

PENSION AGREEMENT

BETWEEN

CITY OF MILFORD

AND

MILFORD POLICE UNION

LOCAL 899

AFSCME COUNCIL 15, AFL-CIO

FEBRUARY 27, 2015 TO JUNE 30, 2024

The following collective bargaining agreement, by and between the City of Milford and Local 899, American Federation of State, County and Municipal Employees, AFL-CIO, and Council 15, AFSCME, AFL-CIO is entered into under the authority of the Municipal Employees Relations Act, and it shall take effect on the date it is executed:

SECTION 1 MEMBERS:

Solely for the purposes of this Agreement, all uniformed and investigatory employees of the Milford Police Department, including the Chief of Police, Asst. Chief of Police, Inspectors and Police Captains, and all retired employees of said Milford Police Department, and survivors of such active or retired employees, are members of the bargaining unit represented by said Local 899, American Federation of State, County and Municipal Employees AFL-CIO, and are covered, bound and protected by this Agreement.

SECTION 2 PENSIONS

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

2. Definitions:

A. "Annual Pay" shall mean all Compensation apportioned over the period that it represents which the employee received during the twenty four (24) months immediately preceding the date of his or her retirement, or the highest total Compensation received by him or her in any two (2) fiscal years, whichever is higher. However, in the event an employee has less than two (2) years of service and is eligible for a pension, annual pay shall mean his base pay at the time of retirement.

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

(i) For employees of said Police Department hired on or after November 22, 2014, shall mean the base salary apportioned over the period that it represents which the employee receives for his or her two (2) highest paid fiscal years.

(ii) For employees of said Police Department hired prior to November 22, 2014, shall mean the average of all Compensation apportioned over the period

that it represents which the employee receives for his or her of her two (2) highest paid fiscal years, except for non-service connected disability pensions see subparagraph (iii) below.

(iii) For employees of said Police Department hired on or after to February 2, 1995, and who retire on a non-service connected disability pension, shall mean the base salary apportioned over the period that it represents which the employee received for his or her three (3) highest paid fiscal years.

C. "Compensation" shall mean the following:

(i) For retirements effective prior to January 1, 1977 , shall mean all Compensation including but not limited to his or her base salary, holiday pay, longevity pay, overtime pay, etc.

(ii) For retirements effective on and after January 1, 1977, shall include the following items, and no others: base pay (including shift differentials) , special assignments, vacation relief, open assignments, longevity pay, holiday pay, overtime pay, unused earned vacation time, unused earned accumulated time, and the equivalent of one day's pay for each year of department service (which shall be credited but not paid to the member). Such terms shall have meanings commonly used by the parties on the date of the execution of this Agreement.

3. **Normal Retirement:**

A. For employees of the said Police Department hired prior to November 22, 2014, who, regardless of age, have served as such for at least twenty (20) years, shall, upon his or her written application, be retired by the Retirement Board on an annual pension payable monthly from the Milford Retirement Fund, in an amount equal to forty-five (45%) percent of his or her Average Annual Pay, plus two (2%) percent of his or her Average Annual Pay for each year of his or her service over twenty (20) years with said Department up to a maximum of one hundred (100%) percent of such Average Annual Pay, provided that any such employee who was a member of the retirement system before the effective date of Number 309 of the Special Acts of 1965, may, pursuant to the provisions and procedures of said Special Act, elect to be covered by the retirement provisions in effect with respect to him or her prior to the effective date of said Special Act.

B. For employees of the said Police Department hired on or after November 22, 2014, who, regardless of age, have served as such for at least twenty-five (25) years, shall, upon his or her written application, be retired by the Retirement Board on an annual pension payable monthly from the Milford Retirement Fund, in an amount equal to two (2%) percent of his or her Average Annual Pay for each year of his or her service with said Department up to a maximum of one hundred (100%) percent of such Average Annual Pay, provided that any such employee who was a member of the retirement system before the effective date of Number 309 of the Special Acts of 1965, may, pursuant to the provisions and procedures of said Special Act, elect to be covered by the retirement provisions in effect with respect to him or her prior to the effective date of said Special Act.

C. For the purpose of determining each employee's eligibility for a pension for superannuation, and the amount of such pension, his or her length of service shall not be reduced by the time lost by him or her because of sick leave, injury leave and any other leave with pay, and military leave with partial or no pay.

