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W. Arpin
BRANFORD TOWN CLERK

**Representative Town Meeting
January 10, 2024
Meeting Minutes**

Moderator: Maryann Amore	Clerk: Frank Twohill
Majority Leader: Tracy Everson	Minority Leader: Victoria Verderame

The RTM convened on Wednesday, January 10, 2024, at 8:00 p.m. to consider and act upon the following matters. (This meeting was held solely via Zoom.)

Clerk Twohill led the body in the Pledge of Allegiance.

1. Roll Call:

Representatives Present: Adams, Adelman, Alfone, Amore, Anderson, Black, Bonenberger, Brooks, Dahill, Everson, Greenberg, Hartwell, Hentschel, Hynes, Ingraham, Keefe, Laich, Larsson, Loffredo, McCall, McCormack, Neupane, Popolizio, Sharkey, Soomro, Twohill, Verderame, Waterman.

Representatives Absent: Maresca.

Ex-Officios Present: First Selectman Cosgrove, Selectman Higgins and Town Clerk Arpin.

2. Approval of the minutes of the regular December 13, 2023, meeting.

Motion to approve made by Rep. Laich, 2nd by Rep. Anderson. The minutes were approved by voice vote, 26-0, 1 abstain.

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

None.

4. To consider, and if appropriate, approve the tentative agreement by and between the Town of Branford and the **Town of Branford Employees, UPSEU, (United Public Services Employees Union) through June 30, 2026.**

Rep. Adelman stated Administrative Services met on this contract on January 2nd. It was ratified on December 21, 2023. H.R. Director Luberda presented the proposed contract to the committee. The mediated contract is for 4 years, retroactive to July 1, 2022. Wages go up 2.5% each year. There are increases made in the health insurance employee contributions in 2022 and 2024. Administrative Services voted 6-0 to approve this contract. Rep. Adelman made a motion to approve the item. The contract passed unanimously in a roll call vote, 27-0.

5. To consider, and if appropriate, approve the tentative agreement by and between the Town of Branford and the **Town Hall Employees**, UPSEU, (United Public Services Employees Union) Local #405 through June 30, 2026.

Rep. Adelman stated the Administrative Services Committee heard this item on January 2nd. It was ratified on December 22, 2023. H.R. Director Luberda presented the proposal to the Committee. The mediated contract is for 4 years, retroactive to July 1, 2022. Wages go up 2.5% per year. There are increases made in the health insurance employee contributions in 2024 and 2025. Administrative Services voted 6-0 to approve this contract. Rep. Adelman made a motion to approve this contract. The item passed unanimously in a roll call vote, 27-0.

6. A Brief Presentation by Peter Hentschel, Chair of the Coastal Vulnerability Working Group was made. ***Coastal Vulnerability and Resilience in Branford – what is being done and the role of the RTM. (This was a graphic presentation).*** Rep. Hentschel described the present and future situations in Branford with photos, maps and graphic overlays. He described what the Coastal Vulnerability and Resilience Ad-Hoc body has been doing. The group has been monitoring and assessing coastal vulnerability and resilience in Branford along our low-lying coastline, including pinpointing areas of special concern. A sewer treatment plant study has been commissioned to recommend ways to make it resistant to higher sea levels caused by global warming. Rep. Hentschel invited all RTM Reps. to attend the monthly Coastal Vulnerability and Resiliency zoom meetings.

7. Any other business to come before the RTM.

- 1) Rep. Brooks stated that there have been no new police officers hired since 2004. The '25 F.Y. police budget will request funding for 2 new additional police officers and we should support this proposal at budget time. Rep. Brooks further stated that he favored moving up the timeline and not waiting until budget time. Rep. Ingraham agreed with hiring 2 new additional police officers and moving up the timeline as well.
- 2) In recognition of 38 years of service to the RTM, First Selectman Cosgrove presented Dennis Flanigan with a Certificate of Distinguished Service on behalf of the RTM and Town of Branford. Dennis expressed his appreciation for the recognition and the presentation was followed by a round of applause. Comments of gratitude were also made by Rep. Amore, Rep. Everson, Rep. Verderame and Town Clerk Arpin.

8. **Adjournment** – Motion to adjourn at 7:59 p. m made by Rep. Everson, 2nd by Rep. McCormack.

See the BCTV recording of this meeting for details of the conversations.

Frank Twohill, RTM Clerk
Dated this 11th day of January 2024

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HUMAN RESOURCES DEPARTMENT

2023 DEC 22 A 11:40

BRANFORD, CONNECTICUT

Item #4

MARGARET LUBERDA
Director of Human Resources



BRANFORD TOWN CLERK

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December 22, 2023

To: Maryann Amore, 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 to June 30, 2026.

