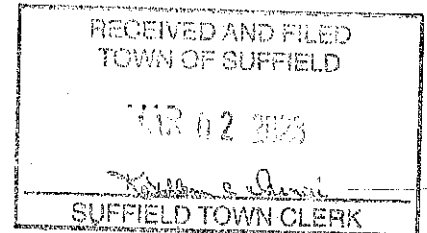
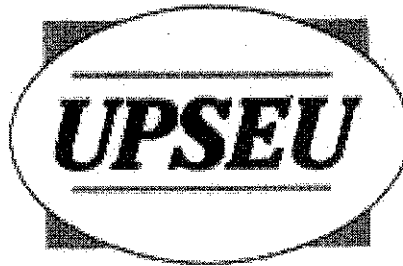


# Collective Bargaining Agreement

*By and Between*

**The TOWN of SUFFIELD**

*and the*



**UNITED PUBLIC SERVICE EMPLOYEES UNION**

**Local 424 - Unit 110**

Suffield Library Employees

July 1, 2022 through June 30, 2025

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## PREAMBLE

This Agreement entered into by and between the Town of Suffield, State of Connecticut, hereinafter referred to as the Town, and the United Public Service Employees Union (UPSEU), Local 424-Unit 110, Suffield Library Employees hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the Town and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and establishment of rates of pay, hours of work, working privileges or benefits or any other matters that come within the general meaning of the terms, working conditions or conditions of employment.

## ARTICLE 1 RECOGNITION

- 1.1 The Town hereby recognizes the Union as the exclusive collective bargaining agent for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment for the unit consisting of all library employees who regularly work at least fifteen (15) hours per week, excluding the Library Director and Associate Director and all others excluded by the Act.

## ARTICLE 2 DEFINITIONS

- 2.1 Pro-rata for benefits other than insurance is defined as calculating the number of hours worked by a regularly scheduled part-time employee and dividing it by the regular full time hours to get a percentage.  
  
Example: for a 15hrs/week employee  $-15 \div 37 = 41\%$  benefit ratio
- 2.2 Pro-rata for holiday and leave provisions is defined as dividing the weekly number of hours regularly worked by five (5) days. Vacation taken by the week shall be paid at the employee's regularly scheduled full week's regular pay.
- 2.3 To calculate the ratio for an irregularly scheduled part-time employee, the Town will average the employee's hours per week for the first three months of each year. This average number of hours per week divided by thirty-seven (37) shall constitute the pro rata percentage. For those contractual provisions that require at least fifteen (15) hours per week, the average number of hours shall be used in making that determination.
- 2.4 A full-time employee is one who works thirty-seven (37) hours or more per week.
- 2.5 A regular part-time employee is one who works fifteen (15) hours per week but less than thirty-seven (37) hours per week.
- 2.6 All salary negotiations will be based on thirty-seven (37) hours per week.
- 2.7 Commission shall mean the Library Commission.
- 2.8 The Director shall mean the Director of the Library or Associate Director as applicable.

2.9 Year shall mean fiscal year (July 1-June 30).

### ARTICLE 3 NO DISCRIMINATION

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination because of any Federal or State protected class, including race, color, religion, age, sex, sexual orientation, gender expression or identity, national origin or disability, or other status protected by law.

### ARTICLE 4 EMPLOYEE RIGHTS AND REPRESENTATION

Employees have and shall be protected in the exercise of the right without fear of penalty or reprisal to join and assist the Union. The freedom of employees to assist the Union shall be recognized as extending to participation in the management of the Union and acting for the Union in the capacity of Union Officer or Representative.

### ARTICLE 5 UNION SECURITY/DUES AND FEES

5.1 All current employees and employees hired after the date this Agreement is signed shall be entitled to remain or become members of the Union.

The Town agrees to deduct Union membership dues and/or fees as may be allowed by law once each month from the pay of those employees who individually and in writing authorize such deductions. The Town will remit once each month on or before the last day of the month in which such deductions are made, together with the list of employees from whose wages these sums have been deducted, a copy of said deduction to the Treasurer of the Union. Such dues deductions shall continue for the duration of this Agreement, and any extension thereof the Union agrees to hold the Town harmless from damage arising from the making of authorized deductions. These deductions will be made on the payday of each month as specified by the Town and agreed to by the Union.

5.2 Within ten (10) working days of an employee's hire date, the Town shall provide the Unit President and UPSEU Labor Relations Representative with the following information about newly hired bargaining unit members: first and last name, work location; pay rate; and work phone number and email address. The Town shall provide the Union an opportunity to meet with new employees hired into the bargaining unit during the first thirty (30) calendar days of employment with the Town provided that such meeting does not disrupt the operations of the Town and that such meeting is limited to a duration of twenty (20) minutes or less.

ARTICLE 6  
MANAGEMENT RIGHTS

- 6.1 Nothing herein contained shall be construed as limiting the right of the Town to manage or direct the working force, including: the right to hire, transfer, promote, demote, suspend or discharge any employee in order to maintain discipline and efficiency; to relieve employees from duty because of lack of work or other causes deemed sufficient to the Town; to determine the methods, procedures, and means of operation, the schedules of work, methods or facilities; and to limit or curtail its operations unless and only to the extent that provisions of this Agreement specifically curtail or limit such rights, powers, and authority.
- 6.2 The employer may subcontract, provided it first advises the Union of its intent to do so and negotiates with the staff over the effects of the decision to subcontract. The Town agrees that it will not subcontract work for the purpose of replacing bargaining unit members or their hours without mutual consent.

ARTICLE 7  
NO STRIKE/NO LOCKOUT

- 7.1 The Union agrees that all employees included in this Agreement will not collectively or individually engage in or participate, directly or indirectly, in any strike, sympathy strike, slowdown, or stoppage during the term of this Agreement.
- 7.2 The Town agrees that it shall not lockout employees during the term of this Agreement.

ARTICLE 8  
SENIORITY

- 8.1 Except as provided for in Sections 8.2 and 8.3, seniority shall commence upon the date that the employee begins as a full-time or regular part-time paid employee of the Library. The employee's earned seniority shall not be lost because of absence due to family leave, medical leave, bereavement, jury duty, personal leave, or authorized leave or while eligible for recall. Seniority and seniority rights will not be accrued during unpaid leave of absence or layoff, but such rights will not be lost by the employee because of such leave.
- 8.2 An employee shall lose his/her seniority if he/she (a) quits, resigns, or is discharged; (b) is absent from work for five (5) consecutive scheduled days without notifying the director or without satisfactory excuse; (c) exceeds a leave of absence without satisfactory explanation; or (d) fails to return from a lay off within ten (10) working days after receipt of by registered mail to return.
- 8.3 New employees in the Library shall be considered probationary during their first one hundred twenty (120) calendar days of employment. During such probationary period, the employee shall not attain seniority rights under this Agreement, and such probationary employee will be subject to discharge by the Town without access to the grievance procedure. At the successful completion of the probationary period, seniority shall be retroactive to the commencement of employment.

