



**THE TOWN OF ENFIELD**

**&**

**LOCAL 1029 - COUNCIL #4  
AMERICAN FEDERATION OF STATE,  
COUNTY & MUNICIPAL EMPLOYEES  
AFL-CIO**

**July 1, 2017 – June 30, 2021**

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**COLLECTIVE BARGAINING AGREEMENT**  
**between**

**THE TOWN OF ENFIELD**  
**and**  
**LOCAL 1029 - COUNCIL #4**  
**AMERICAN FEDERATION OF STATE,**  
**COUNTY & MUNICIPAL EMPLOYEES**  
**AFL-CIO**

This AGREEMENT is entered into by and between the TOWN OF ENFIELD, hereinafter referred to as the "TOWN" AND LOCAL 1029 of COUNCIL #4 of the AMERICAN FEDERATION OF STATE, COUNTY & MUNICIPAL EMPLOYEES, AFL-CIO, hereinafter referred to as the "UNION."

**ARTICLE 1**  
**RECOGNITION**

- 1.0 The Town of Enfield hereby recognizes the Union as the sole and exclusive bargaining agent for the employees in the Highway, Fleet Services, Solid Waste, Water Pollution Control, and Building and Grounds Maintenance divisions, Custodial Services Group, Library Department employees, and Civilian Dispatchers INCLUDING part-time employees who work twenty (20) hours or more per week (this provision also recognizes the Parts Clerk position which may work less than 20/hrs. per week), EXCEPT Department Heads, Deputy Directors, Assistant Director of Public Works, the Director of Libraries, Assistant Library Director, Head Children's/Teen Librarian, Reference Librarian, Public Services Librarian, Highway Superintendent, Highway Supervisor, Superintendent of Parks and Recreation, Parks Maintenance Supervisor, Solid Waste Superintendent, Building and Grounds Maintenance Superintendent, Building and Grounds Maintenance Supervisor, WPC Superintendent, WPC Supervisor, WPC Assistant Supervisor, Custodial Supervisor, Chief of Police, Deputy Chief, Police Captain, seasonal help and other supervisory personnel as may be mutually agreed upon, and any other employees represented by other bargaining units, which exists for the purposes of collective bargaining in respect to pay, wages, hours of employment and other conditions of employment. For purposes of this contract employees shall be deemed seasonal workers if they are employed for less than sixty (60) consecutive working days in any fiscal year. Seasonal employees may be utilized beyond sixty (60) consecutive working days if they are replacing an employee who is out of work on extended illness or who is out of work or on light duty due to a worker's compensation illness/injury.

**ARTICLE 2**  
**UNION SECURITY**

- 2.0 a. The Town of Enfield agrees to deduct an initiation fee and monthly dues, as specified by the secretary of the Union, from the wages of all employees covered by this Agreement.
- b. The Union will furnish the Town with a signed statement by the employee that s/he authorizes the Town to deduct from his/her wages an initiation fee and Union dues. Dues deductions shall continue for the duration of this Agreement.
- 2.1 All employees in the collective bargaining unit shall, thirty (30) calendar days from the date of this contract or from the date of their employment by the Town, become and remain members of the Union in good standing in accordance with the constitution and by-laws of the Union, or pay the agency fee, during the term of this Agreement or any extension thereof, as a condition of employment.
- 2.2 The deduction for any month will be made during the third payroll week of said month and shall be remitted to AFSCME Council #4 not later than the last day of said month.
- 2.3 The amounts shall be remitted monthly to the AFSCME Council #4, with a list of names of employees from whose wages dues deductions have been made. The Union agrees to indemnify and save harmless the Town for any liability or sums which the Town is required to pay as a result of any claim arising out of the Town's compliance with or enforcement of the provisions of this Article.
- 2.4 The Town will place one (1) bulletin board in an accessible place in each department for the exclusive use of the Union.
- 2.5 The Town will post a copy of this Agreement on the intranet within fifteen (15) working days after the effective date of this Agreement. New employees will be given a copy of this Agreement at the time of hire.
- 2.6 The Director of Libraries is considered to be the Chief Executive Officer of the Library. The Director shall post notices governing the work schedule in the Library several days in advance of the day of their effect. Notices and Library closing should be posted not less than twenty-four (24) hours in advance of such closing.
- 2.7 Custodial Services Group, Seasonal and temporary employees, working (20) or more hours per week, shall become bargaining unit members and be entitled to all terms and conditions of the collective bargaining agreement after 120 calendar days of employment.

**ARTICLE 3**  
**SENIORITY**

- 3.0 When a layoff takes place, new employees without a length of service record and part-time employees shall be laid off first.
- 3.1 If further layoffs take place, employees with the least departmental seniority shall be laid off first. Whenever an employee is scheduled to be laid off, s/he shall be entitled to replace any employee with less departmental seniority in an equal, lower or higher paid classification for which s/he is qualified. However, for Custodial Services Group employees only, said employees who are subject to layoff may displace the least senior employee within the school system provided they are qualified and physically capable of performing work available. Such position shall be of equal pay grade or less. Laid off permanent employees with the most seniority shall be rehired first, and no new employees shall be hired until all laid off employees have been given an opportunity to return to work.

Departmental seniority, for purposes of this Section, shall mean seniority within either the Public Works Department, Custodial Services Group, Library Department or Police Department for classifications recognized by this collective bargaining agreement.

- 3.2 All employees shall serve a probationary period of one hundred and eighty (180) calendar days after initial appointment and shall have no seniority rights during this period, but shall be subject to all other clauses of this Agreement, except sections pertaining to discipline and discharge. Disciplinary action up to and including discharge, or termination of employment for any reason, during an employee's probationary period shall not be subject to further review under the grievance procedure provided in this Agreement. All employees who have completed their probationary period shall be known as permanent employees, and the probationary period shall be counted in determining total seniority. Civilian Dispatchers shall serve a probationary period of nine (9) months.
- 3.3 The Town of Enfield shall establish a seniority list, and the list shall be brought up to date July 1 of each year, and a copy shall be delivered to the Secretary of the Local. Any objection to the seniority list, as made, shall be reported within ten (10) calendar days.
- 3.4 Officers and stewards of the Union shall have superseniority in the event of layoff, providing they have the qualifications to perform whatever work is available and that a list of Union officers has been given to the Director of Human Resources for the upcoming fiscal year prior to July 1 of each year.
- 3.5 The seniority of former custodians<sup>1</sup> shall be grandfathered for purposes of bumping rights back into custodial services, provided that he/she is still qualified to perform custodian duties and he/she has custodian seniority over the least senior custodians.

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<sup>1</sup> This language also applies to any former employee of public works, library or police if said employee transfers into a different department.

**ARTICLE 4  
PROMOTIONS**

4.0 Vacancies and new positions shall be posted for a period of seven (7) working days and open to bid without exception, prior to outside posting or advertisement in a daily newspaper. Copies of the job and bid, a list of persons bidding for the job, and the appointment of the person to the job, shall be sent to the Union Secretary promptly at the end of the job posting period.

In addition, as they occur, the Union President or Secretary will be provided with a copy of all transfers, new hires, disciplinary actions, termination notices, approved leaves of absences exceeding 3 weeks, and demotions.

4.1 All vacancies shall be filled within a reasonable period of time from the date of an employee vacating a position or the establishment of a new position.

4.2 When a vacancy exists or a new position is created, consideration shall be first given to the employee with the highest departmental seniority, provided such employee is qualified for each position as demonstrated by his/her work record and ability to perform the work. The Town reserves the right to conduct examinations to determine such ability. If such employee refuses a promotion, or is found not to be qualified, the next senior employee shall be considered in the same manner, and so on, until the list of those who have bid on the job is exhausted. Employees who voluntarily give up a higher classification for a lower one shall have a one (1) year waiting period before they can bid on a higher classification again. These employees shall have the right to bid for a higher classification over any person outside of the bargaining unit, however, these employees are only allowed the opportunity to bid one (1) time within one (1) year of transferring in the lower position.

4.3 When an employee is retained in a vacancy or new position for a period of thirty (30) working days (ninety (90) working days for dispatchers), then s/he shall be considered qualified and allocated to said position if the position continues to exist; otherwise, s/he shall return to his/her former position.

4.4 The Town shall, when necessary, set up an on-the-job training program for employees so as to familiarize them with the operation and function of the different types of equipment that are used in the every day operation of the Department and also on any other job that may require a higher standard of skill. The training period shall be for a maximum of thirty (30) calendar days. In the case of civilian Dispatchers such training may exceed thirty (30) calendar days.

4.5 The employee shall receive no extra compensation during the allotted time for training under Article 4.4 other than being classified as qualified. Thereafter, when called upon to operate a piece of equipment or work at a job in a higher classification, s/he shall be paid according to the specification of the contract. Seniority will be a factor when on-the-job training is applied for. The employee selected shall have a training and qualification period as specified above after which s/he may be considered qualified. The trial period may be

less if there is mutual agreement between the department head and the Union that the employee is either properly qualified prior to the full trial period and thereupon shall begin receiving the rate of pay of the new classification, or the employee is found unable to learn the required duties and is returned to his/her former position and rate with no loss of seniority.

- 4.6 When, for any reason, technological changes take place within the Library, Public Works, Custodial Services Group, and Police Departments that require additional knowledge and/or skills on the part of an employee within his/her classification, such employee will be given the opportunity to acquire a knowledge and skill necessary to retrain. The Town shall establish at its own expense, during regularly scheduled working hours, an adequate retraining program for affected employees as necessary. The Town shall employ its best efforts to retain and retrain its employees in their current classifications.
- 4.7 In order to fill a vacancy in the bid schedule in the Police Dispatch Center, dispatchers shall re-bid an open bid slot, based on seniority, starting with the most senior dispatcher below the position of seniority the departing dispatcher held, as well as the newly qualified dispatcher, within two (2) weeks of the day the newly qualified dispatcher becomes fully qualified.
- 4.8 Custodial Services Group employees assigned a temporary position in a higher classification, due to another worker's illness, leave of absence or other reason approved by the Town, shall receive a salary adjustment of the higher classification for such time that the position is held beginning at the first hour and until the assignment is complete. Claims for the salary adjustment will be submitted on a weekly basis. Payment will be made to the employee in the following week. Upon return of the regular employee, the temporary employee will revert to his/her previous status.
- 4.9 When the Head Custodian is out for an approved absence by the Town, the Boiler Person at JFK, Fermi, and Enfield High School shall be the first to act, the floating day custodians and crew leader will act first. At the Elementary Schools, the floating day custodians and crew leader will act first, then the regular custodian.

**ARTICLE 5  
HOURS OF WORK, OVERTIME  
& HOLIDAY PREMIUM PAY**

- 5.0 a. **Hours of work for Public Works Department Employees:**

The basic work day shall be eight (8) hours per day, five (5) days per week, Monday through Friday, from 7:00 a.m. to 3:30 p.m., with one-half (1/2) hour for lunch, from 12:00 Noon to 12:30 p.m. However, employees that use the rear end loaders and semi-automated refuse vehicles will still be entitled to the "early release" program.

b. **Hours of Work for Water Pollution Control and Transfer Station Employees**

The basic work day shall be eight (8) hours per day, five (5) consecutive days per week, scheduled Monday through Saturday, with a one-half (1/2) hour for lunch, for a normal work week of forty (40) hours.

c. **Hours of work for Library Employees**

The basic work day shall be seven (7) hours per day, five (5) days per week, Monday through Saturday.

d. **Hours of work for Civilian Dispatchers**

1. The regular work week shall be forty (40) hours per week, eight (8) hours per day, inclusive of a daily duty-free meal period.

2. There shall be three (3) established shifts:

7:00 AM to 3:00 P.M.

3:00 PM to 11:00 P.M.

11:00 P.M. to 7:00 A.M.

In reference to these shifts, the Town shall retain the right to modify the shifts, causing the time the employee shall report to work to be one (1) hour earlier or later, as shall be deemed necessary by the Chief.

3. All regular assignments shall be bid by seniority and posted at least one (1) week prior to being effective.

4. The duration of the assignment shall be the maximum of fifteen (15) weeks, (two (2) fifteen-week assignments may be bid at the same time) and posted at the time the assignments are bid. The duration time may be extended by mutual agreement between the Town and the Union. If additional assignments are established prior to the duration posted at the time of the bid, the bid shall be reopened on posting of the additional assignments.

5. The present system of staggered days off for dispatchers shall continue.

a. Employees at the transfer station and water pollution control plant will be given three (3) weeks' notice prior to any change in their schedule.

b. All employees shall be entitled to a fifteen (15) minute break in the first half of the workday to be scheduled at the discretion of the supervisor. No other breaks other than the meal break shall be taken. The policy of allowing one (1) Department of Public Works

employee on a work crew to leave before the break to purchase coffee and snacks for the other employees of the crew shall continue.

e. **Hours of work for Custodial Services Group Employees:**

The basic work day shall be eight (8) hours per day, five (5) days per week, Monday through Friday.

1. The basis work hours of the day shift shall be eight (8) hours within the hours of 6:00 a.m. to 4:00 p.m., with one-half (1/2) hour for unpaid lunch, Monday through Friday.
2. The basic hours of work for the night shift shall be eight (8) hours within hours of 12:00 noon and 11:00 p.m., with a twenty (20) minute paid lunch, Monday through Friday. Employees must remain on the premises for their paid lunch unless approved by their supervisor.
3. Employees requested to work Saturdays or on their day off, other than emergencies, shall be given twenty-four (24) hours' notice.
4. The Union president shall also receive prompt written notice of a change in working hours of bargaining unit Custodial Services Group employees.

f. **Hours of work for Building and Grounds – Alternative 4 Day Schedules**

1. Up to Four B&G Positions (1- *Primary* Crew Leader and 3 Laborers)
  - a. Shall be designated to work 10 hours each day (Monday – Thursday)
  - b. Crew Leader hours: 6:30 am – 5:00 pm
    - i. Crew Leader for this position shall receive Crew Leader rate of pay even if called into work on non-regular work day. However, Crew Leader may not have designated Crew Leader responsibilities on non-regular work days.
  - c. Laborer hours: 7:00 am – 5:30 pm
  - d. If called in scheduled off days:(O/T Fri. - Sat 1.5x)(O/T Sun./Hol. 2x)
  - e. O/T on regular workdays occurs after working 10 hours.
2. Up to Four B&G Positions (1- *Secondary* Crew Leader and 3 Laborers)
  - a. Shall be designated to work 10 hours each day (Wednesday – Saturday<sup>2</sup>)
  - b. Crew Leader hours: 6:30 am – 5:00 pm

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<sup>2</sup> Management reserves the right to start the Saturday shift at 6:00 am provided employee receives 24 hours' advance notice.

- c. Crew Leaders for this position shall only receive Crew Leader rate of pay on his regularly scheduled Friday and Saturday work days. Any other work day he will receive Laborer's rate.
  - i. Laborer hours: 7:00 am – 5:30 pm
  - ii. If called in scheduled off days:(O/T Mon.-Tues.1.5x)(O/T Sun./Holiday 2x)
  - iii. O/T on regular workdays occurs after working 10 hours.

### **Paid Time Off**

For purposes of time off, unless otherwise stated, all paid leave shall be converted to hours, so that employees do not receive any more paid time off than if they were working a (5 day - 8-hour) schedule.

### **Holidays**

- Employees not working on a regularly scheduled holiday shall take off the first business day subsequent to that holiday (e.g. Memorial Day – an employee that normally works the “Wednesday – Saturday schedule” shall take off the first business day (Wednesday) subsequent to Memorial Day).
- If the holiday happens to fall on a Saturday, then the employee Wednesday-Saturday employee shall observe the holiday on Saturday and the Monday-Thursday employee shall observe the holiday on the Thursday before the Saturday Holiday.