4. **Non-Service Connected Disability:**

A. Each employee of the Milford Police Department, regardless of age, who has served as such for at least nine (9) years, and who shall become permanently disabled so as to be unable to perform active service in said Police Department because of natural infirmities, diseases contracted, exposure endured or injuries received not in the performance of his duties, shall be retired by the Retirement Board on an annual pension for life, payable monthly from said Retirement Fund, as follows:

(i) For employees of said Police Department hired prior to February 2, 1995 in an amount equal to two and one-quarter (2-1/4%) percent of his Annual Pay for each year of his or her service with said Department, up to a maximum of one hundred (100%) percent of his or her annual pay, subject to the limitations of paragraph 7 below, provided any such employee who requests or is being considered for disability retirement shall be examined by two impartial medical examiners, and further provided that he or she shall be found by such medical examiners to be disabled so as to be unable to perform active service in said Police Department.

(ii) For employees of said Police Department hired on or after February 2, 1995 in an amount equal to two and one-quarter (2-1/4%) percent of his Annual Pay as defined in Section 2, subparagraph 2B(iii) above, for each year of his or her service with said Department, up to a maximum of one hundred (100%) percent of his or her Annual Pay as defined in Section 2, subparagraph 2B(iii) above, subject to the limitations of paragraph 7 below, provided any such employee who requests or is being considered for disability retirement shall be examined by two (2) impartial medical examiners, and further provided that he

or she shall be found by such medical examiners to be disabled so as to be unable to perform active service in said Police Department.

5. **Service Connected Disability:**

A. Each employee of the Milford Police Department, regardless of age and length of service, who shall become permanently disabled so as to be unable to perform active service in said Police Department because of diseases contracted, exposure endured, or injuries received in the performance of his or her duties, shall be retired by the Retirement Board on an annual pension for life, payable monthly from the Retirement Fund, in an amount equal to fifty (50%) percent of his or her Annual Pay or an amount equal to forty-five (45%) percent of his or her Average Annual Pay, plus two (2%) percent of his or her Average Annual Pay for each year of his or her service over twenty (20) years with said Department up to a maximum of one hundred (100%) percent of such Average Annual Pay, subject to the limitations of paragraph 7 below, whichever is greater, provided any such employee who requests or is being considered for such disability retirement, shall be examined by two (2) impartial medical examiners, and further provided that he or she shall be found by such medical examiners to be disabled so as to be unable to perform active service in said Police Department.

B. Each employee of the Milford Police Department, regardless of age and length of service, who shall become permanently disabled so as to be unable to engage in any substantial gainful activity by reason of medically determined diseases contracted, exposure endured, or injuries received in the performance of his or her duties, exclusive of heart disease and/or hypertension as defined in Connecticut General Statute Section 7-433 (c), which can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than twelve (12) months, and for which he would qualify for disability benefits under the Federal Social Security Law if he were eligible for such benefits, shall be retired by the Retirement Board on an annual pension for life, payable monthly from said Retirement Fund, in an amount equal to seventy-five (75%) percent of his or her Average Annual Pay or in an amount equal to forty-five (45%) of his or her Average Annual Pay, plus two (2%) percent of his or her Average Annual Pay for each year of his or her service over twenty (20) years with said Department, up to a maximum of one hundred (100%) percent of his or her Annual Pay, subject to the limitations of paragraph 7 below, whichever is greater, provided any such employee who requests or is being considered for such disability retirement, shall be examined by two impartial medical examiners, and further provided that he or she shall be found by such medical examiners to be disabled so as to meet the requirements provided for herein.

6. For the purpose of this Agreement, a member who has applied for a disability retirement prior to the ratification of this Agreement shall be deemed to have applied and be entitled to benefits under the previously executed Agreement.

7. For all employees of the Milford Police Department hired after April 6, 1989, and who are awarded disability retirement benefits pursuant to paragraphs 4 and 5 above, the following limitations shall apply:

A. Notwithstanding the provisions of Section 2, paragraphs 4 and 5 above, the disability retirement benefit paid by the City and received by any retiree who was employed by the Milford Police Department on or after the date of this agreement shall not exceed one hundred (100%) percent of the current base pay of the rank previously held by said retiree at the time of retirement.

8. All disability retirements pursuant to paragraphs 4 and 5 above shall be subject to the following conditions:

A. Any person receiving disability pension benefits must furnish medical evidence or other data required by the Pension and Retirement Board, at no cost to the retiree, to continue to remain eligible. Failure of a recipient to furnish such evidence or data when requested shall be sufficient reason to determine the recipient is no longer disabled. Provided, however, the recipient may not be required to undergo physical examination more than one (1) time per year. If such physical examination reveals that the recipient is fit for duty or if the recipient fails to appear for such examination within thirty (30) days, the pension shall be recalculated to a regular retirement pension with credit given for each year the recipient has been retired at the applicable rate pursuant to paragraph 3 above. The Pension and Retirement Board shall select the physician to determine continuing eligibility under this section.

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

10. **Contributions:**

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

A. For employees of said Police Department hired prior to February 2, 1995 shall be five (5%) percent of his or her pay, with one half (1/2) of one (1%) percent allocated to the City of Milford to fund the life insurance benefits hereunder. Upon an employee reaching twenty (20) years of service the contributions shall be reduced to four and one-half (4 ½) percent of his or her pay with no allocation to the City of Milford to fund life insurance benefits hereunder.

B. For employees of said Police Department hired on or after February 2, 1995 but prior to November 22, 2014, shall be eight (8%) percent of his or her pay, with one half (1/2) of one (1%) percent allocated to the City of Milford to fund the life insurance benefits hereunder.

C. For employees of said Police Department hired on or after November 22, 2014, shall be ten (10%) percent of his or her base pay, with one half (1/2) of one (1%) percent allocated to the City of Milford to fund the life insurance benefits hereunder.

11. Life Insurance:

The life insurance benefit shall consist of a term policy in an amount rounded off to the next highest one thousand dollars (\$1,000) of base salary. This policy shall extend from commencement of probation to date of vesting hereunder for death on account of any cause not compensable under Workers' Compensation or similar law. At date of vesting, the life insurance provisions of the collective bargaining agreement currently in Article XIII, Section 3, will apply. Notwithstanding the provisions of Section 2 of Number 309 of the Special Acts of 1965 to the contrary, the City shall not be required to contribute to the Milford Retirement Fund for each employee who elects to be covered under the benefits of said Survivors' Benefit Fund, an amount equal to the Social Security contributions the City makes for each employee covered by the Social Security Act.

12. Workers Compensation:

All monies received by any employee or dependent as an award payable to the City and/or its Workers' Compensation insurer under the State of Connecticut Worker's Compensation Act as temporary total disability benefits, temporary partial benefits, or post-specific benefits (31-308a benefits) shall be offset from any concurrent payment provided for under this Agreement, excluding specific indemnity payments for loss of a body part or function.

SECTION 3 COST OF LIVING

1. This subsection shall apply to each retired employee of the Milford Police Department as of April 6, 1989, and to each member of the Milford Police Department hired prior to April 6, 1989. Each retired employee of the Milford Police Department covered by this subsection, shall receive from the City, fifty percent (50%) of the maximum amount of each salary increase granted to employees of the classification held by such retiree at the time of his retirement, and each widow or widower of a Police Department employee, active or retired, shall receive from the City, fifty percent (50%) of the maximum amount of each salary increase granted to the employees of the classification held by such widow's or widower's husband or wife at the time of his or her death or retirement as the case may be. All such payments which have been made to such retirees and widows or widowers prior to the effective date of this Agreement,

and all such payments which shall be made hereafter to such retirees and widows or widowers shall be cumulative.

2. This subsection shall apply to each member of the Milford Police Department hired on or after April 6, 1989 and prior to February 2, 1995. Each retired employee of the Milford Police Department shall receive from the City's pension fund, an adjustment in benefits that will result in payment of a new benefit as follows:

A. A benefit equal to the sum of the current pension benefit received by that retiree plus an amount equal to the percentage amount by which the Consumer Price Index -Urban has increased between April 1 of the calendar year which is two (2) years prior to the calendar year in which such adjustment is being made, and April 1 of the calendar year in which such adjustment is being made, provided that such benefit adjustment shall not exceed three percent for any one April to April year, nor more than six (6%)percent for any such two (2) year period.

B. For any retiree who does not receive pension benefits during an entire two (2) year period, the benefit adjustment that said retiree shall be entitled to shall only result in the payment of a new benefit as follows:

(i) A benefit equal to the sum of the current pension benefit received by that retiree plus an amount equal to the percentage amount by which said consumer price index-urban has increased between the date that he or she becomes eligible for such pension benefits and April 1 of the calendar year in which such adjustment is being made. This adjustment shall also be subject to the three (3%) percent limitation herein before imposed on the maximum amount of increase allowed in any April to April one (1) year period, and subject to the six (6%) percent limitation, herein before, imposed on the maximum amount of increase allowed in any such two (2) year period.

C. All payments made pursuant to this subsection 2 to retirees shall be cumulative and, where applicable, shall be subject to the limitations contained in Section 2, subsections 7 and 8.

D. Each surviving spouse of a retired or active employee of the Milford Police Department shall receive from the City's pension fund, an adjustment in benefits that will result in payment of a new benefit as follows:

(i) A benefit produced by the multiplication of the percentage amount by which the Consumer Price Index Urban has increased between April 1 of the calendar year which is two (2) years prior to the calendar year in which such adjustment is being made, and April 1 of the calendar year in which such adjustment is being made, provided that such benefit adjustment shall not exceed three (3%) percent for anyone April to April year, nor more than six (6%)

percent for any such two (2) year period times the pension benefit that the deceased retiree received immediately prior to his death and which ceased upon his death or times the base wage that the deceased employee was receiving at the time of his death.

E. All payments made pursuant to Section 3, subsection 2 to the surviving spouse of an employee or retiree shall be cumulative provided, however, no such payment shall exceed fifty (50%) percent of the Average Annual Pay, as defined in Section 2, of said employee as determined on the date of his retirement.

3. This subsection shall apply to each member of the Milford Police Department hired on or after February 2, 1995 and prior to November 22, 2014. Each retired employee of the Milford Police Department shall receive annually from the City's pension fund, an adjustment in benefits equal to one and one half (1 ½%) percent of the current pension benefit received by such employee. All such payments shall be cumulative.

4. This subsection shall apply to each member of the Milford Police Department hired on or after November 22, 2014. Each retired employee of the Milford Police Department shall receive annually from the City's pension fund, an adjustment in benefits equal to one (1%) percent of the current pension benefit received by such employee. All such payments shall be cumulative.

5. Notwithstanding subsection 3 and 4 above, members of the Milford Police Department hired on or after February 2, 1995 and who retire with a non-service connected disability pension shall not be entitled to the above pension benefit adjustment.

6. Notwithstanding subsection 3 and 4 above, members of the Milford Police Department hired on or after February 2, 1995 and who retire with a service connected disability pension shall not be entitled to the above pension benefit adjustment unless such member has been deemed permanently and totally disabled from all types of gainful employment.

7. In lieu of the survivor benefits described in Section 3, subsections 1 and 2D, upon the death of an eligible employee (ie., vested or line of duty death) or retiree who retired on and after June 30, 2001, the surviving spouse of the employee shall receive, annually, fifty (50%) percent of the employee's Average Annual Pay as defined in Section 2 at time of death or retirement. Said payments shall remain fixed at the amount specified above until the death of the surviving spouse.

SECTION 4 MILITARY SERVICE BUY-IN; ACADEMY SERVICE BUY-IN

1. Military Service Buy-In

Any employee covered by this agreement who has prior Active Duty Service with any branch of the United States Military, shall be eligible to include said prior active duty service time as

service with the City for pension benefit calculation purposes only. Active duty service time shall not be used to calculate years of service with the City.

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

B. The employee may make this election at any time prior to retirement. Contributions hereunder totaling one thousand dollars (\$1,000) or less shall be paid within six (6) months of the employee's election. Contributions hereunder in excess of one thousand dollars (\$1,000) shall be paid within two (2) years of such election. Payment may be accomplished through payroll deduction, however, all contributions shall be paid in full prior to retirement.

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

2. Academy Service Buy-In.

Any employee covered by this agreement who has prior police academy service time for potential employment with the City of Milford, and whose police academy service time has not previously been included in calculating such employee's City service time, shall be eligible to include said police academy service time for the purpose of calculating both City service time and pension benefits.

A. Contributions for such police academy service time shall be based upon the employee's starting annual base salary when first employed by the City of Milford.

B. Employees shall make this election within six (6) months of signing this agreement. Contributions hereunder totaling \$1,000 or less shall be paid within six (6) months of the employee's election. Contributions hereunder in excess of \$1,000 shall be paid within two (2) years of such election, which may be accomplished through payroll deduction. All contributions shall be paid in full prior to retirement.

C. Each employee shall contribute an amount equal to the amount of time spent in the police academy based on the rate of contribution in effect during such police academy time, together with interest, for each year of service from the date of their employment to the payout date. Said interest will be equal to the Pension and

Retirement Board's schedule of interest rates used for withdrawals and refunds. (1-1/2 % up to and including 1962, 3% for 1963-1972, 4% for 1973-1977 and 5% for 1978 to the present and will be compounded annually.)

SECTION 5 PENSION & RETIREMENT BOARD

The Mayor shall continue to appoint to the Pension and Retirement Board an individual elected by the Union. This provision shall not, however, preclude the appointment of additional members not selected by the Union to said Board.


SECTION 6 DURATION


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

IN WITNESS WHEREOF, the undersigned parties, being duly authorized, have hereunto set their hands and caused their seals to be affixed 27th day of February, 2015.

WITNESSETH:

CITY OF MILFORD, CONNECTICUT






By: 

Benjamin G. Blake, Mayor



LOCAL 899, COUNCIL 15, AFSCME, AFL-CIO
By: 

Dennis Broderick, Its President