

THE TOWN OF BRANFORD, CONNECTICUT

-and-

**UNITED PUBLIC SERVICES EMPLOYEES UNION,
LOCAL #007**

PUBLIC WORKS/HIGHWAY EMPLOYEES

Expires June 30, 2016

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BETWEEN
THE TOWN OF BRANFORD, CONNECTICUT

-and-

UNITED PUBLIC SERVICES EMPLOYEES UNION, LOCAL 007

This Agreement entered into by and between the Town of Branford, hereinafter referred to as the "Town", and Local 007 of United Public Services Employees Union, 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 Town Engineer, Director of Public Works, Assistant Director of Public Works, the Highway Supervisor/Street Superintendent and the Secretary located at the Public Works Department.
- 3.1 All employees who work at least twenty (20) hours per week in the bargaining unit shall, as a condition of employment, become within thirty (30) days from the signing of this Agreement, or from the date of their employment by the Town, members of the Union in good standing in accordance with the Constitution and By-Laws of the Union, during the term of this Agreement or extension thereof.
- 3.2 The Town may hire non-bargaining unit employees on a temporary basis who may work in increments of thirty (30) workdays not to exceed ninety (90) workdays in a fiscal year. The Town may also hire non-bargaining unit employees on a seasonal basis who may work from May 15th through September 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 service fees, as may be fixed by the Union. Such deduction shall continue for the duration of the Agreement except that any employee may withdraw such authorization in writing by certified mail to UPSEU to be given sixty (60) days prior to the expiration date of the contract and to take effect upon termination of the Agreement.
- 4.1 All employees in the collective bargaining unit who are not members on the effective date of this clause shall, for so long as they remain non-members, as a condition of employment, pay to the Union a service fee equivalent to the amount uniformly required of its members. All employees in the collective bargaining unit who are members of the Union on the effective date of this clause but, who thereafter cease to be Union members, shall, for so long as they remain non-members, as a condition of employment, pay to the Union, a service fee equivalent to the amount uniformly required of its members.
- 4.2 The deduction for any month shall be made during the last payroll period of said month and shall be remitted to the Union together with a list of names of employees from whose wages such deductions have been made.
- 4.3 The Employer'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.

- 4.4 The Union agrees that it will indemnify and save the Employer harmless from any and all liability, claim, responsibility, damage or suit which may arise out of any action taken by the Employer 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 or promotion within the bargaining unit 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, Human Resources Director or First Selectman). A determination of "not qualified" shall not be made on arbitrary, capricious or discriminatory grounds.

If the Town determines, in its sole discretion, that a promoted employee's work performance is unsatisfactory within the first ninety (90) calendar days in the new position, such employee shall be removed from the new position and may bump back into his/her prior position. 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.

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 7:00 a.m. and quitting at 3:30 p.m., with one-half (1/2) hour for lunch. Exceptions are the Mechanics and employees assigned to the Transfer Station whose hours and days are separately assigned.

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

- a) Any hours worked on a Saturday shall be compensated at one and one-half (1-1/2) times his regular hourly rate of pay, with a minimum of three (3) hours;

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

When directed by the Public Works Director or his designee to work in the capacity of the Lead Mechanic for four (4) or more hours, a mechanic will be paid at the higher rate of pay.

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

Employees will be called-in to work based upon the Public Works Director's determination as to whether plowing and/or sanding is needed on a designated plow route by referring to the overtime list in the following order of job classifications/locations: (1) highway/mechanics; (2) transfer station employees; and (3) general government building employees. If, however, the Public Works Director or his designee determines that all employees within a job classification/location are needed, the calls made to the employees in a job

classification/location, in the order set forth above (1) highway/mechanics; (2) transfer station employees; (3) general government building employees, do not have to be made in the specific order set forth on the overtime list.

