

THE TOWN OF BRANFORD, CONNECTICUT

-and-

TEAMSTERS LOCAL 443

PUBLIC WORKS/HIGHWAY EMPLOYEES

July 1, 2023-June 30, 2027

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BETWEEN
THE TOWN OF BRANFORD, CONNECTICUT

-and-
TEAMSTERS LOCAL 443

This Agreement entered into by and between the Town of Branford, hereinafter referred to as the "Town", and Teamsters Local 443, affiliated with the International Brotherhood of Teamsters **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

- 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, the Administrative Assistants/Secretaries located at the Public Works Department.
- 3.1 The Town may hire non-bargaining unit employees on a temporary basis who may work in increments of thirty (30) workdays not to exceed 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 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

- 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 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.
- 4.1 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.
- 4.2 The Town's obligations to make such deductions shall terminate automatically upon termination of the employee who signed the authorization or upon his or her transfer to a job not covered by this Agreement, except that deductions shall be resumed if an employee, terminated by layoff, is rehired during the life of the contract then in existence.
- 4.3 The Union agrees that it will indemnify and save the Town harmless from any and all liability, claim, responsibility, damage or suit which may arise out of any action taken by the 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.
- 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 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.

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

ARTICLE 6

HOURS OF WORK – HIGHWAY

- 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 6:00 a.m. and ending at 2:30 p.m. with one-half (1/2) for lunch or, during October through May, starting at 7:00 a.m. and ending at 3:30 p.m., with one-half (1/2) hour for lunch, as determined by the Town. The Town will provide the Union with notice of at least thirty (30) calendar days before a change in working hours, as set forth herein, unless there is an emergency requiring a shorter notice period. Exceptions are the Mechanics and employees assigned to the Transfer Station whose hours and days are separately assigned.

Three (3) 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 workday 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, effective July 1, 2023, or upon execution, if after July 1, 2023, 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~~ **\$1.50** 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; and (2) transfer station 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; and (2) transfer station employees, do not have to be made in the specific order set forth on the overtime list.

General government building employees are also subject to a mandatory snow plowing call-in list that is separate from highway/mechanics and transfer station employees. General government building employees are called-in and assigned by the Superintendent or his designee.

Employees will be paid for up to one (1) hour prior to arrival at the facility for travel time if they are told to report to work less than six (6) hours prior to their reporting time. If an employee is called and told to report at their normal starting time, they shall not be paid for travel time. Further, if an employee is told to report to work six (6) or more hours prior to their reporting time, they shall not be paid for travel time. For example, an employee who gets a call at midnight to report to work at 4:00 a.m., will receive pay for up to one (1) hour for travel time between 3:00 a.m. and reporting time of 4:00 a.m. If, on the other hand, the employee is told at 10:00 p.m. or earlier to report to work at 4:00 a.m., the employee will not receive pay 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 by phone, text, or other form of communication such as an app, if discussed with the Union, that he/she will not be able to make it in to work by the reporting time, with the reason for not being able to report on time and the time that (s)he will be able to report to work. 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

- 7.0 Transfer Station employees are placed on a rotation schedule by the 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 Public Works Director or his/her designee.
- 7.1 Transfer Station employees are assigned to work from 6:45 a.m. to 3:15 p.m., 7:00 a.m. to 3:30 p.m., or to the same hours regularly assigned to the Public Works department, Monday through Friday for two (2) consecutive weeks, followed by one (1) week from Tuesday through Saturday, from 6:45 a.m. to 3:15 p.m., 7:00 a.m. to 3:30 pm .or to the same hours regularly assigned to the Public Works department. Saturday hours are from 6:45 a.m. to 3:15 p.m. The Town will provide the Union with notice of at least thirty (30) calendar days before a change in working hours, as set forth herein, unless there is an emergency requiring a shorter notice period. 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.
- 7.3 Overtime at the Transfer Station will be determined by the Director of Public Works or his/her designee. Transfer Station employees will be offered the overtime before Public Works' employees.
- 7.4 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.
- 7.5 Transfer Station Attendants who are directed by the Director of Public Works or her/his designee to perform work as the Team Leader for four (4) or more hours will be paid at the higher rate of pay.

