

HUMAN RESOURCES DEPARTMENT

BRANFORD, CONNECTICUT



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November 24, 2020

To: Dennis Flanagan, Moderator RTM

Copy: Jamie Cosgrove, James Finch, William Ryan, Lisa Arpin, RTM Members

Re: Agreement by and between the Town of Branford and the Town of Branford Employees, UPSEU to June 30, 2022.

Attached is the above-captioned tentative agreement which was ratified by the members of the Branford Employees Union, UPSEU on November 23, 2020.

Highlighted Negotiated Contract Results:

Article 3, Recognition, page 4

Updated the contract to include prior MOA title changes. Position title changes included Senior Center Caseworker, and Senior Center Program Assistant. The Animal Control Program Coordinator was added as a new position in 2019. Prior MOA moved the Assistant Town Engineer position from another union to this union contract. It was agreed to delete the Special Projects Manager/EDC as a union position.

Article 5, Union Security, page 6

Changed language which eliminates the legal requirement of an employee paying union dues.

Article 5, Section 3, page 7

Eliminated the use of paper and moved to an electronic union contract format for new employees.

Article 11, Wages, page 10

July 1, 2020 2.5%

July 1, 2021 2.0%

As agreed by a prior MOA, the First Selectman or his designee may deviate from the percentage progression set forth herein as long as a new hire is not paid less than 85% of the applicable job rate for his/her first year of employment and 95% of the applicable job rate for his/her second year of employment.

Article 14, Vacations, page 11

Due to the implementation of ADP E Time & Attendance on line system, modified during the employees first fiscal year of employment eligibility to earn vacation on a pro-rated basis based on their date of hire.

Article 14, Section 6, page 12

Modified language to comply with ADP E Time & Attendance approval process.

Article 16, Sick Leave, Section 4, page 13

Added the appropriate language to comply with American with Disabilities Act.

Article 16, Section 5, page 14

Specified who the employee should call when they are sick and unable to work.

Article 16, Section 6, page 14

Eliminated the employees who are hired after the ratification date to be eligible for a payout of accrued sick days.

Article 16, Section 7, page 14

Added the employee's ability to use accrued paid leave for a parent or a relative who resides in the employee's home when FMLA conditions are met.

Article 17, Personal Days, page 14 and 15

Modified the language to comply with the ADP E Time & Attendance approval process.

Article 18, Bereavement Leave, page 15

Added an employee's step-parent and step-child.

Article 19, Family, Medical, Military and Leaves of Absence, Section 3, page 16

Specified the Department Head who should be notified if an employee receives a jury duty summons.

Article 25, Medical Benefits, Section 1, page 19

Clarified the day of the month that medical benefits begin.

Article 25, Section 2, page 20

Increased the percentage of medical and dental costs to the employee effective July 1, 2021.

Article 25, Section 4, page 21

Added Employees hired after the date of the ratification of this contract will not be entitled to any payment for waiving medical insurance.

Article 28, Workers Compensation, Section 5, page 22

Clarified who the employee should contact when they have an injury on the job.

Article 31, Duration, Section 1, page 23

Changed the duration of this contract to end June 30, 2022.

Article 31, Section 2, page 23

Changed the name of the Employee Policy Manual to Employee Handbook as it is commonly referred to.

Added an MOA which allows the Town and the union employees to discuss possible wellness provisions that could be incorporated into the health plans for 2021-22 which may reduce the overall cost of future medical premium costs.

The negotiating team for the Town included William Ryan, Ryan & Ryan, attorney of law, and Margaret Lubberda, Director of Human Resources; along with the union representatives we negotiated for several months to achieve cost effective and better managed operational practices for the Town of Branford.

We appreciate your consideration and support.

THE TOWN OF BRANFORD
THE TOWN OF BRANFORD EMPLOYEES
THE UNITED PUBLIC SERVICE EMPLOYEES
UNION

Expires June 30, 2022

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Tentative Agreement

Modify based upon final agreement.

ARTICLE 1 **AGREEMENT**

This Agreement is made and entered into by and between the Town of Branford (hereinafter referred to as the "Town") and United Public Service Employees Union (hereinafter referred to as the "Union").

ARTICLE 2 **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.

ARTICLE 3 **RECOGNITION**

Tentative Agreement

Section 1 - Pursuant to the certification of May 24, 2012, the Town recognizes the Union as the sole and exclusive collective bargaining representative of the following employees:

- (a) Full-time IT Network Analyst, **Senior Center Case Worker**, Counseling Center Receptionist, Assistant Building Official, Crime Analyst, Senior Center Activity Coordinator, ~~Special Projects Manager~~/EDC, Medical Billing Accounting Supervisor, IT Network Engineer, Payroll Coordinator, Assistant Director Senior Center, Animal Control Officer, Youth Outreach Community Case Manager, Zoning Enforcement Officer, Assistant Animal Control Officer, Assistant Town Planner, Administrative Assistant Library, Office Manager Counseling Center, Operations Manager Waste Water Treatment Plant, Senior Center **Program Assistant, Assistant Town Engineer, Animal Control Program Coordinator**, Transportation Coordinator, excluding all other employees.

Section 2 -

- (a) The words "full-time employee" shall refer only to an employee who regularly and customarily is scheduled to work at least 40 hours per week on a year-round basis and who is designated by the Town as a "regular full-time employee".

- (b) The words "part-time employee" shall refer only to an employee who regularly and customarily is scheduled to work twenty (20) or less hours per week on a year-round basis and who is designated by the Town as a "part-time employee". The Town may hire non-bargaining unit part-time employees.
- (c) The Town may hire non-bargaining unit temporary employees. A temporary employee is an employee who is hired for a special project or to replace an employee on leave or vacation—for a period not to exceed one hundred and eighty (180) calendar days. A temporary employee shall be informed that he/she is a temporary employee at the time of hire.

ARTICLE 4

MANAGEMENT RIGHTS

No provision of this Agreement will be deemed to limit or curtail the Town in any way in the exercise of the rights, powers and authority which the Town had prior to acquiring an obligation to bargain collectively under the Act; and the Town will continue to retain said rights, powers and authority, whether exercised or not, unless and only to the extent that, the specific provisions of this Agreement explicitly curtail or limit such rights, powers or authority. Accordingly, all management functions, responsibilities and rights, which the Town has not expressly modified or restricted by a specific provision of this Agreement, are retained and vested exclusively in the Town. More specifically, the Town reserves the right in accordance with its sole and exclusive judgment and discretion to establish and administer policies and procedures related to all operations and services of the Town, to reprimand, suspend, discharge or otherwise discipline employees for cause; to hire, promote, transfer, layoff and recall employees to work; to determine the size and composition of the work force, the number of employees, the duties to be performed, and the qualifications required; to direct employees; to schedule and assign work; to determine the hours of employment for its employees; to maintain the efficiency of the employees; to obtain from any source and to contract for materials, services, supplies and equipment, including work currently performed by members of the bargaining unit; however, the intent of the Town is not to erode the bargaining unit; to determine hours of operation; to establish, expand, reduce, alter, combine, consolidate or abolish any job classifications, department, operation or service; to control and regulate the use of supplies, equipment and other property of the Town; to sell, lease, or otherwise dispose of any of its facilities and/or equipment; to extend, limit, or curtail its operations; to determine the number, location and operation of departments and other units of the Town, to determine and to make or change Town rules, regulations, policies and practices not inconsistent with the terms of this Agreement; and generally to manage the Town and to attain and maintain full operating efficiency and optimum public service, except as expressly modified or restricted by a specific provisions of this Agreement. The enumeration of certain management prerogatives listed above shall not be deemed to exclude other management rights not specifically enumerated above, whether exercised or not, unless stated otherwise in the parties' collective bargaining agreement.

ARTICLE 5 UNION SECURITY

Tentative Agreement

Section 1 -

- (a) ~~Agency Shop - Current Employees.~~ During the term of this Agreement and any extension thereof, all present Employees shall, as a condition of continued employment, either (i) tender to the Union an amount equal to the regular monthly dues uniformly required by the Union's Constitution and Bylaws as a condition of retaining membership in the Union in good standing, or (ii) tender to the Union a monthly service fee in an amount set by the Union in accordance with applicable law.
- (b) ~~Agency Shop - New Employees.~~ During the term of this Agreement and any extension thereof, all new Employees shall, thirty (30) calendar days after the date of their employment by the Town, as a condition of continued employment, either (i) tender to the Union an amount equal to the regular monthly dues uniformly required by the Constitution and Bylaws as a condition of acquiring or retaining membership in the Union in good standing, or (ii) tender to the Union a monthly service fee in an amount set by the Union in accordance with applicable law. The Union shall notify the employees and the Town in writing prior to the effective date of any change in Union dues and/or service fees.
- (c) ~~Check Off.~~ During the term of this Agreement and any extension thereof, The Town will deduct from the first regular weekly paycheck issued each month to each Employee who authorizes such deduction, **in writing**, such regular monthly membership dues or service fees, and such initiation fees and reinstatement fees as may be fixed by the Union in accordance with applicable law. Such monies are so deducted shall be remitted to the office of UPSEU not later than the fifteenth (15th) day of said month and shall include all deductions made in the previous month, together with a list of names of Employees from whose wages such deductions have been made. The Town's obligations to make such deductions shall terminate automatically upon termination of the employee who signed the authorization, or upon his or her transfer to a job not covered by this Agreement, or **communication, in writing, by the employee to rescind his/her authorization to deduct dues**, except that deductions shall be resumed if an employee, terminated by layoff, is rehired during the life of the contract then in existence.

Section 2 - Hold Harmless. The Union shall indemnify and hold the Town harmless against any and all claims, demands, and suits or other forms of liability which may arise or be alleged by reason of any action taken by the Town pursuant to this Article.

Tentative Agreement

Section 3 - ~~The Town shall provide each employee a copy of this Agreement within thirty (30) calendar days after the date of the signing of this Agreement.~~ New employees shall be provided an electronic copy of this Agreement at the time of hire. Three (3) original copies of this Agreement shall be provided to UPSEU.

ARTICLE 6 **PROBATIONARY PERIOD**

Section 1 - No employee shall attain seniority until he or she has been continuously on the payroll for a period of one hundred and twenty (120) calendar days. During such period (s)he shall be on a probation and may be laid off, disciplined, or terminated, with or without cause, by the Town in its sole discretion and neither the employee nor the Union shall have recourse to the grievance procedure set forth in this Agreement. Upon completion of his or her probationary period, an employee's seniority shall date back to the original date of employment.

Section 2 - Days lost from work in excess of a total of five (5) workdays for any reason during the probationary period shall not be counted as employment for purposes of computing the probationary period.

Section 3 - The Town may, in its discretion, extend the probationary period of an employee for up to twenty-five (25) workdays. The Union will be notified when an employee's probationary period is extended.

ARTICLE 7 **SENIORITY**

Section 1 - Definitions:

(1) Bargaining Unit Seniority: shall be defined as being equal to the length of time an employee has been continuously employed by the Town beginning with his/her last date of hire.

(2) Job Classification Seniority: shall be defined as the employee's length of continuous service with the Town within his/her present job classification beginning with the date and hour on which the employee began to work in such job classification after last being hired into said job classification.

Section 2 - Accrual of Seniority:

(1) Seniority shall not accrue to probationary employees during the probationary period. However, at the successful completion of the probationary period,

the employee's seniority shall be considered to commence from the date first worked after hire.

(2) Seniority shall accrue during a family and medical leave. Seniority shall not accrue during all other unpaid leaves of absence or during the period an employee is on layoff.

Section 3 - Loss of Seniority:

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

- (1) terminates voluntarily;
- (2) is discharged for cause;
- (3) fails to report to work within fourteen (14) calendar days after receipt of notice of recall directed to his/her last known address;
- (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 a period of three (3) consecutive workdays without proper notification of absence to the Town unless due to extenuating circumstances acceptable to the Town;
- (7) if the employee is absent as a result of illness, accident or injury on the job for a period in excess of six (6) months over a rolling two (2) year period unless the employee provides the Town with a note from his/her physician within two (2) weeks of the end of the six (6) month period that the employee will be able to return to work in full duty capacity by the end of the next month in which case the Town will extend his/her leave to the end of the seventh (7th) month; or
- (8) is laid off in excess of contractual recall rights.

An employee whose seniority is lost for any of the reasons outlined in this paragraph, 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.

Section 4 - Application:

- (1) Bargaining unit seniority shall apply in the computation and determination of eligibility for all benefits where length of service is a factor pursuant to this Agreement.
- (2) Classification seniority shall apply in layoffs and recalls and scheduling of vacations.

ARTICLE 8

LAYOFF AND RECALL

Section 1 - Layoff:

The principle of seniority within job classifications shall apply in all layoffs due to lack of work in accordance with the provisions set forth below:

(1) Probationary employees and temporary employees within the job classification affected shall be the first to be laid off without regard to their individual periods of employment.

(2) If there are no probationary employees or temporary employees to be laid off, then the determinations as to who shall be laid off shall be governed by seniority within the job classification determined by the Town. If, as between two or more employees the factors of skill and ability and past documented work performance are equal, as determined by the Town, then the factor of seniority shall govern.

(3) In the event employees are scheduled to be laid off in one classification and there exists a vacant position(s) in another classification which the employee(s), in the judgment of the Town, has or have the ability to perform, such vacant position(s) shall be offered to employee(s) scheduled to be laid off in accordance with their bargaining unit seniority as defined in Article 7, Section 1(1). In such circumstances, if the employee does not satisfactorily perform in said vacant position, in the judgment of the Town, (s)he shall resume his/her laid off status.

(4) Employees shall receive at least two (2) weeks' notice as prior to a reduction in hours.

Section 2 - Recall:

(1) Full-time employees who are laid off for lack of work shall be given preference in recall for a period not to exceed twelve (12) months.

(2) Such preference of recall shall be offered to full-time employees within their former job classification. If the employees are recalled within the above period after the date of layoff, they shall be reinstated and shall not lose their seniority. However, employees who were in their probationary period at the time of layoff shall be put back to work as a probationary employee.

ARTICLE 9
HEALTH AND SAFETY

Section 1 - The Town agrees to provide a safe work environment consistent with applicable laws and regulations.

ARTICLE 10
JOB VACANCIES

Section 1 - Whenever a vacancy occurs in a bargaining unit position which the Town elects to fill, a notice of such vacancy shall be posted and remain posted for five (5) consecutive working days. Any employee who wishes to apply for such vacancy shall notify the Human Resources Director or her/his designee in writing within the five (5) working day posting period. It is understood, however, that the Town may fill the position immediately and without posting in the event of an emergency. It is further agreed that the determination of an individual's qualifications for the requirements of the position, as set forth in the job description, rests exclusively within the discretion of the Town.

Section 2 - An employee awarded a position shall serve a probationary period of one hundred and twenty (120) calendar days. Days lost in excess of five (5) calendar days will extend the probationary period.

ARTICLE 11
WAGES

Tentative Agreement

Wages are set forth in Appendix A General Wage Increases for the duration of this Agreement that expires on June 30, 2022 are as follows:

Upon execution for employees on the payroll and retroactive to July 1, 2020 – 2.5%

Fiscal Year 2021 – 2022 – 2%

*New hires will start at 85% of the applicable job rate for the first year of employment. For the next year of employment, the employee will receive 95% of the applicable job rate. Upon their two (2) year anniversary, employees will receive 100% of the applicable job rate. **The First Selectman or his designee may deviate from the percentage progression set forth herein as long as a new hire is not paid less than 85% of the applicable job rate for his/her first year of employment and 95% of the applicable job rate for his/her second year of employment.**

ARTICLE 12

MEAL PERIODS

Section 1 - The Town will determine the time and length of employees unpaid meal period which will be no less than thirty (30) minutes.

ARTICLE 13

HOLIDAYS

Section 1 - The Town provides its employees with holiday pay for the following holidays:

- New Year's Day
- Martin Luther King Day
- President's Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving Day
- Day after Thanksgiving Day
- Christmas Eve Day (1/2 day)
- Christmas
- New Years' Eve Day (1/2 day)

Section 2 - To be eligible for holiday pay, an employee must have worked the last scheduled workday prior to and the next scheduled workday after such holiday unless (s)he is absent due to an approved vacation or personal day or (s)he submits a doctor's note.

Section 3 - Holidays falling on a Saturday will be observed on a Friday. Holidays falling on a Sunday will be observed on a Monday.

ARTICLE 14

VACATIONS

Tentative Agreement

Section 1 - Newly hired full-time employees will earn the equivalent of one (1) vacation day per month beginning on their 91st day of employment, up to a maximum of five (5) vacation days during the fiscal year in which they are hired. The following chart applies to each employees start date during the first year of employment.

