

THE TOWN OF BRANFORD

AND

**The Connecticut Organization for Public Safety
Employees (COPS)**

DISPATCHERS

Unit # 014

To June 30, 2017

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ARTICLE 1
RECOGNITION

- 1.1 The Town recognizes the Union as the sole and exclusive bargaining agent of all civilian communication dispatchers of the Town of Branford, excluding employees who work less than twenty (20) hours per week, employees hired as part-time dispatchers to fill in for full-time dispatchers, employees who work on a seasonal basis within the meaning of the M.E.R.A. and Utility employees

ARTICLE 2
EMPLOYEE RIGHTS AND REPRESENTATION

- 2.1 Employees have and shall be protected in the exercise of their rights without fear of penalty or reprisal to join and assist the Union. The freedom of employees to assist the Union shall be recognized as extending to participation in the management of the Union and acting for the Union in the capacity of Union Officer or Representative.

ARTICLE 3
MANAGEMENT RIGHTS

- 3.1 It is recognized that the Town has and will continue to retain whether exercised or not, the sole right, responsibility and prerogative to direct operations in the Town of Branford in all its aspects, including, but not limited to the following: to determine the type of work to be performed; to assign all work to employees; to determine schedules and hours of work; to select, hire and reclassify employees; including, the right to prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the Town of Branford; to discharge or otherwise discipline any employee for just cause; to promote, transfer and layoff employees; to determine the content and have discretion over the organization and technology of performing its work and fulfilling all its legal responsibilities. These rights, responsibilities and prerogatives are not subject to delegation, in whole or in part, except that the same shall not be exercised in a manner inconsistent with or in violation of any of the specific terms and provisions of this Agreement. No action taken by the Town with respect to any of its rights, responsibilities and prerogatives, other than as specifically provided for elsewhere in the Agreement shall be subject to the Grievance provision of this Agreement.

ARTICLE 4
UNION SECURITY/DUES

- 4.1 All present employees and all employees hired after the date of this Agreement is signed, shall, as a condition of employment, become and remain members of the Union within thirty (30) calendar days after this Agreement is signed or after their date of hire, whichever is applicable, or pay an agency fee.
- 4.2 The Town agrees to deduct Union membership dues monthly from the pay of those employees who, in writing, authorize such deduction. The Town will remit to the Union within the 10th day of the next month in which such deductions are made, the dues deducted, together with a list of employees from whose wages these sums have been deducted. Such dues deduction shall continue for the duration of this Agreement and any extension thereof. The Union agrees to hold the Town harmless from damages incurred by reason of the carrying out of the deduction provisions of this Article, including the claim of an assignment of wages to the Union for membership dues.

ARTICLE 5
NO STRIKE

- 5.1 All employees included in this Agreement, pursuant to Section 7-475, C.G.S., shall not strike, or engage in a slow-down, a sick-out, or any other activity which affects the employee's performance of his/her work.

ARTICLE 6
SENIORITY – LAYOFF – RECALL

- 6.1 Seniority, for the purpose of this Agreement, is defined as the total length of an employee's most recent period of continuous service with the Town as a dispatcher. The employee's earned seniority shall not be lost because of absence due to illness, pregnancy, maternity leave, bereavement, jury duty, personal leave or authorized leave or layoff while eligible for recall. Seniority and seniority rights will not be accrued during unpaid leaves of absence or layoff, but such rights will not be lost because of such leave. Employees who leave such service with the Town are re-employed within one year shall have their total years of service bridged for the purpose of seniority.
- 6.2 A seniority list shall be furnished to the Union annually on or about April 1 of each year, and unless mistakes are brought to the attention of the Police Chief within sixty (60) days, the list should be considered as correct.
- 6.3 A new employee shall be considered probationary during the first six (6) months of employment. The Town may at its discretion request an extension of three (3)

months of any employee's probationary period. During such probationary period an employee shall not attain seniority rights under this Agreement and will be subject to discharge by the Town, without recourse to the Grievance Procedure. At the successful completion of the probationary period, seniority shall be retroactive to the commencement of employment. Days lost from work in excess of a total of five (5) days for any reason during the initial probationary period or an extended probationary period shall not be counted as employment for purposes of computing either probationary period.

- 6.4 The order of lay off for employees covered by this Agreement will be within the seniority group as follows:
- a. Temporary and seasonal employees;
 - b. Trainees, probationary employees, and part-time employees; and
 - c. Full-time employees with the least seniority first, provided remaining employees are capable of doing the work of the laid-off employees

The Town shall notify the employee to be laid off and the Union President at least one (1) week before the effective date of the layoff.

- 6.5 Employees that are laid off under this Article shall have recall rights as follows:
- a. The affected employee shall notify his/her immediate supervisor in writing at the time of layoff that (s)he requests placement on the recall list;

Laid-off employees shall be subject to recall in inverse order of layoff for twelve (12) months from the date of layoff. A laid off employee shall be accorded an opportunity for reemployment prior to new employees being hired, provided such laid off employee 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 last known post office address; for the purpose of this Article a working day shall be Monday - Friday. If such laid off employee fails to report to work within fifteen (15) calendar days, (s)he shall lose all rights of seniority.

ARTICLE 7

GRIEVANCE PROCEDURE

- 7.1 **Purpose.** The purpose of the Grievance Procedure shall be to settle employee grievances on as low an administrative level as possible so as to enhance employee morale without impairing efficiency.

7.2 Definitions. A grievance for the purpose of this procedure shall be considered to be an employee complaint concerned with,

- a. Discharge, suspensions or other disciplinary action.
- b. Matters relating to the interpretation and application of the Articles and Sections of this Agreement.

STEP ONE: Any employee or his Union representative shall submit a grievance in writing to the Policy Chief or designee within ten (10) working days of the alleged occurrence upon which the grievance is based.

The Police Chief or designee shall submit his decision in writing to the aggrieved employee within ten (10) working days of the receipt of the grievance.

STEP TWO: If the employee or the Union is not satisfied with the decision rendered by the Police Chief, the employee or the Union shall, within ten (10) working days after receiving such decision, submit the grievance in writing to the First Selectman. The First Selectman or his/her designee may meet with the grievant and shall render a decision within ten (10) working days of receiving said grievance.

STEP THREE: If the Union is not satisfied with the decision rendered by the First Selectman, it may within thirty (30) calendar days after the receipt of that decision submit a grievance either to the Connecticut State Board of Mediation and Arbitration or, if the Town and the Union mutually agree, to the American Arbitration Association. The costs of the AAA shall be borne equally by both parties. The decision rendered by the arbitrator(s) shall be final and binding upon both parties. The arbitrator(s) shall have no power to add to, subtract from, or modify in any way the terms of this Agreement.

7.3 Mediation: The Mediation services of the State Board of Mediation and Arbitration may be utilized at any time provided either party so desires.

