

AGREEMENT  
BETWEEN  
THE TOWN OF SIMSBURY, CONNECTICUT  
AND  
AFSCME LOCAL 2945 OF COUNCIL 4, AFL-CIO  
SIMSBURY PUBLIC WORKS AND PARKS EMPLOYEES

Effective July 1, 2016  
Through  
June 30, 2019

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Preamble

This agreement is made and entered into by and between the Town of Simsbury, Connecticut (hereinafter referred to as “the Town” or “the Employer”) and AFSCME Local 2945 of Council 4, AFL-CIO, Simsbury Public Works and Parks Employees (hereinafter referred to as “the Union”).

ARTICLE I  
RECOGNITION

The Town hereby recognizes the Union as the exclusive collective bargaining agent for the unit consisting of all full and regular part time employees of the public works, parks and recreation department, excluding supervisors and all other employees excluded by the Municipal Employees Relations Act, C.G.S. Section 7-467a, et seq. The Union is the sole and exclusive representative of all said employees for purposes of collective bargaining with respect to wages, hours and other conditions of employment.

ARTICLE II  
UNION SECURITY

SECTION 1. As a condition of employment, each employee who is a member of the Union on the effective date of this Agreement shall remain a member in good standing for the duration of this Agreement or shall be assessed a “Union Service Fee.” Each employee who is not a member of the Union on the effective date of this Agreement shall be required to become a member in good standing, or shall be assessed a “Union Service Fee.” Each new employee, as a condition of employment shall become a member of the Union in good standing after thirty (30) days of employment or shall be assessed a “Union Service Fee.” Said “Union Service Fee” shall not exceed the “Union Dues Assessment” currently in effect.

SECTION 2. The Town agrees to deduct from the wages of all employees covered herein who voluntarily and individually authorize such deductions in writing from their wages, such dues and initiation fees as may be fixed by the Union and allowed by statute. The Town will remit to the Union, amounts collected from each weekly pay once each month, on or before the last day of the month in which such deductions are made, together with a list of employees from whose wages these sums have been deducted. Such dues deductions shall continue for the duration of this Agreement and any extension thereof. The Union agrees to indemnify and hold the Town harmless for any claims, loss or damages arising out of the operation of this Article. It is also agreed that neither an employee nor the Union shall have any claim against the Town for any deductions made as the case may be.

ARTICLE III  
UNION BUSINESS LEAVE

SECTION 1. Two (2) members of the Union Negotiation Committee shall be granted leave from duty with full pay for all meetings between the Town and the Union for the purpose of negotiating the terms of the contract when such meetings take place at a time during which such members are scheduled to be on duty.

SECTION 2. One (1) member of the Union Grievance Committee plus the Grievant shall be granted leave from duty with full pay for all meetings between the Town and the Union through arbitration for the purpose of processing grievances, when such meetings take place at a time during which such members are scheduled to be on duty.

SECTION 3. 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 forty-eight (48) 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 except in cases where the one (1) hour increment results in the effective loss of the employee for more than one (1) hour, in such event the employee will be charged with a four (4) hour increment. The Union shall endeavor to give as much advance notice as possible before such leave is taken.

SECTION 4. The President of the Union, or designee, and all new employees shall be granted leave from duty with full pay for one (1) hour for Union orientation.

ARTICLE IV  
PROBATIONARY PERIOD

SECTION 1. All new employees shall serve a probationary period of nine (9) months.

SECTION 2. All new employees shall have no seniority rights during said period, but shall be subject to all other provisions of this contract, except that neither the Union nor the probationary employee shall have access to the grievance procedure or to arbitration when the sole issue concerns the discharge or discipline of the probationary employee. It is agreed that this clause shall not be deemed to deny such employee the right to a meeting with the First Selectman and his/her Department Head regarding discipline or discharge.

SECTION 3. All employees after completion of the probationary period shall be credited with service as of the date they begin the probationary period.

ARTICLE V  
GRIEVANCE PROCEDURE

SECTION 1. Purpose

The purpose of the grievance procedure shall be to resolve employee grievances on as low an administrative level as is possible so as to insure employee morale without impairing Town efficiency. No grievance settlement shall contravene the provisions of this Agreement.

SECTION 2. Definitions

A. A "grievance" is defined as any of the following:

- (a) dispute or disagreement arising out of discharge or suspension, or
- (b) a claim that there has been a misinterpretation or misapplication of a specific provision of this Agreement.

B. "Days" are defined as calendar days.

SECTION 3. Procedure

- A. Both parties recognize the importance of prompt and expeditious processing of grievances. Therefore, each of the time limits provided herein shall be considered as a maximum, provided that any such time limit may be extended by mutual agreement. Failure to appeal a grievance within the designated time shall be considered acceptance of the last decision rendered. Failure to respond to a grievance within the designated time shall be deemed a denial of the grievance and the grievant may immediately proceed to the next step of the procedure. Any grievance not filed in writing within ten (10) calendar days of the event or condition giving rise thereto or within ten (10) calendar days of when the grievant knew or should have reasonably known of the event shall be deemed waived.
- B. The following remedies, except for grievances involving any dispute or disagreement arising or out of any discharge or suspension, shall be exhausted in order.

INFORMAL STEP

Any employee may submit a grievance to the Supervisor as soon as possible but not later than twenty-four (24) hours following the event or condition giving rise to the grievance. The Supervisor shall attempt informally to resolve the grievance. If the grievance is not resolved informally to the satisfaction of the employee within three (3) days, the employee shall submit the grievance in writing pursuant to the time limits specified in Step 1.

### STEP 1

Any employee with a grievance shall submit said grievance in writing to the Department Head as soon as practicable and in no event later than ten (10) days from the event or occurrence giving rise to the grievance. The Department Head shall use his best efforts to resolve the dispute. The Department Head's decision shall be submitted in writing to the aggrieved employee within five (5) days of receipt of the grievance.

### STEP 2

If the employee or the Union is not satisfied with the decision rendered by the Department Head, the employee or the Union shall submit the grievance in writing within ten (10) days after the date of such decision, to the First Selectman who shall render a decision within ten (10) days after receipt of the grievance. (At the beginning of Step 2, the First Selectman or grievant may elect to have the grievance heard by the entire Board of Selectmen.)

### STEP 3

Grievances that cannot be settled by the First Selectman may be submitted to the Personnel Sub-Committee within ten (10) days of the decision of the First Selectman. The Personnel Sub-Committee shall hear the grievance within fifteen (15) calendar days of its receipt of the grievance(s) and shall render its written decision within seven (7) calendar days after such hearing.

### STEP 4

- a. If the Union is not satisfied with the decision rendered, it shall, within fourteen (14) days after the receipt of the decision of the Personnel Sub-Committee, submit the grievance to the State Board of Mediation and Arbitration in accordance with its rules and regulations and procedures. Only the union shall have the right to appeal a grievance to arbitration hereunder. The decision rendered by the Arbitrator(s) shall be final and binding on both parties. The Arbitrator shall be bound by the provisions of this Agreement and shall have no power to add to, subtract from, or modify in any way the terms of this Agreement.
- b. When mutually agreed to by the Town and the Union, grievances except those involving suspensions of three (3) days or more, demotions and terminations, may be settled through the process of expedited arbitration of the Connecticut State Board of Mediation and Arbitration.

### SECTION 4. Mediation

The mediation services of the State Board of Mediation and Arbitration may be used at any time provided either party so desires.

#### SECTION 5. Recording of Minutes or Testimony

Either party shall have the right to employ a public stenographer at its own cost at any step in this procedure. A copy of such transcript shall be available to the other party at its own cost.

#### SECTION 6. Meetings

If either of the parties participating in the grievance process desires to meet for the purpose of oral discussion, a meeting shall be requested and scheduled in accordance with time limits specified in Steps One, Two, and Three.

#### SECTION 7. Union as Grievant

The Union shall be entitled to submit grievances in the name of the Union in the same manner as is provided herein for employees, except that such grievances shall begin at Step 2.

In order to avoid the necessity of processing at one time numerous grievances originating with the same event, the Union shall file a similar grievance at Step 2. When this occurs, all other grievances, if any, arising out of the same event will be held in abeyance, and the Union grievance shall be processed as a precedent.

When such grievance is resolved, the parties shall promptly review the other grievances, if any, that were held in abeyance in an effort to resolve them. This mutual review procedure shall not require more than seven (7) days, subject, however, to mutual extension of the period for review if circumstances so require.

If any such grievance cannot be settled on the basis of a precedent grievance, it shall be processed in accordance with the Grievance Procedure and in accordance with the time limits established in this Agreement.

#### SECTION 8. Time Limits

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 extended by written agreement.

SECTION 9. 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 by the Town.

### ARTICLE VI NO STRIKE/ NO LOCKOUT

The Union agrees that it will not call or support any strike, sympathy strike, slowdown, sick-in, or any other concerted refusal to render services to the Town during the term of this Agreement. The Town agrees it will not lock-out employees during the term of this Agreement.

ARTICLE VII  
SICK LEAVE/FUNERAL LEAVE/FAMILY LEAVE/INJURY LEAVE/JURY LEAVE

SECTION 1. Employees may take sick leave for non- occupational illness or disability, on the following conditions:

- A. Amount of Sick Leave- Employees shall be eligible to accrue sick leave at a rate of one and one-quarter (1.25) days per month to a maximum of fifteen (15) days per year. Unused sick leave may be accumulated to a maximum of one hundred forty (140) days. In order to accrue sick leave during any month, the employee must be on the active payroll for at least half the month or be on an authorized paid leave of absence.
- B. Notification of Illness – In order to be paid for sick leave, an employee must notify the department within one (1) hour of the time the employee is due to report for duty, unless otherwise specified by the department.
- C. 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 resulting from causes beyond the employee's control for which compensation is not payable under the terms of the Workers' Compensation Act of the State of Connecticut.
  - 2. Enforced quarantine of the employee in accordance with community health regulations.
  - 3. Family illness or physical incapacity for which an 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 opt to use earned perfect attendance days and vacation days for family illness or incapacity.
- D. Employees utilizing sick leave shall call in and speak to a supervisor as close as possible to the beginning of their shift.
- E. Proof of Illness – 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 had been warned at least once in writing. In any instance in which the Town requires medical examination of an employee by a physician selected by the Town, the Town shall pay the cost of such examination. Employees may be disciplined for frequent or habitual absence or for abuse of sick leave even though such absences do not equal or exceed the accrual set forth in Section 1.A of this Article.

SECTION 2. Funeral Leave

Full-time employees shall be granted up to three (3) days off with pay to attend funeral services in the event of death in the immediate family (spouse, parent, parent-in-law, child, sibling, grandparent



or grandchild) and one (1) day off for the death of the employee's sister-in-law, brother-in-law, niece, nephew, aunt or uncle. Nothing herein shall be deemed to prevent an employee from requesting time off without pay for attendance at a funeral not provided for herein, and such request shall not be unreasonably denied. Further, an employee may request up to two (2) additional paid days under this provision which may be granted at the sole discretion of the First Selectman.

### SECTION 3. Family and Medical Leave Act

Employees may be eligible for up to twelve (12) weeks annual unpaid leave for birth or adoption of a child, to care for a seriously ill parent, spouse or child or for serious illness of the employee in accordance with federal law. As part of the twelve (12) weeks allowed for leave under the law, employees must exhaust applicable paid time off which time off shall be credited toward the twelve (12) week allowance, except at the employee's option, he/she may save up to two (2) weeks of vacation and up to one (1) week of sick leave.

### SECTION 4. Injury Leave

Injury leave, as distinguished from sick leave, means paid leave given to an employee because the accident, injury or illness occurred while the employee was engaged in the performance of his/her duties.

The Town shall 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 absent on injury leave.

### SECTION 5. Jury Leave

The Town shall continue to pay an employee's regular salary while he/she is on jury duty with the understanding that the employee will reimburse the Town the amount of jury duty pay when received, less travel expenses.

### SECTION 6. Military Leave

The First Selectman grants Military Leave upon request for active duty in the National Guard or Armed Forces in accordance with the General Statutes of the State of Connecticut and applicable Federal law.

### SECTION 7. Earned Days for Perfect Attendance

Employees who have perfect attendance will earn one (1) day per calendar quarter plus one (1) additional day for perfect attendance for four (4) consecutive quarters. Perfect attendance means there are no absences due to sick leave; habitual tardiness (not approved by the supervisor); or interruptions to work (unless supervisor grants approval to make up time lost). Workers' Compensation time, bereavement leave, jury duty, or military duty shall not count against perfect attendance. Perfect attendance days may be taken as earned or may accrue as additional vacation

time and must be taken in the fiscal year following the year in which they were earned, or they will be lost. Earned days must be taken as either a half or a full day.

#### SECTION 8. Personal Leaves of Absence

The First Selectman upon recommendation of the department head, may grant leaves of absence when necessary, without pay, up to a maximum of sixty (60) working days. The Board of Selectman may grant unpaid leaves of absence for periods longer than two months. The Town shall continue insurance coverage during such period.

### ARTICLE VIII VACATION

SECTION 1. All vacation time shall be taken in the vacation year (July 1<sup>st</sup> through June 30<sup>th</sup>) with no overlapping or accruals from year to year without written approval of the Department head, based upon the following schedule. The employee's anniversary of hire date shall be used to calculate vacation accrual.

