

**AGREEMENT BETWEEN**

**THE SIMSBURY ADMINISTRATIVE  
& PROFESSIONAL SUPERVISORS' TOWN EMPLOYEES  
ASSOCIATION  
CSEA, SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 2001**

**AND**

**THE TOWN OF SIMSBURY**

**July 1, 2015 — June 30, 2019**

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## **PREAMBLE**

This Agreement is made and entered into by and between the Town of Simsbury (hereinafter referred to as “the Town” or “the Employer”) and the Simsbury Administrative and Professional Supervisors’ Employees Association, CSEA, Service Employees International Union Local 2001 (hereinafter referred to as “the Union”).

## **ARTICLE 1 Recognition**

**SECTION 1.1** The Town of Simsbury recognizes The Simsbury Administrative & Professional Supervisors’ Employees Association, CSEA, Service Employees International Union Local 2001 as the sole and exclusive bargaining agent for all full-time administrative and professional employees who occupy positions covered by this Agreement (see Appendix A for covered positions), excluding department heads, supervisors (except those set forth in the Appendix), members of the Police Department, and all others excluded by the Municipal Employee Relations Act (hereinafter referred to as “the Act”) , for the purpose of bargaining with respect to wages, hours and other terms and conditions of employment as mandated by the Act.

## **ARTICLE 2 Appointments and Vacancies**

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

**SECTION 2.2** Appointments shall be made on the basis of qualifications, skill, and ability, work experience and work record.

### **SECTION 2.3 Probationary Period**

A. Newly Hired or Newly Transferred Into Bargaining Unit Position. For securing the most effective adjustment of an individual newly hired or newly transferred from outside the bargaining unit to a position within the bargaining unit and for determining that such employee’s work meets required standards, all such appointments are for a probationary period normally not to exceed one year but no less than six (6) months. In case of extended illness, the First Selectman may extend the probationary period.

**B. Transferred or Promoted From Another Bargaining Unit Position.**

Any bargaining unit member who completed his or her regular probationary period in a position within the bargaining unit and who voluntarily transfers or is promoted to a different position within the bargaining unit shall serve a probationary period of sixty (60) workdays. If, during this probationary period, the employee finds the new position unacceptable or the Town finds the employee unsuited to the new position, such employee shall be returned to the position from which the employee transferred or was promoted, presuming such position still exists. During this period, the vacated position, if it still exists, may be filled at the Town's discretion, on a temporary basis. If the vacated position has been eliminated, the Town will make reasonable efforts to transfer the affected employee to a vacant position which it wishes to fill and for which the employee is qualified.

**SECTION 2.4 Evaluation of Performance** - During the probationary period, the department head shall submit quarterly reports to the First Selectman in writing, with a copy to the employee, evaluating the work of the employee. Upon successful completion of the probationary period, the employee shall be given written notice of such with a copy to the Union.

**SECTION 2.5 Dismissal** - During the initial probationary period, a department head may dismiss an employee with approval of the First Selectman. Dismissal during the probationary period shall be at the discretion of the Town in accordance with the Town Charter and may occur for no reason or for any reason including but not limited to demonstration of inability or unwillingness to perform the duties of the position, lack of dependability, habits which detract from job performances or incompatibility with supervisor. Notification of such dismissal shall be in writing. Dismissal during the probationary period shall not be subject to grievance and/or arbitration.

**SECTION 2.6** The Town may authorize the appointment of any qualified person to a position to prevent stoppage of public business or loss or serious inconvenience to the public. Such appointment shall be valid for the duration of the emergency without regard to any applicable rules set forth in this Agreement.

**SECTION 2.7 Notification.** At the time of appointment or recall from a layoff, a letter signed by the First Selectman or his/her designee with a copy sent to the collective bargaining unit and the department head, will be prepared indicating the following:

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

**ARTICLE 3  
Classifications**

**SECTION 3.1 Classification of Positions** - All positions substantially similar with respect to duties, responsibilities, authority and character of work shall be included within the

same grade and the same schedule of compensation shall apply with equity under like working conditions to all positions in the same grade. No new position shall be allocated to a grade without negotiations and agreement with the Union, although the Town may make a temporary allocation pending negotiations.

**SECTION 3.2** All positions are classified and defined as follows:

A. Full time: A full-time employee is one employed for a minimum of 40 hours per week on a yearly basis, and is entitled to fringe benefits in accordance with this Agreement.

B. Part-time: A part-time employee is one employed for a fixed number of hours, but less than 40 hours per week, on a yearly basis. Such employee may be paid on an hourly or salaried basis and is entitled to fringe benefits only to the extent set forth in this Agreement.

**SECTION 3.3 Reclassification** –The Town reserves the right to determine the content of any job and to modify job descriptions accordingly. Positions, the duties of which have been changed materially so as to necessitate reclassification in the discretion of the Town, shall be allocated to a more appropriate grade, whether newly created or currently existing, in the manner set forth in Section 3.1 and 3.2 above. Whenever an employee believes that his/her job consistently requires the performance of duties of a specific higher classification for the majority of the workday or if an individual’s job has evolved over time to encompass additional duties, either the employee or the Union may request a hearing before the First Selectman relative to reclassification of the position in a manner consistent with the provisions of Section 3.1 above. Within thirty (30) days, the First Selectman or designee shall hold a hearing and shall render a decision within ten (10) days following the hearing. If the matter remains unresolved following the decision of the First Selectman or designee, the matter may be pursued through the contractual grievance and arbitration procedures. Requests in accordance with this provision may not be made more than once in a two (2) year period regarding a specific position.

## **ARTICLE 4**

### **Wages and Compensation**

**SECTION 4.1** Wage Rates - The wage rates for full-time employees shall be set forth in Appendix B of this Agreement.

**SECTION 4.2** Placement on Pay Plan: Employees shall continue to move through the steps on the pay plan set forth in Appendix B as described below.

## **SECTION 4.3 Compensation:**

### **1. Wage Increases:**

- (a) Effective July 1, 2015, and retroactive thereto, there shall be a two and a quarter percent (2.25%) general wage increase.
- (b) Effective July 1, 2016, there shall be a two and a quarter percent (2.25%) general wage increase.

On or after January 1, 2017 the parties shall meet to negotiate any adjustments to wages for the duration of this Agreement.

### **2. Step Increases:**

- (a) Effective July 1, 2015, and retroactive thereto, each full-time employee shall receive one (1) step increase of one percent (1%) on their anniversary date of hire, or, if applicable, their anniversary date in a promotional position until said employee has reached top step.
- (b) Effective July 1, 2016, each full-time employee shall receive one (1) step increase of one percent (1%) on their anniversary date of hire, or, if applicable, their anniversary date in a promotional position until said employee has reached top step.

