

HUMAN RESOURCES DEPARTMENT

BRANFORD, CONNECTICUT



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Director of Human Resources

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October 22, 2021

To: Dennis Flanagan, Moderator RTM

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

Re: Agreement by and between the Town of Branford and the Teamsters Local 443, Public Works/Highway Employees to June 30, 2023.

Attached is the above-captioned tentative agreement which was ratified by the members of the Public Works/Highway Employees, Teamsters Local 443 on Thursday, October 28, 2021. The Town has until Saturday, December 11, 2021 to vote on this agreement, otherwise the TA will be considered approved.

Highlighted **Negotiated Contract Results:**

The PW Union requested a change in union representation and on November 21, 2019 the CT Department of Labor, Board of Labor Relations, approved the Public Works employee's union vote to become members of the Teamsters, Local 443.

Article 3.2 Recognition, page 4

The number of work days non-bargaining temporary employees may work in 30 day increments has increased **from ninety (90) days to one hundred and five (105) days**. The Town may also hire non bargaining unit employees on a seasonal basis who may work **from May 15 through October 15**. Previously seasonal employees could only be hired through September 15.

Article 4, Union Security, pages 4-5

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

Article 5, Seniority, page 6

If an employee is promoted to another position and within the first 90 days of the promotion this employee's performance is not satisfactory he/she may return to the former position **if the position has not been filled**.

Article 5.5 Seniority, page 7

The Town will provide the union with an updated seniority list in July and January.

Article 6, Hours of Work, page 7

The Town has specified the months of **May through October**, Monday through Friday, 6:00am to 2:30pm with a half an hour of lunch, as determined by the Town for Highway personnel as start and

ending hours of work. In addition, the Town will be able to assign a Truck Driver/Laborer or Operator position as a floater on a weekly floater basis as determined by the Town at the Transfer Station. There will be two Transfer Station Attendants position assigned on a permanent basis.

Article 7, Hours of Work, page 9 -11

This article specifically included non-bargaining unit employees being allowed to be hired, if necessary, to work at the Transfer Station to remove snow/ice during working hours.

Article 8, Wages and Benefits, page 11-14

This contract is retroactive to July 1, 2019. Two and a half percent (2.5%) increases will be awarded for the 2019-20 and 2020-21 fiscal years and two percent (2.0%) for the fiscal year 2021-22 and two and a quarter percent (2.25%) for the 2022-23 fiscal year.

This contract includes an agreed upon option for the Town to elect, if appropriate, the Connecticut State Partnership Medical PPO Plan or other carrier. Medical insurance plans begin on the first day of the month following the full time employee's start date or on the first day of the month if the employee begins their employment that date.

The current and future medical premium employee share costs will increase from 10% to 12% upon ratification of this contract. The contract also clarifies the legal requirement to offer all departing medical participating employees COBRA for the medical insurance plan.

Article 10, Vacations, page 18

If an employee wishes to be "called back" to work during a scheduled and approved vacation he/she may do so by informing the Director of Public Works or his/her designee in writing of such interest to do so.

Employees may not request vacation pay in advance.

Article 11, Leave Provisions, page 19-20

A stepmother and/or a stepfather will be included in the definition of immediate family for the purposes of time off due to death.

When an approved unpaid leave of absence is taken seniority and other benefits are not accrued during a leave of absence.

Article 12, Grievance Procedure, page 21-22

A clearer statement about the role of the arbitrator is defined.

Article 17, Clothing Allowance, page 24

Effective July 1, 2022 the annual fiscal year work boot allowance has been increased to \$175.

Article 20, Miscellaneous, page 26

The Town will pay the annual CDL physical exam performed by a physician determined by the Town.

Article 21, Effective Date, page 26

This contract will remain in force and effect for a period from execution through **June 30, 2023**.

We appreciate your consideration and support.

Sincerely,


Margaret M. Lubberda

THE TOWN OF BRANFORD, CONNECTICUT

-and-

TEAMSTERS LOCAL 443

PUBLIC WORKS/HIGHWAY EMPLOYEES

Tentative Agreement

Expires June 30, 2023

**_____
For: The Town of Branford**

**_____
For: Teamsters Local 443**

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Appendix I – Longevity Program

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Tentative Agreement

Modify based upon final agreement

Tentative Agreement

Change name of Union from UPSEU to Teamsters throughout the agreement.

BETWEEN

THE TOWN OF BRANFORD, CONNECTICUT

-and-

**~~UNITED PUBLIC SERVICES EMPLOYEES UNION, LOCAL 007~~
~~TEAMSTERS LOCAL 443~~**

This Agreement entered into by and between the Town of Branford, hereinafter referred to as the "Town", and Local 007 of ~~United Public Services Employees Union~~ **Teamsters Local 443**, hereinafter referred to as the "Union".

ARTICLE 1
PREAMBLE

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

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

ARTICLE 2
MANAGEMENT RIGHTS

2.0 Except as otherwise modified or restricted by an express provision of this Agreement, the Town of Branford reserves and retains solely and exclusively, whether exercised or not, all the lawful and customary rights, powers and prerogatives of management. Such rights include but shall not be limited to establishing standards of productivity and performance of its employees; determining the objectives of the Town of Branford and the methods and means

necessary to fulfill those objectives, including the creation or the discontinuation of services, departments or programs in whole or in part, the determination of the content of job classifications; the content of job classifications for newly created positions; the determination of the qualification of employees; the appointment, promotion, assignment, direction and transfer of personnel; the suspension, demotion, discharge or any other appropriate disciplinary action against its employees; the relief from duty of its employees because of lack of work; the establishment, modification or discontinuation of reasonable work rules; and the taking of all necessary actions to carry out its objectives in emergencies.

ARTICLE 3 **RECOGNITION**

Tentative Agreement

3.0 All employees of the Public Works Department, excluding ~~the~~ Town Engineer, Director of Public Works, Assistant Director of Public Works, the Highway Supervisor/~~Street Superintendent~~, and the **Administrative Assistants/Secretaries** located at the Public Works Department.

Tentative Agreement

~~3.1 All employees who work at least twenty (20) hours per week in the bargaining unit shall, as a condition of employment, become within thirty (30) days from the signing of this Agreement, or from the date of their employment by the Town, members of the Union in good standing in accordance with the Constitution and By-Laws of the Union, during the term of this Agreement or extension thereof.~~

Tentative Agreement

3.2 The Town may hire non-bargaining unit employees on a temporary basis who may work in increments of thirty (30) workdays not to exceed ~~ninety (90)~~ **one hundred and five (105)** workdays in a fiscal year. The Town may also hire non-bargaining unit employees on a seasonal basis who may work from May 15th through ~~September~~ **October 15th** of each calendar year. Overtime assignments will be offered to bargaining unit employees prior to non-bargaining unit employees.

ARTICLE 4 **UNION SECURITY**

Tentative Agreement

4.0 The Town agrees to deduct from the pay of all its employees who, in writing, authorize such deductions from their wages, such membership dues, initiation fees, reinstatement fees, and ~~service~~ **other** fees, as may be fixed by the Union. Such deductions shall continue for the duration of the Agreement except that any employee may withdraw such authorization in writing **with a copy to the**

~~Director of Human Resources or his/her designee by certified mail to UPSEU to be given sixty (60) days prior to the expiration date of the contract and to take effect upon termination of the Agreement.~~

Tentative Agreement

- 4.1 ~~All employees in the collective bargaining unit who are not members on the effective date of this clause shall, for so long as they remain non members, as a condition of employment, pay to the Union a service fee equivalent to the amount uniformly required of its members. All employees in the collective bargaining unit who are members of the Union on the effective date of this clause but, who thereafter cease to be Union members, shall, for so long as they remain non-members, as a condition of employment, pay to the Union, a service fee equivalent to the amount uniformly required of its members.~~
- 4.2 The deduction for any month shall be made during the last 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

- 4.3 ~~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 an employee, terminated by layoff, is rehired during the life of the contract then in existence.~~

Tentative Agreement

- 4.4 ~~The Union agrees that it will indemnify and save the Employer Town harmless from any and all liability, claim, responsibility, damage or suit which may arise out of any action taken by the Employer Town in accordance with the terms of this article.~~

ARTICLE 5
SENIORITY

- 5.0 The length of service of the employee with the Public Works Department shall determine the seniority of the employee.