- 8.4 When positions, vacancies, promotions and/or hours are available in the Library, the Director, working in concert with the Human Resources Director, shall post the job title and job description internally for one (1) week and notify the Unit President of such posting in writing. Each library employee who is interested will have the opportunity to apply for said opening(s). The Director, working in concert with the Human Resources Director, shall make the most reasonable employee selection based on qualifications, competence to perform the work, and the best interests of library services. Qualifications and seniority will be used in filling the position. The Director, working in concert with the Human Resources Director, retains the right to post the positions outside the Library if no qualified employee applies. All qualifications being equal, the position and/or hours shall be awarded to the bargaining unit employee. Employees in need of disability accommodations shall be given priority consideration for lateral or downgrade placements.
- 8.5 In the event there is a reduction in or proposed reduction in the number of employees or number of work hours, the Director, working in concert with the Human Resources Director, shall consult with the Union at least fourteen (14) calendar days before the layoff is to begin as to the most reasonable layoff procedure in the best interest of library services.
- 8.6 Except as provided above, the order of layoff for employees covered by this Agreement is as follows:
- a. Probationary employees
  - b. Other part-time employees
  - c. Regular part-time employees with the least seniority first
  - d. Full-time employees with the least seniority first
- 8.7 Employees who are laid off shall notify the Director in writing at the time of layoff that she/he requests placement on a recall list for a period of twelve (12) months, those employees shall have the right to be recalled in the reverse order of the layoff if a position should become vacant for which the employee is qualified.
- 8.8 No person shall be newly employed until all persons on the recall list have been notified by certified mail, and such persons are either offered reemployment or declined such reemployment offer. An employee who declines an offer of reemployment shall forfeit recall rights. If a person on recall fails to respond to a certified letter notifying the employee of a recall opportunity within ten (10) days of receipt, the employee shall lose recall rights.
- 8.9 No new employee shall be hired for temporary, part-time, or seasonal positions until all employees on the recall list have had opportunity to decline such employment. Such employment rights shall not constitute recall, and refusal of such employment will not affect rights.
- 8.10 A laid-off employee shall have the right to bump a less senior employee in the same or lower classification, provided they are competent to perform the work.

ARTICLE 9  
HOURS OF WORK AND OVERTIME

- 9.1 In the event the Director wishes to change hours of work for any position covered by this Agreement, he/she shall ensure formal input from the staff to develop the most reasonable plan in the best interests of library services. The Director retains the existing prerogative to change the hours of work for any position covered by this Agreement.
- 9.2 All employees shall receive one and one-half (1 1/2) times their regular hourly rate for all work performed in excess of forty (40) hours in any week. Bargaining unit members shall be given preference for all overtime work unless such work results in excess of forty (40) hours in any week. Such overtime will be divided equally as far as practicable among these employees.
- 9.3 Temporary fill in hours for employees sick or otherwise absent will be replaced as needed on the basis of a mutually agreed upon 'call 'list' where practicable, extra hours should be on a rotating basis.
- 9.4 Employees shall be permitted to temporarily alter the start and/or end time of his/her workday or alter the days worked in a pay period upon request of the employee and advanced approval by the Library Director. When flex time is used, the employee and the Library Director shall coordinate the work time to ensure that the employee's regular number of hours are worked in the affected pay period, and issues such as coverage, workload, and other legitimate operational concerns shall be considered.

ARTICLE 10  
DISCIPLINE

- 10.1 All disciplinary action shall be applied in a fair and equitable manner and for cause. It shall be consistent with the infraction. No employee shall receive a written warning, suspension, or discharge without just cause.
- 10.2 All written warnings, suspensions and discharges must be given in writing with reasons stated. A copy shall be given to the employee and the Union President at the time the discipline is issued.
- 10.3 Progressive discipline shall be applied when appropriate. Disciplinary action normally shall comply with the following order: (Cases of serious offenses which result in arrest or indictment for a crime may result in immediate suspension without pay subject to a subsequent disciplinary hearing).
- a. Verbal warning
  - b. Written warning
  - c. Suspension
  - d. Discharge
- 10.4 All disciplinary action may be appealed through the established grievance procedure.

- 10.5 Each employee shall have the right to see and review her/his personnel file upon request to the Human Resources Director. The employee shall be given copies of all materials in her/his file, including evaluation reports. Employees may request that the Town correct, amend or delete incorrect or inaccurate materials. Failing mutual agreement, the employee shall have the right to respond, and it shall be made part of the file. No separate active personnel file shall be maintained other than the one subject to employee inspection.
- 10.6 All disciplinary actions, verbal, written warnings, and any other type of action shall be removed from the records of the employee one (1) year after the application of discipline unless a pattern of repeated conduct is suspected.
- 10.7 Any employee who has been disciplined or discharged and is subsequently exonerated shall be reinstated without prejudice or loss of seniority.

## ARTICLE 11 GRIEVANCE PROCEDURES

- 11.1 The purpose of the grievance procedure shall be to settle employee grievances on as low an administrative level as possible so as to insure employees' morale without impairing Library efficiency.

11.2 Definitions:

- a. A "grievance" is a claimed violation, misinterpretation or misapplication of the provisions herein negotiated in this Agreement.
- b. A "grievant" is a library employee who is a member of the bargaining unit, a group of library employees and/or the Union.

c. "Business Day" for the purpose of this article, a "Business Day" shall mean the days and hours of operation of the Town Hall.

STEP ONE: Any employee with a grievance, and/or the Union Representative, shall present it to the Director or his/her designee within ten (10) business days of the date the alleged grievance occurred or is discovered, and the Director or his/her designee shall submit his/her decision in writing, with reason(s) stated, to the aggrieved employee and the Union within ten (10) business days thereafter.

STEP TWO: If the employee is not satisfied with the response at Step One, the employee and/or the Union representative shall submit the grievance in writing, within ten (10) business days after receiving such decision, to the First Selectman, who shall render a decision in writing, with reasons stated within ten (10) business days after the First Selectman receives the written grievance.

STEP THREE: If the Union is not satisfied with the response at Step Two, the Union shall submit the grievance in writing within twenty (20) business days after receipt of the Step Two decision to the Connecticut State Board of Mediation and Arbitration. The decision rendered by the Arbitrator(s) shall have no power to add to or subtract from or modify in any way, the terms of this Agreement. The cost of the arbitration shall be borne equally by both parties. The decision of the



Arbitrator shall be final and binding upon both parties and have the same force and effect as a judgment of law.

- 11.3 The mediation services of the State Board of Mediation and Arbitration may be utilized at any time provided either party so desires.
- 11.4 Either party shall have the right to employ a public stenographer or use a mechanical recording device at any step in the procedure with prior notice to the other party.
- 11.5 If either of the parties related to the grievance procedure desires to meet for the purpose of oral discussion, a meeting shall be requested and scheduled in accordance with Steps One, Two, or Three.
- 11.6 Employees and the Union shall have the right and choice of a representative whenever desired by either the individual employee or the Union at their own expense. The Town shall have the right and choice of a representative whenever desired at its own expense.
- 11.7 By mutual agreement, the parties may agree to extend the time limits of this procedure. Such agreements must be in writing and signed by both the First Selectman and his/her designee and the Union. Absent an extension, the failure by the Union to comply with the time limits of this procedure will result in the grievance being resolved on the basis of the last response by the Town, and the failure of the Town to comply with the time limits of this procedure entitles the employee and/or Union to proceed to the next step of the process.

## ARTICLE 12 INSURANCE AND RETIREMENT BENEFITS

This article and attached insurance plan design appendix (Appendix B) provide summaries and descriptions of various insurance benefits. For additional information, please refer to the insurance documents.

### 12.1 Eligibility:

The Town agrees to provide the following program of medical, hospital, and dental insurance for full time employees (regular work week of thirty-seven (37) or more hours per week) and enrolled dependents, including coverage for dependents until age twenty-six (26) and dental coverage until age twenty-three (23).

The Town agrees to allow employees regularly working less than thirty-seven (37) hours per week but at least twenty (20) hours per week the option of obtaining medical, hospital, and dental insurance. The cost of the monthly premium (outlined below in Section 12.5) shall be shared between the Town and the employee on a pro-rata basis, provided, however, the employee must pay at least 15% of the premium cost.

### 12.2 Group Term Life Insurance:

Life and Accidental Death & Dismemberment Insurance Coverage in the amount of \$50,000.

Group Medical Insurance:

The following identifies the terms and conditions of the medical insurance plan:

**HSA 1**

Health Savings Account \$2,000/\$4,000  
Non-Gatekeeper

**In-Network**

\$2,000/\$4,000 Deductible - Plan Year  
100% Co-ins, after deductible  
\$4000/\$8000 Out of pocket max  
\$0 Wellness, deductible waived

**Out-of-Network**

\$2,000/\$4,000 Deductible  
80/20% Co-ins., after deductible  
\$4,000/\$8,000 Out of pocket max

**In Network Prescription Benefits:**

Rx \$5/\$30/\$45, after deductible - Unlimited max  
Mail Order \$5/\$60/\$90 after deductible  
PSI Platform

Health Savings Account (HSA) Employer funding:

Fiscal year 2022-2033 – Forty percent (40%)  
Fiscal year 2023-2024 – Forty percent (40%)  
Fiscal year 2024-2025 – Forty percent (40%)

Funds shall be deposited to the 'employees' Health Savings Accounts (HSA) in equal shares, with half on or about July 1<sup>st</sup> and half on or about January 1<sup>st</sup> for that year.

The Town will pay all fees related to the initial account setup as well as maintenance fees for basic online statement and services. Any additional bank generated fees for voluntarily selected items, such as lost card or paper statement shall be paid by the employee.

The Town will provide a wage deduction plan for each employee's contributions to her/his HSA account. The insurance deductions will be on a pre-tax basis in accordance with Section 125 of the IRS Code. Participation in this HSA funding plan shall be voluntary.

**Cost Savings Measures: effective July 1, 2023:**

Accredo Specialty Pharmacy: Mandatory mail order for certain specialty drugs to treat cancer and diseases like Parkinson's.

Health Matters Care Management: Pre-certification required for in-patient admissions and certain outpatient procedures including outpatient surgery.

ASH Medical Management: Authorization required after five (5) visits for physical therapy, occupational therapy, and chiropractic care (*NOTE: this provision may only be implemented by the Town after all bargaining units approve it*).

12.4 Group Dental Insurance:

Flex Dental Plan shall consist of the following key provisions:

Deductible \$50 individual/\$150 Family	(waived for preventive care. Applies to Type II Basic Care and Type III Major Care only)
Maximum	\$1000 per person/calendar year
Orthodontia Rider	\$1000 per Lifetime Maximum

12.5 Premium Cost Share Contribution:

Employees shall be required to pay the following percentages of the premium cost for medical and dental insurance.

High Deductible Health Plan with Health Savings Account:

Fiscal Year 2022 - 2023 sixteen percent (16%)  
Fiscal Year 2023 - 2024 sixteen percent (16%)  
Fiscal Year 2024 - 2025 sixteen percent (16%)

Dental Insurance:

Fiscal Year 2022 - 2023 twenty-one percent (21%)  
Fiscal Year 2023 - 2024 twenty-one percent (21%)  
Fiscal Year 2024 - 2025 twenty-one percent (21%)

12.6 Retiree Medical Coverage:

When a full-time employee hired on or before June 30, 2007, retires as defined by the Town's Pension Plan, she/he and his/her legally married spouse, if any, at the time of the employee's retirement shall be allowed to continue to participate in the Town medical group insurance coverage (providing the Town medical group insurance provider is in agreement) until age 65 for which the employee shall pay a percentage of the group premium rate as provided below:

Year of Service	Retiree Pays	Town Pays
25 or more years	0%	100%
21-25 years	25%	75%
15-20 years	35%	65%
10-15 years	50%	50%

The medical insurance for retirees shall contain the same level of coverage and benefits as available to current employees, as may be amended from time to time in negotiations, except that in the case of HDHP plans, the Town will fund the retiree's deductible at the same level as active employees during the period of retirement until the age of 65. Employees hired after July 1, 2018, shall receive thirty percent (30%) funding from the Town.

Eligible Employees after age 65 will move into a Medicare Supplement Plan as required by law. The covered retiree and spouse will have his/her Medicare Supplement Plan premium costs shared in accordance with the chart above.

Full or part-time employees hired on or after July 1, 2007, who are participating in the medical insurance plan as provided in 12.1 at the time of retirement and who have reached 21 years of accredited service and age 55 may be carried on such policies if the retiree pays the full cost of such coverage.

#### 12.7 Other Retirement Benefits

- A. The provisions of an ordinance establishing a Pension Plan for Town employees, enacted by vote of the special town meeting for the Town of Suffield on June 29, 1961, as amended, are made part of this agreement, together with such amendments to said ordinance as may have been made during the term of this agreement.

Employees hired on or after July 1, 2007, will not be eligible to join the deferred benefit pension plan described above. Instead, as a condition of employment, such employees will participate in a deferred contribution (457) retirement plan offered by the Town of Suffield. The employee will be required to make a minimum of a 5.25% of pay contribution per year to this plan. The Town will make a one-for-one, up to a 7% of pay matching contribution per year to this plan.

Those employees who were not participating in the Town's deferred benefit pension plan as of June 13, 2007, but were participating in the 457 Plan referenced in Article 12.5 below, are eligible to participate in this defined contribution plan.

- B. The Town shall continue to make available a 457 Plan (DCP) to all bargaining unit employees who work more than 20 hours per week. Additionally, the Town shall provide a fifty percent (50%) match on employee contributions. The Town's contributions shall be capped at a calendar year maximum of two percent (2%) of the employee's gross annual income.
- C. Family and medical leaves of absence shall not be considered as breaks in service for pension purposes.

#### 12.8 Short Term Disability/Long Term Disability:

- a. The Town shall provide all employees whose regular schedule is twenty-five (25) or more hours per week who have completed at least six (6) months service a disability plan as follows for non-work-related injuries and illnesses for a maximum of twenty-six weeks. A "regular part-time employee" is entitled to a pro-rata benefit. All employees shall be covered by a Short Term Disability (STD) and Long Term

Disability (LTD) Plan, which shall be administered by the Town and paid for by the employees. Payment shall be made through payroll deductions upon the written authorization of each employee on a form entitled "Authorization for Short Term Disability Plan Premiums Deductions." The parties agree that, just as Union dues or any agency fee are treated as a condition of employment, the STD and LTD deductions also shall be treated as a condition of employment. Effective July 1, 1995, each employee shall be compensated a gross monthly dollar amount, which amount shall be equal to the gross dollar amount of his portion of the monthly premium for his coverage under this section. Since that gross dollar amount shall be subject to state/federal withholding, any difference needed to pay the full premium amount shall be deducted from the remaining portion of the employee's paycheck. If, as a result of tax law revisions, STD/LTD benefits become taxable income, despite the fact that the premiums are being paid through employee payroll deductions, then the parties agree to reopen the provisions regarding the method by which premiums are paid.