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

If a driver/operator cannot, through no fault of his own, report at the designated reporting time, the driver/operator will notify the Public Works Director or his designee that he will not be able to make it in to work by the reporting time. The Public Works Director or his designee will then communicate to the driver/operator whether he 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 Solid Waste Manager or her designee. Employees are assigned to the Transfer station each week between Monday and Saturday. In addition, an employee may be assigned to the Landfill at the discretion of the Solid Waste Manager or her designee.
- 7.1 Transfer Station employees are assigned to work from 6:45 a.m. to 1:45 p.m., 7:00 a.m. to 2:00 p.m., 6:45 a.m. to 3:15 p.m., or 7:00 a.m. to 3:30 p.m. Monday through Friday. Saturday hours are from 6:45 a.m. to 2:45 p.m., 7:00 a.m. to 3:00 p.m., 6:45 a.m. to 3:15 p.m., or 7:00 a.m. to 3:30 p.m. The work schedule/rotation shall be for a forty (40) hour workweek.
- 7.2 Transfer Station employees will receive one and one-half (1 ½) times their regular hourly rate of pay for hours worked beyond eight (8) hours in a workday or forty (40) hours in a workweek. Hours worked on a Sunday or a Holiday will be compensated at one and one-half (1 ½) times an employee's regular hourly rate of pay with a minimum of three (3) hours.
- 7.3 A Transfer Station employee may request to switch his/her work schedule in the increment of one (1) week with another employee. Such request must be made in writing to the Solid Waste Manager or her designee, and must be received by the end of the employee's workday on Tuesday of the week prior to the requested

switch. The decision to grant or deny a request for a switch will be at the sole discretion of the Solid Waste Manager or her designee.

- 7.4 Overtime at the Transfer Station will be determined by the Solid Waste Manager or her designee. Transfer Station employees will be offered the overtime before Public Works' employees.
- 7.5 Any employee called back to work after completing his 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 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.
- 7.6 Transfer Station Attendants who are directed by the Solid Waste Manager or her designee to perform work as the Transfer Station Team Leader for four (4) or more hours will be paid at the higher rate of pay.
- 7.7 All Transfer Station employees will be subject to the mandatory snow plowing call-in list.

Transfer Station 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. Up to two (2) Transfer Station employees may be called-in after 2:30 a.m. to plow and/or sand a route. However, Transfer Station employees who were not called in to plow or sand a specific route after 2:30 a.m. may be called-in prior to and contiguous with the start of their shift to plow and/or sand in and around the transfer station.

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

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

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

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

ARTICLE 8
WAGES AND BENEFITS

- 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 2012-13: 0%
Fiscal Year 2013-14: 2.75%
Fiscal Year 2014-15: 2.8%
Fiscal Year 2015-16: 2.9%

To receive retroactive pay, employees must be on the payroll as of the signing of this Agreement.

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

All eligible employees and dependents will have the choice of enrolling in the following medical options: Century Preferred \$25 Co-Pay Plan, or a \$1,500/\$3,000 deductible HSA plan on July 1, 2013. Employees may remain enrolled in the current \$1,250/\$2,500 plan until June 30, 2013. If an employee enrolls in the HSA plan, the Town will contribute each plan year \$625 to an employee's account with single coverage and \$1,750 to an employee's account with single plus one or family coverage. Employees must be enrolled in the HSA plan 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 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.

1) Effective July 1, 2013, employees shall contribute the following amounts towards the premium cost of the health insurance plans provided by the Town, by weekly payroll deduction:

Century Preferred \$25 Co-Pay Plan 13%

HSA 6%

2) Effective July 1, 2014, employees shall contribute the following amounts towards the premium cost of the health insurance plans provided by the Town, by weekly payroll deduction:

