

AGREEMENT
BETWEEN
THE UNITED PUBLIC SERVICE EMPLOYEES UNION
UPSEU
MILFORD CAFETERIA WORKERS AND MEDIA AIDES
AND
THE MILFORD BOARD OF EDUCATION

JULY 1, 2014 – JUNE 30, 2018

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AGREEMENT

AGREEMENT entered into this 17th day of December, 2015, by and between the BOARD OF EDUCATION OF THE CITY OF MILFORD, hereinafter referred to as the Board; and the United Public Service Employees Union UPSEU hereinafter referred to as the Union/UPSEU.

Wherein the parties agree as follows:

ARTICLE I RECOGNITION

Section 1. The Board herewith recognizes the Union as the representative for the purposes of collective bargaining of all cafeteria classification employees, employed by the Board and as March 17, 2010, and all media aides as described in the State Labor Relations Board recognition agreement, Decision #4454.

Section 2. The Board and the City recognize the Union as the sole and exclusive bargaining agent for the employees in the above described bargaining unit, for the purposes of collective bargaining with respect to wages, hours and other conditions of employment.

Section 3. A full time, permanent employee shall be defined as one who regularly works twenty (20) hours or more per week.

Section 4. Newly created bargaining unit positions shall be posed within ninety (90) days of the position being created.

ARTICLE II UNION SECURITY/PAYROLL DEDUCTIONS

A. The Board of Education will deduct from wages, dues as designated by the Union for membership in the Union on the basis of individually signed voluntary deduction authorization cards in form agreed to by the BOE and the Union one pay period per month and forwarded to the Treasurer of the Union after the second payroll of the month.

B. Deduction from an employee's wages shall be in accordance with the date stamped on the Dues Deduction Card. Authorization for deduction of dues from wages shall remain in effect as long as the member is employed by the BOE, and unless canceled in writing by the employee notifying the Business Office and the Union of said discontinuance.

C. In case earnings for any period are insufficient to cover dues, payment for such dues shall be made by the employee directly to the Union.

D. Agency Fees

1. The Board of Education does hereby agree that no later than fifteen (15) days after the effective date of this Agreement each employee will pay to the collective bargaining agent every pay period a service charge toward the administration of the Agreement and the representation of such employee; provided, however, that each employee will have available to him/her membership in the Union on the same terms and conditions as available to every other member of the Union. The service charge shall be an amount equal to the collective bargaining agent's regular monthly and usual monthly dues. The Board of Education shall deduct such fee in the same manner the membership dues are deducted. together with a list emailed (when technology permits) to the Union office in a format agreed upon by parties of all bargaining unit employees, showing their names, employee identification number, their dates of hire, the total amount deducted from each employee that month, the reason if no deduction was made (including leaves of absences and reinstatements with dates). The total amount deducted for each employee should be followed by an itemization of the deductions if deductions for more than current dues were made during the month.
2. The Union will comply with all statutory requirements regarding Agency Fee.

- E. The Union shall indemnify and save the BOE harmless against any and all claims, demands, suits and other forms of liability that shall arise of, or by reason of, action taken or not by the School District for the purpose of complying with any list, notice, or assignment furnished under any provision of such.

If the provisions of this clause are in the future found to not conform to applicable federal law, the parties agree to amend the provision to comply with federal law.

ARTICLE III NO DISCRIMINATION

Section 1. Neither the Board nor the Union shall discriminate against or in favor of any employee in the collective bargaining unit nor against any other employee on account of race, color, creed, national origin, sex, age, union activity or political activity.

ARTICLE IV PROBATIONARY EMPLOYEES

Section 1. Newlyhired employees shall be considered probationary for a period of ninety (90) working days from the date of hiring exclusive of absences for any cause. Such employee may be discharged, disciplined or otherwise dealt with at the will of the Board during such probationary period and no action of the Board with respect to such employee shall be subject to any recourse by either the employee or the Union, nor to grievance or arbitration procedures or other controls by the Union in behalf of the employee. Once the probationary period has been successfully completed, seniority

shall be retroactive to the date of hire.

ARTICLE V RIGHTS OF EMPLOYER

Section 1. The Board maintains the exclusive right to direct the operations of the school cafeterias and media aides and nothing in this Agreement shall be construed to limit or impair the right of the Board to exercise its own discretion on all of the following matters, whatever may be the effect upon employment, when in its sole discretion it may determine it advisable to do any or all of the following: to (a) manage its business generally; (b) direct employees; (c) hire, layoff, promote transfer and assign employees, and to increase or decrease the work force; (d) suspend, demote, discharge or take other disciplinary action for just cause; (e) to relieve employees from duty due to lack of work or for other legitimate reasons; (f) to take any action necessary in order to maintain the efficiency of the School System; (g) to determine the methods, means, manner and personnel by which services shall be rendered; (h) to take any actions necessary in situations of emergency, regardless of prior commitments, to carry out the responsibility of the City to the citizens of Milford; (i) to decide the location, number and layout of the school cafeterias; (j) to decide the processes of production, the preparation of menus, manner of service; (k) to determine the schedules of work; (l) to maintain order and efficiency in the cafeterias and places of work; (m) to determine the qualifications of employees; (n) to determine and redetermine job content and description; (o) to determine starting and quitting time; (p) to determine the number of hours to be worked; and (q) to make such reasonable rules and regulations as it may from time to time deem best for the purposes of maintaining order, safety and/or effective operation of the cafeterias and after advance notice thereof to the Union and the employees to require compliance therewith by employees.

