

**AGREEMENT**  
**BETWEEN**  
**OLD SAYBROOK BOARD OF EDUCATION**  
**AND**  
**OLD SAYBROOK SCHOOL CUSTODIANS**  
**LOCAL 1303-020 OF COUNCIL #4**  
**AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-**  
**CIO**

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**July 1, 2018 – June 30, 2021**

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**ARTICLE I**  
**RECOGNITION**

**Section 1.0**

The Board recognizes the Local 1303 of Council #4, American Federation of State, County and Municipal Employees, AFL-CIO, as the sole and exclusive bargaining agent for the purposes of collective bargaining pursuant to the terms and conditions of Chapter 113 with respect to salaries and hours of employment and other conditions of employment for all custodians and grounds maintenance personnel, excluding those working less than twenty (20) hours a week and supervisors employed by the Old Saybrook Board of Education.

**ARTICLE II**  
**RIGHTS OF THE BOARD OF EDUCATION**

**Section 2.0**

Except where such rights, powers and authority are specifically relinquished, abridged or limited by the provisions of this agreement, the Board has and will continue to retain, whether exercised or not, all the rights, powers and authority heretofore had by it, and shall have the sole right, responsibility and prerogative of management of the affairs of the Board of Education and direction of the working forces, including, but not limited to those rights provided by Conn. Gen. Stat. 10-220 and the following:

- a. To determine the care, maintenance and operation of equipment and property used for and in behalf of the purposes of the Board.
- b. To establish or continue policies, practices and procedures for the conduct of Board business and, from time to time, to change or abolish such policies, practices and procedures.
- c. To discontinue processes or operations or to discontinue their performance by employees so long as those duties are not contracted out.
- d. To select and to determine the number of employees required to perform the Board's operation.
- e. To employ, transfer, promote or demote employees, or to lay off, furlough, terminate or otherwise relieve employees from duty for lack of work or other legitimate reasons.
- f. To prescribe and enforce rules and regulations which are set forth in Board policies and the provisions of the Collective Bargaining Agreement.
- g. To create job specifications and revise existing job specifications as deemed necessary.
- h. It is recognized by the parties that all matters pertinent to wages, hours and other conditions of employment are negotiable under the terms of the Municipal Employees Relations Act (MERA), and such rights are neither waived nor diminished by the foregoing language which shall be subject to all of the terms of the agreement.

**ARTICLE III**  
**UNION SECURITY AND PAYROLL DEDUCTIONS**

**Section 3.0**

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, for the duration of this Agreement or any extension thereof.

**Section 3.1**

Upon receipt of a signed authorization form from the employee involved, a copy of which is attached to this Agreement as Appendix B, the employer agrees to deduct from the employee's pay, each payroll period, such dues and/or service fees as determined by the Union.

**Section 3.2**

The amount of the service fee will be certified by the President of the Union in writing the subject to the following conditions:

- a. The service fee shall be determined on a yearly basis;
- b. The service fee shall be determined as of July 1 of each year;
- c. The Union shall provide an appropriate mechanism for a proportional reimbursement to employees who object to the amount of the service fee to the extent such mechanism is required by law.

**Section 3.3**

The payroll deductions, as provided herein, shall be remitted to the Council #4 Office of the Union by the 15<sup>th</sup> day of the next month following the month in which dues and/or service fees were deducted along with a list of names of employees from whom the deductions have been made.

**Section 3.4**

New employees shall sign a payroll deduction card at their time of hire, effective the first payroll period following their completion of seventy-five (75) working days of employment.

**Section 3.5**

The Union agrees to indemnify and to hold the Board harmless against any and all claims, demands, suits or other forms of liability that shall, or may arise out of, or by reason of action taken by the Board for the purpose of complying with the provisions of this Article.

**ARTICLE IV**  
**NO DISCRIMINATION**

**Section 4.0**

There shall be no discrimination, coercion or intimidation of any kind against any employee of the Board for any reason whatsoever, including marital status, age, sex, race, creed, color, religious belief or Union activity, either by the Board or by the Union.

**ARTICLE V**  
**SENIORITY**

**Section 5.0**

- a. Seniority shall be defined as the length of an employee's continuous service with the Board, unbroken by either discharge or voluntary quit.
- b. The Board shall establish a seniority list and this shall be brought up to date at the beginning of each fiscal year, and a copy with the salary schedule sent to the Secretary of the Union.
- c. Seniority shall be used as a criterion for resolving differences between members of the bargaining unit in matters concerning vacation preferences and lateral transfers and layoff and recall for up to two years.

Nothing herein is to be construed as to prohibit employees from being utilized in other buildings if it becomes necessary because of shortage of help or during summer recess to expedite preparation of buildings. It is further understood that this provision shall not infringe on the rights of administration to transfer employees for good and sufficient cause to resolve conflicts.

