

**AGREEMENT**

**Between**

**THE TOWN OF VERNON**

**and**

**AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL  
EMPLOYEES**

**LOCAL 818 OF COUNCIL #4**

**AFL-CIO**

**July 1, 2024 - June 30, 2027**

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## **PREAMBLE**

This Agreement is entered into by and between the Town of Vernon, hereinafter referred to as the "Town" and Local 818 of Council 4, American Federation of State, Country and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union".

## **ARTICLE 1. RECOGNITION**

The Town recognizes the Union as the sole and exclusive bargaining representative for the purposes of collective bargaining in matters of wages, hours of employment and other conditions of employment for all Supervisory employees of the Town of Vernon who work in the Department of Public Works, excluding the Director of Public Works and all others excluded by the Act. This recognition is granted pursuant to the certification issued by the Connecticut State Board of Labor Relations as Decision #3472, Case No. ME-18,564 issued on March 7, 1997.

## **ARTICLE 2. UNION SECURITY**

The Town agrees to deduct dues with each paycheck as specified by the Secretary of the Union from the wages of all dues-paying members of Local 818 covered by this Agreement. A signed card authorizing the deduction will be provided to the Finance Office, by the Union, on behalf of each employee for whom the deductions are to be made, however, any individual employee may withdraw this assent by written communication to the Finance Office. The Town shall notify the Union of the assent withdrawal within 72 hours of receiving such notice. These dues shall be remitted not later than the last day of the month in which the deductions have been made.

If any bargaining unit member elects not to pay dues, the Union shall notify the Town, in writing, of said change within 72 hours. Any and all liability, whether financial or otherwise, stemming from, resulting from, or alleged result of the Union's failure to provide such notification will be assigned, in its entirety and without the right of appeal, to the Union.

The Union shall, to the fullest extent of the law, indemnify and hold the Town harmless from any and all damages, costs, and expenses arising from the making of authorized deductions and or from compliance by the Town with the Union security

provisions of this section. Damages include, without limitation, consequential and incidental damages.

The Town shall provide the Union President with a current list(s) of names, addresses, job classification, grade, annual salary and date of hire on or about December 15th of each year. Additionally, the Town shall notify the Union in writing, when there is a new hire, termination/resignation or retirement within the bargaining unit.

### **Section 2.1**

At least one (1) bulletin board shall be reserved at an accessible place in the Department for the exclusive use of the Union for the posting of **official** Union notices or announcements. The bulletin board shall be maintained by the Union and shall not contain any material that is derogatory of the Town Administration.

### **Section 2.2**

The Town shall provide the Council 4 representatives with five (5) signed copies of this Agreement at the time of signing. The Town agrees to provide one (1) copy of the Agreement to individual employees upon request. New employees shall be supplied with a copy of the Agreement at the time of hire. Any additional copies of this Agreement must be furnished at the expense of the party desiring them.

## **ARTICLE 3. MANAGEMENT RIGHTS**

### **Section 3.1**

The direction of the working forces, including the right to hire, promote, demote, discipline and terminate employees for just cause and to determine and make changes in job content, frequency and standards of inspections, size of the workforce, number of days and hours in the work day and work week for all employees, to establish, distribute, modify and enforce reasonable rules of employee conduct and employee manuals of operating procedures and safety regulations and to investigate all matters relating to Town operations, citizen relations, employee conduct and the right to layoff employees because of lack of work or other legitimate reasons are rights exclusively vested in the Town.

### **Section 3.2**

The Town retains the right to control, determine and change the manner and extent to which the Town's facilities and properties shall be located, operated, increased, decreased or discontinued and to introduce and change and operate new or improved methods and procedures; to vary the work load due to better methods; to set the standards of quality and quantity of work and to subcontract work as it has in the past.

### **Section 3.3**

The Town has the right to enforce rules and regulations now in effect, including safety rules, and can issue new rules and regulations, provided such rules and regulations are not arbitrary and capricious, and a copy of such rules and regulations will be given to the Union and the employees.

### **Section 3.4**

It is agreed that except as specifically delegated, abridged, granted or modified by this Agreement, all the rights, powers and authorities the Town had prior to signing this Agreement are retained by the Town and remain the exclusive right of management.

## **ARTICLE 4. PROBATIONARY PERIOD**

All new bargaining unit employees shall be considered probationary during the first six (6) calendar months of employment. *During this probationary period, the employee shall not obtain seniority rights to this Agreement and such probationary employee will be subject to discipline/discharge by the Town without recourse or access to the grievance/arbitration provisions of this Agreement. Upon successful completion of the probationary period an individual employee's seniority shall be retroactive as of the commencement of his/her employment.*

- a. **Interruption of the Probationary Period:** No leave from service during the probationary period, with or without pay, shall be counted as part of the total probationary service required, unless otherwise recommended by the appointing authority and approved by the Town Administrator.
- b. **Dismissal During Probationary Period for New Hires:** During this probationary period, the employee shall not obtain seniority rights, but shall be

subject to all other provisions of this Agreement, except as specifically stated herein, and such probationary period employee will be subject to discipline/discharge by the Town without recourse or access to the grievance/arbitration process of this Agreement, as long as the discipline/discharge is not done in an arbitrary or capricious manner. Upon successful completion of their probationary period an individual employee's seniority shall be retroactive as of the commencement of his/her employment.

- c. Current bargaining unit members are subject to a forty-five (45) working day probationary period outlined in Section 5.2.
- d. **Re-instatement to Former Bargaining Unit for Promoted Employees from 1471:** An employee promoted or transferred who does not successfully complete his/her probationary period shall be transferred to a vacancy in their former bargaining unit for which they are qualified.

## **ARTICLE 5. SENIORITY**

### **Section 5.1**

The Town shall prepare a list of employees showing their seniority in length of service with the Town in position covered by this Agreement and deliver the same to the Union President at a mutually agreed upon date. Unless the Union files a grievance concerning the list within thirty (30) days of receipt of same the list will be presumed to be correct for all purposes of this Contract. Upon completion of their probationary period, new employees shall be added to the list.

### **Section 5.2**

When a vacancy exists or a new position is created and the Town decides to fill the position or vacancy, the employee with the highest departmental seniority who applies for the position or vacancy will be given an opportunity to fill the position or vacancy provided the employee is qualified to do the job as determined by the Director of Public Works. If the employee is unable to perform the job as determined by the Director of Public Works within forty-five (45) working days of assuming the position, the employee will return to his/her previous position.

If the most senior employee who applies for the position does not get the job or does not complete his/her probationary period, the Director of Public Works may look to applicants outside of the bargaining unit to fill the position.

In the event of a layoff the following procedure will be followed:

- a. temporary employees will be laid-off first followed by,
- b. part-time employees followed by,
- c. probationary employees followed by;
- d. employees with the least bargaining unit seniority within classification. An employee who is laid-off or whose position is eliminated shall bump the least senior employee in the same classification. If there is no such employee, the employee may bump an employee in a lower classification previously held by the employee within the bargaining unit provided he can perform the job.

#### **Section 5.4**

Employees will lose their seniority for the following reasons

- a. discharged for just cause;
- b. resignation;
- c. retirement;
- d. voluntarily quit;
- e. layoff for more than three hundred sixty-five (365) days;
- f. failure to return to work from an authorized leave of absence;
- g. failure to return to work within ten (10) days from recall; and
- h. holding another job while on an authorized leave of absence.

### **ARTICLE 6. HOURS OF WORK AND OVERTIME**

#### **Section 6.1**

The basic work week/work day for employees in the bargaining unit shall be eight and one half (8 ½) hours a day, five (5) days a week with one half (½) hour off for unpaid lunch.

#### **Section 6.2**

The present schedule is Monday through Friday, 7:00 a.m. to 3.30 p.m. The Refuse/Recycling Supervisor is scheduled to work from April 1 to November 1, 6:00 a.m. to 2:30 p.m.

These schedules shall not be deemed a guarantee by the Town nor in any way restrict the Town from scheduling or making changes in the schedule or starting time.

### **Section 6.3 - Overtime**

Employees will be required to work overtime when requested. Non-exempt employees (Road Foreman) will be paid time and one half (1 ½) for those hours worked in excess of eight (8) hours in any one day or forty (40) hours in any one (1) work week. In addition, these employees will be paid time and one half (1 ½) for all worked performed on Saturday.

All overtime shall be divided equally by hours among employees in this section. Overtime shall be equalized within thirty-five (35) hours during a fiscal year. Any employee not equalized within thirty-five (35) hours shall be compensated at his/her hourly rate for the number of hours required to be equalized.