- 7.6 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.

If a Transfer Station employee is told to report to work to plow and/or sand a specific route less than six (6) hours prior to their reporting time, shall be paid for up to one (1) hour prior to arrival to the facility for travel time. If an employee is called and told to report at his/her normal starting time, he/she shall not be paid for travel time. Further, if an employee is told to report to work six (6) or more hours prior to their reporting time, they shall not be paid for travel time. For example, an employee who gets a call at midnight to report to work at 2:30 a.m., will receive pay for up to one (1) hour for travel time between 1:30 a.m. and reporting time of 2:30 a.m. If, on the other hand, the employee is told at 8:30 p.m. or earlier to report to work at 2:30 a.m., the employee will not receive pay 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 by phone, text, or other form of communication such as an app, if discussed with the Union, that he/she will not be able to make it in to work by the reporting time, with the reason for not being able to report on time and the time that (s)he will be able to report to work. 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.

Non-bargaining unit employees can be utilized to remove snow/ice during working hours.

- 7.7 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 8

WAGES AND BENEFITS

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.

Fiscal Year 2023-2024: Retroactive to July 1, 2023 for employees on the payroll at the time of execution, 2.25%.

- The position of Operator I will be created and filled by four (4) individuals, and the hourly rate of pay will be \$30.00 at the time the individual fills the position. This rate is not subject to the 2.25% GWI in fiscal year 2023-2024.
- The current Operator position will be renamed "Operator II".

Fiscal Year 2024-2025: 2.25%

Fiscal Year 2025-2026: 2.5%

Fiscal Year 2026-2027: 2.25%

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, the Town shall make available to its full-time employees and their dependents 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.

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.

The Connecticut Partnership Plan 13%

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

The Connecticut Partnership Plan 13%

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

The Connecticut Partnership Plan 14%

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

The Connecticut Partnership Plan 14%

- 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.

- 8.5 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	Labor Day
President's Day	Veterans Day
New Year's Day	Memorial Day
Good Friday	Thanksgiving Day
Fourth of July	Columbus Day
Christmas 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.

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) workdays annually. Employees who have completed one (1) year of service with the Town, may carry over up to five (5) vacation days into the next fiscal year with the approval of the Director of Human Resources; vacation days that are carried over must be used by the end of the fiscal year.

For example, an employee who is hired on May 5, 2022, and then completes one (1) year of service on May 5, 2023, may, with the approval of the Director of Human Resources, carry over up to five (5) vacation days, which must be used by the end of fiscal year 2023-2024.

- 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.

- 10.4 Employees shall not be called back to work while on vacation except for emergency work. 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 regular vacation pay plus time and one-half (1-1/2) for the hours worked performing emergency work.
- 10.5 Employees will use ADP ETime or another approved Town system to request vacation, which shall be granted 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.
- 10.6 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.

Beginning in fiscal year 2023 – 2024, full-time employees who have completed one (1) year of service will be allowed to request that up to two (2) unused sick days be converted to a up to two (2) personal days. 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.
 - c) If the Director of Human Resources or his/her designee suspects sick leave abuse, an employee may 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.
 - 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.
- 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 to the Department Head with approval from the First Selectman or his/her designee. The employee requesting the day off should contact his/her Union.
- 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.

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.

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.

Step 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.

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

- 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.