<b>Employees will accrue vacation on a monthly basis as of the Anniversary of Hire Date</b>	<b>Monthly Vacation Accrual</b>	<b>Maximum Annual Accrual</b>
Date of Hire to First Anniversary Date	0.833	10 days
As of the Second (2nd) Anniversary Date	0.833	10 days
As of the Third (3rd) Anniversary Date	0.833	10 days
As of Fourth (4th) Anniversary Date	0.833	10 days
As of the Fifth (5th) Anniversary Date	0.833	10 days
As of Sixth (6th) Anniversary Date	1.25	15 days
As of the Seventh (7th) Anniversary Date	1.25	15 days
As of the Eighth (8th) Anniversary Date	1.25	15 days
As of the Ninth (9th) Anniversary Date	1.25	15 days
As of the Tenth (10th) Anniversary Date	1.25	15 days
As of the Eleventh (11th) Anniversary Date	1.666	20 days
As of the Twelfth (12th) Anniversary Date	1.666	20 days
As of the Thirteenth (13th) Anniversary Date	1.666	20 days
As of Fourteenth (14th) Anniversary Date	1.666	20 days
As of the Fifteenth (15th) Anniversary Date	1.666	20 days
As of the Sixteenth (16th) Anniversary Date	1.75	21 days
As of the Seventeenth (17th) Anniversary Date	1.833	22 days
As of the Eighteenth (18th) Anniversary Date	1.916	23 days
As of the Nineteenth (19th) Anniversary Date	2.00	24 days
As of the Twentieth (20th) Anniversary Date	2.083	25 days
As of the Twenty-First (21st) Anniversary Date	2.166	26 days
As of the Twenty-Second (22nd) Anniversary Date	2.25	27 days

Effective June 30, 2016 part-time Employees shall not be entitled to vacation time or vacation pay.

#### SECTION 2. Credit Upon Termination

For employees, vacation pay or vacation time accrued shall be provided upon separation. An employee shall be paid for vacation time earned the previous vacation year and not used up in the present vacation year upon separation from employment.

Earned vacation pay will be prorated to the date of termination of employment at the following rate:

One-twelfth (1/12) of full vacation pay for each full month of completed service commencing July 1 and ending the next June 30.

“Full vacation pay” shall mean the amount of vacation pay the employee would receive if he had remained on the payroll in his employment status (at the time of termination) through the next succeeding June 30.

In the event of death of an employee, the employee’s accrued vacation shall be paid to the beneficiary designated in the life insurance policy, or in the absence of one, the estate.

#### SECTION 3. Carry-over of Vacation

Under normal circumstances, vacation shall be used during the applicable vacation year or shall be lost. However, under extenuating circumstances beyond the control of the employee, the First Selectman shall permit the employee to carry-over up to a maximum of ten (10) days accrued for a period not to exceed six months.

#### SECTION 4. Break in Service

Vacation time shall be determined by the length of continuous service. For purposes of computing vacation time, employees who leave the Town service for more than one (1) year and return shall be considered new employees.

#### SECTION 5. Advanced Vacation

No employee may take vacation time beyond the amount earned except in the most unusual circumstances. Requests for advanced vacation must be submitted by the employee to the Department Head in writing and are subject to approval by the First Selectman or his/her designee.

#### SECTION 6. Sickness While on Vacation

An employee who becomes ill while on vacation may not deduct illness from vacation time unless a medical certificate confirms the illness.

## SECTION 7. Advanced Vacation Pay

In order for employees to receive vacation pay in advance, the Personal Action Form reporting vacations to be taken must be received in the Finance Department at least one week before the day of last payroll distribution before the start of vacation to allow for the drawing of the check.

SECTION 8. Employees' choice of vacation schedule shall be granted wherever practicable. Seniority among bargaining unit members shall prevail in the selection of vacations up to a two (2) week period. The Department Head shall have the right to limit the number of employees who may be off simultaneously because of the operating requirements of the department, such as snow season for the Highway Department or summer for Park and Recreation. Such rights shall not be unnecessarily restrictive, however.

SECTION 9. Any employee who is laid off as the result of a reduction in force, and who is subsequently recalled, shall receive credit for seniority prior to layoff for the purpose of earned vacation under this article.

SECTION 10. Observed holidays established by this contract are not considered in the computation of vacation credit as a part of the vacation time.

## SECTION 11. Crediting Vacation Time to Sick Leave

In the event an employee's sick leave is exhausted, earned vacation time may be used.

## ARTICLE IX HOLIDAYS

### SECTION 1. Paid Holidays

The following holidays shall be observed by all permanent, full-time employees, and shall be granted with pay:

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

In addition to the holidays listed above, there shall be one (1) additional floating holiday. Days off for such holidays shall be mutually agreed upon by the employee and supervisor. Such days off shall not be unreasonably denied.

SECTION 2. 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.

SECTION 3. Bargaining unit employees who work on a designated holiday shall be paid at double (x2) the regular hourly rate plus the holiday pay.

SECTION 4. Whenever any holiday falls within paid vacation time said holiday shall not be charged against earned vacation. The employee shall be given another vacation day off to compensate for said holiday at a time mutually agreeable to the employee and the Town.

SECTION 5. Attendance on Days Prior to and Immediately after a Holiday

Employees shall not be 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 any other paid leave, or on leave authorized by the First Selectman or department head.

SECTION 6. Permanent part-time employees shall receive holiday pay based upon one-fifth of their average straight time weekly pay.

ARTICLE X  
UNIFORMS

SECTION 1. The Town shall continue to provide or supply uniform services as per current practice (see Appendix B).

SECTION 2. The Town shall provide replacement of uniform items which are worn out, torn, or otherwise in need of replacement. Employees are to take reasonable care of uniforms and all uniforms are to be clean and neat when worn in a manner appropriate to the work assignments being performed. Employees may not wear clothing of any kind with obscene language or logos that are inappropriate to the workplace.

SECTION 3. All employees, except sewer department employees, will receive one (1) pair of steel toed shoes up to \$125 per pair. Any amount over \$125 per pair will be paid by the employee.

SECTION 4. The Town shall pay for prescription eyeglasses that are damaged while the employee is in the course of performing his/her responsibilities. The Town's maximum liability shall be limited to \$250.00 for eyeglasses.

SECTION 5. The following uniform provisions shall be granted to all bargaining unit employees annually. All clothing must be selected from a pre-approved list of items and be appropriate to the work assignment:

A)	Highway
Annually:	11 sets of shirts and pants with laundry cleaning service provided to each employee.
	Winter jackets purchased the first year for each employee, then reorder two (2) every third (3 <sup>rd</sup> ) year
	One (1) polo shirt or two (2) t-shirts; and two (2) sweatshirts.

B)	All Custodians and Golf Course Staff
	Two hundred fifty dollars (\$250.00) for clothing allowance per year plus one (1) pair of shoes. Town purchases on an as-needed basis, and employees launder uniforms themselves. Management has the right to require collared shirts for night custodians.

C)	Parks and Recreation Department		
Annually:	5 sets of long- or short-sleeve shirts	5 pairs of pants	2 t-shirts
	1 pair coveralls, as needed	2 sweatshirts	1 winter coat or jacket
	1 summer coat or jacket (both initially when hired and replaced as needed)		

D)	Sewer Department		
Annually:	5 pair pants	5 long-sleeve shirts	2 pair safety shoes
	3 t-shirts	1 winter jacket (every other year)	
	1 light jacket (every other year)	All replacements by employee beyond annual purchase	Gloves as needed

## ARTICLE XI SENIORITY/VACANCIES/LAYOFFS

**SECTION 1.** Seniority is defined as continuous service from the first day of employment. Whenever more than one (1) person begins employment in the Town on the same day, the seniority of each individual as it relates to others employed the same day shall be determined by the order of appointment.

**SECTION 2.** Seniority shall not be broken by vacations, sick time, suspension, any authorized leave of absence, family leave, or uniformed service in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA).

**SECTION 3.** The purpose of seniority is to provide a declared policy of the right of preference as to lateral transfers, shift preference, vacation, layoff and recall.

**SECTION 4.** An employee's seniority shall be considered broken if he voluntarily quits, is discharged, is absent from scheduled work for five (5) consecutive days without notifying the department, or fails to return to work within fifteen (15) calendar days after notice by certified letter of recall from layoff to an equivalent position.

**SECTION 5.** Promotions to vacant bargaining unit positions shall be made on the basis of qualifications, skill and ability. Qualified bargaining unit applicants for such positions shall be appointed over external candidates.

When qualifications, skill and ability are relatively equal among internal candidates, the senior applicant shall be promoted.

The Town shall bear the burden to demonstrate that there is a qualitative and quantitative difference between applicants concerning qualifications, skill and ability in order to sustain the promotion of a less senior employee.

SECTION 6. In the event there is a reduction in or a proposed reduction in the number of employees or work hours, the employee with the least seniority shall be laid off first. The Town shall notify the Union President and the least senior employee within the affected job title at least fourteen (14) calendar days before the effective date of the layoff.

SECTION 7. The order of layoff for employees covered by this Agreement shall be as follows:

- a. Temporary and seasonal employees;
- b. Probationary employees, part-time before full-time;
- c. Permanent part-time employees before regular full-time; and
- d. Within job title, full-time employees with the least seniority first.

An employee who receives such notice may elect within seven (7) calendar days thereafter to bump into a lower job title, provided that the employee has more seniority than the least senior employee in the lower job title and is qualified to perform the duties of that classification. The employee to be bumped shall have the same bumping rights to positions held by less senior employees in a lower job title provided all such bumping rights are exercised prior to the effective date of layoff. In no case shall a part-time employee bump a full-time employee.

SECTION 8. Employees who are laid off or bumped into a lower job title under this Article shall have recall rights as follows:

- a. The Department Head shall place the employee on a recall list.
- b. Employees who are bumped to a lower job title shall have recall rights to return to his/her former job title. When an employee is bumped to a lower job title, he/she shall be placed on the appropriate pay scale and step that represents the least reduction to the pay of the employee.
- c. For a period of twenty-four (24) months, the affected employee shall have the right to be recalled to the job title from which he/she was laid off, if a position should become vacant or be reinstated to a position in a lower job if qualified.
- d. No person shall be newly employed until all persons on the recall list have been notified by certified mail, and such persons either are offered re-employment for which he/she is qualified, or declined such re-employment offer. An employee who declines an offer of re-employment shall forfeit recall rights. If a person on recall fails to respond to a certified letter notifying the employee of a recall he/she shall forfeit recall rights.

## ARTICLE XII CLASSIFICATION

### SECTION 1. Classification of Positions

Positions that are substantially similar with respect to duties, responsibilities, authority and character of work are included within the same grade and the same schedule of compensation applies with equity under working conditions to all positions in the same grade. No new position shall be allocated to the grade without negotiations and agreement with the Union.

SECTION 2. Whenever the Town creates a new job classification or changes an existing job, the Town shall notify the Union. Within ten (10) days following receipt of such 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 a grievance through the grievance procedure as to what pay rate is appropriate. The Union may elect to process this grievance beginning with Step 2.

SECTION 3. Request for reclassification must be made by the employee to his/her department head prior to January 1 of each year. The department head will make a recommendation to the First Selectman who will, in turn, respond formally to the employee on or before March 1 of each year unless mutually extended by the Union and the Town. Any disputes that are not resolved shall be settled at the Mediation and Arbitration level of the Grievance Procedure. The employee may make such request once in any two (2) year period for the same classification.

## ARTICLE XIII HOURS, OVERTIME, COMPENSATORY TIME AND CONDITIONS OF EMPLOYMENT

### SECTION 1. Hours of Employment

- A. Hourly Employees are compensated in accordance with the Compensation Article XVI. The regularly scheduled work week is as follows:

#### Highway and Sewer Department

7:00 a.m. to 3:30 p.m. Monday through Friday with one-half hour for lunch.

#### Recreation Department

7:00 a.m. to 3:30 p.m. Monday through Friday with one-half hour for lunch. One individual works a second shift of 3:30 p.m. to 12 midnight. Employees working alone for an entire dedicated eight hour shift may take their half-hour "paid" lunch at the end of the shift, provided that employees will be expected to "break" lunch in the event that they are needed to respond to work duties. This schedule shall be modified beginning two (2) weeks following the opening of the ice rink operation and continuing through the time the ice rink is in operation until two (2) weeks prior to the closing of the rink, when employees shall work according to the attached "ZAMBONI" schedule.



### Golf Department

6:00 a.m. to 2:30 p.m. Monday through Friday with one-half hour for lunch except for part-time and seasonal employees who are regularly scheduled for weekend work, provided that the hours shall be 6:30 a.m. to 3:00 p.m. Monday through Friday during the period of October 1 through April 15, unless otherwise mutually agreed by the parties.

### Custodians

7:00 a.m. to 3:30 p.m. Monday through Friday with one-half hour unpaid lunch.

There is one shift that works 6:30 a.m. to 3:00 p.m. with one half-hour unpaid lunch and two that work 3:00 p.m. to 11:00 p.m. with one-half hour paid lunch and one that works 8:00 a.m. to 4:00 p.m. with one-half hour paid lunch.

- B. Morning and afternoon breaks shall continue pursuant to current practice.
- C. The hours of work set forth above may be adjusted by mutual agreement of the Town and the Union.

### SECTION 2.

- A. Hours worked in excess of eight (8) hours per day or any hours worked on Saturday shall be paid at the rate of time and one-half ( $x1\frac{1}{2}$ ) the employee's hourly rate. For employees whose regular work schedule includes Saturday, they shall receive time and one-half ( $x1\frac{1}{2}$ ) their regular hourly rate for hours worked on their sixth or seventh day.
- B. The premium rate for hours worked on Sunday or the employee's seventh day for those regularly scheduled to work Sunday shall be paid double ( $x2$ ) the rate of the employee's regular hourly rate.

SECTION 3. When an employee is required to return to duty to perform overtime duties and when the overtime hours so worked are not contiguous with said employee's regular duty hours, he/she shall be paid not less than four (4) hours pay at the applicable premium rate of pay. If an "on-call" employee is required to respond to an issue that can be addressed remotely using a town-issued computer or town-issued mobile device, the employee will be paid for the work in one (1) hour increments.

### SECTION 4.

- A. All overtime work shall be first offered to full-time employees then to part-time employees of the bargaining unit and they shall be given first preference for all such overtime work. If no member of the bargaining unit is available or willing to work, the Town may use non-bargaining unit employees.

- B. Overtime work shall be divided equally as far as practicable, by rotation on a seniority basis within the division and classification requiring the overtime, subject to the employee's classification and ability to perform the required work.
- C. An overtime list shall be posted quarterly on the Union bulletin board. All overtime hours worked shall be posted as well as a record of overtime hours refused.
- D. One full time bargaining unit employee will be offered Sunday overtime employment during the golfing season. The Golf Course Superintendent will be allowed to perform bargaining unit duties on Saturdays in accordance with current practice, but shall not be allowed to perform bargaining unit work on Sundays.

Any employee who refuses to perform overtime shall be charged a turn on the rotation list.

SECTION 5. Any overtime order in shall be by reverse order of seniority (least senior ordered in first) on the rotation list.

#### SECTION 6. Compensatory Time

Compensatory time is granted at the applicable premium rate. The decision to elect compensatory time in lieu of overtime pay is at election of the employee and such agreement must be made prior to the performance of the work.

- A. A maximum of eighty (80) hours of compensatory time may be accumulated;
- B. Requests for compensatory time off, which can be used in lieu of vacation time, will be granted by mutual agreement between the employee and his/her immediate supervisor, and shall not be unreasonably denied;
- C. An employee who has accrued compensatory time off shall, upon termination of employment, be paid for unused compensatory time at the applicable rate.
- D. Members of the bargaining unit may carry over a maximum of ten (10) days into the next fiscal year.

#### SECTION 7. Outside Employment

Employees of the bargaining unit recognize that their position with the Town is the employee's primary employment responsibility.

### ARTICLE XIV INSURANCE

SECTION 1. The Town reserves the right to change insurance carriers provided that coverage under new plans is equal to or better that the coverage presently in effect, provided that the Union is notified of the proposed change at least thirty (30) days prior to implementation.

SECTION 2. The Town will provide each employee and dependent who elects coverage with the following insurance or its equivalent:

- a. A Preferred Provider Organization (“PPO”) option as described in Exhibit C, a Health Maintenance Organization (“HMO”) option as described in Exhibit C, or a High Deductible Health Plan/Health Savings Account (“HDHP/HSA”) option as described in Exhibit C. Effective July 1, 2018 the PPO option will no longer be available.
- b. CIGNA Dental Coverage (Group Plan #0320442-03).
- c. Term Life Insurance (employee only) will be provided to each employee in the amount of \$5,000 paid by the Town. Additional coverage of up to twice the employee’s annual salary minus \$5,000 (Supplemental Life Coverage) may be provided to employees, subject to the terms of The Group Insurance Policy issued by Hartford Life to The Town of Simsbury as described in the booklet provided to employees and provided that the employee enrolls and pays 20% of the premium cost for the amount above \$5,000.
- d. Effective July 1, 2003, the Long-term disability benefit coverage (employee only) after the six month waiting period, shall be equal to sixty percent (60%) of the employee’s salary.
- e. Employee Assistance Program. The Town shall offer members of the bargaining unit participation in the Child and Family Services Employee Assistance Program. The Town will fund the cost of the Child and Family Services EAP Program.
- f. Health Incentive Program

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 below.

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.

The Town will also provide eligible family members coverage for any employee who elects such coverage under Section 2, paragraphs a, b, and e above.

g. Employee Contributions

Current employee contribution to medical and dental insurance premium costs, for the coverage elected by the employees and their eligible dependents, shall be as follows:

- Employees hired prior to July 1, 2006 and paying 16% as of June 30, 2016 shall contribute the following percentage of insurance premium costs:
  - Effective July 1, 2017: seventeen percent (17%)
  - Effective July 1, 2018: eighteen percent (18%)(HMO only – PPO is discontinued)
  - Effective July 1, 2019: nineteen percent (19%)(HMO only – PPO is discontinued)
  - Effective June 30, 2020: twenty percent (20%)(HMO only – PPO is discontinued)
- Employees participating in the HDHP/HSA option shall pay a fifteen percent (15%) insurance premium.
- Employees hired on or after July 1, 2006 shall continue to pay twenty percent (20%) of insurance premium costs, with the exception of the fifteen percent (15%) insurance premium for the HDHP/HSA.

Part-time employees may join the group insurance plans except long-term disability, with the Town paying fifty percent (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.

Employee co-pay shall be eligible for Section 125 deductions through weekly payroll deductions.

h. 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, provided the employee can provide evidence on an annual basis of coverage by other health insurance. 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.

Employees who elect to retire and receive retirement plan benefits prior to attaining the age of sixty-two (62) may elect to opt out of the health insurance plan and receive a lump sum payment equivalent to \$1,000 for each full year and a prorated amount of \$1,000 for each partial year until the employee attains the age of sixty-two (62), provided that the employee provides evidence of other health insurance at the time of retirement. An employee who declines health care under this provision may re-enter the health plan at age sixty-two (62), provided that the employee can demonstrate continuous health insurance coverage for the period the employee did not participate in the town's health insurance.

SECTION 3. The Town of Simsbury shall indemnify and save harmless employees pursuant to C.G.S. 7-465 for damages because of wrongful acts which result in personal injury, bodily harm or property damage caused by an occurrence and arising out of the performance of the employee's duties. The Town shall provide for the defense of the employee. The Town will also be liable for all judgments and settlements in any lawsuits providing the employee is acting within the scope of the law and regulation.

SECTION 4. 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.

#### ARTICLE XV

#### PENSION PLAN/DEFERRED COMPENSATION/RETIREE HEALTH BENEFITS

##### SECTION 1. Pension Plan

All employees in the bargaining unit who were hired prior to the ratification of this agreement and who meet the eligibility requirements of the plan (the "Participants") are covered by the town's Pension Plan: Town of Simsbury Retirement Income Plan, as amended and restated, effective as of July 1, 2015.

- A. Participant Contributions: Effective upon the execution of this agreement, Participants shall increase their contributions to the pension plan according to the following schedule and the pension plan shall be amended accordingly:
1. Effective July 1, 2017 Participants contributing four percent (4%) of base wages shall increase their contributions to four and a half percent (4.5%).
  2. Effective July 1, 2018 Participants contributing four and a half percent (4.5%) of base wages shall increase their contributions to five percent (5%).
  3. Employees hired after September 4, 2013 and prior to the ratification date of this agreement who elect to participate in the plan shall contribute seven percent (7%) of base wages. Participants currently contributing seven percent (7%) of base wages shall continue to contribute at that level.

- B. Participant Retirement Dates: The plan shall be amended to permit Participants to retire upon reaching the age of sixty-two (62), or when the Participant's age and Credited years of Service are equal to or greater than eight-five (85), without an early retirement penalty.
- C. New Employees: Employees hired after the ratification date of this contract shall participate in the Town of Simsbury's Defined Contribution Plan. Such employees are required to contribute five percent (5%) of base wages into the defined contribution plan. Employees have the option of contributing additional amounts into the plan up to the maximum amount allowable by law. The employer shall make matching contribution of seven percent (7%) at no cost to the employee. There shall be a rolling five (5) year vesting period for employer contributions, provided that all employer contributions shall vest upon the completion of the fifth year and thereafter.

## SECTION 2. Retiree Health Benefits

- A. Employees who are eligible and who retire (which shall be defined as separating from employment with the town and commencing receipt of retirement benefits under the town's Pension Plan, or separating from employment with the town after the employee's age and Credited Years of Service are equal to or greater than eighty-five (85)) before age 62 have the option of remaining on the town's group health coverage at their own expense. Alternatively, an employee who retires before the age of 62 may elect to leave the health plan and re-enter the health plan upon attaining age 62. Employees who elect to leave the plan under this provision are entitled to a credit for declination of insurance as set forth in Article XIV, Section 2.h. Employees may not elect to leave the plan and re-enter the health plan except as provided above. At age 62, the town begins providing payment for a retired employee's health coverage provided the retired employee has never left the plan or re-enters the plan as provided above, and that coverage has not been discontinued for other reasons. 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 twenty-five percent (25%) of the premium charged to the town. Retirees pay one hundred percent (100%) for spouse and dependents' coverage.
- B. Contribution to Other Post Employment Benefits ("OPEB") Trust.
  - i. Employees hired after the date of execution of this contract shall contribute to the town's OPEB Trust for a period of 10 years, commencing on their date of hire, according to the following schedule:
    - a. From date of hire until July 1, 2017, one and a half percent (1.5%) of base wages.
    - b. From July 1, 2017 until the expiration of the 10 year period, two percent (2.0%) of base wages.

- ii. Employees hired on or before the effective date of this contract shall contribute to the town's OPEB Trust for a period of ten (10) years. Contributions shall be made according to the following schedule of percentages:
  - a. Effective September 1, 2014, one half percent (0.50%) of base wages;
  - b. Effective January 1, 2016, one percent (1.0%) of base wages; and
  - c. Effective June 30, 2016, one and a half percent (1.5) of base wages.
  - d. Effective July 1, 2017, two percent (2.0%) of base wages.
- iii. An employee with less than five (5) years of service is not entitled to any retiree health benefit, and is not entitled to a refund of the employee's OPEB contributions if the employee voluntarily separates from service 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 health coverage for any other reason.
- iv. 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 3. 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.

SECTION 4. 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 a reduction in hours or termination of employment (other than gross misconduct) may receive continued coverage at their own expense for eighteen (18) months; the maximum coverage period is thirty-six (36) months for any other qualifying event.

#### SECTION 5. Deferred Compensation

All eligible employees may participate in the Deferred Compensation Plan in accordance with applicable federal and state laws.

### ARTICLE XVI COMPENSATION

#### SECTION 1. Salary Rates

- A. The salary plan for full-time employees in Appendix A shows the hourly rates of compensation. Effective July 1, 2016 the first step of the wage scale for the Fiscal 2015-2016 year shall be eliminated and a new top step shall be added as set forth in Appendix A.

1. Employees hired at the first step shall advance to the second step on the six month anniversary of hire, which shall become the “anniversary date” for compensation purposes. An employee shall be placed on the next higher step above his/her current salary, effective upon the employee’s anniversary date.
  2. An employee shall advance one (1) step on his/her anniversary date, until an employee reaches the top step.
  3. Each step except the first step represents one (1) year of employment with the town.
- B. Effective and retroactive to July 1, 2016: all employees shall be paid at the new value of their current step as reflected in the revised Appendix A, with the differential between the new and the old value of that step payable retroactive to July 1, 2016. Employees shall continue to step according to the normal schedule of advancement set forth above.  
Effective July 1, 2017: 2.0% increase  
Effective July 1, 2018: 2.0% increase

#### SECTION 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 lower rate. When an employee is demoted to a lower grade which is closest, but not to exceed the former salary rate.

#### SECTION 3. Rate of Pay on Promotion

When an employee is promoted, his/her salary shall be in accordance with Appendix A on an appropriate step representing at least a five percent (5%) increase.

#### SECTION 4. Rate of Pay on Temporary Reassignment

Bargaining unit employees assigned to higher rated positions in bargaining unit for a period in excess of eight (8) consecutive hours shall be paid the higher rate. Temporary assignments shall not exceed thirty (30) days except by mutual agreement.

When bargaining unit employees are assigned to perform the duties and responsibilities of a supervisor, who is not a member of the bargaining unit, such bargaining unit employees shall be paid at the supervisor’s rate of pay during the period he/she performs such supervisory duties. All such assignment of bargaining unit employees to perform the duties of a supervisor must be approved in advance and in writing by the First Selectman. If the supervisor’s rate of pay is less than the bargaining unit employee’s regular rate of pay, then the bargaining unit employee shall receive the higher rate.

#### SECTION 5. Authorized Leave

When absent because of authorized sick or vacation leave, each employee is paid at the regular rate.



## SECTION 6. Reserve/Military 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 he Town to provide his/her 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 7. Payroll Deductions

Payroll deductions are taken from salary as required by law or requested by the employee on a weekly basis. These include, but are not limited to:

- A. Employee Union/ Association Dues
- B. Pension and Deferred Compensation as noted in Sections 6.7 and 6.8
- C. Credit Union- Employees are eligible to join the Capitol Region Federal Credit Union and to request from the Finance Department that deductions be made from paychecks and automatically be deposited in their Credit Union accounts.
- D. And any other mutually agreeable payroll deductions.

SECTION 8. Employees shall be paid on a weekly basis, and the Town will continue to provide direct deposit of pay checks.

## ARTICLE XVII DISCIPLINARY ACTION

### SECTION 1. Disciplinary Action

No employee shall be disciplined without just cause.

Ordinarily, disciplinary action for full-time and permanent part-time 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- The supervisor gives the employee a verbal warning for poor job performance. At this time, the supervisor outlines the specific problems and areas that need to change, and informs the employee of further disciplinary action in the case of continued poor performance. Oral reprimands are documented by the supervisor and placed in the employees personnel file with a copy to the employee and the Union.
- 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 includes the date and description of the incident, reference to the personnel policy which is violated, and statement of further disciplinary

action should the situation not improve, and is to be signed by the employee, with a copy given to the employee and the Union.

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 outlines the circumstances leading to the suspension and set goals for improvement. It is reviewed with and signed by the employee and permanently placed in the employee's personal file with a copy to the employee and the Union.

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 to the employee, with approval of the Department Head and the First Selectman with a copy of such action to the employee and the Union.