Overtime hours of all employees in this section shall be posted on a suitable bulletin board by the number of overtime hours worked weekly. A copy of the posting shall be given to the Union President.

Non-exempt employees (Road Foreman) will receive double time for all work performed on Sunday and all work performed on holidays plus their regular holiday pay.

### **Section 6.4 - Overtime, Refuse/Recycling Supervisor, Vehicle**

#### **Maintenance Supervisor**

All employee positions in this Section are exempt and exempt employees will be required to work overtime when required. Exempt employees will receive one (1) hour off for each hour worked beyond the normal schedule provided such work is authorized by the Director of Public Works. Compensatory time shall be taken at the mutual convenience of the employee and the Director of Public Works. In case of conflict, the Director of Public Works shall have final authority. Compensatory time off shall not accumulate to more than five (5) working days. Employees will not be paid for unused compensatory time.

### **Section 6.5**

When a non-exempt employee is called in for work outside his/her regularly scheduled working hours, he/she shall be paid a minimum of four (4) hours at the applicable



overtime rate. In addition, for snowplowing such employees will receive a one (1) hour call in time. Up to, but not exceeding 5 bargaining unit employees, who may be exempt or non-exempt, as part of their job duties, shall be reachable by phone thus requiring them to be "on call." Effective July 1, 2009, those "on call" employees will receive a bi-weekly stipend of \$57.70, to be paid monthly, for their on call responsibilities. Effective July 1, 2011, this bi-weekly stipend for those "on call" employees will be increased to \$73.60, to be paid monthly.

## **ARTICLE 7. HOLIDAYS**

### **Section 7.1**

The following holidays will be observed with a day off with pay for the employees who have completed their probationary period.

New Years Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Friday Following Thanksgiving
Independence Day	Christmas Day

### **Section 7.2**

One (1) floating holiday to be individually observed by the employee, and mutually agreed upon by the Town and the employee in advance of the holiday.

### **Section 7.3**

When the holiday falls on a Saturday, it will be observed on the preceding Friday.  
When the holiday falls on a Sunday, it will be observed on the following Monday.  
The parties may mutually agree in writing to a different schedule.

#### **Section 7.4**

In order to be eligible for holiday pay, an employee must work his/her last scheduled shift preceding the holiday and his/her first scheduled shift following the holiday. Failure to meet this requirement will result in the forfeiture of the holiday pay.

#### **Section 7.5**

When a holiday occurs during an employee's regular vacation, the holiday shall not be charged against an employee's vacation time.

### **ARTICLE 8. VACATION**

#### **Section 8.1**

Each full-time employee, who has completed his/her probationary period covered by this Agreement, shall be entitled to the following vacation pay at their base rate of pay determined by the length of his/her continuous employment with the Town on the following basis:

#### **Length of Continuous Service**

1 year up to but not including 5 years	10 days
5 years up to but not including 12 years	15 days
12 years up to but not including 20 years	20 days
20 years and over	25 days*
* Only applies to employee hired before July 1, 2009	

July 1st will be used to determine the amount of vacation due to an employee. Vacation earned in one fiscal year must be used by the end of the next fiscal year. Employees may not accumulate or carry over unused vacation days except as set forth in

#### **Section 8.2.**

In addition, an employee may not exchange unused vacation time for equivalent payment.

### **Section 8.1A –**

Effective July 1, 2018, new employees entering the bargaining unit will receive their vacation leave on a monthly basis, using the following schedule:

<b><u>Length of Continuous Service</u></b>	<b><u>Day Per Full Month of Continuous Service</u></b>	<b><u>Maximum Earned Days Per Year of Continuous Service</u></b>
Date of hire through 4 <sup>th</sup> full year	.83 day	10 days
More than 4 years through the 11 <sup>th</sup> full year	1.25 days	15 days
More than 11 years through the 19 <sup>th</sup> year	1.67 days	20 days

### **Section 8.2 - Vacation Leave Accumulation**

Subject to the recommendation of the Department Head and approval of the Town Administrator, employees may carry over a maximum of five (5) vacation days. Such vacation days may be used as sick days. Employees will never have more than five (5) vacation days carried over. Such days may not be used to enhance the value of the employee's pension.

Notwithstanding any language to the contrary in this Section 8.2, employees hired prior to July 1, 2009 and in the bargaining unit or who transfer to the bargaining unit may keep all vacation days they have accumulated to date. These days must be used before the employee's retirement from employment with the Town of Vernon.

As of the date of this contract, new employees who do not successfully complete their probationary period are ineligible to receive accrued vacation time in their final pay.

### **Section 8.3 - Schedule of Vacation**

On or before March 15th, employees shall submit a vacation schedule request to their Department Head. An employee may not take vacation leave of less than one-half (1/2) his/her normal work day.

The Department Head will determine the annual vacation schedule, taking into consideration the desire of the employee, the needs of the department, and the best interests of the Town. Wherever possible, the request of the employee shall be granted.

A conflict in scheduling vacation leave among employees will be resolved by the Department Head on the basis of seniority in Town service. Any employee who does not submit a vacation schedule request by March 15 shall forfeit any seniority claim for vacation priority.

## **ARTICLE 9. LEAVE PROVISIONS**

### **Section 9.1**

Sick leave allowance will be earned by each regular, full-time employee at the rate of one and a quarter (1.25) days for each full calendar month of service.

### **Section 9.2**

Sick leave earned in any month of service shall be available at any time during the subsequent month. Further, sick leave shall continue to accumulate during leaves of absence with pay and during the time employees are on authorized sick leave or on vacation

### **Section 9.3**

The Department Head may request a doctor's note with regard to any request for sick leave and an employee may use up to three (3) days of his/her fifteen (15) sick days per year for illness for a member in the immediate family.

### **Section 9.4**

Any employee who is hired **after July 1, 1997 and before July 1, 2009** shall maintain the following benefits for sick days:

- a. **RETIREMENT:** Such an employee who retires from the Town service shall be paid for one hundred percent (100%) of accumulated sick leave, to a maximum of ninety (90) days. All days to be paid for at the fixed rate of \$228.00 per day. In the event of the death of the employee, his/her spouse and/or minor children shall be paid for one hundred percent (100%) of accumulated sick leave to a maximum of ninety (90) days at the fixed rate of \$228.00 per day.
- b. **TERMINATION:** Such an employee who terminates employment with the Town in good standing shall be paid for one hundred percent (100%) of accumulated sick leave to a maximum of ninety (90) days at the fixed rate of \$228.00 per day.

- c. ACCUMULATION: All unused sick leave may be accumulated up to one hundred and eighty (180) days. Sick days accumulated beyond ninety (90) days may be used by the employee for his or her own illness but will not be paid for or become the basis for compensation when the employee leaves the employ of the Town of Vernon.
- d. Nothing herein shall be construed so as to prohibit an employee from requesting additional paid sick leave from the Town Administrator in exceptional cases. The refusal to grant such request shall not be subject to the grievance and arbitration provisions of this agreement.

Any employee hired **after July 1, 2009** shall maintain the following benefits for sick days:

- a. All unused sick leave may be accumulated up to ninety (90) days.
- b. RETIREMENT: Such an employee who retires from the Town service shall be paid for one hundred percent (100%) of accumulated sick leave, to a maximum of thirty (30) days. Sick days will be paid out at the fixed rate of \$228.00 per day. In the event of the death of the employee, his/her spouse and/or minor children shall be paid for one hundred percent (100%) of accumulated sick leave to a maximum of thirty (30) days at the fixed rate of \$228.00 per day.
- c. Accumulated sick leave paid at the time of retirement or death **will not** be added to the employee's pension calculation when the employee leaves his/her employment with the Town.
- d. TERMINATION: If an employee is terminated from his/her employment with the Town, or does not successfully complete his or her probationary period, he/she will forfeit any and all accumulated sick leave.
- e. Nothing herein shall be construed so as to prohibit an employee from requesting additional paid sick leave from the Town Administrator in exceptional cases. The refusal to grant such request shall not be subject to the grievance and arbitration provisions of this agreement.

#### **Section 9.5**

Any employee receiving workers' compensation will not receive any additional payment from the Town. An employee may, at their discretion, use some or all of his/her annual fifteen (15) sick days to supplement their workers' compensation benefits, but in no event will the workers' compensation payment and sick days exceed the employee's regular weekly earnings.

#### **Section 9.6 Military Leave**

The Town shall comply with applicable federal and state law with regard to military leave.

