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2024 JUL 16 A 10:55



*Noel Everson*  
BRANFORD TOWN CLERK

**Representative Town Meeting**

**July 10, 2024**

**Meeting Minutes**

|                                       |  |
|---------------------------------------|--|
| <b>Moderator: Maryann Amore</b>       | <b>Clerk: Frank Twohill</b>                |
| <b>Majority Leader: Tracy Everson</b> | <b>Minority Leader: Victoria Verderame</b> |

The RTM convened on Wednesday, July 10, 2024, at 8:19 p.m.,  
at Branford Fire Headquarters, 45 North Main Street,  
to consider and act upon the following matters:

**1. Call to Order, Pledge of Allegiance**

Moderator Amore led the Body in the Pledge of Allegiance.

**2. Call of the Roll**

**Representatives Present:** Alfone, Amore, Anderson, Black, Bonenberger, Dahill, Everson, Greenburg, Hartwell, Hentschel, Hynes, Ingraham, Laich, Larsson, Loffredo, Maresca, McCall, McCormack, Neupane, Popolizio, Sharkey, Shrestha, Soomro, Twohill, Verderame, Waterman

**Representatives Absent:** Adams, Adelman, Brooks, Keefe

**Ex-Officiis Present:** none

**3. Approval of the Minutes of the June 12, 2024, meeting:**

Motion to approve made by Rep. Amore, 2<sup>nd</sup> by Rep. Verderame. The minutes were approved unanimously in a voice vote.

**4. Receipt of Communications, Reports of Committees, and Citizen Petitions:**

Moderator Amore presented the following communications:

A. Michelle Gagliardi, a licensed day care provider, seeks protection from restrictive HOA rules. Moderator Amore referred her request to the Rules & Ordinances Committee.

B. Evgenia Pekarskaya, Supercool Metals, requested a property tax exemption on manufacturing equipment. Moderator Amore referred her request to the Administrative Services Committee.

C. Human Services Director Margaret Luberdia requested the United Public Services, Local #424, Water Treatment Employees Contract be heard tonight. Rep. Hentschel moved, 2<sup>nd</sup> by Rep. Verderame, to add the item to the RTM Call as new item #5. The full RTM voted unanimously in a voice vote to approve.

D, First Selectman Cosgrove requested the proposed solar array installation at 10 Tabor Drive be heard. Rep. Waterman moved, 2<sup>nd</sup> by Rep. Loffredo, to add the item to the RTM Call as new item #6. The full RTM voted unanimously in a voice vote to approve.

5. **To consider and if appropriate, approve a Tentative Agreement between the Town of Branford and the United Public Services Representatives, Local #424, Water Treatment Employees, July 1, 2023, through June 30, 2027.**

This item was not heard in Committee. A motion to waive RTM Rule 4.4.1 was made by Rep. Hentschel, 2<sup>nd</sup> by Rep. Verderame. The motion passed unanimously by the full RTM. Human Services Director Margaret Lubberda stated this is a 4 year contract, 2.5% salary increase each year. A motion to approve was made by Rep. Waterman, 2<sup>nd</sup> by Rep. Verderame. The item passed unanimously in a voice vote by the full RTM.

6. **To consider and if appropriate, per Section 73-3 of the Town Code, approve a proposed solar array on top of the former landfill located at 100 Tabor Drive, in the area identified in the previously approved Landfill Closure Plan.**

Rep. McCormack stated this item was heard by the Administrative Services Committee and it passed unanimously. She put the matter to the full RTM in the form of a motion. There was discussion by several RTM Representatives. The matter passed the full RTM by voice vote.

7. **To consider and if appropriate, approve the following transfer request from the Town Planner for the Planning & Zoning budget for FY2024:**

|  |                                      |            |
|--|--------------------------------------|------------|
| <b>From:</b>                                 |                                      |            |
| 10141130-533280                              | Consulting                           | (\$12,500) |
| <b>To:</b>                                   |                                      |            |
| 10150000-555110                              | Transfer to Capital Fund 700         | \$12,500   |
| <u>Capital Fund - Appropriation Increase</u> |                                      |            |
| <b>Increase:</b>                             |                                      |            |
| 70090000-490010                              | Transfer in                          | \$12,500   |
| <b>Increase:</b>                             |                                      |            |
| 70041130-533280-xxxxx                        | Consulting-Zoning Regulations Update | \$12,500   |

Rep. Hentschel stated the Rules & Ordinances Committee heard this item. The Committee passed the item unanimously and he put the matter forward to the full RTM as a motion. The RTM voted unanimously to approve the transfers in a voice vote.

8. **To consider, and if appropriate, approve a transfer for General Government Buildings (GGB) for FY2024 as follows:**

|                 |                                   |            |
|-----------------|-----------------------------------|------------|
| <b>From:</b>    |                                   |            |
| 10149040-588802 | Contingency                       | (\$48,000) |
| <b>To:</b>      |                                   |            |
| 10141170-544300 | Purchased Service Repair & Maint. | \$48,000   |

This item was not heard by any RTM Committee. A motion to waive RTM Rule 4.4.1 was made by Rep. Verderame, 2<sup>nd</sup> by Rep. Laich. The motion was approved unanimously by voice vote. Rep. Bonenberger stated the air conditioning system in the Police Station server room broke down and had to be repaired. Also, a similar problem occurred at the Joe Trapasso Community House. A motion to approve the transfer was made by Rep. Bonenberger, 2<sup>nd</sup> by Rep. Verderame. Passed unanimously in a voice vote by the full RTM.

**9. To consider and if appropriate, approve the following transfer request from the Tax Collector for FY2024:**

|                 |             |            |
|-----------------|-------------|------------|
| <b>From:</b>    |             |            |
| 10141070-588720 | Tax Refunds | (\$21,000) |
| <b>To:</b>      |             |            |
| 10141070-518000 | Overtime    | \$21,000   |

Rep. McCormack stated that the Administrative Services Committee heard this request and voted unanimously to approve. She put the matter forward to the full RTM as a motion. The full RTM voted unanimously to approve the transfer in a voice vote.

**10. To consider and, if appropriate, create an ordinance to establish a harbor management commission, pursuant to CGS 22a-113k.**

Rep. Hentschel stated this matter was heard by the Rules & Ordinances Committee. There is a working group making progress on the proposal. The Committee voted unanimously to ask for a rereferral. He put that request forward to the full RTM in the form of a motion. The full RTM voted unanimously to rerefer the matter.

**11. To consider, and if appropriate, create an ordinance which will encode reasonable restrictions on short-term rentals in Branford.**

Rep. Hentschel stated there is a working group on this subject at the Rules & Ordinances Committee to pursue the possibility of drafting an Ordinance. The Committee voted unanimously to rerefer the item. He put that forward to the full RTM in the form of a motion. The RTM approved the rereferral unanimously by voice vote.

**12. To consider, and if appropriate, create an ordinance to change the position of Town Clerk from an elected position to an appointed one.**

Rep. Hentschel stated this proposed Ordinance was heard and approved in June by the Rules & Ordinances Committee. The Town Attorney made suggested changes. The final draft was approved. It cannot be voted on tonight because it was not published 5 days before the RTM meeting. Rep. Hentschel moved to hold the matter over to the next RTM meeting and put that forward to the full RTM in the form of a motion. The motion passed unanimously in a voice vote.

**13. To hear the Parliamentarian's review of Gregg Jerolman's correspondence to the RTM dated June 6, 2024.**

Parliamentarian Hentschel stated that citizen Gregg Jerolman asked for a Parliamentarian review. He was concerned that members of the public were not given an opportunity to be heard on the proposed FY '25 Town budget at the May RTM Budget meeting. Parliamentarian Hentschel stated that he reviewed the meeting, and the RTM actions were properly taken and legally binding. He stated that he recommended the RTM Moderator and Committee Chairs make clear at each meeting the time and the procedure used for the members of the public wishing to speak.

**14. Any other business to come before the RTM:**

A. Moderator Amore read a letter from the Society of Nepalese in America inviting all to the Nepalese Festivities and parade in Branford on Saturday, July 13<sup>th</sup>.

B. Clerk Twohill remembered Charles Shelton, a Board of Finance member for many years and asked for a moment of silence in his memory.

C. Rep. Neupane reminded everyone to attend the Nepalese Festival on the Branford Green on Saturday, July 13<sup>th</sup>.

D. Evgenia Pekarskaya of Cool Metals stated that her company was seeking a Branford tax exemption for their manufacturing equipment. Moderator Amore stated that the matter had been referred to the Administrative Services Committee,

**15. Adjournment at 9:17 p.m.**

Rep. Everson made a motion to adjourn, 2<sup>nd</sup> by Rep. Verderame.

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

**Frank Twohill, RTM Clerk**

**Dated this 11<sup>th</sup> day of July, 2024**

BRANFORD RTM RECORDED VOTES

**RTM ROLL CALL, JULY 10, 2024**

|    | <b>NAME</b>            | <b>ATTENDANCE</b> |  |  |  |
|----|------------------------|-------------------|--|--|--|
| 1  | ADAMS                  | Absent            |  |  |  |
| 2  | ADELMAN                | Absent            |  |  |  |
| 3  | ALFONE                 | Present           |  |  |  |
| 4  | AMORE                  | Present           |  |  |  |
| 5  | ANDERSON               | Present           |  |  |  |
| 6  | BLACK                  | Present           |  |  |  |
| 7  | BONENBERGER            | Present           |  |  |  |
| 8  | BROOKS                 | Absent            |  |  |  |
| 9  | DAHILL                 | Present           |  |  |  |
| 10 | EVERSON                | Present           |  |  |  |
| 11 | GREENBERG              | Present           |  |  |  |
| 12 | HARTWELL               | Present           |  |  |  |
| 13 | HENTSCHEL              | Present           |  |  |  |
| 14 | HYNES                  | Present           |  |  |  |
| 15 | INGRAHAM               | Present           |  |  |  |
| 16 | KEEFE                  | Absent            |  |  |  |
| 17 | LAICH                  | Present           |  |  |  |
| 18 | LARSSON                | Present           |  |  |  |
| 19 | LOFFREDO               | Present           |  |  |  |
| 20 | MARESCA                | Present           |  |  |  |
| 21 | MCCALL                 | Present           |  |  |  |
| 22 | MCCORMACK              | Present           |  |  |  |
| 23 | NEUPANE                | Present           |  |  |  |
| 24 | POPOLIZIO              | Present           |  |  |  |
| 25 | SHARKEY                | Present           |  |  |  |
| 26 | SHRESTHA               | Present           |  |  |  |
| 27 | SOOMRO                 | Present           |  |  |  |
| 28 | TWOHILL                | Present           |  |  |  |
| 29 | VERDERAME              | Present           |  |  |  |
| 30 | WATERMAN               | Present           |  |  |  |
|    | <b>Total</b>           | <b>26</b>         |  |  |  |
|    | Ex Officios            |                   |  |  |  |
|    | 1st Selectman Cosgrove |                   |  |  |  |
|    | Selectman Dunbar       |                   |  |  |  |
|    | Selectman Higgins      |                   |  |  |  |
|    | Town Clerk Arpin       |                   |  |  |  |
|    | Treasurer Schwanfelder |                   |  |  |  |
|    | Attorney Aniskovich    |                   |  |  |  |
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Mai Arpin  
 BRANFORD TOWN CLERK

2024 JUL 16 A 10:55

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# Item 4A

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**From:** Michelle Gagliardi <[mgagliardict@gmail.com](mailto:mgagliardict@gmail.com)>  
**Sent:** Thursday, June 27, 2024 10:51 AM  
**To:** Jamie Cosgrove <[jcosgrove@branford-ct.gov](mailto:jcosgrove@branford-ct.gov)>  
**Cc:** Angie Higgins <[ahiggins@branford-ct.gov](mailto:ahiggins@branford-ct.gov)>; Raymond Dunbar <[rdunbar@branford-ct.gov](mailto:rdunbar@branford-ct.gov)>  
**Subject:** Support Family Childcare providers in Branford

**[EXTERNAL EMAIL]** This email originated from outside of the Town of Branford's Email System. DO NOT click on links or open attachments unless you recognize the sender and know the content is safe.