Prior to dismissal, an employee shall be granted a hearing before his/her supervisor and/or the First Selectman. The department head and/or the First Selectman will conduct a hearing within a reasonable time, the employee is entitled to Union representation at any time he/she believes discipline may be issued.

SECTION 2. Each employee has the right to review his/her personnel file and to request copies of materials contained in it. Employees have the right to respond in writing to any material contained in their file.

SECTION 3. Employees will be given a copy of any written complaint and findings verified after investigation by the Town when it is placed in the employee's personnel file.

SECTION 4. The Union and Town agree that when a grievance has been resolved in the employee's favor, discipline shall be removed pursuant to F.O.I. regulations. If, for any reason, the chief record keeper refuses to grant destruction, said record shall be removed from the employee's file to a separate file and shall not be used for future discipline.

## ARTICLE XVIII GENERAL PROVISIONS

SECTION 1. No changes can be made to this contract without the consent of the bargaining unit.

SECTION 2. All prior rights and benefits not specifically mentioned in this contract shall remain in effect unless negotiated by the parties pursuant to the Municipal Employee Relations Act.

SECTION 3. The term of this contract is for five years effective July 1, 2012 to June 30, 2016.

SECTION 4. On-Call Duty

Highway crew leaders who are assigned to be on-call during the snow removal season and WPCA Operators who are assigned to be on-call shall be paid eight (8) hours of pay at the rate of one and

one-half (1 ½) times their regular rate of pay for each week of on-call duty and shall be further compensated for all hours worked as a result of on-call assignments in accordance with Article XIII, Section 3.

SECTION 5. The Town shall provide bulletin board space for the Union in designated areas for the posting of notices concerning Union business and activity.

SECTION 6. The Town shall give each employee a copy of this Agreement.

SECTION 7. Any employee who is required by the Town to attend any training session or conference shall be reimbursed any expenses approved in advance associated with said training session or conferences.

SECTION 8. The Town shall supply the Union with a seniority list for the bargaining unit which includes classification and rates of pay as of July 1 of each year.

SECTION 9. The Union and the Town recognize the right of employees to work in an environment free from discrimination, coercion, or intimidation. An employee, and at the employee's option, his or her Union representative, may bring a discrimination complaint to the attention of the Town. The parties recognize that employees have remedies at law for such discrimination, and therefore no dispute under this section may be submitted to grievance arbitration.

SECTION 10. When the context so requires, the masculine gender shall include the feminine and the feminine shall include the masculine.

SECTION 11. The Union's business representative shall be permitted to visit specific job sites where bargaining unit members are employed provided such visits are at normal business hours and do not interfere with the operation of the department. It is agreed that the Union business representative will report to the department head before talking to bargaining unit members.

SECTION 12. If there is any previously adopted personnel policy, rule or regulation of the Town which is in conflict with any provision of the Agreement, said Agreement provision shall prevail during the term of this Agreement.

SECTION 13. Upon the death of an employee all compensation due in accordance with this contract is paid to the estate of the employee, except for such sums as by law may be paid to the surviving spouse.

SECTION 14. Reimbursement for Courses- Conditions

The following are conditions to reimbursement by the Town for any course or training program:

- A. Request in writing to the Department Head stating the name of the course and cost.
- B. Prior approval by the Department Head and First Selectman.

- C. No more than two courses per year.
- D. Course must be work-related or considered an asset to the job function.
- E. Course must be successfully completed for reimbursement.
- F. Courses necessary to meet requirements of the Town shall be fully paid and reimbursed by the Town.

#### SECTION 15. Vehicle Use

The parties agree that the crew leaders of the Highway Department shall have use of Town-owned vehicles for transportation home and to work.

All other employees of the bargaining unit shall be compensated at the current I.R.S. reimbursement rate per mile for use of personal vehicles for any Town authorized duty or function.

#### SECTION 16. Maintainer Positions

An employee who has held the position of Maintainer I for at least five years shall be moved to Maintainer II, provided that (1) the employee “meets standards” on the employee’s performance review; (2) the employee has demonstrated competence in all aspects of the Maintainer I position; and (3) the employee has had no disciplinary actions for the preceding three (3) years.

### ARTICLE XIX 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 XX JOB DESCRIPTIONS

SECTION 1. Copies of each job description shall be on file with the Town and given to the Union, and shall be given to each unit employee upon the request of the employee. Any future changes will be sent to the employees and to the Union.

## ARTICLE XXI SAVINGS CLAUSE

SECTION 1. The Town and the Union agree that if any provision of this Agreement is determined to be unlawful by a court or legal agency of competent jurisdiction or by legislative enactment, such decision shall apply only to such specific provision which shall be severed from this Agreement, and the remaining provisions shall remain in full force and effect consistent with prevailing principles of contract interpretation.

## ARTICLE XXII HEALTH, SAFETY AND PROTECTIVE CLOTHING

SECTION 1. The parties agree to establish a Safety Committee consisting of at least two (2) Union representatives and at least two (2) Management representatives (equal representation shall be maintained). The Committee shall meet as necessary but no less than once every six (6) months.

SECTION 2. The Town shall provide, at no cost to the employee, flu shots in the winter and poison ivy shots in the spring. The Town shall also provide tetanus shots and poison ivy lotion at no cost to the employee.

SECTION 3. The Town agrees to the establishment of a safe driving bonus plan to promote the safe use of Town vehicles and equipment. This program would award employees spending the majority of their working hours driving Town vehicles. This Section shall apply to all bargaining unit employees so long as driving is in their job description.

- a. For each five (5) consecutive years of accident-free driving the employee shall be awarded a day off with pay and a fifty dollar (\$50.00) savings bond. Accidents in which the other person is at fault or accidents regarding mail box damage where the plow had no contact shall not be charged against the driver.

SECTION 4. During emergencies, when employees are required to work for extended periods, employees shall not be required to work more than sixteen (16) consecutive hours. Such sixteen (16) hours period includes the employee's normal work period for such employee.

Each employee shall be granted a minimum four (4) hour rest period (after such sixteen (16) hour period) at the applicable premium rate, if the employee is required to return to service within the next eight (8) hour period following the sixteen (16) consecutive hours worked.

Employees shall be granted a one-half (1/2) hour paid break after each twelve (12) consecutive hours worked (including the employee's regular work period). Such one-half (1/2) hour break shall not constitute a break for defining a sixteen (16) hour consecutive work cycle.

Such breaks and rest periods shall continue for each successive twelve and/or sixteen hour work cycle as mentioned above.

SECTION 5. Subject to safety considerations, snow and ice removal or emergency overtime work will be offered to all available bargaining unit employees who are qualified to perform the job before outside sources may be used.

SECTION 6. CDL Examinations. Employees who operate CDL vehicles for the Town will be reimbursed up to \$150 per DOT physical. Employees will arrange to have their DOT physicals on their own time (which may include compensatory time off or vacation time). The employee is responsible for scheduling and maintaining a valid Medical Examiner's Certificate (B-328) and will be required to provide a copy of the B-328 Certificate to their Department Supervisor prior to reimbursement being issued.

## ARTICLE XXIII EMPLOYEE RIGHTS AND PRESENTATION

SECTION 1. Employees have and shall be protected in the exercise of the right, without fear of penalty or reprisal, to join and assist the Union. The freedom of employees to assist the Union shall

be recognized as extending to participation in the management of the Union and acting for the Union in the capacity of a Union officer or representative or otherwise.

ARTICLE XXIV  
WORKING RULES AND DIRECTIVES

SECTION 1. All copies of written working rules and written directives of the Town affecting the working conditions of the employees of the bargaining unit shall be provided to the Union by the Town. Any changes in the rules or directive shall be negotiated with the Union to the extent required by law.

ARTICLE XXV  
DURATION OF AGREEMENT

SECTION 1. This Agreement shall take effect on July 1, 2016 and shall remain in effect until June 30, 2019.

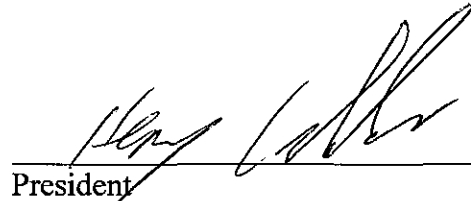
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed this 18<sup>th</sup> day of October, 2016 by their duly authorized representatives.

TOWN OF SIMSBURY

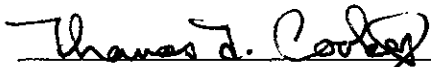
LOCAL 2945 OF COUNCIL 4  
AFSCME, AFL-CIO



First Selectwoman



President



Bargaining Committee Spokesman



Bargaining Committee Member



Staff Representative, AFSCME Council 4

### Appendix A

WAGE SCALE - Effective July 1, 2016									
		STEPS							
		1	1	2	3	4	5	6	7
	1	<del>17.19</del>	18.90	19.57	20.25	20.95	21.72	22.45	23.23
	2	<del>17.97</del>	19.73	20.42	21.16	21.88	22.64	23.44	24.26
	3	<del>18.79</del>	20.64	21.37	22.12	22.88	23.70	24.52	25.37
	4	<del>19.66</del>	21.56	22.33	23.10	23.91	24.75	25.59	26.48
GRADES	5	<del>20.63</del>	22.58	23.33	24.14	24.98	25.85	26.77	27.71
	6	<del>21.48</del>	23.55	24.38	25.25	26.11	27.03	27.98	28.96
	7	<del>22.48</del>	24.61	25.48	26.40	27.33	28.26	29.25	30.28
	8	<del>23.52</del>	25.75	26.63	27.56	28.54	29.53	30.58	31.65
	9	<del>24.59</del>	26.89	27.86	28.80	29.83	30.85	31.84	32.96
	10	<del>25.74</del>	28.12	29.11	30.14	31.19	32.26	33.38	34.55
	Part-Time								
	T1	16.76							
	T2	19.58							

WAGE SCALE - Effective July 1, 2017 - 2.00%									
		STEPS							
		1	2	3	4	5	6	7	
	1	19.28	19.96	20.66	21.37	22.15	22.89	23.70	
	2	20.13	20.83	21.59	22.32	23.10	23.91	24.75	
	3	21.05	21.80	22.57	23.33	24.17	25.01	25.88	
	4	21.99	22.78	23.56	24.38	25.24	26.10	27.01	
GRADES	5	23.03	23.80	24.62	25.48	26.37	27.31	28.26	
	6	24.02	24.87	25.75	26.63	27.57	28.54	29.54	
	7	25.11	25.99	26.92	27.87	28.82	29.84	30.88	
	8	26.27	27.16	28.11	29.11	30.12	31.19	32.28	
	9	27.43	28.41	29.37	30.42	31.46	32.48	33.62	
	10	28.69	29.69	30.74	31.81	32.91	34.05	35.24	
	Part-Time								
	T1	17.09							
	T2	19.97							



	<b>WAGE SCALE - Effective July 1, 2018 - 2.00%</b>								
		STEPS							
		1	2	3	4	5	6	7	
	1	19.67	20.36	21.07	21.80	22.59	23.35	24.17	
	2	20.53	21.25	22.02	22.77	23.56	24.39	25.24	
	3	21.48	22.24	23.02	23.80	24.65	25.51	26.40	
	4	22.43	23.24	24.03	24.87	25.75	26.62	27.55	
GRADES	5	23.49	24.27	25.11	25.99	26.90	27.85	28.83	
	6	24.50	25.37	26.27	27.16	28.12	29.11	30.13	
	7	25.61	26.51	27.46	28.43	29.40	30.43	31.50	
	8	26.80	27.71	28.67	29.70	30.72	31.82	32.93	
	9	27.98	28.98	29.96	31.03	32.09	33.13	34.29	
	10	29.26	30.28	31.36	32.45	33.57	34.73	35.94	
	Part-Time								
	T1	17.43							
	T2	20.37							

## APPENDIX B

PUBLIC WORKS AND PARKS ASSOCIATION FULL-TIME POSITION SCHEDULE	
Grade	Job Title
T4	Building Custodian II Landfill Attendant
T5	Laborer (Highway and Landfill) Golf Maintainer I Parks Maintainer I WPCF Plant Operator I
T6	Building Custodian III Golf Maintainer II Landfill Driver Maintenance Custodian Parks Maintainer II Painter Truck Driver
T7	Assistant Superintendent Golf Course WPCF Heavy Equipment Operator/Plant Operator II Heavy Equipment Operator Mechanic-Golf Course Mechanic-Highway Mechanic-Parks Mechanic-Truck Driver Parks Crew Leader WPCF Plant Mechanic WPCF Plant Mechanic/Equipment Operator WPCF Plant Operator II
T8	Building Custodian/Mechanical Maintenance Chief Processing Officer Landfill Supervisor Painter/Carpenter Senior Mechanic WPCF Plant Operator III
T9	Fleet Maintenance Supervisor Highway Crew Leader (Construction & Operations) WPCF Process Control Operator
T10	WPCF Operations Foreman Senior Crew Leader Shop Foreman
T1	Golf Maintainer
T2	Building Custodian II

## SUMMARY OF BENEFITS

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

## HMO 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](http://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](http://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 style="list-style-type: none"> <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 style="list-style-type: none"> <li>All copays and benefit deductibles contribute towards your out-of-pocket maximum.</li> <li>Mental Health and Substance Use Disorder 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 family 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
<b>Note: Services where plan deductible applies are noted with a caret (^)</b>		
<b>Physician Services</b>		
Physician Office Visit		\$15 Primary Care Physician (PCP) copay or \$15 Specialist copay
<ul style="list-style-type: none"> <li>All services including Lab &amp; X-ray</li> </ul>		

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Benefit	In-Network
<b>Note: Services where plan deductible applies are noted with a caret (^)</b>	
<b>Second Surgical Opinion</b>	Plan pays 100%
<b>Surgery Performed in Physician's Office</b>	\$15 copay, then plan pays 100%
<b>Allergy Treatment/Injections</b> <ul style="list-style-type: none"> <li>Includes Testing</li> <li>Unlimited maximum per calendar year</li> </ul>	Plan pays 100%
<b>Allergy Serum</b> Dispensed by the physician in the office	Plan pays 100%
<b>Preventive Care</b>	
<b>Preventive Care</b> <ul style="list-style-type: none"> <li>Includes coverage of additional services, such as urinalysis, EKG, and other laboratory tests, supplementing the standard Preventive Care benefit.</li> </ul>	Plan pays 100%
<b>Immunizations</b>	Plan pays 100%
<b>Mammogram, PAP, and PSA Tests</b> <ul style="list-style-type: none"> <li>Coverage includes the associated Preventive Outpatient Professional Services.</li> <li>Diagnostic-related services are covered at the same level of benefits as other x-ray and lab services, based on place of service.</li> </ul>	Plan pays 100%
<b>Inpatient</b>	
<b>Inpatient Hospital Facility</b>	\$250 per admission copay, then plan pays 100%
<b>Semi-Private Room:</b> Limited to the semi-private negotiated rate <b>Private Room:</b> Limited to the semi-private negotiated rate <b>Special Care Units (Intensive Care Unit (ICU), Critical Care Unit (CCU)):</b> Limited to the negotiated rate	
<b>Inpatient Hospital Physician's Visit/Consultation</b>	Plan pays 100%
<b>Inpatient Professional Services</b> <ul style="list-style-type: none"> <li>For services performed by Surgeons, Radiologists, Pathologists and Anesthesiologists</li> </ul>	Plan pays 100%
<b>Outpatient</b>	
<b>Outpatient Facility Services</b> <ul style="list-style-type: none"> <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%
<b>Outpatient Professional Services</b> <ul style="list-style-type: none"> <li>For services performed by Surgeons, Radiologists, Pathologists and Anesthesiologists</li> </ul>	Plan pays 100%

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Benefit		In-Network		
Note: Services where plan deductible applies are noted with a caret (^)				
Short-Term Rehabilitation		\$15 copay, then plan pays 100%		
Calendar Year Maximums:				
<ul style="list-style-type: none"><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 plan, accumulate to the applicable outpatient short term rehab therapy maximum.				
Other Health Care Facilities/Services				
Home Health Care (includes outpatient private duty nursing subject to medical necessity) <ul style="list-style-type: none"><li>Unlimited days maximum per Calendar Year</li><li>16 hour maximum per day</li></ul>		Plan pays 100%		
Skilled Nursing Facility, Rehabilitation Hospital, Sub-Acute Facility <ul style="list-style-type: none"><li>120 days maximum per Calendar Year</li></ul>		Plan pays 100%		
Durable Medical Equipment <ul style="list-style-type: none"><li>Unlimited maximum per Calendar Year</li></ul>		Plan pays 100%		
Breast Feeding Equipment and Supplies <ul style="list-style-type: none"><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%		
Routine Vision <ul style="list-style-type: none"><li>Eye exam limited to one every calendar year</li><li>Eye glasses and Contacts are not covered.</li></ul>		Plan pays 100%		
External Prosthetic Appliances (EPA) <ul style="list-style-type: none"><li>Unlimited maximum per Calendar Year</li></ul>		Plan pays 100%		
Hearing Aids <ul style="list-style-type: none"><li>Unlimited maximum per Calendar Year for children under age 13</li></ul>		Plan pays 100%		
Wigs <ul style="list-style-type: none"><li>Unlimited maximum per Calendar Year</li></ul>		Plan pays 100%		
Routine Foot Disorders		Not Covered		
Note: Services associated with foot care for diabetes and peripheral vascular disease are covered when medically necessary.				
Place of Service - your plan pays based on where you receive services				
Benefit	Physician's Office	Independent Lab	Emergency Room/ Urgent Care Facility	Outpatient Facility
	In-Network	In-Network	In-Network	In-Network
Lab and X-ray	Plan pays 100%	Plan pays 100%	Plan pays 100%	Plan pays 100%

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### Place of Service - your plan pays based on where you receive services

Benefit	Physician's Office	Independent Lab	Emergency Room/ Urgent Care Facility	Outpatient Facility
	In-Network	In-Network	In-Network	In-Network
<b>Advanced Radiology Imaging</b>	Plan pays 100%	Not Applicable	Plan pays 100%	Plan pays 100%

Advanced Radiology Imaging (ARI) includes MRI, MRA, CAT Scan, PET Scan, etc...

Note: All lab and x-ray services, including ARI, provided at Inpatient Hospital are covered under Inpatient Hospital benefit

Benefit	Emergency Room / Urgent Care Facility	Outpatient Professional Services	*Ambulance
	In-Network	In-Network	In-Network
<b>Emergency Care</b>	\$50 per visit (copay waived if admitted), then plan pays 100%	Plan pays 100%	Plan pays 100%
<b>Urgent Care</b>	\$10 per visit (copay waived if admitted), then plan pays 100%	Plan pays 100%	Not Applicable

\*Ambulance services used as non-emergency transportation (e.g., transportation from hospital back home) generally are not covered.

Benefit	Inpatient Hospital and Other Health Care Facilities	Outpatient Services
	In-Network	In-Network
<b>Hospice</b>	Plan pays 100%	Plan pays 100%
<b>Bereavement Counseling</b>	Plan pays 100%	Plan pays 100%

Note: Services provided as part of Hospice Care Program

Benefit	Initial Visit to Confirm Pregnancy	Global Maternity Fee (All Subsequent Prenatal Visits, Postnatal Visits and Physician's Delivery Charges)	Office Visits in Addition to Global Maternity Fee (Performed by OB/GYN or Specialist)	Delivery - Facility (Inpatient Hospital, Birthing Center)
	In-Network	In-Network	In-Network	In-Network
<b>Maternity</b>	\$15 copay, then plan pays 100%	Plan pays 100%	\$15 copay, then plan pays 100%	Covered same as plan's Inpatient Hospital benefit

Benefit	Physician's Office	Inpatient Facility	Outpatient Facility	Inpatient Professional Services	Outpatient Professional Services
	In-Network	In-Network	In-Network	In-Network	In-Network
<b>Abortion</b> (Elective and non-elective procedures)	\$15 copay, then plan pays 100%	\$250 per admission copay, then plan pays 100%	\$100 per facility visit copay, then plan pays 100%	Plan pays 100%	Plan pays 100%
<b>Family Planning - Men's Services</b>	\$15 copay, then plan pays 100%	\$250 per admission copay, then plan pays 100%	\$100 per facility visit copay, then plan pays 100%	Plan pays 100%	Plan pays 100%

Includes surgical services, such as vasectomy (excludes reversals)

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Benefit	Physician's Office	Inpatient Facility	Outpatient Facility	Inpatient Professional Services	Outpatient Professional Services
	In-Network	In-Network	In-Network	In-Network	In-Network
Family Planning - Women's Services	Plan pays 100%	Plan pays 100%	Plan pays 100%	Plan pays 100%	Plan pays 100%
Includes surgical services, such as tubal ligation (excludes reversals) Contraceptive devices as ordered or prescribed by a physician.					
Infertility	\$15 copay, then plan pays 100%	\$250 per admission copay, then plan pays 100%	\$100 per facility visit copay, then plan pays 100%	Plan pays 100%	Plan pays 100%
Infertility covered services: lab and radiology test, counseling, surgical treatment, includes artificial insemination, in-vitro fertilization, GIFT, ZIFT, etc. Unlimited lifetime maximum					
TMJ, Surgical and Non-Surgical	\$15 copay, then plan pays 100%	\$250 per admission copay, then plan pays 100%	\$100 per facility visit copay, then plan pays 100%	Plan pays 100%	Plan pays 100%
Services provided on a case-by-case basis. Always excludes appliances & orthodontic treatment. Subject to medical necessity. Unlimited maximum per lifetime					
Bariatric Surgery	\$15 copay, then plan pays 100%	\$250 per admission copay, then plan pays 100%	\$100 per facility visit copay, then plan pays 100%	Plan pays 100%	Plan pays 100%
Treatment of clinically severe obesity, as defined by the body mass index (BMI) is covered. The following are excluded: <ul style="list-style-type: none"><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 clinically severe (morbid) obesity.</li><li>weight loss programs or treatments, whether prescribed or recommended by a physician or under medical supervision</li></ul>					
Benefit	Inpatient Hospital Facility		Inpatient Professional Services		
	Lifesource Facility In-Network	Non-Lifesource Facility In-Network	Lifesource Facility In-Network	Non-Lifesource Facility In-Network	
Organ Transplants	\$250 per admission copay	\$250 per admission copay, then plan pays 100%	Plan pays 100%	Plan pays 100%	
• Travel Lifetime Maximum - Lifesource Facility: In-Network: Unlimited maximum per Transplant per Lifetime					
Benefit	Inpatient		Outpatient - Physician's Office		Outpatient – All Other Services
	In-Network		In-Network		In-Network
Mental Health	\$250 per admission copay, then plan pays 100%		\$15 copay, then plan pays 100%		Plan pays 100%
Substance Abuse	\$250 per admission copay, then plan pays 100%		\$15 copay, then plan pays 100%		Plan pays 100%

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**Note:** Detox is covered under medical

- Unlimited maximum per Calendar Year
- Services are paid at 100% after you reach your out-of-pocket maximum.
- Inpatient includes Residential Treatment.
- Outpatient includes partial hospitalization and individual, intensive outpatient and group therapy.

## Mental Health and Substance Use Disorder Services

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

Cigna Total Behavioral Health - 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

#### Cigna Pharmacy three-tier copay plan

- Retail drugs may be obtained In-Network at a wide range of pharmacies across the nation.
- Patient is responsible for the applicable copay based upon the tier of the dispensed medication.
- Your pharmacy benefits have a combined out-of-pocket maximum with the medical/behavioral benefits.
- Self Administered injectable and optional injectable drugs are covered
- Oral contraceptives included
- Includes oral contraceptives - with specific products covered 100%
- Lifestyle drugs included - limited to sexual dysfunction
- Prescription smoking cessation drugs included
- Oral Fertility drugs included
- Insulin, glucose test strips, lancets, insulin needles & syringes, insulin pens and cartridges included

#### 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

Not Covered

## Pharmacy Program Information

### Pharmacy Clinical Management and Prior Authorization

- Your plan is subject to refill-too-soon and other clinical edits as well as prior authorization requirements.
- Plan exclusion edits are always included.
- Additional clinical management - Basic package - provides a limited set of clinical edits such as prior authorization, age edits and quantity limits for a specific list of prescription medications.

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## Pharmacy Program Information

### Prescription Drug List:

- Your Cigna Standard Prescription Drug List includes a full range of drugs including all those required under applicable health care laws. To check which drugs are included in your plan, please log on to myCigna.com.

### Specialty Pharmacy Management:

- Clinical Programs
  - Prior authorization is not required on specialty medications but quantity limits may apply.
  - Theracare® Program
- Medication Access Option
  - Retail and/or Home Delivery

## 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
- Case Management

Included

### Health Advisor - A

Support for healthy and at-risk individuals to help them stay healthy

- Health and Wellness Coaching
- Gaps in Care coaching for select conditions
- Preference Sensitive Care/Treatment Decision Support Coaching

Included

### 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

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

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## Additional Information

### Your Health First - 200

Individuals with one or more of the chronic conditions, identified on the right, may be eligible to receive the following type of support:

- Condition Management
- Medication adherence
- Risk factor management
- Lifestyle issues
- Health & Wellness issues
- Pre/post-admission
- Treatment decision support
- Gaps in care

Holistic health support for the following chronic health conditions:

- Heart Disease
- Coronary Artery Disease
- Angina
- Congestive Heart Failure
- Acute Myocardial Infarction
- Peripheral Arterial Disease
- Asthma
- Chronic Obstructive Pulmonary Disease (Emphysema and Chronic Bronchitis)
- Diabetes Type 1
- Diabetes Type 2
- Metabolic Syndrome/Weight Complications
- Osteoarthritis
- Low Back Pain
- Anxiety
- Bipolar Disorder
- Depression

## 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.

## 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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## Exclusions

- 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. For example, if Cigna determines that a provider is or has waived, reduced, or forgiven any portion of its charges and/or any portion of copayment, deductible, and/or coinsurance amount(s) you are required to pay for a Covered Service (as shown on the Schedule) without Cigna's express consent, then Cigna in its sole discretion shall have the right to deny the payment of benefits in connection with the Covered Service, or reduce the benefits in proportion to the amount of the copayment, deductible, and/or coinsurance amounts waived, forgiven or reduced, regardless of whether the provider represents that you remain responsible for any amounts that your plan does not cover. In the exercise of that discretion, Cigna shall have the right to require you to provide proof sufficient to Cigna that you have made your required cost share payment(s) prior to the payment of any benefits by Cigna. This exclusion includes, but is not limited to, charges of a Non-Participating Provider who has agreed to charge you or charged you at an in-network benefits level or some other benefits level not otherwise applicable to the services received.
- Charges arising out of or related to any violation of a healthcare-related state or federal law or which themselves are a violation of a healthcare-related state or federal law.
- 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.
- Experimental, investigational and unproven services are medical, surgical, diagnostic, psychiatric, substance use disorder or other health care technologies, supplies, treatments, procedures, drug therapies or devices that are determined by the utilization review Physician to be:
  - Not demonstrated, through existing peer-reviewed, evidence-based, scientific literature to be safe and effective for treating or diagnosing the condition or sickness for which its use is proposed;
  - Not approved by the U.S. Food and Drug Administration (FDA) or other appropriate regulatory agency to be lawfully marketed for the proposed use;
  - The subject of review or approval by an Institutional Review Board for the proposed use except as provided in the "Clinical Trials" section of this plan; or
  - The subject of an ongoing phase I, II or III clinical trial, except for routine patient care costs related to qualified clinical trials as provided in the "Clinical Trials" section(s) of this plan.
- Cosmetic surgery and therapies. Cosmetic surgery or therapy is defined as surgery or therapy performed to improve or alter appearance.
- The following services are excluded from coverage regardless of clinical indications: Acupressure; Dance therapy, Movement therapy; Applied kinesiology; Rolting; 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.
- Medical and surgical services, initial and repeat, intended for the treatment or control of obesity, except for treatment of clinically severe (morbid) obesity as shown in Covered Expenses, including: medical and surgical services to alter appearance or physical changes that are the result of any surgery performed for the management of obesity or clinically severe (morbid) obesity; and weight loss programs or treatments, whether prescribed or recommended by a Physician or under medical supervision.
- 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,

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## Exclusions

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 intellectual disabilities.

- 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 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).
- Routine refractions, 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.
- 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.

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## Exclusions

- 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.

*All Cigna products and services are provided exclusively by or through operating subsidiaries of Cigna Corporation, including Cigna Health and Life Insurance Company, Connecticut General Life Insurance Company, Cigna Behavioral Health, Inc., Tel-Drug, Inc., Tel-Drug of Pennsylvania, L.L.C. and HMO or service company subsidiaries of Cigna Health Corporation. "Cigna Home Delivery Pharmacy" refers to Tel-Drug, Inc. and Tel-Drug of Pennsylvania, L.L.C. The Cigna name, logo, and other Cigna marks are owned by Cigna Intellectual Property, Inc.*

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## SUMMARY OF BENEFITS

Cigna Health and Life Insurance Co.  
For - Simsbury, Town and Board of Education  
Open Access Plus Plan - Simsbury, Town (AFSME, Dispatchers, IBPO and Unaffiliated) and Board of Education

### PPO Plan Design - Except CSEA



**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](http://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](http://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
<b>Lifetime Maximum</b>	Unlimited	Unlimited
<b>Coinsurance</b>	Plan pays 100%	Plan pays 80%
<b>Maximum Reimbursable Charge</b>	Not Applicable	300%
<b>Calendar Year Deductible</b>	Individual: None Individual + Family: None	Individual: \$250 Individual + Family: \$750
<ul style="list-style-type: none"> <li>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 only counts toward your out-of-network deductible.</li> <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> <p>Note: Services where plan deductible applies are noted with a caret (^)</p>		

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Plan Highlights		In-Network	Out-of-Network
<b>Calendar Year Out-of-Pocket Maximum</b>		Individual: \$6,350 Individual + Family: \$12,700	Individual: \$1,500 Individual + Family: \$3,250
<ul style="list-style-type: none"> <li>Only the amount you pay for in-network covered expenses counts toward your in-network out-of-pocket maximum. Only the amount you pay for out-of-network covered expenses counts toward your out-of-network out-of-pocket maximum.</li> <li>Plan deductible does not contribute towards your out-of-pocket maximum.</li> <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 family 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	Out-of-Network
<b>Note: Services where plan deductible applies are noted with a caret (^)</b>			
<b>Physician Services</b>			
<b>Physician Office Visit</b> <ul style="list-style-type: none"> <li>All services including Lab &amp; X-ray</li> </ul>		\$15 Primary Care Physician (PCP) copay, then plan pays 100% or \$15 Specialist copay, then plan pays 100%	Plan pays 80% ^
<b>Second Sugical Opinion</b>		Plan pays 100%	Plan pays 80% ^
<b>Surgery Performed in Physician's Office</b>		\$15 copay, then plan pays 100%	Plan pays 80% ^
<b>Allergy Treatment/Injections</b>		Plan pays 100%	Plan pays 80% ^
<b>Allergy Serum</b> Dispensed by the physician in the office		Plan pays 100%	Plan pays 80% ^
<b>Preventive Care</b>			
<b>Preventive Care</b> <ul style="list-style-type: none"> <li>Includes coverage of additional services, such as urinalysis, EKG, and other laboratory tests, supplementing the standard Preventive Care benefit.</li> </ul>		Plan pays 100%	Plan pays 80% ^
<b>Immunizations</b>		Plan pays 100%	Plan pays 80% ^
<b>Mammogram, PAP, and PSA Tests</b> <ul style="list-style-type: none"> <li>Coverage includes the associated Preventive Outpatient Professional Services.</li> <li>Diagnostic-related services are covered at the same level of benefits as other x-ray and lab services, based on place of service.</li> </ul>		Plan pays 100%	Plan pays 80% ^
<b>Inpatient</b>			

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Benefit	In-Network	Out-of-Network
<b>Note: Services where plan deductible applies are noted with a caret (^)</b>		
<b>Inpatient Hospital Facility</b>	\$250 per admission copay, then plan pays 100%	Plan pays 80% ^
<b>Semi-Private Room:</b> In-Network: Limited to the semi-private negotiated rate / Out-of-Network: Limited to semi-private rate <b>Private Room:</b> In-Network: Limited to the semi-private negotiated rate / Out-of-Network: Limited to semi-private rate <b>Special Care Units (Intensive Care Unit (ICU), Critical Care Unit (CCU)):</b> In-Network: Limited to the negotiated rate / Out-of-Network: Limited to ICU/CCU daily room rate		
<b>Inpatient Hospital Physician's Visit/Consultation</b>	Plan pays 100%	Plan pays 80% ^
<b>Inpatient Professional Services</b> <ul style="list-style-type: none"> <li>For services performed by Surgeons, Radiologists, Pathologists and Anesthesiologists</li> </ul>	Plan pays 100%	Plan pays 80% ^
<b>Outpatient</b>		
<b>Outpatient Facility Services</b> <ul style="list-style-type: none"> <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%	Plan pays 80% ^
<b>Outpatient Professional Services</b> <ul style="list-style-type: none"> <li>For services performed by Surgeons, Radiologists, Pathologists and Anesthesiologists</li> </ul>	plan pays 100%	Plan pays 80% ^
<b>Short-Term Rehabilitation</b>	\$15 copay, then plan pays 100%	Plan pays 80% ^
<b>Calendar Year Maximums:</b> <ul style="list-style-type: none"> <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 plan, accumulate to the applicable outpatient short term rehab therapy maximum.		
<b>Other Health Care Facilities/Services</b>		
<b>Home Health Care</b> (includes outpatient private duty nursing subject to medical necessity) <ul style="list-style-type: none"> <li>Unlimited days maximum per Calendar Year</li> <li>16 hour maximum per day</li> </ul>	Plan pays 100%	Plan pays 80% ^
<b>Skilled Nursing Facility, Rehabilitation Hospital, Sub-Acute Facility</b> <ul style="list-style-type: none"> <li>120 days maximum per Calendar Year</li> </ul>	Plan pays 100%	Plan pays 80% ^
<b>Durable Medical Equipment</b> <ul style="list-style-type: none"> <li>Unlimited maximum per Calendar Year</li> </ul>	Plan pays 100%	Plan pays 80% ^
<b>Breast Feeding Equipment and Supplies</b> <ul style="list-style-type: none"> <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% ^

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Benefit		In-Network	Out-of-Network					
Note: Services where plan deductible applies are noted with a caret (^)								
Routine Vision <ul style="list-style-type: none"><li>Eye exam limited to one every calendar year</li><li>Eye glasses and Contacts are not covered.</li></ul>		Plan pays 100%	Plan pays 100%					
External Prosthetic Appliances (EPA) <ul style="list-style-type: none"><li>Unlimited maximum per Calendar Year</li></ul>		Plan pays 100%	Plan pays 80% ^					
Hearing Aids <ul style="list-style-type: none"><li>Unlimited maximum per Calendar Year for children under age 13</li></ul>		Plan pays 100%	Plan pays 80% ^					
Wigs <ul style="list-style-type: none"><li>Unlimited maximum per Calendar Year</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 vascular disease are covered when medically necessary.								
Place of Service - your plan pays based on where you receive services								
Note: Services where plan deductible applies are noted with a caret (^)								
Benefit	Physician's Office		Independent Lab		Emergency Room/ Urgent Care Facility		Outpatient Facility	
	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network
Lab and X-ray	Plan pays 100%	Plan pays 80% ^	Plan pays 100%	Plan pays 80% ^	Plan pays 100%		Plan pays 100%	Plan pays 80% ^
Advanced Radiology Imaging	Plan pays 100%	Plan pays 80% ^	Not Applicable	Not Applicable	Plan pays 100%		Plan pays 100%	Plan pays 80% ^
Advanced Radiology Imaging (ARI) includes MRI, MRA, CAT Scan, PET Scan, etc...								
Note: All lab and x-ray services, including ARI, provided at Inpatient Hospital are covered under Inpatient Hospital benefit								
Benefit	Emergency Room / Urgent Care Facility		Outpatient Professional Services		*Ambulance			
	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network		Out-of-Network	
Emergency Care	\$50 per visit (copay waived if admitted), then plan pays 100%		Plan pays 100%		Plan pays 100%			
Urgent Care	\$10 per visit (copay waived if admitted), then plan pays 100%		Plan pays 100%		Not Applicable			
*Ambulance services used as non-emergency transportation (e.g., transportation from hospital back home) generally are not covered.								
Benefit	Inpatient Hospital and Other Health Care Facilities			Outpatient Services				
	In-Network		Out-of-Network	In-Network		Out-of-Network		
Hospice	Plan pays 100%		Plan pays 80% ^	Plan pays 100%		Plan pays 80% ^		
Bereavement Counseling	Plan pays 100%		Plan pays 80% ^	Plan pays 100%		Plan pays 80% ^		
Note: Services provided as part of Hospice Care Program								

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Benefit	Inpatient Hospital and Other Health Care Facilities				Outpatient Services					
	In-Network		Out-of-Network		In-Network		Out-of-Network			
Note: Services where plan deductible applies are noted with a caret (^)										
Benefit	Initial Visit to Confirm Pregnancy		Global Maternity Fee (All Subsequent Prenatal Visits, Postnatal Visits and Physician's Delivery Charges)		Office Visits in Addition to Global Maternity Fee (Performed by OB/GYN or Specialist)		Delivery - Facility (Inpatient Hospital, Birthing Center)			
	In-Network	Out-of- Network	In-Network	Out-of- Network	In-Network	Out-of- Network	In-Network	Out-of- Network		
Maternity	\$15 copay, then plan pays 100%	Plan pays 80% ^	Plan pays 100%	Plan pays 80% ^	\$15 copay, then plan pays 100%	Plan pays 80% ^	Covered same as plan's Inpatient Hospital benefit	Covered same as plan's Inpatient Hospital benefit		
Note: Services where plan deductible applies are noted with a caret (^)										
Benefit	Physician's Office		Inpatient Facility		Outpatient Facility		Inpatient Professional Services		Outpatient Professional Services	
	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
Note: Services where plan deductible applies are noted with a caret (^)										
Abortion (Elective and non-elective procedures)	\$15 copay, then plan pays 100%	Plan pays 80% ^	\$250 per admission copay, then plan pays 100%	Plan pays 80% ^	\$100 per facility visit copay, then plan pays 100%	Plan pays 80% ^	Plan pays 100%	Plan pays 80% ^	Plan pays 100%	Plan pays 80% ^
Family Planning - Men's Services	\$15 copay, then plan pays 100%	Plan pays 80% ^	\$250 per admission copay, then plan pays 100%	Plan pays 80% ^	\$100 per facility visit copay, then plan pays 100%	Plan pays 80% ^	Plan pays 100%	Plan pays 80% ^	Plan pays 100%	Plan pays 80% ^
Includes surgical services, such as vasectomy (excludes reversals)										
Family Planning - Women's Services	Plan pays 100%	Plan pays 80% ^	Plan pays 100%	Plan pays 80% ^	Plan pays 100%	Plan pays 80% ^	Plan pays 100%	Plan pays 80% ^	Plan pays 100%	Plan pays 80% ^
Includes surgical services, such as tubal ligation (excludes reversals) Contraceptive devices as ordered or prescribed by a physician.										
Infertility	\$15 copay, then plan pays 100%	Plan pays 80% ^	\$250 per admission copay, then plan pays 100%	Plan pays 80% ^	\$100 per facility visit copay, then plan pays 100%	Plan pays 80% ^	Plan pays 100%	Plan pays 80% ^	Plan pays 100%	Plan pays 80% ^

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Benefit	Physician's Office		Inpatient Facility		Outpatient Facility		Inpatient Professional Services		Outpatient Professional Services	
	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
Note: Services where plan deductible applies are noted with a caret (^)										
Infertility covered services: lab and radiology test, counseling, surgical treatment, includes artificial insemination, in-vitro fertilization, GIFT, ZIFT, etc.										
Unlimited lifetime maximum										
TMJ, Surgical and Non-Surgical	\$15 copay, then plan pays 100%	Plan pays 80% ^	\$250 per admission copay, then plan pays 100%	Plan pays 80% ^	\$100 per facility visit copay, then plan pays 100%	Plan pays 80% ^	Plan pays 100%	Plan pays 80% ^	Plan pays 100%	Plan pays 80% ^
Services provided on a case-by-case basis. Always excludes appliances & orthodontic treatment. Subject to medical necessity.										
Unlimited maximum per lifetime										
Bariatric Surgery	\$15 copay, then plan pays 100%	Plan pays 80% ^	\$250 per admission copay, then plan pays 100%	Plan pays 80% ^	\$100 per facility visit copay, then plan pays 100%	Plan pays 80% ^	Plan pays 100%	Plan pays 80% ^	Plan pays 100%	Plan pays 80% ^
Treatment of clinically severe obesity, as defined by the body mass index (BMI) is covered.										
The following are excluded:										
<ul style="list-style-type: none"><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 clinically severe (morbid) obesity.</li><li>• weight loss programs or treatments, whether prescribed or recommended by a physician or under medical supervision</li></ul>										
Benefit	Inpatient Hospital Facility			Inpatient Professional Services						
	Lifesource Facility In-Network	Non-Lifesource Facility In-Network	Out-of-Network	Lifesource Facility In-Network	Non-Lifesource Facility In-Network	Out-of-Network				
Organ Transplants	\$250 per admission copay, then plan pays 100%	\$250 per admission copay, then plan pays 100%	Plan pays 80% ^	Plan pays 100%	Plan pays 100%	Plan pays 80% ^				
<ul style="list-style-type: none"><li>• Travel Lifetime Maximum - Lifesource Facility: In-Network: Unlimited maximum per Transplant per Lifetime</li></ul>										
Note: Services where plan deductible applies are noted with a caret (^)										
Benefit	Inpatient		Outpatient - Physician's Office		Outpatient – All Other Services					
	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network				
Mental Health	\$250 per admission copay, then plan pays 100%	Plan pays 80% ^	\$15 copay, then plan pays 100%	Plan pays 80% ^	Plan pays 100%	Plan pays 80% ^				

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Benefit	Inpatient		Outpatient - Physician's Office		Outpatient – All Other Services	
	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network
<b>Substance Abuse</b>	\$250 per admission copay, then plan pays 100%	Plan pays 80% ^	\$15 copay, then plan pays 100%	Plan pays 80% ^	Plan pays 100%	Plan pays 80% ^

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

**Note:** Detox is covered under medical

- Unlimited maximum per Calendar Year
- Services are paid at 100% after you reach your out-of-pocket maximum.
- Inpatient includes Residential Treatment.
- Outpatient includes partial hospitalization and individual, intensive outpatient and group therapy.

## Mental Health and Substance Use Disorder Services

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

Cigna Total Behavioral Health - 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
<b>Cigna Pharmacy three-tier copay plan</b> <ul style="list-style-type: none"> <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>• Growth Hormones</li> <li>• Insulin, glucose test strips, lancets, insulin needles &amp; syringes, insulin pens and cartridges included</li> </ul>	<b>Retail - 30 day supply</b> Generic: You pay \$5 Preferred Brand: You pay \$10 Non-Preferred Brand: You pay \$20  <b>Home delivery - 90 day supply</b> Generic: You pay \$10 Preferred Brand: You pay \$20 Non-Preferred Brand: You pay \$40	<b>Retail - 30 day supply</b> Generic: You pay \$5 Preferred Brand: You pay \$10 Non-Preferred Brand: You pay \$20  <b>Home delivery - Not covered</b>

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## Pharmacy Program Information

### Pharmacy Clinical Management and Prior Authorization

- Your plan is subject to refill-too-soon and other clinical edits as well as prior authorization requirements.
- Plan exclusion edits are always included.
- Additional clinical management - Basic package - provides a limited set of clinical edits such as prior authorization, age edits and quantity limits for a specific list of prescription medications.

### Prescription Drug List:

- Your Cigna Standard Prescription Drug List includes a full range of drugs including all those required under applicable health care laws. To check which drugs are included in your plan, please log on to myCigna.com.

### Specialty Pharmacy Management:

- Clinical Programs
  - Prior authorization is required on specialty medications but quantity limits may apply.
  - Theracare® Program
- Medication Access Option
  - 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
- Case Management

Included

### Health Advisor - A

Support for healthy and at-risk individuals to help them stay healthy

- Health and Wellness Coaching
- Gaps in Care coaching for select conditions
- Preference Sensitive Care/Treatment Decision Support Coaching

Included

## Additional Information

### 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.

### 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.

#### Your Health First - 200

Individuals with one or more of the chronic conditions, identified on the right, may be eligible to receive the following type of support:

- Condition Management
- Medication adherence
- Risk factor management
- Lifestyle issues
- Health & Wellness issues
- Pre/post-admission
- Treatment decision support
- Gaps in care

Holistic health support for the following chronic health conditions:

- Heart Disease
- Coronary Artery Disease
- Angina
- Congestive Heart Failure
- Acute Myocardial Infarction
- Peripheral Arterial Disease
- Asthma
- Chronic Obstructive Pulmonary Disease (Emphysema and Chronic Bronchitis)
- Diabetes Type 1
- Diabetes Type 2
- Metabolic Syndrome/Weight Complications
- Osteoarthritis
- Low Back Pain
- Anxiety
- Bipolar Disorder
- Depression

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## 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.

## 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.
- 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. For example, if Cigna determines that a provider is or has waived, reduced, or forgiven any portion of its charges and/or any portion of copayment, deductible, and/or coinsurance amount(s) you are required to pay for a Covered Service (as shown on the Schedule) without Cigna's express consent, then Cigna in its sole discretion shall have the right to deny the payment of benefits in connection with the Covered Service, or reduce the benefits in proportion to the amount of the copayment, deductible, and/or coinsurance amounts waived, forgiven or reduced, regardless of whether the provider represents that you remain responsible for any amounts that your plan does not cover. In the exercise of that discretion, Cigna shall have the right to require you to provide proof sufficient to Cigna that you have made your required cost share payment(s) prior to the payment of any benefits by Cigna. This exclusion includes, but is not limited to, charges of a Non-Participating Provider who has agreed to charge you or charged you at an in-network benefits level or some other benefits level not otherwise applicable to the services received.
- Charges arising out of or related to any violation of a healthcare-related state or federal law or which themselves are a violation of a healthcare-related state or federal law.
- 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.
- Experimental, investigational and unproven services are medical, surgical, diagnostic, psychiatric, substance use disorder or other health care technologies, supplies, treatments, procedures, drug therapies or devices that are determined by the utilization review Physician to be:
  - o Not demonstrated, through existing peer-reviewed, evidence-based, scientific literature to be safe and effective for treating or diagnosing the condition or sickness for which its use is proposed;
  - o Not approved by the U.S. Food and Drug Administration (FDA) or other appropriate regulatory agency to be lawfully marketed for the proposed use;
  - o The subject of review or approval by an Institutional Review Board for the proposed use except as provided in the "Clinical Trials" section of this plan;or

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## Exclusions

- o The subject of an ongoing phase I, II or III clinical trial, except for routine patient care costs related to qualified clinical trials as provided in the "Clinical Trials" section(s) of this plan.
- Cosmetic surgery and therapies. Cosmetic surgery or therapy is defined as surgery or therapy performed to improve or alter 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.
- Medical and surgical services, initial and repeat, intended for the treatment or control of obesity, except for treatment of clinically severe (morbid) obesity as shown in Covered Expenses, including: medical and surgical services to alter appearance or physical changes that are the result of any surgery performed for the management of obesity or clinically severe (morbid) obesity; and weight loss programs or treatments, whether prescribed or recommended by a Physician or under medical supervision.
- 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 intellectual disabilities.
- 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).
- Routine refractions, 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

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## Exclusions

- 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.
- 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.

*All Cigna products and services are provided exclusively by or through operating subsidiaries of Cigna Corporation, including Cigna Health and Life Insurance Company, Connecticut General Life Insurance Company, Cigna Behavioral Health, Inc., Tel-Drug, Inc., Tel-Drug of Pennsylvania, L.L.C. and HMO or service company subsidiaries of Cigna Health Corporation. "Cigna Home Delivery Pharmacy" refers to Tel-Drug, Inc. and Tel-Drug of Pennsylvania, L.L.C. The Cigna name, logo, and other Cigna marks are owned by Cigna Intellectual Property, Inc.*

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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 Town of Simsbury HSA Plan

### High Deductible Health 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](http://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](http://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.

#### Employer Contribution

Employee - \$1,000  
Family - \$2,000

Plan Highlights	In-Network	Out-of-Network
<b>Lifetime Maximum</b>	Unlimited	Unlimited
<b>Coinsurance</b>	Plan pays 100%	Plan pays 80%
<b>Maximum Reimbursable Charge</b>	Not Applicable	300%
<b>Contract Year Deductible</b>	Individual: \$2,000 Family: \$4,000	Individual: \$2,000 Family: \$4,000
<ul style="list-style-type: none"> <li>The amount you pay for all covered expenses counts toward both your in-network and out-of-network deductibles.</li> <li>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.</li> <li>This plan includes a combined Medical/Pharmacy plan deductible.</li> <li>Retail and home delivery Pharmacy costs contribute to the combined Medical/Pharmacy deductible.</li> </ul> <p>Note: Services where plan deductible applies are noted with a caret (^)</p>		

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Plan Highlights		In-Network	Out-of-Network
<b>Contract Year Out-of-Pocket Maximum</b>		Individual: \$5,000 Individual – In a Family: \$6,850 Family: \$10,000	Individual: \$10,000 Individual – In a Family: \$20,000 Family: \$20,000
<ul style="list-style-type: none"> <li>The amount you pay for all covered expenses counts toward both your in-network and out-of-network out-of-pocket maximums.</li> <li>Plan deductible contributes towards your out-of-pocket maximum.</li> <li>Mental Health and Substance Use Disorder 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 family 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	Out-of-Network
<b>Note: Services where plan deductible applies are noted with a caret (^)</b>			
<b>Physician Services</b>			
<b>Physician Office Visit</b>		Plan pays 100% ^	Plan pays 80% ^
<ul style="list-style-type: none"> <li>All services including Lab &amp; X-ray</li> </ul>			
<b>Surgery Performed in Physician's Office</b>		Plan pays 100% ^	Plan pays 80% ^
<b>Allergy Treatment/Injections</b>		Plan pays 100% ^	Plan pays 80% ^
<b>Allergy Serum</b>		Plan pays 100% ^	Plan pays 80% ^
Dispensed by the physician in the office			
<b>Preventive Care</b>			
<b>Preventive Care</b>		Plan pays 100%	Plan pays 80% ^
<ul style="list-style-type: none"> <li>Includes coverage of additional services, such as urinalysis, EKG, and other laboratory tests, supplementing the standard Preventive Care benefit.</li> </ul>			
<b>Immunizations</b>		Plan pays 100%	Plan pays 80% ^
<b>Mammogram, PAP, and PSA Tests</b>		Plan pays 100%	Plan pays 80% ^
<ul style="list-style-type: none"> <li>Coverage includes the associated Preventive Outpatient Professional Services.</li> <li>Associated wellness exam is covered in-network only.</li> <li>Diagnostic-related services are covered at the same level of benefits as other x-ray and lab services, based on place of service.</li> </ul>			
<b>Inpatient</b>			
<b>Inpatient Hospital Facility</b>		Plan pays 100% ^	Plan pays 80% ^
<b>Semi-Private Room:</b> In-Network: Limited to the semi-private negotiated rate / Out-of-Network: Limited to semi-private rate			
<b>Private Room:</b> In-Network: Limited to the semi-private negotiated rate / Out-of-Network: Limited to semi-private rate			
<b>Special Care Units (Intensive Care Unit (ICU), Critical Care Unit (CCU)):</b> In-Network: Limited to the negotiated rate / Out-of-Network: Limited to ICU/CCU daily room rate			
<b>Inpatient Hospital Physician's Visit/Consultation</b>		Plan pays 100% ^	Plan pays 80% ^
<b>Inpatient Professional Services</b>		Plan pays 100% ^	Plan pays 80% ^
<ul style="list-style-type: none"> <li>For services performed by Surgeons, Radiologists, Pathologists and Anesthesiologists</li> </ul>			

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Benefit	In-Network	Out-of-Network
<b>Note: Services where plan deductible applies are noted with a caret (^)</b>		
<b>Outpatient</b>		
<b>Outpatient Facility Services</b>	Plan pays 100% ^	Plan pays 80% ^
<b>Outpatient Professional Services</b> <ul style="list-style-type: none"> <li>For services performed by Surgeons, Radiologists, Pathologists and Anesthesiologists</li> </ul>	Plan pays 100% ^	Plan pays 80% ^
<b>Short-Term Rehabilitation</b> Contract Year Maximums: <ul style="list-style-type: none"> <li>Pulmonary Rehabilitation, Cognitive Therapy, Physical Therapy, Speech Therapy, Occupational Therapy, Cardiac Rehabilitation and Chiropractic Care – 90 days</li> </ul>	Plan pays 100% ^	Plan pays 80% ^
<b>Note: Therapy days, provided as part of an approved Home Health Care plan, accumulate to the applicable outpatient short term rehab therapy maximum.</b>		
<b>Other Health Care Facilities/Services</b>		
<b>Home Health Care</b> (includes outpatient private duty nursing subject to medical necessity) <ul style="list-style-type: none"> <li>Unlimited days maximum per Contract Year</li> <li>16 hour maximum per day</li> </ul>	Plan pays 100% ^	Plan pays 80% ^
<b>Skilled Nursing Facility, Rehabilitation Hospital, Sub-Acute Facility</b> <ul style="list-style-type: none"> <li>120 days maximum per Contract Year</li> </ul>	Plan pays 100% ^	Plan pays 80% ^
<b>Durable Medical Equipment</b> <ul style="list-style-type: none"> <li>Unlimited maximum per Contract Year</li> </ul>	Plan pays 100% ^	Plan pays 80% ^
<b>Breast Feeding Equipment and Supplies</b> <ul style="list-style-type: none"> <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% ^
<b>Routine Vision</b> <ul style="list-style-type: none"> <li>One eye exam every 12 months</li> <li>Eye glasses and Contacts are not covered.</li> </ul>	Plan pays 100% ^	Your plan pays 80% ^
<b>External Prosthetic Appliances (EPA)</b> <ul style="list-style-type: none"> <li>Unlimited maximum per Contract Year</li> </ul>	Plan pays 100% ^	Plan pays 80% ^
<b>Hearing Aids</b> <ul style="list-style-type: none"> <li>Unlimited maximum per Contract Year for children under age 13</li> </ul>	Plan pays 100% ^	Plan pays 80% ^
<b>Routine Foot Disorders</b>	Not Covered	Not Covered
<b>Note: Services associated with foot care for diabetes and peripheral vascular disease are covered when medically necessary.</b>		
<b>Wigs</b> <ul style="list-style-type: none"> <li>Unlimited maximum per Contract Year</li> </ul>	Your plan pays 100% ^	Your plan pays 80% ^

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## Place of Service - your plan pays based on where you receive services

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

Benefit	Physician's Office		Independent Lab		Emergency Room/ Urgent Care Facility		Outpatient Facility	
	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network
Lab and X-ray	Plan pays 100% ^	Plan pays 80% ^	Plan pays 100% ^	Plan pays 80% ^	Plan pays 100% ^		Plan pays 100% ^	Plan pays 80% ^
Advanced Radiology Imaging	Plan pays 100% ^	Plan pays 80% ^	Not Applicable	Not Applicable	Plan pays 100% ^		Plan pays 100% ^	Plan pays 80% ^

Advanced Radiology Imaging (ARI) includes MRI, MRA, CAT Scan, PET Scan, etc...

Note: All lab and x-ray services, including ARI, provided at Inpatient Hospital are covered under Inpatient Hospital benefit

Benefit	Emergency Room / Urgent Care Facility		Outpatient Professional Services		*Ambulance	
	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network
Emergency Care	Plan pays 100% ^		Plan pays 100% ^		Plan pays 100% ^	
Urgent Care	Plan pays 100% ^		Plan pays 100% ^		Not Applicable	

\*Ambulance services used as non-emergency transportation (e.g., transportation from hospital back home) generally are not covered.

Benefit	Inpatient Hospital and Other Health Care Facilities		Outpatient Services	
	In-Network	Out-of-Network	In-Network	Out-of-Network
Hospice	Plan pays 100% ^	Plan pays 80% ^	Plan pays 100% ^	Plan pays 80% ^
Bereavement Counseling	Plan pays 100% ^	Plan pays 80% ^	Plan pays 100% ^	Plan pays 80% ^

Note: Services provided as part of Hospice Care Program

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

Benefit	Initial Visit to Confirm Pregnancy		Global Maternity Fee (All Subsequent Prenatal Visits, Postnatal Visits and Physician's Delivery Charges)		Office Visits in Addition to Global Maternity Fee (Performed by OB/GYN or Specialist)		Delivery - Facility (Inpatient Hospital, Birthing Center)	
	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 benefit

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

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Benefit	Physician's Office		Inpatient Facility		Outpatient Facility		Inpatient Professional Services		Outpatient Professional Services	
	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
Note: Services where plan deductible applies are noted with a caret (^)										
<b>Abortion</b> (Elective and non-elective procedures)	Plan pays 100% ^	Plan pays 80% ^	Plan pays 100% ^	Plan pays 80% ^	Plan pays 100% ^	Plan pays 80% ^	Plan pays 100% ^	Plan pays 80% ^	Plan pays 100% ^	Plan pays 80% ^
<b>Family Planning - Men's Services</b>	Plan pays 100% ^	Plan pays 80% ^	Plan pays 100% ^	Plan pays 80% ^	Plan pays 100% ^	Plan pays 80% ^	Plan pays 100% ^	Plan pays 80% ^	Plan pays 100% ^	Plan pays 80% ^
Includes surgical services, such as vasectomy (excludes reversals)										
<b>Family Planning - Women's Services</b>	Plan pays 100%	Plan pays 80% ^	Plan pays 100%	Plan pays 80% ^	Plan pays 100%	Plan pays 80% ^	Plan pays 100%	Plan pays 80% ^	Plan pays 100%	Plan pays 80% ^
Includes surgical services, such as tubal ligation (excludes reversals) Contraceptive devices as ordered or prescribed by a physician.										
<b>Infertility</b>	Plan pays 100% ^	Plan pays 80% ^	Plan pays 100% ^	Plan pays 80% ^	Plan pays 100% ^	Plan pays 80% ^	Plan pays 100% ^	Plan pays 80% ^	Plan pays 100% ^	Plan pays 80% ^
Infertility covered services: lab and radiology test, counseling, surgical treatment, includes artificial insemination, in-vitro fertilization, GIFT, ZIFT, etc.										
Unlimited lifetime maximum										
<b>TMJ, Surgical and Non-Surgical</b>	Plan pays 100% ^	Plan pays 80% ^	Plan pays 100% ^	Plan pays 80% ^	Plan pays 100% ^	Plan pays 80% ^	Plan pays 100% ^	Plan pays 80% ^	Plan pays 100% ^	Plan pays 80% ^
Services provided on a case-by-case basis. Always excludes appliances & orthodontic treatment. Subject to medical necessity.										
Unlimited maximum per lifetime										
<b>Bariatric Surgery</b>	Plan pays 100% ^	Plan pays 80% ^	Plan pays 100% ^	Plan pays 80% ^	Plan pays 100% ^	Plan pays 80% ^	Plan pays 100% ^	Plan pays 80% ^	Plan pays 100% ^	Plan pays 80% ^
Treatment of clinically severe obesity, as defined by the body mass index (BMI) is covered. The following are excluded:										
<ul style="list-style-type: none"> <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 clinically severe (morbid) obesity.</li> <li>weight loss programs or treatments, whether prescribed or recommended by a physician or under medical supervision</li> </ul>										

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Benefit	Inpatient Hospital Facility			Inpatient Professional Services		
	Lifesource Facility In-Network	Non-Lifesource Facility In-Network	Out-of-Network	Lifesource Facility In-Network	Non-Lifesource Facility In-Network	Out-of-Network
<b>Organ Transplants</b>	Plan pays 100% ^	Plan pays 100% ^	Plan pays 80% ^	Plan pays 100% ^	Plan pays 100% ^	Plan pays 80% ^
<ul style="list-style-type: none"> <li>Travel Lifetime Maximum - Lifesource Facility: In-Network: Unlimited maximum per Transplant per Lifetime</li> </ul>						
Note: Services where plan deductible applies are noted with a caret (^)						
Benefit	Inpatient		Outpatient - Physician's Office		Outpatient – All Other Services	
	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network
<b>Mental Health</b>	Plan pays 100% ^	Plan pays 80% ^	Plan pays 100% ^	Plan pays 80% ^	Plan pays 100% ^	Plan pays 80% ^
<b>Substance Use Disorder</b>	Plan pays 100% ^	Plan pays 80% ^	Plan pays 100% ^	Plan pays 80% ^	Plan pays 100% ^	Plan pays 80% ^
Note: Services where plan deductible applies are noted with a caret (^)						
<b>Note:</b> Detox is covered under medical <ul style="list-style-type: none"> <li>Unlimited maximum per Contract Year</li> <li>Services are paid at 100% after you reach your out-of-pocket maximum.</li> <li>Inpatient includes Residential Treatment.</li> <li>Outpatient includes partial hospitalization and individual, intensive outpatient and group therapy.</li> </ul>						
<b>Mental Health and Substance Use Disorder Services</b>						
<b>Mental Health/Substance Use Disorder Utilization Review, Case Management and Programs</b> Cigna Total Behavioral Health - Inpatient and Outpatient Management <ul style="list-style-type: none"> <li>Inpatient utilization review and case management</li> <li>Outpatient utilization review and case management</li> <li>Partial Hospitalization</li> <li>Intensive outpatient programs</li> <li>Changing Lives by Integrating Mind and Body Program</li> <li>Lifestyle Management Programs: Stress Management, Tobacco Cessation and Weight Management.</li> <li>Narcotic Therapy Management</li> <li>Complex Psychiatric Case Management</li> </ul>						

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Pharmacy	In-Network	Out-of-Network
<b>Cigna Pharmacy three-tier copay plan</b> <ul style="list-style-type: none"> <li>Retail drugs may be obtained In-Network at a wide range of pharmacies across the nation.</li> <li>Patient is responsible for the applicable copay based upon the tier of the dispensed medication.</li> <li>Your pharmacy benefits have a combined annual deductible and out-of-pocket maximum with the medical/behavioral benefits. The applicable cost share for covered drugs applies after the combined deductible has been met.</li> <li>Self Administered injectable and optional injectable drugs are covered</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 - 30 day supply</b> Generic: You pay \$5 ^ Preferred Brand: You pay \$10 ^ Non-Preferred Brand: You pay \$20 ^  <b>Home delivery - 90 day supply</b> 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

### Pharmacy Clinical Management and Prior Authorization

- Your plan is subject to refill-too-soon and other clinical edits as well as prior authorization requirements.
- Plan exclusion edits are always included.
- Additional clinical management - Basic package - provides a limited set of clinical edits such as prior authorization, age edits and quantity limits for a specific list of prescription medications.

### Prescription Drug List:

- Your Cigna Standard Prescription Drug List includes a full range of drugs including all those required under applicable health care laws. To check which drugs are included in your plan, please log on to [myCigna.com](http://myCigna.com).

### Specialty Pharmacy Management:

- Clinical Programs
  - Prior authorization is not required on specialty medications but quantity limits may apply.
  - Theracare® Program
- Medication Access Option
  - Retail and/or Home Delivery

## 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.

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## Additional Information

<b>Comprehensive Oncology Program</b> <ul style="list-style-type: none"> <li>Care Management outreach</li> <li>Case Management</li> </ul>	Included
<b>Health Advisor - A</b> Support for healthy and at-risk individuals to help them stay healthy <ul style="list-style-type: none"> <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
<b>Maximum Reimbursable Charge</b> 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.	
<b>Multiple Surgical Reduction</b> 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.	
<b>Pre-Certification - Continued Stay Review - PHS Inpatient</b> - 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. <ul style="list-style-type: none"> <li>\$300 penalty applied to hospital inpatient charges for failure to contact Cigna Healthcare to precertify admission.</li> <li>50% penalty applied for any admission reviewed by Cigna Healthcare and not certified.</li> <li>50% penalty applied for any additional days not certified by Cigna Healthcare.</li> </ul>	
<b>Pre-Existing Condition Limitation (PCL)</b> does not apply.	

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## Additional Information

### Your Health First - 200

Individuals with one or more of the chronic conditions, identified on the right, may be eligible to receive the following type of support:

- Condition Management
- Medication adherence
- Risk factor management
- Lifestyle issues
- Health & Wellness issues
- Pre/post-admission
- Treatment decision support
- Gaps in care

Holistic health support for the following chronic health conditions:

- Heart Disease
- Coronary Artery Disease
- Angina
- Congestive Heart Failure
- Acute Myocardial Infarction
- Peripheral Arterial Disease
- Asthma
- Chronic Obstructive Pulmonary Disease (Emphysema and Chronic Bronchitis)
- Diabetes Type 1
- Diabetes Type 2
- Metabolic Syndrome/Weight Complications
- Osteoarthritis
- Low Back Pain
- Anxiety
- Bipolar Disorder
- Depression

## 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.

## 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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## Exclusions

- 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. For example, if Cigna determines that a provider is or has waived, reduced, or forgiven any portion of its charges and/or any portion of copayment, deductible, and/or coinsurance amount(s) you are required to pay for a Covered Service (as shown on the Schedule) without Cigna's express consent, then Cigna in its sole discretion shall have the right to deny the payment of benefits in connection with the Covered Service, or reduce the benefits in proportion to the amount of the copayment, deductible, and/or coinsurance amounts waived, forgiven or reduced, regardless of whether the provider represents that you remain responsible for any amounts that your plan does not cover. In the exercise of that discretion, Cigna shall have the right to require you to provide proof sufficient to Cigna that you have made your required cost share payment(s) prior to the payment of any benefits by Cigna. This exclusion includes, but is not limited to, charges of a Non-Participating Provider who has agreed to charge you or charged you at an in-network benefits level or some other benefits level not otherwise applicable to the services received.
- Charges arising out of or related to any violation of a healthcare-related state or federal law or which themselves are a violation of a healthcare-related state or federal law.
- 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.
- Experimental, investigational and unproven services are medical, surgical, diagnostic, psychiatric, substance use disorder or other health care technologies, supplies, treatments, procedures, drug therapies or devices that are determined by the utilization review Physician to be:
  - Not demonstrated, through existing peer-reviewed, evidence-based, scientific literature to be safe and effective for treating or diagnosing the condition or sickness for which its use is proposed;
  - Not approved by the U.S. Food and Drug Administration (FDA) or other appropriate regulatory agency to be lawfully marketed for the proposed use;
  - The subject of review or approval by an Institutional Review Board for the proposed use except as provided in the "Clinical Trials" section of this plan; or
  - The subject of an ongoing phase I, II or III clinical trial, except for routine patient care costs related to qualified clinical trials as provided in the "Clinical Trials" section(s) of this plan.
- Cosmetic surgery and therapies. Cosmetic surgery or therapy is defined as surgery or therapy performed to improve or alter 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.
- Medical and surgical services, initial and repeat, intended for the treatment or control of obesity, except for treatment of clinically severe (morbid) obesity as shown in Covered Expenses, including: medical and surgical services to alter appearance or physical changes that are the result of any surgery performed for the management of obesity or clinically severe (morbid) obesity; and weight loss programs or treatments, whether prescribed or recommended by a Physician or under medical supervision.
- 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,

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## Exclusions

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 intellectual disabilities.

- 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 and dentures.
- 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).
- Routine refractions, 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.
- 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.

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**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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