

**AGREEMENT BETWEEN
THE TOWN OF ROCKY HILL,
CONNECTICUT
AND
THE INTERNATIONAL UNION OF
OPERATING ENGINEERS, LOCAL 30**

JULY 1, 2023 – JUNE 30, 2027

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**AGREEMENT BETWEEN
THE TOWN OF ROCKY HILL, CONNECTICUT
AND
THE INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 30**

This Agreement is made by and between the Town of Rocky Hill, Connecticut, hereinafter referred to as the Town, and the International Union of Operating Engineers, Local 30, hereinafter referred to as the Union, for the purposes of establishing a better understanding of the rights and obligations of both the Town of Rocky Hill, as municipal employer, and the employees represented by the Union.

ARTICLE 1 – RECOGNITION

DEFINITION: The title DIRECTOR as used in this contract shall refer to the Director of Public Works and Community Development Services and/or the Director of Parks and Recreation.

The Town recognizes the Union as the sole and exclusive Bargaining Agent for wages, hours and other conditions of employment within the meaning of the Municipal Employees Relations Act (MERA), including all regular full-time employees and employees who work more than twenty-hours per week for the full year for Public Works (including Highway, Mechanic, and Transfer Station workers), and Department of Parks and Recreation inclusive of the following positions:

1. Civil Engineering Technician
2. **Crew Leader
3. *Deputy Fire Marshal
4. Head Mechanic
5. **Maintainer I
6. **Maintainer II
7. **Maintainer III
8. Mechanic
9. Mechanic Aide
10. Project Engineer
11. Transfer Station Attendant

This contract excludes the Directors, Field Operations and Highway Superintendent, Recreation Supervisors and all Town Hall Custodial Employees.

*The Town and Union agree that the Deputy Fire Marshal position shall be transferred to the Municipal Employees Union Independent, Local #506, SEIU, AFL-CIO, CLC (Town Hall Supervisory Bargaining Unit) (hereinafter, “MEUI”) upon the date that the present incumbent’s employment in the position ends.

ARTICLE 2 – BARGAINING AGENTS

Section 1. The Bargaining Agent for the Town shall be the Town Manager or his designee.

Section 2. The Bargaining Agents for employees shall consist of three (3) members of the Union and the National Representative, who shall be the Chief Negotiator.

Section 3. Notwithstanding negotiations, whenever a meeting takes place between the Town and the Union two (2) members of the bargaining unit shall be in attendance of said meeting.

ARTICLE 3 – GRIEVANCE PROCEDURE

Section 1. Grievances arising out of matters covered by this Agreement and disputes on questions arising out of the employer-employee relationship will be processed in the following manner in writing:

- (a) In order to be valid, a grievance must be filed in writing within 10 working days of the event giving rise to the grievance. The written grievance shall be submitted in writing to the Director or appropriate Supervisor for his/her review and written decision, which written decision shall be rendered within 5 working days after filing of the written grievance.
- (b) In the event that the decision of the Director or appropriate Supervisor is not acceptable to the aggrieved employee and the Union bargaining agent, the matter shall be submitted in writing to the Town Manager within five (5) working days of receipt by the employee of the initial supervisory response at the first level. The Town Manager or his/her designee shall review the grievance and a decision shall be rendered within 14 working days of the date the grievance is received by the Town Manager.
- (c) In the event that the decision of the Town Manager is not satisfactory to the aggrieved employee and the Union, the matter shall be submitted by the Union within five (5) working days to arbitration by the State Board of Mediation and Arbitration. The decision of the arbitrator shall be final and binding on both parties as provided by law. The cost of arbitration shall be borne equally by the Town and the Union. Individual employees shall not have the right to appeal grievances to arbitration. In cases of employee discharge only the Town or the Union shall have the right to have the grievance arbitrated before the American Arbitration Association under its Voluntary labor Arbitration Rules.

Section 2. No permanent employee shall be subject to disciplinary action, discharge or suspension except for just cause. Before a suspension or discharge is final, a permanent employee shall receive a hearing before the Human Resources Director. If any employee is so disciplined and in his judgment this action is taken without just cause, he may file and process his grievance through the Grievance and Arbitration procedure of this Agreement. Any such grievance must be presented within five (5) working days of being notified of the disciplinary action and the employee shall have the right to be represented by the Union. He shall be provided a copy of all charges and statements as soon as possible of any adverse action as above.

ARTICLE 4 – WAGES

Section 1. The wage rates for employees in the bargaining unit shall be set forth in Appendix A, which is attached hereto and made a part hereof. Wage increases will be:

July 1, 2023	3.85%
July 1, 2024	3.85%
July 1, 2025	3.85%
July 1, 2026	3.85%

Section 2. When an employee is promoted to a higher position, he/she shall be paid at that step of the new grade that would give him/her a raise and shall receive credit for the time such step represents for purposes of movement through the salary schedule.

In the case of absences of twenty (20) days or more, when the Crew Leader is designated by the Town Manager to fill in for the Field Operations and Highway Superintendent, on the twenty-first (21st) day, the Crew Leader shall be paid not less than the minimum rate for the position of Field Operations and Highway Superintendent, and additional compensation in lieu of overtime so he does not receive less than his current hourly rate, with overtime, retroactive to the first day.

Section 3. The Town shall make every effort to pay employees on their regular payday for the life of this Agreement. Where the regular payday falls on a holiday, the Town will make every effort to pay employees on the last workday before the holiday. The parties agree that payroll remittances (compensation) may be made by direct deposit or debit card.

ARTICLE 5 - INSURANCE

Section 1. Introduction. This article and summary included in the APPENDICES describe insurance benefits. It is agreed and understood by the parties that the insurance descriptions contained in this Agreement and APPENDICES are descriptive only and are not insurance policies. All questions or issues concerning insurance coverage and related matters shall be determined by reference to the actual insurance policy documents issued or possessed by the insurers. In the event of error or misstatement in this Agreement or APPENDICES, the insurance policies shall always prevail.

Section 2. Eligibility. Health Insurance benefits shall be in accordance with the provisions set forth in this Article.

Section 3. Group Medical Insurance. Effective July 1, 2020, members were moved into the High Deductible Health Plan (HDHP) with Health Savings Account (HSA) as described in APPENDIX B. For any employee ineligible for the HSA, the Town will establish a Health Reimbursement Account (HRA). The Town’s obligation under the HRA will be equivalent to its obligation to fund the HSA in any given year as set forth in Section 4 below.

Section 4. Premium Share. Effective July 1, 2023, members’ health care premium share will be as follows below:

<u>Contract Year</u>	<u>Employee Share</u>	<u>Medical Plan</u>	<u>Employer HSA Funding</u>	<u>HSA Funding Date to be Paid</u>
July 1, 2023 – June 30, 2024	10%	HDHP	60%	To be paid in full annually, on the first payroll following August 1
July 1, 2024 – June 30, 2025	10%	HDHP	60%	To be paid in full annually, on the first payroll following August 1
July 1, 2025 – June 30, 2026	12%	HDHP	60%	To be paid in full annually, on the first payroll following August 1
July 1, 2026 – June 30, 2027	12%	HDHP	60%	To be paid in full annually, on the first payroll following August 1

Section 5. Medical Insurance Waiver. Any employee may elect to waive group medical insurance coverage. Effective January 1, 2019, the rate of additional annual compensation shall be twenty percent (20%) of the premium rates in effect on July 1, 2008. The additional annual compensation shall be paid on a pro-rata basis each pay period and such pro-rata payments shall continue until such time as the employee terminates employment, or until his election to receive additional annual compensation is revoked in accordance with the procedure set forth below. Such additional annual compensation shall not be considered part of the employee’s annual salary or wage.

Effective December 16, 2016, no employee hired after July 1, 2015 shall be eligible for additional annual compensation in lieu of insurance coverage.

An employee’s election to select or waive group medical insurance shall remain in effect for a minimum of two (2) years or until the occurrence of a “**qualifying event**” as defined by the insurance company subject to any regulations or restrictions, including waiting periods which may be prescribed by the insurance carrier. A change in election shall also remain in effect for a minimum of two (2) years. Any employee eligible to make such election (other than an election made upon initial employment) shall make the election during the month of February by submitting the appropriate election form to the Payroll office. Such election shall become effective on the next April 1st.

A **qualifying event** is generally defined as marriage or divorce; birth, adoption, or placement for adoption; death of dependent; change in employment status of self or dependent; loss of other coverage, or loss of dependent status. If an employee has questions as to what matters to meet the definition of a **qualifying event**, the employee should reference the actual insurance policy documents issued or possessed by the insurer, or speak with an insurance carrier representative, the Town's Benefits Administrator, or Human Resources.

Section 6. Group Dental Coverage. All employees, including those hired prior to July 1, 2019 and those hired on or after July 1, 2019, may elect to enroll in the Dental Plan, as described in APPENDIX B.

Section 7. Section 125 Pre-Tax Contribution. In accordance with Public Act No. 07-185, any employee for which any portion of the premiums for health insurance are deducted from the employees' pay shall be offered the opportunity to have such portion excluded from their gross income for state or federal income tax purposes, except as required under Section 125 of the Internal Revenue Code of 1986, or any subsequent corresponding internal revenue code of the United States, from time to time amended. In order to be eligible for this benefit, a Salary Reduction Agreement signed by the employee must be submitted.

Section 8. Retiree Medical Insurance Coverage for Employees Retiring On and After July 1, 2020

- (a) **Employees hired before June 30, 2001 who retire on and after July 1, 2020.** For bargaining unit members hired before June 30, 2001 who retire on and after July 1, 2020, with at least twenty (20) years of credited service under the Plan may elect to continue their individual Town provided medical insurance coverage in effect (HDHP with HSA) at the Town's expense plus one thousand dollars (\$1000.00) in lieu of the employer's HSA contribution, until such time the employee is eligible for Medicare at age sixty-five (65). The employer's contribution shall be paid within the same timeframe as the employer's HSA contribution payments to current employees.

For bargaining unit members hired before June 30, 2001 who retire on and after July 1, 2020 with at least twenty-five (25) years of credited service under the Plan may also elect to continue their individual Town provided medical and major medical insurance coverage in effect (HDHP with HSA) at the Town's expense plus one thousand dollars (\$1000.00) in lieu of the employer's HSA contribution, until such time the employee is eligible for Medicare at age sixty-five (65); and the bargaining unit member may also elect to continue Town provided medical and major medical insurance coverage in effect (HDHP with HSA) after retirement for his/her eligible dependents, with the Town paying fifty percent (50%) of the cost of the dependent coverage plus five hundred dollars (\$500.00) in lieu of the employer's HSA contribution, until such time the employee is eligible for Medicare at age sixty-five (65). The employer's contribution shall be paid within the same timeframe as the employer's HSA contribution payments to current employees.