7.4 Recording of Minutes or Testimony: Either party shall have the right to employ a public stenographer at any step in this procedure.

7.5 Meetings: If either of the parties related to the grievance process desires to meet for the purpose oral discussion, a meeting shall be requested and scheduled in accordance with steps one, two and three.

7.6 Employees and the Union shall have the right and choice of representation by not more than one person for all, whenever desired by either individual employees or the Union at its own expense. The Town shall have the right and choice of representation whenever desired at its own expense.

- 7.7 In the event that the time limits stated in the Agreement are not complied with by the Union, the grievance shall be waived and shall not be brought again. The parties may agree to extend the time limits by mutual agreement.
- 7.8 "Days" shall mean calendar days; Saturdays, Sundays and holidays excluded.

ARTICLE 8 **DISCIPLINE**

- 8.1 All disciplinary action shall be for just cause and shall be consistent with the infraction for which disciplinary action is being applied. All suspensions and discharges must be given in writing with reasons stated, and a copy shall be given to the employee and the Union at the time of suspension or discharge. Progressive discipline shall be applied when appropriate. No employee shall be discharged or suspended without just cause. All disciplinary action may be appealed through the grievance procedure.
- 8.2 Each employee shall have the right to see and review his/her personnel file at least twice a year by appointment with either the Police Chief or his designee. The Town shall provide copies of all materials in the file upon the request of the employee. Employees may request that the Town correct, amend, or delete incorrect or inaccurate material. Failing mutual agreement, the employee shall have the right to respond in writing to all items in his/her personnel file. Such responses shall be made part of the file. No separate personnel file shall be maintained other than the one subject to employee inspection.
- 8.2 Each employee shall have the right to see and review his/her personnel file, at least twice a year by appointment with either the Police Chief or his designee. The Town shall provide copies of all materials in the file upon the request of the employee. Employees may request that the Town correct, amend, or delete incorrect or inaccurate material. Failing mutual agreement, the employee shall have the right to respond in writing to all items in his/her personnel file. Such responses shall be made part of the file. No separate personnel file shall be maintained other than the one subject to employee inspection.
- 8.3 Each employee will be given copies of any evaluation reports placed in the employee's file.

ARTICLE 9
HOURS OF WORK AND OVERTIME

- 9.1 A work period shall commence at 0001 hours on Saturday and continue for Twelve (12) consecutive weeks, terminating at 2400 hours on Friday, when a new work period will commence.

All full-time dispatchers shall work a five (5) day, forty (40) hour week, with a one-half hour paid lunch, during which a minimum of two (2) dispatchers will be available in the dispatch center, in accordance with the following schedule:

Squad A Dispatchers -	2330 - 0730
Squad B Dispatchers -	0730 - 1530
Squad C Dispatchers -	1530 - 2330

The Town shall make reasonable efforts to schedule two days off consecutively. (It is recognized that during the first and last seven (7) days of any work period that days on duty and days off may not be truly consecutive.) The Town reserves the right to modify and change this schedule by creating additional shifts.

The Chief or his designee may change the shift/day(s) off of any employee or assign such employee to any consecutive eight (8) hour tour of duty for the purpose of the employee participating in any in-service training program by giving the employee two weeks advance written notice when practical. The employee shall revert to his/her original shift day(s) off at the conclusion of the in-service training program.

In the event the employee is late for his/her regularly assigned shift(s) shall be docked the amount of pay involved computed to the minimum tenth (1/10) of an hour. This paragraph does not in any manner abridge or replace the Chief's disciplinary options for punctuality violations.

- 9.2 Dispatcher assignments and corresponding days off during each work period shall be established by a seniority bidding process. Assignments and corresponding days off for each work period shall be posted on the bulletin board at least twenty-five (25) days prior to commencement of the work period. A bid sheet shall be posted simultaneously. Dispatchers shall bid their choice of assignment and corresponding days off at least fourteen (14) days prior to commencement of the work period. The Police Chief or his/her designee shall make assignments based on the seniority bidding process and post the work period schedule at least six (6) days prior to commencement of the work period. However, in the event a shift has less than three (3) dispatchers scheduled to work based upon the bid or when there is a known vacancy on a shift that will exist during the first fifteen (15) days of the work period, any shift having four (4) bid slots filled shall lose one (1) bid slot to the understaffed shift. The selection of the reassigned dispatcher shall be based

upon seniority. The reassigned dispatcher will be assigned available days off on the shift to which (s)he is reassigned.

Whenever a work period has begun and as a result of resignation, termination or a suspension, injury, sickness or a leave of absence which is anticipated to last more than two (2) weeks, the Chief or his designee shall fill a vacancy on any shift having fewer than three (3) dispatchers in the same manner set forth above. The Chief or his designee shall provide the reassigned dispatcher with at least five (5) days' notice prior to making said change. The reassigned dispatcher will be assigned available days off on the shift to which (s)he is reassigned.

9.3 Overtime assignments shall be offered to bargaining unit employees on a rotational basis. The manner in which overtime will be offered will be as follows, using the voluntary overtime list:

- a. There shall be an overtime sign-up sheet posted on the bulletin board of the communications center. Dispatchers wishing overtime shall sign their name to the sheet according to the dates they are available. They will also indicate whether the request is for: (1) days off; or (2) before or after a shift.

All shifts (A,B,C) must have a minimum of two (2) dispatchers on duty. In any case where there are fewer than two (2) dispatchers assigned to any shift the hours must be offered on a rotational basis, to dispatchers whose name(s) appear on the overtime sign up sheet at the time the schedule is being made up.

- b. If the dispatcher next on the voluntary overtime list is not on duty, (s)he will be telephoned at their home and/or a cell phone number or if necessary paged if the dispatcher has provided the Department with the pager number, and offered the overtime opportunity. If the Department does not receive a response within fifteen (15) minutes, or the dispatcher refuses the opportunity, the Department will then proceed to the next dispatcher on the overtime list.

Any employee who refuses an offer of overtime, or fails to respond in accordance with section b. above, shall be charged as though (s)he has worked.

Dispatchers shall sign-up for voluntary overtime indicating the days that they are available. Voluntary overtime assignments will be offered in accordance with the sign-up sheet.

This process shall be followed for employees who are on a leave status (i.e. vacation and personal leave as set forth in Article 16, Section 16.2). However, no employee on leave may work an overtime shift that they were regularly scheduled to work.

- 9.4 Should the Department fail to fill the overtime opportunity after offering it to all employees in the manner set forth above, such overtime will be considered mandatory and filled as set forth below:
1. Whenever vacancies occur on any shift, or if a shift is to be augmented, vacancies shall continue to be filled in accordance with Article 8, Section 8.3. Whenever vacancies are not filled in the manner set forth in Article 8, Section 8.3 of the Agreement, said vacancies shall be filled by a mandatory selection of personnel as follows:

“A” shift personnel may be assigned to fill vacancies on “B” shift from 07:30 – 11:30 or “C” shift from 19:30 – 23:30.