Attached is the above-captioned tentative agreement, which was ratified by the members of the Branford Employees Union, UPSEU on December 21, 2023.

Highlighted Negotiated Contract Results:

Article 3, Recognition, page 4

Updated the contract to include MOA title changes to better enhance job titles more relevant to increasing candidate talent hiring pool and the position's responsibilities. Position title changes included Crime Research, Police Accreditation and Special Projects Manager; Senior IT Systems Administrator; IT Systems Administrator; Library Coordinator and Civil Design Engineer.

Article 11, Wages, page 9-10

July 1, 2022	2.5%
July 1, 2023	2.5%
July 1, 2024	2.5%
July 1, 2025	2.5%

Article 14, Vacations, page 11

Modified vacation eligibility from a July 1 increase date for all to an eligibility anniversary or date of hire. No more than 5 days of carry over vacation may be requested to a maximum of 25 carry over vacation days.

Article 15, Compensation Time Off In Lieu of Overtime Pay, page 13

An employee who earns compensation time off can use this time within 12 weeks of it being earned as compared to within 10 weeks in the former contract. Employees will not be required by their Supervisors to change their regular scheduled work hours so that they will not be able to accrue compensatory time off.

Article 19, Family, Medical, Military and Leave of Absence, page 15

If requested in writing, the Town may either grant or deny an unpaid leave of absence in its sole discretion.

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REPRESENTATIVE

Article 25, Medical Benefits, page 19-20

Stated the Medical and Prescription Employee Programs are covered by the CT Partnership Plan 2.0

July 1, 2022	15%	health insurance plans employee contribution
July 1, 2023	15%	health insurance plans employee contribution
July 1, 2024	16%	health insurance plans employee contribution
July 1, 2025	16%	health insurance plans employee contribution

Article 31, Duration, page 23

The duration of this contract is through June 30, 2026.

Thank you for your time and consideration.

Happy Holidays!

Item #4

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BRANFORD TOWN CLERK

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

Tentative Agreement

Expires June 30, 2026

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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~~ **Crime Research, Police Accreditation and Special Projects Manager**, Senior Center Activity Coordinator, Medical Billing Accounting Supervisor, ~~IT Network Engineer~~ **IT Systems Administrator, Senior IT Systems Administrator**, 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 Library Coordinator**, Office Manager Counseling Center, Operations Manager Waste Water Treatment Plant, Senior Center Program Assistant, Assistant Town Engineer, **Civil Design 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) **Check Off.** The Town will deduct from the first regular bi-weekly paycheck issued each month to each Employee who authorizes such deduction, in writing, such regular monthly membership dues 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.

Section 3 - 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 2026 are as follows:

Upon execution and retroactive to 7/1/22 for employees on the payroll as of execution – 2.5%

Upon execution and retroactive to 7/1/23 for employees on the payroll as of execution – 2.5%

Fiscal Year 2024 – 2025 – 2.5%

Fiscal Year 2025 – 2026 – 2.5%

*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 employee's start date during the first fiscal year of employment:

Start Date	Earned on the 91 st 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 1 – Effective the date of ratification, newly hired full-time employees will earn five (5) vacation days on their 91st day of employment. These days must be used within the first year of employment.

Effective July 1, 2024, on the employee's first anniversary date of hire and thereafter, full-time employees will be granted with ten (10) vacation days to be used within the year.

On the anniversary date of hire following completion of five (5) years of employment, full-time employees will be granted sixteen (16) vacation days.

On the anniversary date of hire following completion of six (6) years of employment, full-time employees will be granted seventeen (17) vacation days.

On the anniversary date of hire following completion of seven (7) years of employment, full-time employees will be granted eighteen (18) vacation days.

On the anniversary date of hire following completion of eight (8) years of employment, full-time employees will be granted nineteen (19) vacation days.

On the anniversary date of hire following completion of nine (9) years of employment, full-time employees will be granted 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.

Tentative Agreement

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. These days will automatically carry over within ADP Time & Attendance. Employees may not request to have any additional days carried over.

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.

Section 6 - All requests for vacation must be approved by the employee's Department Head through the ADP E-Time system.

Section 7 - The 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.

Tentative Agreement

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)~~ ten (10) weeks of being accrued at a time that is approved by the employee's Department Head. **The Department Head can extend the ten (10) week period to twelve (12) weeks if the employee is unable to take his/her compensatory time off within ten (10) weeks of being accrued.**

Employees will not be required by their supervisor to change their regularly scheduled hours of work during the workweek so they will not be able to accrue compensatory time off.

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.

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.

Section 5 - An employee absent on sick leave shall be required to call the employee's Department Head 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.

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 July 9, 2014, 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;

(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**

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.

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

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.

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)). **The Medical and Prescription drug coverage will be provided by the Connecticut Partnership Plan 2.0. A Medical Benefit Summary is attached as Appendix __, 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.

Tentative Agreement

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 execution of this Agreement that expires on June 30, 2026, employees shall contribute the following amounts towards the premium cost of the health insurance plans provided by the Town, by bi-weekly payroll deduction:**

CT Partnership Plan 2.0 - 15%

- b. Effective July 1, 2024, employees shall contribute the following amounts towards the premium cost of the health insurance plans provided by the Town, by bi-weekly payroll deduction:**

CT Partnership Plan 2.0 - 16%

- c. Effective July 1, 2025, employees shall contribute the following amounts towards the premium cost of the health insurance plans provided by the Town, by bi-weekly payroll deduction:**

CT Partnership Plan 2.0 - 16%

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

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 November 23, 2020 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.

Section 5 - Any employee suffering any illness or injury on the job must immediately report same to the Director of Human Resources.

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, 2026, 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.

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

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 Luberda, Director of
Human Resources

Date

Kevin E. Boyle, UPSEU President

Date

Daniel Bonfiglio, UPSEU Labor
Relations Representative

Date

Jennifer Acquino, Local President

Date

***Also, the Union agrees to withdraw, with prejudice, MPP-35096 and the corresponding grievance filed and pending before the Board of Mediation and Arbitration.**

Appendix A

APPENDIX A
WAGE SCALE 7/1/2022 - 6/30/2026

Dept#	Position	Hours	2021-2022		2022-2023		2023-2024		2024-2025		2025-2026	
			Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual
4113	Zoning Enforcement Officer	40	\$ 31.63	\$ 65,790.40	\$ 37.42	\$ 67,493.60	\$ 33.23	\$ 68,118.40	\$ 34.05	\$ 70,844.80	\$ 34.91	\$ 71,612.80
4113	Assistant Town Planner	40	\$ 37.04	\$ 77,043.20	\$ 37.97	\$ 78,977.60	\$ 38.92	\$ 81,953.60	\$ 39.89	\$ 82,971.20	\$ 40.89	\$ 85,051.20
4119	IT Systems Administrator	40	\$ 37.29	\$ 77,563.20	\$ 38.22	\$ 79,487.60	\$ 39.18	\$ 81,494.40	\$ 40.16	\$ 83,532.80	\$ 41.16	\$ 85,612.80
4119	Senior IT Systems Administrator	40	\$ 42.07	\$ 87,505.60	\$ 43.12	\$ 89,683.60	\$ 44.20	\$ 91,936.00	\$ 45.31	\$ 94,244.80	\$ 46.44	\$ 96,595.20
4120	Payroll Coordinator	40	\$ 22.88	\$ 47,590.40	\$ 23.45	\$ 48,776.00	\$ 24.04	\$ 50,003.20	\$ 24.64	\$ 51,251.20	\$ 25.26	\$ 52,540.80
4261	Crime Research, Police Accreditation & Special Projects Manager	40	\$ 31.25	\$ 65,000.00	\$ 32.03	\$ 66,672.40	\$ 32.83	\$ 68,286.40	\$ 33.65	\$ 69,992.00	\$ 34.49	\$ 71,739.20
4205	Assistant Building Official	40	\$ 38.80	\$ 80,704.00	\$ 39.77	\$ 82,771.60	\$ 40.76	\$ 84,780.80	\$ 41.78	\$ 86,902.40	\$ 42.82	\$ 89,065.60
4206	Animal Control Program Coordinator	40	\$ 19.08	\$ 39,686.40	\$ 19.56	\$ 40,684.80	\$ 20.05	\$ 41,704.00	\$ 20.55	\$ 42,744.00	\$ 21.06	\$ 43,804.80
4206	Assistant Animal Control Officer	40	\$ 21.39	\$ 44,481.20	\$ 21.92	\$ 45,583.60	\$ 22.47	\$ 46,737.60	\$ 23.03	\$ 47,902.40	\$ 23.61	\$ 49,108.80
4206	Animal Control Officer	40	\$ 28.28	\$ 58,872.40	\$ 28.99	\$ 60,299.20	\$ 29.71	\$ 61,796.80	\$ 30.45	\$ 63,336.00	\$ 31.21	\$ 64,916.80
4205	Operations Manager WWTIP	40	\$ 43.79	\$ 91,083.20	\$ 44.88	\$ 93,350.40	\$ 46.00	\$ 95,680.00	\$ 47.15	\$ 98,072.00	\$ 48.33	\$ 100,521.60
4305	Assistant Town Engineer	37.5	\$ 40.91	\$ 79,774.50	\$ 41.93	\$ 81,763.50	\$ 42.98	\$ 83,871.00	\$ 44.05	\$ 85,897.50	\$ 45.15	\$ 88,042.50
4305	Civil Design Engineer	40	\$ 39.42	\$ 81,993.60	\$ 40.41	\$ 83,799.50	\$ 41.42	\$ 85,153.60	\$ 42.46	\$ 87,316.80	\$ 43.52	\$ 90,571.60
4401	Youth Outreach Community Case Manager	40	\$ 23.88	\$ 49,670.40	\$ 24.48	\$ 50,918.40	\$ 25.09	\$ 52,187.20	\$ 25.72	\$ 53,497.60	\$ 26.36	\$ 54,828.80
4401	Counseling Center Receptionist	40	\$ 24.87	\$ 51,719.60	\$ 25.48	\$ 53,019.20	\$ 26.13	\$ 54,350.40	\$ 26.78	\$ 55,702.40	\$ 27.45	\$ 57,096.00
4401	Medical Billing Accounting Supervisor	40	\$ 25.02	\$ 52,041.60	\$ 25.65	\$ 53,352.00	\$ 26.29	\$ 54,683.20	\$ 26.95	\$ 56,056.00	\$ 27.62	\$ 57,449.60
4401	Counseling Center Office Manager	40	\$ 25.81	\$ 53,694.80	\$ 26.46	\$ 55,096.80	\$ 27.12	\$ 56,409.60	\$ 27.80	\$ 57,824.00	\$ 28.50	\$ 59,280.00
4402	Senior Center Caseworker	40	\$ 19.02	\$ 39,561.60	\$ 19.50	\$ 40,580.00	\$ 19.99	\$ 41,579.20	\$ 20.49	\$ 42,619.20	\$ 21.00	\$ 43,680.00
4402	Senior Center Program Assistant	40	\$ 21.59	\$ 44,907.20	\$ 22.13	\$ 46,090.40	\$ 22.68	\$ 47,174.40	\$ 23.25	\$ 48,360.00	\$ 23.83	\$ 49,565.60
4402	Transportation Coordinator	40	\$ 24.11	\$ 50,148.80	\$ 24.71	\$ 51,396.80	\$ 25.33	\$ 52,686.40	\$ 25.96	\$ 53,996.80	\$ 26.61	\$ 55,348.80
4402	Senior Center Activities Coordinator	40	\$ 29.06	\$ 60,444.80	\$ 29.79	\$ 61,963.20	\$ 30.53	\$ 63,502.40	\$ 31.29	\$ 65,083.20	\$ 32.07	\$ 66,705.60
4402	Assistant Senior Center Director	40	\$ 32.72	\$ 67,017.60	\$ 33.03	\$ 68,702.40	\$ 33.86	\$ 70,428.80	\$ 34.71	\$ 72,196.80	\$ 35.58	\$ 74,006.40
4402	Library Coordinator	40	\$ 20.52	\$ 42,681.60	\$ 21.03	\$ 43,742.40	\$ 21.56	\$ 44,844.80	\$ 22.10	\$ 45,988.00	\$ 22.65	\$ 47,112.00

Appendix B

Medical Benefit Summary

IN NETWORK

CT Refresh P Plan 2.0

Medical Office Visit	\$15 co-pay \$0 for Tier 1
Specialist Office Visit	\$15 co-pay \$0 for Tier 1
Vision Exams (one per calendar year)	\$15 co-pay
Inpatient Hospital	\$0 co-pay
Outpatient Hospital	\$0 co-pay
Emergency Room	\$250 co-pay (waived if admitted)
Urgent Care	\$15 co-pay
Walk-In	\$15 co-pay
Lab/X-Ray	
High Cost Radiological and Diagnostic Tests	\$0 co-pay for Tier 1 80%/20% coinsurance for Tier 2
In-Network Deductible	Individual: \$350 Family: \$350 each member (\$1,400 maximum). Waived for HEP-compliant members.
Coinsurance	Not applicable
Max out of pocket	\$2,000 individual \$4,000 family

Medical Benefit Summary

PREVENTIVE SERVICES

CT Partnership Plan 2.0
With Health Enhancement Program (HEP)

Primary Care (Adult and Child Wellness Exams)	\$0 co-pay
Gynecologist Wellness	\$0 co-pay
Mammogram	\$0 co-pay
Lifetime Maximum	Unlimited

OTHER SERVICES

CT Partnership Plan 2.0
With Health Enhancement Program (HEP)

Deductible	Not applicable
Acupuncture (20 visits/year)	\$15 co-pay
Chiropractic	\$0 co-pay
Nutritional Counseling (3 visits/year)	\$0 co-pay
Physical/Occupational Therapy	\$0 co-pay
Durable Medical Equipment	\$0 co-pay
Routine Hearing Screening (as part of an exam)	\$15 co-pay

Medical Benefit Summary

OUT-OF-NETWORK

CT Partnership Plan 2.0
With Health Enhancement Program (HEP)

Annual Deductible	\$300 Individual / \$900 Family
Coinsurance	20% of allowable UCR charges
Max out of Pocket	\$2,300 Individual / \$4,900 Family
Lifetime Maximum	Unlimited

Appendix C

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+ years of continuous service	\$1,000

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

RECEIVED

HUMAN RESOURCES DEPARTMENT

BRANFORD, CONNECTICUT

2023 DEC 27 A 9:49



[Handwritten Signature]
TOWN OF BRANFORD CLERK

1019 MAIN STREET
POST OFFICE BOX 150
BRANFORD, CT 06405
(203) 315-0629
FAX: (203) 889-3316
www.branford-ct.gov

MARGARET LUBERDA
Director of Human Resources

December 27, 2023

To: Maryann Amore, 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 Hall Employees, UPSEU through June 30, 2026.

Attached is the above-captioned tentative agreement, which was ratified by the members of the Branford Employees Union, UPSEU, Local #405 on December 22, 2023.

Highlighted Negotiated Contract Results:

Article 6, Wages and Benefits, pages 9 -11
Wages

- July 1, 2020 2.5%
- July 1, 2023 2.5%
- July 1, 2024 2.5%
- July 1, 2025 2.5%

The Land Use Customer Services Coordinator and the Administrative Assistant Solid Waste position's responsibilities were reviewed and for internal equity reasons these positions will move from the Group 3 level to the Group 2 level after the execution of the contract.

Article 6.1 Benefits

Stated the CT Partnership 2.0 Plan covers the Medical and Prescription Employee Benefits.

- July 1, 2022 14% health insurance plans employee contribution
- July 1, 2023 14% health insurance plans employee contribution
- July 1, 2024 14.5% health insurance plans employee contribution
- July 1, 2025 15% health insurance plans employee contribution

Article 16, Duration, page 18

The duration of this contract is through June 30, 2026.

Thank you for your time and consideration.

Happy New Year!

Item #5

RECEIVED

2023 DEC 27 A 9 33

Kate D'Amico
BRANFORD TOWN CLERK

THE TOWN OF BRANFORD, CONNECTICUT

-and-

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

TOWN HALL

Draft Tentative Agreement

Expires June 30, 2026

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CLASSIFICATION

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Tentative Agreement

Modify based upon the final agreement.

DRAFT

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.

ARTICLE III **DUES CHECK OFF**

Tentative Agreement

- 3.0 The Town agrees to deduct Union dues 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. 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 **from the last week payroll** of each month, except when 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 and the President of Local #405 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 at first internally by the Human Resources Department for a period of five (5) 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 five (5) 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 one hundred and twenty (120) calendar days of their employment, be considered probationary employees. Days lost from work for any reason beyond five (5) workdays during the probationary period shall not be counted as employment for purposes of computing the 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 the 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 an 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) 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 I.

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.

Tentative Agreement

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

Upon execution and retroactive to 7/1/22 for employees on the payroll as of execution – 2.5%

Upon execution and retroactive to 7/1/23 for employees on the payroll as of execution – 2.5%

Fiscal Year 2024 – 2025 – 2.5%

Fiscal Year 2025 – 2026 – 2.5%

The positions of Land Use Customer Service Coordinator and Administrative Assistant Solid Waste will receive retroactive payments in accordance with their current Group 3 Classification. However, in the pay period following the execution

of this Agreement, both positions (Land Use Customer Service Coordinator and Administrative Assistant Solid Waste) will be moved to, and paid in accordance with, Group 2.

The job title for the position of "Inland Wetlands/GIS" will reflect the current job title of "Inland Wetlands Associate".

Tentative Agreement

- 6.1 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)) on the first day of the month following an employee's date of hire, unless the employee's date of hire is the first of the month. **The Medical and Prescription drug coverage will be provided by the Connecticut Partnership Plan 2.0. A Medical Benefit Summary is attached as Appendix .** Summary Plan descriptions are attached as Appendix III. 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 \$2,000/\$4,000 HDHP.

The Town will then contribute to the employee's HSA each plan year 50% of applicable deductible for either single coverage or single plus one or family coverage. Employees must be enrolled in the HDHP for the entire plan year. 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.

If an employee wants to remain or 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 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.

Tentative Agreement

- 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) Effective upon execution of this Agreement that expires on June 30, 2026, employees shall contribute the following amounts towards the premium cost of the health insurance plans provided by the Town, by weekly payroll deduction:

CT Partnership Plan 2.0 - 14%

2) Effective July 1, 2024, employees shall contribute the following amounts towards the premium cost of the health insurance plans provided by the Town, by weekly payroll deduction:

CT Partnership Plan 2.0 - 14.5%

3) Effective July 1, 2025, employees shall contribute the following amounts towards the premium cost of the health insurance plans provided by the Town, by weekly payroll deduction:

CT Partnership Plan 2.0 - 15%

- 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 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.

Tentative Agreement

- 6.4 **An employee whose employment is voluntarily or involuntarily separated from the Town will be offered the ability to continue health insurance coverage, if eligible and in accordance with the Consolidated Omnibus Budget Reconciliation Act, better known as COBRA.**

ARTICLE VII HOLIDAYS

Tentative Agreement

- 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 **if requested**, 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 1/2) for the hours worked.

- 8.3 A vacation sign-up sheet shall be posted in May for the following fiscal year.

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 the Human Resource Director or his/her designee suspects sick leave abuse, the Human Resource Director will meet with the Union and the suspected employee to discuss the suspected abuse. If the Human Resource Director still suspects abuse of sick time after the meeting the employee will be notified in writing that he will be required to submit a physician's note supporting the employee's next absence from work due to sickness. If the employee is covered by the Century Preferred Plan, the Town will reimburse the employee the cost of the co-pay for being seen by his physician. If the employee is covered by the HDHP, the Town will reimburse the employee for the out-of-pocket cost to be seen by his physician. The Town will not be responsible for the costs of any tests administered by the physician.

Upon the request of an employee, the Town will provide employees with three (3) personal days annually in return for a reduction of three (3) sick days annually from the number of sick days set forth above.

When an employee is out of work, sick days shall only accrue during the period of time the employee is on a covered FMLA leave.

- 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, grandchild 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 February 12, 2014, 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. The Town shall be entitled to reimbursement for payments made under this Section should the employee have recourse against a third party in accordance with the procedures contained in the Workers' Compensation Law.
- 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 if the subcontracting of work would result in a layoff of a bargaining unit member.

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.

Tentative 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, 2026. 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 set their hands this _____ of _____.

FOR THE TOWN OF BRANFORD

FOR LOCAL #405. UPSEU

James B. Cosgrove, First Selectman

Margaret Luberda,
Director of Human Resources

***Also, the Union agrees to withdraw, with prejudice, MPP-35097 and the corresponding grievance filed and pending before the Board of Mediation and Arbitration.**

APPENDIX I

APPENDIX I
HOURS OF WORK
UPSEU TOWN HALL UNION LOCAL #405

POSITION	HOURS/WEEK	REPORTING TIME	LUNCH PERIOD
Admin. Assistant Building/Engineering	40	8:00am - 5:00pm	1 hour
Admin. Assistant Fire Department	40	7:30am - 4:00pm	30 minutes
Admin. Assistant GGB/WWTP	40	7:00am - 3:30pm	30 minutes
Admin. Assistant Planning/Zoning	35	8:30am - 4:30pm	1 hour
Admin. Assistant Police Department	35	7:30am - 3:00pm	30 minutes
Admin. Assistant Public Works	40	6:00am - 2:30pm	30 minutes
Admin. Assistant Solid Waste	40	7:00am - 3:30pm	30 minutes
Assessor Technician	35	8:30am - 4:30pm	1 hour
Assistant Assessor	35	8:30am - 4:30pm	1 hour
Assistant Tax Collector	35	8:30am - 4:30pm	1 hour
Assistant Town Clerk	35	8:30am - 4:30pm	1 hour
Assistant Town Clerk (Land Records)	35	8:30am - 4:30pm	1 hour
Associate Assessor	35	8:30am - 4:30pm	1 hour
Finance Associate- Accounts Payable	35	8:30am - 4:30pm	1 hour
Head Bookkeeper	35	8:30am - 4:30pm	1 hour
Inlands Wetlands Associate	35	8:30am - 4:30pm	1 hour
Land Use Customer Service Coordinator	37.5	8:00am - 4:30pm	1 hour
Police Records Assistant	35	7:30am - 3:00pm	30 minutes
Property Appraiser & Data Collector	35	8:30am - 4:30pm	1 hour
Purchasing/Tax Clerk	35	8:30am - 4:30pm	1 hour
Tax Associate (Sewers)	35	8:30am - 4:30pm	1 hour
Tax Collection Technician	35	8:30am - 4:30pm	1 hour

Revised 11/29/2023

APPENDIX II

WAGES 7/1/2022-6/30/2026
 UPSEU TOWN HALL UNION
 LOCAL #405

	2021-2022		2022-2023		2023-2024		2024-2025		2025-2026	
	HOURS	HOURLY	HOURLY	ANNUAL	HOURLY	ANNUAL	HOURLY	ANNUAL	HOURLY	ANNUAL
GROUP 1										
Assistant Tax Collector	35	\$ 33.34	\$ 34.17	\$ 62,189.40	\$ 35.02	\$ 63,736.40	\$ 35.90	\$ 65,336.00	\$ 36.80	\$ 66,976.00
Assistant Town Clerk (Land Records)	35	\$ 33.34	\$ 34.17	\$ 62,189.40	\$ 35.02	\$ 63,736.40	\$ 35.90	\$ 65,336.00	\$ 36.80	\$ 66,976.00
Associate Assessor	35	\$ 33.34	\$ 34.17	\$ 62,189.40	\$ 35.02	\$ 63,736.40	\$ 35.90	\$ 65,336.00	\$ 36.80	\$ 66,976.00
Finance Associate- Accounts Payable	35	\$ 33.34	\$ 34.17	\$ 62,189.40	\$ 35.02	\$ 63,736.40	\$ 35.90	\$ 65,336.00	\$ 36.80	\$ 66,976.00
Head Bookkeeper	35	\$ 33.34	\$ 34.17	\$ 62,189.40	\$ 35.02	\$ 63,736.40	\$ 35.90	\$ 65,336.00	\$ 36.80	\$ 66,976.00
GROUP 2										
Admin. Assistant Planning/Zoning	35	\$ 28.05	\$ 28.75	\$ 52,325.00	\$ 29.47	\$ 53,635.40	\$ 30.21	\$ 54,982.20	\$ 30.97	\$ 56,365.40
Admin. Assistant Police Department	35	\$ 28.05	\$ 28.75	\$ 52,325.00	\$ 29.47	\$ 53,635.40	\$ 30.21	\$ 54,982.20	\$ 30.97	\$ 56,365.40
Assistant Assessor	35	\$ 28.05	\$ 28.75	\$ 52,325.00	\$ 29.47	\$ 53,635.40	\$ 30.21	\$ 54,982.20	\$ 30.97	\$ 56,365.40
Assistant Town Clerk	35	\$ 28.05	\$ 28.75	\$ 52,325.00	\$ 29.47	\$ 53,635.40	\$ 30.21	\$ 54,982.20	\$ 30.97	\$ 56,365.40
Property Appraiser & Data Collector	35	\$ 28.05	\$ 28.75	\$ 52,325.00	\$ 29.47	\$ 53,635.40	\$ 30.21	\$ 54,982.20	\$ 30.97	\$ 56,365.40
Purchasing/Tax Clerk	35	\$ 28.05	\$ 28.75	\$ 52,325.00	\$ 29.47	\$ 53,635.40	\$ 30.21	\$ 54,982.20	\$ 30.97	\$ 56,365.40
Tax Associate (Sewers)	35	\$ 28.05	\$ 28.75	\$ 52,325.00	\$ 29.47	\$ 53,635.40	\$ 30.21	\$ 54,982.20	\$ 30.97	\$ 56,365.40
Inland Wetlands Associate	35	\$ 28.05	\$ 28.75	\$ 52,325.00	\$ 29.47	\$ 53,635.40	\$ 30.21	\$ 54,982.20	\$ 30.97	\$ 56,365.40
Land Use Customer Service Coordinator	37.5									
Admin. Assistant Building/Engineering	40	\$ 28.05	\$ 28.75	\$ 59,800.00	\$ 29.47	\$ 57,466.50	\$ 30.21	\$ 58,909.50	\$ 30.97	\$ 60,391.50
Admin. Assistant Fire Department	40	\$ 28.05	\$ 28.75	\$ 59,800.00	\$ 29.47	\$ 57,466.50	\$ 30.21	\$ 58,909.50	\$ 30.97	\$ 60,391.50
Admin. Assistant GGB/MWTP	40	\$ 28.05	\$ 28.75	\$ 59,800.00	\$ 29.47	\$ 57,466.50	\$ 30.21	\$ 58,909.50	\$ 30.97	\$ 60,391.50
Admin. Assistant Public Works	40	\$ 28.05	\$ 28.75	\$ 59,800.00	\$ 29.47	\$ 57,466.50	\$ 30.21	\$ 58,909.50	\$ 30.97	\$ 60,391.50
Admin. Assistant Solid Waste	40	\$ 28.05	\$ 28.75	\$ 59,800.00	\$ 29.47	\$ 57,466.50	\$ 30.21	\$ 58,909.50	\$ 30.97	\$ 60,391.50
GROUP 3										
Police Records Assistant	35	\$ 24.30	\$ 24.91	\$ 45,336.20	\$ 25.53	\$ 46,464.60	\$ 26.17	\$ 47,629.40	\$ 26.82	\$ 48,812.40
Assessor Technician	35	\$ 24.30	\$ 24.91	\$ 45,336.20	\$ 25.53	\$ 46,464.60	\$ 26.17	\$ 47,629.40	\$ 26.82	\$ 48,812.40
Tax Collection Technician	35	\$ 24.30	\$ 24.91	\$ 45,336.20	\$ 25.53	\$ 46,464.60	\$ 26.17	\$ 47,629.40	\$ 26.82	\$ 48,812.40
*Land Use Customer Service Coordinator	37.5	\$ 24.30	\$ 24.91	\$ 48,574.50	\$ 25.53	\$ 49,783.50				
*Admin. Assistant Solid Waste	40	\$ 24.30	\$ 24.91	\$ 51,812.80	\$ 25.53	\$ 53,102.40				

*positions move to Group 2 upon execution of Agreement

APPENDIX III

Medical Benefit Summary

IN NETWORK

CT Partnership Plan 2.0

Medical Office Visit	\$15 co-pay \$0 for Tier 1
Specialist Office Visit	\$15 co-pay \$0 for Tier 1
Vision Exams (one per calendar year)	\$15 co-pay
Inpatient Hospital	\$0 co-pay
Outpatient Hospital	\$0 co-pay
Emergency Room	\$250 co-pay (waived if admitted)
Urgent Care	\$15 co-pay
Walk-in	\$15 co-pay
Lab/X-Ray	
High Cost Radiological and Diagnostic Tests	\$0 co-pay for Tier 1 80%/20% coinsurance for Tier 2
In-Network Deductible	Individual: \$350 Family: \$350 each member (\$1,400 maximum). Waived for HEP-compliant members.
Coinsurance	Not applicable
Max out of pocket	\$2,000 individual \$4,000 family

Medical Benefit Summary

PREVENTIVE SERVICES

CT Partnership Plan 2.0
with Health Enhancement Program (HEP)

Primary Care (Adult and Child Wellness Exams)	\$0 co-pay
Gynecologist Wellness	\$0 co-pay
Mammogram	\$0 co-pay
Lifetime Maximum	Unlimited

OTHER SERVICES

CT Partnership Plan 2.0
with Health Enhancement Program (HEP)

Deductible	Not applicable
Acupuncture (20 visits/year)	\$15 co-pay
Chiropractic	\$0 co-pay
Nutritional Counseling (3 visits/year)	\$0 co-pay
Physical/Occupational Therapy	\$0 co-pay
Durable Medical Equipment	\$0 co-pay
Routine Hearing Screening (as part of an exam)	\$15 co-pay

Medical Benefit Summary

OUT-OF-NETWORK

CT Partnership Plan 2.0 with Health Enhancement Program (HEP)

Annual Deductible	\$300 individual / \$900 family
Coinsurance	20% of allowable UCR charges
Max out of Pocket	\$2,300 individual / \$4,500 family
Lifetime Maximum	Unlimited

APPENDIX IV

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

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

**APPENDIX VI
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

Effective Fiscal Year 2016-2017 Emergency Medical Response License

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

Effective July 1, 2020, employees who are required by the Town to hold a certificate or license for their position as a condition of employment shall be reimbursed for the cost of the required certificate or license.

APPENDIX VII

**APPENDIX VII
SENIORITY
TOWN HALL UNION LOCAL #405**

EMPLOYEE NAME	DATE OF UNION ENTRY
Saunders, Irene	1/23/1989
Yester, Melinda	8/31/1994
Linke, Camille	3/9/1998
Fisher, Celeste	3/15/2001
Denhardt, Doreen	12/18/2001
Wood, Jill A	1/5/2004
Martin, Michelle	6/30/2014
Pettway, Tyechia	3/9/2015
Ahern, Leah	7/1/2015
Pellegrino, Bernadetta	10/22/2018
Lyon, Deborah	1/3/2021
Zagaroli, Thomas	3/24/2021
Robinson, Amy	11/1/2021
LaRock, Megan	2/7/2022
Bradley-Blanchette, Katy	6/27/2022
Smith, Michael	8/31/2022
Piombino, Lisa	9/30/2022
Gravino, Michele	5/22/2023
Flores, Adiaris	8/7/2023
Lynch, Griffin	8/23/2023
Limone, Laura	9/11/2023
Dugan, Marissa	9/25/2023

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