Start Date	Earned on the 91st Day
July 1-October 31	5 days
Nov. 1 –Nov 30	4 days
Dec 1-Dec 31	3 days
Jan 1-Jan 31	2 days
Feb 1-Feb 29	1 day
March 1-Jun 30	0 day

On July 1st of the next fiscal year, and July 1st of each fiscal year thereafter, full-time employees will be credited with ten (10) vacation days to be used during that fiscal year. On July 1st following completion of five (5) years of employment based upon anniversary date of hire, full-time employees will receive sixteen (16) vacation days. On July 1st following completion of six (6) years of employment based upon anniversary date of hire, full-time employees will receive seventeen (17) vacation days. On July 1st following completion of seven (7) years of employment based upon anniversary date of hire, full-time employees will receive eighteen (18) vacation days. On July 1st following completion of eight (8) years of employment based upon anniversary date of hire, full-time employees will receive nineteen (19) vacation days. On July 1st following completion of nine (9) years of employment based upon anniversary date of hire, full-time employees will receive twenty (20) vacation days.

Section 2 - During the second fiscal year in which they are employed, and each fiscal year thereafter, employees must take a minimum of ten (10) accrued vacation days. Carrying over of unused vacation days into the next fiscal year must be approved in writing by the **Department Head or his/her designee through the ADP E-Time system** and must be used by the end of the fiscal year.

Section 3 - Employees entitled to in excess of ten (10) vacation days in a fiscal year may carry over up to five (5) vacation days each fiscal year up to a maximum of twenty-five (25) vacation days.

Section 4 - Vacation days must be taken in increments of no less than one-half (1/2) of the employees regularly scheduled work day.

Section 5 - Earned vacation days will be paid out upon separation of employment.

Tentative Agreement

Section 6 - All requests for vacation must be **approved by the employee's Department Head through the ADP E-Time system.** ~~in writing and approved by the First Selectman or his designee.~~

Tentative Agreement

Section 7 - The ~~First Selectman or his designee~~ **employee's Department Head** will determine the annual vacation schedule, taking into consideration the business needs and work demands of each department as well as the desire of employees for specific vacation leave. A conflict in scheduling vacation leave among multiple employees will be resolved by the **Director of Human Resources or the employee's Department Head**. ~~First Selectman or his designee.~~

ARTICLE 15

COMPENSATORY TIME OFF IN LIEU OF OVERTIME

In lieu of overtime pay after forty (40) hours worked in a workweek, employees shall receive compensatory time off in the amount of one and one-half (1 ½) hours for each hour worked beyond forty (40) hours. Sick time is not included in the calculation of forty (40) hours worked in a workweek. Compensatory time off must be taken within eight (8) weeks of being accrued at a time that is approved by the employee's Department Head.

ARTICLE 16

SICK LEAVE

Section 1 - Non-probationary full-time employees shall be entitled to paid sick leave days each fiscal year, at their regular hourly rate.

Section 2 - Employees can accrue one (1) sick day per month up to a maximum of twelve (12) days per year.

Section 3 - To be eligible for benefits under this article, an employee who is absent due to illness or injury must notify the Town at least one (1) hour before the start of his/her shift unless there are extenuating circumstances acceptable to the Town.

Tentative Agreement

Section 4 - The Town may request a doctor's certificate from ~~either~~ the employee's physician **or a physician chosen by the Town** for an absence(s) if the Town suspects sick leave abuse or prior to an employee's return to work to determine whether the employee can perform the essential functions of his/her position, with or without a reasonable accommodation. The Town shall not make this decision in an arbitrary or capricious manner.

The Town may also send an employee to a physician it chooses to determine whether the employee can perform the essential functions of his or her job with or without a reasonable accommodation in accordance with the ADA.

Tentative Agreement

Section 5 - An employee absent on sick leave shall be required to call the **employee's Department Head Town** daily for the period of such absence and inform the Town of his/her condition and expected date of return unless the employee is on an extended leave or there are extenuating circumstances.

Tentative Agreement

Section 6 - Employees can accumulate up to seventy (70) sick days. Employees must have fifty (50) accrued sick days for a period of one (1) year prior to retirement in accordance with CMERS to be paid out a total of twelve (12) accrued sick days. Employees hired after **[insert date]** ~~the ratification and approval of this Agreement which expires on June 30, 2017,~~ will not be eligible for a payout of accrued sick days.

Section 7 - Sick days may be used by an employee under the following circumstances:

(A) For (i) an employee's illness, injury or health condition, (ii) the medical diagnosis, care or treatment of an employee's mental illness or physical illness, injury or health condition, or (iii) preventative medical care for an employee;

Tentative Agreement

(B) For (i) **illness, injury or health condition of an employee's child, an employee's parent (when the parent has a serious health condition as defined by the FMLA) or an employee's spouse or a person who resides in the employee's residence who is also a relative of the employee,** (ii) the medical diagnosis, care or treatment of an employee's child's, parent's **(when the parent has a serious health condition as defined by the FMLA), spouse's or a person's (who resides in the employee's residence who is also a relative of the employee)** mental or physical illness, injury or health condition, or (iii) preventative medical care for a child or spouse of an employee; and

(C) Where an employee is a victim of family violence or sexual assault (i) for medical care or psychological or other counseling for physical or psychological injury or disability, (ii) to obtain services from a victim services organization, (iii) to relocate due to such family violence or sexual assault, or (iv) to participate in any civil or criminal proceedings related to or resulting from such family violence or sexual assault.

ARTICLE 17 PERSONAL DAYS

Tentative Agreement

Full-time employees who have completed one (1) year of service will be allowed to request that up to three (3) unused sick days be converted to personal day(s). Such requests must be **approved by the employee's Department Head through the ADP E-Time System made in writing to the Human Resource Director or her/his designee.**

An employee must give at least forty-eight (48) hours notice prior to taking personal leave unless due to an emergency.

ARTICLE 18

BEREAVEMENT LEAVE

Tentative Agreement

Section 1 - Non-probationary full-time employees shall be granted up to but not exceeding three (3) days of leave as compensation for actual workdays lost during the three (3) days following the death an immediate family member as hereinafter defined. For the purposes of this Article, "immediate family" shall mean an employee's spouse, children, parent, sister, brother, mother-in-law, father-in-law, **step-parent, step-child**, and individuals who reside in the employee's residence.

Section 2 - Non-probationary full-time employees shall be granted up to one (1) day of leave as compensation for actual work days lost during the day following the death of a grandparent, niece or nephew.

Section 3 - A full-time employee shall be paid at his/her regular straight-time base hourly rate, not to exceed eight (8) hours. Full-time employees shall only be paid for scheduled workdays.

Section 4 - An employee shall not be entitled to bereavement leave if the employee attends the funeral of a member of his immediate family during the period the employee is on vacation, lay-off, holiday, any other leave or otherwise is not actively at work under the provisions of this Agreement.

Section 5 - Employees taking bereavement leave may be required to provide proof of death prior to receiving compensation for funeral leave.

ARTICLE 19

FAMILY, MEDICAL, MILITARY AND LEAVE OF ABSENCE

Section 1 - Family and Medical Leave (FMLA) - The Town will comply with the terms of the Federal Family and Medical Leave Act.

Section 2 - Military Leave – Military Leave shall be granted to employees according to applicable law.

Tentative Agreement

Section 3 - Jury Duty – Leave for Jury Duty shall be granted to employees according to applicable law. Employees are to promptly notify the Director of Human Resources **and their Department Head** upon receipt of a jury summons and subsequent notice to serve as a juror. Employees will be granted time off to serve on a jury. Full-time employees will be paid regular wages for the first five (5) days of jury service less any payment received for jury duty.

Tentative Agreement

Section 4 - Leave of Absence – If requested in writing, the Town may **either grant or deny** an unpaid leave of absence in its sole discretion.

ARTICLE 20 **GRIEVANCE PROCEDURE**

Section 1 - A grievance is defined as an allegation by the Union or by any employee, or by the Town that an express provision of this Agreement has been violated. All grievances shall be in writing as set forth in Section 2.

Section 2 - All grievances must be filed and processed in accordance with the following exclusive procedures

- (a) **Step 1:** A grievance shall be presented in writing to the Human Resource Director or his/her designee, within seven (7) working days of the alleged grievance, or within seven (7) working days after the event reasonably should have been known. The grievance shall set forth a brief description of the dispute and the section or sections of this Agreement claimed to have been violated. An answer to the grievance shall be provided within ten (10) working days after presentation of the grievance.
- (b) **Step 2:** If the grievance is not settled under Section (a), it shall be presented to the First Selectman or his designee within seven (7) working days of the Human Resource Director's answer. The First Selectman or his designee shall answer in writing within ten (10) working days thereafter.
- (c) **Step 3:** If the Union is not satisfied with the response of the First Selectman or his designee, it may file an appeal to the Board of Mediation and Arbitration within ten (10) working days of the date the decision of the First Selectman or its designee was due.