The Board shall have all of the rights and prerogatives, including those exercised unilaterally in the past, subject only to express restrictions on such rights, if any, as are provided in this agreement.

Section 2. The right to make reasonable rules and regulations shall be considered an acknowledged function of the Board. In making rules and regulations relating to personnel, policy, procedures, practices and matters of working conditions, the Board shall be bound by the obligations imposed by laws.

ARTICLE VI UNION ACTIVITY

Section 1. Union executive board members and authorized Union representatives shall have the right to collect dues, solicit memberships and to carry on normal Union activities, provided they are not carried on in such a manner as to interfere with the work of the school cafeterias or media aides. Executive board members shall have the right to post notices, limited to Union business only, at such places as may be designated or authorized by the head of the school lunch program or media aide program.

Section 2. A representative of the Union shall have reasonable access to the

cafeterias or place of work of the media aides for the purpose of conferring with Union delegates or employees within the unit. Where the Union representative finds it necessary to enter a cafeteria or other place of work for this purpose, he/she shall first telephone the personnel office, the cafeteria, the head of the school lunch program, or media aide program, or his designee, as the Board shall require. Such visits shall not interfere with the orderly and efficient operation of the cafeterias.

Section 3. The Union shall notify the Superintendent of Schools, the Assistant Superintendent and the Supervisor of Cafeterias and/or media aides of the names of current Union officers.

ARTICLE VII GRIEVANCE PROCEDURE

Section 1. Definition: A grievance is a written dispute, claim or complaint arising during the term of this Agreement and signed by a bargaining unit member and filed by either the individual member or by an authorized representative of the Union, or by the head of the school lunch program, or media aide program, his/her designee, or by the Superintendent of Schools in behalf of the Board. Grievances are limited to matters of interpretation or application of express provisions of this Agreement.

Section 2. The Board and the Union desire that all employees in the unit be treated fairly and equitably. It is intended that this grievance procedure will provide a means of resolving complaints and grievances at the lowest level possible, and nothing in this Article should be interpreted as discouraging an employee and/or his/her representative from discussing any dissatisfaction, in an informal manner, with his/her immediate supervisor, higher level supervisor, or Board representative.

Section 3. Step One: Within ten (10) working days from the occurrence of a dispute, grievance or complaint, or within ten (10) working days when the grievant became aware of the existence of the grievance, the employee will be required to file a written grievance on a form mutually agreed to by the parties. A grievance shall be required to be submitted in writing to the head of the school lunch program or media aide program. The head of the school lunch program or media aide program shall give a written answer as soon as practicable, but within five (5) working days after the receipt of the written grievance.

Step Two: If the grievance is not settled at Step One, the employee may appeal the grievance to the Superintendent of Schools within seven (7) working days from the answer in the previous step. The Superintendent shall give his/her written answer as soon as practicable, but within five (5) working days from the date of the receipt of the appeal.

Step Three: If the grievance is not settled at Step Two, the employee or the Union may submit the grievance to the Chairman of the Board of Education within seven (7) working days from the answer in the previous

step. The Board shall hear and decide said grievance within fifteen (15) working days from receipt by the Chairman of the Board and shall give a written answer as soon as practicable, but within three (3) working days after the date of the hearing thereon.

Step Four: If the employee is not satisfied with the disposition of the grievance by the Board, the employee or the Union may, within ten (10) working days of the receipt by the employee or the Union of the answer to the grievance, submit the grievance to the State Board of Mediation and Arbitration whose decision shall be final and binding on the parties to this Agreement. The arbitrator shall have no authority to add to, modify, delete or amend any provision of this Agreement.

Section 4. All time limits herein specified shall be deemed to be exclusive of Saturdays, Sundays, and holidays.

Section 5. Any disposition of a grievance from which no appeal is taken within the time limit specified herein shall be deemed resolved and shall not thereafter be considered subject to the grievance and arbitration provisions of this Agreement.

Section 6. In the event that the Board has a grievance, as defined above, which cannot be resolved by amicable adjustment, the Board shall have the right to bypass Steps One, Two and Three and to proceed immediately to present the grievance for disposition to the State Board of Mediation and Arbitration, whose decision shall be final and binding on the parties to this Agreement.

Section 7. Bargaining unit members shall have the right to be represented by an executive board member or a UPSEU representative at any stage in the grievance procedure.