To offset the Holiday conversion disparity, employees on the 4/10 schedule shall receive only two (10 hour) personal leave days.

### **Job Posting and Impact**

- The job openings for these 4 day scheduled positions shall be posted in accordance with the collective bargaining agreement.
- No current B&G employee shall be bumped out of a job opportunity for which he is qualified.
- The Town shall designate one primary Crew Leader at all times. (e.g. if a Crew Leader is already working on a Tuesday in his primary shift and the Town needs to call all employees for a weather event/emergency, then the called in employee (who is normally a Crew Leader on the Friday shift) shall not receive crew leader pay while performing work in his “called in” capacity).

### **Cost Neutrality**

- Both Parties agree that the implementation of the above referenced 4-day schedule shall be cost neutral for both the employee and Town.
- Unless otherwise addressed here within, neither the Town or employee shall receive any unintended benefit or consequence resulting from this new schedule implementation other than what is reasonably expected as described in the above language.

- Should either the Town or employee discover an unintended benefit or consequence, then both Parties shall agree to meet to resolve this issue as least expensively as possible.

5.1 Time and One-Half (1 1/2X) shall be paid for:

- a. All work performed in excess of eight (8) hours in any one (1) day and forty (40) hours in one (1) week.
- b. Contiguous overtime for Civilian Dispatchers before or after regularly scheduled duty hours, will be compensated at time and one-half (1 1/2X) rates in the same manner presently afforded regular police officers.
- c. All work performed on Saturday as such. Library Department, Water Pollution Control Department employees and Transfer Station employees shall receive a ten percent (10%) differential when working on a work week other than Monday to Friday instead of time and one-half (1 1/2X).

5.2 Except for Civilian Dispatchers and the Custodial Services Group, double time (2X) shall be paid for:

- a. All Work performed on Sunday as such.
- b. All work performed on holidays plus regular holiday pay.
- c. Civilian Dispatchers shall be paid double time when working on a holiday that they are not scheduled to work.
- d. Custodial Services Group employees shall be paid double time for hours worked on Sunday, Thanksgiving Day, Christmas Day, New Year's Day, and Independence Day.

5.3 a. Full-time employees shall be given first preference on all overtime assignments within their assigned division.

- b. All overtime work shall be distributed equally among employees within classifications over a one (1) fiscal year period.

- c. An employee, summoned for overtime who refuses to come in, shall be dropped to the bottom of the call-in overtime list, and s/he will be charged on the overtime list with the scheduled overtime as if s/he had worked. Likewise, a person who works overtime will be charged on the overtime list with the scheduled overtime. Employees will be charged in the amount equal to the amount of overtime paid, i.e. 4 hours overtime will be charged at 6 hours, 4 hours double time will be charged at 8 hours.

- d. A record of each employee's charged overtime shall be posted and kept current weekly.
  - e. The Town will normally fill its overtime schedule on a voluntary basis by polling qualified bargaining unit employees within each division of the department, starting with the division requiring such overtime. Should the Town be unable to fill its overtime slots in this manner, then the least senior qualified employee(s) within a classification and by the division(s) requiring such overtime may, at the discretion of the Town, be required to work overtime.
  - f. All overtime for dispatchers, exclusive of probationary dispatchers or dispatchers on approved leave of absence shall be filled on a mandatory basis in order to meet the needs of the department. The mandatory overtime shall be based on a rotation system of the seniority list starting from the bottom of said list.
  - g. For the purpose of this section, departments shall mean Public Works Department, Police Department, Custodial Services Group, and Library Department. Within the Public Works Department, divisions shall mean the Highway Division, Solid Waste Division, Fleet Services Division, Water Pollution Control Division, and Building and Grounds Maintenance Division.
  - h. Custodial Services Group work within the School and Town Buildings will be done by Custodial Services Group employees unless there are no bargaining unit employees available except for part-time employees working less than twenty (20) hours per week.
  - i. Custodial Services group employees working the evening shift shall work the day shift schedule during those days when schools are not in session, whenever assigned by Management.
- 5.4 Overtime within classifications in the Public Works, Custodial Service Group, Library Departments, and Civilian Dispatchers shall be equalized within twenty (20) hours during a fiscal year. Any employee not equalized within twenty (20) hours shall be compensated his/her regular hourly rate for the number of hours required to be equalized. Civilian Dispatchers who are out on sick leave shall not be charged with overtime for the first three (3) weeks of their sick leave. Civilian Dispatchers will be charged with overtime for days on sick leave that are in excess of the first three (3) weeks of their sick leave. Department of Public Works employees who are out on worker's compensation will be charged with the average number of overtime hours that are worked by other employees in their division during the period of their absence. Overtime shall not be charged for vacations, stand-by (when no one else is called in), and funeral leave.
- 5.5 Except for Custodial Services Group employees, When a full time employee is called in to work outside of his/her regularly scheduled working hours and when such hours are not contiguous with the initial or terminal hours of the regular working hours, s/he shall be paid a minimum of four (4) hours at time and one-half (1 1/2X) of his/her regular hourly rate.

Custodial Services Group employees called in to work outside of their regularly scheduled working hours, shall be paid a minimum of two (2) hours pay at time and one half (1 1/2) their regular hourly rate.

- 5.6 Except for civilian dispatching, and building maintenance work, all bargaining unit work will be done by bargaining unit employees unless there are no bargaining unit employees available.
- 5.7 Except for Custodial Services Group employees, when employees are requested to work Saturdays, other than for emergencies or when such Saturday work is part of their regular work schedule, such employees shall be requested to do so at least eight (8) hours in advance by the employee's supervisor.
- 5.8 The current Town policy with respect to standby pay shall be \$150 per week.
- 5.9 The determination of the need for any overtime is at the sole discretion of the Department Head.
- 5.10 All overtime work shall be distributed equally among custodial services employees within all classifications within assigned schools/buildings, over the course of a fiscal one year period.

A night shift differential (12:00 P.M. - 11:00 P.M.) of 5% will be paid.

Any scheduled eight-hour shift that requires a custodian to work beyond 7:00 p.m. will be paid at night shift differential rates.

- 5.11 When a school facility is scheduled for use by a civic or any organization, outside regular working hours, the custodial time slot required will include one-half hour prior to the starting time of the function or meeting and provide at least one-half hour after the function to allow the custodian to check and secure the building. Custodians will be paid at the prevailing wage schedule for the actual hours worked.
- 5.12 Custodians are not eligible for free cafeteria lunch.

## **ARTICLE 6 GRIEVANCE PROCEDURE**

- 6.0 The purpose of this grievance procedure shall be to settle employee grievances on as low an administrative level as is possible and practical so as to insure efficiency and employee morale.

Grievances arising out of matters covered by this Agreement and disputes and consultations on any questions arising out of the employer-employee relationship will be processed in the following manner:

- 6.1 A grievance shall be defined as a complaint concerning any of the following:
- a. A claimed violation, misinterpretation or misapplication of a provision of this collective bargaining agreement;
  - b. Past practices;
  - c. Laws or Town policies or procedures applying to employee wages, hours or working conditions.
- 6.2 Employee and Immediate Supervisor
- a. An aggrieved employee and/or the Union on behalf of any aggrieved employee shall within ten (10) calendar days of the occurrence giving rise to the grievance, present to the immediate supervisor of the employee the facts pertaining to the problem or incident.
  - b. The immediate supervisor shall adjust the problem at once and, if not so adjusted, shall hold a meeting to discuss the grievance with the employee and his/her representative within ten (10) calendar days of his/her receipt of the written grievance and, within ten (10) calendar days from this meeting, the supervisor shall notify in writing the employee and his/her representative of his/her decision.
- 6.3 Employee and Department Head
- a. If the Union feels that further review is justified, all the facts pertaining to his/her problem shall be presented in writing to the Department Head within ten (10) calendar days.
  - b. The Department Head shall hold a meeting to discuss the grievance with the employee and his/her representative within ten (10) calendar days of his/her receipt of the written grievance and, ten (10) calendar days from this meeting, the Department Head shall notify in writing the employee and his/her representative of his/her decision.
- 6.4 Employee and Administrative Head
- a. In case of an adverse decision, the Union may request further review by the Town Manager or his/her designee within ten (10) calendar days of the Department Head's decision.
  - b. Not later than the next scheduled monthly grievance meeting (date and time as mutually agreed between the Town and Union), the Town Manager or his/her designee shall have a meeting to discuss the grievance with the grievant and/or his/her representative. The Town Manager or his/her designee shall give his/her written answer to the grievance within fourteen (14) calendar days of the grievance meeting.

## 6.5 Mediation & Arbitration

- a. In the event the Union feels that further review is justified, the Union may elect to seek mediation of the grievance before the Connecticut State Board of Mediation and Arbitration (**verbal warnings are not subject to arbitration or mediation**). The Union's request for mediation shall be in writing and must be filed with the State Board not later than thirty (30) calendar days following the Union's receipt of the written answer of the Town Manager. The Union will advise the Town Manager, in writing, of their submission of the grievance to mediation at the time of the filing.
  - b. If the grievance is not resolved through mediation, the Union may seek arbitration of the grievance before the State Board. The Union's request for arbitration shall be in writing and must be filed with the State Board within fifteen (15) calendar days of the mediation hearing. If the Union chooses to seek only arbitration of the grievance, they shall have thirty (30) calendar days from receipt of the decision of the Town Manager in Step 6.4 to file such a request with the State Board. In either event, the Union will notify the Town Manager in writing of their submission of the grievance to arbitration at the time of filing.
- 6.6 When contract negotiations take place during working hours, up to three (3) officers of the Union shall be afforded the necessary amount of time without loss of pay to conduct such business. When step three grievance meetings take place during working hours up to two (2) officers of the Union and the grievant shall be afforded the necessary time without loss of pay to attend such meetings. The grievant and one (1) officer of the Union shall be afforded the necessary time off without loss of pay for step one and two grievance meetings.
- 6.7 Failure of the employer or the Union to insist upon compliance with any provision of this Agreement at any given time or times, under any given set or sets of circumstances, shall not operate to waive or modify such provision or in any manner whatsoever to render it unenforceable, as to any other time or times or as to any other occurrences, whether the circumstances are or are not the same.
- 6.8 The arbitrator(s) shall have no authority to add to or subtract from or otherwise modify the terms of this Agreement.
- 6.9 Failure at any step to appeal within the prescribed timelines shall be considered time barred for the Union to appeal to any subsequent step of the grievance procedure.

**ARTICLE 7  
VACATION**

7.0 All employees' annual vacation leave with pay shall be earned by all regular full-time and part-time employees whose normal workweek is twenty (20) hours or more in the following manner:

<u>Full Years of Service</u>	<u>Days Per Full Month of Continuous Service</u>	<u>Maximum Earned Days Per Year of Continuous Service</u>
Date of hire through 5 <sup>th</sup> full year	$\frac{5}{6}$ day	10 days
More than 5 years through 7 <sup>th</sup> full year	1 $\frac{1}{4}$ days	15 days
More than 7 years through 9 <sup>th</sup> full year	1 $\frac{1}{3}$ days	16 days
More than 9 years through 11 <sup>th</sup> full year	1 $\frac{2}{5}$ days	17 days
More than 11 years through 13 <sup>th</sup> full year	1 $\frac{1}{2}$ days	18 days
More than 13 years through 15 <sup>th</sup> full year	1 $\frac{3}{5}$ days	19 days
More than 15 full years through 24 <sup>th</sup> full year	1 $\frac{2}{3}$ days	20 days
More than 24 full years	2 $\frac{1}{12}$ days	25 days <sup>3</sup>

7.1 Vacation time must be used within one (1) year from the date when it accrues, unless other arrangements are approved in writing first by the employee's Department Head. Vacation leave may not be granted until an employee has served a minimum of six (6) months of continuous service. The other half of the employee's accrued vacation earned in the 2001-2002 fiscal year and 2014-2015 for custodial employees (if applicable) shall be paid to the employee in cash, only upon separation from the Town, at the employee's then current hourly rate of pay.

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<sup>3</sup> Employees eligible to receive 25 days understand and agree that 5 of those vacation days can't be used if such use would incur overtime in the department and that said employees will not receive a payout of those 5 days upon resignation or retirement.

- 7.2 Employees shall apply to their Department Head on a request for leave form. Vacations shall be scheduled by each Department Head in accordance with departmental requirements, giving preference to employee choice according to seniority within the Department or its Divisions.
- 7.3 When an observed holiday, as established by this Agreement, occurs during a regular vacation, said holiday shall not be charged against the employee's earned vacation time.
- 7.4 An employee who becomes ill on vacation leave may not charge such illness to sick leave unless the employee files with his or her Department Head a physician's certificate describing the nature and duration of the illness.
- 7.5 Employees who are transferred, promoted or demoted from a position in one department/division to a position in another department/division, without a break in continuity of service, shall carry their accrued vacation leave with them to their new position.
- 7.6 In the event of an employee's death, his spouse, and/or beneficiary, and/or minor children shall receive, on the basis of the employee's current wages, full compensation of any accumulated vacation leave.
- 7.7 Since the purpose of vacation leave is rest and relaxation, no additional salary shall be paid an employee in lieu of vacation.
- 7.8 Except for Custodial Services Group employees' vacation leave shall be determined by the length of continuous service. For purposes of computing vacation leave, employees who leave Town employment and are later restored to Town employment shall be considered as new employees, except for employees who leave Town employment for military service, they shall be accorded their rights under Article 8.8 of this contract.
- 7.9 Except for Custodial Services Group employees, employees who resign in good standing or who are laid off for lack of work after employment of six (6) months or more or who have retired from the Town service shall be paid for any unused vacation leave that has accrued to their last day of service. For the purposes of this section, to resign in good standing, an employee shall give his Department Head a minimum of fourteen (14) calendar days prior working notice unless the Town Manager agrees to permit a shorter period of notice. Said notice shall be in writing to the Department Head by the employee stating the reasons for leaving the employ of the Town. Normally, leave time shall not be granted during said required period of notice.
- 7.10 For dispatchers, the Town of Enfield shall post a vacation calendar sign-up sheet. In concurrence with each 2 consecutive 15-week periods, (during each 15-week bid period). vacation time will be approved based on the needs of the Department then by seniority. Individual dispatchers shall have two (2) scheduled working days from receipt of the vacation calendar to sign up for vacation. Failure to do so will result in the calendar being passed to the next senior dispatcher with the calendar not being returned to the

non-compliant dispatcher until after the least senior dispatcher has completed the calendar.

7.11 Custodial Services Group Employees shall continue the following practices regarding their vacation time:

Employees who have completed twenty-four (24) years of service shall be entitled to a vacation of twenty-five (25) days annually. Employees eligible to receive 25 days understand and agree that 5 of those vacation days can't be used if such use would incur overtime in the department and that said employees will not receive a payout of those 5 days upon resignation or retirement.

Annually on or before April 15<sup>th</sup> of the current fiscal year, fix a date when requests for vacations shall be submitted by employees. Effective July 1, 2013 there will be a new cap in place limiting the number of custodians per day taking accrued time off. The new cap number will be twelve (12) for first and second shift *combined* and will be seniority based; custodial staff will also have a FIRM deadline of April 15<sup>th</sup> to submit all requests for time off. Any requests made after that date will be scheduled at the discretion of the Facilities Manager. Exceptions to the cap, to be decided on by the Facilities Manager, could/will include the following:

- Spring break and Christmas break.
- Extenuating circumstances, to be approved by Facilities Manager.
- Any requested days off exceeding the new cap, but approved before July 1, 2013, will be accepted.

