

HUMAN RESOURCES DEPARTMENT

BRANFORD, CONNECTICUT



MARGARET LUBERDA
Director of Human Resources

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

January 13, 2022

To: Dennis Flanagan, Moderator RTM

Copy: Jaime Cosgrove, James Finch, William Ryan, Lisa Arpin, Victoria Verderame, RTM Members

Re: **Agreement by and between the Town of Branford and the Branford Town Supervisors Local 818-60, Council 4 AFSCME to June 30, 2025**

Attached is the above-captioned tentative agreement which was ratified by the members of the Town Supervisors Employee Union, local 818-60 on Tuesday, January 4, 2022. Administrative changes are noted in this agreement and major changes are highlighted below:

Highlighted Negotiated Contract Results:

Article 4, Union Security, page 4

Allows the union member to withdraw from the prior legal requirement to pay union dues.

Article 10, Wages, page 9

Effective July 1, 2021	2%
Effective July 1, 2022	2.25%
Effective July 1, 2023	2.25%
Effective July 1, 2024	2.25%

Article 13, Vacations, page 11

Effective July 1, 2022 on July 1 following the employee's seventh anniversary date of hire, he/she shall be entitled to vacation of twenty-five days annually.

Article 23, Medical Benefits, page 17- 20

The Town may choose to eliminate the current Anthem PPO and HSA and elect, if appropriate, the Connecticut State Partnership Plan 2 and if elected participating employees and their dependents must comply with the Health Enhancement Program (HEP) otherwise the employee will be subject to the penalties issued by the Partnership Plan for non-compliance.

Effective July 1, 2022 the employee contribution to the health plans premiums will be increased to 15%, effective July 1, 2023 to 16% and effective July 1, 2024 to 17%.

Article 32, Duration, page 24

This contract will remain in effect through June 30, 2025.

We appreciate your time and consideration.

TOWN OF BRANFORD

AND

**THE BRANFORD TOWN SUPERVISORS
LOCAL 818-60,
COUNCIL 4, AFSCME**

Tentative Agreement

December 21, 2021

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Tentative Agreement

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ARTICLE 1 AGREEMENT

This Agreement entered into by and between the Town of Branford (hereinafter referred to as the "Town") and Local 818-60 of Council 4 AFSCME, AFL-CIO (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.

ARTICLE 2 RECOGNITION

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

Tentative Agreement

- (a) Full-time Town of Branford supervisory employees in the following classifications: Building Official, Library Director, Assistant Director of Parks and Recreation, Highway Supervisor, Assistant Finance Director, Director of Animal Control Shelter, Assessor, ~~Solid Waste Supervisor~~ **Sustainability and Compliance Manager**, Town Engineer, Town Planner, Director of Senior Center and the Inland Wetlands Environmental Director.

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 less than 40 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. Prior to hiring a part-time non-bargaining unit employee to assist a bargaining unit employee, the Town will notify the Union. Part-time employees will not be hired to replace full-time positions in the bargaining unit.
- (c) The Town may hire non-bargaining unit temporary employees. A temporary employee is an employee who is hired to assist a bargaining unit employee with a special project, to replace an employee on leave or vacation, for a period not to exceed one hundred twenty (120) calendar days. A temporary employee shall be informed that he/she is a temporary employee at the time of hire.

**ARTICLE 3
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, to subcontract work, including work currently performed by members of the bargaining unit, as long as the intent in doing so is not to erode the bargaining unit or to replace any bargaining unit members or positions; 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.

ARTICLE 4 UNION SECURITY

Section 1

Tentative Agreement

~~(a) Agency Shop. During the term of this Agreement and any extension thereof, all present Employees and all new employees by the thirtieth (30th) calendar day after the date of employment by the Town shall, as a condition of continued employment, either (i) tender to the Union an amount equal to the regular monthly dues uniformly required by the Union's Constitution and Bylaws as a condition of retaining membership in the Union in good standing, or (ii) tender to the Union a monthly service fee in an amount set by the Union in accordance with applicable law.~~

Tentative Agreement

(a) Check Off. During the term of this Agreement and any extension thereof, the Town will deduct from the regular bi-weekly paychecks issued to each Employee who authorizes, **in writing**, such deduction **for such** regular monthly membership dues ~~or service fees, and such initiation fees and reinstatement fees~~ as may be fixed by the Union in accordance with applicable law. Such monies are so deducted shall be remitted to the Council 4, AFSCME, AFL-CIO not later than the fifteenth (15th) day of the following month, together with a list of names of Employees from whose wages such deductions have been made.

Tentative Agreement

Section 2 - The Union shall notify the employees and the Town in writing prior to the effective date of any change in the Union dues ~~and/or service fees~~.

Tentative Agreement

Section 3 - 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, except that deductions shall be resumed if an

employee, terminated by layoff, is rehired during the life of the contract then in existence and signs a new authorization.

Section 4 – 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 5 - The Town shall provide each employee an electronic copy of this Agreement within thirty (30) calendar days after the date of the signing of this Agreement. New employees shall be provided an electronic copy of this Agreement at the time of hire. Two (2) original copies of this Agreement shall be provided to Council 4, AFSCME, AFL-CIO.

