

TOWN OF OLD SAYBROOK

and

**LOCAL 818 OF CONNECTICUT COUNCIL #4
AFSCME, AFL-CIO
(Supervisors)**

July 1, 2011 - June 30, 2014

45150

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AGREEMENT
between
TOWN OF OLD SAYBROOK
and
OLD SAYBROOK SUPERVISORY EMPLOYEES
LOCAL 818 OF COUNCIL 4
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES
AFL-CIO

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

The Employer and the Union mutually agree that members of the bargaining unit represented by the Union constitute the Town's supervisory employees and both the Employer and the Union agree that their mutual objective is to manage the affairs of the Town in such a way that promotes efficiency and the highest quality public service.

ARTICLE I
RECOGNITION

Section 1.1

The Town of Old Saybrook hereby recognizes Local 818 of Council 4, of the American Federation of State, County and Municipal Employees, AFL-CIO as the sole and exclusive bargaining agent for all supervisory employees of the Town, as certified in Connecticut State Labor Board No. 2850, dated September 28, 1990 on all matters of collective bargaining including wages, hours, and other conditions of employment.

Certified, that Local 818, Council 4, AFSCME, AFL-CIO has been designated as the representative of the Supervisory employees of the Town of Old Saybrook classified as Director of Public Works, Building/Environment Health Official, Zoning Enforcement Officer, Director of Youth and Family Services, Director of Parks & Recreation, Assessor, Accounts Supervisor, and Fire Marshal, Assistant Director of Public Library, excluding the Director of Public Library and all others; and that Local 818, Council 4, AFSCME, AFL-CIO is the exclusive representative of all said employees for the purpose of collective bargaining unit with respect to wages, hours and other conditions of employment.

ARTICLE II
UNION SECURITY AND PAYROLL DEDUCTION

Section 2.1

All employees in the bargaining unit shall, as a condition of employment become a member of the Union in good standing, or pay a service charge equal to the monthly union dues, exclusive of costs not directly related to administration of the Union, for the duration of this Agreement or any extension thereof.

Section 2.2

Upon receipt of a signed signature form from the employees involved, a copy of which is attached to this Agreement as Appendix A, the Employer agrees to deduct from the employees each payroll period, such dues and/or service fees as determined by the Union.

Section 2.3

The amount of the deduction will be certified by a responsible Union Officer in writing to the Chief Executive Officer, and may be raised or lowered by the Union upon thirty (30) day written notification by the Union to the Chief Executive Officer.

Section 2.4

Such payroll deductions as provided herein, shall be remitted to the Treasurer, Local 818, of Council 4, by the fifteenth (15th) day of the next month following the month in which such dues and/or service fees were deducted along with a list of names of employees from whom the deductions have been made.

Section 2.5

New employees shall sign a payroll deduction card at their time of hire, effective the first payroll period following their completion of thirty (30) calendar days of employment.

Section 2.6

During the life of this Agreement there shall be no strike, slowdown, suspension or stoppage of work in any part of the Employer's operation by the employees of this bargaining unit, nor shall there be any lockout of the Employer in any part of the Employer's operation affecting employees within this bargaining unit.

ARTICLE III
SENIORITY

Section 3.1

Employees hired on and after the date of the signing of this Agreement shall remain probationary until after the completion of six (6) months of full time service from the date of last hiring. Employees shall have no seniority rights during this probationary period, and their employment may be terminated at any time during the probationary period at the sole discretion of the Chief Executive Officer of the Town.

Section 3.2

Seniority, according to this Agreement shall consist of the length of accumulated continuous paid service each employee has with the Employer as a full time employee. Each employee's length of service shall be computed from the date of the employee's first full day of actual employment.

Section 3.3

Seniority shall be the factor used to determine the amount of vacation and vacation preference.

Section 3.4

Seniority is forfeited under any of the following circumstances:

1. Voluntary resignation;
2. Discharge for just cause;
3. Failure to return to work within fifteen (15) days of the mailing of notification of recall, by certified mail, to the last known address of a laid off employee; employee shall not lose seniority during a layoff period, but said employee shall not continue to accrue additional seniority during this layoff period;
4. Retirement.

Section 3.5

A corrected seniority list, which includes each employee by name, classification and rate of pay, will be provided by the Employer to each employee annually.

Section 3.6

In the event a layoff is proposed, or pending, the Employer shall inform the Union President no less than fifteen (15) working days prior to any proposed layoff actions.

Section 3.7

When the Town determines that a layoff is necessary, the Town shall first determine which position(s) shall be eliminated. The Town shall choose employees for layoff, within the position(s) selected, by seniority with the least senior employee in a position being laid off first. Seniority rights of a laid-off employee will continue to accumulate while he/she is laid off for a period of two (2) years from the date of layoff. Before new employees are hired for a position in the bargaining unit, the Town shall offer the position to employees laid off from such position who still retain seniority rights, in order of seniority, provided the employee remains qualified for the position.

ARTICLE IV
PROMOTIONS AND TRANSFERS

Section 4.1

All vacant positions, subject to be filled by the Town, within the bargaining unit shall be posted on a bulletin board used for employee notices, for a period of no less than five (5) working days, prior to the issuance of any public notice of said vacancy.

Section 4.2

The Town shall fill vacant positions with the most qualified applicant, based on education, experience, skills and ability, as determined by the Town. Bargaining unit members whose qualifications are equal to those of any outside applicant, as determined by the Town, shall be given preference to fill all promotional or non-promotional vacancies prior to the hiring of any outside applicant for the position.

ARTICLE V
HOURS OF WORK AND OVERTIME

Section 5.1

The normal work week for the Town Supervisors shall be as identified in Appendix B (attached). All employees shall complete time sheets on a daily basis, which shall accurately reflect his/her hours worked each day, in accordance with applicable law.

Section 5.2

- A. The basic work day for forty (40) hour employees shall be eight (8) hours per day, Monday through Friday, between the hours of 7:00 A.M. and 5:30 P.M. subject to change by mutual agreement, with one (1) or one-half ($\frac{1}{2}$) hour for lunch.
- B. The basic work day for thirty-five (35) hour employees shall be seven (7) hours per day, Monday through Friday, between the hours of 8:30 A.M. and 4:30 P.M., subject to change by mutual agreement, with one (1) hour for lunch.
- C. The basic work week for thirty-six and one-half ($36\frac{1}{2}$) hours shall be as required by programs.

Section 5.3

- A. Supervisory employees must be authorized in advance to work in excess of their regular hours by the Chief Executive. Employees shall be paid at the rate of time and one-half for all hours worked in excess of 40 hours per week. Employees may accrue compensatory time in lieu of overtime pay with the prior approval of the First Selectman. Compensatory time must be utilized within the same fiscal year that is accrued, unless otherwise approved by the First Selectman.

For employees in the employ of the Town in positions which are regularly scheduled to work fewer than forty (40) hours per week (i.e., the Zoning Enforcement Officer), the Town will pay such employee at the rate of time and one-half ($1\frac{1}{2}$) for all hours worked in excess of their regularly scheduled number of hours per week. All other employees, both current and future, shall be eligible for overtime pay after working forty (40) hours per week, as set forth above.

