

AGREEMENT

BETWEEN

CITY OF MILFORD

AND

**THE REGISTERED PROFESSIONAL NURSES
ASSOCIATION OF MILFORD**

JULY 1, 2011 THROUGH JUNE 30, 2016

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This Agreement is made and entered into by the City of Milford and the Registered Professional Nurses' Association of Milford (hereinafter referred to as "the Association").

ARTICLE I. RECOGNITION

Section 1. The City of Milford hereby recognizes the Association as the sole and exclusive bargaining representative of all Public Health Nurses (hereinafter referred to as "Nurse" or "Nurses") in the employ of the City of Milford except those in a supervisory position. The term "public health nurses" shall be defined as all health care professionals in the employ of the City of Milford who are licensed by the State of Connecticut under Chapter 378 of Connecticut law whether working full time or permanent part time, and who have successfully completed their probationary period.

ARTICLE II. FEE CHECK OFF

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

Section 2. The City and the Association agree that each employee who is a member of the Association as of the time this Agreement becomes effective shall be required to maintain her membership for the life of this Agreement, as a condition of employment. Further, employees who are not members of the Association as of the time this Agreement becomes effective shall be required to join the Association as a condition of employment. Further, each employee hired, rehired, reinstated or transferred into the unit and who has successfully completed their probationary period on or after the effective date of this Agreement shall be required to become a member of the Association within sixty (60) days following the beginning of her employment.

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

ARTICLE III. HOURS OF WORK

Section 1.

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

(b) The scheduled start time and end time of each work day for each school Nurse will be established based on whether that Nurse has been assigned to an elementary school, middle school or high school.

Section 2. The hourly rate of the employee shall be determined by dividing the employee's regular weekly pay by thirty-seven and one-half (37 1/2) hours, except as to the part time Nurse as set forth in Section 1 above.

Section 3.

(a) For time worked at the direction and prior authorization of Management over seven and one-half (7 1/2) hours in a day or thirty-seven and one-half (37 1/2) hours in a week, payment shall be at the regular hourly rate. Bona fide health emergencies are exempt from the pre-approval requirement. At Management's option, compensatory time off or flexed hours may be substituted for overtime pay.

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

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

Section 4. There shall be provided one half (½) hour of duty free lunch subject to call which must be taken in the school building. The employee shall notify the appropriate personnel of her location during the lunch break.

Section 5. The Nurses' school year shall commence four (4) days prior to the arrival of students.

Section 6.

(a) If a Nurse is called in to work by the Director of Health, or his designee, for a public health emergency, the Nurse will receive a minimum of three (3) hours' pay at the rate of one and one half (1 ½) times the regular hourly rate. It is understood that Nurses are not "first responders" as that term is commonly used and that Nurses shall not be ordered back to work for public health emergencies during time periods (summer for 10-month Nurses, Christmas vacation, winter vacation and spring vacation) they are not regularly working for the City. Nothing herein shall preclude the City from contacting Nurses during vacation periods for the purpose of requesting the assistance of Nurses who are available and willing to work during public health emergencies

(b) The Director of Health shall provide, as soon as possible each year, to the Association a list of those anticipated regularly scheduled public health clinics in place. In the event that a Nurse is required to work at a public health clinic that is added by the City in addition to regularly scheduled clinics (which are the monthly immunization clinics, the City and BOE Flu clinics) and outside regular working hours, the Nurse will receive a minimum of three (3) hours pay at the rate of one and one half (1 ½) times the regular hourly rate.

(c) Emergency preparedness training recommended by the City held outside regularly scheduled work hours is compensable at regular hourly rates of pay.

(d) Per past and current practice, summer school assignment shall be made by seniority. The Health Department will create and maintain a list of Nurses available to substitute during each summer to maintain nursing coverage.