\*With respect to custodians requesting time off well ahead of time: If the cap is full for a certain day, custodians with more seniority should try to avoid submitting a request for the same date without ample notice: e.g., if custodian "A" requests the first week of May off three months ahead of time, custodian "B" should not request the same week off at the April 15<sup>th</sup> (current fiscal year) deadline. This would be considered unreasonable.

- a. Selection by employees shall be by seniority within each school.
- b. Pro-rata earned accumulated vacation pay shall be granted to employees working less than forty (40) hours per week and who are covered by this Agreement, providing they lack coverage with their primary employer.
- c. No more than three (3) weeks vacation time shall be taken during the annual summer school vacation period and no vacations shall be taken two (2) weeks prior to the opening of school in September.
- d. Pro-rata earned accumulated vacation pay shall be granted to an employee in the event he terminates his/her service with the Town providing the employee gives two (2) weeks prior written notice of such termination, except in emergencies.

- e. When a holiday occurs during a regular vacation, said holiday shall not be charged against the employee's earned vacation time, and a day for such holiday shall be added to the employee's vacation pay.
- f. Provided an employee becomes hospitalized while on vacation, employee's vacation will stop and sick leave will start provided verification is submitted to the Supervisor.

## **ARTICLE 8 LEAVE PROVISIONS**

8.0 Except for Custodial Services Group employees, each employee, shall accumulate sick leave at the rate of one and one-quarter (1 1/4) day per month of service for a total of fifteen (15) days in any one year with no limit to the amount of unused sick leave that can be accumulated. Each employee shall be entitled to use sick leave with full pay as has accrued to his/her credit. Each employee shall be notified of his/her accumulated sick leave as of July 1 of each year.

### **Employees Hired After July 1, 2010**

All employees hired after July 1, 2010, shall accumulate sick leave at the rate of one (1) day per month of service for a total of twelve (12) days in any one year with no limit to the amount of unused sick leave that can be accumulated. Each employee shall be entitled to use sick leave with full pay as has accrued to his/her credit. Each employee shall be notified of his/her accumulated sick leave as of July 1 of each year.

### **SICK LEAVE MAY BE USED FOR THE FOLLOWING PURPOSES:**

- a. personal illness or physical incapacity
- b. enforced quarantine in accordance with health regulations
- c. for illness or physical incapacity in the employee's immediate family (limited to 3 days for each illness).

Sick leave is not to be used to extend vacations or to be treated as a personal day or day off. Regular doctor's office visits for physical examinations, dental exams, eye exams, etc. are not proper uses of sick leave. Regular doctor's office visits for physical, dental or eye examinations may be properly charged to personal leave or vacation leave. Medical examinations for treatment of an ongoing illness or condition may be charged to sick leave.

The Town bears a great expense when an employee is absent from work. In some instances, the Town not only loses the employee's contribution for that day, but also incurs the cost of replacing that employee on an overtime basis. It is expected that employees will need to use sick leave at some point during their careers with the Town, but it must be stressed that their attendance is critical to the proper functioning of government and the delivery of services to the residents of Enfield.

Employees absent from work for more than three (3) consecutive days will be notified that they are being placed on Family and Medical Leave.

Investigation of Sick Leave Usage. The Town reserves the right to investigate any use of sick leave for which a supervisor determines that there might be an abuse of sick leave. An abuse of sick leave is the use of sick leave for any purpose other than that which is allowed above or by contract. An abuse of sick leave will result in disciplinary action regardless of whether or not the employee has received a notice of sick leave usage, as described below. In reviewing an employee's record to determine whether the employee is abusing and/or excessively using sick leave, the Town shall consider all of the following factors:

- a. the number of occurrences,
- b. patterns of usage,
- c. employee's past sick leave record,
- d. reasons for usage,
- e. extenuating circumstance

Neutral Attendance Policy. Absences beyond six (6) occurrences of sick leave in a year is considered excessive and will be addressed as follows:

- a. Each employee's attendance will be reviewed in January of each year for the previous calendar year. If an employee has had more than six occasions of sick leave in the previous calendar year (exclusive of any sick leave taken while the employee was on Family and Medical Leave Act leave), the employee's department head will be so notified by the Human Resources Department. An occasion can be part of one day, one day or the use of sick leave for multiple days as long as they are consecutive and not interrupted by a return to work or use of another form of leave or leave without pay. The department head or his designee will meet with the employee and discuss the excessive amount of sick leave. In the absence of extraordinary circumstances, the department head will issue the employee a notice of sick leave usage, which will state that the employee's use of sick leave will be monitored for the next six (6) months. In the event that the employee has more than three (3) occurrences during the six-month period of time that the employee is being monitored the employee will be subject to disciplinary action, which shall include as a minimum a one (1) day suspension without pay. Prior to the issuance of a suspension letter the department head or his designee will meet with the employee to again discuss the excessive absences. If the employee's attendance fails to improve over the next six (6) month period using the above standard, additional disciplinary action, up to and including, the termination of employment may be imposed. Again, this notice will be issued to the department head for issuance to the employee.
- b. Extraordinary circumstances for which a department head or his/her designee may determine that a sick leave usage or disciplinary action notice will not issue include:

- the need for an employee to attend repeat therapy sessions for the same injury,
- a re-occurring serious illness
- a need for ongoing medical treatment for an illness
- or other reasons which in the department head's judgment, justify excusing the employee from their regular duties during work hours for treatment.

8.1 A doctor's certificate shall be required from employee(s) after three (3) consecutive working days of absence immediately upon return to work.

8.2 Sick Time Accumulation and Payout:

<u>TYPE OF EMPLOYEE</u> <u>TIER I</u>	<u>Sick Time Accumulation</u>	<u>Sick Time Payout Upon Retirement or Death</u>
Non Custodial Employees hired prior to July 1, 1985.	1¼ days per month for a total of 15 days in 1 year. Unlimited accumulation for usage.	Full pay, up to a maximum of 120 days or the number of days accumulated as of June 30, 1980, whichever is greater.
Non Custodial Employees hired on or after July 1, 1985, but prior to July 2, 2010.	1¼ days per month for a total of 15 days in 1 year. Unlimited accumulation for usage.	25% of any accumulated sick leave, full pay, up to a maximum of 120 days.
Custodial Employees hired prior to July 1, 2005.	1¼ days per month for a total of 15 days in 1 year. Accumulation up to 180 days.	25% of any accumulated sick leave, full pay, up to a maximum of 120 days.
Custodial Employees hired after July 1, 2005, but prior to July 2, 2010.	1 day per month for a total of 12 days in 1 year. Accumulation up to 180 days.	25% of any accumulated sick leave, full pay, up to a maximum of 120 days.
<u>TYPE OF EMPLOYEE</u> <u>TIER II</u>	<u>Sick Time Accumulation</u>	<u>Sick Time Payout Upon Retirement or Death</u>
Non Custodial Employees hired on or after July 2, 2010.	1 day per month for a total of 12 days in 1 year. Unlimited accumulation for usage.	\$40 per day for all accumulated days not to exceed 90.
Custodial Employees hired on or after July 2, 2010.	1 day per month for a total of 12 days in 1 year. Accumulation up to 180 days.	\$40 per day for all accumulated days not to exceed 90.

8.3 In the exceptional cases, the Town Manager may grant additional sick leave with pay provided that all benefit time has been exhausted. Request for such additional sick leave shall be in writing and must be signed by the employee.

8.4 a. Employees shall inform their supervisor of their need to be absent prior to their regularly scheduled starting time and each day thereafter when return to work is doubtful as a result of injury or disease.

b. Dispatchers shall inform their supervisor of their need to be absent a minimum of two (2) hours prior to the commencement of their regularly scheduled starting time and each day thereafter when return to work is doubtful as a result of illness, injury or disease.

8.5 For Custodial Services Group Employees, sick leave may be used for:

a. Personal illness or physical incapacity

b. Enforced quarantine in accordance with health regulations

Unless prevented by circumstances beyond employee's control, employee must report an illness by 6:30 a.m. for the day shift and 12:00 noon for the night shift(s) in order to receive payment for the day.

A medical certificate may be required by the Supervisor after absence of five work days.

The Town reserves the right to extend sick leave under extenuating circumstances. Request for such additional sick leave shall be in writing and must be signed by the employee. Upon request of the Human Resources Director, personnel on extended sick leave shall furnish a doctor's certificate from their attending physician.

8.6 Sick Leave Pool.

a. The recipient employee or his/ hers designated representative should make an application in writing to the committee and given to the Human resource office requesting that he / she be considered for eligibility for donation of sick days. This applicant request must indicate the nature of the illness involved.

b. The committee composed of two bargaining unit representatives and two management representatives will be established to certify the eligibility of the applicant employee. All requests will be sent to the Town Manager from the committee for verification and the Town manager will cast any tie breaking vote if needed. Requests will be based on:

(i) The nature and duration of the illness.

(ii) The number of sick days, personal and vacation days remaining in the employees own account.

- c. An eligible illness should be categorized as extended and catastrophic. Illnesses that fall into this category include, but are not limited to, cancer, cardiovascular illness, illness needing surgery and/or extended recuperation, debilitation infectious (e.g. T.B, meningitis, etc.) or disabling musculoskeletal difficulties. Pregnancy and acute, short term illness are excluded.
- d. A pool will be formed which will contain days which the eligible employee may draw. This pool will be formed with Voluntary contributions of ALL 1029 employees with a maximum of five (5) days per year, per volunteering employee.
- e. The maximum number of pooled days which an employee can use will be limited to 183 days per year starting from day one (1) of donated time.
- f. If further donated time is needed during the same year of said illness the employee or his/ hers representative can request to the Town manager in writing and a copy given to the Committee for the additional time by way of a signup sheet.
- g. Eligibility for use of the Sick Bank pool the employee must have donated sick time during the fiscal year.

8.7 Custodial Services Group employees shall be granted leave with pay for the following reasons:

- a. Special leave shall be granted for bona fide jury duty, with the Town paying the difference between the employee's regular pay and his compensation for said jury duty, providing the employee notified their supervisor immediately upon being notified of jury duty.
- b. Three (3) days special leave with pay shall be granted for death in the immediate family of an employee, or the immediate family of his/her spouse. Immediate family for the purpose of this clause is defined as parents, grandparents, spouse, brother, brother's-in-law, sister, sister's-in-law, child or grandchild, stepchild and also any relation who is domiciled in the employee's household.
- c. Injury Leave

Injury leave, as distinguished from sick leave, shall mean paid leave given to an employee due to absence from duty caused by an accident or injury that occurred while the employee was engaged in the performance of his duties. Employees of the Town are covered by Insurance and are paid stated amounts due to injuries sustained on the job. The Town, in case of injury leave shall supplement the payments of the insurance company so that the employee will receive full pay during his absence for a period not to exceed six (6) months.

d. Military Leave

Military Leave, not to exceed two (2) weeks, shall be granted to employees when required to serve a period on active reserve or National Guard Duty. During this period, the employee shall be paid the difference, if any, between his regular and military salary.

1. Employees entering the military service of the United States shall be entitled to leave without pay.
2. No employee shall lose any seniority standing because of military service.
3. On return from military service, an employee shall be reinstated in his former job or one of like rank and pay, provided he reports for duty within ninety (90) days of his discharge from military service.

- e. Upon retirement or death, a Custodial Services Group employee shall be paid \$40.00 per day for all accumulated sick days not to exceed ninety (90) days. In case of death to be paid to the beneficiary.

8.8 Except for Custodial Services Group employees leave shall be granted with pay for the following reasons:

- a. Special leave shall be granted for required jury duty, with the Town paying the difference between the employee's regular pay and his/her compensation for said jury duty.
- b. Three (3) days' special leave with pay shall be granted for death in the immediate family of an employee or the immediate family of his/her spouse. "Immediate family" for the purposes of this clause, is defined as parents, grandparents, spouse, brother, sister, child or grandchild, stepchild, son-in-law, daughter-in-law, aunts, uncles and also any relation who is domiciled in the employee's household.

c. Injury Leave

1. Injury Leave shall be defined as time off the job as a result of physical incapacity caused by an accident, injury or occupational disease arising out of and in the course of employment.
2. An employee who sustains a work-related accident and/or injury shall forthwith notify the immediate supervisor who shall implement workers' compensation insurance procedures for timely reporting to the Personnel Office.
3. In the event that an employee covered by this Agreement is injured while at work and, as a consequence of said injury receives workers' compensation

disability pay, said employee shall receive workers' compensation and supplemental pay that will equal full pay for a period not to exceed a total accumulation of one (1) year. At the end of said one (1) year, such supplemental benefits shall cease.

4. It is recognized that the Town has a need to be informed of the status of an employee who is absent due to an injury compensable under workers' compensation. Therefore, the employee will comply with reasonable request for reporting to his supervisor during any period of absence.
  5. Employees receiving workers compensation benefits will have their vacation and sick leave balances frozen after they have been out of work for 60 consecutive calendar days until they return to work.
- d. Military Leave, not to exceed two (2) weeks shall be granted to regular employees when required to serve a period on active reserve or National Guard duty. During this period, the employee shall be paid the difference, if any, between his regular and military salary.
  - e. Three (3) union officials shall be allowed the required time without loss of pay to attend official Union conventions and conferences, not to exceed fifteen (15) working days each year for all three (3) officials combined.
  - f. Employees, including Custodial Services Group employees shall be allowed time off with pay for a maximum of three (3) days per year for the purpose of attending family obligations in his/her immediate family which, of necessity, requires his/her attendance. Employees shall apply to their supervisor, in writing, stating the purpose and the reasons for the need for such time off.
  - g. Other leaves with pay may be granted by the Town Manager for other than the above purposes if such leave will benefit the interests of the Town.
- 8.9
- a. The Town Manager may grant leaves of absence without pay for a period not to exceed two (2) years.
  - b. Employees who are activated for military service in the guards or reserves of the United States or States of Connecticut or Massachusetts will be entitled to indefinite leave without pay for the period of time that they have been activated.
- 8.10
- During the period of leave without pay, except for military leave, the employees shall not be credited for length of service and shall not be credited with time for the purpose of accruing sick leave or vacation time.
- 8.11
- An employee shall be reinstated from leave of absence without pay, but without any preferred status from his/her prior employment to any position comparable to the position the employee last held with the Town.