Section 3 - Any grievance not first presented within the time periods set forth above shall be deemed waived and shall not be subject to the grievance procedure as set forth above, except if there is a written agreement signed by the Town and the Union to waive the time

periods. A grievance not timely appealed in accordance with the time limits above, shall be deemed resolved according to the last disposition of the matter.

Section 4 - If the Town believes that an employee, or the Union, has violated any provisions of this Agreement, the Town may present a written grievance to the Union within ten (10) working days of the occurrence. The parties shall meet within five (5) working days in an effort to resolve the grievance.

Section 5 - The grievance procedure provided for herein shall constitute the sole and exclusive method for adjustments and settlement between the parties of any and all grievances.

Section 6 - It is the function of the arbitrator to interpret the Agreement. S(h)e shall make and issue decisions only regarding matters expressly submitted to her/him within the written terms of this Agreement. Her/his decision or award, not inconsistent with the terms of this Agreement, shall be final and binding upon the parties hereto. The arbitrator has no authority or power to add to, subtract from, disregard, or alter any of the written terms of this Agreement. The arbitrator's power and authority shall be limited to the application and interpretation of this Agreement as applied to the subject of the particular involved.

Section 7 - The arbitrator shall have the authority to order or deny reinstatement of an employee with or without back pay. In the event there is an award of any back pay, any earnings by the employee during this period of unemployment (including any unemployment insurance) shall be offset and deducted from this award. Employees who have been discharged shall have the duty to seek work so as to mitigate the claims of back wages. Their failure to do so shall be considered by the arbitrator.

Section 8 - The cost of the arbitration, which shall include the fees and expenses of the arbitrator, if any, and the cost of the transcript, if the parties mutually agreed to order one, shall be borne equally by the parties. Each party shall pay any fees and wages of its own representatives and witnesses for time lost, and the cost of the transcript where there is no mutual agreement to order it. However, one (1) Officer of the Union and one (1) grievant may attend arbitration with no loss of wages.

Section 9 - No individual workers may initiate any arbitration proceeding or move to confirm or vacate an award.

ARTICLE 21

NO STRIKES/NO LOCKOUTS

Section 1 - During the life of this Agreement or any extension thereof, the Union, on behalf of its officers, agents and members, agrees that so long as this Agreement or any written extension thereof is in effect, there shall be no strikes, slowdowns, walkouts, sit-downs, sit-ins, work stoppage, boycotts or any activities which interfere, directly or indirectly, with the Town's operations.

Section 2 – During the life of this Agreement or any extension thereof, the Town agrees not to lockout bargaining unit employees.

ARTICLE 22

DISCHARGE AND DISCIPLINE

Section 1 - Employees may be disciplined for “just cause”.

Section 2 – Notice of discharge or suspension shall be given in writing to the employee and a copy thereof shall be given to the Union Steward.

ARTICLE 23

UNION ACCESS TO TOWN’S PREMISES AND UNION REPRESENTATION

Section 1 - Upon giving the Town prior notice, a duly authorized representative of the Union shall have access to a room designated by the Town during normal business hours to confer with authorized representatives of the Town or the steward for purposes of contract administration. Such visits shall take place during the employee’s break time and shall not interfere with the operation of the Town. The Town may require the Union to give it twenty-four (24) hours prior notice for access by Union representatives.

Section 2 - The Union shall have the right to appoint, from the bargaining unit employees, not more than four (4) officers/stewards, provided that where the presence of a steward is called for under this Agreement, i.e., a grievance meeting, no more than one (1) officer or steward shall be present.

Section 3 - A written list of officers, negotiating committee members and Union stewards shall be furnished to the Town immediately after their designation and the Union shall notify the Town promptly of any change.

Section 4 - One (1) officer or stewards and any necessary witnesses of the Union required to attend grievances and/or arbitrations shall suffer no loss of pay.

Section 5 - Four (4) members of the Union designated as the negotiating committee shall suffer no loss of pay at time spent in contract negotiations.

ARTICLE 24

EVALUATIONS

A copy of an employee’s evaluation forms shall be made available by the Town on an annual basis.

ARTICLE 25

MEDICAL BENEFITS

Tentative Agreement

Section 1 - On the first day of the month following a full-time employee's date of hire, ~~unless the full-time employee's date of hire is the first day of the month, the~~ Town shall make available to ~~its~~ the full-time employees and ~~their~~ his or her dependents Medical and Prescription Drug coverage and Dental coverage (hereinafter referred to as health insurance plan(s)) as defined in Appendix B. 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.

The Town will make available the Century Preferred \$25 Co-Pay Plan ("PPO") and a \$1,500/\$3,000 HDHP until June 30, 2018. Effective July 1, 2018, a \$2,000/\$4,000 HDHP will be implemented and will replace the \$1,500/\$3,000 HDHP. The Town will then contribute 50% of applicable deductible to the employee's HSA for either single coverage or single plus one or family coverage in July of each fiscal year. Employees must be enrolled in the HDHP for the entire plan year or, if a new employee, for the plan year in which (s)he enrolls. The Town's contribution towards the applicable deductible for new employees who select the HDHP will be prorated based upon the month in which the employee begins employment. Employees who choose to be covered by the HDHP, but legally cannot have a HSA, will be covered by an IRS approved Health Reimbursement Arrangement ("HRA"), meaning they will be reimbursed up to 50% of the applicable deductible for out-of-pocket medical expenses incurred when utilizing the HDHP.

Effective July 1, 2018, if an employee chooses to be covered by the Century Preferred \$25 Co-Pay Plan ("PPO"), the employee can "buy-up" to the PPO plan, meaning the employee will pay the difference between what the Town is contributing towards the HDHP (deductible and premium) and the cost of the PPO plan.

The Town of Branford may provide medical, prescription drug and dental 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.

Section 2 - 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 by the Town on a pre-tax basis.

- a. Effective upon ratification and approval, employees shall contribute the following amounts towards the premium cost of the health insurance plans provided by the Town, by weekly payroll deduction:**

HDHP 14%

- b. Effective July 1, 2021, employees shall contribute the following amounts towards the premium cost of the health insurance plans provided by the Town, by weekly payroll deduction:**

HDHP 15%

Section 3 - Life Insurance is provided to all employees after three (3) months of service in the amount of \$70,000.

Tentative Agreement

Section 4 - 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 benefits 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.

Employees hired on or after ratification and approval of this Agreement [the date will be inserted prior to execution] will not be entitled the annual payment for waiving insurance coverage.

ARTICLE 26

HOURS OF WORK

Section 1 - Work Schedules – Regular Weekly Work Schedules shall be determined by the Town and shall not be changed by the Town without at least four (4) weeks' advance notice to the employees affected by the change.

ARTICLE 27

NO DISCRIMINATION

Section 1 - Neither the Town nor the Union shall discriminate in terms of employment or membership, respectively, on the basis of race, color, national origin, religion, sex, age, marital status, union affiliation, sexual orientation or disability. An alleged violation of this Article shall be filed in accordance with the grievance procedure but may not be processed to arbitration.

Section 2 - The Town will not interfere with, restrain or coerce employees covered by this Agreement because of membership in, or activity on behalf of, the Union. The Town will not discriminate nor will it discourage or attempt to discourage membership in the Union or attempt to encourage membership in another Union.

ARTICLE 28

WORKERS' COMPENSATION

Section 1 - An employee injured or disabled in the performance of his/her duties who qualified under the Workers' Compensation Act and its most recent amendments for benefits is entitled to the difference between compensation benefit and his normal daily wage so long as he is disabled for duty.

Section 2 - Provided, however, that the Town's responsibility for benefits in Section 1 shall commence after the employee's workers' compensation claim has been accepted and shall continue until the employee reaches maximum medical improvement or, based upon a physician's examination which may be subject to an Independent Medical Examination, a determination is made that as a result of the employee's injury, the employee will never be able to perform the essential functions of his/her position; however, the period of time that the Town will supplement workers' compensation payments shall not exceed six (6) months over a rolling two (2) year period unless the employee provides the Town with a note from his/her physician within two (2) weeks of the end of the six (6) month period

that the employee will be able to return to work in full duty capacity by the end of the next month in which case the Town continue to supplement workers' compensation benefits to the end of the seventh (7th) month The Town shall be entitled to reimbursement for any payment made under this Section should the employee have recourse against a third party in accordance with the procedures contained in the Workers' Compensation Law. It is understood that at any time during the six (6) month period, or seven (7) month period as stated above, if it is determined that the employee will not ever be able to return to full duty, his/her employment will be separated.

