

AN ORDINANCE REPEALING AN ORDINANCE ESTABLISHING  
CONDITIONS OF EMPLOYMENT AND BENEFITS FOR CITY OFFICIALS AND  
EMPLOYEES IN THE SERVICE OF THE CITY OF MILFORD AND ADOPTING  
CHAPTER 19, CONDITIONS OF EMPLOYMENT AND BENEFITS FOR CITY  
OFFICIALS AND EMPLOYEES IN THE SERVICE OF THE CITY OF MILFORD

BE IT ORDAINED AND ENACTED BY THE BOARD OF ALDERMEN OF THE CITY OF  
MILFORD

**ARTICLE I**  
**CLASSIFIED EMPLOYEES**

**SEC. 1. DEVELOPMENT AND ADMINISTRATION.**

A uniform and equitable compensation plan for classified employees shall be developed and administered by the Civil Service Commission as hereinafter provided. Each year the Civil Service Commission shall review the Compensation Plan and the Wage and Salary Ordinance, and shall, in executive session, recommend to the Mayor such changes as it deems necessary with due regard to ranges of pay for comparable work in other public and private employment in the area, employee benefits received by employees, the financial policy of the City and other economic considerations.

**SEC. 2. ADMINISTRATION.**

**A. Adjustments.** The rate of compensation for any employee entering the classified service from the unclassified service who, while in such unclassified service received less than the minimum rate for the class of position in which he is placed in the classified service, shall be increased to the minimum rate of the pay range for such class. Any such employee whose rate of compensation in the unclassified service was in excess of the maximum rate assigned to the class to which his position is allocated, shall receive the same rate as he was paid in the unclassified service but (except as provided for in Article II, Section 3 of the Civil Service Rules and Regulations), such person shall not be eligible to receive any further increase until he shall occupy a position which has a higher maximum rate. Any such person whose compensation in the unclassified service was at other than an established step of the range in the classified service, shall upon his entrance to same, be increased to the next established step. No new or adjusted rate of compensation shall be set at other than one of the prescribed steps of the pay range.

**B. Appointment Rate.** The minimum rate of pay for a class shall be paid to an employee upon his appointment to the class, excepting an appointment rate above the minimum rate may be paid, if the appointing authority submits a written request outlining reasons for such action which are approved by the Civil Service Commission.

Justification for approval will be limited to recognition of exceptional qualifications of an eligible, or lack of available eligibles at the minimum rate. If a former employee is re-employed in a class comparable to the one in which he was previously employed, the appointing authority may, with the approval of the Civil Service Commission, make an appointment at the same rate of pay which the employee had been receiving at the termination of his service.

**C. Probation and Advancements within a Compensation Schedule.**

1. Each classified employee shall, both upon his original appointment and/or after his promotion to a higher classified position, serve a period of probation. The periods of such probation shall be in accordance with the provisions set forth in the Civil Service Rules and Regulations.

2. If an employee, upon his initial appointment, does not satisfactorily complete his probationary period, he shall be separated from the service. If an employee, upon promotion to a higher classification, does not satisfactorily complete his probationary period, or he chooses to return to his former job, he shall revert to his former classification, providing however, that no employee shall so revert, voluntarily or otherwise, after he has completed his probationary period.

3. No employee shall be promoted unless and until his department head shall furnish to the Civil Service Commission written evidence of both the department head's approval of such promotion and the employee's acceptance of same. In the event any such employee shall, as the result of a promotion, acquire a new department head, such new department head shall, in addition to the aforesaid, furnish to the Commission his written approval of the promotion.

4. After the completion of each year of service, each employee shall be advanced to the next higher step in the appropriate schedule on the first of July of each such year, excepting any employee whose department head recommends in writing to the Mayor, with a copy to the Civil Service Commission, that such employee shall not be advanced, and excepting further, any employee who has reached the maximum step in the grade which he is assigned.

5. New employees receive increments as follows:

(a) Each new employee who enters the service of the City on any day from the first of July to the thirty-first of December, inclusive, shall advance to the next higher step on the first of July next succeeding.

(b) Each new employee who enters the service of the City on or after January first shall not advance to the next higher step on the first of July next succeeding.

6. No increase in pay shall be given to any employee until such time as the Civil Service Commission has approved same, in writing, to the Director of Finance. All such increases shall be made only in accordance with the established steps in the appropriate pay range.

**D. Trainee Advancement.** An employee who is appointed to a position in the classified service, for which he is to be trained, shall be paid at the minimum step of two (2) grades lower than the position for which he is training. In the event the employee's rate of pay in the classified service at the time he becomes a trainee is higher than the trainee rate, then the Civil Service Commission shall review the case and place the employee in the rate range position which, in its opinion, is appropriate under the circumstances.

**E. Total Remuneration.** Excepting for reimbursement for official travel and/or as otherwise provided herein, no employee shall receive pay from the City in addition to the rate of compensation authorized under the schedule provided in the "Ordinance Establishing Compensation of City Officials and Employees", and the "Ordinance Establishing Longevity Pay Plan for Certain Employees of the City of Milford", for services rendered by him, either in the discharge of his ordinary duties or any additional duties which may be imposed upon him or which he may undertake or volunteer to perform. No reward, gift or other form of remuneration in addition to regular compensation shall be received from any source by employees for the performance of their duties. Nothing in this paragraph shall be construed to mean that a person may not hold a completely separate job with the City from his normal classified job and receive compensation for the additional work, provided none of the work pertaining thereto is performed by him or anyone else during the hours required to perform his regular job.

**F. Pay for Part-Time Work.** Whenever an employee's normal work period is less than the regularly established number of hours a day, days a week or weeks a month for his job classification, the amount paid him for each pay period shall be proportionate to the time actually worked in that pay period.

**G. Pay Rates in Transfer, Promotion, Demotion or Other Changes in Employment.**

1. **Transfer.** If an employee is transferred, i.e. moved from one position to another position in the same pay grade having the same minimum and maximum rates of pay, the rate of compensation shall remain the same.

2. **Promotion.**

(a) If an employee is promoted on a permanent or temporary basis, i.e. moved from a position in one grade to a position in another grade having a higher minimum rate of pay, his new rate of pay shall be at a step which shall result in an increase equivalent to at least the monetary

difference between the minimum step and step one of a new grade to which the employee is being promoted.

(b) Temporary promotions shall be made in accordance with Article VI, Section 5 of the Rules and Regulations of the Civil Service Commission.

3. Demotion.

(a) If an employee is demoted, i.e. moved from a position in one grade to a position in another grade having a lower minimum and maximum rate of pay, due to failure or inability to perform in the higher rated position or due to loss of license necessary to the performance of duties in the higher rated position, his new rate of pay shall be the same step in the lower grade. If the employee previously occupied the lower rated position, his new rate of pay shall be the highest step he would have attained had he remained in the lower rated position.