ARTICLE VIII PROMOTIONS

Section 1. When a position is to be filled, the job will be posted within five (5) scheduled working days in all affected schools and shall remain posted for a period of five (5) scheduled working days. Those eligible to bid for the posted position shall be those individuals in the bargaining unit.

Individuals who have properly filed bids within the time prescribed in the posted notice will be considered, and selection shall be made based on the employee's qualifications, work history and seniority. All other factors being equal, including qualifications, the most senior employee shall be awarded the position. For the purpose of job bidding, seniority is defined as bargaining unit length of continuous services, less deductions for leave of absence in excess of one month, and less period of absent time on account of temporary layoffs in excess of one month. If no qualified member of the bargaining unit bids on the position, applicants from outside the bargaining unit may be considered.

Section 2. The Board will fill open positions within twenty working days after the posting period. The Board will notify internal applicants within five (5) days of the posting period as to whether or not they received the position.

Section 3. An employee promoted to a higher rated position shall be considered as probationary in that position for a period of thirty (30) working days. During the probationary period, the employee may be removed from the job in the reasonable discretion of the head of the school lunch program, or head of the media aide program. Should the union disagree with the decision to demote, or feel that such discretion has been exercised arbitrarily, such decision shall be subject to the grievance procedure. If an employee is so removed during the probationary period on the new job, and such removal is not reversed, said employee shall be returned to the position last held prior to his/her promotion and the employee who occupied the position previously vacated by the promoted employee shall also be placed back to the position last held prior to that employee's promotion. Removal from a job shall not exclude an employee from consideration for the same higher rated job at a later date.

ARTICLE IX ELIGIBILITY FOR FRINGE BENEFITS

Section 1. Only fulltime permanent employees as defined in Article I, Section 3, shall be eligible for all of the fringe benefits in the full measure as set forth in this Agreement; i.e., sick leave, holiday pay, funeral pay, retirement plan benefits as approved by the Milford Board of Alderman, insurance benefits, uniform allowances, leaves of absence, and all other benefits other than wages that are set forth in this Agreement. Permanent part-time employees who regularly work less than four (4) hours per day, shall be eligible for sick leave pay, holiday pay, personal leave pay, and funeral leave pay in accordance with the applicable provisions of this Agreement at their average weekly hourly rate times the average number of hours worked per week (i.e., one day's sick pay shall be equal to the average hourly rate per week times the average hours regularly worked by the employee per day). Uniform allowances for permanent part-time employees shall be as set forth in Article XXII of this Agreement. Permanent part-time employees working less than four (4) hours will not be eligible for insurance benefits. Permanent part-time employees working less than four (4) hours will be eligible for severance pay and longevity pay as set forth in those articles. Initial date of benefits for all media aides shall start May 1, 1980, without retroactivity. Notwithstanding the above, all permanent parttime employees hired after March 1, 1990 shall be eligible for a maximum of eight (8) sick leave days per scheduled working year and shall not be eligible for paid personal leave.

All members who are on the payroll as of the signing of the 2010 – 2014 Agreement on September 12, 2011, shall remain eligible for all of the benefits described in this Agreement for the duration of their employment, unless modified by a subsequent collective bargaining agreement. Any member who presently does not meet the minimum requirement of twenty hours (20) or more per week must meet a threshold of twenty (20) hours per week to receive medical benefits for single coverage and a threshold of twenty five (25) hours per week to receive medical benefits for couple or

family coverage. Employees hired on or after September 12, 2011 are not eligible for medical coverage unless they work thirty (30) or more hours a week.

ARTICLE X SICK LEAVE

Section 1. Sick leave shall be granted with pay at straight time at the wage rate and hours currently scheduled to work, once the employee is in the position for 30 days, or more, for absence from work of any permanent employee for the following reasons: (a) for any illness or injury, except for the illness or injury arising out of or related to the course of employment by any other employer other than the Board of Education of the City of Milford, or where the illness or injury is compensatory under Workmen's Compensation; (b) for medical examination or treatment for such injury or illness as defined above, when arrangements for such examination or treatment cannot be made outside of regular working hours; (c) for illness or medical or dental appointments of the employee's spouse or minor child living at home, necessitating the employee's absence from work, which cannot be arranged outside the employee's workday

When an employee becomes sick while working he/she shall be allowed to go home if necessary, and sick leave with pay shall be granted for his/her regularly scheduled hours missed. The use of sick leave for purposes other than for bona fide illness or injury as set forth above will result in appropriate disciplinary action, up to and including discharge of the employee.