- B. Supervisory employees as a part of their job responsibilities are required to attend one (1) evening meeting per month, if necessary, at the discretion of the Chief Executive.
- C. With the exception of employees for whom Sunday is a regular workday, the Town shall pay employees required to work on Sunday at the rate of two (2) times their regular rate of pay.

ARTICLE VI
HOLIDAYS

Section 6.1

All employees covered under this Agreement shall receive the following paid holidays:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Presidents' Day	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Eve
	Christmas Day

In the event that the Town or one or more of its departments conducts business on any of the above holidays, employees who work such day shall receive a Floating Holiday in lieu of the holiday off or any special premium wage for working such day as further set forth below. Floating holidays shall be scheduled in advance by individual employees with the First Selectman.

Section 6.2

- (a) Holidays falling on a Saturday shall be celebrated on the preceding day.
- (b) Holidays falling on Sunday shall be celebrated on Monday.
- (c) Christmas Eve shall be celebrated on Thursday when Christmas Day falls on Saturday. Christmas Day will be celebrated on Friday.
- (d) Christmas Eve shall be celebrated on Friday when Christmas Day falls on Sunday. Christmas Day will be celebrated on Monday.

Section 6.3

In the event a holiday occurs during an employee's vacation, the employee will not be charged with a vacation day for such holiday.

Section 6.4

Employees covered by this Agreement shall receive as a paid holiday, any new holidays designated by the Federal or State Government.

Section 6.5

Employees required to work on a holiday shall receive the holiday pay in addition to one and one-half (1½) times their hourly rate of pay for all hours worked.

ARTICLE VII
WAGES

Section 7.1

Wage rates during the term of this Agreement shall be in accordance with Appendix C.

These wage rates reflect the following general wage increases:

- (a) Effective and retroactive to **July 1, 2011 - 0%**
- (b) Effective **July 1, 2012 - 2.5%**
- (c) Effective **July 1, 2013 - 2.5%**

Employees not at maximum step for their schedule shall be eligible to advance one step on the salary schedule on July 1, 2011 and annually thereafter (i.e., each July 1st) provided that such employees have completed at least one full year of service in their position.

Section 7.2

Each employee shall be paid weekly, by check unless the whole Town goes to bi-weekly pay checks.

ARTICLE VIII
INSURANCE AND PENSION

Section 8.1

Except as otherwise provided below the Town agrees to provide and pay the cost of the following medical coverage, or a comparable coverage, for employees and their dependents. The Town shall have the right to change insurance carriers, and/or self-insure, so long as comparable coverage is provided.

- A. CIGNA PPO. (Appendix D)

Home and office visit co pay	\$20
Emergency Room co pay	\$100

Urgent Care co pay	\$100
Hospital Co pay	\$200
Prescription co pay	
Generic	\$10
Brand preferred	\$20
Brand non preferred	\$30
2x co pay for 90 day supply via mail order only	

- B. The Town agrees to provide and pay the premium cost of a life insurance, and accidental death and dismemberment policy for each employee in the amount of two (2) times the employee's salary.

Employees shall contribute twelve percent (12%) and the Town shall pay eighty-eight percent (88%) towards the cost of health insurance premiums.

Section 8.2

Each employee shall be covered by the provisions of the Town of Old Saybrook Pension Plan in accordance with its eligibility requirements.

Employees will be eligible for health (including dental) insurance benefits following their retirement as set forth under the terms in the attached Memorandum of Agreement.

Section 8.3

Employees who are eligible, but who voluntarily waive medical insurance coverage for themselves and their eligible dependents shall be paid one-third (1/3) of the current cost of the "employee only" level of coverage. To be eligible the employee must present a written, signed waiver to the Town by May 31 prior to the applicable benefit year. Payment will be made on or before June 30 of the end of the benefit year in one installment. Employees may re-enroll in the health insurance only pursuant to carrier and other legal requirements

ARTICLE IX
LEAVE

Section 9.1

A. Each employee shall earn a maximum of eighteen (18) days paid sick leave per year at the rate of one and one-half (1½) days per month. Employees may accumulate a maximum of ninety (90) days sick leave.

B. Emergency Sick Leave Bank

1. There shall be an emergency sick leave bank composed of the contributions of bargaining unit employees who have reached the maximum contractual sick leave accumulation of ninety (90) days. All earned sick leave days thereafter shall be contributed to the pool until the pool has reached a maximum of three hundred (300) days.

Unused days shall be carried over from year to year and shall not lapse.

2. Days contributed to the bank shall be allocated to non-probationary employees with catastrophic or extended, long-term illnesses, upon written request. Days borrowed from the bank shall be paid back to the bank at the rate of one-half (½) day per month commencing upon the employee's return to work.

3. To be eligible for allocation of sick days from the bank, an employee must meet the following conditions:

a. Exhaustion of all sick leave;

b. The illness or injury is not covered by workers' compensation and/or such benefit has been exhausted;

c. An acceptable medical certificate supporting the absence is on file;

d. The bank is not depleted.

4. Days shall be allocated by a Labor Management Advisory Committee, consisting of 2 management and 2 Union members. This committee shall have full authority to grant benefits and administer the program in accordance with guidelines outlined in subparagraph (2) above. In addition, the Committee shall consider as a factor the extent and circumstances of the applicant's usage of sick leave prior to the illness in question.

5. Time off without loss of pay or benefits may be granted, as necessary, to members of the Committee to attend meetings to administer this program.

6. The actions or non-actions of this Committee shall in no way be subject to collateral attack or the grievance/arbitration machinery. The panel shall not be considered a Town agency, board or any other subdivision of the employer. No requests shall be conducted as contested cases or otherwise be subject to the Administrative Procedure Act.

Section 9.2

An acceptable medical certificate on the prescribed form and signed by a physician will be required of an employee to substantiate a request for sick leave for the following reasons:

- A. Any period of absence consisting of more than three (3) consecutive working days, or in the event of suspected abuse of sick leave as determined by the Town.
- B. To support a request for sick leave of any duration during annual vacation.
- C. Medical, dental or eye examinations or treatment for which arrangements cannot be made outside of working hours.

Section 9.3

In the event of the retirement, death, resignation or termination (except for cause) of an employee, with at least ten (10) years of continuous service, the employee or employee's estate shall receive payment for up to 45 days unused accumulated sick leave at the rate of the last three (3) year average.

Section 9.4

Family Leave

- A. The employer agrees that under the Federal Family and Medical Leave Act (FMLA), each eligible employee is entitled to take up to 12 weeks of leave in any 12-month period. The employer agrees that this 12-month period shall be [the calendar year, 12 months commencing on the employee's anniversary date of hire, 12 months commencing on the date the employee first takes FMLA leave or 12 months measured backwards from the initial day of each leave period.]
- B. Notwithstanding the provisions of the Federal Family and Medical Leave Act (FMLA), any leave taken under the FMLA shall be with pay. With pay shall mean the employee shall be permitted to use sick leave and/or accrued vacation leave.
- C. The employer shall continue all fringe benefits provided for in this Agreement, under the same terms and conditions applicable to working employees, during any period when an employee is taking FMLA leave to which the employee is entitled.

