

COLLECTIVE BARGAINING AGREEMENT

By and Between

CITY OF MILFORD



and the



UNITED PUBLIC SERVICE EMPLOYEES UNION

Local 424 - Unit 96

Milford Public Works Employees

July 1, 2015 through June 30, 2019

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

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ARTICLE I - RECOGNITION AND MAINTENANCE OF MEMBERSHIP

Section 1. Recognition

(a) The City of Milford, hereinafter referred to as the City, hereby recognizes United Public Service Employees Union, Local 424, Unit 96, Milford Department of Public Works, hereinafter referred to as the "Union," as representing all full-time, hourly-rated classified employees of the City of Milford, Public Works Department, Highway / Parks, Solid Waste, Wastewater, Building Maintenance, Animal Control, and clerical employees, as certified by the State Board of Labor Relations Decision #4807 and as such job classifications are more specifically set forth in Appendix A attached hereto.

(b) The City agrees to recognize the Union as the sole and exclusive bargaining agent of all full-time, hourly-rated classified employees (except supervisory personnel), in the Public Works Department, Highway / Parks, Solid Waste, Wastewater Building Maintenance, Animal Control, and clerical employees, as certified by the State Board of Labor Relations Decision #4807.

Section 2. Membership

It shall be a condition of employment that each employee covered by this agreement shall become a member of the Union or pay a service fee during the term of this Agreement within sixty (60) days from his or her date of hire or the effective date of this Agreement, whichever is later. The service fee shall be in an amount determined by the Union in accord with the applicable law.

Section 3. Dues Deduction

The City agrees to deduct from the pay of each employee who has signed an authorized payroll deduction card, a sum certified by the Secretary of the Union as a service fee. Such deduction will be periodically made from the payroll and the total deductions so made shall be delivered to the Union Treasurer. Such deduction shall continue for the duration of this Agreement and/or any extension hereof.

ARTICLE II - SENIORITY AND PROBATIONARY PERIOD

Section 1. Probationary Period

(a) Each new employee shall serve a probationary period of one hundred twenty (120) calendar days. No employee shall have seniority rights during his or her probationary period. The Grievance Procedure shall not apply to the dismissal of newly hired probationary employees.

(b) Each employee who has worked one hundred twenty (120) calendar days, as required above, shall be known as a regular employee and his or her probationary period shall be considered part of his or her seniority time. No employee, however, shall be considered a regular employee if there is no provision in the budget for the position which he or she holds.

Section 2. Seniority List

Each department shall establish a seniority list, a copy of which shall be given to the Union annually.

Section 3. Vacancies

(a) When a vacancy exists in a bargaining unit position, it shall be posted as follows: Notice shall be posted for a period not to exceed five (5) working days on all bulletin boards within each division as well as the Civil Service Commission (hereinafter the "Commission") bulletin board and the City Hall bulletin board. Said notice shall contain a directive to the clerk of each division setting forth the specific dates of posting. Before a bargaining unit position is opened to outside the bargaining unit and after re-employment, promotion and transfer has been offered to applicants from within the bargaining unit, the most senior individual within the bargaining unit may take a voluntary demotion if he or she is otherwise qualified.

(b) Any employee may be temporarily transferred to a job for which he or she is qualified for a period not to exceed thirty (30) consecutive calendar days. The Commission must review and approve any extension of temporary transfer or temporary assignment to a job of a higher nature than that in which the employee is presently serving. Such certified or qualified employee, when temporarily transferred, shall be paid as follows: (1) if the grade of work is lower than his or her regular grade of work, he shall retain his or her regular rate of pay; (2) if the grade of work is higher than his or her regular grade of work and he has completed one-half (1/2) of a full and continuous work shift, he shall be paid at the next higher rate of pay in the new grade; (3) in the event he is paid at a higher rate than his or her original rate of pay on a temporary assignment, his or her rate shall be reduced to his or her former rate of pay upon completion of the temporary assignment.

(c) If an employee, upon promotion to a higher classification, does not satisfactorily complete his or her probationary period, or, he chooses to return to his or her former job, he shall revert to his or her former classification and rate of pay without change in seniority rights, and provided further, that no employee shall so revert, voluntarily or otherwise, after he has completed his or her probationary period.

(d) When a job is posted, an employee on authorized sick leave, Workers' Compensation or vacation, may be notified of such posting by his or her Union Steward and the Union Steward shall, if requested by the employee, have the right to sign such employee's name for such job by proxy.

(e) If an employee ranks first on a promotional list, but is unable to be promoted because he is on Workers' Compensation, sick leave or leave of absence for reasons of illness, the next employee on that list shall be placed temporarily in the vacant position until the absent employee is able to perform all the duties of that position.

(f) If an employee who is medically unable to perform the duties of his or her position, and has exhausted all Workers' Compensation benefits and all leaves of absence, and if that employee has obtained vested rights under the existing Pension Plan of the City of Milford, the City shall have the right to petition the Pension & Retirement Board of the City of Milford for the consideration of a disability retirement for said employee. If said employee has not obtained the necessary service to have vested rights under the City's Pension Plan, the City shall have the right to terminate said employee as medically unable to perform the duties of that position, subject to the right to be placed on the re-employment list for a period of two years in accordance with the Civil Service Rules and Regulations.

Section 4. Layoff

(a) A department head shall give written notice of any proposed layoff and the reasons therefore to the Unit President, the Commission and all permanent employees to be affected thereby, at least thirty (30) calendar days, where practicable, before the effective date of such layoff. In the case of temporary, part-time or other occasional employment of a regular employee in the classified service, the department may, at the time of the appointment, notify such employee and the Commission, in writing, as to the date of termination of employment. Such notice shall be deemed to meet notification requirements set forth herein. Written notice of layoff, indicating reasons for such action, may be given a temporary employee at any time prior to the effective date of this layoff.

(b) Layoff of regular employees shall be made according to seniority within a division. No probationary or regular employee shall be laid off from any position while any temporary employee is still employed in any class in the division for which that employee is qualified through testing.

(c) Whenever a position is abolished, the employee who was promoted or appointed to that position last shall be entitled to replace, within the division, the employee in the lateral or lower paid classification who has a later date of hire, providing he is qualified through testing.

(1) For classification for which there is no testing, e.g., Laborer, the date of hire shall prevail for purposes of layoff, regardless of department or division, provided he or she is qualified.

(d) A permanent employee with a satisfactory employment record, who is separated from the service through no fault of his or her own, shall be placed on appropriate re-employment lists in accordance with seniority and ability as determined by the Commission. The eligibility of any candidate on a re-employment list will expire two (2) years from the date on which he became entitled to his or her re-employment rights. Any employee, once having been separated from the service for any reason, shall be required to pass a physical examination before he is eligible for re-employment by the City.

ARTICLE III - HOLIDAYS

Section 1. Holidays

(a) The official paid holidays for employees shall be as follows:

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

(b) Any day proclaimed by the City of Milford as a 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. Holiday Pay

(a) Payment for work performed on an official holiday, as specified herein, shall be made at one and one-half (1-1/2) times the average hourly rate for the hours worked.

(b) 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 or layoff;

(2) Has worked the last scheduled work day, that is, Monday through Friday inclusive, prior to, and the first scheduled work day after the holiday, unless those days are part of a scheduled vacation period or paid bereavement 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 medical proof of illness is submitted.

(c) For employees in the Solid Waste Operations hired prior to ratification* of this Agreement, holiday pay is computed at ten (10) hours straight time.

(d) For employees in the Solid Waste Operations hired on or after ratification* of this Agreement, holiday pay is computed at eight (8) hours straight time.

ARTICLE IV - VACATION LEAVE

Section 1. Vacations shall be calculated on a fiscal year basis. Each permanent employee shall earn one (1) day of vacation leave with pay for each month of service not to exceed ten (10) working days, except as herein otherwise provided.

Section 2. An employee who has been on the payroll for at least six (6) months prior to the start of the fiscal year shall be entitled to five (5) working days' vacation, but shall not be entitled to any additional vacation time until he has been on the payroll for at least one (1) year prior to the start of the fiscal year. An employee who has worked for the City less than six (6) months shall not be eligible to receive vacation benefits.

Section 3. Hourly rated employees (except those employees in the Solid Waste Division hired prior to the ratification* of this Agreement) and clerical employees shall receive vacation days in accordance with the following schedule:

<u>YEARS OF CONTINUOUS SERVICE</u>	<u>VACATION DAYS EARNED</u>
1	10 days
2	10 days
3	10 days
4	10 days
5	10 days
6	11 days
7	12 days
8	13 days
9	14 days
10	15 days

* For purposes of employees being hired on or after ratification of this Agreement, the date of ratification referred to shall be April 4, 2016.

<u>YEARS OF CONTINUOUS SERVICE</u>	<u>VACATION DAYS EARNED</u>
11	16 days
12	17 days
13	18 days
14	19 days
15	20 days
16	21 days
17	22 days
18	23 days
19	24 days
20 or more	25 days

Section 4. Hourly rated employees (except those employees in the Solid Waste Division hired prior to the ratification* of this Agreement) and 40-hour clerical employees shall earn vacation time on a monthly basis in accordance with the following schedule, except that such monthly earnings shall be limited to ten (10) months during the fiscal year.

<u>EMPLOYEE'S STATUS</u>	<u>DAYS EARNED MONTHLY</u>	<u>HOURS EARNED MONTHLY</u>
1st year entering 2nd year	1.0	8.0
2nd year entering 3rd year	1.0	8.0
3rd year entering 4th year	1.0	8.0
4th year entering 5th year	1.0	8.0
5th year entering 6th year	1.1	8.8
6th year entering 7th year	1.2	9.6
7th year entering 8th year	1.3	10.4
8th year entering 9th year	1.4	11.2
9th year entering 10th year	1.5	12.0
10th year entering 11th year	1.6	12.8
11th year entering 12th year	1.7	13.6
12th year entering 13th year	1.8	14.4
13th year entering 14th year	1.9	15.2
14th year entering 15th year	2.0	16.0
15th year entering 16th year	2.1	16.8
16th year entering 17th year	2.2	17.6
17th year entering 18th year	2.3	18.4
18th year entering 19th year	2.4	19.2
19th year entering 20th year	2.5	20.0
20th year or more	2.5	20.0

* For purposes of employees being hired on or after ratification of this Agreement, the date of ratification referred to shall be April 4, 2016.

Section 5. Clerical employees who work a 37 1/2 hour workweek shall earn vacation time on a monthly basis in accordance with the following schedule except that such monthly earnings shall be limited to ten (10) months during the fiscal year.

EMPLOYEE'S STATUS	DAYS EARNED MONTHLY	HOURS EARNED MONTHLY
1st year entering 2nd year	1.0	7.5
2nd year entering 3rd year	1.0	7.5
3rd year entering 4th year	1.0	7.5
4th year entering 5th year	1.0	7.5
5th year entering 6th year	1.1	8.25
6th year entering 7th year	1.2	9.0
7th year entering 8th year	1.3	9.75
8th year entering 9th year	1.4	10.5
9th year entering 10th year	1.5	11.25
10th year entering 11th year	1.6	12.0
11th year entering 12th year	1.7	12.75
12th year entering 13th year	1.8	13.5
13th year entering 14th year	1.9	14.25
14th year entering 15th year	2.0	15.0
15th year entering 16th year	2.1	15.75
16th year entering 17th year	2.2	16.5
17th year entering 18th year	2.3	17.25
18th year entering 19th year	2.4	18.0
19th year entering 20th year	2.5	18.75
20th year or more	2.5	18.75

Section 6. Hourly rated employees in the Solid Waste Division hired prior to the ratification* of this Agreement shall receive vacation days in accordance with the following schedule. Each vacation day equals ten (10) hours.

YEARS OF CONTINUOUS SERVICE	VACATION DAYS EARNED
1	8 days
2	8 days
3	8 days
4	8 days
5	8 days
6	9 days
7	10 days
8	11 days
9	11 days
10	12 days

* For purposes of employees being hired on or after ratification of this Agreement, the date of ratification referred to shall be April 4, 2016.

<u>YEARS OF CONTINUOUS SERVICE</u>	<u>VACATION DAYS EARNED</u>
11	13 days
12	14 days
13	15 days
14	16 days
15	16 days
16	17 days
17	18 days
18	19 days
19	19 days
20 or more	20 days

Section 7. Hourly rated employees in the Solid Waste Division hired prior to the ratification* of this Agreement shall earn vacation time on a monthly basis in accordance with the following schedule, except that such monthly earnings shall be limited to eight (8) months during the fiscal year.

<u>EMPLOYEE'S STATUS</u>	<u>DAYS EARNED MONTHLY</u>	<u>HOURS EARNED MONTHLY</u>
1st year entering 2nd year	1	10
2nd year entering 3rd year	1	10
3rd year entering 4th year	1	10
4th year entering 5th year	1	10
5th year entering 6th year	1.125	11.25
6th year entering 7th year	1.250	12.5
7th year entering 8th year	1.375	13.75
8th year entering 9th year	1.375	13.75
9th year entering 10th year	1.500	15.0
10th year entering 11th year	1.625	16.25
11th year entering 12th year	1.750	17.50
12th year entering 13th year	1.875	18.75
13th year entering 14th year	2.0	20.0
14th year entering 15th year	2.0	20.0
15th year entering 16th year	2.125	21.25
16th year entering 17th year	2.250	22.50
17th year entering 18th year	2.375	23.75
18th year entering 19th year	2.375	23.75
19th year entering 20th year	2.500	25
20th year or more	2.500	25

Section 8. Vacations shall normally begin after May 1st, except that earned vacations may be granted prior to May 1st at the discretion of the department head and with advance notification to the Civil Service Commission.

* For purposes of employees being hired on or after ratification of this Agreement, the date of ratification referred to shall be April 4, 2016.

Section 9. All vacation schedules and changes shall be approved by the department head. Vacations not taken shall be forfeited and not paid for, except as hereinafter provided. Vacations cannot be postponed and allowed to accumulate from year to year, provided, however, that an employee may carry a maximum of eighty (80) hours over into the next fiscal year. No employees shall be allowed to utilize any more than five (5) consecutive weeks of vacations at any one time. Vacation pay shall be paid to the employee on the payday preceding his or her scheduled vacation period.

Section 10. An employee leaving the City of his or her own accord who has earned but not yet taken his or her vacation shall, at the time of release, be paid in lieu of vacation. An employee who is discharged for just cause shall forfeit his or her vacation.

Section 11. If a holiday falls within an employee's vacation period, he or she shall be entitled to one (1) additional day of vacation, same to be taken at a time approved by the department head.

Section 12. An employee shall be credited with a full month's vacation eligibility if he or she has worked or received pay for fourteen (14) standard working days of the calendar month.

Section 13. Any charge to an employee's vacation account shall be in minimum units of four (4) hours.

ARTICLE V - SICK LEAVE

Section 1. Sick Leave Accrual

Employees 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. One and one-quarter (1-1/4) days will equal ten (10) hours for all hourly-rated classified employees including those in the Solid Waste Operations Division and 40-hour clerical employees and 9.375 hours for 37 1/2-hour clerical employees in the Public Works Department. Sick leave for all employees hired prior to ratification* in the Solid Waste Operations Division will be charged at ten (10) hours for each day of sick leave used by said employees. Sick leave for all forty (40) hour employees will be charged at eight (8) hours for each day of sick leave used by said employees. Sick leave for all thirty-seven and one-half (37.5) hour employees will be charged at seven and one-half (7.5) hours for each day of sick leave by said employees. An employee shall be credited with one and one-quarter (1-1/4) working days of sick leave if he 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) days of sick leave for that month.

Section 2. Sick Leave Accumulation

Sick leave shall be accumulated from year to year to a maximum of one hundred thirty (130) days. However, in no event shall any employee who was hired on or before April 9, 1984 by the City, excluding probationary or temporary employees, be restricted from accumulating more than one hundred thirty (130) days and all such employees shall continue to accumulate sick days without limit.

Section 3. Charges to Sick Leave Account

Any charge to the sick leave account shall be in minimum units of two (2) hours. Charges for personal business use under Section 10, below, 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 the holiday, but the employee shall be paid for the holiday at his or her regular rate of compensation from the holiday account.

Section 5. Medical Certificate Required

A medical certificate, acceptable to the appointing authority, is required:

- (a) For frequent or habitual absence from duty and when, in the judgment of the appointing authority, there is reasonable cause for requiring such certificate, in which case the employee and the Unit president will be notified in writing; and/or
- (b) For any period of absence consisting of more than three (3) consecutive working days;

Such certificate shall state the nature of the illness in medical terms and that the employee is now physically able to return to his or her job.

Section 6. Sick Leave Entitlement

Employees shall be entitled to their current sick leave as it becomes earned. Sick leave shall not be taken in advance.

Section 7. Probationary Employees

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

Section 8. Sick Leave Payout

Employees who, retire under the pension plan of the City of Milford, will be paid for a maximum of one hundred thirty (130) days of unused sick leave upon retirement.

(a) Employees who retire under FICA with a minimum of ten (10) years of service will be paid a maximum of one hundred thirty (130) days of unused sick leave upon retirement, which sick leave reimbursement will not be included in computing pension benefits. However, all employees who were employed on or before April 9, 1984 by the City, excluding probationary or temporary employees, shall continue to be paid one hundred (100%) percent of unused sick leave upon retirement as aforesaid.

(b) The estate of an employee who dies while in the employ of the City of Milford shall be paid for all unused sick leave.

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 donors. 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.

Section 10. Personal Business

An employee may, with the prior approval of the Department Head, use no more than four (4) of his or her earned sick leave days per year for the conduct of his or 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 or her prior approval.

ARTICLE VI - BEREAVEMENT LEAVE

Section 1. Each permanent employee shall be granted up to five (5) working days with pay due to the death of the employee's spouse, mother, father or child.

Section 2. Each permanent employee shall be granted up to three (3) working days with pay due to the death of the employee's brother, sister, mother-in-law, father-in-law, stepmother, stepfather, relative domiciled in home, grandmother, grandfather or grandchild.

