COLLECTIVE BARGAINING AGREEMENT

By and Between

City of Milford

and the





UNITED PUBLIC SERVICE EMPLOYEES UNION Local 424 - Unit 97 Milford Supervisors

July 1, 2015 through June 30, 2019

Table of Contents

PREAMBLE		1
ARTICLE I. F	RECOGNITION AND MAINTENANCE OF MEMBERSHIP	1
Section 1.	Recognition	1
Section 2.	Membership	1
ARTICLE II.	DEFINITIONS	1
ARTICLE III.	SERVICE FEE CHECK OFF	2
ARTICLE IV.	VACATION LEAVE	2
Section 1.	Vacation Accrual	2
Section 2.	Vacation Pay	2
Section 3.	Vacation Approval	3
Section 4.	Vacation Carryover	3
Section 5.	Resignation/Retirement	3
Section 6.	Holiday	3
ARTICLE V.	HOLIDAYS	3
Section 1.	Holidays	3
Section 2.	Floating Holiday	4
Section 3.	Holiday Pay	
ARTICLE VI.	SICK LEAVE	
Section 1.	Sick Day Accrual	4
Section 2.	Sick Day Accumulation	5
Section 3.	Charges to Sick Leave Account	
Section 4.	Holiday within Sick Leave Period	
Section 5.	Personal Business	5
Section 6.	Donated Sick Time	5
Section 7.	Medical Certificate	5
Section 8.	Probationary Employees	6
Section 9.	Sick Leave Payout	6
Section 10.	Estate of Deceased Employee	6
	FAMILY MEDICAL LEAVE ACT (FMLA)	
ARTICLE VIII	BEREAVEMENT LEAVE	6
ARTICLE IX.	OTHER LEAVE	7
Section 1.	Jury Duty	7

Section 2.	Military Leave	7
ARTICLE X.	WAGES AND OTHER COMPENSATION	7
Section 1.	Pay Period	7
Section 2.	Wages	7
Section 3.	Merit Increase	8
Section 4	Wastewater Stipend	8
Section 5.	Longevity Pay	8
Section 6.	Workers' Compensation	9
Section 7.	Productivity Bonus	9
Section 8.	Direct Deposit	9
ARTICLE XI	. HOURS OF EMPLOYMENT AND OVERTIME	9
Section 1.	Hours of Work	9
Section 2.	Overtime	10
Section 3.	Overtime Pay	10
Section 4.	Approval of Overtime Required	11
Section 5.	Meal Allowance	11
Section 6.	Call Back	11
ARTICLE XI	I – INSURANCE	12
Section 1.	Active Employee Health Insurance	12
Section 2.	Premium Cost Share	13
Section 3.	Retiree Health Insurance	14
Section 4.	Plan Administrator	15
Section 5.	Waiver of Health Insurance	15
Section 6.	Layoff	15
Section 7.	Governance	15
Section 8.	Life Insurance	15
ARTICLE XII	II. UNION ACTIVITIES	16
Section 1.	Time Off	16
Section 2.	Negotiating Committee	16
Section 3.	Grievances	16
ARTICLE XI	V. GRIEVANCE PROCEDURE	16
Section 1.	Grievance Defined	16
Section 2.	Grievance Procedure	16
Section 3.	Personnel File	18

ARTICLE XV.	PENSION	18
ARTICLE XV	I. MANAGEMENT RIGHTS	18
ARTICE XVII	MISCELLANEOUS	18
Section 1.	Governance	18
Section 2.	Education and Training	19
Section 3.	Safety Shoes	19
ARTICLE XVI	III. EFFECTIVE DATE	19
Section 1.	Duration	19
Section 2.	Intent to Negotiate	20
APPENDIX A	– Job Classifications	A-1
APPENDIX B	– FMLA Policy	A-3
APPENDIX C	– WAGE SCHEDULE	A-10
APPENDIX D	– Longevity Plan	A-14
APPENDIX E	– Schedule of Health Benefits	A-16
APPENDIX F -	- Schedule of Dental Benefits	A-19
APPENDIX G	– Grievance Form	A-21

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 United Public Service Employees Union, Local 424, Unit 97, Milford Supervisors as the sole and exclusive bargaining agent of all Civil Service classified Employees, as defined in Article II hereof, and the positions of Tax Collector, Purchasing Agent, Assessor, and Animal Control Officer who are appointed by the Mayor pursuant to City Charter, ordinance or practice.

Section 2. Membership

The City and the Union agree that each Employee who is a member of the Union shall at the time that this Agreement becomes effective be required to maintain his/her membership for the life of this Agreement, as a condition of employment. Further, each Employee hired, 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 those supervisory employees whose positions are set forth on Schedules B-1, D-1, Y-1, E, F and G attached hereto as Appendix A.

"Union" as used herein shall mean the United Public Service Employees Union, Local 424, Unit 97, Milford Supervisors.

"Unit" as used herein shall mean Local 424, Unit 97, Milford Supervisors.

ARTICLE III. SERVICE FEE CHECK OFF

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

ARTICLE IV. VACATION LEAVE

Section 1. Vacation Accrual

A. Vacation time shall be determined as of the Employee's anniversary date of hire with the City of Milford, and may be taken as earned. Employees shall be granted time off, with pay, according to the following schedule:

Years of Service	Vacation Period
6 months - 1 year	5 days
1 year - 5 years	10 days
6 years	11 days
7 years	12 days
8 years	15 days
9 years	15 days
10 years	15 days
11 years	16 days
12 years	17 days
13 years	18 days
14 years	19 days
15 years	20 days
16 years	21 days
17 years	22 days
18 years	23 days
19 years	24 days
20 years or more	25 days

B. 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.

Section 2. Vacation Pay

Vacation pay shall be equal to the Employee's normal work day/work week pay. Vacation pay shall be paid to the Employee on the payday preceding his/her scheduled vacation period, upon written request. No amount less than a full week's pay may be paid in advance.