Section 2. Each employee shall be entitled to sick leave pay at their regular daily straight time rate on the basis of one and one quarter (1 $\frac{1}{4}$) working day per month for each completed month of service, the total of which shall not exceed twelve and onehalf (12 $\frac{1}{2}$) working days per scheduled working year. An employee shall be credited with one and onequarter (1 $\frac{1}{4}$) working days of sick leave if she has worked or received pay for fourteen (14) regular working days of the calendar month, except that an employee entering the Board's employ on or after the eleventh calendar day of the month will not be credited with 1 $\frac{1}{4}$ days of sick leave for that month. If there are less than eighteen (18) scheduled working days in a calendar month, the employee will be credited with one and onequarter (1 $\frac{1}{4}$) sick leave days if she has worked or received pay for threefourths (3/4) of the scheduled working days in that calendar month. Sick pay shall be granted for bona fide illness or injury as defined in Section I of this Article. Employees hired on or after July 1, 1996, shall be entitled to one (1) sick day per calendar month for each month of service, the total of which shall not exceed ten (10) working days per scheduled work year. Notwithstanding the above, all permanent parttime employees hired after March 1, 1990 shall be eligible for a maximum of eight (8) sick leave days per scheduled working year.

Section 3. Sick Leave Accumulation.

(a) Retroactive to July 1, 1983, all unused sick leave of any employee during continuous employment may be accumulated up to a maximum of one hundred fortyfive (145) days.

(b) Retroactive to July 1, 1984, all unused sick leave of any employee during continuous employment may be accumulated up to a maximum of one hundred fifty (150) days.

(c) No credit for sick leave shall be granted for time worked by an employee in excess of his normal workweek.

(d) No sick leave with pay in excess of the leave accumulated to a permanent employee's credit may be granted unless authorized in writing in advance by the head of the school lunch program or media aide program. Such an authorization shall not exceed one year's sick leave allowance and when granted such advancement will be charged against next year's sick leave allowance.

(e) As for employees hired on or after July 1, 1996, all unused sick leave of any employee during continuous employment may be accumulated to a maximum of one hundred and ten (110) days.

Section 4. Limitations on Sick Leave Allowance.

(a) Sick leave shall not be used to extend holidays and there shall be no duplication of holiday pay and sick leave pay. In the event an employee is absent from work on the regularly scheduled work day prior to and the regularly scheduled work day subsequent to any holiday, the employee shall be denied sick leave with pay and the sick days, both before and after the holiday, shall be deducted from the employee's sick leave allowance for the year and for the cumulative total, unless the employee supplies a medical certificate, satisfactory to the appointing authority.

(b) A medical certificate satisfactory to the head of the school lunch program or media aide program shall also be required for frequent or habitual absences from duty, and when in the judgment of the head of the school lunch program or media aide program there is reasonable cause for requiring such a certificate, or for any period of absence consisting of more than three (3) consecutive working days.

Section 5. Administration of Sick Leave. The head of the school lunch program and media aides program shall maintain a record for each employee of all sick leave taken and accumulated. These records shall be subject to inspection by the employee. Additionally, the head of the school lunch program and media aide program shall devise a method whereby individual employees shall be informed at least once annually of each employee's record of accumulated sick leave.

Section 6. In the event of the death of the employee while in the employ of the Board, or in the event of the termination of an employee with ten (10) years of service, said

employee or his estate shall be paid for fifty (50%) percent of his unused documented sick leave.

Section 7. Payment for accumulated sick leave under Section 6 shall be made at the current parttime or fulltime rate in effect at the time of death or termination. The last parttime and/or fulltime position held while earning days while in a parttime and/or fulltime position will be used in determination of the rate of reimbursement to be paid out to the employee or his estate for the accumulated sick days. It is the intent of this provision to pay employees for accumulated sick days at either a parttime or fulltime rate which shall be determined by the status the employee was in when the accumulated sick days were earned.

ARTICLE XI LEAVES OF ABSENCE

Section 1. Upon written application to the head of the school lunch program or media aide program, at least two working weeks prior to a requested leave of absence, except in cases of emergency, the Board may in its exclusive discretion grant a leave of absence without pay, where good cause is shown; for a period not to exceed six (6) months from the effective date of such leave. The request for leave of absence shall specify in writing both the reason for the request and the amount of time the employee feels is needed. No seniority shall accumulate during the leave of absence, if granted, except leaves of absence up to thirty (30) days shall not interrupt seniority.

Section 2. All employees shall return to work prior to the expiration of his or her leave if released by his/her doctor to return to work. The director may request an updated medical certificate attesting to the employees ability to return to work or with an expected return to work date. An employee who works for another employer during his/her leave, or who gives a false reason for leave, shall be disciplined up to and including discharge.

Section 3. Upon return of an employee from leave, he shall be returned to work generally similar to that which he did last and at the prevailing rate of pay for that job. However, if generally similar work is not available, the matter if not satisfactorily settled between the parties may be referred to the grievance procedure. The Board will utilize its best efforts to find an appropriate position for an employee who is able to return to work on a limited basis, recognizing that the Board is under no obligation to provide an alternative position for the employee.

Section 4. Time absent on leave shall not be counted as time at work for any purpose, except for accumulation of seniority as described in Section 1.

Section 5. Any employee who fails to return to work at the termination of his/her leave of absence shall lose his/her seniority and his employment. Any employee who is continuously absent on layoff for twelve (12) months, or for any other reason for twelve (12) months, shall forfeit seniority and be terminated.

