

HUMAN RESOURCES DEPARTMENT

BRANFORD, CONNECTICUT



JOYCE FORTE
Human Resources Director

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January 30, 2014

RE: Agreement By and Between the Town of Branford and the United Public Services Employees Union Local #405, to June 30, 2016 (Town Hall Employees)

Attached is the above-captioned agreement which was accepted by the members of the Town Hall Employees union on Friday, January 24, 2014.

Bargaining Goals

The following goals were established for successful negotiations with the Town Hall Employees Union:

- To incorporate language changes throughout the Agreement that would further clarify any ambiguous language that could be interpreted differently by the Town and for the Union;
- To revise the health benefits program to further control costs for the Town and include a sixty (60) day waiting period for new hires;
- To incorporate language in the Workers' Compensation Article to address and control the timeframe in which the Town will supplement workers' compensation payments; and
- To negotiate a wage increase within reasonable limits and consistent with the public sector market.

Negotiation Results

Article 4, Seniority

4.2

Language has been incorporated to allow the Town to fill vacancies on a temporary basis from outside the bargaining unit.

4.4

Language has been incorporated so that any days lost from work beyond five (5) workdays will not count towards the contractual probationary period for a probationary employee.

4.9

New language has been added to clarify when seniority is lost.

Article 6, Wages and Benefits

6.1

The current Century Preferred Plan will be replaced with newly negotiated Century Preferred \$25 Co-pay, a Medical plan which includes a managed RX benefit.

Beginning fiscal year 2014 employees will have the choice of enrolling into a High Deductible Health Plan (HDHP). The deductible will increase from the current amounts of \$1,250 for single and \$2,500 for two-person and family to \$1,500 for single and \$3,000 for two-person and family.

6.1a

The employee premium share has been increased for both medical plans offered by the Town.

6.2

Effective as soon as practicable after ratification and approval of the Agreement life insurance will be provided to all employees after three (3) months of service in the amount of \$70,000.

Article 9 Leave Provisions

9.2 Employees hired after July 1, 2012 will no longer receive payment upon retirement for accrued but unused accumulated sick leave.

9.5 & 9.6

Workers' Compensation language was revised to further clarify when separation from the Town may occur.

Article 16, Effective Date

16.1

This Agreement shall remain in full force and effect for a period from execution through June 30, 2016.

Wages

Wages for existing positions will be increased by 0%, 2.75%, 2.75% and 2.8% effective July 1 of each of the four years of this agreement (2012, 2013, 2014, and 2015).

Employees must be on the payroll at the time of the execution of this Agreement to receive any retroactive wage payment.

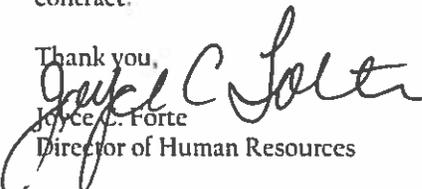
Comments

I must comment that the negotiating team consisting of Attorney William Ryan and Jim Finch, Finance Director, along with the Union worked diligently to put together an agreement that achieved the goals of maintaining a health benefits program that controls costs for the Town and provides for a reasonable wage schedule compared to similar situated communities.

Recommendation

I believe this is an equitable and constructive agreement and I ask for your support in approving this contract.

Thank you,


Joyce E. Forte
Director of Human Resources

c: Members, Representative Town Meeting
Jamie Cosgrove, First Selectman
James Finch, Finance Director
Attorney William Ryan

Enc

CORRECTED
REPRESENTATIVE TOWN MEETING
MEETING MINUTES
FEBRUARY 12, 2014

MODERATOR
Dennis Flanigan

CLERK
Adam Hansen



MAJORITY LEADER
Ray Ingraham

MINORITY LEADER
Chris Sullivan

DISTRICT 1
Vincent Baglio
Margaret Bruno
Clare Torelli
Frank Twohill
George Wells
Jennifer Zambrano

DISTRICT 2
Joshua Brooks
Peter Hentschel
James Walker

DISTRICT 3
Ali Abulugma
Peter Black
Douglas Hanlon

DISTRICT 4
Maryann Amore
Adam Hansen
Jason Driscoll
Robert Imperato
Cynthia Nargi
James Stepanek

DISTRICT 5
Donald Conklin
Dennis Flanigan
Maryanne Hall
Raymond Ingraham
John Leonard

DISTRICT 6
Anthony Alfone
Edward Prete
Marc Riccio
Chris Sullivan

DISTRICT 7
Paula Gladdys
Richard Greenalch
Robin Sandler

The Meeting was called to order by Moderator Flanigan at 8:00 p.m. The Moderator led the Body in the Pledge of Allegiance. The Meeting was held at Branford Fire Headquarters, 45 North Main St

1. Roll Call

Members Present: Rep. Abulugma, Rep. Alfone, Rep. Amore, Rep. Baglio, Rep. Black, Rep. Brooks, Rep. Bruno, Rep. Conklin, Rep. Driscoll, Rep. Flanigan, Rep. Gladdys, Rep. Greenalch, Rep. Hall, Rep. Hanlon, Rep. Hansen, Rep. Hentschel, Rep. Imperato, Rep. Ingraham, Rep. Leonard, Rep. Nargi, Rep. Prete, Rep. Riccio, Rep. Sandler, Rep. Stepanek, Rep. Sullivan, Rep. Torelli, Rep. Twohill, Rep. Walker, Rep. Wells, Zambrano.

Members Absent: Rep. Prete

Ex Officio's Present: 1st Selectman: Cosgrove, 3rd Selectman: Storm, Town Clerk: Arpin
(See Attachment)

Moment of Silence observed for the passing of Representative David Baker.

2. Approval of the minutes of the previous Meeting.

Motion by Rep. Imperato, 2nd by Rep. Greenalch to approve the minutes of the previous meeting. Motion passed unanimously. Minutes approved without exception.

3. Reception of communications, reports of committees, and citizen petitions.

The Moderator read a letter from Joe Kobylanski asking: To consider and , if appropriate, consider an ordinance declaring running bamboo a nuisance with a 40 foot set-back on existing bamboo, creating a bamboo-free buffer zone to stop its spread and damage. The Moderator sent the item to Rules and Ordinances. (See Attachment)

The Moderator read a letter from Jacey Wyatt asking: that all of the representatives of the RTM consider and support the adoption of a New Ordinance to create a Standing Building Commission. The Moderator sent the letter to Rules and Ordinances. (See Attachment)

The Moderator read a letter from Town Engineer: Janice Plaziak asking: To consider and, if appropriate accept the section of relocated Indian Neck Avenue as a Town road as required under 73-3 of the Branford Code. The Moderator sent the item to Administrative Services. (See Attachment)

The Moderator read three letters from Jacey Wyatt, Frank Carrano, and a joint letter from Rep. Sullivan and Ray Ingraham asking: To consider and, if appropriate adopt a New Ordinance creating a Branford Arts and Culture Commission. The Moderator sent the item and letters to Rules and Ordinances. (See Attachment's)

4. To consider and, if appropriate, consider the reinstating of the Citizens Petitions Process as it was originally adopted on June 9th, 2010. (Repealed) Town Meeting Rule A236-1.11.4.

Motion by Rep. Sullivan to take no action on reinstating the Citizens Petitions Process, Motion by Rep. Greenalch, 2nd by Rep. Nargi to amend the committee report for the full RTM to reinstate the Citizens Petitions Process as it was previously instated on June 9th 2010. Motion passed to amend the main motion. A roll call vote on the main motion was requested by Rep. Twohill. The Moderator restated the question: To reinstate the Citizens Petitions Process as it was originally adopted on June 9th, 2010. (Repealed) Town Meeting Rule A236-1.11.4. Roll call vote was called. Roll call vote recorded 17 Yes's and 11 No's. Motion passed. (See attachment)

5. To consider and, if appropriate, adopt a New Ordinance creating a Standing Building Commission.

Motion by Rep. Greenalch to re refer the item, motion passed unanimously.

6. To consider, and if appropriate, consider a change from the Branford Green Committee to change their status from a Committee to a Commission.

Motion by Rep. Greenalch to re refer the item, motion passed unanimously

7. To consider and, if appropriate, approve a request from the Human Resources Director for the following transfer:

From: 10149040 588802	Contingency	(\$24,495)
To: 10142060 599104	Longevity-Animal Shelter	250
10141020 519020	Longevity-Executive	250
10145010 519029	Longevity-Recreation	250
10141040 519020	Longevity-Fiscal Services	500
10143050 519020	Longevity-Engineering	250
10141160 519020	Longevity-Inland Wetlands	250
10145010 517000	Regular Wages & Salaries-Recreation	6,197
10141170 517000	Regular Wages & Salaries-GGB	3,031
10141200 517000	Regular Wages & Salaries-HR	9,293
10141200 519030	Accumulated Sick Pay	4,224

TOTAL \$24,495

Motion by Rep. Alfone (Chair of Admin. Services) and Motion by Rep. Black (Chair of Ways and Means) to recommend to approve the transfer. Motion passed unanimously.