ARTICLE IV. WAGES AND FRINGE BENEFITS

Section 1. Effective July 1, 2011, the wage schedule in effect on June 30, 2011 shall be increased at each step by two (2%) percent. Effective July 1, 2012, the wage schedule in effect on June 30, 2012 shall be increased at each step by two (2%) percent. Effect July 1, 2013, the wage schedule in effect on June 30, 2013 shall be

increased at each step by two (2%) percent. Effective July 1, 2014, the wage schedule in effect on June 30, 2014 shall be increased at each step by two and one quarter (2.25%) percent. Effective July 1, 2015, the wage schedule in effect on June 30, 2015 shall be increased at each step by two and eight tenths (2.8%) percent.

Notwithstanding the foregoing, wages shall be paid retroactively only to November 1, 2012.

	Minimum	Step 1	Step 2	Step 3	Step 4	Maximum
7/1/11	969.05	999.43	1,029.78	1,065.81	1,100.98	1,163.34
7/1/12	988.43	1,019.42	1,050.38	1,087.13	1,123.00	1,186.61
7/1/13	1,008.20	1,039.81	1,071.39	1,108.87	1,145.46	1,210.34
7/1/14	1,030.88	1,063.21	1,095.50	1,133.82	1,171.23	1,237.57
7/1/15	1,059.74	1,092.98	1,126.17	1,165.57	1,204.02	1,272.22

Section 2. After the completion of each year of service, each employee shall be advanced to the next higher step in the appropriate schedule on the first of July of each year, excepting any employee whose supervisor recommends in writing to the Civil Service Commission, that such employee not be advanced, and excepting further any employee who has reached the maximum step in the grade to which she is assigned.

Section 3.

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

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

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

(d) For the permanent part-time Nurse working twenty to thirty (20-30) hours per week, the City shall pay for individual health insurance coverage only subject to the premium cost shares set forth below in Section 12 of this Article

(e) Effective July 1, 2002, full time Nurses with at least one year's service shall receive a \$300 productivity bonus each December.

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

All school Nurses are eligible to apply for the one-year position. Any school Nurse wishing to be considered for the position of Lead Nurse shall complete a written application for the position which shall be submitted to the Director of Health in advance of the appointment date. Appointment will be made based on merit, including school nursing knowledge and demonstrated leadership skills. Selection will not be based on seniority. A school Nurse may serve in the Lead Nurse role for one school year or may be reappointed for consecutive terms at the discretion of the Director of Health and Nurse Administrator.

The Lead Nurse will receive a bonus in pay equivalent to two (2%) percent of salary which bonus shall be included in the base pay. If the Lead Nurse is required to work before and/or after her regularly scheduled hours she will be compensated at the regular hourly rate.

Section 4. A longevity payment shall be made in accordance with "An Ordinance Establishing a Longevity Pay Plan for Certain Employees of the City of Milford" and "An Ordinance Amending an Ordinance Establishing a Longevity Pay Plan for Certain Employees of the City of Milford", provided, however, that each employee shall be paid such longevity pay on the anniversary date of her permanent employment and further provided that no employee shall receive more than one such payment during any fiscal year.

Section 5.

(a) Subject to the premium cost share set forth below, the following types of insurance shall be provided for by the City so long as the employee remains eligible for such benefits. Effective July 1, 1993, a spouse of an employee/retiree who is bound by a separation agreement for more than one (1) year and who is not living in the same household as the employee, shall not be deemed an "eligible family member" for health

insurance purposes pursuant to this Agreement. Likewise the entry of a decree of divorce or dissolution in a court of competent jurisdiction means that the former spouse is not an "eligible family member" for health insurance purposes. The employee/retiree shall notify the Finance Office of such change in marital status within thirty (30) days and is responsible for reimbursement of any coverage provided in the absence of such notice.

(1) Anthem Blue Cross and Blue Shield Century Preferred Plan for all active employees and eligible dependents (dependent child coverage to age 25, or as otherwise required by law), as well as retirees and eligible enrolled dependents subsequent to July 1, 1999, up to age sixty-five (65) and their enrolled eligible dependents. Employees who are eligible to retire with full benefits on the effective date of this agreement and who in fact, retire after the effective date of this agreement shall pay in retirement the cost share percentage in effect on the date of retirement and will be subject to future carrier and/or plan changes, except that the following employees shall not be subject to a premium cost share in retirement:

- (i) Any employee hired on or before June 30, 1994;
- (ii) Any employee who retires after having attained the age of sixty-two (62) years; and
- (iii) Any current employee whose age plus years of service total seventy-nine (79) as of July 1, 2012.