**Section 5.1**

No employee shall attain seniority under this agreement until he has been continuously on the payroll of the Board for a period of seventy-five (75) calendar days and has actually performed seventy-five days of work. This will be a probationary period. The seventy-five day period begins on the date of hire as a regular employee. Periods of temporary employment do not count toward the seventy-five days. Fringe benefits will commence the first of the month following such date of hire. During the probationary period the employee may be terminated by the Board at its sole discretion and neither the employee nor the Union on his behalf, shall have recourse to the grievance or arbitration provisions of this agreement. The Superintendent or his designee shall hold a conference with any employee terminated during the probationary period and shall supply reasons for such termination to the employee at this conference. The employee is entitled to request Union representation at any such conferences. Upon completion of the probationary period, an employee's seniority shall date back to his date of hire.

**ARTICLE VI**  
**HOURS OF WORK AND OVERTIME**

**Section 6.0**

The regular hours of work shall be forty (40) hours per week, Monday through Friday.

**Section 6.1**

Overtime wages shall be paid at the rate of one and one-half times the employee's regular rate of pay after an employee has worked eight hours in one day. Overtime shall be paid at time and one-half for hours worked over forty hours in any one week. Overtime paid on a daily basis shall not be included in pay for overtime on a weekly basis. Time and one-half shall be paid for all hours worked on Saturday. Double time shall be paid for all time worked on Sundays and holidays in addition to the holiday pay.

**Section 6.2**

An employee called in to work in an emergency situation shall be paid equivalent to hours worked at twice his hourly rate.

**Section 6.3**

When school facilities are used for special activities by outside organizations, not directly part of the school system, employees brought in for this duty shall be guaranteed a three (3) hour minimum for such duty at the applicable overtime rates.

**Section 6.4**

When school offices are closed during normal working hours employees will be compensated for eight hours of straight time pay. If the employee is called in to work anytime when offices are closed they will be compensated at time and one half their hourly rate.

**ARTICLE VII**  
**HOLIDAYS**

**Section 7.0**

The following holidays shall be observed as days off with regular pay:

New Year's Day	Columbus Day
Martin Luther King Day	Veterans' Day (Floating Holiday)
Lincoln's Birthday (Floating Holiday)	Thanksgiving Day
President's Day	Day after Thanksgiving

Good Friday  
Memorial Day  
July 4<sup>th</sup>  
Labor Day

Christmas Eve  
Christmas Day  
New Year's Eve

(If the President or the Governor declares a day to be a national or state holiday during the school year and the schools are closed, such a day will be considered a holiday.)

### **Section 7.1**

If a holiday falls during a vacation period, the employee shall be entitled to an additional day off on a day that is proposed by the employee and approved by the Administration.

### **Section 7.2**

In order to be eligible for holiday pay an employee must work his regularly scheduled day before and day after a holiday, however, approved vacation may be taken around the holiday. When an employee is sick the day before or after the holiday, he may be required to present a doctor's certificate verifying such sickness.

### **Section 7.3**

Any holiday falling on Sunday and listed in 7.0 shall be observed on Monday. Any holiday falling on Saturday and listed on 7.0 shall be observed on Friday, as long as school is closed on these days.

### **Section 7.4**

If changes in the law allow schools to operate on any of the holidays listed above, and the schools are in operation during such holidays, then such days will be floating holidays. Time off will be scheduled as soon as conveniently possible, with the supervisor's concurrence.

## **ARTICLE VIII** **SICK/BEREAVEMENT/PERSONAL LEAVE**

### **Section 8.0**

Payment of wages for time lost due to personal illness shall be granted at a rate of fifteen (15) days per year, accumulated at the rate of one and one quarter (1-1/4) days per month. Accumulation of sick leave will be a maximum of one hundred sixty-five (165) days.

### **Section 8.1**

A doctor's note showing the date of illness or incapacity may will be required after an absence of three consecutive working days or to change vacation to sick leave if injured or sick while on annual vacation.

### **Section 8.2**

With prior approval from the Director of Operations, Facilities and Finance, an employee may use sick leave under the contract for the purpose of a doctor's visit. The appropriate hour(s) will be applied for such requests.

### **Section 8.3**

In case of sickness, either on the job or prior to reporting for work, the employee shall notify the appropriate Administrator or Head Custodian as early as possible.

### **Section 8.4**

In the event of a death in the immediate family, the employee will be paid for time lost from scheduled work not to exceed three (3) working days in order to attend to matters at the time of death. The employee's Principal or Director of Operations, Facilities and Finance may grant up to two (2) additional days if the situation warrants. Immediate family includes spouse, parents, step-parents, step-children, children, brother, sister, father-in-law, mother-in-law, grandparents or grandchildren. In the event of a death of the employee's brother-in-law, sister-in-law, aunt, uncle, niece, nephew or cousin, the employee will be paid for time lost from scheduled work not to exceed one (1) working day.

### **Section 8.5**

Personal Days: The request for personal days shall require 24 hours notice when possible and shall require the prior approval of the Director of Operations, Facilities and Finance or his designee. Personal days shall not accumulate from year to year.

- a. Personal (3 days maximum): Personal days may not be used immediately before or after a holiday or vacation day unless under extraordinary circumstances with prior approval of the Director of Operations, Facilities and Finance or designee
- b. Family Illness (two (2) days maximum): Each employee is entitled to leave when it is necessary to attend to illness in the immediate family.
  1. One (1) day at regular pay approved by the Director of Operations, Facilities and Finance.
  2. One (1) sick day for the purpose of attending to illness in the immediate family
- c. Family Leave:
  1. The employer agrees, as set forth in the Federal Family and Medical Leave Act (FMLA), that each eligible employee is entitled to take up to 12 weeks of leave in any 12-month period. The parties agree that this 12-month period



shall be the 12-months commencing on the date the employee first takes FMLA.

2. The employer, at its discretion, may allow accrued vacation, personal and/or sick leave to be used during leave taken under FMLA.
3. The employer shall continue all fringe benefits provided for in this agreement, without additional cost to the employee, during any period when an employee is taking FMLA leave to which the employee is entitled.

### **Section 8.6**

Military Leave: Military leave shall be granted to regular employees who are members of the reserve corps in any branch of the armed forces of the United States when they are required to serve a period of active duty for training. During this period, the Board shall pay the employee his regular pay up to a maximum time of two calendar weeks. If the leave should extend beyond two weeks, the Board shall pay the difference between the military pay and the employee's regular pay for the period exceeding two weeks up to a total time of thirty days.

### **Section 8.7**

Jury duty: An employee summoned in accordance with the provisions of Section 51-232 of General Statutes of Connecticut to serve as a juror, will receive their regular day's wages less the amount of compensation received from the court for each day of attendance as a juror.

### **Section 8.8**

In the event employees retire after completing a minimum of five (5) years of service with the District, they shall be paid \$30.00 per day for fifty percent (50%) of their unused accumulated sick leave after their time of their retirement. In the event an employee dies after completing a minimum of five (5) years of service with the District, their estate shall be paid \$30.00 per day for fifty percent (50%) of their unused accumulated sick leave at the time of their death.

### **Section 8.9**

All qualifying employees are eligible for benefits and protections in accordance with the provisions of the Federal Family and Medical Leave Act.

## **ARTICLE IX** **VACATIONS**

### **Section 9.0**

All employees covered by this Agreement, on the active payroll, who have completed the following periods of continuous service with the Board, shall receive paid vacations as follows:

- |                                       |                                    |
|---------------------------------------|------------------------------------|
| (a) Six (6) months of service         | Five (5) working days of vacation  |
| (b) Six months to one year of service | Five (5) working days of vacation  |
| (c) Two years of service              | Eleven working days of vacation    |
| (d) Three years of service            | Twelve working days of vacation    |
| (e) Four years of service             | Fourteen working days of vacation  |
| (f) Five through ten years of service | Fifteen working days of vacation   |
| (g) Eleven years of service           | Sixteen working days of vacation   |
| (h) Twelve years of service           | Seventeen working days of vacation |
| (i) Thirteen years of service         | Eighteen working days of vacation  |
| (j) Fourteen years of service         | Nineteen working days of vacation  |
| (k) Fifteen or more years of service  | Twenty working days of vacation    |
- (l) After 20 years of service, 1 additional day shall be added to the total vacation days for each year for any employee hired prior to 30 June 1996.
- (m) Employees hired 1 July 1996 and thereafter may earn a maximum of 20 days of vacation per year.

**Section 9.1**

All employees in the bargaining unit may take their vacation time at any time during the fiscal year, provided that the vacation times are approved by the appropriate Head Custodian and administrator. A maximum of five (5) vacation days may be carried over to the next year. More than 5 days can be carried over with the written approval of the Director of Operations, Facilities and Finance.

**Section 9.2**

In the event the employee retires they shall receive full payment for all unused vacation or, in case of death, the payment shall go to the estate of the employee.

**ARTICLE X**  
**INSURANCE**

**Section 10.0**

The existing health insurance plan is Comp-Mix managed care plan with a \$10 generic/\$20 brand preferred/\$30 brand non-preferred co-pay with an unlimited maximum; and a dental plan which includes spouses and which incorporates "Rider A". Comp-Mix Plan will incorporate the following co-pays/deductibles:

- a. \$25 Home and Office co-pay
- b. \$150 Emergency Room co-pay
- c. \$75 Urgent Care co-pay
- d. Three tier drug rider with co-pays of \$10/\$20/\$30 with a unlimited benefit maximum

The other benefit terms shall remain as previously. A summary of the Comp-mix Plan is attached at Appendix B.

**Section 10.1**

Each employee shall contribute the percentage outlined below for their medical coverage elected.

Each employee shall contribute the percentage outlined below for single or two person dental coverage. If family dental coverage is elected the employee will pay the additional difference between two person and family coverage.

	2018-2019	2019-2020	2020-2021
Employee Premium Payment	12%	13%	14%

**Section 10.2**

Employees shall be provided with \$30,000 life insurance coverage. Employees shall have the option to buy additional life insurance in the amount of \$50,000 at the employee's expense. An eligible employee may participate in the pension program established by ordinance of the Town of Old Saybrook.

**Section 10.3**

The Board may utilize other insurance carriers than those noted above to provide substantially equivalent coverage.

**Section 10.4**

At the employee's expense, early retirees may continue the hospital and medical coverage at group rates until Medicare Coverage begins, or until the employee reaches age 65, whichever occurs first.

**ARTICLE XI**  
**WAGES**

**Section 11.0**

All employees in the bargaining unit shall receive increases on the July 1<sup>st</sup> anniversary date of the contract with accordance with the wage schedules as appended hereto as Appendix A.

**Section 11.1**

Custodian Premiums

	7/1/2018	7/1/2019	7/1/2020
Maintenance	\$10,835	\$11,106	\$11,384
Custodial Coordinator	\$7,984	\$8,184	\$8,389
High School Head Custodian	\$6,275	\$6,432	\$6,593
Middle School Head Custodian	\$6,275	\$6,432	\$6,593
Elementary School Head Custodian	\$5,133	\$5,261	\$5,393
Groundskeeper	\$2,854	\$2,925	\$2,998
Night Foreman	\$858	\$879	\$901

These premiums will be paid as part of the hourly rate and will be reflected in the applicable overtime rates.

**Section 11.2**

Long Term Disability insurance may be purchased at group rates at employees' expense, subject to the rules and regulations of the insurance carrier.

**ARTICLE XII**  
**DISCIPLINARY PROCEDURE**

**Section 12.0**

No employee covered by this Agreement shall be discharged or disciplined except for just cause.

**Section 12.1**

Other than in the case of probationary employees, any disciplinary action including discharge may be appealed through the grievance procedure of this Agreement.

## **Section 12.2**

Any disciplinary action other than an oral warning shall be stated in writing, giving the reason for same, and a copy given to the employee and to the Union President at the time of such actions.

## **ARTICLE XIII GRIEVANCE PROCEDURE AND ARBITRATION**

### **Section 13.0**

Grievances, including the interpretation or application of this Agreement or any matters relating to such interpretation or application, shall be filed within (10) days of the date the employee knows or should have known of such grievance and shall be processed in an orderly manner as outlined herein:

#### **Step 1:**

The grievant with his Steward, if he so desires, and the appropriate Administrator shall meet in an effort to adjust the grievance. If unable to do so, it may be submitted to the next step by stating the grievance in writing, specifying the section of the Agreement involved, and giving a copy to the School Principal within five (5) days after the above meeting.

#### **Step 2:**

The School Principal shall answer the grievance in writing within (5) days after he receives it.

#### **Step 3:**

If not satisfactory, the grievance may be submitted within one (1) week thereafter to the Superintendent. The Superintendent or his designee shall answer the grievance in writing within one (1) week after the day of the above meeting.

#### **Step 4:**

If unsatisfactory, the grievance may be submitted to the Board at its next regularly scheduled meeting at which time the Board shall schedule a hearing for the grievance. The Board shall give a written answer to the grievance within fourteen (14) days after its hearing.

### **Section 13.1**

If a grievance is not settled, it may be submitted, at the request of the Union only, to arbitration before a tripartite panel of the Connecticut State Board of Mediation and

Arbitration. The Union's request for arbitration shall be in writing and must be filed with the Board of Arbitration no later than ten (10) days after receipt of the written answer of the Board of Education under Step 4 above.

### **Section 13.2**

The arbitrators designated shall hear and decide only one (1) grievance at a time. Their award shall be final and binding as provided by law. They 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. The cost of arbitration shall be borne equally by both parties.

### **Section 13.3**

Any time limits specified with this Article, except for the initial filing of a grievance, may be extended by mutual agreement of the Union and the Board provided that, if a grievance is not submitted to a higher step in the above procedure, it shall be deemed settled on the basis of the Board's answer in the last step considered.

### **Section 13.4**

An employee has the right to have Union representation and the Board of Education may also engage outside representation throughout the grievance procedure.

### **Section 13.5**

The grievant and his representative shall be afforded the necessary time off without loss of pay for such grievance hearing held during their working hours.

## **ARTICLE XIV NO LOCKOUT – NO STRIKE**

### **Section 14.0**

The Board agrees that it will not lock out the employees covered by this Agreement during its term.