#### **Section 9.7 Union Leave**

One (1) member of the bargaining unit shall be allowed to attend official Union convention or conference without loss of pay for up to three (3) days per year. Permission to attend such conferences or conventions will not be unreasonably withheld. In all cases, requests to use such Union leave must be given to the Director of Public Works at least thirty (30) days in advance of the convention and/or conference.

#### **Section 9.8 Personal Leave**

The Town may, at its discretion, grant an employee a personal leave of absence, without pay, for legitimate reasons, provided, however, no such leave shall be granted for the purpose of engaging in other employment. Personal leave shall generally not exceed thirty (30) days.

The Town Administrator, after consultation with the employee's supervisor, shall make the decision on whether or not to grant the requested leave of absence. Such decision will not be subject to the grievance/arbitration provisions of this Agreement.

#### **Section 9.9 Bereavement Leave**

Any regular, full-time employee who has completed his/her probationary period shall be granted up to three (3) days of leave, with pay by the Town Administrator for death in the immediate family. The immediate family includes; father, mother, sister, brother, wife, husband, child, grandchild, grandparent, mother-in-law, father-in-law or other relative living in the immediate household. Any regular, full-time employee who has completed his/her probationary period shall be granted one (1) day of leave, with pay by the Town Administrator for death of the following relatives of the employee: aunt, uncle, niece, nephew or cousin.

### **Section 9.10 Personal Days**

Employees whose normal work week is twenty (20) hours or more are entitled to three (3) personal days with pay each year to attend to personal business which cannot be conducted outside the normal work week. Requests for a personal day shall be made in writing, approved by the Department Head and submitted to the Town Administrator at least twenty-four (24) hours in advance of the scheduled day of leave. Approval of personal days shall be granted unless such approval would jeopardize necessary staff requirements. Personal days may not be accrued.

## **ARTICLE 10. GRIEVANCE PROCEDURE**

### **Section 10.1**

A grievance is a dispute which arises under this Agreement between an employee and the Employer.

Step1: Within ten (10) days after the employee knew or should have known of the cause of the grievance an employee having a grievance and/or his Union steward shall take it up with the Director of Public Works. The Director of Public Works shall provide a written answer to the employee and/or his Union steward within ten (10) days after the presentation of the grievance in Step 1.

### **Section 10.2**

Step 2: If the grievance is not settled in Step 1, the grievant and/or his/her Union steward may within ten (10) days after receipt of the answer in Step 1 be presented to Step 2 by the employee. The grievance will be presented at this Step to the Town Administrator and/or his designee and he/she shall render his decision in writing within ten (10) days after the presentation of the grievance in this Step 2.

### **Section 10.3**

Anything to the contrary herein notwithstanding, a grievance regarding a discharge, must be presented at Step 2 in the first instance within ten (10) days of the discharge.

#### **Section 10.4**

All time limits refer to work days in this Article. Any disposition of a grievance from which no appeal is taken within the time limits specified herein, will be deemed resolved and shall not thereafter be considered subject to the grievance and arbitration provisions of this Agreement. All time limits in this Article may be extended by written mutual agreement of the parties.

#### **Section 10.5**

A grievance not timely appealed to the next Step shall be deemed resolved in favor of the opposing side.

#### **Section 10.6**

No more than one (1) steward of the Union shall be designated by the Union for the purpose of adjusting grievances and shall be afforded no more than one (1) hour a week without loss of pay to conduct such business. No more than a maximum of two (2) employees, including a steward or Union official, will be permitted to attend meetings to adjust grievances and such employees shall be afforded a reasonable amount of time to discuss grievances. No more than two (2) members of the bargaining unit will be paid to attend contract negotiations without loss of pay.

### **ARTICLE 11. ARBITRATION**

#### **Section 11.1**

In the event any grievance has not been settled through the foregoing grievance procedure, the Union and/or Town shall have the right to submit the grievance to the State Board of Mediation and Arbitration. Such request for arbitration must be received by the State Board of Mediation and Arbitration within twenty (20) calendar days from receipt of the decision from Step 2 of the grievance procedure. A copy of such request for arbitration shall be sent by certified mail to the Town and/or the Union as the case may be.

#### **Section 11.2**

In any arbitration involving a discharge, the Town, at its discretion, may require that the grievance be submitted to the American Arbitration Association and an arbitrator



chosen in accordance with the procedures of the American Arbitration Association. If a discharge case is submitted to the American Arbitration Association, the Town agrees to pay all arbitration fees and its own representation fees. The Union will pay for its representation fees.

### **Section 11.3**

The arbitration shall have no power to modify, add to, amend or delete any of the terms or provision of this Agreement. The arbitrator shall not be entitled to substitute his/her judgement for that of the Town and shall be limited to the expressed terms of this Agreement.

### **Section 11.4**

The arbitrator shall be limited to deciding the specific issue placed before him/her and the specific language alleged to be misapplied or misinterpreted and shall have no authority to establish wage rates.

The decision of the arbitrator shall be binding on the Town, Union and aggrieved employee or employees. Expenses for arbitration shall be borne equally by the Employer and the Union.

## **ARTICLE 12. DISCHARGE AND DISCIPLINE**

### **Section 12.1**

Discipline, including discharge, shall be for cause only.

Any employee who is being questioned concerning an incident or action which the employee reasonably believes may subject him/her to disciplinary action has the right upon his/her request to have a member of the Union present.

## **Section 12.2**

When the Town deems it appropriate, it will follow a progressive disciplinary procedure. Such procedure to include four (4) steps: verbal warning, written warning, suspension and discharge. The parties, however, recognize that not all discipline can be progressive in nature and whether or not progressive discipline is followed by the Town depends upon the nature of the events for which discipline is being imposed.

## **ARTICLE 13. JURY DUTY**

Any regular employee who works twenty (20) or more hours per week shall be granted a leave of absence with pay for required jury duty. The employee shall continue to receive his/her regular pay, but shall submit to the Town any jury fees, except travel or meal allowance. The employee shall give to the Town Administrator a certified record of jury attendance from the Clerk of Court.

## **ARTICLE 14. NO DISCRIMINATION**

The parties agree that they will not discriminate against any employee because of his/her race, color, religion, sex, national origin, disability or age. The parties further agree that there will be no discrimination because of an employee's membership in the Union.

## **ARTICLE 15. PAST PRACTICE**

This Agreement, upon ratification, supersedes and cancels all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein and constitutes a complete and entire agreement between the parties.

## **ARTICLE 16. TOWN VEHICLES**

If an employee is supplied with a Town vehicle, such vehicle may be taken home at night, on weekends, holidays and other such appropriate occasions. This vehicle is to be used for non-personal use including transportation to and from work and for other job related duties outside the employee's normal working hours. The Town will comply with all applicable Internal Revenue Service Rules and Regulations.

## **ARTICLE 17. EVALUATIONS**

### **Section 17.1**

Employees in the bargaining unit will be evaluated annually by the Director of Public Works or by his designee and such evaluation will not be used as a sole basis for any disciplinary action toward the employee.

### **Section 17.2**

Members, due to their supervisory status, would be eligible for additional compensation under a merit pay plan. The following are the guidelines for the plan:

- a. The maximum amount that each individual may be eligible for annually is \$600.
- b. There would be two levels of the awards: the first level for the category of being overall "very good," for \$300; and the next level, overall "outstanding" for \$600.
- c. In each category, the department head would recommend the awarding of such merit pay annually and the Town Administrator would have the authority to approve or reject said recommendation.
- d. The program would begin upon the establishment of mutual expectations with the performance evaluations and annually thereafter. The awards would actually be determined based on the period of performance from the previous year.
- e. If an individual is not satisfied with the department head's evaluation, the individual may appeal that evaluation to the Town Administrator. The Town Administrator or his/her designee will meet with the employee and the department head. The Town Administrator's decision, based upon the information gathered at this meeting, will be final.
- f. The Town will provide the Union with the criteria which will be utilized in recommending and awarding merit pay.
- g. Announcement of the Merit Pay Award(s) shall be done once annually by the Town Administrator.
- h. The Union agrees not to grieve an alleged violation of this section.

## **ARTICLE 18. NO STRIKE**

The Union agrees that all employees included in this Agreement will not collectively, concertedly or individually engage in or participate, directly or indirectly, in any strike, sympathy strike, slowdown or work stoppage during the term of this Agreement. The Union further agrees that it shall make every effort to prevent such activities on the part of any employees covered by this Agreement and if any employee engages in such conduct they shall be subject to immediate discipline up to and including discharge.

