

AGREEMENT

BETWEEN

CITY OF MILFORD

AND

CALU / MILFORD NURSES

JULY 1, 2020 THROUGH JUNE 30, 2024

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This Agreement is made and entered into by the City of Milford and the Connecticut Association of Labor Unions (CALU).

## **ARTICLE I. RECOGNITION**

The City of Milford hereby recognizes the Union as the sole and exclusive bargaining representative of all Public Health Nurses (hereinafter referred to as "Nurse" or "Nurses") in the employ of the City of Milford who have completed their probationary period, except those in a supervisory position.

## **ARTICLE II. DEFINITIONS**

"City" as used herein shall mean the City of Milford, Connecticut.

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

"Employee" as used herein shall be defined as all classified public health nurses actively employed in the Health Department, excluding those in any supervisory positions.

"Public Health Nurses" shall mean all health care professionals in the employ of the City of Milford who are licensed by the State of Connecticut under Chapter 378 of Connecticut General Statutes whether working full time or permanent part time, and who have successfully completed their probationary period.

"Union" as used herein shall mean the Connecticut Association of Labor Unions (CALU).

## **ARTICLE III. FEE CHECK OFF**

Section 1. The City of Milford agrees to deduct from the pay of each Nurse who has successfully completed their probationary period and who has signed an authorized payroll deduction card a sum certified by the Union. Such deduction shall be made periodically from the payroll and the total deductions so made shall be forwarded to the union treasurer. Such deduction shall continue for the duration of this Agreement and/or any extension hereof.

Section 2. The City and the Union agree that each employee who is a member of the Union as of the time this Agreement becomes effective shall be required to maintain his/her membership for the life of this Agreement. Employees hired, rehired, reinstated or transferred into the unit may become a member of the Union within thirty (30) days of hire. Notwithstanding the foregoing, the probationary period for new hires shall be six (6) months

Section 3. The Union agrees that it will indemnify and hold the City harmless of any claims, actions or proceedings by any employee arising from deductions properly made by the City hereunder. Once the funds collected by the City are remitted to the Union, the City shall have no further obligation under Section 1 of this Article.

#### **ARTICLE IV. HOURS OF WORK**

##### **Section 1.**

(a) The regular workday shall consist of seven and one-half (7 1/2) hours and the regular workweek shall consist of thirty-seven and one-half (37 1/2) hours. However, to the extent there are twenty-two (22) full time Nurses, the City of Milford may employ one part-time Nurse who shall be paid a pro rata allocation of the wages set forth in Article IV. The permanent part-time Nurse shall be that Nurse holding a regularly budgeted school Nurses position. The regular workweek of the permanent part-time Nurse shall consist of a minimum of twenty (20) hours and a maximum of thirty (30) hours per week.

(b) The scheduled start time and end time of each work day for each school Nurse will be established based upon the school assigned to and/or the particular work assignment for any given day. Nurses shall work the scheduled hours of the location / school to which they have been assigned.

Section 2. The hourly rate of the employee shall be determined by dividing the employee's regular weekly pay by thirty-seven and one-half (37 1/2) hours. (See attached Appendix A).

##### **Section 3.**

(a) For time worked at the direction and prior authorization of Management over seven and one-half (7 1/2) hours in a day, payment shall be at the regular hourly rate. For time worked at the direction and prior authorization of Management over thirty-seven and one-half (37 1/2) hours in a week, payment shall be made at time and a half the regular hourly rate. Bona fide health emergencies are exempt from the pre-approval requirement. Upon mutual agreement, compensatory time off or flexed hours may be substituted for overtime pay, however flex time must be used in the same week it is earned.

(b) Should a school Nurse complete his/her regular work day at his/her assigned school and then be directed to cover another school with a later dismissal time, due to an emergency, said Nurse shall be compensated for the time worked beyond the hours of his/her regular work day covering the second school at the regular hourly rate.

(c) Should a school Nurse complete his/her regular work day at his/her assigned school and then be directed to attend a regularly scheduled monthly staff meeting, said Nurse shall be compensated for the time worked beyond the hours of his/her regular work day attending the monthly staff meeting at the regular hourly rate.

(d) For the ten (10) month nurses, time worked during the summer vacation period at the Milford Public School summer school programs shall be paid at the rate set forth in Appendix A.

Section 4. There shall be provided one half ( $\frac{1}{2}$ ) hour of duty free lunch subject to call which must be taken in the school building. The employee shall notify the appropriate personnel of his/her location during the lunch break.

Section 5.

(a) The Nurses' school year shall commence four (4) days prior to the arrival of students, include all instructional days as well as professional development days, and shall end the last day students are in session at the nurses' assigned schools.

(b) The Nurses shall follow the Milford Public school calendar, except when otherwise scheduled to work at parochial school, in which case said nurse will follow that school's schedule. To the extent the days worked vary between nurses assigned to public versus parochial schools, the City will maintain the practice of balancing out the Nurses' work days.

Section 6.

(a) If a Nurse is called in to work by the Director of Health, or his/her designee, for a public health emergency declared by any federal, state or local authority, the Nurse will receive a minimum of three (3) hours' pay at the rate of one and one half ( $1\frac{1}{2}$ ) times the regular hourly rate. It is understood that Nurses are not "first responders" as that term is commonly used and that Nurses shall not be ordered back to work for public health emergencies during time periods (summer vacation period for 10-month Nurses, Christmas vacation, winter vacation and spring vacation) they are not regularly working for the City. Nothing herein shall preclude the City from contacting Nurses during vacation periods for the purpose of requesting the assistance of Nurses who are available and willing to work during public health emergencies.

(b) The Director of Health shall provide, as soon as possible each year, to the Union a list of those anticipated regularly scheduled public health clinics in place. In the event that a Nurse is required to work at a public health clinic that is added by the City in addition to regularly scheduled clinics (which are the monthly immunization clinics, the City and BOE Flu clinics) and outside regular working hours, the Nurse will receive a minimum of three (3) hours pay at the rate of one and one half ( $1\frac{1}{2}$ ) times the regular hourly rate.

(c) Emergency preparedness training recommended by the City held outside regularly scheduled work hours is compensable at time and a half the regular hourly rates of pay, provided that prior approval is given.

(d) Summer school assignment shall be made by seniority. If there are no volunteers, then assignment shall be offered according to inverse seniority. Outsourcing may be utilized in the event there are no members to cover any such assignment. The Health Department will create and maintain a list of Nurses available to substitute during each summer to maintain nursing coverage.

## **ARTICLE V. WAGES AND FRINGE BENEFITS**

**Section 1.** Effective upon ratification of this Agreement and retroactive to July 1, 2020, the wage schedule in effect on June 30, 2020 shall be increased for each Employee at each step by two percent (2.0%). Effective upon ratification of this Agreement and retroactive to July 1, 2021, the wage schedule in effect on June 30, 2021 shall be increased at each step by two and one quarter percent (2.25%). Effective July 1, 2022, wages shall be increased by two and one quarter percent (2.25%) over the wages paid on June 30, 2022. Effective July 1, 2023, wages shall be increased by two- and one-half percent (2.5%) over the wages paid on June 30, 2023.