- (b) **Employees hired before July 1, 2012 who retire on and after July 1, 2020.** For bargaining unit members hired before July 1, 2012 and on or after June 30, 2001 who retire on and after July 1, 2020 with a minimum of twenty (20) years of credited service

under the Plan shall be eligible to receive continuation of individual only (single) coverage under Town provided post-retirement medical insurance plan (HDHP with HSA), with the cost fully paid by the Town plus one thousand dollars (\$1000.00) in lieu of the employer's HSA contribution, until such time the employee is eligible for Medicare at age sixty-five (65). The employer's contribution shall be paid within the same timeframe as the employer's HSA contribution payments to current employees.

No dependent coverage shall be available at Town expense, but the retiree may, upon retirement, elect to continue coverage for eligible dependents by paying the full cost of such dependent coverage. Eligibility for this benefit shall cease immediately when the Retiree is or becomes eligible for coverage under any other medical insurance coverage provided through any other source, including but not limited to an employer, the employer of a dependent, or a governmental entity including but not limited to Medicare/Medicaid, at the age of sixty-five (65).

- (c) **Employees hired after July 1, 2012.** Employees hired after July 1, 2012 will not be eligible for post-retirement health insurance benefits.

Section 9. Post-Retirement Insurance Continuation Benefits. The following provisions are applicable to all retired employees who receive or apply for post-retirement medical continuation benefits.

- (a) In all cases where Retirees and/or dependents receive continued medical coverage after retirement as provided herein, the Town reserves the right to verify the eligibility and status of the Retiree and/or dependents annually or more frequently in appropriate instances.
- (b) All post retirement insurance continuations under this section must be acceptable to the applicable insurance carrier(s) and at no time shall the Town be deemed as a self-insurer in the event that all or part of coverage is canceled or changed, but the applicable insurance carrier(s) shall not cancel the coverage of an individual retiree in an arbitrary way. The nature of post-retirement coverage available to Retirees and/or dependents is also subject to changes as the coverage(s) available to active employees may change from time to time.
- (c) When any Retiree who is receiving insurance continuation from the Town under this Article is divorced or has a marriage annulled, any and all spousal (dependent) coverage which may then be provided by the Town under this provision shall immediately cease. In the event of the death of a Retiree who is receiving insurance continuation under this provision for himself/herself and eligible dependent(s), the dependent(s) shall be permitted to continue the coverage in effect after the death of the Retiree at the established 50% - 50% shared payment rate until either/or remarriage of the surviving spouse/dependent, end of dependency status, or upon eligibility for coverage under any other medical insurance program or plan, including but not limited to Medicare/Medicaid or any other government program. As stated above, the post-retirement insurance continuation benefits provided herein shall terminate when the Retiree is or becomes eligible for any other medical insurance coverage and it is specifically to be the case that Retirees who become eligible for any government insurance continuation program such

as Medicare or Medicaid and their dependents will no longer be eligible for benefits under this Article.

Section 10. Group Life Insurance. \$20,000 in group life insurance is provided for all employees. Basic Benefit is double in the event of accidental death. Effective July 1, 2008 this coverage will not be subject to any premium share on the part of the employee, therefore, the employee shall not have the right to waive coverage.

In addition, for Pension Plan participants, group life insurance in the amount of one and one half (1 ½) times salary is provided as part of the Retirement Plan. This amount cannot exceed \$150,000.

Section 11. Group Long Term Disability. Bargaining unit members shall be entitled to Long Term Disability Insurance for injury or sickness to begin on the later of: (a) the date all accrued sick leave has been used; or (b) one hundred eighty (180) days. The Town will assume the full cost of this plan.

Benefit Percent	60% of current salary
Maximum Monthly Benefit	\$5,000

Section 12. CDL Examinations. The Town shall pay for all medical physicals and tests if they are required either by the Town, State or U.S. government agencies in order to obtain or maintain CDL licenses. All physical examinations must be conducted by a Town authorized physician.

All bargaining unit employees in Maintainer positions (Maintainer I, Maintainer II, and Maintainer III) and Crew Leader positions, who are hired or transferred into the bargaining unit on or after the date this current contract is executed, shall obtain a CDL within thirty-six (36) months of hire or transfer into the bargaining unit, and shall maintain their respective CDL in good standing as a condition of employment. This CDL requirement does not apply to bargaining unit employees hired or transferred into Maintainer I position in Public Works or Parks and Recreation prior to the date this current contract is executed.

Section 13. Change of Carriers/Funding Arrangements. The Town shall have the right to change insurance carriers or self-insure, provided the total coverage and benefits offered shall be equal to or better than that provided at the signing of this Agreement. If there is any substantial change in coverage the Town must negotiate such change prior to changing carriers. Nothing in this contract precludes the Town from merging health insurance carriers with the Board of Education as long as coverage is substantially the same as a whole with the insurance outlined in this article.

ARTICLE 6 – VACATIONS

Section 1. On the employee’s anniversary date, full-time employees shall be entitled to vacation leave as follows:

- (a) One week (5 working days) of vacation leave for each six months’ full-time service to one year.
- (b) Two weeks (10 working days) each year from one (1) to three (3) years.

<u>Years of Service</u>	<u>Days</u>
3	10
4	12
5 – 6	15
7 – 8	16
9 – 10	17
11 – 15	20

One extra day for every year thereafter up to 25 days.

- (c) Employees hired after July 1, 2012 will receive a maximum of twenty (20) vacation days per year.

Section 2. The vacation periods shall be set by mutual agreement between the department head and the employees, except that seniority shall govern preference. Vacation time must be taken in a minimum of 1 hour increments unless an employee has obtained permission of the Highway or Parks Superintendent or his designee in advance to take less than one hour's leave in a given case.

Section 3. Pro rata accumulated and unused vacation pay shall be granted to the employee upon termination of service with the Town after 6 months of service as follows:

In determining an employee's pro rata accumulated and unused vacation due upon termination, a comparison shall be made of the amounts of vacation leave credited to the employee on an annual basis since his initial employment, and the amount of vacation earned in accordance with the union contract since his initial employment.

Section 4. Each regular full-time employee shall receive an annual statement of accumulated and unused vacation leave for the preceding year in January.

Section 5. Vacation days are earned based upon full calendar months worked from the employee's anniversary date. The calculation of vacation earned, but not yet credited to the employee's account shall be based upon the following formula:

- (a) Vacation days due as per contract times 8 equals' vacation allowance in hours.
- (b) Hours from (a) above, times "X" full calendar months worked beyond anniversary date divided by 12 equals' vacation hours due.
- (c) Payment for accumulated and unused vacation days will be made to the nearest ¼ hour.
- (d) Vacation time will not be accrued during an employee's extended absence after twelve weeks of absence.

Section 6. Employees, who are terminating and who have taken vacation in excess of earned vacation, shall reimburse the Town for any excess vacation taken by any one of the following means:

- (a) Deduction from final paycheck.
- (b) Deduction from any sick leave termination payment due.

Section 7. In the event of an employee's death, after 6 months of service, his pro rata unused accumulated vacation pay shall be paid to his estate.

Section 8. An employee may carry over a maximum of ten (10) vacation days from one calendar year to the next without the prior approval of management. Any such vacation carried over must be used by the following September 1st, or forfeited. Extensions will only be granted if the employee is not allowed to use vacation time due to weather related incidents or clean-up, not if employee is on an extended absence or for other reasons.

Section 9. Highway and Parks' employees will be granted vacation leave between November 15th and April 10th under the following conditions:

One employee in each department (Highway and Parks) may take three (3) or more days of vacation leave, if they submit a written request for such at least ten (10) business days in advance of their requested vacation leave period, and if such a request received the written approval of their respective Department Director.

When an employee has been granted vacation leave under this section, neither sick neither leave nor injury leave shall cancel the vacation granted. This does not preclude the Town's requesting the employee to reconsider and/or change the date.

Section 10. Professional Staff Town Hall: In addition to receiving the annual leave noted in Section 1 above, Town Hall professional staff (including Civil Engineering Technician, Project Engineer, and Deputy Fire Marshal) will receive additional annual leave as follows:

- (a) Full time professional staff with one (1) through nine (9) years of service shall be entitled to two (2) additional annual leave vacation days
- (b) Full time professional staff with ten (10) years of service and above shall be entitled to four (4) additional annual leave vacation days.

Employees hired on or after July 1, 2019 into the following positions are NOT eligible for the additional annual leave as described above since these positions receive overtime compensation:

1. Deputy Fire Marshal

ARTICLE 7 – SICK LEAVE

Section 1. Each employee shall be entitled to a sick leave with full pay with an unlimited accumulation. Sick leave may be earned at eighteen (18) days per year (1-1/2 days per each full

calendar month). A physician's statement detailing the illness and a return to work date will be required for any employee out three (3) consecutive days or more. An independent physician's examination (fit for work examination) may be required for any employee suspected of abusing the sick leave privilege. If an employee is found NOT FIT for duty, consequences shall be in accordance with applicable laws.

Section 2. Employees hired prior to July 1, 1997, who separate from the Town service for any reason except dismissal shall be entitled to a payment for unused sick leave on the following schedule:

For separation after 20 years of service 60% of time accrued

Section 3. Employees hired after June 30, 1997 shall not be entitled to any unused sick leave buy out.

Section 4. Each regular full-time employee shall receive an annual statement of accumulated sick leave for the preceding year in January.

Section 5. Family Medical Leave Act (FMLA). An employee who has been employed for twelve months or more is eligible to request FMLA leave for a maximum of twelve weeks for the reasons below:

- a. To care for your spouse, child or parent who has a serious health condition, or when you are unable to work because of your own serious health condition;
- b. Conditions requiring an overnight stay in a hospital or other medical care facility;
- c. Conditions that incapacitate you or your family member for more than three consecutive days and require ongoing medical treatment;
- d. Chronic conditions that cause occasional periods when you or your family member are incapacitated and require treatment by a health care provider;
- e. The birth of a child and to bond with the newborn child or for the receiving of a child for adoption or foster care and to bond with that child. Both men and women have the same right to take FMLA leave to bond with their child but it must be taken within one year of the child's birth or placement and be taken as a continuous block of leave.

An employee who has accumulated leave balances shall use available leave balances for FMLA in the following order: sick time, personal time and vacation. Health Insurance will continue to be provided and the employee will continue to make any premium share contributions even if they have exhausted all leave balances.

Employees requesting FMLA must provide the Town with appropriate notice, if the employee knows in advance that they will need FMLA as soon as the need for FMLA is known. The Town will then respond in writing within five (5) days as to whether FMLA has been granted. Pursuant to Federal law, FMLA may be granted once in a twelve month period (with the twelve month period being defined as twelve months from the actual return to work date from a previously granted FMLA).

The Town may request a medical certification from the employee. If there is a request for medical certification the employee must provide said certification within fifteen (15) days of the request. It is the employee's responsibility for the cost of providing said certification from the health care provider. If the employee fails to provide the requested medical certification, the FMLA leave request will be denied.