Section 3. Vacation Approval

All vacation schedules and changes shall be approved by the department head. No Employee shall be entitled to use more than five (5) consecutive weeks of vacation at any one time.

Section 4. Vacation Carryover

No more than eighty (80) hours of earned vacation standing to the credit of the Employee at his/her anniversary date can be carried over.

Section 5. Resignation/Retirement

An Employee leaving the City of his/her own accord, and who has given proper notice, or who is laid off, shall be paid for all unused, earned vacation time, including pro-rata vacation earned but unused from his/her last anniversary date to the date of termination of employment. An Employee who is discharged or who fails to give proper notice as defined in the Civil Service Rules and Regulations, shall forfeit his/her vacation for the current year only.

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.

ARTICLE V. HOLIDAYS

Section 1. Holidays

A. Employees in Schedules B-1, D-1, Y-1 and F shall be paid for the following holidays:

Memorial Day	Veterans Day
Independence Day	Thanksgiving
Labor Day	Christmas
Columbus Day	(2) Floating Holidays
	Independence Day Labor Day

B. Employees in Schedule E shall be paid for the following holidays:

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

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

Section 2. Floating Holiday

- 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 his/her 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. 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; or
 - (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 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 1/4) working days for each completed month of service. An Employee shall be credited with one and one-quarter (1 1/4) 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 1/4) 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 Day Accumulation

Sick leave shall be accumulated from year to year to a maximum of one hundred thirty (130) days. In cases of extreme hardship resulting from serious illness, a permanent Employee or his/her representative may appeal to the Civil Service Commission for an extension of sick leave. The Civil Service Commission shall review the appeal and, in its discretion, may grant additional sick leave at a rate of pay to be decided by the Commission.

Section 3. Charges to Sick Leave Account

Any charge to the sick leave account shall be as follows: Charges for personal business use shall be in minimum units of one-half (1/2) hour. Charges for sick leave use shall be in minimum units of two (2) hours.

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 from the holiday account.

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 shall be non-cumulative and such use 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. Donated Sick Time

In addition, any Employee shall have the right to transfer any number of days from his/her accumulated sick time to another Employee, if the recipient Employee has exhausted his/her accumulated sick time. This donated sick time shall be credited to the account of the recipient Employee at the dollar value of the donating Employee.

Section 7. Medical Certificate

- 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, in which case the Employee and the Unit president will be notified in writing.
- 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 to two (2) weeks, in which case the Employee and the Unit president will be notified in writing.

C. A medical certificate is required for any period of absence over two (2) weeks.

Section 8. Probationary Employees

Employees who are currently probationary or temporary are not entitled to sick leave.

Section 9. Sick Leave Payout

An Employee who terminates employment with a minimum of ten (10) years of service may, upon the Employee's request, be paid fifty percent (50%) of all accumulated unused sick leave upon termination. An Employee whose employment is terminated through a budgetary layoff, and who has a minimum of ten (10) years of service may, upon the Employee's request, be paid one hundred (100%) of all accumulated unused sick leave upon termination. In the alternative, an Employee who terminates employment with a minimum of ten (10) years of service may, upon the Employee's request be paid one hundred percent (100%) of all accumulated unused sick leave upon the attainment of age fifty-five (55). In the event the Employee has not exercised this option prior to retirement from the City of Milford, he/she shall be paid all accumulated unused sick leave upon retirement.

Section 10. Estate of Deceased Employee

The estate of any Employee with a minimum of ten (10) years service who dies while in the employ of the City of Milford shall be paid all accumulated unused sick leave of said Employee.

ARTICLE VII. FAMILY MEDICAL LEAVE ACT (FMLA)

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

ARTICLE VIII. BEREAVEMENT LEAVE

- A. Each permanent Employee shall be granted up to five (5) working days with pay as a result of the death of the Employee's spouse, child, mother, father, sister or brother.
- B. Each permanent Employee shall be granted up to three (3) working days with pay as a result of the death of the Employee's mother-in-law, father-in-law, step-parent, relative domiciled in the home, grandmother, grandfather or grandchild, sister-in-law, brother-in-law, and spouse of either.
- C. An obituary notice shall be furnished by an Employee requesting bereavement leave, if required by the department head.

ARTICLE IX. OTHER LEAVE

Section 1. Jury Duty

Any Employee in Schedules B-1, D-1, E and Y-1 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 as a member of the jury panel.

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.

ARTICLE X. WAGES AND OTHER 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 and retroactive to July 1, 2015, the wages in effect as of June 30, 2015 shall be increased by two and one quarter percent (2.25%).
 - (2) Effective and retroactive to July 1, 2016, all wages in effect as of June 30, 2016, shall be increased by two and one quarter percent (2.25%).
 - (3) Effective July 1, 2017, all wages in effect as of June 30, 2017 shall be increased by two and one half percent (2.5%) percent.
 - (4) Effective July 1, 2018, all wages in effect as of June 30, 2018 shall be increased by two and one half (2. 5%) percent.
- B. The wages referred to in Section 1A above are appended hereto and are incorporated herein by reference (Appendix C).

Section 3. Merit Increase

In the event a merit increase is not approved by the department head a copy of the form shall be sent to the Employee. The Employee may have the right to appeal the denial to the Civil Service Commission only, notwithstanding any other provisions of this Agreement.

Section 4 Wastewater Stipend

- A. Employees of the wastewater division who also maintain a Class I license shall receive an annual stipend in the total amount of \$1,000, payable in two equal installments of \$500 each on the last pay period of March and September.
- B. Employees of the wastewater division who also maintain a Class II license shall receive an annual stipend in the total amount of \$1,000, payable in two equal installments of \$500 each on the last pay period of March and September.
- C. Employees of the wastewater division who also maintain a Class III license shall receive an annual stipend in the total amount of \$5,000 payable in two equal installments of \$2,500 each on the last pay period in March and September.
- D. Employees of the wastewater division who also maintain a Class IV license shall receive an annual stipend in the total amount of \$7,500 payable in two equal installments of \$3,750 each on the last pay period in March and September.
- E. No Employee shall be entitled to simultaneously receive a stipend under sections A through D above, except that an Employee who also serves as chief operator and/or superintendent of the Beaverbrook Wastewater Treatment Plant shall receive an additional annual stipend in the total amount of \$3,000 payable in two equal installments of \$1,500 each on the last pay period in March and September and an Employee who also serves as chief operator and/or superintendent of the Housatonic Wastewater Treatment Plant shall receive an additional annual stipend in the total amount of \$5,000 payable in two equal installments of \$2,500 each on the last pay period in March and September .
- F. In order to be eligible for any stipend set forth above, an Employee must be employed with the City and must have been employed for a period of at least one (1) year at the time the stipend becomes due and payable.

Section 5. Longevity Pay

The Longevity Plan is appended hereto and is incorporated herein by reference and made a part of this Agreement (Appendix D). Employees hired on or after the ratification of this Agreement, November 8, 2016, shall not be entitled to Longevity as set forth herein.

Section 6. 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 7. 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 dollar (\$300.00) separate lump sum payment.

Section 8. Direct Deposit

Management shall 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 AND OVERTIME

Section 1. Hours of Work

- A. Employees in Schedules D-1 and F. The regular working day of all classified salaried Employees in Schedule D-1 and the Employees in Schedule F shall be seven and one-half (7 1/2) hours and the regular work week shall be thirty-seven and one-half (37 1/2) hours. The hourly rate of all salaried Employees in Schedules D-1 and F shall be determined by dividing the Employee's regular weekly pay by thirty-seven and one-half (37 1/2) hours.
- B. Employees in Schedule B-1. The regular working day of all classified salaried Employees in Schedule B-1 shall be seven and one-half (7 1/2) hours and the regular work week shall be thirty-seven and one-half (37 1/2) hours. The hourly rate of all classified salaried Employees in Schedule B-1 shall be determined by dividing the Employee's regular weekly pay by thirty-seven and one-half (37 1/2) hours.
- C. Employees in Schedule E and G. The regular working day of all classified salaried Employees in Schedule E shall be eight (8) hours and the regular work week shall be forty (40) hours. The hourly rate of all classified salaried Employees in Schedule E shall be determined by dividing the Employee's regular weekly pay by forty (40) hours.
- D. Employees in Schedule Y-1. The regular working day of all classified salaried Employees in Schedule Y-1 shall vary and is not definable for purposes of paying or establishing overtime; and the regular work week shall be thirty-seven and one-half (37 1/2) hours. The hourly rate of all classified salaried Employees in Schedule Y-1 shall be determined by dividing the Employee's regular weekly pay by thirty-seven and one-half (37 1/2) hours.
- E. Employees in all Schedules set forth in A through D above. Effective at signing, management may implement evening hours, up to once per week, for those offices where permits

to the public are issued and those whose support services are necessary for the permit issuance. Prior to implementation of such evening hours management shall meet with the Union to work out a pilot program regarding scheduling and to ensure that responsibility for staffing is equitable. Employees working the evening hours will adjust their work schedules by taking compensatory time off at straight time or "flexed hours" during the same week as the scheduled evening hours.

F. Employees that hold the following supervisor positions (Superintendent Building Maintenance, Foreman - Building Maintenance, Custodial Foreman - Nights, Garage Foreman, Foreman - Highway / Parks and Foreman Sanitation) shall be permitted to supervise employees in Highway / Parks, Solid Waste, Building Maintenance and Garage Divisions of Public Works at any time and without additional compensation if during normal working hours, unless performing work in a higher classification, if qualified, in which case he / she shall receive the pay of the higher classification. Notwithstanding the foregoing, additional supervisor(s) shall be required at such times as there are more than six employees working from any one division and more than thirteen employees working from the Department.

Section 2. Overtime

- A. Overtime for all classified salaried Employees in Schedule D-1 and E shall be those hours which are worked before or after such regular, registered work schedules as established according to Article XII, Section 1.b. of the Civil Services Rules and Regulations, and shall include all hours actually worked in excess of such Employee's regular working day and regular work week, as those terms are defined in Article XI, Section 1 of this Agreement.
- B. Overtime for all classified salaried Employees in Schedule Y-1 shall be those hours actually worked in excess of thirty-seven and one-half (37 1/2) hours in any weekly pay period.
- C. Overtime hours for all classified salaried Employees in Schedule B-1 shall be those hours which are worked before or after such regular, registered work schedules as established according to Article XII, Section 1.b. of the Civil Service and Regulations and shall include all hours actually worked over seven and one-half (7 1/2) hours in any twenty-four (24) hour pay period or all hours actually worked over thirty-seven and one-half (37 1/2) hours in any weekly pay period.
- D. The Union agrees that a department head may require Employees to change the schedules set forth in Section 1 of this Article in order to flex the weekly or daily hours in a given week, in lieu of overtime, in order for Employees to attend required evening meetings or work a particular assignment outside of normal work hours.

Section 3. Overtime Pay

A. For Employees in the positions of Wastewater Supervisor of Technical Services payment of overtime shall be made as follows:

- (1) Payment for time worked over eight (8) hours paid in any twenty-four (24) hours paid in any weekly pay period shall be made at one and one-half (1-1/2) times the regular hourly rate of the Employee.
- (2) Payment for work performed on Saturday shall be made at one and one-half (1-1/2) times the regular hourly rate of the Employee for the hours worked except where Saturday is part of the regular work schedule.
- (3) Payment for work performed on Sunday except where Sunday is part of the regular work schedule shall be made at twice the hourly rate of the Employee.
- B. For all other Employees in Schedule B-1, D-1, E, F and Y-1, labor grades 48 and above, and Employees in Schedule F, payment of overtime shall be made at the Employee's regular hourly rate. Overtime is defined in Section 2 of this Article.
- C. Payment of overtime for Employees in Schedule B-1, D-1, E, G and Y-1, labor grades 47 and below, and Employees in Schedule G, shall be at one and one-half (1 1/2) times the Employee's regular hourly rate upon prior approval by the department head. Overtime is defined in Section 2 of this Article.

Section 4. Approval of Overtime Required

- A. All overtime for employees in Schedules D-1, E, and Y-1 shall be approved in writing, in advance, by the department head and the Mayor or the Mayor's designee; except that the prior approval of the Mayor or the Mayor's designee need not be obtained when, in the reasonable opinion of the department head, overtime is necessitated by a bonafide emergency and the prior approval of the Mayor or the Mayor's designee cannot reasonably be obtained without: (i) endangering the welfare or well-being of the City; (ii) disrupting the delivery of essential City services; (iii) unreasonably causing the City to lose money.
- B. In the event the prior approval of the Mayor or the Mayor's designee has not been obtained for overtime due to a bonafide emergency, the department head shall present written justification for said overtime to the Mayor or the Mayor's designee as soon as reasonably possible, but not later than forty-eight (48) hours.

Section 5. Meal Allowance

Foremen, Superintendents, and the Supervisor of Technical Services in the Public Works Department, who engage in emergency work for snow removal, flood, hurricanes, or dump fires, will receive Five Dollars (\$5.50) meal money for each six (6) hour period completed after three-thirty (3:30) p.m. and in any six (6) hour period on Saturday or Sunday.

Section 6. Call Back

Employees called back to work shall be guaranteed a minimum of three (3) hours pay at their regular hourly rate.

<u>ARTICLE XII – INSURANCE</u>

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 (dependent child coverage as required by law). 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 lump sum in the first payroll of the 2016/2017 fiscal year; fifty five percent (55%) of the applicable HDHP/HSA deductible in one lump sum in the first payroll of the 2017/2018 fiscal year; and fifty percent (50%) of the applicable HDHP/HSA deductible in two payments, the first of which will be in the first payroll of the 2018/2019 fiscal year and the second in the first payroll of the 2019 calendar 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 members 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 will provide for 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 the Agreement as Appendix F.
- 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 presently on the payroll 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 July 1, 2016, the premium cost share for those enrolled in the PPO Plan shall be eight (8%) percent, except as provided in subsection (3) below.
- (b) Effective July 1, 2017, the premium cost share for those enrolled in the PPO Plan shall be ten (10%) percent, except as provided in subsection (3) below.
- (c) Effective July 1, 2018, the premium cost share for those enrolled in the PPO Plan shall be twelve (12%) percent, except as provided in subsection (3) below.

(2) HDHP/HSA

- (a) Effective July 1, 2016, 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/HSA 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 plans 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 prior to implementing any substitute plan.

Section 5. Waiver of Health Insurance

Employees not otherwise eligible for dependent health insurance benefits through any plan paid for by the City shall have the option of waiving all health insurance benefits as provided herein. Any Employee who elects to waive all 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 Section 1 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. The cost of a Group Life Insurance Plan in the amount of ten thousand (\$10,000) dollars for Employees hired on or before the ratification of this Agreement, November 8, 2016, and retired under the Pension Plan of the City of Milford shall be paid for by the City.

ARTICLE XIII. UNION ACTIVITIES

Section 1. Time Off

For the period of this Agreement Unit officers or their designees collectively shall be granted up to a total of twenty (20) days a year without loss of pay to participate in Union conventions and to participate in seminars, provided that 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.

Section 2. Negotiating Committee

- A. Reasonable time off shall be granted to five (5) members of the negotiating committee for purposes of negotiating a contract.
- B. For the purposes of this Article only, the term "negotiating a contract" 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.

Section 3. Grievances

Unit officers, or if said officers are unavailable, their duly appointed representatives, shall be allowed a reasonable time off for processing Unit grievances without loss of pay, provided that such time off is recorded on the Employee's record and a record of such activity is submitted to the Civil Service Commission on forms approved by the Commission.

ARTICLE XIV. GRIEVANCE PROCEDURE

Section 1. Grievance Defined

In the event that a difference arises between the City of Milford, the Unit, 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 he/she 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 G) to his/her immediate supervisor and one (1) copy directly to the Civil Service Commission within ten (10) working days.