Section 9.5

Up to a maximum of five (5) working days special leave with pay shall be granted for a death in the immediate family. Immediate family includes: spouse, children, mother, father, sister, brother, grandparents, grandchild, mother-in-law and father-in-law. Leave is to be applied between the date of death and the funeral.

Up to a maximum of three (3) working days special leave for the purpose of attending the funeral of any of the following relatives: aunts, uncles, nieces, nephews, cousins, brother-in-law and sister-in-law.

Section 9.6

- A. An employee who has completed one (1) year of service from the date of hire shall be entitled to receive three (3) personal leave days per year with pay subject to the discretion of the Chief Executive Officer.
- B. Personal days may not be carried over into the following calendar year.
- C. Unless authorized by the Chief Executive Officer or Designee, personal days may not be taken immediately prior or immediately subsequent to a vacation or holiday weekend, and notice shall be given forty-eight (48) hours in advance when such leave is to be taken, except in cases of emergency.

The employee shall request personnel leave time as much in advance as possible from their supervisor.

Section 9.7

Additional leave of absence up to a maximum of six (6) months without pay or benefits for legitimate reasons may be granted to an employee upon written request to the Chief Executive. A notice of such leave will be supplied to the Union President. Upon return to work, the employee shall be reinstated to the same position held at the time the leave began. Seniority and accrued benefits shall be reinstated to the employee upon return to work.

Section 9.8

Military leave, not to exceed two (2) weeks, shall be granted to regular employees when required to serve a period on active reserve or national guard duty. During this period, the employee shall be paid the difference, if any, between regular pay and military pay.

Section 9.9

An employee who is required to report for jury duty shall be paid the difference between the total amount received for jury duty and the normal rate of pay which would have been paid by the Town for the time spent on jury duty.

To be eligible to receive this difference, an employee must notify the employer within one (1) working day after receiving the notice to report to jury duty. To receive payment, the employee must furnish to the employer, a statement or record from the appropriate public official, detailing the date, time served and the amount of pay received for same.

Section 9.10

Two members of the bargaining unit shall be granted leave with pay for contract negotiations, when said negotiations take place during an employee's scheduled working hours.

Section 9.11

Employees requiring state certification for performance of their duties shall be allowed to attend state approved certification programs when such programs are approved by the Chief Executive. Employees shall be allowed to attend such approved courses without loss of pay. The Town shall reimburse employees for all expenses in connection with these required programs or courses, provided the employee has obtained the prior approval of the Chief Executive with respect to such reimbursement.

ARTICLE X
VACATIONS

Section 10.1

Based on the fiscal year, July 1, through June 30, a vacation with normal rate of pay shall be given annually to all full-time permanent employees on the following basis of continuous employment:

- A. One (1) week (5 working days) after six (6) months employment.
- B. Two (2) weeks (10 working days) after one (1) year of employment.
- C. Three (3) weeks (15 working days) after five (5) years of employment.

- D. Following the tenth (10th) year of service, employees shall be granted one additional day of vacation leave for each additional year of service. Following the twelfth (12th) year of service employees shall be granted twenty (20) working days of paid vacation.
- E. Vacation requests of five (5) days or more shall be submitted for approval two (2) weeks in advance to the Chief Executive Officer. Vacation requests shall be subject to the operating needs of the Town.

Section 10.2

Employees may take vacation in increments of one-half (1/2) day or more.

Section 10.3

In the event of the death of an employee, his/her beneficiary shall receive full payment for any unused vacation time.

Section 10.4

In the event an employee retires, terminates, or is terminated for any reason after six (6) months employment he/she shall receive full pay for any unused accumulated vacation time.

Section 10.5

Employees may carry over unused vacation in exceptional circumstances at the discretion of the Chief Executive.

ARTICLE XI
DISCIPLINARY ACTIONS

Section 11.1

No employee shall be discharged or otherwise disciplined without just cause.

Section 11.2

Subject to Section 11.3, disciplinary actions shall include the following types of discipline:

- A. Verbal warning;
- B. Written warning;
- C. Suspension; and

D. Discharge.

Section 11.3

In cases involving serious offenses, any level of discipline may be imposed at the option of the employer, up to and including discharge.

ARTICLE XII
TRANSPORTATION AND TRAVEL

Section 12.1

Employees of the Town of Old Saybrook shall be reimbursed for all normal expenses incurred while performing official, authorized business. Reimbursement for travel by personal automobile shall be at the rate in cents per mile most recently allowed by the IRS.

Employees using their personal automobile for Town business must maintain insurance liability coverage in the amounts approved by the Board of Selectmen. In cases where use of a personal vehicle is not practical, the Board of Selectmen shall provide a municipal vehicle. Use of municipal vehicles shall be regulated by the Board of Selectmen.

ARTICLE XIII
MISCELLANEOUS

Section 13.1

- A. The Employer agrees to provide each employee with a copy of this signed agreement within thirty (30) days following the execution date thereof.
- B. The Employer agrees to provide new employees with a copy of this agreement at their time of hire.
- C. The Employer agrees to provide the Council 4 Office of the Union with six (6) original, signed, contracts at the time of the signing.

Section 13.2

The Town shall prepare an annual written performance evaluation for each employee. The Chief Executive shall provide the employee with a copy of his/her performance evaluation. Employees shall be permitted to provide a written response to their evaluations to be included in their personnel file.

Section 13.3

Bargaining unit employees will be protected pursuant to Conn. Gen. Stat. Section 7-465 with regard to any claims that are filed against such employees for injuries caused while acting within the scope of their employment with the Town.

ARTICLE XIV GRIEVANCE PROCEDURE

Section 14.1

A grievance is defined as a dispute concerning an alleged misapplication, misinterpretation or breach of the provisions of this Agreement.

Section 14.2

- Step 1 - The employee shall present his/her grievance to the Chief Executive within ten (10) working days after the employee knew or should have known of the occurrence giving rise to the grievance. The Chief Executive or designate will attempt to resolve the grievance at once or submit a written answer to the employee within ten (10) working days of the date submitted to the Chief Executive.
- Step 2 - In the event the matter is not resolved in Step 1, the Union may submit the matter to mediation by the Connecticut State Board of Mediation and Arbitration ("SBMA"), in an attempt to reach a mutually agreeable resolve, by submitting a written request for mediation to SBMA within ten (10) days of the Step 1 decision, with a copy of such request provided to the Chief Executive within such time period.
- Step 3 - In the event the matter is not resolved in Step 2, the Union may submit the matter to the State Board of Mediation and Arbitration for arbitration in accordance with its rules providing the grievance must be submitted for arbitration within twenty (20) days following mediation, with a copy of such request provided to the Chief Executive within such time period.

