

**AGREEMENT
BETWEEN**

TOWN OF ENFIELD

&

**ENFIELD SUPERVISORY UNIT
CSEA/SEIU LOCAL 2001, CTW**

July 1, 2019 – June 30, 2022

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APPLICATION OF AGREEMENT

This Agreement shall apply to all supervisory employees of the Town of Enfield in those titles listed in the Recognition Agreement for Case No. ME-16,380 dated May 16, 1994 excluding all other positions, temporary employees who work less than six (6) months and seasonal employees.

ARTICLE 1 RECOGNITION

SECTION 1. CSEA/SEIU LOCAL 2001, CTW is recognized as the exclusive bargaining agent of all employees, as defined below, for the purposes of collective bargaining with respect to wages, hours of employment and other conditions of employment.

SECTION 2. The term "Employer" shall mean the Town of Enfield, Connecticut, a municipal employer.

SECTION 3. The term "Union" shall mean CSEA/SEIU LOCAL 2001, CTW.

SECTION 4. The terms "Contract" and "Agreement" shall mean the complete agreement and its specific terms.

SECTION 5. The term "Employee" shall mean those supervisory persons employed by the Employer as defined in the Application of Agreement.

SECTION 6. The Town may employ temporary or seasonal employees provided no members of this bargaining unit who are qualified to perform the work involved are on layoff at the time.

ARTICLE 2 MANAGEMENT RIGHTS

SECTION 1. 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, powers and authority are specifically relinquished, abridged or limited by the provisions of this Agreement, it shall have the sole and unquestioned right, responsibility and prerogative of management of the affairs of the Town and direction of the working forces, including but not limited to the following:

- A. To determine the care, maintenance and operation of equipment and property used for and in behalf of the purposes of the Town.

B. To establish or 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, transfer, promote or demote employees, or to lay off, 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 the 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 insure the incidental duties connected with departmental operations, whether enumerated in job descriptions or not, shall be performed by employees.

H. To establish contract 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. All work customarily performed by the employees of the bargaining unit shall be continued to be so performed.

I. To create job specifications and revise existing job specifications, subject to the Union's right to challenge the accuracy of the new or revised job specification, or the propriety of the assigned wage rate, through the grievance procedure.

J. In those instances where Town employees are not available to perform the work, the Town reserves the right to contract out the work until Town employees are available.

ARTICLE 3 **UNION SECURITY**

SECTION 1. Employees may voluntarily become members of the Union in good standing and pay monthly union dues established by the Union or voluntarily pay a monthly agency fee at a rate established by the Union, neither of which is required as a condition of employment. The Town will maintain the current practice of forwarding to the Union Officer copies of offer letters for all bargaining unit positions.

SECTION 2. The Town agrees to deduct monthly union dues, or the monthly agency fee in lieu thereof, from the pay of employees who give voluntary written authorization to the Town for such deductions and to transmit dues or fees collected to the authorized Union Officer designated in writing to the Director of Human Resources of the Town of Enfield by the President and Treasurer of the Union. Should an employee who is voluntarily paying services fees revoke such authorization at any time, the Town will immediately cease those deductions pursuant to the revocation and as required by law. Should an employee who is voluntarily paying Union dues revoke such authorization, the Town will inform the Union of the revocation.

SECTION 3. Upon receipt of a membership list submitted by the Union, the Town agrees to verify with ten (10) working days via electronic notification that the Town's records accurately reflect the membership status of each employee list provided by the Union. The Town agrees to work with the Union to identify any discrepancies between the membership list and its records.

SECTION 4. The obligation of the Town for funds actually deducted under this Article terminates upon the delivery of the deductions so made to the person authorized to receive such amounts from the Town. Neither any employee nor the Union shall have any claim against the Town for errors in the processing of deductions unless a claim of error is made in writing to the Finance Director within ninety (90) calendar days after the date such deductions were or should have been made.

SECTION 5. The Union agrees to indemnify and save harmless the Town for any liability or sums which the Town is required to pay as the result of any claim arising out of the Town's compliance with or enforcement of the provisions of this Article.

SECTION 6. Within thirty (30) days the Town shall notify the Union of any new employees hired who are covered under this collective bargaining agreement.

ARTICLE 4
GRIEVANCE PROCEDURE

SECTION 1. A grievance shall be defined as a complaint concerning working conditions, disciplinary action, or a claimed violation, misinterpretation or misapplication of a specific provision of this Agreement.

SECTION 2. Procedure.

STEP ONE: Any employee who has a grievance shall reduce the grievance to writing and shall submit the grievance within ten (10) calendar days of the event to his Department Head setting forth the facts of the grievance, the Agreement provisions, if any, in question and the remedy requested. Within ten (10) calendar days after said Department Head receives such grievance, he or his designated representative shall give the Union his answer to the grievance in writing.

STEP TWO: If the employee is dissatisfied with the Department Head's decision he/she may appeal to the Human Resources Director within ten (10) calendar days of the Department Head's decision. The Human Resources Director shall reply within ten (10) calendar days of receipt of such written complaint.

STEP THREE: If the employee and his representative, if represented, are not satisfied with the decision rendered by the Human Resources Director, the employee may submit the grievance to the Town Manager or his designee, in writing, within ten (10) calendar days of the date of the answer at Step Two, and the Town Manager shall render a written decision to the employee and his representative, if represented, within ten (10) calendar days of receipt of the grievance.

STEP FOUR:

A. Mediation. If the employee and representative are not satisfied with the decision rendered, the grievance may be submitted at the request of the Union within ten (10) calendar days to mediation of the grievance before the Connecticut State Board of Mediation and Arbitration. Mediation may be waived at either party's request on discharge cases, or mutually waived for all other cases.

B. Arbitration. If the grievance is not resolved through mediation, the grievance may be submitted to arbitration, in writing, by the Union with a copy to the Town, within ten (10) calendar days of the completion of mediation. Arbitration shall be before the Connecticut State

Board of Mediation and Arbitration except that all grievances concerning suspension and discharge, and any other grievance on which the parties mutually agree, shall be submitted to an arbitrator who is either mutually selected by the parties or selected in accordance with the procedures of the American Arbitration Association. In the case of arbitration by a private or AAA arbitrator, the parties shall share equally the cost of arbitration. The decision of the arbitrator(s) shall be final and binding on both parties.

SECTION 3. All grievances and answers thereto shall be set forth in writing.

SECTION 4. Nothing contained therein shall prevent any employee from presenting his own grievance and representing himself in these procedures up to but not including arbitration.

SECTION 5. Failure at any step to appeal shall be considered acceptance of the decision rendered.

SECTION 6. The resolution of a grievance, at any step, will be set forth in writing and signed by the parties directly concerned with said resolution.

SECTION 7. Time extensions beyond those stipulated in the grievance procedure may be arrived at by mutual agreement of the parties concerned.

SECTION 8. The arbitrator(s) shall have no authority to add to or subtract from, or otherwise modify the terms of this Agreement.

SECTION 9. Failure of the Town, the employees or the Union to insist upon compliance with a specific provision of this Agreement at any given time or times, 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, provided the circumstances are the same.

ARTICLE 5 **DISCIPLINE**

SECTION 1. Disciplinary actions shall include:

- A. verbal warning (reduced to writing);
 - B. written warning;
 - C. suspension without pay;
 - D. discharge.
- Any of the aforementioned may be independently invoked.

SECTION 2. All suspensions and discharges of permanent employees must be for just cause and must be stated in writing with reason given and a copy given to the employee and steward at the time of the suspension or discharge.

SECTION 3. Written warnings or letters of reprimand shall be given no effect for purposes of progressive discipline removed after one (1) year for minor offenses and two (2) years for serious offenses.

ARTICLE 6
ATTENDANCE AND LEAVES

SECTION 1. General Policy. Leave is any authorized absence during regularly scheduled work hours that is approved by proper authority. Leave may be authorized with or without pay and shall be granted in accordance with this Agreement on the basis of the work requirements of the departments and whenever possible, the personal wishes of the employee.

SECTION 2. Types of Leave. The following types of leave are officially established:

- | | |
|-----------------------|-------------------------|
| a. Holiday Leave | f. Vacation Leave |
| b. Sick Leave | g. Childrearing Leave |
| c. Injury Leave | h. Other Leave with Pay |
| d. Compensatory Leave | i. Leave Without Pay |
| e. Personal Leave | |

SECTION 3. For all leaves other than holiday, sick or injury leave, a written request on a form prescribed by the Human Resources Director indicating the type of leave, duration and dates of departure and return must be approved by the department head prior to the taking of leave. For personal leave and other leave with or without pay, the employee may be required to inform his/her department head of the reason for requesting such leave.