Section 3. Each permanent employee shall be granted one (1) working day with pay charged to the employee's sick time account due to the death of the employee's aunt, uncle, niece or nephew.

Section 4. An obituary notice shall be furnished by an employee requesting bereavement pay, if required by the Department Head.

ARTICLE VII - WORKING CONDITIONS

Section 1. The Union and the City hereby acknowledge a mutual responsibility for improving public services, through the creation of improved employee morale and efficiency. In connection therewith, the parties shall encourage employees to perform on the job in a workmanlike manner.

Section 2. The following measures have been agreed upon:

(a) Definition: Household trash shall include municipal solid waste, yard waste, including leaves and bags of grass clippings, and Christmas trees.

(b) Collection of trash barrels and leaves which are located throughout the City in parks, at beaches and other public places along established routes shall be assigned by the Director with first preference by seniority to the Solid Waste Division, and then to all other Department employees according to seniority.

(c) Solid Waste Division employees shall be given first preference to effect collection of tires and white goods during the work day, and then to all other Department employees.

(d) Commencing at 6:00 a.m., the City may fill any down run(s) by utilizing any suitable Department of Public Works employees without additional compensation if it is during his / her regular shift. The City will provide as much advance notice of such assignment as possible; such coverage shall be filled by non-Solid Waste employees from a seniority list, which shall be provided quarterly by the Union. In the event such coverage is not voluntarily filled, assignment will be made by the Director in inverse order of seniority.

(e) The City in its discretion may cross utilize Department of Public Works employees in an equivalent or lesser position without additional compensation during their normal work hours.

ARTICLE VIII - HOURS OF WORK

Section 1. Overtime hours for hourly-rated employees, except employees in the Solid Waste Division hired prior to ratification* of this Agreement, are those hours worked before or after a regular schedule and include all hours worked over eight (8) in any twenty-four (24) hour pay period or all hours actually worked over forty (40) in any weekly pay period.

Overtime hours for clerical employees are those hours worked before or after a regular schedule and include all hours worked over eight (8) in any twenty-four (24) hour pay period or all hours actually worked over forty (40) in any weekly pay period.

Section 2. Overtime shall be paid for only after authorization by the department head and the Mayor prior to the actual working of such overtime.

Section 3. Payment for overtime for hourly-rated employees, except employees in the Solid Waste Division hired prior to ratification* of this Agreement, except for work performed on Sunday, shall be made at one and one-half (1-1/2) times the average hourly rate of the employee. Average hourly rate for hourly-rated employees shall be determined by dividing the employee's regular weekly pay, based on forty (40) hours by forty (40) hours.

Payment for overtime for clerical employees, including employees hired in the Solid Waste Division after ratification* of this Agreement shall be for hours actually worked over eight (8) hours in a day or forty (40) hours in a week. Payment shall be made at time and one-half (1-1/2) the average hourly rate which shall be determined by dividing the employee's regular weekly pay based on forty (40) hours by forty (40).

Section 4. Payment for work performed on Saturday shall be made at one and one-half (1-1/2) times the average hourly rate of the employee.

Section 5. Payment for work performed on Sunday shall be made at twice the average hourly rate of the employee.

Section 6. Wherever practical, an employee requested during working hours to work overtime shall be given four (4) hours' notice.

Section 7. An employee called back to work after completing his / her workday, or on a Saturday, Sunday or holiday, shall be given a minimum of three hours' work.

Section 8. All overtime work shall, wherever feasible, be distributed equally among the employees of each Division who are classified to perform such work. Employees who are out of work for more than five (5) consecutive working days due to illness, whether work related or not, shall be charged the average number of overtime hours

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worked during the period of their absence. On their date of hire new employees shall be charged the average number of overtime hours worked by the employees of the department who are classified to perform such work.

Section 9. In times of emergency, as determined by the Mayor and/or the Chairman of the Board of Aldermen, in the Mayor's designated absence, all full-time employees are subject to assignment to additional duty as required; providing, however, that regular drivers of the vehicles to be used in the emergency shall be given first opportunity to operate such vehicles on emergency overtime.

Section 10. Each month the City shall give the Union a list of employees who worked overtime together with the hours worked and the hourly pay rate of such employees.

Section 11. Employees in the Wastewater Treatment Plant are covered by the foregoing sections of this Article, and their regularly scheduled work week shall be from Monday through Friday.

Section 12.

(a) All Department of Public Works employees (Public Works Office, Highway / Parks, Building Maintenance, General Garage, and Wastewater) shall work a five (5) day workweek consisting of eight (8) hour work days, Monday through Friday.

(b) Employees in the Solid Waste Division hired before ratification* of this Agreement shall work a regular schedule of four (4) consecutive or non-consecutive days, Monday through Friday, of ten (10) hours each. In the event Solid Waste operations are carried out on a Wednesday, the Director may establish a regular Wednesday schedule of a ten (10) hour work day to be filled either voluntarily or by inverse seniority within the Solid Waste Division. Said schedule shall be posted quarterly with thirty (30) days' advanced notice of any change to employees.

(c) For employees in the Solid Waste Division hired before ratification* of this Agreement, payment for each day worked will be eight (8) hours of straight time and two (2) hours at overtime upon the satisfactory completion of the scheduled route, including that of any down run(s).

(d) Employees hired in the Solid Waste Division on or after the ratification* of this Agreement shall work an established schedule which shall consist of five (5) consecutive eight (8) hour work days, Monday through Friday, commencing no earlier than 5:00a.m. and no later than 9:00a.m.

Section 13. The practice with respect to staffing the bucket truck is that it shall be assigned according to seniority among qualified drivers. Qualified means able to perform the assignment safely.

* For purposes of employees being hired on or after ratification of this Agreement, the date of ratification referred to shall be April 4, 2016.

Section 14. Recycling may be picked up weekly or bi-weekly, as determined by the Public Works Director.

Section 15. Bulk Trash Program

(a) The bulk trash pick-up program shall be carried out by all Solid Waste Division employees as scheduled by management. In the event additional manpower is needed to collect bulk trash, other Department of Public Works employees may be utilized in accordance with their seniority.

(b) In the event that bulk trash pick-ups occur on a regularly scheduled work day, each employee hired in the Solid Waste Division prior to the ratification* of this Agreement may, upon completion of the employee's regular scheduled solid waste and / or recycling route, return to the yard to punch out and one (1) minute later punch in again to collect bulk trash.

(c) Any Solid Waste employee whose regular scheduled route is to collect bulk trash may, after eight (8) hours of his / her shift, return to the yard to punch out and one (1) minute later punch in again to continue to collect bulk trash and shall be paid at a rate of one and a half (1 ½) his / her regular wages.

(d) Any other employee in the Public Works Department assigned for bulk trash pick-up after his/her regular work day shall also punch out and one (1) minute later punch in again to continue to collect bulk trash at a rate of one and a half (1 ½) his / her regular wages.

(e) Upon completion of the bulk trash pick-up duty for the day, all employees will punch out again.

(f) All employees of the Solid Waste Division shall maintain a Commercial Driver's License (CDL). Any employee hired in the Solid Waste Division prior to the ratification* of this Agreement who does not have a CDL shall, within twelve (12) months of the execution of this Agreement, obtain a CDL, training for which will be provided by the City in addition to the use of a vehicle for taking the test. In the event an employee does not obtain the CDL in this time frame, or in the event an employee does not maintain his / her CDL, the employee shall be transferred to an equivalent or lesser vacant position. If no such position is available, the employee may be laid off in accordance with Article II, Section 4 herein.

(g) Lead men (shift leaders / crew leaders) from all Divisions may drive vehicles or perform as laborers, as needed.

* For purposes of employees being hired on or after ratification of this Agreement, the date of ratification referred to shall be April 4, 2016.

Section 16. Employees may be assigned to work the beach scavenger and / or street sweeper on an eight (8) hour shift, which may begin no earlier than 5:00 a.m., without entitling such employee to overtime pay, unless such employee, at the discretion of the Public Works Director, works in excess of an eight (8) hour day or in excess of a forty (40) hour week.

Section 17. Custodians assigned to work the 3:30 p.m.- 12 midnight shift shall receive an hourly shift differential of fifty (50) cents per hour effective 7/1/16.

Section 18. Regular hours of work for the Assistant Animal Control Officers shall be as follows: the first Assistant Animal Control Officer position shall work Tuesday through Friday, 8:00 a.m. to 4:30 p.m. and Saturday 7:00 a.m. to 3:30 p.m.; the second Assistant Animal Control Officer shall work Tuesday through Saturday 7:00 a.m. to 3:30 p.m.; Animal Control clerical staff shall work Monday through Friday, 8:30 a.m. to 5:00 p.m.

ARTICLE IX - WAGES AND FRINGE BENEFITS

Section 1. Wages

Effective and retroactive to July 1, 2015, the wage schedule in effect on June 30, 2015 shall be increased at each step by two and a quarter percent (2.25%). Effective July 1, 2016, the wage schedule in effect on June 30, 2016 shall be increased at each step by two and a quarter percent (2.25%). Effective July 1, 2017, the wage schedule in effect on June 30, 2017 shall be increased at each step by two and a half percent (2.50%). Effective July 1, 2018, the wage schedule in effect on June 30, 2018 shall be increased at each step by two and a half percent (2.50%). See wage schedules and job classifications appended hereto as Appendices A and B respectively.

Section 2. Longevity

The longevity plan is appended hereto and is incorporated herein by reference. (Appendix C). Employees hired after ratification* of this Agreement shall not be entitled to longevity as set forth herein.

Section 3. Workers' Compensation

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

* For purposes of employees being hired on or after ratification of this Agreement, the date of ratification referred to shall be April 4, 2016.

Section 4. Jury Duty

A permanent employee serving as a juror shall receive an amount which, when added to the fee paid by the court for such service, shall equal his or her regular salary for each day of actual attendance at court as a member of the jury panel.

Section 5. Meal Allowance

Employees, including auto mechanics, who engage in emergency work for snow removal, floods, hurricanes, dump fires or civil disturbances will receive Five Dollars and 50/100 (\$5.50) meal money for each six (6) hour period completed after 3:30 P.M. and on Saturday, Sunday, and State and Federal holidays as set forth in Article IV, Section 1.

Section 6. 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) separate lump sum payment.

Section 7. Direct Deposit

In order to accomplish a direct deposit program, effective at signing, payroll periods shall be uniform for all bargaining units. The standard payroll period shall be Saturday to Friday. It is expressly agreed and understood that payroll checks shall continue to be issued on a weekly basis. 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. To this end, the current practice of issuing two checks at the change of fiscal year must be abolished, and one check at the new rate will be issued whenever there are mixed fiscal year days in a given week except where the fiscal year is 53 work weeks. In addition, if there are any payments hereunder which have been made to an employee in early July, said payments will be shifted to the last pay period in July.

ARTICLE X – 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. However, effective July 1, 1993, the following changes will go into effect with respect to dependent health coverage. Effective on that date, a spouse of an employee/retiree who is bound by a separation agreement for more than one year and who is not living in the same household as the employee is not an "eligible family member" for health insurance purposes under this Agreement. Dependent children

shall receive health benefits as required by law. Any dependent 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 of said Plan are attached as Appendix D 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 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 E.

(d) A 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 \$500.00 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

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

(a) HDHP/HSA

(1) Effective July 1, 2016, the premium cost share for those enrolled in the HDHP/HSA Plan shall be six (6%) percent.

(2) Effective July 1, 2017, the premium cost share for those enrolled in the HDHP/HSA Plan shall be eight (8%) percent.

(3) Effective July 1, 2018, the premium cost share for those enrolled in the HDHP/HSA Plan shall be ten (10%) percent.

(b) PPO

(1) 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 (c) below.

(2) 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 (c) below.

(3) 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 (c) below.

(c) 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 XI, Section 1(b) above.

(d) 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): Retired employees with ten (10) years of continuous service in the City and their Eligible Family Members 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): For retired employees with ten (10) years of continuous service in the City, 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) Eligible employees who retire after having attained the age of sixty-two (62) as well as any current employee whose age plus years of service total seventy-nine (79) years as of January 1, 2012, shall be afforded the opportunity to purchase high option Medicare supplement by paying the difference in cost between the low option coverage and high option coverage. The election to purchase high option coverage must be made at the time of retirement and will remain in effect unless rescinded by the retiree. If the high option coverage is not selected at the time of retirement, or if rescinded at any time after the initial election, the retiree will not have the right to reinstate the high option coverage. All retiree cost share and other payments for insurance coverage as provided for herein shall be deducted from the retiree's pension payments.

(4) Effective July 1, 2005 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 retires after having attained the age of sixty-two (62) as well as any current employee whose age plus years of service total seventy-nine (79) years as of January 1, 2012, shall not be required to pay any premium cost share in retirement.

(b) The City shall reimburse retirees for Medicare payments provided receipt for such payment is submitted to the Finance department within thirty (30) days after such payment is made.

Section 4. Plan Administrator

The City reserves the right to change insurance carriers to administer its health insurance plans and to substitute alternative health insurance plans to those indicated in

this Article provided the new plan when taken as a whole is equal or better, and the administration of same is consistent with the previous plan(s). Prior to the implementation of any changes, the Union shall be notified and provided with the changes for their review before implementation.

Section 5. Waiver of Health Insurance

Active employees not otherwise eligible for 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 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 and shall not be included in any pension calculation. 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 pro-rated accordingly.

Section 6. 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 7. Life Insurance

(a) The City shall provide and pay for a life insurance policy for each employee in an amount equal to base salaries rounded up to the next higher \$1,000.00.

(b) Retired employees hired on or before the ratification* of this Agreement shall be provided with a life insurance policy paid for by the City in the amount of \$10,000.00.

ARTICLE XI - UNION ACTIVITIES

Section 1. Time Off

(a) Union officers collectively shall be allowed up to a total of fifteen (15) days off a year without loss of pay for Union business such as attendance at Union conventions and educational seminars.

* For purposes of employees being hired on or after ratification of this Agreement, the date of ratification referred to shall be April 4, 2016.

(b) Union officials shall be allowed a reasonable amount of time off for handling Union grievances without a loss of pay provided that such time off is recorded on the employee's time card.

Section 2. Seniority for Union Officers

Unit President, Vice President, Secretary, and Treasurer shall have top seniority in the event of a layoff.

Section 3. Negotiating Committee

The Union agrees that there will be no more than six (6) employees assigned to the Union Negotiating Committee for purposes of negotiating a collective bargaining agreement with the City for any future collective bargaining sessions to renegotiate a working agreement.

ARTICLE XII- DISCIPLINE

Section 1. Just Cause

No non-probationary employee shall be discharged or otherwise disciplined without just cause.

Section 2. Disciplinary Actions

(a) Disciplinary actions may be in the following order:

- (1) Verbal Warning;
- (2) Written Warning;
- (3) Written warning including a meeting with the offending party, the Employer and the Union to discuss the incidents leading to the disciplinary actions;
- (4) Suspension; and
- (5) Discharge.

(b) The parties agree that disciplinary actions may be initiated higher in the order if the situation merits. All suspensions and discharges shall be given in writing to the employee and shall state the reason for such action. A copy shall be forwarded to the Union at the time of the suspension or discharge.

(c) Except in the event there has been additional discipline for a related offense within the time frames set forth below, disciplinary actions shall be removed from an employee's personnel file as follows: verbal warnings shall be removed from the employee's records one (1) year after said violation occurred; written warnings shall be removed from the employee's personnel file eighteen (18) months after said violation

occurred; and suspensions shall be removed from the employee's personnel file thirty (30) months after said violation occurred.

(d) If the Employer reprimands an employee, it shall be done in a manner that will not embarrass the employee before other employees, students or the public.

(e) When practicable, no disciplinary action will be taken against an employee unless a union steward or officer is present.

(f) A copy of all written disciplinary action will be given to the employee and the Union President immediately. In the absence of the Union President, it shall be given to the employee's steward.

(g) When an employee is suspended or discharged, he can remain on the premises to confer with a union representative as long as he conducts himself in a peaceful and orderly manner.

(h) Suspension for Sanitation employees working on a four (4) day week schedule will be based on hours equivalent to eight (8) hour days.

ARTICLE XIII - GRIEVANCE PROCEDURE

Section 1. In the event that a difference arises between the City of Milford, the Union or any employee concerning the interpretation, application or compliance with the provisions of this Agreement, an earnest effort shall be made to resolve such difference in accordance with the following procedure which shall be followed. This procedure is established to permit prompt discussion and resolution of employee grievances.

Section 2. Grievances shall be processed according to the following steps:

Step 1:

(a) If any employee has a grievance, he shall personally discuss it with his foreman within three (3) working days of the incident. If, after such discussion, the grievance is not resolved to the employee's satisfaction, he and his union representative shall discuss his grievance with his immediate supervisor within two (2) days of the discussion with the foreman. In no event shall the time period for Step 1 exceed three (3) days.

(b) In the event that an employee does not have a foreman, he shall discuss his grievance with his immediate supervisor within three (3) working days of the incident.

Step 2:

(a) If the answer is not satisfactory to the employee, he and his union representative shall file a written grievance with his immediate supervisor within two (2) working days after Step 1. A meeting shall be held within two (2) working days following written submittance.

(b) The immediate supervisor shall respond in writing within two (2) working days following the Step 2 meeting.

Step 3:

(a) If the answer is not satisfactory to the employee, he and his union representative shall file the written grievance with his department head within two (2) working days after Step 2. A meeting shall be held within two (2) working days following written submittance. The department head shall respond in writing within two (2) working days.

Step 4:

(a) If the employee is not satisfied, he and his representative may request a meeting with the Human Resources Director within five (5) working days. The Union or the City may request the presence of a mediator to assist the parties in resolving the grievance.

(b) The Director will decide the grievance within ten (10) calendar days from the date the grievance is presented to him, if the parties are unable to settle at Step 4 (a).

Step 5:

(a) If the Union is not satisfied with the decision of the Human Resources Director, it may submit the matter to arbitration by the Connecticut State Board of Mediation and Arbitration within fourteen (14) calendar days.

(b) The City shall pay for all lost time for witnesses appearing and testifying during the resolution of disputes at arbitration, negotiation, fact finding, unfair labor practice hearings, and grievance meetings.

Section 3. If any party to the grievance fails to meet the time deadline established in the grievance procedure, the grievance will be deemed to be successfully resolved against him and further processing of the grievance will be barred.

Section 4. 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 5. A grievance form shall be used by the parties in substantially the form attached hereto. (Appendix F).

ARTICLE XIV - 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 references to the City of Milford's charter and ordinances.

Section 2. Mechanics to Provide Tools

(a) Mechanics required by the City, as a condition of employment, to furnish their own tools, shall be compensated for loss by damage to these tools occurring in the course of and within the scope of their employment up to a maximum of One Hundred (\$100.00) Dollars. There shall be required a written proof of loss provided to the City by the employee.

(b) All mechanics required by the City as a condition of employment to furnish their own tools, shall submit an inventory of such tools as required to be furnished by themselves to the department head within sixty (60) days of the signing of this Agreement. Any additional tools owned and used in the course of employment should be added to the foregoing inventory. If any tool is damaged which is not listed on said inventory, the City may disclaim responsibility and refuse payment.

Section 3. Uniforms

(a) The City shall provide uniforms to permanent employees of the Solid Waste Operations Division with the exception of clerical employees in that division. Said uniforms shall be worn as a condition of employment by each of the aforesaid employees in said division.

(b) The City shall annually at the commencement of each fiscal year, provide to the following employees uniforms: (1) Wastewater Working Leader; (2) Wastewater Mechanics; (3) Wastewater Operators; (4) Sewer Line Working Leader; (5) Collection Systems Mechanics; (6) Garage Mechanics; (7) Sanitation Division employees; and (8) Automotive Servicemen. The City shall also provide Ninety Five Dollars (\$95.00) each year to be applied by said members, as well as Highway/Parks Division employees, Weighmaster, Assistant Animal Control Officers and Building Maintenance employees, for the purchase of safety shoes. This amount shall be increased to one hundred dollars (\$100.00) effective July 1, 2016, and to one hundred twenty five dollars (\$125.00) effective July 1, 2017. Said uniforms and safety shoes shall be worn as a condition of employment by each of the aforesaid employees. Additionally, the City shall provide safety gloves to the abovementioned employees as needs arise.

(c) Upon the voluntary or involuntary termination of employment, including discharge, all uniforms must be returned by the employees or payment for the value of the uniform must be made by the employee to the City of Milford. An employee who loses or misplaces his or her uniform must reimburse the City for the value of the uniform. The dollar value of the uniform at the date reimbursement to the City is required shall be the identical dollar value which the City is required to pay to the third party from whom said uniform is rented.

Section 4. Pension

The parties have a separate agreement with respect to pension benefits, which was executed on 10/13/09 and extended through 6/30/15.

Section 5. Animal Control

The Animal Control Department shall be under the control of the Milford Police Department. All Animal Control Officers hired after July 1, 2011 shall reside within a fifteen (15) mile radius of Milford City Hall.

Section 6. Training and Education

(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 the Finance Director prior to or within a reasonable time after enrolling for the courses; and

(2) Present evidence of successful completion of the course to the department head and the Finance Director. 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.

(b) At the beginning of each fiscal year the City shall add an amount so that the total in the account is not less than five thousand dollars (\$5,000). Current funds in this account shall be depleted through approved expenditures as provided elsewhere in this section and no contribution to the account need be made until July 1 of any year when less than five thousand dollars (\$5,000). 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 Public Works Director.

(c) Individual employee applications under this provision shall not exceed Five Hundred (\$500) Dollars per fiscal year, per employee.

Section 7. Wastewater Stipend

(a) Employees of the Wastewater Division who maintain a Class III license shall receive an annual stipend in the total amount of five thousand dollars (\$5,000) payable in two equal installments of two thousand five hundred dollars (\$2,500) each on the last pay period in March and September.

(b) Employees of the wastewater division in the positions of process operator and working leader-wastewater, who also maintain a Class IV license shall receive an annual stipend in the total amount of seven thousand five hundred dollars (\$7,500) payable in two equal installments of three thousand seven hundred fifty dollars (\$3,750) each on the last pay period in March and September.

(c) In order to be eligible for the stipend set forth above, employees must be employed with the City of Milford and must have been employed for a period of least one (1) year when such stipend becomes due and payable.

(d) No Employee shall be entitled to simultaneously receive a stipend under both subsections a. and b. of this section.

Section 9. Health and Safety

(a) The Joint Safety Committee shall consist of one (1) representative each from the Unit and the City for the following divisions: Solid Waste Operations, Highway/Parks, Wastewater, Building Maintenance and Garage, and shall meet with the City Safety Officer once each month.

(b) The Safety Code is appended hereto. (Appendix G).

(c) When any defective equipment is reported to the Garage Foreman by any employee, it shall be the City's sole responsibility to repair said equipment to a condition determined safe by the Garage Foreman or his or her designee.

Section 10. Non-Discrimination

There shall be no discrimination against any employee because of his or her sex, race, color, religious creed, national origin, political or union affiliations, age or marital status.

Section 11. No Strike Provision

(a) The Union agrees that during the term of this Agreement, it will neither call nor support any work stoppage or strike, or participate in any picketing against the City over any dispute.

(b) The City agrees that there shall be no lockout of any employees during the life of this Agreement.

Section 12. Job Descriptions

The parties agree that many of the Department of Public Works job descriptions require updating and hereby to work together to consolidate and update such job descriptions.

ARTICLE XV – 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 H.

ARTICLE XVI - MANAGEMENT'S RIGHTS

Except where such rights, powers and authority are specifically relinquished, abridged or limited by the provisions of this Agreement, the City has and will continue to retain whether exercised or not, all of the rights, powers, authority and prerogative to manage the affairs of the City and to direct its working forces.

ARTICLE XVII- EFFECTIVE DATE

Section 1. Effective Date

This Agreement shall be effective as of the first date of July 2015, and shall remain in full force and effect through June 30, 2019, and each year thereafter unless either party gives notice to the other of its intention to change or to terminate this Agreement 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 to terminate this Agreement. In any subsequent year, such notice shall be given no earlier than January 2nd not later than February 1st of each year.

CITY OF MILFORD, CONNECTICUT

UNITED PUBLIC SERVICE
EMPLOYEES LOCAL 424, UNIT 96
DEPARTMENT OF PUBLIC WORKS
EMPLOYEES

By 
Benjamin G. Blake, Mayor

Dated: 4.29.16

By 
Kevin E. Boyle, Jr., President


Anthony Crisafi, Unit President

Dated: April 29, 2016

APPENDIX A – Job Classifications

Schedule A (Hourly Rate)

Grade 12	Animal Control:	Kennel Keeper
Grade 11	Building Maintenance:	Custodian Custodian, Nights
Grade 10	Building Maintenance: Highway/Parks:	Custodian/Stock Clerk Courier, Interoffice Maintainer
Grade 9	Highway/Parks:	Truck Driver-Laborer
Grade 8	Animal Control: Highway/Parks: Wastewater:	Assistant ACO Laborer-Drainage Dispatcher, Radio-Materials Truck Driver-Curbmaker Truck Driver Truck Driver-Laborer
Grade 7	Building Maintenance: Highway/Parks:	Mechanic, Maintenance Truck Driver-Drainage
Grade 6	Highway/Parks:	Truck Driver-Operator, Sweeper Truck Driver-Operator, Tree Equipment Operator, Light Equipment Painter Striper
Grade 5	Building Maintenance: Highway/Parks: Wastewater:	Painter-Maintenance Mechanic Carpenter-Painter-Maintenance Mechanic Tree Climber Working Leader – Street Marking Mechanic-Collection System Mechanic-Sewer Lines Process Operator

Grade 4	General Garage: Highway/Parks:	Mechanic, Automotive Operator, Heavy Equipment- Special
	Wastewater:	Mason Mechanic-Wastewater
Grade 3	Building Maintenance:	Mason-Carpenter Carpenter-Maintenance Mechanic Mechanic, HVAC Plumber- Maintenance Mechanic
	General Garage:	Working Leader, Garage
	Highway/Parks:	Radio Repairman
	Wastewater:	Working Leader-Sewer Lines Working Leader-Wastewater
Grade 1A	Building Maintenance:	Electrician-Maintenance Mechanic
	Wastewater:	Electrician-Maintenance Mechanic

Schedule A-1 – Sanitation Department

Grade 10	Solid Waste Operations:	Laborer
Grade 7	Solid Waste Operations:	Truck Driver- Laborer
Grade 6	Solid Waste Operations:	Working Leader Operator, Light Equipment

Schedule F – (Clerical Weekly-40 Hours)

Grade 24	Animal Control :	Clerk A
	Public Works Office:	Clerk A
	Wastewater:	Clerk A
Grade 25	Animal Control:	Assistant Animal Control Officer
Grade 26	Solid Waste Operations:	Weighmaster
Grade 27	Wastewater:	Laboratory Technician

APPENDIX B – Wages Schedules

SCHEDULE A - HOURLY

JULY 1, 2015 - JUNE 30, 2016

TABLE B

GRADE	MINIMUM	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	MAXIMUM
12	18.84	19.32	19.63	20.05	20.44	20.76	21.23
11	19.36	19.67	20.07	20.50	20.92	21.24	21.72
10	19.67	20.07	20.50	20.96	21.33	21.73	22.20
9	20.07	20.50	20.96	21.36	21.77	22.22	22.78
8	20.50	20.96	21.36	21.80	22.28	22.79	23.31
7	20.96	21.36	21.80	22.34	22.84	23.32	23.79
6	21.33	21.77	22.34	22.89	23.41	23.90	24.56
5	21.77	22.34	22.89	23.46	23.97	24.57	25.13
4	22.28	22.87	23.46	24.06	24.59	25.24	25.72
3	22.87	23.41	24.06	24.71	25.31	25.88	26.51
2	23.41	24.06	24.71	25.35	26.03	26.65	27.25
1	24.06	24.71	25.35	26.04	26.66	27.28	27.96
1A	25.30	25.93	26.51	27.24	27.85	28.44	29.16

SCHEDULE A-1 - HOURLY

JULY 1, 2015 - JUNE 30, 2016

TABLE B

GRADE	MINIMUM	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	MAXIMUM
10	19.67	20.07	20.50	20.96	21.33	21.73	22.20
7	20.96	21.36	21.80	22.34	22.84	23.32	23.79
6	21.33	21.77	22.34	22.89	23.41	23.90	24.56

SCHEDULE F

JULY 1, 2015 - JUNE 30, 2016

TABLE B

GRADE	MINIMUM	STEP 1	STEP 2	STEP 3	STEP 4	MAXIMUM
22	753.18	767.99	782.94	797.55	812.36	827.23
23	786.88	804.43	821.98	839.37	856.84	874.40
24	820.51	840.72	860.95	881.22	901.51	921.60
25	860.91	884.53	908.02	931.48	955.10	978.63
26	914.80	940.46	966.13	991.62	1,017.28	1,042.99
27	983.16	1,008.76	1,034.49	1,059.95	1,085.66	1,111.33

SCHEDULE A - HOURLY

JULY 1, 2016 - JUNE 30, 2017

TABLE B

GRADE	MINIMUM	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	MAXIMUM
12	19.26	19.75	20.07	20.50	20.90	21.23	21.71
11	19.80	20.11	20.52	20.96	21.39	21.72	22.21
10	20.11	20.52	20.96	21.43	21.81	22.22	22.70
9	20.52	20.96	21.43	21.84	22.26	22.72	23.29
8	20.96	21.43	21.84	22.29	22.78	23.30	23.83
7	21.43	21.84	22.29	22.84	23.35	23.84	24.33
6	21.81	22.26	22.84	23.41	23.94	24.44	25.11
5	22.26	22.84	23.41	23.99	24.51	25.12	25.70
4	22.78	23.38	23.99	24.60	25.14	25.81	26.30
3	23.38	23.94	24.60	25.27	25.88	26.46	27.11
2	23.94	24.60	25.27	25.92	26.62	27.25	27.86
1	24.60	25.27	25.92	26.63	27.26	27.89	28.59
1A	25.87	26.51	27.11	27.85	28.48	29.08	29.82

SCHEDULE A-1 - HOURLY

JULY 1, 2016 - JUNE 30, 2017

TABLE B

GRADE	MINIMUM	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	MAXIMUM
10	20.11	20.52	20.96	21.43	21.81	22.22	22.70
7	21.43	21.84	22.29	22.84	23.35	23.84	24.33
6	21.81	22.26	22.84	23.41	23.94	24.44	25.11

SCHEDULE F

JULY 1, 2016 - JUNE 30, 2017

TABLE B

GRADE	MINIMUM	STEP 1	STEP 2	STEP 3	STEP 4	MAXIMUM
22	770.13	785.27	800.56	815.49	830.64	845.84
23	804.58	822.53	840.47	858.26	876.12	894.07
24	838.97	859.64	880.32	901.05	921.79	942.34
25	880.28	904.43	928.45	952.44	976.59	1,000.65
26	935.38	961.62	987.87	1,013.93	1,040.17	1,066.46
27	1,005.28	1,031.46	1,057.77	1,083.80	1,110.09	1,136.33

SCHEDULE A - HOURLY

JULY 1, 2017 - JUNE 30, 2018

TABLE B

GRADE	MINIMUM	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	MAXIMUM
12	19.74	20.24	20.57	21.01	21.42	21.76	22.25
11	20.30	20.61	21.03	21.48	21.92	22.26	22.77
10	20.61	21.03	21.48	21.97	22.36	22.78	23.27
9	21.03	21.48	21.97	22.39	22.82	23.29	23.87
8	21.48	21.97	22.39	22.85	23.35	23.88	24.43
7	21.97	22.39	22.85	23.41	23.93	24.44	24.94
6	22.36	22.82	23.41	24.00	24.54	25.05	25.74
5	22.82	23.41	24.00	24.59	25.12	25.75	26.34
4	23.35	23.96	24.59	25.22	25.77	26.46	26.96
3	23.96	24.54	25.22	25.90	26.53	27.12	27.79
2	24.54	25.22	25.90	26.57	27.29	27.93	28.56
1	25.22	25.90	26.57	27.30	27.94	28.59	29.30
1A	26.52	27.17	27.79	28.55	29.19	29.81	30.57

SCHEDULE A-1 - HOURLY

JULY 1, 2017 - JUNE 30, 2018

TABLE B

GRADE	MINIMUM	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	MAXIMUM
10	20.61	21.03	21.48	21.97	22.36	22.78	23.27
7	21.97	22.39	22.85	23.41	23.93	24.44	24.94
6	22.36	22.82	23.41	24.00	24.54	25.05	25.74

SCHEDULE F

JULY 1, 2017 - JUNE 30, 2018

TABLE B

GRADE	MINIMUM	STEP 1	STEP 2	STEP 3	STEP 4	MAXIMUM
22	789.38	804.90	820.57	835.88	851.41	866.99
23	824.69	843.09	861.48	879.72	898.02	916.42
24	859.94	881.13	902.33	923.58	944.83	965.90
25	902.29	927.04	951.66	976.25	1,001.00	1,025.67
26	958.76	985.66	1,012.57	1,039.28	1,066.17	1,093.12
27	1,030.41	1,057.25	1,084.21	1,110.90	1,137.84	1,164.74

SCHEDULE A - HOURLY

JULY 1, 2018 - JUNE 30, 2019

TABLE B

GRADE	MINIMUM	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	MAXIMUM
12	20.23	20.75	21.08	21.54	21.96	22.30	22.81
11	20.81	21.13	21.56	22.02	22.47	22.82	23.34
10	21.13	21.56	22.02	22.52	22.92	23.35	23.85
9	21.56	22.02	22.52	22.95	23.39	23.87	24.47
8	22.02	22.52	22.95	23.42	23.93	24.48	25.04
7	22.52	22.95	23.42	24.00	24.53	25.05	25.56
6	22.92	23.39	24.00	24.60	25.15	25.68	26.38
5	23.39	24.00	24.60	25.20	25.75	26.39	27.00
4	23.93	24.56	25.20	25.85	26.41	27.12	27.63
3	24.56	25.15	25.85	26.55	27.19	27.80	28.48
2	25.15	25.85	26.55	27.23	27.97	28.63	29.27
1	25.85	26.55	27.23	27.98	28.64	29.30	30.03
1A	27.18	27.85	28.48	29.26	29.92	30.56	31.33

SCHEDULE A-1 - HOURLY

JULY 1, 2018 - JUNE 30, 2019

TABLE B

GRADE	MINIMUM	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	MAXIMUM
10	21.13	21.56	22.02	22.52	22.92	23.35	23.85
7	22.52	22.95	23.42	24.00	24.53	25.05	25.56
6	22.92	23.39	24.00	24.60	25.15	25.68	26.38

SCHEDULE F

JULY 1, 2018 - JUNE 30, 2019

TABLE B

GRADE	MINIMUM	STEP 1	STEP 2	STEP 3	STEP 4	MAXIMUM
22	809.11	825.02	841.08	856.78	872.70	888.66
23	845.31	864.17	883.02	901.71	920.47	939.33
24	881.44	903.16	924.89	946.67	968.45	990.05
25	924.85	950.22	975.45	1,000.66	1,026.03	1,051.31
26	982.73	1,010.30	1,037.88	1,065.26	1,092.82	1,120.45
27	1,056.17	1,083.68	1,111.32	1,138.67	1,166.29	1,193.86

APPENDIX C – Longevity Plan

Section 1. The Longevity Pay Plan covers all employees in the bargaining unit hired on or before ratification* of this Agreement, which occurred on April 4, 2016, as defined in Article I, Section 1 who qualify.

Section 2. 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. It shall be paid in a separate check on the last payroll date of the month during which the employee's anniversary date occurs to any Eligible Employee who qualified for same hereunder, regardless of whether or not such employee is at the maximum rate of pay for his or her grade, or otherwise.

Section 3. 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.

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 or 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 or 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 or her basic salary, as computed in accordance herewith.

* For purposes of employees being hired on or after ratification of this Agreement, the date of ratification referred to shall be April 4, 2016.

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.

Section 6. 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 or 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 or her employment, he is regularly scheduled to perform such overtime work.

Section 7. Any Eligible Employee who qualifies for Longevity Pay, in accordance with the provisions hereof, shall be paid same, in a separate check, 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 8. 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 or her then present basic salary, also computed in accordance herewith, until such Anniversary Date that he qualifies for payment under a higher step.

Section 9. Longevity Pay earned by an 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	H S A- High Deductible Health Plan	HRA- High Deductible Health Plan
Created 4/27/16	In and Out-of-Network Benefits Available	In and Out-of-Network Benefits Available	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
	\$250 Hospital Copayment - per admission	Coinsurance- 100% In-Network & 80/20% Out-of-Network	Coinsurance- 100% In-Network & 80/20% Out-of-Network
	\$100 Copay Emergency Room	In-Network Out-of-Pocket Maximum- \$2,000/\$4,000	In-Network Out-of-Pocket Maximum- \$2,000/\$4,000
	\$50 Urgent Care Copayment	Out-of-Network Out-of-Pocket Maximum- \$5,000/\$10,000	Out-of-Network Out-of-Pocket Maximum- \$5,000/\$10,000
	\$100 Outpatient Surgery Copayment		
		<u>Employer Funding in HSA:</u>	<u>Employer Funding for HRA:</u>
		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)
	Deductible - \$200/\$400/\$500	55% of deductible for plan year	55% of deductible for plan year

	Out-of-Network Out-of-Pocket Maximum - \$600/\$1,200/\$1,500 In-Network Out-of-Pocket Maximum - \$6,850/\$13,700/\$13,700 Lifetime Maximum In-Network - Unlimited Lifetime Maximum Out-of-Network - Unlimited (In-Network benefits are identified below)	7/1/17-6/30/18 (\$1,100/\$2,200) 50% of deductible for plan year 7/1/18-6/30/19 (\$1,000/\$2,000) Lifetime Maximum In-Network - Unlimited Lifetime Maximum Out-of-Network - Unlimited (In-Network benefits are identified below)	7/1/17-6/30/18 (\$1,100/\$2,200) 50% of deductible for plan year 7/1/18-6/30/19 (\$1,000/\$2,000) Lifetime Maximum In-Network - Unlimited Lifetime Maximum Out-of-Network - Unlimited (In-Network benefits are identified below)
Preventive Care			
Pediatric, Adult	Covered	Covered	Covered
Vision exam	Covered Covered once every 2 years	Covered Covered once every 2 years	Covered Covered once every 2 years
Hearing screening	Covered Covered once ever 2 years	Covered Covered as part of the preventive exam	Covered 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 & Coinsruance	Deductible & Coinsurance
Outpatient PT/OT/Chiro	\$20 Copay	Deductible &	Deductible &

Speech Therapy	Covered up to 50 combined treatments per member per calendar year	Coinsurance Covered up to 50 combined treatments per member per calendar year; any excess visits will be coverable as Out-of-Network	Coinsurance 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)	\$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			
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 Covered 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. & Refill Too Soon @ 85% \$1,500 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. & Refill Too Soon @ 85% Unlimited Annual Maximum	Prescription Coverage Deductible & Coinsurance 30 day supply for retail pharmacy & 90 day supply for mail order Prior Authorization, Quantity Limits, DUR, ED @ 6 pills/mo. & Refill Too Soon @ 85% Unlimited Annual Maximum
Medical Dependent Age	To age 26-	To age 26-	To age 26-

Maximum	Dependents will be terminated the first of the month following their 26th birthday	Dependents will be terminated the first of the month following their 26th birthday	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

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 RESOURCES 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 as deemed appropriate by the employee's/spouse's primary care provider.

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 provider, will determine which one of several types of screenings is most appropriate and at what age it should be done.

I certify that I performed a routine physical exam on

_____ **and that the exam included appropriate screenings.** (Employee's/Spouse's Name)

Patient's name:

Physician's Name:

Date of Physical:

Physician's Signature:

____ - ____ - ____

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: _____

**City of Milford
Grievance Form
Local 424, Unit 96, Public Works Employees**

the grievance may then proceed to Step 1.

STEP 1: An employee having a grievance shall personally discuss it with his or her foreman within three (3) working days of the incident. If after such discussion, the grievance is not resolved to the employee's satisfaction, the employee and such employee's union representative shall discuss the grievance with his or her immediate supervisor within two (2) days of the discussion with such employee's foreman. In the event an employee does not have a foreman, such employee shall discuss the grievance with his or her immediate supervisor within three (3) working days of the incident. In no event shall the time period for Step 1 exceed three (3) working days. If this answer does not resolve the grievance, it may then proceed to Step 2.

STEP 2: Within two (2) working days of Step 1, the employee and such employee's union representative shall file a written grievance with his or her immediate supervisor. A meeting shall be held with the immediate supervisor within two (2) working days following written submission. The immediate supervisor shall respond, in writing, within two (2) working days following the meeting. If this answer does not resolve the grievance, it may then proceed to Step 3.

STEP 3: Within two (2) working days of Step 2, the employee and such employee's union representative shall file the written grievance with his or her department head. A meeting shall be held with the department head within two (2) working days following written submission. The department head shall respond, in writing, within two (2) working days following the meeting. If this answer does not resolve the grievance, it may then proceed to Step 4.

STEP 4: (a) Within five (5) working days of Step 3, the employee and such employee's union representative may request a meeting with the Human Resources Director. The Union or the City may request the presence of a mediator to assist the parties in resolving the grievance. (b) The Human Resources Director will decide the grievance within ten (10) calendar days from the date the grievance is presented to him or her if the parties are unable to resolve the grievance through Step 4 (a) above. If this answer does not resolve the grievance, it may proceed to Step 5.

STEP 5: Within fourteen (14) calendar days, the union may submit the matter to arbitration by the Connecticut State Labor Board of Mediation and Arbitration.

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:

Remedy Sought:

Employee/Union Rep. Signature: _____

Date: _____

Step 2

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 3

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:

Step 4:

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:

Step 5:

Submitted to State Board of Mediation and Arbitration? ☐ Yes ☐ No

Date Submitted: _____

APPENDIX G – Safety Code

#66-1 At the Regular Meeting of the Board of Aldermen held February 7, 1966, the following Ordinance was adopted entitled "AN ORDINANCE ESTABLISHING A SAFETY CODE in accordance with an Ordinance entitled "WORKING AGREEMENT BETWEEN THE CITY OF MILFORD, CONNECTICUT, AND LOCAL 1566, AMERICAN, FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES.

ARTICLE I

FOREWORD

The following Rules and Regulations are intended to set down the fundamental principles of safety to be followed by each employee of the City of Milford, while carrying out his assigned duties. Since it is impractical to include a provision for every possible condition that may be encountered, an employee shall be required to use his own judgment in certain instances. It shall be expected that such judgment shall be compatible to both the spirit and intent of these Rules and Regulations, all of which are designed to effectuate a maximum degree of safety.

Excepting in the event of a dire emergency, wherein the loss of life or limb to any person or persons is imminent, no work shall be deemed to be so urgent or important, that it cannot be performed in a reasonably safe manner.

Each employee shall have a duty to alert his supervisor as to any hazardous or potentially hazardous condition that may exist, either in the work area; in the equipment used to perform the work; in the conduct of his, fellow employees; or existing in or upon any public property. Such hazards, however minor, shall be reported for repair, replacement or remedial action as soon after same become known to any employee, as is feasibly possible. Each employee in a supervisory capacity shall be responsible for both the safety of the employees working under him, as well as the transmission to the proper authorities of notice of any and all hazards reported to him by employees working under him.

In the event of any conflict between these Safety Rules and Regulations and any Federal or State Laws or Regulations and/or Local Ordinances, the latter shall prevail, providing however that the invalidity of any article, section, paragraph or phrase hereof shall not invalidate the remaining Articles, Sections, paragraphs or phrases.

ARTICLE II

PROCEDURE

1. In the event of a serious accident causing injury to any person or person, each employee shall:
 - A. Determine if a doctor, nurse or person trained in the administration of First Aid is present. If so, be guided by instructions from such qualified person.
 - B. Notify the property authorities, (Police Department, Highway Department, or both) if trained personnel is not available. Remain at the scene until help arrives and it is so determined that assistance is not necessary.
2. FIRST AID KITS shall at all times be available to and in the possession of Supervisory personnel, who shall:
 - A. Receive first aid training whenever possible.
 - B. Be responsible for keeping his First Aid Kit completely equipped at all times.
 - C. Make certain that his First Aid Kit and its contents are used only for the purposes intended.
3. All injuries, however slight, shall be reported as soon as possible, but in no event later than one (1) day following the occurrence.

ARTICLE III

GENERAL SAFETY

1. Carelessness is the primary cause of accidents. Failure to adhere to good safety practices, through carelessness, shall, after review by the property authorities, subject an employee to possible disciplinary action.
2. Horseplay, with or without the use of City machinery and/or equipment, often leads to accident and is, therefore, hereby prohibited.
3. Improper lifting is often the cause of serious injury. Each employee, before attempting to lift any heavy load or object by hand, shall:
 - A. Determine whether or not assistance is needed to handle the load safely, because of its weight or shape.
 - B. Obtain help if deemed necessary.

- C. Obtain good handhold. Make certain that his hands are not grassy or slippery before lifting.
 - D. Make certain of firm footing. NEVER attempt to lift from an awkward position.
 - E. Lift by bending knees; bring object as close as possible to body; with arms and back as straight as practicable, lift vertically with leg muscles in a smooth, jerk-free motion.
4. Crowding or working in too-close proximity of another employee is a dangerous practice. Each employee, while working shall:
- A. Keep a safe distance for other employees, particularly when using hand tools.
 - B. Face mechanical equipment being used in work area, whenever possible.
5. Intoxicants shall not be used by any employee during his working hours. Neither shall they be transported on or in any City-owned vehicle. Any employee under the influence of intoxicating liquor or drugs shall be prohibited from working or remaining in the work area, or operating any City-owned machinery; equipment or motor vehicle.
6. Underground hazards, such as might be found in catch basins, sewers, manholes, etc., are often the cause of serious injury. Each employee who is working in these areas shall:
- A. Be equipped with a safety belt and suitable length of rope.
 - B. Have two (2) fellow employees at the top of the opening in case of an emergency.
 - C. Refrain from smoking or maintaining an open flame in the opening or the area immediately adjacent to it, in order to prevent possible explosion.
 - D. Refrain from entering any new underground opening until fresh air and oxygen has had an opportunity to circulate therein, and noxious gases expelled.
 - E. Prevent infection by use of rubber gloves, (which must be worn) and by keeping hands away from eyes, ears, nose and mouth, since most infectious matters enter through these organs. Mandatory tetanus and typhoid shots must be taken by all sewerage, drainage, reaming and sanitation employees exposed to infectious conditions.
 - F. Treat all minor cuts and abrasions properly, since the danger of infection from the ever-present bacteria in these areas is greatly increased.

- G. Wear rubbers to keep feet dry and prevent accidental sparks.
 - H. Wear safety goggles when required by Supervisor.
 - I. Make certain of above-ground traffic control by use of proper signs or flares. If deemed necessary by the Supervisor, a flagman may be used.
7. Highway work can be dangerous if improperly performed. When working on or near a street or highway, each employee shall:
- A. Work facing approaching traffic whenever possible.
 - B. Look both ways before crossing.
8. Poisonous weeds, such as ivy, sumac, etc., can cause great discomfort and even serious illness. Each employee required to work in areas where these plants exist, shall:
- A. Make himself acquainted with the appearance of these weeds.
 - B. Take inoculations for immunity to their poisons.
 - C. Use the preventative medication provided by the City for his protection.
 - D. Restrain from pulling or handling weeds with his bare hands.
 - E. Stand away from the leeward side of burning poisonous weeds.
 - F. Follow instructions given him relative to precautions to take in the event he comes in contact with poisonous weeds, i.e., wash hands or face with yellow or brown laundry soap; handle work clothes with care to prevent contact with possible poisonous oils; use and seek first aid if indicated; obtain medical attention if necessary.
9. Personal transportation, if improperly carried out, can result in serious injuries. Each operator of a motor vehicle carrying passengers shall:
- A. Be responsible for making certain that all passengers are properly seated before moving.
 - B. Make certain that neither his actions nor the actions of any fellow employee being transported in the vehicle he is operating, are such that it will jeopardize the safety of any person or property.

ARTICLE IV
MOTOR VEHICLE SAFETY

1. Each employee assigned to drive a motor vehicle, before moving it each day, shall:
 - A. Check its tires.
 - B. Check its brakes.
 - C. Check its windshield wipers.
 - D. Check its mirrors.
 - E. Check its lights both front and rear.
 - F. Check its turn signals.
 - G. Check its gas, oil and water.
2. Any employee who discovers a defect in any motor vehicle, must report same at once to its driver.
3. Any driver who discovers a defect or is otherwise informed of a defect in the motor vehicle which he is assigned to operate, shall:
 - A. Report same at once, in triplicate, on the forms provided by the City.
 - B. Distribute such completed forms, one (1) copy to the Department Head responsible for the vehicle; one (1) copy to the Chief Mechanic, if repair is necessary; and retain one (1) copy as proof of his report.
4. Any driver involved in an accident shall:
 - A. Notify his supervisor at once.
 - B. Obtain the others driver's name, address, license number, registration number, and the names and addresses of witnesses, if any.
 - C. Obtain the name and address of any injured pedestrian or owner of damaged property, along with a description of the injury or damage.
 - D. Note any damage to the vehicle he was operating and the fact of any injury to himself or passengers.

- E. Summon a police officer to the scene of the accident, before any of the vehicles are moved, or passengers or operators or witnesses leave the scene.
 - F. Report the accident to the City's insurance carrier within twenty-four (24) hours of the accident, by forwarding the required number of copies of the accident report form to the City's insurance clerk.
- 5. No driver shall attempt to operate a City-owned vehicle or otherwise remain in same, if in an intoxicated condition.
- 6. Unauthorized persons are prohibited from riding in City-owned or operated vehicles. The driver thereof, shall be held responsible for any breach of this rule.
- 7. No driver shall move any motor vehicle without making certain that the way is clear in front, in the rear and on each side.
- 8. While operating a motor vehicle, each driver shall:
 - A. Drive within legal speed limits and reduce speed after dusk; during rain or snow, on slippery roads, narrow roads, when going downhill and when approaching or going through intersections.
 - B. Come to a complete stop at all Stop signs and red traffic lights.
 - C. Use proper directional signals, as required.
 - D. Park his vehicle in such a manner as not to obstruct traffic or driveways.
 - E. Never leave vehicle unattended while motor is running.
 - F. Use extreme caution when backing into a road or street. If possible, driver should have fellow employee assist.
- 9. All disabled vehicles should be pulled as far off of the travelled portion of the road as possible.
- 10. Each driver shall report all suspicious noises or actions of his vehicle on proper forms as soon as possible.
- 11. Each regular operator of an assigned vehicle shall notify his Superior on proper forms as soon as possible, when a preventative maintenance check of such vehicle is due.
- 12. Every generally safety and motor vehicle safety precaution shall be taken when operating all special equipment such as snowblowers, Lorraine, etc.

13. An assistant shall be assigned to each driver of a motor vehicle dispatched for road work, when, in the opinion of the Director of Public Works, the nature of the work to be performed and the location of the work assigned to the driver requires the appointment of an assistant.

ARTICLE V

EMPLOYEES OBLIGATIONS HEREUNDER

1. Each new employee or employee transferred to a new operation, assignment or job, shall receive specific instructions from his supervisor, at the time of such employment, transfer or assignment, as to the safety precautions he is required to follow in the performance of same.
2. Any new employee, transferee or man given a new assignment without such instructions, shall request same from his supervisor. If such instructions are not given, it shall be the duty of such employee to report this matter to a member of the Safety Committee at once.
3. Each employee shall, at all times, be considered to have full and complete knowledge and understanding of the provisions hereof, as they apply to the work he performs on behalf of the City.
4. The Safety Committee shall hold periodic review of the provisions hereof, in order to determine causes of accidents and recommend preventative measures for the reoccurrence of same.
5. The Joint Safety Committee shall consist of one (1) representative each from the Union, the City for the Sanitation, Highway, Sewer Treatment Plant and Building Maintenance Divisions. The Safety Code shall, upon adoption by ordinance, become part of this Agreement.

ARTICLE VI

PENALTIES

1. Any violation of the provisions hereof shall be subject to such penalty and other disciplinary action as is spelled out in the provisions or provisions of the Civil Service Regulations of the city of Milford, pertaining thereto.

ARTICLE VII

1. This ordinance, upon its adoption, shall become effective in accordance with the provisions of the Charter of the City of Milford, therefore, made and provided.

Dated at Milford, Conn. this
7th Day of February, 1966.

Attest: Margaret S. Egan
Clerk of the Municipality

APPENDIX H – 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.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF MILFORD
AND UPSEU UNIT 96**


The City of Milford recognizes that the union has provided significant concessions in the sanitation and Public Works divisions in regard to operations, overtime and other sections. Such concessions will produce significant savings to the City of Milford and its taxpayers.

In accepting the union's concessions the City agrees that the Administration and Board of Aldermen shall neither propose nor support any layoff of current bargaining unit employees during the effective period of this Memorandum of Understanding. This shall not prevent a reduction in force to occur by attrition (e.g. retirement, termination by resignation/just cause).

This Memorandum of Understanding shall be in effect for the period of time commencing on July 1, 2015 and terminating on June 30, 2018.



For the City of Milford



For UPSEU unit 96

4-29-16
Date

4/29/16
Date

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF MILFORD
AND UPSEU UNIT 96**

The City of Milford hereby agrees that it will investigate, through its insurance consultant, the option of a Medicare Supplement plan F with a DPD rider. Such investigation will commence no later than 90 days from the date the proposed collective bargaining agreement between the parties is ratified by vote of the Milford Board of Aldermen, and will be completed within 180 days of said date.



For the City of Milford



For UPSEU unit 96



Date



Date