Tentative Agreement

- 5.1 The principle of seniority shall govern in cases of transfer, promotion within the bargaining unit or a vacancy that the Town decides to fill so long as the senior employee is qualified (by skill, ability, past documented work performance, education and/or certification, and physical fitness to perform the job) for the transfer or promotion. Determination of "qualified" shall be made by the appropriate authority under the circumstances (department head, supervisor,

Director of Human Resources or First Selectman). A determination of “not qualified” shall not be made on arbitrary, capricious or discriminatory grounds.

If the Town determines, in its sole discretion, that a promoted employee’s work performance is unsatisfactory within the first ninety (90) calendar days in the new position, such employee shall be removed from the new position and may ~~bump~~ **return** back into his/her prior position **if the position has not been filled**. Days lost from work for any reason beyond five (5) workdays during the ninety (90) calendar day probationary period shall not be counted as employment for purposes of computing the ninety (90) calendar day period.

- 5.2 All new employees shall be considered probationary employees for the first ninety (90) calendar days of their employment. Days lost from work for any reason beyond five (5) workdays during the ninety (90) calendar day probationary period shall not be counted as employment for purposes of computing the ninety (90) calendar day probationary period. The probationary period may be extended for a period of thirty (30) calendar days in the sole discretion of the Town. Days lost from work for any reason beyond five (5) workdays during a thirty (30) calendar day extension shall not be counted as employment for purposes of computing the extension period. If retained after completion of the probationary period, these employees shall be placed upon the seniority list with seniority as of the first day of the probationary period. All such employees may be dismissed during the probationary period.
- 5.3 The Town shall prepare and maintain, subject to examination and correction by Union Representatives, 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 seniority status.
- 5.4 An employee’s seniority shall be lost when (s)he:
- (1) terminates voluntarily;
 - (2) is discharged for cause;
 - (3) fails to report to work in accordance with Section 19.2;
 - (4) fails to report to work upon the termination of a FMLA leave or any other authorized leave of absence;
 - (5) takes employment elsewhere during a contractual leave of absence without the express consent of the Town;
 - (6) is absent from work for three (3) consecutive days without proper notification of absence to the Town or a reason acceptable to the Town for failing to notify the Town for three (3) consecutive days;
 - (7) if the employee is absent as a result of illness, accident or injury on the job for a period equal up to but not exceeding twelve (12) months over a rolling two (2) year period; or
 - (8) is laid off in excess of recall rights as set forth in Section 19.2.

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

Tentative Agreement

5.5 The Town will provide the Union with an updated seniority list in July and January.

ARTICLE 6 HOURS OF WORK – HIGHWAY

Tentative Agreement

6.0 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 a.m. and quitting at 3:30 p.m., with one-half (1/2) hour for lunch **or during the summer months May through October, Monday through Friday, starting at 6:00 a.m. and quitting at 2:30 p.m. with one-half (1/2) for lunch, as determined by the Town.** Exceptions are the Mechanics and employees assigned to the Transfer Station whose hours and days are separately assigned.

Two (2) employees will be assigned to the Transfer Station on a permanent basis. Additional employees may be assigned by the Director of Public Works or his/her designee, in his/her discretion, to perform work at either the Transfer Station or the Public Works Department based upon the operational needs of each Department.

Truck Driver/Laborers assigned from Public Works to the Transfer Station (referred to as "floaters") from Monday through Friday will be assigned based upon a one-week rotational list. Therefore, if a floater is either needed at the Transfer Station from Monday through Friday or on specific days of a particular workweek (for example, Monday, Thursday, Friday), the floater who is on his/her one-week rotation will be assigned. However, if that floater is absent from work on a day that the Director of Public Works or his/her designee wants to assign an employee to the Transfer Station, or if a second employee from Public Works will be assigned to the Transfer Station, the Director of Public Works or his/her designee may assign any bargaining unit employee, including an Operator, in his/her discretion with the understanding that the same employee will not be consistently assigned.

6.1 Any hours an employee is required to work beyond the normal regularly scheduled forty (40) in a week shall be compensated at one and one-half (1-1/2) times his regular hourly rate of pay. A paid holiday's hours shall be included in weekly time total for purpose of premium pay computation, unless work is performed by the employee on said holiday.

- a) Any hours worked on a Saturday shall be compensated at one and one-half (1-1/2) times 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 (1-1/2) times 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 (1-1/2) times his regular hourly rate of pay plus his regular holiday pay with a minimum of three (3) hours.
 - d) Any hours worked beyond eight (8) hours in any one (1) work day shall be compensated at one and one-half (1-1/2) times the employee's regular hourly rate of pay.
 - e) For the purpose of overtime there shall be two divisions, Highway and Transfer Station. The employees of one division shall not work overtime in the other division except in an emergency and/or only after all employees within the division have been asked to work.
- 6.2 Any employee called back to work after completing his work day of eight (8) hours shall be granted a minimum of three (3) hours work at the rates specified in this contract. However, an employee called in prior to his regular hours of work who continues to work into his regular schedule shall be paid at one and one-half times (1 ½) times his hourly rate for all hours worked prior to his normally scheduled starting time.
- 6.3 An assignment of overtime work, other than emergencies, shall be made at least four (4) hours in advance by the employee's supervisor.
- 6.4 All overtime work shall be distributed equally among employees as far as practicable, within twenty (20) hours during the fiscal year.
- 6.5 Truck Driver/Laborers who are directed by the Public Works Director or his designee to perform work as operators without any assistance for four (4) or more hours will be paid at the higher rate of pay. However, truck driver/laborers who are directed to perform work as operators with the assistance of another operator for the purpose of training shall receive the rate of truck driver/laborer.

When directed by the Public Works Director or his designee to work in the capacity of the Lead Mechanic for four (4) or more hours, a mechanic will be paid at the higher rate of pay. Further, when the Tradesman is directed by the Public Works Director or his designee to work in the capacity of the Lead Tradesman for four (4) or more hours, the Tradesman will be paid an additional \$1.00 per hour for the time worked in the capacity of the Lead Tradesman.

- 6.6 All Highway Department employees will be subject to the mandatory snow plowing call-in list.

Employees will be called-in to work based upon the Public Works Director's determination as to whether plowing and/or sanding is needed on a designated plow route by referring to the overtime list in the following order of job classifications/locations: (1) highway/mechanics; (2) transfer station employees; and (3) general government building employees. If, however, the Public Works Director or his/her designee determines that all employees within a job classification/location are needed, the calls made to the employees in a job classification/location, in the order set forth above (1) highway/mechanics; (2) transfer station employees; (3) general government building employees, do not have to be made in the specific order set forth on the overtime list.

Employees will be paid for up to one (1) hour prior to arrival at the facility for travel time, even if a courtesy call was made earlier than one (1) hour prior to arrival. For example, an employee who gets a call at midnight to report to work at 4:00 a.m. will receive pay for one (1) hour for travel time between 3:00 a.m. and reporting time of 4:00 a.m. If an employee is called and told to report at his normal starting time he shall not be paid for travel time.

If a driver/operator cannot, through no fault of his own, report at the designated reporting time, the driver/operator will notify the Public Works Director or his/her designee that he/she will not be able to make it in to work by the reporting time. The Public Works Director or his/her designee will then communicate to the driver/operator whether he/she is still required to report to work.

- 6.7 Employees will be provided with one (1) fifteen (15) minute break during the morning work period. The break period is defined as a rest period from work activity. Travel time to a facility serving or selling food beverages is included in the fifteen (15) minute break.

ARTICLE 7

HOURS OF WORK – TRANSFER STATION

Tentative Agreement

- 7.0 Transfer Station employees are placed on a rotation schedule by the ~~Solid Waste Manager~~ **Public Works Director** or his/her designee. Employees are assigned to the Transfer Station each week between Monday and Saturday. In addition, an employee may be assigned to the Landfill at the discretion of the ~~Solid Waste Manager or her designee~~ **Public Works Director or his/her designee**.
- 7.1 Transfer Station employees are assigned to work from 6:45 a.m. to 1:45 p.m., 7:00 a.m. to 2:00 p.m., 6:45 a.m. to 3:15 p.m., or 7:00 a.m. to 3:30 p.m. Monday through Friday. Saturday hours are from 6:45 a.m. to 2:45 p.m., 7:00 a.m. to 3:00 p.m., 6:45 a.m. to 3:15 p.m., or 7:00 a.m. to 3:30 p.m. The work schedule/rotation shall be for a forty (40) hour workweek.

- 7.2 Transfer Station employees will receive one and one-half (1 ½) times their regular hourly rate of pay for hours worked beyond eight (8) hours in a workday or forty (40) hours in a workweek. Hours worked on a Sunday or a Holiday will be compensated at one and one-half (1 ½) times an employee's regular hourly rate of pay with a minimum of three (3) hours.

Tentative Agreement

- 7.3 ~~A Transfer Station employee may request to switch his/her work schedule in the increment of one (1) week with another employee. Such request must be made in writing to the Solid Waste Manager or her designee, and must be received by the end of the employee's workday on Tuesday of the week prior to the requested switch. The decision to grant or deny a request for a switch will be at the sole discretion of the Solid Waste Manager or her designee.~~

Tentative Agreement

- 7.4 Overtime at the Transfer Station will be determined by the ~~Solid Waste Manager or her designee~~ **Director of Public Works or his/her designee**. Transfer Station employees will be offered the overtime before Public Works' employees.
- 7.5 Any employee called back to work after completing his/her assigned work day shall be granted a minimum of three (3) hours work at the rates specified in this contract. However, an employee called in prior to his regular hours of work who continues to work into his/her regular schedule shall be paid at one and one-half times (1 ½) times his/her hourly rate for all hours worked prior to his normally scheduled starting time.

Tentative Agreement

- 7.6 Transfer Station Attendants who are directed by the ~~Solid Waste Manager or her designee~~ **Director of Public Works or her/his designee** to perform work as the ~~Transfer Station~~ Team Leader for four (4) or more hours will be paid at the higher rate of pay.

Tentative Agreement

- 7.7 All Transfer Station employees, as set forth in Article 6, Section 6.6, will be subject to the mandatory snow plowing call-in list.

Transfer Station Employees **assigned to the Transfer Station** will be called-in to work based upon the Public Works Director's determination as to whether plowing and/or sanding is needed on a designated plow route. Up to two (2) Transfer Station employees may be called-in after 2:30 a.m. to plow and/or sand a route when the transfer station is staffed by four (4) or more employees. However, Transfer Station employees who were not called in to plow or sand a specific route

after 2:30 a.m. may be called-in prior to and contiguous with the start of their shift to plow and/or sand in and around the transfer station.

Transfer Station employees called in prior to or after 2:30 a.m. to plow and/or sand a specific route shall be paid for up to one (1) hour prior to arrival to the facility for travel time, even if a courtesy call was made earlier than one (1) hour prior to arrival. For example, an employee who gets a call at midnight to report to work at 2:00 a.m., will receive pay for one (1) hour for travel time between 1:00 a.m. and reporting time of 2:00 a.m. If an employee is called and told to report at his/**her** normal starting time he/**she** shall not be paid for travel time.

If a Transfer Station employee cannot, through no fault of his/**her** own, report at the designated reporting time, the driver/operator will notify the Public Works Director or his/**her** designee that he/**she** will not be able to make it in to work by the reporting time. The Public Works Director or his/**her** designee will then communicate to the driver/operator whether he/**she** is still required to report to work.

Tentative Agreement

Non-bargaining unit employees can be utilized **to remove snow/ice during working hours** ~~remain for up to three (3) hours after the Transfer Station shift ends in the event of a snow/ice removal during working hours prior to assigning Transfer Station employees to snow/ice removal.~~

- 7.8 Employees will be provided with one (1) fifteen (15) minute break during the morning work period. The break period is defined as a rest period from work activity. Travel time to a facility serving or selling food beverages is included in the fifteen (15) minute break.

ARTICLE 8 WAGES AND BENEFITS

Tentative Agreement

- 8.0 Wages shall be subject to this Agreement, pursuant to the following subsections, and shall be paid according to the wage scale set forth in Appendix II which is attached hereto and made a part of this Agreement.

**Upon execution and retroactive to July 1, 2019 for employees on the payroll
at the time of execution: 2.5%
Fiscal Year 2020-2021: 2.5%
Fiscal Year 2021-2022: 2.0%
Fiscal Year 2022-2023: 2.25%**

Tentative Agreement

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

The Town will make available the Century Preferred \$25 Co-Pay Plan ("PPO") and a ~~\$1,500/\$3,000 \$2,000/\$4,000 HDHP until June 30, 2017. Effective July 1, 2017, a \$2,000/\$4,000 HDHP will be implemented and will replace the \$1,500/\$3,000 HDHP.~~ The Town will then contribute to the employee's HSA each plan year 50% of applicable deductible for either single coverage or single plus one or family coverage 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, 2017, 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.

Beginning July 1, 2022, if eligible, the Town may eliminate the PPO and the HDHP and move to the State of Connecticut Partnership Plan. If an employee (or spouse or dependent(s)) do not comply with the wellness provisions/requirements of the plan, known as the Health Enhancement Program ("HEP"), (s)he will be responsible for penalties issued for noncompliance.

If the Town decides to provide medical and prescription drug benefits through alternative carriers or through self-insurance the benefits shall be 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 30 days prior to said change or as soon as practicable.

Tentative Agreement

8.1a All members of the bargaining unit shall contribute, by authorized payroll deduction, to the premium cost of the health insurance plans, according to the following schedule. Such contributions will be deducted weekly by the Town on a pre-tax basis.

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

Century Preferred (\$25 Co-Pay Plan) **Buy-up**

HDHP **12%**

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

Century Preferred (\$25 Co-Pay Plan) **Buy-up**

HDHP **12%**

or

The Connecticut Partnership Plan 12%

8.2 Life insurance will be provided to all employees after three (3) months of service in the amount of \$70,000.

8.3 Meal allowances will be provided as in the past for emergency work performed: up to \$5.00 will be provided for breakfast; up to \$10.00 will be provided for lunch; and up to \$15.00 will be provided for dinner. Original receipts must be provided in order to be reimbursed for meals in accordance with this section.

8.4 The Town and the Union agree to accept the provisions of the Connecticut Municipal Employees Retirement Fund B ("MERF B"). Contributions made by employees to MERF B will be made on a pre-tax basis.

The Town and the Union will enter into a MOA that as soon as legally permissible, the Town and the Union will negotiate the implementation of a defined contribution plan for newly hired employees.

Tentative Agreement

- 8.5 ~~Retired employees shall be able to purchase the medical insurance which an active employee receives including prescription drugs, in force for the retiree and his/her spouse immediately prior to retirement. The retired employee shall be able to purchase said insurance at the group or COBRA rate. The retired employee will be offered medical insurance coverage in accordance with the Consolidated Omnibus Budget Reconciliation Act ("COBRA").~~
- 8.6 Employees may elect to waive, in writing, the health insurance coverage provided above and in lieu thereof may receive an annual payment from the Town of \$1,000 for waiving coverage for each fiscal year during which the employee continues to elect not to participate in such coverage. Such payment will be issued in equal payments of \$500 in December and June of each fiscal year, and will be subject to normal employment tax withholding and deductions. To receive such payment, an eligible employee must complete and submit a form provided by the Town no later than June 1 of each fiscal year indicating his/her intent not to participate in the Town-provided insurance coverage. Further, such employees must present evidence to the Town that they are covered under another insurance program.

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

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

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

ARTICLE 9 **HOLIDAYS**

- 9.0 Employees shall be paid for and have the following days off as holidays:

1/2 day before New Year's Day
President's Day
New Year's Day
Good Friday
Fourth of July
Christmas Day

Labor Day
Veterans Day
Memorial Day
Thanksgiving Day
Columbus Day
1/2 Day before Christmas
Martin Luther King's Birthday

In addition to the holidays set forth above, employees who are not assigned to the Transfer Station will receive the day after Thanksgiving as a paid holiday. Employees assigned to the Transfer Station will receive Lincoln's Birthday as a paid holiday rather than the day after Thanksgiving.

9.0a Transfer Station Employees (holidays)

- 1) Due to the fact that the Transfer Station can never be closed for two (2) days between Monday and Friday during any workweek, employees assigned to the Transfer Station have a slightly different holiday schedule than employees assigned to the Public Works Department.
- 2) When a holiday falls on a Saturday, employees assigned to the Transfer Station receive that Saturday off in recognition of the holiday.
 - a) When a holiday is observed on a Saturday and an employee has that Saturday off from work in accordance with his/her work schedule/rotation, that employee shall receive Friday off as a holiday.
- 3) When a holiday is observed on a Monday and an employee has that Monday off from work in accordance with his/her work schedule/rotation, that employee shall receive Tuesday off as a holiday.
- 4) Rather than receiving the day of Good Friday off as a holiday, employees assigned to the Transfer Station shall receive the Saturday before Easter off as a holiday in place of the day of Good Friday.
- 5) Rather than the two (2) half (1/2) days received by employees assigned to the Public Works Department on the day before Christmas and the day before New Year's Day, employees assigned to the Transfer Station shall receive the Saturday in between Christmas and New Year's Day off as a holiday, whenever Christmas and New Year's Day fall on a Monday, Tuesday, Wednesday, Thursday or Friday.
 - a) When December 25th falls on a Friday, such that Friday and Saturday would normally be celebrated as holidays, an employee whose work schedule/rotation would already have granted that employee Saturday December 26th off shall receive eight (8) hours overtime pay in lieu of any additional holiday time off work.

- b) When December 26th and January 1st fall on a Saturday, employees assigned to the Transfer Station shall receive Friday, December 24th, Saturday, December 25th, and Saturday January 1st off. The employee whose work schedule/rotation would have already granted Saturday, December 25th off from work shall receive eight (8) hours overtime pay in lieu of any additional holiday time off from work. The employee whose work schedule/rotation would have already granted him/her Saturday, January 1st off from work shall receive Friday, December 31st as a holiday.
 - c) When December 25th and January 1st fall on a Sunday, employees assigned to the transfer station shall receive Monday, December 26th off in recognition of Christmas Day, Saturday December 31st off, and Monday January 1st off in recognition of New Year's Day.
 - 1) When an employee's work schedule/rotation already granted that employee the Monday off, that employee shall receive Tuesday off as a holiday.
- 6) For holidays that are celebrated by employees assigned to the Transfer Station, such employees receive pay at their straight time rate for the number of hours their schedule and rotation would otherwise have had them working that day. If their schedule and rotation would otherwise have had them working less than 8 hours on that holiday, they shall receive pay at 1 ½ times their straight pay rate for any hours or fractions of hours necessary to bring their normal tour of duty for that day up to 8 hours.
- a) For example, when a holiday falls on a Tuesday, an employee whose normal tour of duty that day would have been 8 hours, that employee shall receive 8 hours of straight time holiday pay for their Tuesday off. An employee whose normal tour of duty that day would have been 6.5 hours shall receive 6.5 hours of holiday at their straight time rate, and 1 ½ hours at 1 ½ times their straight time rate. An employee whose tour of duty according to the schedule and rotation would have been for 7.5 hours would receive 7.5 hours of holiday at their straight time rate, and .5 hours at 1 ½ times their straight rate.
- 9.1 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. This Section applies to Highway Department employees and not to Transfer Station employees.
- 9.2 If an employee is required to work on one (1) of her/his paid Holidays, (s)he shall be paid for a minimum of three (3) hours at one and one-half (1-1/2) times his/her regular rate of pay plus his/her regular Holiday pay.

ARTICLE 10
VACATIONS

- 10.0 Employees who have completed one (1) year of service on his twelve (12) month anniversary date of hire shall be entitled to a vacation of two (2) weeks annually on the following basis: Ten (10) work days annually.
- 10.1 Employees who have completed five (5) years of service on their anniversary date of hire shall be entitled to a vacation of three (3) weeks annually on the following basis: Fifteen (15) work days annually.
- 10.2 a) Employees who have completed fifteen (15) years of service on their anniversary date of hire shall be entitled to a vacation of four (4) weeks annually on the following basis: Twenty (20) work days annually. Said employee may not take more than two (2) consecutive weeks of vacation at one time.
- b) Employees who have completed twenty (20) years of service on their anniversary date of hire shall be entitled to a vacation of five (5) weeks annually on the following basis: Twenty-five (25) work days annually. Said employee may not take more than two (2) consecutive weeks of vacation at one time.

For the purpose of computing vacation leave, the calendar month shall be used, except that a person appointed during the first fifteen (15) days of any month shall be considered as having been appointed on the first (1st) day of the month, and those appointed after the fifteenth (15th) day of any month as having been appointed on the first (1st) day of the succeeding month. Employees must take all vacation leave earned during the fiscal year following the anniversary date of hire on which it is earned.

- i) 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 based on vacation days accrued and prorated according to months completed in fiscal year.
- 10.3 In addition to the vacation benefit detailed above, each employee who has completed his first year of full employment with the unit shall be granted three (3) additional vacation days during each fiscal year that vacation days are accrued/increased i.e., five (5) years, ten (10) years, fifteen (15) years, twenty (20) years.

Employees hired after September 1, 1999 will not be granted the three (3) additional vacation days.

Employees who are entitled to three (3) or more weeks of vacation annually may carry over up to five (5) vacation days per fiscal year up to a maximum of twenty-five (25) vacation days.

Tentative Agreement

- 10.4 Employees shall not be called back to work while on vacation except for emergency work. ~~and If an employee would like to be called back for emergency work while on vacation, (s)he must notify the Director of Public Works or his designee, in writing, prior to the start of vacation.~~
If called back for emergency work, (s)he shall receive the regular vacation pay plus time and one-half (1-1/2) for the hours worked performing emergency work.
- 10.5 Employees shall be granted their vacation by seniority preference subject to operational demands as determined by the Department Head. Once vacation is granted a more senior employee cannot bump a less senior employee who was granted time off.

Tentative Agreement

- 10.6 ~~Vacation pay shall be paid in advance if employee requests same of the proper authority. Such request to be made at least two (2) weeks prior to start of vacation.~~
- 10.7 Due to the difference in work schedules between the Highway Department and the Transfer Station, vacation benefits, as set forth in this Article, will be converted to an hourly amount for the purpose of tracking such days for employees assigned to the Transfer Station.