## **ARTICLE 19. INSURANCE**

### **Section 19.1**

Employees shall contribute to a Section 125 IRS plan the following share amounts in accordance with Section 19.4 of this contract:

<b>Year</b>	<b>Town HRA* (sec 19.4)</b>	<b>Town HSA</b>
July 1, 2024-June 30, 2025	16%	16%
July 1, 2025-June 30, 2026	16%	16%
July 1, 2026-June 30, 2027	17%	17%

### **Section 19.2**

The Town shall provide and pay for life insurance in the amount of \$40,000.00 and \$80,000 accidental death and dismemberment.

### **Section 19.3**

In order for an employee to be eligible to participate in the insurance plan, employees must work thirty (30) hours per week.

- A. Employees may choose medical coverage through a Town sponsored Health Savings Account ("HSA"). Plan details are set forth in Appendix B (prescription plan) attached hereto. The annual deductible shall be \$2,000 individual account/\$4,000 two-person and family accounts. The deductible contribution to the HSA or HRA shall be as follows:

First Year: Town 50% / Employee 50%  
Second Year: Town 50% / Employee 50%  
Third Year: Town 50% / Employee 50%

- B. Beginning July 1, 2024, the Town shall make the Town's share of the insurance deductible to the HSA or HRA in two (2) equal payments; one on or around July 1 and the other on or around January 1 (the first pay checks of the fiscal year and new year).
- C. The Town shall provide Anthem Blue Cross and Blue Shield Full Service Dental Care. Dental riders shall be available in accordance with Appendix C attached hereto. Dependents may remain on the Town's dental plan until age 26.
- D. Employees shall contribute the following premium cost of the HSA and Anthem Blue Cross Blue Shield Full Service Dental Care:
  - a. First year: 16%
  - b. Second year: 16%
  - c. Third year: 17%

Any medical or dental premium contributions, and any deductible contributions, shall be made on a pre-tax basis. The Town shall pay any group administrative costs charged by the carrier in connection with integrated HSA account management. Any fees associated with an HSA bank deposit account will be the responsibility of each employee.

- E. The Town shall contribute the additional deductible contribution made upon notification that an employee is changing status from an individual account to a two person or family account. An employee shall reimburse the Town for any excess deductible contribution made during any fiscal year when the employee's status changes from two person or family account to an individual account.
- F. Employees who are age 65 or older who choose not to waive Medicare enrollment will be transferred to the Town's HRA. The Town will match the deductible payments as that of the HSA.
- G. The Town agrees to provide, at no cost to a covered employee, the Anthem BC/BS Blue View Vision rider coverage (Single, Employee Plus One or Family Coverage, whichever is applicable to the member).

The Town may change carriers, provided the level of benefits and administration of the plan is no lesser than the current insurance benefits. Prior to making any change the Town shall notify the Union so the changes can be reviewed prior to implementation. In the event that the insurance carrier providing the benefits is no longer in business or has been merged or been acquired by another carrier, the parties will meet to discuss alternative coverage. Such cost shall not exceed the cost of the previous insurance plan provided to the employees. If a change in insurance is to take place, an insurance committee shall be established and will include one (1) member of the bargaining unit.

#### **Section 19.4**

An employee who separates from service and meets the requirements for retirement as defined by the provisions of the Town of Vernon Pension Plan may continue to participate in the group insurance coverages, specified in this section of the contract, for himself/herself and his/her eligible dependents provided:

1. No other medical insurance is available through another employer or spouse.
2. The employee shall pay the full cost of such coverages at applicable group rates in conformance with Federal law;
3. Upon attaining eligibility for Medicare, the separated employee shall no longer be eligible for such coverages, except that his/her spouse may continue coverage until he/she has attained eligibility for Medicare;
4. Spouses of deceased employees or deceased separated employees previously participating in the continuation program shall be eligible to continue to participate in the continuation program until he/she attains eligibility for Medicare; and
5. Payment of premiums must be made by the twentieth (20th) day of the month for the succeeding month's coverage; payments not received by the thirtieth (30th) day of the month shall result in termination of coverage without right to reinstatement.

#### **Section 19.5**

The Town will establish an Employee Assistance Program (EAP).

## ARTICLE 20. PENSION

### Section 20.1

The Town will continue in effect the existing pension plan presently covering bargaining unit members **as of July 1, 1997** with the following changes:

1. Effective January 1, 2006, five (5) years cliff vesting.
2. Effective July 1, 2009, the monthly benefit rate becomes two and twenty hundredths percent (2.20%) of average monthly earnings times credited service to a maximum of thirty-five (35) years and a maximum of seventy percent (70%).
3. Average monthly earnings based on highest three (3) consecutive years.
4. Effective January 1, 2006, the employee contribution rate becomes seven (7.0) percent pre-tax Section 414 h2.
5. Normal retirement age will follow rule 85 for all employees in the bargaining unit as of July 1, 2009.
6. Employees hired after July 1, 2009 must meet the requirements of rule 85 plus be at least fifty-eight (58) years of age.
7. Three (3) year cap on annuitant spouse option.
8. Employees hired subsequent to **January 1, 2010** are not eligible for the defined benefit pension plan set forth herein. Such employees will be eligible for a Town 457(b) plan, and will be automatically enrolled in the plan. The Town will contribute 2% of the employee's base wages of all employees who elect to participate in the 457(b) plan upon their hire and do not elect to opt out of the plan. If an employee contributes 7.5% or more of his or her base wages to a 457(b) plan, the Town will contribute and additional 4% for a total contribution of 6% of the employee's annual base wages to the plan. Vesting schedule same as defined benefit pension plan.
9. Employees hired prior to January 1, 2010 are not eligible to participate in the 457(b) plan to which the Town makes any contribution.

## ARTICLE 21. WAGES

The Town will increase all bargaining unit employees' wages in the following amounts on the following dates:

Year 1	July 1, 2024– 6/30/2025	one-time market adjustment of \$5,000 added to base wage of 40 hrs per week
Year 2	July 1, 2025– 6/30/2026	2.95%
Year 3	July 1, 2026– 6/30/2027	2.95%

See Appendix A

### Section 21.1

**Bump-Up Pay.** When a bargaining unit member is assigned as Lead Foremen, or, if in the absence of a Lead Foreman a bargaining unit member is required to work in a higher classification, said bargaining unit member be paid at the place on the salary schedule for the higher classification he/she had attained on the salary schedule for his/her own classification.

### Section 21.2

**Bonus Pay:** All current bargaining unit members will receive a one-time signing bonus of \$500. This bonus will be paid once—upon the signing of the instant agreement—and will not carry over to the next collective bargaining agreement.

## ARTICLE 22. LONGEVITY

In recognition for continuous employment with the Town, employees shall be paid in the second paycheck in December the following amounts:

10 years of service:	\$250.00 annually
15 years of service:	\$325.00 annually
20 years of service:	\$400.00 annually
30 years of service:	\$475.00 annually

Longevity continues for existing employees but will be removed for all new employees to the bargaining unit hired after 7/1/97.



## **ARTICLE 23. PAYROLL**

The Town reserves the right to change the payroll period to bi-weekly. If the Town goes to a bi-weekly payroll period the Union will be given thirty (30) days notice by the Town.

## **ARTICLE 24. SAFETY AND HEALTH**

### **Section 24.1**

Road Foreman will be required to wear a uniform in accordance with the existing policy.

### **Section 24.2**

A credit of three hundred (\$300) dollars will be provided by the Town for all bargaining unit employees towards the purchase of safety shoes and similar equipment authorized by the Town as soon as possible during the first quarter of each fiscal year.

### **Section 24.3**

All employees will receive three hundred (\$300) dollars annual meal allowance payable the second week of November.

### **Section 24.4**

The Town will provide free of charge to the employees, medical injections for the prevention and treatment of certain diseases including poison ivy, flu, and diphtheria. Hepatitis-B and tetanus.

### **Section 24.5**

Safety helmets shall be supplied and must be worn by any employee working in hazardous location in accordance with applicable safety regulations.

### **Section 24.6**

The Town will pay for physicals required for a CDL, when said physical is not covered or paid for by insurance. This shall also include any co-pays, if applicable. All physicals shall be conducted through the Town's contracted health care service provider.

## **ARTICLE 25. TRAINING**

In its discretion, the Town may provide release time and reimbursement for employees for course/seminars which are job related. In order to receive release time and/or reimbursement under this Section, an employee must receive prior written approval from the Director of Public Works or his/her designee. Any decision made by the Director of Public Works or his/her designee under this Section shall not be subject to the grievance and/or arbitration procedure of this Agreement.