- b. STD benefits shall be payable on the first day of a non-job related injury or on the eighth day after the onset of an illness, whichever is applicable. Upon request of the Department Head, verification of such injury or illness shall be provided (in connection with sick pay or disability insurance benefits).
- c. STD benefits shall continue for up to twenty-six (26) weeks for each separate occurrence of illness or injury per fiscal year. STD benefits shall consist of sixty percent (60%) of the employee's regular weekly wage plus sixty percent (60%) of the employee's average scheduled overtime for the three full calendar months previous to the leave.
- d. LTD benefits shall become payable if total disability continues beyond 26 weeks at which point STD benefits shall cease. LTD benefits shall consist of 60% of the employee's regular weekly wage, not to include scheduled overtime or any other compensation. LTD benefits shall continue for the period of covered disability until the employee is no longer disabled under the terms of the policy, is deceased or reaches a normal retirement date, whichever comes first.
- e. It is agreed that STD and LTD benefits shall be payable and administered in accordance with the carrier's policy. There shall be no change in benefit payments made without prior negotiations with the Union. However, any administrative changes which do not significantly impact upon the employees shall not require prior negotiations with the Union.
- f. The parties agree to reopen the STD/LTD provisions of the Agreement if the premiums increase in cost by 50% or more, or if unforeseen administrative problems arise (in which case negotiations shall focus upon those "problems"). In the absence of such an increase or such unforeseen administrative problems, the parties agree to "lock out" any negotiations of the STD/LTD provisions of the Agreement for the duration of this Agreement and for six additional years thereafter, subject to an insurer's willingness to continue coverage. If no carrier is willing to insure the STD/LTD program, then the parties agree to reopen the STD/LTD sections of the agreement and commence negotiations of said sections at their earliest mutual availability. While said negotiations are pending, the Town

agrees to grant any employee who incurs a non-job related illness or injury which would have otherwise been covered by the STD/LTD program a maximum of 150 paid sick days to cover the absences necessitated by reason of such illness or injury. Said sick days may not be accumulated by any employee, and no employee shall be entitled to any payout for said sick days (i.e., at the end of the year or upon any type of separation from employment).

- g. The Town shall make reasonable efforts to encourage the STD/LTD insurance carrier to provide payment within two weeks. Both parties acknowledge that the payment schedule is subject to carrier approval.
- h. STD benefits shall be supplemented by up to one hundred dollars (\$100.00) per week, so long as the total of the STD benefits and the one-hundred dollars (\$100.00) does not exceed the employee's regular weekly wage plus overtime.
- i. (1) Employees shall receive credited service for Pension Plan purposes for any period of time in which they receive STD benefits, so long as they continue to make their pension contributions during such period. For purposes of calculating the average compensation (AFC) under the Pension Plan, the periods of time during which employees receive STD benefits shall be treated as though the employees were receiving their regular weekly wages under the wage appendices in this Agreement.  
  
(2) Employees shall not receive credited service for Pension Plan purposes for any period of time in which they receive LTD benefits, and such period of time shall not be used in calculating the employee's average compensation.  
  
(3) It is understood that once an employee satisfies the eligibility for benefits requirements under the Pension Plan or the LTD policy, benefits may be payable in accordance with said plan or policy regardless of whether actual employment is terminated.

- 12.9 The Town shall provide job security for each employee while that employee is on short term disability and/or long-term disability for a period up to twelve (12) months or equal to the illness, whichever is less.
- 12.10 The Town will furnish all employees a copy of the above insurance and pension programs.
- 12.11 If at any time during the term of this contract, the Town meets to discuss any changes in insurance and/or pension which affect members, the Union shall be advised and shall be given the opportunity to be present at any such discussion. There shall be no reduction in the benefit level unless through mutual agreement of the Town and the Union.

#### ARTICLE 13 HOLIDAYS

- 13.1 Subject to the provisions below, all bargaining unit employees will be granted leave with pay in observance of the following holidays:

New Year's Day	Columbus Day
Martin Luther King Day	Veterans Day

President's Day	Thanksgiving Day
Memorial Day	Christmas Eve Day
Independence Day	Christmas Day
Labor Day	Two Floating Holidays

- 13.2 The floating holidays shall be taken by mutual agreement between the employee and the Director. Such holidays shall not be considered a regular holiday for overtime purposes and each employee will be required to actually take a day off from work in order to receive holiday pay.
- 13.3 The holiday leave, whether the day falls when the library is open or closed, shall be granted in the form of compensation time to be taken by mutual agreement between the employee and the Director, consistent with existing practice.
- 13.4 Part-time employees will be granted holiday leave on a pro-rata basis, i.e. scheduled hours per week divided by 5 days.
- 13.5 When a holiday occurs during an employee's vacation, there shall not be a charge to vacation for that holiday.
- 13.6 Whenever any of these holidays shall occur while an employee is out on sick leave, there will be no charge to sick leave for that holiday.

#### ARTICLE 14 LEAVE PROVISIONS

- 14.1 All bargaining unit members will be scheduled to work fifty-two (52) weeks a year.

14.2 Vacation Leave

A full year of accrued paid vacation time shall be credited to an employee on each anniversary of her/his date of hire. Additionally, the current practice of crediting a new hire with five (5) vacation days at the completion of six (6) months of service in her/his first year of employment shall not change.

All fulltime bargaining unit members will receive paid vacation according to the following schedule. Part-time employee's vacation shall be computed on a pro rata basis:

<u><b>If you have:</b></u>	<u><b>You will be credited with the following vacation days annually on your anniversary date of employment:</b></u>
*Six months to one year of service	5
1 year or more of service	10
4 years or more of service	15
7 years or more of service	20

\*In the first year, one (1) week of earned vacation may be taken upon completion of the first six (6) months full-time service. The overall earned vacation for the first year of employment shall not exceed ten (10) days.

a. Consistent with the Agreement dated February 19, 2016, Sabine Schneider shall receive fifteen (15) pro-rata vacation days effective March 1, 2016; beginning March 1, 2019, Ms. Schneider shall be eligible for twenty (20) pro-rata vacation days.

b. The date for determining length of service for vacation eligibility shall be the employee's anniversary date. Those employees eligible may take their vacations, with the Director's approval, any time within the year in which their anniversary date falls.

c. Employees may take their vacation leave, in accordance with schedules established by the Director and/or the Associate Director, throughout the year. The management may limit the number of employees on vacation at any one time because of staffing requirements of the Library. In the event there is a conflict concerning the choice of vacation weeks between employees, the management may use, but is not limited to, the following criteria: the earlier date of the request; the reason for the request for that time; and seniority. The designated management official shall post a sign-up sheet in the staff lounge.

d. For the purpose of computing vacation leave, only dismissal and unpaid leave of absence of more than thirty (30) days will break the continuity of service; other leave will not deter vacation leave accrual during such leave. Vacation leave shall not be granted to probationary employees; however, upon completion of probation, employees shall have their accrual of such leave computed from the date of their original appointment.

e. An employee leaving on vacation of more than four (4) consecutive days may receive her/his vacation pay if a request is made to the Director not less than ten (10) calendar days before the vacation begins.

f. In the event of illness, of a minimum of two (2) days, during an employee's vacation period, the employee shall be given the option of charging the sick days to sick leave provided a doctor's certificate verifies such illness.

g. Employees ending employment shall be paid for any unused current year vacation leave that has accrued to their last day of service. The following employees shall not be entitled to vacation pay:

- a. Those discharged for just cause.
- b. Those laid off for lack of work who refuse to accept recall.
- c. Those on an unpaid leave of absence.

h. Accrued vacation leave or authorized overtime for which payment is due shall be considered to be, earned and payable upon death of any employee to such person or persons entitled by law to receive any compensation due such employee.

i. At the reasonable discretion of the First Selectman, an employee may carry over up to a maximum of five (5) vacation days to the next year.