ARTICLE 11 **LEAVE PROVISIONS**

- 11.0 Each employee shall earn fifteen (15) days sick leave each fiscal year. Employees hired after July 1, 1996 shall earn twelve (12) days sick leave each fiscal year.
- a) Each employee in the bargaining unit hired prior to July 1, 1996, who serves continuously shall earn a total of fifteen (15) working days paid sick leave during the year (at the rate of one and one-quarter (1-1/4) days per month from July 1). Employees hired after July 1, 1996, who serves continuously, shall earn a total of twelve (12) working days paid sick leave during the year (at the rate of one (1) day per month from July 1).
- b) For employees hired prior to January 1, 1985, any unused portion of sick leave shall accumulate from fiscal year to fiscal year with no maximum. Employees hired after December 31, 1984, shall accumulate sick leave to a maximum of one hundred twenty (120) days. Employees hired after July 1, 1996, shall accumulate sick leave to a maximum of seventy-five (75) days.

Full-time employees who have completed one (1) year of service will be allowed to request that one (1) unused sick day be converted to a personal

day. Such request must be made in writing to the Human Resource Director or his/her designee. An employee must give at least forty-eight (48) hours' notice prior to taking personal leave unless due to an emergency.

Tentative Agreement

- c) If the ~~Human Resource Director~~ **Director of Human Resources** or his/her designee suspects sick leave abuse, **an employee may be required to submit** ~~the Human Resource Director will meet with the Union and the suspected employee to discuss the suspected abuse. If the Human Resource Director still suspects abuse of sick time after the meeting the employee will be notified in writing that he will be required to submit~~ a physician's note supporting the employee's next absence from work due to sickness. **The decision of the Director of Human Resources** or his/her designee **will not be made in an arbitrary or capricious manner.** ~~If the employee is covered by the Century Preferred Plan, the Town will reimburse the employee the cost of the co-pay for being seen by his physician. If the employee is covered by the HDHP, the Town will reimburse the employee for the out-of-pocket cost to be seen by his physician. The Town will not be responsible for the costs of any tests administered by the physician.~~
- d) Due to the difference in work schedules between the Highway Department and the Transfer Station, sick leave benefits, as set forth in this Article, will be converted to an hourly amount for the purpose of tracking such days for employees assigned to the Transfer Station.

Tentative Agreement

- 11.1 Five (5) days special leave with pay shall be granted for death in the immediate family. If the burial is out of state, the employee shall receive one (1) additional day. Immediate family shall mean: wife, husband sister, mother, father, **stepmother, stepfather**, brother, children, mother-in-law, father-in-law or any person residing in the employee's household. Extended leave may be granted for special cases with the approval of the Town.
- 11.2 In the event of the death of an employee, his dependent survivors shall receive his normal weekly wage for one (1) month following his last earned pay for four (4) consecutive weeks. If the deceased employee has an accumulated sick leave, his survivors shall receive the balance of the accumulated time in monetary value.
 - a) An employee, upon retirement, shall receive on the basis of his current wages one hundred percent (100%) compensation for any of his unused accumulate sick leave as severance pay in lump sum within two (2) months, provided, however, that no such payment shall be made to employee who resign employment with the Town. Effective July 1, 1988,

any employee hired after July 1, 1988, upon retirement, shall receive on the basis of his current wages, one hundred percent (100%) compensation for any of his unused accumulated sick leave up to a maximum of seventy (70) days as severance pay in a lump sum within two (2) months, provided that no such payment shall be made to employees who resign from their employment with the Town. Effective July 1, 1996, any employee hired after July 1, 1996, upon retirement, shall receive on the basis of his current wages, one hundred percent (100%) compensation for any of his unused accumulated sick leave up to a maximum of forty (40) days as severance pay in a lump sum within two (2) months, provided that no such payment shall be made to employees who resign their employment with the Town.

Employees hired after September 1, 1999, upon retirement, shall receive on the basis of his current wages, one hundred percent (100%) compensation for any of his unused accumulated sick leave up to a maximum of twenty (20) days as severance pay in a lump sum within two (2) months, provided that no such payment shall be made to employees who resign their employment with the Town. Employees hired after May 9, 2017, shall not receive payment upon retirement for accrued but unused accumulated sick leave.

- 11.3 Time off without loss of pay to act as a pallbearer shall be granted upon request from the Union officers and the Department Head with approval of the First Selectman.

Tentative Agreement

- 11.4 A leave of absence without benefits requested in writing to the Town by an employee or his qualified Representative shall be granted for a maximum period of one (1) year for legitimate purposes in the discretion of the First Selectman. Leave for other employment shall not be grounds for leave of absence. 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 **there was no break; however, seniority and other benefits are not accrued during a leave of absence.**

- 11.5 Workers' Compensation shall be supplemented by the difference in the employee's regular pay for no longer than a period of fifteen (15) months over a rolling two (2) year period. In cases where the employee does have a third-party claim, he shall advise the Town Counsel or have his attorney advise the Town Counsel of the status of this third-party claim. The Town shall be entitled to reimbursement for payments made under this Section should the employee have recourse against a third party in accordance with the procedures contained in the Workers' Compensation Law.

Any employee who is absent from work for a period of fifteen (15) months over a rolling two (2) year period, for any reason, including but not limited to an absence covered by the Workers' Compensation Act, will be required to submit a note from his/her treating physician stating that (s)he will be able to return to

work, without restrictions, within thirty (30) calendar days. If the employee's treating physician states that (s)he will be able to return to work, without restrictions, within thirty (30) calendar days and the Town's doctor concurs with the employee's treating physician, the employee's job will remain open. If, however, the Town's doctor does not concur with the employee's treating physician, the employee's treating physician and the Town's physician will agree upon a physician who will examine the employee to determine if (s)he will be able to return to his/her position, without restrictions, within thirty (30) calendar days. If it is determined that the employee will not be able to return to his/her position within thirty (30) calendar days, his/her employment with the Town will be separated. Further, it is understood that if it is determined at any time during the employee's absence that (s)he, because his/her injury, will never be able to perform the essential functions of his/her position, his/her employment with the Town will be separated.

- 11.6 Military Leave shall be afforded in compliance with the Town of Branford Military Leave policy.
- 11.7 Leave for family or medical reasons shall be afforded in compliance with the federal Family and Medical Leave Act.

ARTICLE 12

GRIEVANCE PROCEDURE

- 12.0 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 a provision of this agreement may file a grievance. The Supervisor shall provide the Chief Steward with copies of notices of discipline. Time extension beyond those stipulated below may be arrived at by mutual agreement of the parties concerned.

Step 1 .Employee to Department Head

The employee's immediate Steward shall present to his Department Head all facts available pertaining to the problem or incident, within fifteen (15) working days of the date upon which the affected employee(s) or the Union knew or should have known of the act, event or condition which constitutes the basis of the grievance.

Within seven (7) working days, the Department Head shall adjust the problem or notify the employee and/or his Representative of his decision.

Tentative Agreement

Step 2 .To the Human Resource Director

If the employee and his/her representative still feel further review is necessary, the Union will request, in writing, a meeting with the **Director of Human**

Resources within seven (7) working days of the Step 1 response. The **Director of Human Resources** will respond to the grievance within seven (7) working days after meeting with the Union.

Tentative Agreement

Step 3 .To the First Selectman or his/her Designated Representative

If the employee and his/**her** Representative still feels further review is necessary, the Union will request a meeting with the First Selectman or his/her designated representative. The First Selectman or his/her designated representative shall, within ten (10) working days, call a meeting of all the parties concerned and the Union's Grievance Committee and discuss the problem fully.

The First Selectman or his/her designated representative may render his/her decision in writing, either at the end of the meeting or within seven (7) working days after the meeting, to the Representative of the Union.

Tentative Agreement

Step 4 Arbitration

In the event the Union feels that further review is justified, the Union shall file a notice of appeal within fifteen (15) working days to submit the matter to arbitration by the State Board of Arbitration or, if the Union and the Town mutually agree, to the American Arbitration Association; the costs of the American Arbitration Association shall be borne equally by both parties. A copy of said notice of appeal shall also be filed with the **Director of Human Resources**. ~~The decision of the arbitrator(s) shall be final and binding upon both parties.~~

It is the function of the arbitrator to interpret the Agreement. S(h)e shall make and issue decisions only regarding matters expressly submitted to him/her within the written terms of this Agreement. His/her decision or award shall be final and binding upon the parties hereto. The arbitrator has no authority or power to add to, subtract from, disregard, or alter any of the written terms of this Agreement. The arbitrator's power and authority shall be limited to the application and interpretation of this Agreement as applied to the subject of the particular grievance at issue.

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

ARTICLE 13

SAFETY AND HEALTH

Tentative Agreement

- 13.0 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 director 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 director or his/**her** designee for assistance. Any suspected unsafe conditions and all injuries that occur on the job must be reported immediately. It is the responsibility of each employee to accept and follow established safety regulations and procedures.

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

Tentative Agreement

- 13.1 Should an employee complain that his/**her** work requires him/**her** to be in unsafe or unhealthy situations, in violation of acceptable safety rules, the matter shall be considered immediately by Representatives of the Town and the Union. If the matter is not adjusted satisfactorily, the grievance may be processed according to the grievance procedure in this Agreement.
- 13.2 Employees will not be required to perform evictions.

ARTICLE 14 **PRIOR PRACTICE**

- 14.0 Any and all privileges enjoyed by the employee 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 15
UNION ACTIVITIES

- 15.0 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) workdays each fiscal year.
- 15.1 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. All other Union meetings or Union business is prohibited during working hours unless approved by the Department Head or his/her designee.

ARTICLE 16
SUB-CONTRACTORS

- 16.0 The Town has 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. However, subcontracting shall not result in a layoff of a bargaining unit member who normally performs such work.

ARTICLE 17
CLOTHING ALLOWANCE

Tentative Agreement

- 17.0 All bargaining unit employees shall receive One Hundred (\$100.00) Dollars each fiscal year towards the purchase of work boots. Beginning July 1, 2017 the amount will be increased to One Hundred and Fifty Dollars (\$150) each fiscal year towards the purchase of work boots. **Effective July 1, 2022, the amount will be increased to One Hundred and Seventy-Five Dollars (\$175) each fiscal year towards the purchase of work boots.** Said work boot allowance must be used for work boots that are used on the job and will be paid to an employee upon the submission of his original receipt for the work boots to the Finance Department.

Mechanics shall receive and wear the work clothing provided by the Town; said clothing shall be supplied and laundered at no cost to the mechanic. All other employees will be provided with and shall wear the uniform designated by the Town. The Town agrees to provide the uniforms and **five (5)** work shirts, but reserves the right to select both the uniform, the uniform provider and the work shirts.

ARTICLE 18
TOOL REPLACEMENT

- 18.0 Employees' tools, if damaged, may be replaced at the discretion of the First Selectman or his designee.

ARTICLE 19
LAYOFF

- 19.0 In the event of a layoff, the affected employee shall be given at least two (2) weeks' notice in writing, and the order of layoffs shall be as follows:
- a) Seasonal/Temporary help
 - b) Probationary Employees (by seniority); and
 - c) Full-time Employees (by seniority).
- 19.1 If the Town of Branford determines that a layoff is required among full-time employees, said layoff will be in the department/position, as determined by the Town of Branford. The laid off individual may bump a less senior employee in a position in which (s)he is qualified to perform, as determined by the appropriate authority (department head, supervisor or First Selectman) in the department where the individual will be assigned. A determination of "not qualified" shall not be made on arbitrary, capricious, or discriminatory grounds. An employee who "bumps" into a position pursuant to this section shall accept the current level of wages and benefits for that position.
- 19.2 Laid-off employees shall be subject to recall in inverse order of layoff for twelve (12) months from the date of layoff. A qualified laid-off employee, as determined by the appropriate authority (department head, 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 five (5) working days after receipt of notice sent to him/her by registered mail, to his/her last known post office address. If such laid-off employee fails to report for work within fifteen (15) days, he/she shall lose all rights of seniority unless he/she is temporarily incapacitated, preventing his/her reporting or is employed elsewhere. In either case, he/she must notify the Town in writing, by registered mail within five (5) days after the receipt of the notice to return, that he/she will report for work:
- a) within a reasonable time under the circumstances if temporarily incapacitated;
 - b) within twenty (20) working days of receipt by the Town of the employee's notice of intent to return from other employment.
- 19.3 Positions may be temporarily filled at once by other available qualified employees in the department, as determined by the appropriate authority (department head, supervisor or First Selectman), pending the return of laid-off employees having seniority who have been notified to report for work as herein above provided.

- 19.4 Seniority rights of a laid-off employee will continue to accumulate while he/she is laid off.

ARTICLE 20
MISCELLANEOUS

- 20.0 Employees whose job description requires a valid driver's license shall report any suspension of their license to the Town within two (2) working days.
- 20.1 Attached as Appendix IV is a copy of the Town's drug testing policy.
- 20.2 The Town may require that bargaining unit employees move voting machines.

Tentative Agreement

- 20.3 The Town will reimburse employees for their annual CDL physical examination performed by a physician determined by the Town.**

ARTICLE 21
EFFECTIVE DATE

- 21.0 The date of the signing of this Agreement by the authorized Representatives of the Union and the Town shall constitute the effective date of this Agreement.

Tentative Agreement

- 21.1 The Town will ~~provide~~ **email** each employee with a copy of this Agreement within thirty (30) days after the signing of this Agreement. New employees will be **emailed** ~~provided with~~ a copy of this Agreement at the time of hire.

Tentative Agreement

This Agreement shall remain in full force and effect for a period from execution through June 30, 2019 **2023**. Thereafter, this Agreement shall be considered automatically renewed for successive periods of one year, unless either party shall, on or before one hundred twenty (120) days prior to the termination of this Agreement, serve written notice on the other party of a desire to terminate, modify or amend this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands this _____ day
of _____ 2017 202_.

THE TOWN OF BRANFORD

TEAMSTERS LOCAL 443

First Selectman, James B. Cosgrove

Director of Human Resources,
Margaret Lubberda

APPENDIX I
LONGEVITY PROGRAM

Longevity Program

Service

2-4 Years	\$300
5-7 Years	\$400
8-9 Years	\$500
Over 10 Years	\$600

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 July 1, 2008 will not be eligible to receive longevity payments.