Section 6. When leaves are requested and/or granted pursuant to this Article, the Union representative shall be provided with copies of the request and the grant or denial of such leave of absence.

Section 7. Requests for unpaid personal leave for legitimate absences of five (5) working days or less need not be made in writing; the provisions of this Article shall apply to such leaves in all other respects.

Section 8. A substitute employee working more than fortyfive (45) working days as a replacement for an employee on a leave of absence shall be paid not less than the contract rate of pay for that classification commencing on the fortysixth (46th) working day. Such an employee shall not be eligible for fringe benefits. The Board will utilize its best efforts to employ the same substitute where the Board is aware that the employee will be on a leave of absence of (30) thirty days or longer.

Section 9. An employee will not suffer any loss of insurance benefits due to a leave of absence for medical reasons, for the first twelve (12) months of such leave.

ARTICLE XII FUNERAL PAY

Section 1. When death occurs in an employee's immediate family, i.e., spouse, parents, parents of spouse, child, step-child, grand-child, brother or sister, the employee on request will be excused for any of the first four normally scheduled working days (excluding Saturdays and Sundays) immediately following date of death, provided the employee attends the funeral or similar service.

Section 2. An employee excused from work under the previous section shall, after making written application, receive the amount of wages that he would have earned by working the straight time hours on such scheduled days of work for which he/she was excused. Time thus paid will not be counted as hours worked for purposes of overtime.

Section 3. Employees shall be excused with pay to attend the funeral or similar service of the employee's grandparent, aunt, uncle, niece or nephew, sister-in-law, brother-in-law, daughter-in-law, and son-in-law.

ARTICLE XIII HOLIDAYS

Section 1. All permanent employees shall receive pay for their regularly scheduled work day at straight time for ten (10) holidays per year. The Board shall submit to the Union within a reasonable time subsequent to September 1 of each year a list of the ten holidays for which the employees will be paid.

Section 2. If an employee is absent and does not work the full regularly scheduled straight time work day prior to and the regularly scheduled straight time work day subsequent to the holiday, the employee shall not be eligible for holiday pay unless such absence is due to illness or injury. The Board shall have the right to ask for

medical verification.

Section 3. An employee who is working at a temporarily upgraded rate of pay or a temporarily increased hours schedule on the last day of work before a holiday and the first day of work after a holiday shall be paid for that holiday at the higher rate of pay, and higher number of hours of that position.

ARTICLE XIV RETIREMENT

Section 1. All employees regularly scheduled for twenty (20) hours per week or more, and who otherwise meet the eligibility requirements of the City of Milford Pension Plan, shall be covered by that plan as amended. The provisions of that plan shall be agreed to by and between the parties to this Agreement and are hereby incorporated herein.

Section 2. The mandatory retirement age for employees who are participants in the Pension Plan shall be as provided in the Plan. There shall be no mandatory retirement age for employees who are not eligible for participation in the Pension Plan.

Section 3. When City procedures and technology permit, employees shall be provided with an annual pension statement.

ARTICLE XV WAGES

Section 1. The wage rates to be paid for each of the job classifications hereunder are set forth in a separate schedule annexed hereto and designated Schedule A. Such schedule reflects the following wage increases:

1. July 1, 2014 - 2% retroactive to July 1, 2014
2. July 1, 2015 - 2% retroactive to July 1, 2015
3. July 1, 2016 - 2.25%
4. July 1, 2017 - 2.25%

Moreover, Schedule A will reflect that as of July 1, 2015, an additional seventy six (\$0.76) cents per hour shall be added to the pay rates for all Elementary, Middle School and Milford High Schools Lead positions.

Moreover, see attached Schedule A for the wage rates of employees hired into the General Worker classification after December 17, 2015.

Additionally, Media Aides will receive five dollars (\$5.00) for each period the Librarian is absent and no substitute is provided, and the Media Aide is required by the principal or his/her designee to perform the duties normally performed by a librarian. If the Media Aide provides coverage for three or more consecutive periods they shall receive six (\$6.00) per hour.

ARTICLE XVI TEMPORARY UPGRADING

Section 1. Except as noted in Schedule A, when it becomes necessary for any reason to assign an employee to a higher rated job classification, the employee so assigned shall be compensated at the higher rate commencing after one (1) full hour is worked in such classification and for the remaining duration of such assignment.

ARTICLE XVII HOURS OF WORK

Section 1. The hours in the school cafeterias and media aide places of work shall be designated by the head of the school lunch program or media aide program in accordance with this Agreement.

Section 2. Employees shall be paid at the straight time hourly rate only for time actually worked.

Section 3. No regular employee shall be scheduled to work less than four (4) hours daily, except as provided in the staffing formula for the Satellite Kitchens.

Section 4. An employee who reports to work as scheduled on a day when school is canceled because of inclement weather, and who could not reasonably have heard the announcement of school cancellation because of its timing, shall be paid for his/her regularly scheduled day of work or four (4) hours, whichever is less. In the event that school is dismissed early due to an emergency circumstance such as, but not limited to a water leak or insufficient heat, those employees already in attendance shall be paid for their regularly scheduled work day or four (4) hours, whichever is less.