Dear Branford Selectman,

I am writing to you today to address a critical issue facing our community: the child care crisis in Connecticut. Finding affordable, high-quality child care is a significant challenge for Branford families, and the shortage of available spaces only exacerbates this problem.

One potential solution lies in supporting licensed home daycare providers. Home daycare offers a nurturing and familiar environment for children, and these providers play a vital role in our community's childcare infrastructure. However, Homeowner Association (HOA) bylaws can often restrict or even prohibit home daycare operations.

This is where Branford can step in and make a real difference.

Recent legislation in Connecticut protects licensed daycare providers in rental units from unreasonable restrictions imposed by landlords. Branford can take this a step further by enacting an ordinance that protects licensed home daycare providers from restrictive HOA bylaws.

By doing so, Branford would become one of the first towns in Connecticut to offer this critical protection to daycare providers. This would not only ensure current providers can continue their valuable service but also encourage the creation of new home daycare options, significantly increasing the availability of childcare for Branford families.

Here's how this ordinance can benefit our community:

**Increased Childcare Availability:** More licensed home daycare providers would mean more childcare options for Branford families.

**Supports Working Parents:** By making childcare more accessible, this ordinance allows parents, especially mothers, to pursue careers or return to work.

**Economic Benefits:** A robust childcare system benefits the local economy by allowing parents to participate in the workforce.

I urge you to consider enacting an ordinance protecting licensed home daycare providers from restrictive HOA bylaws. This action would demonstrate Branford's commitment to supporting both families and the childcare providers who serve our community.

Thank you for your time and consideration.

Sincerely,

Michelle Gagliardi

203-499-9401

----- Forwarded message -----

From: **Jamie Cosgrove** <[jcosgrove@branford-ct.gov](mailto:jcosgrove@branford-ct.gov)>

Date: Fri, Jun 28, 2024 at 5:29 PM

Subject: RE: Support Family Childcare providers in Branford

To: Michelle Gagliardi <[mgagliardi@gmail.com](mailto:mgagliardi@gmail.com)>

CC: Angie Higgins <[ahiggins@branford-ct.gov](mailto:ahiggins@branford-ct.gov)>, Raymond Dunbar <[rdunbar@branford-ct.gov](mailto:rdunbar@branford-ct.gov)>, Maryann Amore <[maryannamore.rtm4@gmail.com](mailto:maryannamore.rtm4@gmail.com)>

Michelle,

Can you forward the state statute you referenced? I want to confirm the state has granted municipalities the ability to create a local ordinance to address the issue you raised. If in fact the Town does, then you would need to send your request to the RTM for consideration. The adoption of local ordinances falls under the purview of the RTM. You can find contact information for the representatives on the town website. However, I copied the Moderator, Maryann Amore on this email.

I just left you a voicemail with my number, so feel free to contact me if you would like to discuss further.

Sincerely,



SupercoolMetals

Evgenia Pekarskaya, CEO  
Supercool Metals  
21 Business Park Drive, Unit 5B  
Branford, CT 06405

Via USMAIL and email: [maryannamore.rtm4@gmail.com](mailto:maryannamore.rtm4@gmail.com)

June 27, 2024

To: Maryann Amore, Moderator  
Moderator, Branford Town Meeting ("RTM")  
The Town of Branford  
1019 Main Street, PO Box 150 Branford, CT 06405

*Mari Szymprin*  
BRANFORD TOWN CLERK

2024 JUL - 1 P 12:13

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Subject: Appeal for Property Tax Exemption on Manufacturing Equipment for tax year 2023

Dear Madam Moderator,

I am writing to you on behalf of Supercool Metals, a small high-tech manufacturing company that has been operating within Branford since 2020. We find ourselves in an unprecedented situation regarding the property tax imposed on our manufacturing equipment, due to an unfortunate delay in our tax filing this year.

First and foremost, I would like to highlight the potential role our company, Supercool Metals, is poised to play in the economic and technological landscape of Branford and the broader state of Connecticut. As an emerging high-tech manufacturing entity, we are on the cusp of becoming a significant contributor to the local economy and a driver of innovation. This focus means we'll be providing high-tech manufacturing jobs in a number of important industrial and clean tech areas, such as hydrogen infrastructure, space and robotics, marking a steady growth in our contribution to Branford and the state's economic and technological development.

It is also important to note the unique nature of our company. We are a small-scale operation with a total of six employees, only three of whom are full-time. This small team is at the heart of our innovation and production processes. The size of our operation means that we operate with highly limited resources and face challenges that medium-size and large companies may not encounter.

Furthermore, 98% of our income is derived from government grants, which are specifically allocated for development and manufacturing purposes. These grants do not cover expenses such as property taxes on manufacturing equipment. The unexpected imposition of this tax presents a significant financial hardship for our company. It threatens our ability to continue contributing effectively to the local economy and to maintain our role in the technological advancement of the state.

# SupercoolMetals

June 27, 2024

Page 2.

I would also like to highlight our consistent track record of compliance with tax regulations. Our company has always filed taxes on time and has been granted an exemption on manufacturing equipment in the past (see attachments). This year's delay in filing was an anomaly, caused by several factors, including the departure of the employee responsible for tax filings in prior years and the transition of our office manager, who managed our mail, to remote work.

In light of these considerations, we would like to respectfully request the Town of Branford to reconsider the imposition of property tax on our manufacturing equipment for this year and to ask the Representative Town Meeting ("RTM") approve at an upcoming meeting our request for exemption on the 2023 Grand List as provided for in General Statutes §12-94e (attached).

Granting this exemption will not only aid in the survival of a small, yet impactful company but also ensure the continued contribution of innovative high-tech solutions to Branford and beyond.

We appreciate the RTM understanding and willingness to consider our appeal under these exceptional circumstances. Thank you for your time and consideration. We are hopeful for a positive resolution and are open to discussing this matter further if useful and/or required. I am also coping Attorneys Brian Hoeing, Updike Kelly and Spellacy, P.C., and William Aniskovich, Brenner, Saltzman & Wallman, LLP, and First Selectman, Jamie Cosgrove, who may be able to offer some further insight or assistance toward favorably resolving this matter.

Sincerely,



Evgenia Pekarskaya, CEO

Supercool Metals

Email: [evgenia@supercoolmetals.com](mailto:evgenia@supercoolmetals.com)

Phone: 646 244 0247

Cc: Tracy Everson, RTM, Majority Leader [Everson5rtm@gmail.com]  
Victoria Verderame, RTM, Minority Leader [Vverderame@albertus.edu]  
Frank Twchill, Jr., RTM, Clerk [franktwohill@hotmail.com]  
Jamie Cosgrove, First Selectman [jcosgrove@branford-ct.gov]  
Brian C. Hoeing, Esq. [bhoeing@uks.com]  
William Aniskovich [waniskovich@bswlaw.com]

Attachments:

- 2023 property declaration and the result of the appeal with the corrected property assessment
- Connecticut General Statutes Section 12-94e
- A copy of granted exemption for manufacturing equipment for the tax year 2022 and 2021



*Mai Stephen*  
BRANFORD TOWN CLERK

2024 JUL - 1 P 12:13

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Go to previous versions of this Section ↓

# 2023 Connecticut General Statutes

## Title 12 - Taxation

### Chapter 203 - Property Tax Assessment

#### Section 12-94e. - Municipal option to grant certain previously waived exemptions.

Universal Citation: CT Gen Stat § 12-94e. (2023)

[← Previous](#)

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Whenever any person claiming the exemption from property tax under the provisions of subdivision (59), (60), (70), (72), (74) or (76) of section 12-81 has failed to file a claim with the assessor or board of assessors as required in said subdivisions and has further failed to apply for an extension of time under section 12-81k, the municipality, upon receipt of a request from such person, may, by vote of its legislative body or, where the legislative body is a town meeting, by a vote of its board of selectmen, grant such exemption according to criteria established by the municipality, including, but not limited to, allowing for any hardship experienced by the person which may account for the failure to claim the exemption or to file for an extension of time and whether the exemption would provide a net benefit to economic development in the municipality. No payment in lieu of tax under this chapter shall be made with regard to any property exempted from tax under this section.

(P.A. 03-269, S. 10; P.A. 14-183, S. 4.)

History: P.A. 03-269 effective July 9, 2003, and applicable to any assessment year; P.A. 14-183 added reference to Sec. 12-81(76) and provision re vote of board of selectmen.

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Town of Branford

Town of Branford  
PO BOX 136  
BRANFORD, CT 06405  
203-315-0672

Bill Information



Taxpayer Information

|                    |                                   |                 |            |
|--------------------|-----------------------------------|-----------------|------------|
| Bill #             | 2020-2-0953419 (PERSONALPROPERTY) | Town Benefit    |            |
| Unique ID          | 58583                             | Elderly Benefit |            |
| District/Flag      |                                   |                 |            |
| Name               | SUPER COOL METALS                 | Assessment      | 474,940    |
| Care of/DBA        | /SUPER COOL METALS                | Exemption       | 407,250    |
| Address            |                                   | Net             | 67,690     |
| Detail Information | 21-23 BUSINESS PARK DR            |                 |            |
| Volume/Page        |                                   | Mill Rate       | Town 29.45 |

Bill Information As of 05/07/2024

| Installment                    | Due Date   | Town     | Total Due                 |
|--------------------------------|------------|----------|---------------------------|
| Inst #1                        | 07/01/2021 | 996.74   |                           |
| Inst #2                        | 01/01/2022 | 996.74   |                           |
| Inst #3                        |            |          |                           |
| Inst #4                        |            |          |                           |
| Total Adjustments              |            | 0.00     |                           |
| Total Installment + Adjustment |            | 1,993.48 |                           |
| Total Payments                 |            | 1,993.48 |                           |
|                                |            |          | Tax/ Princ/ Bond Due 0.00 |
|                                |            |          | Interest Due 0.00         |
|                                |            |          | Lien Due 0.00             |
|                                |            |          | Fee Due 0.00              |
|                                |            |          | Total Due Now 0.00        |
|                                |            |          | Balance Due 0.00          |

Note: This is not a tax form, please contact your financial advisor for information regarding tax reporting. \*\*\*

Payment History

| Payment Date | Type | Tax/Principal/Bond | Interest | Lien | Fee  | Total    |
|--------------|------|--------------------|----------|------|------|----------|
| 06/18/2021   | PAY  | 1,993.48           | 0.00     | 0.00 | 0.00 | 1,993.48 |
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2021 JUL -1 P 2:14  
Wesley E. Sprague  
BRANFORD TOWN CLERK

\*\*\* Total payments made to taxes in 2023 \$0.00



Town of Branford

Town of Branford  
PO BOX 136  
BRANFORD, CT 06405  
203-315-0672

Bill Information



Taxpayer Information

|                    |                                   |                 |            |
|--------------------|-----------------------------------|-----------------|------------|
| Bill #             | 2021-2-0953419 (PERSONALPROPERTY) | Town Benefit    |            |
| Unique ID          | 58583                             | Elderly Benefit |            |
| District/Flag      |                                   |                 |            |
| Name               | SUPER COOL METALS                 | Assessment      | 534,730    |
| Care of/DBA        | /SUPER COOL METALS                | Exemption       | 474,290    |
| Address            |                                   | Net             | 60,440     |
| Detail Information | 21-23 BUSINESS PARK DR            |                 |            |
| Volume/Page        |                                   | Mill Rate       | Town 29.45 |