Century Preferred \$25 Co-Pay Plan 15%

HSA 8%

3) 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 \$25 Co-Pay Plan 16%

HSA 9%

8.2 As soon as practicable after ratification and approval of this Agreement, 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 Retired employees shall be able to purchase the medical insurance which an active employee receives including prescription drugs, in force for the retiree and his/her spouse immediately prior to retirement. The retired employee shall be able to purchase said insurance at the group or COBRA rate.
- 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 Human Resource Director 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 prorata 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.
- 6) For holidays that are celebrated by employees assigned to the Transfer Station, such employees receive pay at their straight time rate for the number of hours their schedule and rotation would otherwise have had them working that day. If their schedule and rotation would otherwise have had them working less than 8 hours on that holiday, they shall receive pay at 1 ½ times their straight pay rate for any hours or fractions of hours necessary to bring their normal tour of duty for that day up to 8 hours.
- a) For example, when a holiday falls on a Tuesday, an employee whose normal tour of duty that day would have been 8 hours, that employee shall receive 8 hours of straight time holiday pay for their Tuesday off. An employee whose normal tour of duty that day would have been 6.5 hours shall receive 6.5 hours of holiday at their straight time rate, and 1 ½ hours at 1 ½ times their straight time rate. An employee whose tour of duty according to the schedule and rotation would have been for 7.5 hours would receive 7.5 hours of holiday at their straight time rate, and .5 hours at 1 ½ times their straight rate.
- 9.1 If a Holiday falls on a Sunday, the following Monday shall be considered the Holiday. If a Holiday falls on a Saturday, the Holiday shall be observed the

preceding Friday. This Section applies to Highway Department employees and not to Transfer Station employees.

- 9.2 If an employee is required to work on one (1) of her/his paid Holidays, (s)he shall be paid for a minimum of three (3) hours at one and one-half (1-1/2) times his/her regular rate of pay plus his/her regular Holiday pay.

ARTICLE 10 VACATIONS

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

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

- i) Employees who are separated or terminated from the Town and who have accrued vacation to their credit at the time of separation/termination shall be paid the salary equivalent to the accrued vacation leave based on vacation days accrued and prorated according to months completed in fiscal year.
- 10.3 In addition to the vacation benefit detailed above, each employee who has completed his first year of full employment with the unit shall be granted three (3) additional vacation days during each fiscal year that vacation days are accrued/increased i.e., five (5) years, ten (10) years, fifteen (15) years, twenty (20) years.

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

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

- 10.4 Employees shall not be called back to work while on vacation except for emergency work, and if called back, shall receive the regular vacation pay plus time and one-half (1-1/2) for the hours worked.
- 10.5 Employees shall be granted their vacation by seniority preference subject to operational demands as determined by the Department Head. Once vacation is granted a more senior employee cannot bump a less senior employee who was granted time off.
- 10.6 Vacation pay shall be paid in advance if employee requests same of the proper authority. Such request to be made at least two (2) weeks prior to start of vacation.
- 10.7 Due to the difference in work schedules between the Highway Department and the Transfer Station, vacation benefits, as set forth in this Article, will be converted to an hourly amount for the purpose of tracking such days for employees assigned to the Transfer Station.

ARTICLE 11

LEAVE PROVISIONS

- 11.0 Each employee shall earn fifteen (15) days sick leave each fiscal year. Employees hired after July 1, 1996 shall earn twelve (12) days sick leave each fiscal year.
 - a) Each employee in the bargaining unit hired prior to July 1, 1996, who serves continuously shall earn a total of fifteen (15) working days paid sick leave during the year (at the rate of one and one-quarter (1-1/4) days per month from July 1). Employees hired after July 1, 1996, who serves continuously, shall earn a total of twelve (12) working days paid sick leave during the year (at the rate of one (1) day per month from July 1).
 - b) For employees hired prior to January 1, 1985, any unused portion of sick leave shall accumulate from fiscal year to fiscal year with no maximum. Employees hired after December 31, 1984, shall accumulate sick leave to a maximum of one hundred twenty (120) days. Employees hired after July 1, 1996, shall accumulate sick leave to a maximum of seventy-five (75) days.
 - c) If an employee has used three (3) sick days in a thirty (30) day period, the Town may request, in its discretion, a doctor's note from the employee

supporting his/her next absence from work. The Town will reimburse the employee for any out of pocket co-pay cost incurred by the employee.

- 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, brother, father, 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 An employee, upon retirement, shall receive on the basis of his current wages one hundred percent (100%) compensation for any of his unused accumulated sick leave as severance pay in 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 ~~or death~~, 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 ratification and approval of this Agreement, shall not receive payment upon retirement for accrued but unused accumulated sick leave.

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

11.4 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, and shall be in writing by the Department Head to the Employee with a copy to the Union Secretary. 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 no break.

- 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.

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 Human Resource Director within seven (7) working days of the Step 1 response. The Human Resource Director 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 Representative still feel 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 4 Arbitration

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

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 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 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 work requires him to be in unsafe or unhealthy situations, in violation of acceptable safety rules, the matter shall be considered immediately by Representatives of the Town and the Union. If the matter is not adjusted satisfactorily, the grievance may be processed according to the grievance procedure in this Agreement.
- 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 All bargaining unit employees shall receive One Hundred (\$100.00) Dollars each fiscal year towards the purchase of work boots. Said work boot allowance must be used for work boots that are used on the job and will be paid to an employee upon the submission of his original receipt for the work boots to the Finance Department.

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

ARTICLE 18
TOOL REPLACEMENT

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

ARTICLE 19
LAYOFF

- 19.0 In the event of a layoff, the affected employee shall be given at least two (2) weeks notice in writing, and the order of layoffs shall be as follows:
- a) Seasonal/Temporary help
 - b) Probationary Employees (by seniority); and
 - c) Full-time Employees (by seniority).

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

ARTICLE 20
MISCELLANEOUS

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

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 provide each employee with a copy of this Agreement within thirty (30) days after the signing of this Agreement. New employees will be provided with a copy of this Agreement at the time of hire.

This Agreement shall remain in full force and effect for a period from execution through June 30, 2016. 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.

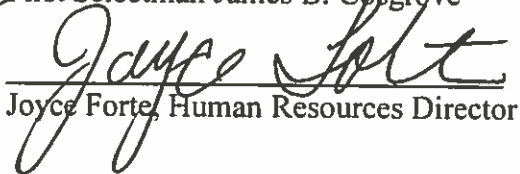
IN WITNESS WHEREOF, the parties hereto have set their hands this 22nd day of July 2014.

THE TOWN OF BRANFORD


UPSEU, LOCAL #007



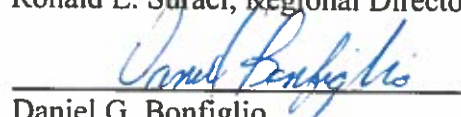
First Selectman James B. Cosgrove




Joyce Forte, Human Resources Director



Ronald E. Suraci, Regional Director



Daniel G. Bonfiglio
Labor Relations Representative



Kevin E. Boyle, UPSEU President

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.

Town of Brantford Public Works

APPENDIX III

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

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

Option V \$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:
COST SHARE PROVISIONS					
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%
Contribution Maximum (individual/2-member family/3+ member family)		\$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)		\$2,800/\$3,600/\$8,200	Lifetime Maximum	Unlimited	Unlimited
PREVENTIVE CARE			PREVENTIVE CARE		
Well child care	\$25 per visit	Deductible & Coinsurance	Well child care	No cost share	Deductible & Coinsurance
Hospital Copayment	\$500 per admission	Deductible & Coinsurance	Adult Physical examinations	No cost share	Deductible & Coinsurance
Urgent Care Copayment	\$75	Not Covered	Other Preventive Screenings:		
Emergency Room Copayment - waived if admitted	\$100	\$100			
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		Deductible & Coinsurance	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:			DIAGNOSTIC SERVICES		
◆ STANDARD HCR	No Copayment		Diagnostic lab and x-ray	Deductible	Deductible & Coinsurance
◆ ADULT PREVENTIVE CARE			High Cost Diagnostic Tests		
AGE 22+ 1 EXAM PER YEAR			MRI, MRA, CAT, CTA, PET, and SPECT scans	Deductible	Deductible & Coinsurance

THERAPY SERVICES			
Periodic, routine health examinations	No Copayment		Outpatient Rehabilitation
Routine eye exams (1 exam every 2 years)	\$25 per visit		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 share.
Routine OB/GYN visits (1 visit per Calendar Year)	No Copayment	Deductible & Coinsurance	Allergy Office Visit/Testing
Mammography (1 exam every calendar year)	No Copayment		Allergy Injections – Immunotherapy or other therapy treatments
Hearing screening	No Copayment		
MEDICAL CARE			
Office visits	\$25 per visit		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
Outpatient mental health & substance abuse - prior authorization required after the 40 th visit	\$25 per visit		Ambulance- Land & Air Paid according to the Department of Public Health Ambulance Service Rate Schedule
OB/GYN care	\$25 per visit		
Maternity care – initial visit subject to copayment, no charge thereafter	\$25 per visit		
Diagnostic lab and x-ray	No Charge		
High-cost outpatient diagnostic – prior authorization required			
The following are subject to copay: MRI, MRA, CAT, CTA, PET, SPECT, scans	\$75 per visit		
Allergy services	\$25 per visit		
Office visits/testing	\$25 per visit		
Injections—80 visits in 3 years	\$25 per visit		
HOSPITAL CARE – Prior authorization required			
Semi-private room (General/Medical/Surgical/Intensive)	\$500 per admission		

OTHER MEDICAL SERVICES		OTHER MEDICAL SERVICES	
Inpatient mental health & substance abuse	\$500 per admission	Deductible & Coinsurance	Skilled Nursing Facility
Skilled nursing facility - up to 120 days per calendar year	\$500 per admission		
Rehabilitative services - up to 60 days per person per calendar year	No Charge	Deductible & Coinsurance	Up to 120 days per Calendar Year
Outpatient surgery - in a hospital or surgi-center	\$150 per visit		
EMERGENCY CARE	\$25 per visit	Deductible & Coinsurance	Private Duty Nursing
Walk-in centers	\$75		
Urgent care - at participating centers only	\$150	Deductible & Coinsurance	Limited to \$15,000 per Plan Year
Emergency care - copayment waived if admitted	No Charge		
Ambulance	No Charge	Deductible & Coinsurance	Immunizations and Vaccinations for Travel
OTHER HEALTH CARE	No Charge		
Outpatient rehabilitative services	\$25 per visit	Deductible & Coinsurance per prescription	Retail Pharmacy: The maximum supply of a drug for which benefits will be provided when dispensed under any one prescription is a 30 day supply.
50 visit maximum for Chiro, PT, OT and ST per year.	Covered		
Durable medical equipment / Prosthetic devices	Covered	Deductible & Coinsurance per prescription	Mail Order Prescription Drugs: The maximum supply of a drug for which benefits will be provided when dispensed under any one prescription is a 1-90 day supply.
Unlimited maximum per calendar year	Covered		
Diabetic supplies & equipment	Covered	Deductible & Coinsurance	Diabetic drugs and supplies
Infertility services (State Mandated benefit levels)	No Charge		
Home health care	No Charge	Deductible & Coinsurance	Human Organ and Tissue Transplant
PHARMACY Retail 30 day supply Mail Order 90 days: 2 times Retail	\$5		
Tier 1: Generic Drugs	\$20	Deductible & Coinsurance	Unlimited Maximum Home health care
Tier 2: Listed Brand-Name Drugs	\$35		
Tier 3: Non-Listed Brand-Name Drugs	\$750	Deductible & Coinsurance	Nursing and therapeutic services limited to 2000 visits per calendar year Home health aide services limited to 80 visits that are (applicable to the 200 visits limit) In the Home Hospice Medical Social Services under the direction of a Physician Up to 5420
Annual Maximum per Calendar Year			

Rx edits include: age/gender; duplicated therapy; Drug to drug Interaction; Step Therapy; Quantity Limits; Refill too soon

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.