## **ARTICLE 26. ENTIRE AGREEMENT**

### **Section 26.1**

The agreement expressed herein in writing, constitutes the entire agreement between the parties and no practice or oral statement shall add to or supersede any of its provisions.

### **Section 26.2**

The parties acknowledge that during the bargaining for this Agreement, each had unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the parties after the exercise of that right and opportunity, are set forth in this Agreement.

## **ARTICLE 27. SAVINGS CLAUSE**

If any Section, sentence, Clause or phrase of this Agreement shall be held for any reason to be inoperative, void or invalid by a court of final jurisdiction, the validity of the remaining portions of this Agreement shall not be affected thereby, it being the intention of the parties in adopting this Agreement that no portion thereof or provisions therein shall become inoperative or fail by reason of the invalidity of any other portion or provision, and the parties do hereby declare that they would have severally approved of and adopted the provisions contained herein separately and apart from the other. The parties agree to immediately negotiate a substitute for the invalidated Article, Section sentence, clause or phrase.

## ARTICLE 28. DURATION

This Agreement will become effective upon its signing and shall remain in effect through June 30, 2027 and from fiscal year to fiscal year thereafter unless said party notifies the other by registered or certified mail, return receipt requested no later one hundred twenty (120) days before the expiration of the Agreement they wish to negotiate a new Agreement. Upon receipt of such notice, the parties shall meet as soon as possible to negotiate such changes.

IN WITNESS WHEREOF, the Town and the Union have caused this Agreement to be signed by their duly authorized representative on the day and year noted below.


**APPROVED**  
**TOWN ADMINISTRATOR**  
**FOR THE TOWN OF VERNON**  
**JUL 01 2024**

  
**Michael J. Purcaro**  
**Town Administrator**



\_\_\_\_\_  
**Date**

**FOR LOCAL 818 OF COUNCIL 4**  
**AFSCME, AFL-CIO**

  
**Jeff Schambach**  
**President, Local 818**

**6/27/24**  
\_\_\_\_\_  
**Date**

EFFECTIVE DATE	GROUP/BU DESC	GRADE/ RANK	PAY BASIS	DESCRIPTION	COMMENTS	STEP/L LEVEL	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY
07/01/2024	SUPERVISORS DPW LOCAL -01	01	Hourly	DPW-FOREMAN	Equates to \$5,000 more per year to base wages	1	42.6068	340.854	1704.27	88,622.04
			03	Hourly		DPW-LEADRDSFRMN	1	44.4261	355.408	1777.04
		02	Salary	REFUSE/RECYCLING PROGRAM SUPERVISOR	Equates to \$5,000 added to salary	1	42.9838	343.871	1719.35	89,406.40
			Salary	FLEET SUPERVISOR		2	46.3023	370.419	1852.09	96,308.88
		07/01/2025		01	Hourly	DPW-FOREMAN	Change was made by 2.9500%	1	43.8637	350.91
03	Hourly				DPW-LEADRDSFRMN	1		45.7367	365.894	1829.47
02	Salary			REFUSE/RECYCLING PROGRAM SUPERVISOR	Salary for Foreman and Lead Roads Foreman is based on the hourly rate at 40 hours per week, and is not a guaranteed salary	1	44.2518	354.015	1770.07	92,043.89
	Salary			FLEET SUPERVISOR		2	47.6683	381.346	1906.73	99,149.99
07/01/2026				01	Hourly	DPW-FOREMAN	Change was made by 2.9500%	1	45.1577	361.262
		03	Hourly		DPW-LEADRDSFRMN	1		47.0859	376.688	1883.44
		02	Salary	REFUSE/RECYCLING PROGRAM SUPERVISOR	Salary for Foreman and Lead Roads Foreman is based on the hourly rate at 40 hours per week, and is not a guaranteed salary	1	45.5573	364.458	1822.29	94,759.18
			Salary	FLEET SUPERVISOR		2	49.0745	392.596	1962.98	102,074.91

## BENEFIT SUMMARY



**Administered by - Cigna Health and Life Insurance Co.**  
**For - Vernon Town and Board of Education**  
**Open Access Plus HDHPQ Plan**  
**HDHPQ1 Union Plan**  
**Effective - 07/01/2024**

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

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

Plan Highlights		In-Network	Out-of-Network
Lifetime Maximum	Unlimited	Unlimited	
Plan Year Accumulation	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 Coinsurance	Plan pays 100%	Plan pays 80%	
Maximum Reimbursable Charge	Not Applicable	200%	
Plan Deductible	Individual - Employee Only: \$2,000	Individual - Employee Only: \$2,000	
	Family Maximum: \$4,000	Family Maximum: \$4,000	
<ul style="list-style-type: none"><li>The amount you pay for all covered expenses counts toward both your in-network and out-of-network deductibles.</li><li>Plan deductible always applies before any benefit copay/deductible or coinsurance.</li><li>Plan deductible does not apply to in-network preventive services.</li><li>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.</li><li>This plan includes a combined Medical/Pharmacy plan deductible.</li></ul> <p><b>Note:</b> Services where plan deductible applies are noted with a caret (^).</p>			

## Plan Highlights

### In-Network

### Out-of-Network

#### Plan Out-of-Pocket Maximum

Individual - Employee Only: \$2,500  
Family Maximum: \$5,000

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

- The amount you pay for all covered expenses counts towards both your in-network and out-of-network out-of-pocket maximums.
- Plan deductible contributes towards your out-of-pocket maximum.
- All 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.
- For MDLIVE Behavioral Services, please refer to the Mental Health and Substance Use Disorder section (below).
- 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

## Specialty Care Physician Services/Office Visit

- 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).

## Convenience Care Clinic

## Convenience Care Clinic

Plan pays 100% ^

Plan pays 80% ^

## Preventive Care

## Preventive Care

Birth through age 2

Plan pays 100%

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

Ages 3 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 2

Plan pays 100%

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

Ages 3 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.

<b>Outpatient</b>		
Outpatient Facility Services	Plan pays 100% ^	Plan pays 80% ^
Outpatient Professional Services	Plan pays 100% ^	Plan pays 80% ^
• For services performed by Surgeons, Radiologists, Pathologists and Anesthesiologists		
<b>Emergency Services</b>		
<b>Emergency Room</b>		
• 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% ^
<b>Urgent Care Facility</b>		
• 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 80% ^
<b>Ambulance</b>	Plan pays 100% ^	Plan pays 100% ^
Ambulance services used as non-emergency transportation (e.g., transportation from hospital back home) generally are not covered.		
<b>Inpatient Services at Other Health Care Facilities</b>		
<b>Skilled Nursing Facility, Rehabilitation Hospital, Sub-Acute Facilities</b>	Plan pays 100% ^	Plan pays 80% ^
• Annual Limit: 120 days		
<b>Laboratory Services</b>		
<b>Physician's Services/Office Visit</b>	Covered same as Physician Services - Office Visit	Covered same as Physician Services - Office Visit
<b>Independent Lab</b>	Plan pays 100% ^	Plan pays 80% ^
<b>Outpatient Facility</b>	Plan pays 100% ^	Plan pays 80% ^
<b>Radiology Services</b>		
<b>Physician's Services/Office Visit</b>	Covered same as Physician Services - Office Visit	Covered same as Physician Services - Office Visit
<b>Outpatient Facility</b>	Plan pays 100% ^	Plan pays 80% ^
<b>Advanced Radiological Imaging (ARI)</b>		
<b>Outpatient Facility</b>	Includes MRI, MRA, CAT Scan, PET Scan, etc. Plan pays 100% ^	Plan pays 80% ^
<b>Physician's Services/Office Visit</b>	Covered same as Physician Services - Office Visit	Covered same as Physician Services - Office Visit

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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 Therapy Services****Outpatient Therapy and Chiropractic Services**Covered same as Physician Services -  
Office VisitCovered same as Physician Services -  
Office Visit**Annual Limits:**

- All Therapies Combined - Includes Chiropractic Care, Cognitive Therapy, Occupational Therapy, Physical Therapy, Pulmonary Rehabilitation, and Speech Therapy - Unlimited days

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

**Cardiac Rehabilitation Services****Annual Limit:**

- Cardiac Rehabilitation - Unlimited days

**Hospice****Inpatient Facilities****Outpatient Services**Plan pays 100% ^  
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 Pharmaceutical 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