The medical certification must include some specific information including:

- a. Contact information for the health care provider;
- b. When the serious health condition began;
- c. How long the condition is expected to last;
- d. Whether the employee is able to work or if the family member is in need of care; and
- e. Whether the leave needs to be continuous or intermittent. If intermittent the certification should include an estimate of how much time you will need for each absence, how often each absence will be required and information establishing the medical necessity for taking such intermittent leave.

If the Town finds the necessary information is missing from the certification, it must notify the employee in writing of what additional information is needed to make the certification complete and the employee must provide the missing information within seven (7) calendar days.

If the Town has concerns about the validity of the certification, it may request a second opinion at the Town's expense. If the first and second opinions differ, the Town may request a third opinion at the Town's expense.

ARTICLE 8 – UNIFORMS AND GLASSES

Section 1. The Town shall contribute four hundred dollars (\$400.00) toward the purchase of one pair of safety glasses per year for full-time employees required to wear glasses while working. The Town shall purchase any replacement safety glasses damaged on the job.

Section 2. One (1) pair of safety shoes per year will be provided for each full-time employee during the life of this Agreement. Employee must wear these shoes whenever he/she is working, but not after work. Town's replacement of shoes is predicated upon shoes not being serviceable.

ARTICLE 9 – HOURS OF WORK AND WORK WEEK

Section 1. Normal hours of work for the Highway Department and Parks Department are Monday through Friday, 6:30 AM to 2:30 PM, forty (40) hours per week, eight (8) hours per day, year round, with one fifteen (15) minute AM coffee break, a paid lunch "on the fly", and one fifteen (15) minute PM coffee break to commence after one (1) employee returns with the "coffee."

Section 2. The normal hours of work for the Project Engineer, Civil Engineering Technician, and Deputy Fire Marshal shall be in accordance with the normal work day of the Town Hall or as otherwise determined by the Town Manager.

Section 3. The weekly payroll period for all members will begin at 12:00 AM Saturday and end at 11:59 PM the following Friday.

ARTICLE 10 – CONTRACT COPIES

Section 1. The Town shall provide one copy of the contract for the Bargaining Committee, Union Local, Town Highway Garage bulletin board, Parks and Recreation Garage bulletin board, Directors, Field Operations and Highway Superintendent, and each employee in the bargaining unit.

ARTICLE 11 – SUBSTANCE ABUSE TESTING

Section 1. The Town and the Union agree to comply with the provisions of the Policy on Drug and Alcohol Abuse contained in Appendix C in the Personnel Rules.

ARTICLE 12 – MEAL ALLOWANCE

Section 1. Employees assigned to winter snow and ice control duties in the Highway Department and Parks Department shall be paid a meal allowance of five hundred dollars (\$500.00) each fiscal year by January 31st.

ARTICLE 13 – PERSONAL DAYS

Section 1. Each regular employee shall be entitled to up to five (5) personal days per year, after completion of the probationary period. Prior approval of the Director or appropriate Supervisor shall be obtained. If personal days are to be combined with any other type of leave prior approval of the Director or appropriate Supervisor and the Town Manager must be obtained in advance. This will only be granted for extenuating circumstances and will not be allowed if the employee has enough accrued vacation or sick time to cover the requested absence. Personal time must be taken during the calendar year and cannot be carried over from one year to the next. Personal time must be taken in a minimum of 1 hour increments unless an employee has obtained permission of the Director, or appropriate Supervisor in advance to take less than one hour's leave in a given case.

Regular part-time employees who work more than twenty hours per week shall receive personal days on a pro-rated basis. These benefits shall be pro-rated by establishing the percentage of the standard work week (for their respective position) their work week represents.

ARTICLE 14 – LONGEVITY PAY

Section 1. Longevity pay, as noted in the Article, will be paid annually, after an employee meets the service requirement, as follows:

Completion of 10 years of service - \$1000 per year

Annual longevity payments shall be made in full upon the anniversary date of employment. The longevity provided in this Article supersedes and replaces any prior longevity pay plan existing heretofore.

ARTICLE 15 – EMERGENCY CALLS/STANDBY

Section 1. With the exception of scheduled overtime, an employee or employees called-in after regular working hours shall be paid a minimum of four (4) hours at the applicable overtime rate. If an employee or employees are required to work more than four (4) hours, they shall be paid at the applicable overtime rate, for all hours actually worked.

If an employee receives a second call-in within four (4) hours of the initial call-in, the employee will not receive an additional minimum four (4) hours of pay for responding to the second call-in; instead, the employee will be paid a minimum of four (4) hours for the initial call-in, and then will be paid at the applicable overtime rate for all hours actually worked.

Section 2. Employee called-in on an emergency call which continues his regular workday or which immediately precedes his regular workday shall be paid at time and one-half for all time worked outside of the regular workday.

Section 3. Employees assigned to standby duty, from 2:30 PM Friday to 2:30 PM the following Friday, shall be paid a minimum of four (4) hours at time and one half (1 ½) whether or not work is performed by such employees. If an employee who is assigned to standby is not available when called, such standby payment shall not be made.

ARTICLE 16 – OVERTIME PAY

Section 1. Paid hours in excess of forty (40) hours per week shall be compensated at the rate of one and one-half (1-1/2) the regular rate. Hours paid in excess of eight (8) hours in any one (1) day shall be compensated at the rate of one and one-half (1-1/2) the regular rate.

Section 2. All work performed on Saturday shall be compensated at the rate of one and one-half (1-1/2) the regular rate.

Section 3. All work performed on Sunday shall be compensated at the rate of double (2) times the regular rate.

Section 4. All work performed on Thanksgiving, the day after Thanksgiving, Christmas, New Year's Day and Martin Luther King Day shall be compensated at the rate of double time (2 times the regular rate) in addition to holiday pay. All other holidays will be paid at normal eight (8) hours' regular pay plus the time and one-half for all hours actually worked.

Section 5. In the event the Town Hall closes as a result of inclement weather, all work performed shall be compensated at a regular rate of pay up to the normal number of hours worked for that day, after which the rate of pay will be 1-1/2 time the regular rate of pay.

Section 6. Working overtime. All employees are expected to work reasonable amounts of overtime, including but not limited to work related emergencies and weather-related events. Whenever overtime is required within a division, overtime shall be divided as equally as efficient operations permit among the employees qualified to perform the work needed, and based on seniority, beginning with the most senior member. All regular full-time employees shall have first preference for all overtime work before such work is outsourced.

A record of overtime will be reviewed and posted monthly by the Department Director. The Department Director will ensure that employees who refuse overtime will be charged a turn.

ARTICLE 17 – PRESERVATION OF RIGHTS

Section 1. Nothing in this Agreement shall be construed as abridging any right, benefit or privilege that said employees have enjoyed heretofore, except those specifically abridged or modified by this Agreement.

ARTICLE 18 – HOLIDAYS

Section 1. Effective July 1, 2019, all full-time employees shall be entitled to the following thirteen (13) holidays with pay:

1. New Year's Day
2. Martin Luther King Day
3. President's Day
4. Good Friday
5. Memorial Day
6. Juneteenth
7. Independence Day
8. Labor Day
9. Columbus Day
10. Thanksgiving Day
11. Day after Thanksgiving
12. Day Before or Day After Christmas; OR One-half (1/2) Day Before Christmas and One-half (1/2) Day New Year's Eve; OR as part of a four (4) day weekend should Independence Day come on a Tuesday or Thursday (at the Town Manager's discretion)
13. Christmas Day

Section 2. Regular part-time employees who work twenty (20) hours or more per week shall receive holiday time on a pro-rated basis. This benefit shall be pro-rated by establishing the percentage of the standard work week (for their respective position) their work week represents.

ARTICLE 19 – MANAGEMENT RIGHTS

Section 1. It is recognized that the Town, through its Town Manager, has and will continue to retain the rights and responsibilities to direct the affairs of the department in all of its various

aspects, except those specifically abridged or modified by this Agreement. Such rights and responsibilities are inherent in the Town Manager by virtue of statutory and Charter provisions; consequently, actions with respect to such rights and responsibilities are not subject to review, except those specifically abridged or modified by this Agreement.

ARTICLE 20 – NO STRIKE

Section 1. Continuous and uninterrupted service by the Town and its employees to the citizens and orderly collective bargaining relations between the Town and its employees being essential considerations of this Agreement, the Union agrees on behalf of itself and its members, individually and collectively, that there shall not be any strikes, picketing, boycotting, work stoppages, sit-downs, slowdown strikes, or concerted refusal to render services or to work, or any other curtailment or restriction of work at any time during the term of this Agreement. In the event of a violation of this Article by the Union and/or the employees, the Town may, in addition to other remedies, discipline such employees up to and including discharge.

ARTICLE 21 – SEVERABILITY

Section 1. Should any provisions of this Agreement be contrary to law, statute, or ordinance, that provision only shall not be binding on either party; this, however, shall have no effect on any other provision of this Agreement, all of which shall remain in full force and effect for the term of the Agreement.

ARTICLE 22 – SENIORITY

Section 1. Seniority, according to this Agreement, shall consist of the total continuous paid service of the employee with the Town as a regular full-time employee. The employee's earned seniority shall not be lost because of absence due to illness, authorized leave of absence, or temporary layoff for a period of less than twenty-four (24) months.

Section 2. The seniority list shall be brought up to date upon request from the Shop Steward and also the Business Agent of the Union at reasonable intervals and shall be posted in a conspicuous place.

Section 3. The purpose of seniority is to provide a declared policy of right or preference as to layoff, transfer, vacations and promotions.

Section 4. For the purpose of promotions, if in the sole and exclusive judgment of the Town, two (2) or more qualified employees are competing for a position, the Town will award the position to the most senior of such most qualified employees.

Section 5. – Probationary Period

- (a) **Newly Hired Employees:** All newly hired employees shall serve a probationary period of 180 calendar days during which they may be terminated for any job-related reason without protest or challenge from the Union and without any recourse to the grievance

procedure of this contract. Upon successful completion of the probationary period, seniority shall be retroactive to the date of hire.

- (b) **Town Employees Who Transfer Into Bargaining Unit Positions:** All persons employed by the Town of Rocky Hill in non-bargaining unit positions who transfer or are assigned to bargaining unit positions shall serve a probationary period of 180 calendar days during which they may be terminated for any job-related reason without protest or challenge from the Union and without any recourse to the grievance procedure of this contract. However, such existing employees who face termination during their probationary period of employment may, in the Town's discretion, be considered for placement into another vacant Town position for which they are fully qualified as an alternative to termination, provided that such a vacant position exists and provided further that there shall be no infringement on any other Union contracts. Upon successful completion of the probationary period, seniority shall be retroactive to the date of hire.

Section 6. Advertisements for Vacant and New Positions. The purpose of this provision is to encourage and promote career advancement and succession planning for current employees, while continuing to ensure the recruitment and selection of the most qualified applicants for vacant and newly created IUOE bargaining unit positions. This provision does not limit management's discretion relative to determining qualifications or selecting the most qualified applicant for any position.