SECTION 4. Unless an absence is substantiated by a request for leave or a return to work form approved by the department head, an employee shall not be paid for any absence from scheduled work hours. All such forms shall be forwarded by the department head to the Human Resources Department where they shall be filed as part of the employee's attendance record.

ARTICLE 7
HOLIDAYS

SECTION 1. The following holidays shall be observed as days off with full pay:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Washington's Birthday	Veterans' Day
Good Friday	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	(1) Floating Holiday

In addition, each employee shall receive either Lincoln's Birthday or the day after Thanksgiving off at the Town's discretion.

SECTION 2. Should any of the dates listed above fall on a Sunday, the holiday shall be observed on the following Monday. If a holiday falls on a Saturday, employees shall be granted equivalent time off on the Friday immediately preceding such Saturday or given another day off in lieu thereof. The floating holiday must be used within the fiscal year and is scheduled 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.

SECTION 3. Each employee's holiday pay shall be computed at his/her regular daily rate.

SECTION 4. Whenever any of these holidays shall occur when an employee is out on paid sick leave, the employee shall be paid for the holiday and no charge to sick leave shall be made for that day.

SECTION 5. In order to receive pay for an observed holiday, an employee must be in a work or paid leave status on his scheduled workday immediately preceding and following the holiday.

SECTION 6. In addition to the above stated holidays, employees may be granted other holidays when Town services are closed due to the requirements of State Statute or proclamation.

SECTION 7. Employees who are eligible for overtime payment for work performed on a holiday, as provided in Article 12, Section 1, shall receive such payment in addition to holiday pay. If an employee who is not eligible for overtime payment under Article 12, Section 1, is required to work on an observed holiday, the employee shall be granted a substitute day off at a time mutually agreed to between the employee's immediate supervisor and the employee. Substitute holiday time off shall be taken within the fiscal year in which the holiday fell and shall not be accumulated.

**ARTICLE 8
VACATIONS**

SECTION 1. Annual vacation leave with pay shall be earned by all regular full-time employees in the following manner:

<u>Full Years Of Service</u> Date of Hire through 4th full year	<u>Days Per Full Month of Continuous Service</u> 5/6 day	<u>Maximum Earned Days Per year of Continuous Service</u> 10 days
More than 4 years through 6th full year	1 1/4 days	15 days
More than 6 years through 9th full year	1 1/3 days	16 days
More than 9 years through 12th full year	1 1/2 days	18 days
More than 12 full years	1 2/3 days	20 days
More than 25 full years	1 1/12 days	25 ¹ days

SECTION 2. Vacation time must be used within one (1) year from the date when it accrues, or it will be forfeited, unless other arrangements are approved in writing by the Town Manager. Vacations are not cumulative and employees will not be allowed to carry over any vacation time that exceeds their annual maximum amount. Vacation leave may not be granted until an employee has served a minimum six (6) months of continuous service. Accrued vacation earned prior to the implementation of this Agreement shall not be forfeited.

SECTION 3. Employees shall apply for vacation leave 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 department or its divisions.

¹ 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.

SECTION 4. 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.

SECTION 5. An employee who becomes ill while 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.

SECTION 6. Employees who are transferred, promoted or demoted from a position in one department to a position in another department, without a break in continuity of service, shall carry their accrued vacation leave with them to their new position.

SECTION 7. In the event of an employee's death, his spouse, and/or minor children and, if none, his estate, shall receive, on the basis of the employee's current wages, full compensation of any accumulated vacation leave.

SECTION 8. Since the purpose of vacation leave is rest and relaxation, no additional salary shall be paid an employee in lieu of vacation.

SECTION 9. Vacation leave shall be determined by the length of continuous service. For purposes of computing vacation leave, employees who leave the Town service and are later restored shall be considered as new employees.

SECTION 10. 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) 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 reasons for leaving the employ of the Town. Normally, leave time shall not be granted during said required period of notice.

ARTICLE 9 **SICK LEAVE**

SECTION 1. Amount of Sick Leave. Each employee shall be eligible for sick leave with pay during and after his or her probationary period. Sick leave shall be computed on an hourly basis at the rate of one and one-quarter days for each full month worked, or fifteen (15) days per year with no limit on the number of days accumulated for the purpose of illness as described in Section 2 below. Sick leave shall be charged in units of not less than one (1) hour.

SECTION 2. Use of Sick Leave. 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.

SECTION 3. Proof of Illness. In the event of three (3) or more consecutive days of absence on authorized sick leave, a doctor's certificate or other proof of illness shall be required upon request. The Town may investigate any absence for which sick leave is requested and may require medical documentation from the employee's physician for questionable or excessive absences.

SECTION 4. Report of Illness. On the first day of absence from work due to illness, the employee shall report his or her illness to his immediate supervisor not later than thirty (30) minutes after his or her scheduled work assignment.

SECTION 5. Sick Leave Accumulation Upon Retirement and Termination.

Any employee with ten (10) or more years of Town service who separates from the Town service in good standing shall have his or her total accumulation of sick leave time, not to exceed 120 days, transferred to his or her vacation time for the purposes of separation pay. Any employee with less than ten (10) years of Town service who separates from the Town service in good standing shall have one-quarter (1/4) of his or her total accumulation of sick leave, up to a maximum of thirty (30) days, transferred to the employee's balance of unused vacation for the purposes of separation pay.

SECTION 7. Payment Upon Death. In the event of an employee's death, his spouse, and/or minor children shall receive, on the basis of the employee's current wages, full compensation of any unused accumulated sick leave up to a maximum of one hundred twenty (120) days as severance pay.

SECTION 8. Catastrophic Leave. In the event of a non-occupational prolonged hospitalization, terminal illness or catastrophic illness or disease which has disabled an employee from the performance of his or her employment duties, the Town Manager may grant a leave with pay for a period not to exceed forty-five (45) working days commencing when all other leave benefits have been exhausted. Such leave shall not be cumulative and shall cease upon the employee's return to work or the expiration date of such leave, whichever comes first. The Town Manager may grant extensions of such leave for periods not to exceed a total accumulation of forty-five (45) days.

During such catastrophic leave, the employee's insurance benefits shall continue in effect.

SECTION 9. Sick Leave Bank.

A. The requesting employee or his/ her designated representative should make an application in writing to the Human Resource Department 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 Director of Human Resources and Union President will meet to certify the eligibility of the applicant employee. If both Parties fail to reach an agreement, then said request will be sent to the Town Manager who will cast any tie breaking vote if needed. Requests will be based on:

1. The nature and duration of the illness.
2. The number of sick days, personal and vacation days remaining in the employees own account.
3. Both Parties shall take into account the expected duration of the absence, the employee's service record and shall consider any other legitimate reasons in granting an employee's request.

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.

**ARTICLE 10
OTHER LEAVES**

SECTION 1. Injury Leave. Injury leave, as distinguished from sick leave, shall mean leave with pay given to an employee due to absence from duty due to an accident or injury that occurred while the employee was engaged in the performance of his or her duties. Injuries arising out of an accident in the course of employment and while engaged in the performance of one's duties shall be reported immediately by the employee to his supervisor who shall make a full report on an Accident Report and Investigation Form to the Human Resources Director. Receipt of this report shall be a condition of payment of injury leave benefits. No payments shall be made if the accident or injury shall have been due to intoxication or willful misconduct on the part of the employee. 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 so that the employee shall be

compensated at the employee's regular rate of pay prior to such injury or disease for a period not to exceed twelve (12) months. At the end of said twelve (12) months, such supplemental benefits shall cease. In the case of injuries causing temporary disability for periods of time less than seven (7) days which are not wholly compensable under the Workers' Compensation insurance, the Town shall pay the employee's regular salary during the period of such absence. Lost time under injury leave shall not be charged to vacation or sick leave accruals. All employees shall continue to accrue seniority while on injury leave. 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 worker's compensation. Therefore, the employee will comply with reasonable requests for reporting to his supervisor during any such period of absence.

SECTION 2. Jury Duty. Regular employees shall be granted leave of absence with pay for required jury duty. In such cases, the employee shall receive that portion of his regular salary which will, together with the jury pay, equal his regular salary for the same pay period. The employee shall notify his Department Head of the scheduled jury duty in advance on a request for leave form as provided in Article 6, Section 3.

SECTION 3. Funeral Leave. 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 the clause, is defined as parents, grandparents, spouse, brother, sister, child or grandchild, step relation, son-in-law, daughter-in-law, brother-in-law, sister-in-law, parents-in-law, aunt, uncle and any relation who is domiciled in the employee's household.

SECTION 4. Military Leave.