Section 14.3

The decision of the Arbitrator(s) shall be final and binding on all parties. The Arbitrator(s) shall be bound by and must comply with all the terms of this Agreement and shall have no power to add to, subtract from, or in any way modify the provisions of this Agreement. Any time limits specified within this Article may be extended by written mutual agreement of the Union and the Town provided that, if a grievance is not submitted to a higher step in accordance with the above requirements, it shall be deemed settled on the basis of the Town's response at the last step considered.

Section 14.4

An employee who is the subject of a grievance, shall be allowed the necessary time off without loss of pay to attend hearings with the town, when the hearings are held during work hours. A Union officer and required witnesses will also be allowed to attend grievance hearings without loss of pay when the hearings are held during work hours.

Section 14.5

Nothing herein shall be construed as prohibiting any employee from processing his/her own grievance up to and including Step 2 of the grievance procedure. Only the Union shall have the right to file for mediation and/or arbitration on behalf of its members.

ARTICLE XV SAVINGS CLAUSE

Section 15.1

If any part of this Agreement shall be held to be invalid, void, or inoperative, for any reason, the validity of the balance of the Agreement shall not be affected thereby. It is the intention of the parties in adopting this Agreement that no portion thereof, or provision herein, shall become inoperative or fail by reason of the invalidity of any other portion or provision and the parties do hereby declare herein, separately and apart from the others.

ARTICLE XVI COMPLETE AGREEMENT

Section 16.1

This Agreement supersedes and cancels all prior practices, memoranda, understandings and agreements, whether written or oral, unless expressly stated to the contrary and included in writing herein or by side letter attached, and constitutes the complete and entire agreement between the parties and concludes collective bargaining for its term.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the 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 understanding and agreement reached by the parties after they exercise that right and opportunity are set forth in this Agreement. Therefore, the Town and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, even though such subjects or

matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE XVII
NON-DISCRIMINATION

Section 17.1

The provisions of this contract shall be applied equally to all employees without discrimination because of age, sex, marital status, race, color, creed, national origin, political affiliation or Union membership.

ARTICLE XVIII
MANAGEMENT RIGHTS

Section 18.1

It is understood and agreed that the Town of Old Saybrook possesses the sole right and authority to operate and direct the employees of the Town and its various departments in all aspects, including supervisory employees. Such authority shall include but not be limited to all rights and authority exercised by the Town prior to the execution of this Agreement, except as modified in this Agreement. These rights include, but are not limited to the following:

- a. To determine the care, maintenance and operation of equipment and property used for and in behalf of the purposes of the Town.
- b. To establish or continue policies, practices and procedures for the conduct of Town business and, from time to time, to change or abolish such policies, practices or procedures.
- c. To discontinue processes or operations or to discontinue their performance by employees.
- d. To select and to determine the number and types of employees required to perform the Town's operation.
- e. To employ, transfer, promote or demote employees, or to lay off, furlough, terminate or otherwise relieve employees from duty or lack of work or other legitimate reasons when it shall be in the best interests of the Town.
- f. To prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance

with the requirements of the Town, provided such rules and regulations are made known in a reasonable manner to the employees affected by them.

- g. To establish contracts or sub-contracts for the Town's operations, provided that this right shall not be used for the purpose or intention of undermining the Union or of discriminating against its members. All work customarily performed by the employees of the bargaining unit shall continue to be so performed unless it can be done more economically, effectively or expeditiously otherwise.
- h. To create job specifications and revise existing job specifications as deemed necessary.
- i. To decide staffing levels in all Town operations.
- j. To take any action which the Town reasonably believes is necessary to comply with any legal requirements regardless of the terms otherwise set forth in this Agreement.

ARTICLE XIX DURATION

Section 19.1

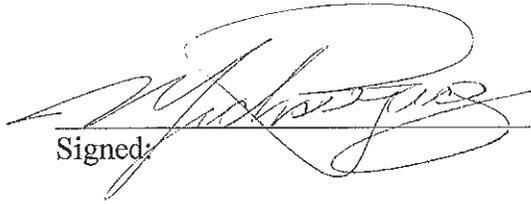
The terms of this Agreement shall be effective as of **July 1, 2011** and shall remain in full force and effect through **June 30, 2014** and shall not be reopened for negotiations during said period unless as specified herein or by mutual agreement of the parties. Successor Agreements shall be negotiated in accordance with applicable State Statutes.

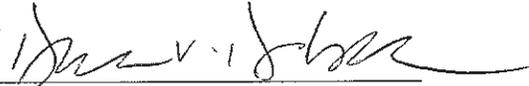
This Agreement shall become effective upon signing by both the Town and the Union. Salary schedules described in Appendix C, will be for the period **July 1, 2011** to **June 30, 2014**.

IN WITNESS WHEREOF, the parties hereto have set their hands this 26 day of October, 2011.

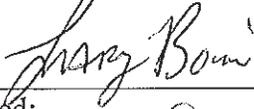
FOR THE TOWN OF OLD SAYBROOK

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


Signed:


Signed:


Signed:


Signed:


Signed: Staff Representative
Council #4
AFSCME, AFL-CIO

APPENDIX A

CONNECTICUT MUNICIPAL COUNCIL 4
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES
AFL-CIO

AUTHORIZATION FOR PAYROLL DEDUCTION

By: _____
Last Name First Name Middle

(PLEASE PRINT)

To: _____
NAME OF EMPLOYER

Effective _____ I hereby authorize you to deduct from my earnings each
_____ a sufficient amount to provide for the regular payment of the current rate of
monthly union dues, and/or service fees as certified by the Union. The amount deducted
shall be paid to the Treasurer of Local 818 of Council 4 of the American Federation of
State, County and Municipal Employees. This authorization shall remain in effect in
accordance with the working agreement or until termination of my employment.

SIGNATURE (DO NOT PRINT)

STREET ADDRESS (PRINT)

TELEPHONE NUMBER

CITY AND STATE (PRINT)

ZIP CODE

APPENDIX B
HOURS OF WORK

Assessor	40 hours per week.
Accounts Supervisor	40 hours per week - 8:00 A.M. to 4:30 P.M. with one-half (1/2) hour lunch.
Building Official	40 hours per week 8:00 A.M. to 5:00 P.M. with one (1) hour lunch.
Acton Library Assistant Director	35 hours per week.
Fire Marshal	40 hours per week.
Parks & Recreation Director	40 hours per week, flexible to required programs.
Public Works Director	40 hours per week 7:00 A.M. to 3:30 P.M. with one-half (1/2) hour lunch.
Youth and Family Director	35 hours per week.
Zoning Enforcement Officer	40 hours per week , flexible as required. for meetings.

APPENDIX C
PAY RATES

<u>Effective July 1, 2011 - 0% GWI</u>	Step 1	Step 2	Step 3	Step 4	Step 5
DIRECTOR PUBLIC WORKS	70,865	72,312	73,787	75,293	76,835
FIRE MARSHAL	62,083	63,350	64,643	65,962	67,309
PARK & REC DIRECTOR	63,755	65,057	66,384	67,739	69,118
DIR. YOUTH & FAMILY SERV.	68,972	70,397	71,834	73,300	74,796
ASSESSOR	61,960	63,224	64,515	65,831	67,184
BLDG OFFICIAL/WPCA	66,309	67,662	69,043	70,452	85,353
					74,734
ACCOUNTING SUPERVISOR	57,289	58,458	59,651	60,869	62,108
Assistant Library Director	47,677	48,899	50,153	51,439	54,345
Zoning Enforcement Officer	57,269	58,737	60,243	61,788	63,378
<u>Effective July 1, 2012 - 2.5% GWI</u>	Step 1	Step 2	Step 3	Step 4	Step 5
DIRECTOR PUBLIC WORKS	72,637	74,120	75,632	77,175	78,756
FIRE MARSHAL	63,635	64,934	66,259	67,611	68,992
PARK & REC DIRECTOR	65,349	66,683	68,044	69,432	70,846
DIR. YOUTH & FAMILY SERV.	70,696	72,157	73,630	75,133	76,666
ASSESSOR	63,509	64,805	66,128	67,477	68,864
BLDG OFFICIAL	0	0	0	0	76,602
ACCOUNTING SUPERVISOR	58,721	59,919	61,142	62,391	63,664
Assistant Library Director	48,868	50,121	51,406	52,724	55,704
Zoning Enforcement Officer	58,700	60,205	61,749	63,332	64,962
<u>Effective July 1, 2013 - 2.5% GWI</u>	Step 1	Step 2	Step 3	Step 4	Step 5
DIRECTOR PUBLIC WORKS	74,453	75,973	77,522	79,105	80,725
FIRE MARSHAL	65,226	66,557	67,916	69,301	70,717
PARK & REC DIRECTOR	66,983	68,351	69,745	71,168	72,617
DIR. YOUTH & FAMILY SERV.	72,463	73,961	75,471	77,011	78,583
ASSESSOR	65,097	66,425	67,781	69,164	70,585
BLDG OFFICIAL	0	0	0	0	78,517
ACCOUNTING SUPERVISOR	60,189	61,417	62,671	63,950	65,255
Assistant Library Director	50,090	51,374	52,691	54,042	57,097
Zoning Enforcement Officer	60,168	61,710	63,293	64,916	66,587

APPENDIX D

CIGNA HealthCare Benefit Summary
Town of Old Saybrook
Open Access Plus \$20 Copay Plan
Town of Old Saybrook Supervisors 019

BENEFIT HIGHLIGHTS	IN-NETWORK	OUT-OF-NETWORK
<i>Lifetime Maximum</i>	Unlimited	\$1,000,000
<i>Coinsurance Levels</i>	100%	80%
<p><i>Maximum Reimbursable Charge</i> <i>determined based on the lesser of the provider's normal charge for a similar service or supply; or</i></p> <p>A percentage of a fee schedule developed by CIGNA that is based upon a methodology similar to a methodology utilized by Medicare to determine the allowable fee for the same or similar service within the geographic market.</p> <p>Note: In some cases, a Medicare based fee schedule will not be used and the Maximum Reimbursable charge for covered services is determined based on the lesser of:</p> <ul style="list-style-type: none"> • the provider's normal charge for a similar service or supply; or • the charges made by 80% of the providers of such service or supply in the geographic area where it is received as compiled in a database selected by CIGNA. <p>Note: The provider may bill the member the difference between the provider's normal charge and the Maximum Reimbursable Charge as determined by the benefit plan, in addition to applicable deductibles, copayments and coinsurance.</p>	Not applicable	200%
<i>Deductible Accumulators</i>	No cross accumulation	
<p><i>Calendar Year Deductible</i></p> <p><i>Individual</i></p> <p><i>2 Member Family</i></p> <p><i>3+ Member Family</i></p> <p><i>Family Maximum Deductible Calculation</i></p>	<p>None</p> <p>None</p> <p>None</p> <p>Individual Deductible</p>	<p>\$200 per person</p> <p>\$400 per family</p> <p>\$500 per family</p> <p>Individual Deductible</p>

BENEFIT HIGHLIGHTS	IN-NETWORK	OUT-OF-NETWORK
<i>Out-of-Pocket Maximum Accumulators</i>		
<i>Accumulation Between In-network and Out-of-Network OOP Maximum: No cross accumulation</i>		
<i>Includes Deductible</i>	No	No
<i>Includes Copays</i>	No	No
<i>Does not apply to</i> Benefits for accident or sickness are paid at 100% of charges once an individual's out-of-pocket has been reached.	Non-compliance penalties, deductibles or copays	Non-compliance penalties, deductibles, copays or charges in excess of Maximum Reimbursable Charge
<i>Out-of-Pocket Maximum</i>		
<i>Individual</i>	None	\$800 per person
<i>2 Member Family</i>	None	\$1,600 per family
<i>3+ Member Family</i>	None	\$2,000 per family
<i>Family Maximum OOP Calculation</i>	Individual OOP	Individual OOP
<i>Automated Annual Reinstatement</i>	Not Applicable	
<i>Physician's Services</i>		
<i>Primary Care Physician's Office visit</i>	No charge after \$20 PCP per office visit copay; No charge after the PCP per office visit copay if only x-ray and/or lab services performed and billed.	80% after plan deductible
<i>Specialty Care Physician's Office Visit Office Visits Consultant and Referral Physician's Services</i> Note: OB-GYN visits will be subject to either the PCP or Specialist copay depending on how the provider contracts with CIGNA (i.e. as a PCP or as a Specialist).	No charge after \$20 Specialist per office visit copay; No charge after the Specialist per visit copay if only x-ray and/or lab services performed and billed.	80% after plan deductible
<i>Surgery Performed In the Physician's Office</i>	No charge after \$20 per office visit copay	80% after plan deductible
<i>Second Opinion Consultations (services will be provided on a voluntary basis)</i>	No charge after \$20 per office visit copay	80% after plan deductible
<i>Allergy Treatment/Injections</i>	No charge	80% after plan deductible
<i>Allergy Serum (dispensed by the physician in the office)</i>	No charge	80% after plan deductible

