WORKING AGREEMENT

BETWEEN

THE CITY OF MILFORD

AND

THE MILFORD CITY HALL EMPLOYEES ASSOCIATION LOCAL 1303-452

JULY 1, 2014

TO

JUNE 30, 2019

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PREAMBLE

It is the purpose of this agreement to promote harmonious relationships between the City of Milford, Connecticut, and its employees in order that more efficient and progressive public service shall be rendered to the citizens of Milford.

ARTICLE I. RECOGNITION AND MAINTENANCE OF MEMBERSHIP

Section 1. Recognition

The City of Milford agrees to recognize the Milford City Hall Employees Association as the sole and exclusive bargaining agent for all Employees defined in Article II hereof.

Section 2. Membership

The City and the Union agree that each Employee who is a member of the Union at the time that this Agreement becomes effective shall be required to maintain his/her membership for the life of this Agreement, as a condition of employment. Further, each Employee hired, rehired, reinstated or transferred into the bargaining unit on or after the effective date of this Agreement, shall be required to become a member of the Union on or within ten (10) days after the thirtieth (30th) day following the beginning of his/her employment and to maintain his/her membership for the life of the Agreement as a condition of employment.

ARTICLE II. DEFINITIONS

"City" as used herein shall mean the City of Milford in its capacity as employer and/or management.

"Eligible Family Member" as used herein shall mean an Employee's (1) legal spouse under the laws of the State of Connecticut, except a spouse bound by a separation agreement for more than one (1) year and who is not living in the same household as the Employee shall not be considered an Eligible Family Member for the purpose of this Agreement; and (2) dependent child defined as natural child, legally adopted child, step-child, court ordered support of a child, child under legal guardianship order/custody under 26 years of age and/or disabled adult child over 26 years of age, or as otherwise required by law.

"Employee" as used herein shall mean the positions of Paralegal, Legal Administrative Assistants, Assistant City Attorney, Assistant City Attorney – Trial, Mayor's Administrative Assistant, Risk Manager, Human Resources Generalist and Benefits Specialist. The positions of Assistant City Attorney, Assistant City Attorney – Trial and Risk Manager are exempt positions pursuant to the Fair Labor Standards Act (FLSA).

"Local" as used herein shall mean The Milford City Hall Employees Association, AFSCME Council 4 (AFSCME), Local 1303-452.

"Union" as used herein shall mean The Milford City Hall Employees Association, AFSCME Council 4 (AFSCME).

ARTICLE III. SERVICE FEE CHECK OFF

The City agrees to deduct from the pay of each Employee, who has signed an authorized payroll card, a sum certified by the Treasurer of the Local as an Association Service Fee. Such deductions shall be made weekly from the payroll and the total deductions so made shall be delivered to the Local Treasurer. Such deduction shall continue for the duration of this Agreement and/or any extension hereof.

ARTICLE IV. HOLIDAYS

Section 1. Holidays

A. The official paid holidays shall be as follows:

New Year's Day	Memorial Day	Veterans Day
Martin Luther King Day	Independence Day	Thanksgiving
Washington's Birthday	Labor Day	Christmas
Good Friday	Columbus Day	(2) Floating Holidays

- B. Holidays falling on a Sunday shall be celebrated on Monday.
- C. Holidays falling on a Saturday shall be celebrated on Friday.

Section 2. Floating Holidays

- A. A department head must be given forty-eight (48) hours advance notice of intention to take a floating holiday and the Employee must have the advance approval of his/her department head for the use of a floating holiday. Such approval shall not be unreasonably withheld by the department head. One (1) floating holiday may be used either before or after any holiday as specified herein or any other unscheduled day off declared by the Mayor with the advance approval of the department head.
- B. To be eligible to take a floating holiday, an Employee must have successfully completed his/her initial probationary period.

Section 3. Holiday Pay

- A. All Employees shall be paid for the holidays named herein at their regular rate of pay except as provided herein. In order to be eligible for holiday pay for any of the holidays named herein, the Employee must meet the following requirements:
 - 1. Is not on leave of absence without pay or layoff.

- 2. Has worked the last scheduled work day prior to and the first scheduled work day after the holiday unless those days are part of a scheduled vacation period, bereavement leave, or jury duty leave.
- 3. An Employee who is ill on either the last scheduled work day prior to and/or the first scheduled work day after the holiday shall be paid for the holiday provided that medical proof of the illness is submitted.

ARTICLE V. VACATION LEAVE

Section 1. Vacation Accrual

A. Employees, except for the positions of Assistant City Attorney and Assistant City Attorney – Trial, shall be granted time off, with pay, for vacations calculated on a fiscal year basis according to the following schedule:

Completed Service Time	Vacation Days Earned
6 mos.	5 days
1 year	10 days
2 years	10 days
3 years	10 days
4 years	10 days
5 years	10 days
6 years	15 days
7 years	15 days
8 years	15 days
9 years	15 days
10 years	15 days
11 years	20 days
12 years	20 days
13 years	20 days
14 years	20 days
15 years or more	25 days

B. In recognition of the substantial overtime and evening hours worked the Assistant City Attorney and Assistant City Attorney – Trial shall be granted time off, with pay, for vacations calculated on a fiscal year basis according to the following schedule:

Completed Service Time	Vacation Days Earned		
6 mos.	7.5 days		
1 year	15 days		
2 years	15 days		
3 years	15 days		
4 years	15 days		

5 years	15 days
6 years	20 days
7 years	20 days
8 years	20 days
9 years	20 days
10 years	20 days
11 years	25 days
12 years	25 days
13 years	25 days
14 years	25 days
15 years or more	30 days

- C. An Employee shall be credited with a full month's vacation eligibility on the last day of each calendar month if he/she has worked or received pay for fourteen (14) standard working days of the calendar month.
- D. Accrued vacation time may be used as earned and upon prior approval of the department head, which approval shall not be unreasonably withheld.

Section 2. Vacation Approval

No Employee shall be entitled to use more than two (2) consecutive weeks of vacation at any one time unless said use is approved by the department head. No Employee of a department shall be entitled to use accrued vacation simultaneously with any Employee of the same department unless approved by the department head, which approval shall not be unreasonably withheld.

Section 3. Vacation Pay

Employees, except those who have elected direct deposit, may request advance vacation pay. Advanced vacation pay shall be paid to the employee on the pay day preceding his scheduled vacation period. No amount less than a full weeks pay may be paid in advance.

Section 4. Vacation Carryover

No more than seventy-five (75) hours of earned vacation standing to the credit of an Employee at each June 30th can be carried over.

Section 5. Resignation / Retirement

An Employee leaving the City of his/her own accord, and who has given proper notice, shall be paid for all unused, earned vacation time.

Section 6. Holiday

If a holiday falls within an Employee's vacation period, he/she shall be entitled to one (1) additional day of vacation, same to be taken at a time approved by the Department Head.

Section 7. Deceased Employee

In the event of death of an Employee, all credited vacation time shall be paid to the Employee's estate, within thirty (30) days of death.

ARTICLE VI. SICK LEAVE

Section 1. Sick Day Accrual

- A. Each permanent Employee shall be entitled to sick leave with full pay on the basis of one and one-quarter (1 ½) working days for each completed month of service. An employee shall be credited with one and one-quarter (1 ½) working days of sick leave on the last day of each calendar month if he/she has worked or received pay for fourteen (14) standard working days of the calendar month except that an employee entering the service on or after the eleventh (11th) calendar day of the month will not be credited with one and one-quarter (1 ½) working days of sick leave for that month.
- B. Employees shall be entitled to their current sick leave as it becomes earned. Sick leave shall not be taken in advance.

Section 2. Sick Leave Accumulation

Sick leave shall accumulate from year to year to a maximum of one hundred thirty (130) days.

Section 3. Charges to Sick Leave Account

Any charge to the sick leave account shall be in minimum units of one-half (1/2) hour.

Section 4. Holiday within Sick Leave Period

If a holiday falls within an Employee's paid sick leave period, such Employee's sick leave account shall not be charged for that holiday, but the Employee shall be paid for the holiday at his/her regular rate of compensation.

Section 5. Personal Business

An Employee may, with the prior approval of his/her department head, use no more than four (4) of his/her earned sick leave days per year for the conduct of his/her personal business. Such use of sick leave on the day preceding or following a holiday shall be at the discretion of the department head with his/her prior approval, which approval shall not be unreasonably withheld provided adequate coverage exists.

Section 6. Medical Certificate Required

- A. A medical certificate, acceptable to the department head, is required for frequent or habitual absence from duty and when, in the judgment of the department head, there is reasonable cause for requiring such certificate.
- B. A department head may require, at his/her discretion, a medical certificate for any period of absence of more than three (3) consecutive days.
 - C. A medical certificate is required for any period of absence over two (2) weeks.

Section 7. Probationary Employees

Employees who are probationary or temporary are not entitled to sick leave, except to the extent mandated by law.

Section 8. Sick Leave Payout

- A. Employees hired on or before June 30, 2016 who retire under the Pension Plan of the City of Milford with a minimum of ten (10) years service, will be paid all accumulated unused sick leave upon retirement, up to the maximum amount of one hundred thirty (130) days.
- B. The estate of any Employee hired on or before June 30, 2016 with a minimum of ten (10) years service who dies while in the employ of the City shall be paid all accumulated unused sick leave of said Employee, up to a maximum amount of one-hundred thirty (130) days.

