CONTRACT

BETWEEN

THE CITY OF MILFORD

AND

LOCAL 944
INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS AFL-CIO

Effective July 1, 2020 - June 30, 2026

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PREAMBLE

The following contract, effective as of July 1, 2020, by and between, respectively, the City of Milford and Local 944, International Association of Firefighters is designed to maintain and promote a harmonious relationship between the City of Milford and such of its Employees who are within the provisions of this Contract, in order that more efficient and progressive public service may be rendered.

ARTICLE I. RECOGNITION

The City hereby recognizes the Union as the exclusive representative and sole bargaining agent for all Employees as defined in Article II below.

ARTICLE II. DEFINITIONS

"Administrative Day Staff" - those administrative personnel not assigned to one of the four (4) platoons.

"Chief" - the fire chief who is Head of the Department.

"City" - the City of Milford in its capacity as employer and/or management.

"Day Shift" - platoon working hours from 0700 to 1700.

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

"Employee"- any permanent, paid, uniformed or investigatory position within the Milford Fire Department, with the exception of the positions of Fire Chief and Assistant Chiefs.

"Fire Apparatus" - includes, but may not be limited to, fire engines, ladder trucks, quints, medic units, and command vehicles.

"Line Staff" - all employees eligible to work a platoon.

"Local" - Local 944 International Association of Firefighters AFL-CIO.

"Night Shift" - platoon working hours from 1700 to 0700.

"Platoon" - firefighting force used to staff fire apparatus.

"Specialty Teams" - includes, but may not be limited to, dive, haz-mat, marine unit and tactical rescue personnel.

"Tour" - 24 hours, beginning with one day shift and continuing through one night shift.

"Union" - International Association of Firefighters AFL-CIO.

ARTICLE III. UNION SECURITY

Section 1. Membership

Each Employee who is a member of the Union on the effective date of this Agreement, shall, as a condition of employment, remain a member of the Union in good standing. Any Employee hired on or after the effective date of this Agreement shall, as a condition of employment, become and remain a member of the Union in good standing.

Section 2. Dues Deduction

A. The City agrees to deduct from the pay of each Employee who has signed an Authorization Payroll Deduction Card, a sum certified by the Secretary of the Union as Union dues. Such deduction shall be made from the pay of individual members and the total deducted shall be delivered to such official of the Union as the Union may designate, in writing, to the City.

B. Such payroll deductions as authorized by an Employee shall continue for the duration of the Agreement, provided, however, that an Employee may stop such deduction during the last fourteen (14) calendar days of the Agreement period, by mailing a certified letter signifying such intent to both the City and the Union.

C. The Treasurer of the City shall deduct or discontinue deduction of dues only when he/she is authorized by an Employee to do so.

D. The Union agrees that it will indemnify and hold the City harmless from any claims, actions or proceedings by any Employee arising from deductions made by the City hereunder.

E. Once the funds collected by the City hereunder are remitted to the Union, the disposition of such funds thereafter shall be the sole and exclusive obligation of the Union and the City shall have no further obligation, financial or otherwise, under Sections A, B and C of this Article.

ARTICLE IV. BULLETIN BOARDS

A. The City shall permit the use of a Bulletin Board, located in the respective fire houses, by the Union, for the posting of notices concerning Union business and activities.

B. All such notices shall be signed by the President or such other authorized official of the Union.

C. All such notices shall be submitted to the Chief of the Department for approval prior to posting.

ARTICLE V. GRIEVANCE PROCEDURE

A. Any permanent Employee or group of permanent Employees aggrieved concerning wages, hours or conditions of employment, which are controlled by this Contract, or which are provided for in any City Ordinance, Fire Department Rule or Regulations, which are not in conflict with this Contract, or concerning any matter or condition arising out of the employer/employee relationship, including the claim of unjust discrimination, or any matter or condition affecting health and safety beyond those normally encountered in all phases of firefighting, shall seek adjustment, with or without the assistance of the Union as he/she so desires, as follows:

(1) No settlement of a grievance presented by an Employee shall contravene the provisions of this Agreement.

(2) The matter shall first be submitted, in writing, to the Chief within ten (10) business days of the occurrence giving rise to the grievance. If discussion does not resolve the grievance within ten (10) business days, it may be processed to the next step.

(3) Within five (5) days, exclusive of Saturdays and Sundays, after receipt of the written answer from the Chief, the grievance may be submitted to the Board of Fire Commissioners. The Board shall arrange such meetings and make such investigations required to give a written answer within fifteen (15) calendar days after receipt of the grievance. Receipt by the Board of Fire Commissioners shall be the next regularly scheduled meeting following the submission of the grievance, which shall be held not later than thirty (30) days from the date the grievance is submitted. If its answer does not resolve the grievance, it may be processed to the next step.

(4) Within five (5) days, exclusive of Saturdays and Sundays, of transmittal of the written answer by the Board of Fire Commissioners, either party may request the State Board of Mediation and Arbitration to provide mediation service. Should the grievance not be resolved through mediation, either party may then request the State Board of Mediation and Arbitration to provide arbitration service.

(5) The authority of the Arbitrator shall be limited to the interpretation of this Agreement. He/she shall have no right to add to or subtract from the Agreement.

(6) The decision of the Arbitrator shall be final and binding on both parties.

(7) Any expenses incidental to arbitration shall be borne equally by both parties.

(8) Any grievance concerning the discharge, suspension, reduction in rank or fining of an Employee who has completed his/her probationary period shall be processed starting with the Board of Fire Commissioners without any requirement on the part of the Union or the aggrieved Employee to utilize any of the grievance proceedings preceding appeal to the Commissioners.

(9) Failure by the Employee to process the grievance within the time limits established in the preceding sections presumes that it has been satisfactorily resolved at the last step to which it has been properly processed. Failure on the part of the City's representative to answer the grievance in the time limits established by the preceding sections presumes that the claim made in the grievance is sustained and that the satisfaction requested will be provided.

(10) The time limits specified in the preceding sections may be extended by agreement by both parties, and neither party may unreasonably withhold such agreement.

(11) Any grievance which concerns itself with the discharge, suspension, reduction in rank or fining of an Employee who has completed his/her probationary period and which is equal to a week's pay or more, may be submitted by either party to a single arbitrator for the purpose of expediting the process. The single arbitrator shall be agreed upon by both parties and the cost of said arbitration shall be borne equally by both parties.

ARTICLE VI. DISCIPLINARY PROCEDURE

Section 1. Discipline

No non-probationary Employee covered by this Agreement shall be discharged, reduced in rank, suspended or disciplined in any manner, except for just cause.

Section 2. Probationary Employees

During the probationary period, an entry level Firefighter may be terminated by the Board of Fire Commissioners, upon the recommendation of the Chief, with or without just cause, and such action shall not be subject to the provisions of Article V.

Section 3. Appeal

Any action taken under Section 1 of this Article may be appealed through the grievance and arbitration procedures of this contract as to the existence of just cause and the appropriateness of the discipline applied.

Section 4. Action Taken

A. Any action taken under Section 1 of this Article, other than verbal warning, shall be stated in writing, giving the reasons for same, and a copy given to the Employee and the Union, at the time of such action.

B. Whenever the City, or any of its agents, contemplates disciplinary action against a member covered by this Agreement, and schedules a hearing or meeting with the Employee, the Employee shall be given the opportunity to notify the Union and have a Union representative appear with him/her, if he/she so desires.

ARTICLE VII. LEAVE

Section 1. Negotiating Committee

Leave from duty with full appropriate pay shall be granted to the five (5) members of the Union Negotiating Committee who attend meetings between the City and Union for the purpose of negotiating the terms of a contract, provided the Employee was scheduled to duty at a time simultaneous to attendance at such meeting.

Section 2. Grievance Committee

Two (2) members of the Union Grievance Committee shall be granted leave from duty with full pay to attend meetings between the City and the Union for the purpose of processing grievances, provided the Employee was scheduled to duty at a time simultaneous to attendance at such a meeting.

Section 3. Conventions/Conferences

The City shall provide the Union with a total of forty (40) working shifts in each two (2) fiscal year period, which will renew each even-numbered year, with full pay to be apportioned by the Union to its officers and designees for the purpose of attending labor conventions and educational conferences. Leave to attend such conventions and conferences shall be upon the prior approval of the Chief, which shall not be unreasonably withheld.

Section 4. Bereavement Leave

A. Bereavement leave shall be granted as follows in the event of the death of the Employee's spouse, father, mother, father-in-law, mother-in-law, daughter, son, daughter-in-law, son-in-law, brother, sister, brother-in-law, sister-in-law, grandfather, grandmother, grandchild, step parents, step brother, step sister, step child or relative domiciled in the house where the Employee resides:

(1) Administrative Day Staff shall be granted up to three (3) days leave, provided the Employee was scheduled to duty.

(2) Line Staff shall be granted up to one (1) tour leave provided the Employee was scheduled to work that tour.

B. Bereavement leave shall be granted as follows in the event of the death of the Employee's aunt, uncle, niece or nephew, or spouse's grandparents, provided the Employee was scheduled to duty:

(1) Administrative Day Staff shall be granted up to one (1) day of leave, provided the Employee was scheduled to duty.

(2) Line Staff shall be granted up to one (1) tour, provided the Employee was scheduled to work that tour.

C. The leave with pay provided for in this section may, for special reasons, be extended upon approval of the Chief.

Section 5. Sick Leave

A. Current practice shall be maintained. The City and the Union shall meet annually on or about July 1 to discuss sick time issues and usage. If the Chief determines there is a sick time use problem with an Employee, the Employee shall first be referred to EAP prior to any other actions.

B. Doctor's Notes. A Milford Fire Department duty status form, completed by a treating physician, shall be required whenever an Employee is out sick three (3) or more consecutive days for Administrative Day Staff and three (3) or more consecutive shifts for Line Staff. A new duty status form (attached as Appendix A) must be completed by a treating physician and submitted after every evaluation. This requirement may be waived by agreement of the parties under appropriate circumstances.

C. Any Administrative Day Staff Employee who is out sick six (6) or more days with the same illness or any Line Staff Employee who is out sick for three (3) or more consecutive tours with the same illness shall work a light duty assignment, provided such assignment is cleared by the Employee's treating physician in accordance with the current light duty form used for worker's compensation. In order to provide supervision for light duty assignments, the

Employee's schedule shall be from 0800 to 1600 Mondays through Fridays for the duration of the light duty assignment. If the City has a good faith basis to believe that a treating physician is unreasonably withholding clearance for a light duty assignment, the parties agree that the Employee shall be examined by another physician who is mutually acceptable in order to resolve the issue. If an Employee is not cleared for light duty, the Employee may be reexamined weekly for a redetermination of eligibility. Employees working light duty assignments shall not be considered in determining whether the "minimum staffing" thresholds hereunder are satisfied. Employees on light duty may take vacation days. The vacation days taken by an Employee on light duty will not be counted towards the number of Employees allowed off per shift under this contract. No light duty assignment hereunder shall exceed nine (9) months without the mutual written agreement of the parties.

D. Overtime. Line Staff Employees who are out sick for a twenty-four (24) hour tour may not sign up for overtime for three (3) shifts immediately following that tour. Administrative Day Staff Employees who are out sick for any portion of a shift may not work overtime that same night. Notwithstanding the foregoing, force back language shall remain in effect.

Section 6. Perfect Attendance Leave

Each Employee shall earn six (6) hours of perfect attendance leave for each calendar quarter of perfect attendance. Upon earning twelve (12) hours of such leave, an Employee may take this perfect attendance leave upon twenty-four (24) hours notice to the Shift Commander. No more than one (1) Employee may take a perfect attendance leave day off on any given day. An Employee must take his/her perfect attendance leave within one (1) year of earning twenty-four (24) hours of perfect attendance leave. For purposes of this section, perfect attendance shall be broken by one or more of the following: sick leave, FMLA, leave of absence without pay, suspension, layoff, dismissal, resignation, or absence without leave. Perfect attendance shall not be broken by military leave, injury leave or bereavement leave, furthermore any Employee who is on injury leave which injury leave has been found to be compensable, shall continue to earn perfect attendance leave during said leave.