- 8.12 Any employee who is on leave of absence without pay shall not be paid for any holiday or sick leave during the period of the absence. Any vacation time due to an employee at the time of taking a leave of absence without pay may be paid at that time. Authorized leaves of absences for one (1) month or less will not be used as a basis of reducing employee benefits.
- 8.13 a. No employee shall lose any seniority standing because of military service, including service in the National Guards or organized reservists.
- b. On return from military service, an employee shall be reinstated in his/her former job or one of like rank and shall receive credit for the yearly increments awarded during his/her absence on military services provided that s/he reports for duty within ninety (90) calendar days of his/her discharge from military service. For those hired by the Town for the first time, up to two (2) years of the salary schedule will be given for military service.
- c. The Town will pay to the employee's retirement fund the employer's annual assessment.
- 8.14 The employee's accumulation of sick leave, upon leaving, shall be retained to his/her credit when s/he returns.
- 8.15 Upon termination of his/her services with the Town, due to a medically certified disability, an employee shall receive, on the basis of the employee's current wages, full compensation for any unused accumulated sick leave up to a maximum of one hundred twenty (120) days as severance pay. An employee who has accumulated more than one hundred twenty (120) sick leave days as of June 30, 1980 shall receive full compensation for the unused accumulated sick leave days remaining in his/her sick leave bank as of his/her termination date, not to exceed the number of days accumulated as of June 30, 1980. Any employee hired on or after July 1, 1985, upon termination of his/her services with the Town due to a medically certified physical disability shall receive on the basis of the employee's current wages, full compensation for 25% of any unused accumulated sick leave as severance pay.
- 8.16 An employee upon request, shall be granted maternity leave in accordance with the Family Medical Leave Policy to commence upon certification from the employee's doctor that she is physically disabled from work. An employee on maternity leave is eligible for paid sick leave in accordance with Article 8, Section 8.0 a. and weekly disability benefits under Article 12, Section 12.0c. of this Agreement. An employee who intends to return to her same position must so notify her Department Head in writing prior to the last scheduled work day.
- 8.17 Family Medical Leave. Family Medical Leave shall be available to employees in accordance with the Town of Enfield Family Medical Leave Policy as agreed between the Town and the Union and which is made part of this Agreement.

**ARTICLE 9  
HOLIDAYS**

9.0 Except for Custodial Services Group employees, the following holidays shall be observed as days off with full pay:

New Year's Day	Columbus Day
Martin Luther King Day	Veteran's Day
Lincoln's Birthday	Thanksgiving Day
President's Day	Christmas Day
Good Friday	Independence Day
Memorial Day*	Floating Holiday
Labor Day*	

Civilian Dispatchers may be required to use paid holiday benefit days or dates other than the holidays themselves as the needs of the department require. In addition to the above holidays, Civilian Dispatchers will also receive Easter as a holiday.

\*Library closed Memorial Day and Labor Day weekends. Library closes at 5:00 p.m. on the day before Thanksgiving, and New Year's Eve.

9.1 Custodial Services Group employees shall observe the following holidays as days off, with full pay:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Presidents Day	Veteran's Day
Good Friday	Thanksgiving Day & Day after
Memorial Day	Christmas Day & first working Day after
Independence Day	Floating Holiday*

\* to be used when school is not in session

1. A day, with pay will also be granted whenever schools are closed because of state statute or governor's proclamation. Employees required to work such day will be granted a day off at a time mutually agreeable with the Supervisor and employee.
2. Under Section 9.1 a 7 b, if an employee works on the Friday or Monday for holidays noted in Section 5.2 , the premium pay shall apply.
3. If school is scheduled during any of the above-named holidays, a substitute day off shall be guaranteed at a mutually agreed to time between the employee and the Supervisor.
4. If an employee works on the actual holiday noted in section 5.2.d a premium pay would be in accordance with 5.1.c and /or 5.2.d

9.2 Except for Civilian Dispatchers:

- a. Holidays falling on a Saturday shall be celebrated on the preceding day.
- b. Holidays falling on Sunday shall be celebrated on Monday.
- c. For employees of the Department of Public Works if the actual holiday falls on a Saturday it will be celebrated on the Friday before. Any work performed on the Friday before the actual holiday will be compensated at the rate of double time. Any work performed on the actual holiday on Saturday will be compensated at the rate of time and one-half. If the actual holiday falls on a Sunday it will be celebrated on the following Monday. Any work performed on the Monday following the actual holiday will be compensated at the rate of double time. Any work performed on the actual Sunday holiday will be paid at the rate of double time pursuant to Article 5.2.a

9.3 Whenever any of these holidays occur while an employee is out on paid sick leave, the employee shall be paid for the holiday and shall not be charged for the sick day.

9.4 The floating holiday must be used within the fiscal year and is subject to the approval of the employee's supervisor. Employees who fail to use their floating holiday during the fiscal year will forfeit their holiday.

9.5 Library employees will have the day before Christmas as a paid holiday in lieu of Lincoln's Birthday. In the event that the Library is open on the day before Christmas, if bargaining unit personnel are required to work, they will be compensated at the rate of time and one-half.

9.6 Dispatchers actually working on any of the following holidays on a regular scheduled basis will be paid at the time and one-half rate of their regular rate of pay for all work performed on that holiday: New Year's Day, Memorial Day, Independence Day, Easter Sunday, Labor Day, Thanksgiving Day and Christmas Day.

9.7 Any Dispatcher that previously worked the 6-2 schedule and then lost 3 vacation days when the Town converted to the 5-2 schedule shall have said vacation days reinstated prospectively effective upon contract ratification by both parties.

**ARTICLE 10  
PRIOR PRACTICE**

10.0 Nothing in this Agreement shall be construed as abridging any right, benefit or privilege that employees have enjoyed heretofore unless said practice is superseded by a revision of this Agreement.

**ARTICLE 11**  
**WAGES**

- 11.0 Wage scales, classifications of positions and class specifications shall be negotiated and made part of this Agreement.
- 11.1 Employees promoted to a higher classification or working in a higher classification shall be paid the rate representing the next higher amount of pay, in the classification so assigned, above that previously paid.
- 11.2 Employees assigned to work in a higher classification for a period of thirty (30) consecutive days or more shall be credited with such time in the event said employee is permanently promoted and is less than maximum rate.
- 11.3 Employees are entitled to the wage scales and increments upon completion of the periods of time as set forth in Appendix A.
- a. Effective upon ratification and adoption by both parties, all rates of pay on the pay plan in effect on June 30, 2017, shall be increased by zero percent (0%).
  - b. Effective July 1, 2018 all rates of pay on the pay plan in effect on June 30, 2018, shall be increased and retroactive by two percent (2%).
  - c. Effective July 1, 2019 all rates of pay on the pay plan in effect on June 30, 2019, shall be increased by three percent (3%).
  - d. Effective July 1, 2020 all rates of pay on the pay plan in effect on June 30, 2020, shall be increased by three percent (3%).
- 11.4 Library Department shall receive a shift differential of five percent (5%) when working on a shift that extends beyond 5:00 p.m. This does not apply to employees who are working beyond 5:00 p.m. on an overtime basis, either as a continuation of the day shift or as an overtime call-in. Employees assigned to Water Pollution Control Division second shift shall receive a 5% shift differential unless assigned to the shift as an overtime assignment whereupon they will receive time and one-half (1 1/2X) the regular hourly rate in lieu of the shift differential. The Water pollution Control shift differential shall be included in all payments for paid benefit time, i.e. vacation, sick leave, etc. for those who are regularly assigned to the second shift.
- 11.5 At the Water Pollution Control Plant a ten percent (10%) shift differential shall be paid for any established regular eight (8) hour shift which commences at or after 3:30 p.m.

- 11.6 Employees regularly assigned to the Water Pollution Control Plant shall in addition to regular pay, receive the following payment for certification achieved through accepted State or Federal course:

State Certification for Grade I Operator	\$150
State Certification for Grade II Operator	\$300
State Certification for Grade III Operator	\$1000
State Certification for Grade IV Operator	\$1250

Certification credit payments shall be made in a lump sum on the first day of March each year. Mechanics assigned to Fleet Maintenance will be paid \$300.00 annually on the first day of March each year if they are ASE certified. Effective upon ratification of this Agreement, Master Technicians shall receive an additional \$250 certification credit payment for each Master Certification.

Any employee that obtains the ASE Certification for Truck Air Brake and Automotive Brake shall receive a stipend of \$250 per year. Mechanics need to be in this position for at least 6 months and on March 1 to receive this stipend.

All employees, whether internal or external, hired into the position of Fleet Mechanic on or after June 2, 2014 shall be required to obtain, within two years, an ASE Certification for both Truck Air Brake and Automotive Brake. Following achievement of both certifications they shall receive a stipend of \$250.

- 11.7 All employees will be paid through direct deposit and must complete the necessary paperwork for the Finance Department to allow for direct deposit.

- 11.8 All new hires into the Custodial Services Group as a Grade 1 Custodian or Utility person shall be paid at 80% of the rate of the classification. On the employee's anniversary date, the rate of compensation shall be increased as indicated below:

After 1st year	85% of the Grade 1 rate
After 2nd year	90% of the Grade 1 rate
After 3rd year	95% of the Grade 1 rate
After 4th year	100% of the Grade 1 rate

- a. Severance Pay: Upon retirement or death, an employee with fifteen (15) or more years of full-time continuous service from date of hire shall receive a payment of \$500. An employee with twenty (20) or more years of full-time continuous service from date of hire shall receive a payment of \$750. In case of death, to be paid to the beneficiary.

- 11.9 All Custodial Services Group employees shall be paid in accordance with the custodial salary schedules set forth in **Appendix A**, included herein.

- 11.10 Any employee required to use their own personal vehicle for Town business shall be reimbursed the current IRS business rate per mile for each mile driven for such Town business.

11.11 Assigned library personnel will receive a \$200 annual stipend for performing notary public duties. To be eligible, employees must be performing these duties for at least 6 months and on March 1<sup>st</sup> to receive the stipend. The following library personnel shall receive a \$200 stipend for performing notary public duties.

- 4 Library Assistants at Central Library
- 1 Librarian at Pearl Street Library
- 1 Floater position to be determined by the Director of Library

11.12 Effective July 1, 2019, the hour wage rates (*i.e.* – Start, 1 Year, 2 Year, and 3 Year) for the Civilian Dispatchers shall be modified by first adding \$3.00, then applying the general wage increases in Section 11.3.

## ARTICLE 12 INSURANCE & PENSION

*The following insurance and pension benefits outlined below shall apply to all employees, including employees in the Custodial Service Group, unless otherwise stated.*

12.0 The Town shall provide and pay for the full cost of the following insurance for each employee:

- a. Group Life and Dismemberment Insurance for employees shall be \$40,000 including \$80,000 coverage for accidental death. Effective July 1, 2010 Group Life Insurance for employees shall be increased to \$50,000, including \$100,000 coverage for accidental death. Effective July 1, 1989, Group Life Insurance shall increase to \$3,000 for retirees.
- b. Weekly disability benefits of \$50 per week for a maximum of thirteen (13) weeks, such benefits to commence upon the eighth day after the commencement of an illness or upon the first day in the event of an accident, subject to the prior exhaustion of all sick leave before being eligible for this benefit. Weekly disability benefits shall be \$250 per week for a maximum of thirteen (13) weeks, such benefits to commence upon the exhaustion of employee's accumulated sick leave.
- c. If an employee has no accumulated sick leave at the time of disability, payment shall commence on day one for injury and day three for sickness.

### 12.1 INSURANCE

Health Insurance. Details of the group insurance and dental benefits are outlined in **Appendix C and D.**

Effective July 1, 2019 the Town shall provide the following insurance program for those employees and their eligible dependents that choose to enroll in the High Deductible/Health Savings Account plan (“HSA plan”). Details of the group insurance

and dental benefits are outlined in **Appendix C and D**.

**In addition, the following terms apply:**

The Town will fund fifty percent (50%) of the applicable HSA deductible amount. The full amount of the Town's contribution toward the deductible will be deposited in the HSA accounts on or before July 15<sup>th</sup> of 2019.

Effective July 1, 2020 and every year thereafter, the full amount of the Town's contribution toward the deductible will be deposited in the HSA accounts on or before July 15<sup>th</sup> of the year.

Employees acknowledge that the Town's HSA contributions are not an element of the underlying health insurance plan, but rather relate to the manner in which the deductible shall be funded for active employees.

The employee premium contribution (pursuant to IRS Sec. 125) through payroll deduction for the benefits provided under **Appendix C** shall be:

Effective July 1, 2017, bargaining unit members shall be required to contribute fifteen (15%) of the cost of his or her insurance coverage through payroll deductions.

Effective July 1, 2018, bargaining unit members shall be required to contribute fifteen (15%) of the cost of his or her insurance coverage through payroll deductions.

Effective July 1, 2019, bargaining unit members shall be required to contribute seventeen (17%) of the cost of his or her insurance coverage through payroll deductions.

Effective July 1, 2020, bargaining unit members shall be required to contribute seventeen (17%<sup>4</sup>) of the cost of his or her insurance coverage through payroll deductions.

- 12.2 **Health Insurance Buy-back.** An employee who is covered under alternate health insurance through another employer (e.g. spouse) may elect in writing, on a form provided by the Town, to waive coverage under the Town's health and dental insurance programs. Such employee shall receive \$500 if eligible for single coverage, \$1,000 if eligible for employee + one coverage, and \$1,500 if eligible for family coverage on or about December 1 of each year, and prorated as necessary based on the number of calendar months out of the preceding twelve (12) months during which the Town was not

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<sup>4</sup> This rate only applies to employees who have actively participated and met the requirements of the Town's wellness program for the previous year as determined by the Town. Employees that have not met the requirements are expected to pay 22%.

required to pay any premiums for health/dental coverage for the employee or his/her dependents. Re-entry into the Town's insurance program shall be permitted on the first day of January, April, July and October of each year.

- 12.3 **Blue Cross 65/Blue Shield 65 - Retired Employees.** The Town shall provide and pay the full cost of the Blue Cross Blue Shield 65 Plan for retirees. Employees retiring with the Town with a minimum of ten (10) years of service between the ages of 62 and 65 may remain on the group plan if they so choose and said retiree shall pay the group rate.
- 12.4 **Change of Carriers.** The Town may from time to time change the carriers for any of the foregoing insurance provided that the benefits shall be equivalent or better than those provided in the above referenced coverages. A sixty (60) working day notice shall be given to the Union prior to implementing any change under this Section. The parties agree to meet from time to time to discuss alternative health insurance coverage with the understanding that these are informal meetings for the purpose of exchanging ideas and they are not bargaining or negotiation sessions
- 12.5 Employees are provided with retirement benefits under the Town of Enfield Pension Plan. Any changes made in the Pension Plan which would alter the benefits available to employees or the rate of contribution by employees shall be done only through collective bargaining. A copy of the Pension Plan shall be retained by the Union.
- 12.6 Pension improvements are as follows:
- a. Effective July 1, 1990, the Town shall resume payroll deductions for those age 65 or older in conjunction with the elimination of age-based discrimination. Employees will continue to accrue benefits beyond age 65. No retroactive contributions will be required. Employees whose contributions were discontinued after age 65 until this change will not lose credited service for that period.
  - b. Effective July 1, 1990, the Town shall institute a 100% pre-retirement death benefit such that the spouse of an active employee will receive 100% of that employee's retirement benefit should s/he become deceased after s/he becomes eligible for early retirement. The retirement benefit is calculated as if s/he had retired on the day of his/her death.
  - c. Retroactive to July 1, 1989, the normal retirement formula will be based on 2% of final average earnings multiplied by years of credited service.
  - d. Final average earnings shall be the average of the highest four (4) years from the last ten (10) years of service.
  - e. Employee contribution rate shall be 3.5% of the employee's base earnings.
  - f. Employee contributions toward the Town Pension Plan shall be treated as Section 414(H) contributions and thus treated on a pre-tax basis. Employees hired on or

after July 1, 1999 must join the Town pension plan once eligible for said plan. Employees hired before July 1, 1999 who are members of the plan must remain members of the pension plan. Employees hired before July 1, 1999 who are not members of the plan, once eligible, shall be given the opportunity to join the plan each July. Once they join the plan they must remain a member of the plan.