ARTICLE 5 PROBATIONARY PERIOD

Section 1 - No employee shall attain seniority under this Agreement until he or she has been continuously on the payroll for a period of one hundred and fifty (150) 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 - The Town may, in its discretion, extend the probationary period of an employee, for a period of up to thirty (30) calendar days. The Town will notify the Union President if an employee's probationary period is being extended.

Section 3 - An employee who receives a transfer or promotion within the bargaining unit shall be given a probationary period of ninety (90) calendar days. If the employee fails to satisfactorily complete the probationary period, he/she will be returned to his/her former position, or equivalent position.

Section 4 - Days lost from work in excess of a total of five (5) days for any reason during any probationary period shall not be counted as employment for purposes of computing the probationary period.

ARTICLE 6 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.

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 and not be lost during an employee's vacation.

(3) Seniority shall accrue during a family and medical leave. Seniority shall not accrue during all other 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 two (2) consecutive work days without proper notification of absence to the Town, unless due to extraordinary 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 equal to nine (9) months over a rolling twenty-four (24) month period; 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.

Section 5 The Town shall prepare and maintain a seniority list showing Town seniority on or after July 1st of each fiscal year. The Town will provide the seniority list to the Union.

ARTICLE 7 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. 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 advance notice 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 8 HEALTH AND SAFETY

Section 1: Both parties to this Agreement hold themselves responsible for mutual, cooperative enforcement of safety rules and regulations.

The Town is committed to the safety and health of all employees and recognizes the need to comply with regulations governing injury and accident prevention and employee safety. The Town will provide employees with protective equipment to be utilized when directed. The Town will maintain safety and health practices consistent with legal requirements. If an employee is ever in doubt about how to safely perform a job, it is the employee's responsibility to ask their direct supervisor or his/her designee for assistance. Any suspected unsafe conditions and all injuries that occur on the job must be reported immediately. It is the responsibility of each employee to accept and follow established safety regulations and procedures.

All accidents, injuries, potential safety hazards, safety suggestions and health and safety related issues must be reported immediately to the direct supervisor or his/her designee. If an employee is injured, a report of accident form must be completed. Further, a Claim for Workers' Compensation Benefits Form must be completed in all cases in which an injury requiring medical attention has occurred.

Section 2: Should an employee complain that his/her work requires him/her 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, a grievance may be processed according to the grievance procedure in this Agreement.

ARTICLE 9 JOB VACANCIES

Tentative Agreement

Whenever a vacancy occurs in a bargaining unit position which the Town elects to fill, a notice of such vacancy shall be posted on a bulletin board located in Town Hall in addition to ~~buildings where bargaining unit employees are assigned~~ **being emailed to bargaining unit members**, and remain posted for five (5) consecutive working days. A copy will be given to the Union President. Any employee who wishes to apply for such vacancy shall notify the Human Resources Director or her/his designee in writing **in accordance with the job posting instructions** within the five (5) working day posting period. The Union

President may place into application the name of any employee who is absent from work during the 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 position rests exclusively within the discretion of the Town.

ARTICLE 10 WAGES

Tentative Agreement

The wage schedule is set forth in Appendix A.

Employees on the payroll as execution, and retroactive to July 1, 2021 – 2.0%

July 1, 2022 – 2.25%

July 1, 2023 – 2.25%

July 1, 2024 – 2.25%

Employees who fill a vacancy after July 1, 2018 will receive a minimum of: 80% of the applicable job rate upon entering the position; 85% of the job rate after one (1) year in the position; 90% of the job rate after two (2) years in the position; and an employee shall receive 100% of the job rate on the third anniversary of his/her start date in the position. However, the First Selectman, in his discretion, can deviate from the minimum progression by providing an employee with a greater percentage of the job rate at any time prior to being in the position for three (3) years. The amount received by an employee based upon a percentage of the job rate, as set forth above, will change when a general wage increase is applied to the applicable job rate.

ARTICLE 11 MEAL PERIODS

Section 1 - The First Selectman or his/her designee will determine the time and length of employees unpaid meal period.

Tentative Agreement

Section 2 – The Town agrees to provide a meal allowance for the Highway Supervisor only for emergency work performed outside of his/her regular working hours and only when the Highway Supervisor needs to take a meal break with the permission of the Director of Public Works, **First Selectman or Director of Human Resources** for breakfast, lunch, or dinner.

- Up to \$5.00 will be provided for breakfast;
- Up to \$10.00 will be provided for lunch;
- Up to \$15.00 will be provided for dinner.
- Original receipts must be provided in order to be reimbursed for meals.

ARTICLE 12 HOLIDAYS

Section 1 – The Town provides all bargaining unit 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 work or be on paid leave status on the workday immediately preceding and immediately following the holiday. If an employee uses a sick day on the scheduled workday immediately preceding or immediately following a holiday, the Town may require the employee to provide 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.

Section 4 – A holiday observed during an employee's approved vacation period shall not be deducted from his/her vacation time.

Section 5 - The Director of the Animal Control Shelter shall celebrate Easter Sunday instead of Good Friday and shall be given a day off on the actual day of the week that Christmas Eve, Christmas Day, and New Year's Day fall on the calendar. Furthermore,

the Director shall only work a half-day on the actual day of the week that Christmas Eve and New Year's Eve fall on the calendar.

ARTICLE 13 VACATIONS

Tentative Agreement

Section 1 – Newly hired full-time employees shall earn 1.5 days per month up to a maximum of fifteen (15) days. On the July 1st following the employee's first anniversary date of hire, he/she shall be credited with fifteen (15) days of vacation. Earned Vacation days may not be taken during the first ninety (90) calendar days of employment.

Section 2 – On July 1st following the employee's fifth (5th) anniversary date of hire (s)he shall be entitled to vacation of twenty (20) days annually.

Section 3. – **Effective July 1, 2022, on July 1st following the employee's seventh (7th) anniversary date of hire (s)he shall be entitled to vacation of twenty-five (25) days annually.**

Section 4 – Earned vacation days will be paid out upon separation of employment.

Section 5 - The minimum vacation leave shall be one-half (1/2) of the employee's normal work day.

Tentative Agreement

~~Section 5 – If an employee wishes to be paid a vacation advance, (s)he must notify the Human Resources Director, in writing, at least ten (10) business days prior to the last work day prior to beginning vacation leave.~~

Tentative Agreement

~~Section 6 - All requests for vacation must be in writing and requested by using the ADP etime and attendance system and be approved by the First Selectman or his designee.~~

Section 7 - The First Selectman or his designee will determine the annual vacation schedule, taking into consideration the business needs and work demands of the 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 First Selectman or his designee.

Tentative Agreement

Section 8 - Vacation time may be used by employees in addition to, or in lieu of sick leave, with the approval of the First Selectman or **the Director of Human Resources** ~~Director~~.

Section 9 - An employee who becomes ill while on vacation may charge such illness time to sick leave rather than vacation. If the illness exceeds three (3) normal work days, the employee must contact the First Selectman or his designee or the Town Human Resources Department to report the illness and the intention of utilizing sick leave.

Tentative Agreement

Section 10 – Employees must take a minimum of ten (10) vacation days each fiscal year. Any carryover of any of these ten (10) vacation days must be due to special circumstances and must be approved in the discretion of the First Selectman or the **Director of Human Resources Director**. Further, any approved carryover must be taken within two (2) months of the new fiscal year by August 31st. Any earned vacation over ten (10) days may be carried over to a maximum accumulation of twenty-five (25) days.

ARTICLE 14 SICK LEAVE

Section 1 - Full-time employees shall be entitled to paid sick leave days per year, at their regular rate of pay.

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

Tentative Agreement

Section 3 - To be eligible for benefits under this article, an employee who is absent due to illness or injury must notify the ~~Town~~ **First Selectman or the Department Director by email or phone call** at least one (1) hour before **his/her scheduled starting timethe start of his/her shift.**

Section 4 - The Town may request a doctor's certificate from the employee's physician 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 and capricious manner.

Section 5 - An employee absent on sick leave shall be required to call the Town daily for the period of such absence and inform the Town of his/her condition and expected date of return.

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 November 12, 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) an employee's child's or spouse's illness, injury or health condition, (ii) the medical diagnosis, care or treatment of an employee's child's or spouse's 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.

Section 8

If an employee's need to use paid sick leave is foreseeable, the Town requires advance notice, not to exceed seven (7) days prior to the date such leave is to begin, of the intention to use such leave. If an employee's need for such leave is not foreseeable, the Town may require an employee to give notice of such intention as soon as practicable. If such leave is permitted under Section (1) or Section (2) described above, documentation signed by a health care provider who is treating the employee or the employee's child or spouse indicating the need for the number of days of such leave shall be considered reasonable documentation. If such leave is permitted under Section (3) described above, a court record or documentation signed by the employee or volunteer working for a victim services organization, an attorney, a police officer or other counselor involved with the employee shall be considered reasonable documentation.

Section 9

Abuse of sick leave or false sick leave claims may subject the employee to disciplinary action, up to and including termination of employment.

ARTICLE 15 PERSONAL DAYS

Full-time non-probationary employees shall be allowed to take up to two (2) personal days per fiscal year. Further, the Town will provide full-time non-probationary employees two (2) additional personal days annually in return for a reduction of two (2) sick days annually from the number of sick days set forth in Article 14. Advance notice of forty-eight (48) hours must be provided to the First Selectman, the Human Resource

Director or the Department Head prior to taking personal time unless such notice cannot be given due to an emergency.

ARTICLE 16
BEREAVEMENT

Full-time employees shall be granted up to but not exceeding three (3) days of leave as compensation for actual work days lost during the three (3) days following the death of 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, sister-in-law, brother-in-law or individuals who reside in the employee's residence. If the service/burial is out of state, a full-time employee shall be granted up to but not exceeding four (4) days of leave as compensation for actual work days lost during the four (4) days following the death of an immediate family member.

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, aunt, uncle, niece or nephew.

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 work days.

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

ARTICLE 17
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.

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

ARTICLE 18
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.

Tentative Agreement

- (a) A grievance shall be presented in writing to the **Director of Human Resources** ~~Director~~ or his/her designee, within five (5) work days of the alleged grievance, or within five (5) work 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. A meeting will be held within ten (10) work days with the **Director of Human Resources** ~~Director~~ to discuss the grievance. An answer to the grievance shall be provided within seven (7) work days after presentation of the grievance.
- (b) If the grievance is not settled under Section (a), it shall be presented to the First Selectman or his designee within five (5) work days of the **Director of Human Resources'** ~~Director's~~ answer. A meeting will be held within ten (10) work days with the First Selectman or his/her designee. The First Selectman or his designee shall answer in writing within seven (7) work days thereafter.
- (c) If the Union is not satisfied with the response of the First Selectman or his/her designee, it may file an appeal to the Board of Mediation and Arbitration within ten (10) work 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. A grievance not timely appealed in accordance with the time limits above, shall be deemed resolved according to the last disposition of the matter, unless the parties agree to waive the time limits in writing.

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) calendar days of the occurrence. The parties shall meet within five (5) calendar 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 particulars 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.

Section 10 - For purposes of this Article, a "working day" shall be defined as a day in which the Branford Town Hall is open for regular business.

ARTICLE 19 NO STRIKES

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 extension thereof is in effect, there shall be no strikes, slowdowns, walkouts, sit-downs, sit-ins, picketing, leafleting, work stoppage, boycotts or any activities which interfere, directly or indirectly, with the Town's operations.

Section 2 - The Town agrees that it will not lock out employees during the life of this Agreement or any extension thereof.

ARTICLE 20 DISCHARGE AND DISCIPLINE

Section 1 - The Town shall have the right to maintain discipline and efficiency of its operations. It shall have the right to discharge, suspend or discipline an employee 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 President.

ARTICLE 21 UNION REPRESENTATION

Section 1 - The Town recognizes and will deal with a total of four (4) designated officers and stewards of the Union in all matters relating to grievances and interpretations of this Agreement. The Town agrees to meet with the designated officers and stewards to address the above.

Section 2 - 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 3 - Four (4) members of the Union designated as the negotiating committee shall suffer no loss of pay for time spent in contract negotiations.

Section 4 - 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 union members 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.

ARTICLE 22 PERSONNEL FILES AND EVALUATIONS

An employee may review and copy his/her personnel file and all evaluation forms upon the employee's written request.

ARTICLE 23 MEDICAL BENEFITS

Tentative Agreement

Section 1 - ~~Following thirty (30) calendar days of employment~~ **On the first day of the month following an employee's date of hire, unless the employee's date of hire is the first day of the month,** 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)") 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.

~~All eligible employees and dependents will have the choice of enrolling in the following medical options: Century Preferred \$25 Co-Pay Plan or a \$1,500/\$3,000 deductible HDHP as of November 12, 2014. The Town will contribute each applicable plan year \$625 to an employee's account with single coverage and \$1,750 to an employee's account with single plus one or family coverage. Effective upon ratification and approval of this Agreement that expires on June 30, 2021, employees who are not covered by the \$1,500/\$3,000 HDHP and who choose to be covered by the Century Preferred \$25 Co-Pay Plan, rather than the \$1,500/\$3,000 HDHP, will have to "buy up" by paying the difference in the Town's cost associated with the \$1,500/\$3,000 HDHP, including applicable deductible funding, and the total cost of the Century Preferred \$25 Co-Pay Plan. 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 \$625 to an employee's account with single coverage and \$1,750 of the applicable deductible for out-of-pocket medical expenses incurred when utilizing the HDHP.~~

Effective July 1, 2019, a \$2,000/\$4,000 HDHP will be implemented and will replace the \$1,500/\$3,000 HDHP. Employees who choose to be covered by the Century Preferred \$25 Co-Pay Plan will have to "buy up" by paying the difference in the Town's cost associated with the \$2,000/\$4,000 HDHP, including applicable deductible funding, and the total cost of the Century Preferred \$25 Co-Pay Plan **until June 30, 2022**. Effective July 1, 2019, the Town will contribute 50% of the 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. 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.

The Town of Branford shall 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.

Beginning July 1, 2022, if eligible, the Town may eliminate the PPO and the HDHP and move to the State of Connecticut Partnership Plan. If an employee (or spouse or

dependent(s)) do not comply with the wellness provisions/requirements of the plan, known as the Health Enhancement Program (“HEP”), (s)he will be responsible for penalties issued for noncompliance.

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 ratification and approval of this Agreement that expires on June 30, 2025, employees shall contribute the following amounts towards the premium cost of the health insurance plans provided by the Town, by weekly payroll deduction:**

Century Preferred	Buy-up
HDHP	14%

- b. **Effective July 1, 2022, employees shall contribute the following amounts towards the premium cost of the health insurance plans provided by the Town, by weekly payroll deduction:**

HDHP	15%
or	
The Connecticut Partnership Plan	15%

- c. **Effective July 1, 2023, employees shall contribute the following amounts towards the premium cost of the health insurance plans provided by the Town, by weekly payroll deduction:**

HDHP	16%
or	
The Connecticut Partnership Plan	16%

- d. **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:**

HDHP	17%
or	

The Connecticut Partnership Plan

17%

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; or
5. The open enrollment period.

ARTICLE 24 HOURS OF WORK

Full-time employees will be scheduled to work forty (40) hours per week. Work schedules shall not be changed by the Town without at least one (1) week advance notice to the employees affected by the change.

ARTICLE 25
COMPENSATORY TIME OFF IN LIEU OF OVERTIME

Tentative Agreement

In lieu of overtime pay after forty (40) hours worked in a workweek, the positions of Assistant Parks and Recreation Supervisor, Assistant Finance Director, Highway Supervisor and the ~~Solid Waste Supervisor~~ **Sustainability and Compliance Manager** 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 work week. Compensatory time off must be taken within eight (8) weeks of being accrued at a time that is approved by the employee's Department Head. If the time is not able to be taken within eight (8) weeks of being accrued, or an extended period of time determined by the First Selectman or his designee, the employee shall be paid in accordance with wage and hour law based upon his/her hourly rate at the time compensatory time was earned.

ARTICLE 26
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 the employees covered by this Agreement because of membership in, or activity on behalf of, the Union. The Town will not discriminate in respect to hire, tenure of employment or any term or condition of employment against any employee covered by this Agreement because of membership in or activity on behalf of, the Union, nor will it discourage or attempt to discourage membership in the Union or attempt to encourage membership in another Union.

ARTICLE 27
RETIREMENT/DISABILITY/FLEX SPENDING

Section 1 - Full-time employees are eligible to participate in the Connecticut Municipal Employee Retirement System ("CMERS").

Section 2 - Full-time employees may voluntarily participate in any other retirement, disability coverage or tax deferred savings plans provided in the discretion of the Town for as long as the Town provides the plan and the full-time employee is eligible to participate in accordance with the plan document.

**ARTICLE 28
MISCELLANEOUS**

Section 1 – The Town will designate a tree warden either in or out of the bargaining unit. If an employee in the bargaining unit is designated as the tree warden (s)he will receive a stipend of \$100 per week.

Tentative Agreement

Section 2. - Town policies and procedures are set forth in the Employee **Handbook Policy Manual**. However, a policy or procedure set forth in this Agreement will supersede any conflicting policy or procedure set forth in the Employee **Handbook Policy Manual**.

**ARTICLE 29
WORKERS COMPENSATION**

Section 1 - An employee injured or disabled in the performance of his/her duties who qualifies 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 as set forth in Section 2.

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 nine (9) months over a rolling twenty-four (24) month period. 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 nine (9) month period, if it is determined that the employee will not ever be able to return to full duty, his/her employment will be separated.

Tentative Agreement

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 (s)he qualifies for Workers' Compensation.

Tentative Agreement

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 **her/his** duties.

Tentative Agreement

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

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

**ARTICLE 30
LONGEVITY**

Section 1 - Effective December 1, 2014, full-time employees shall be paid longevity pay based upon the following schedule:

<u>Length of Service</u>	<u>Amount</u>
5 to 9 years of continuous service	\$250.00
10 years to 14 years of continuous service	\$500.00
15 years to 19 years of continuous service	\$750.00
20 years or more of continuous service	\$1,000.00

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.

Employees hired after November 12, 2014 will not be entitled to receive longevity payments.

**ARTICLE 31
SEPARABILITY/EFFECT OF LEGISLATION**

It is understood and agreed that all Agreements herein are subject to all applicable laws now or hereafter in effect, and to the lawful regulations, rulings and orders 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 States or 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 32
DURATION**

Tentative Agreement

Section 1 - This Agreement shall be effective upon execution and shall remain in full force and effect until June 30, **2025**, 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.

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 first above written.

First Selectman

Date

Director of Human Resources

Date

Union Representative Attorney, Council 4, AFSCME

Date

Staff Union President, Council 4, AFSCME

Date

**APPENDIX A
WAGES**

Dept #	Position	Hours	2.00%		2.25%		2.25%		2.25%	
			2020/2021	2021/2022	2022/2023	2023/2024	2024/2025			
			ANNUAL	ANNUAL	ANNUAL	ANNUAL	ANNUAL	ANNUAL	ANNUAL	ANNUAL
4104	Assistant Finance Director	40	\$ 95,447.80	\$ 97,356.76	\$ 99,547.29	\$ 101,787.10	\$ 104,077.31			
4105	Assessor	40	\$ 94,633.19	\$ 96,525.85	\$ 98,697.68	\$ 100,918.38	\$ 103,189.04			
4113	Town Planner	40	\$ 114,763.43	\$ 117,058.70	\$ 119,692.52	\$ 122,385.60	\$ 125,139.28			
4116	Inlands Wetlands Environmental Director	40	\$ 75,898.17	\$ 77,416.13	\$ 79,157.99	\$ 80,939.04	\$ 82,760.17			
4205	Building Official	40	\$ 91,874.76	\$ 93,712.26	\$ 95,820.79	\$ 97,976.76	\$ 100,181.24			
4206	Director of Animal Shelter	40	\$ 66,060.99	\$ 67,382.21	\$ 68,898.31	\$ 70,448.52	\$ 72,033.61			
4301	Highway Supervisor	40	\$ 72,252.28	\$ 73,697.33	\$ 75,355.52	\$ 77,051.02	\$ 78,784.67			
4304	Sustainability & Compliance Manager	40	\$ 69,256.53	\$ 70,641.66	\$ 72,231.10	\$ 73,856.30	\$ 75,518.07			
4305	Town Engineer	40	\$ 119,179.78	\$ 121,563.38	\$ 124,298.56	\$ 127,095.28	\$ 129,954.92			
4402	Director of Senior Center	40	\$ 96,439.03	\$ 98,367.81	\$ 100,581.09	\$ 102,844.16	\$ 105,158.15			
4501	Assistant Director of Parks & Recreation	40	\$ 71,721.35	\$ 73,155.78	\$ 74,801.79	\$ 76,484.83	\$ 78,205.74			
4602	Library Director	40	\$ 90,895.68	\$ 92,713.59	\$ 94,799.65	\$ 96,932.64	\$ 99,113.62			

*New Hires employee will receive a minimum of 80% of the applicable job rate upon entering the position; 85% of the job rate after one (1) year in the position; 90% of the job rate after two (2) years in the position; and 100% of the job rate after three (3) years in the position. However, the First Selectman, in his discretion, can deviate from the minimum progression by providing an employee with a greater percentage of the job rate prior to being in the position for three (3) years.

au

Summary of Benefits and Coverage: What this Plan Covers & What You Pay For Covered Services

Coverage Period: 07/01/2021– 06/30/2022

Branford Town 002479-M003, M007, M010,
M014,M016,M022,M023,M025,M027,M029,M032,M043
CENTURY PREFERRED PPO


Coverage for: Individual + Family **Plan Type: PPO**



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

Important Questions	Answers	Why This Matters:
What is the overall deductible?	\$0/individual or \$0/2-person or \$0/family for In- <u>Network Providers</u> . \$400/single or \$800/2-person or \$1,000/family for Out-of- <u>Network Providers</u> .	Generally, you must pay all of the costs from <u>providers</u> up to the <u>deductible</u> amount before this plan begins to pay. If you have other family members on the plan, each family member must meet their own individual <u>deductible</u> until the total amount of <u>deductible</u> expenses paid by all family members meets the overall family <u>deductible</u> .
Are there services covered before you meet your deductible?	No.	You will have to meet the <u>deductible</u> before the plan pays for any services.
Are there other deductibles for specific services?	Yes. \$50 for Out-of- <u>Network Providers</u> for Home Health Care. There are no other specific <u>deductibles</u> .	You must pay all of the costs for these services up to the specific <u>deductible</u> amount before this plan begins to pay for these services.
What is the out-of-pocket limit for this plan?	\$6,600/individual or \$13,200/family for In- <u>Network Providers</u> . \$2,400/individual, or \$7,200/family for Out-of- <u>Network Providers</u> .	The <u>out-of-pocket limit</u> is the most you could pay in a year for covered services. If you have other family members in this plan, they have to meet their own <u>out-of-pocket limits</u> until the overall family <u>out-of-pocket limit</u> has been met.
What is not included in the out-of-pocket limit?	Premiums, <u>Balance-Billing</u> charges, and Health Care this plan doesn't cover.	Even though you pay these expenses, they don't count toward the <u>out-of-pocket limit</u> .
Will you pay less if you use a network provider?	Yes, PPO. See www.anthem.com or call (800) 922-6621 for a list of <u>network providers</u> .	This plan uses a <u>provider network</u> . You will pay less if you use a <u>provider</u> in the plan's <u>network</u> . You will pay the most if you use an out-of- <u>network provider</u> , and you might receive a bill from a <u>provider</u> for the difference between the <u>provider's</u> charge and what your plan pays (<u>balance billing</u>). Be aware your <u>network provider</u> might use an out-of- <u>network provider</u> for some services (such as lab work). Check with your <u>provider</u> before you get services.

Do you need a <u>referral</u> to see a <u>specialist</u> ?	No.	You can see the <u>specialist</u> you choose without a <u>referral</u> .
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 All copayment and coinsurance costs shown in this chart are after your deductible has been met, if a deductible applies.

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

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

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
	Tier 4 - Typically <u>Specialty Drugs</u>	Not Applicable	Not Applicable	
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	\$150/visit	30% <u>coinsurance</u>	Failure to obtain preauthorization may result in non-coverage or reduced coverage.
	Physician/surgeon fees	No charge	30% <u>coinsurance</u>	-----none-----
If you need immediate medical attention	<u>Emergency room care</u>	\$100/visit	Covered as In- <u>Network</u>	<u>Copay</u> waived if admitted.
	<u>Emergency medical transportation</u>	No charge	Covered as In- <u>Network</u>	-----none-----
	<u>Urgent care</u>	\$75/visit	Not covered	Walk-in-centers: \$25/visit for In- <u>Network Providers</u> and 20% <u>coinsurance</u> for Non- <u>Network Providers</u> .
If you have a hospital stay	Facility fee (e.g., hospital room)	\$500/admission	30% <u>coinsurance</u>	<u>Copay</u> is waived if readmitted within 30 days for same diagnosis. Failure to obtain preauthorization may result in non-coverage or reduced coverage.
	Physician/surgeon fees	No charge	30% <u>coinsurance</u>	-----none-----
If you need mental health, behavioral health, or substance abuse services	Outpatient services	Office Visit \$25/visit Other Outpatient \$25/visit	Office Visit 30% <u>coinsurance</u> Other Outpatient 30% <u>coinsurance</u>	Office Visit -----none----- Other Outpatient -----none-----
	Inpatient services	\$500/admission	30% <u>coinsurance</u>	<u>Copay</u> is waived if readmitted within 30 days for same diagnosis. Failure to obtain preauthorization may result in non-coverage or reduced coverage.
If you are pregnant	Office visits	\$25/visit	30% <u>coinsurance</u>	<u>Copay</u> applies to initial visit. There may be other levels of cost share that are contingent on how services are provided. <u>Copay</u> is waived if readmitted within 30 days for same diagnosis. Failure to obtain preauthorization may result in non-coverage or reduced coverage. Maternity care may include tests and
	Childbirth/delivery professional services	No charge	20% <u>coinsurance</u>	
	Childbirth/delivery facility services	\$500/admission	30% <u>coinsurance</u>	

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

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
				services described elsewhere in the SBC (i.e. ultrasound)
If you need help recovering or have other special health needs	Home health care	No charge	30% coinsurance	200 visits/ benefit period.
	Rehabilitation services	\$500/per stay	30% coinsurance	*See Therapy Services section
	Habilitation services	No charge	20% coinsurance	
	Skilled nursing care	\$500/admission	30% coinsurance	120 day limit/benefit period. Copay is waived if readmitted within 30 days for same diagnosis. Failure to obtain preauthorization may result in non-coverage or reduced coverage. Copay is waived if admitted within 3 days of hospital discharge.
	Durable medical equipment	No charge	30% coinsurance	-----none-----
	Hospice services	No charge	30% coinsurance	-----none-----
If your child needs dental or eye care	Children's eye exam	No charge	30% coinsurance	*See Vision Services section
	Children's glasses	Not covered	Not covered	
	Children's dental check-up	Not covered	Not covered	*See Dental Services section

Excluded Services & Other Covered Services:

Services Your Plan Generally Does NOT Cover (Check your policy or [plan](#) document for more information and a list of any other [excluded services](#).)

- Cosmetic surgery
- Routine foot care unless you have been diagnosed with diabetes.
- Dental care (adult)
- Weight loss programs
- Long- term care

Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your [plan](#) document.)

- Acupuncture
- Hearing aids
- Private-duty nursing
- Bariatric surgery
- Infertility treatment
- Routine eye care (adult)
- Chiropractic care 50 visits/benefit period.
- Most coverage provided outside the United States www.bcbs.com/bluecardworldwide

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

About these Coverage Examples:



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

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

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

This EXAMPLE event includes services like:

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

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

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

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

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

This EXAMPLE event includes services like:

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

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

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

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

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

This EXAMPLE event includes services like:

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

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


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

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



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

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

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

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

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you have a hospital stay	Physician/surgeon fees	0% <u>coinsurance</u>	20% <u>coinsurance</u>	-----none-----
If you need mental health, behavioral health, or substance abuse services	Outpatient services	Office Visit 0% <u>coinsurance</u>	Office Visit 20% <u>coinsurance</u>	Office Visit -----none-----
		Other Outpatient 0% <u>coinsurance</u>	Other Outpatient 20% <u>coinsurance</u>	Other Outpatient -----none-----
	Inpatient services	0% <u>coinsurance</u>	20% <u>coinsurance</u>	-----none-----
	Office visits	0% <u>coinsurance</u>	20% <u>coinsurance</u>	-----none-----
If you are pregnant	Childbirth/delivery professional services	0% <u>coinsurance</u>	20% <u>coinsurance</u>	Maternity care may include tests and services described elsewhere in the SBC (i.e. ultrasound).
	Childbirth/delivery facility services	0% <u>coinsurance</u>	20% <u>coinsurance</u>	
If you need help recovering or have other special health needs	<u>Home health care</u>	0% <u>coinsurance</u>	20% <u>coinsurance</u>	200 visits/benefit period.
	<u>Rehabilitation services</u>	0% <u>coinsurance</u>	20% <u>coinsurance</u>	*See Therapy Services section
	<u>Habilitation services</u>	0% <u>coinsurance</u>	20% <u>coinsurance</u>	
	<u>Skilled nursing care</u>	0% <u>coinsurance</u>	20% <u>coinsurance</u>	120 days limit/benefit period.
	<u>Durable medical equipment</u>	0% <u>coinsurance</u>	20% <u>coinsurance</u>	*See <u>Durable Medical Equipment</u> Section
	<u>Hospice services</u>	0% <u>coinsurance</u>	20% <u>coinsurance</u>	-----none-----
If your child needs dental or eye care	Children's eye exam	No charge	20% <u>coinsurance</u>	
	Children's glasses	Not covered	Not covered	*See Vision Services section
	Children's dental check-up	Not covered	Not covered	*See Dental Services section

Excluded Services & Other Covered Services:

Services Your Plan Generally Does NOT Cover (Check your policy or plan document for more information and a list of any other excluded services.)

- | | | |
|---|------------------------|------------------------|
| • Cosmetic surgery | • Dental care (adult) | • Dental Check-up |
| • Glasses for a child | • Long-term care | • Private-duty nursing |
| • Routine foot care unless you have been diagnosed with diabetes. | • Weight loss programs | |

Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your plan document.)

- | | | |
|---|-------------------------|--|
| • Acupuncture Coverage is limited to Pain Management. | • Bariatric surgery | • Chiropractic/PT/OT/Chiro 50 visits/benefit period. |
| • Hearing aids | • Infertility treatment | • Most coverage provided outside the United States. See www.bcbsglobalcare.com |
| • Routine eye care (adult) | | |

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

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

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

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

Does this plan provide Minimum Essential Coverage? Yes

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

Does this plan meet the Minimum Value Standards? Yes

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

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

[Type here]

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About these Coverage Examples:



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

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

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

This EXAMPLE event includes services like:

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

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

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

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

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

This EXAMPLE event includes services like:

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

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

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

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

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

This EXAMPLE event includes services like:

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

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

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

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



Employer/Group: TOWN OF BRANFORD
Firm Division: 002479 - BRANFORD TOWN
 054, 055, 056, 057, 058, 059, 060

DENTAL FLEX 41804

Description of Benefits	You Pay:
Annual Deductible (<i>individual/family</i>)	\$25.00/\$75.00
Annual Maximum (<i>per member per calendar year</i>)	\$1,000.00
Lifetime Orthodontic Maximum (<i>per member</i>)	Does not Apply
Children covered to age 19 / full-time students are covered until age 23	

Diagnostic & Preventive Services

<ul style="list-style-type: none"> - Periodic evaluations - Initial evaluation - Cleanings, 2 per year - Fluoride treatments to age 19 - Space maintainers to age 19 - X-rays - Emergency Palliative treatment 	20%, after deductible
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Basic Services

<ul style="list-style-type: none"> - Fillings - Repair Bridge - Repairing and relining of dentures - Endodontics including but not limited to root canal therapy - Oral surgery - Simple and surgical extractions - Recement crown - Recement bridge 	20%, after deductible
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Major Services

<ul style="list-style-type: none"> - Prosthodontics including but not limited to bridework, partial and full dentures - Crowns - Inlays - Onlays - Post and core - Periodontics 	50%, after deductible
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Accessing Benefits:

Participating Dentists Benefits: When a member receives care from one of our participating Dentists, he or she simply presents his or her identification card showing dental coverage. The dentist bills us directly for all covered services. For dental care provided by a Participating Dentist, we will pay the lesser of Dentist's usual charge or maximum allowable amount as determined by Anthem BCBS. The participating Dentist will accept

Anthem BCBS's payment in full and make no additional charge to the member, except as otherwise specified in the member's certificate of coverage.

Non-Participating Dentists Benefits: Anthem BCBS will pay the maximum allowable amount as determined by Anthem BCBS. The member is responsible for any difference between the amount paid by Anthem BCBS and the fee charged by the Dentist.

Dental age limitation is to age 19. Full time students can remain on until age 23.

Dental claims should be submitted to Anthem BCBS Dental, P.O.Box 547, North Haven CT 06473.

Principle Limitations and Exclusions

Services received from a dental or medical department maintained by an employer, a mutual benefit association, labor union, trustee or other similar person or group; Services for which the member incurs no Dentists' Charge or which are services of a type ordinarily performed by a physician, or charges which would not have been made if insurance was not available; Services with respect to congenital malformations; Services, treatment or supplies furnished by or at the direction of any government, state or political subdivision; Any items not specifically listed in this Policy; Lost or stolen dentures or denture duplication; Gold foil restorations; Temporary services and appliances; such as crown or tooth preparations and temporary fillings, crowns, bridges and dentures; Application of sealants, regardless of reason; Services as determined by the company, that are rendered in a manner contrary to normal dental practice. A complete list of exclusions appears in the Certificate of Coverage.

This is not a legal policy or contract. It is only a general description of your benefits. If there are discrepancies between the Certificate of Coverage and this summary, the Certificate of Coverage shall control.

January 2, 2013