

A CONTRACT BETWEEN
THE TOWN OF OLD SAYBROOK CONNECTICUT
AND
THE CONNECTICUT ORGANIZATION OF PUBLIC SAFETY EMPLOYEES
C.O.P.S. LOCAL #106

Resulting from an interest arbitration award
issued on November 14, 2011
in Case No. 2011-MBA-379

July 1, 2010 to June 30, 2013

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PREAMBLE

The following contract, effective upon signing, unless otherwise specifically provided for herein, and continuing through June 30th, 2013, by and between the Town of Old Saybrook, hereinafter called the "Town", and The Connecticut Organization of Public Safety Employees C.O.P.S. Local #106, hereinafter called the "Union" is designed to maintain and promote a harmonious relationship between the Town and its employees who are covered by the provisions of this contract, in order that more efficient and progressive public service may be rendered. It is mutually agreed as follows:

ARTICLE I - RECOGNITION

Within the meaning of Section 7-471 Connecticut General Statutes, the Town hereby recognizes the Union as the exclusive bargaining agent for the purpose of collective bargaining for hours, wages, and other conditions of employment for all non-probationary, uniformed and investigatory employees, but excluding all personnel above the rank of Master Sergeant.

The recognition clause shall be construed to apply to employees and not to work. It shall not limit the Town right to transfer work to other employees not included within the above described unit where the nature or amount of work is required; it shall not be construed to mean that any employee or classification of employees has an exclusive right to any work. The specific terms of this contract shall be the sole source of any rights that may be asserted by the Union against the Town.

ARTICLE II - EMPLOYEE STATUS

Section 1 - Probationary Period.

All appointments, including those made by promotion shall be subject to a probationary period of one (1) year. An employee, during his or her probationary period, may be summarily dismissed or demoted for any reason whatsoever without a hearing. Any promoted employee found to be unsatisfactory during his or her probationary period shall be reinstated to his or her previous position, or its equivalent, without loss of seniority and will assume the rank, grade, or pay of his or her previous position. Any employee who satisfactorily completes his or her probationary period shall become a non-probationary employee.

Section 1(a)

Patrol officers' one year probationary period commences after successful completion of the Department's Field Training Program.

Section 2 - Seniority

The seniority rights of all members of the department shall be based upon the total accumulated employment with the department beginning with the day the employee begins full-time service.

In cases where multiple employees begin full-time service on the same date, the employee who ranked highest on the final hiring list determined by the Board of Police Commissioners shall have the greatest seniority. The seniority of the remaining employees who begin full-time service on the same date shall also be determined by their position on the final hiring list in descending order. In the absence of clear evidence of the Police Commission's creation of a final hiring list, the employees' relative seniority shall be determined based upon the best available evidence of the Police Commission's preference for the candidates at the time the offers for employment are extended.

It is provided that there shall be seniority rank and that rank seniority shall accrue from the first day of appointment to any given rank. In cases where multiple employees are promoted to the same rank on the same day, their relative seniority shall be determined at the time of appointment. In all cases, the Police Commission shall make this determination at the time of promotion.

An employee's length of service shall be reduced by the time lost due to sick or injury leave of more than ninety (90) days per occurrence provided that, effective with retroactive application to July 1, 2005, this shall not apply to leaves attributable to accepted workers' compensation claims. Seniority shall be given consideration in all promotional examinations by adding to the final examination grade of each candidate one-half (½) point for each completed year of service which such candidate had with the Department of Police Services on the closing date of application for such promotional examination.

Employees who resign voluntarily, or who are discharged for just cause, or who take a leave of absence without pay for the purpose of working in another occupation, shall lose all seniority.

In the event of a dispute between employees concerning any issue not covered by this agreement, all other things being equal, seniority shall prevail.

ARTICLE III - RIGHTS OF THE TOWN

The Employer has and will continue to retain, whether exercised or not, all of the rights, powers and authority heretofore had by it and, except where such rights, powers and authority are specifically relinquished, abridged or limited by the provisions of this Agreement, it shall have the sole unquestioned right, responsibility and prerogative of management of the affairs of the Town and direction of the working force, including but not limited to, the following:

1. To determine the organization and standards of Town services and to manage its operations.
2. To determine the care, maintenance and operation of equipment used for and on behalf of the purposes of the Town.
3. To establish or continue policies, practices and procedures for the conducting of Town business and, from time to time, to change or abolish such policies, practices or procedures.
4. To establish new or improved methods, procedures, practices, technologies or facilities which the Town may deem necessary and advisable for the efficient operation of the Town.
5. To establish or discontinue processes or operations or to establish or discontinue their performance by employees.
6. To determine the standards of selection for employment, and to select and determine the number of and types of employees required or necessary to perform the Town's operations.
7. To employ, direct, schedule, assign, evaluate, suspend, discharge, transfer, promote, demote, lay off, terminate, or otherwise relieve employees for just cause.
8. To establish or amend 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.
9. To determine the content of job classifications and ensure that incidental duties connected with the Town operations, whether enumerated in job descriptions or not, shall be performed by employees.
10. To fulfill all of the Town's legal responsibilities.
11. To establish contracts or sub-contracts for municipal operations, provided that this right shall not be used for the purpose or intention of undermining the Union or of discriminating against its members.

The above rights, responsibilities and prerogatives are inherent in the Town by virtue of statutory and charter provisions. Such rights may not be subject to review or determination in any grievance or arbitration proceeding, but the manner or exercise of

such rights may be subject to the grievance procedure described in this Agreement.

ARTICLE IV - DISCIPLINARY ACTION - DISMISSAL

Section 1 - Dismissal

If action is taken by the Old Saybrook Police Commission to remove an employee, and in the judgment of the employee this action is taken without just cause, he or she may ask the Old Saybrook Police Commission to meet with the Union's Grievance Committee for the purpose of resolving the dispute. If no agreement is reached between the Old Saybrook Police Commission and the Union with respect to the action of the Old Saybrook Police Commission, either party may, not later than ten (10) days after final determination by the Old Saybrook Police Commission, submit such dispute to the Connecticut State Board of Mediation and Arbitration. The decision of the Board shall be binding on all parties. Nothing contained herein shall prevent any employee from representing himself or herself in these appeal proceedings. The cost of such arbitration shall be shared equally by the Union and the Town. For purposes of this Article IV and Article V, all references to "days" shall mean days the Old Saybrook Town Hall is open for business.

ARTICLE V - GRIEVANCE PROCEDURES

Should any employee or group of employees feel aggrieved by any condition of employment which is controlled by this contract, adjustment shall be sought as follows:

Step 1.

- A. The Union shall submit the grievance in writing to the Chief of Police, setting forth the nature of the grievance within thirty (30) days of the act causing said grievance. Failure to submit the grievance to the Chief of Police within the proper timeframe shall result in the claim being waived. Within three (3) days after the Chief receives the grievance, he or she shall meet with the Union Grievance Committee for the purpose of adjusting or resolving the grievance.

Step 2.

- B. If the grievance is not adjusted or resolved by the Chief of Police to the satisfaction of the Union within five (5) days after such meeting, the Union may present such grievance in writing within seven (7) days thereafter to the Old Saybrook Police Commission. Within seven (7) days thereafter, the Old Saybrook Police Commission shall meet with the Grievance Committee of the Union for the purpose of adjusting or resolving the grievance.

Step 3.

- C. If the grievance is not adjusted or resolved by the Board of Police Commissioners to the satisfaction of the Union within five (5) days after such meeting, the Union may present such grievance in writing within seven (7) days thereafter to the Old Saybrook Board of Selectmen. Within seven (7) days thereafter, the Old Saybrook Board of Selectmen shall meet with the Grievance Committee of the Union for the purpose of adjusting or resolving the grievance.

Step 4.

- D. If the grievance is not adjusted or resolved by the Old Saybrook Board of Selectmen to the satisfaction of the Union within five (5) days after such meeting, the Union may, within ten (10) days thereafter, submit the dispute to arbitration by the Connecticut State Board of Mediation and Arbitration. The decision of such Board shall be final and binding on all parties.
- E. Nothing contained herein shall prevent an employee from presenting his or her own grievance and representing himself or herself.
- F. The arbitrator shall not have authority to change or modify or amend this agreement.
- G. The time limits specified herein may be extended by written agreement of the parties. Any failure on the part of the Union to submit a grievance or process a grievance in accordance with the time limits set forth above shall result in the waiver of the grievance.
- H. Nothing in this article is intended to prohibit the Town from processing a grievance through the grievance procedure up to and including arbitration.
- I. All costs of arbitration shall be shared equally by the Town and the Union.
- J. Up to one (1) member of the Union grievance committee who is on duty shall be permitted to attend the Step 1, 2 and/or 3 grievance meetings referred to above without loss of pay for scheduled hours.

ARTICLE VI - HOLIDAYS

Section 1 - Number of Holidays

Each full-time employee shall be eligible for the following holidays:

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

The above holidays shall be accrued as paid days off at the beginning of each fiscal year. Employees hired in the middle of a fiscal year shall accrue days off for any holidays that had not yet occurred at the time the employee is hired.

Probationary employees shall be eligible for paid holidays after completing all required Connecticut Municipal Police Academy and Department-required field training, or after eight (8) months of continuous service with the Town, whichever occurs first.

Section 2.

The Town may declare additional holidays in its discretion.

ARTICLE VII - VACATIONS

Section 1.

Each full-time employee who has less than one year of completed service prior to July 1st shall be eligible for one (1) day of paid vacation for each month of completed service up to a maximum of ten (10) working days of vacation.

Probationary patrolmen will accrue vacation during their probationary period but will not be eligible for time off with pay until after completing all required Connecticut Municipal Police Academy and Department-required field training, or after eight (8) months of continuous service with the Town, whichever occurs first. Any accrual will be forfeited if employment is terminated prior to the employee being eligible for time off with pay.

Section 2.

Each full-time employee who has completed one (1) full year of service by July 1st shall be eligible for ten (10) working days of paid vacation.

Section 3.

Each full-time employee who has completed between five (5) and ten (10) years of service by July 1st shall be eligible for fifteen (15) working days of paid vacation.

Section 4.

After the eleventh (11th) year of service, one (1) day shall be added for each year to their vacation time to a maximum of twenty-five (25) days after twenty (20) years of service.

Section 5.

All vacation earned but not taken shall be paid in the event of the death of an employee, with such payment being made to the employee's estate.

Section 6.

All vacation earned but not taken shall be paid in the event an employee resigns with two (2) weeks' notice.

Section 7.

In the event an employee terminates or resigns without two (2) weeks' notice, all vacation earned but not taken shall be forfeited.

Section 8.

In order to maintain sound budgetary controls, with permission of the Chief, employees will be permitted to carry ten (10) unused vacation days from one fiscal year to the next providing the vacation days carried forward are used in the first six (6) months of the new fiscal year. Such permission shall not be unreasonably denied.

The Chief of Police may at his/her discretion provide compensation for approved, unused vacation days (up to a maximum of 10 days) at the end of the fiscal year. Such determination will be based on the fiscal state of the Department and shall be issued by rank seniority. Payment for unused vacation time shall be at the employee's normal straight time rate.

Section 9.

Vacation eligibility will not accrue, during personal leaves of absence.

Section 10.

Employees who work a four (4) day on, two (2) day off schedule, shall submit any vacation requests for four (4) or more days at least two (2) months in advance of the posting of the respective work schedule. Employees who work a five (5) day on, two (2) day off schedule, shall submit any vacation request for five (5) or more days at least two (2) months in advance of the posting of the respective work schedule. Such notice requirements may be waived by the Department Administration for good cause.

ARTICLE VIII - SICK LEAVE

Section 1.

Each full-time employee at the time of employment will be granted three (3) sick days and will be credited with one (1) day of sick leave for each month of completed active service thereafter.

Section 1(a).

Each full-time employee may use up to two (2) days per year to care for a sick family member provided such care requires the employee's personal attention. Said two (2) days shall be subtracted from the employee's existing sick leave bank. Additional days may be utilized at the Chief's discretion.

Section 2.

Sick time may be accumulated to a maximum of 195 days. When using sick leave, sick time accumulated last will be subtracted first from the sick leave bank.

Section 3.

At the discretion of the Chief, sick leaves will not be paid beyond three (3) days without verification of illness in the form of a certificate from a physician stating that such illness prevents the employee from working.

Section 4.

Employees shall be eligible to use accrued paid sick leave prior to the time that any claim they make for workers' compensation benefits is accepted.

Employees on Workers' Compensation leave due to a work related injury shall receive the difference between the weekly benefits provided by the Workers' Compensation Act and the amount of his/her base salary at the time of injury for a period of not longer than three calendar months.

Section 5.

Extensions - Upon expiration of an employee's accrued sick leave, the Old Saybrook Police Commission, in its discretion and for good cause, may extend any of the above for not more than sixty (60) unpaid days if the employee furnishes a certificate from a physician stating that he or she is unable to return to work because of sickness or disability.

Section 6.

Sick Leave Without Pay - If an employee's illness, as verified by a doctor's certificate, extends beyond the period covered by this accrued sick leave and any extension, and the employee is ineligible for pension payments, he or she will be granted sick leave without pay for the period of his or her illness up to one (1) year from the granting of the sick leave without pay. During the term of such sick leave without pay, the employee must furnish reasonable proof of his or her illness as required by the Chief from time to time.

Section 7.

Upon retirement or normal separation, and after fifteen (15) years of service, an employee shall be compensated for up to a maximum of 81 days of unused accumulated sick leave. The value of each sick day paid pursuant to this section shall be calculated at the employee's base rate of pay at the time the sick day was accrued. All sick days accrued as of July 1, 2001 shall be valued at each employee's base rate of pay on July 1, 2001. For payout purposes, the oldest days accrued shall be paid out first.

ARTICLE IX - FUNERAL LEAVE

Section 1.

Death in Immediate Family - Each employee shall be granted leave with pay to attend the funeral in the event of death of a member of his or her immediate family. Such leave shall start on the day of the death and continue through and include the day of the burial, providing that such leave shall not be more than five (5) days commencing with the day of death. For the purposes of this Article the term "immediate family" shall include the following: mother, father, mother-in-law, father-in-law, sister, brother, wife, child, grandparents, and any relation of an employee in residence with such employee. It is within the discretion of the Chief to extend the definition of "immediate family" to include others than those defined above.

Section 2.

Each employee will be granted up to one day (8 hours) to attend the funeral of relatives other than those defined as "immediate family."

ARTICLE X - MISCELLANEOUS LEAVE AND OTHER PROVISIONS

Section 1.

Line-of-Duty Death Benefits - In addition to any unused and accrued vacation pay, any unused and accrued sick leave and life insurance benefits, to which an employee's estate may be entitled, the estate shall also receive the next four (4) weeks of pay which would otherwise have become due such employee.

Section 2.

Military Service - An employee shall be granted a leave of absence without pay if drafted for military service, or if he or she enlists for military service during periods of national emergency. Upon written request of such employee, he or she shall be reinstated to the position (or its equivalent) which he or she held at the time such leave was granted, without loss of seniority, rights or privileges, provided that such request is made within three (3) months of the date he or she is separated from military service and provided he or she is granted an honorable discharge.

Section 3.

An employee who participates in the Armed Forces Training Program shall be granted leave with pay for the purpose of such participation up to a maximum of fourteen (14) days per year. The combination of his or her pay for such participation and his or her pay from the Town shall not exceed the employee's regular salary.

Section 4.

Personal Days - Personal days off may be afforded to employees for personal reasons providing twenty-four (24) hours' notice is given to the Department, or in the event of an emergency with as much notice as is reasonably possible as determined by the Chief of Police or his designee. Personal days shall not be approved contiguous with holidays or vacation time. A total of three (3) personal days per year will be permitted. Personal days shall be taken only when adequate staffing permits and shift staffing will not be affected. Pay for personal days will not be used in the calculation of overtime.

Section 5.

Leave of Absence Without Pay - The Old Saybrook Police Commission, upon the recommendation of the Chief, may grant a leave of absence without pay for a period not to exceed one (1) year to any employee who has been employed as a police officer for the Town for at least one (1) year requesting leave for personal reasons. Upon the expiration of such a leave of absence, or earlier, if so requested by such employee, he or she shall be reinstated in the same position which he or she held at the time the leave was granted,

provided the position is still open. If no opening exists, the individual will be placed at the top of the list of eligible candidates for consideration as openings occur.

Section 6.

Funeral Benefits - The Town will pay reasonable funeral expenses in the event of a line-of-duty death, in addition to any other benefits provided by the Connecticut General Statutes.

ARTICLE XI - PROTECTION FOR EMPLOYEES' PERSONAL PROPERTY

Section 1.

The Town assumes liability for damage to the personal property of an employee which occurs while the employee is engaged in police work, provided the Town shall not be liable for such damage resulting from the willful misconduct of such employee.

Section 2.

Liability under this Article shall be limited to shoes, watches, eyeglasses, and dentures, and shall not exceed One Hundred and Fifty (\$150.00) Dollars in any one incident. Proof of repair or replacement may be required at the discretion of the Chief.

The maximum payment for personal property damage is Two Hundred Fifty (\$250.00) Dollars. Specific limitations shall be set by the Union and the Department Administration.

ARTICLE XII - UNIFORMS AND EQUIPMENT

Section 1.

The Town, at its expense, shall furnish each full-time and part-time employee, at the time of his or her employment, the uniforms and equipment deemed necessary by the Board of Police Commissioners.

Section 2.

Each full-time employee shall have their uniforms cleaned at a professional service designated by the Department. The Department shall pay for three uniform sets each week and one jacket per month. Employees who exceed the weekly limit shall be responsible for additional charges.

Section 3.

Beginning July 1, 2004, each full-time, non-probationary employee as of July 1st of each

year shall be credited with a replacement clothing/equipment account of up to Four Hundred Dollars (\$400.00). Employees may purchase Department-approved uniform clothing and equipment from approved suppliers for items reasonably necessary and the invoices for such purchases shall be paid by the Department with the employee's account being deducted accordingly. Payment of invoices by the Police Administration, to the extent that there is sufficient funds in the employee's account, shall not be unreasonably denied. Uniform maintenance payment to supernumerary officers will be based on the amount of time employee spends on the active duty roster and shall be within the discretion of the Chief.

ARTICLE XIII - WORK WEEK AND OTHER PROVISIONS

Section 1(a).

Employees are asked to provide the Department Administration with their shift preferences and the Administration attempts to schedule employees according to such preferences.

The current scheduling practice for all employees shall continue in effect unless for good business reasons the Chief of Police or his designee needs to reassign officers to meet the Town's public safety needs. The current scheduling practice includes:

The Department Administration will solicit the shift preferences of non-special assignment and non-probationary employees in January and July of each year. If needed, scheduling adjustments will be made when practicable and in accordance with the Town and Department's business needs. In the event of a conflict in employees' shift preferences, which cannot be resolved in any other manner by the Department Administration, such conflict shall be resolved with the more senior employee receiving his/her shift preference for the relevant period.

Non-special assignment and non-probationary employees shall, unless for emergency reasons, work a four (4) day on, two (2) day off schedule.

Special assignment and probationary employees shall, unless for emergency reasons, work a five (5) day on, two (2) day off schedule. Day off rotations will alternate between Friday/Saturday, Saturday/Sunday, and Sunday/Monday. Officers assigned to special assignments with administrative duties may work a five (5) day on, two (2) day off schedule without rotating days off.

Patrol Division Work Schedules will be posted at least one calendar month in advance of commencement.

Prior to the posting of the work schedule, Department members will have an opportunity to review their proposed schedule and accept or refuse extra shifts as offered by the Department's Administration. Extra shifts will be offered in such a manner that it

conforms with an employee's shift preference and current work schedule. The Department shall retain the right to require employees to work overtime assignments if insufficient employees voluntarily accept the shifts.

Section 1(b).

The current administrative assignments in the Department include the following: Detective, Accreditation Coordinator, School Resource Officer, Community Policing Officer, Emergency Communications Division Supervisor, Records Division Supervisor, Canine Officer, Information Technology Officer and Traffic. In all cases, employees assigned to these positions will also be scheduled to work patrol shifts as necessary.

Section 2.

Any department member being promoted or having a change of assignment to a different category, before the effective date of this Agreement or during the term of this Agreement, is to have his or her pay scale readjusted at the time of his or her promotion or change of assignment so that it is commensurate with the rank or assignment into which he or she is placed.

Section 3.

Overtime Pay - Overtime pay shall be paid at the rate of time-and-one-half (1- ½) the employee's regular rate of pay when an employee works in excess of forty-two (42) hours in a work week. This provision shall not apply to time worked resulting from a voluntary shift change arranged between two officers and approved by the Chief or extra police duty. Only hours worked and paid vacation and holiday time shall be included in calculating overtime eligibility.

Scheduled overtime assignments shall be made, whenever reasonably possible, through a procedure whereby the Department Administration contacts appropriate qualified personnel, taking into consideration the employees' work schedules and personal preferences for overtime, until an employee accepts the assignment.

Non-scheduled overtime assignments shall be made, whenever reasonably possible, with the Department Administration contacting qualified personnel who sign up on the overtime list on a rotational basis until an employee accepts the assignment. For the purpose of this provision relating to overtime assignments that arise after the posting of the schedule, a qualified police officer shall be defined as any certified police officer holding the requisite skills to perform the assignment at issue. Such qualified personnel who sign up on the overtime list shall be contacted on a rotational basis unless the needs of the Town would be better served by assigning a specific employee(s) to fill the vacancy.

In the event that unforeseen overtime becomes available (i.e. employee sickness, emergency, holdover, etc.), or when it is otherwise impractical to fill such overtime by contacting employees on the overtime list, the Department Administration shall retain the right to fill the assignment in its discretion. Also, the Department Administration shall retain the right to require employees to work overtime assignments if insufficient employees voluntarily accept the shifts. Part-time officers shall be included in the overtime list. Full-time officers shall have the first right of refusal for overtime assignments.

Section 4.

Employees who are required to return to duty for any reason shall be paid for not less than two (2) hours work at the appropriate rate. This minimum call back provision shall not apply to early call in or holdovers.

Section 4a.

Effective upon signing of this Agreement, employees, if assigned, shall work the Memorial Day Parade, the Torchlight Parade, the Saybrook Summer Stroll and the Saybrook Winter Stroll for compensation at their respective straight time rate, despite their overtime eligibility status for the pay period.

Section 4b.

Effective upon signing of this Agreement, employees may be scheduled for up to four (4), four hour, department professional development sessions each fiscal year, and shall be compensated at their respective straight time rate, despite their overtime eligibility status for the pay period.

Section 5.

A patrolman who is put in charge of a shift will be paid the hourly rate of Step 1 sergeant during the time he or she is in charge of such shift.

ARTICLE XIV - ADVANCED EDUCATION

Section 1.

Any employee who has earned a Bachelor's Degree from an accredited college or university shall have a total of \$500.00 added to his or her annual income. Any employee who has attained an Associate's Degree shall have \$250.00 added to his or her annual income.

Section 2.

Any full-time employee who attends courses at an accredited college or university shall be reimbursed \$200.00 per semester for books, lab fees and other expenses. Proof of course completion and achieving a passing grade will be required for reimbursement.

ARTICLE XV - EXTRA POLICE DUTY

Section 1.

Employees working on extra duty assignments shall be paid in accordance with the following during the term of this Agreement:

1. Rate of pay shall be time-and-one-half (1-½) the regular pay rate of the officer assigned.
2. During the term of this contract the rate for assignments less than four (4) hours shall be four (4) hours at time-and-one-half (1½) the regular rate of the officer assigned.
3. Effective upon signing of this Agreement, for all assignments excluding municipal-sponsored events, which continue for less than a full hour increment, the employee shall be paid as if the employee completed the full hour of work. (By way of example, an assignment lasting seven and one-quarter (7 ¼) hours shall be paid for eight (8) hours).

Section 2.

If an "Extra Policy Duty" position is canceled with less than one (1) hour's notice, the officer will receive the minimum rate of four (4) hours at the time-and-one-half (1-½) the regular pay rate of the officer assigned.

Section 3.

Effective upon signing of this Agreement, if an officer works in excess of eight (8) consecutive hours on any extra duty assignment, the officer shall be paid at the rate of one and one-half times (1½) the rate paid to such officer for the first eight (8) hours for all hours worked in excess of the first eight (8) hours.

Section 4.

Effective upon signing of this Agreement, if an officer works an extra duty assignment on any Holiday as set forth in Article VI or on a Saturday or a Sunday, all time worked shall be paid at the rate of two times the officer's regular rate.

ARTICLE XVI - HOSPITALIZATION AND INSURANCE

Section 1.

The Town of Old Saybrook agrees to provide the attached CIGNA Open Access Plus Plan (Appendix A) which shall include the changes in benefit co-pays in accordance with the terms of the parties' settlement, effective upon signing of the Agreement. Such plan shall include family coverage.

Deleted: Blue Cross Century Preferred Provider

Effective July 1, 2010 the following co-pays under the current CIGNA Open Access Plus medical insurance plan shall increase:

Deleted: 09

Deleted: Century Preferred PPO

- 1) Office visit co-pays (including Specialist consultation) shall increase from ten dollars (\$10) per visit to twenty dollars (\$20) per visit.
- 2) Urgent care co-pays shall increase from twenty-five dollars (\$25) per visit to one hundred dollars (\$100) per visit.
- 3) Emergency Room co-pays shall increase from twenty-five dollars (\$25) per visit to one hundred dollars (\$100) per visit.
- 4) Hospital co-pays shall increase from one hundred (\$100) per admission to two hundred dollars (\$200) per admission.
- 5) Prescription drug co-pays shall increase from \$2 generic/\$7 brand/\$0 mail order - No annual maximum to \$10 generic/\$20 brand preferred/\$30 brand non-preferred/2 x the above co-pays for a 90-day supply of medication through mail order - No annual maximum.

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Effective July 1, 2010, employees shall pay Forty Dollars (\$40) per week toward the premium cost for insurance benefits.

Effective July 1, 2011, employees shall pay Eleven Percent (11%) per week of the premium cost for insurance benefits. Said contributions shall be pre-tax and automatically payroll deducted.

Effective July 1, 2012, employees shall pay two percent (2%) more than the premium cost for the prior year.

Said contributions shall be pre-tax and automatically payroll deducted.

Section 2.

A Term Life Insurance Policy in an amount equal to the employee's base salary shall be provided to employees covered by this contract.

Section 3.

In the event of a reduction in force (layoff) the benefits as described in this article will terminate on the first of the month following the month in which the employee(s) was laid off.

Section 4.

For employees who retire following the effective date of this Agreement, the Town shall make available to all police officers who effect normal retirement under the Town's plan for retirement membership in the medical insurance benefits plan offered by the Town to active employees as that plan may be changed by the Town from time to time. An eligible retiree shall contribute to the cost of his/her medical insurance benefits in the same amount as active employees as such contributions may change from time to time. Said coverage shall begin at the time of normal retirement and cease when the retiree is first eligible for Medicare or is eligible for substantially similar medical insurance coverage offered by any subsequent employer, whichever occurs first. If a retiree is offered such coverage by a subsequent employer, but later loses such coverage, provided the Town's insurance carrier allows it, the retiree shall be permitted to return to the Town's plan, subject to the other provisions of this Article.

Section 4a

Current bargaining unit employees (see list attached) shall be grandfathered such that they will continue to receive the benefit set forth in Article XVI, Section 4.

Section 4b

Notwithstanding the above terms, all employees hired on or after January 1, 2006 shall not be eligible for any Town contribution toward any medical insurance benefits following their retirement.

Section 4c

Retirees identified in Section 4a, who are otherwise eligible for insurance benefits following retirement in accordance with the provisions of this Article, shall be permitted to purchase medical insurance coverage under the Town's plan for their eligible dependents provided that the retiree shall pay the full cost of such dependent coverage, subject to insurance carrier limitations and requirements.

Section 5.

Annual Physicals - The Town shall pay up to \$25.00 for the office visit related to each member's annual physical. Other costs related to the physical shall be charged to the Home-Office portion of the employee's medical insurance.

Section 6.

The Town may change insurance carriers or self-insure for any of the insurance benefits listed in Sections 1, 2, and 4 of this Article provided that the coverage is substantially similar to the plans that are currently in effect. Whenever possible, the Town will provide the Union and members of the bargaining unit with at least sixty (60) days advance notice of the Town's intent to change carriers or self-insure.

ARTICLE XVII- PENSION

Section 1.

For the purpose of this Agreement, pensions in effect on July 1, 1998 shall remain in effect. However, the terms of the Old Saybrook Police Pension Plan shall be incorporated into a separate agreement, which shall include:

Section 2.

1. The service cap used in determining the retirement function shall be 35 years.
2. Effective July 1, 1998, the Town shall provide a pension benefit of two (2%) percent per year of appropriate earnings, provided an officer has 25 years of service.
3. Effective July 1, 1998, the disability eligibility threshold shall be reduced to five (5) years of service.
4. Pension benefit calculation will be a function of appropriate earnings earned during last three years service.
5. To fund the above the payroll deduction for each participating plan member will be five (5%) percent, pre-tax.
6. The formal pension plan document as approved by the Board of Selectmen shall govern in any and all disputes that may arise related to the pension benefits for employees covered under this agreement.

ARTICLE XVIII- MISCELLANEOUS PROVISIONS

Section 1.

Meal Time - Forty-five (45) minutes shall be allowed for meal time when at all practicable.

Section 2.

Use of Private Vehicles - When private vehicles are used for official police business, there shall be a mileage allowance equal to the federal mileage reimbursement. Private vehicles shall not be used for official police business without authorization of the Chief or his or her designee.

Section 3.

Vehicle Maintenance - Except in emergencies, no employee shall be required to perform maintenance work on police vehicles. The Town shall assure that all police vehicles are washed, vacuumed, and disinfected, as deemed necessary by the Chief.

Section 4.

Non-Discrimination - It is the policy of the Town and the Union that there shall be no discrimination because of race, creed, color or national origin in the hiring of employees and the provisions of this contract shall apply equally to all employees within the recognized bargaining unit without regard to race, creed, color, or national origin.

Section 5.

Longevity - The Town will pay an annual longevity payment to each full-time sworn employee as follows: upon completion of the employee's fifth year of service, \$300; an additional \$100 for each year completed over five (5) years to a maximum of \$2,000. Such annual longevity payment will be made as soon as practicable after the employee's anniversary of being hired or appointed a full-time sworn employee.

Section 6.

Fitness for Duty - The Town shall have the right, for good cause, to require employees to undergo physical fitness testing to ensure their fitness for duty.

Section 7.

Court Appearances - Each officer shall be paid time-and-one-half (1-½) his regular rate of pay less any payment received from other sources for court and administrative agency hearings, excluding State Board of Mediation and Arbitration, State Board of Labor

Relations, or Commission on Human Rights and Opportunities hearings. This pay will only be applicable if scheduled while the employee is off duty provided the employee "signs in" if required for said court or administrative agency hearing.

ARTICLE XIX - RATES OF PAY

Employees will be paid in accordance with the wage schedules set forth below. Wage increases shall be applied retroactively to July 1, 2010 provided that all retroactive wage increase amounts shall be paid in a lump sum as soon as practicable following the effective date of this Agreement and there shall be no retroactive pay adjustments for extra police duties.

July 1, 2010 (0%)

Step	1	2	3	4	5
Master Sergeant	71,590	72,485			
Det. Sergeant		63,165	65,952	69,190	
Sergeant	62,692	65,438	68,663		
Detective	50,631	53,953	57,603	60,323	
Patrolman	45,162	50,114	53,451	57,076	59,798

July 1, 2011 (3%)

Step	1	2	3	4	5
Master Sergeant	73,738	74,660			
Det. Sergeant		65,060	67,931	71,266	
Sergeant	64,573	67,401	70,723		
Detective	52,150	55,572	59,331	62,133	
Patrolman	46,517	51,617	55,055	58,788	61,592

July 1, 2012 (2%)

Step	1	2	3	4	5
Master Sergeant	75,212	76,153			
Det. Sergeant		66,361	69,289	72,691	
Sergeant	65,864	68,749	72,137		
Detective	53,193	56,683	60,518	63,375	
Patrolman	47,447	52,650	56,156	59,964	62,824

Supernumerary Rates: Supernumerary Officers shall be paid at same rate as a first step patrolman.

ARTICLE XX - SAVINGS CLAUSE

Section 1.

If any article or Section of this Agreement is declared invalid for any reason, such declaration of invalidity shall not affect other Articles, Sections, or portions thereof.

**ARTICLE XXI - AMENDMENTS, SUBJECTS FOR BARGAINING
AND CONTRACT TERMINATION**

Section 1.

This Agreement may be amended at any time by an agreement, in writing, by the Town and the Union.

Section 2.

The Town and the Union, for the life of this Agreement, each voluntarily and unqualifiedly, waives the rights, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement.

Section 3.

Except as otherwise provided herein, this Agreement shall be effective upon signing, and shall continue in full force and in effect until June 30, 2013, inclusive, and thereafter, it shall be considered automatically renewed for successive periods of twelve (12) months unless at least two hundred ten (210) days prior to the end of the expiration date or any twelve (12) month effective period, either party shall serve written notice upon the other that it desires cancellation, revision, or modification of any provisions of this Agreement. In this event the parties shall attempt to reach an agreement with respect to the proposed change or changes. Ideally, by one hundred and fifty (150) days, but no later than one hundred and twenty (120) days prior to the expiration date of this Agreement, meetings to consider such changes shall be held by the parties. In the event the parties do not reach a written agreement by the expiration date of June 30th in a particular year, as provided for herein, then this Agreement shall remain in effect until such time as a new agreement is reached and approved in accordance with Section 7-474. Nothing in this article shall conflict with the Section 7-473b of the Connecticut General Statutes.

ARTICLE XXII - LAYOFF AND RECALL

Section 1.

Layoff. In the event of a reduction in force of the bargaining unit, the order of layoff shall be as follows:

1. Probationary Employees in the rank affected
2. Non-Probationary Employees in the rank affected

The order of the layoff shall be by Department seniority, except in the case of a layoff within a rank above patrol, which shall be by rank seniority.

Section 2.

Bumping. Laid off Sergeants may exercise their Department seniority to bump the least senior Patrolman.

Section 3.

Recall. Laid off employees shall retain recall rights for a period of twelve (12) months. Seniority shall continue to accrue during the period an employee has a right to recall. Recall shall be in the inverse order of layoff. Notice of recall shall be sent certified, return receipt requested, to the employee at his last known address at least two (2) weeks in advance of the date the employee is expected to return. An employee who fails to return to work promptly when notified of recall shall forfeit recall rights.

ARTICLE XXIII - AGENCY SHOP

All employees covered by this Agreement, and those who are not members of the Union, but covered by this Agreement, as a condition of employment, shall either join the Union as a dues paying member or pay a service fee established by the Union in accordance with legal requirements to be payroll deducted and remitted to Old Saybrook Police Union C.O.P.S. Local #106 upon the Union's presentation to the Town of a signed authorization to make such deduction. Said sums due as deductions shall be certified to the Town by the Union no later than July 1 annually.

Said dues and service fees shall be deducted by the Town and remitted to the Union at the end of each month, provided the Town is in possession of written authorization signed by the employee permitting such deductions.

The Union agrees to defend, indemnify, and hold to Town harmless against any and all expenses, liability, suits or claims including the cost of any legal fees the Town incurs as a result of any action or inaction of the Town pursuant to the provisions of this Article.

For the Union

For the Town

Date: _____

Date: _____

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.
<i>Prescription Drugs</i> <i>CIGNA Pharmacy Retail Drug Program</i> Generic Push Includes prescription vitamins; optional injectables; oral contraceptives and contraceptive devices; oral fertility drugs, diabetic supplies and drugs	\$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	80%
<i>CIGNA Tel-Drug Mail Order Drug Program</i> Generic Push Includes prescription vitamins; optional injectables; oral contraceptives and contraceptive devices; oral fertility drugs, diabetic supplies and drugs	\$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	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 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. 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	

BENEFIT HIGHLIGHTS	IN-NETWORK	OUT-OF-NETWORK
<p><i>Pre-Admission Certification - Continued Stay Review</i> Personal Health Solutions</p> <p>*CIGNA's PAC/CSR is not necessary for Medicare Primary individuals</p> <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>	

Medical Benefit Exclusions (by way of example but not limited to):

Your plan provides coverage for medically necessary services. Your plan does not provide coverage for the following except as required by law:

1. Care for health conditions that are required by state or local law to be treated in a public facility.
2. Care required by state or federal law to be supplied by a public school system or school district.
3. Care for military service disabilities treatable through governmental services if you are legally entitled to such treatment and facilities are reasonably available.
4. Treatment of an illness or injury which is due to war, declared or undeclared.
5. Charges for which you are not obligated to pay or for which you are not billed or would not have been billed except that you were covered under this Agreement.
6. 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.
7. Any services and supplies for or in connection with experimental, investigational or unproven services. Experimental, investigational and unproven services are medical, surgical, diagnostic, psychiatric, substance abuse or other health care technologies, supplies, treatments, procedures, drug therapies or devices that are determined by the Healthplan Medical Director to be: Not demonstrated, through existing peer-reviewed, evidence-based scientific literature to be safe and effective for treating or diagnosing the condition or illness for which its use is proposed; or Not approved by the U.S. Food and Drug Administration (FDA) or other appropriate regulatory agency to be lawfully marketed for the proposed use; or The subject of review or approval by an Institutional Review Board for the proposed use, except as provided in the "Clinical Trials" section of "Covered Services and Supplies;" or The subject of an ongoing phase I, II or III clinical trial, except as provided in the "Clinical Trials" section of "Covered Services and Supplies."
8. Cosmetic Surgery and Therapies. Cosmetic surgery or therapy is defined as surgery or therapy performed to improve or alter appearance or self-esteem or to treat psychological symptomatology or psychosocial complaints related to one's appearance.
9. The following services are excluded from coverage regardless of clinical indications: Dance therapy, movement therapy; Applied kinesiology; Rolfing; Prolotherapy; and Extracorporeal shock wave lithotripsy (ESWL) for musculoskeletal and orthopedic conditions.
10. Treatment of TMJ disorder.
11. 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. However, charges made for services or supplies provided for or in connection with an accidental injury to sound natural teeth are covered provided a continuous course of dental treatment is started within 6 months of the accident. Sound natural teeth are defined as natural teeth that are free of active clinical decay, and are functional in the arch.
12. Medical and surgical services, initial and repeat, intended for the treatment or control of obesity, including clinically severe (morbid) obesity, including: 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; and weight loss programs or treatments, whether prescribed or recommended by a physician or under medical supervision.
13. Unless otherwise covered as a basic benefit, 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.
14. Court ordered treatment or hospitalization, unless such treatment is being sought by a Participating Physician or otherwise covered under "Covered Services and Supplies."
15. Reversal of male and female voluntary sterilization procedures.
16. Transsexual surgery, including medical or psychological counseling and hormonal therapy in preparation for, or subsequent to, any such surgery.
17. Any services, supplies, medications or drugs for the treatment of male or female sexual dysfunction such as, but not limited to, treatment of erectile dysfunction (including penile implants), anorgasmia, and premature ejaculation.
18. Medical and hospital care and costs for the infant child of a Dependent, unless this infant child is otherwise eligible under the Agreement.

19. Non-medical counseling or ancillary services, including, but not limited to Custodial Services, education, training, vocational rehabilitation, behavioral training, biofeedback, neurofeedback, hypnosis, sleep therapy, employment counseling, back school, return-to-work services, work hardening programs, driving safety, and services, training, educational therapy or other non-medical ancillary services for learning disabilities, developmental delays, autism or mental retardation.
20. 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.
21. 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 "Inpatient Hospital Services," "Outpatient Facility Services," "Home Health Services" or "Breast Reconstruction and Breast Prostheses" sections of "Covered Services and Supplies."
22. Private hospital rooms and/or private duty nursing except as provided in the Home Health Services section of "Covered Services and Supplies".
23. 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 illness or injury.
24. Artificial aids, including but not limited to corrective orthopedic shoes, arch supports, elastic stockings, garter bells, corsets and dentures.
25. Hearing aids, including, but not limited to semi-implantable hearing devices, audiant bone conductors and Bone Anchored Hearing Aids (BAHAs). A hearing aid is any device that amplifies sound. Except as otherwise noted within benefit summary.
26. 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.
27. Eyeglass lenses and frames and contact lenses (except for the first pair of contact lenses for treatment of keratoconus or postcataract surgery).
28. Routine refraction, eye exercises and surgical treatment for the correction of a refractive error, including radial keratotomy.
29. Treatment by acupuncture.
30. All non-injectable prescription drugs, injectable prescription drugs that do not require physician supervision and are typically considered self-administered drugs, non-prescription drugs, and investigational and experimental drugs, except as provided in "Covered Services and Supplies."
31. 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.
32. Membership costs or fees associated with health clubs, weight loss programs and smoking cessation programs.
33. Genetic screening or pre-implantation 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.
34. Dental implants for any condition.
35. Fees associated with the collection or donation of blood or blood products, except for autologous donation in anticipation of scheduled services where in the Healthplan Medical Director's opinion the likelihood of excess blood loss is such that transfusion is an expected adjunct to surgery.
36. Blood administration for the purpose of general improvement in physical condition.
37. Cost of biologicals that are immunizations or medications for the purpose of travel, or to protect against occupational hazards and risks.
38. Cosmetics, dietary supplements and health and beauty aids.
39. All nutritional supplements and formulae are excluded, except for infant formula needed for the treatment of inborn errors of metabolism. Except as otherwise noted within benefit summary.
40. Expenses incurred for medical treatment by a person age 65 or older, who is covered under this Agreement as a retiree, or his Dependents, when payment is denied by the Medicare plan because treatment was not received from a Participating Provider of the Medicare plan.
41. Expenses incurred for medical treatment when payment is denied by the Primary Plan because treatment was not received from a Participating Provider of the Primary Plan.
42. Services for or in connection with an injury or illness arising out of, or in the course of, any employment for wage or profit.
43. Telephone, e-mail & Internet consultations and telemedicine.

44. Massage Therapy

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 A

This is a summary of benefits for your Open Access Plus plan. All deductibles and plan out-of-pocket maximums accumulate in one direction toward in-network unless otherwise noted. Plan maximums and service-specific maximums (dollar and occurrence) cross-accumulate between in- and out-of-network unless otherwise noted. Pharmacy plan deductibles, out-of-pocket maximums, copays and annual maximums do not integrate with the employer medical program.

CIGNA HealthCare Benefit Summary Town of Old Saybrook Open Access Plus \$20 Copay Plan Town of Old Saybrook Police Division 001		
BENEFIT HIGHLIGHTS	IN-NETWORK	OUT-OF-NETWORK
<i>Lifetime Maximum</i>	Unlimited	\$1,000,000
<i>Coinurance 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
<i>Preventive Care</i> Routine Preventive Care for children through age 6 Unlimited maximum per calendar year (including immunization)	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	
<i>Mammograms, PSA, Pap Smear</i> 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
<i>Preventive Care Hearing Screening – one exam every two years</i>	No charge after \$20 per office visit copay	80% after plan deductible
<i>Inpatient Hospital - Facility Services</i>	\$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
<i>Outpatient Facility Services</i> Operating Room, Recovery Room, Procedure Room, Treatment Room and Observation Room Note: Non-surgical treatment procedures are not subject to the facility copay.	\$50 per visit copay, then 100%	80% after plan deductible
<i>Inpatient Hospital Physician's Visits/Consultations</i>	No charge	80% after plan deductible
<i>Inpatient Hospital Professional Services</i> Surgeon Radiologist Pathologist Anesthesiologist	No charge	80% after plan deductible
<i>Multiple Surgical Reduction</i>	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.	
<i>Outpatient Professional Services</i> Surgeon Radiologist Pathologist Anesthesiologist	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

BENEFIT HIGHLIGHTS	IN-NETWORK	OUT-OF-NETWORK
Advanced Radiological Imaging (i.e. MRIs, MRAs, CAT Scans and PET Scans, etc.)		
<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: • Scans are subject to the applicable place of service coinsurance and plan deductible.		
Outpatient Short-Term Rehabilitative Therapy and Chiropractic Care Services 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
Outpatient Cardiac Rehabilitation Maximum: Unlimited days per calendar year	No charge after \$20 per office visit copay	80% after plan deductible
Other Therapy Services 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
Home Health Care 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
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

BENEFIT HIGHLIGHTS	IN-NETWORK	OUT-OF-NETWORK
<i>Bereavement Counseling</i>		
<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
<i>Maternity Care Services</i>		
<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
<i>Abortion</i>		
<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> <i>Office Visits, Lab and Radiology Tests and Counseling</i></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>	<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.</p>	<p>80% after plan deductible</p>
<p><i>Surgical Sterilization Procedure for Vasectomy/Tubal Ligation (excludes reversals)</i></p> <p><i>Inpatient Facility</i></p>	<p>\$200 per admission copay, then 100%</p>	<p>80% after plan deductible</p>
<p><i>Outpatient Facility</i></p>	<p>\$50 per visit copay, then 100%</p>	<p>80% after plan deductible</p>
<p><i>Inpatient Physician's Services</i></p>	<p>No charge</p>	<p>80% after plan deductible</p>
<p><i>Outpatient Physician's Services</i></p>	<p>No charge</p>	<p>80% after plan deductible</p>
<p><i>Physician's Office</i></p>	<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.</p>	<p>80% after plan deductible</p>
<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>	<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.</p>	<p>80% after plan deductible</p>
<p><i>Inpatient Facility</i></p>	<p>\$200 per admission copay, then 100%</p>	<p>80% after plan deductible</p>
<p><i>Outpatient Facility</i></p>	<p>\$50 per visit copay, then 100%</p>	<p>80% after plan deductible</p>
<p><i>Physician Services</i></p>	<p>No charge</p>	<p>80% after plan deductible</p>
<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
<i>Organ Transplant</i> Includes all medically appropriate, non-experimental transplants. Unlimited Lifetime Maximum.		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
<i>Durable Medical Equipment</i> Unlimited maximum per calendar year Includes diabetic equipment	No charge	80% after plan deductible
<i>External Prosthetic Appliances</i> Unlimited maximum per calendar year	No charge	80% after plan deductible
<i>Ostomy Related Services</i>	No charge	80% after plan deductible
<i>Hearing Aids</i> 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
<i>Wigs</i> Up to \$350 maximum per member per calendar year	No charge	100% no plan deductible
<i>Specialized Formula</i> 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
<i>Dental Care</i> 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