Section 9. Donated Sick Time

Any Employee shall have the right to transfer any number of hours from his or her accumulated sick time to another Employee, provided the recipient Employee has exhausted his or her accumulated sick time and vacation time. This donated sick time shall be credited to the account of the recipient Employee at the dollar value of the donating Employee. Unused hours shall be returned to the donor(s). No Employee may donate more time to the sick leave bank than can actually be utilized and/or for which the City is obligated to compensate at the time the donation is made.

ARTICLE VII. FAMILY MEDICAL LEAVE ACT (FMLA)

Employees may be eligible for leave under the Family Medical Leave Act (FMLA) pursuant to the policy of the City of Milford attached hereto as Appendix A.

ARTICLE VIII. BEREAVEMENT LEAVE

Section 1. Bereavement Leave

A. Each permanent Employee shall be granted bereavement leave as follows:

- (1) Five (5) working days with pay as a result of the death of the Employee's spouse, child, parent, sister or brother.
- (2) Three (3) working days with pay as a result of the death of the Employee's mother-in-law, father-in-law, grandmother, grandfather, grandchild, sister-in-law, brother-in-law, and spouse of either or relative domiciled in the home.
- One (1) working day with pay as a result of the death of the Employee's aunt, uncle, niece, or nephew.

Section 2. Obituary Notice

An obituary notice shall be furnished by an employee requesting bereavement leave, if requested by the department head.

ARTICLE IX. OTHER LEAVE

Section 1. Jury Duty

Any Employee called for jury duty or serving as a juror shall receive an amount which, when added to the fee paid by the Court for such service, shall equal his/her regular salary for each day of actual attendance at Court for jury duty or as a jury panel member.

Section 2. Military Leave

For any Employee military leave of absence shall be granted in accordance with Section 7-461 of the General Statutes, Revision of 1958, State of Connecticut, and in accordance with the Civil Service Rules and Regulations, which provide that any City Employee who is a member of the Reserve Corps of any branch of the armed forces of the United States, shall receive the difference between his/her compensation for military activities and his/her salary or compensation as an Employee of the City, and if such compensation for military activities exceeds the amount due him/her as such City Employee, his/her military compensation shall prevail.

Section 3. Union Activities

- A. For the period of this Agreement, Local officers or their designees collectively shall be granted up to a total of five (5) days a year without loss of pay to participate in Union conventions and to participate in seminars, provided that adequate coverage exists and such time is recorded on the Employee's time record. In the event of public emergency, such as but not limited to flood, hurricane, war, blizzard, earthquake, riot or other disaster, these employees shall return to work at the call of the Mayor, notwithstanding the foregoing leave provision.
- B. Reasonable time off shall be granted to three (3) members of the negotiating committee for purposes of negotiating a collective bargaining agreement.

- C. Local officers, or if said officers are unavailable, their duly appointed representatives, shall be allowed a reasonable time off for attending Union grievance hearings without loss of pay, provided that such time off is recorded on the Employee's time record.
- D. For the purposes of this Section only, the term "negotiating a collective bargaining agreement" shall mean attendance at duly scheduled collective bargaining sessions with the City, which term includes informal sessions as well as sessions involving mediation, fact finding, and binding arbitration.

ARTICLE X. WAGES AND COMPENSATION

Section 1. Pay Period

The standard payroll period shall be Saturday to Friday.

Section 2. Wages

- A. The wages in effect for Employees shall be increased as follows:
 - (1) Effective July 1, 2014 shall be increased by two and one-quarter percent (2.25%).
 - (2) Effective July 1, 2015 the wages shall be increased by two and one-quarter percent (2.25%).
 - (3) Effective July 1, 2016 the wages in effect shall be increased by two and one-quarter percent (2.25%).
 - (4) Effective July 1, 2017 the wages in effect shall be increased by two and one-half percent (2.5%).
 - (5) Effective July 1, 2018 the wages in effect shall be increased by two and one-half percent (2.5%).
- B. The wages referred to in Section 2.A. above are appended hereto and incorporated herein by reference and made a part of this Agreement (Appendix B).

Section 3. Longevity Pay

Employees hired on or before June 30, 2016 may participate in the Longevity Plan appended hereto and incorporated herein by reference and made a part of this Agreement. (Appendix C). Employees hired on or after July 1, 2016 may participate in the Longevity Plan upon completing twenty (20) years of continued employment with the City, in accordance with Section 3.C. of the Longevity Plan.

Section 4. Productivity Bonus

On the first payday in December Employees with at least one (1) year of employment with the City of Milford shall receive a three hundred (\$300.00) dollar separate lump sum payment.

Section 5. Workers Compensation

An Employee eligible for Workers' Compensation payments shall receive an amount which, when added to the compensation, shall equal his/her regular salary for a period not to exceed thirteen (13) weeks.

Section 6. Direct Deposit

Management shall also have the discretion to amend or alter certain existing practices with respect to payroll in order to accomplish direct deposit without bargaining any item but shall endeavor to elect all alternatives with the least impact.

ARTICLE XI. HOURS OF EMPLOYMENT, OVERTIME AND COMPENSATORY TIME

Section 1. Hours of Work

The regular working day for all Employees, except the position of Assistant City Attorney – Trial, shall be seven and one-half (7 ½) hours and the regular work week shall be thirty-seven and one-half (37 ½) hours. The regular work week for the position of Assistant City Attorney – Trial shall be twenty (20) hours. The hourly rate of all Employees, except the position of Assistant City Attorney – Trial, shall be determined by dividing the Employee's regular weekly pay by thirty-seven and one-half (37 ½) hours. The hourly rate for the position of Assistant City Attorney – Trial shall be determined by dividing the regular weekly pay by twenty (20) hours.

Section 2. Overtime / Compensatory Time

- A. For Employees in Schedule B-2, payment for overtime hours scheduled and approved in advance by the department head and the Mayor shall be as follows:
 - (1) For time worked over seven and one-half (7 ½) hours paid in any twenty four (24) hour period or thirty seven and one-half (37 ½) hours paid in any weekly pay period, payment shall be made at one and one-half (1 ½) times the regular hourly rate of the Employee, except as hereinafter set out.
 - (2) Except where Saturday is part of the regular work schedule, payment for time worked on Saturday shall be at one and one-half (1 ½) times the regular hourly rate of the Employee, except as hereinafter set out.

- (3) Except where Sunday is part of the regular work schedule, payment for time worked on Sunday shall be at two (2) times the regular hourly rate of the Employee, except as hereinafter set out.
- (4) An Employee called back to work during his/her regular work week or on a Saturday shall be paid for a minimum of three (3) hours of work at one and one-half (1 ½) times his/her regular hourly rate of pay. An Employee called back to work on a Sunday or a holiday which is not part of his/her regular work week shall be paid for a minimum of three (3) hours of work at two (2) times his/her regular hourly rate of pay.
- (5) Employees in Schedule B-2 may elect to receive compensatory time in lieu of overtime as set forth in Section 3 below.
- B. Employees, except exempt Employees, in Schedules S and U-2, shall receive compensatory time in lieu of overtime and shall be approved, in advance, by the department head, as follows:
 - (1) For time worked over seven and one-half (7 ½) hours in any twenty four (24) hour period or thirty seven and one-half (37 ½) hours in any weekly pay period, compensatory time shall accrue at one and one-half (1 ½) times.
 - (2) Compensatory time for time worked on Saturday shall accrue at one and one-half (1 ½) times. Any Employee working on a Saturday shall accrue a minimum of three (3) hours.
 - (3) Compensatory time for time worked on Sunday or holidays shall accrue at the rate of two (2) times. Any Employee working on a Sunday or a holiday shall accrue a minimum of three (3) hours.
 - (4) An Employee called back to work during his/her regular work week or on a Saturday which is not part of his/her regular work week shall accrue a minimum of three (3) hours of compensatory time at the rate of one and one-half (1 ½) times. An Employee called back to work on a Sunday or a holiday which is not part of his/her regular work week shall accrue a minimum of three (3) hours of compensatory time at the rate of two (2) times.
 - (5) Employees shall not have more than forty (40) accrued compensatory hours at any time.
 - (6) Employees shall not be entitled to compensation in lieu of time off.

ARTICLE XII. INSURANCE

Section 1. Active Employee Health Insurance

- A. Subject to the premium cost share set forth below, the City shall provide the following insurance for active Employees hired on or before June 30, 2016 and their Eligible Family Members. Any Eligible Family Member whose coverage is terminated as a result of this paragraph is eligible for the Federal COBRA coverage election.
 - (1) A Preferred Provider Organization ("PPO") or a High Deductible Health Plan / Health Savings Account ("HDHP/HSA") Plan. The schedule of benefits pages are attached as Appendix E and incorporated by reference herein.
 - (2) The HDHP/HSA Plan will have an annual deductible of \$2,000 per individual and \$4,000 per family with the City funding sixty percent (60%) of the applicable HDHP/HSA deductible in one (1) lump sum in the first payroll of the 2016/2017 fiscal year; fifty five percent (55%) of the applicable HDHP/HSA deductible in one (1) lump sum in the first payroll of the 2017/2018 fiscal year; and fifty percent (50%) of the applicable HDHP/HSA deductible in one (1) lump sum in the first payroll of the 2018/2019 fiscal year.
 - (3) The parties acknowledge that the City's contribution toward the funding of the HDHP/HSA Plan is not an element of the underlying insurance plan, but rather relates to the manner in which the deductibles shall be funded for active Employees. The City shall have no obligation to fund any portion of the HDHP/HSA deductible for retirees or other individuals upon their separation from employment.
 - (4) A Health Reimbursement Account ("HRA") with the same benefits afforded to Employees enrolled in the HDHP/HSA will be made available to any Employee who is ineligible for the HDHP/HSA offered by the City. The annual maximum reimbursement by the City for Employees participating in the HRA shall not exceed the dollar amount of the City's annual HDHP/HSA contribution for Employees enrolled in the HDHP/HSA. Any funds remaining in the HRA account of an Employee shall revert to the City upon the Employee separating from service to the City.
- B. The HDHP/HSA Plan shall be the core plan for Employees hired on or after July 1, 2016. For any such Employee wishing to enroll in the PPO plan, the City shall contribute an amount equal to the dollar amount contributed by the City toward the premium of the HDHP/HSA and the Employee shall pay the difference between the dollar amount contributed by the City and the full cost of the PPO plan.