For a minimum of five (5) business days, vacant and newly created positions in the bargaining unit will be labeled "IUOE Applicants Only" and will be posted on the Town's website. Department Directors will ensure the position is also posted on the bulletin boards of the Highway and Parks garages. During this five (5) business-day period of time, the posted position will be open only to current members of the IUOE bargaining unit.

Following this five-day posting, the job will be open to current Town employees including those outside of the IUOE bargaining unit (not including volunteers and stipend recipients) for five (5) additional business days, after which the job will be open to external applicants and may be posted widely (for instance, beyond the Town's website).

ARTICLE 23 – WORKING RULES AND DIRECTIVES

Section 1. The Union and the Town each considers that the creation of improved morale and efficiency will tend to improve the public service, and each will strive to attain this end. In this connection, the Union shall encourage employees to conduct themselves on the job in a workmanlike manner.

Section 2. All copies of written rules and directives of the Town affecting working conditions of the employees of the Highway Department and/or Parks Department shall be provided to the Union and the Union President by the Town.

Section 3. This Agreement shall affect only regular, employees of the Town. Part-time and seasonal employees may be used by the Town to supplement the work forces, but no part-time or seasonal employee shall be employed while employees of the unit are on layoff status.

Section 4. All regular full-time employees shall have first preference for all overtime work before part-time or seasonal employees are used.

Section 5. Snow and ice control or emergency overtime work will be offered to all available employees who are qualified to perform the job before outside sources may be used.

Section 6. As a condition of employment, employees are expected, unless excused by the Director or appropriate Supervisor to respond in weather-related emergencies and shall not refuse to respond in such emergencies. The Town shall pay each employee who is to be available November 15 to April 10 to respond to such emergencies an annual lump sum payable no later than the last week of January. The amount of the annual lump sum shall be two thousand dollars (\$2000.00) for the Highway Department and Parks Department.

Section 7. An employee who is qualified, and assigned to a higher class shall be paid an additional two dollars (\$2.00) per hour for all hours worked and periods assigned in the higher classification.

Section 8. An employee who is absent from work due to a job-incurred injury under Worker's Compensation regulations shall be entitled to injury leave, which supplements Workers' Compensation weekly benefit to provide full pay for a period of three (3) months. Injury leave does not charge to sick leave. Workers' Compensation weekly benefits received by the employee shall be signed over to the Town of Rocky Hill immediately, excluding any lump sum awards, which do not revert to the Town.

Section 9. All employees are required to inform their supervisor that they will be out sick the day before if the illness is known, or at least one (1) hour prior to the start of work if illness is not known the day before. If an employee is ill and unable to work, he/she or his representative should advise the Director or appropriate Supervisor at least 1 hour prior to the start of work on the first day and each day of his absence. All other employees must call within one half (1/2) hour of work. Sick time must be taken in a minimum of 1 hour increments unless an employee has obtained permission of the Highway or Parks Superintendent or his designee in advance to take less than one hour's leave in a given case.

Section 10. Any employee call for overtime during winter storms or during other emergency conditions shall be paid from the time he received the call. If he fails to report within a reasonable time, he shall go on the clock when he punches in. When the duty man places his first call to employees, when several are being called in, all employees will be on the clock at that time provided the employee receives the call and is ready to leave without delay. The duty man will punch each employee in at the time the call is made.

Section 11. Employees shall be granted up to thirty (30) minutes off with pay for eating or rest while working overtime in emergency conditions, at customary times for meals. After working continuously for sixteen (16) hours during emergency conditions, including time for meal breaks, employees shall be entitled to a rest break of up to one (1) hour on Town premises. Such breaks may coincide with the meal break. At the discretion of the Field Operations and Highway Superintendent, this break may be granted on a rotational basis and at intervals of less than sixteen (16) hours.

Time off with full pay after a long snow/ice storm will be granted to the Highway and/or Parks Department crews for reason of safety, after snow/ice operations are completed at the discretion of the Field Operations and Highway Superintendent and Town Manager.

Section 12. If an operator of mechanical equipment considers that the equipment is unsafe to operate before he leaves the Garage, he/she shall not be required to operate the equipment until it is inspected by the Mechanic or supervisor on duty at the time, and found not to be defective. After certification by the Mechanic or supervisor, the employee shall commence operation of the piece of equipment.

Section 13. The Town shall determine what mechanisms are to be utilized to record work hours, including electronic mechanisms.

ARTICLE 24 – FUNERAL LEAVE

Section 1. In order to permit participation in and attendance at funeral services for a member of the immediate family of an employee, a leave of absence with pay shall be granted to the employee, not to exceed four (4) days.

Section 2. For the purposes of this policy, the term “immediate family” shall be defined as one of the following relations: spouse, child, stepchild, parent, parent-in-law, grandparent, brother, sister, grandchild or any relative living in the household as part of the family.

Section 3. An absence of three (3) consecutive days off with pay shall be granted to attend the funeral of a brother-in-law or sister-in-law. One day off with pay shall be granted to attend the funeral of a grandparent-in-law, aunt or uncle. Additional time off with pay may be granted if the employee or relatives travel to the funeral in excess of 200 hundred miles.

Section 4. Regular part-time employees who work twenty (20) hours or more per week shall receive funeral leave on a pro-rated basis. This benefit shall be pro-rated by establishing the percentage of the standard work week (for their respective position) their work week represents.

ARTICLE 25 – EMPLOYEE RIGHTS AND REPRESENTATION

Section 1. Employees have and shall be protected in the exercise of the right, without fear of penalty or reprisal, to join and participate in the Union or to refrain from such activities. The freedom of employees to participate in the Union shall be recognized as extending to participation in the management of the Union and acting for the Union in the capacity of a Union officer.

Section 2. Not more than one (1) officer, representative or grievance committee member shall be granted leave with full pay for the express purpose of processing grievances with the Town upon proper notification to the Director or appropriate Supervisor at the first step of the grievance procedure.

Section 3. Not more than two (2) officers, representatives or grievance committee members shall be granted leave with pay for necessary time required to process grievances with the Town at second step or higher through arbitration.

Section 4. The members of the Union's bargaining committee, to a maximum of three (3), who are scheduled to work an hour of duty during collective bargaining negotiations, shall be granted leave of absence without loss of pay or benefits for all meetings between the Town, its agents or representatives and the Union for the purpose of negotiating the terms of the contract or any supplements thereof.

Section 5. The employee shall, with the permission of the Director or appropriate Supervisor, contact a steward during the working hours regarding an adverse action which could not be resolved at the time by a supervisor and which could not be resolved during nonworking hours. Such permission shall not be unreasonably withheld.

Section 6. Not more than two (2) members shall be off duty on Union business leave with pay at the same time. The Union shall be required to submit the names of the two (2) members as far in advance as practical. Up to three (3) man days per year shall be granted for Union business leave, to attend conventions for or educational seminars of the Union, and any other off-duty Union business in this section.

ARTICLE 26 – GENERAL

Section 1. The Town agrees that it will not subcontract work for the purpose of laying off employees. Further, the Town will make every effort to recall employees from layoff whenever the duration and nature of work to be done makes it practical to do so.

Section 2. Each employee shall have the right to see his personnel file upon request.

Section 3. Records of written reprimand or memo of oral reprimand shall be removed from an employee's personnel file in accordance with laws of the State of Connecticut. In maintaining personnel files, the Town shall respect the privacy rights of employees within constraints of applicable state law.

Section 4. No written reprimands or evaluations of employees shall be placed in their personnel files unless they receive a copy.

Section 5. In the case of a permanent full-time employee who is a member of any military reserve unit or National Guard being called to duty because of a national emergency, the Town shall pay the excess, if any, of that employee's base pay at the time of the call to duty over the total compensation received for military service. The employee may purchase Town health insurance, if desired, if not covered by the military. The employee must provide the Town with copies of pay stubs showing his/her military service pay.

Employee will not continue to receive this benefit if he/she does not return to his/her Town job within fourteen (14) days after release from the military. The employee will not lose any seniority but no additional benefits will be earned.

In the event of death, this benefit will cease immediately. This shall be for a period of the emergency only.

This shall apply to all full-time Town employees who work regular forty (40) hour work weeks.

Payment under this benefit shall be made on a monthly basis. This is in addition to any State or Federal regulation.

ARTICLE 27 – RETIREMENT

Section 1. Rights in the pension plan shall vest fully after the conclusion of five (5) years of credited service. There shall be no vesting before that time.

Section 2. If employee contributions made after July 1, 1981, are returned to the employee at separation or death, employees' beneficiaries shall receive interest at five percent (5%) per annum for such contributions. Prior contributions shall earn interest at four percent (4%) per annum.

Section 3. Effective July 1, 1991, the existing Town pension plan shall be modified as follows:

- (a) The monthly Normal Retirement Benefit shall be 1.5% of Average Monthly Earnings, as defined in the Defined Benefit Plan, plus .6% of Average Monthly Earnings in excess of five hundred dollars (\$500.00), multiplied by total years of Credited Service, as defined in the Defined Benefit Plan, up to a maximum of thirty-five (35) years.
- (b) Effective, retroactively to July 1, 1989, through June 30, 1994, each employee shall contribute four percent (4%) of base pay toward his/her pension benefits. Effective July 1, 1994, each employee shall contribute three and one half percent (3.5%) of base pay toward his/her pension benefits. Each employee shall participate in the Defined Benefit Plan beginning at age eighteen (18).
- (c) Pursuant to Section 13.1 of the Town Defined Benefit Plan, the Town Manager shall appoint a member of the bargaining unit selected by the Union to serve on the Pension Committee. The pension committee shall meet semi-annually.
- (d) Any retirement benefits paid under this Article to an employee receiving disability payments under the Workers' Compensation Act shall be reduced by the amount of such disability payments for the period of time for which such disability payments are made.
- (e) An employee shall be permitted to purchase prior service with the Town of Rocky Hill, the United States military, the State of Connecticut or any other municipality in the State at actuarially determined rates, provided such purchase does not have any cost impact on the Town. An employee may make arrangements with the Town for a reasonable payment schedule for any such purchase of prior service.

- (f) Employees hired after July 1, 2012 will not be eligible for the Defined Benefit Pension Plan. In lieu of the Defined Benefit Pension Plan the Town will develop a Defined Contribution Plan. Employee's contributions of six percent (6%) of base salary will be matched by the Town at five (5%) of base salary.

ARTICLE 28 – UNION SECURITY

Section 1. The Town, upon the written authorization of members of the Union will make a bi-weekly payroll deduction for Union dues for the duration of this Agreement and any extension thereof unless and until the voluntary authorization is revoked in writing.

Section 2. The Union agrees to indemnify and hold harmless the Town for any loss of damages arising from the operation of this Article and any extension thereof unless and until the voluntary authorization is revoked in writing.

Section 3. The Union agrees to indemnify and hold harmless the Town for any loss or damages arising from the operation of this Article. It is also agreed that neither any employee nor the Union shall have any claim against the Town for any deductions made or not made, as the case may be, unless a claim or error is made in writing to the Town within thirty (30) calendar days after the date such deductions were or should have been made.