(2) Retirees shall be afforded the opportunity to purchase "High Option Medicare Supplement" by paying the difference in premium cost between the "low option" coverage and "high option" coverage. The election to purchase "high option" coverage must be made at the time of retirement and will remain in effect unless rescinded by the retiree. If the "high option" is not selected at the time of retirement, or if rescinded at any time after the initial election, the retiree will not have the right to elect or reinstate the "high option" coverage at a later date. All retiree cost share and other payments for insurance coverage as provided for herein shall be provided by deduction from the employee's pension payment.

(3) The schedule of benefits pages of said Plan are attached as Appendix A and incorporated by reference herein. Previous health insurance benefits for active employees and retirees set forth in Article IV, Section 5 are

superceded and attached for informational purposes to memorialize existent benefits to certain retirees as Appendix B.

Cooperative Wellness Program: A Voluntary Health Risk Evaluation Program will be developed which may include Screening Tests, Education and Follow-Up program where necessary to aid the employee in preserving good health. This evaluation program will be submitted to the union prior to implementation for discussion, review and approval.

Billing Incentive Program: Employees who find overcharges in their hospital bills, which result in the return of funds to the City, will be entitled to receive 25% of the confirmed overcharge up to a maximum of \$500 for each hospital stay.

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

(c) Each Nurse may choose the HMO designated by the City (currently Blue Care) in lieu of Blue Cross/Blue Shield insurance coverage as set forth in subparagraph (a)(1) above, subject to the premium cost share set forth below.

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

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

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

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

Section 10. The cost of Group Life Insurance Plan in the amount of Ten Thousand (\$10,000.00) Dollars shall be paid for by the City for employees who retire under the Pension Plan of the City of Milford.

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

Section 12. Permanent employees shall pay a health insurance premium cost share for all health insurance benefits as provided for in this article of seven (7%) percent of the allocation rate for all health care as of September 1, 2013; seven (7%) percent for the 2014-2015 fiscal year; and eight (8%) percent for the 2015-2016 fiscal year. All cost share contributions shall be made through a Section 125 account which shall be provided by the City of Milford. The premium cost share for a full year shall be pro-rated for all permanent employees, including the twelve month Nurse, such that contributions shall be evenly deducted over a forty-four week period.

Section 13. Employees not otherwise eligible for dependent health insurance benefits through any plan paid for by the City of Milford shall have the option of waiving all health insurance benefits as provided herein. Any employee who elects to waive all health

insurance benefits as provided herein shall receive an annual payment of \$2,000.00, which shall be paid at the end of each fiscal year. Employees shall exercise and/or rescind the above waiver during the open enrollment period unless a qualifying event occurs during the fiscal year. In the event of such qualifying event, or if the employee dies or otherwise separates from service, payment of the waiver amount shall be prorated accordingly.

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

LIMITS OF LIABILITY

<u>PROFESSIONAL</u>	<u>PERSONAL</u>
\$1 ,000,000/\$3,000,000	\$1,000,000

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

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

Section 17. Effective July 1, 1993, each public health Nurse covered by this agreement shall wear a lab coat at all times while on duty and shall be continually provided by the City with one serviceable lab coat for this purpose.

Section 18. Members presenting evidence of satisfactory completion of the following credentials on or before October 1 of any year shall receive, on or before January 31, the following Educational Bonus in one (1) lump-sum payment:

Bachelor of Science	\$1,000.00
Bachelor of Science, Nursing	\$1,100.00
Master of Science	\$1,200.00
Master of Science, Public Health or Nursing	\$1,500.00

Section 19. Employees presenting proof of membership in the Association of School Nurses of Connecticut and/or the National Association of School Nurses shall be reimbursed up to fifty (\$50.00) dollars by the City of Milford.