A. A regular, full-time employee participating in required field training in the Federal Reserve or National Guard shall be entitled to absent himself/herself from his/her Town duties while engaged in such required field training. During this period, the employee shall be paid the difference, if any, between his/her regular and military salary. Military leave shall not exceed thirty (30) days in any calendar year. An employee participating in such reserve military training shall give his/her supervisor or Department Head sufficient advance notice on a request for leave form.

B. Employees entering the military service of the United States shall be entitled to indefinite leave without pay.

C. On return from military service, an employee shall be reinstated in his/her former job and shall receive credit for the yearly increments awarded during his/her absence on military service provided that he/she reports for duty within ninety (90) days of his discharge from military service or from hospitalization arising from such service.

D. The Town will pay to the employee's retirement fund the employer's annual assessment.

E. No employee shall lose any seniority standing because of military service, including service in the National Guards or organized reserves.

SECTION 5. Training. With approval of the Town Manager, leave of absence with pay may be granted by the Department Head for the purpose of allowing a regular employee to participate in conferences, seminars, training courses, and official meetings which enhance the employee's value to the Town.

SECTION 6. Personal Leave. All employees shall be eligible for a leave of absence with pay for a maximum of three (3) days per year noncumulative for the purpose of attending family obligations or other personal business which necessitates his or her attendance. An employee shall apply to his/her supervisor on a request for leave form in accordance with the provisions of Article 6, Section 3.

SECTION 7. Family Medical Leave. An employee may be granted a leave of absence without pay under the Town of Enfield Family Medical Leave Policy as outlined in **Appendix B** (attached).

SECTION 8. Leave Without Pay. When the interest of the Town can be benefited, the Town Manager may grant or extend a leave of absence without pay to an employee. The employee's position shall remain vacant, or be filled by a temporary appointment, until the expiration of such leave. Such leave shall not exceed a total of six (6) months, unless extended by the Town Manager.

SECTION 9. Benefits While on Leave. If an employee is either on an approved leave of absence without pay for more than ten (10) working days in any calendar month, or is absent without leave for three (3) or more days in any calendar month without securing subsequent authority for such leave, he/she shall not accrue vacation or sick leave for that month. Any holiday occurring in conjunction with absence without leave, or without pay shall be forfeited by

the employee. For any employee who is granted a leave of absence without pay, except for Family Medical Leave under Section 7, for a period that exceeds one calendar month, such employee's insurance benefits shall terminate on the first of the month following unless such employee requests that his or her insurance benefits be continued and submit the premium costs for such benefits to the Town for the period of such absence in a manner prescribed by the Human Resources Department.

SECTION 10. Absence Without Leave. An absence of an employee from duty, including an absence for a whole or part of a day, that is not authorized by a specific grant of leave of absence under the provisions of this Agreement shall be deemed an absence without leave. Any such absence shall be without pay and may be subject to disciplinary action. Any employee who is absent from work for three (3) consecutive work days, or on three (3) separate occasions without notifying his or her Department Head of the reason for such absence or absences shall be considered to have resigned from the Town service and shall be terminated. Sick and vacation leave will not accrue for any employee who is out of work for thirty (30) calendar days while on a worker's compensation leave until said employee returns to a regular work status.

SECTION 11. Union Business Leave. Two Union officials shall be allowed the required time without loss of pay to attend official Union conventions and conferences, not to exceed seven (7) working days each per year.

SECTION 12. Rest Periods. Each employee shall be permitted a fifteen (15) minute rest period non-cumulative during each half of the daily schedule, if convenient to the operation of the Town.

ARTICLE 11 HOURS OF WORK

SECTION 1. The regular hours of work for all bargaining unit employees except as listed in Sections 2 and 3 below shall be thirty-five (35) hours per week, Monday through Friday, with a minimum of seven (7) hours per day. Normally, the scheduled work day shall be either 8:00 a.m. to 4:00 p.m. or 9:00 a.m. to 5:00 p.m., with a one (1) hour lunch. Said hours may be restructured depending on the need of the division, department or Town, and such restructuring may be determined by the Town Manager after consultation with the appropriate department head and the employee(s) involved. Individuals covered under this section are expected to work whatever hours are required to fulfill their responsibilities to the Town. Employees are required to provide their department with a current telephone number and to respond upon contact when reasonably

possible.

SECTION 2. The regular hours of employment for the positions of WPC Superintendent, Fleet Services Supervisor, Recreation Supervisor and Assistant Director Highway/RRM (current Recreation Supervisor and Assistant Director Highway/RRM are grandfathered at 35 hours/wk.), shall be forty (40) hours per week consisting of five (5) work days of eight (8) hours each scheduled in accordance with the needs of the division. Individuals in these positions may be required to report earlier or work later than their regular hours depending on the need of the division, department and the Town.

SECTION 3. The regular hours of employment for the position of Head Teacher shall be thirty-five (35) hours consisting of five (5) work days of seven (7) hours each with a minimum one (1) hour lunch period scheduled in accordance with the needs of the day care programs. Employees in these positions may be required to report earlier or work later than their regular hours depending on the need of the division, department and the Town.

SECTION 4. Other schedules or exceptions to the normal work week and/or work day, including flexible hours, may be required depending on the needs of the divisions, department and Town.

SECTION 5. The service week is a period beginning at 12:01 a.m. Sunday and ending at 12:00 midnight the following Saturday.

ARTICLE 12

COMPENSATION FOR OVERTIME WORK

SECTION 1. Compensatory time off equivalent to the actual additional hours worked beyond the regularly scheduled hours may be granted and used in accordance with the needs of the department, division or Town. Effective upon Union ratification & Town Council adoption of this contract and every year thereafter, employees will be allowed to carry forward up to 40 hours of earned compensatory time from the previous fiscal year. Any earned compensatory time that exceeded 40 hours from the prior fiscal year shall be forfeited.

No payment for unused compensatory time shall be made upon termination of employment for any reason and compensatory time may not be used for terminal leave. Employees are not eligible to receive payment in lieu of compensatory time.

ARTICLE 13
MANAGEMENT RESPONSIBILITIES

The Town and the Union recognize that the positions represented by CSEA/SEIU LOCAL 2001, CTW are and have always been management positions. Management responsibilities shall be apparent both in Unit members' supervision and direction of subordinate employees and in their attention to the Town's mission of serving the residents of Enfield. The Unit is obligated to ensure that its members, as part of Management, actively support the efforts of the Town Administration to maintain essential Town services especially in times of emergency and to work to minimize the critical hardship that may otherwise befall the residents of the Town of Enfield.

ARTICLE 14
WAGES AND CLASSIFICATIONS

SECTION 1. The Classification and Salary Plan in effect prior to the application of the general wages increases set forth below is attached to this agreement as **Appendix A** (attached). The Human Resources Director shall have discretion to offer new employees or employees who post for the job within the organization a starting salary of plus or minus five (5) percent of the current wage stated in **Appendix A**.

SECTION 2. Classification Review. Any employee who believes his position is not properly classified may request the Town Manager to review such position. Within thirty (30) days after the receipt of such request, the Town Manager or the Human Resources Director shall conduct a study to determine the facts and shall meet with the employee(s) and/or his or her Union representative(s) for the purpose of reviewing the findings of the study. The Town Manager or the Human Resources Director shall render his decision in writing to the employee, the Union and the Department Head within fifteen (15) days after such meeting.

SECTION 3. All employees will be paid through direct deposit effective July 1, 2000 and will furnish the Finance Department the necessary information to arrange for said deposit.

SECTION 4. Effective June 30, 2004 the Town may elect to switch to a two (2) week payroll.

SECTION 5. Effective July 1, 2019, all hourly rates on the base wage schedules in effect on June 30, 2019 shall be increased by zero percent (0.0%).

SECTION 6. Effective July 1, 2020, all hourly rates on the base wage schedules in effect on June 30, 2020 shall be increased by three percent (3%).

SECTION 7. Effective July 1, 2021, all hourly rates on the base wage schedules in effect on June 30, 2021 shall be increased by three percent (3%).

ARTICLE 15
INSURANCE

SECTION 1. Health Insurance. The Town shall provide the following insurance program for those employees and their eligible dependents who choose to enroll in such insurance program.

SECTION 2. Employee Contributions Toward Insurance Program.

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%) of the cost of his or her insurance coverage through payroll deductions.

Effective July 1, 2021, 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, 2021, employees' who have spouses that have not received a physical examination for the previous year, as determined by the Town, shall be deemed as not meeting the Wellness Program requirements and will be required to pay the increased rate for the applicable year.

SECTION 3. High Deductible Health Care Plan with a Health Savings Account.

Effective July 1, 2017 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 benefits are outlined in **Appendix C** (attached).

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 15th of each year of the contract.

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.