### **Section 14.1**

The Union and the employees expressly agree that during the life of this Agreement there will be no strikes, slowdowns, picketing on school grounds, work stoppages, mass resignations or mass illnesses or other similar forms of interference with the operation of the school system.

## **Section 14.2**

Any or all employees participating in such strike or other prohibited activity described in Section 14.1 shall be subject to disciplinary action by the Board.

## **ARTICLE XV MISCELLANEOUS**

### **Section 15.0**

The Board will require each Custodian to undergo a physical examination at management's discretion. The Board shall pay for examinations, providing the school Medical Advisor administers them. Examinations shall occur during regular working hours.

### **Section 15.1**

The Board shall provide three sets of suitable uniform work clothes to each employee at no cost to the employee. A "set" consists of a shirt and a pair of trousers. The employee may request, and the Director of Operations, Facilities and Finance may approve, of an individual substitution of other clothing articles, costing approximately the same as a "set", such as overalls, jackets, etc. Employees who do not wear the uniform to work each day do not qualify for this benefit.

### **Section 15.2**

Custodian wage payments will be made by automatic direct deposit at the bank of the individual custodian's choice and the direct deposit voucher will be emailed to the custodian.

## **ARTICLE XVI DURATION AND RENEWAL**

### **Section 16.0**

The parties agree that the above sections constitute the full and complete agreement between them and supersede all prior understandings, practices, procedures and policies for the employees covered by this Agreement, whether written or oral.

### **Section 16.1**

No individual employee in the bargaining unit or representative, agent or employee of the Board may enter into any separate agreement or understanding which will be inconsistent with the terms of this Agreement. Any such separate inconsistent agreement will not be

binding upon the parties hereto, unless expressly adopted in writing and mutually agreed upon between the Board and the Union.

**Section 16.2**

This Agreement may be altered or modified only by mutual written agreement of the parties hereto.

**Section 16.3**

This Agreement shall be binding upon the Board and the Union from the first day of July 2012 and shall continue in full force and effect until midnight of the 30<sup>th</sup> day of June 2015.

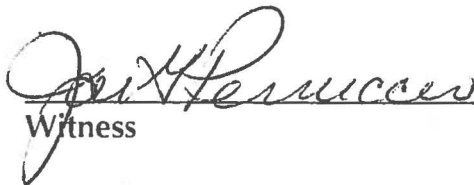
**Section 16.4**

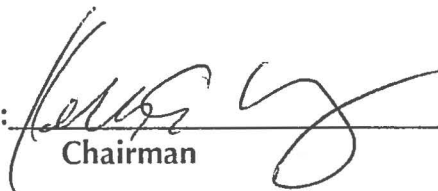
Negotiations on any successor agreement shall begin 120 days prior to the expiration of this agreement in accordance with the applicable state law.

**Section 16.5**


The preceding provisions of this agreement shall take effect July 1, 2015.

**OLD SAYBROOK BOARD OF EDUCATION**

  
\_\_\_\_\_  
Witness

By:   
\_\_\_\_\_  
Chairman

**COUNCIL #4, AFSCME, AFL-CIO**

  
\_\_\_\_\_  
President, Local 1303-020

By:   
\_\_\_\_\_  
Staff Representative



**APPENDIX A  
OLD SAYBROOK CUSTODIANS**

**SALARY SCHEDULE**

**HOURLY RATE**

<b>Custodian</b>	<b>as of 7/1</b>	<b>2018-2019</b>	<b>2019-2020</b>	<b>2020-2021</b>
<b>Probation</b>	<b>0-90 days</b>	24.62	25.24	25.87
<b>0</b>	<b>91 days -1.99 yr</b>	25.11	25.74	26.38
<b>1</b>	<b>2-3.99</b>	25.61	26.25	26.91
<b>2</b>	<b>3-4.99</b>	25.87	26.52	27.18
<b>3</b>	<b>5-9.99</b>	26.23	26.89	27.56
<b>4</b>	<b>10-14.99</b>	26.35	27.01	27.69
<b>5</b>	<b>15-19.99</b>	26.41	27.07	27.75
<b>6</b>	<b>20+</b>	26.49	27.15	27.83

<b>Maintenance</b>	<b>as of 7/1</b>	<b>2018-2019</b>	<b>2019-2020</b>	<b>2020-2021</b>
<b>Probation</b>	<b>0-90 days</b>	27.65	28.34	29.05
<b>0</b>	<b>91 days - 1.99 yr</b>	28.20	28.91	29.63
<b>1</b>	<b>2-3.99</b>	28.76	29.48	30.22
<b>2</b>	<b>3-4.99</b>	29.05	29.78	30.52
<b>3</b>	<b>5-9.99</b>	29.43	30.17	30.92
<b>4</b>	<b>10-14.99</b>	29.56	30.30	31.06
<b>5</b>	<b>15-19.99</b>	29.61	30.35	31.11
<b>6</b>	<b>20+</b>	29.69	30.43	31.19

## APPENDIX B

Eastern Connecticut Health & Medical Cooperative:

Open Access Plus

Coverage Period: 07/01/2018- 06/30/2019

Summary of Benefits and Coverage: What this Plan Covers & What it Costs

Coverage for: Individual/Individual + Family | Plan Type: OAP



**This is only a summary.** If you want more detail about your coverage and costs, you can get the complete terms in the policy or plan document at [www.myCigna.com](http://www.myCigna.com) or by calling 1-800-Cigna24

Important Questions	Answers	Why This Matters
<b>What is the overall deductible?</b>	For in-network providers <b>\$250</b> person / <b>\$500</b> family For out-of-network providers <b>\$500</b> person / <b>\$1,000</b> family Does not apply to in-network preventive care & immunizations, in-network office visits, emergency room visits, urgent care facility visits Co-payments don't count toward the <b>deductible</b> .	You must pay all the costs up to the <b>deductible</b> amount before this plan begins to pay for covered services you use. Check your policy or plan document to see when the <b>deductible</b> starts over (usually, but not always, January 1st). See the chart starting on page 2 for how much you pay for covered services after you meet the <b>deductible</b> .
<b>Are there other deductibles for specific services?</b>	No.	You don't have to meet <b>deductibles</b> for specific services, but see the chart starting on page 2 for other costs for services this plan covers.
<b>Is there an out-of-pocket limit on my expenses?</b>	Yes. For in-network providers <b>\$1,000</b> person / <b>\$2,000</b> family / For out-of-network providers <b>\$2,000</b> person / <b>\$4,000</b> family	The <b>out-of-pocket limit</b> is the most you could pay during a coverage period (usually one year) for your share of the cost of covered services. This limit helps you plan for health care expenses.
<b>What is not included in the out-of-pocket limit?</b>	Premium, balance-billed charges, penalties for no pre-authorization, and health care this plan doesn't cover.	Even though you pay these expenses, they don't count toward the <b>out-of-pocket limit</b> .
<b>Is there an overall annual limit on what the plan pays?</b>	No.	The chart starting on page 2 describes any limits on what the plan will pay for <i>specific</i> covered services, such as office visits.
<b>Does this plan use a network of providers?</b>	Yes. For a list of participating providers, see <a href="http://www.myCigna.com">www.myCigna.com</a> or call 1-800-Cigna24	If you use an in-network doctor or other health care <b>provider</b> , this plan will pay some or all of the costs of covered services. Be aware, your in-network doctor or hospital may use an out-of-network <b>provider</b> for some services. Plans use the term in-network, <b>preferred</b> , or participating for <b>providers</b> in their <b>network</b> . See the chart starting on page 2 for how this plan pays different kinds of <b>providers</b> .
<b>Do I need a referral to see a specialist?</b>	No. You don't need a referral to see a specialist.	You can see the <b>specialist</b> you choose without permission from this plan.

Questions: Call 1-800-Cigna24 or visit us at [www.myCigna.com](http://www.myCigna.com).

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Important Questions	Answers	Why this matters
Are there services this plan doesn't cover?	Yes.	Some of the services this plan doesn't cover are listed on page 5. See your policy or plan document for additional information about <b>excluded services</b> .



- **Co-payments** are fixed dollar amounts (for example, \$15) you pay for covered health care, usually when you receive the service.
- **Co-insurance** is *your* share of the costs of a covered service, calculated as a percent of the **allowed amount** of the service. For example, if the health plan's **allowed amount** for an overnight hospital stay is \$1,000, your **co-insurance** payment of 20% would be \$200. This may change if you haven't met your **deductible**.
- The amount the plan pays for covered services is based on the **allowed amount**. If an out-of-network **provider** charges more than the **allowed amount**, you may have to pay the difference. For example, if an out-of-network hospital charge is \$1,500 for an overnight stay and the **allowed amount** is \$1,000, you may have to pay the \$500 difference. (This is called **balance billing**.)
- This plan may encourage you to use in-network **providers** by charging you lower **deductibles**, **co-payments** and **co-insurance** amounts.