ARTICLE XVIII LUNCH PERIOD

Section 1. Each employee regularly scheduled to work 20 hours or more per week shall be granted an unpaid lunch period not to exceed 20 minutes. Each employee regularly scheduled to work 20 hours or more per week shall receive a paid 10 minute coffee break.

ARTICLE XIX OVERTIME

Section 1. For the purposes of this Agreement, overtime pay shall be defined as (a) "catering" work which is performed at times outside of the normal work day or normal work week, as defined above and which is not in connection with the regular preparation of school lunches, or (b) regular cafeteria work or media aide work in excess of forty (40) hours in any one week.

Section 2. All overtime work to which overtime pay is applicable shall be distributed as equally as possible among all employees within a reasonable period of time and within the classifications affected providing the employee is capable of performing the work. The initial assignment of overtime shall be made where administratively possible,

by offering the work to the workers in the school where the work is to be performed in the order of their seniority.

Section 3. Overtime pay shall not be pyramided, compounded, or paid twice for the same hours worked.

Section 4. Overtime as defined in Section I shall be compensated at time and onehalf the employee's current hourly rate.

Section 5. If requested to work overtime, or on a catering job, an employee will be expected to do so unless he/she is excused for good cause. Failure to work overtime when requested will require the time which the employee would have worked to be recorded on the overtime distribution records as time worked for the purpose of maintaining equitable distribution of overtime.

Section 6. Each supervisor shall arrange for the distribution of overtime within a particular school, and such distribution shall be consistent with the principle of distributing overtime as equitably as practicable among the employees affected, on a rotational basis.

Section 7. Assignment of personnel to work overtime shall be made in accordance with the procedures of this Article; however, it is understood and agreed by both parties that in order to be assigned overtime work, any employee must be able, in the opinion of the supervisor, to effectively and efficiently perform the task involved.

Section 8. Overtime records shall not begin anew at the beginning of each school year but shall be continuous from year to year.

Section 9. Where an employee is required to perform "catering" work as defined above, and the kitchen is being utilized for cooking purposes, she will be paid a minimum of (4) hours. The P.T.A. will be exempt from the four hour minimum.

ARTICLE XX STAFFING REQUIREMENTS

Section 1. The minimum staffing requirements in each elementary school and middle school cafeteria in the satellite program are:

(a) 1 30 lunches equals 3 staffing hours per cafeteria (1 worker), except that when the average a la carte sales exceeds 150 per day, an additional worker at one and one quarter (1 $\frac{1}{4}$) hours shall be scheduled for the following day.

(b) 31 50 lunches equals 4 staffing hours per cafeteria (1 worker), except that when the average a la carte sales exceeds 150 per day, an additional worker at one and one quarter (1 $\frac{1}{4}$) hours shall be scheduled for the following day.

(c) 51 60 lunches equals 5 1/2 staffing hours per cafeteria (1 worker at 4 hours and 1 worker at 1 1/2 hours)

(d) 61 80 lunches equals 6 1/2 staffing hours per cafeteria (1 worker at 4 1/2 hours and 1 worker at 2 hours)

(e) 81 100 lunches equals 7 staffing hours per cafeteria (1 worker at 4 1/2 hours and 1 worker at 2 1/2 hours)

(f) 101 129 lunches equals 7 1/4 staffing hours per cafeteria (1 worker at 4 1/2 hours and 1 at 2 3/4 hours)

(g) 130 165 lunches equals 7 1/2 staffing hours per cafeteria (1 worker at 4 1/2 hours, 1 at 1 3/4 hours and 1 at 1 1/4 hours)

(h) 166 200 lunches equals 8 1/4 staffing hours per cafeteria (1 worker at 4 1/2 hours, 1 at 2 1/4 hours and 1 at 1 1/2 hours) It is acknowledged by the parties hereto that at the date of execution of this Agreement, the nonsatellite program is not being utilized in the elementary schools. However, in the event that a nonsatellite program is reinstated during the period that this Agreement remains in force, then the minimum manpower requirements in each nonsatellite elementary school cafeteria shall be renegotiated.

Section 2. High School AlaCarte Hours

<u>School</u>	<u>Position</u>	<u>Daily Hours</u>	<u>Total Hours</u>
Foran High	1	6.5	
	2	6.5	
	3	6.25	
	4	6	
	5	6	
	6	6	
	7	4.5	
	8	4.5	
	9	4	
	10	4	
	11	4	<u>58.25</u>
Jonathan Law	1	7.5	
	2	6.0	

3	4.5	
4	4	
5	4	
6	4	
7	4	
8	4	
9	4	
10	4	<u>46</u>

The above High School hours were agreed to during the 1992 negotiations for this successor agreement lunch count. If there is a significant increase or decrease in the lunch counts in either school, the parties will meet to discuss changes in the hours allotted. Notwithstanding the above provision the Board and the Union agree that the above schedule of positions and hours at the High School shall serve as a guideline only. The Board reserves the right to reduce the above number of positions as long as the total number of full time positions at the High School level shall not be reduced to below fifteen (15). The Board agrees that such reduction shall occur through attrition and there shall be no layoff of any fulltime employee who is employed at either High School as of May 14, 1992. The Board agrees that it will distribute part of the hours of the employees who leave through attrition to the current fulltime employees. The remaining hours shall be distributed to parttime employees. The total number of bargaining unit hours in each high school shall not be reduced except as permitted by the terms of the collective bargaining agreement. This provision shall not void any of the Board's management rights under Article 6 and Article 18.

Section 3. All lunch counts used in this Article shall be the daily average for the preceding month of service.

Section 4. Above and beyond the staffing requirements for elementary school cafeterias in Sections 1 and 2 above, the parties agree that some elementary school cafeterias may require extra help, for not more than two (2) hours daily, during the serving period. This help:

- (a) may be scheduled at the discretion of the school lunch director at any time; or
- (b) shall be scheduled in advance where experience shows that a particular menu will produce a lunch count well above the monthly average.

Extra staffing when scheduled in accordance with this section shall not reduce the regularly scheduled hours of any other employee.

Section 5. When the Board plans to reduce staffing hours in any cafeteria as the result of changes in the average daily lunch count and/or operational needs, it shall notify in writing, at least ten (10) working days in advance, the affected employee(s), the

Union executive board member and the UPSEU representative. If any reductions in hours are deemed necessary in schools where vending machines exist, the vending machines will be eliminated before hours are cut.

Section 6. The Board and the Union shall negotiate the impact of any proposed changes in the cafeteria operations which will result in a reduction of hours and/or the number of personnel, with the exception of normal layoffs as provided for in Section 5 of this Article.

Section 7. Any bargaining unit work performed shall be done by bargaining unit personnel only, except for functions held outside of regular school hours by any ParentTeacher Association.

Section 8. Central Kitchen employees shall not be required to produce two days menus for satellite kitchens in one regular workday.

ARTICLE XXI UNIFORMS

Section 1. Uniforms shall be in accordance with the standards of taste as prescribed by the head of the school lunch program. The Board shall provide for each fulltime employee and for probationary employees, at the expiration of the probationary period, the sum of one hundred (\$150.00) dollars to be used to purchase uniforms. Media aides shall not be eligible for uniform allowance. Parttime employees who regularly work less than 20 hours per week shall be provided with the sum of one hundred (\$100.00) dollars to be used to purchase uniforms. If a cafeteria employee gets promoted to a 20 hour or more per week job from a less than 20 hour per week job during the school year, that person shall be paid the additional prorated difference between the full uniform allowance and the part time uniform allowance.

The uniform allowance described above shall be paid to each employee upon the submission of bonafide receipts to the Director of the School Lunch Program. Reimbursement will be made for the employee within two weeks. Uniforms shall include work shoes. Additionally, employees will receive one (1) hat and two (2) aprons.

ARTICLE XXII INSURANCE

The Board shall provide for each full time employee and their dependents:

Section 1. Blue Cross Century Preferred health insurance plan. Effective January 1, 2016, the Century Preferred Plan shall have the following deductibles and co-payments:

Primary Care Physician -	\$25
Specialist -	\$35
Emergency Room -	\$150
In-patient Hospital -	\$300

Outpatient -	\$100
Out of Pocket Maximums -	\$1,000/\$1,750/\$1,750 (Century Preferred Plan Only)

Prescription coverage Co-pays:

Generic -	\$5
Brand Formulary -	\$20
Brand Non-Formulary -	\$35
Mail Order -	Three (3) months supply for two (2) months co-pay

Appeal process for brand name drugs employee cannot tolerate.

Section 2. The above insurances shall be subject to the following employee cost share contributions via payroll deductions:

New Plan Design Effective January 1, 2016. (See attached).

Effective January 1, 2016 - Eight (8%) percent
 Effective July 1, 2016 - Nine (9%) percent
 Effective July 1, 2017 - Ten (10%) percent

Section 3. The Board shall also offer health insurance coverage under the Blue Care plan. Effective January 1, 2016, the co-payments shall be the same as for Century Preferred. Employees shall contribute towards the cost of the Blue Care plan the same percentages of the cost of health insurance as are applicable to the Century Preferred Plan. Employees enrolled in the Blue Care plan may remain in the plan. No new employees may join the Blue Care plan, and no employees enrolled in the Century Preferred plan may transfer to the Blue Care Plan. No employee currently enrolled in the Blue Care plan who transfers to the Century Preferred plan may transfer back to the Blue Care plan.

Section 4. Blue Cross Full Service Dental Plan, Riders A, B, C, D.