Section 20. In order to accomplish a direct deposit program, effective at signing, payroll periods shall be uniform for all bargaining units. The standard payroll period shall be Saturday to Friday. Management shall also have the discretion to amend or alter certain existing practices with respect to payroll in order to accomplish direct deposit without bargaining any item but shall endeavor to elect all alternatives with the least impact. To this end, the current practice of issuing two (2) checks at the change of fiscal year must be abolished, and one (1) check at the new rate will be issued whenever there are mixed fiscal year days in a given week except where the fiscal year is fifty-three (53) work weeks. In addition, if there are any payments hereunder which have been made to an employee in early July, said payments will be shifted to the last pay period in July.

Section 21.

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

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

ARTICLE V. TRANSPORTATION ALLOWANCE

Section 1. When a Nurse is required by the City to travel using her personal automobile between schools or between her assigned school and another location other than her residence, or when attending an approved work related conference outside of school hours the City shall pay to said Nurse a travel allowance. The travel allowance shall equal the Standard Mileage Allowance promulgated by the Internal Revenue Service as is currently contained in IRS Rev. Proc. 91-67, §5.01, 1991-2, CB 887, as amended from time to time.

ARTICLE VI. VACATIONS

Section 1. Vacations shall be calculated on a fiscal year basis. Each employee with less than one (1) year of service shall receive ten (10) days of vacation subject to the provisions of Section 8 below.

Section 2. Each employee with one (1) year of service or more shall receive as vacation days those official vacation days specified at the beginning of each year by the Milford Board of Education approved official calendar. Effective July 1, 1999, any Nurse working twelve (12) months shall be entitled to four (4) additional vacation days during the summer and the 4th of July holiday.

Section 3. Vacations shall be taken to coincide with the school vacations.

Section 4. All vacation schedules and changes shall be approved by the Director of Health. Vacation pay shall be paid to the employee on the payday preceding her scheduled vacation period.

Section 5. Should the City require a Nurse to work so that she is unable to utilize all vacation time for a given year, she shall be paid for unused vacation time. It is understood that vacation time may be used in a fiscal year prior to the time it is actually earned. However, if the employee leaves the employ of the City for any reason with a negative balance in her vacation account, she or her estate is responsible for reimbursement of any unearned used time.

Section 6. An employee leaving the City of her own accord who has earned but not yet taken her vacation shall, at the time of release, be paid in lieu of vacation. An employee who is discharged shall forfeit her vacation.

Section 7. Vacations shall be taken to coincide with school vacations. A Nurse during her first year of employment will be entitled, with the consent of her supervisor, to ten (10) days of vacation. However, a Nurse during her first year of employment, for the purposes of using vacation time, will accrue vacation at the rate of one (1) day per month. For example, a Nurse hired in January will be entitled to six (6) vacation days by the end of June of her first year taken during school vacation. Thereafter her vacations will coincide with school vacation schedule. Such employee, during the first year of employment, with supervisor's consent may take vacation to coincide with school vacation provided such employee shall reimburse the City for any vacation time taken but not earned.

ARTICLE VII. HOLIDAYS

Section 1.

(a) The official paid holidays for Nurses employed twelve (12) months a year shall total thirteen (13) per year to be determined by the parties as soon as practicable after publication of the school calendar. Holidays occurring on a Saturday shall be celebrated on a Friday and holidays occurring on a Sunday shall be celebrated on a Monday.

(b) Any other unscheduled day designated by the Board of Education during the regular work year of the respective Nurses as a result of an extraordinary occurrence.

Section 2.

(a) The official paid holidays for Nurses employed ten (10) months a year shall total twelve (12) per year to be determined by the parties as soon as practicable after publication of the school calendar. Holidays occurring on a Saturday shall be celebrated on a Friday and holidays occurring on a Sunday shall be celebrated on a Monday.