- C. The City of Milford shall provide to each permanent Employee a full dental plan with Amendatory Rider A, a copy of which is appended hereto and incorporated herein by reference and made a part of this Agreement as Appendix E.
- D. Billing Incentive Program: Employees who find overcharges in their hospital bills, which result in the return of funds to the City, will be entitled to receive 25% of the confirmed overcharge up to a maximum of \$500 for each hospital stay.
- E. The City shall reimburse permanent Employees for Medicare payments provided receipt for such payment is submitted to the Finance Department within thirty (30) days after such payment is made.

Section 2. Premium Cost Share

A. The premium cost shares set forth below shall be based on the allocation rate or the self-insured equivalent rate:

(1) **PPO**

- (a) Effective upon signing of this Agreement, the premium cost share for those enrolled in the PPO Plan shall be eight (8%) percent.
- (b) Effective July 1, 2017, the premium cost share for those enrolled in the PPO Plan shall be ten (10%) percent.
- (c) Effective July 1, 2018, the premium cost share for those enrolled in the PPO Plan shall be twelve (12%) percent.

(2) HDHP/HSA

- (a) Effective upon signing of this Agreement, the premium cost share for those enrolled in the HDHP/HSA Plan shall be six (6%) percent.
- (b) Effective July 1, 2017, the premium cost share for those enrolled in the HDHP/HSA Plan shall be eight (8%) percent.
- (c) Effective July 1, 2018, the premium cost share for those enrolled in the HDHP/HSA Plan shall be ten (`10%) percent.

(3) **PPO BUY UP**

The premium cost share for Employees hired on or after July 1, 2016 who enroll in the PPO plan shall be in accordance with Article XII, Section 1.B. above.

B. All cost share contributions shall be made through a Section 125 account which shall be provided by the City of Milford.

Section 3. Retiree Health Insurance

- A. Subject to the premium cost share set forth below, the City shall provide the following insurance for retired Employees and their enrolled dependents.
 - (1) Pre-Age Sixty Five (65): Employees who retired with ten (10) years continuous service may elect to receive the same health benefits plan made available to the individual Employee when he/she was an active Employee of the City, including medical and prescription drug benefits, with the exception of dental, which shall not be included.
 - (2) Post Age Sixty-Five (65): Employees who retired with ten (10) years continuous service the City will provide supplemental Medicare coverage, not including dental, provided such Employee, including such Employee's Eligible Family Members, enrolls in Medicare Part B.
 - (3) Subject to the premium cost share set forth below, the City shall provide and pay for retired Employees and their enrolled Eligible Family Members the High Option Blue Cross 65 Plan and Medicare Supplement B. Eligible Family Members of retirees over age sixty-five (65) ineligible for Medicare coverage but eligible for the PPO or HDHP/HAS plan shall continue to be covered under that Plan.
 - (4) Retirees shall pay in retirement the cost share in effect on the date of retirement and will be subject to future carrier and / or plan changes, except that any Employee who has any combination of continuous service as an Employee of the City and age which when added together equals seventynine (79) as of December 31, 2011 or who retires after having attained the age of sixty-two (62) years shall not be required to pay any premium cost share in retirement. All retiree cost share and other payments for insurance coverage as provided for herein shall be deducted from the retiree's pension payments.
- B. The City shall reimburse retired Employees for Medicare payments provided receipt for such payment is submitted to the Finance Department within thirty (30) days after such payment is made.
- C. The benefits available under this Section shall be continued for the Eligible Family Members of a Retired employee, for a period of one (1) year after the death of the retired Employee, provided that said family members remain otherwise eligible for said benefits.

Section 4. Plan Administrator

The City reserves the right to change carriers to administer its health insurance plans and to substitute alternative health insurance plans to those indicated in this Article; provided, however, that any substitute plan will offer at least the same level of benefits. The City will give the Union a copy of any proposed substitute plan at least ninety (90) days before implementing any substitute carrier or plan.

Section 5. Waiver of Health Insurance

Employees not otherwise eligible for dependent health insurance benefits through any plan paid for by the City of Milford shall have the option of waiving all health insurance benefits as provided herein. Any employee who elects to waive health insurance benefits as provided herein shall receive an annual payment of \$2,000.00, which shall be paid at the end of each fiscal year. Employees shall exercise and/or rescind the above waiver during the open enrollment period unless a qualifying event occurs during the fiscal year. In the event of such qualifying event, or if the employee dies or otherwise separates from service, payment of the waiver amount shall be prorated accordingly.

Section 6. Layoff

In the event of a layoff for budgetary reasons, the benefits available pursuant to Sections 1 (a), (b) and (d) of this Article shall be continued for a period of ninety (90) days.

Section 7. Governance

The extent and effective dates of coverage under the City health insurance policies shall be governed by the terms and conditions set forth in said policies. Any questions concerning coverage shall be resolved in accordance with the terms and conditions in said policy and shall not be subject to the grievance procedure set forth in this Agreement.

Section 8. Life Insurance

- A. Group Life Insurance Plan and Accidental Death and Dismemberment Insurance: One (1) times basic annual wage. If annual wage is not an even thousand dollar figure, the face value of the policy shall be to the next higher thousand dollar. Double Indemnity benefit included.
- B. Retired employees hired on or before June 30, 2016 shall be provided with a life insurance policy paid for by the City in the amount of ten thousand (\$10,000) dollars.

Section 9. Death of Employee / Retiree

The benefits available under Sections 1 and 3 of this Article shall be continued for the Eligible Family Members of an active and/or retired Employee, subject to the premium cost shares set forth in this Article, for a period of one (1) year after the death of the active and/or retired Employee, provided that said Family Members remain otherwise eligible for said benefits.

ARTICLE XIII. GRIEVANCE PROCEDURE

Section 1. Grievance Defined

In the event that a difference arises between the City of Milford, the Association, or any employee concerning the interpretation, application or compliance with the provisions of this Agreement, an earnest effort will be made to resolve such difference in accordance with the following procedure which must be followed. This procedure is established to permit prompt discussion and resolution of employee grievances.

Section 2. Grievance Procedure

A. Grievances shall be processed according to the following steps:

Step One.

- (1) If any permanent Employee has a grievance such employee should personally discuss it with his/her immediate supervisor within five (5) working days from the date of the occurrence or the date the Employee knew or should have known of the occurrence.
- (2) If the answer is not satisfactory the Employee and/or his/her representative should submit two (2) copies of the grievance form (Appendix D) to his/her immediate supervisor within ten (10) working days of the incident giving rise to the grievance.
- (3) The supervisor should note his/her reply on the grievance form and return the original to the Employee and/or his/her representative by the end of the following working day.

Step Two:

- (1) If the Employee and/or his/her representative is not satisfied with his/her immediate supervisor's reply, he and/or his/her representative should forward his/her copy to the department head by the end of the following working day.
- (2) The department head should discuss the grievance with the Employee and/or his/her representative and within three (3) working days of receiving the complaint, noting his/her reply in writing.

Step Three:

- (1) If the grievance is still unsettled, the Employee and/or his/her representative may submit the grievance to the Human Resources Director within five (5) working days of written answer from the prior step.
- (2) The Human Resources Director shall schedule whatever meetings and/or make whatever investigations necessary to determine the basis upon which a written decision shall be give within ten (10) working days of receipt of the grievance.

Step Four:

- (1) In the event that the Employee and/or his/her representative are not satisfied with the department head's decision, he may submit the matter to mediation by the Connecticut State Board of Mediation and Arbitration within fourteen (14) calendar days.
- (2) In the event that the employee and/or his/her representative are not satisfied with the result of mediation, he may submit the matter to arbitration by the Connecticut State Board of Mediation and Arbitration within fourteen (14) calendar days of the last mediation session. The decision of the arbitration shall be final and binding on both parties.
- B. Each party shall be liable for its own share of expense and any general expense of the arbitration not applicable to either party shall be mutually shared by both parties.

Section 3. Personnel File

Upon request of an Employee, any disciplinary action, verbal warning or written warning shall be removed from the personnel file after eighteen (18) months by the Human Resources Director if there has been no other discipline within that period, upon receipt of permission pursuant to the state records retention statutes.

ARTICLE XIV. SENIORITY LIST AND LAYOFF

Section 1. Seniority List

On or about July 1 of each year, the City shall furnish to the Local a seniority listing by department.

Section 2. Layoff

A. Layoff of permanent Employees shall be made in the inverse order of seniority within a department. Whenever a Local position is abolished, the Employee who was promoted to or appointed to that position last shall be entitled to replace within the Local the employee in the

lateral or lower paid class who has a later date of hire, provided said Employee is qualified for the position. A permanent employee with a satisfactory employment record who is separated from the City through no fault of his/her own shall be placed on an appropriate re-employment list in accordance with seniority and ability as determined by the City. The eligibility of any candidate on a re-employment list will expire two (2) years from the date of layoff.