WAGES
APPENDIX II
JULY 1, 2019 TO JUNE 30, 2023

Position	2018/2019		2019/2020		2020/2021		2021/2022		2022/2023	
	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual
Foreman	\$ 31.92	\$ 66,393.60	\$ 32.72	\$ 68,057.60	\$ 33.37	\$ 69,409.60	\$ 34.04	\$ 70,803.20	\$ 34.81	\$ 72,404.80
Operator	\$ 29.58	\$ 61,526.40	\$ 30.32	\$ 63,065.60	\$ 30.93	\$ 64,334.40	\$ 31.55	\$ 65,624.00	\$ 32.26	\$ 67,100.80
Lead Mechanic	\$ 35.62	\$ 74,089.60	\$ 36.51	\$ 75,940.80	\$ 37.24	\$ 77,459.20	\$ 37.98	\$ 78,998.40	\$ 38.83	\$ 80,766.40
Mechanic	\$ 33.54	\$ 69,763.20	\$ 34.38	\$ 71,510.40	\$ 35.07	\$ 72,945.60	\$ 35.77	\$ 74,401.60	\$ 36.57	\$ 76,065.60
Assistant Mechanic	\$ 25.52	\$ 53,081.60	\$ 26.16	\$ 54,412.80	\$ 26.68	\$ 55,494.40	\$ 27.21	\$ 56,596.80	\$ 27.82	\$ 57,865.60
Town Mechanic	\$ 33.54	\$ 69,763.20	\$ 34.38	\$ 71,510.40	\$ 35.07	\$ 72,945.60	\$ 35.77	\$ 74,401.60	\$ 36.57	\$ 76,065.60
Truck Driver / Laborer	\$ 25.74	\$ 53,539.20	\$ 26.38	\$ 54,870.40	\$ 26.91	\$ 55,972.80	\$ 27.45	\$ 57,096.00	\$ 28.07	\$ 58,385.60
Transfer Station Attendant Team Leader	\$ 30.61	\$ 63,668.80	\$ 31.38	\$ 65,270.40	\$ 32.01	\$ 66,580.80	\$ 32.65	\$ 67,912.00	\$ 33.38	\$ 69,430.40
Transfer Station Attendant	\$ 29.58	\$ 61,526.40	\$ 30.32	\$ 63,065.60	\$ 30.93	\$ 64,334.40	\$ 31.55	\$ 65,624.00	\$ 32.26	\$ 67,100.80
Tradesman	\$ 29.89	\$ 62,171.20	\$ 30.64	\$ 63,731.20	\$ 31.25	\$ 65,000.00	\$ 31.88	\$ 66,310.40	\$ 32.60	\$ 67,808.00
Lead Tradesman	\$ 33.88	\$ 70,470.40	\$ 34.73	\$ 72,238.40	\$ 35.42	\$ 73,673.60	\$ 36.13	\$ 75,150.40	\$ 36.94	\$ 76,835.20
Tradesman / Laborer	\$ 23.89	\$ 49,691.20	\$ 24.49	\$ 50,939.20	\$ 25.10	\$ 52,208.00	\$ 25.60	\$ 53,248.00	\$ 26.18	\$ 54,454.40

2.50%

2.50%

2.00%

2.25%

au

Summary of Benefits and Coverage: What this Plan Covers & What You Pay For Covered Services
 Branford Town 002479-M003, M007, M010,
 M014,M016,M022,M023,M025,M027,M029,M032,M043
 CENTURY PREFERRED PPO


Coverage Period: 07/01/2021– 06/30/2022
 Coverage for: Individual + Family | Plan Type: PPO



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

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

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

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

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

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

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

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

Excluded Services & Other Covered Services:

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

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

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

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

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

About these Coverage Examples:



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

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

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

This EXAMPLE event includes services like:

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

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

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

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

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

This EXAMPLE event includes services like:

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

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

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

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

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

This EXAMPLE event includes services like:

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

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


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

The [plan](#) would be responsible for the other costs of these EXAMPLE covered services.



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

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

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

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

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

Excluded Services & Other Covered Services:

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

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

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

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

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

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

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

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

Does this plan provide Minimum Essential Coverage? Yes

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

Does this plan meet the Minimum Value Standards? Yes

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

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

[Type here]

[Type here]

[Type here]

About these Coverage Examples:



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

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

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

This EXAMPLE event includes services like:

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

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

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

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

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

This EXAMPLE event includes services like:

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

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

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

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

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

This EXAMPLE event includes services like:

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

Total Example Cost	\$2,010
--------------------	---------

In this example, Mia would pay:

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

The [plan](#) would be responsible for the other costs of these EXAMPLE covered services.



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

DENTAL FLEX 41804

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

Diagnostic & Preventive Services

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

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

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

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

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

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

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

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

Principle Limitations and Exclusions

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

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

January 2, 2013

APPENDIX IV
TOWN OF BRANFORD SUBSTANCE ABUSE POLICY

Scope and Overview

These policies and guidelines are formulated to protect the safety and security of the public and employees of the Town of Branford. To the extent that these policies and guidelines conflict with DOT regulations, DOT regulations will govern.

The Town of Branford will not tolerate drug abuse or alcohol misuse. Therefore, there are serious consequences in this policy for employees who use drugs and/or misuse alcohol.

No employee shall consume liquor or other alcoholic beverage or ingest drugs, other than those legally prescribed or obtained over the counter, while on duty. Any employee who is taking a prescribed or over the counter medication, has an obligation to inquire as to any side effects which might impair or otherwise interfere with the performance of his/her official duties. If there is a risk of impairment, the employee shall disclose such information with the Human Resource Director or his/her designee. If any employee is currently taking a prescribed medication, evidence must be submitted in writing from the attending physician within twenty four (24) hours after submission to a drug test. Any such related expenses will be paid by the Town.

Prohibited Behavior

Drugs

This policy prohibits the use and ingestion of drugs by an employee, on or off duty, unless there are acceptable medical reasons for use. Thresholds for positive results may change from time to time. The prohibited drugs are the following substances or derivatives thereof (herein "drugs"):

- Amphetamines
- Cocaine
- Marijuana
- Opiates
- Phencyclidine

Because the Town of Branford is independently authorized to inquire if any drugs are prescribed for medical reasons by a licensed medical practitioner, that practitioner must certify in writing to the current Town of Branford Drug and Alcohol Program Manager, an individual's fitness for fulfilling his job responsibilities as an employee.

Alcohol

This policy also prohibits the misuse of alcohol. Misuse is defined as having an Alcohol Concentration of 0.04 or greater (herein "positive for alcohol"). Alcohol Concentration (or breath alcohol concentration) means the alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath. This measurement is intended to be equivalent to the percent of blood alcohol commonly used in "driving while intoxicated", and is defined as grams of alcohol per 210 liters of breath. If other alcohol concentration measurement procedures are used (e.g. saliva) this measurement term will be equivalent. Herein BAC will be used to define "alcohol concentration".

Alcohol means the intoxicating agent in beverage alcohol, ethyl alcohol, or other low weight alcohols including methyl and isopropyl alcohol.

Refusal to Submit

"Refusal to Submit" to a test is prohibited. Behavior that constitutes a "Refusal to Submit" includes:

1. Direct refusal to take a drug or alcohol test
2. Failure to provide a sufficient quantity of urine within the time limit under then current regulations, or the failure to provide sufficient quantities of breath or other fluids without a valid medical explanation
3. Tampering with or attempting to adulterate a specimen
4. Engaging in conduct that obstructs the testing process
5. Not reporting directly to the collection site after notification

A "Refusal to Submit" is equivalent to a positive test result for that test.

Possession & Consumption

No employee shall use any controlled substance. Employees shall inform the Human Resource Director or her designee of any prescription drug use that affects their ability to perform the essential functions of their job.

No employee shall use or be under the influence of alcohol during work hours.

Additional Prohibitions

Testing Process Integrity, Safeguarding the Validity of the Test Results, and Ensuring That Test Results are Attributed to the Correct Individual

Drugs

The actual drug test analysis will be conducted only at laboratories that are certified by the Department of Health and Human Services (DHHS). There are various testing result thresholds of the presence of drugs before they will be reported as a presumed positive to the Medical Review Officer (MRO).

A urine specimen which is identified as positive on an initial test will be confirmed using gas chromatography/mass spectrometry techniques before results are sent by the laboratory to the MRO.

Individuals tested are in direct visual contact with their specimen until the collection process is complete. There are tamperproof seals on the collection containers, initialed by the donor, and the specimens are sealed in tamperproof containers with chain of custody paperwork. There is a rigorous "chain of custody" process that directly follows a specimen from collection to testing. If there are unrecoverable irregularities in this process, there is a "broken chain of custody".

The split specimen collection process provides significant additional security.

Alcohol

After an initial alcohol screening test is completed, a 15 to 20 minute wait is required to reduce the impact of mouth alcohol. The confirming testing process may only be performed on evidential breath testing equipment that utilizes air blanks to assure that ambient conditions are not negatively affecting the testing process. In addition, the alcohol breath testing equipment is periodically checked and calibrated with samples containing known alcohol concentrations. An employee is given a copy of positive test results. All test results are affixed with tamper proof tape to the testing forms.