8. To consider and, if appropriate, approve a request from the Planning & Zoning Commission for the following transfer:

From: 10141130 555400	Advertising, Printing	(\$1,100)
10141130 566100	Office Supplies	(450)
10141130 588090	Travel	(400)
	Total	(\$1,950)

To: 10141130 588200 Memberships & Conferences (1,950)

Motion by Rep. Greenalch to approve the transfer. Motion passed unanimously.

9. To consider and, if appropriate, approve a request from the Public Works Director for the following transfer:

From: 10143010 517000	Regular Wages & Salaries	(\$30,000)
To: 10143010 518250	Seasonal & Part-Time	30,000
From: 545000	Road Materials	(\$4,000)
To: 544420	Rental	4,000
From: 545000	Road Materials	(\$800)
To: 579300	Furniture & Fixtures	800

Motion by Rep. Imperato to approve the transfers. Motion passed unanimously.

10. To consider and, if appropriate, approve a request from the Board of Police Commissioners for the following transfers:

From: 1014201 517000	Salary	(\$11,000)
To: 1014201 517100	Part-Time Clerical	11,000
From: 1014201 517000	Salary	(\$6,500)
To: 1014201 518250	Part-Time Seasonal	6,500
From: 7004201 579250	Mobil Data	(\$10,000)
To: 1014201 579150	Technology Acquisitions	10,000

Motion by Rep. Imperato to approve the transfers. Motion passed unanimously.

11. To consider and, if appropriate, approve a request from the First Selectman for the following transfer:

From: 10141070	Tax Refunds	(\$12,500)
To: 10141020	Consulting Services	12,500

Motion by Rep. Alfone to approve the transfer. Motion passed unanimously.

12. To consider and, if appropriate, approve a Agreement By and Between the Town of Branford and the United Public Services Employees Union Local #405 to June 30, 2016 (Town Hall Employees).

Motion by Rep. Alfone to approve the agreement. Roll call vote was called. Roll call vote recorded 20 Yes's and 7 No's. Motion passed. Note: Rep. Brooks was not present at the time of the roll call vote. (5see Attachment)

13. Other Business

No new business to come before the RTM.

14. Adjourn

Motion by Rep. Sullivan, 2nd by Rep. Amore to adjourn. Motion passed unanimously. The meeting was adjourned at 09:16 p.m.

Dated this 16th day of February 2014
 Respectfully Submitted,
 Adam J. Hansen
 Clerk-Branford RTM

THE TOWN OF BRANFORD, CONNECTICUT

-and-

**UNITED PUBLIC SERVICES EMPLOYEES UNION,
LOCAL #405**

TOWN HALL

Expires June 30, 2016

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TOWN OF BRANFORD

-and-

**UNITED PUBLIC SERVICES EMPLOYEES UNION,
LOCAL #405**

This Agreement entered into by and between the Town of Branford, hereinafter referred to as the "Town", and Local 405 of United Public Services Employees Union, hereinafter referred to as the "Union".

PREAMBLE

The welfare of the Town of Branford and its employees is dependent upon the quality of service the Town renders the public. Improvements in this service, as well as productivity and efficiency, are promoted by willing cooperation between the Town management and the organization of its employees. An obligation rests upon the management, upon the Union and upon each employee to render honest, efficient and productive service. The spirit of cooperation between the management and the Union, and the employees represented thereby, being essential to efficient operation, all parties will so conduct themselves to promote this spirit.

Whenever the masculine or feminine gender is used in this Agreement, it shall be construed to refer equally to either sex.

ARTICLE I
MANAGEMENT RIGHTS

Except as otherwise modified or restricted by an express provision of this Agreement, the Town of Branford reserves and retains solely and exclusively, whether exercised or not, all the lawful and customary rights, powers and prerogatives of management. Such rights include, but shall not be limited, to establishing standards of productivity and performance of its employees; determining the objectives of the Town of Branford and the methods and means necessary to fulfill those objectives, including the creation or the discontinuation of services, departments or programs in whole or in part, the determination of the content of job classifications; the content of job classifications for newly created positions; the determination of the qualification of employees; the appointment, promotion, assignment, direction and transfer of personnel; the suspension, demotion, discharge or any other appropriate disciplinary action against its employees; the relief from duty of its employees because of lack of work; the establishment, modification or discontinuation of reasonable work rules; and the taking of all necessary actions to carry out its objectives in emergencies.

ARTICLE II
RECOGNITION

- 2.0 All administrative and engineering employees of the Town Hall bargaining unit who work twenty (20) hours or more per week, excluding supervisory and seasonal employees.
- 2.1 Each employee shall as a condition of employment, at the end of the thirty (30) days of employment, either become and remain a member of the Union in good standing or pay the Union an agency fee. The agency fee shall be established by the Union in accordance with law.
- 2.2 Employees who fail to comply with this requirement shall be discharged by the employer within thirty (30) days after receipt of written notice to the Employer from the union.
- 2.3 The Union shall indemnify, defend and hold the Town harmless for any and all claims arising out of this Article.

ARTICLE III
DUES CHECK OFF

- 3.0 The Town agrees to deduct from the paycheck of each employee who has signed an authorized payroll deduction card, a sum certified by the Secretary or other authorized official of the Union, which are Union dues. Deductions will be made from the payroll period periodically as specified, and total dues shall be forwarded by the Town to the office of the Union. Deductions shall be made the last week of each month, except where the employee is not on the payroll for that week. The Town shall not be liable for any member's dues if he is not on the payroll during that specific deduction week. These deductions shall be for the length of the Agreement.
- 3.1 The Union agrees to save the Town harmless from any damages incurred by reason of the carrying out of the deduction provisions of this Article, including the claim of an assignment of wages to the Union for membership dues. Notwithstanding the provisions of this Article, the Town reserves the right to protect the confidentiality of its records and the disclosure of these records shall be limited to matters directly related to any dispute that the Union is required to defend under this provision.

ARTICLE IV
SENIORITY

- 4.0 The seniority date for current bargaining unit employees is as it appears on the seniority list appended to this contract.

The Town will notify UPSEU when a bargaining unit employee begins working for the Town; notification to UPSEU will be made within twenty (20) calendar days of the new employee's hire date.

- 4.1 Seniority is hereby defined as an employee's length of continuous service in the Town Hall bargaining unit, measured from his or her most recent date of entry into the bargaining unit.
- 4.2 When a new job is created or a vacancy occurs, as determined by the Town, a notice concerning the job shall be posted by the Human Resources Department for a period of seven (7) working days. After this time, no further request will be accepted for such vacancy, and no grievance alleging that seniority has been violated shall be considered if an employee has not entered his/her written bid within the specified time. While the vacancy is unfilled, the Town may exercise its own discretion in the temporary filling of the vacancy by either bargaining unit members or non-bargaining unit members. The Town may fill a vacancy from outside the bargaining unit if no qualified applicant, as defined in Section 4.3, applies for the position. Further, even if a qualified applicant applies after the seven (7) day posting period, the Town, in its sole discretion, can fill the vacancy from outside the bargaining unit.
- 4.3 The principle of seniority shall govern in cases of transfer or promotion within the bargaining unit so long as the senior employee is qualified (by skill, ability, past documented work performance, education and/or certification, and physical fitness to perform the job) for the transfer or promotion. Determination of "qualified" shall be made by the appropriate authority under the circumstances (department head, supervisor, Human Resources Director or First Selectman). A determination of "not qualified" shall not be made on arbitrary, capricious or discriminatory grounds.

If the Town determines, in its sole discretion, that a promoted employee's work performance is unsatisfactory within the first ninety (90) calendar days in the new position, such employee shall be removed from the new position and may bump back into his/her prior position.

- 4.4 All new employees shall, for the first ninety (90) calendar days of their employment, be considered probationary employees. Days lost from work for any reason beyond five (5) workdays during the ninety (90) calendar day probationary period shall not be counted as employment for purposes of computing the ninety (90) calendar day probationary period. The probationary period may be extended for a period of sixty (60) calendar days in the sole discretion of the Town. Days lost from work for any reason beyond five (5) workdays during a sixty (60) calendar day extension shall not be counted as employment for purposes of computing the extension period. If retained after completion of the probationary period, these employees shall be placed upon the seniority list with seniority as of the first day of the probationary period. All such employees may be dismissed during the probationary period.
- (a) With respect to all other matters, other than dismissal, as addressed in Article IV, Section 4.4, probationary employees are covered by the terms of this agreement and shall have access to the grievance procedure for the enforcement of their rights.

4.5 In the event of a layoff, the affected employee shall be given at least two (2) weeks notice in writing and the order of layoffs shall be as follows:

- a) Seasonal/Temporary help
- b) Probationary Employees (by seniority); and
- c) Full-time Employees (by seniority).

If the Town of Branford determines that a layoff is required among full-time employees, said layoff will be in the department/position, as determined by the Town of Branford. The laid off individual may bump a less senior employee in a position in which (s)he is qualified to perform, as determined by the appropriate authority (department head, Human Resource Director, supervisor or First Selectman) in the department where the individual will be assigned. A determination of "not qualified" shall not be made on arbitrary, capricious, or discriminatory grounds. An employee who "bumps" into a position pursuant to this section shall accept the current level of wages and benefits for that position.