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

### Abortion

<b>Abortion Services</b>	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

<b>Women's Services</b>	Plan pays 100%	Coverage varies based on Place of Service
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Includes contraceptive devices as ordered or prescribed by a physician and surgical sterilization services, such as tubal ligation (excludes reversals)

### Men's Services

<b>Men's Services</b>	Coverage varies based on Place of Service	Coverage varies based on Place of Service
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Includes surgical sterilization services, such as vasectomy (excludes reversals)

### Infertility

<b>Infertility Treatment</b>	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

### Outpatient Dialysis Services

<b>Physician's Services/Office Visit</b>	Covered same as Physician Services - Office Visit	Covered same as Physician Services - Office Visit
<b>Home Dialysis</b>	Covered same as plan's Home Health Care benefit	Covered same as plan's Home Health Care benefit
<b>Note:</b> Dialysis visits will not accumulate to Home Health Care maximum		
<b>Outpatient Facility Services</b>	Covered same as plan's Outpatient Facility Services benefit	Covered same as plan's Outpatient Facility Services benefit
<b>Outpatient Professional Services</b>	Covered same as plan's Outpatient Professional Services benefit	Covered same as plan's Outpatient Professional Services benefit

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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.					
Other Health Care Facilities/Services					
Home Health Care		Plan pays 100% ^	Plan pays 80% ^		
<ul style="list-style-type: none"><li>Annual Limit: 200 days (The limit is not applicable to mental health and substance use disorder conditions.)</li><li>16 hour maximum per day</li></ul>					
Note: Includes outpatient private duty nursing when approved as medically necessary					
Organ Transplants					
Inpatient Hospital Facility Services					
LifeSOURCE Facility		Plan pays 100% ^	Not Applicable		
Non-LifeSOURCE Facility		Covered same as plan's Inpatient Hospital benefit	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	Covered same as plan's Inpatient Professional benefit		
<ul style="list-style-type: none"><li>Travel Maximum - Cigna LifeSOURCE Transplant Network® Facility</li></ul>		Only: After the plan deductible is met, \$10,000 maximum per Transplant per Lifetime			
Durable Medical Equipment		Plan pays 100% ^	Plan pays 80% ^		
<ul style="list-style-type: none"><li>Annual Limit: Unlimited</li></ul>					
Breast Feeding Equipment and Supplies		Plan pays 100%	Plan pays 80% ^		
<ul style="list-style-type: none"><li>Limited to the rental of one breast pump per birth as ordered or prescribed by a physician</li><li>Includes related supplies</li></ul>					
External Prosthetic Appliances (EPA)		Plan pays 100% ^	Plan pays 80% ^		
<ul style="list-style-type: none"><li>Annual Limit: Unlimited</li></ul>					
Temporomandibular Joint Disorder (TMJ)		Coverage varies based on Place of Service	Coverage varies based on Place of Service		
<ul style="list-style-type: none"><li>Unlimited lifetime maximum</li></ul>					
Note: Provided on a limited, case-by-case basis. Excludes appliances and orthodontic treatment.					
Bariatric Surgery		Coverage varies based on Place of Service	Coverage varies based on Place of Service		
<ul style="list-style-type: none"><li>Unlimited lifetime limit</li></ul>					
Treatment of Clinically severe obesity, as defined by the body mass index (BMI) is covered. The following are excluded:					
<ul style="list-style-type: none"><li>medical and surgical services to alter appearances or physical changes that are the result of any surgery performed for the management of obesity or clinically severe (morbid) obesity</li><li>weight loss programs or treatments, whether prescribed or recommended by a physician or under medical supervision</li></ul>					
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.					

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	Plan pays 100% ^		Plan pays 80% ^
	<ul style="list-style-type: none"><li>• Annual Limit: Unlimited</li><li>• Maximum of 2 devices per 24 months</li><li>• Includes testing and fitting of hearing aid devices at Physician Office Visit cost share</li></ul>		
Wigs	Annual Limit: Unlimited	Plan pays 100% ^	Plan pays 100% ^

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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.

**Mental Health and Substance Use Disorder**

Inpatient Mental Health			
Outpatient Mental Health – Physician's Office		Plan pays 100% ^	Plan pays 80% ^
Outpatient Mental Health - MDLIVE Behavioral Services		Plan pays 100% ^	Plan pays 80% ^
Outpatient Mental Health – All Other Services		Plan pays 100% ^	Not Covered
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 - MDLIVE Behavioral Services		Plan pays 100% ^	Not Covered
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 and MDLIVE Behavioral Services - 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.

**Important Note on Mental Health and Substance Use Disorder Coverage:** Covered medical services listed above, which are received to diagnose or treat a Mental Health or Substance Use Disorder condition will be payable according to this section titled "Mental Health and Substance Use Disorder."

**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
- InMynd<sup>SM</sup> program - a comprehensive, holistic solution to help recognize and find resources to treat behavioral health conditions.

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**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 100-day supply (except Specialty up to 30-day supply)

**Retail (per 34-day supply):**

Generic: You pay \$5 <sup>^</sup>  
Preferred Brand: You pay \$15 <sup>^</sup>  
Non-Preferred Brand: You pay \$35 <sup>^</sup>

**Retail:**

You pay 20% <sup>^</sup>  
Your plan pays 80% <sup>^</sup>

**Home Delivery:**  
Not Covered**Retail (per 90-day supply):**

Generic: You pay \$10 <sup>^</sup>  
Preferred Brand: You pay \$30 <sup>^</sup>  
Non-Preferred Brand: You pay \$70 <sup>^</sup>

**Home Delivery (per 100-day supply):**

Generic: You pay \$10 <sup>^</sup>  
Preferred Brand: You pay \$30 <sup>^</sup>  
Non-Preferred Brand: You pay \$70 <sup>^</sup>

- **Cigna 90 Now CVS:** 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. Walgreens will be considered Out-of-Network for a 90 day supply.
- You can choose to fill your retail medications in a 34- or 90-day supply at any network pharmacy.
- You can choose to fill your mail order medications up to 100-day supply at home delivery.
- 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.
- If you receive a supply of 34 days or less at home delivery (including a Specialty Prescription Drug), the home delivery pharmacy cost share will be adjusted to reflect a 30-day supply.

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Drugs Covered

Prescription Drug List:

Your Cigna Legacy 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.
- Prescription smoking cessation drugs are covered.

Pharmacy Program Information

Pharmacy Clinical Management

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

- Prior authorization requirements
- Quantity over time edits and dose optimization edits
- Age edits, and refill-too-soon edits
- Plan exclusion edits
- Your plan includes Specialty Drug Management features, such as prior authorization and quantity limits, to ensure the safe prescribing and access to specialty medications.
- For customers with complex conditions taking a specialty medication, we will offer Accredo Therapeutic Resource Centers (TRCs) to provide specialty medication and condition counseling. For customers taking a specialty medication not dispensed by Accredo, Cigna experts will offer this important specialty medication and condition counseling.

Additional Information

Case Management

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

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## Additional Information

### Maximum Reimbursable Charge

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

### Out-of-Network Emergency Services Charges

1. Emergency Services are covered at the In-Network cost-sharing level 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.

When a person is eligible for Medicare A and B as described above, this plan will pay as the Secondary Plan to Medicare Part A and B regardless if the person is actually enrolled in Medicare Part A and/or Part B and regardless if the person seeks care at a Medicare Provider or not for Medicare covered services.

### Multiple Surgical Reduction

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

### 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.

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## Additional Information

### Pre-Certification - Continued Stay Review - Preferred Care Management Inpatient - required for all inpatient admissions

**In-Network:** Coordinated by your physician

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

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

### Pre-Certification - Preferred Care Management Outpatient Prior Authorization - required for selected outpatient procedures and diagnostic testing

**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.

- 50% penalty applied to outpatient procedures/diagnostic testing charges for failure to contact Cigna Healthcare and to precertify admission.
- Benefits are denied for any outpatient procedures/diagnostic testing reviewed by Cigna Healthcare and not certified.

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

#### Well-Being Solution: Core

- Health assessment
- Device/app integration
- Personalized online content and data-driven actions
- Social connections

#### Your Health First - 200

Individuals with one or more of the chronic conditions, identified on the right, may be eligible to receive the following type of support:

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

Holistic health support for the following chronic health conditions:

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

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## Definitions

**Coinurance** - 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:
  - 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;

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## Exclusions

- 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, except for routine patient care costs related to qualified clinical trials as provided in the "Clinical Trials" sections of this plan.