- g. Effective July 1, 1992, the Early Retirement Reduction Table shall be the revised table attached to the Pension Plan for Local 1029 bargaining unit, as revised by Enfield Town Council Resolution 4535.
  - h. The July 1, 1992 salary for pension benefit computation purposes only shall be the salary as of June 30, 1992 increased by five percent (5%).
  - i. Employees shall become 100% vested after five (5) years of service.
  - j. The interest rate for employee contributions shall be set pursuant to Enfield Town Council Resolution 4536.
- 12.7 Employees shall be provided with an annual statement reflecting their current retirement status in clear and concise form.
- 12.8 The Town's flexible savings account and section 125 plan will be made available to the employees per the agreement between the Town and the carrier. The monthly participant cost and annual fees, if any, for this plan will be borne by employees opting to enroll in the account and plan. Enrollment is optional to all employees covered by this Agreement. The Town will provide for payroll deduction of contributions to the Connecticut Higher Education Trust Fund for all employees who wish to participate.

### **ARTICLE 13 DISCIPLINARY PROCEDURE**

- 13.0 To insure maximum effectiveness of its operations, the Town must strive to have a system of employee discipline that provides employees an opportunity to conform to department expectations and correct deficiencies. All disciplinary actions shall be applied in a fair manner and shall be consistent with the infraction for which disciplinary action is being applied.

13.1 Disciplinary actions shall include:

- a. A verbal warning;
- b. A written warning;
- c. Suspension without pay;
- d. Discharge

and shall normally follow this order.

13.2 All suspensions and discharges must be for just cause and must be stated in writing with reason given and a copy given to the employee at the time of suspension or discharge.

13.3 The service record of any employee disciplined under the provisions of this Article shall be cleared after a period of:

- Six (6) months for a verbal warning<sup>5</sup>;
- One (1) year for a written warning; and
- Two (2) years for a suspension and demotion.

13.4 Probationary employees may be terminated at any time during the probation period and do not have recourse to the grievance and arbitration provisions of this Agreement.

#### **ARTICLE 14 SAFETY AND HEALTH**

14.0 A joint safety committee shall be formed by the Town and the Union and said committee shall meet to review and recommend safety and health conditions.

14.1 Except for Civilian dispatchers and Library Department employees, the Town shall provide foul weather gear, i.e. rain coats, rain hats, boots, gloves, etc., and for their care as necessary. In addition, the Town shall provide to each Department of Public Works and Custodial Services Group employees weekly uniform changes, uniform cleaning and repairs in accordance with past practice. The type of uniform provided will change with the season. Each employee issued a uniform must wear their uniform while working. Each employee of the Department of Public Works and Custodial Services Group shall receive a \$100 annual boot allowance. Boots shall be purchased through a vendor selected by the Town. It shall be a condition of employment that a Department of Public Works and Custodial Services Group employee wear the approved shoes/boots purchased for him/her. If an employee is unable to wear the approved shoes through a physician's order, he/she must provide documentation and the Town will provide a reasonable alternative which the employee shall wear as determined by the work conditions. If no reasonable alternative is available, then the Town is not obligated to purchase safety shoes and the employee will reimburse the Town if safety boots were already purchased for the year.

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<sup>5</sup> Verbal warnings are not subject to arbitration or mediation. However, the employee may file a grievance up to and including the final step within the Town to include the Town Manager or his/her designee (i.e. Director of Human Resources).

- 14.2 The Town shall furnish safety helmets and safety glasses to any employee working in hazardous locations or with hazardous equipment and shall pay the cost for replacement of employees' prescription glasses (up to \$200.00) if broken at work.
- 14.3 DPW employees required to work beyond the regular working hours shall receive a meal allowance of \$10.00 per meal if employed during meal times of 6:00 p.m. and 6:00 a.m. If employed on a paid holiday or Sunday, the noon meal shall also be paid. The meal allowance shall be \$10.00.
- 14.4 The Town shall provide, free of charge to the employee, medical injections for immunization from the common and contagious diseases during the period of time generally recognized to be most effective, said injections to be administered by a physician or other licensed medical professional. Dates will be determined in advance, whenever possible, to assure employees will receive the injections at the most effective times.
- 14.5 Employees failing to comply with OSHA (Occupational Safety and Health Act) requirements, when directed to do so, shall be subject to immediate disciplinary action.

**ARTICLE 15  
NO STRIKE OR LOCKOUT**

- 15.0 During the life of this Agreement, there shall be no strike, slowdown, suspension or stoppage of work in any part of the Town's operation authorized by the Union, nor shall there be any lockout by the Town in any part of the Town's operation.

**ARTICLE 16  
MANAGEMENT RIGHTS**

- 16.0 Except where such rights, powers, and authority are specifically relinquished, abridged, or limited by the provisions of this Agreement, the employer has and will continue to retain, whether exercised or not, all the rights, powers and authority heretofore had by it and except where such rights, power and authority are specifically relinquished, abridged or limited by the provisions of this Agreement, it shall have the sole unquestioned right, responsibility and prerogative of management of the affairs of the Town and the direction of the working forces, included but not limited to the following:
- a. To determine the care, maintenance and operation of the equipment and property used for and in behalf of the purposes of the Town.
  - b. To establish and continue policies, practices and procedures for the conduct of Town business and, from time to time, to change or abolish such policies, practices or procedures.
  - c. To discontinue processes or operations.
  - d. To select and to determine the number and types of employees required to perform the Town's operations.

- e. To employ, assign, assist, transfer, promote or demote employees, or to layoff, terminate, or otherwise relieve employees from duty for lack of work or other legitimate reasons when it shall be in the best interest of the Town or department.
- f. To prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the Town, provided such rules and regulations are made known in a reasonable manner to the-employees affected by them.
- g. To ensure the incidental duties connected with departmental operations, whether enumerated in job descriptions or not, shall be performed by employees.
- h. To establish contracts or sub-contract for municipal operations, provided that this right shall not be used for the purpose or intention of undermining the Union or of discriminating against its members.
- i. To create job specifications, subject to the Union's right to challenge the accuracy of new or revised job specifications or the propriety of the assigned rate.

**ARTICLE 17  
SAVINGS CLAUSE**

- 17.0 Should any Article, Section or portion thereof, of this Agreement, be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific Article, Section or portion thereof directly specified in the decision. Upon the issuance of such decision, the parties agree immediately to negotiate a substitute for the invalidated Article, Section or portion thereof.
- 17.1 This contract represents complete collective bargaining and full agreement by the parties in respect to rates of pay, wages, hours of employment, or other conditions of employment which shall prevail during the term hereof and any matters not herein covered have been satisfactorily adjusted, compromised or waived by the parties for the life of the Agreement

**ARTICLE 18  
NON-DISCRIMINATION CLAUSE**

- 18.0 The Town and the Union agree not to discriminate against any individual because of race, creed, color, religion, sex, age, national origin, ancestry, mental disorder, physical disability, marital status, veteran status, sexual orientation or any other non-job related characteristic.

**ARTICLE 19  
REFUSE COLLECTION EQUIPMENT**

- 19.0 When the Town implements two-man or one-man refuse collection equipment, it agrees to pay a premium in the amount of \$2.00 per hour per vehicle for the hours worked on such equipment.

19.1 The \$2.00 per vehicle premium shall be distributed as follows:

- a. When two (2) Equipment Operator I's share the driving and loading responsibilities, such Operators shall receive a premium of \$1.00 per hour per man for each hour worked on such equipment.
- b. When an Equipment Operator I performs the sole driving responsibilities, as well as loading duties such Operator shall receive a premium of \$1.25 per hour for each hour worked on such equipment. The Refuse Collector/Laborer assigned to the equipment in this case shall receive a premium of \$.75 per hour for each hour worked on such equipment.

19.2 Any reduction in work force as a direct result of this operation shall be realized through retirements, voluntary resignations, promotions and/or terminations with cause and shall not result in employee layoffs.

## **ARTICLE 20 TUITION REIMBURSEMENT**

20.0 Employees with six (6) months of continuous service may apply for an educational refund for a course or seminar for a certificate or toward a degree at an accredited college, including an accredited community college.

- a. The employee must submit to the department head for his/her approval (prior to the commencement of the course) a description of the course to be taken and a degree to which the course is credited, if applicable.
- b. The Human Resources Director and Town Manager have the prerogative to approve or disapprove such application depending on the nature of the course taken and the degree which is being matriculated for, and its relevancy to the employee's position with the Town.
- c. When the application is approved, the employee will be reimbursed eighty (80) percent of tuition cost up to \$300.00 (not including books) sixty (60) days after the submission of passing grades. The maximum allowance per year will be \$600.00 per employee.
- d. The Town reserves the right to limit the education refund program based on availability of funds.

**ARTICLE 21  
DURATION**

21.0 This Agreement shall be effective on the date that this contract becomes final and binding and remain in full force and effect through the 30<sup>th</sup> day of June 2021. It shall be automatically renewed from year to year thereafter unless either party shall notify the other, in writing, not more than one hundred eighty (180) days nor less than one hundred twenty (120) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given negotiations shall begin not later than ninety (90) days prior to the anniversary date. This Agreement shall remain in full force and effect during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

SIGNED ON THIS 10<sup>th</sup> DAY OF JUNE IN THE YEAR 2019 BY:

**TOWN OF ENFIELD**

Christopher W. Bronson  
Steve V. Belinda  
\_\_\_\_\_

**LOCAL #1029, AFSCME Council #4**

David [Signature]  
[Signature]  
Jim [Signature]  
Anthony [Signature]

**APPENDIX A**

<b>Classifications (Public Works)</b>	<b>Increase</b>	<b>Fiscal Year</b>	<b>Start</b>	<b>60 Day</b>	<b>1 Year</b>
<b>Laborer</b>	0.00%	2017-2018	\$ 22.60	\$ 23.39	\$ 24.14
	2.00%	2018-2019	\$ 23.05	\$ 23.86	\$ 24.62
	3.00%	2019-2020	\$ 23.74	\$ 24.57	\$ 25.36
	3.00%	2020-2021	\$ 24.46	\$ 25.31	\$ 26.12
<b>Refuse Collector</b>	0.00%	2017-2018	\$ 23.82	\$ 24.70	\$ 25.62
	2.00%	2018-2019	\$ 24.30	\$ 25.20	\$ 26.13
	3.00%	2019-2020	\$ 25.03	\$ 25.95	\$ 26.92
	3.00%	2020-2021	\$ 25.78	\$ 26.73	\$ 27.73
<b>Equipment Operator 1 Highway/Solid Waste Equip. Op. 1 Parts Clerk WPC Attendant 1</b>	0.00%	2017-2018	\$ 24.93	\$ 25.62	\$ 26.66
	2.00%	2018-2019	\$ 25.43	\$ 26.13	\$ 27.19
	3.00%	2019-2020	\$ 26.19	\$ 26.92	\$ 28.01
	3.00%	2020-2021	\$ 26.98	\$ 27.73	\$ 28.85
<b>Operator</b>	0.00%	2017-2018	\$ 25.17	\$ 25.98	\$ 27.13
	2.00%	2018-2019	\$ 25.67	\$ 26.50	\$ 27.67
	3.00%	2019-2020	\$ 26.44	\$ 27.29	\$ 28.50
	3.00%	2020-2021	\$ 27.23	\$ 28.11	\$ 29.35
<b>Equipment Operator 2 Lead Attendant 1 Lead Carpenter WPC Attendant 2</b>	0.00%	2017-2018	\$ 26.42	\$ 27.39	\$ 28.71
	2.00%	2018-2019	\$ 26.95	\$ 27.93	\$ 29.28
	3.00%	2019-2020	\$ 27.76	\$ 28.77	\$ 30.16
	3.00%	2020-2021	\$ 28.59	\$ 29.63	\$ 31.06
<b>Building Maintainer 2*</b>  *This position is used only for temporary out class pay.	0.00%	2017-2018	N/A	N/A	\$ 26.43
	2.00%	2018-2019	N/A	N/A	\$ 26.96
	3.00%	2019-2020	N/A	N/A	\$ 27.77
	3.00%	2020-2021	N/A	N/A	\$ 28.60

<b>Classifications (Public Works)</b>	<b>Increase</b>	<b>Fiscal Year</b>	<b>Start</b>	<b>60 Day</b>	<b>1 Year</b>
<b>Scale Operator</b>	0.00%	2017-2018	\$ 26.94	\$ 27.91	\$ 29.23
	2.00%	2018-2019	\$ 27.48	\$ 28.47	\$ 29.81
	3.00%	2019-2020	\$ 28.30	\$ 29.32	\$ 30.71
	3.00%	2020-2021	\$ 29.15	\$ 30.20	\$ 31.63
<b>Electrician</b>	0.00%	2017-2018	\$ 27.14	\$ 28.13	\$ 29.26
<b>HVAC Mechanic</b>	2.00%	2018-2019	\$ 27.68	\$ 28.70	\$ 29.84
<b>Mechanics</b>	3.00%	2019-2020	\$ 28.51	\$ 29.56	\$ 30.74
<b>Plumber</b>	3.00%	2020-2021	\$ 29.36	\$ 30.44	\$ 31.66
<b>Crew Leaders (B&amp;G, Cust, Hwy, RRM.)</b>	0.00%	2017-2018	\$ 29.81	\$ 30.71	\$ 32.04
<b>Lead Mechanic (Fleet)</b>	2.00%	2018-2019	\$ 30.41	\$ 31.32	\$ 32.68
	3.00%	2019-2020	\$ 31.32	\$ 32.26	\$ 33.66
	3.00%	2020-2021	\$ 32.26	\$ 33.23	\$ 34.67
<b>Lead Attendant 2 (Shift Operators) (Operations/Maint. - WPC) (Operator/Laboratory - WPC)</b>	0.00%	2017-2018	\$ 32.68	\$ 33.57	\$ 34.90
	2.00%	2018-2019	\$ 33.33	\$ 34.24	\$ 35.60
	3.00%	2019-2020	\$ 34.33	\$ 35.26	\$ 36.66
	3.00%	2020-2021	\$ 35.36	\$ 36.32	\$ 37.76

<b>Classifications (Custodians)</b>	<b>Increase</b>	<b>Fiscal Year</b>	<b>Start</b>	<b>1 Year</b>	<b>2 Year</b>	<b>3 Year</b>	<b>4 Year</b>
<b>Regular Custodian/</b>	0.00%	2017-2018	<b>\$ 17.62</b>	<b>\$ 18.73</b>	<b>\$ 19.83</b>	<b>\$ 20.92</b>	<b>\$ 22.03</b>
<b>Utility Person</b>	2.00%	2018-2019	<b>\$ 17.97</b>	<b>\$ 19.10</b>	<b>\$ 20.23</b>	<b>\$ 21.34</b>	<b>\$ 22.47</b>
	3.00%	2019-2020	<b>\$ 18.51</b>	<b>\$ 19.68</b>	<b>\$ 20.83</b>	<b>\$ 21.98</b>	<b>\$ 23.14</b>
	3.00%	2020-2021	<b>\$ 19.07</b>	<b>\$ 20.27</b>	<b>\$ 21.46</b>	<b>\$ 22.64</b>	<b>\$ 23.84</b>
<b>Asst. Head Custodian (Secondary School)</b>	0.00%	2017-2018					<b>\$ 24.17</b>
	2.00%	2018-2019					<b>\$ 24.65</b>
<b>Custodian- Boilers (Middle &amp; Secondary Sch.)</b>	3.00%	2019-2020					<b>\$ 25.39</b>
	3.00%	2020-2021					<b>\$ 26.15</b>
<b>Custodian In Charge (Elementary Schools)</b>	0.00%	2017-2018					<b>\$ 24.53</b>
	2.00%	2018-2019					<b>\$ 25.02</b>
	3.00%	2019-2020					<b>\$ 25.77</b>
	3.00%	2020-2021					<b>\$ 26.54</b>
<b>Custodian In Charge (Secondary Schools)</b>	0.00%	2017-2018					<b>\$ 25.92</b>
	2.00%	2018-2019					<b>\$ 26.44</b>
	3.00%	2019-2020					<b>\$ 27.23</b>
	3.00%	2020-2021					<b>\$ 28.05</b>