- 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

- 17.0 Beginning July 1, 2023, all bargaining unit employees shall receive Two Hundred Dollars (\$200) each fiscal year towards the purchase of work boots. Effective July 1, 2024, the amount will increase to Two Hundred and Twenty-Five Dollars (\$225). 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 one (1) working days of being notified of the suspension. Once notified, the employee shall not operate any vehicle and the Town will notice a meeting to determine the employment status of the employee.
- 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.
- 20.3 The Town will directly pay for an employee's annual, or more frequently if medically required, 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.
- 21.1 The Town will email each employee with a copy of this Agreement within thirty (30) days after the signing of this Agreement. New employees will be emailed a copy of this Agreement at the time of hire.

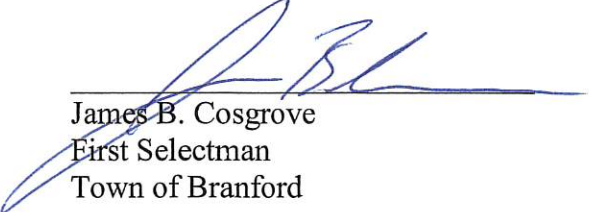
This Agreement shall remain in full force and effect for a period from execution through June 30, 2027. Thereafter, this Agreement shall be considered automatically renewed for successive periods of one year, unless either party shall, on or before one hundred twenty (120) days prior to the termination 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 4th day of August, 2023.

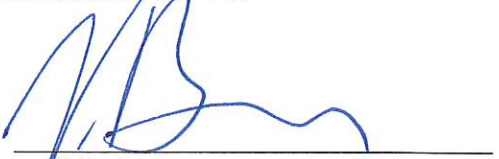
THE TOWN OF BRANFORD

TEAMSTERS LOCAL 443


James B. Cosgrove
First Selectman
Town of Branford


Salvatore J. Abate
Secretary/Treasurer/Principal Officer
Teamsters Local 443


Margaret M. Lubarda
Director of Human Resources
Town of Branford


Vito Bonanno
Vice President/Business Representative
Teamsters Local 443

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, 2023 TO JUNE 30, 2027

Position	2022-2023		2023-2024		2024-2025		2025-2026		2026-2027	
	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual
Foreman	\$ 34.81	\$ 72,404.80	\$ 35.59	\$ 74,027.20	\$ 36.39	\$ 75,691.20	\$ 37.30	\$ 77,584.00	\$ 38.14	\$ 79,331.20
Operator II	\$ 32.26	\$ 67,100.80	\$ 32.99	\$ 68,619.20	\$ 33.73	\$ 70,158.40	\$ 34.57	\$ 71,905.60	\$ 35.35	\$ 73,528.00
Operator I		\$ -	\$ 30.00	\$ 62,400.00	\$ 30.68	\$ 63,814.40	\$ 31.45	\$ 65,416.00	\$ 32.16	\$ 66,892.80
Truck Driver / Laborer	\$ 28.07	\$ 58,385.60	\$ 28.70	\$ 59,696.00	\$ 29.35	\$ 61,048.00	\$ 30.08	\$ 62,566.40	\$ 30.76	\$ 63,980.80
Lead Mechanic	\$ 38.83	\$ 80,766.40	\$ 39.70	\$ 82,576.00	\$ 40.59	\$ 84,427.20	\$ 41.60	\$ 86,528.00	\$ 42.54	\$ 88,483.20
Mechanic	\$ 36.57	\$ 76,065.60	\$ 37.39	\$ 77,771.20	\$ 38.23	\$ 79,518.40	\$ 39.19	\$ 81,515.20	\$ 40.07	\$ 83,345.60
Assistant Mechanic	\$ 27.82	\$ 57,865.60	\$ 28.45	\$ 59,176.00	\$ 29.09	\$ 60,507.20	\$ 29.82	\$ 62,025.60	\$ 30.49	\$ 63,419.20
Transfer Station Attendant Team Leader	\$ 33.38	\$ 69,430.40	\$ 34.13	\$ 70,990.40	\$ 34.90	\$ 72,592.00	\$ 35.77	\$ 74,401.60	\$ 36.57	\$ 76,065.60
Transfer Station Attendant	\$ 32.26	\$ 67,100.80	\$ 32.99	\$ 68,619.20	\$ 33.73	\$ 70,158.40	\$ 34.57	\$ 71,905.60	\$ 35.35	\$ 73,528.00
Lead Tradesman	\$ 36.94	\$ 76,835.20	\$ 37.77	\$ 78,561.60	\$ 38.62	\$ 80,329.60	\$ 39.59	\$ 82,347.20	\$ 40.48	\$ 84,198.40
Tradesman	\$ 32.60	\$ 67,808.00	\$ 33.33	\$ 69,326.40	\$ 34.08	\$ 70,886.40	\$ 34.93	\$ 72,654.40	\$ 35.72	\$ 74,297.60
Tradesman / Laborer	\$ 26.18	\$ 54,454.40	\$ 26.77	\$ 55,681.60	\$ 27.37	\$ 56,929.60	\$ 28.05	\$ 58,344.00	\$ 28.68	\$ 59,654.40