- B. The City shall notify the Local President and least senior Employee within the affected job title as soon as possible, but in no event less than thirty (30) working days before the effective date of the layoff.
- C. The Local President, Vice-President and Treasurer shall have super seniority in the event of any layoff or reduction in force.

ARTICLE XV. PENSION

Nothing contained in this Agreement shall preclude negotiations during the terms of this Agreement between the City and the Local concerning pension and survivorship benefit matters.

ARTICLE XVI. MANAGEMENT RIGHTS

Except where such rights, powers and authority are specifically relinquished, abridged, or limited by the provisions of this Agreement, the City shall have, whether exercised or not, the sole right, power, authority, responsibility and prerogative to manage the affairs of the City and to direct its working force.

ARTICE XVII. MISCELLANEOUS

Section 1. Governance

All other conditions of employment not found within the foregoing terms of this Agreement shall continue to be governed, controlled and interpreted by reference to the City of Milford's Charter and Code of Ordinances provided, however, pursuant to the authority contained in Public Act 78-377 and Public Act 159, 1967-69 General Session of the Connecticut State Legislature, this Agreement prevails in the event of any conflict or inconsistency.

Section 2. Education and Training

- A. In order to enhance professional growth and opportunity for advancement within the City, Employees shall have the opportunity to participate both in In-Service Training Programs and courses offered outside of the City. The City shall set aside a fund specifically for the purpose of reimbursing Employees for the cost of schooling related to employment. In order to receive reimbursement for courses, employees must follow these steps:
 - (1) Submit a request which is subject to the approval of both the department head and Finance Director prior to enrolling for the courses; and

- (2) Present evidence of successful completion of the course to the department head and the Finance Director.
- B. No reasonable request for approval of the course and reimbursement shall be denied and Employees shall receive reimbursement within one (1) month of presenting evidence of successful completion.
- C. The City shall set aside a fund in the amount of Four Thousand, Four Hundred (\$4,400.00) Dollars per year for this purpose. Further, reimbursement to Employees for expenditures in securing trade and professional licenses and certifications which are required in their job descriptions shall be made from this fund upon submission of supporting documentation and approval of the department head. Any unused portion of this fund shall be rolled over to the following year.
- D. Individual Employee applications under this provision shall not exceed One Thousand (\$1,000.00) Dollars per fiscal year, per Employee, without the prior approval of the Mayor.
- E. The City shall pay all license, registration and notary fees where required in the performance of such Employees duties.

ARTICLE XVIII. EFFECTIVE DATE

Section 1. Effective Date

This Agreement shall be in full force and effect except as herein otherwise provided, for a period from July 1, 2014, to June 30, 2019, and for each year thereafter, unless notice is given as hereinafter provided.

Section 2. Intention to Negotiate

No earlier than January 2, 2019, and no later than February 1, 2019, either party may give notice to the other of its intention to change or terminate this Agreement.

CITY OF MILFORD	THE MILFORD CITY HALL EMPLOYEE ASSOCIATION, AFSCME LOCAL 1303-452
By:Benjamin G. Blake, Mayor	By:
	By: Norris Person, Staff Representative
Dated: 3.8.16	Dated: 12-7-14

APPENDIX A – FMLA Policy

CITY OF MILFORD FAMILY AND MEDICAL LEAVE ACT POLICY

OVERVIEW

The City of Milford is a "covered" employer under the Federal Family and Medical Leave Act (FMLA or Act) and is subject to all rules and regulations under the Act. The Connecticut family and medical leave statutes and regulations do not apply to City employees.

In general, the FMLA allows eligible employees to take job-protected leave for the reasons specified in the law. Eligibility for leave, the reasons for leave, the allowable length of leave and the benefits and protections of the FMLA are specified in the Act and related regulations, and summarized in this Policy. This Policy is based on the Act and regulations, as amended to January 2009.

Questions concerning the FMLA and this Policy should be directed to the City's Human Resources Department.

POLICY

It is the policy of the City of Milford to grant FMLA leave to the full extent of the law. For employees with accumulated paid leave, FMLA leave is first charged to the employee's accrued paid leave which is eligible for use based on the reason for the FMLA leave. Sick leave, if applicable, vacation and personal leave run concurrently with FMLA leave time until the paid leaves are exhausted, with the exception(s) under the City Charter, City's Code of Ordinances and/or applicable Collective Bargaining Agreements. When an employee has no accrued leave time or when accrued paid leave time is fully utilized, FMLA leave is unpaid. During the period of FMLA leave, whether paid or unpaid, an employee remains eligible for health insurance coverage paid by the City to the same extent as prior to the leave. Employees shall continue to be responsible for their portion of the insurance premium payment.

SPECIFIC PROVISIONS

A. Eligibility

In order to qualify for FMLA leave, the employee must meet all of the following conditions:

- The employee must have worked for the City for 12 months, which need not be consecutive.
- The employee must have worked at least 1,250 hours during the 12 months immediately preceding the start of the FMLA leave.

B. Qualifying Reasons, Types of Leave and Length of Leave

In general, an employee is eligible for up to 12 workweeks of FMLA leave in a 12-month period. When the leave is to care for an injured or ill service member, an employee is eligible for up to 26 weeks of leave during a single 12-month period. The 12-month period starts on the date of the employee's first day of FMLA leave. In most cases, leave is full-time, but intermittent leave is permitted in certain circumstances described below.

In General – Leave for 12 Workweeks:

The City will grant an employee up to 12 workweeks of FMLA leave in a 12-month period for one or more of the following reasons:

- The birth of a child, and to care for a newborn child within one year of birth:
- The placement with the employee of a child for adoption or foster care, and to care for the newly placed child within one year of the placement;
- To care for an immediate family member (spouse, child or parent but not a parent "in-law") with a serious health condition;
- When the employee is unable to perform the essential functions of his or her position due to a serious health condition, including incapacity due to pregnancy, prenatal medical care or child birth; and
- A qualifying exigency arising out of a family member's military service, including one or more of the following reasons:
 - a. a short notice deployment;
 - b. military events and related activities;
 - c. childcare and school activities;
 - d. financial and legal arrangements;
 - e. counseling;
 - f. rest and recuperation;
 - g. post-deployment activities; or
 - h. additional duties that arise out of the active duty or call to active duty of a covered military member, provided that the City and the employee agree to both the timing and the duration of such leave.

Leave to Care for an Injured or Ill Service Member – 26 workweeks:

An eligible employee may take up to 26 workweeks of FMLA leave during a 12-month period to care for a seriously injured or ill service member who is the employee's spouse, parent, child or next of kin, and who incurred the injury or illness in the line of duty while on active duty in the Armed Forces. The injury or illness must render the service member medically unable to perform the duties of his/her office, grade, rank or rating. This provision applies to service members who are undergoing medical treatment, recuperation, or therapy, are in outpatient status, or who are on the temporary disability retired list, for a serious injury or illness.

When combined with any other type of FMLA qualifying leave, total leave time may not exceed 26 weeks in a single 12-month period. Standard FMLA leave procedures described below apply to all requests for and designation of leave for this purpose. However, in the case of leave to care for an injured or ill service member, the 12-month period begins on the day such leave actually commences.

Limitations on Certain Leaves:

FMLA leave to care for a newborn child or newly placed adoptive child must normally be taken as consecutive days. An employee may request that such leave be taken on non-consecutive days. Approval for non-consecutive days is at the sole discretion of the Department Head and the Human Resources Director. All leave to care for a newborn or newly adopted child must conclude within 12 months of the date of the birth or adoption.

If two City employees request leave for the birth of their child, placement of a child with them through adoption or foster care, or to care for a seriously ill parent, the two employees will be entitled to a maximum combined total leave equal to 12 weeks in any on 12-month period. If either spouse or parent (or both) uses a portion of the 12-week entitlement for one of these purposes, each is entitled to the difference between the amount he or she has taken individually and the 12 weeks for FMLA leave for their own or their spouse's serious health condition in the 12-month entitlement period.

Definition of Serious Health Condition:

For purposes of the FMLA, a "serious health condition" means an illness, injury, impairment, or physical or mental condition that involves one of the following:

• Any period of incapacity or treatment connected with in-patient care in a hospital, hospice or residential medical care facility.

- A period of incapacity requiring absence of more than three consecutive full calendar days and any subsequent treatment or period of incapacity relating to the same condition that also involves:
 - 1. Treatment two or more times within 30 days of the first day of incapacity, unless extenuating circumstances exist, by a health care provider, by a nurse under direct supervision of a health care provider, or by a provider of health care services (for example, a physical therapist) under order of, or on referral by, a health care provider; or
 - 2. Treatment by a health care provider, on at least one occasion, which results in a regimen of continuing treatment under the supervision of the health care provider.

 The requirement for treatment by a health care provider means an in-person visit to a health care provider. The first (or only) in-person treatment visit must take place within seven days of the first
 - day of incapacity. Whether additional treatment visits or a regimen of continuing treatment is necessary within the 30-day period shall be determined by the health care provider.
- Any period of incapacity due to pregnancy or for prenatal care.
- Any period of incapacity or continuing treatment related to a chronic serious health condition that is incurable or so serious that it would most likely result in incapacity of more than 3 consecutive days if left untreated.
- A period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective (e.g. Alzheimer's, terminal illness).