Section 3 - Such disabled employee shall be entitled to all other provisions of the Workers' Compensation Act including medical, surgical, pharmaceutical and hospital care, if he qualifies for Workers' Compensation.

Section 4 - Any employee, at the Town's discretion, shall have an examination by a physician, selected by the Town certifying the employee's ability to perform his duties.

Tentative Agreement

Section 5 - Any employee suffering any illness or injury on the job must immediately report same to the **Director of Human Resources** ~~First Selectman or his designee~~.

Section 6 - Both the employee and the Town recognize and agree that the purpose of Workers' Compensation and other Town-funded or governmental-funded disability programs are to maintain an employee during a period of job-connected disability. It is intended by both parties that under no circumstances would a disabled employee's daily wages ever exceed the daily wage of a similar employee with the same position on active service. Therefore, it is recognized that while the Town obliges itself to so equal a disabled employee's daily wage, that contribution is offset by Workers' Compensation, Town paid disability insurance (if any), light duty payments, Social Security payments, and any other form of program not paid for by the individual. Further, the Town shall be entitled to reimbursement for any payment made under this Section should the employee have recourse against a third party in accordance with the procedures contained in the Workers' Compensation Law.

ARTICLE 29 **MISCELLANEOUS**

Section 1 - Employees are not permitted to use personal cell phones during work time except in the case of an emergency. Employees are free to use personal cell phones during their break time or other non-working time.

Section 2 - The Town and the Union agree to accept the provisions of the Connecticut's Municipal Employees Retirement System ("CMERS"). Contributions made by employees to MERS will be made on a pre-tax basis.

ARTICLE 30
SEPARABILITY/EFFECT OF LEGISLATION

It is understood and agreed that all Agreements herein are subject to applicable laws now or hereafter in effect, and to the lawful regulations, rulings and order of regulatory commissions of agencies having jurisdiction. If any provision of this Agreement is held to be in contravention of any existing or subsequently enacted laws or regulations of the United State of the State of Connecticut, such provision shall be null and void and the parties shall meet to negotiate a revised provision in compliance with law, but all other provisions of this Agreement shall continue in full force and effect.

ARTICLE 31
DURATION

Tentative Agreement

Section 1 - This Agreement shall be effective upon execution and shall remain in full force and effect until June 30, 2022, and from year to year thereafter unless the Union gives the other party written notice by registered or certified mail of its desire to terminate or modify the same in accordance with Municipal Employees Relations Act.

Section 2 - Total Agreement. This working Agreement contains the full and complete agreement between the Town and the Union on all bargainable issues.

Tentative Agreement

Section 3 - Town policies and procedures are set forth in the Employee **Handbook Policy Manual**.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and deals by their duly authorized officers and representatives this as of the day and year as stated:

James B. Cosgrove
First Selectman

Date

**Margaret Lubberda, Director of
Human Resources**

Date

Kevin E. Boyle, UPSEU President

Date

Daniel Bonfiglio, UPSEU Labor
Relations Representative

Date

Jennifer Acquino, Local President

Date

APPENDIX A **WAGES**

Dept #	Position	Hours	2019/2020		2020/2021		2021/2022	
			Hourly	Annual	Hourly	Annual	Hourly	Annual
4113	Zoning Enforcement Officer	40	\$ 30.25	\$ 62,920.00	\$ 31.01	\$ 64,493.00	\$ 31.63	\$ 65,782.86
4113	Assistant Town Planner	40	\$ 35.43	\$ 73,694.40	\$ 36.32	\$ 75,536.76	\$ 37.04	\$ 77,047.50
4119	IT Network Engineer II	40	\$ 32.10	\$ 66,768.00	\$ 32.90	\$ 68,437.20	\$ 33.56	\$ 69,805.94
4119	IT Network Engineer I	40	\$ 35.67	\$ 74,193.60	\$ 36.56	\$ 76,048.44	\$ 37.29	\$ 77,569.41
4120	Payroll Coordinator	40	\$ 21.88	\$ 45,510.40	\$ 22.43	\$ 46,648.16	\$ 22.88	\$ 47,581.12
4201	Crime Analyst	40	\$ 21.91	\$ 45,572.80	\$ 22.46	\$ 46,712.12	\$ 22.91	\$ 47,646.36
4205	Assistant Building Official	40	\$ 37.11	\$ 77,188.80	\$ 38.04	\$ 79,118.52	\$ 38.80	\$ 80,700.89
4206	Animal Control Program Coordinator	40	\$ 18.25	\$ 37,960.00	\$ 18.71	\$ 38,909.00	\$ 19.08	\$ 39,687.18
4206	Assistant Animal Control Officer	40	\$ 20.46	\$ 42,556.80	\$ 20.97	\$ 43,620.72	\$ 21.39	\$ 44,493.13
4206	Animal Control Officer	40	\$ 27.05	\$ 56,264.00	\$ 27.73	\$ 57,670.60	\$ 28.28	\$ 58,824.01
4303	Operations Manager WWTP	40	\$ 41.88	\$ 87,110.40	\$ 42.93	\$ 89,288.16	\$ 43.79	\$ 91,073.92
4305	Assistant Engineer	37.5	\$ 39.13	\$ 76,303.50	\$ 40.11	\$ 78,211.09	\$ 40.91	\$ 79,775.31
4401	Youth Outreach Community Case Manager	40	\$ 22.84	\$ 47,507.20	\$ 23.41	\$ 48,694.88	\$ 23.88	\$ 49,668.78
4401	Counseling Center Receptionist	40	\$ 23.79	\$ 49,483.20	\$ 24.38	\$ 50,720.28	\$ 24.87	\$ 51,734.69
4401	Medical Billing Accounting Specialist	40	\$ 23.93	\$ 49,774.40	\$ 24.53	\$ 51,018.76	\$ 25.02	\$ 52,039.14
4401	Counseling Center Office Manager	40	\$ 24.69	\$ 51,355.20	\$ 25.31	\$ 52,639.08	\$ 25.81	\$ 53,691.86
4402	Senior Center Caseworker	40	\$ 18.19	\$ 37,835.20	\$ 18.64	\$ 38,781.08	\$ 19.02	\$ 39,556.70
4402	Senior Center Program Assistant	40	\$ 20.65	\$ 42,952.00	\$ 21.17	\$ 44,025.80	\$ 21.59	\$ 44,906.32
4402	Transportation Coordinator	40	\$ 23.06	\$ 47,964.80	\$ 23.64	\$ 49,163.92	\$ 24.11	\$ 50,147.20
4402	Senior Center Activities Coordinator	40	\$ 27.80	\$ 57,824.00	\$ 28.50	\$ 59,269.60	\$ 29.06	\$ 60,454.99
4402	Assistant Senior Center Director	40	\$ 30.82	\$ 64,105.60	\$ 31.59	\$ 65,708.24	\$ 32.22	\$ 67,022.40
4602	Library Administrative Assistant	40	\$ 17.88	\$ 37,190.40	\$ 18.33	\$ 38,120.16	\$ 18.69	\$ 38,882.56

*New Hires will start at 85% of the applicable pay rate for the first year of employment. On the first anniversary, the employee will receive 95% of the applicable pay rate. Upon the second anniversary, the employee will receive 100% of the applicable pay rate.



The Summary of Benefits and Coverage (SBC) document will help you choose a health **plan**. The SBC shows you how you and the **plan** would share the cost for covered health care services. **NOTE: Information about the cost of this plan (called the premium) will be provided separately. This is only a summary.** For more information about your coverage, or to get a copy of the complete terms of coverage, <https://eoc.anthem.com/eocdps/aso>. For general definitions of common terms, such as allowed amount, balance billing, coinsurance, copayment, deductible, provider, or other underlined terms see the Glossary. You can view the Glossary at www.healthcare.gov/sbc-glossary/ or call (800) 922-6621 to request a copy.

Important Questions		Answers	Why This Matters:
What is the overall <u>deductible</u> ?		\$0/individual or \$0/2-person or \$0/family for In- <u>Network Providers</u> . \$400/single or \$800/2-person or \$1,000/family for Out-of- <u>Network Providers</u> .	Generally, you must pay all of the costs from <u>providers</u> up to the deductible amount before this <u>plan</u> begins to pay. If you have other family members on the <u>plan</u> , each family member must meet their own individual <u>deductible</u> until the total amount of <u>deductible</u> expenses paid by all family members meets the overall family <u>deductible</u> .
Are there services covered before you meet your <u>deductible</u> ?		No.	You will have to meet the <u>deductible</u> before the <u>plan</u> pays for any services.
Are there other <u>deductibles</u> for specific services?		Yes. \$50 for Out-of- <u>Network Providers</u> for <u>Home Health Care</u> . There are no other specific <u>deductibles</u> .	You must pay all of the costs for these services up to the specific <u>deductible</u> amount before this <u>plan</u> begins to pay for these services.
What is the <u>out-of-pocket limit</u> for this <u>plan</u> ?		\$6,600/individual or \$13,200/family for In- <u>Network Providers</u> . \$2,400/individual, or \$7,200/family for Out-of- <u>Network Providers</u> . <u>Premiums</u> , <u>Balance-Billing</u> charges, and Health Care this <u>plan</u> doesn't cover.	The <u>out-of-pocket limit</u> is the most you could pay in a year for covered services. If you have other family members in this <u>plan</u> , they have to meet their own <u>out-of-pocket limits</u> until the overall family <u>out-of-pocket limit</u> has been met.
What is not included in the <u>out-of-pocket limit</u> ?			Even though you pay these expenses, they don't count toward the <u>out-of-pocket limit</u> .
Will you pay less if you use a <u>network provider</u> ?		Yes, PPO. See www.anthem.com or call (800) 922-6621 for a list of <u>network providers</u> .	This <u>plan</u> uses a <u>provider network</u> . You will pay less if you use a <u>provider</u> in the <u>plan's network</u> . You will pay the most if you use an out-of- <u>network provider</u> , and you might receive a bill from a <u>provider</u> for the difference between the <u>provider's</u> charge and what your <u>plan</u> pays (<u>balance billing</u>). Be aware your <u>network provider</u> might use an out-of- <u>network provider</u> for some services (such as lab work). Check with your <u>provider</u> before you get services.
Do you need a <u>referral</u> to see a <u>specialist</u> ?		No.	You can see the <u>specialist</u> you choose without a <u>referral</u> .



All copayment and coinsurance costs shown in this chart are after your deductible has been met, if a deductible applies.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you visit a health care <u>provider's office</u> or clinic	Primary care visit to treat an injury or illness	\$25/visit	30% <u>coinsurance</u>	-----none-----
	<u>Specialist</u> visit	\$25/visit	30% <u>coinsurance</u>	-----none-----
	<u>Preventive care/screening/immunization</u>	No charge	30% <u>coinsurance</u>	You may have to pay for services that aren't preventive. Ask your <u>provider</u> if the services needed are preventive. Then check what your <u>plan</u> will pay for.
If you have a test	<u>Diagnostic test</u> (x-ray, blood work)	No charge	30% <u>coinsurance</u>	-----none-----
	Imaging (CT/PET scans, MRIs)	\$75/visit	30% <u>coinsurance</u>	.
If you need drugs to treat your illness or condition More information about <u>prescription drug coverage</u> is available at http://www.anthem.com/pharmacyinformation/ National	Tier 1 - Typically Generic	\$5/prescription (retail) and \$10/prescription (home delivery)	30% <u>coinsurance</u> of the In- <u>Network</u> allowance plus the difference between Anthem Blue Cross and Blue Shield's payment and the pharmacist's actual charge.	\$750 Annual Maximum per member. *See Prescription Drug section Deductible and coinsurance apply <i>after</i> maximum above is met.
	Tier 2 - Typically Preferred / Brand	\$20/prescription (retail) and \$40/prescription (home delivery)	30% <u>coinsurance</u> of the In- <u>Network</u> allowance plus the difference between Anthem Blue Cross and Blue Shield's payment and the pharmacist's actual charge.	
	Tier 3 - Typically Non-Preferred / <u>Specialty Drugs</u>	\$35/prescription (retail) and \$70/prescription (home delivery)	30% <u>coinsurance</u> of the In- <u>Network</u> allowance plus the difference between Anthem Blue Cross and Blue Shield's payment and the pharmacist's actual charge.	
	Tier 4 - Typically <u>Specialty Drugs</u>	Not Applicable	Not Applicable	

* For more information about limitations and exceptions, see plan or policy document at <https://eoc.anthem.com/eocdps/aso>.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	\$150/visit	30% coinsurance	Failure to obtain preauthorization may result in non-coverage or reduced coverage. -----none-----
	Physician/surgeon fees	No charge	30% coinsurance	
	Emergency room care	\$100/visit	Covered as In- Network	Copay waived if admitted.
If you need immediate medical attention	Emergency medical transportation	No charge	Covered as In- Network	-----none-----
	Urgent care	\$75/visit	Not covered	Walk-in-centers: \$25/visit for In- Network Providers and 20% coinsurance for Non- Network Providers .
	Facility fee (e.g., hospital room)	\$500/admission	30% coinsurance	Copay is waived if readmitted within 30 days for same diagnosis. Failure to obtain preauthorization may result in non-coverage or reduced coverage. -----none-----
If you have a hospital stay	Physician/surgeon fees	No charge	30% coinsurance	
	Outpatient services	Office Visit \$25/visit Other Outpatient \$25/visit	Office Visit 30% coinsurance Other Outpatient 30% coinsurance	Office Visit -----none----- Other Outpatient -----none-----
	Inpatient services	\$500/admission	30% coinsurance	Copay is waived if readmitted within 30 days for same diagnosis. Failure to obtain preauthorization may result in non-coverage or reduced coverage.
If you are pregnant	Office visits	\$25/visit	30% coinsurance	Copay applies to initial visit. There may be other levels of cost share that are contingent on how services are provided. Copay is waived if readmitted within 30 days for same diagnosis. Failure to obtain preauthorization may result in non-coverage or reduced coverage.
	Childbirth/delivery professional services	No charge	20% coinsurance	
	Childbirth/delivery facility services	\$500/admission	30% coinsurance	Maternity care may include tests and services described elsewhere in the SBC (i.e. ultrasound.)
	Home health care	No charge	30% coinsurance	200 visits/ benefit period.

* For more information about limitations and exceptions, see [plan](#) or policy document at <https://eoc.anthem.com/eocdps/aso>.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you need help recovering or have other special health needs	<u>Rehabilitation services</u>	\$500/per stay	30% <u>coinsurance</u>	*See Therapy Services section
	<u>Habilitation services</u>	No charge	20% <u>coinsurance</u>	
	<u>Skilled nursing care</u>	\$500/admission	30% <u>coinsurance</u>	120 day limit/benefit period. <u>Copay</u> is waived if readmitted within 30 days for same diagnosis. Failure to obtain preauthorization may result in non-coverage or reduced coverage. <u>Copay</u> is waived if admitted within 3 days of hospital discharge.
	<u>Durable medical equipment</u>	No charge	30% <u>coinsurance</u>	-----none-----
	<u>Hospice services</u>	No charge	30% <u>coinsurance</u>	-----none-----
If your child needs dental or eye care	Children's eye exam	No charge	30% <u>coinsurance</u>	
	Children's glasses	Not covered	Not covered	*See Vision Services section
	Children's dental check-up	Not covered	Not covered	*See Dental Services section

Excluded Services & Other Covered Services:

Services Your <u>Plan</u> Generally Does NOT Cover (Check your policy or <u>plan</u> document for more information and a list of any other <u>excluded services</u> .)	
<ul style="list-style-type: none"> • Cosmetic surgery • Routine foot care unless you have been diagnosed with diabetes. 	<ul style="list-style-type: none"> • Dental care (adult) • Long-term care • Weight loss programs
Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your <u>plan</u> document.)	
<ul style="list-style-type: none"> • Acupuncture • Hearing aids • Private-duty nursing 	<ul style="list-style-type: none"> • Bariatric surgery • Chiropractic care 50 visits/benefit period. • Infertility treatment • Most coverage provided outside the United States www.bcbs.com/bluecardworldwide • Routine eye care (adult)

Your Rights to Continue Coverage: There are agencies that can help if you want to continue your coverage after it ends. The contact information for those agencies is: Department of Health and Human Services, Center for Consumer Information and Insurance Oversight, at 1-877-267-2323 x61565 or www.ccio.cms.gov. Other coverage options may be available to you too, including buying individual insurance coverage through the Health Insurance Marketplace. For more information about the [Marketplace](http://www.HealthCare.gov), visit www.HealthCare.gov or call 1-800-318-2596.