**Section 2.** 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 year.

### **Section 3.**

(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.

(c) A new employee may be considered for a higher step than minimum on date of hire based on previous education and experience upon recommendation from supervisory personnel and approval of the Civil Service Commission.

(d) For any permanent part-time Nurse working twenty to thirty (20-30) hours per week, the City shall provide individual health insurance coverage only.

(e) Full time Nurses with at least one year's service shall receive a \$300 productivity bonus each December, provided that they are an active employee of this unit at the time of such payout.

(f) Lead Nurse. Commencing July 1, 2006, a Lead Nurse will be appointed by the Director of Health. The Lead Nurse will have a school assignment that will allow him/her to perform duties to assist in school health services programs, consistent with the job duties outlined in the Lead Nurse job description. Such duties may include orientation and mentorship of new school Nurses, collection of survey data for school health, assistance at all immunization clinics and program assistance in all school Nurse initiatives. The Lead Nurse may serve as a resource for school Nurses in the absence of the Director of Health and the Nurse Administrator. The Lead Nurse will work under the direction of the Nurse Administrator and will not supervise other Nurses.

Any school Nurse wishing to be considered for the position of Lead Nurse shall submit a letter of interest, along with an updated resume to the Director of Health. Appointment will be made based on merit, including school nursing knowledge and demonstrated leadership skills. A school Nurse may serve in the Lead Nurse role for one school year or may be reappointed for consecutive terms at the discretion of the Director of Health and Nurse Administrator.

The Lead Nurse will receive a bonus in pay equivalent to two and a half percent (2.5%) percent of salary which bonus shall be included in the base pay. If the Lead Nurse is required to work before and/or after his/her regularly scheduled hours she will be compensated at the regular hourly rate.

(g) Twelve-month nurse. There shall be a twelve-month nurse position, may serve in the position for two (2) calendar years or may be re-appointed, unless adjusted otherwise by management. All school Nurses are eligible to apply for the twelve-month position by submitting a letter of interest to the Director of Health. In the event no one volunteers for this position, an appointment will be made by inverse seniority. Effective April 1, 2019, the twelve-month nurse shall receive an annual incentive bonus payment in the amount of one thousand five hundred dollars (\$1,500) upon completion of the summer schedule, provided the employee worked the entire summer and further provided he/she is employed at the time the payment is made, which shall occur no later than the last pay period of September.

Section 4. For any employee hired on or before April 1, 2019, a longevity payment shall be made in accordance with "An Ordinance Establishing a Longevity Pay Plan for Certain Employees of the City of Milford" and "An Ordinance Amending an Ordinance Establishing a Longevity Pay Plan for Certain Employees of the City of Milford," provided, however, that each employee shall be paid such longevity pay on the anniversary date of his/her permanent employment and further provided that no employee shall receive more than one such payment during any fiscal year. For purposes of this Section, employees who are eligible to receive longevity as of April 1, 2019 shall continue to receive longevity calculated as if they were paid over a 44-week period.

#### Section 5.

(a) Subject to the premium cost shares set forth below, the City shall provide the following insurance for active Employees hired on or before April 1, 2019 and their Eligible Family Members, as well as retirees and eligible enrolled dependents subsequent to July 1, 1999, up to age sixty-five (65) and their enrolled eligible dependents, so long as the employee remains eligible for such benefits. The Schedule of Benefits set forth in Appendix B shall become effective upon execution of this Agreement. Effective July 1, 1993, a spouse of an employee/retiree who is 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 deemed an "eligible family member" for health insurance purposes pursuant to this Agreement. Likewise the entry of a decree of divorce or dissolution in a court of competent jurisdiction means that the former spouse is not an "eligible family member" for health insurance purposes. The employee/retiree shall notify the Human Resources Department of such change in marital status within thirty (30) days and is responsible for reimbursement of any coverage provided in the absence of such notice.

(1) A Preferred Provider Organization ("PPO") or a High Deductible Health Plan / Health Savings Account ("HDHP/HSA") Plan (dependent child coverage as required by law). The schedule of benefits pages are attached as Appendix B and incorporated by reference herein.

(2) The HDHP/HSA Plan will have an annual deductible of \$2,000 per individual and \$4,000 per family with the City contributing fifty percent (50%) of the applicable HDHP/HSA deductible in the first payroll following July 1<sup>st</sup> of each year.

(3) A Health Reimbursement Account ("HRA") with the same benefits afforded to members enrolled in the HDHP/HSA will be made available to any Employee who is ineligible for the HDHP/HSA offered by the City. The annual maximum reimbursement by the City for Employees participating in the HRA shall not exceed the 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.

(4) The City will provide for each permanent Employee a full dental plan with Amendatory Rider A, a copy of which is appended hereto and incorporated herein by reference and made a part of this Agreement as Appendix C.

(5) 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.

(6). 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.

(b) The parties acknowledge that the City's contribution toward the funding of the HDHP/HSA Plan is not an element of the underlying insurance plan, but rather relates to the manner in which the deductibles shall be funded for active Employees. The City shall have no obligation to fund any portion of the HDHP/HSA deductible for retirees or other individuals upon their separation from employment.

(c) The HDHP/HSA Plan shall be the sole and core plan for Employees hired on or after April 1, 2019.

(d) Employees who are eligible to retire with full benefits on the effective date of this agreement and who in fact, retire after the effective date of this agreement shall pay in retirement the cost share percentage in effect on the date of retirement and will be subject to future carrier and/or plan changes, except that the following employees shall not be subject to a premium cost share in retirement:

(1) Any employee who retires after having attained the age of sixty-two (62) years; and

(2) Any current employee whose age plus years of service total seventy-nine (79) as of July 1, 2012.

(e) Retirees shall be afforded the opportunity to purchase "High Option Medicare Supplement" by paying the difference in premium cost between the "low option" coverage and "high option" coverage. The election to purchase "high option" coverage must be made at the



time of retirement and will remain in effect unless rescinded by the retiree. If the “high option” is not selected at the time of retirement, or if rescinded at any time after the initial election, the retiree will not have the right to elect or reinstate the “high option” coverage at a later date. All retiree cost share and other payments for insurance coverage as provided for herein shall be provided by deduction from the employee’s pension payment.

(f) Group Life Insurance Plan and Accidental Death and Dismemberment Insurance: Each Nurse shall receive Group Life Insurance at a rate of one and one half (1 ½) times basic annual wage. If annual wage is not an even thousand-dollar figure, the face value of the policy shall be to the next higher thousand dollar. Double Indemnity benefit included at two (2) times the basic annual wage.

Section 6. Subject to the premium cost share set forth below, the City shall pay for the cost of Anthem Blue Cross/Blue Shield Preferred Provider or for the cost of the designated HMO (provided the permanent City employee has elected such HMO under Section 5(c) of this Article) for dependents of permanent City Employees so long as they remain eligible for such benefits, and provided the City shall pay no more for coverage of said dependents under the HMO than the cost of coverage under Anthem Blue Cross/Blue Shield Preferred Provider.

Section 7. Subject to the premium cost share set forth below, the City shall provide for Blue Cross/Blue Shield-65 or for the HMO designated by the City (provided the eligible employee over sixty-five (65) has elected such HMO under Section 5(c) of this article) for eligible employees over sixty-five (65) and their eligible dependents over sixty-five (65) so long as the employee remains eligible for such benefits, and provided the City shall pay no more for coverage of said eligible employee and his/her eligible dependents under such HMO than the cost of coverage under Blue Cross/Blue Shield-65.

Section 8. The cost of Anthem Blue Cross/Blue Shield Preferred Provider for employees retired under the Pension Plan of the City of Milford after July 1, 1999, and their eligible dependents, shall be paid for by the City so long as the employees and dependents remain eligible for such benefits, subject to Section 5(a) above. Those employees retired under the Pension Plan of the City of Milford after July 1, 1974, and their eligible dependents, and who now or in the future are no longer eligible for Major Medical insurance under the City Plan, shall be reimbursed for Medicare payments provided a receipt for such payment is submitted to the Finance Department within thirty (30) days after such payment is made. Effective July 1, 2022, the Medicare Part B reimbursement shall be capped at the standard Medicare monthly premium amount.

Section 9. Effective July 1, 1976, the cost of Blue Cross/Blue Shield-65 for employees over sixty-five (65) who are retired under the Pension Plan of the City of Milford after July 1, 1976, and their eligible dependents, shall be paid for by the City and these employees shall be reimbursed for Medicare payments provided a receipt for such payment is submitted to the Finance Department within thirty (30) days after such payment is made. Effective July 1, 2022, the Medicare Part B reimbursement shall be capped at the standard Medicare monthly premium amount.

Section 10. The cost of Group Life Insurance Plan in the amount of ten thousand (\$10,000.00) dollars shall be paid for by the City for employees hired on or before April 1, 2019, who retire under the Pension Plan of the City of Milford.

Section 11. Any permanent employee who shall commence employment after having attained age fifty-six (56) shall be eligible for retiree's insurance benefits as provided at Sections 8, 9, and 10 of this Article if said employee shall retire under the provisions of FICA and shall have completed ten (10) years of continuous service with the City immediately preceding such retirement.

Section 12. Permanent employees shall pay a health insurance premium cost share for all health insurance benefit plans as set forth below and it shall be based on the allocation rate or the self-insured equivalent rate:

(a) PPO

(1) Effective July 1, 2020, the premium cost share for those enrolled in the PPO Plan shall be fourteen (14%) percent.

(2) Effective January 1, 2021, the premium cost share for those enrolled in the PPO Plan shall be fifteen (15%) percent.

(3) Effective July 1, 2022, the premium cost share for those enrolled in the PPO Plan shall be sixteen (16%) percent.

(4) Effective July 1, 2023, the premium cost share for those enrolled in the PPO Plan shall be seventeen (17%) percent.

(b) HDHP/HSA

(1) Effective July 1, 2020, the premium cost share for those enrolled in the HDHP/HSA Plan shall be eleven (11%) percent.

(2) Effective July 1, 2021, the premium cost share for those enrolled in the HDHP/HSA Plan shall be eleven (11%) percent.

(3) Effective upon ratification of this Agreement, the premium cost share for those enrolled in the HDHP/HSA Plan shall be ten (10%) percent.

(c) All cost share contributions shall be made through a Section 125 account, which shall be provided by the City. The premium cost share for a full year shall be pro-rated for all permanent employees, including the twelve-month Nurse, such that contributions shall be evenly deducted over a fifty-two (52) week period.

Section 13. Employees not otherwise eligible for dependent health insurance benefits through any plan paid for by the City of Milford shall have the option of waiving all health insurance benefits as provided herein. Any employee who elects to waive all health insurance benefits as provided herein shall receive an annual payment of \$2,000.00, which shall be paid at the end of

each fiscal year. 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 14. The City shall provide Malpractice Insurance for each Nurse in the Unit in the following amount:

LIMITS OF LIABILITY

PROFESSIONAL	\$1,000,000/\$1,000,000
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Section 15. An employee eligible for workers' compensation payments shall receive an amount which, when added to the compensation shall equal his/her regular weekly salary as defined in Article IV, Section 1 for a period not to exceed thirteen (13) weeks.

Section 16. The City reserves the right to substitute alternative health insurance plans to those indicated in this article; provided, however, that any substitute plans will offer at least the same level of benefits. The City will give the Union a copy of any proposed substitute plan and will meet with the Union Executive Board prior to implementing any substitute plan.

Section 17. Each public health Nurse covered by this agreement shall wear a lab coat at all times while on duty. Two (2) lab coats shall be provided to each Member at the time of hire. Thereafter, upon request, one (1) lab coat or similar approved medical attire shall be provided to each Member annually.

Section 18. Employees presenting evidence of satisfactory completion of the following credentials on or before September 1 of any year shall receive, on or before December 15, the following Educational Bonus in one (1) lump-sum payment, provided they are actively employed at the time of payment:

Bachelor of Arts	\$1,500.00
Bachelor of Science	\$2,000.00
Bachelor of Science, Nursing	\$3,000.00
Master of Science	\$3,500.00
Master of Science, Public Health or Nursing	\$4,000.00

Section 19. Employees presenting proof of membership in the Association of School Nurses of Connecticut and/or the National Association of School Nurses shall be reimbursed fifty (50%) percent of the dues up to seventy-five (\$75) dollars.

Section 20.

(a) Payroll periods shall be uniform for all bargaining units. The standard payroll period shall be Saturday to Friday.

(b) All Members shall be paid over a fifty-two (52) week period and the weekly rate in the attached Appendix A shall go into effect.

- (c) All compensation shall be paid by direct deposit. The City reserves the right to establish a bi-weekly payroll.

#### Section 21.

(a) In the event of a layoff, or budgetary reduction in force, the layoff of members of this Union shall be made in the inverse order of seniority with the bargaining unit. The City shall create and maintain a re-employment list of those qualified members of the bargaining unit who have been separated from City Employment due to layoff or reduction in force and who possess a satisfactory employment record. In the event of a future open position of public health/school Nurse, those qualified members on said list shall have the right to be rehired to said open position in the order in which they were first separated from City Employment. Notwithstanding any of the foregoing, the re-employment list shall expire one (1) year after its creation.

(b) In the event that a reduction in force or layoff is required, the City shall provide written notice to the Union as soon as the City has notice that such a reduction or layoff is required.

### **ARTICLE VI. TRANSPORTATION ALLOWANCE**

Section 1. When a Nurse is required by the City to travel using his/her personal automobile to attend an approved work-related conference, or to change work sites during the day, the City shall pay to said Nurse a travel allowance equal to the Standard Mileage Allowance promulgated by the Internal Revenue Service as is currently contained in IRS Rev. Proc. 91-67, §5.01, 1991-2, CB 887, as amended from time to time. Mileage shall be calculated based upon travel from the employee's home or assigned school, whichever is closer to the destination of the work-related conference.

### **ARTICLE VII. VACATIONS**

Section 1. Vacations shall be taken to coincide with the Milford Public Schools vacation calendar. The twelve-month nurse shall be entitled to four (4) additional vacation days during the summer vacation period, which shall not be taken while summer school and/or Recreation Department programs are in session.

Section 2. All vacation schedules and changes shall be approved by the Director of Nursing in advance.

Section 3. An employee leaving the City of his/her own accord who has earned but not yet taken his/her vacation shall, at the time of release, be paid in lieu of vacation. An employee who is discharged shall forfeit his/her vacation.

### **ARTICLE VIII. HOLIDAYS**

Section 1. The official paid holidays for Nurses employed ten (10) months a year shall coincide with the Milford Public Schools calendar. The official paid holidays for the twelve (12)

month nurse shall also follow the Milford Public Schools calendar and shall include Independence Day.

Section 2. Nurses will be excused from work during a delayed opening and/or an early dismissal due to inclement weather, which shall not include early dismissal due to extreme heat. On such days, Nurses should arrive at their assigned school one half hour prior to the start of school on days of a delayed opening and shall leave no sooner than fifteen (15) minutes following the departure of the last school bus on days of early dismissal.

Section 3. At the discretion of the Director of Health, Nurses may be excused from work any day when school is closed due to inclement weather or other unscheduled event. In the event they are so excused, the employee shall be required to work on any day added to the school calendar, including during otherwise-scheduled vacation periods, to make up for such day off with no additional compensation. In the event a clinic is scheduled on a snow day and the clinic is open, and in the event that the Nurse scheduled to work that clinic is unable to report due to weather-related travel limitations, arrangements to cover the clinic shall be based on proximity to the location, with adjustments to be made at a later date. At the beginning of the year, Management will solicit individuals who wish to serve as back up for this purpose. Nurses who elect or are required to work at a clinic held when schools are closed due to inclement weather shall be paid a minimum of two and one half (2 ½) hours at the regularly hourly rate.

Section 4. A Nurse required to work on a holiday as designated above will receive an exchange holiday to be taken with the advance approval of the Director of Health during a school vacation period.

## **ARTICLE IX. SICK LEAVE**

Section 1. Each permanent employee shall be entitled to sick leave with full pay on the basis of ten (10) hours for each completed month of service. The Nurses not regularly scheduled to work during the summer months shall be credited with ten (10) hours sick leave for said months upon return to full-time employment, total for the year not to exceed sixteen (16) working days. An employee shall be credited with ten (10) hours of sick leave if she has worked or received pay for fourteen (14) standard working days of the calendar month, except that an employee entering the service on or after the eleventh (11th) calendar day of the month will not be credited with ten (10) hours of sick leave for that month.

Section 2. Unused sick leave shall be cumulative from year to year up to 130 days. A record of unused sick leave in excess of 130 days will be maintained. In cases of extreme hardship resulting from serious illness, a permanent employee or his/her representative may appeal to the Civil Service Commission for an extension of sick leave. The Civil Service Commission shall review the appeal and, in its discretion, may grant additional sick leave at a rate of pay to be decided by the Commission. In addition, any employee shall have the right to transfer any number of days from his/her accumulated sick leave time to another employee, if the recipient employee has exhausted his/her accumulated sick time. This donated sick time shall be credited to the account of the recipient employee at the dollar value of the donating employee.

Section 3. Any charge to the sick leave account shall be in minimum units of one-half (1/2) hours.

Section 4. If a holiday falls within an employee's paid sick leave period, such employee's sick leave account shall not be charged for that holiday, but the employee shall be paid for the holiday at his/her regular rate of compensation from the holiday account.

Section 5. An employee may, with prior approval of his/her Director of Health, use no more than four (4) days for the conduct of his/her personal business, two (2) of which shall be deducted from earned sick leave days; the twelve-month nurse may use up to five (5) days, provided that three (3) shall be deducted from earned sick leave. Provided, however, that the employee submit a Time Off request form for approval.

Section 6.

(a) A medical certificate, acceptable to the appointing authority is required for the following:

(1) Frequent or habitual absence from duty and when, in the judgment of the management, which shall not be arbitrary or capricious, there is reasonable cause for requiring such certificate.

(2) Any period of absence consisting of more than three (3) consecutive working days.

(3) For any sick leave absence during the summer for the twelve-month nurse lasting 2 days or more.

(b) Such certificate shall state the nature of the illness and shall further state that the employee is now physically able to return to his/her job.

Section 7. Employees shall be entitled to their current sick leave as it becomes earned for one's own illness and the illness of members of one's immediate family. Sick leave shall not be taken in advance.

Section 8. Employees who are currently probationary or temporary are not entitled to sick leave.

Section 9. Employees hired on or before April 1, 2019 who retire under the Pension Plan of the City of Milford or under F.I.C.A. with a minimum of ten (10) years' service will be paid all accumulated unused sick leave upon retirement.

Section 10. The estate of an employee who dies while in the employ of the City of Milford shall be paid all accumulated unused sick leave of said employee.

## **ARTICLE X. BEREAVEMENT LEAVE**

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

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

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

Section 4. An obituary notice shall be furnished by an employee requesting bereavement leave if required by the Director of Health.

## **ARTICLE XI. UNION ACTIVITIES**

Section 1. For the period of this contract, Union officers or their designees collectively shall be granted up to a total of twenty (20) days a year without loss of pay to participate in conventions and seminars held by and conducted under the auspices of a recognized labor-related organization or institution, or an institution, that said convention or seminar must relate to public employment labor law or nursing and the Union officers or designees must first obtain the written approval of the Director of Health permitting such participation. The employee shall provide the Director of Health with proof of attendance of such convention or seminar in the form of the registration certificate or its equivalent; the City may withhold pay for such days in the event the Employee fails to provide it with said proof.

Section 2. Time off shall be granted to three (3) members of the negotiating committee for attendance at and participation in negotiating sessions. All such time shall be recorded on the employee's time sheet on the form provided by the City.

Section 3. Union officers, or if said officers are unavailable, their duly appointed representatives collectively, shall be granted up to a total of ten (10) hours per year without loss of pay for the purpose of processing Union grievances. Said officers or their representatives in order to receive their pay for time so taken shall submit a weekly statement to the City on forms provided by the City stating the amount of time spent, the matter handled, and the resolution, if any.

Section 4. On or about July 1<sup>st</sup> of each year, the City shall deliver to the Union a seniority list of all Union members, showing dates of hire and service time for seniority purposes.

## **ARTICLE XII. GRIEVANCE PROCEDURE**

Section 1. In the event that a difference arises between the City of Milford, the Unit or any employees concerning the interpretation, application or compliance with the provisions of this Agreement, an earnest effort will be made to resolve such difference in accordance with the

following procedure, which must be followed. This procedure is established to permit prompt discussion and resolution of employee grievances.

## Section 2.

(a) Grievances shall be processed according to the following steps:

(1) If any permanent employee has a grievance, she should personally discuss it with his/her immediate supervisor within five (5) working days of its occurrence.

(2) If the answer is not satisfactory, the employee and/or his/her representative should submit two (2) copies of the grievance to his/her immediate supervisor and one (1) copy directly to the Human Resources Director within five (5) working days. The supervisor should note his/her reply on the grievance statement and return the original to the employee and/or his/her representative within ten (10) working days.

(3) If the employee and/or his/her representative are not satisfied with his/her immediate supervisor's reply, she and/or his/her representative should forward his/her copy to the Director of Health within ten (10) working days. The Director of Health should discuss the grievance with the employees and/or his/her representative and within five (5) working days of receiving the complaint, note a reply in writing.

(4) If the grievance is still unsettled, the employee and/or his/her representative may request a hearing before the Commission by forwarding his/her copy of the grievance to the Human Resources Director within ten (10) working days. The Commission shall act on a grievance as quickly as practical but shall not take longer than thirty (30) days from the date the grievance is presented to the Human Resources Director.

Section 3. In the event the parties are not satisfied with the Commission's decision, they may file the matter with the State Board of Mediation and Arbitration for mediation and/or arbitration within thirty (30) calendar days of the Human Resources Director's decision

Section 4. The Arbitrator shall have no right to add to, delete from, amend, modify or ignore the provisions of this agreement. The decision of the Arbitrator shall be final and binding on the parties.

Section 5. Each party shall be liable for its own share of expenses and any general expense of the arbitration not applicable to either party shall be mutually share by both parties.

Section 6. In the event that any Union member's personnel file contains evidence of previous disciplinary action, including verbal and written warnings, such Union member may request the Director of Health to review such disciplinary documentation in accordance with Section 31-128b of the Connecticut General Statutes. In the event that there has not been additional discipline for a related offense within the time frame set forth below, disciplinary actions shall be removed from the employee's personnel file as follows: verbal warnings shall be removed from the employee's personnel file one (1) year after said violation occurred; written



warnings shall be removed from the employee's personnel file two (2) years after said violation occurred; and suspensions shall be removed from the employee's personnel file three (3) years after said violation occurred. Notwithstanding the foregoing, all records will be retained to the extent required by law or other document retention mandates.

### **ARTICLE XIII. FAMILY AND MEDICAL LEAVE ACT**

Employees may be eligible for leave under the Family and Medical Leave Act (FMLA) pursuant to the policy of the City, which may be amended from time to time, attached as Appendix D.

### **ARTICLE XIV. MAINTENANCE OF PROFESSIONAL STANDARDS**

Bargaining unit Employees shall not be laid off, terminated without just cause or have their hours of work reduced if other personnel employed by the City who are not licensed registered Nurses are substantially performing the same duties being performed by the bargaining unit employees.

### **ARTICLE XV. CONTINUING EDUCATION**

Section 1. During the term of this Agreement, if the State of Connecticut requires continuing or further education for registered Nurses licensed by the State of Connecticut, the City will be responsible for allocation of funds for such educational costs; provided, however, that the scope and subject matter of the education shall not be other than that required by the State.

#### Section 2.

(a) In order to enhance professional growth, employees shall have the opportunity to participate in courses offered outside of the City. The City shall set aside a fund specifically for the purpose of reimbursing employees for the cost of schooling related to employment. In order to receive reimbursement for courses, employees must follow these steps:

(1) Submit a request which is subject to the approval of the Mayor, Director of Health and Finance Director prior to enrolling for the courses; and

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

(b) No reasonable request for approval of the course and reimbursement shall be denied and employees shall receive reimbursement within one (1) month of presenting evidence of successful completion.

(c) The City shall set aside a fund in the amount of Three Thousand (\$3,000.00) Dollars per year for this purpose.

(d) Individual employee applications under this provision shall not exceed Four Hundred (\$400.00) Dollars per fiscal year, per employee.

Section 3. As an incentive to each full-time employee who obtains and maintains National Certification in School Nursing (NCSN), the City will pay an annual bonus of One Thousand (\$1,000) Dollars. The City will reimburse, on a one-time basis, each Nurse's certification registration fee.

#### **ARTICLE XVI. MISCELLANEOUS**

Section 1. All other conditions of employment not found within the foregoing terms of this Agreement shall continue to be governed, controlled and interpreted by reference to the City of Milford's Charter, Ordinances and the Rules and Regulations of the Civil Service Commission of the City of Milford.

Section 2. If a member is out on leave for any reason for a period of time that is expected to last more than four (4) weeks, the City shall have the right to immediately employ a substitute Nurse to fill this assignment. The substitute Nurse's replacement work hours shall not be counted toward any entitlement to membership in the Union or any of the benefits provided under this collective bargaining agreement.

Section 3. All Nurses shall be available upon request to provide or to train for public health services to the community including, without limitation, public health emergencies declared by any federal, state or local authority. See Article III, §6(a).

#### **ARTICLE XVII. EFFECTIVE DATE**

Section 1. The Agreement which expired on June 30, 2020 shall continue to be in full force and effect up to the date that this Agreement is ratified and signed by the parties, unless otherwise specified herein. This Agreement, ratified on May 2, 2022, shall remain in full force and effect through June 30, 2024, and each year thereafter unless either party gives notice to the other of its intention to change or terminate this Agreement.

Section 2. Notice of intention to change or terminate this Agreement must be given to the other party in writing no later than February 1, 2024 and/or on February 1st of each year thereafter. The negotiating committee for the City and the Unit shall begin negotiations within fourteen (14) days thereafter.

Section 3. Nothing in this Agreement shall be deemed to take effect retroactively unless specifically set forth as such herein.

CITY OF MILFORD, CONNECTICUT

CALU / MILFORD NURSES

By: BB-  
BENJAMIN G. BLAKE, MAYOR

By: Kathryn A. Malski, RN  
Kathy Malski, President

Dated: 10.5.22

Dated: 10.04.22

## APPENDIX A - SCHEDULE OF WAGES

GRADE: RN1						
12-MONTH NURSE						
STEP	0	1	2	3	4	5
07/01/2020						
Hourly	\$ 31.7399	\$ 32.7354	\$ 33.7294	\$ 34.9095	\$ 36.0611	\$ 38.1036
Weekly	\$ 1,190.25	\$ 1,227.58	\$ 1,264.85	\$ 1,309.11	\$ 1,352.29	\$ 1,428.89
Annual	\$ 61,893.00	\$ 63,834.16	\$ 65,772.20	\$ 68,073.72	\$ 70,319.08	\$ 74,302.28
07/01/2021						
Hourly	\$ 32.4540	\$ 33.4719	\$ 34.4883	\$ 35.6950	\$ 36.8725	\$ 38.9609
Weekly	\$ 1,217.03	\$ 1,255.20	\$ 1,293.31	\$ 1,338.56	\$ 1,382.72	\$ 1,461.03
Annual	\$ 63,285.56	\$ 65,270.40	\$ 67,252.12	\$ 69,605.12	\$ 71,901.44	\$ 75,973.56
07/01/2022						
Hourly	\$ 33.1842	\$ 34.2250	\$ 35.2643	\$ 36.4981	\$ 37.7021	\$ 39.8375
Weekly	\$ 1,244.41	\$ 1,283.44	\$ 1,322.41	\$ 1,368.68	\$ 1,413.83	\$ 1,493.91
Annual	\$ 64,709.32	\$ 66,738.88	\$ 68,765.32	\$ 71,171.36	\$ 73,519.16	\$ 77,683.32
07/01/2023						
Hourly	\$ 34.0138	\$ 35.0806	\$ 36.1459	\$ 37.4106	\$ 38.6447	\$ 40.8334
Weekly	\$ 1,275.52	\$ 1,315.52	\$ 1,355.47	\$ 1,402.90	\$ 1,449.18	\$ 1,531.25
Annual	\$ 66,327.04	\$ 68,407.04	\$ 70,484.44	\$ 72,950.80	\$ 75,357.36	\$ 79,625.00

GRADE: RN2						
10-MONTH NURSE						
(WAGES FOR THE 10 MONTH NURSE ARE PAID OUT OVER 12 MONTHS)						
STEP	0	1	2	3	4	5
07/01/2020						
Hourly	\$ 26.8567	\$ 27.6991	\$ 28.5403	\$ 29.5388	\$ 30.5130	\$ 32.2415
Weekly	\$ 1,007.13	\$ 1,038.72	\$ 1,070.26	\$ 1,107.71	\$ 1,144.24	\$ 1,209.06
Annual	\$ 52,370.76	\$ 54,013.44	\$ 55,653.52	\$ 57,600.92	\$ 59,500.48	\$ 62,871.12
07/01/2021						
Hourly	\$ 27.4610	\$ 28.3223	\$ 29.1825	\$ 30.2034	\$ 31.1995	\$ 32.9669
Weekly	\$ 1,029.79	\$ 1,062.09	\$ 1,094.34	\$ 1,132.63	\$ 1,169.98	\$ 1,236.26
Annual	\$ 53,549.08	\$ 55,228.68	\$ 56,905.68	\$ 58,896.76	\$ 60,838.96	\$ 64,285.52
07/01/2022						
Hourly	\$ 28.0789	\$ 28.9596	\$ 29.8391	\$ 30.8830	\$ 31.9015	\$ 33.7087
Weekly	\$ 1,052.96	\$ 1,085.99	\$ 1,118.97	\$ 1,158.11	\$ 1,196.31	\$ 1,264.08
Annual	\$ 54,753.92	\$ 56,471.48	\$ 58,186.44	\$ 60,221.72	\$ 62,208.12	\$ 65,732.16
07/01/2023						
Hourly	\$ 28.7809	\$ 29.6836	\$ 30.5851	\$ 31.6551	\$ 32.6990	\$ 34.5514
Weekly	\$ 1,079.28	\$ 1,113.14	\$ 1,146.94	\$ 1,187.07	\$ 1,226.21	\$ 1,295.68
Annual	\$ 56,122.56	\$ 57,883.28	\$ 59,640.88	\$ 61,727.64	\$ 63,762.92	\$ 67,375.36
* LEAD NURSE SHALL RECEIVE ADDITIONAL COMPENSATION OF 2.5%						
MILFORD PUBLIC SCHOOL SUMMER PROGRAM HOURLY RATE						
STEP	0	1	2	3	4	5
07/01/2020	\$ 31.7399	\$ 32.7354	\$ 33.7294	\$ 34.9095	\$ 36.0611	\$ 38.1036
07/01/2021	\$ 32.4540	\$ 33.4719	\$ 34.4883	\$ 35.6950	\$ 36.8725	\$ 38.9609
07/01/2022	\$ 33.1842	\$ 34.2250	\$ 35.2643	\$ 36.4981	\$ 37.7021	\$ 39.8375
07/01/2023	\$ 34.0138	\$ 35.0806	\$ 36.1459	\$ 37.4106	\$ 38.6447	\$ 40.8334

## APPENDIX B - SCHEDULE OF BENEFITS

<b>BENEFITS Final 5.19.2022</b>	<b>Century Preferred PPO 416/716</b>	<b>H S A- High Deductible Health Plan 442/742</b>	<b>HRA- High Deductible Health Plan- 443/743</b>
	In and Out-of-Network Benefits Available	In and Out-of-Network Benefits Available	In and Out-of-Network Benefits Available
<b>Costshares</b>			
	In-Network services subject to copays	In-Network services subject to deductible and coinsurance	In-Network services subject to deductible and coinsurance
	Out-of-Network services subject to deductible and coinsurance	Out-of-Network services subject To deductible and coinsurance	Out-of-Network services subject To deductible and coinsurance
	\$ 25 Copay Office Visit Unlimited Office Visit Maximum	In and Out-of-Network Deductible (Individual/Family) \$2,000/\$4,000	In and Out-of-Network Deductible (Individual/Family) \$2,000/\$4,000
	\$ 300 Hospital Copayment Per Admission	Coinsurance- 100% In-Network & 80/20% Out-of-Network	Coinsurance- 100% In-Network & 80/20% Out-of-Network
	\$ 150 Copay Emergency Room	In-Network Out-of-Pocket Maximum \$2,000/\$4,000	In-Network Out-of-Pocket Maximum \$2,000/\$4,000
	\$50 Urgent Care Copayment	Out-of-Network Out-of-Pocket Maximum \$5,000/\$10,000	Out-of-Network Out-of-Pocket Maximum \$5,000/\$10,000
	\$ 100 Outpatient Surgery Copayment	<u>Employer Funding in HSA</u>	<u>Employer Funding for HRA</u>
	Deductible - \$200/\$400/\$500	50% of deductible for plan year 7/1/20-6/30/21 (\$1,000/\$2,000)	50% of deductible for plan year 7/1/20-6/30/21 (\$1,000/\$2,000)
	Out-of-Network Out-of-Pocket Maximum \$600/\$1,200/\$1,500	50% of deductible for plan year 7/1/21-6/30/22 (\$1,000/\$2,000)	50% of deductible for plan year 7/1/21-6/30/22 (\$1,000/\$2,000)
	In-Network Out-of-Pocket Maximum \$6,850/\$13,700/\$13,700	50% of deductible for plan year 7/1/22-6/30/23 (\$1,000/\$2,000)	50% of deductible for plan year 7/1/22-6/30/23 (\$1,000/\$2,000)
	Lifetime Maximum In-Network Unlimited	50% of deductible for plan year 7/1/23-6/30/24 (\$1,000/\$2,000)	50% of deductible for plan year 7/1/23-6/30/24 (\$1,000/\$2,000)
	Lifetime Maximum Out-of-Network Unlimited	Lifetime Maximum In-Network Unlimited	Lifetime Maximum In-Network Unlimited
		Lifetime Maximum Out-of-Network Unlimited	Lifetime Maximum Out-of-Network Unlimited
	<b>(In-Network benefits are identified below)</b>	<b>(In-Network benefits are identified below)</b>	<b>(In-Network benefits are identified below)</b>

<b>Preventive Care</b>			
Pediatric, Adult	Covered	Covered	Covered
Vision exam	Covered Covered once every year	Covered Covered once every 2 years	Covered Covered once every 2 years
Hearing screening	Covered	Covered	Covered
Gynecological	Covered	Covered	Covered
<b>Medical Services</b>			
Medical Office Visit	\$ 25 Copay	Deductible & Coinsurance	Deductible & Coinsurance
Specialist Visit	\$ 25 Copay	Deductible & Coinsurance	Deductible & Coinsurance
Outpatient PT/OT/ST & Chiropractic Services	\$ 25 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
Allergy Services & Testing	\$ 25 Copay	Deductible & Coinsurance	Deductible & Coinsurance
Allergy Injections	Covered 80 in 3 years	Deductible & Coinsurance Unlimited	Deductible & Coinsurance
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	\$ 25 Copay	Deductible & Coinsurance	Deductible & Coinsurance
Outpatient Substance Abuse	\$ 25 Copay	Deductible & Coinsurance	Deductible & Coinsurance

<b>Emergency Care</b>			
Emergency Room	\$ 150 Copay	Deductible & Coinsurance	Deductible & Coinsurance
Urgent Care	\$50 Copay	Deductible & Coinsurance	Deductible & Coinsurance
Ambulance	Covered	Deductible & Coinsurance	Deductible & Coinsurance
<b>Inpatient Hospital</b>	<b>Note: All hospital admissions require pre-cert</b>	<b>Note: All hospital admissions require pre-cert</b>	<b>Note: All hospital admissions require pre-cert</b>
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
<b>Outpatient Hospital</b>			
Outpatient Surgery Facility Charges	\$ 100 Copay	Deductible & Coinsurance	Deductible & Coinsurance
Ambulatory Surgery Facility Charges	\$ 100 Copay	Deductible & Coinsurance	Deductible & Coinsurance
Diagnostic Lab & X-ray	Covered	Deductible & Coinsurance	Deductible & Coinsurance
Pre-Admission Testing	Covered	Deductible & Coinsurance	Deductible & Coinsurance
<b>Other Services</b>			
Durable Medical Equipment (DME)	Covered Coverage limited to specific items	Deductible & Coinsurance Coverage limited to specific items	Deductible & Coinsurance Coverage limited to specific items
Prosthetics	Covered Coverage limited to specific items	Deductible & Coinsurance Coverage limited to specific items	Deductible & Coinsurance Coverage limited to specific items
Infertility	Covered Unlimited maximum	Deductible & Coinsurance Unlimited maximum	Deductible & Coinsurance Unlimited maximum
Home Health Care	Covered 200 Skilled Nursing visits per calendar year80 Home Health Aide visits per calendar year	Deductible & Coinsurance 200 Skilled Nursing visits per calendar year80 Home Health Aide visits per calendar year	Deductible & Coinsurance200 Skilled Nursing visits per calendar year80 Home Health Aide visits per calendar year



Prescription Drugs	<p>Managed 3 Tier Rx</p> <p>\$5 Generic/\$25 Listed Brand/ \$40 Non-Listed Brand @ retail and \$10 Generic/\$50 Listed Brand/\$80 Non-Listed Brand via Mail Order</p> <p>30-day supply for retail pharmacy and 90-day supply for Mail Order</p> <p>30-day supply for retail pharmacy and 90-day supply for Mail Order</p> <p>Prior Authorization, Quantity Limits, DUR, No ED pills, Clinically equivalent, Preferred Generic, Specialty Pharmacy req, copays apply to diabetic meds. &amp; Refill Too Soon @ 85%</p> <p>\$1,500 Annual Maximum Anything over the \$1,500 maximum rolls to the Out-of-Network benefit under the Century Preferred PPO medical plan</p>	<p>Prescription Coverage</p> <p>Deductible &amp; Coinsurance</p> <p>30-day supply for retail pharmacy and 90-day supply for Mail Order</p> <p>Prior Authorization, Quantity Limits, DUR, No ED pills, Clinically equivalent, Preferred Generic, Specialty Pharmacy req, copays apply to diabetic meds. &amp; Refill Too Soon @ 85%</p> <p>Unlimited Annual Maximum</p>	<p>Prescription Coverage</p> <p>Deductible &amp; Coinsurance</p> <p>30-day supply for retail pharmacy and 90-day supply for mail order</p> <p>Prior Authorization, Quantity Limits, DUR, No ED pills, Clinically equivalent, Preferred Generic, Specialty Pharmacy req, copays apply to diabetic meds. &amp; Refill Too Soon @ 85%</p> <p>Unlimited Annual Maximum</p>
Medical Dependent Age Maximum	To age 26- Dependents will be terminated the first of the month following their 26th birthday	To age 26- Dependents will be terminated the first of the month following their 26th birthday	To age 26- Dependents will be terminated the first of the month following their 26th birthday
Dental	Full Dental with Rider A	Full Dental with Rider A	Full Dental with Rider A
Dental Dependent Age Maximum	To age 22- Dependents will be terminated the first of the month following their 22nd birthday	To age 22- Dependents will be terminated the first of the month following their 22nd birthday	To age 22- Dependents will be terminated the first of the month following their 22nd birthday



**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 Limit
- "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.



**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 Provider Portal. The Provider Portal 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](https://anthem.com).
  - AIM website: [www.americanimaging.net/goweb](https://www.americanimaging.net/goweb)

## 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 these 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.

## Wellness Reward Plan for HDHP/HSA

The City will offer each member the opportunity to participate in a wellness plan. The members who voluntarily participate will be required to complete a Health Risk Assessment form and complete an annual physical exam. Upon completion of the physical exam, an attestation form must be completed by the health care provider. If the member completes the above, the City will make available an additional \$250 to be deposited into the member's HSA account.



### Employee attestation incentive instructions

Earn extra bucks just for taking extra good care of yourself

Follow these instructions to learn more

Good health is its own reward. We've all heard that before. And it's true. But did you know you can also get financial rewards for taking a few basic steps to staying healthy?

Your commitment to good health can really pay off

Each year, you can get extra money from your employer as an incentive for doing a few things toward good health. Just complete the steps below and you'll get \$250.00 deposited into your Health Savings Account (HSA).

**Step 1: Get a yearly checkup with your doctor.**

- Get the exams and tests that your doctor feels are right for you based on your age, health and whether you are male or female.
- These might include biometric screenings. Biometric screenings (tests) are simple tests that include checking things like blood pressure, cholesterol levels, triglycerides, sugar levels and body mass index (BMI).
- After you take the exams and tests, your doctor should fill out and sign the *Employee Attestation Incentive* form that came with this notice and give it back to you.

**Step 2: Give the form to your employer's benefits department.**

- Your employer will process the form.
- You do not need the results of your biometric tests to hand in your form.

**Step 3: After you get your biometric test results, fill out a Health Assessment on our website.**

- Go to [anthem.com](http://anthem.com) and log in using your Anthem username and password. (If this is your first visit to [anthem.com](http://anthem.com), select **Register** to complete the registration process. Once you've registered, log in to get started).
- Then simply select the **Health & Wellness** tab, look for the Health Assessment and fill it out.
- Then you've done everything you need to do.

**Step 4: We'll make sure the Health Assessment is filled out and let your employer know.**

- Then your extra incentive dollars will be deposited into your HSA.
- Please know that your privacy matters to us. Rest assured, we'll only let your employer know that you filled out the Health Assessment. No other health information will be given out. Everything you put in the Health Assessment will stay private between you and your health plan.

**Have a question about these steps?**

Speak with your employer's benefits office.

**Need help with your Health Assessment?**

Contact our Customer Service department at 1-800-233-4947, Monday – Friday, 8 a.m. – 5 p.m. EST.

**It pays to stay healthy. So get started today!**

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## ATTESTATION FOR WELLNESS INCENTIVE

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

### ANNUAL ROUTINE PHYSICAL EXAM FORM

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

Once the exam is complete, please sign and date this form and return it to the patient so they may turn it in to Human Resources. You may also mail the form directly. Please do not fax the form – we need the original signature. Please provide the employee/spouse with biometrical results of their exam and lab work. They may use this information to complete an online Health Risk Assessment with Anthem.

The Routine Physical Exam May Include the Following:

- ❖ Preventive Physical Exam, which includes medical and family health history, assessment of lifestyle (diet, stress, exercise, etc.) general system examination (heart, lungs, throat, thyroid, ears, skin, joints, etc.) and measurement of height and weight
- ❖ Routine blood and urine screenings
- ❖ Cholesterol and lipid level screenings
- ❖ Blood glucose screening
- ❖ Eye chart vision screening
- ❖ Immunizations (tetanus every ten years, others as appropriate)
- ❖ Pelvic examination, Pap Smear, and Mammography screenings
- ❖ Prostate examination and prostate specific antigen blood test (PSA) (*males only*)
- ❖ Colorectal cancer screening

**You, as the health care provider, will determine which one of several types of screenings is most appropriate and at what age it should be done.**

**I certify that I performed a routine physical exam on \_\_\_\_\_  
and that the exam included appropriate screenings.**

**Patient's name:** \_\_\_\_\_

**Physician's Name:** \_\_\_\_\_

**Date of Physical:** \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

**Physician's Signature:** \_\_\_\_\_

## APPENDIX C – SCHEDULE OF DENTAL BENEFITS



Anthem Blue Cross and Blue Shield of Connecticut

### **FULL DENTAL PLAN with Amendatory Rider A**

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

#### **COVERED SERVICES INCLUDE:**

- ☐ Oral Examinations 1/36 months
- ☐ Periapical and bitewing x-rays 1/Year
- ☐ Topical fluoride applications for members under age 19- 2/Year
- ☐ Prophylaxis, including cleaning, scaling and polishing – 2/Year
- ☐ Relining of dentures
- ☐ Repairs of broken removable dentures
- ☐ Palliative emergency treatment
- ☐ Routine fillings consisting of silver amalgam and tooth color materials; including stainless steel crowns (primary teeth)\*
- ☐ Simple extractions \*\*
- ☐ Endodontics-including pulpotomy, direct pulp capping and root canal therapy (excluding restoration)

\* Payment for an inlay, onlay or crown will equal the amount payable for a three-surface amalgam filling when the member is not covered by Dental Amendatory Rider A.

\*\* Payment for a surgical extraction or a hemisection with root removal will equal the amount payable for a simple extraction when the member is not covered by the Dental Amendatory Rider A.

#### **ACCESSING BENEFITS:**

##### **Participating Dentists Benefits**

When a member receives care from one of over 1,800 Participating Dentists, he or she simply presents his or her identification card showing dental coverage. The dentist bills us directly for all covered services.

For dental care provided by a Participating Dentist, we will pay the lesser of the dentist's usual charge or the Usual, Customary and Reasonable Charge as determined by us. The dentist accepts our reimbursement as full payment and may not bill the member for any additional charges.

##### **Non-Participating Dentists Benefits**

For covered dental services provided by a Non-Participating Dentist, in or out of Connecticut, we pay the lesser of the dentist's charge or the applicable allowance for the procedure, as determined by us. The member is responsible for any difference between the amount paid by us and the fee charged by the dentist.

This does not constitute your health plan or insurance policy. It is only a general description for the purposes of this Request for Proposal, of the Anthem Blue Cross Blue Shield Full Dental Plan. Refer to your Master Group Policy or Description of Benefits, on file with your employer, for a complete listing of benefits, maximums, exclusions and limitations.



## *Dental Amendatory Rider A*

### **Additional Basic Benefits**

In addition to the services provided under your dental program, the following additional basic benefits are provided:

- ♦ Inlays (not part of bridge)
- ♦ Onlays (not part of bridge)
- ♦ Crown (not part of bridge)
- ♦ Space Maintainers
- ♦ Oral surgery consisting of fracture and dislocation treatment, diagnosis and treatment of cyst and abscess, surgical extractions and impaction
- ♦ Apicoectomy

The dental services listed above are subject to the following qualifications:

We will pay for individual crowns, inlays and onlays only when amalgam or synthetic fillings would not be satisfactory for the retention of the tooth, as determined by us.

We will not pay for a replacement provided less than five (5) years following a placement or replacement which was covered under this Rider. We will not pay for individual crowns, inlays or onlays placed to alter vertical dimension, for the purpose of precision attachment of dentures, or when they are splinted together for any reason.

### **ACCESSING BENEFITS:**

#### **Participating Dentists Benefits**

Anthem Blue Cross and Blue Shield will pay the lesser of 50% of the dentist's usual charge or 50% percent of the Usual, Customary and Reasonable Charge, as determined by us, for the dental services described in this Rider. Dentists who participate in our dental programs agree to accept our allowance as full payment and may not bill the member for any additional charges except for the remaining coinsurance balance.

#### **Non-Participating Dentists Benefits**

**In the event these services are rendered by a non-participating dentist, we will pay to the member the lesser of 50% of the dentist's charge or 50% of the applicable allowance for the procedure as determined by us. The member is responsible for any difference between the amount paid by us and the fee charged by the dentist.**

*This does not constitute your health plan or insurance policy. It is only a general description for the purposes of this Request for Proposal, of the Anthem Blue Cross and Blue Shield Dental Amendatory Rider A. Refer to your Master Group Policy or Description of Benefits, on file with your employer, for a complete listing of benefits, maximums, exclusions and limitations.*

## **APPENDIX D – 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 childbirth; 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 workday 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 15<sup>th</sup> 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.