Common Medical Event	Services from My Plan	Your Cost if you Use It		Qualifications & Restrictions
		In-Network Provider	Out-of-Network Provider	
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	\$25 co-pay/visit	30% co-insurance	-----none-----
	Specialist visit	\$25 co-pay/visit	30% co-insurance	-----none-----
	Other practitioner office visit	\$25 co-pay/visit for chiropractor	30% co-insurance	-----none-----
	Preventive care/screening/immunization	No charge	30% co-insurance	-----none-----
If you have a test	Diagnostic test (x-ray, blood work)	10% co-insurance	30% co-insurance	-----none-----
	Imaging (CT/PET scans, MRIs)	10% co-insurance	30% co-insurance	-----none-----

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Services you may need	Your Cost if you use an		Limitations & Exceptions	
	In-Network Provider	Out-of-Network Provider		
<b>If you need drugs to treat your illness or condition</b>  More information about <b>prescription drug coverage</b> is available at <a href="http://www.myCigna.com">www.myCigna.com</a>	Generic drugs	Not Covered	Not Covered	Contact your employer for non-Cigna coverage that may be available
	Preferred brand drugs	Not Covered	Not Covered	Contact your employer for non-Cigna coverage that may be available
	Non-preferred brand drugs	Not Covered	Not Covered	Contact your employer for non-Cigna coverage that may be available
	Specialty drugs	Not Covered	Not Covered	Contact your employer for non-Cigna coverage that may be available
<b>If you have outpatient surgery</b>	Facility fee (e.g., ambulatory surgery center)	10% co-insurance	30% co-insurance	-----none-----
	Physician/surgeon fees	10% co-insurance	30% co-insurance	-----none-----
<b>If you need immediate medical attention</b>	Emergency room services	\$150 co-pay/visit	\$150 co-pay/visit	Per visit co-pay is waived if admitted
	Emergency medical transportation	10% co-insurance	10% co-insurance	-----none-----
	Urgent care	\$75 co-pay/visit	\$75 co-pay/visit	Per visit co-pay is waived if admitted
<b>If you have a hospital stay</b>	Facility fee (e.g., hospital room)	10% co-insurance	30% co-insurance	50% penalty for no precertification.
	Physician/surgeon fees	10% co-insurance	30% co-insurance	50% penalty for no precertification.

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Common Medical Event	Services Most Likely Needed	Amount Covered by Your Health Plan		Limits, Co-payments & Exceptions (if any)
		In-Plan Network Provider	Out-of-Plan Network Provider	
<b>If you have mental health, behavioral health, or substance abuse needs</b>	Mental/Behavioral health outpatient services	\$25 co-pay/visit	30% co-insurance	-----none-----
	Mental/Behavioral health inpatient services	10% co-insurance	30% co-insurance	50% penalty for no precertification.
	Substance use disorder outpatient services	\$25 co-pay/visit	30% co-insurance	-----none-----
	Substance use disorder inpatient services	10% co-insurance	30% co-insurance	50% penalty for no precertification.
<b>If you are pregnant</b>	Prenatal and postnatal care	10% co-insurance	30% co-insurance	-----none-----
	Delivery and all inpatient services	10% co-insurance	30% co-insurance	50% penalty for no precertification.
<b>If you need help recovering or have other special health needs</b>	Home health care	10% co-insurance	30% co-insurance	-----none-----
	Rehabilitation services	\$25 co-pay/visit	30% co-insurance	-----none-----
	Habilitation services	Not Covered	Not Covered	-----none-----
	Skilled nursing care	10% co-insurance	30% co-insurance	50% penalty for no precertification.
	Durable medical equipment	10% co-insurance	30% co-insurance	-----none-----
	Hospice services	10% co-insurance	30% co-insurance	50% penalty for no precertification.
<b>If your child needs dental or eye care</b>	Eye Exam	Not Covered	Not Covered	-----none-----
	Glasses	Not Covered	Not Covered	-----none-----
	Dental check-up	Not Covered	Not Covered	-----none-----

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## Excluded Services & Other Covered Services

### Services Your Plan Does NOT Cover (This isn't a complete list. Check your policy or plan document for other excluded services.)

- Cosmetic surgery
- Dental care (Adult)
- Dental care (Children)
- Eye care (Children)
- Habilitation services
- Long-term care
- Non-emergency care when traveling outside the U.S.
- Prescription drugs
- Private-duty nursing
- Routine eye care (Adult)
- Routine foot care
- Weight loss programs

### Other Covered Services (This isn't a complete list. Check your policy or plan document for other covered services and your costs for these services.)

- Acupuncture
- Bariatric surgery
- Chiropractic care
- Hearing aids
- Infertility treatment

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

If you lose coverage under the plan, then, depending upon the circumstances, Federal and State laws may provide protections that allow you to keep health coverage. Any such rights may be limited in duration and will require you to pay a **premium**, which may be significantly higher than the premium you pay while covered under the plan. Other limitations on your rights to continue coverage may also apply.

For more information on your rights to continue coverage, contact the plan at 1-800-Cigna24. You may also contact your state insurance department, the U.S. Department of Labor, Employee Benefits Security Administration at 1-866-444-3272 or [www.dol.gov/ebsa](http://www.dol.gov/ebsa), or the U.S. Department of Health and Human Services at 1-877-267-2323 x61565 or [www.cciio.cms.gov](http://www.cciio.cms.gov).