BENEFIT HIGHLIGHTS	IN-NETWORK	OUT-OF-NETWORK
Preventive Care <i>Routine Preventive Care for children through age 6 Unlimited maximum per calendar year (including immunization)</i>	No charge per office visit; No charge per visit if only x-ray and/or lab services performed and billed.	80% after plan deductible
<i>Immunizations</i>	No charge; no plan deductible	
<i>Routine Preventive Care for children and adults from age 7; Unlimited maximum per calendar year (including routine immunization)</i>	No charge per office visit; No charge per visit if only x-ray and/or lab services performed and billed.	80% after plan deductible
<i>Immunizations</i>	No charge; no plan deductible	
Mammograms, PSA, Pap Smear Note: Preventive care related services and diagnostic related services are paid at the same level of benefits as other x-ray and lab services, based on place of service.	100% if billed by an independent diagnostic facility or outpatient hospital.	80% after plan deductible
Preventive Care Hearing Screening – one exam every two years	No charge after \$20 per office visit copay	80% after plan deductible
Inpatient Hospital - Facility Services	\$200 per admission copay, then 100%	80% after plan deductible
<i>Semi Private Room and Board</i>	Limited to semi-private room negotiated rate	Limited to semi-private room rate
<i>Private Room</i>	Limited to semi-private room negotiated rate	Limited to semi-private room rate
<i>Special Care Units (ICU/CCU)</i>	Limited to negotiated rate	Limited ICU/CCU daily room rate
Outpatient Facility Services <i>Operating Room, Recovery Room, Procedure Room, Treatment Room and Observation Room</i> Note: Non-surgical treatment procedures are not subject to the facility copay.	\$50 per visit copay, then 100%	80% after plan deductible
Inpatient Hospital Physician's Visits/Consultations	No charge	80% after plan deductible
Inpatient Hospital Professional Services <i>Surgeon Radiologist Pathologist Anesthesiologist</i>	No charge	80% after plan deductible
Multiple Surgical Reduction	Multiple surgeries performed during one operating session result in payment reduction of 50% of charges to the surgery of lesser charge. The most expensive procedure is paid as any other surgery.	
Outpatient Professional Services <i>Surgeon Radiologist Pathologist Anesthesiologist</i>	No charge	80% after plan deductible

BENEFIT HIGHLIGHTS	IN-NETWORK	OUT-OF-NETWORK
<i>Emergency and Urgent Care Services Physician's Office</i>	No charge after \$20 per office visit copay; No charge after \$20 per visit copay if only x-ray and lab services performed	No charge after \$20 per office visit copay; No charge after \$20 per visit copay if only x-ray and lab services performed (except if not a true emergency, then 80% after plan deductible).
<i>Hospital Emergency Room</i>	\$100 per visit copay, then 100%*	\$100 per visit copay, then 100%* (except if not a true emergency, then 80% after plan deductible)
<i>Outpatient Professional services (radiology, pathology and ER Physician)</i>	No charge (if the ER facility benefit is subject to 100% coinsurance and per visit copay)	No charge (if the ER facility benefit is subject to 100% coinsurance and per visit copay) (except if not a true emergency, then 80% after plan deductible)
<i>Urgent Care Facility or Outpatient Facility</i>	No charge after \$100 per visit copay*	No charge after \$100 per visit copay* (except if not a true emergency, then 80% after plan deductible)
<i>Ambulance</i>	No charge	No charge (except if not a true emergency, then 80% after plan deductible)
	*waived if admitted	*waived if admitted
<i>Inpatient Services at Other Health Care Facilities Includes Skilled Nursing Facility, Rehabilitation Hospital and Sub-Acute Facilities 180 days combined maximum per calendar year</i>	No charge	80% after plan deductible
<i>Laboratory and Radiology Services (includes pre-admission testing)</i>		
<i>Physician's Office</i>	No charge after \$20 per visit copay	80% after plan deductible
<i>Outpatient Hospital Facility</i>	No charge	80% after plan deductible
<i>Emergency Room/Urgent Care Facility (billed by the facility as part of the ER/UC visit)</i>	No charge (if ER/UC facility is covered at no charge and per visit copay)	No charge (if ER/UC facility is covered at no charge and per visit copay) (except if not a true emergency, then 80% after plan deductible)
<i>Independent X-ray and/or Lab facility</i>	No charge	80% after plan deductible
<i>Independent X-ray and/or Lab Facility in conjunction with an ER visit</i>	No charge (if ER facility is covered at no charge and per visit copay)	No charge (if ER facility is covered at no charge and per visit copay) (except if not a true emergency, then 80% after plan deductible)
	*waived if admitted	*waived if admitted
<i>Advanced Radiological Imaging (i.e. MRI's, MRAs, CAT Scans and PET Scans, etc.)</i>		

BENEFIT HIGHLIGHTS	IN-NETWORK	OUT-OF-NETWORK
<i>Inpatient Facility</i>	\$200 per admission copay, then 100%	80% after plan deductible
<i>Outpatient Facility</i>	No charge	80% after plan deductible
<i>Emergency Room/Urgent Care Facility (billed by the facility as part of the ER visit)</i>	100%	100% (unless not a true emergency then 80% after scan deductible and plan deductible)
<i>Physician's Office</i>	100%	80% after plan deductible
Notes: <ul style="list-style-type: none"> Scans are subject to the applicable place of service coinsurance and plan deductible. 		
<i>Outpatient Short-Term Rehabilitative Therapy and Chiropractic Care Services</i> Unlimited days combined maximum per calendar year Includes: Physical Therapy Speech Therapy Occupational Therapy Chiropractic Therapy (includes Chiropractors) Pulmonary Rehab Cognitive Therapy	No charge after PCP or Specialist per office visit copay; No charge after the PCP or Specialist per visit copay if only x-ray and/or lab services are performed and billed.	80% after plan deductible
<i>Outpatient Cardiac Rehabilitation</i> Maximum: Unlimited days per calendar year	No charge after \$20 per office visit copay	80% after plan deductible
<i>Other Therapy Services</i> Radiation Therapy: Chemotherapy for the treatment of Cancer Electroshock Therapy Kidney Dialysis in a Hospital or free-standing dialysis center	If these services occur in an office setting, a \$20 copay will apply per visit. If they occur within a facility setting, then No charge.	80% after plan deductible
<i>Home Health Care</i> Unlimited days maximum per calendar year (includes outpatient private duty nursing when approved as medically necessary) Note: The maximum number of hours per day is limited to 16 hours. Multiple visits can occur in one day; with a visit defined as a period of 2 hours or less (e.g. maximum of 8 visits per day).	No charge	80% after \$50 Home Health Care deductible

BENEFIT HIGHLIGHTS	IN-NETWORK	OUT-OF-NETWORK
Hospice <i>Inpatient Services</i>	No charge Note: If plan includes inpatient hospital facility copay, the inpatient hospital facility copay does not apply.	80% after plan deductible Note: If plan includes an inpatient hospital facility deductible, the inpatient hospital facility deductible does not apply.
<i>Outpatient Services</i>	No charge	80% after plan deductible
Bereavement Counseling		
<i>Services provided as part of Hospice Care</i> <i>Inpatient (same coinsurance level as Inpatient Hospice Facility)</i>	No charge	80% after plan deductible
<i>Outpatient (same coinsurance level as Outpatient Hospice)</i>	No charge	80% after plan deductible
<i>Services provided by Mental Health Professional</i>	Covered under Mental Health benefit	Covered under Mental health benefit
Maternity Care Services <i>Initial Visit to Confirm Pregnancy</i> Note: OB-GYN visits will be subject to either the PCP or Specialist copay depending on how the provider contracts with CIGNA (i.e. as a PCP or as a Specialist).	No charge after \$20 per office visit copay; No charge after \$20 per visit copay if only x-ray and/or lab services are performed and billed.	80% after plan deductible
<i>All Subsequent Prenatal Visits, Postnatal Visits, and Physician's Delivery Charges (i.e. global maternity fee)</i>	No charge	80% after plan deductible
<i>Office Visits in addition to the global maternity fee when performed by an OB or Specialist</i>	No charge after \$20 per office visit copay; No charge after \$20 per visit copay if only x-ray and/or lab services are performed and billed.	80% after plan deductible
<i>Delivery – Facility (Inpatient Hospital, Birthing Center)</i>	\$200 per admission copay, then 100%	80% after plan deductible
Abortion <i>Includes elective and non-elective procedures</i>		
<i>Inpatient Facility</i>	\$200 per admission copay, then 100%	80% after plan deductible
<i>Outpatient Surgical Facility</i>	\$50 per visit copay, then 100%	80% after plan deductible
<i>Physician's Office</i>	No charge after \$20 per office visit copay	80% after plan deductible
<i>Outpatient Professional Services</i>	No charge	80% after plan deductible
<i>Inpatient Professional Services</i>	No charge	80% after plan deductible

BENEFIT HIGHLIGHTS	IN-NETWORK	OUT-OF-NETWORK
<p><i>Family Planning Services</i> Office Visits, Lab and Radiology Tests and Counseling</p> <p>Note: The standard benefit will include coverage for contraceptive devices (e.g. Depo-Provera and Intrauterine Devices (IUDs). Diaphragms will also be covered when services are provided in the physician's office.</p>	No charge after \$20 per office visit copay; No charge after \$20 per visit copay if only x-ray and/or lab services are performed and billed.	80% after plan deductible
<p><i>Surgical Sterilization Procedure for Vasectomy/Tubal Ligation (excludes reversals)</i></p> <p><i>Inpatient Facility</i></p>	\$200 per admission copay, then 100%	80% after plan deductible
<p><i>Outpatient Facility</i></p>	\$50 per visit copay, then 100%	80% after plan deductible
<p><i>Inpatient Physician's Services</i></p>	No charge	80% after plan deductible
<p><i>Outpatient Physician's Services</i></p>	No charge	80% after plan deductible
<p><i>Physician's Office</i></p>	No charge after \$20 per office visit copay; No charge after \$20 per visit copay if only x-ray and/or lab services are performed and billed.	80% after plan deductible
<p><i>Infertility Treatment</i></p> <p>Coverage will be provided for the following services:</p> <ul style="list-style-type: none"> • Testing and treatment services performed in connection with an underlying medical condition. • Testing performed specifically to determine the cause of infertility. • Treatment and/or procedures performed specifically to restore fertility (e.g. procedures to correct an infertility condition). <p>Artificial Insemination, In-vitro, GIFT, ZIFT, etc).</p>		
<p><i>Office Visit (Lab and Radiology Test, Counseling)</i></p>	No charge after \$20 per office visit copay; No charge after \$20 per visit copay if only x-ray and/or lab services performed.	80% after plan deductible
<p><i>Inpatient Facility</i></p>	\$200 per admission copay, then 100%	80% after plan deductible
<p><i>Outpatient Facility</i></p>	\$50 per visit copay, then 100%	80% after plan deductible
<p><i>Physician Services</i></p>	No charge	80% after plan deductible
<p>Unlimited dollar maximum per member Includes all related services billed with an infertility diagnosis (i.e. x-ray or lab services billed by an independent facility).</p>		

BENEFIT HIGHLIGHTS	IN-NETWORK	OUT-OF-NETWORK
Organ Transplant <i>Includes all medically appropriate, non-experimental transplants. Unlimited Lifetime Maximum.</i>		80% after plan deductible
<i>Inpatient Facility</i>	100% at Lifesource center after \$200 per admission copay, otherwise \$200 per admission copay, then 100%	80% after plan deductible
<i>Physician's Services</i>	100% at Lifesource center; otherwise No charge	80% after plan deductible
<i>Travel Services Maximum- only available for Lifesource facilities</i>	\$10,000	Not covered
Durable Medical Equipment Unlimited maximum per calendar year Includes diabetic equipment	No charge	80% after plan deductible
External Prosthetic Appliances Unlimited maximum per calendar year	No charge	80% after plan deductible
Ostomy Related Services	No charge	80% after plan deductible
Hearing Aids For Children age 12 years and under with a maximum of \$1,000 per member every 2 calendar years	No charge	80% after plan deductible
Wigs Up to \$350 maximum per member per calendar year	No charge	100% no plan deductible
Specialized Formula Dietary Supplements and Nutritional formulas are limited to infant formula needed for the treatment of inborn errors of metabolism, including PKU and Maple Syrup Disease.	No charge	80% after plan deductible
Dental Care Limited to charges made for a continuous course of dental treatment started within six months of an injury to sound, natural teeth.		
<i>Physician's Office</i>	No charge after \$20 per office visit copay; No charge after \$20 per visit copay if only x-ray and/or lab services are performed and billed.	80% after plan deductible
<i>Inpatient Facility</i>	\$200 per admission copay, then 100%	80% after plan deductible
<i>Outpatient Surgical Facility</i>	\$50 per visit copay, then 100%	80% after plan deductible
<i>Physician's Services</i>	No charge	80% after plan deductible

BENEFIT HIGHLIGHTS	IN-NETWORK	OUT-OF-NETWORK
<i>TMJ - Surgical and Non-surgical</i>	Not Covered	Not Covered
<i>Routine Foot Disorders</i>	Not covered, except for services associated with foot care for diabetes and peripheral vascular disease, when medically necessary.	Not covered, except for services associated with foot care for diabetes and peripheral vascular disease, when medically necessary.
<p><i>Prescription Drugs</i> <i>CIGNA Pharmacy Retail Drug Program</i></p> <p>Generic Push</p> <p>Includes prescription vitamins; optional injectables; oral contraceptives and contraceptive devices; oral fertility drugs, diabetic supplies and drugs</p>	<p>\$10 per 34-day supply for generic drugs \$20 per 34-day supply for preferred brand-name drugs \$30 per 34-day supply for non-preferred brand-name drugs</p>	80%
<p><i>CIGNA Tel-Drug Mail Order Drug Program</i></p> <p>Generic Push</p> <p>Includes prescription vitamins; optional injectables; oral contraceptives and contraceptive devices; oral fertility drugs, diabetic supplies and drugs</p>	<p>\$20 per 100-day supply for generic drugs \$40 per 100-day supply for preferred brand-name drugs \$60 per 100-day supply for non-preferred brand-name drugs</p>	In-network coverage only