Bill Information As of 05/07/2024

| Installment                    | Due Date   | Town     | Total Due                 |
|--------------------------------|------------|----------|---------------------------|
| Inst #1                        | 07/01/2022 | 889.98   |                           |
| Inst #2                        | 01/01/2023 | 889.98   | Tax/ Princ/ Bond Due 0.00 |
| Inst #3                        |            |          | Interest Due 0.00         |
| Inst #4                        |            |          | Lien Due 0.00             |
| Total Adjustments              |            | 0.00     | Fee Due 0.00              |
| Total Installment + Adjustment |            | 1,779.96 | Total Due Now 0.00        |
| Total Payments                 |            | 1,779.96 | Balance Due 0.00          |

\*\*\* Note: This is not a tax form, please contact your financial advisor for information regarding tax reporting. \*\*\*

Payment History

| Payment Date | Type | Tax/Principal/Bond | Interest | Lien | Fee  | Total  |
|--------------|------|--------------------|----------|------|------|--------|
| 01/03/2023   | PAY  | 889.98             | 0.00     | 0.00 | 0.00 | 889.98 |
| 07/01/2022   | PAY  | 889.98             | 0.00     | 0.00 | 0.00 | 889.98 |
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2024 JUL -1 P 2:14  
Marilyn Stepien  
BRANFORD TOWN CLERK

RECEIVED

\*\*\* Total payments made to taxes in 2023 \$889.98



Town of Branford

Town of Branford  
 PO BOX 136  
 BRANFORD, CT 06405  
 203-315-0672

Bill Information



| Taxpayer Information |                                   |                 |            |
|----------------------|-----------------------------------|-----------------|------------|
| Bill #               | 2022-2-0953419 (PERSONALPROPERTY) | Town Benefit    |            |
| Unique ID            | 58583                             | Elderly Benefit |            |
| District/Flag        |                                   |                 |            |
| Name                 | SUPER COOL METALS                 | Assessment      | 665,030    |
| Care of/DBA          | /SUPER COOL METALS                | Exemption       | 611,490    |
| Address              |                                   | Net             | 53,600     |
| Detail Information   | 21-23 BUSINESS PARK DR            |                 |            |
| Volume/Page          |                                   | Mill Rate       | Town 29.89 |

| Bill Information As of 05/07/2024 |            |          |  |                           |
|-----------------------------------|------------|----------|--|---------------------------|
| Installment                       | Due Date   | Town     |  | Total Due                 |
| Inst #1                           | 07/01/2023 | 801.05   |  |                           |
| Inst #2                           | 01/01/2024 | 801.05   |  |                           |
| Inst #3                           |            |          |  |                           |
| Inst #4                           |            |          |  |                           |
| Total Adjustments                 |            | 0.00     |  |                           |
| Total Installment + Adjustment    |            | 1,602.10 |  |                           |
| Total Payments                    |            | 1,802.10 |  |                           |
|                                   |            |          |  | Tax/ Princ/ Bond Due 0.00 |
|                                   |            |          |  | Interest Due 0.00         |
|                                   |            |          |  | Lien Due 0.00             |
|                                   |            |          |  | Fee Due 0.00              |
|                                   |            |          |  | Total Due Now 0.00        |
|                                   |            |          |  | Balance Due 0.00          |

\*\*\* Note: This is not a tax form, please contact your financial advisor for information regarding tax reporting. \*\*\*

| Payment History |      |                    |          |      |      |          |
|-----------------|------|--------------------|----------|------|------|----------|
| Payment Date    | Type | Tax/Principal/Bond | Interest | Lien | Fee  | Total    |
| 11/02/2023      | PAY  | 1,602.10           | 60.08    | 0.00 | 0.00 | 1,662.18 |
|                 |      |                    |          |      |      |          |
|                 |      |                    |          |      |      |          |
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**RECEIVED**  
 2024 JUL -1 P 12 14  
 Waji Exemption  
 BRANFORD TOWN CLERK

\*\*\* Total payments made to taxes in 2023 \$1,662.18

Town of Branford  
Board of Assessment Appeals  
1019 Main Street  
Branford, CT 06405  
Phone: 203-488-2039

March 29, 2024

EVGENIA PEKARSKAYA  
21 BUSINESS PARK DR, 5B  
BRANFORD, CT 06405

List# 58583 EVGENIA PEKARSKAYA  
21 BUSINESS PARK DR, 5B

The board has reviewed the assessment of your property as requested, taking into consideration all the factors brought to our attention.

We feel that there are no errors of fact and calculations are correct, therefore we cannot agree with a change in value of this property.

X We feel that the following assessment represents seventy percent of the value of the property based upon corrected calculations.

OLD ASSESSMENT  
1173950

NEW ASSESSMENT  
906090

The decision by the Board of Assessment Appeals is binding. Under legislation 12-117a, any person claiming to be aggrieved of the Board of Assessment Appeals may appeal the Board's decision to the superior court of the judicial district in which the person's property is subject to taxation. The appeal must be filed within 2 months of the date that the Board of Assessment Appeals mails a notice of decision.

Thank you for your cooperation.

Very Truly Yours,

Dennis Nardella  
Chairman

*Mari E. Appin*  
BRANFORD TOWN CLERK

2024 JUL - 1 P 12:14

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Item 5

HUMAN RESOURCES DEPARTMENT

2024 JUL -3 P 3: 52

BRANFORD, CONNECTICUT



*Lisa Arpin*  
BRANFORD TOWN CLERK

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

July 3, 2024

To: Maryann Amore, Moderator RTM

Copy: James Cosgrove, James Finch, Lisa Arpin, Brian Devlin, RTM Members

Re: Tentative Agreement by and between the Town of Branford and the United Public Services Employees Union. Local #424, Water Treatment Employees, July 1, 2023, through June 30, 2027.

Attached is the above-captioned tentative agreement which union representatives and the Town representatives have agreed. I am requesting that the Administrative Services Committee hold a Special committee meeting prior to the 8pm RTM on Wednesday, July 10, 2024, and to also, if appropriate, add to the RTM agenda for Wednesday, July 10, 2024.

**Highlighted Negotiated Results:**

Article 4 Hours of Work, page 6

Clarifies that the hours of work will be from 6:00am to 2:30pm and that the Superintendent or designee may, upon two weeks' advance notice, change the hours to 7:00am to 3:30pm.

Section 4.5, page 7

Increase the on-call cell phone pay from \$45.00 to \$50.00 each day Monday through Friday, and from \$50.00 to \$55.00 each day for Saturday, Sunday and Holidays. Both amounts will increase on July 1, 2025, by \$5.00. Up to two employees with 15 or more years of service may not be required to carry cell phones for emergency response, however they will be required to work overtime and order-ins.

Section 4.6, page 8

Effective upon execution of the agreement an employee assigned mechanical work will be paid \$75 a week, instead of \$50.00 a day.

Article 5.0, Wages and Benefits, Pages 8-11

- July 1, 2023 2.5%
- July 1, 2024 2.5%
- July 1, 2025 2.5%
- July 1, 2026 2.5%

Included the name of the Town's Medical Plan: CT Partnership Plan 2.0.

Section 5.1 (a) Page 10 Employee Medical Contributions

July 1, 2024 14.5% employee medical contribution  
July 1, 2025 14.5% employee medical contribution  
July 1, 2026 15.5% employee medical contribution

Section 5.2, page 11 Increase the reimbursement of safety shoes from \$175 to \$225 a year.

Section 5.8, page 12 Employees whose position requires an annual CDL physical will be allowed to take one hour from their regular time from work as paid time to attend the CDL physical exam.

Article 7, Vacations, pages 14 – 15

Employees who have completed 21 years of service on their anniversary will receive 23 vacation days, those with 22 years of service on their anniversary date will receive 24 vacation days, and those with 23 years of service will receive 25 vacation days on their anniversary date

We appreciate your time and consideration.

Sincerely,

*Margaret M. Luberda*

**THE TOWN OF BRANFORD, CONNECTICUT**

~~-And-~~

**THE UNITED PUBLIC SERVICE EMPLOYEES UNION,**

**UNIT #424**

**WATER TREATMENT EMPLOYEES**

**Tentative Agreement**

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2024 JUL - 3 P 3:53

*W. E. Griffin*  
BRANFORD TOWN CLERK

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**Tentative Agreement**

Modify based on the final agreement.

**AGREEMENT**  
**Between**  
**THE TOWN OF BRANFORD**  
**And**

**THE UNITED PUBLIC SERVICE EMPLOYEES UNION, unit #424,**

This Agreement entered into by and between the Town of Branford (hereinafter referred to as the "Town") and the United Public Service Employees Union, Unit #424, (hereinafter referred to as the "Union").

**PREAMBLE**

The welfare of the Town of Branford and its employees is dependent upon the service the Town renders the public. Improvements in this service and economy in operating and maintaining expenses 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 economical 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.

**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: the right to obtain from any source and to contract for materials, services, supplies and equipment, including work currently performed by members of the bargaining unit, 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, assignments, direction, scheduling of hours of work 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 and uniformly applied work rules by the Superintendent or with his express approval; and the taking of all necessary actions to carry out its objectives in emergencies.

**ARTICLE 1**  
**RECOGNITION**

- 1.0 All employees of the Waste Water Treatment Plant of the Town of Branford as set out by classification in Appendix A.
- 1.1 The Town may hire non-bargaining unit employees on a temporary basis to work for the Waste Water Treatment Facility, when a bargaining unit employee is unable to work due to sickness, an accepted workers' compensation claim or an unpaid leave of absence. The length of temporary employment shall not exceed ninety (90) calendar days without the written agreement of the bargaining unit.

**ARTICLE 2**  
**DUES CHECK OFF**

- 2.0 The Town agrees to deduct from the pay of all its employees who, in writing, authorize such deductions from their wages, such membership dues as may be fixed by the Union. Such deduction shall continue for the duration of the Agreement except that any employee may withdraw such authorization in writing by certified mail to UPSEU Local #424, Unit 5 with a copy to the Director of Human Resources.
- 2.1 The deduction for any month shall be made during each payroll period of said month and shall be remitted to the Union together with a list of names of employees from whose wages such deductions have been made.

**Tentative Agreement**

- 2.2 The Employer's 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 any employee, terminated by layoff, is rehired during the life of the contract then in existence.
- 2.3 The Union agrees to save the Town harmless from any damages, fees, costs or assessments 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 3**  
**SENIORITY**

- 3.0 The length of continuous service of the employee in the bargaining unit shall determine the seniority of the employee.
- 3.1 All new employees shall, for the first one hundred and twenty (120) working days of their employment, be considered probationary employees. The probationary period may be extended for a period of thirty (30) working days in the sole discretion of the Town. If retained after the one hundred and twenty (120) working day period, these employees shall be placed upon the seniority list with seniority as of the date of hiring. Days lost from work for any reason beyond five (5) working days during the one hundred and twenty (120) day probationary period or, if applicable, during an extended probationary period shall not be counted as employment for purposes of computing the initial or extended probationary period. All such employees may be dismissed during the probationary period.
- a. With respect to all matters (other than termination during the probationary period), probationary employees are covered by the terms of this Agreement and shall have access to the grievance procedure for the enforcement of their rights thereunder.
- 3.2 Laid-off employees shall be subject to recall in inverse order of layoff 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 employees responded to a call to report for work not more than ten (10) working days after receipt of notice sent to him/her by registered mail, to his/her last known post office address. A determination of "not qualified" shall not be made on arbitrary, capricious or discriminatory grounds. If such laid-off employee fails to report for work within fifteen (15) calendar days, he shall lose all rights of seniority unless he is temporarily incapacitated, preventing his reporting or is employed elsewhere, in which case he must notify the Town in writing within five (5) calendar days after the receipt of the notice to return that he will report for work as quickly as his health or temporary employment will permit, but no later than thirty (30) calendar days after receipt of notice to report to work.
- 3.3 Jobs of an emergency nature may be temporarily filled at once by those next in line of seniority in the classification pending the return of laid-off employees having seniority who have been notified to report for work as herein above provided.
- 3.4 The Town shall prepare and maintain, subject to examination and agreed correction by Union Representatives in writing, a seniority list (unit wide) to

record the status of each employee in the unit. The Union 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/her seniority status.

- 3.5 Seniority rights of a laid-off employee will continue to accumulate while he/she is laid off.
- 3.6 All promotions, transfers, and layoffs within the bargaining unit shall be in accordance with the rule of seniority herein stated, provided he is qualified based upon skill, ability, licenses, certifications, and past documented work performance.

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 fifteen (15) 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 without proper notification of absence 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 twelve (12) months over a rolling two (2) year period; or
- (8) is laid off in excess of 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 rehired by the Town. The failure of the Town to rehire such employee shall not be subject to the grievance provisions of this Agreement.

#### ARTICLE 4 HOURS OF WORK

##### Tentative Agreement

- 4.0 Regular hours of employment of all employees shall be forty (40) hours a week, divided equally over five (5) consecutive days of eight (8) hours each Monday through Friday, starting at ~~7:00~~ 6:00 a.m. and quitting at ~~3:30~~ 2:30 p.m. with a one-half (1/2) hour unpaid lunch break. However, ~~summer hours may be implemented in the discretion of the Town in which case the starting time will be 6:00 a.m. and the quitting time will be 2:30 p.m. with a one-half (1/2) hour unpaid lunch break~~ the Superintendent or designee may, upon two (2) weeks advance notice, change the hours to 7:00 a.m. and quitting at 3:30 p.m. The decision



**to change the hours of employment will not be made in an arbitrary and capricious manner.**

- 4.1 Any hours an employee is required to work beyond the normal regular hours of any work day or work week shall be compensated at one and one-half times (1 1/2x) his regular hourly rate of pay.
- a. Any hours worked on a Saturday shall be compensated at one and one-half times (1 1/2x) his regular hourly rate of pay, with a minimum of three (3) hours.
  - b. Any hours worked on a Sunday shall be compensated at one and one-half times (1 1/2x) his regular hourly rate of pay with a minimum of three (3) hours.
  - c. Any hours worked on a Holiday shall be compensated at one and one-half times (1 1/2x) his regular hourly rate of pay plus his regular holiday pay with a minimum of four (4) hours.
- 4.2 Any employee, having left the plant, who is called back to work after completing his day of eight (8) hours shall be granted a minimum of three (3) hours' work at the rates specified in this contract.
- 4.3 An assignment of overtime work, other than emergencies, shall be made at least four (4) hours in advance by the employee's supervisor.
- 4.4 All overtime work, including scheduled and emergency, shall be distributed equally among eligible, qualified employees as far as practicable. Employees may remove themselves from the eligibility list by notifying the Superintendent in writing; however, removal from the seniority list does not prevent the Town from ordering in employees for overtime.

#### **Tentative Agreement**

- 4.5 ~~Effective upon execution of this Agreement that expires on June 30, 2023, employees assigned to on-call status will be required to carry a cell phone and will receive \$45.00 each day that they are on-call between Monday through Friday and \$50.00 for each day that they are on-call on Saturday, Sunday and Holidays.~~ **Effective upon execution of this Agreement that expires on June 30, 2027, employees assigned to on-call status will be required to carry a cell phone and will receive \$50.00 each day that they are on-call between Monday through Friday and \$55.00 for each day that they are on-call on Saturday, Sunday, and Holidays.** Effective July 1, 2025, employees assigned to on-call status will be required to carry a cell phone and will receive \$55.00 each day that they are on-call between Monday through Friday and \$60.00 for each day that they are on-call on Saturday, Sunday, and Holidays. An employee

scheduled to be on-call may switch with another employee, with the approval of the Superintendent; the employee that takes the on-call assignment will receive the applicable payment, as set forth herein. An employee who is on-call shall respond to a call, and report to work, immediately.

**Effective upon execution of this Agreement that expires on June 30, 2027, up to two (2) employees each fiscal year who have completed more than fifteen (15) years of full-time service as a bargaining unit member shall not be required to carry a cell phone. However, these employees will still be subject to voluntary overtime and order-ins, in accordance with the overtime list.**

### **Tentative Agreement**

- 4.6 **Effective upon execution of this Agreement that expires on June 30, 2024, employees assigned to perform auto mechanic work will receive an additional ~~\$50.00 per day~~ \$75.00 for each day(s) week he is they are assigned to perform such work; the Superintendent or his designee has sole discretion in determining which employee(s) will be assigned.**
- 4.7 Employees will be provided with one (1) fifteen (15) minute break per day to be taken at a time approved by a supervisor. Travel time to a facility serving or selling food or beverages is included in the fifteen (15) minute break.

## **ARTICLE 5** **WAGES AND BENEFITS**

### **Tentative Agreement**

- 5.0 A. Appendix A will reflect the following wage increases:
- **Upon execution (for employees on the payroll at that time) and retroactive to July 1, 2023 – 2.5%**
  - **Fiscal Year 2024 – 2025 – 2.5%**
  - **Fiscal Year 2025 – 2026 – 2.5%**
  - **Fiscal Year 2026 – 2027 – 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.

B. Employees shall be paid weekly.

### Tentative Agreement

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 the full-time employees and 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 \_\_. Dependents are eligible to remain on the Town's Medical Plan up to age twenty-six (26) in accordance with applicable law. The Town will also let dependents remain on the Town's Dental Plan for the period up to age twenty-six (26).**

~~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 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) calendar days prior to said change or as soon as practicable.

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

### Tentative Agreement

5.1(a) 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 ratification and approval of this Agreement that expires on June 30, 2027, employees shall contribute the following amounts towards the premium cost of the health insurance plans provided by the Town, by weekly payroll deduction:**

|                                |              |
|--------------------------------|--------------|
| <b>CT Partnership Plan 2.0</b> | <b>14.5%</b> |
|--------------------------------|--------------|

**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:**

|                                |              |
|--------------------------------|--------------|
| <b>CT Partnership Plan 2.0</b> | <b>14.5%</b> |
|--------------------------------|--------------|

**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:**

|                                |              |
|--------------------------------|--------------|
| <b>CT Partnership Plan 2.0</b> | <b>14.5%</b> |
|--------------------------------|--------------|

**4) Effective July 1, 2026, employees shall contribute the following amounts towards the premium cost of the health insurance plans provided by the Town, by weekly payroll deduction:**

|                                |              |
|--------------------------------|--------------|
| <b>CT Partnership Plan 2.0</b> | <b>15.5%</b> |
|--------------------------------|--------------|

5.1(b) 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 whose spouse has access to either Town or Branford Board of Education medical benefits shall not be entitled to receive payments for waiving insurance coverage.

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 pro rata share of any waiver payment made.

Article 5, Section 5.1(b) shall not apply to employees hired on or after July 1, 2021.

- 5.1(c) Retired employees shall be able to purchase the medical insurance which an active employee receives including prescription drugs if permitted by the applicable insurance company, in force for the retiree and his/her spouse immediately prior to retirement. The retired employee shall be able to purchase said insurance at the group or COBRA rate, which will be used if the Town self-insures said coverage.

### Tentative Agreement

- 5.2 All employees shall receive work clothing to include outer work shirt (long and short sleeve), trousers, and two jackets (winter, summer). Winter jackets will be replaced upon inspection by the Town and shall not be unreasonably denied. Said clothing shall be supplied and laundered at no cost to the employee. Each employee shall be supplied with a sufficient amount of work clothes for the work week. ~~Effective 7/1/07, employees shall be reimbursed for safety shoes at One Hundred and Forty Five Dollars (\$145) per year, upon submission of original receipts to the Superintendent. Effective 7/1/15, employees shall be reimbursed for safety shoes at One Hundred and Sixty Five Dollars (\$165) per year, upon submission of original receipts to the Superintendent.~~ Effective 7/1/21, employees shall be reimbursed for safety shoes at One Hundred and Seventy-Five Dollars (\$175) per year, upon submission of original receipts to the Superintendent. **Effective July 1, 2024, employees shall be reimbursed for safety shoes at Two Hundred and Twenty-Five Dollars (\$225) per year, upon submission of original receipts to the Superintendent.** The Town agrees to provide the

uniforms and each employee is required to wear the appropriate supplied clothing during work hours and retain employee ID's while working.

- 5.3 If the employee is required to work for four (4) or more hours beyond his/her regularly scheduled workday, (s)he will be provided with a one-half (1/2) hour paid meal break.
- 5.4 The Town shall provide tools for the employees.
- 5.5 If a night shift is to be established, the Town and the Union shall negotiate the shift differential.
- 5.6 Employees will be eligible for the Connecticut Municipal Employees Retirement Fund B. Employee contributions to said fund will be made on a pre-tax basis.
- 5.7 Educational Improvement

Employees in this unit shall, in addition to their regular pay, receive the following payment for certification achieved:

|  |          |
|--|----------|
| State Certification for Grade I Operator   | \$300.00 |
| State Certification for Grade II Operator  | \$525.00 |
| State Certification for Grade III Operator | \$625.00 |
| State Certification for Grade IV Operator  | \$850.00 |
| Certification for Grade I Collection       | \$200.00 |
| Certification for Grade II Collection      | \$300.00 |
| Certification for Grade III Collection     | \$350.00 |
| Certification for Grade IV Collection      | \$550.00 |

Employees will receive one payment for the highest monetary amount associated with the level of certification achieved. For example, if an employee has a State Certification for Grade III Operator and a Certification for Grade III Collection, (s)he will receive one payment for the State Certification for Grade III Operator.

Certification credit payments shall be made in a lump sum subject to normal withholding in the first pay period of March each year.

### Tentative Agreement

- 5.8 The Town will reimburse employees for their annual CDL physical examination performed by a physician determined by the Town. **Employees who have an appointment for an annual CDL physical examination that is scheduled during their normal work hours will receive payment of up to one (1) hour at their regular hourly rate of pay for the time it takes during their regularly scheduled workday to attend the CDL physical examination.**

5.9 LONGEVITY PROGRAM

Employees will be eligible for the following longevity payment:

Service

|               |          |
|---------------|----------|
| 2 – 4 years   | \$325.00 |
| 5 – 7 years   | \$425.00 |
| 8 – 10 years  | \$525.00 |
| Over 10 years | \$625.00 |

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 September 30, 2010 will not be entitled to receive longevity payments.

5.10 Employees required to work in a higher classification shall be paid for all hours worked in the higher classification at the rate of pay of the higher classification, as set forth in Appendix A.

**ARTICLE 6**  
**HOLIDAYS**

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

|                             |                        |
|-----------------------------|------------------------|
| ½ day before New Year's Day | Labor Day              |
| New Year's Day              | Columbus Day           |
| Martin Luther King Day      | Veteran's Day          |
| Washington's Birthday       | Thanksgiving Day       |
| Good Friday                 | Day after Thanksgiving |
| Memorial Day                | ½ day before Christmas |
| Fourth of July              | Christmas              |

(plus any additional holiday declared and specified by the Town Government, as a day off)

6.1 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.

6.2 If an emergency makes it necessary to work on a Holiday, he shall be paid one and one-half times (1 1/2x) his regular hourly rate of pay plus his regular Holiday pay with a minimum of four (4) hours.

**ARTICLE 7**  
**VACATIONS**

- 7.0 Newly hired full-time employees will earn the equivalent of 1.08 vacation days per month up to a maximum of thirteen vacation days during the year in which they are hired. The following chart applies to each employee's start date during the first year of employment.

Earned on the 61<sup>st</sup> Day of employment 32 hours-4 days

After the 175<sup>th</sup> Day of employment earns 32 more hours-4 days

On the employee's one year anniversary earns remaining 40 hours-5 days  
for a total of 13 days.

On July 1<sup>st</sup> of the next fiscal year and each fiscal year thereafter, the employee will be credited with thirteen (13) vacation days to be used during the fiscal year.

- 7.1 Employees who have completed five (5) years of service on their anniversary date of hire will be credited with five (5) additional days to a total of eighteen (18) working days annually to be used by June 30<sup>th</sup>. If the employee is unable to use his/her five (5) additional accrued vacation days prior to July 1<sup>st</sup>, (s)he may carry over the accrued vacation time which must be used within the first two (2) months of the new fiscal year. Thereafter, on July 1<sup>st</sup>, the employee will be credited with eighteen (18) vacation days.

**Tentative Agreement**

- 7.2 ~~Effective upon execution of this Agreement that expires on June 30, 2023,~~ Employees who have completed fifteen (15) years of service on their anniversary date of hire will be credited with three (3) additional days to a total of twenty-one (21) working days annually to be used by June 30<sup>th</sup>. If the employee is unable to use his/her three (3) additional accrued vacation days prior to July 1<sup>st</sup>, (s) he may carry over the accrued vacation days which must be used within the first two (2) months of the new fiscal year. Thereafter, on July 1<sup>st</sup>, the employee will be credited with twenty-one (21) vacation days. Effective July 1, 2022, employees who have completed twenty (20) years of service on their anniversary date of hire will be credited with one (1) additional day to a total of twenty-two (22) working days annually to be used by June 30<sup>th</sup>. **Effective upon execution of this Agreement that expires on June 30, 2027, the following will apply: employees who have completed twenty-one (21) years of service on their anniversary date will be credited with twenty-three (23) working days annually to be used by June 30<sup>th</sup>; employees who have completed twenty-two (22) years of service on their anniversary date will be credited with twenty-four (24) working days annually to be used by June 30<sup>th</sup>; and employees who have completed twenty-three (23)**



years of service on their anniversary date will be credited with twenty-five (25) working days annually to be used by June 30<sup>th</sup>. If the employee is unable to use his/her one (1) additional accrued vacation day prior to July 1<sup>st</sup>, (s) he may carry over the accrued vacation day which must be used within the first two (2) months of the new fiscal year. ~~Thereafter, on July 1<sup>st</sup>, the employee will be credited with twenty-two (22) vacation days.~~

- 7.3 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.
- 7.4 Employees shall not be called back to work while on vacation except for emergency work, and if called back, shall receive the regular vacation pay plus time and one-half (1 1/2x) for the hours worked.
- 7.5 Employees shall be granted their vacation by seniority preference throughout the year subject to the demands of service as determined by the Department Head.
- 7.6 Employees shall give their Department head twenty-four (24) hours' notice in order to be eligible to take a vacation day and two (2) weeks' notice to be eligible to take a vacation of one (1) week or more. Vacation time may be taken in increments of no less than four (4) hours. Requests for vacation time off may be granted in the discretion of the Department Head or his designee if an employee provides less than the notice provided for herein.
- 7.7 No more than five (5) days of unused vacation will be carried over from one fiscal year to the next. The balance of vacation days carried over may never exceed five (5) days more than the allotted vacation in a fiscal year.

## **ARTICLE 8**

### **LEAVE PROVISIONS**

- 8.0 Each employee shall earn one and one quarter (1¼) days per month sick leave with pay.
- (a) It is the intent of this provision that each employee in the bargaining unit who serves continuously until the anniversary date of hire shall earn a total of fifteen (15) working days paid sick leave during the year.
- Each employee hired after July 1, 2007 shall earn one (1) day per month sick leave with pay.
- (b) Employees hired after July 1, 1984 and before July 1, 1996 shall be allowed to accumulate a maximum of 120 sick leave days. Effective upon the signing of this Agreement, employees hired after July 1, 1996, shall be allowed to accumulate a maximum of 100 sick leave days.

- (c) If an employee is out of work on sick leave for three (3) days in a thirty day period, and the Town notifies the employee in writing that (s)he is a suspected sick leave abuser, the Town may, in its discretion, require the employee to obtain a doctor's note to support his/her next absence due to sick leave. The Town will reimburse the employee for the cost of his/her co-pay for said doctor's visit.
- 8.1 Four (4) days special leave with pay shall be granted for death in the immediate family if the death occurs during the work week. Should the leave period include days not scheduled normally as work days, only the actual work days necessary to complete the four (4) day period shall be allowed. 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 or step-child or any individual who resides in the employee's residence.
- Extended leave may be granted for special cases with the approval of the Director of Human Resources or the First Selectman.
- 8.2 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 as severance pay in a lump sum within a month, excepting employees hired after July 1, 1993, such employees entitled to receive compensation for accumulated sick leave up to seventy (70) days. Further, employees hired after July 1, 1996, shall be entitled to receive compensation for accumulated sick leave up to forty-five (45) days. Employees hired after September 20, 2010, shall not be entitled to receive compensation for accumulated sick leave.
- 8.3 Time off without loss of pay to act as a pallbearer shall be granted upon request of an employee with the approval of the First Selectman or his designee.
- 8.4 Leave of absence without benefits requested in writing to the Town by an employee or his qualified Representative, shall be granted a maximum period of one (1) year for legitimate purposes, as determined by the First Selectman or his/her designee, and shall be in writing by the Department Head to the Employee with a copy to the Union Secretary. Failure to return to work after the authorized leave of absence shall terminate an employee's seniority rights. Upon return to work, all other rights and privileges shall be granted as if no break.
- 8.5 Workers' Compensation shall be supplemented by the difference in the employee's regular pay for no longer than twelve (12) months over a rolling two (2) year period of time. 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 on the status of this third-party claim; the Town shall be entitled to reimbursement for any payment made pursuant to a third-party claim in

accordance with the procedures contained in the Workers' Compensation Act. 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.

- 8.6 Employees shall be entitled to any and all provisions they are eligible for under the Family and Medical Leave Act.

## **ARTICLE 9**

### **GRIEVANCE PROCEDURE**

- 9.0 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 rule or regulation affecting wages, salary, hours or work, general classification of position, promotion, dismissal, suspension, demotion, transfer, layoff, sickness, vacation or other leave, or other conditions of employment shall seek adjustment in the Step order listed below. Written warnings shall be issued by the supervisor to the affected employee on ordinary infraction of rules before suspensions are issued against an employee. A copy of such warning shall also be given to the Chief Steward by the Supervisor. Oral warnings shall precede written warnings. Time extension beyond those stipulated below may be arrived at by mutual agreement of the parties concerned. All references to days in this section shall mean calendar days.

#### Step 1 – Employee to Superintendent

Within fifteen (15) days of its occurrence, or knowledge of its occurrence, the affected employee or the Union shall present to the Superintendent the facts available pertaining to the problem or incident and the remedy sought to adjust the problem.

Within seventy-two (72) hours, the Superintendent shall adjust the problem or notify in writing the employee and/or his Representative of his decision.

#### Step 2 – To the Director of Human Resources

The employee and/or the Union may appeal the decision of the Superintendent to the Director of Human Resources within fifteen (15) days. The Director of Human Resources shall render a decision in writing to the Union within ten (10) days of receipt of the grievance.

#### Step 3-- To the First Selectman

The employee and/or the Union may appeal the decision of the Director of Human Resources to the First Selectman within fifteen (15) days. The First

Selectman shall render a decision in writing to the Union within ten (10) days of receipt of the grievance.

#### Step 4 - Arbitration

The Union may appeal the decision of the First Selectman by submitting the grievance to the State Board of Mediation and Arbitration within twenty (20) days of the decision of the First Selectman, ~~excepting for a~~ termination grievance, which may be appealed within ten (10) days of the decision of the First Selectman. A copy of said appeal shall be filed simultaneously with the Town. The Town may, however, choose to have the case heard before the American Arbitration Association as long as it pays for the cost of the arbitrator, less the filing fee the Union would have incurred by submitting the grievance to the State Board of Mediation and Arbitration.

- 9.1 In case of disciplinary action resulting in written documentation in an employee's personnel file, the Town shall take appropriate action to request the right to remove/destroy such documentation after a period of eighteen (18) months from the date it is placed in the file, upon written request by the affected employee and provided said employee has not subsequently been disciplined for the same or reasonable related offense.

If the Town's request to remove/destroy such documentation is denied by the State record keeper's office, the Town agrees it shall no longer rely upon such prior documentation to determine future disciplinary actions against the employee.

### **ARTICLE 10** **SAFETY AND HEALTH**

- 10.0 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 by the Superintendent or his designee.

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 the Superintendent or his 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 Superintendent or his designee.

- 10.1 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.
- 10.2 Employees shall be provided with a secure area in which to change clothes and shower, and be provided with a separate break area.

#### **ARTICLE 11** **PRIOR PRACTICE**

- 11.0 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 12** **UNION ACTIVITIES**

- 12.0 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. Such leave may be taken in increments of one (1) hour. Leave under this Article must be requested through the Superintendent in writing to the First Selectman or his designee at least seven (7) days in advance. Such leave shall not be unreasonably denied.
- 12.1 In the event Union officials are required to meet with Town officials on grievance matters or contract negotiations during their regular working hours, they shall not suffer any loss of pay for the time involved.

#### **ARTICLE 13** **PRIVATIZATION**

- 13.0 (See Memorandum of Understanding attached hereto).

#### **ARTICLE 14** **JOB DESCRIPTION**

14.0 The Town shall provide the Union with job descriptions when completed.

**ARTICLE 15**  
**DURATION**

15.0 Except as otherwise provided, 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.

15.1 The Town will provide each employee with a copy of this Agreement by email 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. The UPSEU office will be provided with six (6) signed copies of this Agreement, within thirty (30) days after the signing of this Agreement, from the Town.

This Agreement will become effective upon execution and shall remain in full force and effect until June 30, 2023 2027 and each year thereafter unless either party gives notice to the other of its intention to change this Agreement. Said notice to the other party must be given in writing during the month of January prior to the end of the current fiscal year.

**Tentative Agreement**

**The Union agrees to withdraw, with prejudice, MPPs pending before the State Board of Labor Relations concerning the Town's change to the CT Partnership Plan/alleged repudiation (other than the MPP already heard regarding the change to the CT Partnership), as well as all grievances pending before the Board of Mediation and Arbitration concerning the change to the CT Partnership Plan and an alleged breach of the insurance language set for in the CBA.**

**SIGNATURE BLOCK**

The present Agreement will remain in full force until a new Agreement is signed.

Dated at the Town of Branford, Connecticut this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

For the Union

For the Town

\_\_\_\_\_  
Dan Bonfiglio  
UPSEU

\_\_\_\_\_  
Jamie Cosgrove, Selectman

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**Kevin E Boyle, UPSEU President**

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**Margaret Luberda, Director of  
Human Resources**

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**Emmanuel Gionteris, Unit President**

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## MEMORANDUM OF UNDERSTANDING - SUBCONTRACTING

The Town of Branford (the "Town") and UPSEU, Local #424, Unit 5 (the "Union") hereby agree to the following:

1. The Town and the Union agree to delete Article 13 – Subcontractors – Section 13.0, from the parties' collective bargaining agreement with the understanding that the Town will not lay off current bargaining unit members for the purpose of subcontracting bargaining unit work. Further, if a member of the bargaining unit separates his/her employment with the Town, the Town will replace said individual within three (3) months of separation so that there are a minimum of six (6) bargaining unit members. If the Town adds another bargaining unit member to the sewer plant in fiscal year 2000 – 2001, the Town will maintain a minimum of seven (7) bargaining unit members.
2. The Town and the Union agree that if the sewer plant is privatized by the Town, in accordance with Article 14 of the parties' collective bargaining agreement, the Company hired to operate the plant will be required to hire all bargaining unit members employed at the time the Company takes over operations at the sewer plant. Said Company shall also be required to provide the same wages and comparable benefits to the bargaining unit employees who are employed by the Town at the time the Company takes over operations at the sewer plant. Further, said Company will be required to agree that it can only terminate the bargaining unit employees it hires for just cause. Further, the Company will be required to allow said bargaining unit members the right to have their termination heard before the State of Connecticut, Board of Mediation and Arbitration.
3. If the Town is seriously considering privatization of the sewer plant, it will notify the Union and provide the Union with notices of public meetings that will occur to discuss such privatization.
4. If the sewer plant is privatized, employees working at the sewer plant at the time of privatization will be given preference in the filling of existing vacant positions in the Town as long as the particular employee has the skill and ability necessary to perform the position to which (s)he is applying for, and also as long as the Town would not be in violation of the terms of an existing collective bargaining agreement.



**TOWN OF BRANFORD**

**UPSEU, Local #424, Unit 5**

\_\_\_\_\_  
Anthony DaRos  
First Selectman

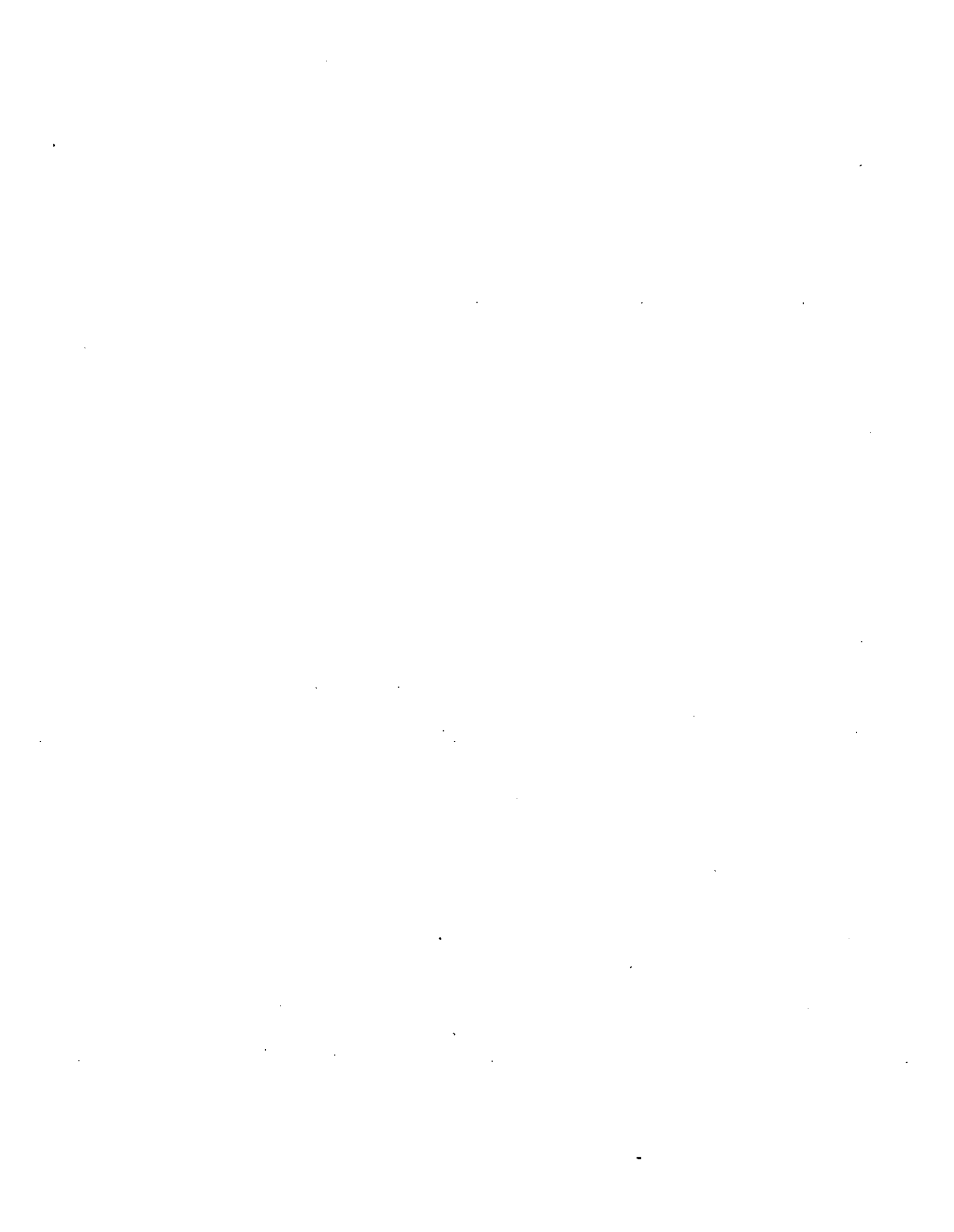
\_\_\_\_\_  
John Knowlton  
President UPSEU, Local #424, Unit 5

Date \_\_\_\_\_

Date \_\_\_\_\_



# APPENDIX A



Appendix A Wages 2023-2027  
 WPCA Employees

| Position                      | Hours | 2022/2023 |              | 2023/2024 |              | 2.50%    |              | 2.50%    |              | 2.50%    |              | 2.50%    |              |
|-------------------------------|-------|-----------|--------------|-----------|--------------|----------|--------------|----------|--------------|----------|--------------|----------|--------------|
|                               |       | Hourly    | Annual       | Hourly    | Annual       | Hourly   | Annual       | Hourly   | Annual       | Hourly   | Annual       | Hourly   | Annual       |
| Laborer                       | 40    | \$ 27.08  | \$ 56,347.20 | \$ 27.77  | \$ 57,761.60 | \$ 28.46 | \$ 59,196.80 | \$ 29.17 | \$ 60,673.60 | \$ 29.90 | \$ 62,192.00 | \$ 30.64 | \$ 63,752.00 |
| Assistant Mechanic            | 40    | \$ 29.56  | \$ 61,484.80 | \$ 30.30  | \$ 63,024.00 | \$ 31.08 | \$ 64,604.80 | \$ 31.84 | \$ 66,227.20 | \$ 32.64 | \$ 67,891.20 | \$ 33.44 | \$ 69,600.00 |
| Operator                      | 40    | \$ 28.58  | \$ 58,528.40 | \$ 30.32  | \$ 63,065.60 | \$ 31.08 | \$ 64,608.40 | \$ 31.86 | \$ 66,258.80 | \$ 32.66 | \$ 67,932.80 | \$ 33.48 | \$ 69,660.80 |
| Mechanic                      | 40    | \$ 32.25  | \$ 67,080.00 | \$ 33.06  | \$ 68,764.80 | \$ 33.89 | \$ 70,491.20 | \$ 34.74 | \$ 72,259.20 | \$ 35.61 | \$ 74,068.80 | \$ 36.48 | \$ 75,926.40 |
| Collection Systems Maintainer | 40    | \$ 32.25  | \$ 67,080.00 | \$ 33.06  | \$ 68,764.80 | \$ 33.89 | \$ 70,491.20 | \$ 34.74 | \$ 72,259.20 | \$ 35.61 | \$ 74,068.80 | \$ 36.48 | \$ 75,926.40 |
| Process Operator              | 40    | \$ 32.25  | \$ 67,080.00 | \$ 33.06  | \$ 68,764.80 | \$ 33.89 | \$ 70,491.20 | \$ 34.74 | \$ 72,259.20 | \$ 35.61 | \$ 74,068.80 | \$ 36.48 | \$ 75,926.40 |
| Electrician                   | 40    | \$ 33.52  | \$ 69,721.60 | \$ 34.36  | \$ 71,488.00 | \$ 35.22 | \$ 73,287.60 | \$ 36.10 | \$ 75,118.00 | \$ 37.00 | \$ 76,960.00 | \$ 37.80 | \$ 78,776.00 |
| Lab Technician                | 40    | \$ 34.40  | \$ 71,552.00 | \$ 35.26  | \$ 73,240.80 | \$ 36.14 | \$ 75,171.20 | \$ 37.04 | \$ 77,043.20 | \$ 37.97 | \$ 78,977.60 | \$ 38.88 | \$ 80,912.00 |
| Collection Supervisor         | 40    | \$ 34.40  | \$ 71,552.00 | \$ 35.26  | \$ 73,240.80 | \$ 36.14 | \$ 75,171.20 | \$ 37.04 | \$ 77,043.20 | \$ 37.97 | \$ 78,977.60 | \$ 38.88 | \$ 80,912.00 |
| Process Chief                 | 40    | \$ 34.40  | \$ 71,552.00 | \$ 35.26  | \$ 73,240.80 | \$ 36.14 | \$ 75,171.20 | \$ 37.04 | \$ 77,043.20 | \$ 37.97 | \$ 78,977.60 | \$ 38.88 | \$ 80,912.00 |

\* Retroactive payments to July 1, 2023, are for employees on the payroll as of execution.



# APPENDIX B





| BENEFIT FEATURE  | IN-NETWORK   | OUT-OF-NETWORK   |
|--|--|--|
| Preventive Care (including adult and well-child exams and immunizations, routine gynecologist visits, mammograms, colonoscopy) | \$0  | 20% of allowable UCR* charges  |
| Annual Deductible (amount you pay before the Plan starts paying benefits)  | Individual: \$350<br>Family: \$350 per member (\$1,400 maximum)<br><i>Waived for HEP-compliant members</i> | Individual: \$300<br>Family: \$900   |
| Coinsurance (the percentage of a covered expense you pay <i>after</i> you meet the Plan's annual deductible)                   | Not applicable   | 20% of allowable UCR* charges  |
| Annual Out-of-Pocket Maximum (amount you pay before the Plan pays 100% of allowable/UCR* charges)                              | Individual: \$2,000<br>Family: 4,000   | Individual: \$2,300 (includes deductible)<br>Family: \$4,900 (includes deductible)             |
| Primary Care Office Visits   | \$15 copay (\$0 copay for Preferred Providers)   | 20% of allowable UCR* charges  |
| Specialist Office Visits   | \$15 copay (\$0 copay for Preferred Providers)   | 20% of allowable UCR* charges  |
| Urgent Care & Walk-In Center Visits  | \$15 copay   | 20% of allowable UCR* charges  |
| Acupuncture (20 visits per year)   | \$15 copay   | 20% of allowable UCR* charges  |
| Chiropractic Care  | \$0 copay  | 20% of allowable UCR* charges  |
| Diagnostic Labs and X-Rays <sup>1</sup><br>** High Cost Testing (MRI, CAT, etc.)   | \$0 copay (your doctor will need to get prior authorization for high-cost testing)                         | 20% of allowable UCR* charges (you will need to get prior authorization for high-cost testing) |
| Durable Medical Equipment  | \$0 (your doctor may need to get prior authorization)  | 20% of allowable UCR* charges (you may need to get prior authorization)                        |

<sup>1</sup> IN NETWORK: Within your carrier's immediate service area, no co-pay for preferred facility. 20% cost share at non-preferred facility. Outside your carrier's immediate service area: no co-pay.

<sup>1</sup> OUT OF NETWORK: Within your carrier's immediate service area, deductible plus 40% coinsurance. Outside of carrier's immediate service area: deductible plus 20% coinsurance.

**CONNECTICUT  
PARTNERSHIP PLAN** 

**POS MEDICAL BENEFIT SUMMARY**

| BENEFIT FEATURE   | IN-NETWORK   | OUT-OF-NETWORK  |
|---|--|---|
| Emergency Room Care   | \$250 copay (waived if admitted)                           | \$250 copay (waived if admitted)  |
| Eye Exam (one per year)   | \$15 copay   | 50% of allowable UCR* charges   |
| **Infertility<br>(based on medical necessity)   |  |   |
| Office Visit  | \$15 copay   | 20% of allowable UCR* charges   |
| Outpatient or Inpatient<br>Hospital Care  | \$0  | 20% of allowable UCR* charges   |
| **Inpatient Hospital Stay   | \$0  | 20% of allowable UCR* charges   |
| Mental Healthcare/Substance Abuse<br>Treatment  | \$0  | 20% of allowable UCR* charges<br>(you may need to get prior<br>authorization)                                 |
| **Inpatient   |  |   |
| Outpatient  | \$15 copay   | 20% of allowable UCR* charges   |
| Nutritional Counseling<br>(Maximum of 3 visits per Covered<br>Person per Calendar Year)   | \$0  | 20% of allowable UCR*<br>charges  |
| **Outpatient Surgery  | \$0  | 20% of allowable UCR* charges   |
| **Physical/Occupational Therapy   | \$0  | 20% of allowable UCR* charges,<br>up to 60 inpatient days and<br>30 outpatient days per<br>condition per year |
| Foot Orthotics  | \$0 (you may need<br>to get prior authorization)           | 20% of allowable UCR* charges<br>(you may need to get prior<br>authorization)                                 |
| Speech therapy: Covered for treatment<br>resulting from autism, stroke, tumor<br>removal, injury or congenital anomalies<br>of the oropharynx | \$0  | Deductible plus Coinsurance<br>(30 visits per Calendar Year)  |
| Medically necessary treatment<br>resulting from other causes is subject to<br>Prior Authorization   | \$0 (30 visits per Covered<br>Person per Calendar<br>Year) | Deductible plus Coinsurance<br>(30 visits per Calendar Year)  |

\*Usual, Customary and Reasonable. You pay 20% coinsurance based on UCR, plus you pay 100% of amount provider bills you over UCR.

\*\* Prior authorization required. If you use in-network providers, your provider is responsible for obtaining prior authorization from Anthem. If you use out-of-network providers, you are responsible for obtaining prior authorization from Anthem.

*When you need information about your benefits...*

CareCompass.CT.gov is your one-stop shop for benefits and general information on your coverage. Click Partnership to view medical, dental, pharmacy and vision benefit information.

- Access your personalized benefits portal at [carecompass.quantum-health.com](http://carecompass.quantum-health.com), or by clicking Sign In on the Care Compass home page
- To view forms, visit [CareCompass.CT.gov/forms](http://CareCompass.CT.gov/forms), or click the Forms button at the bottom of the Care Compass home page.

*When you need benefits support...*

You and any enrolled dependents can speak with a personal Care Coordinator (833-740-3258) for help understanding your benefits, finding a doctor, and dealing with the complexities of health care. Quantum Health makes it easier for you to navigate your benefits and access the right care for you by coordinating with your medical, pharmacy, and dental member service teams. Chat with a Care Coordinator 8:30 a.m. – 10 p.m., Monday – Friday, at 833-740-3258, or send a message through your secure portal.

*Earn incentives*

The state of Connecticut has identified providers that meet the highest patient care standards for specific procedures and conditions as "Providers of Distinction". By completing your care with a designated "Provider of Distinction", you will receive a cash incentive in the mail.

To view a full list of procedures and incentives, visit [CareCompass.CT.gov/providersofdistinction](http://CareCompass.CT.gov/providersofdistinction). Note: The amount of the reward varies by procedure or condition.

*When you need to find the best provider or to find a location for a routine lab test...*

Visit [asc.ct.gov/ctpartner](http://asc.ct.gov/ctpartner) then scroll to Find Providers.

You pay nothing—\$0 copay—for lab tests, if you visit a preferred Site of Service provider. To find a Site of Service provider, contact Anthem or use the Find Care tool.

*When you're injured...*

Your health plan has resources to help you through orthopedic injuries, from diagnosis to minor aches and pains, to surgery and recovery.

Get help diagnosing minor or lingering injuries through a virtual visit. Your provider will help create a rehab program you can do at home.

For surgical procedures, find the best providers for the care you need. Learn more at [CareCompass.CT.gov/orthopedics](http://CareCompass.CT.gov/orthopedics).

*Help Managing and Reversing Diabetes*

Get help managing Type 1 or Type 2 Diabetes with Virta Health. Members are connected and supported with access to a diabetes health coach and receive free testing supplies and tips to manage their A1c. In the diabetes reversal program, where members with Type 2 Diabetes can learn to eat their way to better health with personalized nutrition plans and support from medical providers, professional coaches, and digital health tools.

*Help Preventing Diabetes*

If you have prediabetes, the digital Diabetes Prevention Program offered by Wellspark can help you prevent diabetes by focusing on lifestyle changes.

To learn more about these programs, visit [CareCompass.CT.gov/diabetes](http://CareCompass.CT.gov/diabetes).

| Prescription Drugs                           | Maintenance<br>(31 to 90-day supply) | Non-Maintenance<br>(up to 30-day supply) | HEP Chronic<br>Conditions |
|--|--------------------------------------|--|---------------------------|
| Generic (preferred/non-preferred)**          | \$5/\$10                             | \$5/\$10                                 | \$0                       |
| Preferred/Listed Brand<br>Name Drugs         | \$25                                 | \$25                                     | \$5                       |
| Non-Preferred/Non-Listed<br>Brand Name Drugs | \$40                                 | \$40                                     | \$12.50                   |
| Annual Out-of-Pocket<br>Maximum              | \$4,600 Individual/\$9,200 Family    |  |                           |

+ Initial 30-day supply at retail pharmacy is permitted. Thereafter, 90-day supply is required—through mail-order or at a retail pharmacy participating in the State of Connecticut Maintenance Drug Network.

++ Prescriptions are filled automatically with a generic drug if one is available, unless the prescribing physician submits a Coverage Exception Request attesting that the brand name drug is medically necessary.

*Preferred and Non-Preferred Brand  
Name Drugs*

A drug's tier placement is determined by Caremark's Pharmacy and Therapeutics Committee, which reviews tier placement each quarter. If new generics have become available, new clinical studies have been released, new brand-name drugs have become available, etc., the Pharmacy and Therapeutics Committee may change the tier placement of a drug.

If your doctor believes a non-preferred brand-name drug is medically necessary for you, they will need to complete the Coverage Exception Request form (available at [www.wsc.ct.gov/cipartner](http://www.wsc.ct.gov/cipartner)) and fax it to Caremark. If approved, you will pay the preferred brand co-pay amount.

*If You Choose a Brand Name When a  
Generic Is Available*

Prescriptions will be automatically filled with a generic drug if one is available, unless your doctor completes Caremark's Coverage Exception Request form and it is approved. (It

is not enough for your doctor to note "dispense as written" on your prescription; a separate form is required.) If you request a brand-name drug over a generic alternative without obtaining a coverage exception, you will pay the generic drug co-pay PLUS the difference in cost between the brand and generic drug.

*Mandatory 90-day Supply for  
Maintenance Medications*

If you or your family member takes a maintenance medication, you are required to get your maintenance prescriptions as 90-day fills. You will be able to get your first 30-day fill of that medication at any participating pharmacy. After that your two choices are:

- Receive your medication through the Caremark mail-order pharmacy, or
- Fill your medication at a pharmacy that participates in the State's Maintenance Drug Network (see the list of participating pharmacies on [www.osc.ct.gov/cipartner](http://www.osc.ct.gov/cipartner)) and scroll down to Pharmacy under Benefit Summaries.)

# Summary of Benefits

## Anthem Dental Essential Choice

Town of Branford  
Anthem Blue Cross and Blue Shield Dental Complete Network



### WELCOME TO YOUR DENTAL PLAN!

Regular dental checkups can help find early warning signs of certain health problems, which means you can get the care you need to get healthy. So, don't skimp on your dental care, good oral care can mean better overall health!

#### Powerful and easily accessible member tools.

- **Ask a Hygienist:** Dental members can simply email their dental questions to a team of licensed dental professionals who in turn will respond in about 24 hours.
- **Dental Health Risk Assessment:** We want our dental members to better understand their oral health and their risk factors for tooth decay, gum disease and oral cancer. This easy to use online tool can help them do this.
- **Dental Care Cost Estimator:** In order to help our dental member better understand the cost of their dental care, we offer access to a user-friendly, web-based tool that provides estimates on common dental procedures and treatments when using a network dentist.
- **More Capabilities:** With our latest mobile application, members can find a network dentist as well as view their claims. Our application is available for both Android and Apple phones.

#### Dentists in your plan network.

- You'll save money when you visit a dentist in your plan network because Anthem Blue Cross and Blue Shield (Anthem) and the dentist have agreed on pricing for covered services. Dentists who are not in your plan network have not agreed to pricing, and may bill you for the difference between what Anthem pays them and what the dentist usually charges.
- To find a dentist by name or location, go to [anthem.com](http://anthem.com) or call dental customer service at the number listed on the back of your ID card.

#### Ready to use your dental benefits?

- Choose a dentist from the network
- Make an appointment
- Show the office staff your member ID card
- Pay any deductible or copy that is part of your plan

#### Need to contact us?

See the back of your ID card for who to call, write or email us.

### Your dental benefits at a glance

The following benefit summary outlines how your dental plan works and provides you with a quick reference of your dental plan benefits. For complete coverage details, please refer to your policy.

| Coverage Year  | Individual                  | Family                      |
|--|-----------------------------|-----------------------------|
| <b>Annual Benefit Maximum</b>  |                             |                             |
| • Per Insured person   | \$1,000                     | \$1,000                     |
| • Diagnostic & Preventive Services are applied to the Annual Maximum |                             |                             |
| <b>Annual Maximum Carryover</b>                                      | No                          | No                          |
| <b>Orthodontic Lifetime Benefit Maximum</b>                          |                             |                             |
| • Not applicable   | Not applicable              | Not applicable              |
| <b>Annual Deductible</b>   |                             |                             |
| • Per Insured person   | \$25                        | \$25                        |
| • Family maximum   | 3x single member deductible | 3x single member deductible |
| <b>Deductible Waived for Diagnostic/Preventive Services</b>          | Yes                         | Yes                         |
| <b>Out-of-Network Reimbursement:</b>                                 | 80th percentile             |                             |

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| Service Category   | Antem Health Plans | Antem Health Plans | Waiting Period    |
|--|--------------------|--------------------|-------------------|
| <b>Diagnostic and Preventive Services</b>  | 80% Coinsurance    | 80% Coinsurance    | No Waiting Period |
| <ul style="list-style-type: none"> <li>• Periodic oral exam               <ul style="list-style-type: none"> <li>◦ Limited to 2 per 12 months</li> </ul> </li> <li>• Teeth cleaning (prophylaxis)               <ul style="list-style-type: none"> <li>◦ Limited to two per 12 months combined with periodontal maintenance</li> </ul> </li> <li>• Bitewing X-rays               <ul style="list-style-type: none"> <li>◦ Limited to one set per 12 months</li> </ul> </li> <li>• Full Mouth or Panoramic X-rays               <ul style="list-style-type: none"> <li>◦ Limited to one per 60 months</li> </ul> </li> <li>• Fluoride application               <ul style="list-style-type: none"> <li>◦ Limited to one per 12 months through age 18</li> </ul> </li> <li>• Sealant application               <ul style="list-style-type: none"> <li>◦ Limited to one per 60 months through age 18</li> </ul> </li> <li>• Space maintainer insertion               <ul style="list-style-type: none"> <li>◦ Limited to one per tooth space per lifetime through age 18</li> </ul> </li> </ul> |                    |                    |                   |
| <b>Basic (Restorative) Services</b>  | 80% Coinsurance    | 80% Coinsurance    | No Waiting Period |
| <ul style="list-style-type: none"> <li>• Consultation (second opinion); only with X-rays and no other services               <ul style="list-style-type: none"> <li>◦ Limited to one per 12 months</li> </ul> </li> <li>• Amalgam (silver-colored) filling               <ul style="list-style-type: none"> <li>◦ Limited to one per tooth surface per 24 months</li> </ul> </li> <li>• Composite (tooth-colored) filling               <ul style="list-style-type: none"> <li>◦ Limited to one per tooth surface per 24 months</li> <li>◦ posterior (back) fillings paid as an amalgam (silver-colored filling)</li> </ul> </li> <li>• Brush Biopsy (cancer test)               <ul style="list-style-type: none"> <li>◦ Limited to one per 12 months; all ages</li> </ul> </li> </ul>  |                    |                    |                   |
| <b>Endodontics (Non-Surgical)</b>  | 80% Coinsurance    | 80% Coinsurance    | No Waiting Period |
| <ul style="list-style-type: none"> <li>• Root Canal (permanent teeth only)               <ul style="list-style-type: none"> <li>◦ Limited to one per tooth per lifetime; permanent teeth only</li> </ul> </li> </ul>   |                    |                    |                   |
| <b>Endodontics (Surgical)</b>  | 80% Coinsurance    | 80% Coinsurance    | No Waiting Period |
| <ul style="list-style-type: none"> <li>• Apicoectomy and apicalization               <ul style="list-style-type: none"> <li>◦ Limited to one per tooth per lifetime; permanent teeth only</li> </ul> </li> </ul>   |                    |                    |                   |
| <b>Periodontics (Non-Surgical)</b>   | 80% Coinsurance    | 80% Coinsurance    | No Waiting Period |
| <ul style="list-style-type: none"> <li>• Periodontal maintenance               <ul style="list-style-type: none"> <li>◦ Limited to four per 12 months combined with teeth cleanings</li> </ul> </li> <li>• Scaling and root planing; when the tooth pocket has a depth of four millimeters or greater               <ul style="list-style-type: none"> <li>◦ Limited to one per quadrant per 24 months</li> </ul> </li> </ul>  |                    |                    |                   |
| <b>Periodontics (Surgical)</b>   | 80% Coinsurance    | 80% Coinsurance    | No Waiting Period |
| <ul style="list-style-type: none"> <li>• Periodontal surgery (osseous, gingivectomy, graft procedures)               <ul style="list-style-type: none"> <li>◦ Limited to one per quadrant per 36 months</li> </ul> </li> </ul>   |                    |                    |                   |
| <b>Oral Surgery (Simple)</b>   | 80% Coinsurance    | 80% Coinsurance    | No Waiting Period |
| <ul style="list-style-type: none"> <li>• Simple extraction               <ul style="list-style-type: none"> <li>◦ Limited to one per tooth per lifetime</li> </ul> </li> </ul>   |                    |                    |                   |
| <b>Oral Surgery (Complex)</b>  | 80% Coinsurance    | 80% Coinsurance    | No Waiting Period |
| <ul style="list-style-type: none"> <li>• Surgical extraction               <ul style="list-style-type: none"> <li>◦ Limited to one per tooth per lifetime</li> </ul> </li> </ul>   |                    |                    |                   |
| <b>Major (Restorative) Services</b>  | 50% Coinsurance    | 50% Coinsurance    | No Waiting Period |
| <ul style="list-style-type: none"> <li>• Crowns, onlays, veneers               <ul style="list-style-type: none"> <li>◦ Limited to one per tooth/arch per 64 months</li> </ul> </li> </ul>   |                    |                    |                   |
| <b>Prosthodontics</b>  | 50% Coinsurance    | 50% Coinsurance    | No Waiting Period |
| <ul style="list-style-type: none"> <li>• Dentures and bridges               <ul style="list-style-type: none"> <li>◦ Limited to one per tooth/arch per 64 months</li> </ul> </li> <li>• Implant placement               <ul style="list-style-type: none"> <li>◦ Not Covered</li> </ul> </li> <li>• Implant prosthodontics               <ul style="list-style-type: none"> <li>◦ Limited to one per tooth/arch per 64 months as a non-implant crown, bridge, and/or denture</li> </ul> </li> </ul>  |                    |                    |                   |
| <b>Repairs/Adjustments</b>   | 80% Coinsurance    | 80% Coinsurance    | No Waiting Period |
| <ul style="list-style-type: none"> <li>• Crown, denture, bridge repairs               <ul style="list-style-type: none"> <li>◦ Limited to one per 12 months not within 6 months of placement</li> </ul> </li> <li>• Denture and bridge adjustments:               <ul style="list-style-type: none"> <li>◦ Limited to two per tooth per 12 months not within 6 months of placement</li> </ul> </li> </ul>  |                    |                    |                   |

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**Dental Services (continued)**

|   | In-Network<br>Anthem PWS | Out-of-Network<br>Anthem PWS | Waiting<br>Period |
|---|--------------------------|------------------------------|-------------------|
| <b>Orthodontic Services</b><br>o Not covered  | Not covered              | Not covered                  | N/A               |
| <b>Temporomandibular Joint Disorder (TMJ)</b><br>• X-rays, splints, and surgical procedures including arthroscopy and orthotic devices<br>o Not Covered | Not Covered              | Not Covered                  | N/A               |
| <b>Cosmetic Teeth Whitening</b><br>o Not covered  | Not Covered              | Not Covered                  | N/A               |

NOTE: Cosmetic benefits, such as teeth bleaching, in an insurance policy may have income tax implications for both employer groups and plan members. For example, the dollar value of the cosmetic benefit may be considered part of an individual's taxable income. For more information concerning the tax ramifications of cosmetic insurance benefits, please consult a legal or tax advisor.

**Additional Services and Programs**

|  |              |              |                   |
|--|--------------|--------------|-------------------|
| <b>Anthem Whole Health Connection® - Dental</b><br>• For members with certain health conditions, additional dental benefits are available without a deductible, office visit copay, nor waiting periods. Eligible services are paid at 100% and won't reduce your coverage year annual maximum (if applicable).  | Included     | Included     | No waiting period |
| <b>Accidental Dental Injury Benefit</b><br>• Provides members 100% coverage for accidental injuries to teeth up to the coverage year annual maximum (if applicable). No deductibles, office visit copay, member coinsurance, nor waiting periods apply.  | Included     | Included     | No waiting period |
| <b>Extension of Benefits</b><br>• Following termination of coverage, members are provided up to 60 days to complete treatment started prior to their termination of coverage under the plan and eligible services will be covered.   | Included     | Included     | No waiting period |
| <b>International Emergency Dental Program</b><br>• Provides emergency dental benefits while working or traveling abroad from licensed, English-speaking dentists. Eligible covered services will be paid 100% with no deductibles, office visit copay, member coinsurance, nor waiting periods and won't reduce the member coverage year annual maximum (if applicable).         | Included     | Included     | No waiting period |
| <b>Kids Plus</b><br>• For members through age 12 covered services excluding orthodontic services, receive the corresponding coinsurance up to the coverage year annual maximum (if applicable). No deductibles, office visit copay, nor waiting periods apply. All other benefit limitations and exclusions apply. For additional coverage details, please refer to your policy. | Not Included | Not Included | Not applicable    |

**Additional Benefits and Exclusions**

- Services provided before or after the term of this coverage - Services received before your effective date or after your coverage ends, unless otherwise specified in the dental plan certificate.
- Orthodontics (unless included as part of your dental plan benefits) including orthodontic braces, appliances and all related services
- Cosmetic dentistry (unless included as part of your dental plan benefits) provided by dentists solely for the purpose of improving the appearance of the teeth when tooth structure and function are satisfactory and no pathologic conditions (cavities) exist
- Drugs and medications including intravenous conscious sedation, IV sedation and general anesthesia when performed with nonsurgical dental care
- Anesthesia, analgesic agents, and nitrous oxide, therapeutic drug injections, medicines or drugs for nonsurgical or surgical dental care except that intravenous conscious sedation is eligible as a separate benefit when performed in conjunction with complex surgical services.
- Waiting periods for endodontic, periodontic and oral surgery services may differ from other Basic Services or Major Services under the same dental plan. There is a 24 month waiting period for replacement of congenitally missing teeth or teeth extracted prior to coverage under this plan.

This is not a contract; it is a partial listing of benefits and services. All covered services are subject to the conditions, limitations, exclusions, terms and provisions of your policy. In the event of a discrepancy between the information in this summary and the policy, your policy will prevail.

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## GROUND RULES FOR NEGOTIATIONS

THE TOWN OF WINCHESTER ~~BRANFORD~~

-and-

THE UNITED PUBLIC SERVICE EMPLOYEES' UNION, UNIT #24

The Town of Branford (the "Town") and UPSEU, Unit #24 (the "Union") hereby agree to the following ground rules for negotiations:

1. The Town and the Union recognize and agree that negotiations proceed most effectively in private. Therefore, unless otherwise mutually agreed upon by the parties, neither the Town nor the Union will make any statements concerning the substance of negotiations to the public, the press, or any news media during negotiations, provided, however, that this clause shall not apply after mediation is complete or, if there is no mediation, upon commencement of the binding arbitration process. This paragraph will not prevent either party from reporting in private session on the substance of, or progress in, negotiations to its respective governing body - for the Town, its Board of Selectmen, and for the Union, its membership.

2. Each party shall designate a negotiating committee and a chief spokesperson(s) to represent and speak for its committee. Only the chief spokesperson(s) shall be authorized to make proposals, requests, commitments, and tentative agreements with the other party.

3. Negotiating sessions will be held on dates and times convenient to both parties. If either side must postpone a meeting, twenty-four (24) hours' notice shall be given, except in an emergency. Notice shall be given to William Ryan, for the Town, and to Union Representative Dan Bonfiglio, who shall notify their respective committees.

4. Neither party shall submit proposals on new topics after the second negotiating session, except by mutual agreement. The first negotiation session will be scheduled on a date following the ground rules meeting on December 7, 2023. This provision does not prohibit a party from modifying its proposals on a subject or making counterproposals.

5. No electronic or mechanical recording devices of any kind shall be used at any negotiating session but may be used at interest arbitration.

6. Negotiating sessions will be held at the Town. A session shall last no longer than three (3) hours unless mutually agreed. Caucuses shall be for not more than thirty (30) minutes unless mutually agreed.

7. A tentative agreement on an item shall not be withdrawn unless the complete tentative agreement is disapproved by either party under paragraph 8 below.

8. When a tentative agreement is reached on the entire contract, the full contract shall be reduced to writing and presented for approval by the Board of Selectman of the Town and ratification by the membership of the Union. All tentative agreements shall be included in the contract unless otherwise agreed to by the parties. Both parties agree that any tentative agreement reached at the table shall be recommended to their respective memberships for ratification and approval.

with  
12/7/23  
RTM  
D.B.  
12/7/23

9. Nothing in these ground rules shall prohibit either party from making proposals on a "Package Basis," which package must be accepted in whole to become a tentative agreement.

10. The parties may make offers of settlement off the record, and where so identified, such offers shall not be used as bargaining history.

11. The parties agree that their respective negotiating teams have the authority to approve a final tentative agreement at the bargaining table and will recommend said agreement to their respective bodies for ratification and approval.

12. Offers withdrawn during negotiations shall be withdrawn without prejudice.

13. These ground rules may be modified by mutual agreement of the chief spokespersons.

TOWN OF BRANFORD

By:   
William Ryan

Date: 12/7/23

UPSEU, UNIT #24

By:   
Dan Bonfiglio

Date: 12/7/23