First Selectman may permit a shorter period of notice because of extenuating circumstances. An employee who is leaving will be scheduled with his department head or First Selectman, or designee, for an exit interview to cover pension benefits, any vacation accrued, continuance of health insurance benefits, reasons for leaving, etc. within two (2) weeks of the submission of the resignation notice.

Employees are normally expected to provide written notice to the Office of First Selectman of their intention to leave the Town's employment two weeks in advance of their last day of work. This two weeks written notice shall be considered a "working" notice period. It is expected that an employee will be at work during the period of notice.

If, after requesting and being granted vacation leave, a floating holiday, compensatory time, and/or earned days, an employee gives the notice described above and seeks to utilize any of the various types of leave specified above during the "working" notice period, the Town will have the right to reconsider the granting of the leave request, including the withdrawal of a previously approved leave. The Town will have two business days from the Office of First Selectman's receipt of the notice described above to reconsider such a leave request.

While the Town has the right to withdraw its approval of leave, there shall be no loss of accrued benefit based upon the Town's subsequent denial of a previously granted request. To the extent the collective bargaining agreement provides for that accrued benefits are to be paid upon termination of employment, the benefits will be paid at the rate in effect on the last day of the notice period.

Following the receipt of the written notice described above, employees' requests for vacation leave, floating holiday, compensatory time and earned days shall be considered by the Town. The Town will have two business days from the Office of First Selectman's receipt of the employee's request to render a decision.

#### **SECTION 10.2 Layoff**

**A.** Definition - A layoff is defined as the involuntary, non-disciplinary separation of an employee from Town service.

**B.** Order of Layoff – The Town will determine the position or positions within any department which will be subject of a layoff. If there is more than one bargaining unit employee in the position selected for layoff, layoff shall take place in inverse order of seniority.

**C.** Job Security – No bargaining unit employee shall be laid off or have his or her hours reduced through June 30, 2010

#### D. Bumping

1. Full time employees:

Provided that he/she is qualified to perform the work, the least senior employee in the department in the position subject to layoff may displace in the following order:

a. the least senior probationary employee in a lateral bargaining unit position;

b. the least senior regular full-time employee occupying a lateral bargaining unit position;

c. the least senior probationary employee in a lower classified bargaining unit position;

d. the least senior regular full time employee in a lower classified bargaining unit position;

e. the least senior part-time employee occupying a lateral bargaining unit position;

f. the least senior part-time employee in a lower classified bargaining unit position;

g. the least senior seasonal, temporary, or contractual employee in a lateral bargaining unit position;

h. the least senior seasonal, temporary, or contractual employee in a lower classified bargaining unit position.

2. Part-time employees:

Provided that he/she is qualified to perform the work, the least senior parttime employee in the department in the position subject to layoff may displace in the following order:

a. the least senior part-time probationary employee in a lateral bargaining unit position;

b. the least senior part-time employee in a lateral bargaining unit position;

c. the least senior part-time probationary employee in a lower classified bargaining position;

d. the least senior regular part-time employee in a lower classified bargaining unit;

e. the least senior part-time seasonal, temporary, or contractual employee in a lateral bargaining unit position;

f. the least senior part-time seasonal, temporary, or contractual employee in a lower classified bargaining unit position.

Seniority for part-time employees shall be on pro-rata basis based upon number of hours worked.

**E. Seniority** – Subject to G below, layoff for two (2) years or less shall not constitute a break in service, provided that no additional seniority shall be accrued during layoff.

**F.** Notice of Layoff - The Town will make every effort to give at least thirty (30) days prior notice of layoff, except in cases of emergency. It is agreed that in any event the Town will give fourteen (14) days prior notice of layoff, or, in lieu thereof, two (2) weeks pay.

**G. Re-employment List** - Recall shall be in inverse order of layoff provided the employee is qualified to perform the work. An employee shall remain on the recall list for a period of two (2) years. Notice of recall to the same or substantially similar position shall be made by certified mail to the employee's address of record, it being agreed that employee must keep the Town informed of address changes. Failure to respond to such notice within the earlier of three (3) working days of receipt of notice or fifteen (15) days after mailing shall constitute a refusal of recall and seniority will be broken as of the date of such refusal. Failure to return to work within the earlier of two (2) weeks after receipt of notice or eighteen (18) days after mailing of such notice shall also constitute refusal of recall and seniority will be broken as of the date of such refusal. No new employee shall be hired into a bargaining unit position until laid off employees eligible for recall and qualified for the position have been offered reemployment.

**H.** Fractionating Bargaining Unit Positions - During the life this agreement, no fulltime bargaining unit position shall be fractionated in such manner as to diminish the number of fulltime positions for the purposes of reducing employee's wages and benefits.

**I. Reduction in Hours** - If a full-time employee or regular part-time employee has his/her hours reduced, this reduction shall be considered a layoff for the purposes of this Article.

**SECTION 10.3 - Death** - All compensation due in accordance with Section 5.5 and 8.4 is paid to the estate of the employee, except for such sums as by law may be paid to the surviving spouse.

**SECTION 10.4 Conditions of Separation** - At the time of separation and prior to final payment, all records, assets, or other items of Town property in the employee's custody are transferred to his/her department head. Any amount due because of a shortage in the above will be collected through appropriate action.

**SECTION 10.5 Payment of Earned Compensation and Leave Upon Separation** - Employees who leave the Town service shall receive payment for all earned vacation leave and perfect attendance leave.

#### ARTICLE 11 Disciplinary Action

**SECTION 11.1 Disciplinary Action** - No employee shall be disciplined except for just cause. Ordinarily, disciplinary action for employees is a four-stage process, except in the case of a serious offense. The First Selectman may depart from the following order or omit steps where warranted by the nature of the offense. The four stages are as follows:

**A. Oral Reprimand** - This is a verbal warning for poor job performance or other problem. The supervisor will outline the specific problem and areas that need to change, may set goals and time frame for performance improvements. if appropriate, and will inform the employee of future disciplinary action in case of continued poor performance or problems. Oral reprimands are documented by the supervisor and placed in the employee's personnel file with a copy to the employee.

**B**. **Formal Reprimand** - The supervisor gives the employee a formal reprimand in writing and places it in the individual's personnel file. The written reprimand shall include the date(s) and description of the incidents and statement of further disciplinary action should the situation not improve, and shall be signed by the employee or other witness, with a copy given to the employee.

**C. Suspension** - The supervisor may remove the employee from his job and suspend him/her with or without pay with the signed approval of the Department Head and First Selectman for a period not to exceed thirty (30) days. A written memorandum will outline the circumstances leading to the suspension and set goals for improvement, if appropriate. It is reviewed with and signed by the employee and permanently placed in the employee's Personnel File and a copy sent to the Union President within one (1) day of issuance.

**D**. **Dismissal or Demotion** - If previous discipline has not resulted in the required improvement, or when the misconduct is serious enough to warrant this action, the First Selectman may dismiss or demote the employee. The basis for dismissal or demotion is summarized in a letter of dismissal or demotion of the employee and a copy of the letter sent to the Union President within one day of issuance.

**SECTION 11.2** Prior to a suspension without pay or dismissal or demotion, an employee shall be given the opportunity to attend a predisciplinary hearing before the First Selectman, or his/her designee, which shall be informal, at which time the employee shall have the opportunity to present his/her position.

**SECTION 11.3 Union Representation** - An employee shall be entitled to Union representation upon his/her request at investigations which the employee reasonably believes will result in discipline, at predisciplinary hearings referenced in Section 11.2, at meetings during which discipline is administered and at each step of the grievance procedure. The employee's exercise of this right shall not cause undue delay in any investigation, meeting or hearing.

**SECTION 11.4 Complaint Against Employee** - No record of complaint against any employee shall be kept in an employee's personnel file unless the affected employee receives a copy of such complaint. An employee shall be given a copy of any complaint which is the basis of any disciplinary action.

A complaint which does not form a basis for disciplinary action shall not be kept in an employee's personnel file.

**SECTION 11.5 Employee Compelled to Offer Evidence Against Self** - In the event a grievance concerning an employee's discipline or dismissal goes to arbitration, the Town will not call the grievant as a witness.

#### **ARTICLE 12** Grievance and Arbitration Procedures

**SECTION 12.1 Definition** A grievance is defined to be a dispute or disagreement arising out of any of the following:

- (a) Discharge, involuntary demotion, suspension or other forms of disciplinary action.
- (b) Prohibited discrimination.
- (c) Interpretation or application of specific rules, regulations, or policies of the Town.
- (d) Interpretation or application of a specific provision of this Agreement.

(e) Job Specification. An employee may grieve that the duties assigned are not normally or reasonably expected to be performed in accordance with the overall job specifications.

#### **SECTION 12.2** Time Limits

**A**. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each step is considered as a maximum. The time limit specified may, however, be waived by mutual agreement. This agreement shall be confirmed in writing.

**B.** If an employee does not file a written grievance at step one of the formal procedure within fifteen (15) working days after the employee knew or can reasonably be expected to have known of the act or condition on which the grievance is based, then the grievance is considered waived.

**C.** Failure of the aggrieved at any step to appeal a grievance to the next step within the specified time limits is deemed to be acceptance of the last decision rendered.

**D.** Failure of the Town to render a decision within a specified time limit is deemed to be denial of the grievance submitted, and the aggrieved may proceed to the next step within the time limit which would apply if a written denial had been rendered on the day on which the time period for response expired.

#### **SECTION 12.3 Procedure**

**A.** Any employee may use this grievance procedure with or without Union assistance. Should an employee process a grievance through one or more steps provided herein prior to seeking

Union assistance, the Union may process the grievance to the next succeeding step following that which the employee has utilized.

### B. Steps

1. The aggrieved employee shall first notify his/her immediate supervisor and his/her Union representative in writing of the nature and facts of the grievance within fifteen (15) working days after its occurrence. The immediate supervisor shall meet and discuss the grievance with the employee and the Union representative and notify the employee and the Union of his/her decision in writing within six (6) working days after the employee notification.

2. If a satisfactory solution is not reached under Step 1 above, the employee or the Union shall submit the nature and facts of his/her grievance in writing to the Department Head within five (5) working days of receipt or due date of the decision rendered at Step 1 above. After the Department Head receives such grievance, he/she shall meet as soon as practical and discuss the matter with the concerned parties and shall notify the employee and the Union of the decision in writing within six (6) working days of the receipt of the grievance. If the employee's immediate supervisor is the Department Head, he or she proceeds to Step 3.

3. Grievances not settled at the department head level, or for which a reply is not given in the specified time, shall be submitted in writing to the First Selectman within five (5) working days of receipt or due date of the decision rendered at Step 2 above. The First Selectman shall meet with the employee and/or the Union, and such other persons as the First Selectman deems necessary for the discussion and settlement of the grievance. The First Selectman shall render a written resolution of the grievance within ten (10) working days of its receipt.

4. Grievances that cannot be settled by the First Selectman may be submitted to the Personnel Subcommittee for a decision within five (5) working days of receipt or due date of the decision rendered at Step 3. The Personnel Subcommittee shall hear the grievance within thirty (30) days of its receipt of the grievance and shall render its written decision within fifteen (15) days after such hearing.

**SECTION 12.4 Arbitration** - If the Union is not satisfied with the decision of the Personnel Subcommittee, it may appeal the decision to arbitration. Such submission to arbitration shall be made no later than ten (10) working days after receipt or due date of the decision at Step 4, with a simultaneous copy of the submission to the other party. The cost of the arbitration shall be born equally by the parties and both parties shall be bound by the decision of the arbitrator(s), provided however, that the arbitrator(s) may not add to, delete from, or modify in any way the provisions of this Agreement.

In grievances regarding discharge, or for which the Town has a substantial, ongoing, potential financial, liability (in excess of \$5,000), grievance(s) shall be submitted to the American Arbitration Association in accordance with its rules and regulations. Underlying discipline which is part of the basis for a discharge and for which grievances are pending before the Connecticut State Board of Mediation and Arbitration shall be refiled with the American Arbitration Association.

All other grievances shall be submitted to the Connecticut State Board of Mediation and Arbitration in accordance with its rules and regulations.

**SECTION 12.5** All grievances initiated by employees regarding decisions or actions made by the First Selectman shall be filed at Step 3 of the grievance procedure. Said grievance shall be filed within fifteen (15) working days after the employee knew or can reasonably be expected to have known of the act or condition on which the grievance is based, if not, the grievance is considered waived.

**SECTION 12.6** The grievance procedure shall occur during working hours, except for the Personnel Subcommittee, and Union representatives representing employee(s) and/or the Union shall be compensated at their regular salary rate for their attendance during working hours. The time of the meeting with the Personnel Subcommittee shall be mutually agreed to.

#### ARTICLE 13 Status Changes

**SECTION 13.1 Transfers** - Employees may be transferred under the following circumstances:

A. On a voluntary basis to fill a vacant position under Section 2.7 and 2.8.

**B.** If there are no volunteers in A above, the Town may transfer the least senior qualified employee.

**C.** In lieu of layoff, an employee may transfer to a vacant position which he or she is qualified to fill if the town is accepting applications for the position.

**SECTION 13.2 Other Status Changes** - The Town will use its best efforts to find alternate work for an employee temporarily disabled or who suffers an injury that does not allow him/her to perform usual work. Nothing contained herein shall be construed to require the Town to "make work."

#### ARTICLE 14 Management Rights

Unless expressly and specifically limited, modified, abridged or relinquished by a specific provision of this Agreement, the rights, powers and authority to manage the operations of the Town, whether exercised or not, shall remain solely and exclusively vested by the Town. It shall have the sole and unquestioned right, responsibility and prerogative of management of the affairs of the Town and the direction of the working forces, including but not limited to the following:

**A.** To determine the organization and standards of each department or division and to manage such operations;

**B.** To determine the methods and levels of care, maintenance and operation of equipment used for and on behalf of the purposes of the Town;

**C.** To establish or continue policies, practices and procedures for the conduct of Town business, including personnel policies, and from time to time, to change or abolish such policies, practices and procedures;

**D.** To establish, modify, or discontinue processes or operations;

**E.** To establish new or improved methods, procedures, practices, technologies or facilities which the Town may deem to be in its best interest and/or advisable for efficiency of operations and to modify any job description to accommodate such new or improved methods, procedures, practices, technologies or facilities;

**F.** To determine the standards of selection for employment, and to determine the number and types of employees required or desired to perform the Town's operations;

**G.** To employ, direct, schedule, assign, appoint, discipline, dismiss, transfer, promote or demote employees, or to lay off, terminate or otherwise relieve employees from duty for lack of work, lack of funds or other legitimate reason in the best interest of the Town or any subdivision thereof;

**H.** To establish, amend, abolish and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with Town requirements;

**I.** To determine the content of job classifications and/or positions and to ensure that incidental duties connected with Town operations, whether enumerated in a job description or not, shall be performed by employees;

**J.** To fulfill all of the Town's legal responsibilities.

#### ARTICLE 15 Union Security

**SECTION 15.1** During the life of this Agreement, an employee retains the freedom of choice whether or not to become or remain a member of the Union. Any employee who, within thirty (30) days after initial employment in the bargaining unit covered by this Agreements fails to become a member of the Union or any employee whose Union membership is terminated for any reason or any employee who resigns from Union membership shall be required to pay an agency service fee under Section 15.2.

**SECTION 15.2** Union dues shall be deducted by the Employer from the paycheck of each employee who signs and remits to the Employer an authorization form. Such deduction shall be discontinued upon written request of an employee thirty (30) days in advance. The Employer shall deduct the agency service fee from the paycheck of each employee who is required to pay such fee as a condition of employment, provided, however, no such payment shall be required of an employee who objects to payments of such fee based on the tenet of a bona fide religious sect. Employees objecting on religious grounds shall make a monthly contribution to an I.R.S. recognized charity, designated by mutual agreement of the Employer and Union, equivalent to Union dues.

**SECTION 15.3** The amount of dues or agency service fee deducted under this Article, together with a list of employees, shall be remitted to CSEA, Service Employees International Union Local 2001 within a week after the payroll period in which such deduction is made together with a list of employees for whom any such deduction is made or unless agreed to otherwise. Dues or agency service fee shall be deducted on a weekly basis.

**SECTION 15.4** The Union shall indemnify the Employer for any liability or damages incurred by the Employer in compliance with this Article.

**SECTION 15.5 Union Business Leave** – Members of the Union, as may be designated by the Union, shall be granted leave from duty with full pay for Union business, such as attending labor conventions and educational conferences, provided that the total leave for the bargaining unit for the purpose set forth in this section shall not exceed thirty-six (36) hours in any fiscal year. Such hours are not cumulative from year to year. Union leave may be taken in increments of one (1) hour. The Union shall endeavor to give as much advance notice as possible before such leave is taken.

**SECTION 15.6 Employee Bulletin Board** – The town will provide bulletin board space for Union notices in each work location.

#### ARTICLE 16 Nondiscrimination

The parties herein agree that neither shall discriminate against any employee on the basis of race, color, religious creed, sex, age, national origin, marital status, lawful political activity, ancestry, sexual orientation, present or past history of mental disorder, mental retardation, learning disability or physical disability, including but not limited to blindness, except for bona fide occupational qualifications.

#### ARTICLE 17 Professional Development

**SECTION 17.1 Tuition Reimbursement** – Provided that the employee seeking reimbursement has been given prior written approval, employees will be reimbursed by the Town for any job related course or training program in accordance with the following conditions:

**A.** Request in writing to the department manager stating the name of the course and cost, including the cost of required study materials.

**B.** Prior approval by the department manager and First Selectman.

**C.** No more than two (2) courses per year unless the course or training is required by the Town.

**D.** Course must be work-related or considered an asset to the job function.

**E.** Course must be successfully completed for reimbursement, a 'C' level grade or above or certificate to prove completion.

**F.** The maximum reimbursement shall be the rate charged at the University of Connecticut.

The Town will reimburse the full cost for employee's attendance at workshops, conferences, seminars, and other training which is required by the Town or is approved in advance by the employee's department manager.

**SECTION 17.2 Professional Dues** – The Town will continue to pay dues to the same extent it is doing so now.

**SECTION 17.3 Individualized Professional Development Plans** - In conjunction with the annual Performance Review process, each employee will be encouraged to develop an individualized Professional Development Plan.

#### ARTICLE 18 Mileage Reimbursement

If the Town does not provide a vehicle required for use in the performance of a Town duty or function, an employee shall be reimbursed at the IRS rate for use of his/her personal vehicle.

#### ARTICLE 19 Applicability

**SECTION 19.1 Personnel Rules and Regulations** - The Personnel Rules and Regulations of the Town of Simsbury shall remain in full force and effect unless superseded by a specific provision of this Agreement.

**SECTION 19.2 Rights and Benefits** - All prior rights and benefits not specifically mentioned in this Agreement shall remain in effect unless negotiated by the parties.

**SECTION 19.3 Contract Negotiations** – Two (2) members of the Union's negotiating committee shall be released with full pay to attend negotiating sessions held during working hours provided that nothing contained herein shall be construed to require negotiations to take place during regular working hours.

#### ARTICLE 20 Health and Safety

**SECTION 20.1 Safe Workplace** - The Town will endeavor to provide a safe and healthy work environment. The Union agrees to bring to the attention of the Town any conditions within the working environment which it perceives to be unsuitable. Safety issues may be submitted to the joint Union/Management Safety Committee and may also be processed through the contractual grievance procedure but may not be submitted to arbitration.

**SECTION 20.2 Labor/Management Committee** - A Joint Union/Management Safety Committee shall be established to investigate, discuss and develop recommendations regarding specific safety and health matters including working conditions relative to video display terminals.

The Committee shall be comprised of two (2) representatives from each of the three bargaining units represented by CSEA, Local 2001. Management may appoint no more than an equal number of representatives to the Committee.

The Committee shall have regular quarterly meetings.

#### **ARTICLE 21** Miscellaneous

SECTION 21.1Orientation and Training - The Union will provide each new employee with a copy of the collective bargaining agreement then in force. During the first three days of employment the Town shall, upon request of the new employee or the union, authorize a meeting of up to one hour between the new employee and an officer designated by the union for the purpose of reviewing contractual benefits. The meeting shall afford new employees the opportunity to meet with the union prior to deciding upon any contractual benefit options. Employees participating in such a meeting shall be paid.

#### **ARTICLE 22** Duration

SECTION 22.1 Except where an effective date is otherwise specified, this Agreement shall become effective upon the implementation date set forth in the Statute.

SECTION 22.2 This Agreement shall remain in full force and effect through and including June 30, 2019, except with respect to the following:

- Article 9, Section 9.11, Other Post Employment Benefits ("OPEB") Trust, will remain A. in full force and effect until June 30, 2023; and it is the parties' intent in accordance with Section 9.10(a) to extend beyond this date for all employees hired after July 1, 2013.
- Β. Article 9, Section 9.12.B., Pension Plans, will remain in full force and effect until June 30, 2019.

Town of Simsbury

Lisa L. Heavner First Selectman

Simsbury Secretarial, Clerical and Library Town Employee's Association, CSEA, Service Employees International Union Local 2001

Anita Schwager

President

U Michael Coogan

Union Representative

Date: 9/17/15

Date: \_\_\_\_\_/17/15\_\_\_\_

# **APPENDIX** A

	POSITION SCHEDULE			
Grade	Job Title			
T1	Friendly Visitor Assistant			
T2	Cashier			
	Clerk			
	Circulation Assistant (Part-time)			
Т3	Circulation Assistant			
	Clerk			
	Library Clerk (Part-Time)			
	Library Clerk			
T4	Assessor's Clerk			
	Building Department Clerk			
	Police Clerk			
	Receptionist/Telephone Console Attendant			
	Senior Center Assistant			
	Tax Clerk			
Т5	Accounts Payable Clerk			
	Assistant Town Clerk I			
	Library Technical Assistant - Support Services			
T6	Accounts Clerk/Secretary			
	Administrative Secretary I – Building			
	Administrative Secretary I – Culture, Parks & Recreation			
	Human Services Aide – Social Services			
	Administrative Secretary I – Library			
	Administrative Secretary I – Public Works			
	Administrative Secretary I – WPCF			
	Commission Clerk			
	Library Technician			
	Head of Circulation			
	Police Records Clerk			
	Finance Specialist			
Г7	Administrative Secretary II – Engineering (Part-time)			
	Assessor's Aide			
	Assistant Town Clerk II			
Т8	Administrative Secretary II – Police			
	Administrative Secretary II – Public Works			
T10	Building Department Specialist			
	Land Use Specialist			

# **APPENDIX B**

#### CSEA: SECRETARIAL, CLERICAL & LIBRARY WAGE SCHEDULE

Effective and Retroactive to July 1, 2015

2.25% G.W.I					STEPS						
GRADE		<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9</u>	<u>10</u>
1	HOURLY	18.53	18.92	19.29	19.68	20.08	20.46	20.89	21.30	21.71	22.15
2	HOURLY	19.32	19.71	20.10	20.52	20.93	21.35	21.78	22.21	22.67	23.13
3	HOURLY	20.19	20.62	21.03	21.45	21.88	22.32	22.77	23.22	23.68	24.16
4	HOURLY	21.12	21.54	21.97	22.42	22.85	23.32	23.78	24.26	24.75	25.24
5	HOURLY	22.06	22.52	22.94	23.41	23.89	24.35	24.85	25.34	25.84	26.35
6	HOURLY	23.08	23.54	24.02	24.48	24.97	25.47	25.97	26.52	27.03	27.57
7	HOURLY	24.14	24.59	25.09	25.60	26.10	26.64	27.17	27.70	28.27	28.82
8	HOURLY	25.18	25.69	26.20	26.72	27.27	27.80	28.35	28.93	29.52	30.09
9	HOURLY	26.31	26.83	27.37	27.92	28.47	29.05	29.62	30.21	30.83	31.44
10	HOURLY	27.52	28.07	28.62	29.19	29.80	30.37	30.98	31.61	32.25	32.88

#### Effective July 1, 2016

2.25% G.W.I STEPS GRADE 1 2 <u>3</u> 4 5 <u>6</u> 7 8 9 10 1 HOURLY 18.94 19.34 19.73 20.13 20.53 20.92 21.36 21.78 22.20 22.65 2 HOURLY 19.75 20.16 20.55 20.98 21.83 22.27 23.18 21.40 22.71 23.65 3 HOURLY 20.65 21.09 21.51 21.93 22.37 22.82 23.28 23.74 24.21 24.71 4 HOURLY 22.03 22.47 22.93 23.37 23.85 24.32 24.81 25.31 25.80 21.60 5 HOURLY 22.55 23.02 23.46 23.93 24.42 24.89 25.41 25.91 26.42 26.94 6 HOURLY 23.60 24.07 24.56 25.03 25.53 26.04 26.56 27.12 27.64 28.19 7 HOURLY 27.24 24.68 25.14 25.66 26.18 26.69 27.78 28.32 28.91 29.47 8 HOURLY 27.32 27.88 28.43 28.99 29.58 25.75 26.26 26.79 30.18 30.77 9 HOURLY 26.90 27.43 27.99 28.55 29.11 29.70 30.29 30.89 31.52 32.15 10 HOURLY 28.13 28.70 29.26 29.85 30.47 31.05 31.68 32.32 32.98 33.62

# Appendix C

# SUMMARY OF BENEFITS

Cigna Health and Life Insurance Co. For - Town of Simsbury CSEA, Supervisors, Administrative & Professional and Secretarial, Clerical and Library Open Access Plus Plan (OAP3)

# PPO Plan Design

Selection of a Primary Care Provider - your plan may require or allow the designation of a primary care provider. You have the right to designate any primary care provider who participates in the network and who is available to accept you or your family members. If your plan requires designation of a primary care provider, Cigna may designate one for you until you make this designation. For information on how to select a primary care provider, and for a list of the participating primary care providers, visit www.mycigna.com or contact customer service at the phone number listed on the back of your ID card. For children, you may designate a pediatrician as the primary care provider.

**Direct Access to Obstetricians and Gynecologists** - You do not need prior authorization from the plan or from any other person (including a primary care provider) in order to obtain access to obstetrical or gynecological care from a health care professional in our network who specializes in obstetrics or gynecology. The health care professional, however, may be required to comply with certain procedures, including obtaining prior authorization for certain services, following a pre-approved treatment plan, or procedures for making referrals. For a list of participating health care professionals who specialize in obstetrics or gynecology, visit www.mycigna.com or contact customer service at the phone number listed on the back of your ID card.

Plan Highlights	In-Network	Out-of-Network
Lifetime Maximum	Unlimited	Unlimited
Coinsurance	Plan pays 100%	Plan pays 80%
Maximum Reimbursable Charge	Not Applicable	300%
Calendar Year Deductible	Individual: None Individual + Family: None	Individual: \$250 Individual + Family: \$750

• Only the amount you pay for in-network covered expenses counts toward your in-network deductible. The amount you pay for out-of-network covered expenses counts toward both your in-network and out-of-network deductibles.

• After each eligible family member meets his or her individual deductible, covered expenses for that family member will be paid based on the coinsurance level specified by the plan. Or, after the family deductible has been met, covered expenses for each eligible family member will be paid based on the coinsurance level specified by the plan.

Note: Services where plan deductible applies are noted with a caret (^)

Plan Highlights	In-Network	Out-of-Network	
Calendar Year Out-of-Pocket Maximum	Individual: \$6,350 individual + Family: \$12,700	Individual: \$1,500 Individual + Family: \$3,250	
<ul> <li>Only the amount you pay for in-network covered expenses covered expenses counts toward both your in-network and</li> <li>Plan deductible does not contribute towards your out-of-po</li> <li>All copays and benefit deductibles contribute towards your</li> <li>Mental Health and Substance Abuse covered expenses co</li> <li>After each eligible family member meets his or her individu out-of-pocket maximum has been met, the plan will pay 10</li> <li>This plan includes a combined Medical/Pharmacy out-of-p</li> <li>Retail and home delivery Pharmacy costs contribute to the</li> </ul>	d out-of-network out-of-pocket maximums. ocket maximum. out-of-pocket maximum. ontribute towards your out-of-pocket maximum. al out-of-pocket maximum, the plan will pay 100% of 00% of each eligible family member's covered expens ocket maximum.	their covered expenses. Or, after the family	
Benefit	In-Network	Out-of-Network	
Note: Services where plan deductible applies are noted with a	caret (^)		
Physician Services			
<ul> <li>Physician Office Visit</li> <li>All services including Lab &amp; X-ray</li> </ul>	\$30 Primary Care Physician (PCP) copay, then plan pays 100% or \$30 Specialist copay, then plan pays 100%	, Plan pays 80% ^	
Second Sugical Opinion	Plan pays 100%	Plan pays 80% ^	
Surgery Performed in Physician's Office	\$30 copay, then plan pays 100%	Plan pays 80% ^	
Allergy Treatment/Injections	Plan pays 100%	Plan pays 80% ^	
Allergy Serum Dispensed by the physician in the office	Plan pays 100%	Plan pays 80% ^	
Preventive Care			
Preventive Care	Plan pays 100%	Plan pays 80% ^	
<ul> <li>Includes coverage of additional services, such as urinalysi</li> </ul>	s, EKG, and other laboratory tests, supplementing the	e standard Preventive Care benefit.	
mmunizations	Plan pays 100%	Plan pays 80% ^	
Mammogram, PAP, and PSA Tests	Plan pays 100%	Plan pays 80% ^	
Coverage includes the associated Preventive Outpatient F			
Diagnostic-related services are covered at the same level	of benefits as other x-ray and lab services, based on	place of service.	
npatient			

Benefit	In-Network	Out-of-Network				
Note: Services where plan deductible applies are noted with a caret (^)						
Inpatient Hospital Facility	\$500 per admission copay, then plan pays 100%	Plan pays 80% <mark>^</mark>				
Private Room: In-Network: Limited to the semi-private negotiated rate / Out	Semi-Private Room: In-Network: Limited to the semi-private negotiated rate / Out-of-Network: Limited to semi-private rate Private Room: In-Network: Limited to the semi-private negotiated rate / Out-of-Network: Limited to semi-private rate Special Care Units (Intensive Care Unit (ICU), Critical Care Unit (CCU)): In-Network: Limited to the negotiated rate / Out-of-Network: Limited to ICU/CCU daily room rate					
Inpatient Hospital Physician's Visit/Consultation	Plan pays 100%	Plan pays 80% ^				
<ul> <li>Inpatient Professional Services</li> <li>For services performed by Surgeons, Radiologists, Pathologists and Anesthesiologists</li> </ul>	Plan pays 100%	Plan pays 80% <mark>^</mark>				
Outpatient						
<ul> <li>Outpatient Facility Services</li> <li>Non-surgical treatment procedures are not subject to the facility per visit copay/benefit deductible</li> </ul>	\$200 per facility visit copay, then plan pays 100%	Plan pays 80% ^				
<ul> <li>Outpatient Professional Services</li> <li>For services performed by Surgeons, Radiologists, Pathologists and Anesthesiologists</li> </ul>	plan pays 100%	Plan pays 80% ^				
Short-Term Rehabilitation	\$30 copay, then plan pays 100%	Plan pays 80% ^				
<ul> <li>Calendar Year Maximums:</li> <li>Pulmonary Rehabilitation, Cognitive Therapy, Physical Therapy, Speech Therapy, Occupational Therapy, Cardiac Rehabilitation and Chiropractic Care – 90 days</li> </ul>						
Note: Therapy days, provided as part of an approved Home Health Care pla	n, accumulate to the applicable outpatient sho	ort term rehab therapy maximum.				
Other Health Care Facilities/Services						
<ul> <li>Home Health Care <ul> <li>(includes outpatient private duty nursing subject to medical necessity)</li> <li>Unlimited days maximum per Calendar Year</li> <li>16 hour maximum per day</li> </ul> </li> </ul>	Plan pays 100%	Plan pays 80% ^				
<ul> <li>Skilled Nursing Facility, Rehabilitation Hospital, Sub-Acute Facility</li> <li>120 days maximum per Calendar Year</li> </ul>	Plan pays 100%	Plan pays 80% ^				
<ul> <li>Unlimited maximum per Calendar Year</li> </ul>	Plan pays 100%	Plan pays 80% <mark>^</mark>				
<ul> <li>Breast Feeding Equipment and Supplies</li> <li>Limited to the rental of one breast pump per birth as ordered or prescribed by a physician.</li> <li>Includes related supplies</li> </ul>	Plan pays 100%	Plan pays 80% ^				

	E	Benefit				n-N	etwork			Out-of-N	etwork		
Note: Services	where plan ded	uctible applies are	noted with a	caret (	^)								
	netic Appliances				Plan pays 100	10/2			Dian n	ays 80% ^			
	ed maximum per (	Calendar Year			Fian pays 100	<b>)</b> /0			rian p	ays 00 /0			
Hearing Aids					Plan pays 100	)%			Plan p	Plan pays 80% ^			
	ed maximum per (	Calendar Year for cl	nidren under a	age 13	i lan paye rec				1.1011.1				
Vision Care	40 11									000/			
	m evey 12 month	is s are not covered			Plan pays 100%			Plan p	ays 80% ^				
<ul> <li>Wigs</li> <li>Unlimited maximum per Calendar Year</li> </ul>					Plan pays 100	)%			Plan p	ays 80% ^			
Onlimited maximum per Calendar Year     Routine Foot Disorders					Not covered				Not co	wered			
		ot care for diabetes	and peripher	al vascu		overe	d when medic	ally ne					
			• • • • • • • • • • • • • • • • • • •							/i			
	<b>F</b> I	ace of Servic								Aces			
		Note: S	ervices when	re plan (	deductible appli								
	Physici	Physician's Office Independ			ent Lab	nt Lab Emergency Room/ Urgent Facility			gent Care	Outpatient Facility			
Benefit	In-Network	Out-of-	In-Notwo	In-Network		In	-Network	Ċ	ut-of-	In-Network		it-of-	
	III-Network	Network	III-Netwo		Network		I-INGLWOIK	N	etwork	III-Network		work	
Lab and X-		Plan pays 80%	Plan pays 1	00%	Plan pays 80%	Plar	n pays 100%			Plan pays 100	// Plan pa	ays 80%	
ray	Plan pays 100%	^			Λ								
Advanced Radiology	Plan pays 100%	Plan pays 80%	Not Applica	blo	Not Applicable	Applicable				Plan pays 100%		iys 80%	
Imaging	Fiall pays 100 /d	٨	Not Applica		Not Applicable	Plan pays 100%							
	oloav Imaging (AF	RI) includes MRI, MI	RA. CAT Scar	ו. PET S	Scan. etc					I			
		ncluding ARI, provid				nder I	npatient Hosp	ital ber	nefit				
Benefit	Emergency	Room / Urgent Ca	re Facility		Outpatient Professional Services				*Ambulance				
Benefit	In-Netwo	ork Out-o	f-Network		In-Network	Out-of-Network			In-Ne	In-Network Out-of-Network			
Emergency Care	\$100 per visit plan pays 100	copay waived if ad	nitted), then	Plan	pays 100%				Plan pays	in pays 100%			
Urgent Care	\$10 per visit (c	opay waived if adm	itted), then	Plan	pays 100%				Not Applic	plicable			
* Ambulanco so	plan pays 100	∞ n-emergency trans	portation (o.g.	tranen	ortation from boo	nital h	ack home) as	norally	are not cov	orod			
		Inpatient Hospita					ack nome) ge	ally					
Benefit	:	In-Network			t-of-Network					Outpatient Services Out-of-Network			
Hospice	Plan n	ays 100%	Plar	n pays 8			Plan pays 10			Plan pays 8		•	
Bereavement													
Counseling	Plan p	ays 100%	Plar	n pays 8	50% <b>^</b>		Plan pays 10	10%		Plan pays 8	J% <mark>^</mark>		
Note: Services	provided as part o	f Hospice Care Pro	gram										

•	Ir											Outpati	ient Services					
						ut-o	f-Network			In-Ne	etwork			Out-of	-Net	work		
Benefit				Global Maternity Fee				Glo	oal Mater	nity F	e (Perf	ormed	Delivery - Facility (Inpatient Hospital, Birthing Center)			l, Birthing		
In-Netwo	rk			In-Network			Out-of- Network	In-Network		۲ (			In-	In-Network		Out-of- Network		
plan pays 1	00%	^			n pays 100%		an pays 80%						as plan's a Inpatient		as Inp	vered same plan's atient spital benefit		
where plan de	eductib	le applies	are note	ed with	a caret (^)						- 41 4 -		•	Orativatio				
Physici	an's O	office	In	patien	t Facility		Outpatie	nt Fac	t Facility		•		onai			Professional vices		
In-Network	-		In-Net	work	Out-of- Network		In-Network	-		In-Ne	etwork			In-Netwo	rk	Out-of- Network		
\$30 copay, then plan pays 100%			admiss copay,	ion then	er on Plan pays hen 80% ^		facility visit copay, then	Plan 80%	pays ∧		ays	Plan pa 80% ^	ays	Plan pays 100%		Plan pays 80% ^		
\$30 copay, then plan pays 100%			admiss copay, plan pa	00 per mission pay, then n pays			facility visit copay, then plan pays				ays	Plan pa 80% ^	ays	Plan pays 100%		Plan pays 80% ^		
l services, su	ch as v	vasectomy		es reve	ersals)													
Plan pays 100%			Plan pa 100%			pays Plan pays			Plan pays 100%				ays	Plan pa 80% ^	ays	Plan pays 100%		Plan pays 80% ^
\$30 copay, then plan pays 100%	Plan	n pays	\$500 p admiss copay,	er ion then	Plan pays 80% ^		facility visit copay, then				ays	Plan pa 80% ^	ays	Plan pays 100%		Plan pays 80% ^		
	Initial In-Netwo \$30 copay, t plan pays 10 where plan de Physicia In-Network \$30 copay, then plan pays 100% \$30 copay, then plan pays 100% I services, suc Plan pays 100% I services, suc	Initial Visit         Initial Visit         Initial Visit         Initial Visit         In-Network         \$30 copay, then plan pays 100%         where plan deductik         Physician's C         In-Network         \$30 copay, then plan deductik         Physician's C         In-Network       C         \$30 copay, then plan pays 100%       Plar         I services, such as tevices as ordered of \$30 copay, then plan pays 100%       Plar         Siservices, such as tevices as ordered of \$30 copay, then plan       Plar         \$30 copay, then plan       Plar	Initial Visit to Confirm Pregnancy         Initial Visit to Confirm Pregnancy         In-Network       Out-on Network         \$30 copay, then plan pays 100%       Plan pays         Where plan deductible applies       Phan pays         Where plan deductible applies       Physician's Office         In-Network       Out-of-Network         \$30 copay, then plan pays 100%       Plan pays         \$30 copay, then plan pays 100%       Plan pays         \$30 copay, then plan pays 100%       Plan pays         I services, such as tubal ligation       Plan pays         100%       Plan pays         \$30 copay, then plan pays 100%       Plan pays         I services, such as tubal ligation       Plan pays         \$30 copay, then plan       Plan pays	In-NetworkIn-NetworkInitial Visit to Confirm PregnancyInitial Visit to Confirm PregnancyOut-of- NetworkIn-NetworkPlan pays 80% $^$ Plan pays 80% $^$ \$30 copay, then plan pays 100%Plan pays 80% $^$ In-NetIn-NetworkOut-of- NetworkIn-NetS30 copay, then plan pays 100%Out-of- NetworkIn-Net\$30 copay, then plan pays 100%Plan pays $80\%$ $^$ \$500 pa admiss copay, plan pays $80\%$ $^$ \$30 copay, then plan pays 100%Plan pays $80\%$ $^$ \$500 pa admiss copay, plan pays $100\%$ \$30 copay, then plan pays 100%Plan pays $80\%$ $^$ Plan pays admiss copay, plan pays $100\%$ Plan pays $80\%$ $^$ Plan pays admiss copay, plan pays $100\%$ I services, such as tubal ligation (exclusion) sondowPlan pays $80\%$ $^$ Plan pays admiss copay, plan pays $100\%$ Plan pays $100\%$	In-NetworkIn-NetworkInitial Visit to Confirm Pregnancy(All S PostaInitial Visit to Confirm Pregnancy(All S PostaIn-Network(All S PostaIn-Network(All S PostaIn-Network(All S PostaSouther station pain pays 100%Plan pays Plan pays Network(All S PostaPhysicar volspane">In-NetworkOut-of- NetworkIn-NetworkPlan pays admission copay, then plan pays 100%Plan pays S0% ^In-Network\$500 per admission copay, then plan pays 100%Plan pays S0% ^S500 per admission copay, then plan pays 100%S30 copay, then plan pays 100%Plan pays 80% ^\$500 per admission copay, then plan pays 100%\$500 per admission copay, then plan pays 100%I services, such as tubal ligation (excludes receivices as ordered or prescribed by a physicial \$500 per admission copay, then plan pays 100%Plan pays s S0% ^Plan pays admission copay, then plan pays 100%	In-Network       OD         where plan deductible applies are noted with a caret (^)       Global Mari (All Subsequent Postnatal Visits Delivery (All Subsequent Pos	In-NetworkOut-oIn-NetworkOut-ofInitial Visit to Confirm PregnancyGlobal Matern (All Subsequent Pre Postnatal Visits and Delivery ChatIn-NetworkOut-of- NetworkIn-NetworkPlan Pays 100%Plan pays S0%Plan pays 100%Plan pays 100%Plan Pays 100%Plan pays S0%Plan pays 100%Plan pays S0% ^Plan pays S0% ^Pl	In-Network       Out-of-Network         Where plan deductible applies are noted with a caret (^)         Global Maternity Fee (All Subsequent Prenatal Visits, Postnatal Visits and Physician's Delivery Charges)         In-Network       Out-of- Network       In-Network       Out-of- Network         \$30 copay, then plan pays 100%       Plan pays 80% ^       Plan pays 100%       Plan pays 80% ^       Plan pays 100%       Plan pays 80% ^       Pla	In-Network       Out-of-Network         Initial Visit ocondition       applies are noted with a caret (^)       Global Maternity Fee (All Subsequent Prenatal Visits, Postnatal Visits and Physician's Delivery Charges)       Global Maternity Fee (All Subsequent Prenatal Visits, Postnatal Visits and Physician's Delivery Charges)       Global Maternity Fee (All Subsequent Prenatal Visits, Postnatal Visits and Physician's Delivery Charges)       Global Maternity Fee (All Subsequent Prenatal Visits, Postnatal Visits and Physician's Delivery Charges)       In         In-Network       Out-of-Network       In-Network       Out-of-Network       In         \$30 copay, then plan pays 100%       Plan pays 80% ^       Plan pays 100%       Plan pays 100%       \$30         Network       Out-of-Network       In-Network       Outpatient Facility       \$30         In-Network       Out-of-Network       In-Network       Outpatient Facility       \$30         In-Network       Out-of-Network       In-Network       Plan pays 80% ^       \$200 per facility visit copay, then plan pays 100%       \$500 per admission copay, then plan pays 100%       \$500 per admission copay, then plan pays 100% ^       \$200 per facility visit copay, then plan pays 100% ^       Plan pays 80% ^       Plan pays 100%       Plan pays 80% ^	In-Network       Out-of-Network       Out-of-Network         where plan deductible applies are noted with a caret (^)       Initial Visit to Confirm       Initial Visit to Confirm       Initial Visit to Confirm       Initial Subsequent Prenatal Visits, Postnatal Visits and Physician's Delivery Charges)       Office Visit Subsequent Prenatal Visits, Postnatal Visits, Postnatal Visits and Physician's Delivery Charges)       Out-of-Network       In-Network       S30 copay, the plan pays 80%       \$30 copay, the plan pays 80%       Plan pays 80%       Plan pays 80%       \$500 per admission copay, then plan pays 100%       In-Network       Out-of-Network       In-Network       Out-of-Network       Plan pays 80% ^       Plan pays 80% ^       S200 per facility visit copay, then plan pays 100%       Plan pays 80% ^       S500 per admission copay, then plan pays 100%       S200 per facility visit copay, then plan pays 100%       Plan pays 80% ^       Plan pays 80% ^       S200 per facility visit copay, then plan pays 100%       Plan pays 80% ^       S200 per facility visit copay, then plan pays 100%       S200 per facility visit copay, then plan pays 80% ^       S200 per facility	In-Network       Out-of-Network       In-Network         where plan deductible applies are noted with a caret (^)       Global Maternity Fee (All Subsequent Prenatal Visits, Postnatal Visits and Physician's Delivery Charges)       Office Visits in / Global Maternity Fee (all Subsequent Prenatal Visits, Postnatal Visits and Physician's Delivery Charges)       Office Visits in / Global Maternity Fee (all Subsequent Prenatal Visits, Postnatal Visits and Physician's Delivery Charges)       Office Visits in / Global Maternity Fee (all Subsequent Prenatal Visits, Postnatal Visits and Physician's Delivery Charges)       Office Visits in / Global Maternity Fee (all Subsequent Prenatal Visits, Postnatal Visits and Physician's Delivery Charges)       Office Visits in / Global Maternity Fee (all Subsequent Prenatal Visits, Plan pays 100%         \$30 copay, then plan pays 100%       Plan pays 80%       Plan pays 100%       Plan pays 80%       \$30 copay, then plan pays 100%       Plan pays 80% ^       In-Network       Out-of- Network       In-Network       In-Network	In-Network       Out-of-Network       In-Network       In-Network         where plan deductible applies are noted with a caret (^)       Global Maternity Fee Global Maternity Fee (All Subsequent Pre-natal Visits, Postnatal Visits and Physician's Delivery Charges)       Office Visits in Addition Global Maternity Fee (All Subsequent Pre-natal Visits, Postnatal Visits and Physician's Delivery Charges)       Office Visits in Addition Global Maternity Fee (All Subsequent Pre-natal Visits, Postnatal Visits and Physician's Delivery Charges)       Out-of- Network       Out-of- Network       Out-of- Network       Out-of- Network       Plan Pays 80%       In-Network       In-Network       In-Network       In-Network       In-Network       In-Network       In-Network       S200 per facility visit copay, then plan pays 100%       S200 per facility visit copay, then plan pays 100%       Plan pays 80% ^       S200 per facility visit copay, then plan pays 100%       Plan pays 80% ^       Plan pays 100%       Plan pays 80% ^       Plan pays 80% ^       Plan pays 100%       Plan pays 80% ^	In-Network       Out-of-Network       In-Network         where plan deductible applies are noted with a caret (^)       In-Network       Office Visits in Addition to Global Maternity Fee (Performed by OB/GYN or Specialist)         Initial Visit to Confirm Pregancy       Out-of-Network       In-Network       Out-of-Network       In-Network       Out-of-Network         In-Network       Out-of-Network       In-Network       Out-of-Network       In-Network       Out-of-Network       In-Network       Out-of-Network         \$30 copay, then plan pays 100%       Plan pays 100%       Plan pays 80%       Plan pays 100%       Plan pays 80%       \$30 copay, then plan pays 100%       Plan pays 80%       Plan pays 100%       Plan pays 80%       Plan pays 80% <td>In-Network         Out-of-Network         In-Network         In-Network         In-Network         (In-Network           Initial Visit to Confirm Pregrancy         Confirm (All Subsequent Prenatal Visits Postnatal Visits and Physician's Dolivery Charges)         Office Visits in Addition to Global Maternity Fee (Performed by OB/GYN or Specialist)         In-Network         <td< td=""><td>In-Network       Out-of-Network       In-Network       Out-of-Network       In-Network       Out-of-Network</td><td>In-Network       Out-of-Network       In-Network       Out-of-Network       In-Network       Out-of-Network       In-Network       Out-of-Network       In-Network       Out-of-Network       Out-of-Network       Out-of-Network       Out-of-Network       In-Network       Out-of-Network       In-Network       Out-of-Network       In-Network       Out-of-Network       In-Network       In-Network</td></td<></td>	In-Network         Out-of-Network         In-Network         In-Network         In-Network         (In-Network           Initial Visit to Confirm Pregrancy         Confirm (All Subsequent Prenatal Visits Postnatal Visits and Physician's Dolivery Charges)         Office Visits in Addition to Global Maternity Fee (Performed by OB/GYN or Specialist)         In-Network         In-Network <td< td=""><td>In-Network       Out-of-Network       In-Network       Out-of-Network       In-Network       Out-of-Network</td><td>In-Network       Out-of-Network       In-Network       Out-of-Network       In-Network       Out-of-Network       In-Network       Out-of-Network       In-Network       Out-of-Network       Out-of-Network       Out-of-Network       Out-of-Network       In-Network       Out-of-Network       In-Network       Out-of-Network       In-Network       Out-of-Network       In-Network       In-Network</td></td<>	In-Network       Out-of-Network       In-Network       Out-of-Network       In-Network       Out-of-Network	In-Network       Out-of-Network       In-Network       Out-of-Network       In-Network       Out-of-Network       In-Network       Out-of-Network       In-Network       Out-of-Network       Out-of-Network       Out-of-Network       Out-of-Network       In-Network       Out-of-Network       In-Network       Out-of-Network       In-Network       Out-of-Network       In-Network       In-Network		

Benefit	Physicia	an's Office	In	patient Fac	ility	Outpatie	nt Facility		nt Professional Services		Outpatient Professional Services		
Benefit	In-Network	Out-of Netwo		WORK 1	Dut-of- etwork	In Notwork	Out-of- Network	In-Netwo	ork Out-of- Network	In-Network	Out-of- Network		
Unlimited lifetim	e maximum						-						
TMJ, Surgical and Non- Surgical	\$30 copay, then plan pays 100%	Plan pays 80% ^	copay, plan pa 100%	admission copay, then plan pays 100%		\$200 per facility visit copay, then plan pays 100%	Plan pays 80% ^	Plan pays 100%	Plan pays 80% ^	Plan pays 100%	Plan pays 80% ^		
				cludes appli	iances	& orthodontic treat	ment. Subject	to medical r	ecessity.				
Non-Surgical: U	Inlimited maxir	num per life	time										
Bariatric Surgery	sic \$30 copay, then plan Plan pays \$500 per admissio		on then	n pays 5 ^	\$200 per facility visit copay, then plan pays 100%	Plan pays 80% ^	Plan pays 100%	Plan pays 80% ^	Plan pays 100%	Plan pays 80% ^			
Note: Services						internation by a prive	sician or under	medical sup					
					. ,				tient Professiona	I Services			
Benefit		• Facility	npatient Hos Non-Life Faci In-Net	pital Facilit source lity	t <b>y</b>	ut-of-Network	Lifesource In-Net	Inpat Facility		ce Out-	of-Network		
Benefit Organ Transplants		e Facility work mission	npatient Hos Non-Life Faci	pital Facilit source lity work mission	ty Oi		Lifesource	Inpat Facility work	tient Professiona Non-Lifesour Facility	ce Out-	of-Network ys 80% ^		
Organ Transplants	In-Netw \$500 per adr copay, then 100%	e Facility work mission plan pays	Non-Life Faci In-Net \$500 per ac copay, then 100%	pital Facilit source lity work mission plan pays	<b>D</b> i Plan	ut-of-Network	Lifesource In-Net Plan pays 10	Inpate Facility work	tient Professiona Non-Lifesour Facility In-Network	ce Out-			
Organ Transplants	In-Netw \$500 per adr copay, then 100% Maximum - Lit	e Facility work mission plan pays fesource Fa	npatient Hos Non-Life Faci In-Net \$500 per ac copay, then 100% cility: In-Netw	pital Facilit source lity work mission plan pays /ork: \$10,00	Plan 0 maxi	ut-of-Network pays 80% ^	Lifesource In-Net Plan pays 10	Inpate Facility work	tient Professiona Non-Lifesour Facility In-Network	ce Out-			
Organ Transplants Travel Lifetime Note: Services	In-Netw \$500 per adr copay, then 100% Maximum - Lit where plan de	e Facility work mission plan pays fesource Fa	Non-Life Faci In-Net \$500 per ac copay, then 100% cility: In-Netwo plies are note Inpatient	pital Facilit source lity work mission plan pays vork: \$10,00 d with a car	ty Ol Plan 00 maxi ret (^)	ut-of-Network pays 80% ^ mum per Transpla	Lifesource In-Net Plan pays 10	Inpat Facility work	tient Professiona Non-Lifesour Facility In-Network Plan pays 100%	ce Out- Plan pa utpatient Facili	ys 80% ^ ty		
<b>Organ</b> Transplants Travel Lifetime	In-Network \$500 per addr copay, then 100% Maximum - Lit where plan de	<b>Facility</b> work mission plan pays fesource Fa eductible ap	npatient Hos Non-Life Faci In-Net \$500 per ac copay, then 100% cility: In-Netwo blies are note Inpatient Ou	pital Facilit source lity work mission plan pays /ork: \$10,00	ty Ol Plan 00 maxi ret (^)	ut-of-Network pays 80% ^ mum per Transpla	Lifesource In-Nets Plan pays 10 nt per Lifetime Physician's	Inpat Facility work	tient Professiona Non-Lifesour Facility In-Network Plan pays 100%	ce Out- Plan pa utpatient Facili	ys 80% ^		
<b>Organ Transplants</b> Travel Lifetime Note: Services	In-Network \$500 per addr copay, then 100% Maximum - Lit where plan de \$250 copay	e Facility work mission plan pays fesource Fa eductible ap	npatient Hos Non-Life Faci In-Net \$500 per ac copay, then 100% cility: In-Netwo blies are note Inpatient Ou ion	pital Facilit source lity work mission plan pays vork: \$10,00 d with a car	ty Plan 0 maxi ret (^) rk	ut-of-Network pays 80% ^ mum per Transpla Outpatient -	Lifesource In-Net Plan pays 10 nt per Lifetime Physician's Out-o	Inpat Facility work 00% 00% 00ffice f-Network	tient Professiona Non-Lifesour Facility In-Network Plan pays 100%	ce Out- Plan pa utpatient Facili rk Out	ys 80% ^ ty		

Benefit	Inpa	atient	Outpatient - Ph	ysician's Office	Outpatie	nt Facility
	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network
Note: Detox is covered Unlimited max Services are p Inpatient includ Outpatient includ Outpatient includ Mental Health/Substa Cigna Behavioral Adva Inpatient utiliza Outpatient utiliza Outpatient utiliza Intensive outpatient Lifestyle Mana Narcotic Thera	d under medical imum per Calendar Yea paid at 100% after you re des Residential Treatme ludes partial hospitalizat and Substance A ance Abuse Utilization antage - Inpatient and O ation review and case m ization review and case m atient programs as by Integrating Mind an agement Programs: Stre apy Management	each your out-of-pocket ma ent. ion and individual, intensiv Abuse Services Review, Case Managem utpatient Management anagement management management nd Body Program ss Management, Tobacco	ve outpatient and grou ent and Programs			
Complex Psyc	hiatric Case Manageme Pharmacy		In-	Network	Out-of	-Network
of the dispense Self Administer includes inferti Oral contracer Includes oral of Lifestyle drugs Prescription sr Oral Fertility dr Growth Hormo Insulin, glucos	e-tier copay plan onsible for the applicable ed medication. ered injectable and optio ility drugs otives included contraceptives - with spect included - limited to se moking cessation drugs rugs included ones	cific products covered 100 xual dysfunction	Retail - 30 day s Generic: You pay Preferred Brand: Non-Preferred Br Home delivery - Generic: You pay Preferred Brand:	y \$5 You pay \$10 rand: You pay \$20 90 day supply y \$10	<b>Retail</b> - 30 day sup Generic: You pay \$ Preferred Brand: Yo Non-Preferred Bran <b>Home delivery</b> - No	5 bu pay \$10 nd: You pay \$20
	gram Information					
<ul><li>Your plan is su</li><li>Plan exclusion</li><li>Additional clini</li></ul>	edits are always includ	and other clinical edits as v		-	on, age edits and quan	tity limits for a specific

# **Pharmacy Program Information**

#### Prescription Drug List:

Cigna Standard Prescription Drug List

#### **Specialty Pharmacy Management:**

- Clinical Programs
  - o Prior authorization is required on specialty medications but quantity limits may apply.
  - o Theracare® Program
- Medication Access Option
  - o Retail and/or Home Delivery

#### **Clinical Outcome Programs:**

- Includes complex psychiatric case management
- Includes narcotic therapy management

# **Additional Information**

#### **Case Management**

Coordinated by Cigna HealthCare. This is a service designated to provide assistance to a patient who is at risk of developing medical complexities or for whom a health incident has precipitated a need for rehabilitation or additional health care support. The program strives to attain a balance between quality and cost effective care while maximizing the patient's quality of life.

Comprehensive Oncology Program	
Care Management outreach	Included
Case Management	
Health Advisor - A	
Support for healthy and at-risk individuals to help them stay healthy	
<ul> <li>Health and Wellness Coaching</li> <li>Gaps in Care coaching for select conditions</li> <li>Preference Sensitive Care/Treatment Decision Support Coaching</li> </ul>	Included
Healthy Pregnancies/Healthy Babies	
Care Management outreach	Included
Maternity Case Management	
Neo-natal Case Management	

#### Maximum Reimbursable Charge

Out-of-Network services are subject to a Calendar Year deductible and maximum reimbursable charge limitations. Payments made to health care professionals not participating in Cigna's network are determined based on the lesser of: the health care professional's normal charge for a similar service or supply, or a percentage (300%) of a fee schedule developed by Cigna that is based on a methodology similar to one used by Medicare to determine the allowable fee for the same or similar service in a geographic area. In some cases, the Medicare based fee schedule is not used, and the maximum reimbursable charge for covered services is determined based on the lesser of: the health care professional's normal charge for a similar service or supply, or the amount charged for that service by 80% of the health care professionals in the geographic area where it is received. The health care professional may bill the customer the difference between the health care professional's normal charge and the Maximum Reimbursable Charge as determined by the benefit plan, in addition to applicable deductibles, co-payments and coinsurance.

# **Additional Information**

#### **Multiple Surgical Reduction**

Multiple surgeries performed during one operating session result in payment reduction of 50% to the surgery of lesser charge. The most expensive procedure is paid as any other surgery.

Pre-Certification - Continued Stay Review - PHS Inpatient - required for all inpatient admissions

In Network: Coordinated by your physician

Out-of-Network: Customer is responsible for contacting Cigna Healthcare. Subject to penalty/reduction or denial for non-compliance.

- \$300 penalty applied to hospital inpatient charges for failure to contact Cigna Healthcare to precertify admission.
- 50% penalty applied for any admission reviewed by Cigna Healthcare and not certified.
- 50% penalty applied for any additional days not certified by Cigna Healthcare.

Pre-Existing Condition Limitation (PCL) does not apply.
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Pre-Existing Condition Limitation (PCL) does not apply.	
<ul> <li>Your Health First - 200</li> <li>Individuals with one or more of the chronic conditions, identified on the right, may be eligible to receive the following type of support:</li> <li>Condition Management</li> <li>Medication adherence</li> <li>Risk factor management</li> <li>Lifestyle issues</li> </ul>	<ul> <li>Holistic health support for the following chronic health conditions:</li> <li>Heart Disease</li> <li>Coronary Artery Disease</li> <li>Angina</li> <li>Congestive Heart Failure</li> <li>Acute Myocardial Infarction</li> <li>Peripheral Arterial Disease</li> <li>Asthma</li> </ul>
<ul> <li>Lifestyle issues</li> <li>Health &amp; Wellness issues</li> </ul>	<ul> <li>Asthma</li> <li>Chronic Obstructive Pulmonary Disease (Emphysema and Chronic</li> </ul>
<ul><li> Pre/post-admission</li><li> Treatment decision support</li></ul>	<ul> <li>Bronchitis)</li> <li>Diabetes Type 1</li> </ul>
Gaps in care	<ul> <li>Diabetes Type 1</li> <li>Diabetes Type 2</li> </ul>
	Metabolic Syndrome/Weight Complications
	<ul> <li>Osteoarthritis</li> <li>Low Back Pain</li> </ul>
	Anxiety
	<ul><li>Bipolar Disorder</li><li>Depression</li></ul>

# **Definitions**

**Coinsurance** - After you've reached your deductible, you and your plan share some of your medical costs. The portion of covered expenses you are responsible for is called Coinsurance.

**Copay** - A flat fee you pay for certain covered services such as doctor's visits or prescriptions.

Deductible - A flat dollar amount you must pay out of your own pocket before your plan begins to pay for covered services.

**Out-of-Pocket Maximum** - Specific limits for the total amount you will pay out of your own pocket before your plan coinsurance percentage no longer applies. Once you meet these maximums, your plan then pays 100 percent of the "Maximum Reimbursable Charges" or negotiated fees for covered services.

Prescription Drug List - The list of prescription brand and generic drugs covered by your pharmacy plan.

**Transition of Care** - Provides in-network health coverage to new customers when the customer's doctor is not part of the Cigna network and there are approved clinical reasons why the customer should continue to see the same doctor.

#### What's Not Covered (not all-inclusive):

Your plan provides for most medically necessary services. The complete list of exclusions is provided in your Certificate or Summary Plan Description. To the extent there may be differences, the terms of the Certificate or Summary Plan Description control. Examples of things your plan does not cover, unless required by law or covered under the pharmacy benefit, include (but aren't limited to):

- Care for health conditions that are required by state or local law to be treated in a public facility.
- Care required by state or federal law to be supplied by a public school system or school district.
- Care for military service disabilities treatable through governmental services if you are legally entitled to such treatment and facilities are reasonably available.
- Treatment of an Injury or Sickness which is due to war, declared, or undeclared, riot or insurrection.
- Charges which you are not obligated to pay or for which you are not billed or for which you would not have been billed except that they were covered under this plan.
- Assistance in the activities of daily living, including but not limited to eating, bathing, dressing or other Custodial Services or self-care activities, homemaker services and services primarily for rest, domiciliary or convalescent care.
- For or in connection with experimental, investigational or unproven services.
- Any services and supplies for or in connection with experimental, investigational or unproven services. Experimental, investigational and unproven services do not include routine patient care costs related to qualified clinical trials as described in your plan document. Experimental, investigational and unproven services are medical, surgical, diagnostic, psychiatric, substance abuse or other health care technologies, supplies, treatments, procedures, drug therapies or devices that are determined by the Healthplan Medical Director to be: not demonstrated, through existing peer-reviewed, evidence-based scientific literature to be safe and effective for treating or diagnosing the condition or illness for which its use is proposed; or not approved by the U.S. Food and Drug Administration (FDA) or other appropriate regulatory agency to be lawfully marketed for the proposed use; or the subject of review or approval by an Institutional Review Board for the proposed use.
- Cosmetic surgery and therapies. Cosmetic surgery or therapy is defined as surgery or therapy performed to improve or alter appearance or self-esteem or to treat psychological symptomatology or psychosocial complaints related to one's appearance.
- The following Acupressure; Dance therapy, Movement therapy; Applied kinesiology; Rolfing; and Extracorporeal shock wave lithotripsy (ESWL) for musculoskeletal and orthopedic conditions.
- Dental treatment of the teeth, gums or structures directly supporting the teeth, including dental X-rays, examinations, repairs, orthodontics, periodontics, casts, splints and services for dental malocclusion, for any condition. Charges made for services or supplies provided for or in connection with an accidental injury to sound natural teeth are covered provided a continuous course of dental treatment is started within six months of an accident. Sound natural teeth are defined as natural teeth that are free of active clinical decay, have at least 50% bony support and are functional in the arch.
- For medical and surgical services intended primarily for the treatment or control of obesity. However, treatment of clinically severe obesity, as defined by the body mass index (BMI) classifications of the National Heart, Lung and Blood Institute guideline is covered if the services are demonstrated, through peer-reviewed medical literature and scientifically based guidelines, to be safe and effective of treatment of the condition.
- Unless otherwise covered in this plan, for reports, evaluations, physical examinations, or hospitalization not required for health reasons including, but not limited to, employment, insurance or government licenses, and court-ordered, forensic or custodial evaluations.
- Court-ordered treatment or hospitalization, unless such treatment is prescribed by a Physician and listed as covered in this plan.
- Transsexual surgery including medical or psychological counseling and hormonal therapy in preparation for, or subsequent to, any such surgery.
- Medical and Hospital care and costs for the infant child of a Dependent, unless this infant child is otherwise eligible under this plan.
- Nonmedical counseling or ancillary services, including but not limited to Custodial Services, education, training, vocational rehabilitation, behavioral training, biofeedback, neurofeedback, hypnosis, sleep therapy, employment counseling, back school, return to work services, work hardening programs, driving safety, and services, training, educational therapy or other nonmedical ancillary services for learning disabilities, developmental delays, autism or mental

retardation.

- Therapy or treatment intended primarily to improve or maintain general physical condition or for the purpose of enhancing job, school, athletic or recreational performance, including but not limited to routine, long term, or maintenance care which is provided after the resolution of the acute medical problem and when significant therapeutic improvement is not expected.
- Consumable medical supplies other than ostomy supplies and urinary catheters. Excluded supplies include, but are not limited to bandages and other disposable medical supplies, skin preparations and test strips, except as specified in the "Home Health Services" or "Breast Reconstruction and Breast Prostheses" sections of this plan.
- Private Hospital rooms and/or private duty nursing except as provided under the Home Health Services provision.
- Personal or comfort items such as personal care kits provided on admission to a Hospital, television, telephone, newborn infant photographs, complimentary meals, birth announcements, and other articles which are not for the specific treatment of an Injury or Sickness.
- Artificial aids including, but not limited to, corrective orthopedic shoes, arch supports, elastic stockings, garter belts, corsets, dentures.
- Hearing aids (with the exception of that as shown in Covered Expenses), including but not limited to semi-implantable hearing devices, audiant bone conductors and Bone Anchored Hearing Aids (BAHAs). A hearing aid is any device that amplifies sound.
- Aids or devices that assist with nonverbal communications, including but not limited to communication boards, prerecorded speech devices, laptop computers, desktop computers, Personal Digital Assistants (PDAs), Braille typewriters, visual alert systems for the deaf and memory books.
- Eyeglass lenses and frames and contact lenses (except for the first pair of contact lenses for treatment of keratoconus or post cataract surgery).
- Eye exercises and surgical treatment for the correction of a refractive error, including radial keratotomy.
- Treatment by acupuncture.
- All non-injectable prescription drugs, injectable prescription drugs that do not require Physician supervision and are typically considered self-administered drugs, nonprescription drugs, and investigational and experimental drugs, except as provided in this plan.
- Routine foot care, including the paring and removing of corns and calluses or trimming of nails. However, services associated with foot care for diabetes and peripheral vascular disease are covered when Medically Necessary.
- Membership costs or fees associated with health clubs, weight loss programs and smoking cessation programs.
- Genetic screening or pre-implantations genetic screening. General population-based genetic screening is a testing method performed in the absence of any symptoms or any significant, proven risk factors for genetically linked inheritable disease.
- Dental implants for any condition.
- Fees associated with the collection or donation of blood or blood products, except for autologous donation in anticipation of scheduled services where in the utilization review Physician's opinion the likelihood of excess blood loss is such that transfusion is an expected adjunct to surgery.
- Blood administration for the purpose of general improvement in physical condition.
- Cost of biologicals that are immunizations or medications for the purpose of travel, or to protect against occupational hazards and risks.
- Cosmetics, dietary supplements and health and beauty aids.
- All nutritional supplements and formulae except for infant formula needed for the treatment of inborn errors of metabolism.
- Medical treatment for a person age 65 or older, who is covered under this plan as a retiree, or their Dependent, when payment is denied by the Medicare plan because treatment was received from a nonparticipating provider.
- Medical treatment when payment is denied by a Primary Plan because treatment was received from a nonparticipating provider.
- For or in connection with an Injury or Sickness arising out of, or in the course of, any employment for wage or profit.
- Telephone, e-mail, and Internet consultations, and telemedicine.
- Massage therapy.
- Any medications, drugs, for the treatment of male or female sexual dysfunction such as, but not limited to, treatment of erectile dysfunction.

#### These are only the highlights

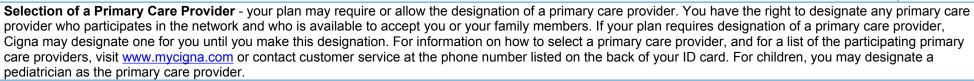
This summary outlines the highlights of your plan. For a complete list of both covered and not covered services, including benefits required by your state, see your employer's insurance certificate or summary plan description -- the official plan documents. If there are any differences between this summary and the plan documents, the information in the plan documents takes precedence. This summary provides additional information not provided in the Summary of Benefits and Coverage document required by the Federal Government.

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# **SUMMARY OF BENEFITS**

Cigna Health and Life Insurance Co. For - Simsbury, Town and Board of Education Open Access Plus IN Plan

# HMO Plan Design



**Direct Access to Obstetricians and Gynecologists** - You do not need prior authorization from the plan or from any other person (including a primary care provider) in order to obtain access to obstetrical or gynecological care from a health care professional in our network who specializes in obstetrics or gynecology. The health care professional, however, may be required to comply with certain procedures, including obtaining prior authorization for certain services, following a pre-approved treatment plan, or procedures for making referrals. For a list of participating health care professionals who specialize in obstetrics or gynecology, visit www.mycigna.com or contact customer service at the phone number listed on the back of your ID card.

Plan Highlights	In-Network							
Lifetime Maximum	Unlimited							
Coinsurance	Plan pays 100%							
Calendar Year Deductible	Individual: None Family: None							
<ul> <li>After each eligible family member meets his or her individual deductible, covered expenses for that family member will be paid based on the coinsurance level specified by the plan. Or, after the family deductible has been met, covered expenses for each eligible family member will be paid based on the coinsurance level specified by the plan.</li> </ul>								
Calendar Year Out-of-Pocket Maximum	Individual: \$6,350 Family: \$12,700							
<ul> <li>All copays and benefit deductibles contribute towards your out-of-pocket maximum.</li> <li>Mental Health and Substance Abuse covered expenses contribute towards your out-of-pocket maximum.</li> <li>After each eligible family member meets his or her individual out-of-pocket maximum, the plan will pay 100% of their covered expenses. Or, after the fami out-of-pocket maximum has been met, the plan will pay 100% of each eligible family member's covered expenses.</li> <li>This plan includes a combined Medical/Pharmacy out-of-pocket maximum.</li> <li>Retail and home delivery Pharmacy costs contribute to the combined Medical/Pharmacy out-of-pocket.</li> </ul>								
Benefit	In-Network							
Physician Services								
Physician Office Visit  All services including Lab & X-ray  Second Surgical Opinion	<ul> <li>\$15 Primary Care Physician (PCP) copay or</li> <li>\$15 Specialist copay</li> <li>Plan pays 100%</li> </ul>							

7/1/2015

ASO / EHB State: CT

Open Access Plus In-Network - Copay IN3- TOWN OAPIN - All Town Employees - 3944256. Version# 5

Benefit	In-Network
Surgery Performed in Physician's Office	\$15 copay, then plan pays 100%
<ul> <li>Allergy Treatment/Injections</li> <li>Includes Testing</li> <li>Unlimited maximum per calendar year</li> </ul>	Plan pays 100%
Allergy Serum Dispensed by the physician in the office	Plan pays 100%
Preventive Care	
	Plan pays 100% and other laboratory tests, supplementing the standard Preventive Care benefit.
Immunizations Mammogram, PAP, and PSA Tests  Coverage includes the associated Preventive Outpatient Profession Diagnostic-related services are covered at the same level of benefit	
Inpatient	
Inpatient Hospital Facility	\$250 per admission copay, then plan pays 100%
Semi-Private Room: Limited to the semi-private negotiated rate Private Room: Limited to the semi-private negotiated rate Special Care Units (Intensive Care Unit (ICU), Critical Care Unit (CCU)) Limited to the negotiated rate	:
Inpatient Hospital Physician's Visit/Consultation	Plan pays 100%
<ul> <li>Inpatient Professional Services</li> <li>For services performed by Surgeons, Radiologists, Pathologists and Anesthesiologists</li> </ul>	Plan pays 100%
Outpatient	
<ul> <li>Outpatient Facility Services</li> <li>Non-surgical treatment procedures are not subject to the facility per visit copay/benefit deductible</li> </ul>	\$100 per facility visit copay, then plan pays 100%
<ul> <li>Outpatient Professional Services</li> <li>For services performed by Surgeons, Radiologists, Pathologists and Anesthesiologists</li> </ul>	Plan pays 100%
Short-Term Rehabilitation Calendar Year Maximums:	\$15 copay, then plan pays 100% beech Therapy, Occupational Therapy, Cardiac Rehabilitation and Chiropractic Care – 90
	an, accumulate to the applicable outpatient short term rehab therapy maximum.

ASO / EHB State: CT Open Access Plus In-Network - Copay IN3- TOWN OAPIN - All Town Employees - 3944256. Version# 5

	Benefit				In	-Network			
Other Healt	h Care Facilities/Services			-					
Home Health Ca (includes outpatie • Unlimited		cal necess	sity)	Plan pays 100%					
	Facility, Rehabilitation Hospital, Sub maximum per Calendar Year	o-Acute Fa	cility	Plan pays 100%					
Durable Medical Equipment <ul> <li>Unlimited maximum per Calendar Year</li> </ul>				Plan pays 100%	, 0				
<ul> <li>Breast Feeding Equipment and Supplies</li> <li>Limited to the rental of one breast pump per birth as ordered or prescribed by a physician.</li> <li>Includes related supplies</li> </ul>				Plan pays 100%	, 0				
<ul> <li>External Prosthetic Appliances (EPA)</li> <li>Unlimited maximum per Calendar Year</li> </ul>				Plan pays 100%	6				
<ul> <li>Hearing Aids</li> <li>Unlimited maximum per Calendar Year for children under age 13</li> </ul>				Plan pays 100%					
<ul> <li>Routine Vision</li> <li>One eye exam every 12 months</li> <li>Eye glasses and Contacts are not covered</li> </ul>				Plan pays 100%					
Vigs	d maximum per Calendar Year			Plan pays 100%					
Routine Foot Dis	sorders	d peripher	al vascula	Not covered lar disease are covered when medically necessary.					
	Place of Service -						ices		
Benefit	Physician's Office		ndepende		Emergency Room/ U Facility		Outpatient Facility		
	In-Network		In-Netv	work	In-Network	(	In-Network		
ab and X-ray	Plan pays 100%	Plan pay	s 100%		Plan pays 100%		Plan pays 100%		
Advanced Radiology maging	Plan pays 100%	Not Appli			Plan pays 100%		Plan pays 100%		
	ogy Imaging (ARI) includes MRI, MRA x-ray services, including ARI, provided				ler Inpatient Hospital be	nefit			
Benefit	Emergency Room / Urgent Care F	acility	0	utpatient Profes			*Ambulance		
	In-Network			In-Netv	vork		In-Network		
	\$50 per visit (copay waived if admitted plan pays 100%	), then	Plan pay	ys 100% Plan pays 100%			00%		
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Benefit	Emergency	Room / Urgen		acility	Outpatient Professional Services					*Ambulance			
		In-Network				In-Netv	vork				l	n-Network	
Urgent Care	plan pays 100%				Plan pays					Not Applicable			
* Ambulance serv	/ices used as n							k home) g	generally	are not cove	ered.		
Bene	fit	Inpatier	nt Hospit			<b>Care Facilities</b>				Outpatient Services			
				In-Net	Network					Netwo	ork		
Hospice		Plan pays 100			Plan pays 100%								
Bereavement Co		Plan pays 100						Plan pay	ys 100%				
Note: Services pr	ovided as part	of Hospice Car	e Progra										
Initial Visit to Confirm Benefit Pregnancy				Global Maternity Fee n (All Subsequent Prenatal Visits, Postnatal Visits and Physician's Delivery Charges)				ffice Visit Global M Performec Spo	Maternity	y Fee /GYN or	(Inj	Delivery - Facility patient Hospital, Birthing Center)	
		In-Network				ork			Network			In-Network	
Maternity	\$15 copay, t	then plan pays	100%	Plan pays	s 100%	\$15 copay, then plan p			ays 100%		red same as plan's Inpatient ital benefit		
Benefit	Physicia	n's Office	Inj	patient Fa	cility	Outpatient Facility		ity		ent Professio Services	onal	Outpatient Professional Services	
	In-Ne	twork		In-Netwo	rk	In-Network				n-Network		In-Network	
Abortion (Elective and non-elective procedures)	\$15 copay, th 100%	en plan pays		er admissio an pays 10		\$100 per facility visit copay, then plan pays 100%			Plan pays 100%			Plan pays 100%	
Family Planning - Men's Services	\$15 copay, th 100%		then pla	er admissio an pays 10	0%	\$100 per facility visit copay, then plan pays 100%			Plan pays 100%			Plan pays 100%	
Includes surgical	services, such	as vasectomy (	(excludes	s reversals	)								
Family Planning - Women's Services	Plan pays 100	0%	Plan pays 100%			Plan pays 100%		Plan pays		ys 100%		Plan pays 100%	
Includes surgical					ıls)								
Contraceptive dev	vices as ordere	d or prescribed	by a ph	ysician.								1	
Infertility	\$15 copay, th 100%	en plan pays		er admissio an pays 10		\$100 per facility visit copay, then plan pays 100%			Plan pay	s 100%		Plan pays 100%	
Infertility covered	services: lab a	nd radiology te	st, couns	eling, surg	ical treatm	ent, includes art	ificial i	nseminati	on, in-vit	tro fertilization	n, GIFT	, ZIFT, etc.	
Unlimited lifetime				- •									

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Benefit	Physicia	n's Office	Inpatient Fa	acility	Outpatient Facil	ity Inpatient Pro		Outpatient Professiona Services	
	In-Ne	twork	In-Netwo	ork	In-Network	In-Netv	/ork	In-Network	
TMJ, Surgical and Non- Surgical	d Non- irgical			\$250 per admission copay, then plan pays 100%		s Plan pays 100%	/ 0	Plan pays 100%	
Services provided	l on a case-by-	case basis. A	lways excludes app	liances & ort	hodontic treatment. S	ubject to medical necess	ity.		
Non-Surgical: Un	limited maximu	m per lifetime	;						
Bariatric Surgery	· · · · · · · · · · · · · · · · · · ·		\$250 per admission copay, then plan pays 100%		\$100 per facility visit copay, then plan pay 100%		0	Plan pays 100%	
clinically	and surgical ser severe (morbid	) obesity.	vhether prescribed o	or recommen	ded by a physician or	of any surgery performed under medical supervisi	on		
_			Inpatient Ho					onal Services	
Bene	fit		ource Facility -Network		esource Facility n-Network	Lifesource Facil In-Network	ity	Non-Lifesource Facility In-Network	
Organ Transplar	nts	\$250 per ad	mission copay	ssion copay \$250 per adn then plan pay		Plan pays 100%	F	Plan pays 100%	
Travel Lifetime M	aximum - Lifes	ource Facility	: In-Network: \$10,00	0 maximum	per Transplant per Lit	fetime			
В	enefit		Inpatien	t	Outpatient	- Physician's Office		Outpatient Facility	
	enent		In-Netwo	rk	İr	n-Network		In-Network	
Mental Health			50 per admission cop vs 100%	bay, then pla	<sup>n</sup> \$15 copay, the	n plan pays 100%	Plan pays	Plan pays 100%	
		) per admission copay, then plan 3 100%		n \$15 copay, the	\$15 copay, then plan pays 100%		Plan pays 100%		
<ul><li>Services</li><li>Inpatient</li></ul>	maximum per are paid at 100 includes Resid	Calendar Yea % after you r ential Treatm	each your out-of-poo ent.		n.				

• Outpatient includes partial hospitalization and individual, intensive outpatient and group therapy.

# Mental Health and Substance Abuse Services

#### Mental Health/Substance Abuse Utilization Review, Case Management and Programs

Cigna Behavioral Advantage - Inpatient and Outpatient Management

- Inpatient utilization review and case management
- Outpatient utilization review and case management
- Partial Hospitalization
- Intensive outpatient programs
- Changing Lives by Integrating Mind and Body Program
- Lifestyle Management Programs: Stress Management, Tobacco Cessation and Weight Management.
- Narcotic Therapy Management
- Complex Psychiatric Case Management

Pharmacy	In-Network	Out-of-Network
<ul> <li>Cigna Pharmacy three-tier copay plan</li> <li>Patient is responsible for the applicable copay based upon the tier of the dispensed medication.</li> <li>Self Administered injectable and optional injectable drugs - includes infertility drugs</li> <li>Oral contraceptives included</li> <li>Includes oral contraceptives - with specific products covered 100%</li> <li>Lifestyle drugs included - limited to sexual dysfunction</li> <li>Prescription smoking cessation drugs included</li> <li>Oral Fertility drugs included</li> <li>Insulin, glucose test strips, lancets, insulin needles &amp; syringes, insulin pens and cartridges included</li> </ul>	<b>Retail</b> - 30 day supply Generic: You pay \$5 Preferred Brand: You pay \$10 Non-Preferred Brand: You pay \$20 <b>Home delivery</b> - 90 day supply Generic: You pay \$10 Preferred Brand: You pay \$20 Non-Preferred Brand: You pay \$40	Not covered
Pharmacy Program Information		
<ul> <li>Pharmacy Clinical Management and Prior Authorization</li> <li>Your plan is subject to refill-too-soon and other clinical edits as well</li> <li>Plan exclusion edits are always included.</li> <li>Additional clinical management - Basic package - provides a limited list of prescription medications.</li> </ul>		n, age edits and quantity limits for a specific
Prescription Drug List:		
Cigna Standard Prescription Drug List		
<ul> <li>Specialty Pharmacy Management:         <ul> <li>Clinical Programs</li> <li>Prior authorization is not required on specialty medications</li> <li>Theracare® Program</li> </ul> </li> <li>Medication Access Option         <ul> <li>Retail and/or Home Delivery</li> </ul> </li> </ul>	but quantity limits may apply.	

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# **Additional Information**

### **Case Management**

Coordinated by Cigna HealthCare. This is a service designated to provide assistance to a patient who is at risk of developing medical complexities or for whom a health incident has precipitated a need for rehabilitation or additional health care support. The program strives to attain a balance between quality and cost effective care while maximizing the patient's quality of life.

Comprehensive Oncology Program     Care Management outreach	Included
Case Management	
Health Advisor - A	
Support for healthy and at-risk individuals to help them stay healthy	
<ul><li>Health and Wellness Coaching</li><li>Gaps in Care coaching for select conditions</li></ul>	Included
Preference Sensitive Care/Treatment Decision Support Coaching	
Healthy Pregnancies/Healthy Babies	
Care Management outreach	\$400 (1st trimester) / \$200 (2nd trimester) - Option 1
Maternity Case Management	
Neo-natal Case Management	
Multiple Surgical Reduction	
Multiple surgeries performed during one operating session result in payment reduc	tion of 50% to the surgery of lesser charge. The most expensive procedure is paid
as any other surgery.	
Pre-Certification - Continued Stay Review - PHS Inpatient - required for all inpa	tient admissions
In Network: Coordinated by your physician	
Pre-Existing Condition Limitation (PCL) does not apply.	

Additional	Information
<ul> <li>Your Health First - 200</li> <li>Individuals with one or more of the chronic conditions, identified on the right, may be eligible to receive the following type of support:</li> <li>Condition Management</li> <li>Medication adherence</li> <li>Risk factor management</li> <li>Lifestyle issues</li> <li>Health &amp; Wellness issues</li> <li>Pre/post-admission</li> <li>Treatment decision support</li> <li>Gaps in care</li> </ul>	<ul> <li>Holistic health support for the following chronic health conditions: <ul> <li>Heart Disease</li> <li>Coronary Artery Disease</li> <li>Angina</li> <li>Congestive Heart Failure</li> <li>Acute Myocardial Infarction</li> <li>Peripheral Arterial Disease</li> <li>Asthma</li> <li>Chronic Obstructive Pulmonary Disease (Emphysema and Chronic Bronchitis)</li> <li>Diabetes Type 1</li> <li>Diabetes Type 2</li> <li>Metabolic Syndrome/Weight Complications</li> <li>Osteoarthritis</li> <li>Low Back Pain</li> <li>Anxiety</li> <li>Bipolar Disorder</li> <li>Depression</li> </ul></li></ul>

**Coinsurance** - After you've reached your deductible, you and your plan share some of your medical costs. The portion of covered expenses you are responsible for is called Coinsurance.

Copay - A flat fee you pay for certain covered services such as doctor's visits or prescriptions.

**Deductible** - A flat dollar amount you must pay out of your own pocket before your plan begins to pay for covered services.

**Out-of-Pocket Maximum** - Specific limits for the total amount you will pay out of your own pocket before your plan coinsurance percentage no longer applies. Once you meet these maximums, your plan then pays 100 percent of the "Maximum Reimbursable Charges" or negotiated fees for covered services.

**Prescription Drug List** - The list of prescription brand and generic drugs covered by your pharmacy plan.

**Transition of Care** - Provides in-network health coverage to new customers when the customer's doctor is not part of the Cigna network and there are approved clinical reasons why the customer should continue to see the same doctor.

# **Exclusions**

#### What's Not Covered (not all-inclusive):

Your plan provides for most medically necessary services. The complete list of exclusions is provided in your Certificate or Summary Plan Description. To the extent there may be differences, the terms of the Certificate or Summary Plan Description control. Examples of things your plan does not cover, unless required by law or covered under the pharmacy benefit, include (but aren't limited to):

- Care for health conditions that are required by state or local law to be treated in a public facility.
- Care required by state or federal law to be supplied by a public school system or school district.
- Care for military service disabilities treatable through governmental services if you are legally entitled to such treatment and facilities are reasonably available.
- Treatment of an Injury or Sickness which is due to war, declared, or undeclared, riot or insurrection.

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- Charges which you are not obligated to pay or for which you are not billed or for which you would not have been billed except that they were covered under this plan.
- Assistance in the activities of daily living, including but not limited to eating, bathing, dressing or other Custodial Services or self-care activities, homemaker services and services primarily for rest, domiciliary or convalescent care.
- For or in connection with experimental, investigational or unproven services.
- Any services and supplies for or in connection with experimental, investigational or unproven services. Experimental, investigational and unproven services do not include routine patient care costs related to qualified clinical trials as described in your plan document. Experimental, investigational and unproven services are medical, surgical, diagnostic, psychiatric, substance abuse or other health care technologies, supplies, treatments, procedures, drug therapies or devices that are determined by the Healthplan Medical Director to be: not demonstrated, through existing peer-reviewed, evidence-based scientific literature to be safe and effective for treating or diagnosing the condition or illness for which its use is proposed; or not approved by the U.S. Food and Drug Administration (FDA) or other appropriate regulatory agency to be lawfully marketed for the proposed use; or the subject of review or approval by an Institutional Review Board for the proposed use.
- Cosmetic surgery and therapies. Cosmetic surgery or therapy is defined as surgery or therapy performed to improve or alter appearance or self-esteem or to treat psychological symptomatology or psychosocial complaints related to one's appearance.
- The following services are excluded from coverage regardless of clinical indications: Acupressure; Dance therapy, Movement therapy; Applied kinesiology; Rolfing; and Extracorporeal shock wave lithotripsy (ESWL) for musculoskeletal and orthopedic conditions.
- Dental treatment of the teeth, gums or structures directly supporting the teeth, including dental X-rays, examinations, repairs, orthodontics, periodontics, casts, splints and services for dental malocclusion, for any condition. Charges made for services or supplies provided for or in connection with an accidental injury to sound natural teeth are covered provided a continuous course of dental treatment is started within six months of an accident. Sound natural teeth are defined as natural teeth that are free of active clinical decay, have at least 50% bony support and are functional in the arch.
- For medical and surgical services intended primarily for the treatment or control of obesity. However, treatment of clinically severe obesity, as defined by the body mass index (BMI) classifications of the National Heart, Lung and Blood Institute guideline is covered if the services are demonstrated, through peer-reviewed medical literature and scientifically based guidelines, to be safe and effective of treatment of the condition.
- Unless otherwise covered in this plan, for reports, evaluations, physical examinations, or hospitalization not required for health reasons including, but not limited to, employment, insurance or government licenses, and court-ordered, forensic or custodial evaluations.
- Court-ordered treatment or hospitalization, unless such treatment is prescribed by a Physician and listed as covered in this plan.
- Transsexual surgery including medical or psychological counseling and hormonal therapy in preparation for, or subsequent to, any such surgery.
- Medical and Hospital care and costs for the infant child of a Dependent, unless this infant child is otherwise eligible under this plan.
- Nonmedical counseling or ancillary services, including but not limited to Custodial Services, education, training, vocational rehabilitation, behavioral training, biofeedback, neurofeedback, hypnosis, sleep therapy, employment counseling, back school, return to work services, work hardening programs, driving safety, and services, training, educational therapy or other nonmedical ancillary services for learning disabilities, developmental delays, autism or mental retardation.
- Therapy or treatment intended primarily to improve or maintain general physical condition or for the purpose of enhancing job, school, athletic or recreational performance, including but not limited to routine, long term, or maintenance care which is provided after the resolution of the acute medical problem and when significant therapeutic improvement is not expected.
- Consumable medical supplies other than ostomy supplies and urinary catheters. Excluded supplies include, but are not limited to bandages and other disposable medical supplies, skin preparations and test strips, except as specified in the "Home Health Services" or "Breast Reconstruction and Breast Prostheses" sections of this plan.
- Private Hospital rooms and/or private duty nursing except as provided under the Home Health Services provision.
- Personal or comfort items such as personal care kits provided on admission to a Hospital, television, telephone, newborn infant photographs, complimentary

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meals, birth announcements, and other articles which are not for the specific treatment of an Injury or Sickness.

- Artificial aids including, but not limited to, corrective orthopedic shoes, arch supports, elastic stockings, garter belts, corsets, dentures.
- Hearing aids (with the exception of that shown in Covered Expenses), including but not limited to semi-implantable hearing devices, audiant bone conductors and Bone Anchored Hearing Aids (BAHAs). A hearing aid is any device that amplifies sound.
- Aids or devices that assist with nonverbal communications, including but not limited to communication boards, prerecorded speech devices, laptop computers, desktop computers, Personal Digital Assistants (PDAs), Braille typewriters, visual alert systems for the deaf and memory books.
- Eyeglass lenses and frames and contact lenses (except for the first pair of contact lenses for treatment of keratoconus or post cataract surgery).
- Eye exercises and surgical treatment for the correction of a refractive error, including radial keratotomy.
- Treatment by acupuncture.
- All non-injectable prescription drugs, injectable prescription drugs that do not require Physician supervision and are typically considered self-administered drugs, nonprescription drugs, and investigational and experimental drugs, except as provided in this plan.
- Routine foot care, including the paring and removing of corns and calluses or trimming of nails. However, services associated with foot care for diabetes and peripheral vascular disease are covered when Medically Necessary.
- Membership costs or fees associated with health clubs, weight loss programs and smoking cessation programs.
- Genetic screening or pre-implantations genetic screening. General population-based genetic screening is a testing method performed in the absence of any symptoms or any significant, proven risk factors for genetically linked inheritable disease.
- Dental implants for any condition.
- Fees associated with the collection or donation of blood or blood products, except for autologous donation in anticipation of scheduled services where in the utilization review Physician's opinion the likelihood of excess blood loss is such that transfusion is an expected adjunct to surgery.
- Blood administration for the purpose of general improvement in physical condition.
- Cost of biologicals that are immunizations or medications for the purpose of travel, or to protect against occupational hazards and risks.
- Cosmetics, dietary supplements and health and beauty aids.
- All nutritional supplements and formulae except for infant formula needed for the treatment of inborn errors of metabolism.
- Medical treatment for a person age 65 or older, who is covered under this plan as a retiree, or their Dependent, when payment is denied by the Medicare plan because treatment was received from a nonparticipating provider.
- Medical treatment when payment is denied by a Primary Plan because treatment was received from a nonparticipating provider.
- For or in connection with an Injury or Sickness arising out of, or in the course of, any employment for wage or profit.
- Telephone, e-mail, and Internet consultations, and telemedicine.
- Massage therapy.
- Any medications, drugs, for the treatment of male or female sexual dysfunction such as, but not limited to, treatment of erectile dysfunction.

# These are only the highlights

This summary outlines the highlights of your plan. For a complete list of both covered and not covered services, including benefits required by your state, see your employer's insurance certificate or summary plan description -- the official plan documents. If there are any differences between this summary and the plan documents, the information in the plan documents takes precedence. This summary provides additional information not provided in the Summary of Benefits and Coverage document required by the Federal Government.

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# **SUMMARY OF BENEFITS**

#### Cigna Health and Life Insurance Co. For - Simsbury, Town and Board of Education Choice Fund Open Access Plus HSA Plan

# HDHP w/ HSA Plan Design



Selection of a Primary Care Provider - your plan may require or allow the designation of a primary care provider. You have the right to designate any primary care provider who participates in the network and who is available to accept you or your family members. If your plan requires designation of a primary care provider, Cigna may designate one for you until you make this designation. For information on how to select a primary care provider, and for a list of the participating primary care providers, visit www.mycigna.com or contact customer service at the phone number listed on the back of your ID card. For children, you may designate a pediatrician as the primary care provider.

**Direct Access to Obstetricians and Gynecologists** - You do not need prior authorization from the plan or from any other person (including a primary care provider) in order to obtain access to obstetrical or gynecological care from a health care professional in our network who specializes in obstetrics or gynecology. The health care professional, however, may be required to comply with certain procedures, including obtaining prior authorization for certain services, following a pre-approved treatment plan, or procedures for making referrals. For a list of participating health care professionals who specialize in obstetrics or gynecology, visit www.mycigna.com or contact customer service at the phone number listed on the back of your ID card.

#### Your coverage includes a health savings account that you can use to pay for eligible out-of-pocket expenses.

Plan Highlights	In-Network	Out-of-Network
Lifetime Maximum	Unlimited	Unlimited
Coinsurance	Plan pays 100%	Plan pays 80%
Maximum Reimbursable Charge	Not Applicable	300%
Contract Year Deductible	Individual: \$2,000 Family: \$4,000	Individual: \$2,000 Family: \$4,000

• The amount you pay for all covered expenses counts toward both your in-network and out-of-network deductibles.

- All eligible family members contribute towards the family plan deductible. Once the family deductible has been met, the plan will pay each eligible family member's covered expenses based on the coinsurance level specified by the plan.
- This plan includes a combined Medical/Pharmacy plan deductible.
- Retail and home delivery Pharmacy costs contribute to the combined Medical/Pharmacy deductible.

Note: Services where plan deductible applies are noted with a caret (^)

Plan Highlights	In-Network	Out-of-Network
Contract Year Out-of-Pocket Maximum	Individual: \$5,000	Individual: \$5,000
The empirity you now for all environ expension counte toward both y	Family: \$10,000	Family: \$10,000
<ul> <li>The amount you pay for all covered expenses counts toward both y</li> <li>Plan deductible contributes towards your out-of-pocket maximum.</li> </ul>		D-pocket maximums.
<ul> <li>Mental Health and Substance Abuse covered expenses contribute</li> </ul>	towards your out of packat maximum	
<ul> <li>All eligible family members contribute towards the family out-of-poor</li> </ul>		ocket maximum has been met, the plan will pay
each eligible family member's covered expenses at 100%	site maximum. Once the family out-of-po	beket maximum has been met, the plan will pay
<ul> <li>This plan includes a combined Medical/Pharmacy out-of-pocket ma</li> </ul>	aximum	
Retail and home delivery Pharmacy costs contribute to the combine		
Benefit	In-Network	Out-of-Network
Note: Services where plan deductible applies are noted with a caret (^	•)	
Physician Services	,	
Physician Office Visit	Plan pays 100% ^	Plan pays 80% ^
All services including Lab & X-ray	Flan pays 100%	Flati pays 80%
Surgery Performed in Physician's Office	Plan pays 100% <sup>^</sup>	Plan pays 80% ^
Allergy Treatment/Injections	Plan pays 100% <sup>^</sup>	Plan pays 80% ^
Allergy Serum	Plan pays 100% <sup>^</sup>	Plan pays 80% ^
Dispensed by the physician in the office		
Preventive Care		
Preventive Care	Plan pays 100%	Plan pays 80% ^
<ul> <li>Includes coverage of additional services, such as urinalysis, EKG,</li> </ul>		
Immunizations	Plan pays 100%	Plan pays 80% ^
Mammogram, PAP, and PSA Tests	Plan pays 100%	Plan pays 80% ^
Coverage includes the associated Preventive Outpatient Profession	nal Services.	
Associated wellness exam is covered in-network only.		
<ul> <li>Diagnostic-related services are covered at the same level of benefit</li> </ul>	ts as other x-ray and lab services, base	d on place of service.
Inpatient		
Inpatient Hospital Facility	Plan pays 100% <sup>^</sup>	Plan pays 80% ^
Semi-Private Room: In-Network: Limited to the semi-private negotiated rate		
Private Room: In-Network: Limited to the semi-private negotiated rate / Ou		
Special Care Units (Intensive Care Unit (ICU), Critical Care Unit (CCU))	: In-Network: Limited to the negotiated i	rate / Out-of-Network: Limited to ICU/CCU daily
room rate		
Inpatient Hospital Physician's Visit/Consultation Inpatient Professional Services	Plan pays 100% ^	Plan pays 80% ^
<ul> <li>For services performed by Surgeons, Radiologists, Pathologists</li> </ul>	Plan pays 100% ^	Plan pays 80% ^
<ul> <li>For services performed by Surgeons, Radiologists, Pathologists and Anesthesiologists</li> </ul>	r iaii pays 100 /0	rian pays ou /0
		1

Benefit	In-Network	Out-of-Network
Note: Services where plan deductible applies are noted with a caret (^	)	
Outpatient		
Outpatient Facility Services	Plan pays 100% ^	Plan pays 80% ^
<ul> <li>Outpatient Professional Services</li> <li>For services performed by Surgeons, Radiologists, Pathologists and Anesthesiologists</li> </ul>	Plan pays 100% ^	Plan pays 80% ^
Short-Term Rehabilitation	Plan pays 100% <sup>^</sup>	Plan pays 80% ^
<ul> <li>Contract Year Maximums:</li> <li>Pulmonary Rehabilitation, Cognitive Therapy, Physical Therapy, Sp days</li> </ul>	beech Therapy, Occupational Therapy, Cardia	c Rehabilitation and Chiropractic Care – 90
Note: Therapy days, provided as part of an approved Home Health Care pla	an, accumulate to the applicable outpatient sh	ort term rehab therapy maximum.
Other Health Care Facilities/Services		
<ul> <li>Home Health Care <ul> <li>(includes outpatient private duty nursing subject to medical necessity)</li> <li>Unlimited days maximum per Contract Year</li> <li>16 hour maximum per day</li> </ul> </li> </ul>	Plan pays 100% ^	Plan pays 80% ^
Skilled Nursing Facility, Rehabilitation Hospital, Sub-Acute Facility <ul> <li>120 days maximum per Contract Year</li> </ul>	Plan pays 100% ^	Plan pays 80% ^
Durable Medical Equipment     Unlimited maximum per Contract Year	Plan pays 100% ^	Plan pays 80% ^
<ul> <li>Breast Feeding Equipment and Supplies</li> <li>Limited to the rental of one breast pump per birth as ordered or prescribed by a physician.</li> <li>Includes related supplies</li> </ul>	Plan pays 100%	Plan pays 80% ^
<ul> <li>External Prosthetic Appliances (EPA)</li> <li>Unlimited maximum per Contract Year</li> </ul>	Plan pays 100% ^	Plan pays 80% ^
<ul> <li>Hearing Aids</li> <li>Unlimited maximum per Contract Year for children under age 13</li> </ul>	Plan pays 100% ^	Plan pays 80% ^
<ul> <li>Routine Vision <ul> <li>One exam every 12 months</li> <li>Eye glasses and Contacts are not covered</li> </ul> </li> </ul>	Plan pays 100% ^	Plan pays 80% ^
Routine Foot Disorders	Not covered	Not covered
Note: Services associated with foot care for diabetes and peripheral vascul	ar disease are covered when medically neces	sary.

	Pla			n pays based			vices		
				lan deductible appl		a caret (^) om/ Urgent Care			
Benefit	Physicia	hysician's Office In		Independent Lab Facility			Outpatient Fa		
Denent	In-Network	Out-of- Network	In-Network	In-Notwork In-Notwork		Out-of- Network	In-Network	Out-of- Network	
Lab and X- ray	Plan pays 100%	Plan pays 80%	Plan pays 100 <sup>4</sup>	% Plan pays 80%	Plan pays 100% ·	٨	Plan pays 100%	Plan pays 80%	
Advanced Radiology Imaging	Plan pays 100% ^	Plan pays 80% ^	Not Applicable	Not Applicable	Plan pays 100% ·	٨	Plan pays 100% ^	Plan pays 80%	
			/IRA, CAT Scan, P rided at Inpatient H	ET Scan, etc lospital are covered u	Inder Inpatient Hosp	bital benefit	·	·	
Benefit	Emergency	Room / Urgent (	Care Facility	Outpatient Pro	fessional Services		*Ambulanc	e	
Denent	In-Netwo	rk Out	of-Network	In-Network	Out-of-Netwo	ork In-Ne	etwork (	Out-of-Network	
Emergency Care	Plan pays 100% ^			Plan pays 100% <mark>^</mark>		Plan pays	ays 100% ^		
Urgent Care	Plan pays 100%			Plan pays 100% ^ Not Applicable					
* Ambulance sei				ansportation from hos	pital back home) ge	enerally are not cov	vered.		
Benefit			al and Other Hea	th Care Facilities			ient Services		
		In-Network		Out-of-Network		In-Network		Out-of-Network	
Hospice	Plan pa	ays 100% ^	Plan pa	n pays 80% ^ Plan pays 10		ys 100% ^ Plan pa		/s 80% ^	
Bereavement Counseling	·	ays 100% ^		pays 80% ^ Plan pays 100% ^			Plan pays 80% ^		
	provided as part of		•						
Note: Services v	vhere plan deduct	ible applies are n	oted with a caret (*	<i>'</i>					
Benefit		t to Confirm nancy	(All Subseque Postnatal Vis	Maternity Fee ent Prenatal Visits, its and Physician's ry Charges)	Global Maternity	in Addition to / Fee (Performed or Specialist)	(Inpatient Ho	y - Facility spital, Birthing nter)	
	In-Network	Out-of- Network	In-Network	Out-of- Network	In-Network	Out-of- Network	In-Network	Out-of- Network	
Maternity	Plan pays 100% ^	Plan pays 80% ^	Plan pays 100' ^	% Plan pays 80%	Plan pays 100% ^	Plan pays 80% ^	Covered same as plan's Inpatient Hospital benefit	Covered same as plan's Inpatient Hospital benef	

Elective and on-elective rocedures)       Plan pays and on-elective rocedures       Plan pays	Demofit	Physicia	n's Office	Inpatien	t Facility	Outpatie	nt Facility		Professional vices	•	Professional vices
Elective and ton-elective 100% ^       Plan pays 100% ^       Plan pays 80%	Benefit	In-Network		In-Network		In-Network		In-Network		In-Network	
Planing - Men's Men'sPlan pays 100% ^Plan pays 100% ^Plan pays 80% ^Plan pays 80% ^Plan pays 	Abortion (Elective and non-elective procedures)										
Family Planing - Nomen's ServicesPlan pays 100%Plan pays 100%Plan pays 100%Plan pays 80% ^Plan pays 80% ^Plan pays 80% ^Plan pays 	Family Planning - Men's Services	100% ^	80% ^	100% ^	80% ^						
Planning - Nomen's       Plan pays       Plan p		al services, suc	h as vasectomy	(excludes reve	ersals)		1				1
Contraceptive devices as ordered or prescribed by a physician.         Infertility       Plan pays 100% ^       Plan pays 80% ^       Plan pays 100% ^       Plan pays 80% ^       Plan pays 80% ^ </td <td>Family Planning - Women's Services</td> <td></td>	Family Planning - Women's Services										
InfertilityPlan pays 100% ^Plan pays 80% ^Plan pays 100% ^Plan pays 80% ^Plan pays 100% ^Plan pays 80% ^								·		·	
Intercluity       100% ^       80% ^       100% ^       100% ^       80% ^       100% ^       100% ^       100% ^       100% ^ </td <td>Contraceptive of</td> <td>1</td> <td></td> <td></td> <td>1</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td>	Contraceptive of	1			1						
Unlimited lifetime maximum       Plan pays       Plan pays <t< td=""><td>Infertility</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></t<>	Infertility										
TMJ, Surgical and Non- SurgicalPlan pays $00\%$ ^Plan pays $100\%$ ^Plan pays $80\%$ ^Plan pays $80\%$ ^Plan pays $100\%$ ^Plan pays $80\%$ ^	Infertility covere	ed services: lab	and radiology t	est, counseling	, surgical treatr	nent, includes a	artificial insemin	ation, in-vitro fe	ertilization, GIF	Γ, ZIFT, etc.	
And Non- Surgical       Plan pays 100% ^       Plan pays 80% ^       Plan pays 100% ^       Plan pays 100% ^       Plan pays	Unlimited lifetim	ne maximum									
Non-Surgical: Unlimited maximum per lifetime         Bariatric       Plan pays 100% ^       Not covered       Plan pays 100% ^	TMJ, Surgical and Non- Surgical	Plan pays									
Bariatric Surgery       Plan pays 100% ^       Not covered       Plan pays 100% ^       Not					appliances & c	orthodontic trea	tment. Subject	to medical nece	essity.		
Surgery       100% ^       Not covered       100% ^       Not covere	Non-Surgical: L	Inlimited maxim	num per lifetime								
<ul> <li>Freatment of clinically severe obesity, as defined by the body mass index (BMI) is covered.</li> <li>Fhe following are excluded: <ul> <li>medical and surgical services to alter appearances or physical changes that are the result of any surgery performed for the management of obesity or clinicall severe (morbid) obesity.</li> <li>weight loss programs or treatments, whether prescribed or recommended by a physician or under medical supervision</li> </ul> </li> </ul>	Bariatric Surgery		Not covered	Plan pays 100% ^	Not covered		Not covered		Not covered		Not covered
	Treatment of cli The following a • medica severe	nically severe of re excluded: I and surgical s (morbid) obesit	ervices to alter y.	ned by the body appearances o	r physical chan	MI) is covered. ges that are the		surgery perform		-	sity or clinicall
						ended by a priv					

		l	npatient Hospital Facilit	y			Inpa	atient Professional Ser	vices
Benefit		source Facility n-Network	Non-Lifesource Facility In-Network	Out-of-Network		Lifesource Facility In-Network		Non-Lifesource Facility In-Network	Out-of-Network
Organ       Plan pays 100% ^       Plan pays 100% ^       Plan pays 80% ^		n pays 80% <mark>^</mark>	Pla	an pays 100% ^	Plan pays 100% ^	Plan pays 80% <mark>^</mark>			
Travel Lifetime	Maximu	ım - Lifesource Fa	acility: In-Network: \$10,00	0 ma	aximum per Transpla	nt pe	er Lifetime		
Note: Services	where p	olan deductible ap	plies are noted with a car	et (^	)				
Benefit			Inpatient		Outpatient -	- Phy	ysician's Office	Outpat	ient Facility
Denem		In-Network	Out-of-Networ	'k	In-Network		Out-of-Network	In-Network	Out-of-Network
Mental Health		Plan pays 100%	Plan pays 80% ^		Plan pays 100% ^		Plan pays 80% ^	Plan pays 100% ^	Plan pays 80% ^
Substance Ab	use	Plan pays 100%	Plan pays 80% ^		Plan pays 100% ^		Plan pays 80% ^	Plan pays 100% ^	Plan pays 80% ^
Note: Services	where p	olan deductible ap	plies are noted with a car	et (^	)				
<ul><li>Inpatier</li><li>Outpati</li></ul>	nt incluc ient incl	les Residential Tro udes partial hospit	you reach your out-of-poo eatment. talization and individual, i <b>ce Abuse Service</b>	ntens		roup	therapy.		
			ation Review, Case Man		ment and Programs	;			
			and Outpatient Managem		•				
•			ase management						
			case management						
	Hospita								
		atient programs	ind and Dady Date						
•	•		ind and Body Program	hace	Connetion and Ma	iaht	Managamant		
•			: Stress Management, To	Daco		ignt	management.		
		py Management hiatric Case Mana	aamont						
	сх прус	matric Case Maria	igement						

Pharmacy	In-Network	Out-of-Network
<ul> <li>Cigna Pharmacy three-tier copay plan</li> <li>Patient is responsible for the applicable copay based upon the tier of the dispensed medication.</li> <li>Self Administered injectable and optional injectable drugs - includes infertility drugs</li> <li>Oral contraceptives included</li> <li>Includes oral contraceptives - with specific products covered 100%</li> <li>Lifestyle drugs included - limited to sexual dysfunction</li> <li>Prescription smoking cessation drugs included</li> <li>Oral Fertility drugs included</li> <li>Insulin, glucose test strips, lancets, insulin needles &amp; syringes, insulin pens and cartridges included</li> </ul>	Retail - 30 day supply Generic: You pay \$5 ^ Preferred Brand: You pay \$10 ^ Non-Preferred Brand: You pay \$20 ^ Home delivery - 90 day supply Generic: You pay \$10 ^ Preferred Brand: You pay \$20 ^ Non-Preferred Brand: You pay \$40 ^	<b>Retail</b> You pay 20% ^ Your plan pays 80% ^ <b>Home Delivery</b> Not covered
Pharmacy Program Information		
<ul> <li>Your plan is subject to refill-too-soon and other clinical edits as well</li> <li>Plan exclusion edits are always included.</li> <li>Additional clinical management - Basic package - provides a limited list of prescription medications.</li> </ul> Prescription Drug List: <ul> <li>Cigna Standard Prescription Drug List</li> </ul> Specialty Pharmacy Management: <ul> <li>Clinical Programs</li> <li>Prior authorization is not required on specialty medications o Theracare® Program</li> </ul> Medication Access Option <ul> <li>Retail and/or Home Delivery</li> </ul>	set of clinical edits such as prior authorizat	ion, age edits and quantity limits for a specific
<ul> <li>Plan exclusion edits are always included.</li> <li>Additional clinical management - Basic package - provides a limited list of prescription medications.</li> <li>Prescription Drug List:         <ul> <li>Cigna Standard Prescription Drug List</li> </ul> </li> <li>Specialty Pharmacy Management:         <ul> <li>Clinical Programs</li> <li>Prior authorization is not required on specialty medications</li> <li>Theracare® Program</li> <li>Medication Access Option</li> <li>Retail and/or Home Delivery</li> </ul> </li> </ul>	set of clinical edits such as prior authorizat	ion, age edits and quantity limits for a specifi
<ul> <li>Plan exclusion edits are always included.</li> <li>Additional clinical management - Basic package - provides a limited list of prescription medications.</li> <li>Prescription Drug List:         <ul> <li>Cigna Standard Prescription Drug List</li> </ul> </li> <li>Specialty Pharmacy Management:         <ul> <li>Clinical Programs</li> <li>Prior authorization is not required on specialty medications</li> <li>Theracare® Program</li> <li>Medication Access Option</li> <li>Retail and/or Home Delivery</li> </ul> </li> </ul>	set of clinical edits such as prior authorizat but quantity limits may apply. <b>Dnal Information</b> ssistance to a patient who is at risk of deve	loping medical complexities or for whom a

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Additional Information					
Health Advisor - A Support for healthy and at-risk individuals to help them stay healthy					
<ul> <li>Health and Wellness Coaching</li> <li>Gaps in Care coaching for select conditions</li> <li>Preference Sensitive Care/Treatment Decision Support Coaching</li> </ul>	Included				
Healthy Pregnancies/Healthy Babies <ul> <li>Care Management outreach</li> <li>Maternity Case Management</li> <li>Neo-natal Case Management</li> </ul>	\$400 (1st trimester) / \$200 (2nd trimester) - Option 1				

#### Maximum Reimbursable Charge

Out-of-Network services are subject to a Contract Year deductible and maximum reimbursable charge limitations. Payments made to health care professionals not participating in Cigna's network are determined based on the lesser of: the health care professional's normal charge for a similar service or supply, or a percentage (300%) of a fee schedule developed by Cigna that is based on a methodology similar to one used by Medicare to determine the allowable fee for the same or similar service in a geographic area. In some cases, the Medicare based fee schedule is not used, and the maximum reimbursable charge for covered services is determined based on the lesser of: the health care professional's normal charge for a similar service or supply, or the amount charged for that service by 80% of the health care professionals in the geographic area where it is received. The health care professional may bill the customer the difference between the health care professional's normal charge and the Maximum Reimbursable Charge as determined by the benefit plan, in addition to applicable deductibles, co-payments and coinsurance.

#### **Multiple Surgical Reduction**

Multiple surgeries performed during one operating session result in payment reduction of 50% to the surgery of lesser charge. The most expensive procedure is paid as any other surgery.

### Pre-Certification - Continued Stay Review - PHS Inpatient - required for all inpatient admissions

#### In Network: Coordinated by your physician

Out-of-Network: Customer is responsible for contacting Cigna Healthcare. Subject to penalty/reduction or denial for non-compliance.

- \$300 penalty applied to hospital inpatient charges for failure to contact Cigna Healthcare to precertify admission.
- Benefits are denied for any admission reviewed by Cigna Healthcare and not certified.
- Benefits are denied for any additional days not certified by Cigna Healthcare.

Pre-Existing Condition Limitation (PCL) does not apply.

Additional	Information
<ul> <li>Your Health First - 200</li> <li>ndividuals with one or more of the chronic conditions, identified on the right, may be eligible to receive the following type of support:</li> <li>Condition Management</li> <li>Medication adherence</li> <li>Risk factor management</li> <li>Lifestyle issues</li> <li>Health &amp; Wellness issues</li> <li>Pre/post-admission</li> <li>Treatment decision support</li> <li>Gaps in care</li> </ul>	<ul> <li>Holistic health support for the following chronic health conditions: <ul> <li>Heart Disease</li> <li>Coronary Artery Disease</li> <li>Angina</li> <li>Congestive Heart Failure</li> <li>Acute Myocardial Infarction</li> <li>Peripheral Arterial Disease</li> <li>Asthma</li> <li>Chronic Obstructive Pulmonary Disease (Emphysema and Chroni Bronchitis)</li> <li>Diabetes Type 1</li> <li>Diabetes Type 2</li> <li>Metabolic Syndrome/Weight Complications</li> <li>Osteoarthritis</li> <li>Low Back Pain</li> <li>Anxiety</li> <li>Bipolar Disorder</li> <li>Depression</li> </ul> </li> </ul>

**Coinsurance** - After you've reached your deductible, you and your plan share some of your medical costs. The portion of covered expenses you are responsible for is called Coinsurance.

Copay - A flat fee you pay for certain covered services such as doctor's visits or prescriptions.

**Deductible** - A flat dollar amount you must pay out of your own pocket before your plan begins to pay for covered services.

**Out-of-Pocket Maximum** - Specific limits for the total amount you will pay out of your own pocket before your plan coinsurance percentage no longer applies. Once you meet these maximums, your plan then pays 100 percent of the "Maximum Reimbursable Charges" or negotiated fees for covered services.

**Prescription Drug List** - The list of prescription brand and generic drugs covered by your pharmacy plan.

**Transition of Care** - Provides in-network health coverage to new customers when the customer's doctor is not part of the Cigna network and there are approved clinical reasons why the customer should continue to see the same doctor.

# **Exclusions**

#### What's Not Covered (not all-inclusive):

Your plan provides for most medically necessary services. The complete list of exclusions is provided in your Certificate or Summary Plan Description. To the extent there may be differences, the terms of the Certificate or Summary Plan Description control. Examples of things your plan does not cover, unless required by law or covered under the pharmacy benefit, include (but aren't limited to):

- Care for health conditions that are required by state or local law to be treated in a public facility.
- Care required by state or federal law to be supplied by a public school system or school district.
- Care for military service disabilities treatable through governmental services if you are legally entitled to such treatment and facilities are reasonably available.
- Treatment of an Injury or Sickness which is due to war, declared, or undeclared, riot or insurrection.

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- Charges which you are not obligated to pay or for which you are not billed or for which you would not have been billed except that they were covered under this plan.
- Assistance in the activities of daily living, including but not limited to eating, bathing, dressing or other Custodial Services or self-care activities, homemaker services and services primarily for rest, domiciliary or convalescent care.
- For or in connection with experimental, investigational or unproven services.
- Any services and supplies for or in connection with experimental, investigational or unproven services. Experimental, investigational and unproven services do not include routine patient care costs related to qualified clinical trials as described in your plan document. Experimental, investigational and unproven services are medical, surgical, diagnostic, psychiatric, substance abuse or other health care technologies, supplies, treatments, procedures, drug therapies or devices that are determined by the Healthplan Medical Director to be: not demonstrated, through existing peer-reviewed, evidence-based scientific literature to be safe and effective for treating or diagnosing the condition or illness for which its use is proposed; or not approved by the U.S. Food and Drug Administration (FDA) or other appropriate regulatory agency to be lawfully marketed for the proposed use; or the subject of review or approval by an Institutional Review Board for the proposed use.
- Cosmetic surgery and therapies. Cosmetic surgery or therapy is defined as surgery or therapy performed to improve or alter appearance or self-esteem or to treat psychological symptomatology or psychosocial complaints related to one's appearance.
- The following services are excluded from coverage regardless of clinical indications: Acupressure; Dance therapy, Movement therapy; Applied kinesiology; Rolfing; and Extracorporeal shock wave lithotripsy (ESWL) for musculoskeletal and orthopedic conditions.
- Dental treatment of the teeth, gums or structures directly supporting the teeth, including dental X-rays, examinations, repairs, orthodontics, periodontics, casts, splints and services for dental malocclusion, for any condition. Charges made for services or supplies provided for or in connection with an accidental injury to sound natural teeth are covered provided a continuous course of dental treatment is started within six months of an accident. Sound natural teeth are defined as natural teeth that are free of active clinical decay, have at least 50% bony support and are functional in the arch.
- For medical and surgical services, initial and repeat, intended primarily for the treatment or control of obesity. However, treatment of clinically severe obesity, as defined by the body mass index (BMI) classifications of the National Heart, Lung and Blood Institute guideline is covered if the services are demonstrated, through peer-reviewed medical literature and scientifically based guidelines, to be safe and effective of treatment of the condition.
- Unless otherwise covered in this plan, for reports, evaluations, physical examinations, or hospitalization not required for health reasons including, but not limited to, employment, insurance or government licenses, and court-ordered, forensic or custodial evaluations.
- Court-ordered treatment or hospitalization, unless such treatment is prescribed by a Physician and listed as covered in this plan.
- Transsexual surgery including medical or psychological counseling and hormonal therapy in preparation for, or subsequent to, any such surgery.
- Medical and Hospital care and costs for the infant child of a Dependent, unless this infant child is otherwise eligible under this plan.
- Nonmedical counseling or ancillary services, including but not limited to Custodial Services, education, training, vocational rehabilitation, behavioral training, biofeedback, neurofeedback, hypnosis, sleep therapy, employment counseling, back school, return to work services, work hardening programs, driving safety, and services, training, educational therapy or other nonmedical ancillary services for learning disabilities, developmental delays, autism or mental retardation.
- Therapy or treatment intended primarily to improve or maintain general physical condition or for the purpose of enhancing job, school, athletic or recreational performance, including but not limited to routine, long term, or maintenance care which is provided after the resolution of the acute medical problem and when significant therapeutic improvement is not expected.
- Consumable medical supplies other than ostomy supplies and urinary catheters. Excluded supplies include, but are not limited to bandages and other disposable medical supplies, skin preparations and test strips, except as specified in the "Home Health Services" or "Breast Reconstruction and Breast Prostheses" sections of this plan.
- Private Hospital rooms and/or private duty nursing except as provided under the Home Health Services provision.
- Personal or comfort items such as personal care kits provided on admission to a Hospital, television, telephone, newborn infant photographs, complimentary

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meals, birth announcements, and other articles which are not for the specific treatment of an Injury or Sickness.

- Artificial aids including, but not limited to, corrective orthopedic shoes, arch supports, elastic stockings, garter belts, corsets, dentures and wigs.
- Hearing aids (with the exception of that listed in the Schedule), including but not limited to semi-implantable hearing devices, audiant bone conductors and Bone Anchored Hearing Aids (BAHAs). A hearing aid is any device that amplifies sound.
- Aids or devices that assist with nonverbal communications, including but not limited to communication boards, prerecorded speech devices, laptop computers, desktop computers, Personal Digital Assistants (PDAs), Braille typewriters, visual alert systems for the deaf and memory books.
- Eyeglass lenses and frames and contact lenses (except for the first pair of contact lenses for treatment of keratoconus or post cataract surgery).
- Eye exercises and surgical treatment for the correction of a refractive error, including radial keratotomy.
- Treatment by acupuncture.
- All non-injectable prescription drugs, injectable prescription drugs that do not require Physician supervision and are typically considered self-administered drugs, nonprescription drugs, and investigational and experimental drugs, except as provided in this plan.
- Routine foot care, including the paring and removing of corns and calluses or trimming of nails. However, services associated with foot care for diabetes and peripheral vascular disease are covered when Medically Necessary.
- Membership costs or fees associated with health clubs, weight loss programs and smoking cessation programs.
- Genetic screening or pre-implantations genetic screening. General population-based genetic screening is a testing method performed in the absence of any symptoms or any significant, proven risk factors for genetically linked inheritable disease.
- Dental implants for any condition.
- Fees associated with the collection or donation of blood or blood products, except for autologous donation in anticipation of scheduled services where in the utilization review Physician's opinion the likelihood of excess blood loss is such that transfusion is an expected adjunct to surgery.
- Blood administration for the purpose of general improvement in physical condition.
- Cost of biologicals that are immunizations or medications for the purpose of travel, or to protect against occupational hazards and risks.
- Cosmetics, dietary supplements and health and beauty aids.
- All nutritional supplements and formulae except for infant formula needed for the treatment of inborn errors of metabolism.
- Medical treatment for a person age 65 or older, who is covered under this plan as a retiree, or their Dependent, when payment is denied by the Medicare plan because treatment was received from a nonparticipating provider.
- Medical treatment when payment is denied by a Primary Plan because treatment was received from a nonparticipating provider.
- For or in connection with an Injury or Sickness arising out of, or in the course of, any employment for wage or profit.
- Telephone, e-mail, and Internet consultations, and telemedicine.
- Massage therapy.

# These are only the highlights

This summary outlines the highlights of your plan. For a complete list of both covered and not covered services, including benefits required by your state, see your employer's insurance certificate or summary plan description -- the official plan documents. If there are any differences between this summary and the plan documents, the information in the plan documents takes precedence. This summary provides additional information not provided in the Summary of Benefits and Coverage document required by the Federal Government.

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