Your Grievance and Appeals Rights: There are agencies that can help if you have a complaint against your [plan](#) for a denial of a [claim](#). This complaint is called a [grievance](#) or [appeal](#). For more information about your rights, look at the explanation of benefits you will receive for that medical [claim](#). Your [plan](#) documents also provide complete information to submit a [claim](#), [appeal](#), or a [grievance](#) for any reason to your [plan](#). For more information about your rights, this notice, or assistance, contact:

ATTN: Grievances and Appeals, P.O. Box 1038, North Haven, CT 06473-4201

Does this plan provide Minimum Essential Coverage? Yes

If you don't have [Minimum Essential Coverage](#) for a month, you'll have to make a payment when you file your tax return unless you qualify for an exemption from the requirement that you have health coverage for that month.

Does this plan meet the Minimum Value Standards? Yes

If your [plan](#) doesn't meet the [Minimum Value Standards](#), you may be eligible for a [premium tax credit](#) to help you pay for a [plan](#) through the [Marketplace](#).

_____ To see examples of how this plan might cover costs for a sample medical situation, see the next section.

About these Coverage Examples:



This is not a cost estimator. Treatments shown are just examples of how this plan might cover medical care. Your actual costs will be different depending on the actual care you receive, the prices your providers charge, and many other factors. Focus on the cost sharing amounts (deductibles, copayments and coinsurance) and excluded services under the plan. Use this information to compare the portion of costs you might pay under different health plans. Please note these coverage examples are based on self-only coverage.

Peg is Having a Baby
(9 months of in-network pre-natal care and a hospital delivery)

- The plan's overall deductible \$0
- Specialist copayment \$20
- Hospital (facility) copayment \$250
- Other coinsurance 0%

This EXAMPLE event includes services like:

- Specialist office visits (*prenatal care*)
- Childbirth/Delivery Professional Services
- Childbirth/Delivery Facility Services
- Diagnostic tests (*ultrasounds and blood work*)
- Specialist visit (*anesthesia*)

Total Example Cost	\$12,840
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In this example, Peg would pay:

<u>Cost Sharing</u>	
<u>Deductibles</u>	\$0
<u>Copayments</u>	\$560
<u>Coinsurance</u>	\$0
<i>What isn't covered</i>	
Limits or exclusions	\$60
The total Peg would pay is	\$620

Managing Joe's type 2 Diabetes
(a year of routine in-network care of a well-controlled condition)

- The plan's overall deductible \$0
- Specialist copayment \$20
- Hospital (facility) copayment \$250
- Other coinsurance 0%

This EXAMPLE event includes services like:

- Primary care physician office visits (*including disease education*)
- Diagnostic tests (*blood work*)
- Prescription drugs
- Durable medical equipment (*glucose meter*)

Total Example Cost	\$7,460
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In this example, Joe would pay:

<u>Cost Sharing</u>	
<u>Deductibles</u>	\$0
<u>Copayments</u>	\$200
<u>Coinsurance</u>	\$0
<i>What isn't covered</i>	
Limits or exclusions	\$21
The total Joe would pay is	\$221

Mia's Simple Fracture
(in-network emergency room visit and follow up care)

- The plan's overall deductible \$0
- Specialist copayment \$20
- Hospital (facility) copayment \$250
- Other coinsurance 0%

This EXAMPLE event includes services like:

- Emergency room care (*including medical supplies*)
- Diagnostic test (*x-ray*)
- Durable medical equipment (*crutches*)
- Rehabilitation services (*physical therapy*)

Total Example Cost	\$2,010
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In this example, Mia would pay:

<u>Cost Sharing</u>	
<u>Deductibles</u>	\$0
<u>Copayments</u>	\$285
<u>Coinsurance</u>	\$0
<i>What isn't covered</i>	
Limits or exclusions	\$0
The total Mia would pay is	\$285

The plan would be responsible for the other costs of these EXAMPLE covered services.



The Summary of Benefits and Coverage (SBC) document will help you choose a health [plan](#). The SBC shows you how you and the [plan](#) would share the cost for covered health care services. NOTE: Information about the cost of this [plan](#) (called the [premium](#)) will be provided separately. This is only a summary. For more information about your coverage, or to get a copy of the complete terms of coverage, <https://eoc.anthem.com/eocdps/aso>. For general definitions of common terms, such as [allowed amount](#), [balance billing](#), [coinsurance](#), [copayment](#), [deductible](#), [provider](#), or other underlined terms see the Glossary. You can view the Glossary at www.healthcare.gov/sbc-glossary/ or call (800) 922-6621 to request a copy.

Important Questions		Answers	Why This Matters:
What is the overall deductible ?		\$2,000 / single or \$4,000 / family. All Providers .	Generally, you must pay all of the costs from providers up to the deductible amount before this plan begins to pay. If you have other family members on the policy, the overall family deductible must be met before the plan begins to pay.
Are there services covered before you meet your deductible ?		Yes. Preventive care and Vision exam for In- Network Providers .	This plan covers some items and services even if you haven't yet met the deductible amount. But a copayment or coinsurance may apply. For example, this plan covers certain preventive services without cost-sharing and before you meet your deductible . See a list of covered preventive services at https://www.healthcare.gov/coverage/preventive-care-benefits/ .
Are there other deductibles for specific services?		No.	You don't have to meet deductibles for specific services.
What is the out-of-pocket limit for this plan ?		\$2,000 / single or \$4,000 / family for In- Network Providers . \$5,000 / single or \$10,000 / family for Out-of- Network Providers .	The out-of-pocket limit is the most you could pay in a year for covered services. If you have other family members in this plan , they have to meet their own out-of-pocket limits until the overall family out-of-pocket limit has been met.
What is not included in the out-of-pocket limit ?		Premiums , balance-billing charges, and health care this plan doesn't cover.	Even though you pay these expenses, they don't count toward the out-of-pocket limit .
Will you pay less if you use a network provider ?		Yes, PPO. See www.anthem.com or call (800) 922-6621 for a list of network providers .	This plan uses a provider network . You will pay less if you use a provider in the plan's network . You will pay the most if you use an out-of- network provider , and you might receive a bill from a provider for the difference between the provider's charge and what your plan pays (balance billing). Be aware your network provider might use an out-of- network provider for some services (such as lab work). Check with your provider before you get services.
Do you need a referral to see a specialist ?		No.	You can see the specialist you choose without a referral .

 All copayment and coinsurance costs shown in this chart are after your deductible has been met, if a deductible applies.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you visit a health care <u>provider's office</u> or <u>clinic</u>	Primary care visit to treat an injury or illness	0% <u>coinsurance</u>	20% <u>coinsurance</u>	-----none-----
	<u>Specialist</u> visit	0% <u>coinsurance</u>	20% <u>coinsurance</u>	-----none-----
	<u>Preventive care/screening/immunization</u>	No charge	20% <u>coinsurance</u>	You may have to pay for services that aren't preventive. Ask your <u>provider</u> if the services needed are preventive. Then check what your <u>plan</u> will pay for.
If you have a test	<u>Diagnostic test</u> (x-ray, blood work)	Lab – Office 0% <u>coinsurance</u> X-Ray – Office 0% <u>coinsurance</u>	Lab – Office 20% <u>coinsurance</u> X-Ray – Office 20% <u>coinsurance</u>	Lab – Office -----none----- X-Ray – Office Includes coverage for Breast Tomosynthesis.
	Imaging (CT/PET scans, MRIs)	0% <u>coinsurance</u>	20% <u>coinsurance</u>	-----none-----
If you need drugs to treat your illness or condition More information about <u>prescription drug coverage</u> is available at http://www.anthem.com/pharmacyinformation/ National	Tier 1 - Typically Generic	0% <u>coinsurance</u>	20% <u>coinsurance</u> (retail) and 20% <u>coinsurance</u> (home delivery)	*See Prescription Drug section
	Tier 2 - Typically <u>Preferred</u> / Brand	0% <u>coinsurance</u>	20% <u>coinsurance</u> (retail) and 20% <u>coinsurance</u> (home delivery)	
	Tier 3 - Typically Non-Preferred / <u>Specialty Drugs</u>	0% <u>coinsurance</u>	20% <u>coinsurance</u> (retail) and 20% <u>coinsurance</u> (home delivery)	
	Tier 4 - Typically <u>Specialty</u> (brand and generic)	0% <u>coinsurance</u>	20% <u>coinsurance</u> (retail) and 20% <u>coinsurance</u> (home delivery)	
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	0% <u>coinsurance</u>	20% <u>coinsurance</u>	-----none-----
	Physician/surgeon fees	0% <u>coinsurance</u>	20% <u>coinsurance</u>	-----none-----
If you need immediate medical attention	<u>Emergency room care</u>	0% <u>coinsurance</u>	Covered as In-Network	-----none-----
	<u>Emergency medical transportation</u>	0% <u>coinsurance</u>	20% <u>coinsurance</u>	-----none-----
	<u>Urgent care</u>	0% <u>coinsurance</u>	Not covered	-----none-----
	Facility fee (e.g., hospital room)	0% <u>coinsurance</u>	20% <u>coinsurance</u>	-----none-----