In determining whether any such technologies, supplies, treatments, drug or Biologic therapies or devices are experimental, investigational and/or unproven, the utilization review Physician may rely on the clinical coverage policies maintained by Cigna or the Review Organization. Clinical coverage policies may incorporate, without limitation and as applicable, criteria relating to U.S. Food and Drug Administration-approved labeling, the standard medical reference compendia and peer-reviewed, evidence-based scientific literature or guidelines.

- Cosmetic surgery and therapies. Cosmetic surgery or therapy is defined as surgery or therapy performed to improve or alter appearance or self-esteem.
- The following services are excluded from coverage regardless of clinical indications: abdominoplasty; panniculectomy; rhinoplasty; redundant skin surgery; removal of skin tags; acupuncture; craniocervical/occipital therapy; dance therapy; movement therapy; applied kinesiology; rolfing; prolotherapy; and extracorporeal shock wave lithotripsy (ESWL) for musculoskeletal and orthopedic conditions.
- Dental treatment of the teeth, gums or structures directly supporting the teeth, including dental X-rays, examinations, repairs, orthodontics, periodontics, casts, splints and services for dental malocclusion, for any condition. Charges made for services or supplies provided for or in connection with an accidental injury to 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.
- Reversal of male or female voluntary sterilization procedures.
- 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, unless this infant child is otherwise eligible under this plan.
- Non-medical counseling and/or ancillary services including, but not limited to, Custodial Services, educational services, vocational counseling, training and rehabilitation services, behavioral training, biofeedback, neurofeedback, hypnosis, sleep therapy, return to work services, work hardening programs and driver safety courses.
- Therapy or treatment intended primarily to improve or maintain general physical condition or for the purpose of enhancing job, school, athletic or recreational performance, including but not limited to routine, long term, or maintenance care which is provided after the resolution of the acute medical problem and when significant therapeutic improvement is not expected.
- Consumable medical supplies other than ostomy supplies and urinary catheters. Excluded supplies include, but are not limited to bandages and other disposable medical supplies, skin preparations and test strips, except as specified in the "Home Health Services" or "Breast Reconstruction and Breast Prostheses" sections of this plan.
- Private Hospital rooms and/or private duty nursing except as provided under the Home Health Services provision.
- Personal or comfort items such as personal care kits provided on admission to a Hospital, television, telephone, newborn infant photographs, complimentary meals, birth announcements, and other articles which are not for the specific treatment of an Injury or Sickness.

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## Exclusions

- Artificial aids including, but not limited to, corrective orthopedic shoes, arch supports, elastic stockings, garter belts, corsets and dentures.
- Aids or devices that assist with non-verbal communications, including but not limited to communication boards, pre-recorded speech devices, laptop computers, desktop computers, Personal Digital Assistants (PDAs), Braille typewriters, visual alert systems for the deaf and memory books.
- Eyeglass lenses and frames and contact lenses (except for the first pair of contact lenses for treatment of keratoconus or post cataract surgery).
- Routine refractions, eye exercises and surgical treatment for the correction of a refractive error, including radial keratotomy.
- Treatment by acupuncture.
- All non-injectable prescription drugs, unless Physician administration or oversight is required, injectable prescription drugs to the extent they do not require Physician supervision and are typically considered self-administered drugs, non-prescription drugs, and investigational and experimental drugs, except as provided in this plan.
- Routine foot care, including the paring and removing of corns and calluses or trimming of nails. However, services associated with foot care for diabetes and peripheral vascular disease are covered when Medically Necessary.
- Membership costs or fees associated with health clubs, weight loss programs and smoking cessation programs.
- Genetic screening or pre-implantations genetic screening. General population-based genetic screening is a testing method performed in the absence of any symptoms or any significant, proven risk factors for genetically linked inheritable disease.
- Dental implants for any condition.
- Fees associated with the collection or donation of blood or blood products, except for autologous donation in anticipation of scheduled services where in the utilization review Physician's opinion the likelihood of excess blood loss is such that transfusion is an expected adjunct to surgery.
- Blood administration for the purpose of general improvement in physical condition.
- Cost of biologicals that are immunizations or medications for the purpose of travel, or to protect against occupational hazards and risks.
- Cosmetics, dietary supplements and health and beauty aids.
- All nutritional supplements and formulae except for infant formula needed for the treatment of inborn errors of metabolism.
- For or in connection with an Injury or Sickness arising out of, or in the course of, any employment for wage or profit.
- Charges for the delivery of medical and health-related services via telecommunications technologies, including telephone and internet, unless provided as specifically described under Covered Expenses.
- Massage therapy.

### These are only the highlights

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

*Cigna Healthcare products and services are provided exclusively by or through operating subsidiaries of The Cigna Group, including Cigna Health and Life Insurance Company, Connecticut General Life Insurance Company, Evernorth Behavioral Health, Inc., Evernorth Care Solutions, Inc. and HMO or service company subsidiaries of Cigna Health Corporation.*

EHB State: CT

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# Discrimination is against the law.

## Medical coverage

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

### Cigna Healthcare:

- 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.



Cigna Healthcare products and services are provided exclusively by or through operating subsidiaries of The Cigna Group, including Cigna Health and Life Insurance Company, Connecticut General Life Insurance Company, Evernorth Behavioral Health, Inc., Evernorth Care Solutions, Inc. and HMO or service company subsidiaries of Cigna Health Corporation, including Cigna Healthcare of Arizona, Inc., Cigna Healthcare of California, Inc., Cigna Healthcare of Colorado, Inc., Cigna Healthcare of Connecticut, Inc., Cigna Healthcare of Florida, Inc., Cigna Healthcare of Georgia, Inc., Cigna Healthcare of Illinois, Inc., Cigna Healthcare of Indiana, Inc., Cigna Healthcare of St. Louis, Inc., Cigna Healthcare of North Carolina, Inc., Cigna Healthcare of South Carolina, Inc., Cigna Healthcare of Tennessee, Inc., and Cigna Healthcare of Texas, Inc. ATTENTION: If you speak languages other than English, language assistance services, free of charge are available to you. For current Cigna customers, call the number on the back of your ID card. Otherwise, call 1.800.244.6224 (TTY: Dial 711). ATENCION: Si usted habla un idioma que no sea inglés, tiene a su disposición servicios gratuitos de asistencia lingüística. Si es un cliente actual de Cigna, llame al número que figura en el reverso de su tarjeta de identificación. Si no lo es, llame al 1.800.244.6224 (los usuarios de TTY deben llamar al 711).

If you believe that Cigna Healthcare 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 Healthcare

Nondiscrimination Complaint Coordinator  
P.O. 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 <https://www.hhs.gov/civil-rights/filing-a-complaint/complaint-process/index.html>

## Proficiency of Language Assistance Services

**English** – ATTENTION: Language assistance services, free of charge, are available to you. For current Cigna Healthcare 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 Healthcare, 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 Healthcare 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 Healthcare, vui lòng gọi số ở mặt sau thẻ Hôì 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 Healthcare 가입자님들께서는 ID 카드 뒷면에 있는 전화번호로 연락해주시요. 기타 다른 경우에는 1.800.244.6224 (TTY: 다이얼 711) 번으로 전화해주시요.

**Tagalog** – PAUNAWA: Makakakuha ka ng mga serbisyo sa tulong sa wika nang libre. Para sa mga kasalukuyang customer ng Cigna Healthcare, 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 Healthcare, 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 Healthcare الحاليين برجاء الاتصال بالرقم المدون 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 Healthcare 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 Healthcare, 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 Healthcare 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 Healthcare 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 Healthcare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 Healthcare 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 Healthcare-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 Healthcare 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 ناشنایان: شماره 711 را شامل مگوری کنید).



## FULL DENTAL PLAN

The Full Dental Plan covers diagnostic, preventive and restorative procedures necessary for adequate dental health.

### COVERED SERVICES INCLUDE:

- ☐ Oral Examinations 1/36 months
- ☐ Periapical and bitewing x-rays 1/Year
- ☐ Topical fluoride applications for members under age 19- 2/Year
- ☐ Prophylaxis, including cleaning, scaling and polishing – 2/Year
- ☐ Relining of dentures
- ☐ Repairs of broken removable dentures
- ☐ Palliative emergency treatment
- ☐ Routine fillings consisting of silver amalgam and tooth color materials; including stainless steel crowns (primary teeth)\*
- ☐ Simple extractions \*\*
- ☐ Endodontics-including pulpotomy, direct pulp capping and root canal therapy (excluding restoration)

\* Payment for an inlay, onlay or crown will equal the amount payable for a three-surface amalgam filling when the member is not covered by Dental Amendatory Rider A.