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

If you have a complaint or are dissatisfied with a denial of coverage for claims under your plan, you may be able to **appeal** or file a **grievance**. For questions about your rights, this notice, or assistance, you can contact Cigna Customer service at 1-800-Cigna24. You may also contact the Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or [www.dol.gov/ebsa/healthreform](http://www.dol.gov/ebsa/healthreform).

### **Does this Coverage Provide Minimum Essential Coverage?**

The Affordable Care Act requires most people to have health care coverage that qualifies as "minimum essential coverage." **This plan or policy does provide minimum essential coverage.**

### **Does this Coverage Meet the Minimum Value Standard?**

The Affordable Care Act establishes a minimum value standard of benefits of a health plan. The minimum value standard is 60% (actuarial value). **This health coverage does meet the minimum value standard for the benefits it provides.**

### **Language Access Services:**

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

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

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

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

-----*To see examples of how this plan might cover costs for a sample medical situation, see the next page.*-----

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## Coverage Examples

### About these Coverage Examples:

These examples show how this plan might cover medical care in given situations. Use these examples to see, in general, how much financial protection a sample patient might get if they are covered under different plans.



#### This is not a cost estimator.

Don't use these examples to estimate your actual costs under this plan. The actual care you receive will be different from these examples, and the cost of that care will also be different.

See the next page for important information about these examples.

**Note:** These numbers assume enrollment in individual-only coverage.

#### Having a baby (normal delivery)

- Amount owed to providers: \$7,540
- Plan pays: \$6,390
- Patient pays: \$1,150

#### Sample care costs:

Hospital charges (mother)	\$2,700
Routine Obstetric Care	\$2,100
Hospital charges (baby)	\$900
Anesthesia	\$900
Laboratory tests	\$500
Prescriptions	\$200
Radiology	\$200
Vaccines, other preventive	\$40
<b>Total</b>	<b>\$7,540</b>

#### Patient pays:

Deductible	\$250
Co-pays	\$30
Co-insurance	\$700
Limits or exclusions	\$170
<b>Total</b>	<b>\$1,150</b>

#### Having a baby (cesarean delivery)

- Amount owed to providers: \$5,400
- Plan pays: \$740
- Patient pays: \$4,660

#### Sample care costs:

Prescriptions	\$2,900
Medical equipment and supplies	\$1,300
Office visits & procedures	\$700
Education	\$300
Laboratory tests	\$100
Vaccines, other preventive	\$100
<b>Total</b>	<b>\$5,400</b>

#### Patient pays:

Deductible	\$140
Co-pays	\$200
Co-insurance	\$0
Limits or exclusions	\$4,320
<b>Total</b>	<b>\$4,660</b>

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## Questions and answers about the Coverage Examples:

### What are some of the assumptions behind the Coverage Examples?

- Costs don't include premiums.
- Sample care costs are based on national averages supplied by the U.S. Department of Health and Human Services, and aren't specific to a particular geographic area or health plan.
- The patient's condition was not an excluded or pre existing condition.
- All services and treatments started and ended in the same coverage period.
- There are no other medical expenses for any member covered under this plan.
- Out-of-pocket expenses are based only on treating the condition in the example.
- The patient received all care from in-network providers. If the patient had received care from out-of-network providers, costs would have been higher.

### What does a Coverage Example show?

For each treatment situation, the Coverage Example helps you see how deductibles, co-payments, and co-insurance can add up. It also helps you see what expenses might be left up to you to pay because the service or treatment isn't covered or payment is limited.

### Does the Coverage Example predict my own care needs?

❗ **No.** Treatments shown are just examples. The care you would receive for this condition could be different based on your doctor's advice, your age, how serious your condition is, and many other factors.

### Does the Coverage Example predict my future expenses?

❗ **No.** Coverage Examples are not cost estimators. You can't use the examples to estimate costs for an actual condition. They are for comparative purposes only. Your own costs will be different depending on the care you receive, the prices your providers charge, and the reimbursement your health plan allows.

### Can I use Coverage Examples to compare plans?

✓ **Yes.** When you look at the Summary of Benefits and Coverage for other plans, you'll find the same Coverage Examples. When you compare plans, check the "Patient Pays" box in each example. The smaller that number, the more coverage the plan provides.

### Are there other costs I should consider when comparing plans?

✓ **Yes.** An important cost is the premium you pay. Generally, the lower your premium, the more you'll pay in out-of-pocket costs, such as co-payments, deductibles, and co-insurance. You also should consider contributions to accounts such as health savings accounts (HSAs), flexible spending arrangements (FSAs) or health reimbursement accounts (HRAs) that help you pay out-of-pocket expenses.

Plan ID: 4530263 BenefitVersion: 5  
Plan Name: Old Saybrook BOE Comp Mix Plan

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