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you have a hospital stay If you need mental health, behavioral health, or substance abuse services	Physician/surgeon fees	0% <u>coinsurance</u>	20% <u>coinsurance</u>	-----none-----
	Outpatient services	Office Visit 0% <u>coinsurance</u> Other Outpatient 0% <u>coinsurance</u>	Office Visit 20% <u>coinsurance</u> Other Outpatient 20% <u>coinsurance</u>	Office Visit -----none----- Other Outpatient -----none-----
	Inpatient services	0% <u>coinsurance</u>	20% <u>coinsurance</u>	-----none-----
	Office visits	0% <u>coinsurance</u>	20% <u>coinsurance</u>	
If you are pregnant	Childbirth/delivery professional services	0% <u>coinsurance</u>	20% <u>coinsurance</u>	Maternity care may include tests and services described elsewhere in the SBC (i.e. ultrasound).
	Childbirth/delivery facility services	0% <u>coinsurance</u>	20% <u>coinsurance</u>	
	Home health care	0% <u>coinsurance</u>	20% <u>coinsurance</u>	
	Rehabilitation services	0% <u>coinsurance</u>	20% <u>coinsurance</u>	
If you need help recovering or have other special health needs	Habilitation services	0% <u>coinsurance</u>	20% <u>coinsurance</u>	*See Therapy Services section
	Skilled nursing care	0% <u>coinsurance</u>	20% <u>coinsurance</u>	120 days limit/benefit period.
	Durable medical equipment	0% <u>coinsurance</u>	20% <u>coinsurance</u>	*See Durable Medical Equipment Section
	Hospice services	0% <u>coinsurance</u>	20% <u>coinsurance</u>	-----none-----
If your child needs dental or eye care	Children's eye exam	No charge	20% <u>coinsurance</u>	*See Vision Services section
	Children's glasses	Not covered	Not covered	
	Children's dental check-up	Not covered	Not covered	

Excluded Services & Other Covered Services:

Services Your <u>Plan</u> Generally Does NOT Cover (Check your policy or <u>plan</u> document for more information and a list of any other <u>excluded services</u> .)	
<ul style="list-style-type: none">• Cosmetic surgery• Glasses for a child• Routine foot care unless you have been diagnosed with diabetes.	<ul style="list-style-type: none">• Dental care (adult)• Long- term care• Weight loss programs
<ul style="list-style-type: none">• Dental Check-up• Private-duty nursing	

Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your <u>plan</u> document.)	
<ul style="list-style-type: none">• Acupuncture Coverage is limited to Pain Management.• Hearing aids• Routine eye care (adult)	<ul style="list-style-type: none">• Bariatric surgery• Infertility treatment
	<ul style="list-style-type: none">• Chiropractic/PT/OT/Chiro 50 visits/benefit period.• Most coverage provided outside the United States. See www.bcbsglobalcare.com

Your Rights to Continue Coverage: There are agencies that can help if you want to continue your coverage after it ends. The contact information for those agencies is: Department of Health and Human Services, Center for Consumer Information and Insurance Oversight, 1-877-267-2323 x61565, www.cciio.cms.gov. Other coverage options may be available to you too, including buying individual insurance coverage through the Health Insurance Marketplace. For more information about the Marketplace, visit www.HealthCare.gov or call 1-800-318-2596.

Your Grievance and Appeals Rights: There are agencies that can help if you have a complaint against your plan for a denial of a claim. This complaint is called a grievance or appeal. For more information about your rights, look at the explanation of benefits you will receive for that medical claim. Your plan documents also provide complete information to submit a claim, appeal, or a grievance for any reason to your plan. For more information about your rights, this notice, or assistance, contact:

ATTN: Grievances and Appeals, P.O. Box 1038, North Haven, CT 06473-4201

Department of Health and Human Services, Center for Consumer Information and Insurance Oversight, 1-877-267-2323 x61565, www.cciio.cms.gov

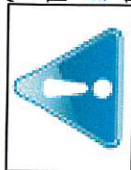
Does this plan provide Minimum Essential Coverage? Yes

If you don't have Minimum Essential Coverage for a month, you'll have to make a payment when you file your tax return unless you qualify for an exemption from the requirement that you have health coverage for that month.

Does this plan meet the Minimum Value Standards? Yes

If your plan doesn't meet the Minimum Value Standards, you may be eligible for a premium tax credit to help you pay for a plan through the Marketplace.

_____ To see examples of how this plan might cover costs for a sample medical situation, see the next section.



This is not a cost estimator. Treatments shown are just examples of how this plan might cover medical care. Your actual costs will be different depending on the actual care you receive, the prices your providers charge, and many other factors. Focus on the cost sharing amounts (deductibles, copayments and coinsurance) and excluded services under the plan. Use this information to compare the portion of costs you might pay under different health plans. Please note these coverage examples are based on self-only coverage.

Peg is Having a Baby
(9 months of in-network pre-natal care and a hospital delivery)

- The plan's overall deductible \$2,000
- Specialist coinsurance 0%
- Hospital (facility) coinsurance 0%
- Other coinsurance 0%

This EXAMPLE event includes services like:

- Specialist office visits (*prenatal care*)
- Childbirth/Delivery Professional Services
- Childbirth/Delivery Facility Services
- Diagnostic tests (*ultrasounds and blood work*)
- Specialist visit (*anesthesia*)

Total Example Cost	\$12,840
--------------------	----------

In this example, Peg would pay:

Cost Sharing	
<u>Deductibles</u>	\$2,000
<u>Copayments</u>	\$0
<u>Coinsurance</u>	\$0
What isn't covered	
Limits or exclusions	\$60
The total Peg would pay is	\$2,060

Managing Joe's type 2 Diabetes
(a year of routine in-network care of a well-controlled condition)

- The plan's overall deductible \$2,000
- Specialist coinsurance 0%
- Hospital (facility) coinsurance 0%
- Other coinsurance 0%

This EXAMPLE event includes services like:

- Primary care physician office visits (*including disease education*)
- Diagnostic tests (*blood work*)
- Prescription drugs
- Durable medical equipment (*glucose meter*)

Total Example Cost	\$7,460
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In this example, Joe would pay:

Cost Sharing	
<u>Deductibles</u>	\$2,000
<u>Copayments</u>	\$940
<u>Coinsurance</u>	\$0
What isn't covered	
Limits or exclusions	\$55
The total Joe would pay is	\$2,995

Mia's Simple Fracture
(in-network emergency room visit and follow up care)

- The plan's overall deductible \$2,000
- Specialist coinsurance 0%
- Hospital (facility) coinsurance 0%
- Other coinsurance 0%

This EXAMPLE event includes services like:

- Emergency room care (*including medical supplies*)
- Diagnostic test (*x-ray*)
- Durable medical equipment (*crutches*)
- Rehabilitation services (*physical therapy*)

Total Example Cost	\$2,010
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In this example, Mia would pay:

Cost Sharing	
<u>Deductibles</u>	\$1,925
<u>Copayments</u>	\$0
<u>Coinsurance</u>	\$0
What isn't covered	
Limits or exclusions	\$0
The total Mia would pay is	\$1,925

The plan would be responsible for the other costs of these EXAMPLE covered services.

APPENDIX C

LONGEVITY

Regular full-time employees are eligible for longevity pay based on the following schedule:

5-9 years of continuous service	\$ 250
10-14 years of continuous service	\$ 500
15-19 years of continuous service	\$ 750
20 and over years of continuous service	\$1,000

Employees hired after July 9, 2014 will not be eligible for longevity pay.

MEMORANDUM OF AGREEMENT

The Town of Branford (hereinafter referred to as the "Town") and UPSEU (hereinafter referred to as the "Union") agree as follows:

1. The Director of Human Resources or her designee will set-up a task force to discuss possible wellness provisions that could be incorporated into the health insurance benefit plan for 2021-2022 with the goal of reducing the overall cost of the health insurance premiums and thereby costs to the Town's employees.
2. The Director of Human Resources will designate certain members of the Union to participate in the task force which will begin after the UPSEU contract has been approved by the RTM.

Town of Branford

By _____
Margaret M. Luberda
Director of Human Resources

Date _____

UPSEU

By _____
Jennifer Aquino

Date _____