BENEFIT HIGHLIGHTS	IN-NETWORK	OUT-OF-NETWORK
<i>Specialty Pharmacy</i>		
<i>Clinical Program</i>	Prior authorization required on specialty medications and quantity limits may apply.	
<i>Medication Access Option</i>	Retail and/or Home Delivery	
<i>Mental Health/Substance Abuse</i>	<p>Please note the following regarding Mental Health (MH) and Substance Abuse (SA) benefit administration:</p> <ul style="list-style-type: none"> Substance Abuse includes Alcohol and Drug Abuse services. Transition of Care benefits are provided for a 90-day time period. 	
<i>Mental Health and Substance Abuse (Separate)</i>		
<i>Inpatient Mental Health</i> Unlimited days combined maximum per calendar year	\$200 medical inpatient hospital per admission copay, then 100%	80% after plan deductible
<i>Outpatient Mental Health (Includes Individual, Group and Intensive Outpatient)</i> <i>Physician's Office</i> <i>Outpatient Facility</i> Unlimited visit combined maximum per calendar year.	No charge after \$20 per visit copay \$50 medical outpatient per visit copay, then 100%	80% after plan deductible copay 80% after plan deductible
<i>Inpatient Substance Abuse (Alcohol & Drug)</i> Unlimited days combined maximum per calendar year	\$200 medical inpatient hospital per admission copay, then 100%	80% after plan deductible
<i>Outpatient Substance Abuse (Alcohol & Drug) (Includes Individual, Group and Intensive Outpatient)</i> <i>Physician's Office</i> <i>Outpatient Facility</i> Unlimited visit combined maximum per calendar year.	No charge after \$20 per visit copay \$50 medical outpatient per visit copay, then 100%	80% after plan deductible 80% after plan deductible
<i>MH/SA Utilization Review & Case Management</i>	Inpatient and Outpatient Management (CAP):	
	<ul style="list-style-type: none"> CBH provides utilization review and case management for In-network and Out-of-network Inpatient Services and In-network Outpatient Management services. 	
	<ul style="list-style-type: none"> Includes Lifestyle Management Program (Stress Management, Tobacco Cessation and CIGNA's Healthy Steps to Weight Loss) 	
<i>Pre-existing Condition Limitation (PCL)</i>	No PCL Applies	
<i>Pre-Admission Certification - Continued Stay Review</i> Personal Health Solutions *CIGNA's PAC/CSR is not necessary for Medicare Primary individuals		

BENEFIT HIGHLIGHTS	IN-NETWORK	OUT-OF-NETWORK
<p><i>Inpatient Pre-Admission Certification - Continued Stay Review (required for all inpatient admissions)</i></p>	<p>Coordinated by Provider/PCP</p>	<p>Mandatory: Employee is responsible for contacting CIGNA Healthcare. Penalties for non-compliance:</p> <ul style="list-style-type: none"> • 50% 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.
<p><i>Case Management</i></p>	<p>Coordinated by CIGNA Healthcare. This is a service designated to provide assistance to a patient who is at risk of developing medical complexities or for whom a health incident has precipitated a need for rehabilitation or additional health care support. The program strives to attain a balance between quality and cost-effective care while maximizing the patient's quality of life.</p>	

This Benefit Summary highlights some of the benefits available under your plan. A complete description regarding the terms of coverage, exclusions and limitations, including legislated benefits, will be provided in your Group Service Agreement or Certificate.

Benefits are insured and/or administered by Connecticut General Life Insurance Company.

"CIGNA HealthCare" refers to various operating subsidiaries of CIGNA Corporation. Products and services are provided by these subsidiaries and not by CIGNA Corporation. These subsidiaries include Connecticut General Life Insurance Company, CIGNA Vision Care, Inc., Tel-Drug, Inc. and its affiliates, CIGNA Behavioral Health, Inc., Intracorp, and HMO or service company subsidiaries of CIGNA Health Corporation and CIGNA Dental Health, Inc. "CIGNA Tel-Drug" refers to Tel-Drug, Inc. and Tel-Drug of Pennsylvania, L.L.C., which are also operating subsidiaries of CIGNA Corporation.

APPENDIX E

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into by and between the Town of Old Saybrook and Local 1303-818 of Council 4, AFSCME, AFL-CIO. The Town and the Union are parties to a Collective Bargaining Agreement dated July 1, 2001 through June 30, 2005 and have just entered into a Tentative Agreement for a successor contract covering the period of July 1, 2004 through June 30, 2007.

Although there exists no contractual reference to bargaining unit employees eligibility for health insurance benefits at retirement, the parties mutually agree that for some time there has been a practice of the Town providing retirees with certain health insurance benefits at retirement. Through a Tentative Agreement dated May 27, 1998 the parties attempted to clarify the terms under which bargaining unit employees had been eligible to receive health insurance benefits at retirement. The purpose of this Agreement is to fully set forth the terms under which employees will be eligible for such health (including dental) insurance benefits following their retirement in the future. More specifically, the parties hereby agree as follows:

Eligibility Requirement

1. For full-time employees who retire from their employment with the Town of Old Saybrook following the date of this Agreement, with a minimum of fifteen (15) years of service and having reached a minimum of age 55, the Town shall contribute to the cost of continued health insurance benefits (including dental, vision, prescription drug) for the retiree under the same benefit plans applicable to active employees of the Town, as such benefit plans may change from time to time. For eligible retirees, the Town shall contribute the same amount towards the cost of such benefits as it does for active employees, as such amount may change from time to time. To be eligible to receive such Town contribution to health insurance benefits, the retiree shall be required to contribute the same periodic contribution to premium costs as active bargaining unit members are required to pay, as such contributions may change from time to time.

2. In addition, in order to be eligible for any Town contribution to health insurance benefits, the retiree must have been employed in a full-time bargaining unit position on or before the date of this Agreement. All employees hired by the Town of Old Saybrook following the date of this Agreement as well as those who may be currently employed part-time and are later assigned to full time positions shall not be eligible for any contribution from the Town towards the costs of insurance benefits at retirement from the Town.

3. Eligible retirees who continuously elect to receive benefit under the Town's health insurance plan following their retirement shall remain eligible to receive a Town contribution towards the cost of health insurance benefits as set forth above until such time as they become eligible for Medicare benefits. When such retirees become eligible for Medicare benefits the Town will provide such retirees with an Anthem Blue Cross/Blue Shield Medicare Supplemental Benefit Policy (or comparable Medicare Supplemental Benefit Policy) provided that such retirees contribute the same premium contribution paid by active employees, as such premium contributions may change from time to time.

Dependent Coverage

1. Any eligible retiree who wishes to continue health (including dental, vision, prescription drug) insurance benefits for his/her eligible dependents following the retiree's retirement from the Town as set forth above shall be required to pay the full cost of such dependent coverage at the Town's group rates. In the event that the retiree should die, the eligible dependents coverage will be continued for life, providing the eligible dependents continuously pay the full cost of such coverage at the Town's group rates.

The parties have entered into this Agreement on this 30th day of December, 2004 and mutually agree that this Agreement constitutes the complete terms of their agreement concerning the Town's agreement to contribute to the cost of health insurance benefits (including dental, vision, prescription drug) for eligible bargaining unit members at retirement. As such the parties agree that this Agreement is intended to supercede all prior commitments made by either party with regard to this subject and cannot be altered, amended, or changed unless the parties mutually agree. Furthermore it is understood and agreed upon that this Agreement shall be incorporated into the parties 2004-2007 Collective Bargaining Agreement.

Town of Old Saybrook

President, Local 1303-818
Council 4, AFSCME, AFL-CIO

AFSCME, Council 4
Staff Representative