Intermittent/Reduced Schedule Leave:

Employees may take leave on an intermittent basis or work a reduced schedule when:

- Medically necessary to care for a seriously ill family member;
- Medically necessary due to the employee's serious health condition;
- To care for a newborn or newly placed adopted or foster care child, with approval by the Department Head and the Human Resources Director.

The following conditions apply to intermittent or reduced schedule leave:

- Employees must make a reasonable effort to schedule such leave in a way that does not disrupt the department's or division's operations;
- Employees making such a request may be transferred temporarily to an alternative job with equivalent pay and benefits, which accommodate recurring periods of leave better than the employee's regular job;
- Applicable collective bargaining agreements must be complied with.

C. Use of Paid and Unpaid Leave:

For all leave time taken under the FMLA, employees are required to use paid leave time, if such is available, prior to taking unpaid leave. Paid leave is to be charged in the following order: sick leave (if the reason for the leave qualifies as sick leave), vacation, personal business leave. In accordance with the City's Code of Ordinances an employee is allowed to withhold up to 5 vacation and 5 sick days to be available for use for emergencies or special needs upon the employee's return from FMLA leave. All paid leave must be taken in accordance with the City's leave policies and any collective bargaining agreements covering the employee. Unpaid leave will be charged in half hour increments.

An employee must be placed on FMLA leave as soon as there is information that the leave taken qualifies as FMLA. If there is reasonable information for the City to make a determination that the circumstances of the employee's absence are qualifying under FMLA leave, the City will designate the leave as FMLA leave and so notify the employee as soon as possible (notice should be within five business days of the City learning of the need for leave). Leaves which may be covered by other laws (such as Worker's Compensation) or by collective bargaining agreements (particularly accrued sick leave), are also designated as FMLA leave. The City does not wait until the employee exhausts paid leave before designation of FMLA leave.

D. Notification:

Employees Notice and Responsibilities:

An eligible employee requesting FMLA leave must provide to his/her Department Head:

- 30 days advanced notice of the need to take FMLA leave when the need is foreseeable. If the need is not known 30 days in advance, the notice must be given as soon as practicable, either the same or the next work day after the employee knows of the need for a leave, and in compliance with any contractual or departmental rules for calling-in sick.
- Sufficient information and documentation that the employee needs leave for an FMLA qualifying reason.

An eligible employee requesting FMLA leave must provide to the Human Resources Department:

- If the leave is for a serious health condition of the employee or a family member, within 15 calendar days from the date of the request for leave or designation by the City of FMLA leave, a Certification of Health Care Provider.
- If the leave is a qualifying exigency for military family leave, a Certification of Qualifying Exigency.
- If the leave is to care for an ill or injured service member, a Certification of Serious Injury or Illness of a Covered Service member.

Copies of all forms are available from the Human Resources Department.

If, at the time of an employee's absence, the City was not aware that the absence was for an FMLA qualifying reason, notice and documentation that the leave was taken for an FMLA qualifying reason must be provided within 2 business days of the employee's return to work.

The employee need not mention FMLA when requesting leave to meet the notification requirement, but need only explain why leave is needed. Except, if the employee is seeking FMLA leave due to a FMLA-qualifying reason for which the City previously approved FMLA-protected leave. In this case, the employee must specifically reference either the qualifying reason for the leave or the need for FMLA leave. Otherwise, the City will notify the employee that the leave may qualify as FMLA leave and will provide the employee with any required forms.

Employer Notice and Responsibilities:

The Human Resources Department will post notices of employees' rights and responsibilities under the FMLA, and will provide copies of this policy to all employees. Department Heads will take the following steps to provide information to the Human Resources Department and employees concerning FMLA leave:

- Whenever a supervisor becomes aware that an employee is requesting leave or is out of work for five (5) or more consecutive working days due to a serious health condition, the supervisor will report this to the department head, who will consult with the Human Resources Department to determine if (1) the employee is eligible for FMLA leave, (2) the employee's absence and the circumstances are qualifying to be designated as FMLA leave;
- Upon request by the employee or upon determination by the City that an employee's absence qualifies for FMLA leave, the employee or department head shall submit an application for FMLA Leave to the Human Resources Department. The Human Resources Department will provide the employee and department head with a written notice within five (5) business days designating the leave as FMLA leave and detailing the expectations and obligations of an employee on such a leave.

E. Health Benefits:

While the employee is on paid or unpaid FMLA leave, the employee's health benefits will continue during the leave period at the same level and under the same conditions as if the employee had continued to work. Pursuant to applicable collective bargaining agreements and City policy, employees pay a portion of the health insurance premium. While an employee is on paid FMLA leave, the City will continue to make payroll deductions for the employee's share of the premium. While on unpaid FMLA leave, the employee must continue to make premium cost share payments, either in person or by mail. The payments must be received in the Human Resources Department by the 15th day of each month for the previous month's cost share. If the payment is more than 30 days late, the employee's health insurance coverage may be dropped for the duration of the leave. The City will provide 15 days' notice prior to stopping an employee's coverage.

F. Reinstatement Following Leave:

Upon completion of the FMLA leave and prior to returning to work, the employee is required to submit to the Department Head and Human Resources Department a fitness-for-duty certificate completed and signed by the treating physician. This certificate must note the employee's ability to resume work and to perform the essential functions of his or her position with or without restrictions.

In most cases, while an employee is on FMLA leave, the employee's position will not be filled, except on a temporary basis, and the employee will be returned to the same position held prior to leave. If the employee's position must be filled during his/her absence, the employee will be returned to an equivalent job – that is, one which is essentially identical to the original job in terms of pay, benefits and working conditions.

<u>APPENDIX B – Wage Schedules</u>

BENEFITS SPECIALIST (H	Human Resources): Schedule B-2, Grade 26
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	Minimum	Step 1	Step 2	Step 3	Step 4	Maximum
7/01/14 - 6/30/15	813.87	845.41	877.16	908.86	940.56	972.39
7/01/15 - 6/30/16	832.18	864.44	896.90	929.31	961.72	994.27
7/01/16 - 6/30/17	850.91	883.88	917.08	950.22	983.36	1,016.64
7/01/17 - 6/30/18	872.18	905.98	940.01	973.97	1,007.94	1,042.05
7/01/18 - 6/30/19	893.98	928.63	963.51	998.32	1,033.14	1,068.10

ADMINISTRATIVE ASSISTANT (Mayor): Schedule S, Grade 27

ADMINISTRATIVE ASSISTANT (Legal): Schedule U2

		8).				
HUMAN RESOURCES GENERALIST: Schedule B-2, Grade 27						
	Minimum	Step 1	Step 2	Step 3	Step 4	Maximum
7/01/14 - 6/30/15	883.94	919.23	954.69	989.90	1,025.28	1,060.51
7/01/15 - 6/30/16	903.83	939.91	976.17	1,012.18	1,048.35	1,084.37
7/01/16 - 6/30/17	924.17	961.06	998.13	1,034.95	1,071.94	1,108.77
7/01/17 - 6/30/18	947.27	985.08	1,023.09	1,060.82	1,098.74	1,136.49
7/01/18 - 6/30/19	970.95	1,009.71	1,048.66	1,087.34	1,126.20	1,164.90
PARALEGAL: Sched	lule U2					
7/01/14 - 6/30/15		1,026.04	1,077.34	1,131.21		
7/01/15 - 6/30/16		1,049.13	1,101.59	1,156.66		
7/01/16 - 6/30/17		1,072.73	1,126.37	1,182.69		
7/01/17 - 6/30/18		1,099.55	1,154.53	1,212.26		
7/01/18 - 6/30/19		1,127.04	1,183.39	1,242.56		

RISK MANAGER: Schedule U2

1	7/01/14 - 6/30/15	1,329.84	1,389.69	1,461.97
1	7/01/15 - 6/30/16	1,359.76	1,420.96	1,494.86
1	7/01/16 - 6/30/17	1,390.36	1,452.93	1,528.50
1	7/01/17 - 6/30/18	1,425.12	1,489.25	1,566.71
•	7/01/18 - 6/30/19	1 460 75	1 526 48	1 605 88

ASSISTANT CITY ATTORNEY: Schedule U2

7/01/14 - 6/30/15	1276.09	1458.47	1674.31
7/01/15 - 6/30/16	1304.80	1491.29	1711.98
7/01/16 - 6/30/17	1334.16	1524.84	1750.50
7/01/17 - 6/30/18	1367.51	1562.96	1794.26
7/01/18 - 6/30/19	1401.70	1602.03	1839.12

ASSISTANT CITY ATTORNEY-TRIAL: Schedule U2

7/01/14 - 6/30/15	870.20	922.35	994.13
7/01/15 - 6/30/16	889.78	943.10	1016.50
7/01/16 - 6/30/17	909.80	964.32	1039.37
7/01/17 - 6/30/18	932.55	988.43	1065.35
7/01/18 - 6/30/19	955.86	1013.14	1091.98

APPENDIX C – Longevity Plan

<u>Section 1.</u> Longevity Pay, as provided for herein, shall be considered to be a reward for continuous service to the City of Milford over a period of years, and shall be paid to any Eligible Employee who qualifies for same hereunder, regardless of whether or not such Employee is at the maximum rate of pay for his/her grade, or otherwise.

Section 2. For all Employees eligible for longevity compensation, for the purposes hereof, the anniversary of the permanent date of employment shall be considered to be the Anniversary Date of this Plan. In order to receive Longevity Pay in any fiscal year, an Eligible Employee must be employed by the City on the Anniversary Date falling within such fiscal year, and must, prior to such Anniversary Date, have completed the requisite number of years necessary to qualify him for Longevity Pay hereunder.

<u>Section 3.</u> Longevity Pay to Eligible Employees shall be based upon the following scale:

- A. Completion of ten (10) through fourteen (14) years of continuous service to the City prior to the Anniversary Date specified herein, shall entitle any Eligible Employee, employed by the City on such Anniversary Date, to receive a Longevity Payment equal to two and one-half (2 ½%) percent of his/her basic salary, as computed in accordance herewith.
- B. Completion of fifteen (15) through nineteen (19) years of continuous service to the City prior to the Anniversary Date specified herein, shall entitle any Eligible Employee, employed by the City on such Anniversary Date, to receive a Longevity Payment equal to three (3%) percent of his/her basic salary, as computed in accordance herewith.
- C. Completion of twenty (20) years or more of continuous service to the City prior to the Anniversary Date specified herein, shall entitle any Eligible Employee, employed by the City on such Anniversary Date, to receive a Longevity Payment equal to three and one-half (3 ½%) percent of his/her basic salary, as computed in accordance herewith.

Section 4. Time spent in the armed forces of the United States, (i.e. Army, Navy, Air Force, Marine Corps or Coast Guard), and/or time spent in any other authorized leave from the City, shall be included in determining the number of continuous years of service of any Eligible Employee.

<u>Section 5.</u> For the purposes hereof, an Eligible Employee's basic salary shall be computed as follows:

Multiply by fifty-two (52) weeks, the gross salary earned by such employee in the last full pay period in prior regular and permanent classification and grade, prior to the Anniversary Date in any year in which he qualifies for Longevity Pay, exclusive of overtime pay, recall pay, or pay received for working any hours and/or days in excess of his/her regularly scheduled work

week. It is clearly intended hereby, to specifically exclude from the computation of an Eligible Employee's basic salary for the purpose hereof, any and all overtime pay earned by any employee, whether or not, by the nature of his/her employment, he is regularly scheduled to perform such overtime work.

Section 6. Any Eligible Employee who qualifies for Longevity Pay, in accordance with the provisions hereof, shall be paid same, as computed in accordance herewith, as soon as is feasible for the processing of such payment, after certification to the Director of Finance of such employee's qualification and basic salary by the applicable Board or Commission (Police, Fire or Civil Service). The Director of Finance shall withhold from all Longevity Payment, such Withholding and FICA tax as is legally deemed necessary.

Section 7. Once an Eligible Employee qualifies for Longevity Pay at any step set forth in Section 4 hereof, he shall receive same computed annually in accordance with such step and his/her then present basic salary, also computed in accordance herewith, until such Anniversary Date that he qualifies for payment under a higher step.

<u>Section 8.</u> Longevity Pay earned by any Eligible Employee or receipt by said employee shall not be construed, under any circumstances, to entitle him to overtime or recall pay and/or other fringe benefits resulting therefrom.

APPENDIX D - Schedule of Health Benefits

BENEFIT	Century Preferred PPO In and Out-of-Network Benefits Available	H S A- High Deductible Health Plan In and Out-of-Network Benefits Available	HRA- High Deductible Health Plan In and Out-of-Network Benefits Available
Costshares			
	In-Network services subject to copays	In-Network services subject to deductible and coinsurance	In-Network services subject to deductible and coinsurance
	Out-of-Network services subject to deductible and coinsurance	Out-of-Network services subject to deductible and coinsurance	Out-of-Network services subject to deductible and coinsurance
	\$20 Copay Office Visit Unlimited Office Visit Maximum	In and Out-of-Network Deductible (Individual/Family) - \$2,000/\$4,000	In and Out-of-Network Deductible (Individual/Family) - \$2,000/\$4,000
	\$150 Hospital Copay per admission	Coinsurance - 100% In-Network & 80/20% Out-of-Network	Coinsurance - 100% In-Network & 80/20% Out-of-Network
	\$100 Copay Emergency Room \$50 Urgent Care Copayment	In-Network Out-of-Pocket Maximum - \$2,000/\$4,000	In-Network Out-of-Pocket Maximum - \$2,000/\$4,000
	\$0 Outpatient Surgery Copayment	Out-of-Network Out-of-Pocket Maximum - \$5,000/\$10,000	Out-of-Network Out-of-Pocket Maximum - \$5,000/\$10,000
	Deductible - \$200/\$400/\$500 Out-of-Network Out-of-Pocket	Employer Funding in HSA:	Employer Funding for HRA:
	Maximum - \$600/\$1,200/\$1,500 In-Network Out-of-Pocket	60% of deductible for plan year 7/1/16-6/30/17 \$1,200/\$2,400	60% of deductible for plan year 7/1/16-6/30/17 \$1,200/\$2,400
	Maximum - \$6,850/\$13,700/\$13,700 Lifetime Maximum In-Network Unlimited	55% of deductible for plan year 7/1/17-6/30/18 \$1,100/\$2,200	55% of deductible for plan year 7/1/17-6/30/18 \$1,100/\$2,200
	Lifetime Maximum Out-of-Network Unlimited	50% of deductible for plan year 7/1/18-6/30/19 \$1,000/\$2,000	50% of deductible for plan year 7/1/18-6/30/19 \$1,000/\$2,000
	In-Network benefits are identified below	Lifetime Maximum In-Network – Unlimited	Lifetime Maximum In-Network Unlimited
		Lifetime Maximum Out-of-Network – Unlimited	Lifetime Maximum Out-of-Network Unlimited
		In-Network benefits are identified below	In-Network benefits are identified below
Preventive Care			
Pediatric, Adult	Covered	Covered	Covered
Vision exam	Covered once each year	Covered once each year	Covered once each year
Hearing screening	Covered once every 2 years	Covered as part of the preventive exam	Covered as part of the preventive exam
Gynecological	Covered	Covered	Covered

Medical Services			
Medical Office Visit	\$20 Copay	Deductible & Coinsurance	Deductible & Coinsurance
Specialist Visit	\$20 Copay	Deductible & Coinsurance	Deductible & Coinsurance
Outpatient PT/OT/Chiro	\$20 Copay	Deductible & Coinsurance	Deductible & Coinsurance
Speech Therapy	Covered up to 50 combined treatments per member per calendar year	Covered up to 50 combined treatments per member per calendar year; any excess visits will be coverable as Out-of-Network	Covered up to 50 combined treatments per member per calendar year; any excess visits will be coverable as Out-of-Network
Allergy Services & Testing	\$20 Copay	Deductible & Coinsurance	Deductible & Coinsurance
Allergy Injections	Covered 80 in 3 years	Deductible & Coinsurance Unlimited	Deductible & Coinsurance Unlimited
High Cost Diagnostics Ex. MRI, CAT scans, PET scans	Covered	Deductible & Coinsurance	Deductible & Coinsurance
Diagnostic Lab & X-ray	Covered	Deductible & Coinsurance	Deductible & Coinsurance
Inpatient Medical Services	Covered	Deductible & Coinsurance	Deductible & Coinsurance
Surgery Fees	Covered	Deductible & Coinsurance	Deductible & Coinsurance
Office Surgery	Covered	Deductible & Coinsurance	Deductible & Coinsurance
Orthotics	Covered	Deductible & Coinsurance	Deductible & Coinsurance
Outpatient Mental Health	\$20 Copay	Deductible & Coinsurance	Deductible & Coinsurance
Outpatient Substance Abuse	\$20 Copay	Deductible & Coinsurance	Deductible & Coinsurance
Emergency Care			
Emergency Room	\$100 Copay	Deductible & Coinsurance	Deductible & Coinsurance
Urgent Care	\$50 Copay	Deductible & Coinsurance	Deductible & Coinsurance
Ambulance	Covered	Deductible & Coinsurance	Deductible & Coinsurance
Inpatient Hospital	Note: All hospital admissions require pre-cert	Note: All hospital admissions require pre-cert	Note: All hospital admissions require pre-cert
General/Medical/ Surgical/Maternity (Semi-Private)	\$150 Copay	Deductible & Coinsurance	Deductible & Coinsurance
Ancillary Services (Medication, Supplies)	Covered	Deductible & Coinsurance	Deductible & Coinsurance
Psychiatric	\$150 Copay	Deductible & Coinsurance	Deductible & Coinsurance
Substance Abuse/ Detox	\$150 Copay	Deductible & Coinsurance	Deductible & Coinsurance
Rehabilitative	Covered Covered up to 60 days per calendar year	Deductible & Coinsurance Covered up to 100 days per calendar year	Deductible & Coinsurance Covered up to 100 days per calendar year

Skilled Nursing Facility	\$150 Copay Covered up to 120 days per calendar year	Deductible & Coinsurance Covered up to 120 days per calendar year	Deductible & Coinsurance Covered up to 120 days per calendar year
Hospice	Covered	Deductible & Coinsurance	Deductible & Coinsurance
Outpatient Hospital			
Outpatient Surgery Facility Charges	Covered	Deductible & Coinsurance	Deductible & Coinsurance
Ambulatory Surgery Facility Charges	Covered	Deductible & Coinsurance	Deductible & Coinsurance
Diagnostic Lab & X-ray	Covered	Deductible & Coinsurance	Deductible & Coinsurance
Pre-Admission Testing	Covered	Deductible & Coinsurance	Deductible & Coinsurance
Other Services			
Durable Medical Equipment (DME)	Covered Coverage limited to specific items	Deductible & Coinsurance Coverage limited to specific items	Deductible & Coinsurance Covered limited to specific items
Prosthetics	Covered Coverage limited to specific items	Deductible & Coinsurance Coverage limited to specific items	Deductible & Coinsurance Coverage limited to specific items
Infertility	Covered Unlimited maximum	Deductible & Coinsurance Unlimited maximum	Deductible & Coinsurance Unlimited maximum
Home Health Care	Covered 200 Skilled Nursing visits per calendar year 80 Home Health Aide visits per calendar year	Deductible & Coinsurance 200 Skilled Nursing visits per calendar year 80 Home Health Aide visits per calendar year	Deductible & Coinsurance 200 Skilled Nursing visits per calendar year 80 Home Health Aide visits per calendar year
Prescription Drugs	Managed 3 Tier Rx Retail - \$5 Generic/\$25 Brand/ \$40 Brand Non-Formulary Mail Order - \$0 Generic/\$15 Brand/ \$20 Brand Non-Formulary 100 day supply for retail pharmacy and 100 day supply for Mail Order Prior Authorization, Quantity Limits, Preferred Generic, DUR, NO ED coverage, Specialty pharmacy required, copays apply to diabetic medications and Refill Too Soon @ 85% Unlimited Annual Maximum	Prescription Coverage 30 day supply for retail pharmacy and 90 day supply for Mail Order Prior Authorization, Quantity Limits, DUR, ED @ 6 pills/mo. and Refill Too Soon @ 85% Unlimited Annual Maximum	Prescription Coverage Deductible & Coinsurance 30 day supply for retail pharmacy and 90 day supply for Mail Order Prior Authorization, Quantity Limits, DUR, ED @ 6 pills/mo. and Refill Too Soon @ 85% Unlimited Annual Maximum
Medical Dependent Age Maximum	To age 26- Dependents will be terminated the first of the month following their 26th birthday	To age 26- Dependents will be terminated the first of the month following their 26th birthday	To age 26- Dependents will be terminated the first of the month following their 26th birthday
Dental	Full Dental with Rider A	Full Dental with Rider A	Full Dental with Rider A
Dental Dependent Age Maximum	To age 25- Dependents will be terminated the first of the month following their 25th birthday	To age 25- Dependents will be terminated the first of the month following their 25th birthday	To age 25- Dependents will be terminated the first of the month following their 25th birthday

Wellness Reward Plan for HDHP/HSA

The City will offer each member the opportunity to participate in a wellness plan. The members who voluntarily participate will be required to complete a Health Risk Assessment form and complete an annual physical exam. Upon completion of the physical exam, an attestation form must be completed by the health care provider. If the member completes the above, the City will make available an additional \$250 to be deposited into the member's HSA account.



Employee attestation incentive instructions

Earn extra bucks just for taking extra good care of yourself

Follow these instructions to learn more

Good health is its own reward. We've all heard that before. And it's true. But did you know you can also get financial rewards for taking a few basic steps to staying healthy?

Your commitment to good health can really pay off

Each year, you can get extra money from your employer as an incentive for doing a few things toward good health. Just complete the steps below and you'll get \$250.00 deposited into your Health Savings Account (HSA).

Step 1: Get a yearly checkup with your doctor.

- Get the exams and tests that your doctor feels are right for you based on your age, health and whether you are male or female.
- These might include biometric screenings. Biometric screenings (tests) are simple tests that include checking things like blood pressure, cholesterol levels, triglycerides, sugar levels and body mass index (BMI).
- After you take the exams and tests, your doctor should fill out and sign the Employee Attestation Incentive form that came with this notice and give it back to you.

Step 2: Give the form to your employer's benefits department.

- Your employer will process the form.
- You do not need the results of your biometric tests to hand in your form.

Step 3: After you get your biometric test results, fill out a Health Assessment on our website.

- Go to anthem.com and log in using your Anthem username and password. (If this is your first visit to anthem.com, select Register to complete the registration process. Once you've registered, log in to get started).
- Then simply select the Health & Wellness tab, look for the Health Assessment and fill it out.
- Then you've done everything you need to do.

Step 4: We'll make sure the Health Assessment is filled out and let your employer know.

- Then your extra incentive dollars will be deposited into your HSA.
- Please know that your privacy matters to us. Rest assured, we'll only let your employer know that you
 filled out the Health Assessment. No other health information will be given out. Everything you put in
 the Health Assessment will stay private between you and your health plan.

Have a question about these steps?

Speak with your employer's benefits office.

Need help with your Health Assessment?

Contact our Customer Service department at 1-800-233-4947, Monday - Friday, 8 a.m. - 5 p.m. EST.

It pays to stay healthy. So get started today!

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ATTESTATION FOR WELLNESS INCENTIVE

THE ORIGINAL FORM SHOULD BE RETURNED OR MAILED DIRECTLY TO: CITY OF MILFORD HUMAN RRESOURCES DEPARTMENT 70 West River Street, Milford, CT 06460

ANNUAL ROUTINE PHYSICAL EXAM FORM

Each employee/spouse covered by a High Deductible Health Plan has been asked to have an annual routine physical examination performed during each plan year. This routine physical should consist of the items listed below <u>as deemed appropriate by the employee's/spouse's primary care provider.</u>

Once the exam is complete, please sign and date this form and return it to the patient so they may turn it in to Human Resources. You may also mail the form directly. Please do not fax the form – we need the original signature. Please provide the employee/spouse with biometrical results of their exam and lab work. They may use this information to complete an online Health Risk Assessment with Anthem.

The Routine Physical Exam May Include the Following:

- Preventive Physical Exam, which includes medical and family health history, assessment of lifestyle (diet, stress, exercise, etc.) general system examination (heart, lungs, throat, thyroid, ears, skin, joints, etc.) and measurement of height and weight
- Routine blood and urine screenings
- Cholesterol and lipid level screenings
- Blood glucose screening
- Eye chart vision screening
- Immunizations (tetanus every ten years, others as appropriate)
- Pelvic examination, Pap Smear, and Mammography screenings
- Prostate examination and prostate specific antigen blood test (PSA) (males only)
- Colorectal cancer screening

You, as the health care p	rovider, will determine which one of several type	s of screenings is most
appropriate and at what	age it should be done.	
certify that I performed	a routine physical exam on	and that the
exam included appropria	te screenings.	
Patient's name:		
Physician's Name:		
Date of Physical:		
Physician's Signature:		



City of Milford

Cost of Care Programs

Medical:

- AIM- American Imaging Management (see attached)
- Orthonet- Physical Therapy and Occupational Therapy Management (see attached)

Prescription

- Uses the specialty network for high cost drugs
- Includes edits for Clinically Equivalent Medications which may exclude coverage for certain brand name medications (Proton Pump Inhibitors, NSA's, Adderall & Statins...)
- Diabetic Drugs and Supplies are subject to the 3 tier Rx copays
- No coverage for Erectile Dysfunction drugs such as Cialis or Viagra
- Other edits such as Prior Authorization, Step Therapy and Quantity Limits
- "DAW" MD override not allowed on written script. If brand is required for medical purposes the doctor would obtain a prior authorization. Otherwise the member would be responsible for the difference in cost between the brand and the generic drug.



Anthem Blue Cross and Blue Shield High Cost Diagnostics Quality Management Program- American Imaging Management (AIM)

High Cost Diagnostics (CT, CAT, MRI, MRA, PET, SPECT) – A proven radiology utilization management & quality management program to help improve the quality and appropriateness of radiology services. Prior Authorization will be required for the above non-emergency outpatient imaging services. No other radiology services furnished by a participating provider (such as x-rays, mammography's or ultrasounds) will require prior authorization. The radiology services rendered in an emergency room or rendered in an inpatient setting will not be subject to the prior authorization requirements. As part of the Radiology Quality Management program, clinical consulting services will be provided to physicians and facilities to help promote clinical quality and safety in radiological services.

Anthem Blue Cross & Blue Shield collaborates with American Imaging Management (AIM) to handle overseeing in-network and out-of-network authorization for high cost diagnostics.

What is the prior authorization process for AIM?

Prior authorization will be required for the following non-emergency outpatient imaging services: CT, CAT, MRI, MRA, PET, SPECT. Services rendered that are not prior authorized by AIM will be denied.

Providers can provide notification in one of two forms:

- 1. Phone: Providers can submit imaging requests by contacting AIM's call center toll free at 866-714-1107 Monday thru Friday, 8am- 5pm.
- 2. Website: Ordering providers may submit imaging requests via AIM's ProviderPortal. The ProviderPortal is available 24 hours a day, seven days a week and can be accessed directly at https://providerportal.com, or through a link available on Anthem Online Provider Services (AOPS) at anthem.com.
 - AIM website: www.americanimaging.net/goweb



Anthem Blue Cross and Blue Shield Physical and occupational therapy services-OrthoNet

Frequently asked questions

1. What is OrthoNet's role in the authorization process?

Anthem Blue Cross & Blue Shield collaborates with OrthoNet, LLC. to handle overseeing both in-network and out-of-network outpatient physical and occupational therapy services. OrthoNet will receive all requests for therapy services and then review those services to make sure they are medically necessary and will be covered under your health benefit plan.

2. Does the first visit to my therapy provider need to be authorized?

No. The initial outpatient therapy visit (which will be your initial evaluation) does not require prior authorization. However, future visits do need prior authorization. After your provider submits a treatment plan with clinical data to OrthoNet for review, OrthoNet will review it and either approve or disapprove future sessions. OrthoNet will authorize any additional visits that are medically necessary.