Laid-off employees shall be subject to recall in inverse order of layoff for twelve (12) months from the date of layoff. A qualified laid off employee, as determined by the appropriate authority (department head, Human Resource Director, supervisor or first selectman), shall be accorded an opportunity for re-employment prior to new employees being hired, provided such laid off employee responded to a call to report for work not more than seven (7) calendar days after receipt of notice sent to her/him by registered mail to her/his last known post office address. If such laid off employee fails to report for work within fifteen (15) calendar days of receipt of notice sent to him/her by registered mail to her/his last known post office address, (s)he shall lose all rights of seniority, unless the Town, in its discretion, extends in writing the time in which (s)he can report for work.

4.6 Positions may be temporarily filled at once by other available qualified employees in the department or non-bargaining unit employees, as determined by the appropriate authority (department head, supervisor or first selectman), pending the return of laid off employees having seniority who have been notified to report for work as herein above provided.

4.7 The Town shall prepare and maintain, subject to examination and correction by UPSEU Representatives, a seniority list (unit wide) to record the status of each employee in the bargaining unit. UPSEU shall be provided with a copy of the seniority list and shall be notified of all changes. Each employee shall have the right to protest any error in his seniority status.

4.8 Seniority rights of a laid off employee will continue to accumulate while (s)he is laid off.

4.9 An employee's seniority shall be lost when (s)he:

- (1) terminates voluntarily;
- (2) is discharged for cause;
- (3) fails to report to work in accordance with Section 4.5;
- (4) fails to report to work upon the termination of a FMLA leave or any other authorized leave of absence;
- (5) takes employment elsewhere during a contractual leave of absence without the express consent of the Town;
- (6) is absent from work for three (3) consecutive days without proper notification of absence to the Town or a reason acceptable to the Town for failing to notify the Town for three (3) consecutive days;
- (7) if the employee is absent as a result of illness, accident or injury on the job for a period equal up to but not exceeding twelve (12) months over a rolling two (2) year period; or
- (8) is laid off in excess of recall rights as set forth in Section 4.5.

An employee whose seniority is lost for any of the reasons outlined in this paragraph and is rehired, shall be considered a new employee if (s)he is again employed by the Town. The failure of the Town to rehire such employee shall not be subject to the grievance provisions of this Agreement.

ARTICLE V
HOURS OF WORK

5.0 Hours of work and length of lunch breaks for employees in the bargaining unit are set forth in Appendix 1.

The Town may modify the reporting time of one (1) employee of the office staff for a temporary period not to exceed eight (8) calendar weeks upon reasonable notice to the Union of five (5) full working days.

Lunch breaks shall be determined by the employee's department head.

5.1 Any hours an employee is required to work beyond forty (40) hours in a workweek shall be compensated at one and one-half (1 1/2) times his/her regular rate of pay.

- (a) Any hours worked on Saturday shall be compensated at one and one-half (1 1/2) times the regular rate of pay, with a minimum of three (3) hours provided that the employee has worked at least his/her regularly scheduled work week of thirty-five (35) hours, thirty-seven and one-half (37 1/2) hours or forty (40) hours during the preceding regular work week.
- (b) Any hours worked on Sunday shall be compensated at one and one-half (1 1/2) times the regular rate of pay, with a minimum of three (3) hours provided that the employee has worked at least his/her regularly scheduled work week of thirty-five (35) hours, thirty-seven and one-half (37 1/2) hours or forty (40) hours during the preceding regular work week.

- (c) Any hours worked on a Holiday shall be compensated at one and one-half (1 1/2) times the regular rate of pay plus the regular Holiday pay with a minimum of three (3) hours provided that the employee has worked at least his/her regularly scheduled work week of thirty-five (35) hours, thirty-seven and one-half (37 1/2) hours or forty (40) hours during the preceding regular work week.
- 5.2 Any employee called back to work after completing his/her regularly scheduled work day of seven (7) hours, seven and one-half (7 1/2) hours or eight (8) hours shall be granted a minimum of three (3) hours work at one and one-half (1 1/2) times the regular hourly rate. Time and one-half (1 1/2) shall be paid for all hours worked when an employee is called back to work.
- 5.3 An assignment of overtime work, other than emergencies shall be made at least four (4) hours in advance by the employee's supervisor.
- 5.4 All overtime work shall be distributed equally among qualified employees in each Department as far as practicable.

ARTICLE VI
WAGES AND BENEFITS

- 6.0 Wages shall be subject to this Agreement and shall be paid according to the wage scale set forth in Appendix II which is attached hereto and made a part of this Agreement. New hires will receive ninety percent (90%) of the job rate for the first six (6) months of continuous employment. From six (6) months to one (1) year of continuous employment, employees will receive ninety-five percent (95%) of the job rate. After one (1) year of continuous employment, employees will receive one hundred percent (100%) of the job rate. However, it is understood that employees who receive a promotion will not receive a lower job rate than they were paid prior to being promoted.

Employees promoted to a higher paying job will receive ninety percent (90%) of the job rate for the first six (6) months of continuous employment. From six (6) months to one (1) year of continuous employment, employees will receive ninety-five percent (95%) of the job rate. However, it is understood that an employee promoted to a higher paying job will not receive a lower job rate than they were earning at the time of the promotion.

Employees who receive an upgrade will receive ninety percent (90%) of the job rate retroactive to 7/1/2013. On July 1, 2014, employees shall receive ninety-five percent (95%) of the job rate. On July 1, 2015, employees shall receive one hundred percent (100%) of the job rate.

Wage rates shall be increased in accordance with the following schedule:

Fiscal Year 2012-2013 – 0%

Fiscal Year 2013-2014 – 2.75%; retroactive to July 1, 2013 for employees on the payroll as of the signing of this Agreement.

Fiscal Year 2014-2015 – 2.75%

Fiscal Year 2015-2016 – 2.8%

- 6.1 After sixty (60) calendar days of employment, the Town shall make available to its full-time employees and their dependents Medical and Prescription Drug coverage and Dental coverage (hereinafter referred to as health insurance plan(s)). The medical coverage shall include: Preventive Care, Medical Office Visits, Allergy Service, Diagnostic Lab and X-ray, Rehabilitative Therapy, Hospitalization, Surgery, Emergency and Urgent Care, Home Health Care, Ambulance, Durable Medical Equipment, Skilled Nursing, Prosthetics, Generic and Brand drugs. The dental component of the health plan has a deductible of \$25/\$75 which is applied to all three categories, Diagnostic and Preventive Services, Basic Services and Major Services. Diagnostic and Preventive Services, as well as Basic Services will be covered at 80%. Major Services are covered at 50%. There is a \$1,000 per member maximum per year.

All eligible employees and dependents will have the choice of enrolling in the following medical options: Century Preferred \$25 Co-Pay Plan, or a \$1,500/ \$3,000 deductible HSA plan on July 1, 2013. Employees may remain enrolled in the current \$1,250/\$2,500 plan until June 30, 2013 if the \$1,500/\$3,000 deductible HSA plan cannot be implemented by July 1, 2013 in which case the Town's contribution to the \$1,250/\$2,500 HSA plan would remain the same. Once employees can enroll in the \$1,500/\$3,000 HSA plan, the Town will contribute each plan year \$625 to an employee's account with single coverage and \$1,750 to an employee's account with single plus one or family coverage. Employees must be enrolled in the HSA plan for the entire plan year.

All eligible employees and dependents will have the choice of enrolling in one of the following medical options: Century Preferred \$25 Co-Pay Plan that will replace the current Century Preferred \$20 Co-Pay Plan as soon as practicable after the signing of this Agreement but no later than July 1, 2014 or continue in the current HSA \$1,250/\$2,500 plan in which the Town contributes each plan year \$500 to an employee's account with single coverage and \$1,500 to an employee's account with single plus one or family coverage.

Effective July 1, 2014, a \$1,500/\$3,000 deductible HSA plan will be implemented and will replace the HSA \$1,250 /\$2,500 plan. The Town will then contribute each plan year \$625 to an employee's account with single coverage and \$1,750 to an employee's account with single plus one or family coverage.

Employees must be enrolled in the HSA plan for the entire plan year.

The Town of Branford may provide medical and prescription drug benefits, as described above, through alternative carriers or through self-insurance, as long as benefits are provided on a reasonably equivalent basis. All references to specific vendors will be made generic. Employees will be notified of any change in carrier or plan administration thirty (30) days prior to said change or as soon as practicable.

6.1a. All members of the bargaining unit shall contribute, by authorized payroll deduction, to the premium cost of the health insurance plans, according to the following schedule. Such contributions will be deducted weekly by the Town on a pre-tax basis.

1) Upon ratification and approval of this Agreement, employees shall contribute the following amounts towards the premium cost of the health insurance plans provided by the Town, by weekly payroll deduction.

Century Preferred \$25 Co-Pay Plan	14%
HSA	8%

2) Effective July 1, 2014, employees shall contribute the following amounts towards the premium cost of the health insurance plans provided by the Town, by weekly payroll deduction:

Century Preferred \$25 Co-Pay Plan	15%
HSA	9%

3) Effective July 1, 2015, employees shall contribute the following amounts towards the premium cost of the health insurance plans provided by the Town, by weekly payroll deduction:

Century Preferred \$25 Co-Pay Plan	16%
HSA	10%

6.1b Employees may elect to waive, in writing, the health insurance coverage provided above and in lieu thereof may receive an annual payment from the Town of \$1,000 for waiving coverage for each fiscal year during which the employee continues to elect not to participate in such coverage. Such payment will be issued in equal payments of \$500 in December and June of each fiscal year, and will be subject to normal employment tax withholding and deductions. To receive such payment, an eligible employee must complete and submit a form provided by the Town no later than June 1 of each fiscal year indicating his/her intent not to participate in the Town-provided insurance coverage. Further, such employees must present evidence to the Town that they are covered under another insurance program.

Employees may elect to resume health insurance coverage due to the occurrence of one of the following conditions for which documentation and a request for reinstatement must be submitted to the Human Resource Director in writing:

1. Involuntary termination of the alternative health benefit plan coverage;
2. Ineligibility of the employee and/or dependent(s) under the alternative plan;
3. The employee acquires a new dependent through marriage, birth or adoption and the new dependent is not covered by the alternative plan;

4. Coverage under the alternative plan is substantially reduced or the cost of the plan to the employee substantially increases.

Upon receipt of such request and documentation, insurance coverage provided by the Town shall be reinstated as soon as possible, including waiting periods, which may be prescribed by the applicable plan. Employees who are reinstated to insurance coverage provided by the Town shall reimburse, the Town, by payroll deduction the prorata share of any waiver payment made.

- 6.2 As soon as practicable after ratification and approval of this Agreement, life insurance will be provided to all employees after three (3) months of service in the amount of \$70,000.
- 6.3 The Town and the Union agree to accept the provisions of the Connecticut Municipal Employees Retirement Fund B ("MERF B"). Contributions made by employees to MERF B will be made on a pre-tax basis.
- 6.4 Retired employees shall be able to purchase the medical insurance which an active employee receives including prescription drugs, in force for the retiree and his/her spouse immediately prior to retirement. The retired employee shall be able to purchase said insurance at the group or COBRA rate, which will be used if the Town self-insures said coverage.

ARTICLE VII **HOLIDAYS**

- 7.0 Employees shall be paid for and have the following days off as Holidays:

*1/2 day before New Year's Day	Labor Day
Washington's Birthday	Veterans Day
New Year's Day	Memorial Day
Good Friday	Thanksgiving Day
Columbus Day	Day after Thanksgiving
Fourth of July	*1/2 Day before Christmas
Martin Luther King Day	Christmas Day

(plus any additional holiday declared by the Town government, as a day off)

*Any person required to work beyond the fifth (5th) work hour shall be paid at the rate of one and one-half (1 1/2) their regular straight time hourly rate for all hours beyond four (4) on said day.

Employees must work the day before and the day after a holiday to receive holiday pay unless they submit a doctor's note or be on another paid leave of absence.

- 7.1 If a Holiday falls on a Sunday, the following Monday shall be considered the Holiday. If a Holiday falls on a Saturday, the Holiday shall be observed the preceding Friday.
- 7.2 If an emergency makes it necessary to work on a Holiday, the employee shall be paid one and one-half (1-1/2) times his regular rate of pay plus his regular Holiday pay with a minimum of three (3) hours provided the employee has worked the regularly scheduled hours of work on regular work days.

ARTICLE VIII VACATIONS

- 8.0 Employees hired prior to July 1, 1999, who have completed one (1) year of regular continuous service on an anniversary date of hire shall be entitled to a vacation of two (2) weeks annually plus two (2) days for a total of twelve (12) work days. Employees hired after July 1, 1999 will be entitled to ten (10) work days after one (1) year of regular continuous service on their anniversary date of hire.

Employees hired prior to July 1, 1999, who have completed five (5) years of regular continuous service on their anniversary date of hire shall be entitled to a vacation of three (3) weeks annually plus two (2) days for a total of seventeen (17) work days. Employees hired after July 1, 1999 will be entitled to fifteen (15) work days after they have completed five (5) years of regular continuous service on their anniversary date of hire.

This third week may not be taken on a single day basis unless permitted by the Selectman's Office or the Director of Human Resources.

Employees hired prior to July 1, 1999, who have completed fifteen (15) years of regular continuous service on their anniversary date of hire shall be entitled to a vacation of four (4) weeks annually plus (1) day for a total of twenty-one (21) days. Employees hired after July 1, 1999 will be entitled to twenty (20) work days after they have completed fifteen (15) years of regular continuous service on their anniversary date of hire.

Employees who have completed twenty (20) years of regular continuous service on their anniversary date of hire shall be entitled to a vacation of five (5) weeks for a total of twenty-five (25) days.

The employee may not take more than two consecutive weeks of vacation at one time, unless authorized by the First Selectman or the Director of Human Resources.

- 8.1 Employees must take all earned vacation leave during the twelve (12) month period following the anniversary date of hire on which it is earned.

(a) Employees who are separated or terminated from the Town and who have accrued vacation to their credit at the time of separation/termination shall be paid the salary equivalent to the accrued vacation leave prorated.

- 8.2 Employees shall not be called back to work while on vacation except for emergency work. If an employee is called back to work, (s)he shall receive the regular vacation pay plus time and one-half (1 ½) for the hours worked.

- 8.3 Requests for vacation time between July 1st and June 30th shall be submitted during the vacation sign-up period on or about May 1st of the prior fiscal year. During the sign-up period, which will be a minimum of fifteen (15) work days, one (1) block of consecutive days off may be granted based upon seniority preference. The Department Head or his/her designee will make every effort to inform employees, in writing, within ten (10) workdays of the close of the sign-up period as to whether their vacation request has been granted or denied based upon the operational needs of the Town.

After the sign-up period, vacation requests will be granted on a first-come first-served basis. Requests must be submitted at least two (2) weeks prior to the vacation time requested; however, the Department Head or his/her designee may, in his/her sole discretion, grant a request for vacation if submitted within two (2) weeks of the requested day(s) off. The Department Head or his/her designee will make every effort to inform employees, in writing, within two (2) workdays as to whether their vacation request has been granted or denied based upon the operational needs of the Town.

Upon ratification and approval of this Agreement, a vacation sign-up sheet will be posted in October 2008 for the period of January 1, 2009 through June 30, 2009; however, vacation approved prior to the ratification and approval of this Agreement for fiscal year 2008-2009, will not be denied as a result of the October 2008 sign-up. Thereafter, the sign-up sheet shall be posted in May, as set forth above, for the following fiscal year.

- 8.4 Vacation pay shall be paid in advance if employee requests same from the Human Resources Director or his/her designee and payment can be made in the same fiscal year that the vacation at issue is taken. Such request to be made at least two (2) weeks prior to start of vacation.

ARTICLE IX **LEAVE PROVISIONS**

- 9.0 Employees hired prior to July 1, 1996 shall receive one and one-quarter (1 1/4) days per month for a total of fifteen (15) days sick leave annually which may be accumulative to a total of one hundred and twenty (120) days. Employees hired after July 1, 1996 shall receive one (1) day per month for a total of twelve (12) days sick leave annually which may be accumulative to a total of seventy-five (75) days.

If an employee has used three (3) sick days in a thirty (30) day period, the Town may request, in its discretion, a doctor's note from the employee supporting his/her next absence from work. The Town will reimburse the employee for any out of pocket insurance costs.

Upon the request of an employee, the Town will provide employees with two (2) personal days annually in return for a reduction of two (2) sick days annually from the number of sick days set forth above.

- 9.1 Four (4) days special leave with pay shall be granted for death in the immediate family. If the burial is out of state, the employee shall receive one (1) additional day. Immediate family shall mean wife, husband, sister, mother, brother, father, children, mother-in law,

father-in-law, step-parent, grandparent or step-child. Employees shall be allowed to take no more than two (2) sick days for the death of an aunt or uncle. Extended leave may be granted for special cases with the approval of the First Selectman or his designee.

- 9.2 An employee, upon retirement, shall receive on the basis of his current wages, one hundred percent (100%) compensation for any of his unused accumulated sick leave up to a maximum of seventy (70) days as severance pay in a lump sum within one (1) month; provided, however, that no such payment shall be made to employees who resign their employment with the Town. Employees hired after July 1, 1996, upon retirement, shall receive on the basis of his current wages, one hundred percent (100%) compensation for any of his unused accumulated sick leave up to a maximum of forty (40) days as severance pay in a lump sum within one (1) month; provided, however, that no such payment shall be made to employees who resign their employment with the Town. Employees hired after July 1, 1999, upon retirement, shall receive on the basis of his current wages, one hundred percent (100%) compensation for any of his unused accumulated sick leave up to a maximum of ten (10) days as severance pay in a lump sum within one (1) month; provided, however, that no such payment shall be made to employees who resign their employment with the Town. Employees hired after ratification and approval of this Agreement which expires on June 30, 2016, shall not receive payment upon retirement for accrued but unused accumulated sick leave.
- 9.3 Time off without loss of pay to act as pallbearer shall be granted upon request from the Union officers and the Department Head with approval of the First Selectman.
- 9.4 Leave for family or medical reasons shall be afforded in compliance with applicable federal law. Failure to return to work after a FMLA leave shall terminate an employee's seniority rights.
- 9.5 Workers' Compensation shall be supplemented by the difference in the employee's regular pay for no longer than a period of twelve (12) months over a rolling two (2) year period. In cases where the employee does have a third-party claim, he shall advise the Town Counsel or have his attorney advise the Town Counsel of the status of this third-party claim.
- 9.6 Any employee who is absent from work for a period of twelve (12) months over a rolling two (2) year period, for any reason, including but not limited to an absence covered by the Workers' Compensation Act, will be required to submit a note from his/her treating physician stating that (s)he will be able to return to work, without restrictions, within thirty (30) calendar days. If the employee's treating physician states that (s)he will be able to return to work, without restrictions, within thirty (30) calendar days and the Town's doctor concurs with the employee's treating physician, the employee's job will remain open. If, however, the Town's doctor does not concur with the employee's treating physician, the employee's treating physician and the Town's physician will agree upon a physician who will examine the employee to determine if (s)he will be able to return to his/her position, without restrictions, within thirty (30) calendar days. If it is determined that the employee will not be able to return to his/her position within thirty (30) calendar days, his/her employment with the Town will be separated. Further, it is understood that if it is determined at any time during the employee's absence that (s)he, because his/her injury, will never be able to perform the essential functions of his/her position, his/her employment with the Town will be separated.

Nothing shall prohibit an employee whose employment with the Town is separated pursuant to this section from reapplying for a position with the Town in the future.

ARTICLE X

GRIEVANCE PROCEDURE

10.0 All disciplinary actions shall be applied in a fair manner and shall not be inconsistent with the infraction for which the disciplinary action is being applied. No employee shall be suspended or discharged until such action is first discussed by the First Selectman or his designee and the Union President.

(a) Disciplinary actions shall include:

1. A verbal warning;
2. A written warning;
3. Suspension without pay; and
4. Discharge.

(b) All disciplinary action must be for just cause and must be stated in writing with reason and a copy given to the employee and the Union President at the time of suspension or discharge.

(c) Oral warnings issued to an employee shall be cleared after a period of twelve (12) months as long as there are no other disciplinary actions taken during the twelve (12) month period following issuance of the oral warning. All other disciplinary action shall remain in an employee's personnel file.

10.1 The purpose of the grievance procedure is to provide an orderly method of adjusting grievances. Any employee, within the bargaining unit, having a problem concerning the interpretation or application of any provision of this agreement shall seek adjustment in accordance with the Step order listed below.

Step 1. The employee's immediate steward shall present to his/her department head or supervisor all facts available pertaining to the problem or incident, in writing, within seven (7) workdays following the time when the grievant became aware of the act, event or condition which constitutes the basis of the grievance. The department head or supervisor will respond to the grievance within seven (7) workdays of being presented with the grievance.

Step 2. If the employee and his/her representative still feel further review is necessary, the Union will request, in writing, a meeting with the Director of Human Resources within seven (7) workdays of the Step 1 response. The Director of Human Resources will respond to the grievance within seven (7) workdays after meeting with the Union.

Step 3. If the employee and his/her representative still feel further review is necessary, the Union will request, in writing, a meeting with the First Selectman within seven (7) workdays of the Step 2 response. The First Selectman shall, within ten (10) workdays, call a meeting of all the parties concerned and the Union's grievance committee and

discuss the problem fully. The First Selectman may render its decision in writing, either at the end of the meeting or within seven (7) workdays after the meeting to the representative of the Union.

Step 4. In the event the employee and/or his/her Representative feel that further review is justified, he/she shall file notice of appeal within ten (10) workdays to submit the matter to arbitration before the State Board of Mediation and Arbitration or, if the Union and the Town mutually agree, to the American Arbitration Association; the costs of the American Arbitration Association shall be borne equally by both parties. The Union shall also provide the Human Resource Director with a copy of the notice of appeal. The decision of the arbitrator(s) shall be final and binding upon both parties as provided by Connecticut law. The arbitrators shall not, under any circumstances, have the authority to modify, delete, abridge or suspend in any way the provisions of this Agreement.

Time extensions beyond those stipulated herein may be arrived at by mutual agreement of the parties concerned.

10.2 "Workdays" shall be those days that the Town Hall is open to the public.

ARTICLE XI SAFETY AND HEALTH

11.0 Both parties to this Agreement hold themselves responsible for mutual, cooperative Enforcement of safety rules and regulations.

11.1 Should an employee complain that his work requires him to be in unsafe or unhealthy situations, in violation of acceptable safety rules, the matter shall be considered immediately by Representatives of the Town and the Union. If the matter is not adjusted satisfactorily, the grievance may be processed according to the grievance procedure in this Agreement.

ARTICLE XII PRIOR PRACTICE

12.0 Any and all privileges enjoyed by the employees prior to the date of this Agreement will not be denied to them because of the signing of this Agreement, unless the parties through collective bargaining mutually agree to changes or have specifically waived any of these privileges.

ARTICLE XIII
UNION ACTIVITIES

- 13.0 Union officers, not to exceed one (1) shall be allowed to attend official Union conferences without loss of pay for a period not to exceed three (3) days annually. All other Union meetings or Union business is prohibited during working hours unless approved by the Department Head or his/her designee.
- 13.1 In the event Union officials and Town officials agree to meet on grievance matters, or contract negotiations during an employee's regular working hours, employees involved shall not suffer any loss of pay for the time involved.

ARTICLE XIV
SUBCONTRACTORS

- 14.0 The Town agrees that during the term of the Agreement no work usually performed by the employees in the unit will be contracted.

ARTICLE XV
TEMPORARY ASSIGNMENTS

- 15.0 The Town may assign bargaining unit employees or non-bargaining unit employees to temporary assignments within the bargaining unit not to exceed ninety (90) consecutive workdays.

ARTICLE XVI
EFFECTIVE DATE

- 16.0 The date of the signing of this Agreement by the authorized Representatives of the Union and the Town shall constitute the effective date of this Agreement.
- 16.1 The Town will provide each employee with a copy of this Agreement within thirty (30) days after the signing of this Agreement. New employees will be provided with a copy of this Agreement at the time of hire. UPSEU will be provided with six (6) signed copies of this Agreement within thirty (30) days after signing of this Agreement from the Town.

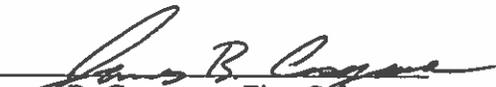
This Agreement shall be in full force and effect upon signing and shall remain in effect until June 30, 2016. Thereafter, this Agreement shall be considered automatically renewed for successive periods of one year, unless either party shall, on or before one hundred twenty (120) days prior to the termination of this Agreement, serve written notice on the other party of a desire to terminate, modify or amend this Agreement.

IN WITNESS WHEREOF, the parties hereto, have caused this Agreement to be executed by their duly authorized representatives this, 12th day of February, 2014.

UNITED PUBLIC SERVICE EMPLOYEES
UNION LOCAL #405

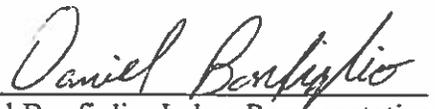
TOWN OF BRANFORD

BY: 
Kevin E. Boyle, UPSEU President

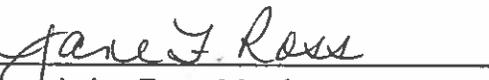
BY: 
James B. Cosgrove, First Selectman

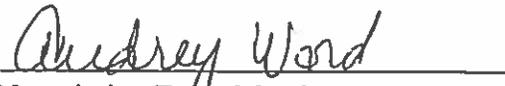
BY: 
Ronald E. Suraci, Regional Director

BY: 
Joyce Forte, H.R. Director

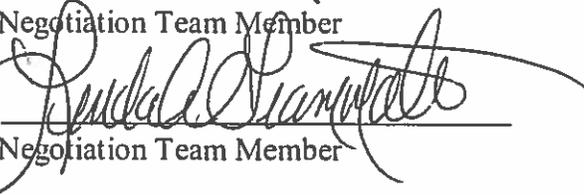
BY: 
Daniel Bonfiglio, Labor Representative

BY: 
Negotiation Team Member

BY: 
Negotiation Team Member

BY: 
Negotiation Team Member

BY: 
Negotiation Team Member

BY: 
Negotiation Team Member

BY: _____
Negotiation Team Member

APPENDIX II
WAGES
2012-2016
UPSEU TOWN HALL UNION
LOCAL #405

HOURS	2012-2013 HOURLY	2012-2013 ANNUAL	2013-2014 HOURLY 1,0275	2013-2014 ANNUAL	2014-2015 HOURLY 1,0275	2014-2015 ANNUAL	2015-2016 HOURLY	2015-2016 ANNUAL 1,028	
GROUP I									
	37.5	\$ 32.66	\$ 63,690	\$ 33.56	\$ 65,441	\$ 34.48	\$ 67,241	\$ 35.45	\$ 69,124
Assistant Engineer									
Assistant Tax Collector	35	\$ 26.49	\$ 48,220	\$ 27.22	\$ 49,546	\$ 27.97	\$ 50,909	\$ 28.75	\$ 52,334
Head Bookkeeper	35	\$ 26.49	\$ 48,220	\$ 27.22	\$ 49,546	\$ 27.97	\$ 50,909	\$ 28.75	\$ 52,334
Associate Assessor	35	\$ 26.49	\$ 48,220	\$ 27.22	\$ 49,546	\$ 27.97	\$ 50,909	\$ 28.75	\$ 52,334
Finance Associate/Accts Payable	35	\$ 26.49	\$ 48,220	\$ 27.22	\$ 49,546	\$ 27.97	\$ 50,909	\$ 28.75	\$ 52,334
Assistant Town Clerk (Land Records)	35	\$ 26.49	\$ 48,220	\$ 27.22	\$ 49,546	\$ 27.97	\$ 50,909	\$ 28.75	\$ 52,334
GROUP II									
Assistant Assessor	35	\$ 22.29	\$ 40,559	\$ 22.90	\$ 41,674	\$ 23.53	\$ 42,820	\$ 24.19	\$ 44,019
Assistant Town Clerk	35	\$ 22.29	\$ 40,559	\$ 22.90	\$ 41,674	\$ 23.53	\$ 42,820	\$ 24.19	\$ 44,019
Adm Asst Engineering/Building	35	\$ 22.29	\$ 40,559	\$ 22.90	\$ 41,674	\$ 23.53	\$ 42,820	\$ 24.19	\$ 44,019
Adm Asst P&Z	35	\$ 22.29	\$ 40,559	\$ 22.90	\$ 41,674	\$ 23.53	\$ 42,820	\$ 24.19	\$ 44,019
Administrative Assistant Fire	40	\$ 22.29	\$ 46,353	\$ 22.90	\$ 47,628	\$ 23.53	\$ 48,937	\$ 24.19	\$ 50,308
Administrative Assistant Police	35	\$ 22.29	\$ 40,559	\$ 22.90	\$ 41,674	\$ 23.53	\$ 42,820	\$ 24.19	\$ 44,019
Tax Associate (Sewer)	35	\$ 22.29	\$ 40,559	\$ 22.90	\$ 41,674	\$ 23.53	\$ 42,820	\$ 24.19	\$ 44,019
Purchasing/Tax Clerk	35	\$ 22.29	\$ 40,559	\$ 22.90	\$ 41,674	\$ 23.53	\$ 42,820	\$ 24.19	\$ 44,019
GROUP II PHASE IN									
Property Appraiser and Data Collector	35	\$ 19.31	\$ 35,151	\$ 20.61	\$ 37,507	\$ 22.35	\$ 40,679	\$ 24.19	\$ 44,019
Government Buildings Adm Asst (WTP)(GB)	40	\$ 19.31	\$ 40,173	\$ 20.61	\$ 42,865	\$ 22.35	\$ 46,491	\$ 24.19	\$ 50,308
Public Works Adm. Assistant	40	\$ 19.31	\$ 40,173	\$ 20.61	\$ 42,865	\$ 22.35	\$ 46,491	\$ 24.19	\$ 50,308
Inlands Wetlands /GIS*	40	\$ 19.31	\$ 35,151	\$ 20.61	\$ 42,865	\$ 22.35	\$ 46,491	\$ 24.19	\$ 50,308
GROUP III									
Assessor Technician	35	\$ 19.31	\$ 35,151	\$ 19.84	\$ 36,118	\$ 20.39	\$ 37,111	\$ 20.96	\$ 38,150
Police Records Assistant	35	\$ 19.31	\$ 35,151	\$ 19.84	\$ 36,118	\$ 20.39	\$ 37,111	\$ 20.96	\$ 38,150
Tax Collection Technician	35	\$ 19.31	\$ 35,151	\$ 19.84	\$ 36,118	\$ 20.39	\$ 37,111	\$ 20.96	\$ 38,150
Community Development Adm. Assistant	37.5	\$ 19.31	\$ 37,655	\$ 19.84	\$ 38,691	\$ 20.39	\$ 39,755	\$ 20.96	\$ 40,868
Solid Waste Administrative Assistant	40	\$ 19.31	\$ 40,173	\$ 19.85	\$ 41,278	\$ 20.39	\$ 42,413	\$ 20.96	\$ 43,600
*New Hire for this position salary will be adjusted according to Article VI 6.0									

Town of Braintree Town Hall

APPENDIX III

This is a brief summary of the benefits covered under the town's plan. It is not intended to be a complete list of benefits.

Option III: OP \$25; HI Cost Diagnostic \$75; ER \$100; OP \$150 \$500 IP; UC \$75

LUMENOS HEALTH SAVINGS ACCOUNT

COST SHARE PROVISIONS	In-Network Member pays:	Out-of-Network Member pays:	In-Network Member pays:	Out-of-Network Member pays:
Annual Deductible (individual/2-member family/3+ member family)	Not Applicable	\$400/\$800/\$1,000	\$1,500 / \$3,000	
Coinsurance				20%
Out of Pocket Plan Year Maximum (single/family)		\$2,400/\$4,800/\$7,200	\$1,500 / \$3,000	\$4,000/\$8,000
Coinsurance Maximum (individual/2-member family/3+ member family)				
Cost Share Maximum (deductible + Coinsurance share maximum)		\$2,800/\$3,600/\$8,200	Unlimited	Unlimited
Office Visit Copayment	\$25 per visit			
Hospital Copayment	\$500 per admission			
Urgent Care Copayment	\$75			
Emergency Room Copayment - waived if admitted	\$100	\$100		
Outpatient Surgery Copayment	\$150	Deductible & Coinsurance	No cost share	Deductible & Coinsurance
Lifetime Maximum	Unlimited	Unlimited	No cost share	Deductible & Coinsurance
PREVENTIVE CARE				
Well child care				
Well Child Care (including immunizations)	No Copayment			
<ul style="list-style-type: none"> 6 exams, birth to age 1 6 exams, ages 1 - 5 1 exam every 2 years, ages 6 - 10 1 exam every year, ages 11 - 21 				
Adult Exams:				
STANDARD IICR ADULT PREVENTIVE CARE	No Copayment			
AGE 22+ 1 EXAM PER YEAR				
Other Preventive Screenings:				
Well child care				
Adult Physical examinations				
Routine gynecological care: pap smear & pelvic exam				
Mammography, Prostate, colorectal, colonoscopy, lipid & diabetic				
Routine Hearing & Vision screening				
Immunizations and Vaccinations (other than those needed for travel)				
HOSPITAL SERVICES				
All Inpatient Admissions				
Specialty Hospital - (Rehab)				
100 days per member per Calendar Year - additional visits are available once maximum is met, subject to Out of Network cost shares				
Outpatient Surgery in a licensed ambulatory surgical center				
DIAGNOSTIC SERVICES				
Diagnostic lab and x-ray				
High Cost Diagnostic Tests (MRI, MRA, CAT, CTA, PET, and SPECT scans)				

THERAPY SERVICES					
Periodic, routine health examinations	No Copayment				
Routine eye exams (1 exam every 2 years)	\$25 per visit				
Routine OB/GYN visits (1 visit per Calendar Year)	No Copayment		Deductible & Coinsurance		
Mammography (1 exam every calendar year)	No Copayment				
Hearing screening	No Copayment				
MEDICAL CARE					
Office visits	\$25 per visit				
Outpatient mental health & substance abuse - prior authorization required after the 4 th visit	\$25 per visit				
OB/GYN care	\$25 per visit				
Maternity care – initial visit subject to copayment, no charge thereafter	\$25 per visit				
Diagnostic lab and x-ray	No Charge				
High-cost outpatient diagnostic – prior authorization required					
The following are subject to copay: MRI, MRA, CAT, CTA, PET, SPECT scans	\$75 per visit				
Allergy services	\$25 per visit				
Office visits/testing	\$25 per visit				
Injections—80 visits in 3 years	\$25 per visit				
HOSPITAL CARE – Prior authorization required					
Semi-private room (General/Medical/Surgical/Internity)	\$500 per admission				
OUTPATIENT REHABILITATION					
Outpatient Rehabilitation and restorative physical, occupational, speech and chiropractic therapy for up to 50 combined visits per Calendar Year. Additional visits are available once maximum is met, subject to Out of Network cost sharing.		Deductible		Deductible & Coinsurance	
Allergy Office Visit/Testing		Deductible		Deductible & Coinsurance	
Allergy Injections – Immunotherapy or other therapy treatments		Deductible		Deductible & Coinsurance	
MEDICAL EMERGENCY/URGENT CARE SERVICES					
Emergency Room Treatment		Deductible		Deductible & Coinsurance	
Emergency cost share waived if the Member is admitted directly to the Hospital from the emergency room					
Ambulance- Land & Air. Paid according to the Department of Public Health Ambulance Service Rate Schedule		Deductible		Deductible & Coinsurance	
PHYSICIAN MEDICAL/SURGICAL SERVICES					
Medical Office Visits		Deductible		Deductible & Coinsurance	
Services of a Physician or Surgeon (Other than a medical office visit)		Deductible		Deductible & Coinsurance	
MENTAL HEALTH AND SUBSTANCE ABUSE SERVICES					
Outpatient Treatment for Mental Health Care and Substance Abuse Care		Deductible		Deductible & Coinsurance	
Inpatient Hospital Services In a Hospital or Residential Treatment Center for Mental Health Care		Deductible		Deductible & Coinsurance	
Inpatient Rehabilitation Treatment for Substance Abuse Care In a Hospital or a Substance Abuse Treatment Facility		Deductible		Deductible & Coinsurance	