“B” shift personnel may be assigned to fill vacancies on “A” shift from 03:30 – 07:30 or “C” shift from 15:30 – 19:30.

“C” shift personnel may be assigned to fill vacancies on “B” shift from 11:30 – 15:30 or “A” shift from 23:30 – 03:30.

If a dispatcher has worked a mandatory overtime assignment and is thereafter assigned to a shift that is staffed above the minimum set forth in Article 8, Section 8.3, (s)he may leave work after working eight (8) consecutive hours, if approved by the Chief or his designee. However, if the dispatcher is allowed to leave his/her shift after working eight (8) consecutive hours, (s)he will be paid for eight (8) hours at his/her straight time rate and will not receive overtime compensation for the hours worked prior to the start of his/her shift.
 2. Mandatory overtime hours will not exceed four (4) consecutive hours unless.
 - a. A relief dispatcher cannot be contacted and/or fails to report to work, for any reason; or
 - b. The on-duty dispatcher may choose to work beyond the remainder of the shift with the approval of the Chief or his designee.
 3. Any dispatcher who fails to respond to a call for mandatory overtime will be subject to disciplinary action.
- 9.5 Trainees and probationary employees will not be offered overtime unless there are no other employee available.
- 9.6 Dispatchers may, at their own option, switch among themselves with the approval of the Police Chief or his/her designee. Changes of this voluntary nature will not impose any financial burden on the Town.

9.7 All open shifts shall be filled as described in Article 8.3 provided that no employee may work two consecutive shifts (a double) more than two days in a row on consecutive calendar days, unless in the best interest of the Town, as determined by the Police Chief or his/her designee. Factors of safety and health, as determined by the Police Chief may be considered in filling open shifts by employees. The Town reserves the right to hire additional dispatchers to fill any or all open shifts as described in Article 8.3.

9.8 Part-time dispatchers may be assigned to work any overtime hours not assigned to full-time dispatchers after such full-time dispatchers have been offered and refused such time or a full-time dispatcher could not be contacted.

Once a part-time dispatcher has been assigned to work, such hours cannot be claimed by a full-time dispatcher.

Unfilled overtime assignments will be filled with part-time dispatchers when possible prior to ordering a full-time dispatcher to work mandatory overtime.

The Town agrees that it will not utilize part-time dispatchers if a decision is made to operate with less than eleven (11) full-time dispatchers.

9.9 Whenever the department is in any emergency state, as determined by the Chief or his designee, the third (3rd) dispatching position will be activated as a dedicated position. Once an emergency is determined, if only two (2) positions are filled, a third dispatcher will be ordered to work as quickly as possible.

The procedure for filling the position shall be as follows:

If the emergency is anticipated prior to the beginning of the shift, the Chief or his designee will fill the third (3rd) position prior to the shift. If the emergency occurs prior to the mid point of the shift, a dispatcher from the previous shift will be ordered back to duty. If the emergency occurs after the mid point of the shift, a dispatcher scheduled to work the next shift will be ordered in to work.

Any dispatcher who is required to return to work or report for work prior to his/her shift as part of a SRT assignment may, with the approval of the Chief or his designee, be allowed a period of time off, as determined by the Chief, after the conclusion of the SRT assignment before beginning his regularly scheduled shift.

9.10 An employee who is required to either return to duty to perform overtime duties, or required to work on any scheduled day off, shall be paid no less than four (4) hours pay at a rate of time and one half the appropriate rate of pay. However, such overtime that is contiguous to his/her regular shift, shall be paid for at a rate of time and one half for hours actually worked.

ARTICLE 10
WAGES

10.1 Fiscal year 2013 -2014 – 2.1% (retroactive for employees on the payroll at the time of ratification and approval)

Fiscal year 2014 – 2015 – 2.1% (retroactive for employees on the payroll at the time of ratification and approval)

Fiscal year 2015 – 2016 – 2.1% (retroactive for employees on the payroll at the time of ratification and approval)

Fiscal year 2016 – 2017 – 2.1%

* An employee must be on the payroll at the time of signing this Agreement to receive retroactive pay. Wages are the only retroactive benefit being paid upon the signing of this Agreement.

The salary schedule is attached as Appendix A.

10.2 Employees shall advance on the salary schedule as follows:

Start to two years	Step 1
After two years	Step 2
After three years	Step 3
After four years	Step 4
After six years	Step 5

10.3 a. Employees working second shift shall receive differential premium of twenty-five cents (\$0.25) per hour.

b. Employees working third shift shall receive a shift differential premium of forty-five cents (\$0.45) per hour.

10.4 The Chief, or his designee, may, in his discretion, hire a dispatcher at a Step higher than Step 1 up to the level of the dispatcher's previous work experience; however, this section pertains to wages only.

ARTICLE 11
LONGEVITY

- 11.1 Effective December 2010, all full-time employees shall receive longevity compensation based upon the following schedule:

<u>Length of Service</u>	<u>Amount</u>
5 to 9 years	\$300.00
10 years to 14 years	\$550.00
15 years to 19 years	\$800.00
20 years or more	\$1,050.00

December 1 in any year shall be used to determine an employee's length of service and payment under this provision shall be made by the Town during the month of December.

Employees hired after July 1, 2009 will not be entitled to receive longevity payments.

ARTICLE 12
INSURANCE AND PENSION

- 12.1 The Town shall make available to its full-time employees and their dependents Medical and Prescription Drug coverage and Dental coverage (hereinafter referred to as health insurance plan(s)).

All eligible employees and dependents will have the choice of enrolling in the following medical options: a Century Preferred \$25 Co-Pay Plan, as soon as practicable, or a \$1,500/\$3,000 deductible HDHP effective July 1, 2015. Employees may remain enrolled in the \$1,250/\$2,500 deductible HDHP until June 30, 2015. If employees enroll in the \$1,500/\$3,000 deductible HDHP on July 1, 2015, the Town will contribute \$625 each plan year to an employee's account with single coverage and \$1,750 to an employee's account with single plus one or family coverage. Employees must be enrolled in the HDHP for the entire plan year.

The Town of Branford may provide medical and prescription drug benefits, as described above, through alternative carriers or through self-insurance, as long as benefits are provided on a reasonably equivalent basis. All references to specific vendors will be made generic. Employees will be notified of any change in carrier or plan administration thirty (30) calendar days prior to said change or as soon as practicable.

For all medical and dental options the dependent limiting age shall be 19, or 23 if a full time student.

Life Insurance, including double indemnity for Accidental D&D is provided to all employees after three (3) months of service in the amount of \$70,000.

- a. As set forth above, Employees may elect to waive, in writing, the health insurance coverage provided above and in lieu thereof may receive an annual payment from the Town of \$1,000 for waiving coverage for each fiscal year during which the employee continues to elect not to participate in such coverage. Such payment will be issued in equal payments of \$500 in December and June of each fiscal year, and will be subject to normal employment tax withholding and deductions. To receive such payment, an eligible employee must complete and submit a form provided by the Town no later than June 1 of each fiscal year indicating his/her intent not to participate in the Town-provided insurance coverage. Further, such employees must present evidence to the Town that they are covered under another insurance program. Employees may elect to resume health insurance coverage due to the occurrence of one of the following conditions for which documentation and a request for reinstatement must be submitted to the Human Resources Department in writing.
 1. Involuntary termination of the alternative health benefits plan coverage;
 2. Ineligibility of the employee and/or dependent(s) under the alternative plan;
 3. The employee acquires a new dependent through marriage, birth or adoption and the new dependent is not covered by the alternative plan;
 4. Coverage under the alternative plan is substantially reduced or the cost of the plan to the employee substantially increases.

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

- 12.2 The Town shall maintain the present pension plan ("MERF B") and employee contributions to the MERF B pension plan will be made on a pre-tax basis. When determined to be legally permissible, the Union will meet with the Town to negotiate the terms of a defined contribution plan.

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

1) As soon as practicable, employees shall contribute the following amounts towards the premium cost of the health insurance plans provided by the Town, by weekly payroll deduction:

Century Preferred 14%

HDHP 9%

2) Effective July 1, 2015, employees shall contribute the following amounts towards the premium cost of the health insurance plans provided by the Town, by weekly payroll deduction:

Century Preferred 15%

HDHP 10%

2) Effective July 1, 2016, employees shall contribute the following amounts towards the premium cost of the health insurance plans provided by the Town, by weekly payroll deduction:

Century Preferred 16%

HDHP 11%

ARTICLE 13
WORKERS' COMPENSATION

13.1 a. Employees who are absent from duty due to illness or accident for which they are entitled to compensation under the Workers' Compensation Act shall not be charged sick time.

b. Any employee who is entitled to compensation under the Workers' Compensation Act shall receive compensation from the Town after ten (10) days of receiving Workers' Compensation Benefits in an amount which, when added to Workers' Compensation payments received, shall provide him/her with compensation equal to his/her regular pay for a period not to exceed one (1) year. It is understood, however, 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.

- c. Said amounts shall be payable set forth above in section 12.1.b by the Town at the time Workers' Compensation benefits are paid. The Town may however, at its discretion, pay an employee his/her full compensation from the eleventh (11th) day after the date an injury or illness commenced, provided that the employee involved shall make the Town whole by endorsing over to the Town any Workers' Compensation checks (s)he receives for which she has already received money, provided further that if it is eventually determined that the employee is not entitled to Workers' Compensation benefits, the employee shall make the Town whole for all monies received.
- d. In cases where the employee has a third-party claim, (s)he shall advise the Town Counsel or have his/her attorney advise the Town Counsel of his/her third-party claim. The employee agrees to reimburse the Town for any benefits paid by the Town in the event of a settlement or other adjudication of his/her third-party claim.

ARTICLE 14
HOLIDAYS

- 14.1 Each employee of the bargaining unit shall receive the following thirteen (13) paid holidays:

New Year's Day	Labor Day
Martin Luther King's Day	Columbus Day
Lincoln's Birthday	Veterans Day
Washington's Birthday	Thanksgiving Day
Good Friday	Easter Sunday
Memorial Day	Christmas Day
Independence Day	

- 14.2 A dispatcher who works on the following days shall be paid the appropriate rate of pay for all hours worked.

Christmas Day
Thanksgiving Day
New Years Day
July 4th

- 14.3 Employees who are off duty on any of the approved holidays as set forth in Article 13, Section 1, by reason of sick leave, vacation, regular days off, or other approved leave, shall receive either a compensatory day off or a day's pay at straight time, at the option of the employee. However, compensatory time off for the purpose of a holiday worked or payment in lieu thereof, shall be taken, subject to departmental need, as determined by the Police Chief or his designee, within

ninety (90) days following said holiday, except for Memorial Day for which compensatory time may be taken, subject to Department need, as determined by the Chief or his designee, within ninety (90) days prior to June 30th with the understanding that if the employee takes a day off within the ninety (90) day period prior to June 30th and thereafter his/her employment is separated prior to June 30th one (1) day shall be deducted from his/her paycheck from the Town. Any banked days not used within the allotted time frame will be paid out to the employee in the pay period following the ninety (90) days. If the employee chooses to receive a day's pay for the holiday, he/she will be paid during said pay week.

- 14.4 All personnel required to work on a holiday shall be granted compensatory time off.

ARTICLE 15
VACATIONS

- 15.1 Each employee shall be granted time off with pay for vacations according to the following.

After Completion of

1 year of service	10 days vacation
2 to 4 years of service	10 days vacation
5 years of service	15 days vacation
6-9 years of service	15 days vacation
10 years of service	16 days vacation
11 years of service	17 days vacation
12 years of service	18 days vacation
13 years of service	19 days vacation
14 years of service	20 days vacation

The employee may not take more than two (2) consecutive weeks of vacation at one time, unless authorized by the Police Chief. Employees must take all earned vacation leave during the fiscal year following that which it is earned, and there is no carry-over of vacation leave unless otherwise specified.

- 15.2 Vacation pay for hourly employees will be based on the normally scheduled work hours.
- 15.3 Carry over of vacation may be granted in special cases upon approval by the Chief or his designee.
- 15.4 In the event of a layoff, death, retirement, or voluntary quit with proper written notice, the accrued vacation on a pro-basis will be paid within sixty (60) days.

- 15.5 Employees shall be allowed to take vacation on a day-to-day basis. The Chief or his designee may deny such a request only after making a good faith effort to fill the vacancy.
- 15.6 If a holiday occurs during a vacation period, an extra day of vacation will be granted.
- 15.7 Seniority shall prevail in the selection of vacations for all employees. Employees shall indicate their preference of vacation time no later than their last day of April of each year. Employees not signing this list by the required time shall relinquish their right to seniority in selecting their vacation. All vacation schedules must have the prior approval of the Police Chief.
- 15.8 Vacation time shall be taken in no less than one-half (1/2) day increments.
- 15.9 Employees who become ill on vacation for more than two (2) days may charge such illness to sick leave, by filing a medical certificate with the immediate supervisor.

ARTICLE 16
SICK LEAVE

- 16.1 Sick leave shall be considered to be absence from duty with pay for the following reasons:
- a. Illness or injury.
 - b. When a full-time day shift employee is required to undergo medical, optical or dental treatment.
- 16.2 After completing three (3) months' service, all bargaining unit employees hired prior to November 1, 2006 shall receive one and one quarter (1-1/4) days per month for a total of fifteen (15) days sick leave during the fiscal year which may accumulated to one hundred twenty (120) days. After completing three (3) months' service, bargaining unit employees hired after November 1, 2006 shall receive one (1) day per month for a total of twelve (12) days sick leave during the fiscal year which may accumulated to one hundred twenty (120) days.
- 16.3 If an employee has used three (3) sick days in a rolling thirty (30) day period, (a new thirty day period commences after each absence) the Town may request, in its discretion, a doctor's note from the employee supporting his/her next absence from work. The note is for the purpose of confirming the employee was unable to work, but need not identify the particular illness or medical condition, unless said condition impacts upon the employee's ability to perform the essential functions of the job. The Town will reimburse the employee for any out of pocket co-pay costs.

- 16.4 Sick leave shall continue to accumulate during leaves of absence with pay and during the time an employee is on authorized sick leave or vacation time.
- 16.5 An employee shall receive full payment for up to seventy (70) days of unused accumulated sick leave upon retirement within sixty (60) days. Employees hired after July 1, 2009, shall not be eligible to receive payment for unused accumulated sick leave upon retirement.
- 16.6 An employee who has not been absent from work (for reasons other than scheduled vacation, holiday, bereavement leave or personal leave) for a period of six (6) consecutive months will be given a day off to be scheduled at a time approved by the Chief or his designee.

ARTICLE 17 **LEAVE PROVISIONS**

- 17.1 **Family and Medical Leave:** Leave for family or medical reasons shall be afforded in compliance with applicable federal and/or state law.
- 17.2 **Personal Day:** After six (6) months of employment, each full-time employee shall be entitled to one (1) day of personal leave each fiscal year to attend to any personal business the employee deems necessary. Effective upon the signing of the 2005 to 2009 contract, after six (6) months of employment, each full-time employee shall be entitled to two (2) days of personal leave each calendar year to attend to any personal business the employee deems necessary. To be eligible for the second day of personal leave, the employee must have accrued sick leave on the books. The second day will be deducted from the employee's accrued sick leave. The employee may take this time upon request with the approval of the Chief or his/her immediate supervisor. Such leave will not be unreasonably denied. Said leave shall not be cumulative.
- 17.3 **Bereavement Leave:** Three (3) days leave, without loss of pay, will be granted an employee for the death in the immediate family (mother, father, brother, sister, spouse, child, step child, grandparents, grandchild, father-in-law or mother-in-law, and persons residing in the employee's household).

Time off necessary to attend funeral functions, without loss of pay, will be granted an employee for the death of any relative, not to exceed one (1) day, providing the employee actually attends the funeral.

The Chief, in his sole discretion, may grant additional time off; if granted, time utilized will be deducted from an employee's sick days.

- 17.4 Jury Leave: Any employee called to Jury Duty shall be paid the difference between the employee's regular base rate of pay and the fee received for service as a juror.
- 17.5 Union Leave:
- a. An employee designated by the Union President shall be given three (3) days annual leave from duty without pay to attend Union business. This provision does not prevent more than one employee being designated for leave from duty without pay to attend Union business as long as the amount of leave from duty without pay does not exceed a total of three (3) days annual leave for the entire bargaining unit. For example, one (1) employee could be designated to take one (1) day of leave without pay and a second employee could be designated to take two (2) days of leave without pay; the total annual leave not exceed three (3) days of unpaid leave.
 - b. An employee designated by the Union President shall be given three (3) days annual leave from duty without pay to attend Union business.
 - c. The Union shall have the right to one (1) member of its negotiating committee present for all negotiation meetings. When such meetings take place at a time during which such members are scheduled for work, they will be granted leave from their duties with full pay for such meetings.
- 17.6 Leave of Absence: Requests for a leave of absence are considered on the basis of individual merit. They are granted for a limited period of time without pay, subject to the approval of the Board of Police Commissioners.
- 17.7 Military Leave: Military leave shall be afforded in compliance with applicable federal and state laws.
- 17.8 Emergency Leave: Leave of absence for illness in family (mother, father, son, daughter, husband, or wife) shall be granted for a period not exceeding two (2) days for any occurrence and shall be charged to sick leave.
- NOTE: All requests for leave of absence must be in writing and be submitted to the Police Chief, whose approval is required.
- 17.9 Employees will not accrue sick or holiday time while on a leave of absence, including but not limited to a leave covered by the Workers' Compensation Act; said benefits will be reduced proportionate to the length of the leave.

- 17.10 Any employee who is absent from work for a period of nine (9) 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 physician stating that (s)he will be able to return to work, without restrictions, within ninety (90) calendar days. If the employee's doctor states that (s)he will be able to return to work, without restrictions, within ninety (90) calendar days and the Town's doctor concurs with the employee's physician, the employee's job will remain open. If, however, the Town's doctor does not concur with the employee's physician, the employee's 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 ninety (90) calendar days. If it is determined that the employee will not be able to return to his/her position within ninety (90) calendar days, his/her employment with the Town will be separated.

ARTICLE 18
BULLETIN BOARD

- 18.1 The Town agrees to provide space for notices which may be used by the Union.
- 18.2 A copy of said notice will be furnished to the Police Chief before posting.

ARTICLE 19
ACCESS TO PREMISES

- 19.1 The Union's business representatives may be permitted to visit specific job sites where bargaining unit members are employed provided such visits are at normal business hours and do not interfere with the operation of the department or interrupt the performance of any employees. The business representative or Union President shall notify the Police Chief in advance of the visit.

ARTICLE 20
GENERAL PROVISIONS

- 20.1 The Town shall give a copy of this Agreement to each present employee and to each new employee.
- 20.2 If any Article or Section of this Agreement is declared invalid by a court of competent jurisdiction, said invalidity shall not affect the balance of this Agreement.
- 20.3 If any Article or Section of this Agreement is in conflict with any prior policy, rule or regulation of the Town, the provisions of this Agreement shall prevail.

- 20.4 When an employee who is required to use her own motor vehicle to perform Town business, he/she will be reimbursed in accordance with IRS regulations.
- 20.5 Any employee who is required by the Town to attend any training or conferences shall be reimbursed for the reasonable expenses associated with the said training or conferences.
- 20.6 The Town and the Union shall cooperate in matters of safety, health and sanitation affecting the employees.
- 20.7 All employees shall be entitled to the protection of Section 7-465 of the Connecticut General Statutes, as amended, subject to all its terms and conditions.
- 20.8 All employees shall be required to hold E.M.D. This certification must be kept in full force and effect during the employee's employment with the Town.
- 20.9 There shall be no alteration, variation, or amendment of the terms and conditions of this Agreement, unless made and agreed to in writing by both parties.
- 20.10 The Town further agrees to continue in force, for the duration of this Agreement, all those benefits and privileges previously granted to and enjoyed by the members of the bargaining unit, but which may not have been specifically mentioned herein except as modified by this Agreement.

However, the Town and the Union agree that those benefits and privileges previously granted to and enjoyed by the members of the dispatch center, except for call-ins and shift holdover as discussed in negotiations.

- 20.11 Any charge or complaint by a member of the public which is made against a bargaining unit employee will be investigated by the Police Chief or his designee in an expeditious manner when presented in writing and sworn and signed by the complainant. If, after an investigation, the Police Chief or his designee determines that there is a probable cause to the charge or complaint, the Union and the employee involved shall be apprised of the facts alleged and to all their rights under Article 7, Discipline and Discharge, except unusual circumstances.

A charge or complaint must be acted upon within ninety (90) days from the filing of the charge or complaint. Failure by the Town to act within ninety (90) days will result in dismissal of the charge or complaint, unless the Town and the Union mutually agree to waive the ninety (90) day time limit.

- 20.12 As of July 1, 2010, and each fiscal year thereafter, each dispatcher shall receive a \$270.00 clothing allowance.
- 20.13 The Town agrees that it will not subcontract work for the purpose of laying off employees.

- 20.14 In December 2007, and each December thereafter, each dispatcher who holds an EMT certification for the entire fiscal year will receive \$200.00. This stipend shall not apply to dispatchers who hold an EMD certification.
- 20.15 Dispatchers assigned by the Chief, or his designee, to perform as FTO's shall be paid at a premium rate of an additional 5% of his/her regular rate during the hours that (s)he is actually training other dispatchers or an additional 5% of his/her overtime rate when actually training dispatchers during overtime hours.

ARTICLE 21 **COURT TIME**

- 21.1 Employees who may be required to attend court or meet with court officials with the knowledge of the Chief or his designee for any Departmental or town matter on their off duty hours shall be paid for the number of hours involved at their time and one-half (1- ½x) rate of pay. Employee(s) will be compensated for time traveled to and from scheduled appearance.
- 21.2 Employee(s) hours shall be computed commencing at time of departure from the Police Station and terminating at return to the station. There shall be a minimum payment of four (4) hours on a scheduled day of duty and a minimum payment of eight (8) hours on any regular day off, or other approved day of leave.
- 21.3 Payment shall be made via the regular weekly payroll and any excess of the state minimum time shall be computed in the segments of fifteen (15) minutes.
- 21.4 In the event a Dispatcher is selected for jury duty, he or she shall be excused from working his or her scheduled shift for each day of jury duty. The Town shall compensate said Dispatcher in accordance with state statutes applicable to jury duty.

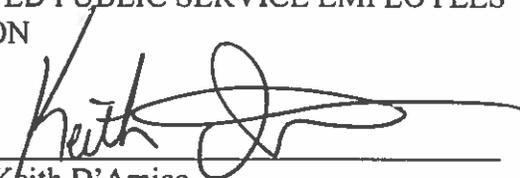
ARTICLE 22
DURATION

The effective date of this Agreement shall be upon execution by the parties and it shall remain in effect until June 30, 2017. The terms and conditions of this contract shall remain in effect after June 30, 2017, until the agreement is reached, through negotiations, mediation or arbitration, for terms and conditions of a Successor Agreement between the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives this, 14th day of December, 2015.

UNITED PUBLIC SERVICE EMPLOYEES
UNION

BY: _____


Keith D'Amico
President COPS Unit #014

BY: _____


Ronald E. Suraci
COPS Director

TOWN OF BRANFORD

BY: _____


James Cosgrove
First Selectman

BY: _____


Joyce Forte
Human Resources Director

Appendix B

Attendance Policy

- o Failure to show-up for work places a significant burden upon co-workers and also upon the Town's ability to effectively service the public.

OCCURRENCE OF ABSENCE: An "occurrence of absence" is an absence from duty for one (1) or more continuous days for the same illness/injury without a qualifying excuse.

QUALIFYING EXCUSE:

A "qualifying excuse" is defined as:

1. A doctor's note. The purpose of the doctor's note is to confirm that the employee was unable to work, but need not identify the particular illness or medical condition unless said condition impacts the employee's ability to perform the essential functions of the job;
2. Paid vacations, paid holidays, jury duty, approved leaves of absence, military leave, and family and medical leave;
3. A medical appointment if said appointment cannot be scheduled during non-working time and if the Chief or his designee is notified at least four (4) calendar days in advance of the appointment unless notice cannot be provided due to extenuating circumstances; and
4. If the employee reports for work, works at least four (4) hours, and then leaves work due to his/her illness.

RECORD PERIOD:

Occurrences are counted in a rolling twelve (12) month period. Occurrences expire twelve (12) months from the date of the incident.

CORRECTIVE ACTION:

Any dispatcher who has four (4) occurrences of absence during a rolling twelve (12) month period will be given a verbal warning.

Any dispatcher who has six (6) occurrences of absence during a rolling twelve (12) month period will be given a written warning.

Any dispatcher who has eight (8) occurrences of absence during a rolling twelve (12) month period will be given a one (1) week suspension.

Any dispatcher who has ten (10) occurrences of absence during a rolling twelve (12) month period will be terminated from employment.

If an employee is not absent from work (for reasons other than scheduled vacation, holiday, bereavement leave or personal leave) for a period of six (6) consecutive months, the employee shall be entitled to revert back one step in the disciplinary process for the purpose of future disciplinary action. For example, an employee is absent on December 1, 3, 5, and 7, 2006; (s)he receives a verbal warning. Thereafter, the employee has no absences for six (6) consecutive months. (S)he is then absent as follows:

June 8, 2007 – fifth occurrence; no discipline
June 10, 2007 – sixth occurrence; reverts back to a verbal warning
June 13, 2007 – seventh occurrence; no discipline
June 15, 2007 – eighth occurrence; written warning
June 18, 2007 – ninth occurrence; no discipline
June 20, 2007 – tenth occurrence; one (1) week suspension
June 29, 2007 – eleventh occurrence; no discipline
July 2, 2007 – twelfth occurrence; termination

- This policy does not prevent the Town from disciplining an employee who calls in sick, but is later found to have not been sick.
- Excessive tardiness from work will lead to progressive disciplinary action.

Appendix D

TOWN OF BRANFORD SUBSTANCE ABUSE POLICY

FOR DISPATCHERS

Scope and Overview

These policies and guidelines are formulated to protect the safety and security of the public and dispatcher of the Town of Branford.

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

No dispatcher shall consume liquor or other alcoholic beverage or ingest drugs, other than those legally prescribed or obtained over the counter, while on duty. Any dispatcher 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 or impairment, the dispatcher shall disclose such information to his/her immediate supervisor. If any dispatcher 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 a dispatcher, 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 a dispatcher.

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 dispatcher shall use any controlled substance. Dispatchers shall inform the Police Chief or his designee of any prescription drug use that affects their ability to perform the essential functions of their job.

No dispatcher 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 Dispatcher (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. A dispatcher 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

Dispatchers 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 a dispatcher is impaired while on duty by drug use and/or alcohol misuse, the dispatcher 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 dispatcher.

A dispatcher 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 dispatcher will be required to either accept transportation or arrange independent transportation home.

2. **Random.** Dispatchers are subject at any time to random drug and/or alcohol testing while on duty. When notified, the dispatcher 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. A dispatcher 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 a dispatcher who has tested positive after assessment by a Substance Abuse Professional (SAP) and completion of treatment, if any is required, before the dispatcher 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.

Follow-up. Following a resumption of duties, a dispatcher will be selected for additional tests beyond the random requirement for a follow-up period that will not exceed sixty (60) months. The Personnel Director or her designee, the Chief, or in his absence, the Deputy Chief, will determine the frequency of the follow-up tests. Tests may be for both drugs and alcohol.

Drug Collection Procedures

Upon notification, dispatchers 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. Dispatchers 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 a dispatcher.

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 a dispatcher has a positive drug test, the dispatcher 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 Dispatcher ("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 dispatcher 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 dispatcher will accept any other DHHS certified laboratory, or the specified DHHS certified laboratory name, location, address, and telephone number, selected, if any. The dispatcher 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 dispatcher's responsibility to contact the MRO within 24 hours upon notification from the Town of Branford that the dispatcher must contact the MRO. Failure of the dispatcher 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 dispatcher.

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 a dispatcher 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 dispatcher must complete the recommended program, before that individual is medically qualified to work as a dispatcher.

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 dispatcher 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 dispatcher 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 an Employee Assistance Program (EAP). Said leave will be counted as a Family and Medical Leave of Absence (FMLA) if the dispatcher 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.

Town of Branford Dispatchers

This is a brief summary of the benefits covered under the lumenos plan. It is not intended to be a complete list of benefits

APPENDIX C

Option III OI \$25; HI Cost Diagnostic \$75; ER \$100; OP \$150 \$500 IP; UC \$75
Includes Health Care Reform Mandates Preventive Care covered 100%

Option IV \$1,500/\$3,000

LUMENOS HEALTH SAVINGS ACCOUNT

COST SHARE PROVISIONS	In-Network Member pays:	Out-of-Network Member pays:	COST SHARE PROVISIONS	In-Network Member pays:	Out-of-Network Member pays:
Annual Deductible (individual/2-member family/3+ member family)	Not Applicable	\$400/\$800/\$1,000	Annual Deductible (single/family)	\$1,500 / \$3,000	\$1,500 / \$3,000
Coinsurance	Not Applicable	30% after deductible	Coinsurance	Not applicable	20%
Coinsurance Maximum (individual/2-member family/3+ member family)	Not Applicable	\$2,400/\$4,800/\$7,200	Out of Pocket Plan Year Maximum (single/family)	\$1,500 / \$3,000	\$4,000/\$8,000
Cost Share Maximum (deductible + Coinsurance share maximum)	Not Applicable	\$2,800/\$3,600/\$8,200	Lifetime Maximum	Unlimited	Unlimited
Office Visit Copayment	\$25 per visit	Deductible & Coinsurance	PREVENTIVE CARE:		
Hospital Copayment	\$500 per admission	Deductible & Coinsurance	Well child care	No cost share	Deductible & Coinsurance
Urgent Care Copayment	\$75	Not Covered	Adult Physical examinations	No cost share	Deductible & Coinsurance
Emergency Room Copayment - waived if admitted	\$100	\$100	Other Preventive Screenings:		
Outpatient Surgery Copayment	\$150	Deductible & Coinsurance	Routine gynecological care: pap smear & pelvic exam	No cost share	Deductible & Coinsurance
Lifetime Maximum	Unlimited	Unlimited	Mammography, Prostate, colorectal, colonoscopy, lipid & diabetic	No cost share	Deductible & Coinsurance
PREVENTIVE CARE			Routine Hearing & Vision screening	No cost share	Deductible & Coinsurance
Well child care			Immunizations and Vaccinations (other than those needed for travel)	No cost share	Deductible & Coinsurance
Well Child Care (including immunizations)	No Copayment		HOSPITAL SERVICES		
◆ 6 exams, birth to age 1			All Inpatient Admissions	Deductible	Deductible & Coinsurance
◆ 6 exams, ages 1 - 5			Specialty Hospital (Rehab)		
◆ 1 exam every 2 years, ages 6 - 10			100 days per member per Calendar Year - additional visits are available once maximum is met, subject to Out of Network cost shares	Deductible	Deductible & Coinsurance
◆ 1 exam every year, ages 11 - 21			Outpatient Surgery in a licensed ambulatory surgical center	Deductible	Deductible & Coinsurance

Adult Exams: ♦ STANDARD HCR ADULT PREVENTIVE CARE AGE 22+ 1 EXAM PER YEAR	No Copayment	DIAGNOSTIC SERVICES Diagnostic lab and x-ray High Cost Diagnostic Tests MRI, MRA, CAT, CTA, PET, and SPECT scans	Deductible Deductible Deductible & Coinsurance
Periodic, routine health examinations Routine eye exams (1exam every 2 years)	No Copayment \$25 per visit	THERAPY SERVICES Outpatient Rehabilitation Outpatient Rehabilitation and restorative physical, occupational, speech and chiropractic therapy for up to 50 combined visits per Calendar Year. Additional visits are available once maximum is met, subject to Out of Network cost shares. Allergy Office Visit/Treating Allergy Injections - Immunotherapy or other therapy treatments	Deductible Deductible Deductible & Coinsurance Deductible Deductible & Coinsurance
Routine OB/GYN visits (1 visit per Calendar Year) Mammography (1 exam every calendar year) Hearing screening	No Copayment No Copayment No Copayment	MEDICAL EMERGENCY/URGENT CARE SERVICES Emergency Room Treatment (Emergency cost share waived if the Member is admitted directly to the Hospital from the emergency room) Ambulance - Land & Air Paid according to the Department of Public Health Ambulance Service Rate Schedule PHYSICIAN MEDICAL/SURGICAL SERVICES Medical Office Visits Services of a Physician or Surgeon (Other than a medical office visit)	Deductible & Coinsurance Deductible Deductible Deductible Deductible Deductible Deductible & Coinsurance Deductible Deductible Deductible & Coinsurance
MEDICAL CARE Office visits Outpatient mental health & substance abuse - prior authorization required after the 10 th visit OB/GYN care Maternity care - initial visit subject to copayment, no charge thereafter Diagnostic lab and x-ray High-cost outpatient diagnostic - prior authorization required	\$25 per visit \$25 per visit \$25 per visit \$25 per visit No Charge	MENTAL HEALTH AND SUBSTANCE ABUSE SERVICES	Deductible & Coinsurance Deductible Deductible Deductible Deductible Deductible & Coinsurance Deductible Deductible & Coinsurance

<p>The following are subject to copay: MRI, MRA, CAT, CT, PET, SPECT scans</p> <p>Allergy services Office visits/testing</p> <p>Injections—80 visits in 3 years</p>	\$75 per visit	Outpatient Treatment for Mental Health Care and Substance Abuse Care	Deductible	Deductible & Coinsurance
	\$25 per visit	Inpatient Hospital Services In a Hospital or Residential Treatment Center for Mental Health Care	Deductible	Deductible & Coinsurance
	\$25 per visit	Inpatient Rehabilitation Treatment for Substance Abuse Care	Deductible	Deductible & Coinsurance
HOSPITAL CARE – Prior authorization required				
Semi-private room (General/Medical/Surgical/Maternity)	\$500 per admission	Inpatient Rehabilitation Treatment for Substance Abuse Care	Deductible	Deductible & Coinsurance
Inpatient mental health & substance abuse	\$500 per admission	Inpatient Rehabilitation Treatment for Substance Abuse Care	Deductible	Deductible & Coinsurance
Skilled nursing facility – up to 120 days per calendar year	No Charge	Other Medical Services Skilled Nursing Facility	Deductible	Deductible & Coinsurance
Rehabilitative services – up to 60 days per person per calendar year	\$150 per visit	Private Duty Nursing	Deductible	Deductible & Coinsurance
Outpatient surgery – in a hospital or surgi-center	\$25 per visit	Limited to \$15,000 per Plan Year	Deductible	Deductible & Coinsurance
EMERGENCY CARE				
Walk-in centers	\$75	Immunizations and Vaccinations for Travel	Deductible	Deductible & Coinsurance
Urgent care – at participating centers only	\$150	Prescription drugs – (when purchased from network pharmacy)	After Deductible	Deductible & Coinsurance per prescription
Emergency care – copayment waived if admitted	No Charge	Retail Pharmacy	Deductible	Deductible & Coinsurance per prescription
Ambulance	No Charge	The maximum supply of a drug for which benefits will be provided when dispensed under any one prescription is a 30 day supply		
OTHER HEALTH CARE				
Outpatient rehabilitative services	\$25 per visit	Mail Order Prescription Drugs		
50 visit maximum for Chiro. PT, OT and ST per year	Covered			
Durable medical equipment / Prosthetic devices				
Unlimited maximum per calendar year				

Diabetic supplies & equipment	Covered	Deductible & Coinsurance	Deductible	Deductible & Coinsurance per prescription
Infertility services (State Mandated benefit levels)	Covered	Deductible & Coinsurance		
Home health care	No Charge	Deductible & Coinsurance	Deductible	Deductible & Coinsurance
PHARMACY Retail 30 day supply Mail Order 90 days: 2 times Retail				
Tier 1: Generic Drugs	\$5	Coinsurance	Deductible	Deductible & Coinsurance
Tier 2: Listed Brand-Name Drugs	\$20	Coinsurance	Deductible	Deductible & Coinsurance
Tier 3: Non-Listed Brand-Name Drugs	\$35	Coinsurance	Deductible	Deductible & Coinsurance
Annual Maximum per Calendar Year	\$750	Coinsurance	Deductible	Deductible & Coinsurance
Rx edits include: age/gender, duplicated therapy, Drug to drug Interaction, Step Therapy, Quantity Limits, Refill too soon				

The maximum supply of a drug for which benefits will be provided when dispensed under any one prescription is a 1-90 day supply

Diabetic drugs and supplies
Human Organ and Tissue Transplant
Unlimited Maximum
Home health care

Nursing and therapeutic services limited to 200 visits per calendar year

Home health care services limited to 80 visits that are applicable to the 200 visits limit

In the Home Inpatient Medical Social Services under the direction of a Physician Up to \$420

Appendix D

TOWN OF BRANFORD SUBSTANCE ABUSE POLICY FOR DISPATCHERS

Scope and Overview

These policies and guidelines are formulated to protect the safety and security of the public and dispatcher of the Town of Branford.

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

No dispatcher shall consume liquor or other alcoholic beverage or ingest drugs, other than those legally prescribed or obtained over the counter, while on duty. Any dispatcher 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 or impairment, the dispatcher shall disclose such information to his/her immediate supervisor. If any dispatcher 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 a dispatcher, 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 a dispatcher.

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 dispatcher shall use any controlled substance. Dispatchers shall inform the Police Chief or his designee of any prescription drug use that affects their ability to perform the essential functions of their job.

No dispatcher 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 Dispatcher (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. A dispatcher 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

Dispatchers 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 a dispatcher is impaired while on duty by drug use and/or alcohol misuse, the dispatcher 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 dispatcher.

A dispatcher 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 dispatcher will be required to either accept transportation or arrange independent transportation home.

2. **Random.** Dispatchers are subject at any time to random drug and/or alcohol testing while on duty. When notified, the dispatcher 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. A dispatcher 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 a dispatcher who has tested positive after assessment by a Substance Abuse Professional (SAP) and completion of treatment, if any is required, before the dispatcher 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.

Follow-up. Following a resumption of duties, a dispatcher will be selected for additional tests beyond the random requirement for a follow-up period that will not exceed sixty (60) months. The Personnel Director or her designee, the Chief, or in his absence, the Deputy Chief, will determine the frequency of the follow-up tests. Tests may be for both drugs and alcohol.

Drug Collection Procedures

Upon notification, dispatchers 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. Dispatchers 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 a dispatcher.

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 a dispatcher has a positive drug test, the dispatcher 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 Dispatcher ("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 dispatcher 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 dispatcher will accept any other DHHS certified laboratory, or the specified DHHS certified laboratory name, location, address, and telephone number, selected, if any. The dispatcher 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 dispatcher's responsibility to contact the MRO within 24 hours upon notification from the Town of Branford that the dispatcher must contact the MRO. Failure of the dispatcher 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 dispatcher.

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 a dispatcher 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 dispatcher must complete the recommended program, before that individual is medically qualified to work as a dispatcher.

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 dispatcher 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 dispatcher 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 an Employee Assistance Program (EAP). Said leave will be counted as a Family and Medical Leave of Absence (FMLA) if the dispatcher 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 Alcohol Test Result or a second positive Drug Test Result, the dispatcher will be terminated.

Other Consequences as a Result of This Policy

As independently authorized, a dispatcher 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 Dispatcher

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 dispatcher'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 dispatcher 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 dispatcher'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 dispatcher.