2.25%

2.50%


2.25%

2.25%

2.25%

2.25%

2.25%

 **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, visit www.osc.ct.gov/anthemcpartner. For general definitions of common terms, such as allowed amount, balance billing, coinsurance, copay, deductible, provider, or other underlined terms see the Glossary. You can view the Glossary at <http://www.ccio.cms.gov> or call Anthem Blue Cross and Blue Shield at 1-800-922-2232 to request a copy.

Important Questions	Answers	Why This Matters:
<p>What is the overall deductible?</p>	<p>In-network: \$350/individual; \$1,400/family; waived for HEP members Out-of-network: \$300/individual; \$900/family</p>	<p>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. Once you or a family member meets the individual deductible amount, the plan begins to pay for you or that family member. If you have other family members on the <u>plan</u>, each family member must meet their own individual <u>deductible</u> until the <u>total</u> amount of deductible expenses paid by all family members meets the overall family deductible.</p>
<p>Are there services covered before you meet your deductible?</p>	<p>Yes. In-network primary care and specialist office visits, in-network <u>preventive care</u>, <u>prescription drugs</u>, <u>emergency room care</u>, in-network <u>urgent care</u>, in-network mental health and substance abuse outpatient services, and in-network eye exams are covered before you meet your deductible.</p>	<p>This <u>plan</u> covers some items and services even if you haven't yet met the deductible amount. But a <u>copay</u> or <u>coinsurance</u> may apply. For example, this plan covers certain <u>preventive services</u> 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/</p>
<p>Are there other deductibles for specific services?</p>	<p>No.</p>	<p>You don't have to meet <u>deductibles</u> for specific services.</p>
<p>What is the out-of-pocket limit for this plan?</p>	<p>Medical: In-network: \$2,000/individual; \$4,000/family; Out-of-network \$2,300/individual; \$4,900 family Prescription drugs: \$4,600/individual; \$9,200/family</p>	<p>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.</p>
<p>What is not included in the out-of-pocket limit?</p>	<p><u>Premiums</u>, <u>balance-billing</u> charges, penalties for failure to obtain prior authorization for services, and health care this <u>plan</u> doesn't cover.</p>	<p>Even though you pay these expenses, they don't count toward the <u>out-of-pocket limit</u>.</p>
<p>Will you pay less if you use a network provider?</p>	<p>Yes. See www.osc.ct.gov/anthemcpartner or call 1-800-922-2232 for a list of <u>network providers</u>.</p>	<p>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 <u>out-of-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 <u>out-of-network provider</u> for some services (such as lab work). Check with your <u>provider</u> before you get services.</p>

Chat with a professional Health Navigator 24 hours a day, seven days a week at (866) 611-8005. Or, use the online chat tool by clicking the Health Navigator button on CareCompass.Ct.Gov.

Important Questions	Answers	Why This Matters:
Do you need a referral to see a specialist?	No.	You can see the <u>specialist</u> you choose without a <u>referral</u> .