Inpatient mental health & substance abuse		\$500 per admission	OTHER MEDICAL SERVICES	
Skilled nursing facility – up to 120 days per calendar year		\$500 per admission	Skilled Nursing Facility	Deductible & Coinsurance
Rehabilitative services – up to 60 days per person per calendar year	No Charge		Up to 120 days per Calendar Year	Deductible
Outpatient surgery – in a hospital or surgi-center	\$150 per visit		Private Duty Nursing	Deductible
EMERGENCY CARE			Limited to \$15,000 per Plan Year	Deductible
Walk-in centers	\$25 per visit	Deductible & Coinsurance	Immunizations and Vaccinations for Travel	Deductible
Urgent care – at participating centers only	\$75	Not Covered	Prescription drugs – (when purchased from network pharmacy)	After Deductible:
Emergency care – copayment waived if admitted	\$150	\$150 per visit	Retail Pharmacy:	Deductible
OTHER HEALTH CARE			The maximum supply of a drug for which benefits will be provided when dispensed under any one prescription is a 30 day supply.	Deductible & Coinsurance per prescription
Outpatient rehabilitative services	No Charge	No Charge	Mail Order Prescription Drugs:	Deductible
50 visit maximum for Chiro, PT, OT and ST per year.	\$25 per visit	Deductible & Coinsurance	The maximum supply of a drug for which benefits will be provided when dispensed under any one prescription is a 1-90 day supply.	Deductible
Durable medical equipment / Prosthetic devices	Covered			Deductible & Coinsurance per prescription
Unlimited maximum per calendar year	Covered			
Diabetic supplies & equipment	Covered			
Infertility services (State Mandated benefit levels)	Covered	Deductible & Coinsurance		
Home health care	No Charge	Deductible & Coinsurance	Diabetic drugs and supplies	Deductible
PHARMACY Retail 30 day supply Mail Order 90 days: 2 times Retail			Human Organ and Tissue Transplant	Deductible
Tier 1: Generic Drugs	\$5	Coinsurance	Unlimited Maximum Home health care	Deductible
Tier 2: Listed Brand-Name Drugs	\$20	Coinsurance	Nursing and therapeutic services limited to 200 visits per calendar year	Deductible
Tier 3: Non-Listed Brand-Name Drugs	\$35	Coinsurance	Home health aide services limited to 80 visits that are (applicable to the 200 visits limit)	Deductible
Annual Maximum per Calendar Year	\$750	Coinsurance	In the Home Hospice Medical Social Services under the direction of a Physician Up to \$420	Deductible

Rx edits include: age/gender; duplicated therapy; Drug to drug Interaction; Step Therapy; Quantity Limits; Refill too soon

APPENDIX IV- LONGEVITY

SERVICE

2-4 YEARS	\$ 240
5-7 YEARS	\$ 315
8-9 YEARS	\$ 415
10-19 YEARS	\$ 650
20 YEARS AND HIGHER	\$ 750

December 1 in any year shall be used to determine an employee's length of service, and payment under this provision shall be made by the Town during the month of December.

Effective July 1, 2008 longevity will be modified as set forth above. Employees hired after July 1, 2008 will not be eligible to receive longevity payments.

APPENDIX V
PAYMENT FOR WORK PERFORMED IN HIGHER JOB
CLASSIFICATION

Employees assigned to work in a higher classification for four (4) or more hours during a workday will be paid at the rate of pay associated with the position in the higher classification for time spent working in said classification.

APPENDIX VI- JOB DESCRIPTIONS

The Union understands that the Town will be revising the job descriptions covering bargaining unit employees. Once completed, the Town will provide the Union with job descriptions.

APPENDIX VII CERTIFICATIONS

Employees who complete the following certifications will receive a one (1) time payment in the amount of \$250 (two hundred and fifty dollars) for each of the following:

Certified Connecticut Town Clerk (CCTC)

Certified Municipal Clerk (CMC)

Master Municipal Clerk (MMC)

Certified Connecticut Municipal Collector (CCMC)

Connecticut Certified Municipal Assessor I

Connecticut Certified Municipal Assessor II

Current employees who have already received payment for the above-referenced certifications shall not receive an additional payment.

APPENDIX VIII
SENIORITY
TOWN HALL UNION

EMPLOYEE		DATE OF HIRE
DeSantis, Mary Ellen		9/3/1975
Cooke, Beverly		11/9/1981
Vaccino, Sylvia		6/8/1987
Giammattei, Linda Ann		7/6/1987
Piscitelli, Charlene		2/29/1988
Saunders, Irene		1/23/1989
Yester, Melinda		8/31/1994
Heslin, Sharon		12/11/1997
Linke, Camille		3/9/1998
Ross, Jane		7/1/2000
Reistetter, Leonard		8/24/2000
Bartlett, Joan		3/5/2001
Fisher, Celeste		3/15/2001
Denhardt, Doreen		12/18/2001
Cozzi, Cynthia		11/27/2002
Ward, Audrey		12/2/2002
Wood, Jill		1/5/2004
Capasso, Pamela		9/7/2005
DelRosso, Anna		6/23/2008
Vitale, Richard		11/18/2010
Vitagliano, Diane		10/31/2011
Acquino, Jennifer		9/4/2012

HUMAN RESOURCES DEPARTMENT

BRANFORD, CONNECTICUT



JOYCE FORTE
Human Resources Director

1019 MAIN STREET
POST OFFICE BOX 150
BRANFORD, CT 06405
(203) 315-0629
FAX: (203) 481-5561
www.branford-ct.gov

January 30, 2014

RE: Agreement By and Between the Town of Branford and the United Public Services Employees Union Local #405, to June 30, 2016 (Town Hall Employees)

Attached is the above-captioned agreement which was accepted by the members of the Town Hall Employees union on Friday, January 24, 2014.

Bargaining Goals

The following goals were established for successful negotiations with the Town Hall Employees Union:

- To incorporate language changes throughout the Agreement that would further clarify any ambiguous language that could be interpreted differently by the Town and for the Union;
- To revise the health benefits program to further control costs for the Town and include a sixty (60) day waiting period for new hires;
- To incorporate language in the Workers' Compensation Article to address and control the timeframe in which the Town will supplement workers' compensation payments; and
- To negotiate a wage increase within reasonable limits and consistent with the public sector market.

Negotiation Results

Article 4, Seniority

4.2

Language has been incorporated to allow the Town to fill vacancies on a temporary basis from outside the bargaining unit.

4.4

Language has been incorporated so that any days lost from work beyond five (5) workdays will not count towards the contractual probationary period for a probationary employee.

4.9

New language has been added to clarify when seniority is lost.

Article 6, Wages and Benefits

6.1

The current Century Preferred Plan will be replaced with newly negotiated Century Preferred \$25 Co-pay, a Medical plan which includes a managed RX benefit.

Beginning fiscal year 2014 employees will have the choice of enrolling into a High Deductible Health Plan (HDHP). The deductible will increase from the current amounts of \$1,250 for single and \$2,500 for two-person and family to \$1,500 for single and \$3,000 for two-person and family.

6.1a

The employee premium share has been increased for both medical plans offered by the Town.

6.2

Effective as soon as practicable after ratification and approval of the Agreement life insurance will be provided to all employees after three (3) months of service in the amount of \$70,000.

Article 9 Leave Provisions

9.2 Employees hired after July 1, 2012 will no longer receive payment upon retirement for accrued but unused accumulated sick leave.

9.5 & 9.6

Workers' Compensation language was revised to further clarify when separation from the Town may occur.

Article 16, Effective Date

16.1

This Agreement shall remain in full force and effect for a period from execution through June 30, 2016.

Wages

Wages for existing positions will be increased by 0%, 2.75%, 2.75% and 2.8% effective July 1 of each of the four years of this agreement (2012, 2013, 2014, and 2015).

Employees must be on the payroll at the time of the execution of this Agreement to receive any retroactive wage payment.

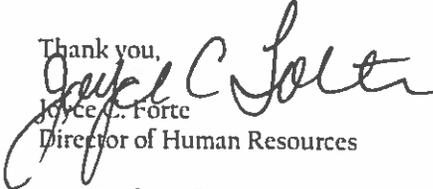
Comments

I must comment that the negotiating team consisting of Attorney William Ryan and Jim Finch, Finance Director, along with the Union worked diligently to put together an agreement that achieved the goals of maintaining a health benefits program that controls costs for the Town and provides for a reasonable wage schedule compared to similar situated communities.

Recommendation

I believe this is an equitable and constructive agreement and I ask for your support in approving this contract.

Thank you,


Joyce L. Forte
Director of Human Resources

c: Members, Representative Town Meeting
Jamie Cosgrove, First Selectman
James Finch, Finance Director
Attorney William Ryan

Enc

CORRECTED
REPRESENTATIVE TOWN MEETING
MEETING MINUTES
FEBRUARY 12, 2014

MODERATOR
Dennis Flanigan

CLERK
Adam Hansen



MAJORITY LEADER
Ray Ingraham

MINORITY LEADER
Chris Sullivan

DISTRICT 1
Vincent Baglio
Margaret Bruno
Clare Torelli
Frank Twohill
George Wells
Jennifer Zambrano

DISTRICT 2
Joshua Brooks
Peter Hentschel
James Walker

DISTRICT 3
Ali Abulugma
Peter Black
Douglas Hanlon

DISTRICT 4
Maryann Amore
Adam Hansen
Jason Driscoll
Robert Imperato
Cynthia Nargi
James Stepanek

DISTRICT 5
Donald Conklin
Dennis Flanigan
Maryanne Hall
Raymond Ingraham
John Leonard

DISTRICT 6
Anthony Alfone
Edward Prete
Marc Riccio
Chris Sullivan

DISTRICT 7
Paula Gladdys
Richard Greenalch
Robin Sandler

The Meeting was called to order by Moderator Flanigan at 8:00 p.m. The Moderator led the Body in the Pledge of Allegiance. The Meeting was held at Branford Fire Headquarters, 45 North Main St

1. Roll Call

Members Present: Rep. Abulugma, Rep. Alfone, Rep. Amore, Rep. Baglio, Rep. Black, Rep. Brooks, Rep. Bruno, Rep. Conklin, Rep. Driscoll, Rep. Flanigan, Rep. Gladdys, Rep. Greenalch, Rep. Hall, Rep. Hanlon, Rep. Hansen, Rep. Hentschel, Rep. Imperato, Rep. Ingraham, Rep. Leonard, Rep. Nargi, Rep. Prete, Rep. Riccio, Rep. Sandler, Rep. Stepanek, Rep. Sullivan, Rep. Torelli, Rep. Twohill, Rep. Walker, Rep. Wells, Zambrano.

Members Absent: Rep. Prete

Ex Officio's Present: 1st Selectman: Cosgrove, 3rd Selectman: Storm, Town Clerk: Arpin
(See Attachment)

Moment of Silence observed for the passing of Representative David Baker.

2. Approval of the minutes of the previous Meeting.

Motion by Rep. Imperato, 2nd by Rep. Greenalch to approve the minutes of the previous meeting. Motion passed unanimously. Minutes approved without exception.

3. Reception of communications, reports of committees, and citizen petitions.

The Moderator read a letter from Joe Kobylanski asking: To consider and , if appropriate, consider an ordinance declaring running bamboo a nuisance with a 40 foot set-back on existing bamboo, creating a bamboo-free buffer zone to stop its spread and damage. The Moderator sent the item to Rules and Ordinances. (See Attachment)

The Moderator read a letter from Jacey Wyatt asking: that all of the representatives of the RTM consider and support the adoption of a New Ordinance to create a Standing Building Commission. The Moderator sent the letter to Rules and Ordinances. (See Attachment)

The Moderator read a letter from Town Engineer: Janice Plaziak asking: To consider and, if appropriate accept the section of relocated Indian Neck Avenue as a Town road as required under 73-3 of the Branford Code. The Moderator sent the item to Administrative Services. (See Attachment)

The Moderator read three letters from Jacey Wyatt, Frank Carrano, and a joint letter from Rep. Sullivan and Ray Ingraham asking: To consider and, if appropriate adopt a New Ordinance creating a Branford Arts and Culture Commission. The Moderator sent the item and letters to Rules and Ordinances. (See Attachment's)

4. To consider and, if appropriate, consider the reinstating of the Citizens Petitions Process as it was originally adopted on June 9th, 2010. (Repealed) Town Meeting Rule A236-1.11.4.

Motion by Rep. Sullivan to take no action on reinstating the Citizens Petitions Process, Motion by Rep. Greenalch, 2nd by Rep. Nargi to amend the committee report for the full RTM to reinstate the Citizens Petitions Process as it was previously instated on June 9th 2010. Motion passed to amend the main motion. A roll call vote on the main motion was requested by Rep. Twohill. The Moderator restated the question: To reinstate the Citizens Petitions Process as it was originally adopted on June 9th, 2010. (Repealed) Town Meeting Rule A236-1.11.4. Roll call vote was called. Roll call vote recorded 17 Yes's and 11 No's. Motion passed. (See attachment)

5. To consider and, if appropriate, adopt a New Ordinance creating a Standing Building Commission.

Motion by Rep. Greenalch to re refer the item, motion passed unanimously.

6. To consider, and if appropriate, consider a change from the Branford Green Committee to change their status from a Committee to a Commission.

Motion by Rep. Greenalch to re refer the item, motion passed unanimously

7. To consider and, if appropriate, approve a request from the Human Resources Director for the following transfer:

From: 10149040 588802	Contingency	(\$24,495)
To: 10142060 599104	Longevity-Animal Shelter	250
10141020 519020	Longevity-Executive	250
10145010 519029	Longevity-Recreation	250
10141040 519020	Longevity-Fiscal Services	500
10143050 519020	Longevity-Engineering	250
10141160 519020	Longevity-Inland Wetlands	250
10145010 517000	Regular Wages & Salaries-Recreation	6,197
10141170 517000	Regular Wages & Salaries-GGB	3,031
10141200 517000	Regular Wages & Salaries-HR	9,293
<u>10141200 519030</u>	<u>Accumulated Sick Pay</u>	<u>4,224</u>

TOTAL \$24,495

Motion by Rep. Alfone (Chair of Admin. Services) and Motion by Rep. Black (Chair of Ways and Means) to recommend to approve the transfer. Motion passed unanimously.

8. To consider and, if appropriate, approve a request from the Planning & Zoning Commission for the following transfer:

From: 10141130 555400	Advertising, Printing	(\$1,100)
10141130 566100	Office Supplies	(450)
<u>10141130 588090</u>	<u>Travel</u>	<u>(400)</u>
	Total	(\$1,950)

To: 10141130 588200 Memberships & Conferences (1,950)

Motion by Rep. Greenalch to approve the transfer. Motion passed unanimously.

9. To consider and, if appropriate, approve a request from the Public Works Director for the following transfer:

From: 10143010 517000	Regular Wages & Salaries	(\$30,000)
To: 10143010 518250	Seasonal & Part-Time	30,000
From: 545000	Road Materials	(\$4,000)
To: 544420	Rental	4,000
From: 545000	Road Materials	(\$800)
To: 579300	Furniture & Fixtures	800

Motion by Rep. Imperato to approve the transfers. Motion passed unanimously.

10. To consider and, if appropriate, approve a request from the Board of Police Commissioners for the following transfers:

From: 1014201 517000	Salary	(\$11,000)
To: 1014201 517100	Part-Time Clerical	11,000
From: 1014201 517000	Salary	(\$6,500)
To: 1014201 518250	Part-Time Seasonal	6,500
From: 7004201 579250	Mobil Data	(\$10,000)
To: 1014201 579150	Technology Acquisitions	10,000

Motion by Rep. Imperato to approve the transfers. Motion passed unanimously.

11. To consider and, if appropriate, approve a request from the First Selectman for the following transfer:

From: 10141070	Tax Refunds	(\$12,500)
To: 10141020	Consulting Services	12,500

Motion by Rep. Alfone to approve the transfer. Motion passed unanimously.

12. To consider and, if appropriate, approve a Agreement By and Between the Town of Branford and the United Public Services Employees Union Local #405 to June 30, 2016 (Town Hall Employees).

Motion by Rep. Alfone to approve the agreement. Roll call vote was called. Roll call vote recorded 20 Yes's and 7 No's. Motion passed. Note: Rep. Brooks was not present at the time of the roll call vote. (See Attachment)

13. Other Business

No new business to come before the RTM.

14. Adjourn

Motion by Rep. Sullivan, 2nd by Rep. Amore to adjourn. Motion passed unanimously. The meeting was adjourned at 09:16 p.m.

Dated this 16th day of February 2014
 Respectfully Submitted,
 Adam J. Hansen
 Clerk-Branford RTM

MEMORANDUM OF AGREEMENT

The Town of Branford (the "Town"), United Public Services Employees Union, Local #405 (the "Union"), ~~and the Town of Branford~~ hereby agree to the following:

JCF 3/27/14

1. The Union will meet and negotiate the terms of a defined contribution plan at the time that it is legally permissible to put newly hired employees into a defined contribution plan while other employees remain participants in the Connecticut Municipal Employees Retirement System ("CMERS").

TOWN OF BRANFORD

By *Jay Jolte*
Date 3/27/14

UPSEU, LOCAL 405

By *Vanil Bonfiglio*
Date 3/27/2014