#### 14.3 Paid Sick Leave

a. Each full time employee shall be granted ten (10) sick days per year on their anniversary date, which shall not be cumulative. The Town agrees to allow regular part time employees working less than 37 hours, but at least 17.5 hours a prorated share of the days granted to regular employees on their anniversary date. During the first year of service, employees shall accumulate one (1) sick day for each month of service completed to a maximum of ten (10) days. The number of sick days taken per year shall not exceed ten (10). The Town shall compensate each bargaining unit member for one half of the sick days authorized under this provision but not used by the employee. The Town shall compensate each employee for one-half of the unused days in accordance with the following:

Compensation shall be at the rate of pay in effect on the last day of the contract year when the days were earned.

Compensation shall be provided in a lump sum on within 30 days following the employee's anniversary date.

The Union and the agree that the system of crediting employees' sick days on a fiscal year will cease effective July 1, 2023. Fulltime and regular part time employees working 17.5 hours per week will earn their sick days on their anniversary date. To transition to this system, on July 1, 2023, all eligible bargaining unit employees will be credited with sick days earned between July 1, 2022, and June 30, 2023. On the employee's next anniversary date following July 1, 2023, he/she will receive a pro-rated amount of sick days earned from July 1, 2023, to such anniversary date and will receive a full year (10) days on the following anniversary date. It is the intent of this provision that no employee will lose earned sick days as a result of this change from fiscal year to anniversary date.

b. A bargaining unit member may be absent from work with pay during such period as actual illness or injury prevents her/him from performing their duties. At the discretion of the Director, each such absence that exceeds four (4) days may require a physician's statement. In the event that the Library Director suspects abuse of this provision, he/she may require the suspected employee to provide a physician's statement after one (1) day absence.

c. An employee absent due to illness or injury shall notify the Director (or representative), if possible, within two (2) hours before the opening of the Library. Failure to do so could result in denial of paid sick leave for the period of absence.

d. Authorized paid absence under this article will include the situation when an employee's child is so ill as to require the employee's presence at home. If the Director believes an employee is abusing this provision, the Director may require the employee to submit a certificate of such illness by a physician.

e. Unused paid sick leave may be substituted for unpaid portions of family medical leave taken for the same purpose.

#### 14.4 Maternity Leave shall be granted in accordance with the Connecticut General Statutes and the federal Family and Medical Leave Act

#### 14.5 Paid Personal and Bereavement Leave

a. Personal Leave. A total of three (3) days of absence with pay per year, not to be accumulated, will be allowed for regular employees for personal leave. This benefit is to be prorated for regular part time employees who work 17.5 hours or more per week. The personal leave day shall be taken by mutual agreement between the employee and the Director. Personal time is earned annually on the employee's anniversary date.

b. Bereavement Leave. A total of four (4) days of absence per occurrence with pay shall be allowed regular employees for death in the family or attendance at funerals. Family includes the employee's spouse, father, mother, sister, brother, child, stepchild, grandparents, grandchild or any person of the immediate household, regardless of relationship. Two (2) days of absence with pay per occurrence shall be allowed for the death of an employee's mother-in-law or father-in-law, step-parent or step-sibling. One (1) day of absence per occurrence with pay shall be allowed for the death of an aunt, uncle, niece, nephew, or cousin. One (1) extra day of bereavement leave with pay may be allowed if the funeral service occurs more than 250 miles away from the Town of Suffield, with substantiating documentation (examples: obituary notice, death certificate, plane ticket, or signed statement by employee) to the Director.

c. The provisions above apply to employees working less than 37 hours but at least 17.5 hours on a pro-rata basis.

#### 14.6 Unpaid Family and Medical Leave shall be per federal law.

#### 14.7 Jury Leave. Any employee called to jury duty shall be paid the difference between the employee's regular rate of pay and the fee received from serving as a juror. An employee called to jury duty shall furnish the Town with a notice to service in evidence of attendance. The Town may request exclusion for any employee who received notification of jury duty.

#### 14.8 Military Leave. Military leave shall be granted in accordance with applicable state and federal law.

#### 14.9 Unpaid Personal Leave of Absence. An employee requesting leave of absence without pay may be granted the same at the discretion of the Library Director upon reasonable cause being given. Such leave shall not exceed sixty (60) days. During such leave of absence, insurance benefits will remain in effect provided the employee pays the applicable premium cost share.

#### 14.10 Union Leave

a. One (1) member of the Union may be designated to process grievances, and such member shall be granted reasonable leave of duty with full pay while engaged in processing said grievance at each step of the procedure through arbitration.

b. One (1) member of the Union may be granted leave of absence from duty with full pay to attend annual conventions, or other Union business, but said employee shall not be granted or entitled to reimbursement by the Town for any expenses incurred in travel or otherwise. Such leave not to exceed five (5) days per year.

c. The Union shall have the right to have three (3) members of its negotiation committee present for all meetings. When such meetings take place during scheduled work hours, a maximum of two (2) members will be granted leave with full pay.

#### ARTICLE 15 WAGES

A wage schedule will be attached as Appendix A, which represents the wage increases effective on the specified dates.

#### ARTICLE 16 WORKERS' COMPENSATION

Employees who are absent from work due to illness or accident for which they are entitled to compensation under the Workers' Compensation Act shall not be charged sick time.

#### ARTICLE 17 GENERAL PROVISIONS

- 17.1 The Town will make every effort to recall employees from layoff whenever the duration and nature of the work being done makes it practical to do so.
- 17.2 During the term of the Agreement, the Town shall furnish the Union with an up to date list of employees. When the employment of an employee terminates, the Town shall notify the Union and furnish the name and date of termination of the employee.
- 17.3 The Town shall provide a copy of this Agreement to each employee presently employed and to each new employee upon employment.
- 17.4 If an article or section of the Agreement is declared invalid by a court of competent jurisdiction, said invalidity shall not affect the balance of the Agreement.
- 17.5 There shall be no alteration, variation, no amendment of the terms and conditions of the Agreement, unless made and agreed to in writing by both parties. Any agreement must be ratified by the Union membership and the Board of Selectmen.
- 17.6 If there is any previously adopted policy, rule, or regulation of the Town which is in conflict with any provision of this Agreement, this Agreement's provision shall prevail during the term of this Agreement.
- 17.7 When an employee is required to use her/his own motor vehicle to perform Library business or attend conferences at the direction of the Director, she/he shall be reimbursed at the Town's prevailing rate per mile traveled.
- 17.8 The Union's business representative shall be permitted to visit specific job sites where bargaining unit members are employed, provided such visits are at normal business hours

and do not interfere with the operation of the department. It is agreed that the Union business representative will report to the Director before talking to bargaining unit members.

- 17.9 The Library Commission shall provide bulletin board space.
- 17.10 Those benefits and privileges previously claimed to have been granted to and enjoyed by the members of the bargaining unit shall be resolved through the grievance procedure.
- 17.11 The Director shall have the right to create new positions or revise existing job descriptions as conditions change. The rate of pay, and/or impacts for new or significantly altered job descriptions shall be mutually agreed to by the Director and the Union. If mutual agreement cannot be reached, any dispute that may arise shall be resolved through the grievance and arbitration procedure of this Agreement and/or the Municipal Employee Relations Act (MERA). Until any dispute is resolved, no changes will be implemented.
- 17.12 When any charge or complaint made by a member of the public against a Bargaining Unit member, neither the Director nor the Library Commission shall officially recognize the charge or complaint as valid unless and until it is in writing, signed by the Complainant.
- 17.13 In the sole discretion of the First Selectman, non-essential employees may be authorized for a late or no arrival or early dismissal due to weather conditions that compromise their safety, and shall not suffer a loss of pay for such late or no arrival or early dismissal. If a non-essential employee reasonably believes that his/her safety may be compromised by weather conditions, but the First Selectman has not authorized a late or no arrival or early dismissal, said employee may, at his/her discretion, utilize accrued vacation or personal leave to cover the absence or, in the sole discretion of the First Selectman, may take an unpaid day.

#### ARTICLE 18 SAFETY & HEALTH

18.1 The Town will comply with the occupational safety and health standards (OSHA) as promulgated under State of Connecticut Statutes, Chapter 571. The Town agrees to provide employees with clean, safe, and healthful conditions of work. Under no circumstances shall a bargaining unit employee be required to perform clean-up of bodily fluids or waste.

#### ARTICLE 19 DURATION

19.1 This Agreement shall become effective upon ratification and shall remain in effect through June 30, 2025, and thereafter shall continue in effect from year to year except that it may be amended effective at the date of expiration by one party giving notice of its intention to amend the agreement to the other party not later than one hundred fifty (150) days prior to the expiration date. Within ten (10) days of receipt of such notice by either party, a conference shall be held between the Town and the Union for the purpose of considering such proposed amendment.

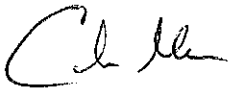
If and when a new library facility plan is finalized and ready to be built, the Town and the Union agree to meet to discuss the impact and effects that said change will have on union members. This could include, but will not be limited to, possible layoffs, moving of supplies and books, and staffing a potential satellite or temporary library.



**SIGNATURE PAGE**

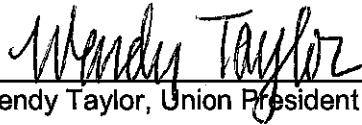
In Witness Whereof, the Parties have caused their names to be signed as of this  
16<sup>th</sup> day of February 2023.

TOWN OF SUFFIELD



Colin Moll, First Selectman

UNITED PUBLIC SERVICE EMPLOYEES  
UNION, LOCAL 424, UNIT 110



Wendy Taylor, Union President

  
Kevin E. Boyle, UPSEU President  
David Perrotti, Labor Relations Representative





APPENDIX A  
SUFFIELD LIBRARY  
LABOR CONTRACT WAGE SCHEDULE  
HOURLY RATES

Position Title	Starting	1-Jul-22	1-Jul-23	1-Jul-24
		<b>2.75% GWI retro to 1/1/2022</b>	<b>2.50% GWI to 7/1/2023</b>	<b>2.50% GWI effective 7/1/24</b>
<b>Children's Librarian</b>	\$32.46	\$33.35	\$34.18	\$35.03
<b>Inter Loan Librarian</b>	\$24.33	\$25.00	\$25.63	\$26.27
<b>Head of Circulation</b>	\$24.33	\$25.00	\$25.63	\$26.27
<b>Technical Processing and Cataloging</b>	\$23.03	\$23.66	\$24.25	\$24.86
<b>Program Services &amp; Outreach Coordinator</b>	\$21.50	\$22.09	\$22.64	\$23.21
<b>Library Assistant I</b>	\$17.68	\$18.17	\$18.62	\$19.09
<b>Reference Librarian</b>	\$25.66	\$26.37	\$27.03	\$27.71
<b>Assistant Head of Circulation</b>	\$16.28	\$16.73	\$17.15	\$17.58

APPENDIX B

INSURANCE PLAN DESIGN  
CIGNA HIGH DEDUCTIBLE HEALTH PLAN

**Summary of Benefits and Coverage: What this Plan Covers & What You Pay For Covered Services**  
Suffield Town and Board of Education: Choice Fund Open Access Plus HSA


Coverage Period: 07/01/2022 - 06/30/2023  
Coverage for: Individual/Individual + Family | Plan Type: OAP



**The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would share the cost for covered health care services. NOTE: Information about the cost of this plan (called the premium) will be provided separately. This is only a summary.** For more information about your coverage, or to get a copy of the complete terms of coverage, go online at [www.cigna.com/sp](http://www.cigna.com/sp). For general definitions of common terms, such as allowed amount, balance billing, coinsurance, copayment, deductible, provider, or other underlined terms, see the Glossary. You can view the Glossary at <https://www.healthcare.gov/sbc-glossary> or call 1-800-Cigna24 to request a copy.

Important Questions	Answers	Why This Matters
<b>What is the overall deductible?</b>	For in-network providers: \$2,000/individual - employee only or \$4,000/family maximum For out-of-network providers: \$2,000/individual - employee only or \$4,000/family maximum Combined medical/behavioral and pharmacy deductible Deductible per individual applies when the employee is the only individual covered under the plan.	Generally, you must pay all of the costs from providers up to the deductible amount before this plan begins to pay. If you have other family members on the policy, the overall family deductible must be met before the plan begins to pay.
<b>Are there services covered before you meet your deductible?</b>	Yes. In-network preventive care & immunizations.	This plan covers some items and services even if you haven't yet met the deductible amount. But a copayment or coinsurance may apply. For example, this plan covers certain preventive services without cost-sharing and before you meet your deductible. See a list of covered preventive services at <a href="https://www.healthcare.gov/coverage/preventive-care-benefits/">https://www.healthcare.gov/coverage/preventive-care-benefits/</a> .
<b>Are there other deductibles for specific services?</b>	No.	You don't have to meet deductibles for specific services.
<b>What is the out-of-pocket limit for this plan?</b>	For in-network providers: \$4,000/individual - employee only or \$8,000/family maximum For out-of-network providers: \$4,000/individual - employee only or \$8,000/family maximum Combined medical/behavioral and pharmacy out-of-pocket limit	The out-of-pocket limit is the most you could pay in a year for covered services. If you have other family members in this plan, the overall family out-of-pocket limit must be met.
<b>What is not included in the out-of-pocket limit?</b>	Penalties for failure to obtain pre-authorization for services, premiums, balance-billing charges, and health care this plan doesn't cover.	Even though you pay these expenses, they don't count toward the out-of-pocket limit.