<b>Classifications (Library Department)</b>	<b>Increase</b>	<b>Fiscal Year</b>	<b>Hourly Rate</b>
<b>Library Assistant</b>	0.00%	2017-2018	\$ 21.84
	2.00%	2018-2019	\$ 22.28
	3.00%	2019-2020	\$ 22.95
	3.00%	2020-2021	\$ 23.63
<b>Administrative Assistant</b>	0.00%	2017-2018	\$ 23.03
<b>Reference Assistant</b>	2.00%	2018-2019	\$ 23.49
	3.00%	2019-2020	\$ 24.20
	3.00%	2020-2021	\$ 24.92
<b>Branch Librarian</b>	0.00%	2017-2018	\$ 26.42
<b>Children's Librarian</b>	2.00%	2018-2019	\$ 26.95
<b>Head of Circulation</b>	3.00%	2019-2020	\$ 27.76
<b>Technical Processor</b>	3.00%	2020-2021	\$ 28.59
<b>Children's Coordinator</b>	0.00%	2017-2018	\$ 29.69
	2.00%	2018-2019	\$ 30.28
	3.00%	2019-2020	\$ 31.19
	3.00%	2020-2021	\$ 32.13

<b>Classifications (Police Department)</b>						
<b>Increase</b>	<b>Fiscal Year</b>	<b>Start</b>	<b>1 Year</b>	<b>2 Year</b>	<b>3 Year</b>	
<b>Civilian Dispatchers</b>	0.00%	2017-2018	\$ 22.15	\$ 22.87	\$ 23.53	\$ 24.92
	2.00%	2018-2019	\$ 22.59	\$ 23.33	\$ 24.00	\$ 25.42
<b>One Time Wage Adjustment</b>	\$3.00/hr.	2019-2020	\$ 25.59	\$ 26.33	\$ 27.00	\$ 28.42
	3.00%	2019-2020	\$ 26.36	\$ 27.12	\$ 27.81	\$ 29.27
	3.00%	2020-2021	\$ 27.15	\$ 27.93	\$ 28.65	\$ 30.15
<b>Lead Civilian Dispatchers</b>	0.00%	2017-2018	\$ 24.15	\$ 24.87	\$ 25.53	\$ 26.92
	2.00%	2018-2019	\$ 24.63	\$ 25.37	\$ 26.04	\$ 27.46
<b>One Time Wage Adjustment</b>	\$3.00/hr.	2019-2020	\$ 27.63	\$ 28.37	\$ 29.04	\$ 30.46
	3.00%	2019-2020	\$ 28.46	\$ 29.22	\$ 29.91	\$ 31.37
	3.00%	2020-2021	\$ 29.31	\$ 30.10	\$ 30.81	\$ 32.31

**APPENDIX B  
TOWN OF ENFIELD  
FAMILY/MEDICAL LEAVE POLICY**

ISSUES	PERSONAL SERIOUS HEALTH CONDITION	BIRTH, ADOPTION OR FOSTER CARE	SERIOUS HEALTH CONDITION OF CHILD, PARENT OR SPOUSE
<b>Employment Eligibility</b>	Employed at least 12 Months and work at least 1250 hours during the fiscal year.	Same.	Same
<b>Effective Date</b>	August 5, 1993 for non-bargaining unit employees; February 5, 1994 for union members.	Same.	Same
<b>Who qualifies?</b>	Employees who meet eligibility criteria above.	<p>An employee who is either the father or the mother can take family leave for the birth, placement for adoption or foster care of a child. See 825.112, Family Medical Leave Act for qualifying circumstances under which family leave may be taken for adoption or foster care.</p> <p>Eligibility for leave expires 12 months after the event. Leave must be completed by the one year anniversary of the event.</p>	<p>An employee who has a biological child, adopted child, foster child, step-child, legal ward or a child under 18 for whom the employee stands in loco parentis.</p> <p>An employee who has a child (defined above) age 18 or older who is incapable of self-care due to mental or physical disability.</p> <p>An employee who has a biological parent, former legal guardian, or someone who raised the employee in place of a parent.</p> <p>An employee who has a spouse as legal husband or wife.</p>
<b>Serious Health Condition Defined</b>	<p>Illness, injury, impairment or physical or mental condition that involves inpatient care in a hospital, hospice or residential medical care facility; or</p> <p>Continuing treatment by a health care provider.</p> <p>Excludes short term conditions for which treatment and recovery are brief such as illness lasting a few days.</p> <p>Pregnancy/Maternity Leave taken shall count toward FMLA leave.</p>	Not applicable.	<p>Illness, injury, impairment or physical or mental condition that involves inpatient care in a hospital, hospice or residential medical care facility; or</p> <p>Continuing treatment by a health care provider.</p> <p>Excludes short term conditions for which treatment and recovery are brief such as illness lasting a few days.</p> <p>Pregnancy/Maternity Leave taken shall count toward FMLA leave.</p>

ISSUES	PERSONAL SERIOUS HEALTH CONDITION	BIRTH, ADOPTION OR FOSTER CARE	SERIOUS HEALTH CONDITION OF CHILD, PARENT OR SPOUSE
<b>Intermittent or Reduced Leave</b>	Leave may be intermittent or reduced if medically necessary.	Leave may be intermittent or reduced only if employer agrees.	Leave may be intermittent or reduced if medically necessary.
<b>Ability to Temporarily Transfer to Another Position</b>	Yes, if employee is on intermittent or reduced leave to position of equivalent pay and benefits.	Same.	Same.
<b>Provisions if Both Spouses Work For the Town</b>	12 weeks leave each for their respective personal serious health condition(s).	A combined total of 12 weeks of leave which may or may not be taken concurrently. However, if both employees work in the same department then the leave cannot be taken on the same scheduled work days.	2 weeks of leave each which may or may not be taken concurrently. However, if both employees work in the same department, then the leave cannot be taken on the same scheduled work days, except for the serious health condition of the spouse.
<b>Restoration to Position</b>	<p>Must be restored to the same position held prior to the leave; or</p> <p>To a position that is equivalent in pay, benefits, privileges and other conditions and terms of employment.</p> <p>An employee has no greater right to reinstatement or to benefits and conditions of employment than if the employee had been continuously employed during the FMLA leave period.</p>	Same.	Same.
<b>Notification</b>	Employee must provide 30 days notice when need for leave is foreseeable. Otherwise notice must be given as soon as practicable.	Same.	Same.
<b>Medical Certification</b>	Certification for illnesses shall include the date the serious health condition began, duration of the condition, applicable medical facts, statement that the employee is unable to perform the functions of the job, and medical reasons for any intermittent or reduced leave requests (if applicable).	Not applicable.	Certification for illness shall include the date the serious health condition began, duration of the condition, applicable medical facts, statement that the employee is needed to care for the ill person, an estimate of how long the employee will be needed, and/or medical reasons for any intermittent or reduced leave requests.

ISSUES	PERSONAL SERIOUS HEALTH CONDITION	BIRTH, ADOPTION OR FOSTER CARE	SERIOUS HEALTH CONDITION OF CHILD, PARENT OR SPOUSE
<b>Second and Third Opinions</b>	<p>The Town may request and pay for a second opinion from a physician of the Town's choice.</p> <p>Either the employee or the Town may request a third opinion if the first two opinions conflict. A third opinion shall be paid for by the Town and both the Town and the Employee must agree on the provider. The decision of the third opinion is final.</p>	Not applicable.	<p>The Town may request and pay for a second opinion from a physician of the Town's choice.</p> <p>Either the employee or the Town may request a third opinion. A third opinion shall be paid for by the Town and both the Town and the employee must agree on the provider. The decision of the third opinion is final.</p>
<b>Certification for Return to Work</b>	Certification of fitness for duty may be required of all employees taking FMLA leave.	Certification of fitness for duty may be required of all employees taking FMLA leave.	Not applicable.
<b>Relationship to Paid Leave</b>	<p>Employee may utilize accrued sick leave, then may request unpaid leave for the duration of the FMLA leave.</p> <p>The employee may substitute accrued vacation leave in place of all or part of the unpaid leave, if s/he so desires.</p>	<p>If the employee is the birth mother, accrued sick leave must be utilized first for the period of disability. After the disability, the employee may request unpaid leave for the remainder of the FMLA leave for the care of the child. Accrued vacation time can also be used in lieu of all or part of the unpaid leave if the employee so desires.</p> <p>If the employee is not the birth mother, s/he may request unpaid leave or use accrued vacation time in lieu of all or part of the unpaid leave for the duration of the FMLA leave.</p>	Employees may use up to 15 family sick days, then may request unpaid leave or the accrued vacation time in lieu of all or part of the unpaid leave, for the duration of the FMLA leave.
<b>Sick Leave and Vacation Leave Accruals</b>	Sick and vacation leave shall not accrue for any full calendar month in which the employee is not in a regular paid status. Sick and vacation time will accrue during the employee's use of paid sick leave and/or paid vacation leave for any portion of FMLA leave.	Same.	Same.

ISSUES	PERSONAL SERIOUS HEALTH CONDITION	BIRTH, ADOPTION OR FOSTER CARE	SERIOUS HEALTH CONDITION OF CHILD, PARENT OR SPOUSE
<b>Maintenance of Medical, Dental and Life Insurance Benefits</b>	<p>The Town will maintain group medical, dental and life insurance coverage for the duration of the FMLA leave provided that the employee make the necessary payment(s) for that portion of the insurance premium that s/he would have had to make had s/he not taken FMLA leave. In the event that the employee does not return to work when the FMLA leave expires, s/he shall be able to continue medical and dental coverage under COBRA at his/her own expense at the COBRA rates. Failure to continue coverage under COBRA will remain in the expiration of medical and dental coverage at the end of the month when such FMLA leave has expired. Life insurance coverage expires when FMLA leave expires if the employee does not return to work.</p>	<p>Same.</p>	<p>Same.</p>
<b>Miscellaneous</b>	<p>All requests for FMLA leave must be documented including whether or not the leave was granted and reasons for the denial where that is the case.</p> <p>The Family Medical Leave Act prohibits an employer from putting any restraint on an employee for exercising his/her rights under the FMLA. The Town may not penalize or discipline an employee for requesting or using the FMLA provisions.</p> <p>The 12 month period for FMLA purposes will coincide with the Town's fiscal year (July 1-June 30). Each employee shall be allowed a combined total of 12 weeks of FMLA leave per year (except when both spouse work for the Town as described above).</p> <p>Medical information and documentation shall be treated as confidential medical records and shall be kept in a confidential file separate from the employee's personnel file.</p> <p>The parties agree that existing contractual benefits will remain in effect in accordance with existing collective bargaining agreement.</p>		
<b>Date of Adoption</b>	<p>The above provisions were agreed to by the parties on _____</p>		

**SUMMARY OF BENEFITS**



Cigna Health and Life Insurance Co.  
 For - Enfield & Board of Education, Town of  
 Open Access Plus HDHP Plan

**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>	Your plan pays 100%	Your plan pays 80%
<b>Maximum Reimbursable Charge</b>	Not Applicable	200%
<b>Contract Year Deductible</b>	Individual: \$1,500 Family: \$3,000	Individual: \$1,500 Family: \$3,000
<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>Plan deductible always applies before any copay or coinsurance.</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> </ul>		
<b>Note:</b> Services where plan deductible applies are noted with a caret (^).		
<b>Contract Year Out-of-Pocket Maximum</b>	Individual: \$3,000 Family: \$6,000	Individual: \$3,000 Family: \$6,000
<ul style="list-style-type: none"> <li>The amount you pay for all covered expenses counts toward both your in-network and out-of-network out-of-pocket maximums.</li> <li>Plan deductible contributes towards your out-of-pocket maximum.</li> <li>Mental Health and Substance Use Disorder covered expenses contribute towards your out-of-pocket maximum.</li> <li>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> </ul>		

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 Choice Fund Health Savings Account (HSA) Open Access Plus - Proclaim BE - TOE HDHP OAP Consurante's Plan HDHFQNDPQ1VCHSAFVCHSAIHDRFQIHDRIQ  
 - 6846329, Version# 12

Benefit	In-Network	Out-of-Network
<b>Physician Services</b>		
<b>Physician Office Visit – Primary Care Physician (PC/P/S) Specialist</b>	After the plan deductible is met your plan pays 100%	After the plan deductible is met, your plan pays 80%
<ul style="list-style-type: none"> <li>All services including Lab &amp; X-ray</li> </ul> NOTE: Obstetrician and Gynecologist (OB/GYN) visits are subject to either the PCP or Specialist cost share depending on how the provider contracts with Cigna (i.e. as PCP or as Specialist)		
<b>Surgery Performed in Physician's Office</b>	After the plan deductible is met your plan pays 100%	After the plan deductible is met, your plan pays 80%
<b>Allergy Treatments/Injections Performed in Physician's Office</b>	After the plan deductible is met your plan pays 100%	After the plan deductible is met, your plan pays 80%
<b>Allergy Serum</b>	After the plan deductible is met your plan pays 100%	After the plan deductible is met, your plan pays 80%
<ul style="list-style-type: none"> <li>Dispensed by the physician in the office</li> </ul>		
<b>Cigna Telehealth Connection Services</b>	After the plan deductible is met your plan pays 100%	Not Covered
<ul style="list-style-type: none"> <li>Includes charges for the delivery of medical and health-related consultations via secure telecommunications technologies, telephones and internet only when delivered by contracted medical telehealth providers (see details on myCigna.com)</li> </ul>		
<b>Preventive Care</b>		
<b>Preventive Care</b>	Plan pays 100%	After the plan deductible is met, your 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 when billed as part of office visit.</li> </ul>		
<b>Immunizations</b>	Plan pays 100%	After the plan deductible is met, your plan pays 80%
<b>Mammogram, PAP, and PSA Tests</b>	Plan pays 100%	Plan pays based on place of service.
<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>		
<b>Inpatient</b>		
<b>Inpatient Hospital Facility</b>	After the plan deductible is met your plan pays 100%	After the plan deductible is met, your plan pays 80%
Semi-Private Room: In-Network. Limited to the semi-private negotiated rate / Out-of-Network: Limited to semi-private rate Private Room: In-Network. Limited to the semi-private negotiated rate / Out-of-Network: Limited to semi-private rate Special Care Units (Intensive Care Unit (ICU), Critical Care Unit (CCU)): In-Network: Limited to the negotiated rate / Out-of-Network: Limited to ICU/CCU daily room rate		
<b>Inpatient Hospital Physician's Visit/Consultation</b>	After the plan deductible is met your plan pays 100%	After the plan deductible is met, your plan pays 80%

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 Choice Fund Health Savings Account (HSA) Open Access Plus - Proclaim BE - TOE HDHF OAP Coinsurance Plan HDHFQHDPC1CHSAFCHSA/HDRFQ/HDRIC  
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Benefit	In-Network	Out-of-Network
<b>Inpatient Professional Services</b> <ul style="list-style-type: none"> <li>For services performed by Surgeons, Radiologists, Pathologists and Anesthesiologists</li> </ul>	After the plan deductible is met, your plan pays 100%.	After the plan deductible is met, your plan pays 80%.
<b>Outpatient</b>		
<b>Outpatient Facility Services</b>	After the plan deductible is met, your plan pays 100%.	After the plan deductible is met, your 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>	After the plan deductible is met, your plan pays 100%.	After the plan deductible is met, your plan pays 80%.
<b>Short-Term Rehabilitation - PCP</b>	After the plan deductible is met, your plan pays 100%.	After the plan deductible is met, your plan pays 80%.
<b>Short-Term Rehabilitation - Specialist</b>	After the plan deductible is met, your plan pays 100%.	After the plan deductible is met, your plan pays 50%.
<b>Contract Year Maximums:</b> <ul style="list-style-type: none"> <li>Pulmonary Rehabilitation, Cognitive Therapy, Physical Therapy, Occupational Therapy and Chiropractic Care – Unlimited days</li> </ul>		
<b>Note:</b> Therapy days, provided as part of an approved Home Health Care plan, accumulate to the applicable outpatient short term rehab therapy maximum.		
<b>Cardiac Rehabilitation</b> <ul style="list-style-type: none"> <li>Cardiac Rehabilitation – 30 days</li> </ul>	After the plan deductible is met, your plan pays 100%.	After the plan deductible is met, your plan pays 80%.
<b>Note:</b> 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>	After the plan deductible is met, your plan pays 100%.	After the plan deductible is met, your plan pays 80%.
<b>Skilled Nursing Facility, Rehabilitation Hospital, Sub-Acute Facility</b> <ul style="list-style-type: none"> <li>180 days maximum per Contract Year</li> </ul>	After the plan deductible is met, your plan pays 100%.	After the plan deductible is met, your plan pays 80%.
<b>Durable Medical Equipment</b> <ul style="list-style-type: none"> <li>Unlimited maximum per Contract Year</li> </ul>	After the plan deductible is met, your plan pays 100%.	After the plan deductible is met, your 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>	Your plan pays 100%	After the plan deductible is met, your plan pays 80%.
<b>External Prosthetic Appliances (EPA)</b> <ul style="list-style-type: none"> <li>Unlimited maximum per Contract Year</li> </ul>	After the plan deductible is met, your plan pays 100%.	After the plan deductible is met, your plan pays 80%.