(b) Any other unscheduled day designated by the Board of Education during the regular work year of the respective Nurses as a result of an extraordinary occurrence.

Section 3. The intent and purpose of Article VII, Sections 1 and 2, is to grant and limit the number of holidays to thirteen (13) days a year for a twelve (12) month Nurse and to twelve (12) days a year for a ten (10) month Nurse and, in addition thereto, to grant additional days off when the Board of Education of the City of Milford grants a previously unscheduled day off to teachers and pupils as a result of an unexpected and extraordinary occurrence not including inclement weather.

Section 4. At the discretion of the Director of Health, Nurses may be excused from work any day when school is closed due to inclement weather. In the event a clinic is scheduled on a snow day and the clinic is open, and in the event that the Nurse scheduled to work that clinic is unable to report due to weather related travel limitations, arrangements to cover the clinic shall be based on proximity to the location, with adjustments to be made at a later date. At the beginning of the year, Management will solicit individuals who wish to serve as back up for this purpose.

Section 5. A Nurse required to work on a holiday as designated in Sections 1 and 2 will receive an exchange holiday to be taken with the advance approval of the Director of Health during a school vacation period.

ARTICLE VIII. SICK LEAVE

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

Section 2. Effective as to all employees hired on or after July 1, 1983, unused sick leave shall be cumulative from year to year up to 110 days. A record of unused sick leave in excess of 110 days will be maintained. In cases of extreme hardship resulting from serious illness, a permanent employee or her representative may appeal to the Civil Service Commission for an extension of sick leave. The Civil Service Commission shall review the appeal and, in its discretion, may grant additional sick leave at a rate of pay to be decided by the Commission. As to any employee hired before July 1, 1983, sick leave shall be cumulative without limit. In addition, any employee shall have the right to transfer any number of days from her accumulated sick leave time to another employee, if the recipient employee has exhausted her accumulated sick time. This donated sick time shall be credited to the account of the recipient employee at the dollar value of the donating employee.

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

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

Section 5. An employee may, with prior approval of her Director of Health, use no more than four (4) days for the conduct of her personal business, two (2) of which shall be deducted from earned sick leave days; the twelve month Nurse may use up to five (5) days, provided that three (3) shall be deducted from earned sick leave; provided, however, that the employee, on a form provided by the Civil Service Commission, indicate the reason for taking such personal day.

Section 6.

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

(1) Frequent or habitual absence from duty and when, in the judgment of the appointing authority, there is reasonable cause for requiring such certificate.

(2) Any period of absence consisting of more than five (5) consecutive working days.

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

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

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

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

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

ARTICLE IX. BEREAVEMENT LEAVE

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

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

Section 3. An obituary notice shall be furnished by an employee requesting bereavement leave if required by the Director of Health.

ARTICLE X. ASSOCIATION ACTIVITIES

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

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

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

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

ARTICLE XI. NON-DISCRIMINATION

Section 1. The City, either in hiring, promoting, advancing or assigning to jobs or any other condition of employment, agrees not to discriminate against any Nurse because of race, color, national origin, religious affiliation, sex, marital status, or membership or activity on behalf of the Association.

ARTICLE XII. GRIEVANCE PROCEDURE

Section 1. In the event that a difference arises between the City of Milford, the Unit or any employees concerning the interpretation, application or compliance with the provisions of this Agreement, an earnest effort will be made to resolve such difference in accordance with the following procedure, which must be followed. This procedure is established to permit prompt discussion and resolution of employee grievances.

Section 2.

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

(1) If any permanent employee has a grievance, she should personally discuss it with her immediate supervisor within a reasonable time.

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

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

(4) If the grievance is still unsettled, the employee and/or her representative may request a hearing before the Commission by forwarding her copy of the grievance to the Commission within five (5) working days. The Commission shall act on a grievance as quickly as practical but shall not take

longer than thirty (30) days from the date the grievance is presented to the Commission.

Section 3. In the event that the employee and/or her representative are not satisfied with the Commission's decision, they may submit the matter to an Arbitrator chosen from the approved list (see Appendix C) within fourteen (14) calendar days of the Commission's decision.

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

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

Section 6. In the event that any Association member's personnel file contains evidence of previous disciplinary action, including verbal and written warnings, such Association member may request the Director of Health to review such disciplinary documentation in accordance with Section 31-128b of the Connecticut General Statutes. In the event that there is no evidence in the file of other disciplinary action for related offenses for a three year period following the underlying action, the Director of Health shall remove such documentation of prior disciplinary action. Notwithstanding the foregoing, all records will be retained to the extent required by law or other document retention mandates.

ARTICLE XIII. MATERNITY LEAVE

Section 1. A female employee who becomes pregnant shall, as early as her condition is known, submit a written statement from her physician indicating her present physical condition, the expected childbirth date, and any limitations which may affect her ability to continue in her normal employment whether currently or in subsequent months.

Section 2. Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery therefrom, shall be treated as temporary disabilities for all job related purposes.

Section 3. Accumulated sick leave shall be available for use during the period of such disability; provided, however, such sick leave shall not be available upon the expiration of six (6) weeks after the delivery of a child. Any employee who remains physically unable to work for a period of six (6) weeks past the date of delivery shall be

required to prove the disability through a doctor's certification of inability to return to work due to physical illness or disability. If such continued disability is not proven, then the leave taken past the six week period shall be Leave of Absence and without compensation.

Section 4. Disability leave beyond any accumulated sick leave shall be available for such further period of time as a female employee is determined by her physician to be disabled from performing the duties of her job because of pregnancy or conditions attendant thereto, provided application is made to the City and the City, in its discretion, grants that application.

Section 5. The commencement and termination dates of the maternity leave shall be mutually agreed upon by the employee and the City after review of the physician's certificate requested under paragraph 1.

Section 6. Maternity leave beyond that disability leave provided for above shall be without compensation.

Section 7. Seniority shall remain unbroken but shall not continue to accrue during maternity leave pursuant to this Article.

Section 8. During the period of maternity leave, the City shall not be obligated to pay for the employee's fringe benefits, including insurance, but any employee on maternity leave may choose to pay for such insurance benefit.

Section 9. An employee on maternity leave shall provide the City with thirty (30) day's notice of her intention to return to active service in order to be so reinstated.

Section 10. If, upon submission of satisfactory medical evidence concerning the employee's condition and upon further submission of evidence satisfactory to the City that the employee is able to resume her normal duties, the employee shall be reinstated to a position generally comparable to the position she held prior to the commencement of her maternity leave, provided, taking into consideration the needs of the City, that such a position is available.

Section 10. Pregnancy or childbirth shall not be the basis for termination of employment by the City, provided, however, that the failure of the employee to comply with any of the provisions hereunder will result in a forfeiture of all benefits under this policy, and such employee shall be subject to immediate dismissal.

ARTICLE XIV. MAINTENANCE OF PROFESSIONAL STANDARDS

Section 1. Bargaining unit employees shall not be laid off, terminated without just cause or have their hours of work reduced if other personnel employed by the City who are not licensed registered Nurses are substantially performing the same duties being performed by the bargaining unit employees.

ARTICLE XV. CONTINUING EDUCATION

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

Section 2.

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

- (1) Submit a request which is subject to the approval of the Mayor, Director of Health and Finance Director prior to enrolling for the courses; and
- (2) Present evidence of successful completion of the course to the Director of Health and the Finance Director.

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

(b) The City shall set aside a fund in the amount of Two Thousand (\$2,000.00) Dollars per year for this purpose.

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

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

ARTICLE XVI. MISCELLANEOUS

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

Section 2. There shall be a terminal interview with the Director of Nursing and/or the Director of Health for professional purposes.

Section 3. If a member is out on leave for any reason for a period of time that is expected to last more than four (4) weeks, the City shall have the right to immediately employ a substitute Nurse to fill this assignment. The substitute Nurse's replacement work hours shall not be counted toward any entitlement to membership in the association or any of the benefits provided under this collective bargaining agreement.

Section 4. All Nurses shall be available upon request to provide or to train for public health services to the community including, without limitation, public health emergencies. See Article III, §6(a).

ARTICLE XVII. EFFECTIVE DATE

Section 1.

(a) This Agreement shall be effective as of the first day of July, 2011, and shall remain in full force and effect through June 30, 2016, and each year thereafter unless either party gives notice to the other of its intention to change or terminate this Agreement.

(b) Changes to the group health insurance plan as set out in Appendix A in this agreement shall be effective as of September 1, 2013.

(c) Notice of intention to change or terminate this Agreement must be given to the other party in writing no later than February 1, 2016 and/or on February 1st of each year thereafter. The negotiating committee for the City and the Unit shall begin negotiations within 14 days thereafter.

CITY OF MILFORD, CONNECTICUT

**THE REGISTERED PROFESSIONAL
NURSES ASSOCIATION OF MILFORD**

By: BB
BENJAMIN G. BLAKE, MAYOR

Dated: 7/18/13

By: K. S. au President RANA

Dated: 7/18/13

APPENDIX A

City of Milford Schedule of Benefits Century Preferred PPO / BlueCare POE

BENEFIT	Century Preferred PPO	BlueCare POE
Effective 7/1/2012	In and Out-of-Network Benefits Available	In-Network Benefits Available Only
Costshares		
	<p>In-Network services subject to copays</p> <p>Out-of-Network services subject to deductible and coinsurance</p> <p>\$15 Copay Office Visit Unlimited Office Visit Maximum</p> <p>\$150 Hospital Copayment - per admission \$100 Copay Emergency Room \$50 Urgent Care Copayment \$0 Outpatient Surgery Copayment</p> <p>Deductible - \$200/\$400/\$500 Cost Share Maximum - \$600/\$1,200/\$1,500</p> <p>Lifetime Maximum In-Network - Unlimited Lifetime Maximum Out-of-Network - Unlimited</p> <p>(In-Network benefits are identified below)</p>	<p>In-Network services subject to copays</p> <p>No Out-of-Network coverage</p> <p>\$15 Copay Office Visit & Specialist Unlimited Office Visit Maximum</p> <p>\$150 Hospital Copayment - per admission \$100 Copay Emergency Room \$50 Urgent Care Copayment \$0 Outpatient Surgery Copayment</p> <p>N/A N/A</p> <p>Lifetime Maximum In-Network - Unlimited N/A</p> <p>(In-Network benefits are identified below)</p>
Preventive Care		
Pediatric	<p>Covered</p> <p>7 visits for ages 0 to 1 7 visits for ages 1 to 5 1 exam a year for ages 5 to 12 1 exam a year for ages 12 to 22</p>	<p>Covered</p> <p>7 visits for ages 0 to 1 7 visits for ages 1 to 5 1 exam a year for ages 5 to 12 1 exam a year for ages 12 to 22</p>
Adult	<p>Covered</p> <p>1 exam a year for ages 22+</p>	<p>Covered</p> <p>1 exam a year for ages 22+</p>
Vision	<p>Covered</p> <p>Covered once every 2 years</p>	<p>Covered</p> <p>Covered once every 2 years</p>
Hearing	<p>Covered</p> <p>Covered once every 2 years</p>	<p>Covered</p> <p>Covered as part of the preventive exam</p>
Gynecological	<p>Covered</p> <p>Covered once a year</p>	<p>Covered</p> <p>Covered once a year</p>
Medical Services		
Medical Office Visit	\$15 Copay	\$15 Copay

Outpatient PT/OT/Chiro Speech Therapy	\$15 Copay Covered up to 50 combined treatments per member per calendar year. *Excess services are covered under the Out-of-Network benefit	\$15 Copay Unlimited visit maximum
Allergy Services & Testing	\$15 Copay	\$15 Copay
Allergy Injections	Covered 80 in 3 years	Covered 60 in 2 years
Diagnostic Lab & X-ray	Covered	Covered
Inpatient Medical Services	Covered	Covered
Surgery Fees	Covered	Covered
Office Surgery	Covered	Covered
Orthotics	Covered	Not Covered
Outpatient Mental Health	\$15 Copay Prior authorization required after 40th visit	\$15 Copay Prior authorization required after 40th visit
Outpatient Substance Abuse	\$15 Copay Prior authorization required after 40th visit	\$15 Copay Prior authorization required after 40th visit
Emergency Care		
Emergency Room	\$100 Copay	\$100 Copay
Urgent Care	\$50 Copay	\$50 Copay
Ambulance	Covered	Covered
Inpatient Hospital	Note: All hospital admissions require pre-cert	Note: All hospital admissions require pre-cert
General/Medical/ Surgical/Maternity (Semi-Private)	\$150 Copay	\$150 Copay
Ancillary Services (Medication, Supplies)	Covered	Covered
Psychiatric	\$150 Copay	\$150 Copay
Substance Abuse/ Detox	\$150 Copay	\$150 Copay

Rehabilitative	Covered Covered up to 60 days per calendar year	Covered Covered up to 60 days per calendar year
Skilled Nursing Facility	\$150 Copay Covered up to 120 days per calendar year	\$150 Copay Covered up to 90 days per calendar year
Hospice	Covered	Covered
Outpatient Hospital		
Outpatient Surgery Facility Charges	Covered	Covered
Diagnostic Lab & X-ray	Covered	Covered
Pre-Admission Testing	Covered	Covered
Rehabilitative	\$15 Copay	\$15 Copay
Other Services		
Durable Medical Equipment (DME)	Covered Coverage limited to specific items	20% Coverage limited to specific items
Prosthetics	Covered Coverage limited to specific items	20% Coverage limited to specific items
Home Health Care	Covered 200 Skilled Nursing visits per calendar year 80 Home Health Aide visits per calendar year	Covered Unlimited
Prescription Drugs	Managed 2 Tier Rx Retail - \$5 Generic/\$20 Brand/\$40 Brand Non-Formulary Mail Order - \$10 Generic/\$40 Brand/\$80 Brand Non-Formulary 100 day supply for retail pharmacy and 100 day supply for Mail Order \$1,500 Annual Maximum Anything over the \$1500 maximum rolls to the Out-of-Network benefits under the Century Preferred PPO medical plan	Managed 2 Tier Rx \$5 Generic/\$20 Brand/ \$40 Brand Non-Formulary Mail Order - \$10 Generic/\$40 Brand/\$80 Brand Non-Formulary 100 day supply for retail pharmacy and 100 day supply for Mail Order Unlimited Annual Maximum
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
Dental	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

APPENDIX B

NURSES ASSOCIATION SUPERCEDED INSURANCE PROVISIONS FROM ARTICLE IV

(a) Blue Cross/Blue Shield: Semi-private Plan with Semi-Private Maternity Rider, Prescription Drug Rider with an annual limit of \$1,000, Special Dependent Rider and Supplemental Major Medical Rider and Full Service Dental Plan with Dental Rider "A" and a Dependent Children over Age 19 Rider. Major Medical Rider provides unlimited benefits, \$250.00 deductible per individual; \$500 deductible per family, 80% - 20% co-insurance. Century Plan 94 with \$270.00 limit per family member per year.

Second Opinion Program: Mandatory second surgical opinions for a specific listing of surgical procedures. (See Managed Benefits Program referenced below.)

Effective September 9, 1993, inpatient benefits provided hereunder shall be subject to the Blue Cross/Blue Shield Management Benefits Cost Containment Program. A copy of the property is available in the Personnel Department.

(b) Medicare: Reimbursement will be made to permanent employees presently on the payroll for Medicare payments provided a receipt for such payment is submitted to the Finance Department within thirty (30) days after such payment is made.

APPENDIX C

Peter R. Blum

Michael Cuhane

William G. Milligan

M. Jackson Webber