SECTION 4. Life Insurance. The Town shall pay the full cost of group life insurance in the amount of \$100,000 for each employee. Retirees shall receive life insurance in the amount of \$5,000 paid by the Town.

SECTION 5. Accidental Death and Dismemberment. This insurance, in addition to the life insurance plan, is payable if an employee suffers any of the losses listed below as a result of and within ninety (90) days from the date of an accident occurring while insured as provided by the

insurance contract then in force. The Town shall pay the full premium for such coverage. For loss of:

Life	\$30,000
Both Hands, Both Feet or Sight of Both Eyes.....	\$30,000
Any Combination of Foot, Hand or Sight of One Eye..	\$30,000
One Hand, One Foot or Sight of One Eye.....	\$15,000

SECTION 6. Disability Income Protection. The Town shall pay the full cost of each employee's weekly disability benefits of \$250.00 per week for a maximum of thirteen (13) weeks, commencing upon the exhaustion of the employee's accrued benefit time and any donated benefit time, for total disability as a result of an accidental injury or sickness as provided by the insurance contract in force.

SECTION 7. Change of Carriers. The Town may from time to time change the carriers for any of the insurance programs, provided that the benefits shall be equivalent or better than those provided.

SECTION 8. Blue Cross 65/ Blue Shield 65 - Retired Employees.

A. Eligibility. Any employee, with 10 years of service with the Town and who has worked for the Town until age 55 or later who is retired by the Town of Enfield under the Pension Plan provided by Article 16 of this Agreement or any employee who has 10 years of service with the Town and who has worked for the Town until age 55 or later who receives retirement income either from the Town or as a result of service with the Town, shall be eligible for BC/BS 65 upon attaining age 65.

B. Enrollment. Employees enrolled in the Town's group insurance plans shall automatically be enrolled in the Town's BC/BS 65 Plan for retirees. Retirees not enrolled in the Town's group BC/BS plans shall apply for membership in the Town's BC/BS 65 Plan upon attaining age 65.

C. Type of Plan and Benefits. The hospital and medical insurance plan shall be the Connecticut Blue Cross 65/ Blue Shield 65 Plan as prescribed by the Blue Cross/ Blue Shield contract in force.

D. The Town shall pay the full Connecticut Blue Cross 65/ Blue Shield 65 premium of each subscribing retiree.

E. Retirees shall be able to purchase Blue Cross/ Blue Shield 65 coverage for their spouses at the Town's COBRA rate. Early retirees shall be able to continue coverage for themselves and dependents provided that they pay the COBRA rate for such coverage in a timely manner.

SECTION 9. Health Insurance Buy-back. Effective January 1, 2001 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 \$1,000 (one thousand dollars), alternatively, an employee eligible for health and dental coverage for 2 or more persons who waives same shall receive \$1,500; 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 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, or October of each year.

ARTICLE 16

PENSION

SECTION 1. Employees are provided with retirement benefits under the Town of Enfield Pension Plan. Any changes made in the Plan which would decrease the benefits available to the employees or increase the rate of contribution by employees shall be done only through collective bargaining. A copy of the Pension Plan shall be provided to the Union.

SECTION 2. Employees shall be provided with an annual statement reflecting their current retirement status.

SECTION 3. Employees hired on or after July 1, 1999 must join the Town pension plan once they become 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, will be given the opportunity to join the plan each July. Once they join the plan they must remain members of the plan.

ARTICLE 17

SENIORITY

SECTION 1. Seniority shall be defined as an employee's length of continuous service within the

bargaining unit since the most recent date of hire. 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 Union.

SECTION 2. Officers and stewards of the Union shall have superseniority in the event of layoff, providing they have the qualifications to perform the work.

ARTICLE 18
PROBATIONARY PERIOD

SECTION 1. Purpose. The probationary or working test period shall be regarded as an integral part of the examination process and shall be utilized for closely observing the employee's work for securing the most effective adjustment of a new employee whose performance does not meet the required work standards.

SECTION 2. Duration of the Probationary Period. All new employees shall be required to complete successfully a working test during a probationary period as follows:

A. Employees shall serve a probationary period of six (6) months for original appointments and three (3) months for promotional or lateral appointments.

B. Extensions of the above probationary periods not to exceed two (2) months may be granted by the Town Manager upon request of the Department Head.

C. In the case of promotion during the original probationary period, the employee shall, before attaining the status of a regular employee, serve either the remainder of the original probationary period or the promotional period, whichever period is greater.

SECTION 3. Interruption of the Probationary Period. No leave from service during the probationary period, with or without pay shall be counted as a part of the total probationary service required, unless otherwise recommended by the appointing authority and approved by the Town Manager.

SECTION 4. Dismissal During Probationary Period For New Hires. At any time during the probationary period the appointing authority may remove an employee if, in the opinion of the appointing authority, the working test indicates that such employee is unable or unwilling to perform the duties of the position satisfactorily. Upon such removal, the appointing authority shall report to the Human Resources Director and to the employee removed his/her actions and reasons therefore. No appeal is allowable from dismissal during the probationary period of a new employee and such dismissal shall not be grieved under the grievance procedure by either the

probationary employee or the Union.

SECTION 5. Reinstatement to Former Class For Promoted Employees. An employee promoted or transferred who does not successfully complete his/her probationary period shall be transferred to a position in the class occupied by the employee immediately prior to his/her promotion whether from Supervisory or Professional & Technical Unit. If such position has already been filled, the original incumbent shall be eligible to exercise bumping rights to regain his/her former position.

ARTICLE 19
LAYOFF PROCEDURE

SECTION 1. Layoff Permitted. An appointing authority, with the approval of the Town Manager, may layoff an employee whenever it is deemed necessary by reason of shortage of work or funds, the abolition of the position, material change in the duties of the organization, or for other related reasons which are outside the employee's control and which do not reflect discredit on the service of the employee.

SECTION 2. Layoff Procedure. In the event of a layoff, an affected employee shall receive at least two (2) weeks written advance notice.

SECTION 3. Order of Layoff. In the event of layoffs within a particular classification, employees in that classification shall be laid off in reverse order of seniority with probationary employees and temporary employees subject to layoff first. In lieu of layoff, an affected employee may elect to displace the least senior employee in any equal or lower classification in the bargaining unit within a division for which the employee meets the requirements of the position.

SECTION 4. Recall. Employees who are laid off shall have recall rights for a period of sixteen (16) months from the date of layoff and only to the class within the department or division from which the employee was laid off. The most senior employee in the class laid off from the department or division shall be the first employee recalled to that class within the department or division involved from which the employee was laid off provided he is presently qualified to perform the work in the job classification to which he is recalled without further training beyond orientation. Employees shall have two (2) weeks from the date the Town sends a certified notice of recall to the employee at his last known address to return to the job.

SECTION 5. Grant Employees. Employees who are in positions funded by state or federal

grants shall be employed only as long as the funding continues. An employee whose grant funding ends may exercise bumping rights pursuant to Section 3 if desired.

ARTICLE 20
PROMOTIONS

SECTION 1. When the Town determines that a vacancy or new position shall be filled, the vacancy or new position shall be posted for a period of seven (7) working days and filled within a reasonable time thereafter.

SECTION 2. Bargaining unit employees who bid on the posted vacancy or new position within the posting period shall be given first consideration with respect to their candidacy for the position; however, if it is deemed by the Town that an outside candidate possesses greater skill and ability than any of the bargaining unit candidates, the Town may fill the vacancy or new position with such outside candidate.

SECTION 3. Seniority shall be a factor after the Town has assessed the skills and abilities of the bargaining unit candidates and when the skills and abilities of such bargaining unit candidates have been deemed by the Town to be equal, the Town shall appoint the most senior employee to the vacancy or new position.

ARTICLE 21
SAFETY AND HEALTH

SECTION 1. The Town Agrees to provide a safe work environment for all employees.

SECTION 2. A joint safety committee of the Town and the Union shall be formed and said committee shall meet to review and recommend safety and health conditions.

SECTION 3. The Town shall furnish safety helmets and safety glasses to any employee working in hazardous locations or with hazardous equipment and shall pay for the cost of replacement of employee's prescription glasses if broken at work.

In addition, for employees working in the Department of Public Works, the Town shall subsidize eligible employees up to fifty percent (50%) or reimburse up to \$300 employees that obtain prescription safety eyeglasses. This benefit is determined solely by the Director of Public Works and is based on availability of funds. This benefit will only be available one (1) time during the life of this contract, even if the employee breaks his/her original pair of safety glasses, the Town will not purchase a second pair. The safety glasses must conform to OSHA

1910.133 and the employee must show that the glasses meet the following criteria and are labeled as such: ANSI/ISEA Z87.1-2010, Impact Rated.