ARTICLE 29 – PRODUCTIVITY

Section 1. During the duration of this contract, representatives of the Town and the Union shall meet regularly to discuss and implement methods to improve work productively.

Section 2. The Town may establish a cash suggestion award program, which shall recognize savings realized through the implementation of an employee suggestion. This section would apply to an employee suggestion submitted in writing outside of productivity sessions provided in 1 above. The amount of the cash award shall be determined solely by the Town.

ARTICLE 30 – IUOE INTERNATIONAL TRAINING & EDUCATION CENTER

Section 1. The purpose of this provision is to encourage and promote career advancement and succession planning for current employees.

Section 2. The International Union of Operating Engineers has built a new advanced training center and is offering specialized training to all members at no cost to the members. The Union shall provide the list of courses available. Upon management's approval, bargaining unit employees shall be given time off with pay to attend training, contribution shall include five cents (\$0.05) per hour to the International Union of Operating Engineers International Training Fund.

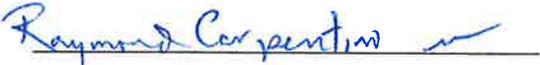
ARTICLE 31 – DURATION

This Agreement shall be effective July 1, 2023 and shall remain in force and effect until June 30, 2027.

IN WITNESS WHEREOF, the undersigned duly authorized representatives of the parties hereto have hereunder set their hands and seal the day and year first above written.

**THE TOWN OF ROCKY HILL,
CONNECTICUT**

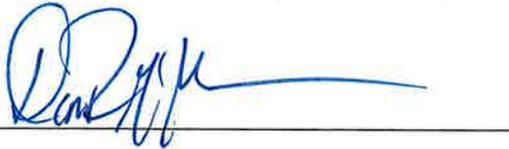
**INTERNATIONAL UNION OF
OPERATING ENGINEERS, LOCAL 30**



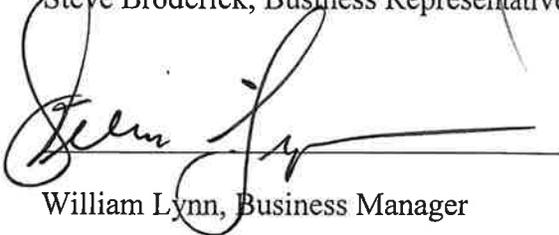
Raymond Carpentino, Town Manager



Steve Broderick, Business Representative



Dana McGee, Director of Human Resources,
Legal Compliance and Risk Management



William Lynn, Business Manager



Mona McKim, Director of Finance
and Operations



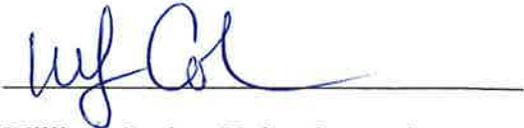
Robert Moccio, President



Craig Bowman, Director of Parks and
Recreation



Kevin Cruse, Treasurer



William Conlan, Union Steward
IOUE Local 30

APPENDIX A – WAGE RATES

<u>Mechanic</u>	<u>Rate</u>	<u>Year</u>	<u>Start</u>	<u>6 months</u>	<u>12 months</u>	<u>24 months</u>
		7/1/2022	37.08	38.84	40.59	42.35
	3.85%	7/1/2023	38.51	40.33	42.16	43.98
	3.85%	7/1/2024	39.99	41.89	43.78	45.67
	3.85%	7/1/2025	41.53	43.50	45.47	47.43
	3.85%	7/1/2026	43.13	45.17	47.22	49.26

<u>Mechanic Aide</u>	<u>Rate</u>	<u>Year</u>	<u>Start</u>	<u>6 months</u>	<u>12 months</u>	<u>24 months</u>
		7/1/2022	35.43	37.20	38.96	40.73
	3.85%	7/1/2023	36.79	38.63	40.46	42.30
	3.85%	7/1/2024	38.21	40.12	42.02	43.93
	3.85%	7/1/2025	39.68	41.66	43.64	45.62
	3.85%	7/1/2026	41.21	43.26	45.32	47.37

<u>Transfer Station Attendant</u>	<u>Rate</u>	<u>Year</u>	<u>Start</u>	<u>6 months</u>	<u>12 months</u>	<u>24 months</u>
		7/1/2022	30.90	32.48	34.14	35.81
	3.85%	7/1/2023	32.09	33.73	35.46	37.19
	3.85%	7/1/2024	33.32	35.02	36.82	38.62
	3.85%	7/1/2025	34.61	36.37	38.24	40.11
	3.85%	7/1/2026	35.94	37.77	39.71	41.65

<u>Civil Engineering Technician</u>	<u>Rate</u>	<u>Year</u>	<u>Start</u>	<u>1 year</u>	<u>2 years</u>	<u>3 years</u>	<u>4 years</u>	<u>5 years</u>
		7/1/2022	49.91	51.72	52.27	55.63	57.20	58.75
<u>Project Engineer</u>	3.85%	7/1/2023	51.83	53.71	54.28	57.77	59.41	61.01
	3.85%	7/1/2024	53.82	55.78	56.37	59.99	61.69	63.36
	3.85%	7/1/2025	55.90	57.93	58.54	62.30	64.07	65.80
	3.85%	7/1/2026	58.05	60.16	60.80	64.70	66.53	68.33

<u>Maintainer I</u>	<u>Rate</u>	<u>Year</u>	<u>Start</u>	<u>6 months</u>	<u>12 months</u>	<u>24 months</u>
		7/1/2022	33.94	35.20	36.42	37.79
	3.85%	7/1/2023	35.25	36.56	37.82	39.25
	3.85%	7/1/2024	36.60	37.96	39.27	40.76
	3.85%	7/1/2025	38.01	39.42	40.79	42.33
	3.85%	7/1/2026	39.48	40.94	42.36	43.95

<u>Maintainer II</u>	<u>Rate</u>	<u>Year</u>	<u>Start</u>	<u>6 months</u>	<u>12 months</u>	<u>24 months</u>
		7/1/2022	35.89	37.19	38.43	39.79
	3.85%	7/1/2023	37.27	38.63	39.91	41.33
	3.85%	7/1/2024	38.70	40.11	41.45	42.92
	3.85%	7/1/2025	40.19	41.66	43.04	44.57
	3.85%	7/1/2026	41.74	43.26	44.70	46.29

<u>Maintainer III</u>	<u>Rate</u>	<u>Year</u>	<u>Start</u>	<u>6 months</u>	<u>12 months</u>	<u>24 months</u>
		7/1/2022	39.06	40.44	41.86	43.22
	3.85%	7/1/2023	40.57	41.99	43.47	44.88
	3.85%	7/1/2024	42.13	43.61	45.14	46.61
	3.85%	7/1/2025	43.75	45.29	46.88	48.40
	3.85%	7/1/2026	45.43	47.03	48.68	50.27

<u>Crew Leader</u>	<u>Rate</u>	<u>Year</u>	<u>Start</u>	<u>6 months</u>	<u>12 months</u>	<u>24 months</u>	<u>30 months</u>	
			7/1/2022	43.36	44.75	46.16	47.58	48.95
	3.85%		7/1/2023	45.03	46.47	47.93	49.41	50.83
	3.85%		7/1/2024	46.77	48.26	49.78	51.31	52.79
	3.85%		7/1/2025	48.57	50.12	51.70	53.28	54.82
	3.85%		7/1/2026	50.44	52.05	53.69	55.34	56.93

<u>Head Mechanic</u>	<u>Rate</u>	<u>Year</u>	<u>Start</u>	<u>6 months</u>	<u>12 months</u>	<u>24 months</u>	
			7/1/2022	40.28	42.04	43.80	45.56
	3.85%		7/1/2023	41.83	43.66	45.49	47.31
	3.85%		7/1/2024	43.44	45.34	47.24	49.13
	3.85%		7/1/2025	45.11	47.08	49.05	51.03
	3.85%		7/1/2026	46.85	48.90	50.94	52.99

<u>Deputy Fire Marshall</u>	<u>Rate</u>	<u>Year</u>	<u>Start</u>	<u>1 year</u>	<u>2 years</u>	<u>3 years</u>	<u>4 years</u>	<u>5 years</u>	
			7/1/2022	43.82	45.36	46.94	48.59	50.29	52.05
	3.85%		7/1/2023	45.51	47.10	48.75	50.46	52.22	54.05
	3.85%		7/1/2024	47.26	48.92	50.63	52.40	54.24	56.14
	3.85%		7/1/2025	49.08	50.80	52.57	54.42	56.32	58.30
	3.85%		7/1/2026	50.97	52.75	54.60	56.52	58.49	60.54

APPENDIX B
HIGH DEDUCTIBLE HEALTH PLAN (HDHP)
with HEALTH SAVINGS ACCOUNT (HSA)
and DENTAL PLAN

Effective July 1, 2020, all employees will be enrolled in the High Deductible Health Plan (HDHP) with Health Savings Account (HSA), as described in the Summary of Benefits in this Appendix.

Additionally, all employees will be eligible to enroll in the Dental Plan as described in the Summary of Benefits in this Appendix

BENEFIT SUMMARY



Cigna Health and Life Insurance Co.
 For - Town of Rocky Hill
 Choice Fund Open Access Plus HSA Plan
 HSA OAP Plan
 Effective - 07/01/2023

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

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

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

Plan Highlights	
In-Network	Out-of-Network
Lifetime Maximum	Unlimited
Plan Year Accumulation	Unlimited
Plan Coinsurance	Unlimited
Maximum Reimbursable Charge	Your Plan's Deductibles, Out-of-Pockets and benefit level limits accumulate on a contract year basis unless otherwise stated. In addition, all plan maximums and service-specific maximums (dollar and occurrence) cross-accumulate between In- and Out-of-Network unless otherwise noted.
Plan Deductible	Plan pays 100%
	Not Applicable
	Individual - Employee Only: \$2,000
	Family Maximum: \$4,000
	Plan pays 80%
	200%
	Individual - Employee Only: \$2,000
	Family Maximum: \$4,000
	Only the amount you pay for in-network covered expenses counts towards your in-network deductible. Only the amount you pay for out-of-network covered expenses counts towards your out-of-network deductible.
	Plan deductible always applies before any benefit copay/deductible or coinsurance.
	Plan deductible does not apply to in-network preventive services.
	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 (^).

07/01/2023

CT

Choice Fund Health Savings Account (HSA) Open Access Plus - HSA OAP Plan

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Plan Highlights

In-Network

Individual - Employee Only: \$3,000
Family Maximum: \$6,000

Out-of-Network

Individual - Employee Only: \$4,000
Family Maximum: \$8,000

Plan Out-of-Pocket Maximum

- Only the amount you pay for in-network covered expenses counts toward your in-network out-of-pocket maximum. Only the amount you pay for out-of-network covered expenses counts toward your out-of-network out-of-pocket maximum.
- Plan deductible contributes towards your out-of-pocket maximum.
- All benefit copays/deductibles contribute towards your out-of-pocket maximum.
- Covered expenses that count towards your out-of-pocket maximum include customer paid coinsurance and charges for Mental Health and Substance Use Disorder. Out-of-network non-compliance penalties or charges in excess of Maximum Reimbursable Charge do not contribute towards the 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

Note: Services where plan deductible applies are noted with a caret (^). Plan deductible always applies before benefit copays/deductibles.