(b) If an employee is demoted because he is physically or mentally incapable of performing the duties of his position, the step at which he shall be paid in the new grade shall be determined by the Civil Service Commission.

4. Other Changes in Employment.

(a) If an employee is moved at his own request from a position in one grade to a position in another grade having a lower minimum and maximum rate of pay, the step at which he shall be paid in the new grade shall be determined by the Civil Service Commission.

(b) If the position in which an employee works is reclassified to a lower grade, the grade and step or rate of pay at which he shall be paid shall be determined by the Civil Service Commission, Section 2A herein notwithstanding.

(c) If an employee is moved from a position in one grade to a position in another grade having a lower minimum and maximum rate of pay because of the abolishment of his position, the step at which he shall be placed shall be determined by the Civil Service Commission.

(d) If an employee is moved from a position in one grade to a position in another grade having a lower minimum and maximum rate of pay as a result of disciplinary action, the step at which he shall be placed shall be determined by the Civil Service Commission.

## **H. Hours of Work and Overtime Hours.**

### **1. Hours of Work.**

(a) Each daily pay period shall start at 12:01 a.m. and shall end at 12 midnight. Each weekly pay period shall start on Saturday at 12:01 a.m. and shall end on Friday at 12 midnight.

(b) The regular work week shall be thirty-seven and one-half (37 ½) hours.

(c) The hourly rate of employees shall be determined by dividing the employee's regular weekly pay by thirty-seven and one-half (37 ½) hours.

### **2. Overtime.**

(a) Overtime hours for employees in Schedule B-2 shall be those hours actually worked over thirty-seven and one-half (37 ½) hours in any weekly pay period. Payment of time actually worked over thirty-seven and one-half (37 ½) in any weekly pay period shall be made at one and one-half (1 ½) times the regular hourly rate of the employee.

(b) Overtime for employees in Schedule B-2 shall be scheduled in advance and approved by the department head and Mayor.

(c) No employee under this Article shall receive compensatory time-off allowance.

## **SEC. 3. EMPLOYEE BENEFITS.**

### **A. Holidays.**

New Years Day  
Martin Luther King Day  
Washington's Birthday  
Good Friday  
Memorial Day  
Independence Day

Labor Day  
Columbus Day  
Veterans' Day  
Thanksgiving  
Christmas  
Two (2) Floating Holiday

Holidays falling on Saturdays and Sundays shall be observed in accordance with the provisions of the Connecticut General Statutes.

**B. Vacations.**

1. Vacations shall be calculated on a fiscal year basis. Each permanent employee shall accrue vacation leave with pay on a monthly basis as provided herein in subparagraphs 3 and 4 below.

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

3. In recognition of the substantial overtime and evening hours required to be worked by the Finance Director and in lieu of overtime pay and compensatory time off, the Finance Director shall be entitled to fifteen (15) days paid vacation each fiscal year. After completing five (5) years of continuous service the Finance Director shall be entitled to twenty (20) days paid vacation each fiscal year and twenty-five (25) days paid vacation after completing ten (10) years of continuous service. The time for taking of all vacations shall be subject to the approval of the Mayor.

4. All other employees in Schedules B-2 and D-2 shall be entitled to ten (10) days paid vacation each fiscal year. Any such employee who has been in the continuous service of the City for five (5) or more years shall be entitled to fifteen (15) days paid vacation each fiscal year. Any such employee who has been in the continuous service of the City for ten (10) or more years shall be entitled to twenty (20) days paid vacation each fiscal year. The time for taking of all vacations shall be subject to the approval of the employee's department head, or in the case of department heads, the approval of the Mayor.

5. The policy with respect to carrying over vacation time earned but not used is that an employee may carry over a maximum of one-half ( $\frac{1}{2}$ ) of the vacation time for any fiscal year to the next fiscal year only, provided that the total vacation time entitlement for any year shall not exceed one and one-half ( $1\frac{1}{2}$ ) times the current year's entitlement. An employee leaving the employ of the City having vacation time earned but not used shall at the time of his release from employment be paid in lieu of vacation.

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

**C. Sick Leave and Personal Business Days.** All employees in Schedule B-2 and D-2 shall be entitled to paid sick leave on the basis of one and one-quarter ( $1\frac{1}{4}$ ) working days for each completed month of service and shall be cumulative to ninety (90) days. There is no entitlement to payment for any unused sick time. The Mayor may at his or her discretion, grant additional paid sick leave. An employee may, with the prior approval of his department head, use no more than four (4) days of earned sick leave for personal business. Such use of sick leave shall be non-cumulative and may not be taken

on a day preceding or following a holiday without the prior approval of the department head, or in the case of department heads, the approval of the Mayor.

**D. Educational Benefits.**

1. In order to enhance professional growth, employees in Schedules B-2 and D-2 shall have the opportunity to participate in courses and programs offered outside of the City. The City shall set aside a fund specifically for the purpose of reimbursing employees for the cost of schooling and school-related materials which are relevant to the employee's present position. In order to receive reimbursement for the foregoing, the employees must follow these steps:

(a) Submit a request which is subject to the approval of both the department head and Finance Director prior to enrolling for the courses; and

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

2. No reasonable request for approval of the course and reimbursement shall be denied and employees shall receive reimbursement within one month of presenting evidence of successful completion.

3. The City shall set aside a fund in the amount of Five Thousand (\$5,000.00) Dollars per year for this purpose. The City will contribute sufficient funds at the beginning of each fiscal year to bring the amount of this fund up to the Five Thousand (\$5,000.00) Dollar amount. Any excess funds may be rolled over to any subsequent fiscal year.

4. Individual employee applications under this provision shall not exceed Five Hundred (\$500.00) dollars per fiscal year, per employee without the prior approval of the Mayor.

**E. Bereavement Leave.**

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

2. Each permanent employee shall be granted up to three (3) working days with pay due to the death of the employee's sister, brother, mother-in-law, father-in-law, relative regularly domiciled in the employee's household, grandmother, grandfather, grandchild, sister-in-law, brother-in-law and spouse of either.

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

**F. Worker's Compensation.** An unclassified employee eligible for worker's compensation payments shall receive an amount which, when added to the compensation, shall equal his regular salary for a period not to exceed thirteen (13) weeks for any one injury. In no event shall any employee receive this additional amount described above for more than thirteen (13) weeks in any one fiscal year regardless of the number of injuries.

**G. Insurance.**

1. Group Health and Dental Insurance.

(a) For eligible employees in Schedule B-2 and D-2, and employee's spouse and eligible dependents, shall be in accordance with the working agreement for the Milford Supervisors' Association (MSA).

(b) In the event of the death of an employee, the health and dental benefits pursuant to subparagraph (a) hereinabove shall be continued for the employee's spouse and eligible dependents for a period of one (1) year after the employee's death, provided that said spouse and dependents remain otherwise eligible for said benefits.

2. Group Life and Accidental Death and Dismemberment Insurance

For eligible employees in Schedule B-2 and D-2 shall be in accordance with the working agreement for the Milford Supervisors' Association (MSA).

**H. Insurance – Retired Employees.**

1. Group Health Insurance.

(a) For eligible employees in Schedule B-2 and D-2 who have retired under the Pension Plan of the City of Milford, and retiree's spouse and eligible dependents, shall be entitled to health insurance benefits in accordance with the working agreement for the Milford Supervisors' Association (MSA).

(b) In the event of the death of a retiree, the health benefits pursuant to subparagraph (a) hereinabove shall be continued for the retiree's spouse and eligible dependents for a period of one (1) year after the retiree's death, provided that said spouse and dependents remain otherwise eligible for said benefits.



2. Group Life Insurance.

For eligible employees in Schedule B-2 and D-2, who have retired under the Pension Plan of the City of Milford, shall be entitled to group life insurance benefits in accordance with the working agreement for the Milford Supervisors' Association (MSA).

I. Longevity.

Employees in Schedule B-2 and D-2 shall be entitled to longevity in accordance with the working agreement for the Milford Supervisors' Association (MSA).

**ARTICLE I-A**  
**FEDERAL AND STATE SUBSIDIZED EMPLOYEES**

**SEC. 1. SUBJECT**

The employees included in this Article are those employees who are employed under a Federal or State or combined Federal and State subsidized program as shown in Article 1-A, Schedules B and U-2 of "An Ordinance Establishing the Compensation for City Officials and Employees."

**SEC. 2. DEFINITIONS.**

A. Subsidized Employee – Any person who is employed by the City of Milford pursuant to and under a federal or state subsidized program or any combined federal and state subsidized.

B. Subsidized Program – Any program, whereby employees are hired by the City of Milford and the funding of those employees is provided in whole or in part by federal or state programs or a combination of federal and state programs.

C. City Budgeted Position – Any position in the City established and funded by the City Budget Ordinance.

**SEC. 3. APPLICABILITY**

A. For those employees in Schedule B the conditions of employment and benefits will be the same as those set forth under Article I of this Ordinance for employees in Schedule B-2 of Article I of an "Ordinance Establishing Compensation of City Officials and Employees in the Service of the City of Milford" unless otherwise set forth in this Article 1-A.

B. For those employees in Schedule U-2 the conditions of employment and benefits will be the same as those set forth under Article I of this Ordinance for employees in Schedule D-2 of Article I of an “Ordinance Establishing Compensation of City Officials and Employees in the Service of the City of Milford” unless otherwise set forth in this Article 1-A.

#### **SEC. 4. EMPLOYEE BENEFITS.**

##### **A. Insurance.**

###### **1. Group Health and Dental Insurance.**

(a) For eligible employees in Schedule B, and employee’s spouse and eligible dependents, shall be in accordance with the working agreement for the Milford Employees’ Association (MEA).

(b) For eligible employees in Schedule U-2, and employee’s spouse and eligible dependents, shall be in accordance with the working agreement for the Milford Supervisors’ Association (MSA).

(c) In the event of the death of an employee, the health and dental benefits pursuant to subparagraphs (a) and (b) hereinabove shall be continued for the employee’s spouse and eligible dependents for a period of one (1) year after the employee’s death, provided that said spouse and dependents remain otherwise eligible for said benefits.

###### **2. Group Life and Accidental Death and Dismemberment Insurance**

(a) For eligible employees in Schedule B shall be in accordance with the working agreement for the Milford Employee’ Association (MEA).

(b) For eligible employees in Schedule U-2 shall be in accordance with the working agreement for the Milford Supervisors’ Association (MSA).

##### **B. Insurance – Retired Employees.**

###### **1. Group Health Insurance.**

(a) For eligible employees in Schedule B who have retired under the Pension Plan of the City of Milford, and retiree’s spouse and eligible dependents, shall be entitled to health insurance benefits in accordance with the working agreement for the Milford Employees’ Association (MEA).

(b) For eligible employees in Schedule U-2 who have retired under the Pension Plan of the City of Milford, and retiree's spouse and eligible dependents, shall be entitled to health insurance benefits in accordance with the working agreement for the Milford Supervisors' Association (MSA).

(c) In the event of the death of a retiree, the health benefits pursuant to subparagraphs (a) and (b) hereinabove shall be continued for the retiree's spouse and eligible dependents for a period of one (1) year after the retiree's death, provided that said spouse and dependents remain otherwise eligible for said benefits.

2. Group Life Insurance.

For eligible employees in Schedule B-2 and D-2, who have retired under the Pension Plan of the City of Milford, shall be entitled to group life insurance benefits in accordance with the working agreement for the Milford Supervisors' Association (MSA).

**C. LONGEVITY.**

1. Employees in Schedule B shall be entitled to longevity in accordance with the working agreement for the Milford Employees' Association (MEA).

2. Employees in Schedule U-2 shall be entitled to longevity in accordance with the working agreement for the Milford Supervisors' Association (MSA).

**SEC. 5. APPOINTMENT TO CITY BUDGETED POSITION.**

A. Whenever a subsidized employee is appointed to a City budgeted position within the City of Milford, the rules and requirements pertaining to the examination and hiring for such City budgeted position shall apply; however, if such subsidized employee was:

1. Required to comply with the examination and hiring rules and regulations of the City before being hired under the subsidized program, and

2. Is being appointed to a City budgeted position within the same City department for which he was a subsidized employee then the examination and hiring rules and regulations of the City will be deemed to have been satisfied.

**SEC. 6. PERMANENT DATE OF EMPLOYMENT.**

**A. Civil Service Positions.**

1. The permanent date of employment for the purposes of the following conditions of employment for employees appointed to a City budgeted Civil Service position after service under a subsidized program, and without a break in service, shall be the date upon which the employee was appointed to the subsidized program:

- (a) For permanent date of entry into the Pension System for those subsidized employees participating in the Retirement System only.
- (b) For permanent date for longevity pay.
- (c) For sick leave accumulated credits.
- (d) For vacation accumulated credits.

2. The date of employment for said employees for the following conditions shall be the date of appointment to the Civil Service position:

- (a) For permanent date of entry into the Pension System for those subsidized employees who do not participate in the Retirement System only.
- (b) For layoff seniority.
- (c) For vacation selection.
- (d) For promotion advantages.
- (e) For probation purposes.

3. Grade/Step upon permanent City employment.

(a) If a subsidized employee is assimilated into an identical grade and classification within the same division, his appointment to the City budgeted position shall be at the step he was employed in on the last day of his subsidized service.

(b) If a subsidized employee is assimilated into a grade and classification other than that in which he performed on the last day of his subsidized service, the provision of Article I, Section G of this ordinance shall apply.

4. All provisions of Article I of this ordinance (pertaining to the classified service and the Civil Service rules and regulations) which are not inconsistent with the provision of Section 4A, subparagraphs 1, 2 and 3 of this article shall apply.

**B. Public Safety Employees – Uniformed Employees**

1. Subsidized Uniformed Employee/Permanent Uniformed Employee.

(a) Whenever a subsidized employee is appointed to a City budgeted position in the fire or police department at the rank of

patrolman/patrolwoman, police dispatcher or firefighter, after having served as a subsidized employee in the fire or police department without a break in service, said employee shall have as his permanent date of employment for the following conditions of employment the date of his initial appointment under the subsidized program:

- (1) For permanent date of entry into the Pension System
- (2) For permanent date of longevity
- (3) For sick leave benefits
- (4) For vacation accumulated credits
- (5) For layoff seniority
- (6) For vacation selection
- (7) For promotion advantages
- (8) For probation purposes and for all other relevant conditions of employment.

This provision shall apply only to those employees whose subsidized service was within the department to which they are permanently appointed.

2. Subsidized Non-Uniformed Employee/Permanent Uniformed Employees.

(a) Whenever a subsidized employee is appointed to a City budgeted position to the fire or police department at the rank of patrolman/patrolwoman, police dispatcher or firefighter, after having served as a subsidized employee in a City department other than the Fire or Police Department without a break in service, he shall have as his permanent date of employment for the following conditions of employment, the date of his initial appointment under the subsidized program.

- (1) For permanent date of longevity

(b) The date of appointment to the Fire or Police Department for said employee shall be his permanent date of employment for the following conditions of employment:

- (1) For permanent date of entry into the Pension System
- (2) For sick leave benefits
- (3) For vacation accumulated credits
- (4) For layoff seniority
- (5) For vacation selection
- (6) For promotion advantages
- (7) For probation purposes

(c) In such event, said employee will be required to take all vacation earned but not used prior to his termination as a subsidized employee.

3. Subsidized Uniformed Employee/Permanent Non-Uniformed Employee.

(a) Whenever a subsidized employee is appointed to a City budgeted position in a City department other than the Fire or Police Department, after having served as a subsidized employee in the Fire or Police Department, without a break in service, he shall have as his permanent date of employment the date of his initial appointment under the subsidized program.

- (1) For permanent date of longevity
- (2) For sick leave benefits for subsidized employees who were in the Police Department only.

(b) The date of appointment to a City budgeted position in a City department other than the Fire or Police Department, shall be his permanent date of employment for the following conditions of employment:

- (1) For permanent date of entry into the Pension System
- (2) For sick leave benefits for subsidized employees who were in the Fire Department only.
- (3) For vacation accumulated credits
- (4) For layoff seniority
- (5) For vacation selection
- (6) For promotion advantages
- (7) For probation purposes

(c) In such event, said employee will be required to take all vacation earned but not used prior to his termination as a subsidized employee.

4. Grade/Step upon Permanent City Employment.

(a) If a subsidized employee is assimilated into an identical grade and classification, his appointment to the City budgeted position shall be at the step he was employed in on the last day of his subsidized service.

(b) If a subsidized employee is assimilated into a grade and classification other than that in which he performed on the last day of his subsidized service, the provision of Article V, Section 4 of this ordinance shall apply.

5. All provisions of Article II of this ordinance, pertaining to public safety employees, which are not inconsistent with the provision of Section 4B, subparagraphs 1, 2, 3 and 4 of this article shall apply.

**C. Non-Civil Service/Non-Uniformed Employees.**

1. Any subsidized employee appointed to a City budgeted position which position is neither covered by Civil Service and is non-uniformed and/or non-investigative, after having served a period of subsidized employment without a break in service shall have his date of permanent employment established in accordance with the provisions of Section 4A of the Article pertaining to Civil Service positions.

2. Grade/Step upon Permanent City Employment.

(a) If a subsidized employee is assimilated into an identical grade and classification, his appointment to the City budgeted position shall be at the step he was employed in on the last day of his subsidized service.

(b) If a subsidized employee is assimilated into a grade and classification other than that in which he performed on the last day of his subsidized service, the provision of Article V, Section 3 of this Ordinance shall apply.

3. All provisions of Article III of this Ordinance (pertaining to unclassified officials and employees) which are not inconsistent with the provision of Section 4C, subparagraphs 1 and 2 of this article shall apply.

**D. Retroactive Application.**

All provisions of this Ordinance except, Sections 4A, subparagraph 3, 4B, subparagraph 4 and 4C, subparagraph 2 regarding "Grade/Step upon Permanent City Employment" shall be applicable retroactively as to all employees now presently serving the City budgeted positions whose conditions of employment would be affected by the fact that they had served a prior term of subsidized service without a break in service. Sections 4A, subparagraph 3, 4B, subparagraph 4 and 4C, subparagraph 2 regarding "Grade/Step upon Permanent City Employment" shall be retroactive as to all employees now presently serving in City budgeted positions whose conditions of employment would be affected by the fact that they had served a prior term of subsidized service without a break in service only to July 1, 1977. In such case, the rules of this section shall be applicable, provided however, that the provision for this ordinance which pertain to the initial date of entry into the pension system shall not apply to any employee covered by this ordinance until such employee has reimbursed the pension fund for all employee contributions withdrawn at the time of such employee's permanent appointment to a City budgeted position.

## **ARTICLE II PUBLIC SAFETY EMPLOYEES**

### **SEC. 1. SUBJECT.**

The employees included in this article are those employees of the Police Department and Fire Department, as shown in Article II, Schedules G, H, H-1, K and R of "An Ordinance Establishing the Compensation of City Officials and Employees".

### **SEC. 2. HOURS OF WORK.**

**A.** For employees in Schedules G, H, H-1, K and R the work week shall be 40 hours, 5 consecutive 8-hour days, with two (2) full consecutive days off. The Bonus pay for 2<sup>nd</sup> & 3<sup>rd</sup> shifts and Sunday shall be as follows:

1. 3:00 P.M. – 11:00 P.M. and 4:00 P.M. – 12:00 midnight, additional \$0.20 per hour added to base pay.
2. 11:00 P.M. – 7:00 A.M. and 12:01 A.M. – 8:00 A.M. additional \$0.25 per hour added to base pay.
3. All work performed on Sunday and Holidays – in addition to the foregoing bonuses, an additional \$0.15 per hour will be paid.

**B.** Any Employee serving in the police department in the non-uniformed position of clerk-public safety shall receive the appropriate bonus pay as is provided hereinabove in subparagraphs 1, 2 and 3. This provision will not however apply to other special conditions of uniformed employment including but not limited to holiday pay.

### **SEC. 3. OVERTIME.**

**A.** For employees in Schedules G, H and H-1 overtime pay shall be received for all hours worked in excess of eight (8) hours per day or forty (40) hours per week at a rate of not less than one and one-half (1 ½) the current salary of employees receiving same. Overtime as used herein shall not apply to special assignments voluntarily selected by the employees, such as vacation relief, open assignments, not to exceed a normal eight (8) hour shift. Any hours worked on said special assignments in addition to the normal eight (8) hour shift shall be considered as and paid for under this section as overtime pay. When an employee is required to return to duty to perform overtime duties on a regular working day, and when the overtime hours so worked are not contiguous with his regular duty hours, he shall be paid not less than four (4) hours at one and one-half (1 ½) times the current hourly rate of such employee.

**B.** Employees in Schedule K and Schedule R shall receive compensatory time off for all hours worked in excess of the regular established work week. Compensatory



time shall accumulate at the rate of one (1) times the excess time worked. Each employee shall be permitted to accumulate and carry forward from year to year a maximum of thirty (30) days compensatory time off. Any compensatory time off in excess of said thirty (30) days must be taken during the fiscal year in which it is earned. At the time of an employee's retirement any unused compensatory time, up to a maximum of thirty (30) days, shall be paid at the current rate for each employee and shall not be included in the employee's pension base.

#### **SEC. 4. EMPLOYEE BENEFITS.**

##### **A. Holidays.**

1. For employees in Schedules G, H, H-1, K and R holidays shall be as follows:

New Years Day	Memorial Day
Martin Luther King Day	Labor Day
Lincoln's Birthday	Columbus Day
Washington's Birthday	Veterans Day
Good Friday	Thanksgiving
Easter	Christmas
Fourth of July	

Holidays falling on Saturdays and Sundays shall be observed in accordance with the provisions of the Connecticut General Statutes.

2. Employees in Schedules K and R a paid holiday shall be a day's pay (8 hours) at the current rate for each employee added to the regular weekly pay of the employee in the week following the holiday.

3. Employees in Schedule G, H and H-1 shall receive the holiday off with regular pay only.

4. Employees in Schedules G, H and H-1 working on a holiday shall receive pay at the rate of one and one-half (1 ½) times the current salary for the hours worked in addition to the paid holiday pay as provided herein. Employees in Schedules K and R shall receive compensatory time as provided in Section 3B of this Article II.

5. If any day or fraction thereof is declared by the Mayor to be a holiday for other City employees, the employees in this section shall be compensated in compensatory time therefore.

**B. Vacations.** For employees in Schedules G, H, H-1, K and R vacations shall be granted as follows:

1. For Fire Department Personnel.

(a) For each permanent employee who has or will have less than one (1) year of service on June 30 of such fiscal year shall receive one (1) working day of vacation leave with pay for each month of service, including his probationary time, up to a maximum of five working days.

(b) Each employee who has completed one (1) year but less than seven (7) years of service on June 30 of any fiscal year shall receive ten (10) working days of vacation.

(c) Each employee who has completed seven (7) years but less than nine (9) years of service on June 30 of any fiscal year shall receive eleven (11) working days of vacation.

(d) Each employee who has completed nine (9) years but less than ten (10) years of service on June 30 of any fiscal year shall receive twelve (12) working days vacation.

(e) Each employee who has completed ten (10) years but less than twelve (12) years of service on June 30 in any fiscal year shall receive fifteen (15) working days vacation.

(f) Each employee who has completed twelve (12) years but less than fourteen (14) years of service on June 30 in any fiscal year shall receive sixteen (16) working days vacation.

(g) Each employee who has completed fourteen (14) years but less than sixteen (16) years of service on June 30 in any fiscal year shall receive seventeen (17) days vacation.

(h) Any employee who has completed sixteen (16) years but less than eighteen (18) years of service on June 30 of any fiscal year shall receive eighteen (18) working days vacation.

(i) Each employee who has completed eighteen (18) years but less than twenty (20) years of service on June 30 in any fiscal year shall receive nineteen (19) working days vacation.

(j) Each employee who has completed twenty (20) or more years of service on June 30 of any fiscal year shall receive twenty (20) working days vacation.

2. For Police Department Personnel.

(a) Each employee who has completed six months but less than one (1) year of service on his anniversary date shall receive five (5) working days vacation.

(b) Each employee who has completed one (1) year but less than seven (7) years of service on his anniversary date shall receive ten (10) working days vacation.

(c) Each employee who has completed seven (7) years but less than nine (9) years of service on his anniversary date shall receive eleven (11) working days vacation.

(d) Each employee who has completed nine (9) years but less than ten (10) years of service on his anniversary date shall receive twelve (12) working days vacation.

(e) Each employee who has completed ten (10) years but less than fifteen (15) years of service on his anniversary date shall receive fifteen (15) working days vacation.

(f) Each employee who has completed fifteen (15) years but less than twenty (20) years of service on his anniversary date shall receive twenty (20) working days vacation.

(g) Each employee who has completed twenty (20) years of service on his anniversary date shall receive an additional working day of vacation for each year of service completed after twenty (20) years to a maximum of twenty-five (25) working days of vacation.

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

**C. Insurance.**

1. Group Health and Dental Insurance.

(a) For eligible employees in Schedules G, H-1 Grade 24 and 25 and R, and eligible family members, shall be in accordance with the working agreement for the Local 994, International Association of Firefighters, AFL-CIO.

(b) For eligible employees in Schedules H, H-1 Grade 26 and K, and eligible family members, shall be in accordance with the working agreement for the Milford Police Union, Local 899, AFSCME, AFL-CIO.

(c) In the event of the death of an employee, the health and dental benefits pursuant to subparagraphs (a) and (b) hereinabove shall be continued for the employee's spouse and eligible dependents for a period of one (1) year after the employee's death, provided that said spouse and dependents remain otherwise eligible for said benefits.

2. Group Life and Accidental Death and Dismemberment Insurance

(a) For eligible employees in Schedule R shall be in accordance with the working agreement for the Local 994, International Association of Firefighters, AFL-CIO.

(b) For eligible employees in Schedule K shall be in accordance with the working agreement for the Milford Police Union, Local 899, AFSCME, AFL-CIO.

(c) For employees in Schedules G, H and H-1 shall be in accordance with the working agreement for Milford Employees' Association (MEA).

**D. Insurance – Retired Employees.**

1. Group Health Insurance.

(a) For eligible employees in Schedules G, H-1 Grade 24 and 25 and R, and eligible family members, shall be in accordance with the working agreement for the Local 994, International Association of Firefighters, AFL-CIO.

(b) For eligible employees in Schedules H, H-1 Grade 26 and K, and eligible family members, shall be in accordance with the working agreement for the Milford Police Union, Local 899, AFSCME, AFL-CIO.

(c) In the event of the death of a retiree, the health and dental benefits pursuant to subparagraphs (a) and (b) hereinabove shall be continued for the retiree's spouse and eligible dependents for a period of one (1) year after the retiree's death, provided that said spouse and dependents remain otherwise eligible for said benefits.

2. Group Life Insurance.

(a) For eligible employees in Schedule R shall be in accordance with the working agreement for the Local 994, International Association of Firefighters, AFL-CIO.

(b) For eligible employees in Schedule K shall be in accordance with the working agreement for the Milford Police Union, Local 899, AFSCME, AFL-CIO.

(c) For employees in Schedules G, H and H-1 shall be in accordance with the working agreement for Milford Employees' Association (MEA).

**E. Longevity.**

1. Employees in Schedules H, H-1 Grade 26, and K shall be entitled to longevity in accordance with the working agreement for the Local 994, International Association of Firefighters, AFL-CIO.

2. Employees in Schedules G, H-1 Grades 24 and 25, and R shall be entitled to longevity in accordance with the working agreement for the Milford Police Union, Local 899, AFSCME, AFL-CIO.

**SEC. 5. OTHER EMPLOYEE BENEFITS.**

**A. For Police Department Personnel in Schedules H, H-1 Grade 26 and K.**

1. Sick Leave.

(a) Each employee shall be allowed one and one-quarter (1 ¼) days per month sick leave.

(b) Unused days up to fifteen (15) days in any year shall be credited to said employee's account. Such account to be known as "Sick Leave Account" or "Bank", and shall be cumulative over the period of years said employee remains in the department.

(c) At the discretion of the Board of Police Commissioners additional sick leave may be voted for hardship cases.

(d) Any illness of over three (3) days duration shall require a doctor's certificate, to be forwarded to the Chief of Police, upon return to work.

(e) Illness on regular days off, or during vacation shall not be charged against employee's Sick Leave Account.

(f) In the event that any employee accumulates a deficiency in his sick leave account, he shall be required to make up at least eight (8) hours in each fourteen (14) day period following his return to work. Failure

to do so will be cause for non-payment for time lost during any subsequent illness, provided deficit still exists.

(g) Employees of the department shall have the right to transfer from their sick leave account any number of days they may wish to another employee's sick leave account, with the approval of the Chief.

(h) Each employee of the department who was employed by the Milford Police Department prior to January 1, 1984 and who is retired under the Pension Plan, shall be financially compensated (i.e. paid in cash) for one hundred (100%) percent of all unused sick days credited to the employee's account at the time of his or her retirement. Effective January 1, 1984, each officer employed on or after that date shall be financially compensated (i.e. paid in cash) for one hundred (100%) percent of all unused sick days up to a limit of one hundred ten (110) days. For the purpose of the foregoing, the word retirement shall be construed to mean the following:

- (1) Normal Retirement.
- (2) Disability Retirement.
- (3) The death of an employee in service prior to his normal retirement date in which event such payment shall be made to his estate or other lawful heir.

## 2. Bereavement Leave.

(a) Each employee may take up to four (4) consecutive full days off, without loss of pay, because of the death of a member of the employee's immediate family.

(b) Each employee may take up to three (3) consecutive days off, without loss to pay, due to the death of the employee's spouse's immediate family.

(c) Immediate family under this Section shall be:

Mother	Sister
Brother	Wife
Father	Daughter
Husband	Son

Any other relative who is an actual member of the household.

(d) Each employee may take up to two (2) days off due to the death of any blood relative. For the purpose of this Section, blood relative shall include aunts, uncles, nieces, nephews, grandparents and first cousins. Said two (2) days are to be deducted from the employee's sick

leave account and the employee's entitlement to take such time off shall be corroborated by an obituary notice or memorandum, which is to be submitted to the employee's Superior Officer, within forty-eight (48) hours after the employee has returned to duty.

(e) Time off relative to Sections "a" and "b" of this Section shall not be deducted from the employee's sick leave account.

3. Uniforms and Clothing.

(a) All plainclothes personnel, with the exception of those in Schedules H and H-1, shall be paid a clothing allowance in accordance with the working agreement for the Milford Police Union, Local 899, AFSCME, AFL-CIO.

(b) The City will provide uniformed employees with uniforms as needed.

(c) The City shall reimburse any employee, with the exception of those in Schedules H and H-1, for the loss or damage of clothing and/or personal property suffered in the performance of duty, provided such loss is not a result of the officer's negligence.

(d) Each employee, with the exception of those in Schedules H and H-1, shall receive a Uniform Clothing and Maintenance Allowance in accordance with the working agreement for the Milford Police Union, Local 899, AFSCME, AFL-CIO.

4. Personal Time. Each employee shall be allowed two (2) days emergency leave without loss of pay for each occurrence, for the purpose of securing help and care for any member of the employee's or spouse's immediate family who may be ill or injured but said days are to be deducted from such employee's sick leave account.

5. Book Allowance. Each employee shall be reimbursed in an amount up to \$75.00 per Fiscal Year for the cost of books and related equipment incurred in pursuit of a police related course of study.

**B. For Fire Department Personnel in Schedules G, H-1 Grades 24 and 25 and R.**

1. Sick Leave. The current practice as established by the Board of Fire Commissioners shall be maintained.

2. Bereavement Leave. Bereavement leave shall be granted three (3) days' leave. Bereavement leave shall be granted 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 or relative domiciled in the house where the employee resides. One (1) day's leave shall be granted in the event of the death of the employee's aunt, uncle, niece or nephew, and spouse's grandparents. The leave with pay provided for in this section may, for special reasons, be extended upon approval of the Chief.

3. Uniform Allowance.

(a) The City shall provide first grade dress and work uniforms and protective clothing for each employee, with the exception of those employees in Schedules G and H-1.

(b) Each employee, with the exception of those in Schedules G and H-1, shall receive a uniform maintenance allowance in accordance with the working agreement for the Local 994, International Association of Firefighters, AFL-CIO.

4. Terminal Leave. Each employee, with the exception of those in Schedules G and H-1, upon retirement shall in addition to all other benefits to which he is entitled, receive one (1) day's terminal leave pay, paid at his current rate, for each full year of service he had with the Fire Department.

5. Personal Property Loss. For employees in Schedule R 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 firefighting or rescue duties provided the loss or damage is reported to the Duty Officer before the termination of his tour of duty that day.

**ARTICLE III**  
**UNCLASSIFIED OFFICIALS AND EMPLOYEES**

**SEC. 1. SUBJECT.**

The employees included in this article are those unclassified officials and employees and elected officials as shown in Article III, Schedules S, U-1, U-2 and U-4 of "An Ordinance Establishing the Compensation for City Officials and Employees."

**SEC. 2. OVERTIME.**

A. No unclassified employee or elected official subject hereto, excepting those in Schedule S, shall be eligible to receive overtime pay for hours worked in excess of such employee's regularly scheduled work day or work week.



1. Payment for time actually worked over seven and one-half (7 ½) hours in any twenty-four (24) hour pay period and hours actually worked over thirty-seven and one-half (37 ½) hours in any weekly pay period shall be made at one and one-half (1 ½) times the regular hourly rate of the employee.

2. Payment for work performed on Saturday shall be made at one and one-half (1 ½) times the regular hourly rate of the employee for the hours worked, except where Saturday is part of the regular work schedule.

3. Payment for work performed on Sunday, except where Sunday is part of the regular work schedule, shall be made at twice the hourly rate of the employment.

### **SEC. 3. EMPLOYEE BENEFITS.**

#### **A. Holidays.**

1. For employees in Schedules S and U-2 working in a department whose office is operating on a basic thirty seven and one-half (37 ½) hours weekly service schedule:

New Years Day	Labor Day
Martin L. King Day	Columbus Day
Washington's Birthday	Veterans' Day
Good Friday	Thanksgiving
Memorial Day	Christmas
Independence Day	Two (2) Floating Holidays

2. For employees in Schedule S working in a department whose office is operating on a basic 40 hours weekly service schedule:

New Years Day	Columbus Day
Lincoln's Birthday	Veterans' Day
Washington's Birthday	Thanksgiving
Good Friday	Christmas
Memorial Day	Martin L. King Day
Independence Day	One (1) Floating Holiday
Labor Day	

3. Holidays falling on Saturdays and Sundays shall be observed in accordance with the provisions of the Connecticut General Statutes.

**B. Vacations.**

1. Vacations shall be calculated on a fiscal year basis. Each permanent employee shall accrue vacation leave with pay on a monthly basis as provided herein in subparagraphs 3 and 4 below.

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

3. In recognition of the substantial overtime and evening hours required to be worked by the heads of the City's Public Works and Law Departments and in lieu of overtime pay and compensatory time off, the Public Works Director, Assistant City Attorneys and City Attorney shall be entitled to fifteen (15) days paid vacation each fiscal year. Any such employee who has been in continuous service for five (5) or more years shall be entitled to twenty (20) days paid vacation each fiscal year and twenty-five (25) days paid vacation after completing ten (10) years of continuous service. The time for taking all vacations shall be subject to the approval of the Mayor.

4. All other employees in Schedules S and U-2 shall be entitled to ten (10) days paid vacation each fiscal year. Any such employee who has been in the continuous service of the City for five (5) or more years shall be entitled to fifteen (15) days paid vacation each fiscal year. Any such employee who has been in the continuous service of the City for ten (10) or more years shall be entitled to twenty (20) days paid vacation each fiscal year. The time for taking of all vacations shall be subject to the approval of the department head.

5. The policy with respect to carrying over vacation time, earned but not used, is that an employee may carry over a maximum of one-half ( $\frac{1}{2}$ ) of the vacation time for any fiscal year to the next fiscal year only, provided that the total vacation time entitlement for any year shall not exceed one and one-half ( $1\frac{1}{2}$ ) times the current year's entitlement. An employee leaving the employ of the City having vacation time earned, but not used, shall at the time of his release from employment be paid in lieu of vacation.

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

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

**C. Sick Leave and Personal Business Days.**

1. All employees in Schedules S and U-2 shall be entitled to paid sick leave on the basis of one and one-quarter (1 ¼) working days for each completed month of service and shall be cumulative to ninety (90) days. There is no entitlement to payment for any unused sick time. The Mayor may at his or her discretion, grant additional paid sick leave. An employee may, with the prior approval of his department head, use no more than four (4) days of earned sick leave for personal business. Such use of sick leave shall be non-cumulative and may not be taken on a day preceding or following a holiday without the prior approval the department head, or in the case of department heads, the approval of the Mayor.

**D. Educational Benefits.**

1. In order to enhance professional growth, employees in Schedules S and U-2 shall have the opportunity to participate in courses and programs offered outside of the City. The City shall set aside a fund specifically for the purpose of reimbursing employees for the cost of schooling and school-related materials which are relevant to the employee's present position. In order to receive reimbursement for the foregoing, the employees must follow these steps:

(a) Submit a request which is subject to the approval of both the department head and Finance Director prior to enrolling for the courses; and

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

2. No reasonable request for approval of the course and reimbursement shall be denied and employees shall receive reimbursement within one month of presenting evidence of successful completion.

3. The City shall set aside a fund in the amount of Five Thousand (\$5,000.00) Dollars per year for this purpose. The City will contribute sufficient funds at the beginning of each fiscal year to bring the amount of this fund up to the Five Thousand (\$5,000.00) Dollar amount. Any excess funds may be rolled over to any subsequent fiscal year.

4. Individual employee applications under this provision shall not exceed Five Hundred (\$500.00) dollars per fiscal year, per employee without the prior approval of the Mayor.

**E. Bereavement Leave.**

1. Each employee in Schedules S and U-2 shall be granted up to five (5) working days with pay due to the death of the employee's spouse, child, mother or father.

2. Each employee Schedules S and U-2 shall be granted up to three (3) working days with pay due to the death of the employee's sister, brother, mother-in-law, father-in-law, relative regularly domiciled in the employee's household, grandmother, grandfather, grandchild, sister-in-law, brother-in-law and spouse of either.

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

**F. Workers' Compensation.** Each employee eligible for workers' compensation payments shall receive an amount which, when added to the compensation, shall equal his regular salary for a period not to exceed thirteen (13) weeks for any one injury. In no event shall any employee receive this additional amount described above for more than thirteen (13) weeks in any one fiscal year regardless of the number of injuries.

**G. Insurance.**

1. Group Health and Dental Insurance.

(a) For eligible employees in Schedule S, Grade 24, and eligible family members shall be in accordance with the working agreement for the Milford Employees' Association (MEA).

(b) For eligible employees in Schedules S, Grade 25, 26 and 27, U-1, U-2 and U-4 shall be in accordance with the working agreement for the Milford Supervisors' Association (MSA).

(c) In the event of the death of an employee, the health and dental benefits pursuant to subparagraphs (a) and (b) hereinabove shall be continued for the employee's spouse and eligible dependents for a period of one (1) year after the employee's death, provided that said spouse and dependents remain otherwise eligible for said benefits.

2. Group Life and Accidental Death and Dismemberment Insurance

(a) For eligible employees in Schedule S, Grade 24, shall be in accordance with the working agreement for the Milford Employees' Association (MEA).

(b) For eligible employees in Schedules S, Grades 25, 26 and 27, U-1, U-2 and U-4 shall be in accordance with the working agreement for the Milford Supervisors' Association (MSA).

#### **H. Insurance – Retired Employees.**

##### **1. Group Health Insurance.**

(a) For eligible employees in Schedule S, Grade 24, who have retired under the Pension Plan of the City of Milford, and eligible family members, shall be in accordance with the working agreement for the Milford Employees' Association (MEA).

(b) For eligible employees in Schedules S, Grade 25, 26 and 27, U-1, U-2 and U-4, who have retired under the Pension Plan of the City of Milford, and eligible family members, shall be entitled to health insurance benefits in accordance with the working agreement for the Milford Supervisors' Association (MSA).

(c) In the event of the death of a retiree, the health and dental benefits pursuant to subparagraphs (a) and (b) hereinabove shall be continued for the retiree's spouse and eligible dependents for a period of one (1) year after the retiree's death, provided that said spouse and dependents remain otherwise eligible for said benefits.

##### **2. Group Life Insurance.**

(a) For eligible employees in Schedule S, Grade 24, who have retired under the Pension Plan of the City of Milford shall be entitled to group life insurance benefits in accordance with the working agreement for the Milford Employees' Association (MEA).

(b) For eligible employees in Schedules S, Grades 25, 26 and 27, U-1, U-2 and U-4, who have retired under the Pension Plan of the City of Milford, shall be entitled to group life insurance benefits in accordance with the working agreement for the Milford Supervisors' Association (MSA).

#### **I. Longevity.**

1. Employees in Schedule S shall be entitled to longevity in accordance with the working agreement for the Milford Employees' Association (MEA).

2. Employees in Schedules U-1, U-2 and U-4 shall be entitled to longevity in accordance with the working agreement for the Milford Supervisors' Association (MSA).

## **ARTICLE IV HEAD LIBRARIAN**

### **SEC. 1. SUBJECT.**

The employees included in this article are those shown in Article VI, Schedule Z, of "An Ordinance Establishing the Compensation for City Officials and Employees."

### **SEC. 2. APPLICABILITY**

For those employees in Schedule Z the conditions of employment and benefits will be the same as those set forth under Article III of this Ordinance for employees in Schedule U-2 of Article IIII of an "Ordinance Establishing Compensation of City Officials and Employees in the Service of the City of Milford" unless otherwise set forth in this Article IV.

### **SEC. 3. HOURS OF WORK AND OVERTIME.**

Regulations covering the employees referred to in Section 1 above shall be those established by the Board of Directors of the Milford Public Library.

## **ARTICLE V GENERAL PROVISIONS**

### **SEC. 1. INTENT.**

The intent of this Ordinance is to provide full time employees of the City of Milford in all departments and/or divisions, and former employees retired on pension, who are not members of a union or any other recognized collective bargaining unit, fringe benefits and pension privileges which are not less than, or in any way inferior to, the fringe benefits or pension privileges which are provided to unionized employees represented by a Union or any recognized collective bargaining unit within the same department and/or division.

### **SEC. 2. INCREMENTS.**

For all employees covered under Articles III and IV, all increments in salary shall be granted by the Board of Aldermen on the basis of merit as recommended by the appointing authority. Such increments shall be granted in sequence by advancing the individual's salary to that indicated in the next salary step for that position. Said step increments shall be limited to one per fiscal year.

### **SEC. 3. NEW APPOINTMENTS.**

The minimum rate of pay for a position shall be paid to an employee upon his appointment to said position, except that an appointment rate above the minimum rate may be paid upon approval of the Board of Aldermen on a written request submitted by the appointing authority outlining the reasons for such action.

### **SEC. 4. PROMOTIONS.**

If an employee is promoted on a permanent basis, i.e., moved from a position in one Grade to a position in another Grade having a higher minimum and maximum rate of pay, such an employee's new rate of pay shall be at a step which shall result in an increase equivalent to at least the minimum step and step one of the new Grade to which the employee is being promoted.

### **SEC. 5. PAYMENT IN LIEU OF VACATION.**

An employee leaving the employ of the City having vacation time earned, but not used, shall at the time of his release from the employment of the City be paid in lieu of vacation.

### **SEC. 6. MILITARY SERVICE.**

A. Any permanent employee who leaves the service of the City to join the military forces of the United States during time of war or other national emergency, as determined by the Board of Aldermen, or who is inducted by Selective Service, shall be placed on military leave without pay.

B. Such leave shall extend for the period of service with the military forces and for ninety (90) days after discharge from service.

C. Any employee on military leave who applies for re-employment to the City within ninety (90) days from the date of his discharge, the classification of which must be honorable, shall be entitled to the position he held at the time his leave was granted provided he is capable of meeting the minimum qualifications of the job.

D. Employees returning to the City employment from military leave shall be granted all re-employment rights provided under the Selective Service Act.

E. Any vacancies resulting from employees entering the armed services shall be filled on a durational basis.

F. Time so spent on military leave shall be considered continuous employment with the City.

## **SEC. 7. 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 to appear for jury duty, with the understanding that an attempt will be made to excuse the employee from such service.

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

## **SEC. 8. FAMILY MEDICAL LEAVE ACT.**

A. Employees may be eligible for leave under the Family and Medical Leave Act (FMLA) if they have:

1. Been employed by the City for at least twelve (12) months; and
2. Worked at least 1,250 hours during the twelve (12) month period prior to the state of the leave.

B. FMLA leave may be used for one of the following events:

1. The birth and/or care of a newborn child of the employee;
2. Placement of a child for adoption or foster care with the employee;
3. To care for the employee's spouse, child or parent with a serious health condition; or
4. For a serious health condition that makes the employee unable to perform the functions of the employee's job.

C. If an employee is eligible, and has requested leave for one of the purposes listed above, the employee may request up to twelve (12) work weeks of leave in a year. A leave year shall be the rolling twelve (12) month period measured from the date of an employee's use of the FMLA leave.

D. Employees shall be required to exhaust any appropriate and applicable paid leave time they have, except for five (5) vacation days and five (5) sick days, during the first portion of leave taken for one of the reasons set forth above. Once the employee's paid leave has been exhausted, the remainder of the leave shall be unpaid.



E. While on family leave, employees shall remain covered by the City's group health care plan under the same terms applicable to the employee on the date prior to the start of leave. If an employee on family leave does not return after completion of the leave, the City may require reimbursement for all insurance premium payments made by the City.

F. Employees may request family leave in the form of intermittent leave or an amended work schedule, to accommodate the employee's condition and need for treatment.

G. On expiration of the leave, the employee will be entitled to return to the same position or an equivalent position.

## **SEC. 9 SEPARABILITY.**

Each section and each provision or requirement of any section of this ordinance shall be considered separable and the invalidity of any portion of this ordinance shall not affect the validity of any portion hereof.