SECTION 4. The Town shall provide foul-weather gear, i.e., raincoats, rain hats, boots, gloves, etc., and replace as necessary to those employees of the Public Works Department where the need exists.

SECTION 5. The Town shall provide, free of charge to the employee, medical injections for immunizations from the common and contagious diseases during the period of time generally administered by a physician to be provided by the Town. Dates will be determined in advance, whenever possible, to assure employees will receive the injections at the most effective times.

SECTION 6. The Town agrees to continue its practice of providing uniforms to employees in the Public Works Divisions who are currently utilizing them.

SECTION 7. The Town agrees to continue the practice of paying meal money to the employees of the Public Works Department who were receiving it prior to the contract.

ARTICLE 22
NONDISCRIMINATION

Neither the Town nor the Union shall discriminate against any employee on the basis of race, color, religion, national origin, age, sex, marital status, sexual orientation, physical or mental disability, union activity or political activity, or any other non-job related characteristic. Whenever the male gender is used in this Agreement, it shall be construed to include equally both male and female employees.

ARTICLE 23
NO STRIKE - NO LOCKOUT

SECTION 1. No Strike. The Union, its officers, agents or employees agree that they will not instigate, promote, sponsor, engage in or condone any strike (including sympathy strikes), slowdown, or any other concerted stoppage of work. Employees who are not on duty maintain their right of freedom of expression provided there is no breach of this Section.

SECTION 2. No Lockout. The Town will not instigate a lockout over a dispute with the Unit so long as there is no breach of Section 1 of this Article.

ARTICLE 24
MISCELLANEOUS

SECTION 1. Evaluations. Employees shall be given a copy of their evaluation form at the time they are required to sign it.

SECTION 2. Copies of Agreement. The Town will provide each employee with a copy of this Agreement within thirty (30) days after the effective date of this Agreement. New employees will be given a copy of this Agreement at the time of hire.

SECTION 3. Deferred Compensation Plan. The Town shall continue established procedures for enrolling members of the bargaining unit in the deferred compensation plan(s). Participation in this plan shall be at the discretion of each individual employee.

SECTION 4. Professional Fees and Licenses. The Town shall pay the cost of work related and professional fees or licenses and the annual maintenance of such licenses if the Town requires them as a condition of employment.

SECTION 5. Non-Waiver of Claim. Failure of the Town, the employees or the Union to insist upon compliance with a specific provision of this Agreement at any given time or times, shall not operate to waive or modify such provision in any manner whatsoever to render it unenforceable as to any other time or times or as to any other occurrences, provided the circumstances are the same.

SECTION 6. Mileage Reimbursement. Employees who use a privately owned automobile for the conduct of Town business or who are currently receiving a mileage allowance shall be reimbursed for all mileage driven in the conduct of Town business at the IRS rate currently in effect.

SECTION 7. Assignment of Town Vehicles. Pool cars may be made available for the Building Inspection Division, Social Services Department and Town Planning Department per the guidelines agreed on May 8, 1991. Those not using pool vehicles and who currently receive a monthly stipend or who are assigned a vehicle shall continue to receive such stipend or vehicle, in accordance with current practice. The parties agree that employees will only be allowed to take a town vehicle home with the approval of their department head and that any previous practice/approval of taking a vehicle home is nullified.

SECTION 8. Bulletin Boards. One (1) bulletin board shall be reserved at an accessible place in

each of three (3) designated work areas for the exclusive use of the Union for the posting of official Union notices.

ARTICLE 25
SAVINGS CLAUSE

SECTION 1. Should any article, section or portion thereof of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction or the Connecticut State Board of Labor Relations, such decisions shall apply only to the specific article, section or portion thereof directly related to the decision. Upon issuance of such a decision, the parties agree, where applicable, to negotiate a substitute for the invalidated article, section or portion thereof.

Section 2. This contract represents complete collective bargaining and full agreement between the parties to rates of pay, wages, hours of employment, benefits, pensions or other conditions of employment which shall prevail during the term of this agreement. The parties agree that this language does not abridge an employee's rights as described in the State of Connecticut Municipal Employee's Relation Act (MERA).

ARTICLE 26
FSA AND CHET PLANS

SECTION 1. The Town's flexible spending 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 the employees opting to enroll in the account and plan. Enrollment is optional to all employees covered by this Agreement.

SECTION 2. The Town will provide for payroll deduction of contributions to the Connecticut Higher Education Trust fund for all employees who wish to contribute to this fund.

ARTICLE 27
DURATION

SECTION 1. This contract shall be in full force and effect from July 1, 2019 through June 30, 2022 and shall continue in effect thereafter, unless amended or modified in the manner prescribed below, or terminated in accordance with the law. Wage increases which bear an effective date prior to the execution of this Agreement shall be implemented retroactive to the date indicated. All other changes shall be implemented as soon as possible after execution of this Agreement, except where other specific effective dates are called for in this Agreement.

SECTION 2. Between the first day of January and the first day of February, 2022 either party

may notify the other party if it wishes to amend or modify the contract as of July 1, 2022 Within thirty (30) days of such notification, the party receiving such notification shall meet with the other party to discuss the proposed amendments or modifications.

SIGNED ON THIS 30 DAY OF JULY IN THE YEAR 2020 BY:

TOWN OF ENFIELD

LOCAL 2001, CSEA

Christopher W. Parsons

Harri Eccles

Steve V. Belenda

Francine Puma

APPENDIX A

Salary	Department Classifications	Increase	Fiscal Year	Annual Salary
1	Head Teacher (T065)	0.00%	7/1/2019	\$51,620
		3.00%	7/1/2020	\$53,169
		3.00%	7/1/2021	\$54,764
2	Head Teacher (T065)	0.00%	7/1/2019	\$55,879
		3.00%	7/1/2020	\$57,555
		3.00%	7/1/2021	\$59,282
3	Youth Services Coordinator (T069)	0.00%	7/1/2019	\$57,114
	(30 hours)	3.00%	7/1/2020	\$58,827
		3.00%	7/1/2021	\$60,592
4	Bus Transportation Director (T941)	0.00%	7/1/2019	\$66,155
		3.00%	7/1/2020	\$68,140
		3.00%	7/1/2021	\$70,184
5	Director Child Development (T060)	0.00%	7/1/2019	\$80,185
		3.00%	7/1/2020	\$82,591
		3.00%	7/1/2021	\$85,068
6	Asst. Dir. PW/Business Oper. Mgr. (T053)	0.00%	7/1/2019	\$90,712
		3.00%	7/1/2020	\$93,433
		3.00%	7/1/2021	\$96,236

Salary	Department Classifications	Increase	Fiscal Year	Annual Salary
7	Fleet Manager (T078)	0.00%	7/1/2019	\$91,713
	(40 hours)	3.00%	7/1/2020	\$94,464
		3.00%	7/1/2021	\$97,298
8	Asst. Director of Public Works (T027)	0.00%	7/1/2019	\$98,728
	(40 hours)	3.00%	7/1/2020	\$101,690
		3.00%	7/1/2021	\$104,741
9	Building Official (T071)	0.00%	7/1/2019	\$102,238
		3.00%	7/1/2020	\$105,305
		3.00%	7/1/2021	\$108,464
10	Superintendent of WPC (T074)	0.00%	7/1/2019	\$110,000
	(40 hours)	3.00%	7/1/2020	\$113,300
		3.00%	7/1/2021	\$116,699
11	Senior Asst. Town Attorney (T070)	0.00%	7/1/2019	\$114,266
		3.00%	7/1/2020	\$117,694
		3.00%	7/1/2021	\$121,225
12	Supervisor of Assessment & Revenue	0.00%	7/1/2019	\$116,771
	(T051)	3.00%	7/1/2020	\$120,274
		3.00%	7/1/2021	\$123,882

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

ISSUES	PERSONAL SERIOUS HEALTH CONDITION	BIRTH, ADOPTION OR FOSTER CARE	SERIOUS HEALTH CONDITION OF CHILD, PARENT OR SPOUSE
Employment Eligibility	Employed at least 12 Months and work at least 1250 hours during the fiscal year.	Same	Same
Effective Date	August 5, 1993 for non-bargaining unit employees; February 5, 1994 for union members.	Same	Same
Who qualifies?	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>
Serious Health Condition Defined	<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
Ability to Temporarily Transfer to Another Position	Yes, if employee is on intermittent or reduced leave to position of equivalent pay and benefits.	Same	Same
Provisions if Both Spouses Work For the Town	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.
Restoration to Position	<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
Notification	Employee must provide 30 days notice when need for leave is foreseeable. Otherwise notice must be given as soon as practicable.	Same	Same
Medical Certification	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	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
	requests (if applicable).		
Second and Third Opinions	<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 1st 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>
Certification for Return to Work	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. FAMILY/MEDICAL LEAVE POLICY	Not applicable.
Relationship to Paid Leave	<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.
Sick Leave and Vacation Leave Accruals	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	Same	Same