Important Questions	Answers	Why This Matters
Will you pay less if you use a network provider?	Yes. See <a href="http://www.cigna.com">www.cigna.com</a> or call 1-800-Cigna24 for a list of network providers.	This plan uses a <u>provider network</u> . You will pay less if you use a <u>provider</u> in the <u>plan's network</u> . You will pay the most if you use an <u>out-of-network provider</u> , and you might receive a bill from a <u>provider</u> for the difference between the <u>provider's charge</u> and what your <u>plan</u> pays (balance billing). Be aware your <u>network provider</u> might use an <u>out-of-network provider</u> for some services (such as lab work). Check with your <u>provider</u> before you get services.
Do you need a <u>referral</u> to see a <u>specialist</u> ?	No.	You can see the <u>specialist</u> you choose without a <u>referral</u> .

 All copayment and coinsurance costs shown in this chart are after your deductible has been met, if a deductible applies.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	No charge/visit	20% <u>coinsurance</u>	None
	Specialist visit	No charge/visit	20% <u>coinsurance</u>	None
	Preventive care/ <u>screening</u> / immunization	No charge/visit**	20% <u>coinsurance</u> /visit	None
		No charge/ <u>screening</u> **	20% <u>coinsurance</u> / <u>screening</u>	None
		No charge/immunizations**	20% <u>coinsurance</u> / immunizations	None
		** <u>Deductible</u> does not apply		You may have to pay for services that aren't preventive. Ask your provider if the services needed are preventive. Then check what your <u>plan</u> will pay for.
If you have a test	<u>Diagnostic test</u> (x-ray, blood work)	No charge	20% <u>coinsurance</u>	None
	Imaging (CT/PET scans, MRIs)	No charge	20% <u>coinsurance</u>	Lesser of 50% of covered expenses or \$200 penalty for no out-of-network precertification.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
<b>If you need drugs to treat your illness or condition</b>  More information about prescription drug coverage is available at <a href="http://www.cigna.com">www.cigna.com</a>	Generic drugs (Tier 1)	\$5 copay/prescription (retail); \$5 copay/prescription (home delivery)	20% coinsurance/prescription (retail); Not covered (home delivery)	Coverage is limited up to a 34-day supply (retail) and a 100-day supply (home delivery).  Certain limitations may apply, including, for example: prior authorization, step therapy, quantity limits.  In-network Federally required preventive drugs will be provided at no charge.
	Preferred brand drugs (Tier 2)	\$30 copay/prescription (retail); \$60 copay/prescription (home delivery)	20% coinsurance/prescription (retail); Not covered (home delivery)	
	Non-preferred brand drugs (Tier 3)	\$45 copay/prescription (retail); \$90 copay/prescription (home delivery)	20% coinsurance/prescription (retail); Not covered (home delivery)	
<b>If you have outpatient surgery</b>	Facility fee (e.g., ambulatory surgery center)	No charge	20% coinsurance	Lesser of 50% of covered expenses or \$200 penalty for no out-of-network precertification.
	Physician/surgeon fees	No charge	20% coinsurance	Lesser of 50% of covered expenses or \$200 penalty for no out-of-network precertification.
<b>If you need immediate medical attention</b>	<u>Emergency room care</u>	No charge/visit	No charge/visit	Out-of-network services are paid at the in-network cost share and deductible.
	<u>Emergency medical transportation</u>	No charge	No charge	Out-of-network air ambulance services are paid at the in-network cost share and deductible.
	<u>Urgent care</u>	No charge/visit	No charge/visit	None
<b>If you have a hospital stay</b>	Facility fee (e.g., hospital room)	No charge	20% coinsurance	Lesser of 50% of covered expenses or \$200 penalty for no out-of-network precertification.
	Physician/surgeon fees	No charge	20% coinsurance	Lesser of 50% of covered expenses or \$200 penalty for no out-of-network precertification.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you need mental health, behavioral health, or substance abuse services	Outpatient services	No charge/office visit No charge/all other services	20% <u>coinsurance</u> /office visit 20% <u>coinsurance</u> /all other services	Lesser of 50% of covered expenses or \$200 penalty if no percent of out-of-network non-routine services (i.e., partial hospitalization, etc.).
	Inpatient services	No charge	20% <u>coinsurance</u>	Lesser of 50% of covered expenses or \$200 penalty for no out-of-network precertification.
	Office visits	No charge	20% <u>coinsurance</u>	Primary Care or Specialist benefit levels apply for initial visit to confirm pregnancy.
	Childbirth/delivery professional services	No charge	20% <u>coinsurance</u>	<u>Cost sharing does not apply for preventive services.</u>
If you are pregnant	Childbirth/delivery facility services	No charge	20% <u>coinsurance</u>	Depending on the type of services, a copayment, <u>coinsurance</u> or <u>deductible</u> may apply. Maternity care may include tests and services described elsewhere in the SBC (i.e. ultrasound).

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you need help recovering or have other special health needs	<u>Home health care</u>	No charge	20% coinsurance	Lesser of 50% of covered expenses or \$200 penalty for no out-of-network precertification. Coverage is limited to 200 days annual max. 16 hour maximum per day (The limit is not applicable to mental health and substance use disorder conditions.)
	<u>Rehabilitation services</u>	No charge/visit	20% coinsurance/visit	Lesser of 50% of covered expenses or \$200 penalty for failure to precertify out-of-network speech therapy services. Coverage is limited to annual max of: 36 days for Cardiac rehab services
	<u>Habilitation services</u>	No charge/visit	20% coinsurance/visit	Lesser of 50% of covered expenses or \$200 penalty for failure to precertify out-of-network speech therapy services. Habilitative Services are covered for Physical, Speech and Occupational Therapies subject to the same rehabilitative services limit above. Services are covered when <u>Medically Necessary</u> to treat a mental health condition (e.g. autism) or a congenital abnormality.
	<u>Skilled nursing care</u>	No charge	20% coinsurance	Lesser of 50% of covered expenses or \$200 penalty for no out-of-network precertification. Coverage is limited to 220 days annual max.
	<u>Durable medical equipment</u>	No charge	20% coinsurance	Lesser of 50% of covered expenses or \$200 penalty for no out-of-network precertification.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
	Hospice services	No charge/inpatient services No charge/outpatient services	20% coinsurance/inpatient services 20% coinsurance/outpatient services	Lesser of 50% of covered expenses or \$200 penalty for failure to precertify out-of-network inpatient hospice services.
If your child needs dental or eye care	Children's eye exam	No charge	No charge	Limited to 1 eye exam per 12 months.
	Children's glasses	Not covered	Not covered	None
	Children's dental check-up	Not covered	Not covered	None
<b>Excluded Services &amp; Other Covered Services:</b>				
<b>Services Your Plan Generally Does NOT Cover (Check your policy or plan document for more information and a list of any other excluded services.)</b>				
	<ul style="list-style-type: none"> <li>Cosmetic surgery</li> <li>Dental care (Adult)</li> <li>Dental care (Children)</li> </ul>	<ul style="list-style-type: none"> <li>Long-term care</li> <li>Non-emergency care when traveling outside the U.S.</li> </ul>	<ul style="list-style-type: none"> <li>Routine foot care</li> <li>Weight loss programs</li> </ul>	
<b>Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your plan document.)</b>				
	<ul style="list-style-type: none"> <li>Acupuncture</li> <li>Bariatric Surgery (in-network only)</li> <li>Chiropractic care (combined with Rehabilitation Services)</li> </ul>	<ul style="list-style-type: none"> <li>Hearing aids (2 devices per 24 months)</li> <li>Infertility treatment</li> </ul>	<ul style="list-style-type: none"> <li>Private-duty nursing (\$15,000 maximum)</li> <li>Routine eye care (Adult) (Limited to 1 eye exam per 12 months)</li> </ul>	



#### **Your Rights to Continue Coverage:**

There are agencies that can help if you want to continue your coverage after it ends. The contact information for those agencies is: Department of Health and Human Services, Center for Consumer Information and Insurance Oversight, at 1-877-267-2323 x61565 or [www.cciio.cms.gov](http://www.cciio.cms.gov). Other coverage options may be available to you, too, including buying individual insurance coverage through the [Health Insurance Marketplace](#). For more information about the [Marketplace](#), visit [www.HealthCare.gov](http://www.HealthCare.gov) or call 1-800-318-2596.