Circumstances for Drug and/or Alcohol Testing

Employees will be required to submit to approved drug and alcohol tests in certain situations including the circumstances listed below. An individual may not select the source of any laboratory testing, other than the retesting of the split portion of a positive drug test (which will be discussed elsewhere in this policy); it must be performed by a Drug and Alcohol Testing Facility designated by the Town of Branford.

1. **Reasonable suspicion.** If, based on the observation of at least one supervisor, the Town of Branford has reasonable suspicion to believe that an employee is impaired while on duty by drug use and/or alcohol misuse, the employee shall be required to submit to immediate drug and/or alcohol testing based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the employee.

An employee sent out for a reasonable suspicion test will be provided with transportation to and from by the Town to the testing facility and the employee will

be required to either accept transportation or arrange independent transportation home.

2. **Random.** Employees are subject at any time to random drug and/or alcohol testing while on duty. When notified, the employee will proceed immediately to the collection site. Transportation to the collection site will be provided by the Town when possible. The probability of being randomly selected in the future is not changed by prior random selections. An employee may be tested multiple times, or not at all, during any given year.
3. **Return to Duty.** A Return to Duty drug and/or alcohol test is required of an employee who has tested positive after assessment by a Substance Abuse Professional (SAP) and completion of treatment, if any is required, before the employee is permitted to perform his/her job functions. To pass, an alcohol test must have a result of less than 0.02 alcohol concentration and a drug test must be a verified negative test result. Without a successful test result, that individual is not medically qualified to continue to perform his/her job function.
4. **Follow-up.** Following a resumption of duties, an employee will be selected for additional tests beyond the random requirement for a follow-up period that will not exceed sixty (60) months. The Human Resource Director or his/her designee will determine the frequency of the follow-up tests. Tests may be for both drugs and alcohol.

Drug Collection Procedures

Upon notification, employees will be required to proceed to their assigned collection site without delay and with appropriate identification. A directly observed collection by a same sex collector will be required.

Certain situations may require that a specimen be discarded and a new collection may be initiated. Employees may only consume fluids in permitted quantities.

Split Specimen Collections

Following approved procedures, urine collections will be based on the current split specimen requirement which may change from time to time. This requirement provides an additional level of protection for an employee.

Opportunity for a Re-Test

A request for a re-test will not delay any administrative actions.

After a positive drug and/or alcohol test result, there is no opportunity to have a second collection that negates the first positive test result.

Alcohol

There is no option for an alcohol split specimen collection and therefore there will be no opportunity for an alcohol re-test.

Drugs

If an employee has a positive drug test, the employee will have the option to have the split specimen portion retested at any DHHS certified laboratory of his/her choice. This option cannot be selected after 72 hours from the time of notification by the Medical Review Officer ("MRO") unless there is a significant reason acceptable to the MRO as to why the individual was delayed, such as an injury. If this option is selected, the employee must verbally notify the Drug & Alcohol Testing Facility or the MRO for the request of the re-test and send written notification to the Drug & Alcohol Testing Facility with a statement that the employee will accept any other DHHS certified laboratory, or the specified DHHS certified laboratory name, location, address, and telephone number, selected, if any. The employee must provide a copy to the Town of Branford's Drug and Alcohol Program Manager

Testing Procedures

Drug Testing Procedures

A Drug test is sent to a DHHS certified laboratory (see the section: *Testing Process Integrity, Safeguarding the Validity of the Test Results, and Ensuring That Test Results are Attributed to the Correct Individual*).

Medical Review Officer

The program will utilize a MRO, a licensed physician (medical doctor or doctor of osteopathy) who has appropriate knowledge and medical training to interpret and evaluate an individual's initial confirmed positive test result together with his or her medical history and any other relevant biomedical information. The MRO's responsibility will include providing a review of the laboratory's "chain of custody" documentation to ensure that it has properly tracked the handling and storage of the urine specimen.

Before determining that an initial presumed positive test result is a Final positive, a canceled test, or a negative test result, the MRO will rule out alternate medical explanations through reviewing the tested individual's medical records, and will give the individual an opportunity to discuss the test result.

It is the employee's responsibility to contact the MRO within 24 hours upon notification from the Town of Branford that the employee must contact the MRO. Failure of the employee to contact the MRO within this time frame will result in a

Final determination of the result of the presumed positive Drug test without input from the employee.

Alcohol Testing Procedures

Alcohol testing will be performed in accordance with approved testing equipment and technicians. Breath Alcohol Technicians (BATs) are those individuals who have completed mandatory training on required collection and testing procedures and on the proper operation of equipment and approval alcohol testing procedures. Final confirmation testing will be conducted on an Evidential Breath Testing device (a breath testing device approved by the National Highway Traffic Safety Administration) which is on the "Conforming Products List of Evidential Breath Measurement Devices", or with other devices and procedures as may be authorized.

There are two types of breath tests that are to be administered, an *initial screening test*, and a *confirmation test*.

The Initial Screening Test

The first type of test is an initial screening test that is conducted using an authorized alcohol testing device by approved collection personnel. Any result less than 0.02 BAC is considered a negative test and no further screening is conducted. If the initial screening test is 0.02 BAC or greater, an alcohol confirmation test will be conducted.

The Confirmation Test

If the initial screening test is 0.02 BAC or greater, a confirmation test is performed by a BAT on an EBT following a specified procedure after a specified waiting period. The EBT will have the capability of printing out the test result.

Referral for Evaluation and Treatment

If an employee has a positive test result for Drugs and/or alcohol he/she must have an evaluation by a Substance Abuse Professional. This assessment will evaluate whether the individual needs assistance resolving problems associated with Drug and/or alcohol misuse. If treatment is prescribed, the employee must complete the recommended program, before that individual is medically qualified to work as an employee.

Final Test Result

An alcohol test result is a Final test result after the alcohol Confirmation test.

A positive drug test result is Final after an individual with a positive drug test result either: (1) does not request a Split Specimen Retest within the time frame allowed, or (2) the requested retest reconfirms the positive result.

Records

All drug testing and related medical records and information will be maintained in a confidential manner and their disclosure shall be strictly limited in accordance with applicable law. Each employee will have the right to have a copy of his/her Drug test result upon written request.

Consequences for Use of Drugs and Misuse of Alcohol (Termination after Second Positive)

On First Positive

In all events of positive drug test results (including a refusal to test as defined elsewhere) or alcohol test results with a BAC of 0.04 or greater (or a refusal to test), the employee will have the following consequences. A request for a re-test for positive drug test results will not delay the consequences.

1. Not be permitted to return to work.
2. Be referred to a Substance Abuse Professional.
3. Be required to enter (allowed to use accumulated sick time and vacation time for treatment) and successfully complete a certified drug and/or alcohol program. Said leave will be counted as a Family and Medical Leave of Absence (FMLA) if the employee is eligible for FMLA.

Be required to pass a return to duty test (or tests if both a Drug and an alcohol test are required by the Substance Abuse Professional) before work activities are resumed.

Be placed in a follow-up testing program until completed after a confirmed positive drug or alcohol test.

On A Second Positive Result

On a second positive Test Result of either Alcohol or Drugs, the employee will be terminated.

Other Consequences as a Result of This Policy

As independently authorized, an employee sent out for a reasonable suspicion test will be required to accept Town of Branford arranged transportation to and from, or arrange for independent transportation home. Refusal to accept independent transportation may result in immediate dismissal.

Financial Issues for the Employee

The Town of Branford will be responsible for the expense of the first return to duty Drug and/or alcohol test after a first positive test result.

The cost of all follow-up tests (not covered by the employee's insurance) will be covered by the Town of Branford. This follow up testing program will continue for up to sixty (60) months.

If the employee requests a retest of the split portion of the Drug test urine collection, it will be covered by the Town of Branford, if not covered by the employee's insurance.

Costs of the treatment program and any other services (other than the costs that the Town is willing to pay as set forth herein) are to be borne by the employee.