- (2) The supervisor should note his/her reply on the grievance statement and return the original to the Employee and/or his/her representative within three (3) working days.
- In the event the Employee's immediate supervisor is also the department head, the Employee should skip to Step Three below.

Step Two:

- (1) If the Employee and/or his/her representative are not satisfied with his/her immediate supervisor's reply, he/she and/or his/her representative should forward his/her copy to the department head within five (5) working days.
- (2) The department head should discuss the grievance with the Mayor.
- (3) 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, note 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) days of receipt of the grievance.

Step Four:

- (1) Either party may request the State Board of Mediation and Arbitration to provide Mediation/Arbitration Services within fourteen (14) calendar days of the written decision of the Human Resources Director or the last mediation session, whichever is later.
- (2) The decision of the Arbitrator shall be final and binding upon both parties.

- (3) The authority of the Arbitrator shall be limited to the application and interpretation of this Agreement. They shall have no authority to add or subtract from this Agreement,
- B. Any grievance concerning discharge or suspension of an Employee shall commence at Step Three.
- C. Failure by an Employee to process the grievance within the time limits established above presumes that it has been satisfactorily resolved at the last step to which it has been properly processed.
 - D. The time limits above may be waived by agreement of the parties in writing.
- E. 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, disciplinary action shall be removed from the personnel file as follows: verbal warning after one (1) year; written warning after two (2) years; and suspension after three (3) years; provided, however, that there has been no discipline for a related offense within that period, and upon receipt of permission pursuant to the state records retention statutes.

ARTICLE XV. PENSION

Nothing contained in this Agreement shall preclude negotiations during the terms of this Agreement between the City and the Unit 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, ordinances and the rules and regulations of the Civil Service Commission of the City of Milford; 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 in 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 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, but not drivers' licenses or CDL's, 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 Five Hundred (\$500.00) Dollars per fiscal year, per Employee, without the prior approval of the Mayor.

Section 3. Safety Shoes

Foremen, Superintendents, and the Supervisor of Technical Services Waste Water, and Solid Waste Operations Division, Building Maintenance and Highway/Parks only of the Public Works Department will receive Seventy-Five (\$75.00) Dollars annually at the commencement of each fiscal year upon proof of purchase of safety shoes which shall be worn as a condition of employment. Said amount shall be increased from Seventy-Five dollars (\$75.00) to One Hundred dollars (\$100) on 7-1-16 and to One Hundred Twenty-Five dollars (\$125) on 7-1-17.

ARTICLE XVIII. EFFECTIVE DATE

Section 1. Duration

This Agreement shall be in full force and effect except as herein otherwise provided, for a period from July 1, 2015, to June 30, 2019, and for each year thereafter, unless notice is given as hereinafter provided.

Section 2. Intent 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. In any subsequent year such notice shall be given no earlier than January 2^{nd} nor later than February 1^{st} of each year.

CITY OF MILFORD,	UNITED PUBLIC SERVICE EMPLOYEES UNION, LOCAL 424, UNIT 97, MILFORD SUPERVISORS
By:	By:
	By: Thomas Hunt, President, Unit 97
Dated:	Dated: 17/1/16

APPENDIX A - Job Classifications

Schedule B-1

Grade 24 None

Grade 25 None

Grade 26 None

Grade 27 None

Grade 28 Public Works Office Public Works Administrator

Schedule D-1

Grade 43 None

Grade 44 None

Finance Grade 45 Deputy Tax Collector

Grade 46 None

Grade 47 None

Grade 48 None

Grade 49 None

Grade 53

Grade 50 Finance Deputy Assessor

Grade 51 Finance Treasurer/Payroll Administrator

Grade 52 Permitting & Land Use Chief Building Inspector

City Planner City Engineer

Engineering

MIS MIS Coordinator

Health Chief, Environmental Services

Director of Nursing

Schedule E

Grade 45 Building Maintenance

Foreman, Night Custodian

Grade 47

Highway/Parks

Solid Waste Operations

Wastewater

Foreman

Foreman

Supervisor Technical Services

Grade 48

Building Maintenance

Garage

Wastewater

Foreman, Maintenance

Foreman

Foreman, Wastewater

Foreman, Collection System

Grade 49

None

Grade 50

Building Maintenance

Wastewater

Superintendent Superintendent

Grade 51

None

Grade 53

None

Schedule F

Finance

Assessor

Purchasing Agent Tax Collector

Schedule G

Animal Control

Animal Control Officer

Schedule Y-1

Grade 48

Library

Assistant Director

APPENDIX B - 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 III 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:
 - 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) inperson 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.

APPENDIX C – WAGE SCHEDULE

MILFORD SUPERVISORS JULY 1, 2015 - JUNE 30, 2016

			SCHEDULE B-1		144 391 GLV11384	
GRADE	MINIMUM	STEP 1	STEP 2	STEP 3	STEP 4	
24	708.87	734.09	759.68	784.98	810.67	852.59
25	759.66	789.19	818.90	848.38	878.02	925.79
26	827.34	859.41	891.69	923.91	956.16	1,008.36
27	898.59	934.49	970.48	1,006.32	1,042.24	1,099.75
28	970.48	1,011.60	1,052.81	1,094.14	1,135.44	1,200.44
			SCHEDULE D-1			
GRADE	MINIMUM	STEP 1	STEP 2	STEP 3	STEP 4	MAXIMUM
43	725.62	753.11	780.64	807.96	835.31	880.11
44	767.96	799.53	831.05	862.58	894.03	944.30
45	806.54	841.61	876.83	911.82	947.07	982.12
46	889.64	927.30	964.97	1,002.67	1,040.39	1,099.75
47	961.34	1,002.67	1,043.91	1,085.19	1,126.53	1,191.13
48	1,033.23	1,079.75	1,126.53	1,173.06	1,219.78	1,291.83
49	1,113.92	1,165.84	1,217.84	1,269.97	1,322.07	1,401.56
50	1,203.68	1,262.89	1,321.91	1,381.31	1,440.20	1,529.63
51	1,302.28	1,366.72	1,431.53	1,495.88	1,560.69	1,657.68
52	1,409.90	1,479.89	1,549.89	1,620.25	1,689.65	1,795.08
53	1,526.50	1,601.73	1,677.16	1,752.54	1,827.89	1,941.52
			SCHEDULE E			
GRADE	MINIMUM	STEP 1	STEP 2	STEP 3	STEP 4	MAXIMUM
45	873.44	907.89	949.67	987.56	1,025.65	1,085.05
47	1,025.52	1,069.57	1,113.52	1,157.51	1,201.63	1,270.63
48	1,111.49	1,151.76	1,201.63	1,251.34	1,301.21	1,377.88
49	1,188.20	1,243.57	1,299.13	1,354.56	1,410.12	1,494.92
50	1,283.89	1,346.92	1,410.05	1,473.31	1,536.26	1,631.65
51	1,389.15	1,457.87	1,526.96	1,595.61	1,664.73	1,768.20
53	1,628.27	1,708.59	1,788.96	1,869.30	1,949.72	2,070.97
			SCHEDULE F			
POSITION		STEP 1	STEP 2	STEP 3		
Assessor		1,809.92	1,862.08	1,952.88		
Purchasing	Agent	1,196.47	1,240.88	1,410.44		
Tax Collecto	or	1,189.56	1,233.69	1,303.76		
			SCHEDULE G			
POSITION		MINIMUM	STEP 1	STEP 2	STEP 3	MAXIMUM
Animal Conf	trol Officer	1,057.65	1,093.36	1,128.96	1,164.66	1,223.66
			SCHEDULE Y-1	ATTENDED TO A TOTAL AND A		
CDADE	MINIMUM	STEP 1	STEP 2	STEP 3	STEP 4	MAXIMUM
GRADE 48	1,033.23	1,079.75	1,126.53	SILF 3	SILF 4	INIMAMINIOINI

MILFORD SUPERVISORS JULY 1, 2016 - JUNE 30, 2017

			SCHEDULE B-1			
GRADE	MINIMUM	STEP 1	STEP 2	STEP 3	STEP 4	MAXIMUM
24	724.82	750.61	776.77	802.64	828.91	871.77
25	776.75	806.95	837.33	867.47	897.78	946.62
26	845.96	878.75	911.75	944.70	977.67	1,031.05
27	918.81	955.52	992.32	1,028.96	1,065.69	1,124.49
28	992.32	1,034.36	1,076.50	1,118.76	1,160.99	1,227.45
	Programa (SCHEDULE D-1			
GRADE	MINIMUM	STEP 1	STEP 2	STEP 3	STEP 4	MAXIMUM
43	741.95	770.05	798.20	826.14	854.10	899.91
44	785.24	817.52	849.75	881.99	914.15	965.55
45	824.69	860.55	896.56	932.34	968.38	1,004.22
46	909.66	948.16	986.68	1,025.23	1,063.80	1,124.49
47	982.97	1,025.23	1,067.40	1,109.61	1,151.88	1,217.93
48	1,056.48	1,104.04	1,151.88	1,199.45	1,247.23	1,320.90
49	1,138.98	1,192.07	1,245.24	1,298.54	1,351.82	1,433.10
50	1,230.76	1,291.31	1,351.65	1,412.39	1,472.60	1,564.05
51	1,331.58	1,397.47	1,463.74	1,529.54	1,595.81	1,694.98
52	1,441.62	1,513.19	1,584.76	1,656.71	1,727.67	1,835.47
53	1,560.85	1,637.77	1,714.90	1,791.97	1,869.02	1,985.20
			SCHEDULE E			
GRADE	MINIMUM	STEP 1	STEP 2	STEP 3	STEP 4	MAXIMUM
45	893.09	928.32	971.04	1,009.78	1,048.73	1,109.46
47	1,048.59	1,093.64	1,138.57	1,183.55	1,228.67	1,299.22
48	1,136.50	1,177.67	1,228.67	1,279.50	1,330.49	1,408.88
49	1,214.93	1,271.55	1,328.36	1,385.04	1,441.85	1,528.56
50	1,312.78	1,377.23	1,441.78	1,506.46	1,570.83	1,668.36
51	1,420.41	1,490.67	1,561.32	1,631.51	1,702.19	1,807.98
53	1,664.91	1,747.03	1,829.21	1,911.36	1,993.59	2,117.57
			SCHEDULE F			
POSITION		STEP 1	STEP 2	STEP 3		
Assessor		1,850.64	1,903.98	1,996.82		
Purchasing	Agent	1,223.39	1,268.80	1,442.17		
Tax Collecto	or	1,216.33	1,261.45	1,333.09		
			SCHEDULE G			
POSITION		MINIMUM	STEP 1	STEP 2	STEP 3	MAXIMUM
	A1 Off	1,081.45	1,117.96	1,154.36	1,190.86	1,251.19
Animal Con	troi Officer	1,001.10				
	troi Officer	.,	SCHEDULE Y-1			
	MINIMUM	STEP 1		STEP 3	STEP 4	MAXIMUM

MILFORD SUPERVISORS July 1, 2017 to June 30, 2018

			SCHEDULE B-1			
GRADE	MINIMUM	STEP 1	STEP 2	STEP 3	STEP 4	MAXIMUM
24	742.94	769.38	796.19	822.71	849.63	893.56
25	796.17	827.12	858.26	889.16	920.22	970.29
26	867.11	900.72	934.54	968.32	1,002.11	1,056.83
27	941.78	979.41	1,017.13	1,054.68	1,092.33	1,152.60
28	1,017.13	1,060.22	1,103.41	1,146.73	1,190.01	1,258.14
			SCHEDULE D-1			
GRADE	MINIMUM	STEP 1	STEP 2	STEP 3	STEP 4	MAXIMUM
43	760.50	789.30	818.16	846.79	875.45	922.41
44	804.87	837.96	870.99	904.04	937.00	989.69
45	845.31	882.06	918.97	955.65	992.59	1,029.33
46	932.40	971.86	1,011.35	1,050.86	1,090.40	1,152.60
47	1,007.54	1,050.86	1,094.09	1,137.35	1,180.68	1,248.38
48	1,082.89	1,131.64	1,180.68	1,229.44	1,278.41	1,353.92
49	1,167.45	1,221.87	1,276.37	1,331.00	1,385.62	1,468.93
50	1,261.53	1,323.59	1,385.44	1,447.70	1,509.42	1,603.15
51	1,364.87	1,432.41	1,500.33	1,567.78	1,635.71	1,737.35
52	1,477.66	1,551.02	1,624.38	1,698.13	1,770.86	1,881.36
53	1,599.87	1,678.71	1,757.77	1,836.77	1,915.75	2,034.83
			SCHEDULE E			
GRADE	MINIMUM	STEP 1	STEP 2	STEP 3	STEP 4	MAXIMUM
45	915.42	951.53	995.32	1,035.02	1,074.95	1,137.20
47	1,074.80	1,120.98	1,167.03	1,213.14	1,259.39	1,331.70
48	1,164.91	1,207.11	1,259.39	1,311.49	1,363.75	1,444.10
49	1,245.30	1,303.34	1,361.57	1,419.67	1,477.90	1,566.77
50	1,345.60	1,411.66	1,477.82	1,544.12	1,610.10	1,710.07
51	1,455.92	1,527.94	1,600.35	1,672.30	1,744.74	1,853.18
53	1,706.53	1,790.71	1,874.94	1,959.14	2,043.43	2,170.51
			SCHEDULE F			
POSITION		STEP 1	STEP 2	STEP 3		
Assessor		1,896.91	1,951.58	2,046.74		
Purchasing	_	1,253.97	1,300.52	1,478.22		
Tax Collecto	or	1,246.74	1,292.99	1,366.42		
			SCHEDULE G			
POSITION		MINIMUM	STEP 1	STEP 2	STEP 3	MAXIMUM
Animal Con	trol Officer	1,108.49	1,145.91	1,183.22	1,220.63	1,282.47
			SCHEDULE Y-1			
GRADE	MINIMUM	STEP 1	STEP 2	STEP 3	STEP 4	MAXIMUM
48	1,082.89	1,131.64	1,180.68	1,229.45	1,278.41	1,353.93

MILFORD SUPERVISORS July 1, 2018 to June 30, 2019

			SCHEDULE B-1			
GRADE	MINIMUM	STEP 1	STEP 2	STEP 3	STEP 4	MAXIMUM
24	761.51	788.61	816.09	843.28	870.87	915.90
25	816.07	847.80	879.72	911.39	943.23	994.55
26	888.79	923.24	957.90	992.53	1,027.16	1,083.25
27	965.32	1,003.90	1,042.56	1,081.05	1,119.64	1,181.42
28	1,042.56	1,086.73	1,131.00	1,175.40	1,219.76	1,289.59
			SCHEDULE D-1			
GRADE	MINIMUM	STEP 1	STEP 2	STEP 3	STEP 4	MAXIMUM
43	779.51	809.03	838.61	867.96	897.34	945.47
44	824.99	858.91	892.76	926.64	960.43	1,014.43
45	866.44	904.11	941.94	979.54	1,017.40	1,055.06
46	955.71	996.16	1,036.63	1,077.13	1,117.66	1,181.42
47	1,032.73	1,077.13	1,121.44	1,165.78	1,210.20	1,279.59
48	1,109.96	1,159.93	1,210.20	1,260.18	1,310.37	1,387.77
49	1,196.64	1,252.42	1,308.28	1,364.28	1,420.26	1,505.65
50	1,293.07	1,356.68	1,420.08	1,483.89	1,547.16	1,643.23
51	1,398.99	1,468.22	1,537.84	1,606.97	1,676.60	1,780.78
52	1,514.60	1,589.80	1,664.99	1,740.58	1,815.13	1,928.39
53	1,639.87	1,720.68	1,801.71	1,882.69	1,963.64	2,085.70
			SCHEDULE E			
GRADE	MINIMUM	STEP 1	STEP 2	STEP 3	STEP 4	MAXIMUM
45	938.31	975.32	1,020.20	1,060.90	1,101.82	1,165.63
47	1,101.67	1,149.00	1,196.21	1,243.47	1,290.87	1,364.99
48	1,194.03	1,237.29	1,290.87	1,344.28	1,397.84	1,480.20
49	1,276.43	1,335.92	1,395.61	1,455.16	1,514.85	1,605.94
50	1,379.24	1,446.95	1,514.77	1,582.72	1,650.35	1,752.82
51	1,492.32	1,566.14	1,640.36	1,714.11	1,788.36	1,899.51
53	1,749.19	1,835.48	1,921.81	2,008.12	2,094.52	2,224.77
			SCHEDULE F			
POSITION		STEP 1	STEP 2	STEP 3		
Assessor		1,944.33	2,000.37	2,097.91		
Purchasing		1,285.32	1,333.03	1,515.18		
Tax Collecto	or	1,277.91	1,325.31	1,400.58		
			SCHEDULE G			
POSITION		MINIMUM	STEP 1	STEP 2	STEP 3	MAXIMUM
Animal Con	trol Officer	1,136.20	1,174.56	1,212.80	1,251.15	1,314.53
			SCHEDULE Y-1			
GRADE	MINIMUM	STEP 1	STEP 2	STEP 3	STEP 4	MAXIMUM
48	1,109.96	1,159.93	1,210.20	1,260.19	1,310.37	1,387.78

APPENDIX D – Longevity Plan

- <u>Section 1.</u> The Longevity Pay Plan covers all Employees in the bargaining unit, hired on or before ratification of the Collective Bargaining Agreement, which occurred on November 8, 2016, as defined in Article II who qualify.
- <u>Section 2.</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.
- <u>Section 3.</u> 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/her for Longevity Pay hereunder.
- **Section 4:** 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 5. 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 6.</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/she 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/she is regularly scheduled to perform such overtime work.

<u>Section 7.</u> 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 he/she 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.

<u>Section 8.</u> Once an eligible Employee qualifies for Longevity Pay at any step set forth in Section 4 hereof, he/she 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/she qualifies for payment under a higher step.

<u>Section 9.</u> Longevity Pay earned by any eligible Employee or receipt by said Employee shall not be construed, under any circumstances, to entitle him/her to overtime or recall pay and/or other fringe benefits resulting therefrom.

APPENDIX E - Schedule of Health Benefits

BENEFIT Created 5/12/2016	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	数。2008年第一次		
	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
	\$250 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
	\$100 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	Employer Funding in HSA:	Employer Funding for HRA:
	Out-of-Network Out-of-Pocket 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 every 2 years	Covered once every 2 years	Covered once every 2 years
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 & Coinsuran		
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	& 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)	\$250 Copay	Deductible & Coinsurance	Deductible & Coinsurance	
Ancillary Services (Medication, Supplies)	Covered	Deductible & Coinsurance	Deductible & Coinsurance	
Psychiatric	\$250 Copay	Deductible & Coinsurance	Deductible & Coinsurance	
Substance Abuse/ Detox	\$250 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	\$250 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	于1000年1月1日 1000年1月1日 1000年1月 1000			
Outpatient Surgery Facility Charges	\$100 Copay	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 \$5 Generic/\$25 Listed Brand/ \$40 Non-Listed Brand 2x Mail Order 100 day supply for retail pharmacy and 100 day supply for Mail Order Prior Authorization, Quantity Limits, DUR, ED @ 6 pills/mo. and Refill Too Soon @ 85% \$1,500 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 22- Dependents will be terminated the first of the month following their 22nd birthday	To age 22- Dependents will be terminated the first of the month following their 22nd birthday	To age 22- Dependents will be terminated the first of the month following their 22nd birthday	

APPENDIXF - 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
- 00 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 G – Grievance Form

Date Received:

City of Milford Grievance Form Local 424, Unit 97, Milford Supervisors

STEP 1: An Employee having a grievance should personally discuss it with immediate supervisor within 5 working days from date of occurrence. If answer is not satisfactory Employee and/or representative should submit 2 copies of this form to immediate supervisor and 1 copy to Civil Service Commission within 10 working days. Supervisor should note reply on this form and return original to Employee and/or representative within 3 working days. If this answer does not resolve grievance, it may then proceed to Step 2, except in the event immediate supervisor is Department Head skip to Step 3.

STEP 2: If Employee and/or representative are not satisfied with immediate supervisor's reply, Employee and/or representative should forward this form to Department Head within 5 working days. Department Head should discuss grievance with Mayor. Department Head should discuss grievance with Employee and/or representative within 3 working days of receiving this form and note his/her reply in writing. If this answer does not resolve grievance, it may then proceed to Step 3.

STEP 3: Employee and/or representative may submit this form to Human Resources Director within 5 working days of written answer from prior step. Human Resources Director shall schedule whatever meetings and/or make whatever investigations necessary to determine basis upon which a written decision shall be given within 10 days of receipt of this grievance form. If this answer does not resolve the grievance, it may then proceed to Step 4.

STEP 4: Either party may request the State Board of Mediation and Arbitration to provide mediation/arbitration services within 14 calendar days of the written decision of the Human Resources Director or the last mediation session, whichever is later. The decision of the Arbitrator shall be final and binding.

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:	
Statement of Problem:			
Damada Canakt			
Remedy Sought:			
Employee/Union Rep. Signature:		Date:	

Milford Supervisors Grievance Form Page 2	
<u>Step One</u>	
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 l	□:
\square I/we agree or \square I/we disagree	
Comments:	
Step Two	
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 Supervisors Grievance Form Page 3
Step Three:
Answer of Human Resources Director:
Action taken by Human Resources Director:
Signature of Human Resources Director: Date:
Reaction to Human Resources Director's reply: By Employee □ and/or Representative □:
☐ I/we agree or ☐ I/we disagree
Comments:
Submitted to State Board of Mediation and Arbitration? ☐ Yes ☐ No
Date Submitted: