

PENSION AGREEMENT

BETWEEN

CITY OF MILFORD

AND

LOCAL 944
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS
AFL-CIO

MARCH 13, 2015 TO JUNE 30, 2024

The following collective bargaining agreement, by and between the City of Milford and Local 944, International Association of Fire Fighters, AFL-CIO, is entered into under the authority of the Municipal Employees Relations Act, and it shall take effect on the date it is executed:

SECTION I. MEMBERS.

Solely for purposes of this Agreement, all uniformed and investigatory employees of the Milford Fire Department, including the Fire Chief and the Assistant Chiefs, and all retired employees of said Fire Department, and survivors of such active or retired employees, are members of the bargaining unit represented by said Local 944, International Association of Fire Fighters, and are covered, bound and protected by this Agreement. The practice of a fire fighter selected by the Union to serve on the Pension and Retirement Board shall be maintained.

SECTION II. PENSIONS.

1. All of the provisions of the Charter of the City of Milford, as amended, in effect on the date this Agreement is executed, and all Special Acts and amendments thereto in effect on this date, concerning or related to retirement benefits, job related disability retirement benefits, or non-job related disability retirement benefits for Milford Fire Department employees or Milford Fire Department retirees, or concerning benefits for survivors of such Fire Department employees or such Fire Department retirees, or concerning all other pension or survivor benefits or provisions covering such Fire Department employees or retirees or survivors of same, are incorporated in and made a part of this Agreement and shall be continued except as such provision and benefits are improved as follows:

2. Definitions:

A. "Annual Pay" shall mean the following:

(i) For employees of said Fire Department hired on or before January 31, 2015, shall mean base salary, holiday pay, longevity pay, overtime pay, unused vacation pay, terminal leave pay, and retroactive pay, which the employee receives or is due, apportioned over the period that it represents during the twelve (12) months immediately preceding the date of his or her retirement, or the highest total compensation received by him in any fiscal year, or his or her annual base salary which he or she is receiving at the time of retirement, whichever is highest.

(ii) For employees of said Fire Department hired on or after February 1, 2015, shall mean base salary only.

B. "Average Annual Pay" shall mean the following:

(i) For employees of said Fire Department hired on or before January 31, 2015, average of all compensation, including but not limited to, base salary, holiday pay, longevity pay, overtime pay, unused vacation pay, terminal leave pay, and retroactive pay apportioned over the period that it represents, which the employee receives during his or her two (2) highest paid fiscal years or the previous twenty-four (24) months preceding his or her retirement, whichever the employee elects, except that for purposes of a non-service connected disability such pay shall be apportioned over the three (3) highest paid fiscal years or the previous thirty-six (36) months preceding retirement, whichever the employee elects.

(ii) For employees of said Fire Department hired on or after February 1, 2015, average of base salary apportioned over the period that it represents, which the employee receives during the twelve (12) months immediately preceding retirement.

3. Normal Retirement:

A. Employees of said Fire Department hired on or before January 31, 2015, who, regardless of age, have served as such for at least twenty (20) years, shall, upon written application, be retired by the Pension and Retirement Board on an annual pension, payable monthly from the Milford Retirement Fund, in an amount equal to forty-five percent (45%) of his or her Average Annual Pay. Additionally, such employee will receive an amount equal to two percent (2%) of his or her Average Annual Pay for each year of service over twenty (20) years with said Department up to a maximum of one hundred percent (100%) of his or her Average Annual Pay.

B. For employees of said Fire Department hired on or after February 1, 2015 who, regardless of age, have served as such for at least twenty-five (25) years, shall, upon written application, be retired by the Pension and Retirement Board on an annual pension, payable monthly from the Milford Retirement Fund, in an amount equal to two (2%) percent of his or her Average Annual Pay for each year of service up to a maximum of one hundred (100%) percent of his or her Annual Pay.

4. Non-Service Connected Disability:

A. Employees of the Milford Fire Department hired on or before January 31, 1995, regardless of age, who have served as such for at least nine (9) years, and who shall become permanently disabled so as to be unable to perform active service in said Fire Department because of natural infirmities, diseases contracted, exposure endured, or injuries received not in the performance of his or her duties, shall be retired by the Retirement Board on an annual pension for life, payable monthly from said Retirement

Fund, in an amount equal to two and one quarter percent (2 1/4%) of his or her Annual Pay for each year of service up to twenty (20) years, and two percent (2%) for each year thereafter, up to a maximum of one hundred percent (100%) of his or her Annual Pay, provided any such employee who requests or is being considered for such disability retirement shall be examined by two (2) impartial medical examiners, and further provided that he or she shall be found by such physician to be permanently disabled so as to be unable to perform active service in said Fire Department. The benefits provided for in this section shall be subject to the same limitations as set forth in Section II, subparagraphs 7 and 8 below.

B. Employees of the Milford Fire Department hired on or after February 1, 1995 regardless of age, who have served as such for at least nine (9) years, and who shall become permanently disabled so as to be unable to perform active service in said Fire Department because of natural infirmities, diseases contracted, exposure endured, or injuries received not in the performance of his or her duties, shall be retired by the Retirement Board on an annual pension for life, payable monthly from said Retirement Fund, in an amount equal to two and one quarter percent (2 1/4%) of his or her Average Annual Pay for each year of service up to twenty (20) years, and two percent (2%) for each year thereafter, up to a maximum of one hundred percent (100%) of his or her Average Annual Pay, provided any such employee who requests or is being considered for such disability retirement shall be examined by two (2) impartial medical examiners, and further provided that he or she shall be found by such physician to be permanently disabled so as to be unable to perform active service in said Fire Department. The benefits provided for in this section shall be subject to the same limitations as set forth in Section II, subparagraphs 7 and 8 below.

C. Employees of the Milford Fire Department hired on or after February 1, 2015, regardless of age, who have served as such for at least nine (9) years, and who shall become permanently disabled so as to be unable to perform active service in said Fire Department because of natural infirmities, diseases contracted, exposure endured, or injuries received not in the performance of his or her duties, shall be retired by the Retirement Board on an annual pension for life, payable monthly from said Retirement Fund, in an amount equal to two percent (2%) of his or her Annual Pay for each year of service, up to a maximum of one hundred percent (100%) of his or her Annual Pay, provided any such employee who requests or is being considered for such disability retirement shall be examined by two (2) impartial medical examiners, and further provided that he or she shall be found by such physician to be permanently disabled so as to be unable to perform active service in said Fire Department. The benefits provided for in this section shall be subject to the same limitations as set forth in Section II, subparagraphs 7 and 8 below.

5. Service Connected Disability:

A. Each employee of the Milford Fire Department, regardless of age and length of service, who shall become permanently disabled so as to be unable to perform active service in said Fire Department because of diseases contracted, exposure endured, or injuries received in the performance of his or her duties, shall be retired by the Retirement Board on an annual pension for life, payable monthly from said Retirement Fund, in an amount equal to sixty-six and two-thirds percent (66-2/3%) of his or her Annual Pay, or in an amount equal to two and one quarter percent (2 1/4%) of his or her Annual Pay for each year of service up to twenty (20) years and two percent (2%) for each year thereafter, with said Fire Department up to a maximum of one hundred percent (100%) of his or her Annual Pay, whichever is greater, provided any such employee, who requests or is being considered for such disability retirement, shall be examined by two impartial medical examiners, and further provided that he or she shall be found by such medical examiners to be permanently disabled so as to be unable to perform active service in said Fire Department. The benefits provided for in this section shall be subject to the same limitations as set forth in Section II, subparagraphs 7 and 8 below.

6. For purposes of determining each employee's eligibility for a pension for superannuation, and the amount of such pension, his or her length of service shall not be reduced by the time lost by him because of sick leave, injury leave, and any other leave with pay, and military leave with partial or no pay, or any other leave granted by the City of Milford Board of Fire Commissioners with or without pay.

7. Notwithstanding the provisions of Sections 3, 4 and 5 above, under no circumstances shall a retiree who retired on or after October 27, 1988 receive a cumulative pension and/or pension supplement benefit of more than one hundred (100%) percent of the Annual Average Pay provided at the time of his/her retirement. The benefit of the surviving spouse of an employee shall be as set forth in Section III infra.

8. In no event shall any payment pursuant to this agreement exceed that authorized pursuant to IRC §415 for qualified plans as same may be amended from time to time.

9. The City shall have the right to call back retirees retiring on disability pensions for purposes of medical evaluation under the following conditions:

A. Any retiree called back shall be examined by two impartial medical examiners who shall evaluate the retiree according to the same standards that were in place at the time of the employee's retirement. The standard in effect on May 1, 2001 is NFPA standard 1001.

B. If as a result of the medical evaluation, the retiree is deemed by both impartial medical examiners to be physically capable of performing the full range of functions of a

fire fighter, the City may offer the retiree a position within the fire service. If the City does not offer the retiree a position in the Fire Service it shall, if the retiree is eligible, convert the retiree's retirement from a service connected pension to a regular pension benefit. In order to be eligible for the regular pension benefit, the employee must satisfy the contractual criteria for regular retirement. If the employee is not eligible for a regular retirement, all pension benefits shall cease.

C. The right to call back retirees retiring under disability pensions shall be at no cost or expense to the retiree and shall apply prospectively to retirees on or after ratification of this agreement.

10. The City shall contribute and pay to the Policemen and Firemen Survivors' Benefit Fund (Sections 7-323a through 7-323i, inclusive of the Connecticut General Statutes), on behalf of such employees who, pursuant to Section 7-423b of the Connecticut General Statutes, elect to be covered under the benefits of said Fund, all contributions and payments required of the municipality under Section 7-423c of said Statutes, and the one (1 %) percent contribution required of such employees under said Section 7-423c shall be paid by the City from its general fund.

11. Contributions:

Each employee's total contribution to the Retirement Fund and Survivors' Benefit Fund shall be as follows:

A. Employees of said Fire Department hired on or before January 31, 2015 shall contribute eight (8%) percent of his or her pay. Notwithstanding the provisions of Section 2 of Number 309 of the Special Acts of 1965 to the contrary, the City shall not be required to contribute to the Milford Retirement Fund for each employee who elects to be covered under the benefits of said Survivors' Benefit Fund an amount equal to the social security contributions the City makes for each employee covered by the Social Security Act.

(i) Upon an employee reaching fifteen (15) years of service, the contribution shall be reduced to seven percent (7%) of pay.

(ii) Upon an employee reaching twenty-five (25) or more years of service, the contribution shall be reduced to six percent (6%) of pay.

B. Employees of said Fire Department hired on or after February 1, 2015 shall contribute ten (10%) percent of his or her base pay. Notwithstanding the provisions of Section 2 of Number 309 of the Special Acts of 1965 to the contrary, the City shall not be required to contribute to the Milford Retirement Fund for each employee who elects to be covered under the benefits of said Survivors' Benefit Fund an amount equal to the

social security contributions the City makes for each employee covered by the Social Security Act.

12. 414(h)(2) Pick up.

Employee contributions to the Fire fighters Pension Plan shall be made on a pre-tax basis in accordance with Section 414(h)(2) of the Internal Revenue Code.

SECTION III. COST OF LIVING / SURVIVOR BENEFITS:

1. Each retired employee of the Milford Fire Department, who retired prior to November 1, 1988, shall receive from the City (*i.e.* from the Pension Fund or the General Fund) fifty (50%) percent of the maximum amount of each salary increase granted to employees of the classification held by such retiree at the time of his retirement, and each such surviving spouse of a Fire Department employee, active or retired, shall receive from said City fifty (50%) percent of the maximum amount of each salary increase granted to the employees of the classification held by such employee at the time of his death or retirement as the case may be. All such payments which have been made to such retirees and surviving spouses prior to November 1, 1988, and all such payments which shall be made hereafter to such retirees and widows shall be cumulative.

2. Each employee of the Milford Fire Department, who retires on or after November 1, 1988 and prior to the effective date of this Agreement, shall receive from the City (*i.e.* from the Pension Fund or the General Fund) fifty (50%) percent of the maximum amount of each salary increase granted to employees of the classification held by such retiree at the time of retirement, subject to limitations contained in Section II, Paragraphs 7 and 8. All such payments which have been made to such retirees, and all such payments which shall be made hereafter to such retirees, shall be cumulative.

Each employee of the Milford Fire Department, who retires on or after the effective date of this Agreement, shall receive from the City (*i.e.* from the Pension Fund or the General Fund) an annual increase as follows:

A. For employees hired on or before January 31, 2015, one and one-half percent (1.5%) of his or her annual pension amount, subject to limitations contained in Section II, subparagraphs 7 and 8 above and except as set forth below:

(i) Employees, hired on or after January 31, 1995, who retire on a non-service connected disability pension shall receive one percent (1%) of his or her pension amount, subject to limitations contained in Section II, subparagraphs 7 and 8 above and except as set forth below:

(ii) Any employee of the Milford Fire Department, hired on or after January 31, 1995, who retires on a service-connected disability pension shall not be

entitled to the increase set forth above unless such retiree is deemed to be permanently and totally disabled from all gainful employment.

B. For employees hired on or after February 1, 2015 one (1%) percent of his or her pension amount, subject to limitations contained in Section III, subparagraph 3A above.

3. Survivor's Benefits

A. In lieu of the benefits described above, upon the death of a retiree or an employee who has at least nine (9) years continuous service, or upon the death of an employee whose death occurs in the line of service or retires with a service connected disability pension, , the surviving spouse shall receive annually from the City fifty percent (50%) of the employee's or retiree's Average Annual Pay at time of death or retirement, as the case may be. Said payments shall remain fixed at the amount specified above until the death of the surviving spouse.

B. If both parents are deceased then the natural or adopted child(ren) under the age of twenty-five (25) at the time of the fire fighter's death shall be eligible for the spouse's share (provided the surviving spouse would have been eligible hereunder if living) until age twenty-five (25), subject to the offset provision below.

C. In order to qualify for the survivor's benefit the child(ren) must be the natural or adopted child(ren) at the time of the employee's death prior to retirement or the natural or adopted child(ren) at the time of retirement;

D. Set off - The pension normally payable to a dependent child shall be reduced by the amount of State funds received by the dependent child from the Policemen and Firemen Survivor's Benefit Fund. The set off shall be a straight dollar for dollar reduction.

SECTION IV. MILITARY SERVICE BUY-IN

Any employee covered by this agreement who has prior Active Duty Service with any branch of the United States Military, shall be eligible to include said prior service time as service with the City for purposes of calculating his pension.

1. Contributions for such Military Service shall be based upon the employee's starting annual base salary when first employed by the City of Milford. The employees shall have the right to buy-in no more than three (3) years of prior service in the U.S. military.

2. The employee may take this election any time prior to retiring or in the case of a disability pension the election can be made at the time the disability pension is granted, however military service cannot be added until an employee becomes eligible for retirement as herein defined.

3. The employee shall contribute an amount equal to the number of or part thereof for each year of service in the U.S. Military, based on the current rate of contribution, together with interest, for each year of service from the date of their employment to the payout date. Said interest will be equal to the Pension and Retirement Board's schedule of interest rates used for withdrawals and refunds. (1 1/2% up to and including 1962, 3% for 1963-1972, 4% for 1973-1977 and 5% for 1978 to the present and will be compounded annually.)


4, In the event that the total contribution is less than five hundred (\$500) dollars, it must be paid in a lump sum to the Retirement Fund. If the total contribution exceeds five hundred (\$500) dollars, a reasonable weekly payroll deduction shall be agreed upon by the employee and the Finance Director. If a contribution is related to a disability pension, it must be paid in a lump sum, no matter what the amount.

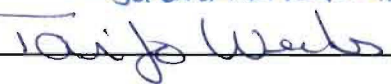
SECTION V. TERM.

The duration of this Agreement shall extend through June 30, 2024, except that it shall continue to remain in full force and effect until it is amended, modified or terminated by agreement of the parties. Either party wishing to amend, modify or terminate this Agreement must so notify the other party no more than one hundred and eighty (180) nor less than one hundred and fifty (150) days prior to said June 30, 2024. Within five (5) days of receipt of such notification, a conference shall be held between the City and the Union Negotiating Committee for the purpose of negotiating such amendment, modification or termination.


IN WITNESS WHEREOF, the parties have signed their names on this 13TH day of March, 2015.


In the presence of:



Jonathan D. Bertram


Travis J. Weeks



Travis J. Weeks


Susan S. Kelly

CITY OF MILFORD

By: 

Benjamin G. Blake, Mayor

INTERNATIONAL ASSOCIATION OF FIRE
FIGHTERS, AFL-CIO, LOCAL 944

By: 

Michael Dunn, President