#### **Your Grievance and Appeals Rights:**

There are agencies that can help if you have a complaint against your [plan](#) for a denial of a [claim](#). This complaint is called a [grievance](#) or [appeal](#). For more information about your rights, look at the explanation of benefits you will receive for that medical [claim](#). Your [plan](#) documents also provide complete information on how to submit a [claim](#), [appeal](#) or a [grievance](#) for any reason to your plan. For more information about your rights, this notice, or assistance, contact: Cigna Customer service at 1-800-Cigna24. Additionally, a consumer assistance program can help you file your [appeal](#). Contact: Connecticut Office of the Health Care Advocate at (866) 466-4446.

#### **Does this plan provide Minimum Essential Coverage? Yes**

Minimum Essential Coverage generally includes [plans](#), [health insurance](#) available through the [Marketplace](#) or other individual market policies, Medicare, Medicaid, CHIP, TRICARE, and certain other coverage. If you are eligible for certain types of [Minimum Essential Coverage](#), you may not be eligible for the [premium tax credit](#).

#### **Does this plan meet the Minimum Value Standards? Yes**

If your [plan](#) doesn't meet the [Minimum Value Standards](#), you may be eligible for a [premium tax credit](#) to help you pay for a [plan](#) through the [Marketplace](#).

#### **Language Access Services:**

Spanish (Español): Para obtener asistencia en Español, llame al 1-800-244-6224.

Tagalog (Tagalog): Kung kailangan ninyo ang tulong sa Tagalog tumawag sa 1-800-244-6224.

Chinese (中文): 如果需要中文的帮助, 请拨打这个号码 1-800-244-6224.

Navajo (Dine): Dinek'ehgo shika at'ohwol ninisingo, kwijigo holne' 1-800-244-6224.

*To see examples of how this [plan](#) might cover costs for a sample medical situation, see the next section.*

# About these Coverage Examples:



**This is not a cost estimator.** Treatments shown are just examples of how this plan might cover medical care. Your actual costs will be different depending on the actual care you receive, the prices your providers charge, and many other factors. Focus on the cost sharing amounts (deductibles, copayments and coinsurance) and excluded services under the plan. Use this information to compare the portion of costs you might pay under different health plans. Please note these coverage examples are based on self-only coverage.

## **Peg is Having a Baby**

(9 months of in-network pre-natal care and a hospital delivery)

<b>The plan's overall deductible</b>	<b>\$2,000</b>
<b>Specialist coinsurance</b>	<b>0%</b>
<b>Hospital (facility) coinsurance</b>	<b>0%</b>
<b>Other coinsurance</b>	<b>0%</b>

**This EXAMPLE event includes services like:**

Specialist office visits (*prenatal care*)  
 Childbirth/Delivery Professional Services  
 Childbirth/Delivery Facility Services  
 Diagnostic tests (*ultrasounds and blood work*)  
 Specialist visit (*anesthesia*)

<b>Total Example Cost</b>	<b>\$12,700</b>
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**In this example, Peg would pay:**

<i>Cost Sharing</i>	
Deductibles	\$2,000
Copayments	\$10
Coinsurance	\$0
<i>What isn't covered</i>	
Limits or exclusions	\$20
<b>The total Peg would pay is</b>	<b>\$2,030</b>

## **Managing Joe's Type 2 Diabetes**

(a year of routine in-network care of a well-controlled condition)

<b>The plan's overall deductible</b>	<b>\$2,000</b>
<b>Specialist coinsurance</b>	<b>0%</b>
<b>Hospital (facility) coinsurance</b>	<b>0%</b>
<b>Other coinsurance</b>	<b>0%</b>

**This EXAMPLE event includes services like:**

Primary care physician office visits (*including disease education*)  
 Diagnostic tests (*blood work*)  
 Prescription drugs  
 Durable medical equipment (*glucose meter*)

<b>Total Example Cost</b>	<b>\$5,600</b>
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**In this example, Joe would pay:**

<i>Cost Sharing</i>	
Deductibles	\$2,000
Copayments	\$200
Coinsurance	\$0
<i>What isn't covered</i>	
Limits or exclusions	\$20
<b>The total Joe would pay is</b>	<b>\$2,220</b>

## **Mia's Simple Fracture**

(in-network emergency room visit and follow up care)

<b>The plan's overall deductible</b>	<b>\$2,000</b>
<b>Specialist coinsurance</b>	<b>0%</b>
<b>Hospital (facility) coinsurance</b>	<b>0%</b>
<b>Other coinsurance</b>	<b>0%</b>

**This EXAMPLE event includes services like:**

Emergency room care (*including medical supplies*)  
 Diagnostic test (*x-ray*)  
 Durable medical equipment (*crutches*)  
 Rehabilitation services (*physical therapy*)

<b>Total Example Cost</b>	<b>\$2,800</b>
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**In this example, Mia would pay:**

<i>Cost Sharing</i>	
Deductibles	\$2,000
Copayments	\$0
Coinsurance	\$0
<i>What isn't covered</i>	
Limits or exclusions	\$0
<b>The total Mia would pay is</b>	<b>\$2,000</b>

The plan would be responsible for the other costs of these EXAMPLE covered services.



# 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

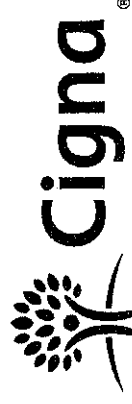
a grievance by sending an email to [ACAGrievance@Cigna.com](mailto:ACAGrievance@Cigna.com) or by writing to the following address:

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](mailto: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. Danh cho khách hàng hiện tại của Cigna, vui lòng gọi số ở mặt sau thẻ Hội viên. Các trường hợp khác xin gọi số 1.800.244.6224 (TTY: Quay số 711).

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

**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** – برجاه الانتباه خدمات الترجمة المجانية متاحة لكم لحساب Cigna الحاليين برجاه الاتصال بالرقم المذكور على ظهر بطاقتكم الشخصية. أو 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 می شود. برای مشتریان فعلی Cigna، لطفاً با شماره ای که در پشت کارت شناسایی شماست تماس بگیرید. در غیر اینصورت با شماره 1.800.244.6224 تماس بگیرید (تلفن ویژه ناشنوا: شماره 711 را شماره کنید).