Section 7. Special Leave

A. Each Employee shall be granted special leave with pay for up to forty-eight (48) hours per month on which he/she is able to secure another Employee to work in his/her place, provided:

(1) Such substitution does not impose any additional costs on the City;

(2) Such substitution is within classification only;

(3) The Chief Officer in charge of one of the platoons is notified, on an appropriate form not less than twenty-four (24) hours prior to its becoming effective, except that in the case of emergency, notification may be done by telephone;

(4) Neither the Department nor the City is held responsible for enforcing any agreement made between Employees;

(5) Any Employee acting in a higher capacity shall be entitled to special leave provided said replacement is of equal qualification;

(6) Any unused special leave time from one month cannot be used in any other month;

(7) No special leave shall exceed forty-eight (48) consecutive hours without the prior approval of the Chief or his/her designee; and

(8) Any special leave under two (2) hours will not require notification in electronic form; notification shall be made to the Shift Commander prior to the beginning of the tour.

Section 8. Injury Leave

The Union agrees that any Employee on injury leave shall sign an authorization form, similar to that attached to this contract as Appendix A, which will allow the City of Milford and the Chief the right to request the treating physician to issue medical status reports and to inspect and copy the medical records of said Employees. If an Employee is on a job connected or compensable injury leave for nine (9) months or more, or at any time has reached maximum medical improvement, the City will have the right to petition the Pension and Retirement Board for his/her retirement.

Section 9. Vacancies due to Leave

The Chief may fill any vacancy expected to be thirty (30) days or more due to leave for injury, illness, promotion, retirement, deployment for active duty or FMLA with a probationary Firefighter.

ARTICLE VIII. STAFFING

Section 1. Minimum Staffing

A. The minimum staffing of the Fire Department shall be as follows:

Six (6)	Battalion Chiefs
Six (6)	Captains
One (1)	Deputy Fire Marshal
One (1)	Senior Fire Inspector
Three (3)	Fire Inspectors
Twenty (20)	Lieutenants
Seventy-two (72)	Firefighters

B. The minimum staffing levels shall be divided equally between four (4) platoons as the Chief may determine once per year at the conclusion of the seniority bidding process.

Section 2 Staffing Level

For as long as the City and/or Department holds the PSA for BLS and/or is the primary provider of BLS, whenever the staffing level on any platoon shall fall below twenty-five (25) Employees, such shortage shall be covered by overtime work in accordance with the provisions of Article XI.

Section 3 Apparatus

All apparatus will be driven by the senior most Firefighters on duty on that shift on that apparatus who are qualified unless otherwise agreed upon by the parties involved. Whenever the driver of the apparatus is off duty for any reason, the driving position shall be offered, by seniority to the remaining Firefighters on the apparatus. If there are no qualified Firefighters on duty, the position shall be filled by hiring back in accordance with Article XI.

(1) It is the intention of the City to train all Firefighters who have not been previously trained in apparatus operations in an attempt to ensure that departmental personnel are fully trained in operating Department apparatus. Within a reasonable period of time, any Firefighter being assigned to a piece of apparatus through the bidding process that he/she has not been previously trained to operate, shall be trained in the operation of that apparatus.

(2) In the event that additional fire apparatus (defined as Engine, Quint, Tower or Ladder) is placed on duty, each such apparatus shall be staffed with no less than one (1) Company Officer (i.e., Captain or Lieutenant), and two (2) Firefighters. However, in the event that the Department purchases new fire apparatus which is in addition to the apparatus on duty (including, but not limited to, additional medic units), the staffing of that apparatus will be negotiated between the parties, provided however that no apparatus, whether existing or new, shall be staffed by any less than two (2) Firefighters at all times for the purposes of safety to the members of this bargaining unit.

(3) Notwithstanding any language to the contrary, there is no minimum level of fire apparatus, and nothing in this contract shall be deemed to place any limitation or qualification whatsoever on the number and type of apparatus to be deployed or placed on duty at any time. The Union expressly agrees that the Chief may, in his/her sole discretion, remove any piece of fire apparatus from duty at any time. In the event a piece of fire apparatus is removed from duty, present staffing levels shall be maintained; however, the distribution of staffing on duty may be reassigned by the Fire Chief among the remaining fire apparatus on duty, in accordance with the location, number and types of fire apparatus then on duty, in order to improve the efficiency and effectiveness of the Department. Any such re-assigned positions shall be filled by bid as soon as practicable.

Section 4. Management

Nothing in this Article shall be construed to reduce or otherwise limit the usual and customary management prerogatives and authority exercised by the Chief, whether or not expressly provided in this contract.

ARTICLE IX. HOLIDAYS

Section 1. Holiday Pay

Each Employee who works on a legal holiday on a day during which he/she is regularly assigned to perform such work, or whose normal day off falls on a legal holiday, or who is on vacation, Special Leave, Sick Leave, Injury Leave or Perfect Attendance Leave when a holiday occurs, shall receive holiday pay or compensation time for each such holiday. For each such holiday, holiday pay shall be computed by multiplying each Employee's regular hourly rate by twelve (12) hours and compensation time shall be equal to twelve (12) hours.

Section 2. Holidays

For purposes of this Article, the following days shall be considered as legal holidays:

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

Section 3. Day Off Declared by Mayor

If any other City employee receives a day off or a part of a day off or a holiday declared by the Mayor or Acting Mayor, which is in addition to the number of holidays listed above, or if any such City employees receive a day off or part of a day off because of the proximity of such day off or partial day due to a holiday, such day off or partial day off shall be also considered as a legal holiday for Employees of this bargaining unit. Nothing herein shall be construed to permit the unit to receive any other scheduled holiday which may be included in a contract between the City and any other bargaining unit and which is not included herein.

ARTICLE X. WORK WEEK

Section 1. Work Week

A. The work week for all Line Staff Employees who perform firefighting duties shall be an average of not more than forty-two (42) hours computed over a period of one (1) fiscal year, based on one (1) twenty-four (24) hour tour on followed by three (3) days off, and so on.

B. The work week of the Employees in the Administrative Day Staff shall be forty (40) hours per week, based on a four (4) day work week, Monday through Friday, 0700 to 1700.

(1) The Administrative Day Staff consisting of two (2) Battalion Chiefs and two (2) Captains will select their day off by seniority, in classification, annually at the time of shift transfers. Officers from the same job classification shall not select the same off day; they shall be entitled to Special Leave in accordance with Article VII, Section 7, with approval of the Chief or Assistant Chief. In the event an off day falls on an observed holiday, no additional time off will be granted.

(2) The members of the Fire Marshal Division will select their work week by seniority, in classification, fiscally on July 1st o each calendar year. No more than two (2) members of the Fire Marshal Division may select the same day off; they shall be entitled to Special Leave in accordance with Article VII, Section 7, with the approval of the Chief or Assistant Chief. In the event an Employee's off day falls on a holiday set forth in Article IX, Section 2, no additional time off will be granted. During Fire Marshal Certification the Employee's off day shall not be a scheduled school day.

Section 2. Training

A. Training hours for all Line Staff shall be as follows:

(1) Four (4) hours per day, Monday through Saturday from 1000 to 1200 and 1300 to 1500; and

(2) Two (2) blocks of time consisting of two (2) hours per block for night training per platoon per month. Night training shall end no later than 2100 hours and shall be limited to driver training, marine operations, classroom activities, area familiarization, field surveys and any other areas agreed upon by the Union and the Chief.

(3) Training will not occur on Sundays or Holidays as listed in Article IX, Section 2.

Section 3. Recruits

All newly hired Firefighters while on probation and attending the Connecticut Fire Academy Recruit Program and/or its equivalent shall not be required to work any weekends which run concurrent with such attendance at such school.

ARTICLE XI. OVERTIME

Section 1. Overtime Pay

Whenever any Employee works in excess of his/her regularly assigned work week or work schedule, as provided for in Article X, in addition to any other benefits to which he/she may be entitled, his/her overtime pay for such work shall be computed by multiplying the number of hours of such overtime work by his/her hourly rate of pay, provided that if an Employee, performing firefighting duties, works overtime for a full shift, the number of hours of such overtime work shall be considered as twelve (12) hours for each such shift; and further provided that any Employee who is called back from off duty to perform overtime work for any reason, shall be paid for a minimum of six (6) hours on each occasion multiplied by his/her hourly rate of pay. Members of any specialty team called back from off duty for any reason shall be paid for a minimum of six (6) hours on each occasion multiplied by their regular hourly rate of pay. Notwithstanding any provision of the preceding sentence to the contrary, in the event that an Employee works beyond the termination of his/her regular tour and/or shift of duty (i.e., 0700, 1600 or 1700, as the case may be,) the rate of pay for such overtime work shall be one and one-half (1 ½) times his/her regular rate of pay.

Section 2. Overtime by Classification

A. Overtime will be by classification, Battalion Chief for Battalion Chief, Captain for Captain, Lieutenant for Lieutenant, Firefighter for Firefighter.

B. If no Employee on the appropriate overtime roster is available for an overtime assignment, such overtime assignment shall be offered in order to the successively lower ranks, i.e., Captain, Lieutenant, and overtime pay for such an overtime assignment shall be based on the minimum hourly rate for the classification being so covered. All overtime assignments which cannot be filled from within the classification in which the overtime is to be performed shall be offered to Employees who are qualified to perform the overtime work involved, from the rotating overtime list of the successively lower classifications. If all qualified Employees refuse such overtime work, the Employee who is in the classification for which the overtime is to be worked, and who was first offered such overtime work, shall be ordered and must accept such overtime assignment. Battalion Chiefs and Captains shall be forced back according to seniority in such classification.

C. In accordance with the Federal Fair Labor Standard Act, the work period for a 42 hour a week Employee shall be 28 days/212 hours and the work period for a 40 hour a week Employee shall be 28 days/171 hours. Payment for hours worked in excess of the hours provided above shall be in accordance with the Federal Fair Labor Standards Act.

D. All entry level Firefighters shall be charged on the overtime list equal the maximum amount of overtime charged to the Firefighter on the same OT charged sheet.

E. Probationary Firefighters shall only receive overtime compensation while attending the CT Fire Academy Recruit Training Program or similar program for those hours actually worked above forty (40) hours per week.

Section 3. Accumulated Time in Lieu of Overtime Pay

After reaching their monthly FLSA hours, Employees may take accumulated time at the rate of one and one-half (1½) times the overtime hours worked in lieu of overtime pay as aforesaid, not to exceed more than sixty (60) hours in each individual accumulated time account at any one time. Accumulated time shall be taken in accordance with the provisions of Article XII of this Agreement.

ARTICLE XII. VACATIONS

Section 1. Vacation Accrual

A. In each fiscal year, permanent Employees shall receive vacation as follows:

(1) Each Employee who has or will have less than one (1) year of service on June 30th of such fiscal year, shall receive one (1) working shift of vacation leave with pay for each month of such service, including his/her probationary time, up to a maximum of five (5) working shifts.

(2) Each Employee who has or will have completed one (1) year but less than seven (7) years of service on June 30th of such fiscal year shall receive ten (10) working shifts of annual vacation leave with pay.

(3) Each Employee who has or will have completed seven (7) but less than nine (9) years of service on June 30th of such fiscal year shall receive eleven (11) working shifts of annual vacation leave with pay.

(4) Each Employee who has or will have completed nine (9) years but less than ten (10) years of service on June 30th of such fiscal year shall receive twelve (12) working shifts of annual vacation leave with pay.

(5) Each Employee who has or will have completed ten (10) years but less than twelve (12) years of service on June 30th of such fiscal year shall receive fifteen (15) working shifts of annual vacation leave with pay.

(6) Each Employee who has or will have completed twelve (12) years but less than fourteen (14) years of service on June 30th of such fiscal year shall receive sixteen (16) working shifts of annual vacation leave with pay.

(7) Each Employee who has or will have completed fourteen (14) years but less than sixteen (16) years of service on June 30th of such fiscal year shall receive seventeen (17) working shifts of annual vacation leave with pay.

(8) Each Employee who has or will have completed sixteen (16) years but less than eighteen (18) years of service on June 30th of such fiscal year shall receive eighteen (18) working shifts of annual vacation leave with pay.

(9) Each Employee who has or will have completed eighteen (18) years but less than twenty (20) years of service on June 30th of such fiscal year shall receive nineteen (19) working shifts of annual vacation leave with pay.

(10) Each Employee who has or will have completed twenty (20) or more years of service on June 30th of such fiscal year shall receive twenty (20) working shifts of annual vacation leave with pay.

(11) The first ten (10) shifts of vacation leave shall be called "regular vacation."

Section 2. Vacation Approval

A. Each Employee may select his/her vacation leave at any time during the fiscal year in accordance with the limitations hereinafter set forth. The Chief shall have the right to limit the number of Employees who may be on vacation leave at any time to five (5) Employees per shift; this limitation shall be applied on the basis of departmental seniority. The Chief may limit to ten (10) the total number of Employees per shift allowed on any combination of regular and extra vacation at any one time. Twenty-four (24) hours advance approval must be obtained for scheduling of vacation shifts. Current practice of emergency scheduling shall continue.

(1) Except as provided in Section 6 below, Line Staff Employees may take vacation in either half or full shifts, or in full tour increments. Full tour vacations shall be 0700 – 0700 hours. Half shift vacations shall be limited to 0700 – 1200, 1200 – 1700, 1700 – 0000, or 0000 – 0700.

Section 3. Sick/Injury/Medical Leave

No Employee shall be considered to be on vacation leave if, at the time that such vacation leave is scheduled to take place, he/she is on either Sick or Injury or Military Leave.

Section 4. Vacation Carryover

Any Employee may carry over an unlimited amount of vacation from one fiscal year to the next fiscal year. Any such regular or extra vacation which is carried over to the next fiscal year must be used in that fiscal year or it shall be considered to be lost. Any original vacation from any fiscal year which is not taken by June 30th of such fiscal year shall automatically be considered to be carried to the next fiscal year.

Section 5. Resignation/Retirement/Death of Employee

Any Employee who is entitled to vacation leave at the time of his/her retirement shall receive one (1) shift of pay or one-half shift of pay for each shift or half shift of unused vacation leave, calculated at twelve (12) hours for each full shift or six (6) hours for each half shift. In the event that an Employee is entitled to vacation leave at the time of his/her death, his/her estate, or if there is no estate, his/her dependent survivors shall receive vacation pay on the same basis as that to which the Employee is entitled for vacation leave due at the time of retirement.

Section 6. Charges to Vacation

A. Any Employee of the Fire Department who works a forty (40) hour work week shall be entitled to take his/her vacation in either full or half shift increments as follows:

(1) Fire Marshal Division and Administrative Day Staff from 0700 – 1700, 0700 – 1200 or 1200 – 1700.

Section 7. Holdover Vacation

A maximum of ten (10) vacation shifts may be held over for a period of two (2) fiscal years to a maximum of fifty (50) shifts total.

ARTICLE XIII. UNIFORM ALLOWANCE

Section 1. Uniforms

A. The City shall provide first grade dress and work uniforms and protective clothing, including two (2) pairs of gloves and a Nomex hood, for each Employee, including Administrative Day Staff. Each uniformed Employee, including Administrative Day Staff, shall have the opportunity to order up to a maximum of six (6) pieces of work clothing (pants, summer shirts and winter shirts) each year. All other items of working uniforms, dress uniforms and protective clothing may be ordered on an as-needed basis.

B. The City shall order new dress and work uniforms and protective clothing, including gloves, for all new Employees within seven (7) days after completing their probationary period.

C. The City shall provide each Employee assigned or appointed to the Fire Marshal Division with one pair of coveralls, if requested, a foul weather suit (jacket and pants) and one pair of "slush" boots.

Section 2. Uniform Maintenance

A uniform maintenance of Two Hundred Fifty Dollars ($250) per Employee, per year, shall be paid by the City for the Administrative Day Staff and Fire Inspectors. Payment of such uniform

maintenance of Two Hundred Fifty Dollars ($250) per Employee, per year, shall be paid in a lump sum during the month of January, provided that if an Employee retires prior to January 31st of a fiscal year, he/she shall receive such Two Hundred Fifty Dollars ($250) uniform maintenance payment on the date of his/her retirement.

ARTICLE XIV. INSURANCE

Section 1. Active Employee Health Insurance

A. Subject to the premium cost shares set forth below, the City shall provide the following insurance for Active Employees and their Eligible Family Members. The Schedule of Benefits set forth in Appendix C shall become effective upon ratification of this Agreement.

(1) Subject to Section B below, Employees hired prior to March 7, 2017, will have an option of a Preferred Provider Organization (PPO) or a High Deductible Health Plan / Health Savings Account (HDHP/HSA) Plan, whereas Employees hired after March 7, 2017, may only be enrolled in the HDHP/HSA.

(2) A Health Reimbursement Account (HRA) with the same benefits afforded to members enrolled in the HDHP/HSA will be made available to any Employee 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 annual deductible amount of the City's 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.

(3) The HDHP/HSA or HRA Plan will have an annual deductible of $2,000 per individual and $4,000 per family with the City funding the applicable HDHP/HSA or HRA deductible in one lump sum upon enrollment in the HDHP/HSA. The City contribution to the HSA will occur during the first payroll in July to correspond with the plan anniversary date. The City will contribute seventy-five percent (75%) during the 2021/2022 fiscal year. Thereafter, the City will contribute fifty percent (50%) to those enrolled or enrolling in the HDHP/HSA or HRA in the 2022/2023 fiscal year. Payment of this contribution will be made in the first payroll of each fiscal year and will be pro-rated for any Employee who enrolls in the HDHP/HSA or HRA any time other than during an open enrollment period.

(4) 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 individuals upon their separation from employment, except as set forth in Section 7.A.(6) below.

B. Effective June 30, 2026, at 11:59 p.m., the HDHP/HSA or HRA will become the core and sole health insurance plan available to Employees. Once enrolled in the HDHP/HSA or HRA an Employee may not switch back to the PPO.

C. The City will provide a full dental plan with Amendatory Rider A for each permanent Employee, a copy of which is appended hereto and incorporated herein by reference and made a part of this Agreement as Appendix D. All employees enrolled in the HDHP/HSA or HRA will also have dental Rider D (Orthodontia), with a lifetime maximum benefit of seven hundred fifty dollars ($750.00), along with dental benefits for dependents up to age 26.

D. Cooperative Wellness Program: A Voluntary Health Risk Evaluation Program will be developed which may include Screening Tests, Education and Follow Up program where necessary to aid the Employee in preserving good health.

E. Billing Incentive Program: Employees who find overcharges in their hospital bills, which result in the return of funds to the City, will be entitled to receive 25% of the confirmed overcharge up to a maximum of $500 for each hospital stay.

Section 2. Premium Cost Share

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

(1) PPO

(a) Effective July 1, 2020, the premium cost share for those enrolled in the PPO Plan shall be fifteen percent (15%).

(b) Effective July l, 2021, the premium cost share for those enrolled in the PPO Plan shall be sixteen percent (16%).

(c) Effective July l, 2022, the premium cost share for those enrolled in the PPO Plan shall be seventeen percent (17%).

(2) HDHP/HSA

(a) Effective July l, 2020, the premium cost share for those enrolled in the HDHP/HSA or HRA Plan shall be eleven percent (11%).

(b) Effective July l, 2021, the premium cost share for those enrolled in the HDHP/HSA Plan shall be ten percent (10%).

(c) Effective July l, 2022, the premium cost share for those enrolled in the HDHP/HSA Plan shall be ten percent (10%).

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

Section 3. Life Insurance

A. The City shall provide and pay for a double indemnity life insurance policy for each Employee in an amount equal to base salaries rounded up to next higher $1,000.00

Section 4. Plan Administrator

A. The City reserves the right to substitute alternative health insurance programs which shall be equal to or better than those presently provided by the City. The equality shall be based upon the level of benefits and the administrative ease of such program. The City will provide the Union with a summary of any proposed substitute program and shall meet with the Union at least ninety (90) days prior to the implementation of any such program.

Section 5. 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 6. Waiver of Health Insurance

Employees not otherwise eligible for dependent health insurance benefits through any plan paid for by the City shall have the option of waiving all health insurance benefits as provided herein. Any Employee who elects to waive all health insurance benefits as provided herein shall receive an annual payment of $2,000, which shall be paid at the end of each fiscal year. Employees shall exercise and/or rescind the above waiver during the open enrollment period unless a qualifying event occurs during the fiscal year. In the event of such qualifying event, or if the Employee dies or otherwise separates from service, payment of the waiver amount shall be prorated accordingly.

Section 7. Retiree Health Insurance

A. Subject to the premium cost share set forth below, the City shall provide hospital, medical, and prescription drug benefits for retired Employees and their Eligible Family Members up to age 65. Employees shall retire with the health insurance plan (HDHP/HRA or PPO) enrolled in at the time of their retirement:

(1) Employees hired on or before January 1, 2003 shall not be subject to premium cost shares in retirement.

(2) Employees hired between January 1, 2003 and August 31, 2012 who retire with twenty-five (25) years or more of service shall not be subject to premium cost shares in retirement.

(3) Employees hired between January 1, 2003 and August 31, 2012 who retire with less than twenty-five (25) years of service as well as Employees hired on or after September 1, 2012 who retire with twenty-five (25) years or more of service and who have attained the age of fifty-five (55) years shall be subject to the premium cost share in effect as of the date of retirement.

(4) Employees hired on or after September 1, 2012 who retire with less than twenty-five (25) years of service and/or less than fifty-five (55) years of age shall be subject to the premium cost share in effect as of the date of retirement plus twenty-five percent (25%).

(5) Employees hired on or after September 1, 2012 who retire with a service-connected disability shall be subject to the premium cost share in effect as of the date of retirement.

(6) An Employee enrolled in the HDHP/HSA at the time of retirement shall be enrolled in an HRA in retirement with the City funding fifty percent (50%) of the plan deductible for ten (10) years or until age 65, whichever is sooner. The annual maximum reimbursement by the City shall not exceed the annual deductible amount of the City's contribution, $1,000 single and $2,000 family. Any unused amounts shall be carried over up to a maximum of two (2) times the annual contribution by the City. If the retiree is no longer eligible for the HDHP/HRA, all monies revert back to the City.

B. The City shall provide and pay for the following coverage for retirees age 65 and over, and their eligible dependents: Medicare, Supplement B Blue Cross, and CMS-65, Plan A. In the event that such retirees have Eligible Family Members who are not eligible for coverage under Medicare but who would be eligible for coverage under standard Blue Cross and CMS Plans if such Employee were under age 65, such Eligible Family Members shall be covered by and under provisions of sub-sections (1) and (2) of this Article. Eligible dependents in retirement shall mean spouse as of date of retirement and children born prior or subsequent to date of retirement.

C. Employees retiring subsequent to October 29, 2012 shall, in retirement, be subject to future plan design changes equal to that of active Employees.

D. Retirees shall be provided with a life insurance policy paid for by the City in the amount of $10,000.00

ARTICLE XV. SENIORITY

Section 1. By Classification

A. Full time, permanent Employees shall have seniority rights by classification and such seniority rights shall prevail with regard to the following:

(1) Permanent (or temporary) transfers to any position or platoon except Fire Captain and Battalion Chief: Such transfers may only occur at a time when a vacancy is filled, provided, however, any Firefighter may be transferred when necessary from his/her position on one platoon to the same position on another platoon for the sole purpose of balancing the seniority of Employees on each platoon. Such transfers are to balance seniority on each platoon and may be made only once per fiscal year on the second Friday of July at 1700. A "bump and bid" will occur every odd numbered year. Bid sheets shall be available from the Chief's office on or before April 1st of each year. Each member will submit his/her completed bid on or before April 15th of each year. The Chief shall post all proposed transfers on or before May 1st of each year. The term "transfer" shall mean an assignment or detail from one position in a classification, and shall include any assignment or detail which causes the Employee to change from one firefighting company or apparatus to another such company or apparatus or from one fire station to another fire station or from one platoon to another platoon.

(2) Permanent or Temporary Transfers of Fire Captains and Battalion Chiefs. The Fire Chief or Acting Fire Chief, as the case may be, may transfer Fire Captains and Battalion Chiefs at any time for just cause provided, however, that prior to any such transfer, the Fire Chief or Acting Fire Chief, as the case may be, shall advise the officers being transferred and the Executive Board of the Union, and discuss the transfers with them.

(3) Conflicts concerning choice of vacations, except in the case of vacations which have been cancelled and then rescheduled pursuant to Article XII Section 3 or which have been carried over into the next fiscal year pursuant to Article XII Section 4, shall be resolved in accordance with the approved seniority list.

(4) Conflicts concerning seniority in bidding Medic Units shall be resolved in accordance with Article XIX, Section 3.I.

Section 2. Length of Service

Seniority shall be by classification and shall consist of the relative length of service of each Employee in his/her respective classification. Any Employee's length of service shall not be reduced by the time lost due to Sick or Injury Leave or authorized leave of absence. If an Employee has an interruption in his/her service for a period in excess of six (6) months for any reason other than Sick Leave, Injury Leave or an authorized leave of absence, his/her service prior to such interruption shall not be included when computing his/her seniority. A suspension, with or without pay, shall not be considered as an interruption in service, provided however, that the time lost because of any such suspension shall not be included in computing an Employee's length of service.

Section 3. Use of Eligibility List

In the event that two (2) or more Employees first report to duty in the same classification at the same time, their seniority shall be determined on the basis of the order that their names appear on

the eligibility list from which their appointments or promotions to such classifications are made, with the Employee standing higher on such eligibility list having the higher seniority, or if they were not appointed or promoted to their current classification from such an eligibility list having the higher seniority, or if they were not appointed or promoted to their current classification from such an eligibility list, on the basis of their seniority in the last classification which they held prior to such appointments or promotions.

Section 4. Employees right to Reject

An Employee may reject an opportunity to bid for a position or a benefit at his/her discretion and without need of any explanation. Further, such rejection shall not be considered as a waiver of seniority rights in any subsequent situation where seniority would prevail.

Section 5. Seniority List

Each year on or about February 1, the City shall furnish the Union with a copy of the proposed Seniority List. The City and the Union will have thirty (30) days in which to make any corrections or changes in said list and signify their approval thereof. After the order of seniority has been approved by all the parties hereto, a permanent and up-to-date list shall be posted and maintained on a bulletin board at Fire Headquarters for the benefit of all Employees, and all future seniority questions shall be resolved in accordance therewith.

Section 6. Layoff Clause.

In the event of any reduction in workforce, Employees shall be laid off in inverse order of departmental seniority. For up to twenty-four (24) months from the date of layoff, non-probationary Employees who are laid off shall be recalled for any vacancy in the Fire Department in the reverse order of layoff, namely the last Employee laid off is the first to be recalled. To qualify for re-employment, laid off Employees shall pass a physical examination which demonstrates their fitness to perform the duties of their position. In addition, no laid off Employee shall be rehired if he/she has been convicted of a felony. Any Employee who is recalled and who was a probationary Employee at the time of layoff shall complete the balance of his/her probationary period; except that any Employee who had not successfully completed the Connecticut Fire Academy Recruit Training Program or similar program at the time of layoff shall start his/her probationary period over again. Nothing in this paragraph shall be construed to limit, restrict, qualify or otherwise impair or prohibit management's prerogative with respect to the structure and organization of the Fire Department and the classification of its Employees, including, without limitation, the abolition of any job classification or position.

ARTICLE XVI. PROMOTIONS AND TRIAL PERIOD

Section 1. Vacancies

A. Fire Captain. Each permanent vacancy in the classification of Fire Captain shall be filled within seven (7) days of its occurrence through promotion by offering such promotion to the Lieutenant with the highest seniority within that classification.

B. Battalion Chief.

(1) Each vacancy which occurs in the classification of Battalion Chief shall be filled within seven (7) days of its occurrence through promotion by offering such promotion to an Employee in the Fire Captain classification in order of seniority in classification who was promoted to Fire Captain on or before March 6, 2017.

(2) For those employees promoted to Fire Captain after March 6, 2017, each vacancy which occurs in the classification of Battalion Chief shall be filled within seven (7) days of its occurrence, provided there is an existing list, in the order of their ranking from the qualifying written test and assessment center test. Said assessment center test shall be conducted by an outside testing agency.

(3) In order to be eligible to test, a Captain needs to have completed two (2) years in grade. For each year completed after reaching maximum step Captain, one (1) seniority point will be added to the final score, up to a maximum of five (5) points.

C. Assistant Chief. Each vacancy which occurs in the position of Assistant Chief shall be filled from the Battalion Chief classification, within the Milford Fire Department, through an interview process with the Chief, Assistant Chief(s) and the Personnel Committee of the Fire Commission, who shall make a recommendation to the Commission for ratification.

D. Deputy Fire Marshal. Each vacancy which occurs in the position of Deputy Fire Marshal shall be filled within seven (7) days of its occurrence by promoting the Senior Fire Inspector.

E. Senior Fire Inspector. Each vacancy which occurs in the position of Senior Fire Inspector shall be filled within seven (7) days of its occurrence by promoting the Inspector with the most time in grade.

F. Fire Inspector. Each vacancy which occurs in the position of Fire Inspector shall be filled in accordance with the following:

(1) When such a vacancy is created in such classification, and an eligibility list for such classification is in existence at that time, within seven (7) days of such vacancy, the Chief shall promote the person ranked highest on the list.

(2) When such a vacancy is created in such classification and an eligibility list for such classification is not in existence at that time:

(a) within thirty (30) days of the vacancy a notice shall be posted no fewer than fifteen (15) days for all eligible interested candidates to place their names on said notice and submit their resume to the Chief.

(b) thereafter the Chief shall review the resumes submitted with the Fire Marshal and Deputy Fire Marshal.

(c) oral interviews will then be scheduled and conducted by a panel, which shall include, but not be limited to, the Chief, Fire Marshal and two (2) state-certified fire inspectors outside of the Milford Fire Department.

(d) one (1) seniority point for each complete year of service up to a maximum of ten (10) points will be added to a passing score.

(3) Each Employee who accepts the position of Fire Inspector shall be subject to a six (6) month probationary period. If the Employee fails to make reasonable progress or fails the State of Connecticut certification program, the Employee may be transferred to the previously held classification and step.

(4) Each Employee who accepts the position of Fire Inspector shall commit to the position for five (5) years.

(5) Six (6) months prior to the end of the five (5) year commitment, a Fire Inspector may renew his/her commitment for an additional three (3) years or return to a platoon at shift transfer. Notice of the decision to return to the platoon shall be deemed a vacancy.

(6) Any commitment to the position of Fire Inspector shall only be broken by promotion, retirement or resignation.

G. Battalion Chief and Fire Lieutenant shall be filled in accordance with the following:

(1) When such a vacancy is created in such a classification, and an eligibility list for such classification is in existence at that time, within seven (7) days of the date on which such vacancy is created, the Chief shall promote to such classification the person highest on such eligibility list.

(2) When such a vacancy is created in such classification, and an eligibility list for such classification is not in existence at that time, within thirty (30) days of the date on which such vacancy is created, the Chief shall post a notice requesting that all eligible candidates who wish to participate in an exam for the vacancy place their names on said notice. Said notice shall be posted in all stations no fewer than fifteen (15) days. Whenever a qualifying written examination is to be held, a minimum of sixty (60) days notice of the date of the examination shall be given to allow the applicants adequate notice and preparatory time. A written exam shall be given in accordance with Subsection (3) below followed by an assessment center test, where applicable, for the purpose of establishing an eligibility list for such classification. Any vacancy which is created shall be filled from the time it is created until it is filled by promotion from an established list, or while awaiting the establishment of an eligibility list, in accordance with the

provisions of Article XXIV (Acting in a Higher Capacity). Within seven (7) days of the date on which such eligibility list becomes effective, the Chief shall promote to such classification the person standing highest on such eligibility list.

(3) With respect to the positions of Battalion Chief and Fire Lieutenant, such an examination shall consist of an equally weighted combined score from a written examination and an assessment center test administered by an outside agency. With respect to the remaining classification, the examination shall consist only of a written test, and shall be open only to those persons who meet the minimum qualifications established under Subsection (4) below of this Article for the classification for which the examination is being conducted. The minimum passing grade for each examination in the positions of Battalion Chief and Fire Lieutenant shall be seventy percent (70%). With respect to the position of Fire Lieutenant, each applicant who receives a passing grade shall further receive one (1) point per year for each year of departmental seniority above six (6) years, to a maximum of ten (10) additional points.

(4) Within thirty (30) days after the date on which any such written examination is held for any classification, the candidate shall be notified of his/her grade. The Chief shall establish, publish and post an initial eligibility list for such classification by placing on such eligibility list the order of passing grades earned. In the event of a tie score after awarding seniority points, the raw score from the written exam shall prevail. The markings and test papers of each candidate shall be open to his/her inspection. Any candidate who believes that an error has been made in his/her grade, may appeal to the independent testing authority to have such error corrected, provided he/she makes such appeal within ten (10) days of the date on which he/she receives notice of his/her grade in such examination. Within fifteen (15) days after the last day on which the appeals may be submitted under this section, the independent testing authority shall process and determine all such appeals so submitted, and correct any error it may discover in the grades of such appellants, and amend such eligibility list, where required. The fifteen (15) day period may be extended by mutual agreement upon receipt of a written statement from the testing company providing a reason for inability to meet the time period along with a date all appeals will be answered by. All candidates who are affected by any amendments of the eligibility list shall be notified forthwith of such amendments. Each initial or amended eligibility list shall become effective on the date it is first established and posted or amended, and such list shall remain in effect for two (2) years.

(5) All issues pertaining to eligibility and seniority points shall be governed by and relate back to the date of the examination.

(6) Only such Employees who have completed six (6) years of active firefighting service with the Milford Fire Department at the time of the examination shall be eligible to participate in an examination for the classification of Fire Lieutenant.

Section 2. Promotional Trial Period

A. Any Employee, with the exception of Fire Inspector, who is promoted under this Article XVI, shall be entitled to a reasonable trial period of not more than six (6) months to determine whether he/she can acquire the skills necessary for the performance of such job in a reasonably satisfactory manner; provided however, the City and the Union may mutually agree to waive such trial period. At the end of six (6) months from the date on which an Employee is so transferred or promoted, such transfer or promotion shall be deemed permanent, except that such transfers or promotions shall be deemed permanent at the time they are made in cases where such trial period is waived by agreement of the City and the Union, and except that such trial period may be extended by any period of time the employee is out on sick or injury leave, or by agreement of the City and the Union, in which case, the transfer or promotion shall be deemed permanent at the time such extended trial period expires. If during the trial period or during the extended trial period the City removes the Employee from such position for alleged lack of reasonable progress in the position to which he/she has been transferred or promoted, he/she shall be returned to the position which he/she held at the time of such transfer or promotion, and he/she shall also have the right to grieve against such removal under the grievance procedure provisions of Article IV. The term "reasonable progress" as used herein shall mean a comparison of the progress of the Employees performing such work. Any dispute over the reasonableness of the trial period and/or the progress of the Employee on the job shall also be subject to such grievance procedure.

B. During the trial period a monthly progress report shall be made by the Employee's supervisor, a copy of which shall be furnished to the Employee, the Chief and the Personnel Committee of the Board of Fire Commissioners.

C. If, during the trial period or extended trial period the Employee, with the exception of Fire Inspector, requests reassignment back to the rank which said Employee held prior to his/her transfer or promotion, said Employee shall be returned to the rank he/she held prior to the transfer or promotion. This right shall cease upon the expiration of said Employee's trial period or extended trial period, whichever is later.

ARTICLE XVII. PROBATIONARY PERIOD

A. There shall be a probationary period for all new Employees of twelve (12) months beginning the day after successful completion of the Connecticut Fire Academy Recruit Training Program or similar program.

B. During the probationary period, an Employee may be terminated by the Board of Fire Commissioners, upon recommendation of the Chief, with or without cause, and such action shall not be subject to the provisions of Article V.

C. A probationary Employee may present and have grievances processed, according to Article IV, on any matter not pertaining to termination of employment.

ARTICLE XVIII. UNION ACTIVITY

Section 1. No Strike Provision

The right to strike or to withhold services by whatever device or to picket any part of the City's operation is expressly prohibited at any time.

Section 2. No Lockout

There shall be no lockout by the City at any time.

Section 3. Union Rights

Nothing herein shall abridge the right of any duly-authorized representative of the Union to present the views of the Union to the citizens on issues which affect the welfare of its members, provided however, that neither the City nor the Union shall take to the citizens issues related to grievances until and unless the services of the State Board of Mediation and Arbitration have been requested as provided in Article V.

ARTICLE XIX. EMERGENCY MEDICAL SERVICES

Section 1. Definitions

A. Paramedic shall be defined as members with a valid license from Office of Emergency Medical Service (hereinafter referred to as "OEMS") and medical control from the Department Sponsor Hospital.

B. Medic Unit shall be defined as a Milford Fire Department ambulance with EMS transport capability.

Section 2. Staffing

A. Medic Units shall be staffed with at least two (2) Firefighters, one (1) of whom may be a Paramedic.

B. If no Firefighters are available for overtime, an Officer would be eligible for such work in accordance with Article XI – Overtime, in the following order of rank: Lieutenant, Captain then Battalion Chief. Medic Units can be staffed by two (2) EMTs, provided Section C (below) is met.

C. There shall be two (2) Paramedics on duty at all times. Engines, Ladder Trucks, Quints and the Shift Commander's vehicle (Car 4) may also be staffed with paramedics.

Section 3. Eligibility

A. To be eligible to enroll in a Paramedic training program, a Firefighter / Lieutenant must have successfully completed a State approved EMT course, hold a valid card and shall be offered the opportunity, by seniority, per Section G below. In the event that a Firefighter fails the Paramedic training course, he/she cannot thereafter enroll in another paramedic training program paid for by the City.

B. Any Firefighter / Lieutenant who successfully completes the paramedic course paid for by the City and receives medical control shall serve as a Paramedic for a period of five (5) years.

C. Any Firefighter candidate that is hired for the sole purpose of filling a Paramedic shortage shall maintain Milford medical control from the Department Sponsor Hospital from the date of hire and continuing for a period of no fewer than a ten (10) year commitment on a Medic Unit. In the event said Medic is promoted to an Officer, he/she shall follow Article XIX, Section 3.C.(2) below.

(1) When assigned to a Medic Unit, each full year on the Medic Unit shall be equal to one (1) full year toward their commitment.

(2) When assigned to any other Fire Apparatus other than a Medic Unit, each full year shall equal one half (1/2) year toward their commitment.

D. Any Firefighter who is not eligible to fill an overtime position on the Medic Unit solely because he/she does not hold a valid EMT card shall not forfeit his/her position on the current overtime list.

E. When a member who is a Paramedic is required to attend classes for the purposes of maintaining Paramedic status or for recertification to Paramedic or for any classes which may be required by the OEMS or sponsor hospital, or if a Firefighter is required to attend classes for the purposes of recertification as an EMT or for any classes required by the OEMS or sponsor hospital, the City shall release said Employee from duty, if he/she is scheduled for duty during the time of the classes or courses, if the Firefighter is not scheduled for duty during the time of the classes or courses, the City shall pay such Firefighter on an overtime basis, portal to portal. The City shall also pay for all expenses which the Firefighter incurs due to the taking of such courses such as, but not limited to, books, tuition, lab fees, and parking upon proof of payment by the individual.

F. The current policy with regard to firefighting operations of the Medic Unit will not be changed without negotiations between the parties pursuant to the Municipal Employees Relations Act.

G. The City shall solicit by seniority at least one (1) Employee, covered by this Contract, on a yearly basis for paramedic school. Said course and all expenses contained in

courses shall be borne by the City. If the Employee is scheduled for duty during the time of classes or courses, he/she shall be released from duty. If the Employee is not scheduled for duty during the time of classes / courses, the City shall pay such Firefighter in accordance with Article XI – Overtime.

H. Any firefighter who attends and completes paramedic school, and was chosen to attend such school as listed in Section G of this article, shall exchange positions on a Medic Unit with the most junior EMT assigned to that unit regardless of his/her seniority.

I. For the purposes of bidding a Medic Unit, any paramedic with medical control, regardless of seniority, will have preference for bidding purposes over any EMT previously assigned to a Medic unit.

ARTICLE XX. EXTRA DUTY

Section 1. Extra Duty Defined

The term "Extra Duty" for the purpose of this Article shall mean Fire Duty under the direction of the Fire Chief for which an Employee is paid by some party other than the City.

Section 2. Assignments

All "Extra Duty" assignments shall be made by the Fire Chief or his/her designated representative.

Section 3. Extra Duty Pay

A. The rate of pay for "Extra Duty" for a Firefighter shall be equal to the top step of the Captain's hourly rate, rounded to the nearest dollar.

B. Firefighters shall be paid a minimum of four (4) hours pay for each assignment or the actual hours worked times the hourly rate for Extra Duty, whichever is higher. When a Firefighter works in excess of the four (4) hour minimum by fifteen minutes or more or any hour thereafter they shall receive the full hours pay for each period of time.

C. Firefighters shall be paid one and one-half (1 1/2) times the hourly rate established in Paragraph C above, for all hours of Extra Duty worked on Saturdays, or in excess of eight (8) hours in any twenty-four (24) hour period. Firefighters shall be paid twice the hourly rate established in Paragraph A above for all hours of extra duty worked on holidays and Sundays.

Section 4. Extra Duty Sign up/Hire

Extra duty sign up and work shall be hired through the Fire Marshal Division.

Section 5. Company Strength

Company strength shall not be reduced to provide protection services for any private person or organization.

Section 6. Order of Hire

All Extra Duty work shall be offered to the Fire Marshal's Division first before any other personnel.

ARTICLE XXI. MISCELLANEOUS

Section 1. Maintenance Assignments

A. The City may assign Firefighters to tasks involving the maintenance of apparatus and equipment, at the discretion of the Chief.

B. Employees may be required to perform daily routine work in connection with maintaining the buildings in which they are stationed and the grounds on which such buildings are located. For purposes of this section, such work shall not include the kind of work which is normally performed by building tradesmen, provided that this limitation shall not apply to those Employees who are assigned full-time to perform maintenance duties.

Section 2. Terminal Leave

Each Employee, upon retirement, shall, in addition to all other benefits to which he/she is entitled, receive one (1) days terminal leave pay for each year of service he/she had with the Fire Department.

Section 3. Relief from Duty

Each Employee shall be relieved from duty at the time his/her relief person reports on duty, subject to the discretion of the Duty Officer.

Section 4. Replacement of Prescription Eyeglasses/Dentures

The City shall pay for the reasonable cost of replacing any Employee's dentures or prescription eyeglasses which are damaged or lost in the performance of his/her duties if the loss or damage is reported to the Duty Officer before the termination of his/her tour of duty that day.

Section 5. Tuition Reimbursement

The Department shall provide reimbursement for tuition and books for any member of the Union, except such members as may be eligible for educational benefits from the Veterans Administration, in the amount of no more than five hundred dollars ($500) per person per semester, upon successful completion of a fire-related course. In no event shall the Department

be required to provide more than two thousand dollars ($2,000) per fiscal year under this provision.

Section 6. Non-Service Connected Disability

Any Employee of the Milford Fire Department regardless of age who has served as such for at least five (5) years but less than nine (9) years and who is totally and permanently disabled so as to be unable to perform any work because of natural infirmities, diseases contracted, exposure endured or injuries received not in the performance of his/her duties and who shall be retired by the retirement board in accordance with the procedure described in Section II(4) of the Pension Agreement between the City and the Firefighters, shall be entitled to receive only those insurance benefits to which other retirees covered by this Agreement are entitled at the time of his/her retirement. This provision shall not entitle said Employees to any benefit other than that which is provided for in this Section. (This provision to be part of the Pension Agreement between the City and the Union.)

Section 7. Non-Emergency Duty Assignments

All assignments by the Chief to non-emergency fire duty such as, but not limited to, fire watch and the Oyster Festival, shall be offered, in rotation, without regard to rank, from the Extra Duty List. Those Employees in a grade classification above Firefighter who accept such assignments shall be paid the maximum pay for a Firefighter. All Firefighters who accept such assignments shall be paid at their usual wage rate.

Section 8. Court Appearances

If any member of the department is required to, by subpoena, appear as a witness in the U.S. District Court or the Connecticut Superior Court in civil proceedings resulting from his/her performance of duty, said member shall receive an amount, when added to the fee paid by the court for such attendance, which fee shall be returned to the City, which shall equal his/her regular salary for each one-half (1/2) day or full day in actual attendance at court as a witness.

Section 9. Education Incentive

Any uniformed member of the Department shall be eligible for an annual educational incentive payment upon successful completion of credits toward a degree in Fire Science and/or similar firefighting related programs as listed below. A member's participation in such a program shall require the prior approval of the Board of Fire Commissioners to determine that it is work related. Proof of successful completion shall be submitted to the Chief of the Department by July 1st of each year, with payment of all applicable incentive amounts to be made to each member by September 1st, of each year. A grade of C shall constitute successful completion of the course or program. The approved courses and corresponding payment are as follows:

30 Credits	$275/yr.
60 Credits	$375/yr.
90 Credits	$475/yr.
Bachelors Degree	$750/yr.
Masters Degree	$850/yr.

Section 10. Certification Incentive

Any uniformed member of the Department shall be eligible for an annual incentive payment upon successful proof of certification in the categories listed below, with proof of uninterrupted maintenance of said certification submitted to the Chief of the Department by July 1st of each year. The payments set forth below shall be made on a pro-rated basis every pay period. It is the responsibility of each member to notify the Chief of any lapse or loss of certification. Any such lapse or failure to hold a certification shall result in the deduction from future wages any portion of the incentive that was improperly paid. The certifications and corresponding payments are as follows:

Fire Marshal Certification	$1,200/yr.
EMT	$2,000/yr.
EMT Transporting Medic Unit	$4,000/yr.
Paramedic. Fire Apparatus	$5,000/yr.
Paramedic Transporting Medic Unit	$7,000/yr.

ARTICLE XXII. WAGES (See Appendix D)

Section 1. Wages

A. Each Employee shall be paid on the basis of the following weekly compensation plan:

(1) Effective upon the execution of this Contract by the Union and the City and retroactive to July 1, 2020, wages shall be increased by two percent (2.0%) over the wages paid on June 30, 2020.

(2) Effective July 1, 2021 wages shall be increased by two and one quarter percent (2.25%) over the wages paid on June 30, 2021.

(3) Effective July 1, 2022 wages shall be increased by two and one half percent (2.5%) over the wages paid on June 30, 2022.

B. Wage schedules are attached as Appendix E and incorporated by reference herein.

Section 2. Grade Classification

A. Whenever more than one classification appears in anyone pay grade, the fact that such classifications receive the same pay shall not otherwise affect the distinctions between such classifications.

(1) Each Employee in each of the attached grade classifications who has less than one (1) year of service in his/her classification shall be paid at the minimum of the salary range of his/her classification. Each Employee, who has one (1) but less than two (2) years of satisfactory service in his/her classification shall be paid at Step 1 of the salary range of his/her classification. Each Employee, except in the Firefighter classification, who has two (2) or more years of satisfactory service in his/her classification, shall be paid at the maximum of the salary range of his/her classification. Each Firefighter who has two (2) but less than three (3) years of satisfactory service in his/her classification, shall be paid at Step 2 of the salary range of his/her classification. Each Firefighter who has three (3) but less than four (4) years of satisfactory service in his/her classification shall be paid at Step 3 of the salary range of his/her classification. Each Firefighter and who has four (4) years but less than five (5) years of satisfactory service in his/her classification shall be paid at Step 4 of the salary range of his/her classification. Each Firefighter who has completed five (5) but less than six (6) years of satisfactory service in his/her classification shall be paid at Step 5 of the salary range of his/her classification. Each Firefighter who has completed six or more years of satisfactory service in his/her classification shall be paid at the maximum salary in his/her classification.

(2) For purposes of this Article, the term "satisfactory service" shall mean satisfactory service in the judgment of the Chief and the Board of Fire Commissioners. In the event that any Employee is denied a salary advancement because of any reason, including the reason that his/her service has not been satisfactory in the judgment of the Chief and the Board of Fire Commissioners, he/she may appeal this action through the grievance procedure established in Article V.

Section 3. Direct Deposit

In order to accomplish a direct deposit program, payroll periods shall be uniform for all bargaining units. The standard payroll period shall be Saturday to Friday. Any payments

hereunder which are due to an Employee in the month of July shall be paid in the last pay period in July.

ARTICLE XXIII LONGEVITY PAY

A. The applicable provisions of the "ORDINANCE ESTABLISHING A LONGEVITY PAY PLAN FOR CERTAIN EMPLOYEES OF THE CITY OF MILFORD" adopted by the Board of Aldermen on June 16, 1965, which provisions are not in conflict with "B" of this Article, are hereby incorporated in and made a part of this Contract. (See Appendix F)

B. For purposes of computing each Employee's pension contributions and pension payments, longevity pay shall be considered as part of salary.

C. Years of service shall be based upon and computed from the individual member's date of employment with the City.

D. Longevity payments shall be disbursed once yearly in the form of a separate check, on the last pay day of the anniversary month.

ARTICLE XXIV. ACTING IN HIGHER CAPACITY

Section 1. Vacancies

A. The Chief may temporarily fill a vacancy in a classification at any time in accordance with the provisions of this Article, and in the event said vacancy exists for thirty (30) days or more the Chief shall temporarily fill the vacancy until filled permanently from an established eligibility list.

B. Any vacancy exceeding thirty (30) days, with the exception of Battalion Chief-EMS and Battalion Chief – Training, will be filled by the provisions covered in this Article. Any vacancy exceeding thirty (30) days in the position of Battalion Chief-EMS or Battalion Chief-Training will be filled by the EMS Captain or Training Captain, respectively. The opened Captain position will be offered to the rank of Lieutenant in order of seniority.

Section 2. Differential

For each full working day or any part thereof, which shall be equal to at least one-half (1/2) shift, on which an Employee acts in a higher capacity, such Employee shall receive the minimum pay rate of the classification in which he/she serves in such higher capacity. All vacancies which are covered by having Employees act in a higher capacity shall be filled from the same platoon on which such vacancies occur. All acting assignments shall be offered in the order of their seniority to Employees who are qualified to perform the work of the position which is being filled through this assignment, and who are in the classification immediately below the classification in which the acting assignment is to be performed. If no qualified Employee in such classification accepts such acting assignment, it shall be offered in order of seniority to qualified Employees in the

successively lower classifications. If no qualified Employees accept such assignment, the least senior qualified Employee shall be ordered to perform such work and must accept such assignment. For purposes of this Section, qualified shall mean that an Employee has passed the test and is currently or was previously on the previously established promotional list for the classification for which he/she is acting in a higher capacity.

ARTICLE XXV. PENSIONS

A. Pension benefits are provided for by the Fire Pension Agreement between the parties hereto dated March 13, 2015.

ARTICLE XXVI. PHYSICAL FITNESS

Section 1. Physical Examination

Biannual physical examinations for Firefighters ages 18 to 35 and annual physical examinations for Firefighters over 35 years old shall be required. These examinations shall be conducted by an outside physician selected by the City and the cost of said examination shall be paid by the City. Supplemental tests, if required, shall be defrayed by Blue Cross or Blue Shield, where applicable, provided no Firefighter shall have any examination benefit under Blue Cross or Blue Shield diminished. All Firefighters who are not receiving a complete physical in a given year shall undergo annual blood pressure, cholesterol screening and a pulmonary function test, all to be conducted by an outside physician/technician selected by the City and shall be paid for by the City. Physical and/or test Results shall be provided to the Employee and forwarded to the Director of the Health Department and shall become part of the Firefighter's medical file and a "Fit for Duty" or an "Unfit for Duty" note shall be provided to the Fire Chief by the examining physician.

Section 2. Unfit for Duty

In the event an Employee is deemed unfit for duty, test results may be sent to the City's pension board. In the event a question of continued employment arises as the result of an annual physical examination, the Employee may, if he/she wishes, consult his/her own physician at his/her own personal expense. In the event a physician selected by the City and a physician selected by the Employee are unable to agree concerning the continued employability of the Employee, a third physician, chosen by the City physician and the Employee's physician (with the cost of same to be shared equally by the City and the Employee), shall determine the continued employability of the Employee.

Section 3. Fitness Center Membership

The City of Milford shall provide, pay for and maintain a corporate membership for a total of twenty (20) members at any one time in a fitness facility agreed upon by both parties. Employees will be provided with the use of all conditioning facilities within the fitness facility agreed upon. Each Employee who voluntarily participates in such program will be given two (2) training sessions supervised by the facility staff.

ARTICLE XXVII. SAFETY COMMITTEE

There shall be a safety committee to be made up of six (6) members, three (3) to be designated by the Union and three (3) to be designated by the Mayor. The Committee shall meet once a month. The purpose of the Committee will be to promote a safe working environment in the Fire Department and will make recommendations for actions to be taken to improve safety when approved by four (4) of the six (6) members of the Committee. If either party to this Agreement is dissatisfied with the response of the City or the Union to the Committee's recommendation, said party shall have the right to resolve the matter through the grievance procedure. Any member of the Committee shall receive a minimum of two (2) hours pay for each monthly meeting and any call back attended.

ARTICLE XXVIII. JURY DUTY

A. Employees shall be paid in accordance with the customary practice for a regular work week, for all properly documented time spent on account of jury duty, provided that:

(1) The City Attorney shall be immediately provided with a copy of the letter received by the Employee requiring him/her to appear for jury duty, with the understanding that an attempt will be made to excuse the Employee from such service; and

(2) Any money paid to the Employee on account of jury duty, from any source other than the City payroll shall be immediately turned over to the City endorsed to the City's account.

ARTICLE XXIX. FMLA

Section 1. Family Medical Leave (FMLA)

Employees may be eligible for leave under the Family and Medical Leave Act (FMLA), pursuant to the policy of the City, to be consistent with Federal law and regulations, which policy is attached hereto as Appendix G.

Section 2. Maternity

A female Employee who becomes pregnant shall, as early as her condition is known, submit a written statement from her physician indicating her present physical condition, the expected childbirth date, and any limitations which may affect her ability to continue in her normal employment whether currently or in subsequent months, which may qualify the Employee for Light Duty assignment.

Section 3. Light Duty

In appropriate medical circumstances, the parties may agree to a light duty assignment, upon proper medical authorization, for a period not to exceed thirty (30) days total in accordance with the light duty program set forth above, requiring a Monday to Friday, 800 to 1600 work week, for the thirty (30) day period.

Section 4. Commencement/Termination of Leave

The commencement and termination dates of the leaves provided for in this Article shall be mutually agreed upon by the Employee and the Fire Chief based upon the Employee's physician's evaluation report.

Section 5. Child Rearing

Child-rearing beyond leave pursuant to FMLA, shall be without compensation.

Section 6. Seniority

Seniority shall remain unbroken but shall not continue to accrue during any unpaid leave provided for in this Article.

Section 7. Pension Service Time

The period of the Employee's leave covered by sick leave shall be counted as service for pension purposes. The period of leave without compensation leave shall, for pension purposes, be deemed to be a leave of absence and not a break in service.

ARTICLE XXX. DURATION

Section 1. Duration

The duration of this contract shall extend through June 30, 2026. Either party wishing to terminate, amend or modify such contract must so notify the other party, in writing, no sooner than January 1, 2026, nor later than February 1, 2026. Within five (5) days of receipt of such notification by either party, a conference shall be held between the City and the Union Negotiating Committee for the purpose of amendment, modification, or termination.

Section 2. Reopener Clause

Notwithstanding Section 1 above, the following Articles shall be reopened strictly for the purpose noted below. Either party may initiate negotiations in accordance with this Section by notifying the other party, in writing, no sooner than January 1, 2023, nor later than February 1, 2023. Within five (5) days of receipt of such notification by either party, a conference shall be held between the City and the Union Negotiating Committee for the purpose of amendment, modification, or termination.

(a) Article XIV (Insurance) shall be reopened on or after July 1, 2023 for the purpose of negotiating plan design changes, premium costs shares on the PPO and HDHP, as well as contributions to the HDHP. There shall be no negotiation with respect to the institution of the HDHP for all employees as of June 30, 2026.

(b) Article XXII (Wages) shall be reopened on or after July 1, 2023 for the purpose of negotiating changes to basic wages for the classifications set forth in Appendix E.

Section 3. Retroactivity

Nothing in this Agreement shall be deemed to take effect retroactively unless specifically set forth as such herein.

Section 4. Governance

All other conditions of employment not covered by the foregoing terms of this Agreement shall continue to be governed, controlled and interpreted by reference to the City of Milford's Charter, Ordinances and the Rules and Regulations of the City of Milford Fire Department.

In the Presence Of:

Debra S. Kelly

Debra S. Kelly

Toni Jo Weeks

Toni Jo Weeks

Wesley Eisenhandler

Marc LaBrecque

THE CITY OF MILFORD

By: B B

Benjamin G. Blake, Mayor

LOCAL 944, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, AFL-CIO

By: Jeffrey Luciano

Jeffrey Luciano, President

APPENDIX A – Duty Status Form

Milford Fire Department

Duty Status Form

(To be filled out by the Employee)

Employee Information:

Employee Name: _____ Job Title: _____

Address: _____

Date of Injury/Illness: _____

Employee Signature: _____ Date: ___/____/___

(To be filled out by the Treating Physician)

NOTE TO TREATING PHYSICIAN: The City of Milford will make every possible effort to accommodate any medically-necessary physical restrictions and provide the employee with restricted or modified work when appropriate. **The City of Milford reserves the right to have patient status evaluation findings reviewed by its own independent physician(s).**

Patient Status: **As of date: ___/____/___**

____ **RELEASED TO REGULAR DUTY** – Includes Emergency Response.

____ **RELEASED TO LIGHT DUTY** - Non-emergency administrative office tasks only.

___ May work part-time for ___ hours per day ___ days per week

___ No lifting/carrying over ___5lbs ___10 lbs ___25lbs ___ 35 lbs ___ 50 lbs

May not perform any of the following (check all that apply):

___ Squatting ___ Kneeling ___ Bending ___ Twisting ___ Stooping ___ Standing

___ Walking ___ Driving ___ Climbing ___ Crawling ___ Reaching ___ Push/Pull ___

___ Other restrictions (describe):_____

_____

____ **NO DUTY** - Unable to work **in any capacity**, including light duty work such as administrative office tasks. (Please provide explanation below):

_____

_____

Date of Next Patient Evaluation: ___/____/___

_____	_____	___/____/___	_____
Physician's Printed Name	Physician's Signature	Date	Telephone

---

APPENDIX B – Injury Leave Authorization Form

CONSENT TO REQUESTING MEDICAL STATUS REPORTS AND TO INSPECTION AND COPYING OF MEDICAL RECORDS

NAME OF PATIENT:_____

NAME OF PHYSICIAN: _____

NAME OF HOSPITAL: _____

NAME OF PARTIES AUTHORIZED: _____

DATES OF HOSPITAL CONFINEMENT: _____

INJURY DATE: _____

The undersigned hereby authorizes and consents to the disclosure by the above-named physician or hospital to the above-named parties or their representative agents and representatives, or to the bearer of this instrument, of medical status reports and any and all information, records, documents, reports, clinical abstracts, histories and charts of every kind and description, relating to my condition, care, confinement and treatment of the injury incurred on the above-described injury date, and also consents to the inspection and copying of same by said company, persons or bearer and to the furnishing to them of photo static or other copies of same.

In furtherance of this authorization, I do hereby waive all provisions of law and privileges relating to the disclosures hereby authorized.

Dated:_____ _____

Patient

APPENDIX C – Schedule of Benefits

BENEFIT Updated 7/15/2021	**Century Preferred PPO-419/719** In and Out-of-Network Benefits Available	**H S A- High Deductible Health Plan- 493/793** In and Out-of-Network Benefits Available	**HRA- High Deductible Health Plan- 494/794** In and Out-of-Network Benefits Available
Costshares			
	In-Network services subject to copays Out-of-Network services subject to deductible and coinsurance $20 Copay Office Visit - Unlimited Office Visit Maximum $300 Hospital Copayment – per admission $200 Copay Emergency Room $50 Urgent Care Copayment $50 Outpatient Surgery Copayment Deductible - $200/$400/$500 Out-of-Network Out-of-Pocket Maximum - $600/$1,200/$1,500 In-Network Out-of-Pocket Maximum - $6,850/$13,700/$13,700 Coinsurance- 80%/20% Lifetime Maximum In-Network - Unlimited Lifetime Maximum Out-of-Network - Unlimited **(In-Network benefits are identified below)**	In-Network services subject to deductible and coinsurance Out-of-Network services subject to deductible and coinsurance In and Out-of-Network Deductible (Individual/Family)- $2,000/$4,000 Coinsurance- 100% In-Network & 80/20% Out-of-Network In-Network Out-of-Pocket Maximum- $2,000/$4,000 Out-of-Network Out-of-Pocket Maximum- $5,000/$10,000 <u>Employer Funding in HSA:</u> 50% of deductible for plan year 7/1/20-6/30/21 ($1,000/$2,000) 75% of deductible for plan year 7/1/21-6/30/22 (1,500/$3,000) 50% of deductible for plan year 7/1/22-6/30/23 ($1,000/$2,000) Lifetime Maximum In-Network - Unlimited Lifetime Maximum Out-of-Network - Unlimited **(In-Network benefits are identified below)**	In-Network services subject to deductible and coinsurance Out-of-Network services subject to deductible and coinsurance In and Out-of-Network Deductible (Individual/Family)- $2,000/$4,000 Coinsurance- 100% In-Network & 80/20% Out-of-Network In-Network Out-of-Pocket Maximum- $2,000/$4,000 Out-of-Network Out-of-Pocket Maximum- $5,000/$10,000 <u>Employer Funding for HRA:</u> 50% of deductible for plan year 7/1/20-6/30/21 ($1,000/$2,000) 75% of deductible for plan year 7/1/21-6/30/22 (1,500/$3,000) 50% of deductible for plan year 7/1/22-6/30/23 ($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	Covered
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/ST & Chiropractic services	$20 Copay Covered up to 50 combined treatments per member per calendar year Prior Authorization is required for PT & OT services after the 1st visit	Deductible & Coinsurance Covered up to 50 combined treatments per member per calendar year; any excess visits will be coverable as Out-of-Network	Deductible & 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...	$50 copay Prior Authorization is required	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	$200 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)	$300 Copay	Deductible & Coinsurance	Deductible & Coinsurance

Ancillary Services (Medication, Supplies)	Covered	Deductible & Coinsurance	Deductible & Coinsurance
Psychiatric	$300 Copay	Deductible & Coinsurance	Deductible & Coinsurance
Substance Abuse/ Detox	$300 Copay	Deductible & Coinsurance	Deductible & Coinsurance
Rehabilitative	$300 Copay 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	$300 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	$50 Copay	Deductible & Coinsurance	Deductible & Coinsurance
Ambulatory Surgery Facility Charges	$50 Copay	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	Prescription Coverage	Prescription Coverage

	$5 Generic/$25 Listed Brand/ $50 Non-Listed Brand 30 day supply for retail pharmacy and 90 day supply for Mail Order 2x Mail Order copays Prior Authorization, Quantity Limits, DUR, No ED pills, Clinically Equivalent, Specialty Pharmacy req, copays apply to diabetic meds. & Refill Too Soon @ 85% $1,500 Annual Maximum Anything over the $1,500 maximum rolls to the Out-of-Network benefit under the Century Preferred PPO medical plan	Deductible & Coinsurance 30 day supply for retail pharmacy and 90 day supply for Mail Order Prior Authorization, Quantity Limits, DUR, No ED pills, Clinically Equivalent, Specialty Pharmacy req, deductible applies to diabetic meds. & Refill Too Soon @ 85% Unlimited Annual Maximum	Deductible & Coinsurance 30 day supply for retail pharmacy & 90 day supply for mail order Prior Authorization, Quantity Limits, DUR, No ED pills, Clinically Equivalent, Specialty Pharmacy req, deductible applies to diabetic meds. & Refill Too Soon @ 85% Unlimited Annuall Maximum
BlueView Vision (vision hardware)	Not Applicable	Materials Plan (exam under medical) most lenses $25 copay $130 allowance for frames annually (details on summary)	Materials Plan (exam under medical) most lenses $25 copay $130 allowance for frames annually (details on summary)
Medical Dependent Age Maximum	To age 26- Dependents will be terminated the first of the month following their 26th birthday	To age 26- Dependents will be terminated the first of the month following their 26th birthday	To age 26- Dependents will be terminated the first of the month following their 26th birthday
Dental	Full Dental with Rider A	Full Dental with Rider A and Rider D with a $750 Lifetime Maximum benefit per eligible member/dependent(s)	Full Dental with Rider A and Rider D with a $750 Lifetime Maximum benefit per eligible member/dependent(s)
Dental Dependent Age Maximum	To age 22- Dependents will be terminated the first of the month following their 22nd birthday	To age 26- Dependents will be terminated the first of the month following their 26th birthday	To age 26- Dependents will be terminated the first of the month following their 26th birthday

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.

Anthem BlueCross BlueShield

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!

Anthem Blue Cross and Blue Shield is the trade name of Anthem Health Plans, Inc. Independent licensee of the Blue Cross and Blue Shield Association. ANTHEM is a registered trademark of Anthem Insurance Companies, Inc. The Blue Cross and Blue Shield names and symbols are registered marks of the Blue Cross and Blue Shield Association.

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ATTESTATION FOR WELLNESS INCENTIVE

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

ANNUAL ROUTINE PHYSICAL EXAM FORM

Each employee/spouse covered by a High Deductible Health Plan has been asked to have an annual routine physical examination performed during each plan year. This routine physical should consist of the items listed below **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.

Patient's name: _____
Physician's Name: _____
Date of Physical: _____ - _____ - _____
Physician's Signature: _____

Anthem

City of Milford

Cost of Care Programs

Medical:

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

Prescription

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

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

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

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

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

Providers can provide notification in one of two forms:

1. Phone: Providers can submit imaging requests by contacting AIM's call center toll free at 866-714-1107 Monday thru Friday, 8am- 5pm.

2. Website: Ordering providers may submit imaging requests via AIM's ProviderPortal. The ProviderPortal is available 24 hours a day, seven days a week and can be accessed directly at https://providerportal.com, or through a link available on Anthem Online Provider Services (AOPS) at anthem.com.

    - AIM website: www.americanimaging.net/goweb

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

Anthem

Frequently asked questions

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

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

3. What will OrthoNet need in order to approve my sessions?
In order for OrthoNet to review your therapy provider's request, clinical data needs to be sent to OrthoNet by your provider.

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

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

6. How will I find out about the decision?
OrthoNet will tell your provider what the decision is by calling the providers office on the telephone and by sending a letter to your provider. In addition, OrthoNet will mail a letter to you with a decision.

7. What if I decide to receive physical or occupational therapy from a provider that is out-of-network?
You will need to get prior authorization after your initial visit in order for your sessions to be covered.

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

First call OrthoNet at: 888-788-0807

By mail: Anthem Therapy Management Program
c/o OrthoNet
P.O. Box 5046
White Plains, NY 10602-5046

By fax: 888-788-0809

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

First call OrthoNet at: 888-788-0807

By mail: Anthem Therapy Management Program
c/o OrthoNet
P.O. Box 5046
White Plains, NY 10602-5046

By fax: 888-788-9809

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

WELCOME TO BLUE VIEW VISION!

Good news—your vision plan is flexible and easy to use. This benefit summary outlines the basic components of your plan, including quick answers about what's covered, your discounts, and much more!

Anthem BlueCross BlueShield

Blue View Vision℠ BVMO A25.130.130

Your Blue View Vision network

Anthem Blue Cross and Blue Shield vision members have access to one of the nation's largest vision networks. Blue View Vision is the only vision plan that gives members the ability to use their in-network benefits at 1-800 CONTACTS, or choose a private practice eye doctor, or go in store to LensCrafters®, Sears Optical℠, Target Optical®, JCPenney® Optical and most Pearle Vision locations.

Out-of-network: If you choose to, you may receive covered benefits outside of the Blue View Vision network. Just pay in full at the time of service, obtain an itemized receipt, and file a claim for reimbursement of your out-of-network allowance. In-network benefits and discounts will not apply.

YOUR BLUE VIEW VISION PLAN AT-A-GLANCE

VISION PLAN BENEFITS	IN-NETWORK	OUT-OF-NETWORK
Eyeglass frames Once every calendar year you may select an eyeglass frame and receive an allowance toward the purchase price	$130 allowance, then 20% off any remaining balance	$64 allowance
Eyeglass lenses *(Standard)* Once every calendar year you may receive any one of the following lens options:		
o Standard plastic single vision lenses *(1 pair)*	$25 copay	$36 allowance
o Standard plastic bifocal lenses *(1 pair)*	$25 copay	$54 allowance
o Standard plastic trifocal lenses *(1 pair)*	$25 copay	$69 allowance
Eyeglass lens enhancements When obtaining covered eyewear from a Blue View Vision provider, you may choose to add any of the following lens enhancements at no extra cost.		
o Transitions Lenses (for a child under age 19)	$0 copay	No allowance on lens enhancements when obtained out-of-network
o Standard Polycarbonate (for a child under age 19)	$0 copay	
o Factory Scratch Coating	$0 copay	
Contact lenses – once every calendar year		
Prefer contact lenses over glasses? You may choose contact lenses instead of eyeglass lenses and receive an allowance toward the cost of a supply of contact lenses. o Elective Conventional Lenses; or	$130 allowance, then 15% off any remaining balance	$105 allowance
o Elective Disposable Lenses; or	$130 allowance *(no additional discount)*	$105 allowance
o Non-Elective Contact Lenses	Covered in full	$210 allowance

Contact lens allowance will only be applied toward the first purchase of contacts made during a benefit period. Any unused amount remaining cannot be used for subsequent purchases in the same benefit period, nor can any unused amount be carried over to the following benefit period.

BLUE VIEW VISION MEMBER EXCLUSIVE!

You may use your in-network benefit to order your contact lenses from 1-800 CONTACTS.
1-800 CONTACTS offers a huge in-stock inventory, unbeatable prices, outstanding customer service and free shipping.
Just call 1-800 CONTACTS or go to 1800contacts.com for fast and easy ordering of your contact lenses.

EXCLUSIONS & LIMITATIONS (not a comprehensive list)

Combined Offers. Not to be combined with any offer, coupon, or in-store advertisement.
Excess Amounts. Amounts in excess of covered vision expense.
Sunglasses. Sunglasses and accompanying frames.
Safety Glasses. Safety glasses and accompanying frames.
Not Specifically Listed. Services not specifically listed in this plan as covered services.
Lost or Broken Lenses or Frames. Any lost or broken lenses or frames are not eligible for replacement unless the insured person has reached his or her normal service interval as indicated in the plan design.
Non-Prescription Lenses. Any non-prescription lenses, eyeglasses or contacts. Plano lenses or lenses that have no refractive power.
Orthoptics. Orthoptics or vision training and any associated supplemental testing.

Transitions and the swirl are registered trademarks of Transitions Optical, Inc.

OPTIONAL SAVINGS AVAILABLE FROM IN-NETWORK PROVIDERS ONLY		In-network Member Cost (after any applicable copay)

Eyeglass lens upgrades
When obtaining eyewear from a Blue View Vision provider, you may choose to upgrade your new eyeglass lenses at a discounted cost. Eyeglass lens copayment applies.
	• Transitions® Lenses (Adults)
	• Standard Polycarbonate (Adults)
	• Tint (Solid and Gradient)
	• UV Coating
	• Progressive Lenses[1]
	  • Standard
	  • Premium Tier 1
	  • Premium Tier 2
	  • Premium Tier 3
	• Anti-Reflective Coating[2]
	  • Standard
	  • Premium Tier 1
	  • Premium Tier 2
	• Other Add-ons and Services
		$75
		$40
		$15
		$15
		
		$65
		$85
		$95
		$110
		
		$45
		$57
		$68
		20% off retail price

Additional Pairs of Eyeglasses Anytime from any Blue View Vision network provider	• Complete Pair • Eyeglass materials purchased separately	40% off retail price 20% off retail price
Eyewear Accessories	• Items such as non-prescription sunglasses, lens cleaning supplies, contact lens solutions, eyeglass cases, etc.	20% off retail price
Conventional Contact Lenses	• Discount applies to materials only	15% off retail price
SOME OF THE ADDITIONAL SAVINGS AVAILBLE THROUGH OUR SPECIAL OFFERS PROGRAM		
1-800 CONTACTS® After your benefits for the coverage period have been used, you can save on contact lenses with this offer.[3]	• For this and other great offers, login to member services, select discounts, then Vision, Hearing & Dental	Save $20 on orders of $100 or more and get free shipping
Laser vision correction surgery LASIK refractive surgery.	• For this offer and more like it, login to member services, select discounts, then Vision, Hearing & Dental	Discount per eye

[1] Please ask your provider for his/her recommendation as well as the progressive brands by tier.

[2] Please ask your provider for his/her recommendation as well as the coating brands by tier.

OUT-OF-NETWORK

If you choose an out-of-network provider, please complete an out-of-network claim form and submit it along with your itemized receipt to the fax number, email address, or mailing address below. When visiting an out-of-network provider, discounts do not apply and you are responsible for payment of services and/or eyewear materials at the time of service.

To Fax: 866-293-7373
To Email: oonclaims@eyewearspecialoffers.com
To Mail: Blue View Vision
Attn: OON Claims
P.O. Box 8504
Mason, OH 45040-7111

If you need medical treatment for your eyes, visit a participating eye care physician from your medical network. If you have questions about your benefits or need help finding a provider, visit anthem.com or call us at 1-866-723-0515.

This is a primary vision plan with benefits intended to cover only corrective eyewear. Benefits are payable only for expenses incurred while the group and insured person's coverage is in force.

This information is intended to be a brief outline of coverage. All terms and conditions of coverage, including benefits and exclusions, are contained in the member's policy, which shall control in the event of a conflict with this overview. Discounts referenced are not covered benefits under this vision plan and therefore are not included in the member's policy. Laws in some states may prohibit network providers from discounting products and services that are not covered benefits under the plan. Frame discounts may not apply to some frames where the manufacturer has imposed a no discount policy on sales at retail and independent provider locations. Discounts are subject to change without notice. This benefit overview is only one piece of your entire enrollment package.

Anthem Blue Cross and Blue Shield is the trade name of: In Connecticut: Anthem Health Plans, Inc. In Maine: Anthem Health Plans of Maine, Inc. In New Hampshire: Anthem Health Plans of New Hampshire, Inc. Independent licensees of the Blue Cross and Blue Shield Association. ®ANTHEM is a registered trademark of Anthem Insurance Companies, Inc. The Blue Cross and Blue Shield names and symbols are the registered marks of the Blue Cross and Blue Shield Association

10/13

CITY OF MILFORD
FULL DENTAL PLAN
With Riders A & D

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

COVERED SERVICES INCLUDE:

- Oral Examinations= 1 every 3 years
- Periapical and bitewing X-rays= Periapical – as needed & bitewing- 2 every year
- Topical fluoride applications for members under age 19= 2 ever year
- Prophylaxis, including cleaning, scaling and polishing= 2 every 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)*= 1 per tooth surface every 12 months
- Simple extractions **= 1 per tooth per lifetime
- Endodontics - including pulpotomy, direct pulp capping and root canal therapy (excluding restoration)= 1 per tooth per lifetime

*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 our 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. There is no annual maximum.

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 is not a legal contract. It is only a general description of the Full Dental Plan benefits, limitations and exclusions. A complete listing of benefits, limitations and exclusions can be found in the Master Group Policy or Description of Benefits.

Anthem.

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 fifty percent of the dentist's usual charge or fifty 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 fifty of the dentist's charge or 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.

Anthem.

DENTAL AMENDATORY RIDER D
ORTHODONTICS

The following Orthodontic services are provided:

Handicapping malocclusion for a member under age 19, consisting of the installation of orthodontic appliances and orthodontic treatments concerned with the reduction or elimination of an existing malocclusion through the correction of malposed teeth.

The maximum amount payable for orthodontic services is $750.00 per member per lifetime.

ACCESSING BENEFITS:

Participating Dentists Benefits

Anthem Blue Cross & Blue Shield will pay the lesser of sixty percent of the dentist's usual charge or sixty 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 a non-participating dentist renders these services, we will pay to the member the lesser of sixty percent of the dentist's charge or sixty percent 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 & Blue Shield Dental Amendatory Rider D. 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 E – Wage Schedule

GRADE: F-01
FIREFIGHTER

STEP	0	1	2	3	4	5	6
7/1/2020	$ 1,216.92	$ 1,258.01	$ 1,298.98	$ 1,340.01	$ 1,380.18	$ 1,398.80	$ 1,427.04
7/1/2021	$ 1,244.30	$ 1,286.31	$ 1,328.21	$ 1,370.17	$ 1,411.23	$ 1,430.27	$ 1,459.15
7/1/2022	$ 1,275.41	$ 1,318.47	$ 1,361.41	$ 1,404.42	$ 1,446.51	$ 1,466.03	$ 1,495.63

GRADE: F2-40
FIRE INSPECTOR (40 HRS)

STEP	0		1		2
7/1/2020	$ 1,498.95		$ 1,531.49		$ 1,563.62
7/1/2021	$ 1,532.68		$ 1,565.94		$ 1,598.80
7/1/2022	$ 1,571.00		$ 1,605.10		$ 1,638.77

GRADE: F2-42
FIRE LIEUTENANT (42 HRS)

STEP	0		1		2
7/1/2020	$ 1,498.95		$ 1,531.49		$ 1,563.62
7/1/2021	$ 1,532.68		$ 1,565.94		$ 1,598.80
7/1/2022	$ 1,571.00		$ 1,605.10		$ 1,638.77

GRADE: F3-40
SENIOR FIRE INSPECTOR (40 HRS)
FIRE CAPTAIN (40 HRS)

STEP	0		1		2
7/1/2020	$ 1,671.63		$ 1,703.86		$ 1,736.49
7/1/2021	$ 1,709.24		$ 1,742.20		$ 1,775.57
7/1/2022	$ 1,751.97		$ 1,785.75		$ 1,819.96

GRADE F3-42
FIRE CAPTAIN (42 HRS)

STEP	0		1		2
7/1/2020	$ 1,671.63		$ 1,703.86		$ 1,736.49
7/1/2021	$ 1,709.24		$ 1,742.20		$ 1,775.57
7/1/2022	$ 1,751.97		$ 1,785.75		$ 1,819.96

GRADE F4-40
DEPUTY FIRE MARSHAL (40 HRS)
BATTALION CHIEF (40 HRS)

STEP	0		1		2
7/1/2020	$ 1,833.77		$ 1,866.03		$ 1,898.70
7/1/2021	$ 1,875.04		$ 1,908.01		$ 1,941.42
7/1/2022	$ 1,921.91		$ 1,955.71		$ 1,989.96

GRADE F4-42
BATTALION CHIEF (42 HRS)

STEP	0		1		2
7/1/2020	$ 1,833.77		$ 1,866.03		$ 1,898.70
7/1/2021	$ 1,875.04		$ 1,908.01		$ 1,941.42
7/1/2022	$ 1,921.91		$ 1,955.71		$ 1,989.96

*Due to rounding to the fourth decimal the salary may be different +/- $0.01

APPENDIX F – Longevity Plan

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

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

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

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

B. Completion of fifteen (15) through nineteen (19) years of continuous service to the City prior to the Anniversary Date specified herein, shall entitle any Eligible Employee, employed by the City on such Anniversary Date, to receive a Longevity Payment equal to three (3%) percent of his/her basic salary, as computed in accordance herewith.

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

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

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

Multiply by fifty-two (52) weeks, the gross salary earned by such employee in the last full pay period in prior regular and permanent classification and grade, prior to the Anniversary Date in any year in which he qualifies for Longevity Pay, exclusive of overtime pay, recall pay, or pay received for working any hours and/or days in excess of his/her regularly scheduled work week. It is clearly intended hereby, to specifically exclude from the computation of an Eligible Employee's basic salary for the purpose hereof, any and all overtime pay earned by any employee, whether or not, by the nature of his/her employment, he is regularly scheduled to perform such overtime work.

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

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

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

APPENDIX G – 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.

APPENDIX H – Drug and Alcohol Policy

DRUG AND ALCOHOL TESTING AND EMPLOYEE REHABILITATION

The City of Milford and Local 944, IAFF, AFL-CIO agree that the impairment of an employee due to substance ("drug") or alcohol abuse constitutes a danger to the employee, fellow employees, and the general public. As a result, the following program will be instituted and administered by the City with the purpose of preventing drug and alcohol abuse, rehabilitating employees who are affected by drugs and alcohol while maintaining a safe workplace and doing the utmost to protect the employee's right to confidentiality.

A. Urinalysis testing for the presence of controlled substances, illegal drugs and alcohol shall not be conducted on a random basis except as set forth in Paragraph F below, but may be done when requested by the "On Call Chief" or Fire Chief of only when or where there exists a reasonable suspicion to believe, based on objective facts, that an individual is impaired on the job by reason of drug or alcohol use. If an employee is involved in an accident where death or serious injury occurs, the Fire Chief or the "On Call Chief" may have the driver tested for drugs and or alcohol.

B. Test samples will be collected by an independent testing agent; an appropriate chain of custody will be established and maintained to insure the validity of the test results. Tests will be conducted by an independent laboratory contracted with the City. This laboratory will be state certified, with professional association certification by internal proficiency testing. If a field test is given, the field agent collecting the sample and administering the test shall be State certified and samples will be kept for laboratory testing if results are positive. Employees will not be observed in the private act of urination.

C. In the event of an initial positive drug test, a confirmatory urinalysis will be conducted using the most reliable clinical testing procedure available. A blood test will be done if the individual chooses not to be relieved by the Chief at that time. All test results will be accorded the same protection with respect to confidentiality that is given to employee medical records. In the event of a positive test with follow up confirmation, the employee shall be placed on paid administrative leave pending EAP provider recommended treatment or disciplinary hearing to be scheduled as soon as possible.

D. In the event a confirmatory test is positive, the employee, in order to be placed on approved leave, must enroll, attend and complete an EAP provider recommended program which recommended program may include a 28-day rehabilitation program. Any employee may request time off to enter into any EAP provider recommended program. Any employee, who enters into a EAP provider recommended program, shall accept random testing while on duty for a period of five (5) years with a maximum of four (4) random drug or alcohol tests per year. Any subsequent enrollment in rehabilitation shall be solely at the discretion of the City.

E. The employee has the right to provide a portion of the sample to a laboratory of his / her choice with certification as set forth in Paragraph B for independent confirmatory testing, as long as a verifiable chain of custody is maintained, at the employee's expense, within 72 hours of receipt of the positive results. Where it can be shown that the results of the first test were in error, the City shall pay the cost of the independent test, restore the employee immediately to duty, and make the employee whole for any loss of leave and other benefits.

F. In the event the City does not agree with the independent test showing a negative result, a third state certified laboratory will be selected to conduct further tests at the City's expense on a portion of the sample and the third laboratory will inform the City and the employee of the result. If the third laboratory produces a negative result, the employee will be immediately restored to duty and made whole for any loss of leave and other benefits.

At any time it is shown that an employee's test results should have been considered negative, all references to the initial positive test will be expunged from the employee's personnel and medical records and such results will never be used with respect to any employment action or decision involving that employee.

G. On the second occasion that an employee's specimens produces a positive test result, the City may choose to offer the employee an opportunity to participate in a 28 day rehabilitation program; while in said program the member will maintain status as an employee of the Milford Fire Department but shall be on unpaid leave during rehabilitation. Upon successful completion of the program, and upon medical determination that the employee is fit for duty, the employee will be returned to his regular duty assignment or equivalent thereof, subject to random testing with negative results for the remainder of his / her career.. In the event the employee fails to complete a rehabilitation program or in the event the employee has a positive test result on the second occasion, the employee may be subject to discharge or other appropriate disciplinary action. Each employee has the right to challenge the results of the drug testing or any resulting action in the same manner that he may grieve any other management action.

H. At any time, the Union, upon request, will have the right to inspect and observe any aspect of the drug testing program with exception of the individual test results, or observation of the private act of urination as per Paragraph B. The Union may inspect individual test results if the release of their information is authorized by the employee involved.

I. This alcohol and drug testing program is a joint labor management agreement initiated in the interest of employee and public safety. The City shall be held solely liable for any legal obligations and cost arising out of the drug testing program with the exception of the cost associated with a positive test under Paragraph E being borne by the employee unless an error per Paragraph E; however, the random drug testing set forth in Paragraph F shall be submitted through the employees insurance. The Union shall be held harmless by the City for the violation of any person's rights arising from the establishment or administration of the drug testing program.

J. This article is not intended to supersede or waive an employee's federal or state constitutional rights, or any other rights granted to employees under the law.