Physician Services - Office Visits

Primary Care Physician (PCP) Services/Office Visit

Plan pays 100% ^

Plan pays 80% ^

Specialty Care Physician Services/Office Visit

Plan pays 100% ^

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

Covered same as Physician Services - Office Visit

Covered same as Physician Services - Office Visit

Allergy Treatment/Injections and Allergy Serum

Allergy serum dispensed by the physician in the office

Covered same as Physician Services - Office Visit

Covered same as Physician Services - Office Visit

Virtual Care

Dedicated Virtual Providers - MDLIVE

MDLIVE Urgent Virtual Care Services

Plan pays 100% ^

Not Covered

MDLIVE Primary Care Services

Plan pays 100% ^

Not Covered

MDLIVE Specialty Care Services

Plan pays 100% ^

Not Covered

- Primary Care cost share applies to routine care. Virtual wellness screenings are payable under Preventive Care.
- Lab services supporting a virtual visit must be obtained through dedicated labs.
- Includes charges for the delivery of medical and health-related services and consultations by dedicated virtual providers as medically appropriate through audio, video, and secure internet-based technologies.

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Benefit

In-Network

Out-of-Network

Note: Services where plan deductible applies are noted with a caret (^). Plan deductible always applies before benefit copays/deductibles.

Virtual Physician Services - Office Visits

Primary Care Physician (PCP) Services/Office Visit

Plan pays 100% ^

Plan pays 80% ^

Specialty Care Physician Services/Office Visit

Plan pays 100% ^

Plan pays 80% ^

- Physicians may deliver services virtually that are payable under other benefits (e.g., Preventive Care, Outpatient Therapy Services).
- Includes charges for the delivery of medical and health-related services and consultations as medically appropriate through audio, video, and secure internet-based technologies that are similar to office visit services provided in a face-to-face setting.

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).

Preventive Care

Preventive Care

Birth through age 21

Plan pays 100%

PCP: Plan pays 80% ^
Specialist: Plan pays 80% ^

Ages 22 and older

Plan pays 100%

PCP: Plan pays 80% ^
Specialist: Plan pays 80% ^

- 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.
- Annual Limit: Unlimited

Immunizations

Birth through age 21

Plan pays 100%

PCP: Plan pays 80% ^
Specialist: Plan pays 80% ^

Ages 22 and older

Plan pays 100%

PCP: Plan pays 80% ^
Specialist: Plan pays 80% ^

Mammogram, PAP, and PSA Tests

Plan pays 100%

Covered same as other x-ray and lab services, based on Place of Service

- 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

Plan pays 100% ^

Plan pays 80% ^

Note: Includes all Lab and Radiology services, including Advanced Radiological Imaging as well as Medical Specialty Drugs

Inpatient Hospital Physician's Visit/Consultation

Plan pays 100% ^

Plan pays 80% ^

Inpatient Professional Services

Plan pays 100% ^

Plan pays 80% ^

- For services performed by Surgeons, Radiologists, Pathologists and Anesthesiologists

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Benefit	In-Network	Out-of-Network
Note: Services where plan deductible applies are noted with a caret (^). Plan deductible always applies before benefit copays/deductibles.		
Outpatient		
Outpatient Facility Services	Plan pays 100% ^	Plan pays 80% ^
Outpatient Professional Services	Plan pays 100% ^	Plan pays 80% ^
<ul style="list-style-type: none"> For services performed by Surgeons, Radiologists, Pathologists and Anesthesiologists 		
Emergency Services		
Emergency Room		
<ul style="list-style-type: none"> Includes Professional, X-ray and/or Lab services performed at the Emergency Room and billed by the facility as part of the ER visit. 	Plan pays 100% ^	Plan pays 100% ^
Urgent Care Facility		
<ul style="list-style-type: none"> Includes Professional, X-ray and/or Lab services performed at the Urgent Care Facility and billed by the facility as part of the urgent care visit. 	Plan pays 100% ^	Plan pays 100% ^
Ambulance		
Ambulance services used as non-emergency transportation (e.g., transportation from hospital back home) generally are not covered.		
Inpatient Services at Other Health Care Facilities		
Skilled Nursing Facility, Rehabilitation Hospital, Sub-Acute Facilities		
<ul style="list-style-type: none"> Annual Limit: 120 days 	Plan pays 100% ^	Plan pays 80% ^
<ul style="list-style-type: none"> Annual Limit for Rehabilitation Hospital: 60 days 		
Laboratory Services		
Physician's Services/Office Visit		
Independent Lab	Plan pays 100% ^	Plan pays 80% ^
Outpatient Lab	Plan pays 100% ^	Plan pays 80% ^
Outpatient Facility	Plan pays 100% ^	Plan pays 80% ^
Radiology Services		
Physician's Services/Office Visit		
Outpatient Facility	Plan pays 100% ^	Plan pays 80% ^
Outpatient Facility	Plan pays 100% ^	Plan pays 80% ^
Advanced Radiological Imaging (ARI)		
Outpatient Facility		
Physician's Services/Office Visit	Includes MRI, MRA, CAT Scan, PET Scan, etc.	Plan pays 80% ^
Physician's Services/Office Visit	Covered same as Physician Services - Office Visit	Plan pays 80% ^
Physician's Services/Office Visit	Covered same as Physician Services - Office Visit	Covered same as Physician Services - Office Visit

Benefit

In-Network

Out-of-Network

Note: Services where plan deductible applies are noted with a caret (^). Plan deductible always applies before benefit copays/deductibles.

Outpatient Therapy Services

Outpatient Therapy Services

Covered same as Physician Services - Office Visit

Covered same as Physician Services - Office Visit

Annual Limits:

- All Therapies Combined - Includes Cognitive Therapy, Occupational Therapy, Physical Therapy, Pulmonary Rehabilitation, and Speech Therapy - 150 days
- Limits are not applicable to mental health conditions for Physical, Speech and Occupational Therapies.

Note: Therapy days, provided as part of an approved Home Health Care plan, accumulate to the applicable outpatient therapy services maximum.

Chiropractic Services

Covered same as Physician Services - Office Visit

Covered same as Physician Services - Office Visit

Annual Limit:

- Chiropractic Care - 50 days

Cardiac Rehabilitation Services

Covered same as Physician Services - Office Visit

Covered same as Physician Services - Office Visit

Annual Limit:

- Cardiac Rehabilitation - 36 days

Hospice

Inpatient Facilities

Plan pays 100% ^

Outpatient Services

Plan pays 100% ^

Plan pays 80% ^

Plan pays 80% ^

Note: Includes Bereavement counseling provided as part of a hospice program.

Bereavement Counseling (for services not provided as part of a hospice program)

Services Provided by a Mental Health Professional

Covered under Mental Health benefit

Covered under Mental Health benefit

Medical Specialty Drugs

Outpatient Facility

Plan pays 100% ^

Plan pays 80% ^

Physician's Office

Plan pays 100% ^

Plan pays 80% ^

Home

Plan pays 100% ^

Plan pays 80% ^

Note: This benefit only applies to the cost of the Infusion Therapy drugs administered. This benefit does not cover the related Facility, Office Visit or Professional charges.

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Benefit**In-Network****Out-of-Network**

Note: Services where plan deductible applies are noted with a caret (^). Plan deductible always applies before benefit copays/deductibles.

Maternity

Initial Visit to Confirm Pregnancy	Covered same as Physician Services - Office Visit	Covered same as Physician Services - Office Visit
All Subsequent Prenatal Visits, Postnatal Visits and Physician's Delivery Charges (Global Maternity Fee)	Plan pays 100% ^	Plan pays 80% ^
Office Visits in Addition to Global Maternity Fee (Performed by OB/GYN or Specialist)	Covered same as Physician Services - Office Visit	Covered same as Physician Services - Office Visit
Delivery - Facility (Inpatient Hospital, Birthing Center)	Covered same as plan's Inpatient Hospital benefit	Covered same as plan's Inpatient Hospital benefit

Abortion

Abortion Services	Coverage varies based on Place of Service	Coverage varies based on Place of Service
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Note: Elective and non-elective procedures

Family Planning

Women's Services	Plan pays 100%	Coverage varies based on Place of Service
Men's Services	Coverage varies based on Place of Service	Coverage varies based on Place of Service

Includes contraceptive devices as ordered or prescribed by a physician and surgical sterilization services, such as tubal ligation (excludes reversals)

Infertility

Infertility Treatment	Coverage varies based on Place of Service	Coverage varies based on Place of Service
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Infertility covered services: lab and radiology test, counseling, surgical treatment, includes artificial insemination, in-vitro fertilization, GIFT, ZIFT, etc.

- Lifetime Maximum: Unlimited

Other Health Care Facilities/Services

Home Health Care	Plan pays 100% ^	Plan pays 80% ^
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Note: Annual Limit: 200 days (The limit is not applicable to mental health and substance use disorder conditions.) Includes outpatient private duty nursing when approved as medically necessary

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Benefit

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Out-of-Network

Note: Services where plan deductible applies are noted with a caret (^). Plan deductible always applies before benefit copays/deductibles.

Organ Transplants

Inpatient Hospital Facility Services

LifeSOURCE Facility

Plan pays 100% ^
Covered same as plan's Inpatient Hospital benefit

Not Applicable

Non-LifeSOURCE Facility

Covered same as plan's Inpatient Hospital benefit

Inpatient Professional Services

LifeSOURCE Facility

Plan pays 100% ^

Not Applicable

Non-LifeSOURCE Facility

Covered same as plan's Inpatient Professional benefit

Not Applicable
Covered same as plan's Inpatient Professional benefit up to the following transplant maximums:

- Bone Marrow - \$130,000
- Heart - \$150,000
- Heart/Lung - \$185,000
- Kidney - \$80,000
- Kidney/Pancreas - \$80,000
- Liver - \$230,000
- Lung - \$185,000
- Pancreas - \$50,000

• Travel Maximum - Cigna LifeSOURCE Transplant Network® Facility Only: After the plan deductible is met, Unlimited maximum per Transplant per Lifetime

Durable Medical Equipment

- Annual Limit: Unlimited

Plan pays 100% ^

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

Plan pays 100%

Plan pays 80% ^

External Prosthetic Appliances (EPA)

- Annual Limit: Unlimited

Plan pays 100% ^

Plan pays 80% ^

Bariatric Surgery

- Surgeon Charges Lifetime Maximum: \$10,000

Coverage varies based on Place of Service

Coverage varies based on Place of Service

Treatment of Clinically severe obesity, as defined by the body mass index (BMI) is covered. The following are excluded:

- medical and surgical services to alter appearances or physical changes that are the result of any surgery performed for the management of obesity or clinically severe (morbid) obesity
- weight loss programs or treatments, whether prescribed or recommended by a physician or under medical supervision

Routine Foot Care

Not Covered

Not Covered

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

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Benefit

In-Network

Out-of-Network

Note: Services where plan deductible applies are noted with a caret (^). Plan deductible always applies before benefit copays/deductibles.