3. What will OrthoNet need in order to approve my sessions?

In order for OrthoNet to review your therapy provider's request, clinical data needs to be sent to OrthoNet by your provider.

4. Who will be reviewing my request at OrthoNet?

Your provider's request for services will be reviewed by a licensed rehabilitation professional. OrthoNet has a medical staff that includes medical directors, who are experienced in the areas of orthopedics, neurology, pediatrics, rehabilitation and sports medicine. All requests will be sent to the proper person for review by OrthoNet.

5. When will I find out about the decision?

OrthoNet understands how important it is to receive your sessions as soon as possible. OrthoNet will respond to all requests within two business days after receiving all the clinical information necessary to make a decision.

6. How will I find out about the decision?

OrthoNet will tell your provider what the decision is by calling the providers office on the telephone and by sending a letter to your provider. In addition, OrthoNet will mail a letter to you with a decision.



Anthem Blue Cross and Blue Shield Physical and occupational therapy services-OrthoNet

7. What if I decide to receive physical or occupational therapy from a provider that is out-of-network?

You will need to get prior authorization after your initial visit in order for your sessions to be covered.

To get prior authorization either you or your provider must first contact OrthoNet by phone and then submit your clinical data either by mail or by fax.

First call OrthoNet at: 888-788-0807

By mail: Anthem Therapy Management Program

c/o OrthoNet
P.O. Box 5046
White Plains NY 106

White Plains, NY 10602-5046

By fax: 888-788-0809

8. What if I decide to receive physical or occupational therapy from an in-network provider that is located outside of Connecticut?

If your services are being given by an in-network provider that is located outside of the states of Connecticut, you will still have to get prior authorization for theses sessions after your initial evaluation. You or your provider will need to contact OrthoNet by phone and then submit the clinical data to OrthoNet either by mail or by fax.

First call OrthoNet at: 888-788-0807

By mail: Anthem Therapy Management Program

c/o OrthoNet P.O. Box 5046

White Plains, NY 10602-5046

By fax: 888-788-9809

9. If I get therapy from a chiropractor do I need prior authorization?

No. Services given by a chiropractor are part of your overall chiropractic treatment. Chiropractic treatment will be covered based on your health plan's chiropractic benefit and you do not have to get prior authorization for those services.

APPENDIX E - Schedule of Dental Benefits



Anthem Blue Cross and Blue Shield of Connecticut

FULL DENTAL PLAN with Amendatory Rider A

The Full Dental Plan covers diagnostic, preventive and restorative procedures necessary for adequate dental health.

COVERED SERVICES INCLUDE:

- □ Oral Examinations 1/36 months
- □ Periapical and bitewing x-rays 1/Year
- ☐ Topical fluoride applications for members under age 19-2/Year
- □ Prophylaxis, including cleaning, scaling and polishing 2/Year
- ☐ Relining of dentures
- Repairs of broken removable dentures
- Palliative emergency treatment
- Routine fillings consisting of silver amalgam and tooth color materials; including stainless steel crowns (primary teeth)*
- □ Simple extractions ***
- Endodontics-including pulpotomy, direct pulp capping and root canal therapy (excluding restoration)
- * Payment for an inlay, onlay or crown will equal the amount payable for a three-surface amalgam filling when the member is not covered by Dental Amendatory Rider A.
- ** Payment for a surgical extraction or a hemisection with root removal will equal the amount payable for a simple extraction when the member is not covered by the Dental Amendatory Rider A.

ACCESSING BENEFITS:

Participating Dentists Benefits

When a member receives care from one of over 1,800 Participating Dentists, he or she simply presents his or her identification card showing dental coverage. The dentist bills us directly for all covered services.

For dental care provided by a Participating Dentist, we will pay the lesser of the dentist's usual charge or the Usual, Customary and Reasonable Charge as determined by us. The dentist accepts our reimbursement as full payment and may not bill the member for any additional charges.

Non-Participating Dentists Benefits

For covered dental services provided by a Non-Participating Dentist, in or out of Connecticut, we pay the lesser of the dentist's charge or the applicable allowance for the procedure, as determined by us. The member is responsible for any difference between the amount paid by us and the fee charged by the dentist.

This does not constitute your health plan or insurance policy. It is only a general description for the purposes of this Request for Proposal, of the Anthem Blue Cross Blue Shield Full Dental Plan. Refer to your Master Group Policy or Description of Benefits, on file with your employer, for a complete listing of benefits, maximums, exclusions and limitations.

Dental Amendatory Rider A

Additional Basic Benefits

In addition to the services provided under your dental program, the following additional basic benefits are provided:

- ♦ Inlays (not part of bridge)
- ♦ Onlays (not part of bridge)
- ♦ Crown (not part of bridge)
- Space Maintainers
- Oral surgery consisting of fracture and dislocation treatment, diagnosis and treatment of cyst and abscess, surgical extractions and impaction
- ♦ Apicoectomy

The dental services listed above are subject to the following qualifications:

We will pay for individual crowns, inlays and onlays only when amalgam or synthetic fillings would not be satisfactory for the retention of the tooth, as determined by us.

We will not pay for a replacement provided less than five (5) years following a placement or replacement which was covered under this Rider. We will not pay for individual crowns, inlays or onlays placed to alter vertical dimension, for the purpose of precision attachment of dentures, or when they are splinted together for any reason.

ACCESSING BENEFITS:

Participating Dentists Benefits

Anthem Blue Cross and Blue Shield will pay the lesser of 50% of the dentist's usual charge or 50% percent of the Usual, Customary and Reasonable Charge, as determined by us, for the dental services described in this Rider. Dentists who participate in our dental programs agree to accept our allowance as full payment and may not bill the member for any additional charges except for the remaining coinsurance balance.

Non-Participating Dentists Benefits

In the event these services are rendered by a non-participating dentist, we will pay to the member the lesser of 50% of the dentist's charge or 50% of the applicable allowance for the procedure as determined by us. The member is responsible for any difference between the amount paid by us and the fee charged by the dentist.

This does not constitute your health plan or insurance policy. It is only a general description for the purposes of this Request for Proposal, of the Anthem Blue Cross and Blue Shield Dental Amendatory Rider A. Refer to your Master Group Policy or Description of Benefits, on file with your employer, for a complete listing of benefits, maximums, exclusions and limitations.

APPENDIX F - Grievance Form

Date Received:	
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City of Milford Grievance Form

The Milford City Hall Employees Association, Local 1303-452

STEP 1: An Employee having a grievance should personally discuss it with his/her immediate supervisor within five (5) working days. If after such discussion, the grievance is not resolved to the Employee's satisfaction, the Employee and such Employee's union representative should submit two (2) copies of this Grievance Form to his/her immediate supervisor within ten (10) days of the incident giving rise to the grievance. The immediate supervisor should not his/her reply on this Grievance Form and return the original to the Employee and/or his/her representative by the end of the following working day. If this answer does not resolve the grievance, it may then proceed to Step 2.

STEP 2: By the end of the following working day of Step 1, the Employee and/or such Employee's union representative should forward his/her copy of the Grievance Form to the department head. The department head shall discuss the grievance with the Employee and/or such Employee's union representative within three (3) working days. The department head should discuss the grievance with the Employee and/or his/her union representative and within three (3) working days of receiving the complaint, note his/her reply in writing. If this answer does not resolve the grievance, it may then proceed to Step 3.

STEP 3: Within five (5) working days of Step 2, the Employee and/or such Employee's representative may submit the grievance to the Human Resources Director. The Human Resources Director shall schedule whatever meetings or make whatever investigations necessary to determine the basis upon which a written decision shall be given within ten (10) days of receipt of the grievance. If this answer does not resolve the grievance, it may then proceed to Step 4.

STEP 4: Within fourteen (14) calendar days, the Employee or such Employee's representative may submit the matter to arbitration by the Connecticut State Labor Board of Mediation and Arbitration. The decision of the arbitration shall be final and binding on the parties.

Instructions:

While completing this form, be sure to include the following applicable points.

- 1. Does the grievance stem from a perceived violation of the working agreement? If so, specifically which one? (Cite article, section, etc.)
- 2. Who is affected?
- 3. What are the circumstances, i.e., when did it happen, where did it happen, etc.?
- 4. What remedy is being sought?

TO: Immediate Supervisor

Section of Agreement believed to have been violated (if applicable):	Article:	Section:	
Date of Incident / Statement of Issue	3:		
Remedy Sought:			
Employee/Union Rep. Signature:		Date:	

Milford City Hall Employees Grievance Form Page 2
Step One
Answer of Immediate Supervisor:
Action taken by Immediate Supervisor:
Signature of Immediate Supervisor: Date:
Reaction to Immediate Supervisor's reply: By employee □ and/or Representative □:
☐ I/we agree or ☐ I/we disagree
Comments:
Step Two: Date Submitted:
Answer of Department Head:
Action taken by Department Head:
Signature of Department Head: Date:
Reaction to Department Head's reply: By employee □ and/or Representative □:
☐ I/we agree or ☐ I/we disagree
Comments:

Milford City Hall I Grievance Form Page 3	
Step Three:	Date Submitted:
Answer of Hum	nan Resources Director:
Action taken by	Human Resources Director:
Signature of Hu	man Resources Director Date:
Reaction to Hur	man Resources Director reply: By employee □ and/or Representative □:
	☐ I/we agree or ☐ I/we disagree
Comments:	
Step Four:	
Submitted to St	ate Board of Mediation and Arbitration? Yes No
Date Submitted	: