

AGREEMENT
BETWEEN
THE CITY OF MILFORD
AND

**MILFORD POLICE
DISPATCHERS UNION
AFSCME, AFL-CIO, COUNCIL 4
LOCAL 1303-454**

JULY 1, 2019 – JUNE 30, 2025

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Working Agreement
City of Milford
And
Milford Police Dispatchers Union AFSCME, AFL-CIO, Council 4 Local 1303-454
July 1, 2019 to June 30, 2025

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PREAMBLE

THIS AGREEMENT entered into by the CITY OF MILFORD, hereinafter referred to as the "City," and the MILFORD POLICE DISPATCHERS UNION, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, COUNCIL 4 LOCAL 1303-454, hereinafter referred to as the "Union," has as its purpose the promotion of harmonious relations between the City and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, working privileges or benefits, or any other matters that come within the general meaning of the terms working conditions, or conditions of employment.

ARTICLE I – RECOGNITION

The City recognizes the Union as the sole and exclusive bargaining representative for all Members of the Unit for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment for Members working over twenty hours (20) per week. It is understood that this Agreement is negotiated under and, where applicable, shall be governed by, the Municipal Employee Relations Act of the State of Connecticut.

ARTICLE II – DEFINITIONS

"Absence Without Pay" ("AWP") is an authorized absence, approved in writing, for any part of a work day in which the Member is not compensated pay.

"City" as used herein shall mean the City of Milford in its capacity as employer and/or management.

"Chief" as used herein shall mean the Police Chief or his/her designee. Designee as used herein shall mean Police or Fire personnel or other personnel as determined by the Police Chief.

"Dispatcher" as used herein shall mean any Member of this bargaining unit or a member of the City of Milford Civilian Dispatchers bargaining Unit Local 4260 Milford Professional Telecommunicators Association, IAFF.

"Eligible Family Member" as used herein shall mean a Member'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 Member 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.

"Lead Dispatcher" as used herein shall be a Dispatcher appointed by the Chief to work in a lead capacity based upon merit and performance, as defined by the Chief.

"Member" as used herein shall mean all active permanent full-time City of Milford Public Safety Dispatchers who are part of the Unit as defined below. Per Diem dispatchers are not covered by this Agreement.

"Per-Diem Dispatcher" as used herein shall mean any dispatcher hired by the City of Milford other than those dispatchers employed on a permanent full-time basis, which may include a sworn police officer.

"PSAP Center" as used herein shall mean the emergency telecommunications center currently located in the Milford Police Department.

"Union" as used herein shall mean the American Federation of State, County and Municipal Employees, AFL-CIO, Council 4 (AFSCME).

"Unit" as used herein shall mean Milford Police Dispatchers Union, American Federation of State, County and Municipal Employees, AFL-CIO, Council 4 Local 1303-454.

ARTICLE III – UNION SECURITY

It shall be a condition of employment that all Members covered by this Agreement shall remain Members in good standing and those who are not Members on the effective date of this Agreement shall, not later than the 30th day following the effective date of this Agreement, become and remain Members in good standing in the Union. It shall also be a condition of employment that any Member covered by this Agreement and hired on or after its effective date shall, not later than the 30th day following the beginning of such employment, become and remain a Member in good standing in the Union.

ARTICLE IV – PAYROLL DEDUCTION OF SERVICE FEES AND REPORTS

The following guidelines will be followed in administering the deduction of service fees under the Agreement between the City and Union.

Section 1. Dues Deduction

A. The City agrees to deduct from the pay of each Member who has signed an authorized payroll deduction card, a sum certified by the Secretary/Treasurer of the Unit as Union dues. Such deduction shall continue for the duration of this Agreement and/or any extension hereof unless otherwise notified by the Secretary/Treasurer of the Unit.

B. Payroll deductions will be made in weekly pay periods for properly executed deduction authorization forms received at the City payroll office on or before the fifth (5th) day of the preceding month and shall be remitted to the Secretary/Treasurer of the Unit on a weekly basis. The City assumes no responsibility either to the Member or to the Union for any failure to make or for any errors made in making such deductions, but will make such efforts as it deems appropriate in correcting any such errors or omissions.

C. A Member's payroll deduction authorization shall be automatically cancelled upon termination of employment. A Member's payroll deduction authorization shall be

suspended upon leave of absence in excess of thirty (30) consecutive calendar days. Upon return from leave of absence, the returning Member's payroll deduction authorization shall be reinstated in accordance with the provisions of Section 1.A of this Article.

D. Any change in the amount of monthly service fees will be certified to the City by Secretary/Treasurer of the Unit and such change shall become effective the first (1st) day of the month following the date the City receives such certification.

Section 2. Indemnification

The Union agrees that it will indemnify and hold the City harmless from any claims, actions or proceedings by any Member arising from deductions made by the City hereunder. Once the funds collected by the City hereunder are remitted to the Secretary/Treasurer, the disposition of such funds thereafter shall be the sole and exclusive obligation of the Unit, and the City shall have no further obligation, financial or otherwise, under Section 1 of this Article.

Section 3. Roster of Members

A. The City agrees to furnish the Secretary/Treasurer of the Unit a roster of all Member's names, addresses, dates of employment, rates of pay, current weekly fee rate and job classifications. The list is to be submitted upon request not more frequently than one (1) time per year.

B. With respect to new Members, the Union will be notified within thirty (30) days of hire of such individual's name, address, title, position number, department, salary, and date of hire.

ARTICLE V – CROSS-TRAINING/CERTIFICATIONS

Section 1. Cross-Training

All Members will be cross-trained to perform all functions of the PSAP Center.

Section 2. EMD Certification

All Members must be certified, by the end of probation, to the level of State of Connecticut 911 telecommunicator and Emergency Medical Dispatcher (EMD) and such certifications shall be renewed every two (2) years. The City shall pay for all fees associated with such certifications.

ARTICLE VI – RATES OF PAY

Section 1. Wages

A. The standard payroll period shall be Saturday to Friday. Each Member shall be paid on the basis of the following weekly compensation plan:

- (1) Wages for the 2019/2020 fiscal year shall be increased by two percent (2.00%) effective July 1, 2019.
- (2) Wages for the 2020/2021 fiscal year shall be increased by two and one quarter percent (2.25%) effective July 1, 2020.
- (3) Wages for the 2021/2022 fiscal year shall be increased by two and one quarter percent (2.25%) effective July 1, 2021.
- (4) Wages for the 2022/2023 fiscal year shall be increased by two and one half percent (2.5%) effective July 1, 2022.
- (5) Wages for the 2023/2024 fiscal year shall be increased by two and one quarter percent (2.25%) effective July 1, 2023.
- (6) Wages for the 2023/2024 fiscal year shall be increased by two and one half percent (2.5%) effective July 1, 2024

B. Wage adjustments set forth in Section 1. are reflected in the table set forth as follows:

GRADE	JOB TITLE		7/1/2019	7/1/2020	7/1/2021
D01	DISPATCHER	STEP 0	\$820.52	\$838.98	\$857.85
		STEP 1	\$852.73	\$871.92	\$891.54
		STEP 2	\$886.64	\$906.59	\$926.99
		STEP 3	\$921.66	\$942.40	\$963.60
		STEP 4	\$954.50	\$975.98	\$997.94
		STEP 5	\$986.60	\$1,008.80	\$1,031.50
D02	LEAD DISPATCHER		\$1,061.20	\$1,085.07	\$1,109.49

C. Upon ratification, the following wage schedule shall go into effect, but shall not be applied retroactively:

GRADE	JOB TITLE		5/2/2022	7/1/2022	7/1/2023	7/1/2024
D01	DISPATCHER	STEP 0	\$926.99	\$950.17	\$971.55	\$995.84
		STEP 1	\$963.60	\$987.70	\$1,009.92	\$1,035.17
		STEP 2	\$1,031.50	\$1,057.29	\$1,081.08	\$1,108.11
		STEP 3	\$1,031.50	\$1,057.29	\$1,081.08	\$1,108.11
		STEP 4	\$1,031.50	\$1,057.29	\$1,081.08	\$1,108.11
		STEP 5	\$1,031.50	\$1,057.29	\$1,081.08	\$1,108.11
		STEP 6	\$1,083.08	\$1,110.15	\$1,135.13	\$1,163.51
		STEP 7	\$1,137.23	\$1,165.66	\$1,191.89	\$1,221.68
D02N	LEAD DISPATCHER	STEP 0	\$1,194.09	\$1,223.94	\$1,251.48	\$1,282.77

D. Each new Member shall be paid at the minimum step and thereafter, each Member shall proceed to the next step on the anniversary date of such Member's employment in the PSAP Center.

E. Differential pay for Members working second shift (4:00 p.m. to 12:00 Midnight), third shift (12:00 Midnight to 8:00 a.m.) and Sunday/Holidays shall be as follows:

- (1) Second shift - \$0.30 per hour shift differential.
- (2) Third shift - \$0.35 per hour shift differential.
- (3) Sunday/Holidays – in addition to the foregoing differentials, a \$0.25 per hour shift differential.

Section 2. Overtime

A. Time and one-half (1 ½) the current hourly rates of pay shall be paid for all time worked in excess of forty (40) hours in any work week. All overtime worked shall be paid out and not accumulated.

B. The Chief will determine when and if overtime is required. All overtime in the PSAP Center shall first be offered to Dispatchers according to availability in the Automated Scheduling System. If a Dispatcher scheduled for and offered overtime does not work, such Dispatcher will be charged, on the overtime rotation, with the scheduled overtime as if such Dispatcher had worked. For the purposes of this Section, the failure to respond to or answer a telephone/Automated Scheduling System request to overtime shall be deemed as a refusal.

C. When a Member works twelve (12) consecutive hours, whether voluntary overtime or ordered in, such Member shall receive an eight dollar (\$8.00) meal allowance. The allowance shall be paid monthly in a supplemental check.

Section 3. Productivity Bonus

Members shall receive a productivity bonus of three hundred dollars (\$300) paid to each Member on the first payday of December, provided such Member has been in the employ of the City of Milford for at least one (1) year.

Section 4. Longevity

A. For Members hired on or before December 4, 2017, the applicable provisions of the "ORDINANCE ESTABLISHING A LONGEVITY PAY PLAN FOR CERTAIN EMPLOYEES OF THE CITY OF MILFORD" adopted by the Board of Aldermen on July 16, 1965, which provisions are not in conflict with this Section 3, are hereby incorporated in and made a part of this Agreement (Appendix A).

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

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

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

Section 5. Direct Deposit

Direct deposit shall be mandatory for all Members.

ARTICLE VII – WORK WEEK

Section 1. Work Week

The work week for all Members shall be forty (40) hours, five (5) consecutive eight (8) hour days, with two (2) full consecutive days off, consisting of the following shifts: 8:00 a.m. to 4:00 p.m.; 4:00 p.m. to Midnight; Midnight to 8:00 a.m. and relief schedule 8:00 a.m. to 4:00 p.m. 4:00 p.m. to Midnight.

Section 2. Relief

Each Member shall be relieved from duty at the time such Member's relief reports on duty, subject to the discretion of the Chief.

Section 3. Assignments and Days Off

Assignments and corresponding days off during each work period shall be established by a seniority bidding process every eight (8) weeks. The Chief shall make assignments based on the seniority bidding process and post the work schedule prior to the commencement of the work period. However, if a Member has selected the same assignment for the preceding eighteen (18) months, without interruption, the Chief shall have the right to deny the Member from again picking the same assignment for the upcoming eight (8) week period and instruct such Member to select a different assignment. This right may be invoked only if the Chief determines that the best interests of the PSAP Center to have Members familiar with the different working shifts and assignments of PSAP Center duties scheduled for certain shifts. A Member so affected, shall receive notification of this denial within a reasonable period of time prior to such Member's selection.

Section 4. Shift Vacancies

A. When a shift drops to one (1) scheduled Member in the PSAP Center, the Chief may cover that opening with a Per-Diem Dispatcher. When a shift drops to no scheduled Members in the PSAP Center, the Chief may cover the first opening with a Dispatcher and the second opening with a Per-Diem Dispatcher. This will be accomplished by utilizing Telestaff or other equivalent automated staffing software.

B. Members reporting off duty for sick, injury, bereavement, jury duty or other leave, shall notify the Chief of such action. The Headquarters Sergeant or Scheduling Officer will utilize Telestaff to cover such vacancies.

(1) If a vacancy cannot be covered as specified above, the Chief shall have the authority to cover such vacancy by ordering those Dispatchers working shifts immediately before and after the vacant shift to work an extra four (4) hours to cover such vacancy.

(a) Dispatchers ordered to cover a vacancy under scenario B.(1) above must have eight (8) hours off before returning to work.
Dispatchers shall not be penalized leave or pay for such time off.

C. Members shall not be ordered to work seven (7) days in a row, unless unusual conditions warrant it.

D. Members shall not work more than sixteen (16) hours consecutively.

Section 5. Chief's Authority to Transfer

The Chief shall have the authority to transfer a Member from one day shift to a different day shift, or one night shift to a different night shift, or one midnight shift to a different midnight shift, for the sole purpose of preventing two (2) non-certified dispatchers (Emergency Medical Dispatch and State of Connecticut Telecommunicator) and/or Dispatchers in their first four (4) months of probation from being scheduled together.

Section 6. Swaps

A. Each Member shall be granted swap with pay for any day or days which he or she is able to secure another Member to work in his or her place provided:

- (1) Swaps are limited to not more than three (3) shifts per month not to exceed thirty-six (36) per fiscal year.
- (2) Such substitution does not impose any additional cost on the City.
- (3) The Chief is notified, in writing, on an appropriate form, not less than two (2) days prior to its becoming effective, except that in case of emergency, notification may be done by telephone.
- (4) The Chief is not held responsible for enforcing any agreement made between Members.
- (5) In cases of abuse, swaps can be limited at the discretion of the Chief.

ARTICLE VIII – HOLIDAYS

Section 1. Holiday Pay

A. Each member whose normal day off falls on a holiday or who is on vacation, sick or other leave when a holiday occurs, shall receive eight (8) hours holiday pay at such Member's regular rate of pay for each such holiday.

B. Each Member who works on a holiday shall receive eight (8) hours holiday pay for each such holiday and regular pay at the rate of one and one-half (1 ½) times such Member's rate of pay for all hours worked on such holiday. The following holidays shall be paid at a rate of two (2) times the Member's rate of pay for all hours worked that day: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day and Christmas Day.

Section 2. Holidays

The following days shall be considered as legal holidays:

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

All holidays other than New Year's, Christmas and July 4th shall be deemed to fall on the day on which such holiday is celebrated by the State of Connecticut.

ARTICLE IX – LEAVE/ABSENCES

Section 1. Vacation

A. Vacation time shall be taken only upon forty-eight (48) hours advance approval of the Chief, which approval shall not be unreasonably withheld. It shall not be deemed unreasonable to deny approval for vacation for more than one (1) Dispatcher at a time or for less than forty-eight (48) hours advance notice.

B. Whenever there is a conflict in requested vacation dates, preference shall be given to Members according to seniority.

C. Vacations may be taken in full or half days. Half day vacations shall be taken in four (4) hour increments at the beginning or ending of a shift. Half day vacations can only be taken when proper coverage is available, as determined by the Chief.

D. Vacation days shall be apportioned on a pro rata basis monthly throughout the year. The vacation schedule for Members shall be as follows:

- (1) In each fiscal year, each Member who has or will have completed six (6) months but less than one (1) year of service on June 30th of such fiscal year shall receive five (5) working days vacation.
- (2) Each Member who has completed one (1) year of service but less than five (5) years of service on June 30th of such fiscal year shall receive ten (10) days vacation.
- (3) Each Member who has completed five (5) years of service but less than ten (10) years of service on June 30th of such fiscal year shall receive fifteen (15) days vacation.
- (4) Each Member who has completed ten (10) or more years of service on June 30th of such fiscal year shall receive twenty (20) days vacation.
- (5) Each Member who has completed twenty (20) or more years of service on June 30th of such fiscal year shall receive twenty (25) days vacation.

E. Any vacation not used by June 30th of such fiscal year shall be lost, except Members may carry over a maximum of ten (10) vacation days from one fiscal year to the next fiscal year.

F. In the event of a Member's death, such Member's beneficiary shall be paid unused earned vacation pay with the final paycheck, provided, however, this provision shall not apply where the event occurs during the Member's probationary period.

G. In the event a Member retires or terminates employment voluntarily, such Member shall be paid unused earned vacation pay with the final paycheck.

H. No Member shall be considered to be on vacation leave if, at the time that such vacation leave is scheduled to take place, such Member is on Sick, Injury or Military Leave.

Section 2. Sick Leave

A. Each Member shall be credited with one and one-quarter (1 ¼) working days of sick leave on the last day of each calendar month provided such Member has worked or received pay for fourteen (14) standard working days of such calendar month, except that a Member entering the service on or after the eleventh (11th) calendar day of the month will not be credited sick leave for that month.

B. Unused days up to fifteen (15) days in any year shall be credited to each Member's account. Such account to be known as "Sick Time Account" and shall be cumulative over the period of years said Member remains in the service of the PSAP Center. Each Member shall be allowed to accumulate an unlimited number of unused sick days.

C. There shall be no deficit in the sick leave account.

D. Members shall have the right to transfer any number of days from his or her accumulated sick time account to another Member, provided the recipient Member has exhausted all paid leave, including but not limited to sick time and vacation time. Donated sick time shall be credited to the account of the recipient Member at the dollar value of the donating Member. Unused hours shall be returned to the donor.

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

F. Members may, with the prior approval of the Chief, use up to three (3) days of sick time each fiscal year for the conduct of personal business. Such use of sick leave shall be non-cumulative and may not be taken on the day preceding or following a holiday without the prior approval of the Chief.

G. When a Member reports off duty by reason of illness, a telephone call may be placed to such Member's home by the Chief to determine such Member's state of health. In the event that the Chief is unable to adequately make such determination, the Chief shall have the right to visit said Member at the Member's home to complete his determination.

H. Whenever a Member is off duty sick or injured, whether the injury occurs on or off duty, such Member will be required to remain at his or her residence of record at all times during his or her regular scheduled working hours. Exceptions to the above shall be with the permission of a Chief for the following situations:

- (1) For a scheduled or emergency visit to a physician, or medical facility or other emergency as approved by the Chief; or
- (2) Any other purpose approved by the Chief on a case-by-case basis.

I. In the event a Member leaves his or her residence for the exceptions listed above, the Member shall telephonically advise the Chief when he or she leaves and again when he or she returns home.

Section 3. Leave of Absence and Absence without Pay

- A. Leaves of absence for personal reasons may be granted at the Chief's discretion.
- B. A leave of absence for greater than five (5) consecutive shifts shall be requested as a formal leave of absence and shall be granted in accordance with the Family and Medical Leave Act (FMLA).
- C. No Member shall be permitted to work for another employer while on any leave or absence, unless approved by the Chief. Such employment by another employer without approval shall be grounds for termination.
- D. In the event that a Member has fully exhausted vacation leave balances, the Chief may authorize an Absence Without Pay for legitimate purposes. Absence Without Pay for three (3) consecutive shifts or less may be granted at the discretion of the Chief and need not be covered by a formal request for leave of absence. Requests for such leave shall be in writing and submitted at least forty-eight (48) hours in advance, whenever practicable, except in case of an emergency, notification may be done by telephone and is not subject to advance notice. In considering whether to grant or deny a Leave of Absence Without Pay, the Chief shall take into consideration the following factors:
- (1) Whether or not it is possible to secure a Per-Diem Dispatcher to work in his or her place.
 - (2) Whether or not the absence imposes any additional cost on the City.
 - (3) Whether or not the absence would put two (2) Per-Diem Dispatchers on shift at the same time.
 - (4) Whether or not, in the Chief's discretion, there has been an abuse of days taken as Leave of Absence Without Pay.
- E. Failure to report at the expiration date of any authorized leave of absence may result in termination of employment, unless such leave of absence has been extended.

F. It is understood that any Member returning from a leave of absence for sick or injury leave in excess of fourteen (14) calendar days may, at the Chief's discretion, be required to take a physical examination at the City's expense before being eligible to return to work.

Section 4. Family and Medical Leave Act (FMLA)

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

Section 5. Bereavement

A. Each member shall be granted bereavement leave as follows:

- (1) Five (5) working days with pay as a result of the death of the Member's spouse, child, mother, father, or sibling.
- (2) Three (3) working days with pay as a result of the death of the Member's grandparent, grandchild, mother-in-law, father-in-law, daughter-in-law, son-in-law or relative domiciled in the home.
- (3) One (1) working day as a result of the death of the Member's sister-in-law, brother-in-law, aunt, uncle, niece or nephew, or spouse's grandparent.

B. An obituary notice or other proof of death shall be furnished by the Member requesting bereavement leave, if required by the Chief.

Section 6. Court Appearances/Jury Duty

Members shall be paid in accordance with the customary practice for a regular work week for all properly documented time spent on account of jury duty or appearing as a witness in a civil proceeding resulting from their performance of duty for the City of Milford, provided that any money paid to the Member on account of jury duty or appearance as a witness, from any source other than the City payroll shall be immediately turned over to the City endorsed to the City's account. Monies paid on account of mileage and parking need not be turned over, or if turned over, will be reimbursed.

Section 7. Military Duty

A. Any Member ordered to military duty shall be granted a leave of absence, without pay, for such period of time as may be required for such duty. Upon return from such service, if eligible for re-employment under the terms of the Universal Military Training and Selective Service Act, such Member shall be credited, for all purposes, for all time spent in such military service. If such leave is for a period exceeding two (2) months, current vacation shall be prorated, with credit for any portion of the current vacation year during which such Member was

on the Employer's active payroll. For all purposes under this Agreement, period of service with the armed forces shall be included in determining seniority as required by law.

B. Any Member who is a member of a military reserve component and has a mandatory training obligation shall be granted a maximum of fifteen (15) days leave each calendar year when ordered to short tours of active duty for such purpose. In such event, the Employer will pay to such Member the difference, if any between his military pay and base pay which such Member would have received for such period not to exceed fifteen (15) days. Such differential pay shall apply to only one (1) fifteen (15) day period in each calendar year. Given advanced notice, the Chief may, in his discretion, grant additional time in excess of the fifteen (15) days.

Section 8. Union Representation

A. Two Members designated by the Union may be granted reasonable time off, provided they are scheduled to work, to carry out the business of the Union pertaining to the City. Such time off shall be with the prior approval of the Chief, which approval will not be unreasonably withheld. The Union shall notify the Chief in writing with the names of the designated Members, and of any updates, permanent or temporary. Such time off, including investigating and hearing grievances, shall be with pay and shall be considered as time worked for the purpose of determining seniority, wage increases and other benefits.

B. Union officers shall be allowed up to a collective total of eighty (80) hours every other fiscal year (starting in 2012) without loss of pay to attend conventions and/or educational conferences.

- (1) The Union shall notify the Chief, in writing, seven (7) days prior to the time of such convention and/or educational conference, with the names of those whom will be attending and the duration of the absence.
- (2) Each Member receiving time off without loss of pay under this Section shall provide proof of attendance at the applicable convention and/or educational conference. Such proof of attendance shall be submitted to the Chief. The City may withhold pay for such time off if the Member fails to provide the Chief with such proof.

C. The Union shall notify the Chief, in writing, of the names of all Union officers, including any subsequent changes.

D. Any Union President, Vice President, Secretary/Treasurer who is on duty at the time of the Union's monthly meeting may be excused from duty at the Chief's discretion, which shall not be unreasonably withheld, for the purposes of attending said meeting, with no loss of pay to the member, provided this Section shall apply to no more than two (2) such Union officers at any one (1) meeting.

ARTICLE X – INSURANCE

Section 1. Active Member Health Insurance

A. Subject to the premium cost shares set forth below, the City shall provide the following insurance for active Members hired on or before December 4, 2017 and their Eligible Family Members.

- (1) A Preferred Provider Organization (“PPO”) or High Deductible Health Plan / Health Savings Account (“HDHP/HSA”) Plan (dependent child coverage to age 25 or as otherwise required by law). The Schedule of Benefits pages of said Plan are attached as Appendix C and incorporated by reference herein.
 - (a) 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 1st of each year.
 - (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 Members. 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) A Health Reimbursement Account (“HRA”) with the same benefits afforded to members enrolled in the HDHP/HSA will be made available to any Member who is ineligible for the HDHP/HSA offered by the City. The annual maximum reimbursement by the City for Members participating in the HRA shall not exceed the annual deductible amount of the City’s HDHP/HSA contribution for Members enrolled in the HDHP/HSA. Any funds remaining in the HRA account of a Member shall revert to the City upon the Member separating from service to the City.

B. The HDHP/HSA Plan shall be the sole and core plan for Members hired on or after July 1, 2017.

C. Any Member hired prior to July 1, 2017 who switches to the HDHP/HSA during open enrollment following ratification of this Agreement may not switch back to the PPO until the May 2023 open enrollment.

D. The City will provide for each permanent Member and Eligible Family Member 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 D.

E. A Billing Incentive Program: Members who find overcharges in their hospital bills, which result in the return of funds to the City, will be entitled to receive 25% of the confirmed overcharge up to a maximum of \$500.00 for each hospital stay.

Section 2. Premium Cost Share

A. The premium cost shares set forth below shall be based on the allocation rate or the self-insured equivalent rate, except there shall be no premium cost share for any Member hired on or before December 4, 2017 that is currently enrolled in the PPO with employee-only coverage, and who remains in said employee-only PPO plan without interruption:

(1) PPO

- (a) Effective July 1, 2019, the premium cost share for those enrolled in the PPO Plan shall be fourteen (14%) percent.
- (b) Effective July 1, 2020, the premium cost share for those enrolled in the PPO Plan shall be fifteen (15%) percent.
- (c) Effective July 1, 2021, the premium cost share for those enrolled in the PPO Plan shall be sixteen (16%) percent.
- (d) Effective July 1, 2022, the premium cost share for those enrolled in the PPO Plan shall be seventeen (17%) percent.
- (e) Effective July 1, 2023, the premium cost share for those enrolled in the PPO Plan shall be eighteen (18%) percent.
- (f) Effective July 1, 2024, the premium cost share for those enrolled in the PPO Plan shall be nineteen (19%) percent.

(2) HDHP/HSA

- (a) Effective July 1, 2019, the premium cost share for those enrolled in the HDHP/HSA Plan shall be ten (10%) percent.
- (b) Effective July 1, 2023, the premium cost share for those enrolled in the HDHP/HSA shall be eleven (11%) percent.
- (c) Effective July 1, 2024, the premium cost share for those enrolled in the HDHP/HSA shall be twelve (12%) percent.

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

Section 3. Retiree Health Insurance

(a) Subject to the premium cost share set forth below, the City shall provide the following insurance for Members retired under the Pension Plan of the City and their Eligible Family Members.

(1) Pre-Age Sixty Five (65): Members hired on or before January 1, 2022 who retire with ten (10) years of continuous service may elect to receive the same health benefits made available to the individual Member when he/she was an active employee of the City, including medical and prescription drug benefits, with the exception of dental, which shall not be included.

(2) Pre-Age Sixty Five (65): Members hired after January 1, 2022 who retire with fifteen (15) years of continuous service may elect to receive the same health benefits made available to the individual Member when he/she was an active employee of the City, including medical and prescription drug benefits, with the exception of dental, which shall not be included.

(3) Post Age Sixty-Five (65): Members hired on or before January 1, 2022 who retire with ten (10) years of continuous service may elect to receive supplemental Medicare coverage, not including dental, provided such Member, including such Members Eligible Family Members, enrolls in Medicare Part B.

(4) Post Age Sixty-Five (65): Members hired after January 1, 2022 who retire with fifteen (15) years of continuous service may elect to receive supplemental Medicare coverage, not including dental, provided such Member, including such Members Eligible Family Members, enrolls in Medicare Part B.

(5) The City shall reimburse said retirees for Medicare Part B payments, provided receipt for such payment is submitted to the Pension Office within thirty (30) days after such payment is made. For Members hired after January 1, 2022, the Medicare Part B reimbursement shall be capped at the standard Medicare monthly premium amount.

(6) Eligible Members who retire after having attained the age of sixty-two (62) shall be afforded the opportunity to purchase High Option Medicare Supplement by paying the difference in cost between the "low option" coverage and "high option" coverage. The election to purchase "high option" coverage must be made at the time of retirement and will remain in effect unless rescinded by the retiree. If the "high option" coverage is not selected at the time of retirement, or if rescinded at any time after the initial election, the retiree will not have the right to reinstate the "high option" coverage. All retiree cost share and other payments for insurance coverage as provided for herein shall be deducted from the retiree's pension payments.

(7) Retirees shall pay in retirement the cost share in effect on the date of retirement and will be subject to future carrier and/or plan changes, except that any Member who retires after having attained the age of sixty-two (62) shall not be required to pay any premium cost share in retirement. Notwithstanding the foregoing, the cost of the high option buy up shall be the responsibility of the retiree.

Section 3. Life Insurance

A. The City shall provide and pay for a double indemnity life insurance policy for each Member in an amount equal to base salaries rounded up to the next higher \$1,000.

B. Retired Members hired on or before December 4, 2017 shall be provided with a life insurance policy paid for by the City in the amount of \$7,000.

Section 4. Plan Administrator

The City reserves the right to change insurance carriers to administer its health insurance plans and to substitute alternative health insurance plans to those indicated in this Article provided the new plan when taken as a whole is equal or better, and the administration of same is consistent with the previous plan(s). Prior to any changes, the Union shall be notified and provided with the changes for their review before implementation.

Section 6. Waiver of Health Insurance

Members not otherwise eligible for health insurance benefits through any plan paid for by the City of Milford shall have the option of waiving all health insurance benefits as provided herein. Any Member who elects to waive all health insurance benefits as provided herein shall receive an annual payment of \$2,000, which shall be paid at the end of each fiscal year. Members 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 Member dies or otherwise separates from service, payment of the waiver amount shall be pro-rated accordingly.

Section 7. Governance

The extent and effective dates of coverage under the City health insurance policies shall be governed by the terms and conditions set forth in said policies. Any questions concerning coverage shall be resolved in accordance with the terms and conditions in said policy and shall not be subject to the grievance procedure set forth in this Agreement. Plan Design changes will continue to be collectively bargained for in accordance with MERA and shall not be exempt from the grievance procedure set forth in this Agreement.

ARTICLE XI – WORKERS COMPENSATION

Section 1. Sick Time not Charged

Members who are absent from duty due to illness or accident for which they are entitled to compensation under the Connecticut Workers' Compensation Act shall not be charged sick time.

Section 2. Compensation

Any Member who is entitled to compensation under the Connecticut Workers' Compensation Act shall receive compensation from the City in an amount which, when added to workers' compensation payments received, shall equal such member's regular pay for a period not to extend thirteen (13) weeks.

ARTICLE XII – PENSION

All bargaining unit Members shall be covered by the pension plan as set forth in Pension Plan for Non-Represented Employees, Code of Ordinances of the City of Milford, Article III, Section 17.1-34 through 17.1-47.

ARTICLE XIII – PROBATIONARY PERIOD

Section 1. Probationary Period

There shall be a probationary period for all new Members of twelve (12) months from date of hire. Probationary Members may be disciplined, up to and including termination, at any time prior to completion of probation and may not grieve such discipline/termination hereunder.

Section 2. Assignments

During the probationary period, the Member's schedule and assignments shall be at the discretion of the Chief to insure proper supervision and training in all aspects of employment. There shall be no deviation from the assigned schedule without the Chief's permission. Members will be evaluated during the probationary period on a monthly basis to determine suitability for the position. The performance standards and evaluation method shall be determined by the Chief.

ARTICLE XIV – SENIORITY

Section 1. Definition

Seniority is defined as the total length of continuous service as a Dispatcher within the PSAP Center.

Section 2. Reduction of Work Force

A. Whenever it becomes necessary to reduce the number of Dispatchers in a given class because of lack of work or lack of funds, the Dispatcher(s) with the least seniority shall be removed first.

B. The City shall give Members affected at least two (2) weeks' advance notice of layoff where practicable.

C. The reduction in the classification of budgeted positions shall be made in the following order: probationary then permanent dispatcher.

D. All Members laid off shall have their names placed on a re-employment list in order of seniority. There shall be a re-employment list for each classification in which layoffs are made. Members' names shall remain on the re-employment list for eighteen (18) months or until re-employed, whichever occurs first.

E. After layoff has occurred, the following procedure shall be followed in filling vacancies:

- (1) The City shall first restore to such vacancy, by seniority, a Member on the active payroll who was removed from the position by a cutback.
- (2) When the City decides to re-employ Members in a position for which there are Members on layoff status, the appropriate re-employment list shall be utilized before such position(s) is offered to new Members. Any Member on layoff who refuses an opportunity to return to work shall lose layoff status and such Member's name shall be removed from the re-employment list.
- (3) Members on layoff status shall continue to accumulate seniority for twelve (12) months from the effective date of layoff. The time spent on layoff shall not be deemed to interrupt the continuity of employment for Members recalled within said twelve (12) month period. Any Member not recalled to work during this period shall lose all seniority rights and shall be treated as a new Member for all purposes.
- (4) Any Member recalled from layoff status shall be placed in the same step such Member occupied at the time of layoff.

ARTICLE XV – DISCIPLINARY PROCEDURE

Section 1. Just Cause

No non-probationary Members covered by this Agreement shall be discharged, suspended or disciplined except for just cause.

Section 2. Appeal of Discipline

Any action taken under Section 1 above may be appealed through the grievance procedure as to the existence of just cause and the appropriateness of the discipline applied. However, there shall be a probationary period of one (1) year from the date of hire for all new Members, during which time the Union waives the right to grieve and arbitrate disputes involving discipline, including termination of employment.

Section 3. Verbal Reprimands

Any action taken under Section 1 of this Article, other than verbal reprimands, shall be stated in writing, giving the reasons for same, and a copy given to the Member and the Union.

Section 4. Union Representation

Whenever the City, or any of its agents, contemplates disciplinary action against a Member covered by this Agreement and schedules a hearing or meeting, such Member shall be given the opportunity to notify the Union and have a Union representative present.

ARTICLE XVI – GRIEVANCE PROCEDURE

Section 1. Grievance Defined

In order to insure fair and equitable treatment of all Members there is hereby established a formal procedure to permit discussion and resolution of grievances.

A. Definition of a grievance shall be as follows:

- (1) Challenge of any discharge, suspension or other disciplinary.
- (2) Charge of favoritism or discrimination.
- (3) Interpretation and application of rules and regulations and policies of the PSAP Center.
- (4) Matters relating to the interpretation and application of this Agreement.

Section 2. Grievance Procedure

A. Any Member may use this grievance procedure with or without Union assistance; except that any matter brought before the State must be done with Union assistance. No grievance settlement made as a result of an individually processed grievance shall contravene the provisions of this Agreement.

- (1) **Step One:** A member having a grievance shall first discuss it with the Patrol Captain within fifteen (15) working days of the occurrence giving rise to the grievance. The Patrol Captain shall give his answer within five (5) working days of such discussion. If the grievance is not satisfactorily resolved, it shall be reduced to writing, on a form prescribed by the City (Appendix B), by the aggrieved and/or his representative by the end of the grievant's next working day, presented to the Patrol Captain, and answered by the Patrol Captain within two (2) working days. If this answer does not resolve the grievance, it may then proceed to Step Two.
- (2) **Step Two:** The written grievance and answer(s) received through Step One shall be submitted to the Chief within five (5) working days of the receipt of the written Step One answer. The Chief shall hold whatever meetings and/or make whatever investigations necessary to give a written answer within five (5) working days of receipt of the grievance. If this answer does not resolve the grievance, it may then proceed to Step Three.
- (3) **Step Three:** The written grievance and answers received through Steps One and Two shall be submitted to the Human Resources Director within five (5) working days of receipt of the written answer in Step Two. The Human Resources Director shall schedule whatever meeting and/or make whatever investigations necessary to determine the basis on which a written decision shall be given within ten (10) days of receipt of the grievance. If this decision does not resolve the grievance, it may then proceed to Step Four.
- (4) **Step Four:** Either party may request the State Board of Mediation and Arbitration to provide Mediation/Arbitration Services.
 - (a) The decision of the Arbitrator shall be final and binding on both parties.
 - (b) The authority of the Arbitrator shall be limited to the application and interpretation of this Agreement. They shall have no authority to add to or subtract from this Agreement.
 - (c) The costs of the Arbitration mutually incurred shall be shared equally by both parties. Costs incurred by the parties, as individuals shall be borne by the party incurring the cost.

B. The employer may request that the matter be referred to the American Arbitration Association (AAA), and the employer shall be responsible for all costs incurred.

C. Any grievance concerning discharge or suspension of a Member shall commence at Step Three.

D. Failure by the Member to process the grievance within the time limits established above presumes that it has been satisfactorily resolved at the last step to which it has been properly processed, however, this should not be deemed to constitute past practice or precedent for future matters.

E. Time limits as described above may be waived by agreement of the parties in writing.

Section 3. Probationary Period

During the one (1) year probationary period for new Members, the Union waives the right to grieve and arbitrate any disputes involving disciplinary action, including termination of employment.

ARTICLE XVII – MANAGEMENT’S RIGHTS

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

ARTICLE XVIII – MISCELLANEOUS

Section 1. Posting Vacancies

In the event that a vacancy occurs or a new position is created within the Unit, such openings shall be posted for five (5) working days.

Section 2. Legal Representation

The City shall provide and pay for all legal representation for any Member who due to work related activity is subject to any action that requires such representation. The City’s obligation shall be limited to that as required by State of Connecticut law.

Section 3. Health And Safety

The City and the Union shall cooperate fully in matters contained in this Agreement having to do with safety, health and all sanitary matters affecting the Members.

Section 4. Residency

Members shall be required to live in a town whose border is within a twenty (20) mile radius of the PSAP Center.

Section 5. Mileage

Reimbursement for mileage for work-related travel shall be in accordance with the current Internal Revenue Service regulations at the time of travel. Such reimbursement for mileage shall be approved by the Chief, in advance, and shall not include portal to portal travel.

Section 6. Non-Discrimination Clause

The Union and the City agree that the City is an equal opportunity employer that does not discriminate on the basis of race, creed, color, sex, marital status, religion, national origin, handicap, age, veteran status or Union activity.

Section 7. Savings Clause

If any provision of this Agreement shall be held invalid or unlawful by any tribunal of competent jurisdiction, the remaining provisions of this Agreement shall not be affected thereby.

Section 8. Prior Practices, Zipper Clause

This agreement represents the complete collective bargaining and full agreement by both parties with respect to rates of pay, hours of employment and all other terms and conditions of employment. Any matters or subjects not herein covered have been satisfactorily adjusted, compromised or waived by the parties and are outside the scope of this Agreement.

Section 9. Bulletin Boards

The City agrees that the Union may post on a designated City bulletin board factual and non-controversial material, which a responsible representative of the Union may decide to post. If management contends posted notices are not within the spirit of the article, the responsible Union representative, when available, will remove such notice. However, if the Union representative is not available, management reserves the right to remove such material.

Section 10. Substance/Alcohol Abuse and Drug Testing

The City may require random drug/alcohol testing twice per year as well as upon reasonable suspicion to believe a Member is impaired while on the job. Upon the first positive test, such Member is eligible for employee assistance and shall enter a treatment program. A second positive test shall be just cause for termination of employment, unless said positive test is the result of a Member coming forward voluntarily and not a random or reasonable suspicion test.

Section 11. Amendments

Any provision of this Agreement may be amended, modified or supplemented at any time by mutual consent of the parties hereto, without in any way affecting any of the other provisions of this Agreement.

ARTICLE XIX – DURATION

Section 1. Effective Date

This Agreement shall be effective as of the first day of July 2019, and shall remain in full force and effect until June 30, 2025, and each year thereafter unless either party give notice to the other of its intention to change or terminate this Agreement as hereinafter provided.

Section 2. Intention to Negotiate

No earlier than January 2, 2025, and no later than February 1, 2025, either party may give notice to the other of its intention to change or to terminate this Agreement.

Section 3. Retroactivity

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

CITY OF MILFORD

BY _____

Benjamin G. Blake, Mayor

Dated: _____

8-26-2022

MILFORD POLICE DISPATCHERS UNION, AFSCME, AFL-CIO, COUNCIL 4, LOCAL 1303-454

BY: _____

Steven R. Harris, President

BY: _____

John Miller, Staff Representative

Dated: _____

01/22/22

APPENDIX A – Longevity Plan

(For Members in the bargaining unit hired on or before December 4, 2017 who qualify)

At a Special Meeting of the Board of Aldermen held on June 16, 1965, the following Ordinance was adopted:

#65-4 “AN ORDINANCE ESTABLISHING A LONGEVITY PAY PLAN FOR CERTAIN EMPLOYEES OF THE CITY OF MILFORD”:

BE IT ORDAINED AND ENACTED BY THE BOARD OF ALDERMEN OF THE CITY OF MILFORD THIS 16TH DAY OF JUNE 1965, THAT:

Section 1. There be and there hereby is established a Longevity Pay Plan for the following employees of the City of Milford, same being hereinafter referred to as “Eligible Employees”:

- A. All full-time permanent employees classified by the Civil Service Commission of the City of Milford.
- B. All regular employees of the Milford Police Department, not including Special Policemen and/or Auxiliary Policemen.
- C. All regular employees of the paid Milford Fire Department, not including volunteer firemen.

Section 2. Longevity Pay, as provided for herein, shall be considered to be a reward for continuous service to the City of Milford over a period of years, and shall be paid to any Eligible Employee who qualifies for same hereunder, regardless of whether or not such employee is at the maximum rate of pay for his grade, or otherwise.

Section 3. For the purposes hereof, commencing with January 1, 1966, the first day of January shall be considered to be the Anniversary Date of this Plan. In order to receive Longevity Pay, in any fiscal year, an Eligible Employee must be employed by the City on the Anniversary Date falling within such fiscal year, and must, prior to such Anniversary Date, have completed the requisite number of years necessary to qualify him for Longevity Plan hereunder.

Section 4. Longevity Pay to Eligible Employees shall be based upon the following scale:

- A. Completion of ten (10) through fourteen (14) years of continuous service to the City prior to the Anniversary Date specified herein, shall entitle any Eligible Employee, employed by the City on such Anniversary Date, to receive a Longevity Payment equal to two and one-half (2 1/2%) percent of his basic salary, as computed in accordance herewith.

- B. Completion of fifteen (15) through nineteen (19) years or continuous service to the City prior to the Anniversary Date specified herein, shall entitle any Eligible Employee, employed by the City on such Anniversary Date, to receive a Longevity Payment equal to three (3%) percent of his basic salary, as computed in accordance herewith.
- C. Completion of twenty (20) years or more continuous service to the City prior to the Anniversary Date specified herein, shall entitle any Eligible Employee, employed by the City on such Anniversary Date, to receive a Longevity Payment equal to three and one-half (3 ½%) percent of his basic salary, as computed in accordance herewith.,

Section 5. Time spent in the armed forces of the United States, (i.e.: Army, Navy, Air Force, Marine Corps or Coast Guard) , and/or time spent in any other authorized leave from the City, shall be included in determining the number of continuous years of service of any Eligible Employee.

Section 6. For the purposes hereof, an Eligible Employee 's basic salary shall be computed as follows: Multiply by fifty-two (52) weeks, the gross salary earned by such employee in the last full pay period in his prior regular and permanent classification and grade, prior to the Anniversary Date in any year in which he qualifies for Longevity Pay, exclusive of overtime pay, recall pay, or pay received for working any hours and/or days in excess of his regularly scheduled work week. It is clearly intended hereby, to specifically exclude from the computation of an Eligible Employee's basic salary for the purpose hereof, any and all overtime pay earned by any employee, whether or not, by the nature of his employment, he is regularly scheduled to perform such overtime work.

Section 7. Any Eligible Employee who qualifies for Longevity Pay, in accordance with the provisions hereof, shall be paid same, as computed in accordance herewith, as soon as is feasible for the processing of such payment, after certification to the Director of Finance of such employee's qualification and basic salary by the applicable Board or Commission (Police, Fire or Civil Service.) The Director of Finance shall withhold from all Longevity Payment, such Withholding and FICA tax as is legally deemed necessary.

Section 8. Once an Eligible Employee qualifies for Longevity Pay at any step set forth in Section 4 hereof, he shall receive same computed annually in accordance, with such step and his then present basic salary, also computed accordance herewith, until such Anniversary Date that he qualifies for payment under a higher step.

Section 9. Longevity Pay earned by any Eligible Employee hereunder shall not be included in the computation of such employee's pension and retirement benefits, nor shall the receipt of such Pay by any employee be construed under any circumstances, to entitle him to overtime or recall pay and/or other fringe benefits resulting therefrom.

Section 10. Until such time as this Ordinance is repealed or amended to provide otherwise, the budget-making authority of the City shall recommend and the Board of Aldermen shall appropriate each year, a sum estimated sufficient to finance the implementation of this Longevity Pay Plan.

Section 11. This Ordinance shall, upon adoption, become effective in accordance with the provisions of the Charter of the City of Milford pertaining thereto.

Attest: Margaret S. Egan
Clerk of the Municipality.

Dated at Milford, Conn., this
17th day of June, 1965.

APPENDIX B – Grievance Form

Date Received: _____

**City of Milford
Grievance Form
Milford Police Dispatchers Union**

STEP 1: A Member having a grievance shall first discuss it with the Patrol Captain within five (5) working days of the occurrence giving rise to grievance. The Patrol Captain shall consult with the Assistant Fire Chief and shall answer within five (5) working days of such discussion. If the grievance not resolved it shall be reduced to writing, on this form, by the end of the grievant's next working day and two (2) copies shall be presented to the Patrol Captain who shall respond within two (2) working days. If this answer does not resolve the grievance, it may then proceed to Step 2.

STEP 2: The written grievance and answer received from Step 1 (2 copies) shall be submitted to the Chief within five (5) working days of receipt of written Step 1 answer. The Chief shall schedule whatever meetings and make whatever investigations necessary to give a written answer within five working days of receipt of the grievance. If this answer does not resolve the grievance, it may then proceed to Step 3.

STEP 3: The written grievance and answers received from Steps 1 and 2 (2 copies) shall be submitted to the Human Resources Director within five working days of receipt of the written Step 2 answer. The Human Resources Director shall schedule whatever meetings and make whatever investigations necessary to give a written answer within ten (10) working days of receipt of the grievance. Either party may petition the State Board of Mediation and Arbitration to appoint a mediator to assist the parties in resolving the grievance. If this answer does not resolve the grievance, it may proceed to Step 4.

STEP 4: Either party may request the State Board of Mediation and Arbitration to provide mediation/arbitration services. (a) The decision of the Arbitrator shall be final and binding on both parties. (b) The authority of the Arbitrator shall be limited to the application and interpretation of the subject collective bargaining agreement between the parties. The Arbitrator shall have no authority to add to or subtract from the subject collective bargaining agreement. The cost of the arbitration mutually incurred shall be shared equally by both parties. Costs incurred by the parties, as individuals shall be borne by the party incurring the cost.

Instructions:

While completing this form, be sure to include the following applicable points.

1. Does the grievance stem from a perceived violation of the working agreement? If so, specifically which one? (Cite article, section, etc.)
2. Who is affected?
3. What are the circumstances, i.e., when did it happen, where did it happen, etc.?
4. What remedy is being sought?

TO: Patrol Captain

Section of Agreement believed
to have been violated (if
applicable):

Article: _____ Section: _____

Statement of Problem:

Remedy Sought:

Employee/Union Rep. Signature: _____

Date: _____

Step 1

Answer of Patrol Captain:

Action taken by Patrol Captain:

Signature of Patrol Captain: _____

Date: _____

Reaction to Patrol Captain's reply: By employee ☐ and/or Representative ☐:

☐ I/we agree or ☐ I/we disagree

Comments:

Step 2

Answer of Chief:

Action taken by Chief:

Signature of Chief: _____

Date: _____

Reaction to Chief's reply: By employee ☐ and/or Representative ☐:

☐ I/we agree or ☐ I/we disagree

Comments:

Step 3:

Answer of Human Resources Director:

Action taken by Human Resources Director:

Signature of Human Resources
Director:

Date
:

Reaction to Human Resources Director's reply: By employee ☐ and/or Representative ☐:

☐ I/we agree or ☐ I/we disagree

Comments:

Step 4:

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

APPENDIX C – Schedule of Health Insurance Benefits

SCHEDULE of BENEFITS

BENEFIT Created 12/19/2017 By TRB	Century Preferred PPO In and Out-of-Network Benefits Available	H S A- High Deductible Health Plan In and Out-of-Network Benefits Available	HRA- High Deductible Health Plan In and Out-of-Network Benefits Available
Costshares			
	<p>In-Network services subject to Copays</p> <p>Out-of-Network services subject to deductible and coinsurance</p> <p>\$25 Office Visit Copay – Unlimited Office Visit Maximum</p> <p>\$350 Hospital Copay - per admission</p> <p>\$200 Copay Emergency Room</p> <p>\$50 Urgent Care Copay</p> <p>\$100 Outpatient Surgery Copay</p> <p>\$100 Ambulatory Surgery Copay</p> <p>Deductible - \$200/\$400/\$500</p> <p>Out-of-Network Out-of-Pocket Maximum - \$600/\$1,200/\$1,500</p> <p>In-Network Out-of-Pocket Maximum - \$6,850/\$13,700/\$13,700</p> <p>Lifetime Maximum In-Network – Unlimited</p> <p>Lifetime Maximum Out-of-Network – Unlimited</p> <p>(In-Network benefits are identified below)</p>	<p>In-Network services subject to deductible and coinsurance</p> <p>Out-of-Network services subject to deductible and coinsurance</p> <p>In and Out-of-Network Deductible (Individual/Family)- \$2,000/\$4,000</p> <p>Coinsurance- 100% In-Network & 80/20% Out-of-Network</p> <p>In-Network Out-of-Pocket Maximum- \$2,000/\$4,000</p> <p>Out-of-Network Out-of-Pocket Maximum- \$5,000/\$10,000</p> <p><u>Employer Funding in HSA:</u> 50% of deductible per plan year (\$1,000/\$2,000)</p> <p>Lifetime Maximum In-Network – Unlimited</p> <p>Lifetime Maximum Out-of-Network – Unlimited</p> <p>(In-Network benefits are identified below)</p>	<p>In-Network services subject to deductible and coinsurance</p> <p>Out-of-Network services subject to deductible and coinsurance</p> <p>In and Out-of-Network Deductible (Individual/Family)- \$2,000/\$4,000</p> <p>Coinsurance- 100% In-Network & 80/20% Out-of-Network</p> <p>In-Network Out-of-Pocket Maximum- \$2,000/\$4,000</p> <p>Out-of-Network Out-of-Pocket Maximum- \$5,000/\$10,000</p> <p><u>Employer Funding for HRA:</u>) 50% of deductible per plan year (\$1,000/\$2,000)</p> <p>Lifetime Maximum In-Network - Unlimited</p> <p>Lifetime Maximum Out-of-Network – Unlimited</p> <p>(In-Network benefits are identified below)</p>
Preventive Care			
Pediatric, Adult	Covered	Covered	Covered
Vision exam	Covered Covered once every 2 years	Covered Covered once every 2 years	Covered Covered once every 2 years
Hearing screening	Covered Covered once every 2 years	Covered Covered as part of the preventive exam	Covered Covered as part of the preventive exam
Gynecological	Covered	Covered	Covered

Medical Services			
Medical Office Visit	\$25 Copay	Deductible & Coinsurance	Deductible & Coinsurance
Specialist Visit	\$25 Copay	Deductible & Coinsurance	Deductible & Coinsurance
Outpatient PT/OT/Chiro Speech Therapy	\$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 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 Prior Authorization is required for PT & OT services after the 1st visit
Allergy Services & Testing	\$25 Copay	Deductible & Coinsurance	Deductible & Coinsurance
Allergy Injections	Covered 80 in 3 years	Deductible & Coinsurance Unlimited	Deductible & Coinsurance Unlimited
High Cost Diagnostics Ex. MRI, CAT scans, PET scans...	\$50 Copay Prior Authorization is required	Deductible & Coinsurance Prior Authorization is required	Deductible & Coinsurance Prior Authorization is required
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
Emergency Care			
Emergency Room	\$200 Copay	Deductible & Coinsurance	Deductible & Coinsurance
Urgent Care	\$50 Copay	Deductible & Coinsurance	Deductible & Coinsurance
Ambulance	Covered	Deductible & Coinsurance	Deductible & Coinsurance

Inpatient Hospital	Note: All hospital admissions require pre-cert	Note: All hospital admissions require pre-cert	Note: All hospital admissions require pre-cert
General/Medical/Surgical/Maternity (Semi-Private)	\$350 Copay	Deductible & Coinsurance	Deductible & Coinsurance
Ancillary Services (Medication, Supplies)	Covered	Deductible & Coinsurance	Deductible & Coinsurance
Psychiatric	\$350 Copay	Deductible & Coinsurance	Deductible & Coinsurance
Substance Abuse/Detox	\$350 Copay	Deductible & Coinsurance	Deductible & Coinsurance
Rehabilitative	\$350 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	\$350 Copay Covered up to 120 days per calendar year	Deductible & Coinsurance Covered up to 120 days per calendar year	Deductible & Coinsurance Covered up to 120 days per calendar year
Hospice	Covered	Deductible & Coinsurance	Deductible & Coinsurance
Outpatient Hospital			
Outpatient Surgery Facility Charges	\$100 Copay	Deductible & Coinsurance	Deductible & Coinsurance
Ambulatory Surgery Facility Charges	\$100 Copay	Deductible & Coinsurance	Deductible & Coinsurance
Diagnostic Lab & X-ray	Covered	Deductible & Coinsurance	Deductible & Coinsurance
Pre-Admission Testing	Covered	Deductible & Coinsurance	Deductible & Coinsurance
Other Services			
Durable Medical Equipment (DME)	Covered Coverage limited to specific items	Deductible & Coinsurance Coverage limited to specific items	Deductible & Coinsurance 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 & Coins Unlimited maximum	Deductible & Coinsurance Unlimited maximum
Home Health Care	Covered 200 Skilled Nursing visits per calendar year 80 Home Health Aide visits per calendar year	Deductible & Coinsurance 200 Skilled Nursing visits per calendar year 80 Home Health Aide visits per calendar year	Deductible & Coinsurance 200 Skilled Nursing visits per calendar year 80 Home Health Aide visits per calendar year

Prescription Drugs	<p>Managed 3 Tier Rx \$5 Generic/\$25 Listed Brand/ \$40 Non-Listed Brand 2x Mail Order</p> <p>30 day supply for retail pharmacy and 90 day supply for Mail Order</p> <p>Prior Authorization, Quantity Limits, Preferred Generic, DUR, NO ED coverage, Clinically Equivalent, Specialty pharmacy required, copays apply to diabetic medications and Refill Too Soon @ 85%</p> <p>\$1,500 Annual Maximum</p> <p>Anything over \$1,500 maximum rolls to the Out-of-Network benefits under the Century Preferred PPO medical plan</p>	<p>Prescription Coverage Deductible & Coinsurance</p> <p>30 day supply for retail pharmacy and 90 day supply for Mail Order</p> <p>Prior Authorization, Quantity Limits, Preferred Generic, DUR, NO ED coverage, Clinically Equivalent, Specialty pharmacy required, copays apply to diabetic medications and Refill Too Soon @ 85%</p> <p>Unlimited Annual Maximum</p>	<p>Prescription Coverage Deductible & Coinsurance</p> <p>30 day supply for retail pharmacy & 90 day supply for mail order</p> <p>Prior Authorization, Quantity Limits, Preferred Generic, DUR, NO ED coverage, Clinically Equivalent, Specialty pharmacy required, copays apply to diabetic medications and 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 Limits
- "DAW" MD override not allowed on written script. If brand is required for medical purposes the doctor would obtain a prior authorization. Otherwise the member would be responsible for the difference in cost between the brand and the generic drug.



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

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

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

What is the prior authorization process for AIM?

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

Providers can provide notification in one of two forms:

1. Phone: Providers can submit imaging requests by contacting AIM's call center toll free at 866-714-1107 Monday thru Friday, 8am- 5pm.
2. Website: Ordering providers may submit imaging requests via AIM's ProviderPortal. The ProviderPortal is available 24 hours a day, seven days a week and can be accessed directly at <https://providerportal.com>, or through a link available on Anthem Online Provider Services (AOPS) at anthem.com.
 - AIM website: www.americanimaging.net/goweb

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.

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



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

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

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

Have a question about these steps?

Speak with your employer's benefits office.

Need help with your Health Assessment?

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

It pays to stay healthy. So get started today!

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ATTESTATION FOR WELLNESS INCENTIVE

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

ANNUAL ROUTINE PHYSICAL EXAM FORM

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

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

The Routine Physical Exam May Include the Following:

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

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

I certify that I performed a routine physical exam on

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

Patient's name:

Physician's Name:

Date of Physical:

_____ - _____ - _____

Physician's Signature:

APPENDIX D – Schedule of Dental Insurance Benefits

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APPENDIX E – FMLA Policy

CITY OF MILFORD FAMILY AND MEDICAL LEAVE ACT POLICY

OVERVIEW

The City of Milford is a “covered” employer under the Federal Family and Medical Leave Act (FMLA or Act) and is subject to all rules and regulations under the Act. The Connecticut family and medical leave statutes and regulations do not apply to City employees.

In general, the FMLA allows eligible employees to take job-protected leave for the reasons specified in the law. Eligibility for leave, the reasons for leave, the allowable length of leave and the benefits and protections of the FMLA are specified in the Act and related regulations, and summarized in this Policy. This Policy is based on the Act and regulations, as amended to January 2009.

Questions concerning the FMLA and this Policy should be directed to the City’s Human Resources Department.

POLICY

It is the policy of the City of Milford to grant FMLA leave to the full extent of the law. For employees with accumulated paid leave, FMLA leave is first charged to the employee’s accrued paid leave which is eligible for use based on the reason for the FMLA leave. Sick leave, if applicable, vacation and personal leave run concurrently with FMLA leave time until the paid leaves are exhausted, with the exception(s) under the City Charter, City’s Code of Ordinances and/or applicable Collective Bargaining Agreements. When an employee has no accrued leave time or when accrued paid leave time is fully utilized, FMLA leave is unpaid. During the period of FMLA leave, whether paid or unpaid, an employee remains eligible for health insurance coverage paid by the City to the same extent as prior to the leave. Employees shall continue to be responsible for their portion of the insurance premium payment.

SPECIFIC PROVISIONS

A. Eligibility

In order to qualify for FMLA leave, the employee must meet all of the following conditions:

- The employee must have worked for the City for 12 months, which need not be consecutive.
- The employee must have worked at least 1,250 hours during the 12 months immediately preceding the start of the FMLA leave.

B. Qualifying Reasons, Types of Leave and Length of Leave

In general, an employee is eligible for up to 12 workweeks of FMLA leave in a 12-month period. When the leave is to care for an injured or ill service member, an employee is eligible for up to 26 weeks of leave during a single 12-month period. The 12-month period starts on the date of the employee's first day of FMLA leave. In most cases, leave is full-time, but intermittent leave is permitted in certain circumstances described below.

In General – Leave for 12 Workweeks:

The City will grant an employee up to 12 workweeks of FMLA leave in a 12-month period for one or more of the following reasons:

- The birth of a child, and to care for a newborn child within one year of birth;
- The placement with the employee of a child for adoption or foster care, and to care for the newly placed child within one year of the placement;
- To care for an immediate family member (spouse, child or parent – but not a parent “in-law”) with a serious health condition;
- When the employee is unable to perform the essential functions of his or her position due to a serious health condition, including incapacity due to pregnancy, prenatal medical care or child birth; and
- A qualifying exigency arising out of a family member's military service, including one or more of the following reasons:
 - a. a short notice deployment;
 - b. military events and related activities;
 - c. childcare and school activities;
 - d. financial and legal arrangements;
 - e. counseling;
 - f. rest and recuperation;
 - g. post-deployment activities; or
 - h. additional duties that arise out of the active duty or call to active duty of a covered military member, provided that the City and the employee agree to both the timing and the duration of such leave.

Leave to Care for an Injured or Ill Service Member – 26 workweeks:

An eligible employee may take up to 26 workweeks of FMLA leave during a 12-month period to care for a seriously injured or ill service member who is the employee's spouse, parent, child or next of kin, and who incurred the injury or illness in the line of duty while on active duty in the Armed Forces. The injury or illness must render the service member medically unable to perform the duties of his/her office, grade, rank or rating. This provision applies to service members who are undergoing medical treatment, recuperation, or therapy, are in outpatient status, or who are on the temporary disability retired list, for a serious injury or illness.

When combined with any other type of FMLA qualifying leave, total leave time may not exceed 26 weeks in a single 12-month period. Standard FMLA leave procedures described below apply to all requests for and designation of leave for this purpose. However, in the case of leave to care for an injured or ill service member, the 12-month period begins on the day such leave actually commences.

Limitations on Certain Leaves:

FMLA leave to care for a newborn child or newly placed adoptive child must normally be taken as consecutive days. An employee may request that such leave be taken on non-consecutive days. Approval for non-consecutive days is at the sole discretion of the Department Head and the Human Resources Director. All leave to care for a newborn or newly adopted child must conclude within 12 months of the date of the birth or adoption.

If two City employees request leave for the birth of their child, placement of a child with them through adoption or foster care, or to care for a seriously ill parent, the two employees will be entitled to a maximum combined total leave equal to 12 weeks in any on 12-month period. If either spouse or parent (or both) uses a portion of the 12-week entitlement for one of these purposes, each is entitled to the difference between the amount he or she has taken individually and the 12 weeks for FMLA leave for their own or their spouse's serious health condition in the 12-month entitlement period.

Definition of Serious Health Condition:

For purposes of the FMLA, a "serious health condition" means an illness, injury, impairment, or physical or mental condition that involves one of the following:

- Any period of incapacity or treatment connected with in-patient care in a hospital, hospice or residential medical care facility.

- A period of incapacity requiring absence of more than three consecutive full calendar days and any subsequent treatment or period of incapacity relating to the same condition that also involves:

1. Treatment two or more times within 30 days of the first day of incapacity, unless extenuating circumstances exist, by a health care provider, by a nurse under direct supervision of a health care provider, or by a provider of health care services (for example, a physical therapist) under order of, or on referral by, a health care provider; or
2. Treatment by a health care provider, on at least one occasion, which results in a regimen of continuing treatment under the supervision of the health care provider.

The requirement for treatment by a health care provider means an in-person visit to a health care provider. The first (or only) in-person treatment visit must take place within seven days of the first day of incapacity. Whether additional treatment visits or a regimen of continuing treatment is necessary within the 30-day period shall be determined by the health care provider.

- Any period of incapacity due to pregnancy or for prenatal care.
- Any period of incapacity or continuing treatment related to a chronic serious health condition that is incurable or so serious that it would most likely result in incapacity of more than 3 consecutive days if left untreated.
- A period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective (e.g. Alzheimer's, terminal illness).

Intermittent/Reduced Schedule Leave:

Employees may take leave on an intermittent basis or work a reduced schedule when:

- Medically necessary to care for a seriously ill family member;
- Medically necessary due to the employee's serious health condition;
- To care for a newborn or newly placed adopted or foster care child, with approval by the Department Head and the Human Resources Director.

The following conditions apply to intermittent or reduced schedule leave:

- Employees must make a reasonable effort to schedule such leave in a way that does not disrupt the department's or division's operations;

- Employees making such a request may be transferred temporarily to an alternative job with equivalent pay and benefits, which accommodate recurring periods of leave better than the employee's regular job;
- Applicable collective bargaining agreements must be complied with.

C. Use of Paid and Unpaid Leave:

For all leave time taken under the FMLA, employees are required to use paid leave time, if such is available, prior to taking unpaid leave. Paid leave is to be charged in the following order: sick leave (if the reason for the leave qualifies as sick leave), vacation, personal business leave. In accordance with the City's Code of Ordinances an employee is allowed to withhold up to 5 vacation and 5 sick days to be available for use for emergencies or special needs upon the employee's return from FMLA leave. All paid leave must be taken in accordance with the City's leave policies and any collective bargaining agreements covering the employee. Unpaid leave will be charged in half hour increments.

An employee must be placed on FMLA leave as soon as there is information that the leave taken qualifies as FMLA. If there is reasonable information for the City to make a determination that the circumstances of the employee's absence are qualifying under FMLA leave, the City will designate the leave as FMLA leave and so notify the employee as soon as possible (notice should be within five business days of the City learning of the need for leave). Leaves which may be covered by other laws (such as Worker's Compensation) or by collective bargaining agreements (particularly accrued sick leave), are also designated as FMLA leave. The City does not wait until the employee exhausts paid leave before designation of FMLA leave.

D. Notification:

Employees Notice and Responsibilities:

An eligible employee requesting FMLA leave must provide to his/her Department Head:

- 30 days advanced notice of the need to take FMLA leave when the need is foreseeable. If the need is not known 30 days in advance, the notice must be given as soon as practicable, either the same or the next work day after the employee knows of the need for a leave, and in compliance with any contractual or departmental rules for calling-in sick.
- Sufficient information and documentation that the employee needs leave for an FMLA qualifying reason.

An eligible employee requesting FMLA leave must provide to the Human Resources Department :

- If the leave is for a serious health condition of the employee or a family member, within 15 calendar days from the date of the request for leave or designation by the City of FMLA leave, a Certification of Health Care Provider.
- If the leave is a qualifying exigency for military family leave, a Certification of Qualifying Exigency.
- If the leave is to care for an ill or injured service member, a Certification of Serious Injury or Illness of a Covered Service member.

Copies of all forms are available from the Human Resources Department.

If, at the time of an employee's absence, the City was not aware that the absence was for an FMLA qualifying reason, notice and documentation that the leave was taken for an FMLA qualifying reason must be provided within 2 business days of the employee's return to work.

The employee need not mention FMLA when requesting leave to meet the notification requirement, but need only explain why leave is needed. Except, if the employee is seeking FMLA leave due to a FMLA-qualifying reason for which the City previously approved FMLA-protected leave. In this case, the employee must specifically reference either the qualifying reason for the leave or the need for FMLA leave. Otherwise, the City will notify the employee that the leave may qualify as FMLA leave and will provide the employee with any required forms.

Employer Notice and Responsibilities:

The Human Resources Department will post notices of employees' rights and responsibilities under the FMLA, and will provide copies of this policy to all employees.

Department Heads will take the following steps to provide information to the Human Resources Department and employees concerning FMLA leave:

- Whenever a supervisor becomes aware that an employee is requesting leave or is out of work for five (5) or more consecutive working days due to a serious health condition, the supervisor will report this to the department head, who will consult with the Human Resources Department to determine if (1) the employee is eligible for FMLA leave, (2) the employee's absence and the circumstances are qualifying to be designated as FMLA leave;
- Upon request by the employee or upon determination by the City that an employee's absence qualifies for FMLA leave, the employee or department head shall submit an application for FMLA Leave to the Human Resources Department. The Human Resources Department will provide the employee and department head with a written notice within five (5) business days designating the leave as FMLA leave and detailing the expectations and obligations of an employee on such a leave.

E. Health Benefits:

While the employee is on paid or unpaid FMLA leave, the employee's health benefits will continue during the leave period at the same level and under the same conditions as if the employee had continued to work. Pursuant to applicable collective bargaining agreements and City policy, employees pay a portion of the health insurance premium. While an employee is on paid FMLA leave, the City will continue to make payroll deductions for the employee's share of the premium. While on unpaid FMLA leave, the employee must continue to make premium cost share payments, either in person or by mail. The payments must be received in the Human Resources Department by the 15th day of each month for the previous month's cost share. If the payment is more than 30 days late, the employee's health insurance coverage may be dropped for the duration of the leave. The City will provide 15 days' notice prior to stopping an employee's coverage.

F. Reinstatement Following Leave:

Upon completion of the FMLA leave and prior to returning to work, the employee is required to submit to the Department Head and Human Resources Department a fitness-for-duty certificate completed and signed by the treating physician. This certificate must note the employee's ability to resume work and to perform the essential functions of his or her position with or without restrictions.

In most cases, while an employee is on FMLA leave, the employee's position will not be filled, except on a temporary basis, and the employee will be returned to the same position held prior to leave. If the employee's position must be filled during his/her absence, the employee will be returned to an equivalent job – that is, one which is essentially identical to the original job in terms of pay, benefits and working conditions.