Hearing Aids

- Maximum of 2 devices (one per ear) per 24 months
- Includes testing and fitting of hearing aid devices at Physician Office Visit cost share

Plan pays 100% ^

Plan pays 80% ^

Wigs

- Unlimited maximum per 12 months for Wigs prescribed for hair loss due to chemotherapy.

Plan pays 100% ^

Plan pays 100% ^

Acupuncture

- Annual Limit: 20 days

Covered same as Physician Services - Office Visit

Covered same as Physician Services - Office Visit

Mental Health and Substance Use Disorder

Inpatient Mental Health

Plan pays 100% ^

Plan pays 80% ^

Outpatient Mental Health – Physician's Office

Plan pays 100% ^

Plan pays 80% ^

Outpatient Mental Health – All Other Services

Plan pays 100% ^

Plan pays 80% ^

Inpatient Substance Use Disorder

Plan pays 100% ^

Plan pays 80% ^

Outpatient Substance Use Disorder – Physician's Office

Plan pays 100% ^

Plan pays 80% ^

Outpatient Substance Use Disorder – All Other Services

Plan pays 100% ^

Plan pays 80% ^

Annual Limits:

- Unlimited maximum

Notes:

- 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.
- Services are paid at 100% after you reach your out-of-pocket maximum.

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

Cigna Total Behavioral Health - Inpatient and Outpatient Management

- Inpatient utilization review and case management
- Outpatient utilization review and case management
- Partial Hospitalization
- Intensive outpatient programs
- Changing Lives by Integrating Mind and Body Program
- Lifestyle Management Programs: Stress Management, Tobacco Cessation and Weight Management.
- Narcotic Therapy Management
- inMyndSM program - a comprehensive, holistic solution to help recognize and find resources to treat behavioral health conditions.

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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 (except Specialty up to 30-day supply)

Retail (per 30-day supply):

- Generic: You pay \$5 [^]
- Preferred Brand: You pay \$20 [^]
- Non-Preferred Brand: You pay \$40 [^]

Retail:

- You pay 20% [^]
- Your plan pays 80% [^]

Retail and Home Delivery (per 30-day supply):

- Specialty: You pay 20% [^]

Home Delivery:
Same as Retail Out-of-Network

Retail and Home Delivery (per 90-day supply):

- Generic: You pay \$10 [^]
- Preferred Brand: You pay \$40 [^]
- 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 can be filled at any network retail 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.
- Patient is responsible for the applicable cost share based upon the tier of the dispensed medication.
- 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.

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 – but excludes infertility drugs.
- Contraceptive devices and drugs are covered with federally required products covered at 100%.
- Insulin, glucose test strips, lancets, insulin needles & syringes, insulin pens and cartridges are covered.
- Lifestyle drugs are covered - limited to sexual dysfunction.
- Oral Fertility drugs are covered.

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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 provisions 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.

Patient Assurance Program

Your plan includes the Patient Assurance Program, which waives the deductible and reduces the amount you owe for certain medications used to treat chronic conditions included in the program. Additionally:

- Any amount you pay for these medications count toward meeting both your deductible and out-of-pocket maximum.
- Any discount provided by a pharmaceutical manufacturer for these medications count toward meeting both your deductible and out-of-pocket maximum.

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.

Cigna Diabetes Prevention Program in collaboration with Omada

Cigna Diabetes Prevention Program in collaboration with Omada is a program to help you avoid the onset of diabetes, as well as health risks that might lead to heart disease or a stroke. The program is covered by your health plan at the preventive level, just like for your wellness visit. Program participants have access to a professional virtual health coach, an online support group, interactive lessons, and a smart-technology scale. The program will help you make small changes in your eating, activity, sleep, and stress to achieve healthy weight loss through a series of 16 weekly lessons and tools to help you maintain weight loss over time. You will also be offered the opportunity to join a gym for a low monthly fee and no enrollment fee.

Comprehensive Oncology Program

- Care Management outreach
- Case Management

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

Included

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Additional Information

Healthy Pregnancies/Healthy Babies

- Care Management outreach
 - Maternity Case Management
 - Neo-natal Case Management
- \$150 (1st trimester) / \$75 (2nd trimester) - Option 3

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 as required by applicable state or federal law 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 as required by applicable state or federal law.

The member is responsible for applicable In-Network cost-sharing amounts (any deductible, copay or coinsurance). The member is not responsible for any 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.

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.

One Guide

Available by phone or through myCigna mobile application. One Guide helps you navigate the health care system and make the most of your health benefits and programs.

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

In-Network: Coordinated by your physician

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

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

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Additional Information

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

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.
- 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:

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Exclusions

- o Not approved by the U.S. Food and Drug Administration (FDA) or other appropriate regulatory agency to be lawfully marketed;
- o Not demonstrated, through existing peer-reviewed, evidence-based, scientific literature to be safe and effective for treating or diagnosing the condition or Sickness for which its use is proposed;
- o 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
- o The subject of an ongoing phase I, II or III clinical trial (other than successfully completed phase III clinical trial of the FDA), 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. The plan or policy shall not deny coverage for a drug or Biologic therapy as experimental, investigational and unproven if the drug or Biologic therapy is otherwise approved by the FDA to be lawfully marketed, has not been contraindicated by the FDA for the use for which the drug or Biologic has been prescribed and is recognized for the treatment of cancer in any one of the following: the U.S. Pharmacopeia Drug Info. Guide for the Health Care Professional; the AMA Drug Evaluations; or the American Society of Health System Pharmacists' American Hospital Formulary Drug Service Information. Peer-reviewed medical literature means a published study in a journal or other publication in which original manuscripts have been critically reviewed for scientific accuracy, validity, and reliability by unbiased international experts, and that has been determined by the International Committee of Medical Journal Editors to have met its Uniform Requirements for Manuscripts submitted to Biomedical journals. Peer-reviewed medical literature does not include publications or supplements to publications that are sponsored to a significant extent by a pharmaceutical manufacturing company or any carrier that delivers, renews, amends or continues a health insurance policy in this state.
- Cosmetic surgery and therapies. Cosmetic surgery or therapy is defined as surgery or therapy performed to improve or alter appearance or self-esteem or to treat psychological symptomatology or psychosocial complaints related to one's appearance.
- The following services are excluded from coverage regardless of clinical indications: macromastia or gynecomastia surgeries; surgical treatment of varicose veins; abdominoplasty; panniculectomy; rhinoplasty; blepharoplasty; redundant skin surgery; removal of skin tags; acupressure; craniosacral/cranial therapy; dance therapy; movement therapy; applied kinesiology; rolfing; prolotherapy; and extracorporeal shock wave lithotripsy (ESWL) for musculoskeletal and orthopedic conditions.
- Surgical and non-surgical treatment of Temporomandibular Joint Dysfunction (TMJ) and craniofacial muscle disorders.
- 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.
- Medical and surgical services, initial and repeat, intended for the treatment or control of obesity, except for treatment of clinically severe (morbid) obesity as shown in Covered Expenses, including: medical and surgical services to alter appearance or physical changes that are the result of any surgery performed for the management of obesity or clinically severe (morbid) obesity; and weight loss programs or treatments, whether prescribed or recommended by a Physician or under medical supervision.
- Unless otherwise covered in this plan, for reports, evaluations, physical examinations, or hospitalization not required for health reasons including, but not limited to, employment, insurance or government licenses, and court-ordered, forensic or custodial evaluations.
- Court-ordered treatment or hospitalization, unless such treatment is prescribed by a Physician and listed as covered in this plan.
- Infertility services when the infertility is caused by or related to voluntary sterilization; donor charges and services; cryopreservation of donor sperm and eggs; gestational carriers and surrogate parenting arrangements; and any experimental, investigational or unproven infertility procedures or therapies. Harvesting eggs for a surrogate is a covered expense if harvested from a Member.

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CT

Choice Fund Health Savings Account (HSA) Open Access Plus - HSA OAP Plan

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Exclusions

- Reversal of male or female voluntary sterilization procedures.
- Gender reassignment surgery unless deemed Medically Necessary.
- Any medications, drugs, services or supplies for the treatment of male or female sexual dysfunction such as, but not limited to, treatment of erectile dysfunction (including penile implants), anorgasm, and premature ejaculation.
- Medical and Hospital care and costs for the infant child of a Dependent, beyond the first 61 days of life, 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, and skin preparations, except as specified in the "Home Health Care 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 Care Services provision.
- Personal or comfort items such as personal care kits provided on admission to a Hospital, television, telephone, newborn infant photographs, complimentary meals, birth announcements, and other articles which are not for the specific treatment of an Injury or Sickness.
- Artificial aids including, but not limited to, corrective orthopedic shoes, arch supports, elastic stockings, garter belts, corsets, dentures and wigs (other than as described in Covered Expenses).
- 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 corrective lenses, or the first set of eyeglass lenses and frames and associated services for treatment of keratoconus or following cataract surgery).
- Routine refractions, eye exercises and surgical treatment for the correction of a refractive error, including radial keratotomy.
- Treatment by acupuncture, unless part of pain management.
- 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 and toenail maintenance. However, foot care services for diabetes, peripheral neuropathies and peripheral vascular disease are covered.
- Membership costs or fees associated with health clubs, weight loss programs and smoking cessation programs.
- Genetic screening or pre-implantations genetic screening. General population-based genetic screening is a testing method performed in the absence of any symptoms or any significant, proven risk factors for genetically linked inheritable disease.
- Dental implants for any condition.
- Fees associated with the collection or donation of blood or blood products, except for autologous donation in anticipation of scheduled services where in the utilization review Physician's opinion the likelihood of excess blood loss is such that transfusion is an expected adjunct to surgery.
- Blood administration for the purpose of general improvement in physical condition.
- Cost of biologicals that are immunizations or medications for the purpose of travel, or to protect against occupational hazards and risks.
- Cosmetics, dietary supplements and health and beauty aids.

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CT

Choice Fund Health Savings Account (HSA) Open Access Plus - HSA OAP Plan

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Exclusions

- To the extent permitted by law, for or in connection with an Injury or Sickness arising out of, or in the course of, any employment for wage or profit. For Medical Benefits, this will not apply to any of the Policyholder's partners, proprietor's or corporate officers, however, if payment is made for expenses in the event that third-party liability is determined and satisfied (whether by settlement, judgment, arbitration or otherwise), Cigna shall be refunded the lesser of: the amount of Cigna's payment for such expenses; or the amount actually received from the third party for such expenses. In the event that a workers' compensation claim is filed, Cigna shall have a lien on the proceeds of any award or settlement to the extent of its payment of benefits.
- Massage therapy.
- Any services, supplies or equipment intended primarily to provide a safe environment, including, but not limited to: helmets, safety goggles/glasses, bed exit monitors, restraints, telephone alert systems, fire extinguishers, smoke/carbon monoxide detectors, fall detection systems, safety rails, fixtures to real property to create a safe surrounding, first aid kits, automatic external defibrillators.