ISSUES	PERSONAL SERIOUS HEALTH CONDITION	BIRTH, ADOPTION OR FOSTER CARE	SERIOUS HEALTH CONDITION OF CHILD, PARENT OR SPOUSE
	accrue during the employee's use of paid sick leave and/or paid vacation leave for any portion of FMLA leave.		
Maintenance of Medical, Dental and Life Insurance Benefits	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.	Same	Same

<i>ISSUES</i>	<i>PERSONAL SERIOUS HEALTH CONDITION</i>	<i>BIRTH, ADOPTION OR FOSTER CARE</i>	<i>SERIOUS HEALTH CONDITION OF CHILD, PARENT OR SPOUSE</i>
<i>MISCELLANEOUS</i>	<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>		

APPENDIX C

SUMMARY OF BENEFITS



Cigna Health and Life Insurance Co.
For - Enfield & Board of Education, Town of
Open Access Plus Plan
HDHPQ Active Town Plan
Effective - 07/01/2020

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

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

Plan Highlights

	In-Network	Out-of-Network
Lifetime Maximum	Unlimited	Unlimited
Plan Coinsurance	Your plan pays 100%	Your plan pays 80%
Maximum Reimbursable Charge	Not Applicable	200%
	Individual: \$1,500 Family: \$3,000	Individual: \$1,500 Family: \$3,000

Contract Year Deductible

- The amount you pay for all covered expenses counts towards both your in-network and out-of-network deductibles.
- Plan deductible always applies before any copay or coinsurance.
- All family members contribute towards the family deductible. An individual cannot have claims covered under the plan coinsurance until the total family deductible has been satisfied.
- This plan includes a combined Medical/Pharmacy plan deductible.

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

Contract Year Out-of-Pocket Maximum	In-Network	Out-of-Network
	Individual: \$3,000 Family: \$6,000	Individual: \$3,000 Family: \$6,000

- The amount you pay for all covered expenses counts towards both your in-network and out-of-network out-of-pocket maximums.
- Plan deductible contributes towards your out-of-pocket maximum.
- All copays and benefit deductibles contribute towards your out-of-pocket maximum.
- Mental Health and Substance Use Disorder covered expenses contribute towards your out-of-pocket maximum.
- 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%.
- This plan includes a combined Medical/Pharmacy out-of-pocket maximum.

Benefit

In-Network

Out-of-Network

Physician Services - Office Visits

Physician Office Visit – Primary Care Physician (PCP)/Specialist

After the plan deductible is met,
your plan pays 100%

After the plan deductible is met,
your plan pays 80%

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).

Surgery Performed in Physician's Office

After the plan deductible is met,
your plan pays 100%

After the plan deductible is met,
your plan pays 80%

Allergy Treatment/Injections Performed in Physician's Office

After the plan deductible is met,
your plan pays 100%

After the plan deductible is met,
your plan pays 80%

Allergy Serum

- Dispensed by the physician in the office

After the plan deductible is met,
your plan pays 100%

Not Covered

Cigna Telehealth Connection Services

- 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)

Plan pays 100%

After the plan deductible is met,
your plan pays 80%

Preventive Care

Preventive Care

- 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.

Plan pays 100%

After the plan deductible is met,
your plan pays 80%

Immunizations

Plan pays 100%

Coverage varies based on Place of Service

Mammogram, PAP, and PSA Tests

- Coverage includes the associated Preventive Outpatient Professional Services.
- Diagnostic-related services are covered at the same level of benefits as other x-ray and lab services, based on place of service.

Inpatient

Inpatient Hospital Facility Services

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

Inpatient Hospital Physician's Visit/Consultation

After the plan deductible is met,
your plan pays 100%

After the plan deductible is met,
your plan pays 80%

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Benefit	In-Network	Out-of-Network
Inpatient Professional Services • For services performed by Surgeons, Radiologists, Pathologists and Anesthesiologists	After the plan deductible is met, your plan pays 100%	After the plan deductible is met, your plan pays 80%
Outpatient		
Outpatient Facility Services	After the plan deductible is met, your plan pays 100%	After the plan deductible is met, your plan pays 80%
Outpatient Professional Services • For services performed by Surgeons, Radiologists, Pathologists and Anesthesiologists	After the plan deductible is met, your plan pays 100%	After the plan deductible is met, your plan pays 80%
Outpatient Therapy Services - PCP	After the plan deductible is met, your plan pays 100%	After the plan deductible is met, your plan pays 80%
Outpatient Therapy Services - Specialist	After the plan deductible is met, your plan pays 100%	After the plan deductible is met, your plan pays 80%
Contract Year Maximums: • Pulmonary Rehabilitation, Cognitive Therapy, Physical Therapy, Speech Therapy, Occupational Therapy and Chiropractic Care – Unlimited days		
Note: Therapy days, provided as part of an approved Home Health Care plan, accumulate to the applicable outpatient therapy services maximum.	After the plan deductible is met, your plan pays 100%	After the plan deductible is met, your plan pays 80%
Cardiac Rehabilitation - PCP	After the plan deductible is met, your plan pays 100%	After the plan deductible is met, your plan pays 80%
Cardiac Rehabilitation - Specialist	After the plan deductible is met, your plan pays 100%	After the plan deductible is met, your plan pays 80%
Contract Year Maximum: • Cardiac Rehabilitation – 36 days		
Note: Therapy days, provided as part of an approved Home Health Care plan, accumulate to the applicable outpatient therapy services maximum.		

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Benefit

In-Network

Out-of-Network

Other Health Care Facilities/Services

Home Health Care

(Includes outpatient private duty nursing subject to medical necessity)

- Unlimited days maximum per Contract Year

After the plan deductible is met,
your plan pays 100%

After the plan deductible is met,
your plan pays 80%

Skilled Nursing Facility, Rehabilitation Hospital, Sub-Acute Facilities

- 16 hour maximum per day
- 180 days maximum per Contract Year

After the plan deductible is met,
your plan pays 100%

After the plan deductible is met,
your plan pays 80%

Durable Medical Equipment

- Unlimited maximum per Contract Year

After the plan deductible is met,
your plan pays 100%

After the plan deductible is met,
your plan pays 80%

Breast Feeding Equipment and Supplies

- Limited to the rental of one breast pump per birth as ordered or prescribed by a physician
- Includes related supplies

Your plan pays 100%

After the plan deductible is met,
your plan pays 80%

External Prosthetic Appliances (EPA)

- Unlimited maximum per Contract Year

After the plan deductible is met,
your plan pays 100%

After the plan deductible is met,
your plan pays 80%

Routine Foot Disorders

Note: Services associated with foot care for diabetes and peripheral vascular disease are covered when approved as medically necessary.

Not Covered

Not Covered

Routine Hearing Exam

- One exam every two Contract Years

After the plan deductible is met,
your plan pays 100%

After the plan deductible is met,
your plan pays 80%

Hearing Aid

- Includes testing and fitting of hearing aid devices at Physician Office Visit cost share.

After the plan deductible is met,
your plan pays 100%

After the plan deductible is met,
your plan pays 80%

Early Intervention Services

- Birth to Age 3

After the plan deductible is met,
your plan pays 100%

After the plan deductible is met,
your plan pays 80%

Wigs

After the plan deductible is met,
your plan pays 100%

After the plan deductible is met,
your plan pays 100%

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Benefit

In-Network

Out-of-Network

Medical Specialty Drugs

Inpatient	<ul style="list-style-type: none"> 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. 		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"> 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. 		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"> 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. 		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"> 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. 		After the plan deductible is met, your plan pays 100%	After the plan deductible is met, your plan pays 80%

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% [^]

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

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

Benefit	Physician's Office		Independent Lab		Emergency Room/ Urgent Care Facility		Outpatient Facility	
	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network
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			
	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network
Emergency Care	Plan pays 100% ^	Plan pays 100% ^	Plan pays 100% ^	Plan pays 100% ^	Plan pays 100% ^	Plan pays 100% ^	Plan pays 100% ^	Not Applicable*
Urgent Care	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					
	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network
Hospice	Plan pays 100% ^	Plan pays 80% ^	Plan pays 100% ^	Plan pays 80% ^	Plan pays 100% ^	Plan pays 80% ^	Plan pays 80% ^	Plan pays 80% ^
Bereavement Counseling	Plan pays 100% ^							
Note: Services provided as part of Hospice Care Program								
Benefit	Initial Visit to Confirm Pregnancy		Global Maternity Fee (All Subsequent Prenatal Visits, Postnatal Visits and Physician's Delivery Charges)		Office Visits in Addition to Global Maternity Fee (Performed by OB/GYN or Specialist)		Delivery - Facility (Inpatient Hospital, Birthing Center)	
	In-Network	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% ^	Plan pays 80% ^	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

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Benefit	Physician's Office		Inpatient Facility		Outpatient Facility		Inpatient Professional Services		Outpatient Professional Services	
	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network
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% ^	Plan pays 80% ^	Plan pays 100% ^	Plan pays 80% ^	Covered same as plan's Inpatient Professional Services	Covered same as plan's Inpatient Professional Services	Covered same as plan's Outpatient Professional Services	Covered same as plan's Outpatient Professional Services
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% ^	Plan pays 80% ^	Plan pays 100% ^	Plan pays 80% ^	Covered same as plan's Inpatient Professional Services	Covered same as plan's Inpatient Professional Services	Covered same as plan's Outpatient Professional Services	Covered same as plan's Outpatient Professional Services
Family Planning - Women's Services	Plan pays 100%	Covered same as plan's Physician's Office Services	Plan pays 100%	Plan pays 80% ^	Plan pays 100%	Plan pays 80% ^	Plan pays 100%	Covered same as plan's Inpatient Professional Services	Plan pays 100%	Covered same as plan's Outpatient Professional Services
Includes surgical services, such as vasectomy (excludes reversals)										
Includes surgical services, such as tubal ligation (excludes reversals)										
Contraceptive devices as ordered or prescribed by a physician.										
Infertility	Covered same as plan's Physician's Office Services	Covered same as plan's Physician's Office Services	Plan pays 100% ^	Plan pays 80% ^	Plan pays 100% ^	Plan pays 80% ^	Covered same as plan's Inpatient Professional Services	Covered same as plan's Inpatient Professional Services	Covered same as plan's Outpatient Professional Services	Covered same as plan's Outpatient Professional Services
Infertility covered services: lab and radiology test, counseling, surgical treatment, includes artificial insemination, in-vitro fertilization, GIFT, ZIFT, etc.										
Unlimited maximum per lifetime										
TMJ, Surgical and Non-Surgical	Covered same as plan's Physician's Office Services	Covered same as plan's Physician's Office Services	Plan pays 100% ^	Plan pays 80% ^	Plan pays 100% ^	Plan pays 80% ^	Covered same as plan's Inpatient Professional Services	Covered same as plan's Inpatient Professional Services	Covered same as plan's Outpatient Professional Services	Covered same as plan's Outpatient Professional Services
Services provided on a case-by-case basis. Always excludes appliances & orthodontic treatment. Subject to medical necessity.										
Unlimited maximum per lifetime										

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Benefit	Inpatient Hospital Facility				Inpatient Professional Services			
	Cigna LifeSOURCE Transplant Network @ Facility In-Network	Non-LifeSOURCE Facility In-Network	Out-of-Network	Cigna LifeSOURCE Transplant Network @ Facility In-Network	Non-LifeSOURCE Facility In-Network	Out-of-Network	Out-of-Network	
Organ Transplants	Plan pays 100% ^	Plan pays 100% ^	Plan pays 80% ^	Plan pays 100% ^	Covered same as plan's Inpatient Professional Services	Covered same as plan's Inpatient Professional Services		
	* Travel Maximum - Cigna LifeSOURCE Transplant Network@ Facility: In-Network: After the plan deductible is met, \$10,000 maximum per Transplant							
Benefit	Inpatient		Outpatient - Physician's Office		Outpatient - All Other Services			
	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network		
Mental Health	Plan pays 100% ^	Plan pays 80% ^	Plan pays 100% ^	Plan pays 80% ^	Plan pays 100% ^	Plan pays 80% ^		
Substance Use Disorder	Plan pays 100% ^	Plan pays 80% ^	Plan pays 100% ^	Plan pays 80% ^	Plan pays 100% ^	Plan pays 80% ^		
Note: Services where plan deductible applies are noted with a caret (^).								
Notes:								
<ul style="list-style-type: none"> • Unlimited maximum per Contract Year • Services are paid at 100% after you reach your out-of-pocket maximum. • Inpatient includes Acute Inpatient and Residential Treatment. • Outpatient - Physician's Office - may include Individual, family and group therapy, psychotherapy, medication management, etc. • Outpatient - All Other Services - may include Partial Hospitalization, Intensive Outpatient Services, Applied Behavior Analysis (ABA Therapy), etc. 								
Mental Health and Substance Use Disorder Services								
Mental Health/Substance Use Disorder Utilization Review, Case Management and Programs								
Cigna Total Behavioral Health - Inpatient and Outpatient Management								
<ul style="list-style-type: none"> • Inpatient utilization review and case management • Outpatient utilization review and case management • Partial Hospitalization • Intensive outpatient programs • Changing Lives by Integrating Mind and Body Program • Lifestyle Management Programs: Stress Management, Tobacco Cessation and Weight Management. • Narcotic Therapy Management • Complex Psychiatric Case Management 								

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Pharmacy

In-Network

Out-of-Network

Cost Share and Supply

Cigna Pharmacy Cost Share

- Retail – up to 90-day supply (except Specialty up to 30-day supply)
- Home Delivery – up to 90-day supply

Retail (per 30-day supply):

- Generic: You pay \$5
- Preferred Brand: You pay \$25
- Non-Preferred Brand: You pay \$40

Retail:

- You pay 20%
- Your plan pays 80%

Retail (per 90-day supply):

- Generic: You pay \$10
- Preferred Brand: You pay \$50
- Non-Preferred Brand: You pay \$80

Home Delivery:

Not Covered

Home Delivery (per 90-day supply):

- Generic: You pay \$10
- Preferred Brand: You pay \$50
- Non-Preferred Brand: You pay \$80

- 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 Now 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 must be filled at a 90-day network retail pharmacy or network home delivery pharmacy or network home delivery pharmacy. If you choose to fill a 90-day prescription, it must be filled at a 90-day network retail pharmacy or network home delivery pharmacy 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 brand 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" DAW). The applicable cost share for covered brand drug (unless the physician indicates "Dispense As Written" DAW).
- 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.

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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 check which drugs are included in your plan, please log on to myCigna.com.

Some highlights:

- Coverage includes Self Administered injectables and optional injectable drugs – includes 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 over time 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.
- For customers with complex conditions taking a specialty medication, we will offer Accredo Therapeutic Resource Centers (TRCs) to provide specialty medication and condition counseling. For customers taking a specialty medication not dispensed by Accredo, Cigna experts will offer this important specialty medication and condition counseling.

Additional Information

Case Management

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

Health Advisor - A

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

- Health Assessments
- Health and Wellness Coaching
- Gaps in Care Coaching
- Treatment Decision Support
- Educate and Refer

Included

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Additional Information

Maximum Reimbursable Charge

The allowable covered expense for non-network services is based on the lesser of the health care professional's normal charge for a similar service or a percentage of a fee schedule (200%) 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 will not be used and the maximum reimbursable charge for covered services is based on the lesser of the health care professional's normal charge for a similar service or a percentile (80th) of charges made by health care professionals of such service or supply in the geographic area where it is received. If sufficient charge data is unavailable in the database for that geographic area to determine the Maximum Reimbursable Charge, then data in the database for similar services may be used. Out-of-network services are subject to a Contract Year deductible and maximum reimbursable charge limitations.

Out-of-Network Emergency Services Charges

1. Emergency Services are covered at the In-Network cost-sharing level if services are received from a non-participating (Out-of-Network) provider.
2. The allowable amount used to determine the Plan's benefit payment for covered Emergency Services rendered in an Out-of-Network Hospital, or by an Out-of-Network provider in an In-Network Hospital, is the amount agreed to by the Out-of-Network provider and Cigna, or if no amount is agreed to, the greater of the following: (i) the median amount negotiated with In-Network providers for the Emergency Service, excluding any In-Network copay or coinsurance; (ii) the Maximum Reimbursable Charge; or (iii) the amount payable under the Medicare program, not to exceed the provider's billed charges.

The member is responsible for applicable In-Network cost-sharing amounts (any deductible, copay or coinsurance). The member is also responsible for all charges that may be made in excess of the allowable amount. If the Out-of-Network provider bills you for an amount higher than the amount you owe as indicated on the Explanation of Benefits (EOB), contact Cigna Customer Service at the phone number on your ID card.

Medicare Coordination

In accordance with the Social Security Act of 1965, 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.

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.**

Multiple Surgical Reduction

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

Pre-Certification - Continued Stay Review - Basic Care Low Management Inpatient - required for all inpatient admissions

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

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

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

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Additional Information

Your Health First - 200 - St Louis Care Center
 Individuals with one or more of the chronic conditions, identified on the right, may be eligible to receive the following type of support:

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

Holistic health support for the following chronic health conditions:

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

Definitions

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

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

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

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

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

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

Exclusions

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

- Care for health conditions that are required by state or local law to be treated in a public facility.
- Care required by state or federal law to be supplied by a public school system or school district.
- Care for military service disabilities treatable through governmental services if you are legally entitled to such treatment and facilities are reasonably available.

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Exclusions

- Treatment of an Injury or Sickness which is due to war, declared, or undeclared.
- 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 or Pharmacy 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 or Pharmacy represents that you remain responsible for any amounts that your plan does not cover. In the exercise of that discretion, Cigna shall have the right to require you to provide proof sufficient to Cigna that you have made your required cost share payment(s) prior to the payment of any benefits by Cigna. This exclusion includes, but is not limited to, charges of a non-Participating Provider who has agreed to charge you or charged you at an In-Network benefits level or some other benefits level not otherwise applicable to the services received.
- Charges arising out of or relating to any violation of a healthcare-related state or federal law or which themselves are a violation of a healthcare-related state or federal law.
- Assistance in the activities of daily living, including but not limited to eating, bathing, dressing or other Custodial Services or self-care activities, homemaker services and services primarily for rest, domiciliary or convalescent care.
- For or in connection with experimental, investigational or unproven services.
- Experimental, investigational and unproven services are medical, surgical, diagnostic, psychiatric, substance use disorder or other health care technologies, supplies, treatments, procedures, drug or Biologic therapies or devices that are determined by the utilization review Physician to be:
 - Not approved by the U.S. Food and Drug Administration (FDA) or other appropriate regulatory agency to be lawfully marketed;
 - 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;
 - The subject of review or approval by an Institutional Review Board for the proposed use except as provided in the "Clinical Trials" sections of this plan; or
 - The subject of an ongoing phase I, II or III clinical trial, except for routine patient care costs related to qualified clinical trials as provided in the "Clinical Trials" sections of this plan.
- In determining whether any such technologies, supplies, treatments, drug or Biologic therapies or devices are experimental, investigational and/or unproven, the utilization review Physician may rely on the clinical coverage policies maintained by Cigna or the Review Organization. Clinical coverage policies may incorporate, without limitation and as applicable, criteria relating to U.S. Food and Drug Administration-approved labeling, the standard medical reference compendia and peer-reviewed, evidence-based scientific literature or guidelines.
- Cosmetic surgery and therapies. Cosmetic surgery or therapy is defined as surgery or therapy performed to improve or alter appearance or self-esteem. Cosmetic surgery are excluded from coverage regardless of clinical indications: acupuncture; dance therapy; movement therapy; applied kinesiology and rolling.
- 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 teeth are covered provided a continuous course of dental treatment is started within six months of an accident.
- 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.

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Exclusions

- 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, neurofeedback, 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, birth announcements, and other articles which are not for the specific treatment of an Injury or Sickness.
- Artificial aids including, but not limited to, corrective orthopedic shoes, arch supports (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, unless Physician administration or oversight is required, injectable prescription drugs to the extent they 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 costs or fees associated with health clubs, weight loss programs and smoking cessation programs.
- Genetic screening or pre-implantations genetic screening. General population-based genetic screening is a testing method performed in the absence of any symptoms or any significant, proven risk factors for genetically linked inheritable disease.
- Dental implants for any condition.
- Fees associated with the collection or donation of blood or blood products, except for autologous donation in anticipation of scheduled services where in the utilization review Physician's opinion the likelihood of excess blood loss is such that transfusion is an expected adjunct to surgery.
- Blood administration for the purpose of general improvement in physical condition.
- Cost of biologicals that are immunizations or medications to protect against occupational hazards and risks.
- Cosmetics, dietary supplements and health and beauty aids.
- 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 telephone and internet, unless provided as specifically described under the benefit section.
- Massage therapy.

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These are only the highlights

This summary outlines the highlights of your plan. For a complete list of both covered and not covered services, including benefits required by your state, see your employer's insurance certificate, service agreement 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.

All Cigna products and services are provided exclusively by or through operating subsidiaries of Cigna Corporation, including Cigna Health and Life Insurance Company, Connecticut General Life Insurance Company, Cigna Behavioral Health, Inc., Cigna Health Management, Inc., and HMO or service company subsidiaries of Cigna Health Corporation. The Cigna name, logo, and other Cigna marks are owned by Cigna Intellectual Property, Inc.

EHB State: CT

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DISCRIMINATION IS AGAINST THE LAW

Medical coverage

Cigna complies with applicable Federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability, or sex. Cigna does not exclude people or treat them differently because of race, color, national origin, age, disability, or sex.

Cigna:

- Provides free aids and services to people with disabilities to communicate effectively with us, such as:
 - Qualified sign language interpreters
 - Written information in other formats (large print, audio, accessible electronic formats, other formats)
 - Provides free language services to people whose primary language is not English, such as:
 - Qualified interpreters
 - Information written in other languages
- If you need these services, contact customer service at the toll-free number shown on your ID card, and ask a Customer Service Associate for assistance.

If you believe that Cigna has failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability, or sex, you can file

a grievance by sending an email to ACAGrievance@Cigna.com or by writing to the following address:

Cigna
Nondiscrimination Complaint Coordinator
PO Box 188016
Chattanooga, TN 37422

If you need assistance filing a written grievance, please call the number on the back of your ID card or send an email to ACAGrievance@Cigna.com. You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights electronically through the Office for Civil Rights Complaint Portal, available at <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>, or by mail or phone at:

U.S. Department of Health and Human Services
200 Independence Avenue, SW
Room 509F, HHH Building
Washington, DC 20201
1.800.368.1019, 800.537.7697 (TDD)
Complaint forms are available at
<http://www.hhs.gov/ocr/office/file/index.html>.



All Cigna products and services are provided exclusively by or through operating subsidiaries of Cigna Corporation, including Cigna Health and Life Insurance Company, Connecticut General Life Insurance Company, Cigna Behavioral Health, Inc., Cigna Health Management, Inc., and HMO or service company subsidiaries of Cigna Health Corporation and Cigna Dental Health, Inc. The Cigna name, logos, and other Cigna marks are owned by Cigna Intellectual Property, Inc. **ATTENTION:** If you speak languages other than English, 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). **ATENCIÓN:** Si usted habla un idioma que no sea inglés, tiene a su disposición servicios gratuitos de asistencia lingüística. 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 al 711).

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 al 711).

Chinese – 注意：我們可為您免費提供語言協助服務。對於 Cigna 的現有客戶，請致電您的 ID 卡背面的號碼。其他客戶請致電 1.800.244.6224（聽障專線：請撥 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 Hội viên. Các trường hợp khác xin gọi số 1.800.244.6224 (TTY: Quay số 711).

Korean – 주의: 한국어를 사용하시는 경우, 언어 지원 서비스를 무료로 이용하실 수 있습니다. 현재 Cigna 가입자님들께서는 ID 카드 뒷면에 있는 전화번호로 연락해주시시오. 기타 다른 경우에는 1.800.244.6224 (TTY: 다이얼 711)번으로 전화해주시시오.

Tagalog – PAUNAWA: Makakakuha ka ng mga serbisyo sa tulong 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: I-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).

Arabic – برجاء الانتباه خدمات الترجمة المجانية متاحة لكم. لعملاء Cigna الحاليين برجاء الاتصال بالرقم المكون على ظهر بطاقتكم الشخصية. او اتصل ب (TTY: اتصل ب 711).

French Creole – ATANSYON: Gen sèvis èd nan lang ki disponib gratis pou ou. Pou kliyan Cigna yo, rele nimewo ki deyè kat ID ou. Sinon, rele nimewo 1.800.244.6224 (TTY: Rele 711).

French – ATTENTION: Des services d'aide linguistique vous sont proposés gratuitement. 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 : composez le numéro 711).

Portuguese – ATENÇÃO: Tem ao seu dispor 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 (Dispositivos TTY: marque 711).

Polish – UWAGA: w celu skorzystania z bezpłatnej pomocy językowej, obecni klienci firmy 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: 日本語を話される場合、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カード裏面の電話番号まで、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、お電話にてご連絡ください。

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 (tenti 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 های که در پشت کارت شناسایی شماست تماس بگیرید. در غیر اینصورت با شماره 1.800.244.6224 (شماره تلفن ویژه تلفن آیدان: 711) را تماس بگیرید کنید).