All copay 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
		Preferred In-Network Provider (You will pay the least)	In-Network Provider 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	No charge. <u>Deductible</u> does not apply.	\$15 copay/visit. Waived if no in-state preferred provider. <u>Deductible</u> does not apply.	None. 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.
	Specialist visit	No charge. <u>Deductible</u> does not apply.	No charge. <u>Deductible</u> does not apply.	
	Preventive care/screening/immunization	No charge. <u>Deductible</u> does not apply.	No charge. <u>Deductible</u> does not apply.	
If you have a test	Diagnostic test (X-ray, blood work)	No charge	20% <u>coinsurance</u>	40% <u>coinsurance</u>
	Imaging (CT/PET scans, MRIs)	No charge	20% <u>coinsurance</u>	40% <u>coinsurance</u>

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Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Preferred In-Network Provider (You will pay the least)	In-Network Provider Out-of-Network Provider (You will pay the most)	
<p>If you need drugs to treat your illness or condition</p> <p>More information about prescription drug coverage is available at www.osc.ct.gov/benefits/pharmacy.htm</p>	Generic drugs	Preferred generic: Retail: \$5 <u>copay/fill</u> ; Mail order & maintenance drugs: \$5 <u>copay/fill</u> . Non-preferred generic: Retail: \$10 <u>copay/fill</u> ; Mail order & maintenance drugs: \$10 <u>copay/fill</u> .	20% <u>coinsurance</u> for non-participating pharmacy	Retail: 30-day supply; Mail order: 90-day supply. Deductible does not apply to <u>prescription drugs</u> . Check details of your Rx coverage at: www.osc.ct.gov/benefits/pharmacy.htm . Maintenance drugs must be filled by mail order or by
	Preferred brand drugs	Retail: \$25 <u>copay/fill</u> ; Mail order & maintenance drugs: \$25 <u>copay/fill</u> .	20% <u>coinsurance</u> for non-participating pharmacy	Maintenance <u>Network pharmacy</u> after first retail fill. Penalty may apply if brand name drug is requested when a generic is available. Some drugs require prior authorization. No charge for <u>preventive care</u> drugs or FDA-approved generic contraceptives (or brand name contraceptives if generic is medically inappropriate).
	Non-preferred brand drugs	Retail: \$40 <u>copay/fill</u> ; Mail order & maintenance drugs: \$40 <u>copay/fill</u> .	20% <u>coinsurance</u> for non-participating pharmacy	
<p>If you have outpatient surgery</p>	Specialty drugs	No charge for <u>specialty drugs</u> if enrolled in PrudentRx program. Same as non-preferred brand drugs if not enrolled in PrudentRx program.	Not covered	
	Facility fee (e.g., ambulatory surgery center)	No charge	20% <u>coinsurance</u>	Prior authorization required to avoid penalty of lesser of \$500 or 20% of covered services.
	Physician/surgeon fees	No charge		
<p>If you need immediate medical attention</p>	Emergency room care	\$250 <u>copay/visit</u> . Deductible does not apply.	\$250 <u>copay/visit</u> . Deductible does not apply.	<u>Copay</u> waived if admitted or if no reasonable medical alternative.
	Emergency medical transportation	No charge	No charge	None.
	Urgent care	\$15 <u>copay/visit</u> . Deductible does not apply.	20% <u>coinsurance</u>	None.

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Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Preferred In-Network Provider (You will pay the least)	In-Network Provider Out-of-Network Provider (You will pay the most)	
If you have a hospital stay	Facility fee (e.g., hospital room)	No charge	20% <u>coinsurance</u>	Prior authorization required to avoid penalty of lesser of \$500 or 20% of covered services. No coverage in excess of cost of a semi-private room unless <u>medically necessary</u> .
	Physician/surgeon fees	No charge	20% <u>coinsurance</u>	Prior authorization required to avoid penalty of lesser of \$500 or 20% of covered services.
	Outpatient services	\$15 <u>copay</u> /visit. <u>Deductible</u> does not apply.	20% <u>coinsurance</u>	None.
If you need mental health, behavioral health, or substance abuse services	Inpatient services	No charge	20% <u>coinsurance</u>	Prior authorization required to avoid penalty of lesser of \$500 or 20% of covered services.
	Office visits	\$15 <u>copay</u> /first visit only. <u>Deductible</u> does not apply.	20% <u>coinsurance</u>	<u>Cost sharing</u> does not apply for <u>preventive services</u> . Depending on the type of service, a <u>copay</u> , <u>coinsurance</u> , or <u>deductible</u> may apply. Maternity care may include tests & services described somewhere else in the SBC (i.e., ultrasound).
If you are pregnant	Childbirth/delivery professional services	No charge	20% <u>coinsurance</u>	Prior authorization required for stay in excess of 48 hours (96 hours for cesarean delivery) to avoid penalty of lesser of \$500 or 20% of covered services.
	Childbirth/delivery facility services	No charge	20% <u>coinsurance</u>	

Chat with a professional Health Navigator 24 hours a day, seven days a week at (866) 611-8005. Or, use the online chat tool by clicking the Health Navigator button on CareCompass.Ct.Gov.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Preferred In-Network Provider (You will pay the least)	In-Network Provider Out-of-Network Provider (You will pay the most)	
If you need help recovering or have other special health needs	<u>Home health care</u>	No charge	20% <u>coinsurance</u>	Limit: 200 visits/calendar year. Prior authorization required to avoid penalty of lesser of \$500 or 20% of covered services.
	<u>Rehabilitation services</u>	No charge	20% <u>coinsurance</u>	In-network speech therapy limit: 30 visits/calendar year. Limit does not apply to treatment resulting from autism, stroke, tumor removal, injury or congenital anomalies of oropharynx. Out-of-network physical, occupational, chiropractic, speech & autism therapy limit: 30 visits/condition/calendar year.
	<u>Habilitation services</u>	No charge	20% <u>coinsurance</u>	None.
	<u>Skilled nursing care</u>	No charge	20% <u>coinsurance</u>	Out-of-network limit: 60 visits/ year/ person Prior authorization required to avoid penalty of lesser of \$500 or 20% of covered services. Prior authorization required for items over \$500 to avoid penalty of lesser of \$500 or 20% of covered services.
	<u>Durable medical equipment</u>	No charge	20% <u>coinsurance</u>	Inpatient services: prior authorization required to avoid penalty of lesser of \$500 or 20% of covered services. Out-of-network inpatient services limit: 60 days/person/calendar year. Out-of-network in-home services limit: 200 visits/calendar year
	<u>Hospice services</u>	No charge	20% <u>coinsurance</u>	

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Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Preferred In-Network Provider (You will pay the least)	In-Network Provider Out-of-Network Provider (You will pay the most)	
If your child needs dental or eye care	Children's eye exam	\$15 copay/visit. Deductible does not apply.	50% coinsurance	Limit: 1 visit/calendar year performed as part of an exam.
	Children's glasses	Not covered	Not covered	You must pay 100% of this service, even in-network.
	Children's dental check-up	Not covered	Not covered	You must pay 100% of this service, even in-network.

Excluded Services & Other Covered Services:

<p>Services Your Plan Generally Does NOT Cover (Check your policy or plan document for more information and a list of any other excluded services.)</p> <ul style="list-style-type: none"> • Children's glasses • Cosmetic surgery • Dental care (adult and child) 		<ul style="list-style-type: none"> • Non-emergency care when traveling outside the United States (urgent care covered) • Long-term care 	<ul style="list-style-type: none"> • Routine foot care (except when medically necessary for treatment of diabetes) • Weight loss programs (except as required by law)
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<p>Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your plan document.)</p> <ul style="list-style-type: none"> • Acupuncture (limit: 20 visits per calendar year) • Bariatric surgery (prior authorization required) • Chiropractic care (limit: 30 visits per calendar year for out-of-network services) 		<ul style="list-style-type: none"> • Hearing aids (limit: 1 set per 36 month period; prior authorization required) • Infertility treatment (prior authorization required) • Non-emergency care when traveling outside the United States (urgent care only) 	<ul style="list-style-type: none"> • Private-duty nursing (prior authorization required) • Routine eye care (adult, limit: 1 exam per calendar year)
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Chat with a professional Health Navigator 24 hours a day, seven days a week at (866) 611-8005. Or, use the online chat tool by clicking the Health Navigator button on CareCompass.Ct.Gov.

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: the Department of Health and Human Services, Center for Consumer Information and Insurance Oversight, at 1-877-267-2323 x61565 or 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 on how 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:

Anthem Blue Cross and Blue Shield
108 Leigus Road
Wallingford, CT 06492
1-800-922-2232

CVS/Caremark
Prescription Claim Appeals MC109
P.O. Box 52084
Phoenix, AZ 85072-2084
Fax: 1-866-443-1172

Additionally, a consumer assistance program can help you file your appeal. Contact the Connecticut Office of the Health Care Advocate at 1-866-466-4446

Does this plan provide [Minimum Essential Coverage](#)? Yes

Minimum Essential Coverage generally includes plans, health insurance available through the Marketplace or other individual market policies, Medicare, Medicaid, CHIP, TRICARE, and certain other coverage. If you are eligible for certain types of Minimum Essential Coverage, you may not be eligible for the premium tax credit.

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.

Language Access Services:

Para obtener asistencia en Español, llame al 1-800-922-2232.

Kung kailangan ninyo ang tulong sa Tagalog tumawag sa 1-800-922-2232.

如果需要中文的帮助，请拨打这个号码1-800-922-2232.

Direkenho shika at'ohwol ninisingo, kwijigo holne' 1-800-922-2232.

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

Chat with a professional Health Navigator 24 hours a day, seven days a week at (866) 611-8005.

Or, use the online chat tool by clicking the Health Navigator button on CareCompass.Ct.Gov.

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, copays 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 \$350
- Specialist copayment \$15
- Hospital (facility) \$0
- Other \$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 \$12,700

In this example, Peg would pay:

Cost Sharing	
Deductibles	\$350
Copays	\$25
Coinsurance	\$0
<i>What isn't covered</i>	
Limits or exclusions	\$60
The total Peg would pay is	\$435

Managing Joe's type 2 Diabetes

(a year of routine in-network care of a well-controlled condition)

- The plan's overall deductible \$350
- Specialist copayment \$15
- Hospital (facility) \$0
- Other \$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 \$5,600

In this example, Joe would pay:

Cost Sharing	
Deductibles	\$120
Copays	\$190
Coinsurance	\$0
<i>What isn't covered</i>	
Limits or exclusions	\$0
The total Joe would pay is	\$310

Mia's Simple Fracture

(in-network emergency room visit and follow up care)

- The plan's overall deductible \$350
- Specialist copayment \$15
- Hospital (facility) \$0
- Other \$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 \$2,800

In this example, Mia would pay:

Cost Sharing	
Deductibles	\$350
Copays	\$320
Coinsurance	\$0
<i>What isn't covered</i>	
Limits or exclusions	\$0
The total Mia would pay is	\$670

NOTE: These numbers assume the patient does not participate in the plan's wellness program. If you participate in the plan's wellness program, you may be able to reduce your cost. For more information about the wellness program, please visit <http://osc.ct.gov/benefits.htm>

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

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

Diagnostic & Preventive Services

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

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

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

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

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

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

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

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

Principle Limitations and Exclusions

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

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

January 2, 2013

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.