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Choice Fund Health Savings Account (HSA) Open Access Plus - Proclaim BE - TOE HDHP OAP Coinsurance Plan HDHFQHDQ1K1CHSAFCHSAIHDRFQHDRIQ - 6845329, Version# 12

Benefit	Benefit	
	In-Network	Out-of-Network
Routine Foot Disorders	Not Covered	Not Covered
Hearing Aid	After the plan deductible is met, your plan pays 100%	After the plan deductible is met, your plan pays 80%
<ul style="list-style-type: none"> <li>Coverage through age 12</li> </ul>		
Hearing Exam	After the plan deductible is met, your plan pays 100%	After the plan deductible is met, your plan pays 80%
<ul style="list-style-type: none"> <li>One exam every two Contract Years</li> </ul>		
Early Intervention Services	After the plan deductible is met, your plan pays 100%	After the plan deductible is met, your plan pays 80%
<ul style="list-style-type: none"> <li>Birth to 3 years</li> </ul>		
Wigs	After the plan deductible is met, your plan pays 100%	After the plan deductible is met, your plan pays 100%
<ul style="list-style-type: none"> <li>Unlimited maximum per Contract Year</li> </ul>		
<b>Medical Specialty Drugs</b>		
Inpatient		
<ul style="list-style-type: none"> <li>This benefit applies to the cost of the Infusion Therapy drugs administered in an Inpatient Facility. This benefit does not cover the related Facility or Professional charges.</li> </ul>	After the plan deductible is met, your plan pays 100%	After the plan deductible is met, your plan pays 80%
Outpatient Facility Services		
<ul style="list-style-type: none"> <li>This benefit applies to the cost of the Infusion Therapy drugs administered in an Outpatient Facility. This benefit does not cover the related Facility or Professional charges.</li> </ul>	After the plan deductible is met, your plan pays 100%	After the plan deductible is met, your plan pays 80%
Physician's Office		
<ul style="list-style-type: none"> <li>This benefit applies to the cost of targeted Infusion Therapy drugs administered in the Physician's Office. This benefit does not cover the related Office Visit or Professional charges.</li> </ul>	After the plan deductible is met, your plan pays 100%	After the plan deductible is met, your plan pays 80%
Home		
<ul style="list-style-type: none"> <li>This benefit applies to the cost of targeted Infusion Therapy drugs administered in the patient's home. This benefit does not cover the related Professional charges.</li> </ul>	After the plan deductible is met, your plan pays 100%	After the plan deductible is met, your plan pays 80%

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Choice Fund Health Savings Account (HSA) Open Access Plus - Proclaim BE - TOE HDHP OAP Coinsurance Plan HDHFQ/HDPQ1CHSAFICHSW/HDRFQ/HDRIQ  
- 6545329, version# 12

**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
Laboratory	Covered same as plan's Physician's Office Services	Covered same as plan's Physician's Office Services	Plan pays 100% ^	Plan pays 80% ^	Covered same as plan's Emergency Room/Urgent Care Services	Covered same as plan's Emergency Room/Urgent Care Services	Plan pays 100% ^	Plan pays 80% ^
Radiology	Covered same as plan's Physician's Office Services	Covered same as plan's Physician's Office Services	Not Applicable	Not Applicable	Covered same as plan's Emergency Room/Urgent Care Services	Covered same as plan's Emergency Room/Urgent Care Services	Plan pays 100% ^	Plan pays 80% ^
Advanced Radiology Imaging	Covered same as plan's Physician's Office Services	Covered same as plan's Physician's Office Services	Not Applicable	Not Applicable	Covered same as plan's Emergency Room/Urgent Care Services	Covered same as plan's Emergency Room/Urgent Care Services	Covered same as plan's Outpatient Facility Services	Covered same as plan's Outpatient Facility Services
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			
Emergency Care	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network
Urgent Care	Plan pays 100% ^	Plan pays 100% ^	Plan pays 100% ^	Plan pays 100% ^	Plan pays 100% ^	Plan pays 100% ^	Plan pays 100% ^	Plan pays 100% ^
*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		Outpatient Services			
Hospice Bereavement Counseling	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network
	Plan pays 100% ^	Plan pays 80% ^	Plan pays 100% ^	Plan pays 80% ^	Plan pays 100% ^	Plan pays 100% ^	Plan pays 80% ^	Plan pays 80% ^
Note: Services provided as part of Hospice Care Program								
Note: Services where plan deductible applies are noted with a caret (^).								

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Choice Fund Health Savings Account (HSA) Open Access Plus - Procla m BE - TOE HDHP GAP Concurrence Plan HDHFQHDPO1CHSAF1CHSAHDFRFDHDFR1Q

Benefit	Initial Visit to Confirm Pregnancy		Global Maternity Fee (All Subsequent Prenatal Visits, Postnatal Visits and Physician's Delivery Charges)		Office Visits in Addition to Global Maternity Fee (Performed by OB/GYN or Specialist)		Delivery - Facility (Inpatient Hospital, Birthing Center)	
	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network
Maternity	Covered same as plan's Physician's Office Services	Covered same as plan's Physician's Office Services	Plan pays 100% <sup>a</sup>	Plan pays 80% <sup>a</sup>	Covered same as plan's Physician's Office Services	Covered same as plan's Physician's Office Services	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		Outpatient Professional Services	
	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network
Abortion (Elective and non-elective procedures)	Covered same as plan's Physician's Office Services	Covered same as plan's Physician's Office Services	Plan pays 100% <sup>a</sup>	Plan pays 80% <sup>a</sup>	Plan pays 100% <sup>a</sup>	Plan pays 80% <sup>a</sup>	Plan pays 100% <sup>a</sup>	Plan pays 80% <sup>a</sup>
Family Planning - Men's Services	Covered same as plan's Physician's Office Services	Covered same as plan's Physician's Office Services	Plan pays 100% <sup>a</sup>	Plan pays 80% <sup>b</sup>	Plan pays 100% <sup>a</sup>	Plan pays 80% <sup>a</sup>	Plan pays 100% <sup>a</sup>	Plan pays 80% <sup>a</sup>
Includes surgical services, such as vasectomy (excludes reversals)								
Family Planning - Women's Services	Plan pays 100%	Covered same as plan's Physician's Office Services	Plan pays 100%	Plan pays 80% <sup>a</sup>	Plan pays 100%	Plan pays 100%	Plan pays 100%	Plan pays 80% <sup>a</sup>
Includes surgical services, such as tubal ligation (excludes reversals) Contraceptive devices as ordered or prescribed by a physician.								

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Choice Fund Health Savings Account (HSA) Open Access Plus - Proclaim BE - TOE HDHP OAP Coinsurance Plan HDHFQ/HDPO1:CHSAF/CHSAIHDRFO/HDRI0 - 8846329, Version# 12

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>Infertility</b>	Covered same as plan's Physician's Office Services	Covered same as plan's Physician's Office Services	Plan pays 100% <sup>a</sup>	Plan pays 80% <sup>a</sup>	Plan pays 100% <sup>a</sup>	Plan pays 80% <sup>a</sup>	Plan pays 100% <sup>a</sup>	Plan pays 80% <sup>a</sup>	Plan pays 100% <sup>a</sup>	Plan pays 80% <sup>a</sup>
Infertility covered services: lab and radiology test, counseling, surgical treatment, includes artificial insemination, n-vitro fertilization, GIFT, ZIFT, etc. Unlimited lifetime maximum										
<b>TMI, Surgical and Non-Surgical</b>	Covered same as plan's Physician's Office Services	Covered same as plan's Physician's Office Services	Plan pays 100% <sup>a</sup>	Plan pays 80% <sup>a</sup>	Plan pays 100% <sup>a</sup>	Plan pays 80% <sup>a</sup>	Plan pays 100% <sup>a</sup>	Plan pays 80% <sup>a</sup>	Plan pays 100% <sup>a</sup>	Plan pays 80% <sup>a</sup>
Services provided on a case-by-case basis. Always excludes appliances & orthodontic treatment. Subject to medical necessity. Unlimited maximum per lifetime										
Note: Services where plan deductible applies are noted with a caret (^).										
Benefit	Inpatient Hospital Facility				Inpatient Professional Services					
	Cigna LifeSOURCE Transplant Network <sup>o</sup> Facility In-Network	Non-Lifesource Facility In-Network	Out-of-Network	Cigna LifeSOURCE Transplant Network <sup>x</sup> Facility In-Network	Non-Lifesource Facility In-Network	Out-of-Network	Out-of-Network	Out-of-Network		
<b>Organ Transplants</b>	Plan pays 100% <sup>a</sup>	Plan pays 100% <sup>a</sup>	Plan pays 80% <sup>a</sup>	Plan pays 100% <sup>a</sup>	Plan pays 100% <sup>a</sup>	Plan pays 100% <sup>a</sup>	Plan pays 100% <sup>a</sup>	Plan pays 80% <sup>a</sup>		
* Travel Maximum - Cigna LifeSOURCE Transplant Network <sup>o</sup> Facility In-Network: \$10,000 maximum per Transplant										
Note: Services where plan deductible applies are noted with a caret (^).										
Benefit	Inpatient				Outpatient - All Other Services					
	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network		
<b>Mental Health</b>	No charge <sup>a</sup>	Plan pays 80% <sup>a</sup>	No charge <sup>a</sup>	Plan pays 80% <sup>a</sup>	No charge <sup>a</sup>	Plan pays 80% <sup>a</sup>	No charge <sup>a</sup>	Plan pays 80% <sup>a</sup>		
<b>Substance Use Disorder</b>	No charge <sup>a</sup>	Plan pays 80% <sup>a</sup>	No charge <sup>a</sup>	Plan pays 80% <sup>a</sup>	No charge <sup>a</sup>	Plan pays 80% <sup>a</sup>	No charge <sup>a</sup>	Plan pays 80% <sup>a</sup>		
Note: Services where plan deductible applies are noted with a caret (^).										

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Choice Fund Health Savings Account (HSA); Open Access Plus Proclaim BE - TOE HDHP CAP Cairns-Jance Plan HDHFQ/HDPQ1/CHSAT/CI/ISAW/IDRFQ/HDRC

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Benefit	Inpatient		Outpatient - Physician's Office		Outpatient - All Other Services	
	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network
<p>Notes: Dexis is covered under medical.</p> <ul style="list-style-type: none"> <li>• Unlimited maximum per Contract Year</li> <li>• Services are paid at 100% after you reach your out-of-pocket maximum</li> <li>• Inpatient includes Residential Treatment</li> <li>• Outpatient includes Individual, Intensive Outpatient, Behavioral Telehealth Consultation, and Group Therapy; also Partial Hospitalization</li> </ul>						
<b>Mental Health and Substance Use Disorder Services</b>						
<b>Mental Health/Substance Use Disorder Utilization Review, Case Management and Programs</b>						
<p>Cigna Total Behavioral Health - Inpatient and Outpatient Management</p> <ul style="list-style-type: none"> <li>• Inpatient utilization review and case management</li> <li>• Outpatient utilization review and case management</li> <li>• Partial Hospitalization</li> <li>• Intensive outpatient programs</li> <li>• Changing Lives by Integrating Mind and Body Program</li> <li>• Lifestyle Management Programs: Stress Management, Tobacco Cessation and Weight Management.</li> <li>• Narcotic Therapy Management</li> <li>• Complex Psychiatric Case Management</li> </ul>						
<b>Pharmacy</b>						
<b>Cost Share and Supply</b>						
<p>Cigna Pharmacy Cost Share</p> <ul style="list-style-type: none"> <li>• Retail - up to 90-day supply (except Specialty up to 30-day supply)</li> <li>• Home Delivery - up to 90-day supply</li> </ul>						
			<p><b>Retail (per 30-day supply):</b>            Generic: You pay \$5<sup>a</sup>            Preferred Brand: You pay \$25<sup>a</sup>            Non-Preferred Brand: You pay \$40<sup>a</sup></p>		<p><b>Retail:</b>            You pay 20%<sup>a</sup>            Your plan pays 80%</p>	
			<p><b>Retail (per 90-day supply):</b>            Generic: You pay \$10<sup>a</sup>            Preferred Brand: You pay \$50<sup>a</sup>            Non-Preferred Brand: You pay \$80<sup>a</sup></p>		<p><b>Home Delivery:</b>            Not Covered</p>	
			<p><b>Home Delivery (per 90-day supply):</b>            Generic: You pay \$10<sup>a</sup>            Preferred Brand: You pay \$50<sup>a</sup>            Non-Preferred Brand: You pay \$80<sup>a</sup></p>			

7/1/2015  
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 - 6646329, Version# 12

## Pharmacy

### In-Network

### Out-of-Network

- Retail drugs for a 30 day supply may be obtained In-Network at a wide range of pharmacies across the nation although prescriptions for a 90 day supply (such as maintenance drugs) will be available at select network pharmacies
- **Cigna 90 Day Program:** You can choose to fill your medications in a 30- or 90-day supply. If you choose to fill a 30-day prescription, it can be filled at a my network retail pharmacy or Cigna Home Delivery. If you choose to fill a 90-day prescription, it must be filled at a 90-day network retail pharmacy or Cigna Home Delivery to be covered by the plan.
- Specialty medications are used to treat an underlying disease which is considered to be rare and chronic including, but not limited to, multiple sclerosis, hepatitis C or rheumatoid arthritis. Specialty Drugs may include high cost medications as well as medications that may require special handling and close supervision when being administered.
- When patient requests brand drug, patient pays the generic cost share plus the cost difference between the brand and generic drugs up to the cost of the brand drug (unless the physician indicates "Dispense As Written" DAWW).
- Your pharmacy benefits share an annual deductible and out-of-pocket maximum with the medical/behavioral benefits. The applicable cost share for covered drugs applies after the combined deductible has been met.
- If you receive a supply of 34 days or less at home delivery (including a Specialty Prescription Drug), the home delivery pharmacy cost share will be adjusted to reflect a 30-day supply.