\*\* Payment for a surgical extraction or a hemisection with root removal will equal the amount payable for a simple extraction when the member is not covered by the Dental Amendatory Rider A.

### ACCESSING BENEFITS:

#### Participating Dentists Benefits

When a member receives care from one of over 1,800 Participating Dentists, he or she simply presents his or her identification card showing dental coverage. The dentist bills us directly for all covered services.

For dental care provided by a Participating Dentist, we will pay the lesser of the dentist's usual charge or the Usual, Customary and Reasonable Charge as determined by us. The dentist accepts our reimbursement as full payment and may not bill the member for any additional charges.

#### Non-Participating Dentists Benefits

For covered dental services provided by a Non-Participating Dentist, in or out of Connecticut, we pay the lesser of the dentist's charge or the applicable allowance for the procedure, as determined by us. The member is responsible for any difference between the amount paid by us and the fee charged by the dentist.

**This does not constitute your health plan or insurance policy. It is only a general description for the purposes of this Request for Proposal, of the Anthem Blue Cross Blue Shield Full Dental Plan. Refer to your Master Group Policy or Description of Benefits, on file with your employer, for a complete listing of benefits, maximums, exclusions and limitations.**



## DENTAL AMENDATORY RIDER A ADDITIONAL BASIC BENEFITS

In addition to the services provided under your dental program, the following additional basic benefits are provided:

- ◆ Inlays (not part of bridge)
- ◆ Onlays (not part of bridge)
- ◆ Crown (not part of bridge)
- ◆ Space Maintainers
- ◆ Oral Surgery consisting of fracture and dislocation treatment, diagnosis and treatment of cyst and abscess, surgical extractions and impaction
- ◆ Apicoectomy

The dental services listed above are subject to the following qualifications:

We will pay for individual crowns, inlays and onlays only when amalgam or synthetic fillings would not be satisfactory for the retention of the tooth, as determined by us.

We will not pay for a replacement provided less than five (5) years following a placement or replacement which was covered under this Rider. We will not pay for individual crowns, inlays or onlays to alter vertical dimension, for the purpose of precision attachment of dentures, or when they are splinted together for any reason.

If the member is not covered by Dental Amendatory Rider C (Prosthodontics) we will pay for the following types of crowns, inlays or onlays, but only when there is clinical evidence that amalgam or synthetic fillings would not be satisfactory for the retention of the tooth:

- ◆ One tooth on either side or two teeth on one side of a replacement for missing teeth, as part of a fixed bridge.
- ◆ No benefits will be provided for the tooth replacements.
- ◆ Space maintainers – payment will be made for devices to preserve space due to premature loss of primary teeth, but not for interceptive orthodontic devices. Payment will be made for up to two devices per member per lifetime.

## DENTAL AMENDATORY RIDER A ADDITIONAL BASIC BENEFITS

### ACCESSING BENEFITS:

#### Participating Dentists Benefits

Anthem Blue Cross & Blue Shield will pay the lesser of fifty percent of the dentist's usual charge or fifty percent of the Usual, Customary and Reasonable Charge, as determined by us, for the dental services described in this Rider. Dentists who participate in our dental programs agree to accept our allowance as fully payment and may not bill the member for any additional charges except for the remaining coinsurance balance.

#### Non-Participating Dentists Benefits

In the event a non-participating dentist renders these services, we will pay to the member the lesser of fifty percent of the dentist's charge or fifty percent of the applicable allowance for the procedure as determined by us. The member is responsible for any difference between the amount paid by us and the fee charged by the dentist.

***This does not constitute your health plan or insurance policy. It is only a general description for the purposes of this Request for Proposal, of the Anthem Blue Cross & Blue Shield of Connecticut Dental Amendatory Rider A. Refer to your Master Group Policy or Description of Benefits, on file with your employer, for a complete listing of benefits, maximums, exclusions and limitations.***

## DENTAL AMENDATORY RIDER B PROSTHODONTICS

The following prosthetic services are provided under Dental Amendatory Rider B:

- ◆ Denture, full and partial
- ◆ Bridges, fixed and removable
- ◆ Addition of teeth to partial dentures to replace extracted teeth

The dental services listed above are subject to the following qualifications:

Anthem Blue Cross & Blue Shield of Connecticut will pay for standard procedures for prosthetic services as determined by us. For fixed bridges, we will pay for the replacement of missing teeth and for one tooth on either side or two teeth on one side of the replacement. We will not pay for a denture or bridge replacement, which is provided less than five years following a placement or replacement, which was covered under the contract. We also not pay for crowns splinted together for any reason.

### ACCESSING BENEFITS:

#### Participating Dentists Benefits

Anthem Blue Cross & Blue Shield of Connecticut will pay the lesser of fifty percent of the dentist's usual charge or fifty percent of Usual, Customary and Reasonable Charge, as determined by us, for the dental services described in this Rider. Dentists who participate in our dental programs agree to accept our allowance as full payment and may not bill the member for any additional charges except for the remaining coinsurance balance.

#### Non-Participating Dentist Benefits

In the event a non-participating dentist renders these services, we will pay to the member the lesser of fifty percent of the dentist's charge or fifty percent of the applicable allowance for the procedure as determined by us. The member is responsible for any difference between the amount paid by us and the fee charged by the dentist.

***This does not constitute your health plan or insurance policy. It is only a general description for the purposes of this Request for Proposal, of the Anthem Blue Cross & Blue Shield of Connecticut Dental Amendatory Rider A. Refer to your Master Group Policy or Description of Benefits, on file with your employer, for a complete listing of benefits, maximums, exclusions and limitations.***

Visit our website at [www.anthem.com](http://www.anthem.com)

## DENTAL AMENDATORY RIDER C PERIODONTICS

Periodontal services consisting of:

- ◆ Gingival curettage
- ◆ Gingivectomy and gingivoplasty
- ◆ Osseous surgery, including flap entry and closure
- ◆ Mucogingivoplastic surgery
- ◆ Management of acute infection and oral lesions

The maximum benefit we will provide for periodontal services per person per year is \$500.00.

### ACCESSING BENEFITS:

#### Participating Dentists Benefits

Anthem Blue Cross & Blue Shield of Connecticut will pay the lesser of fifty percent of the dentist's usual charge or fifty percent of the Usual, Customary and Reasonable Charge, as determined by us, for the dental services described in the Rider. Dentists who participate in our dental programs agree to accept our allowance as full payment and may not bill the member for any additional charges except for the remaining coinsurance balance.

#### Non-Participating Dentists Benefits

In the event a non-participating dentist renders these services, we will pay to the member the lesser of fifty percent of the dentist's charge or fifty percent of the applicable allowance for the procedure as determined by us. The member is responsible for any difference between the amount paid by us and the fee charged by the dentist.

***This does not constitute your health plan or insurance policy. It is only a general description for the purposes of this Request for Proposal, of the Anthem Blue Cross & Blue Shield of Connecticut Dental Amendatory Rider C. Refer to your Master Group Policy or Description of Benefits, on file with your employer, for a complete listing of benefits, maximums, exclusions and limitations.***

## DENTAL AMENDATORY RIDER D ORTHODONTICS

The following Orthodontic services are provided:

Handicapping malocclusion for a member under age 19, consisting of the installation of orthodontic appliances and orthodontic treatments concerned with the reduction or elimination of an existing malocclusion through the correction of malposed teeth.

The maximum amount payable for orthodontic services is \$1000.00 per member per lifetime.

### ACCESSING BENEFITS:

#### Participating Dentists Benefits

Anthem Blue Cross & Blue Shield of Connecticut will pay the lesser of fifty percent of the dentist's usual charge or sixty percent of the Usual, Customary and Reasonable Charge, as determined by us, for the dental services described in this Rider. Dentists who participate in our dental programs agree to accept our allowance as full payment and may not bill the member for any additional charges except for the remaining coinsurance balance.

#### Non-Participating Dentists Benefits

In the event a non-participating dentist renders these services, we will pay to the member the lesser of fifty percent of the dentist's charge or fifty percent of the applicable allowance for the procedure as determined by us. The member is responsible for any difference between the amount paid by us and the fee charged by the dentist.

***This does not constitute your health plan or insurance policy. It is only a general description for the purposes of this Request for Proposal, of the Anthem Blue Cross & Blue Shield of Connecticut Dental Amendatory Rider A. Refer to your Master Group Policy or Description of Benefits, on file with your employer, for a complete listing of benefits, maximums, exclusions and limitations.***