### **3. Merit Bonuses:**

- (a) The members of the bargaining unit shall receive a merit bonus based on their 2014-2015 performance review as follows:
  - i. Employees at the top of the pay scale receiving a performance rating of "Superior Performance" shall receive a one-time lump sum cash bonus, not to be included in the Employee's annual base salary, in the amount of two percent (2.00%) of their annual base salary for Fiscal Year 2015, to be paid on and retroactive to June 30, 2015. Employees at the top of the pay scale receiving a performance rating of "Competent" shall receive a one-time lump sum cash bonus, not to be included in the Employee's annual base salary, in the amount of one percent (1.00%) of their annual base salary for Fiscal Year 2015, to be paid on and retroactive to June 30, 2015.
  - ii. Employees not at the top of the pay scale receiving a performance rating of "Superior Performance" shall move up one (1) step on the pay scale and receive a one-time lump sum cash bonus, not to be included in the Employee's annual base salary, in the amount of one percent (1.00%) of their annual base salary for Fiscal Year 2015, to be paid on and retroactive to June 30, 2015. Employees not at the top of the pay scale receiving a performance rating of "Competent" shall receive a one-time lump sum cash bonus, not to be included in the Employee's annual base salary, in the amount of one percent (1.00%) of their annual base salary for Fiscal Year 2015 to be paid on and retroactive to June 30, 2015.
- (b) The members of the bargaining unit shall receive a merit increase based on their 2015-2016 performance review as follows:
  - i. Employees at the top of the pay scale receiving a performance rating of "Superior Performance" shall receive a one-time lump sum cash bonus,

not to be included in the Employee's annual base salary, in the amount of two percent (2.00%) of their annual base salary for Fiscal Year 2016, to be paid on June 30, 2016. Employees at the top of the pay scale receiving a performance rating of "Competent" shall receive a one-time lump sum cash bonus, not to be included in the Employee's annual base salary, in the amount of one percent (1.00%) of their annual base salary for Fiscal Year 2016 to be paid on June 30, 2016.

- ii. Employees not at the top of the pay scale receiving a performance rating of "Superior Performance" shall move up one (1) step on the pay scale and receive a one-time lump sum cash bonus, not to be included in the Employee's annual base salary, in the amount of one percent (1.00%) of their annual base salary for Fiscal Year 2016 to be paid on June 30, 2016. Employees not at the top of the pay scale receiving a performance rating of "Competent" shall receive a one-time lump sum cash bonus, not to be included in the Employee's annual base salary, in the amount of one percent (1.00%) of their annual base salary for Fiscal Year 2016 to be paid on June 30, 2016.

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

**SECTION 4.5 Entry Salary Rate.** The entry salary during the probationary period may be ninety percent (90%) of the prevailing rate for experience within that job grade for the Town of Simsbury.

**SECTION 4.6 Entrance Salary Rate.** Under normal circumstances, the entrance rate of pay for a grade shall be offered for recruitment purposes and shall normally be paid upon appointment to the grade except as provided in Section 4.3 above. The First Selectman may approve initial compensation at a rate higher than the minimum rate of pay for the grade when the needs of the service make such action necessary, provided that:

- A. The qualifications of the applicant are outstanding in relation to those of competing applicants, and the applicants employment cannot be obtained at the minimum rate; or
- B. There is a shortage of qualified applicants available at the minimum rate of pay.

**SECTION 4.7 Rate of Pay on Transfer or Demotion** - When an employee is transferred from a position in one grade to a position in the same grade at the same level, he/she continues to be paid at the same rate, if such transfer is made at the discretion of the Town. When such transfer is made at the request of an employee for any reason including the avoidance of layoff or when an employee is demoted to a lower grade, his/her salary shall be set at a rate in a lower grade which provides appropriate compensation for the work assigned.

**SECTION 4.8 Rate of Pay on Promotion** - When an employee is promoted, his/her rate of pay shall be advanced to the new pay range.

**SECTION 4.9 Rate of Pay on a Temporary Reassignment.** Employees who are temporarily promoted or assigned to a vacant position, and are fulfilling all of the qualifications of that position, may have adjustment of pay, where there is a reassignment of a period of at least sixty (60) calendar days, Pay will be adjusted in accordance with the Town's Pay Policy. Temporary promotions shall not exceed one year.

**SECTION 4.10 Reserve Duty.** Advance payment of salary is allowed to an employee called for Reserve Duty with the understanding that the employee will reimburse the Town the amount paid to him/her for Reserve Duty; such reimbursement amount is not to exceed the amount of advanced pay. The employee must sign an agreement to reimburse the Town the amount of his/her military pay if he/she wishes the Town to provide his regular pay prior to his/her submission of a military pay voucher. Normal payroll deductions and Town contributions for insurance purposes are continued to cover such periods.

**SECTION 4.11 Payment** - Employees shall be paid on a weekly basis, and the town will continue to provide direct deposit of paychecks.

**SECTION 4.12 Authorized Leave** - When absent because of authorized sick or vacation leave, each employee is paid at the regular rate.

**SECTION 4.13 Absence Without Leave.** An employee absent without authorized leave shall forfeit his or her pay for the entire duration of such absence and will be subject to disciplinary action up to and including dismissal.

**SECTION 4.14 Payroll Deductions - Credit Union** - Employees are eligible to join the Dutch Point Credit Union and to request from the Finance Department that deductions be made from paychecks and automatically be deposited in their Credit Union accounts.

#### **SECTION 4.15 Rate of Pay on Recall**

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

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

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

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

**SECTION 5.1 Attendance** - All departments shall maintain weekly attendance records for all employees and furnish reports monthly of such attendance to the First Selectman.

**SECTION 5.2 Hours of Work -**

A. It is agreed that the working relationship between the Town and Association members shall be based upon principles of professionalism. It is expected that employees covered by this Agreement shall normally work a minimum of forty (40) hours per week and are required to work for as many hours as may be required to satisfactorily perform their job duties without regard to hours per day, week, or month. Recognizing that employees covered by this Agreement are exempt under applicable state and federal law, it is expected that such employees will schedule their own work in such manner as to effectively and efficiently complete assignments in a timely manner consistent with the Town's operational requirements. It is agreed that the working relationship between the Town and the Association members shall be based upon principles of professionalism and that neither party shall engage in "clock watching."

During the term of this agreement the Town and the Union agree to discuss a possible change in the hours of work to a 4 ½ day work week for Town Hall and Social Services.

B. Monday Evening Office Hours.

The offices of the Assessor's Office, the Building Department, the Computer Department, the Finance Department, the Planning Department, Social Services, the Senior Center, the Tax Department and the Town Clerk's Office will be open on Mondays from 8:30 a.m. until 7:00 p.m.

**SECTION 5.3 Job Sharing.** Employees may submit proposals for job sharing agreements. Such agreements are subject to approval by the Town and the Union.

**SECTION 5.4 Compensatory Time and Recognition of Extraordinary Circumstances** –Exempt employees shall not accrue compensatory time off. Employees covered by this agreement shall be considered exempt employees under applicable state and federal law consistent with Section 5.2, Hours of Work, Sub-Section A, and are not required to track or report their hours of work. The Town and the Union recognize that there are extraordinary circumstances, including but not limited to circumstances declared as Emergencies by the Town, where certain exempt employees perform well above and beyond their regular position requirements. When the Director determines that an employee has performed above and beyond position requirements, the Director and the affected employee shall meet to discuss the employee's option of either accruing compensatory paid time off above and beyond any other time off provided for in this agreement, or being paid an additional amount. Such compensatory time shall not be accrued in excess of forty (40) hours per contract year. Alternatively, the employee may elect to be paid a bonus not to exceed one percent (1%) of his/her annual salary

for any given contract year. An employee who is not satisfied with the outcome of this process may appeal to the Director of Administrative Services whose decision shall be final, binding and not subject to the grievance procedure.

**SECTION 5.5 Outside Employment.** Outside employment is not encouraged for full-time employees, however, any employee of the Town who engages in additional employment outside his or her official working shall give, within thirty (30) days of commencing such outside employment, written, acknowledged notice of such outside employment to the First Selectman. Any employee who engages in employment outside of his regular working hours is subject to call to perform his regular Town duties first. Any employee whose work performance is adversely impacted by outside employment shall be subject to discipline.

## **ARTICLE 6 Leaves of Absence**

**SECTION 6.1 Sick Leave** - When it is necessary for any employee to take sick leave due to a non-occupational illness or disability, the salary of bargaining unit employees shall be continued for a period not to exceed six (6) months upon the approval of the First Selectman and based on the nature of the disability or illness and the service record of the employee, and the recommendation of an attending physician. A paid sick leave up to one month's pay may be granted to probationary employees. Notwithstanding the foregoing, employees hired after July 1, 2001, shall be eligible to accrue sick leave at the 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 twenty five (125) days. In order to accrue sick leave during any month, the employee must be on the active payroll for at least half of the month or to be on an authorized paid leave of absence. No compensation shall be paid for unused sick leave upon retirement or otherwise leaving Town employment. The Town may require a second opinion from a Town chosen physician. Sick leave shall be subject to the following conditions:

A. Notification of illness: In order to be paid for sick leave, an employee must notify his department head within two (2) hours of the time the employee is due to report for duty, unless otherwise specified by the department head.

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

1. Personal illness or physical incapacity, resulting from causes beyond the employee's control, for which compensation is not payable by any employer under the terms of the Workers' Compensation Act of the State of Connecticut. An employer who is injured while engaged in outside employment, or who suffers any occupational illness attributed thereto is not eligible for sick leave.
2. Enforced quarantine of the employee in accordance with community health regulations.

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

C. Abuse of Sick Leave Privilege: Abuse of sick leave privilege is considered sufficient cause for denial of additional paid leave per the provisions of subsection D below and for discipline up to and including dismissal.

D. Medical Reporting Requirements:

1. The Town may require a doctor's certificate or other proof of illness after three (3) consecutive days of sick leave or in the case of suspected abuse where the employee has been warned in accordance with the Disciplinary Action article. The doctor's certificate will include anticipated length of an employee's absence, date employee can safely return to work, and any physical limitations imposed by the illness.
2. Non-consecutive Sick Leave Absences – After five (5) nonconsecutive occurrences of sick leave in any twelve (12) month period, the department head may require a doctor's certificate for future sickness if it appears that there has been an abuse of sick leave. Additional paid sick days must be request from and approved by the department head and the First Selectman.
3. When the Town believes it is necessary in order to assess the merits of a request for extended sick leave, the Town may require an employee requesting such leave to submit medical certification in the form that is provided for under the Family and Medical Leave Act of 1993.
4. Medical certificates shall be kept as part of an employee's medical record file. The parties consider medical records to be confidential and not subject to public disclosure unless so ordered by a non-appealable order of a court of competent jurisdiction.

E. On any occasion when the Town requires medical examination by a physician of its choice, it shall pay for such examination.

**SECTION 6.2 Family and Medical Leave Act** - Employees may be eligible for unpaid FMLA leave in accordance with federal law. As part of the leave allowed under the law, employees must exhaust applicable paid time off which time off shall be credited toward the

FMLA leave allowance, except at the employee's option, he/she may save up to two (2) weeks of vacation. Entitlement to such leave shall be computed utilizing a rolling twelve-month period measured backward from the date leave is used.

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

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

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

**SECTION 6.5 Bereavement Leave** - The Town allows up to five (5) days off, with pay, for the death of a spouse, parent, child, step-child or grandchild; up to three (3) days off, with pay, for death of a parent-in-law, sibling or grandparent and one (1) day off with pay for the death of the employee's niece, nephew, aunt or uncle. Employees may request additional time off for attendance at a funeral not provided for herein. Such time off may be without pay or charged to accrued leave. Such request shall not be unreasonably denied.

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

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

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

## **ARTICLE 7 Holidays**

### **SECTION 7.1 Paid Holidays**

A. The following holidays shall be granted with pay:

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

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

C. 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 are at the discretion of the First Selectman. When Christmas Eve and/or Christmas Day falls on a weekend, days off shall be scheduled to ensure that employees receive a day off for each holiday.

D. Attendance on Days Prior to and Immediately after a Holiday - Employees are not paid for holidays unless they work the last scheduled day prior to the holiday and the first scheduled day after the holiday unless such employees are on vacation, or have documented illness or on leave authorized by the First Selectman or Department Manager.

## **ARTICLE 8**

### **Vacations**

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

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

For purposes of vacation, the Town reserves the right to exercise discretion in crediting

employees in Salary Grade A-4 or above (including the First Selectman), with “service” time to include time accumulated in the same or similar positions with other employers, when previous experience is a prerequisite for employment. The First Selectman may recommend exceptions to this policy to the Board of Selectmen. The amount of such additional “service” time shall be negotiated with the employee by the Personnel Committee at the time of hiring and noted in personnel records.

**SECTION 8.2** - Employees shall accrue vacation from date of employment, but are not eligible to take vacation time during the first six months.

**SECTION 8.3** - Employees shall be paid for all accrued vacation at time of termination at the employee’s rate of pay at termination.

**SECTION 8.4** - Under normal circumstances, vacation earned in one fiscal year shall be used by the end of the next fiscal year. However, under extenuating circumstances, the First Selectman may permit the carry-over of up to a maximum of ten (10) days for a period not to exceed six months.

Upon the implementation of the new accrual system, employees will be credited with all accrued vacation time. Notwithstanding the above section, employees may carry over this time for a period not to exceed twelve months.

**SECTION 8.5 – Break in Service** - Vacation time is determined by the length of continuous service with the Town. For purposes of computing vacation time, employees who leave the Town service and who are re-employed within one year shall have their service bridged for purposes of vacation accrual.

**SECTION 8.6 – Advance Vacation** - No employee may take vacation time beyond the amount earned except in the most unusual of circumstances. Written requests for advance vacation will be approved at the discretion of the First Selectman.

**SECTION 8.7 - Use of Individual Vacation Days** - Employees are encouraged to take vacation in five day blocks. Vacation may be taken in single or half-day increments if the employee wishes and it is approved by the department manager, but no employee shall be forced to take vacation time in one day increments.

**SECTION 8.8 - Crediting Vacation Time to Sick Leave** - In the event an employee’s sick leave is exhausted, earned vacation time may be credited to sick leave.

**SECTION 8.9 - Payment of Salary in Lieu of Vacation** - No salary shall be paid to an employee in lieu of vacation, since the purpose of a vacation is rest and relaxation.

**SECTION 8.10 - Holiday Celebrated During Vacation** - Observed holidays established herein shall not be considered in the computation of vacation credit as a part of the vacation time.

**SECTION 8.11 - Sickness While on Vacation** - An employee who becomes ill while on vacation may not charge such illness to sick leave, unless a medical certificate confirms said illness.

**SECTION 8.12 - Advanced Vacation Pay** - In order for employees to receive vacation pay in advance, the Personnel Action Form reporting vacations to be taken must be received in the Finance Department at least one week before the day of last payroll distribution before the start of vacation to allow for the drawing of the check.

## **ARTICLE 9 Insurance and Other Benefits**

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

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

**SECTION 9.2 Health Insurance Plan Employee Contributions:** Employees shall share the cost of the total health insurance cost allocation (the “premium”) by contributing the following percentages of the premium:

- (a) **High Deductible Health Plan (HDHP):** 15% for all employees effective July 1, 2015.
  
- (b) **Health Maintenance Organization (HMO):**
  - 1. Employees currently contributing 15% move to 16% upon implementation of this Agreement; and to 17% effective July 1, 2016.
  - 2. Employees currently contributing 17% move to 17.5% upon implementation of this Agreement; and to 18% effective July 1, 2016.
  - 3. Employees currently contributing 20% will remain at 20%; and all new employees shall contribute 20%.New Employees: Employees hired after

the effective date of this Agreement shall pay an insurance premium cost share of twenty percent (20%) for the duration of this Agreement.

(c) **Preferred Provider Organization:**

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

(d) **Credit for Declination of Health Care Coverage:**

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

**SECTION 9.3 Dental Coverage:** CIGNA Dental Coverage (Group Plan 0320442-03) shall be provided to employees and eligible family members at the premium rates set forth in Section 9.2 above.

**SECTION 9.4 Life Insurance:** Term life insurance (employee only) in the amount of \$10,000 shall be paid by the Town, and up to twice the annual salary of the employee, provided the employee contributes \$.20 per \$1,000 of coverage.

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

**SECTION 9.6 Retiree Health Insurance:** Employees who are eligible and who retire before age 62 have the option of remaining on the Town's group health coverage at their own expense. At age 62, the Town begins providing payment for a retired employee's health coverage provided coverage has not been discontinued. Those who elect to leave the plans may not reenter. If the insurance carrier rejects the continuance of any Simsbury retiree as a member reaching age 65, the Town will not be held liable for continuing in any other manner. Upon reaching age 65, the Town provides supplemental insurance coverage. Those retiring after

1/1/92 will pay 25% of the premium charged to the town. Retirees pay 100 percent for spouse and dependents' coverage.

A Retiree, at his/her own expense, may choose to elect coverage for spouse and dependents in accordance with the plan's rules and regulations. Spouses of deceased retirees may continue to participate in the Retiree Health Insurance Plan as long as they pay 100% of the premium.

**SECTION 9.7 Retired Employees – Dental:** 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 9.8 Fringe Benefits While on Workers' Compensation or Long Term Disability:** During an employee's absence under the Town's disability plan or Workers' Compensation, the Town continues to pay the employee's fringe benefits. It is the employee's responsibility to continue payment for any contributory portion of benefits.

**SECTION 9.9 COBRA:** Federal law requires that employers sponsoring group health insurance plans offer employees and their families the opportunity for continuation coverage at group rates in certain instances where coverage would otherwise end. An employee who loses medical or dental coverage as a result of reduction in hours or termination of employment (other than gross misconduct) may receive continued coverage at their own expense for 18 months; the maximum coverage period is 36 months for any other qualifying event.

**SECTION 9.10 Other Post Employment Benefits ("OPEB") Trust:**

A. Employees hired on or after 7/1/2013 shall contribute two percent (2.00%) a year for a period of 10 years, commencing on their date of hire, to the Town's OPEB Trust. It is the intent of the parties that all successor agreements shall include this contribution provision in order to reflect the 10 year contribution requirement for new hires after 7/1/2013.

B. Commencing on July 1, 2013, employees hired on or before June 30, 2013 shall contribute the following percentages of annual base salary to the OPEB Trust according to the following schedule:

1. Effective July 1, 2013, one half percent (0.50%);
2. Effective July 1, 2014, one percent (1%);
3. Effective July 1, 2015, one and a half percent (1.5%);
4. Effective July 1, 2016 and thereafter, two percent (2%)
5. Employee contributions shall cease effective July 1, 2023.

C. An employee with less than five (5) years of service is not entitled to any retiree health benefit, and is entitled to a one hundred percent (100%) refund of the employee's OPEB contributions upon separation from employment with the Town. An employee with five (5) years or more of service with the Town is entitled to a one hundred percent (100%) refund of the employee's actual contribution only if the employee (1) does not

elect retiree health coverage; or (2) is not entitled to retiree health coverage for any other reason.

D. Once the OPEB Trust is fully funded (as defined by the Town's actuaries), the parties agree to negotiate a potential modification of the OPEB contributions.

## **SECTION 9.11 Pension Plan**

A. All employees in the bargaining unit who are hired by the Town of Simsbury on or before June 30, 2013 and who meet the eligibility requirements of the plan are covered by the Town's Pension Plan: Town of Simsbury - General Government Employees Retirement Income Plan which was in effect on July 3, 1992, as amended and restated effective January 25, 2005 (as amended).

B. Effective July 1, 2013 employee contributions to the Town's Pension Plan shall be increased from two percent (2.00%) to five percent (5.00%) according to the following schedule:

1. Effective July 1, 2013 employees shall contribute two and one-half percent (2.50%) of their compensation into the pension plan.
2. Effective July 1, 2014 employees shall contribute three percent (3.00%).
3. Effective and retroactive each July 1 thereafter, employees shall contribute an additional one-half percent (0.50%) of their compensation to the pension plan until the Employee contribution reaches five percent (5.00%) of their compensation.

C. Employees hired after June 30, 2013 and before January 1, 2016 shall have the following retirement benefit options:

1. Participation in General Government Defined Benefit Plan: the employee may participate in the plan provided the employee contributes seven percent (7%) of compensation as defined by the plan. All other provisions of the plan as stated in the plan documents apply.
2. Participation in Defined Contribution Plan: Alternatively, the employee may elect to participate in the defined contribution plan. The Employer shall contribute six percent (6.00%) of the employee's salary to the plan at no cost to the employee. Employees have the option of contributing up to the maximum amount allowable by law. There shall be a rolling 5 year vesting period for employer contributions, provided that all employer contributions shall vest upon the completion of the fifth year and thereafter. Employees electing the defined contribution plan may not elect to participate in the defined benefit plan at a later date.
3. Employees covered by this provision 9.12(C) shall have the option to convert their plans to the plan options available to employees hired on or after January 1, 2016 as described below.

D. Employees hired on or after January 1, 2016 shall have the following retirement benefit options:

1. Participation in General Government Defined Benefit Plan: the employee may participate in the plan provided the employee contributes ten percent (10%) of compensation as defined by the plan. All other provisions of the plan as stated in the plan documents apply.
2. Participation in Defined Contribution Plan: Alternatively, the employee may elect to participate in the defined contribution plan subject to the following terms:

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

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

E. Any employee who retires from Town service, and who utilizes any or all of the 2009-2010 contract year for the purpose of calculating his or her final average earnings, shall be entitled to include an imputed wage increase of three percent (3%) in calculating his or her final average earnings notwithstanding the provision of Article 4 section 1.C.6 subject to applicable limitations imposed by the Internal Revenue Code.

F. Employees and the Union shall have the right to inspect and obtain copies of Plan documents.

G. Employees will receive a summary plan description 90 days after they begin work, and at least once every four years. Employees will be notified of any substantial Plan changes within 30 days after the effective date of such change.

H. Each year employees will receive a current annual retirement statement with personalized information.

**SECTION 9.12 Deferred Compensation** - All employees are eligible to participate in the Deferred Compensation Plan in accordance with applicable federal and state laws.

**SECTION 9.13 Employee Assistance Program** - Employees may participate in the Employee Assistance Program. Participation is voluntary and confidential. The Town will fund the cost of the program. Nothing contained herein shall prohibit the Town from changing EAP providers.

**SECTION 9.14 Health Incentive Program**

A. The Town will introduce an optional wellness program designed to help employees better manage their own health. Employees who choose to participate in the program will receive:

1. A one-time financial incentive payment of \$100 for participating in the wellness program. Participation in the program shall include participation

in an onsite confidential health evaluation conducted by the wellness provider (to include provision, by the employee, of a medical history and participation in a blood pressure reading and a blood draw as determined by the wellness provider); and

2. In the second year of the program and all subsequent years covered by this agreement, for those employees who maintain participation in the wellness program and meet the employee-specific health goals established by the wellness program provider, a health care premium rate 2% lower than the applicable premium rate set forth in Section 9.2 of this agreement.

B. The Town shall not be provided with any employee-specific health, medical or genetic information by the wellness provider. Both the Town and the wellness provider shall comply with all federal and state laws, including but not limited to ADA, GINA, and HIPAA, prohibiting the unauthorized disclosure of employee medical and genetic information. The wellness provider shall be permitted to provide the Town with aggregate data designed to help the Town identify the health needs of the workforce, the need for specific health improvement programs and the measurable return the program offers to the Town and its employees.

C. Implementation of the proposal is contingent upon participation by a sufficiently large number of Town Employees.

#### **SECTION 9.15 Health Insurance Issues Study Committee**

The parties shall establish a Health Insurance Issues Study Committee, composed of two (2) members from each bargaining unit and three (3) members of Town management. The charge of the Committee shall be to study current developments in the laws and regulations governing employer-provided health insurance plans, alternative delivery models (e.g., private exchanges, public exchanges) and plan options as may be permitted by law, and the implications of the Affordable Care Act, including the "Cadillac" tax for the Town and the membership of the bargaining units. The goal of the Committee includes identification of a mutually acceptable strategy to mitigate the financial impact of the "Cadillac" tax on the Town and its employees. The provisions of this agreement related to medical insurance shall be subject to renegotiation with an effective date for any changes of July 1, 2017. The Committee shall commence its work upon the ratification of this agreement and shall conclude its work in time for the re-opener.

### **ARTICLE 10 Separations**

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

continuance of health insurance benefits, reasons for leaving, etc. within two (2) weeks of the submission of the resignation notice.

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

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

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

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

## **SECTION 10.2 Layoff**

- A. **Definition** - A layoff is defined as the involuntary, non-disciplinary separation of an employee from Town service.
- B. **Order of Layoff** - No full-time employee in a position selected for layoff shall be laid off if the Town retains a part-time, seasonal, temporary, contractual, or probationary employee in the position. If there is more than one employee in the position selected for layoff, layoff shall take place in inverse order of seniority.
- C. **Job Security** - No bargaining unit employee shall be laid off or have his or her hours reduced through June 30, 2010
- D. **Bumping** - A full-time employee subject to layoff may displace a less senior employee in a lower classified bargaining unit position provided he/she is qualified to perform the work. A full-time employee subject to lay-off may displace a part-time, seasonal, temporary, contractual, or probationary employee in a lower classified bargaining unit position provided he/she is qualified to perform the work.

E. **Seniority** - Layoff for two years or less shall not constitute a break in service nor shall it result in a loss of seniority, provided however that no additional seniority shall be accrued during layoff.

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

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

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

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

**SECTION 10.3 - Death** - All compensation due in accordance with Section 8.3 is paid to the estate of the employee, except for such sums as by law may be paid to the surviving spouse.

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

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

## **ARTICLE 11 Disciplinary Action**

**SECTION 11.1 Disciplinary Action** - No employee shall be disciplined except for just cause. Ordinarily, disciplinary action for employees is a four-stage process, except in the case of

a serious offense. The First Selectman may depart from the following order or omit steps where warranted by the nature of the offense. The four stages are as follows:

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

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

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

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

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

## **ARTICLE 12**

### **Grievance and Arbitration Procedures**

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

- A. Discharge, involuntary demotion, suspension or other forms of disciplinary action.
- B. Prohibited discrimination.
- C. Interpretation or application of specific rules, regulations, or policies of the Town.
- D. Interpretation or application of a specific provision of this Agreement.
- E. Job Specification. An employee may grieve that the duties assigned are not normally or reasonably expected to be performed in accordance with the overall job specifications.

## **SECTION 12.2 Time Limits**

- A. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each step is considered as a maximum. The time limit specified may, however, be waived by mutual agreement. This agreement shall be confirmed in writing.
- B. If an employee does not file a written grievance at step one of the formal procedure within fifteen (15) working days after the employee knew or can reasonably be expected to have known of the act or condition on which the grievance is based, then the grievance is considered waived.
- C. Failure of the aggrieved at any step to appeal a grievance to the next step within the specified time limits is deemed to be acceptance of the last decision rendered.
- D. Failure of the Town to render a decision within a specified time limit is deemed to be denial of the grievance submitted, and the aggrieved may proceed to the next step within the time limit which would apply if a written denial had been rendered on the day on which the time period for response expired.

## **SECTION 12.3 Procedure**

A. Any employee may use this grievance procedure with or without Union assistance. Should an employee process a grievance through one or more steps provided herein prior to seeking Union assistance, the Union may process the grievance to the next succeeding step following that which the employee has utilized.

### **B. Steps**

1. The aggrieved employee shall first notify his/her immediate supervisor and his/her Union representative in writing of the nature and facts of the grievance within fifteen (15) working days after its occurrence. The immediate supervisor shall meet and discuss the grievance with the employee and the Union representative and notify the employee and the Union of his/her decision in writing within six (6) working days after the employee notification.
2. If a satisfactory solution is not reached under Step 1 above, the employee or the Union shall submit the nature and facts of his/her grievance in writing to the Department Head within five (5) working days of receipt or due date of the decision rendered at Step 1 above. After the Department Head receives such grievance, he/she shall meet as soon as practical and discuss the matter with the concerned parties and shall notify the employee and the Union of the decision in writing within six (6) working days of the receipt of the grievance. If the employee's immediate supervisor is the Department Head, he or she proceeds to Step 3.
3. Grievances not settled at the Department Head level, or for which a reply is not given in the specified time, shall be submitted in writing to the First Selectman within five (5) working days of receipt or due date of the decision

rendered at Step 2 above. The First Selectman shall meet with the employee and/or the Union, and such other persons as the First Selectman deems necessary for the discussion and settlement of the grievance. The First Selectman shall render a written resolution of the grievance within ten (10) working days of its receipt.

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

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

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

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

**SECTION 12.6** Grievances regarding the dismissal of employees whose appointment and removal is subject to the recommendation of the First Selectman and approval of the Board of Selectman shall be filed at Step 4 of the grievance procedure. Said grievance shall be filed within fifteen (15) working days after the employee knew or can reasonably be expected to have known of the act or condition on which the grievance is based, if not, the grievance is considered waived.

**SECTION 12.7** The grievance procedure shall occur during working hours, except for the Personnel Subcommittee, and Union representatives representing employees and/or the Union shall be compensated at their regular salary rate for their attendance during working hours.

**ARTICLE 13**  
**Status Changes**

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

- A. On a voluntary basis to fill a vacant position under Section 2.7 and 2.8.
- B. If there are no volunteers in A above, the Town may transfer the least senior qualified employee.
- C. In lieu of layoff, an employee may transfer to a vacant position which he or she is qualified to fill if the town is accepting applications for the position.

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

**ARTICLE 14**  
**Management Rights**

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

- A. To determine the organization and standards of each department or division and to manage such operations;
- B. To determine the methods and levels of care, maintenance and operation of equipment used for and on behalf of the purposes of the Town;
- C. To establish or continue policies, practices and procedures for the conduct of Town business, including personnel policies, and from time to time, to change or abolish such policies, practices and procedures;
- D. To establish, modify, or discontinue processes or operations or to establish or discontinue their performance by Town employees;
- 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.

K. To establish contracts or subcontracts for municipal operations and services, upcoming including work currently or customarily performed by members of any bargaining unit if comparable work can otherwise be done more economically, efficaciously, efficiently, or expeditiously.

The Town shall not exercise its rights in an arbitrary, discriminatory or capricious manner. When practicable, the Town shall give the Association prior notice of change to policies, practices, procedures and changes to job descriptions. When required by law, the Town shall negotiation with the Association regarding the impact of changes in policies, practices, procedures, and job descriptions that have substantial effect upon the terms and conditions of employment of bargaining unit members.

## **ARTICLE 15**

### **Union Security**

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

**SECTION 15.2** Union dues shall be deducted by the Employer from the paycheck of each employee who signs and remits to the Employer an authorization form. Such deduction shall be discontinued upon written request of an employee thirty (30) days in advance. The Employer shall deduct the agency service fee from the paycheck of each employee who is required to pay such fee as a condition of employment, provided, however, no such payment

shall be required of an employee who objects to payments of such fee based on the tenet of a bona fide religious sect. Employees objecting on religious grounds shall make a monthly contribution to an I.R.S. recognized charity, designated by mutual agreement of the Employer and Union, equivalent to union dues.

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

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

## **ARTICLE 16 Nondiscrimination**

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

## **ARTICLE 17 Reimbursement for Courses**

**SECTION 17.1 Tuition Reimbursement** - The following are conditions of 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, including the cost of required study materials.
- B. Prior approval by the Department Head, if applicable, and First Selectman.
- C. No more than two courses per year unless the course or training is required by the Town.
- D. Course must be work-related or considered an asset to the job function.
- E. Course must be successfully completed for reimbursement, a 'C' level grade or above or certificate to prove completion.
- F. Reimbursement will be at the rate of 100%.

**SECTION 17.2 Individualized Professional Development Plans** - In conjunction with the annual Performance Review process, each employee will be encouraged to develop an individualized Professional Development Plan.

**ARTICLE 18**  
**Mileage Reimbursement**

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

**ARTICLE 19**  
**Applicability**

**SECTION 19.1 Personnel Rules and Regulations** - The Personnel Rules and Regulations, including Exhibits A-F, adopted by the Board of Selectmen September 14, 2009, shall remain in full force and effect unless superseded by a specific provision of this Agreement.

**SECTION 19.2 Contract Negotiations** - Two members of the Union's negotiating committee shall be released with full pay to attend negotiating sessions held during working hours provided that nothing contained herein shall be construed to require negotiations to take place during regular work hours.

**ARTICLE 20**  
**Miscellaneous**

**SECTION 20.1 Orientation and Training** - The Union will provide each new employee with a copy of the collective bargaining agreement then in force.

**SECTION 20.2 Bulletin Boards** - The Town will provide bulletin board space for union notice in each work location.

**SECTION 20.3 Uniforms** – The Town shall continue to furnish or provide, at no cost to the employee, all uniforms and safety shoes at the current level. Effective July 1, 1997, all eligible employees will receive one (1) pair of steel-toed shoes up to \$130 per year furnished by the Town.

**ARTICLE 21**  
**Health and Safety**

**SECTION 21.1 Health and Safety** - The Town shall endeavor to provide a safe and healthy work environment. The Union agrees to bring to the attention of the Town any conditions within the working environment which it perceives to be unsuitable and any recommendations regarding specific safety and health matters by submitting those issues to the joint Union/Management safety committee which shall be established and operate pursuant to Conn. Gen. Stat. §31-40v, as amended from time to time. The Union may also process health and safety issues through the contractual grievance procedure but may not submit such issues to arbitration.

In the event a Joint Union/Management Safety Committee is established on a Town wide basis, then this bargaining unit shall be entitled to send representatives, appointed by the Union, to said Committee on a proportional basis, but in no event less than one such representative.

**ARTICLE 22**  
**Duration**

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

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

A. Article 9, Section 9.10, Other Post Employment Benefits (“OPEB”) Trust, will remain in full force and effect until June 30, 2023; and it is the parties’ intent in accordance with Section 9.10(a) to extend beyond this date for all employees hired after July 1, 2013.

B. Article 9, Section 9.11.B., Pension Plans, will remain in full force and effect until June 30, 2019.

Town of Simsbury

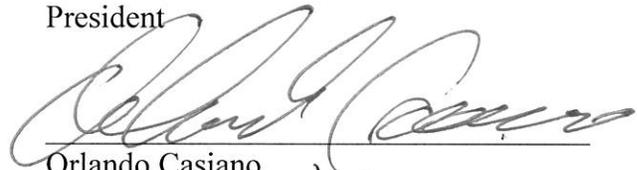
Simsbury Administrative & Professional  
Supervisors Town Employee’s Association,  
CSEA/SEIU AFL-CIO, LOCAL 2001



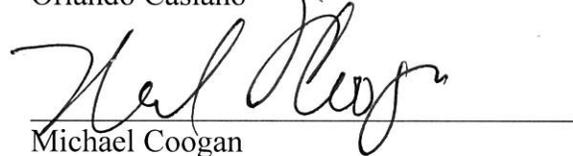
Lisa L. Heavner  
First Selectman



Micheline Lecours-Beck  
President



Orlando Casiano



Michael Coogan  
Union Representative

Date: 9/17/15

Date: 9/17/15

**APPENDIX A**  
**Position Schedule**

<b>ADMINISTRATIVE, PROFESSIONAL &amp; SUPERVISORS</b>	
<b>POSITION SCHEDULE</b>	
<b>Grade</b>	<b>Job Title</b>
A5	Head of Children's Services Head of Adult Services
A6	Superintendent of Parks Accounting Manager
A7	Assistant Finance Director
A8	Director of Social Services
A10	Data Processing Manager WPCA Superintendent

## APPENDIX B Pay Plans

### EFFECTIVE JULY 1, 2015 (2.25% GWD)

Grade	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22
5	69,708	70,405	71,109	71,821	72,538	73,264	73,996	74,736	75,484	76,239	77,000	77,771	78,549	79,334	80,127	80,928	81,738	82,555	83,381	84,214	85,057	85,908
6	74,416	75,160	75,911	76,670	77,437	78,211	78,994	79,784	80,582	81,388	82,201	83,023	83,853	84,691	85,539	86,394	87,258	88,130	89,012	89,902	90,801	91,709
7	78,717	79,504	80,300	81,102	81,913	82,732	83,560	84,396	85,239	86,091	86,952	87,822	88,700	89,588	90,483	91,388	92,302	93,225	94,158	95,098	96,050	97,010
8	83,271	84,105	84,945	85,795	86,653	87,519	88,395	89,278	90,171	91,073	91,984	92,904	93,832	94,771	95,718	96,676	97,643	98,619	99,605	100,601	101,607	102,623
10	92,991	93,921	94,860	95,809	96,767	97,735	98,712	99,699	100,697	101,703	102,720	103,747	104,785	105,833	106,891	107,960	109,040	110,130	111,231	112,343	113,467	114,601

### EFFECTIVE JULY 1, 2016 (2.25% GWD)

Grade	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22
5	71,276	71,989	72,709	73,436	74,170	74,912	75,661	76,417	77,182	77,954	78,733	79,520	80,316	81,120	81,930	82,749	83,578	84,413	85,257	86,109	86,970	87,841
6	76,090	76,851	77,619	78,396	79,180	79,971	80,771	81,579	82,395	83,219	84,051	84,891	85,740	86,597	87,464	88,337	89,221	90,113	91,015	91,925	92,844	93,773
7	80,488	81,293	82,106	82,927	83,756	84,594	85,440	86,295	87,157	88,028	88,909	89,798	90,696	91,603	92,519	93,445	94,378	95,322	96,276	97,238	98,211	99,193
8	85,145	85,997	86,856	87,725	88,602	89,488	90,384	91,287	92,200	93,122	94,054	94,994	95,944	96,903	97,872	98,851	99,840	100,838	101,846	102,865	103,894	104,933
10	95,083	96,034	96,995	97,965	98,945	99,934	100,933	101,943	102,962	103,991	105,031	106,081	107,143	108,214	109,296	110,390	111,493	112,608	113,734	114,871	116,020	117,180

# Appendix C

## SUMMARY OF BENEFITS

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

## PPO Plan Design

**Selection of a Primary Care Provider** - your plan may require or allow the designation of a primary care provider. You have the right to designate any primary care provider who participates in the network and who is available to accept you or your family members. If your plan requires designation of a primary care provider, Cigna may designate one for you until you make this designation. For information on how to select a primary care provider, and for a list of the participating primary care providers, visit [www.mycigna.com](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 counts toward both your in-network and out-of-network deductibles.</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>		
Note: Services where plan deductible applies are noted with a caret (^)		

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. The amount you pay for out-of-network covered expenses counts toward both your in-network and out-of-network out-of-pocket maximums.</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>	\$30 Primary Care Physician (PCP) copay, then plan pays 100% or \$30 Specialist copay, then plan pays 100%	Plan pays 80% ^	
<b>Second Surgical Opinion</b>	Plan pays 100%	Plan pays 80% ^	
<b>Surgery Performed in Physician's Office</b>	\$30 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>			

Benefit	In-Network	Out-of-Network
<b>Note: Services where plan deductible applies are noted with a caret (^)</b>		
<b>Inpatient Hospital Facility</b>	\$500 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>	\$200 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> 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>	\$30 copay, then plan pays 100%	Plan pays 80% ^
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% ^

Benefit	In-Network	Out-of-Network
<b>Note: Services where plan deductible applies are noted with a caret (^)</b>		
<b>External Prosthetic Appliances (EPA)</b> • Unlimited maximum per Calendar Year	Plan pays 100%	Plan pays 80% ^
<b>Hearing Aids</b> • Unlimited maximum per Calendar Year for children under age 13	Plan pays 100%	Plan pays 80% ^
<b>Vision Care</b> • Eye exam every 12 months • Eye glasses and Contacts are not covered	Plan pays 100%	Plan pays 80% ^
<b>Wigs</b> • Unlimited maximum per Calendar Year	Plan pays 100%	Plan pays 80% ^
<b>Routine Foot Disorders</b>	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

<b>Note: Services where plan deductible applies are noted with a caret (^)</b>								
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
<b>Lab and X-ray</b>	Plan pays 100%	Plan pays 80% ^	Plan pays 100%	Plan pays 80% ^	Plan pays 100%		Plan pays 100%	Plan pays 80% ^
<b>Advanced Radiology Imaging</b>	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
<b>Emergency Care</b>	\$100 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	Out-of-Network	In-Network	Out-of-Network
<b>Hospice</b>	Plan pays 100%	Plan pays 80% ^	Plan pays 100%	Plan pays 80% ^
<b>Bereavement Counseling</b>	Plan pays 100%	Plan pays 80% ^	Plan pays 100%	Plan pays 80% ^

Note: Services provided as part of Hospice Care Program

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	In-Network	Out-of-Network
<b>Maternity</b>	\$30 copay, then plan pays 100%	Plan pays 80% ^	Plan pays 100%	Plan pays 80% ^	\$30 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
<b>Abortion</b> (Elective and non-elective procedures)	\$30 copay, then plan pays 100%	Plan pays 80% ^	\$500 per admission copay, then plan pays 100%	Plan pays 80% ^	\$200 per facility visit copay, then 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>	\$30 copay, then plan pays 100%	Plan pays 80% ^	\$500 per admission copay, then plan pays 100%	Plan pays 80% ^	\$200 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)										
<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>	\$30 copay, then plan pays 100%	Plan pays 80% ^	\$500 per admission copay, then plan pays 100%	Plan pays 80% ^	\$200 per facility visit copay, then 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.										

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
Unlimited lifetime maximum										
<b>TMJ, Surgical and Non-Surgical</b>	\$30 copay, then plan pays 100%	Plan pays 80% ^	\$500 per admission copay, then plan pays 100%	Plan pays 80% ^	\$200 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.										
Non-Surgical: Unlimited maximum per lifetime										
<b>Bariatric Surgery</b>	\$30 copay, then plan pays 100%	Plan pays 80% ^	\$500 per admission copay, then plan pays 100%	Plan pays 80% ^	\$200 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>										
Note: Services where plan deductible applies are noted with a caret (^)										
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>	\$500 per admission copay, then plan pays 100%	\$500 per admission copay, then plan pays 100%	Plan pays 80% ^	Plan pays 100%	Plan pays 100%	Plan pays 80% ^				
Travel Lifetime Maximum - Lifesource Facility: In-Network: \$10,000 maximum per Transplant per Lifetime										
Note: Services where plan deductible applies are noted with a caret (^)										
Benefit	Inpatient		Outpatient - Physician's Office		Outpatient Facility					
	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network				
<b>Mental Health</b>	\$250 per admission copay, then plan pays 100% ^	Plan pays 80% ^	\$30 copay, then plan pays 100%	Plan pays 80% ^	Plan pays 100%	Plan pays 80% ^				
<b>Substance Abuse</b>	\$250 per admission copay, then plan pays 100%	Plan pays 80% ^	\$30 copay, then plan pays 100%	Plan pays 80% ^	Plan pays 100%	Plan pays 80% ^				

Benefit	Inpatient		Outpatient - Physician's Office		Outpatient Facility	
	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 (^)

**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 Abuse Services

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

Cigna Behavioral Advantage - Inpatient and Outpatient Management

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

## Pharmacy

## In-Network

## Out-of-Network

### Cigna Pharmacy three-tier copay plan

- Patient is responsible for the applicable copay based upon the tier of the dispensed medication.
- Self Administered injectable and optional injectable drugs - includes infertility drugs
- 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
- Growth Hormones
- 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

**Retail** - 30 day supply  
 Generic: You pay \$5  
 Preferred Brand: You pay \$10  
 Non-Preferred Brand: You pay \$20

**Home delivery** - 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.

## Pharmacy Program Information

### Prescription Drug List:

- Cigna Standard Prescription Drug List

### 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

### Healthy Pregnancies/Healthy Babies

- Care Management outreach
- Maternity Case Management
- Neo-natal Case Management

Included

### Maximum Reimbursable Charge

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

## Additional Information

### Multiple Surgical Reduction

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

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

In Network: Coordinated by your physician

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

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

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

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

## Exclusions

retardation.

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

**These are only the highlights**

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

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## SUMMARY OF BENEFITS



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

# HMO Plan Design

**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
<b>Lifetime Maximum</b>	Unlimited
<b>Coinsurance</b>	Plan pays 100%
<b>Calendar Year Deductible</b>	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>	
<b>Calendar Year Out-of-Pocket Maximum</b>	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 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
<b>Physician Services</b>	
<b>Physician Office Visit</b>	\$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>	
<b>Second Surgical Opinion</b>	Plan pays 100%

Benefit	In-Network
<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>  <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	\$250 per admission copay, then plan pays 100%
<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%
<b>Short-Term Rehabilitation</b> 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>	\$15 copay, then plan pays 100%
Note: Therapy days, provided as part of an approved Home Health Care plan, accumulate to the applicable outpatient short term rehab therapy maximum.	

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Benefit	In-Network
<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%
<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%
<b>Durable Medical Equipment</b> <ul style="list-style-type: none"> <li>Unlimited maximum per Calendar Year</li> </ul>	Plan pays 100%
<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%
<b>External Prosthetic Appliances (EPA)</b> <ul style="list-style-type: none"> <li>Unlimited maximum per Calendar Year</li> </ul>	Plan pays 100%
<b>Hearing Aids</b> <ul style="list-style-type: none"> <li>Unlimited maximum per Calendar Year for children under age 13</li> </ul>	Plan pays 100%
<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%
<b>Wigs</b> <ul style="list-style-type: none"> <li>Unlimited maximum per Calendar Year</li> </ul>	Plan pays 100%
<b>Routine Foot Disorders</b>	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
<b>Lab and X-ray</b>	Plan pays 100%	Plan pays 100%	Plan pays 100%	Plan pays 100%
<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%

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Benefit	Emergency Room / Urgent Care Facility	Outpatient Professional Services		*Ambulance	
	In-Network	In-Network		In-Network	
<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)					
<b>Family Planning - Women's Services</b>	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.					
<b>Infertility</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%
Infertility covered services: lab and radiology test, counseling, surgical treatment, includes artificial insemination, in-vitro fertilization, GIFT, ZIFT, etc. Unlimited lifetime maximum					

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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
<b>TMJ, Surgical and Non-Surgical</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%
Services provided on a case-by-case basis. Always excludes appliances & orthodontic treatment. Subject to medical necessity.					
Non-Surgical: Unlimited maximum per lifetime					
<b>Bariatric Surgery</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%
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	
<b>Organ Transplants</b>	\$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: \$10,000 maximum per Transplant per Lifetime					
Benefit	Inpatient In-Network	Outpatient - Physician's Office In-Network	Outpatient Facility In-Network		
<b>Mental Health</b>	\$250 per admission copay, then plan pays 100%	\$15 copay, then plan pays 100%	Plan pays 100%		
<b>Substance Abuse</b>	\$250 per admission copay, then plan pays 100%	\$15 copay, then plan pays 100%	Plan pays 100%		
<b>Note:</b> Detox is covered under medical					
<ul style="list-style-type: none"> <li>• Unlimited maximum per Calendar 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>					

## Mental Health and Substance Abuse Services

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

Cigna Behavioral Advantage - Inpatient and Outpatient Management

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

### Pharmacy

### In-Network

### Out-of-Network

#### Cigna Pharmacy three-tier copay plan

- Patient is responsible for the applicable copay based upon the tier of the dispensed medication.
- Self Administered injectable and optional injectable drugs - includes infertility drugs
- 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.

### Prescription Drug List:

- Cigna Standard Prescription Drug List

### 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

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## Additional Information

**Case Management**

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

**Comprehensive Oncology Program**

- Care Management outreach
- 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

**Healthy Pregnancies/Healthy Babies**

- Care Management outreach
- Maternity Case Management
- Neo-natal Case Management

\$400 (1st trimester) / \$200 (2nd trimester) - Option 1

**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.

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

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## Exclusions

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

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

### **These are only the highlights**

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

*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.*

## SUMMARY OF BENEFITS

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

# HDHP w/ HSA Plan Design



**Selection of a Primary Care Provider** - your plan may require or allow the designation of a primary care provider. You have the right to designate any primary care provider who participates in the network and who is available to accept you or your family members. If your plan requires designation of a primary care provider, Cigna may designate one for you until you make this designation. For information on how to select a primary care provider, and for a list of the participating primary care providers, visit [www.mycigna.com](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.**

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>		

Plan Highlights	In-Network	Out-of-Network
<b>Contract Year Out-of-Pocket Maximum</b>	Individual: \$5,000 Family: \$10,000	Individual: \$5,000 Family: \$10,000
<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 Abuse covered expenses contribute towards your out-of-pocket maximum.</li> <li>All eligible family members contribute towards the family out-of-pocket maximum. Once the family out-of-pocket maximum has been met, the plan will pay each eligible family member's covered expenses at 100%</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>		

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% ^
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 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>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 Vision</b> <ul style="list-style-type: none"> <li>One exam every 12 months</li> <li>Eye glasses and Contacts are not covered</li> </ul>	Plan pays 100% ^	Plan pays 80% ^
<b>Routine Foot Disorders</b>	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
<b>Lab and X-ray</b>	Plan pays 100% ^	Plan pays 80% ^	Plan pays 100% ^	Plan pays 80% ^	Plan pays 100% ^		Plan pays 100% ^	Plan pays 80% ^
<b>Advanced Radiology Imaging</b>	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
<b>Emergency Care</b>	Plan pays 100% ^		Plan pays 100% ^		Plan pays 100% ^	
<b>Urgent Care</b>	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
<b>Hospice</b>	Plan pays 100% ^	Plan pays 80% ^	Plan pays 100% ^	Plan pays 80% ^
<b>Bereavement Counseling</b>	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
<b>Maternity</b>	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 (^)

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
<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. Non-Surgical: Unlimited maximum per lifetime										
<b>Bariatric Surgery</b>	Plan pays 100% ^	Not covered	Plan pays 100% ^	Not covered	Plan pays 100% ^	Not covered	Plan pays 100% ^	Not covered	Plan pays 100% ^	Not covered
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>										
Note: Services where plan deductible applies are noted with a caret (^)										

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% ^

Travel Lifetime Maximum - Lifesource Facility: In-Network: \$10,000 maximum per Transplant per Lifetime

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

Benefit	Inpatient		Outpatient - Physician's Office		Outpatient Facility	
	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 Abuse</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 (^)

**Note:** Detox is covered under medical

- Unlimited maximum per Contract 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 Abuse Services

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

Cigna Behavioral Advantage - Inpatient and Outpatient Management

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

Pharmacy	In-Network	Out-of-Network
<p><b>Cigna Pharmacy three-tier copay plan</b></p> <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>• Insulin, glucose test strips, lancets, insulin needles &amp; syringes, insulin pens and cartridges included</li> </ul>	<p><b>Retail</b> - 30 day supply  Generic: You pay \$5 ^  Preferred Brand: You pay \$10 ^  Non-Preferred Brand: You pay \$20 ^</p> <p><b>Home delivery</b> - 90 day supply  Generic: You pay \$10 ^  Preferred Brand: You pay \$20 ^  Non-Preferred Brand: You pay \$40 ^</p>	<p><b>Retail</b>  You pay 20% ^  Your plan pays 80% ^</p> <p><b>Home Delivery</b>  Not covered</p>

**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:**

- Cigna Standard Prescription Drug List

**Specialty Pharmacy Management:**

- Clinical Programs
  - o Prior authorization is not required on specialty medications but quantity limits may apply.
  - o Theracare® Program
- Medication Access Option
  - o 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.

<p><b>Comprehensive Oncology Program</b></p> <ul style="list-style-type: none"> <li>• Care Management outreach</li> <li>• Case Management</li> </ul>	<p>Included</p>
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## Additional Information

<p><b>Health Advisor - A</b> Support for healthy and at-risk individuals to help them stay healthy</p> <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>	<p>Included</p>
<p><b>Healthy Pregnancies/Healthy Babies</b></p> <ul style="list-style-type: none"> <li>• Care Management outreach</li> <li>• Maternity Case Management</li> <li>• Neo-natal Case Management</li> </ul>	<p>\$400 (1st trimester) / \$200 (2nd trimester) - Option 1</p>
<p><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.</p>	
<p><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.</p>	
<p><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.</p> <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>• Benefits are denied for any admission reviewed by Cigna Healthcare and not certified.</li> <li>• Benefits are denied for any additional days not certified by Cigna Healthcare.</li> </ul>	
<p><b>Pre-Existing Condition Limitation (PCL)</b> does not apply.</p>	

## 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.

7/1/2015

ASO / EHB State: CT

Choice Fund Health Savings Account (HSA) Open Access Plus (TCHFC; TCHIC; TCHSF; TCHSI) - - Town of Simsbury HSA Plan - 4591493. Version# 5

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

7/1/2015

ASO / EHB State: CT

Choice Fund Health Savings Account (HSA) Open Access Plus (TCHFC; TCHIC; TCHSF; TCHSI) - - Town of Simsbury HSA Plan - 4591493. Version# 5

## Exclusions

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

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

### **These are only the highlights**

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

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