## Drugs Covered

### Prescription Drug List:

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

Some highlights:

- Coverage includes Self Administered injectables and optional injectable drugs – but excludes infertility drugs.
- Contraceptive devices and drugs are covered with federally required products covered at 100%.
- Insulin, glucose test strips, lancets, insulin needles & syringes, insulin pens and cartridges are covered.
- Lifestyle drugs are covered - limited to sexual dysfunction.
- Oral Fertility drugs are covered.
- Prescription vitamins are covered.
- Prescription smoking cessation drugs are covered.

## Pharmacy Program Information

### Pharmacy Clinical Management

Your plan features drug management programs and edits to ensure safe prescribing, and access to medications proven to be the most reliable and cost effective for the medical condition, including:

- Prior authorization requirements.
- Quantity limits, including maximum daily dose edits, quantity over time edits, duration of therapy edits, and dose optimization edits
- Age edits, and refill-too-soon edits
- Plan exclusion edits
- Your plan includes Specialty Drug Management features, such as prior authorization and quantity limits, to ensure the safe prescribing and access to specialty medications.
- Your plan includes access to the TheraCana® program which works with customers to help them better understand their condition, medications and their side effects in addition to why it's important to take their medications exactly as prescribed by a physician.

7/1/2018

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## Additional Information

<p><b>Case Management</b>          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>	<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 Assessments</li> <li>• Health and Wellness Coaching</li> <li>• Gaps in Care Coaching</li> <li>• Treatment Decision Support</li> <li>• Educate and Refer</li> </ul> <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 (200%) 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>Medicare Coordination</b>          In accordance with the Social Security Act of 1985, this plan will pay as the Secondary plan to Medicare Part A and B as follows:          (a) a former Employee such as a retiree, a former Disabled Employee, a former Employee's Dependent, or an Employee's Domestic Partner who is also eligible for Medicare and whose insurance is continued for any reason as provided in this plan (including COBRA continuation);          (b) an Employee, a former Employee, an Employee's Dependent, or former Employee's Dependent, who is eligible for Medicare due to End Stage Renal Disease after that person has been eligible for Medicare for 30 months.</p> <p>When a person is eligible for Medicare A and B as described above, this plan will pay as the Secondary Plan to Medicare Part A and B regardless if the person is actually enrolled in Medicare Part A and/or Part B and regardless if the person seeks care at a Medicare Provider or not for Medicare covered services.</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>
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 - R346329 - Version# 12

## Additional Information

**Pre-Certification - Continued Stay Review - PHS Inpatient** - required for all inpatient admissions in-network; Coordinated by your physician

- The lesser of 50% of covered expenses or \$500 penalty applied to hospital inpatient charges for failure to contact Cigna Healthcare to pre-certify admission.
- Benefits are denied for any admission reviewed by Cigna Healthcare and not certified.
- Benefits are denied for any additional days not certified by Cigna Healthcare.

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

Holistic health support for the following chronic health conditions:

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

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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

## 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 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 co-insurance 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.

**Place of service** - Your plan pays based on where you receive services. For example, for hospital stays, your coverage is paid at the inpatient level.

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

**Professional Services** - Services performed by Surgeons, Assistant Surgeons, Hospital Based Physicians, Radiologists, Pathologists and Anesthesiologists

**Trait 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.

7/1/2018

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Choice Fund Health Savings Account (HSA); Open Access Plus - Proclaim BE - TOE HDHP OAP Co Insurance Plan HDHFQ/HDQ11CHSAFCHSAIHPDRTOIIDRIQ - 8046339; Version# 12

## 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 are not limited to):

- Care for health conditions that are required by state or local law to be treated in a public facility
- Care required by state or federal law to be supplied by a public school system or school district.
- Care for military service disabilities treatable through governmental services if you are legally entitled to such treatment and facilities are reasonably available.
- Treatment of an Injury or Sickness which is due to war, declared, or undeclared, riot or insurrection.
- Charges which you are not obligated to pay or for which you are not billed or for which you would not have been billed except that they were covered under this plan. For example, if Cigna determines that a provider is or has waived, reduced, or forgiven any portion of its charges and/or any portion of copayment, deductible, and/or coinsurance amount(s) you are required to pay for a Covered Expense (as shown on the Schedule) without Cigna's express consent, then Cigna in its sole discretion shall have the right to deny the payment of benefits in connection with the Covered Expense or reduce the benefits in proportion to the amount of the copayment, deductible, and/or coinsurance amounts waived, forgiven or reduced, regardless of whether the provider represents that you remain responsible for any amounts that your plan does not cover. In the exercise of that discretion Cigna shall have the right to require you to provide proof sufficient to Cigna that you have made your required cost share payment(s) prior to the payment of any benefits by Cigna. This exclusion includes, but is not limited to, charges of a Non-Participating Provider who has agreed to charge you or changed you at an in-network benefits level or some other benefits level not otherwise applicable to the services received. Provided further, if you use a coupon provided by a pharmaceutical manufacturer or other third party that discounts the cost of a prescription medication or other product, Cigna may, in its sole discretion, reduce the benefits provided under this plan in proportion to the amount of the Copayment, Deductible, and/or Coinsurance amounts to which the value of the coupon has been applied by the Pharmacy or other third party, and/or exclude from accumulation toward any plan Deductible or Out-of-Pocket Maximum the value of any coupon applied to any Copayment, Deductible and/or Coinsurance you are required to pay.
- Charges arising out of or related to any violation of a healthcare-related state or federal law or which themselves are a violation of a healthcare-related state or federal law.
- Assistance in the activities of daily living, including but not limited to eating, bathing, dressing or other Custodial Services or self-care activities, homemaker services and services primarily for rest, convalescent or convalescent care.
- For or in connection with experimental, investigational or unproven services.
- Experimental, investigational and unproven services are medical, surgical, diagnostic, psychiatric, substance use disorder or other health care technologies, supplies, treatments, procedures, drug therapies or devices that are determined by the utilization review Physician to be:
  - o Not demonstrated, through existing peer-reviewed, evidence-based, scientific literature to be safe and effective for treating or diagnosing the condition or sickness for which its use is proposed;
  - o Not approved by the U.S. Food and Drug Administration (FDA) or other appropriate regulatory agency to be lawfully marketed for the proposed use;
  - o The subject of review or approval by an Institutional Review Board for the proposed use except as provided in the "Clinical Trials" section of this plan;
- The subject of an ongoing phase I, II or III clinical trial, except for routine patient care costs related to qualified clinical trials as provided in the "Clinical Trials" section(s) of this plan.
- Cosmetic surgery and therapies. Cosmetic surgery or therapy is defined as surgery or therapy performed to improve or alter appearance or self-esteem.
- The following services are excluded from coverage regardless of clinical indications: Acupuncture; Dance therapy, Movement therapy; Applied kinesiology; and Rolling.

7/1/2018

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Choice Fund Health Savings Account (HSA) Open Access Plus - Proclaim BE - TOE HDHP OAP Coinsurance Plan HDHFQ/HDPO1/CHSAFCHSA/HDHFQ/HDRIQ - 6846326 - Version 11 12

## Exclusions

- 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 for 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.
- Medical and Hospital care and costs for the infant child of a Dependent, unless this infant child is otherwise eligible under this plan.
- Non-medical counseling and/or ancillary services including, but not limited to, Custodial Services, educational services, vocational counseling, training and rehabilitation services, behavioral training, biofeedback, hypnosis, sleep therapy, return to work services, work hardening programs and driver safety courses.
- 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, child 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, such as supports (except for custom molds and diabetic shoes), elastic stockings, garter belts, corsets and dentures.
- Aids or devices that assist with non-verbal communications, including but not limited to communication boards, pre-recorded speech devices, laptop computers, desktop computers, Personal Digital Assistants (PDAs), Braille typewriters, visual alert systems for the deaf and memory books.
- Eyeglass lenses and frames and contact lenses (except for the first pair of contact lenses for treatment of keratoconus or post cataract surgery).
- Routine refractions (unless coverage is specifically provided under this plan), 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, non-prescription 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 cards 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.

7/1/2016

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## Exclusions

- 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.
- Cosmetics, dietary supplements and health and beauty aids.
- Medical treatment for a person age 65 or older, who is covered under this plan as a retiree, or their Dependent, when payment is denied by the Medicare plan because treatment was received from a non-participating provider.
- Medical treatment when payment is denied by a Primary Plan because treatment was received from a non-participating provider.
- For or in connection with an injury or sickness arising out of, or in the course of, any employment for wage or profit.
- Charges for the delivery of medical and health-related services via telecommunications technologies, including telephonic and internet, unless provided as specifically described under the benefit section.
- 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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## Proficiency of Language Assistance Services

**English** – ATTENTION: Language assistance services, free of charge, are available to you. For current Cigna customers, call the number on the back of your ID card. Otherwise, call 1.800.244.6224 (TTY: Dial 711).

**Spanish** – ATENCIÓN: Hay servicios de asistencia de idiomas, sin cargo, a su disposición. Si es un cliente actual de Cigna, llame al número que figura en el reverso de su tarjeta de identificación. Si no lo es, llame al 1.800.244.6224 (los usuarios de TTY deben llamar a 711).

**Chinese** – 注意：我們 為您提供免費語言協助服務。對於 Cigna 的現任客戶，請致電您的 ID 卡背面的服務熱線。其他客戶請致電 1.800.244.6224（聽障專線：711）。

**Vietnamese** – Xin lưu ý: Quý vị được cấp dịch vụ trợ giúp về ngôn ngữ miễn phí. Danh cho khách hàng hiện tại của Cigna, vui lòng gọi số ở mặt sau thẻ ID của bạn. Các trường hợp khác xin gọi số 1.800.244.6224 (TTY: Quay số 711).

**Korean** – 주의: 한국어를 사용하시는 경우, 이미 지원 서비스는 무료로 이용하실 수 있습니다. 현재 Cigna 가입사님들에게서는 ID 카드 뒷면에 있는 전화번호로 연락하십시오. 기타 다른 경우에는 1.800.244.6224 (TTY: 다이얼 711)번으로 전화하십시오.

**Tagalog** – PALANAWA: Maging libre ang mga serbisyo sa tulugan sa wika nang libre. Para sa mga kasalukuyang customer ng Cigna, tawagan ang numero sa likuran ng iyong ID card. O kaya, tumawag sa 1.800.244.6224 (TTY: 1-dial ang 711).

**Russian** – ВНИМАНИЕ: вам могут предоставить бесплатные услуги перевода. Если вы уже участвуете в плане Cigna, позвоните по номеру, указанному на обратной стороне вашей идентификационной карточки участника плана. Если вы не являетесь участником одного из наших планов, позвоните по номеру 1.800.244.6224 (TTY: 711).

Cigna 提供免費阿拉伯語協助服務。請致電您的 ID 卡背面的服務熱線。其他客戶請致電 1.800.244.6224 (聽障專線：711)。

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**French Croole** – ATTENTION: Ces services de langue vous sont gratuits. Si vous êtes un client actuel de Cigna, veuillez appeler le numéro indiqué au verso de votre carte d'identité. Sinon, veuillez appeler le numéro 1.800.244.6224 (ATS : contactez le numéro 711).

**Portuguese** – ATENÇÃO: Todos os nossos serviços de assistência linguística, totalmente gratuitos. Para clientes Cigna atuais, ligue para o número que se encontra no verso do seu cartão de identificação. Caso contrário, ligue para 1.800.244.6224 (Dispas livres TTY: marque 711)

**Polish** – UWAGA: w celu skorzystania z dostępczych bezpłatnej pomocy językowej, obecnym klientom Cigna mogą dzwonić pod numer podany na odwrocie karty identyfikacyjnej. Wszystkie inne osoby prosimy o skorzystanie z numeru 1.800.244.6224. (TTY: wybierz 711).

**Japanese** – 注意事項：日本語サポートは、無料の言語支援サービスをご利用いただけます。現在のCignaのお客様は、IDカード背面の電話番号まで、お電話にてご連絡ください。その他の方は、1.800.244.6224 (TTY: 711) までの電話にまでご連絡ください。

**Italian** – ATTENZIONE: Sono disponibili servizi di assistenza linguistica gratuiti. Per i clienti Cigna attuali, chiamare il numero sul retro della tessera di identificazione. In caso contrario, chiamare il numero 1.800.244.6224 (utenli TTY: chiamare il numero 711).

**German** – ACHTUNG: Die Leistungen der Sprachunterstützung stehen Ihnen kostenlos zur Verfügung. Wenn Sie gegenwärtiger Cigna-Kunde sind, rufen Sie bitte die Nummer auf der Rückseite Ihrer Krankenversicherungskarte an. Andernfalls rufen Sie 1.800.244.6224 an (TTY: Wählen Sie 711).

**Persian (Farsi)** – توجه: خدمات کمک زبانی به صورت رایگان به شما ارائه می شود. برای مشتریان فعلی Cigna، لطفاً با شماره روی کارت پشت کارت شناسایی تماس بگیرید. در غیر اینصورت، با شماره 1.800.244.6224 (شماره تلفن رایگان و تلفن بین المللی: 711) تماس بگیرید.

**APPENDIX D**

**Town of Enfield- All 1029 Employees**

**CIGNA Dental PPO Benefit Summary Effective 07/01/2011**



This is a summary of benefits for your PPO plan. All deductibles, plan maximums, and service specific maximums (dollar and occurrence) cross accumulate between in and out of network.

CIGNA Radius Network Benefits	CIGNA Dental PPO	
	In-Network	Out-of-Network
<b>Calendar Year Maximum</b> (Class I and II Expenses)	Unlimited	Unlimited
<b>Calendar Year Deductible</b>		
Per Individual	\$0	\$0
Per Family	\$0	\$0
<b>Class I Expenses - Preventive &amp; Diagnostic Care</b>	100%, No Deductible	100%, No Deductible
Oral Exams Cleanings Periodontal Cleanings Routine X-Rays Non-Routine X-Rays Fluoride Application Sealants Space Maintainers (limited to non-orthodontic treatment) Emergency Care to Relieve Pain		
<b>Class II Expenses - Basic Restorative Care</b>	100%, No Deductible	100%, No Deductible
Repairs - Dentures Oral Surgery - Simple Extractions Oral Surgery - All Except Simple Extraction Endodontics Hemi-Section Apicoectomy Root Canal Therapy Fillings Retrograde Fillings Relining of Dentures Stainless Steel Crowns Surgical Extraction of Impacted Teeth		
<b>Class III Expenses - Major Restorative Care</b>	50% , No Deductible	50%, No Deductible
Repairs - Bridges, Crowns, and Inlays Recement - Bridges, Crowns, and Inlays Dentures Post & Care Overdenture Add to Dentures Bridges Crowns / Inlays / Onlays		
<b>Class IV Expenses - Orthodontia</b>	Not Covered	
<b>Missing Tooth Provision</b>	No Limit	
<b>Late Entrant Limit</b>	No coverage until next open enrollment	
<b>Pretreatment Review</b>	Available on a voluntary basis when extensive work in excess of \$200 is proposed.	
<b>Out-of-Network Reimbursement</b>	Paid as Billed	
<b>Student/Dependent Age</b>	26/26	

	<b>A</b>			<b>N</b>	
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