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, Evernorth Care Solutions, Inc., Evernorth 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

07/01/2023

CT

Choice Fund Health Savings Account (HSA) Open Access Plus - HSA OAP Plan

Proclaim - 17427284 - V 26 - 03/24/23 11:10 AM ET

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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>.



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Proficiency of Language Assistance Services

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

Spanish – ATENCIÓN: Hay servicios de asistencia de idiomas, sin cargo, a su disposición. Si es un cliente actual de Cigna, llame al número que figura en el reverso de su tarjeta de identificación. Si no lo es, llame al 1.800.244.6224 (los usuarios de TTY deben llamar 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. Dành 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 사용하지는 경우, 언어 지원 서비스를 무료로 이용하실 수 있습니다. 현재 Cigna 가입자님들께서는 ID 카드 뒷면에 있는 전화번호로 연락해 주십시오. 기타 다른 경우에는 1.800.244.6224 (TTY: 다이얼 711)번으로 전화해 주십시오.

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 1.800.244.6224 (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 dostępnej, 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 (utenti 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 می‌شود. برای مشتریان فعلی Cigna، لطفاً با شماره‌ای که در پشت کارت شناسایی شماست تماس بگیرید. در غیر اینصورت با شماره 1.800.244.6224 تماس تلفن ویژه ناشنوا این: شماره 711 را شماره‌گیری کنید).

For Employees of the Town of Rocky Hill

Effective Date: July 01, 2023

This is a summary of benefits for your dental plan.

All deductibles, plan maximums, and service specific maximums (dollar and occurrence) cross accumulate between in and out of network.

Your DPPO plan allows you to see any licensed dentist, but using an in-network dentist may minimize your out-of-pocket expenses.

Plan Design	Total Cigna DPPO	Out-of-Network
Calendar Year Maximum (Class I, II, III, IX Expenses)	Unlimited, Class I Applies	Unlimited, Class I Applies
Calendar Year Deductible		
Per Individual	\$0	\$0
Per Family	\$0	\$0
Class I Expenses - Preventive & Diagnostic Care		
Oral Exams Cleanings Routine X-rays Fluoride Application Sealants Space Maintainers (limited to non-orthodontic treatment) Non-Routine X-rays Emergency Care to Relieve Pain Instruction for Oral Hygiene	80%, No Deductible	80%, No Deductible
Class II Expenses - Basic Restorative Care		
Fillings Oral Surgery - Simple Extractions Oral Surgery - All Except Simple Extraction Surgical Extraction of Impacted Teeth Anesthetics Minor Periodontics Major Periodontics Root Canal Therapy / Endodontics Relines, Rebases, and Adjustments Repairs - Bridges, Crowns, and Inlays Repairs - Dentures Brush Biopsy	80%, No Deductible	80%, No Deductible
Class III Expenses - Major Restorative Care		
Crowns/Inlays/Onlays Stainless Steel/Resin Crowns Dentures Bridges	50%, No Deductible	50%, No Deductible
Class IV Expenses - Orthodontia		
Coverage for Eligible Children and Adults Lifetime Maximum	60%, No Ortho Deductible \$600	60%, No Ortho Deductible \$600
Class IX Expenses - Implants		
Plan Calendar Year Max	50%, No Deductible \$10,000	50%, No Deductible \$10,000
Dental Plan Reimbursement Levels	Based on Contracted Fees	Based on Maximum Allowable Charge Standard schedule (for location of service rendered).
Additional Member Responsibility in excess of Coinsurance	None	Yes, the difference between the member's dentist's billed charges and the dental plan reimbursement level***
Student/Dependent Age	26/26	

P0010 Network.

For Employees of the Town of Rocky Hill

Effective Date: July 01, 2023

Cigna Dental PPO / Indemnity Exclusions and Limitations:

Procedure	Exclusions & Limitations
Exams	Two per calendar year
Prophylaxis (cleanings)	Two per calendar year
Fluoride	1 per calendar year for people under 19
X-Rays (routine)	Bitewings: 2 per calendar year
X-Rays (non-routine)	Full mouth: 1 every 3 calendar years. Panorex: 1 every 3 calendar years
Cone Beams	Not covered
Model	Payable only when in conjunction with Ortho workup
Minor Perio (non-surgical)	Various limitations depending on the service
Perio Surgery	Various limitations depending on the service
Crowns and Inlays	Replacement every 5 years
Prosthesis over Implants	1 per 5 years if unserviceable and cannot be repaired. Benefits are based on the amount payable for non-precious metals. No porcelain or white/tooth colored material on molar crowns or bridges.
Bridges	Replacement every 5 years
Dentures and Partial	Replacement every 5 years
Relines, Rebases	Covered if more than 6 months after installation
Adjustments	Covered if more than 6 months after installation
Repairs - Bridges	Reviewed if more than once
Repairs - Dentures	Reviewed if more than once
Sealants	Limited to posterior tooth. One treatment per tooth every three years up to age 14
Space Maintainers	Limited to non-Orthodontic treatment. No frequency limit for participants under age 19.
Alternate Benefit	When more than one covered Dental Service could provide suitable treatment based on common dental standards, Cigna HealthCare will determine the covered Dental Service on which payment will be based and the expenses that will be included as Covered Expenses.
Missing Tooth Provision	The amount payable is 50% of the amount otherwise payable until insured for 12 months; thereafter, considered a Class III expense
Late Entrant Limit	50% coverage on Class III, IV (if applicable), and IX for 12 months
Pre-Treatment Review	Available on a voluntary basis when extensive work in excess of \$200 is proposed

Benefit Exclusions:

- * Services performed primarily for cosmetic reasons
- * Replacement of a lost or stolen appliance
- * Replacement of a bridge or denture within five years following the date of its original installation
- * Replacement of a bridge or denture which can be made useable according to accepted dental standards
- * Procedures, appliances or restorations, other than full dentures, whose main purpose is to change vertical dimension, diagnose or treat conditions of TMJ, stabilize periodontally involved teeth, or restore occlusion
- * Veneers of porcelain or acrylic materials on crowns or pontics on or replacing the upper and lower first, second and third molars
- * Bite registrations; precision or semi-precision attachments; splinting
- * Instruction for plaque control and diet, Instruction for Oral Hygiene is covered as Class 1 service
- * Dental services that do not meet common dental standards
- * Services that are deemed to be medical services
- * Services and supplies received from a hospital
- * Charges which the person is not legally required to pay
- * Charges made by a hospital which performs services for the U.S. Government if the charges are directly related to a condition connected to a military service
- * Experimental or investigational procedures and treatments
- * Any injury resulting from, or in the course of, any employment for wage or profit
- * Any sickness covered under any workers' compensation or similar law
- * Charges in excess of the reasonable and customary allowances
- * To the extent that payment is unlawful where the person resides when the expenses are incurred;
- * Procedures performed by a Dentist who is a member of the covered person's family (covered person's family is limited to a spouse, siblings, parents, children, grandparents, and the spouse's siblings and parents);
- * For charges which would not have been made if the person had no insurance; For charges for unnecessary care, treatment or surgery;
- * To the extent that you or any of your Dependents is in any way paid or entitled to payment for those expenses by or through a public program, other than Medicaid;
- * To the extent that benefits are paid or payable for those expenses under the mandatory part of any auto insurance policy written to comply with a "no-fault" insurance law or an uninsured motorist insurance law. Cigna HealthCare will take into account any adjustment option chosen under such part by you or any one of your Dependents.
- * In addition, these benefits will be reduced so that the total payment will not be more than 100% of the charge made for the Dental Service if benefits are provided for that service under this plan and any medical expense plan or prepaid treatment program sponsored or made available by your Employer.

** In Texas, the insured dental product offered by CGLIC and CHLIC is referred to as the Cigna Dental Choice Plan, and this plan utilizes the national Cigna Dental PPO network.

***Charges are based upon an independent third party organization that is the industry standard. Percentile data is based upon the third party organization's aggregated industry-wide claims data

This benefit summary highlights some of the benefits available under the proposed plan. A complete description regarding the terms of coverage, exclusions and limitations, including legislated benefits, will be provided in your insurance certificate or plan description.

Benefits are insured and/or administered by Cigna HealthCare.

Did you know that most of Cigna's dental plans include the Cigna Dental Oral Health Integration Program? This program was designed to address research that supports the association of oral health to overall health and provides reimbursement of copays or coinsurance for customers with qualifying medical conditions for program eligible procedures. Additionally, registered program members can access articles on behavioral conditions that impact oral health.

Cigna is a registered service mark, and the "Tree of Life" logo is a service mark, of Cigna Intellectual Property, Inc., licensed for use by Cigna Corporation and its operating subsidiaries. All products and services are provided by or through such operating subsidiaries and not by Cigna Corporation. Such operating subsidiaries include Connecticut General Life Insurance Company, Cigna Health and Life Insurance Company, Cigna HealthCare of Connecticut, Inc., and Cigna Dental Health, Inc. and its subsidiaries.

DISCRIMINATION IS AGAINST THE LAW

Dental coverage

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- Provides free aids and services to people with disabilities to communicate effectively with us, such as:
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 - Written information in other formats (large print, audio, accessible electronic formats, other formats)
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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>.



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Proficiency of Language Assistance Services

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

Spanish – ATENCIÓN: Hay servicios de asistencia de idiomas, sin cargo, a su disposición. Si es un cliente actual de Cigna, llame al número que figura en el reverso de su tarjeta de identificación. Si no lo es, llame al 1.800.244.6224 (los usuarios de TTY deben llamar 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 LỜI Ý: Quý vị được cấp dịch vụ trợ giúp về ngôn ngữ miễn phí. Dành 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 연락해주시십시오. 기타 다른 경우에는 1.800.244.6224 (TTY: 다이얼 711)번으로 전화해주시십시오.

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 المدون علي ظهر بطاقتكم الشخصية. او اتصل ب 1.800.244.6224 (TTY: اتصل ب 711).

French Creole – ATANSYON: Gen sèvis èd nan lang ki disponib gratis pou ou. Pou kliyan Cigna yo, rele nimewo ki dèyè 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 dostępnej, 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 (utenti 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 می‌شود. برای مشتریان فعلی Cigna، لطفاً با شماره‌ای که در پشت کارت شناسایی شماست تماس بگیرید. در غیر اینصورت با شماره 1.800.244.6224 تماس بگیرید (شماره تلفن ویژه ناشنوايان: شماره 711 را شماره‌گیری کنید).

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