Section 5. The Board may provide medical and dental insurance as described in this Article through alternative insurance carriers as long as the alternative carrier provides benefits and services equal to or better than the coverage specified above and the Board provides the Union with a copy of the proposed plan at least sixty (60) days prior to the proposed date of implementation. Any disputes as to whether or not the alternative plan is "equal to or better than" the coverage specified above shall be subject to resolution through the grievance and arbitration procedures of this Agreement. There shall be no implementation of any disputed alternative plan until the dispute has been resolved.

Section 6. The insurance benefits outlined above shall be governed by the terms and conditions of the current contract between the Milford Board of Education and the carrier.

Section 7. Beginning January 1, 2016, the Board shall offer alternative coverage under a high deductible plan (HDHP) with a health savings account (HSA) with deductibles of \$2,000/individual/\$4,000 two person and family. For the first year, the Board shall fund 60% of the deductible with the contribution to be fully funded on July 1, 2015, thereafter, it shall be funded at 50%, half on July 1, and half on January 1. There will be a twenty (20%) percent co-insurance for out-of-network. Except for prescription co-pays, the plan will pay 100% once the deductibles are met. The employee cost share for the HDHP/HSA shall be: 10%. Effective December 17, 2015, the HDHP/HSA shall be mandatory for new hires and optional for existing employees.

Section 8. Any fulltime employee who has available to him/her at no cost equal or better health insurance benefits as delineated in Section I of this Article shall not be entitled to health benefits by the Board under the terms of this Article.

Section 9. Except as provided in Section 4, any fulltime employee shall have the option of waiving the medical insurance under this Article. Eligible employees who elect to waive the above medical coverage will be paid the sum of eight hundred and fifty dollars (\$850.00) annually in lieu of such coverage, said payments to be made in four (4) equal payments during the year. Employees shall make such election at the beginning of each contract year. An employee who loses coverage elsewhere shall be entitled to regain coverage under the Agreement with 60 days written notice (30 days for H.M.O. coverage). In the event an employee regains coverage, he/she shall reimburse to the Board any waiver payments previously made by the Board for that period.

Section 10. The Board shall provide each employee with \$10,000 of term life insurance.

Section 11. Qualified full-time employees who retire under the City of Milford Pension plan are eligible for retiree medical insurance for the employee and spouse. Employees hired on or after October 11, 2006, shall be eligible for individual coverage only.

ARTICLE XXIII SEVERANCE PAY

Section 1. Whenever the suspension, closing or mechanization of any of the cafeterias or media aide positions in the school system, or substantial alteration or reduction in operations, excluding normal layoffs, results in the loss of employment to any employee covered by this Agreement, such employee shall be granted severance pay as follows:

- (a) After actual continuous service of one year, 2 weeks pay at his/her regularly scheduled hourly rate, exclusive of overtime;
- (b) After actual continuous service of two years and up to five years, 3 weeks pay at his/her regularly scheduled hourly rate, exclusive of overtime;

(c) After actual continuous service of five years and up to ten years, 4 weeks pay at his/her regularly scheduled hourly rate, exclusive of overtime;

(d) After actual continuous service of ten years or more, 6 weeks pay at his/her regularly scheduled hourly rate, exclusive of overtime.

Any employee who is granted severance pay pursuant to this Article and if reemployed and is laid off or his employment is severed again through no fault of his own, shall be denied a second severance pay allowance unless his actual service since reemployment has been one year or more. Employees hired on or after July 1, 2002 shall not be eligible for the severance benefit described in this Article.

ARTICLE XXIV NO STRIKE

Section 1. The Union agrees that differences or disagreements shall be resolved by peaceful and appropriate means without interruption of the school cafeteria program. The Union therefore agrees that it will not, during the term of this Agreement, or any extension thereof, instigate, support or authorize a strike, work stoppage, work slowdown, sitin, picketing or other concerted refusal to perform work, or any interference with the efficient operation of the school cafeterias. The Union further agrees that any of its members participating in any of the prohibited activities set forth above may be summarily discharged by the Board without resort to the grievance procedure.

Section 2. The Board agrees that there shall be no lockout of employees during the term of this Agreement.

Section 3. The Union agrees that it will use its best efforts to cause its member employees, individually and collectively, to perform and render legal and efficient work and services on behalf of the Board and that neither its representatives nor its members will intimidate, coerce or discriminate against any employee in any manner at any time.

Section 4. The Board agrees that it shall not require members of the Union to cross picket lines of any labor organization where, in doing so, the employee would be caused to jeopardize his/her health or safety.

ARTICLE XXV REDUCTION IN FORCE

Section 1. Should a reduction in the work force become necessary, such reduction shall be accomplished as follows:

(a) The least senior employee in the classification and school affected shall have the opportunity to displace the least senior employee in the classification in the cafeteria system;

(b) If the affected employee also happens to be the least in the classification, in the system, then the employee shall be placed on lack of work status;

(c) If any employee has the opportunity to displace another employee, and said employee declines to accept the job, then the said employee shall be placed on lack of work status.

Section 2. Employees on lack of work status shall be recalled to their former positions when available, and shall return to work beginning with the most senior of the employees in the classification affected.

Section 3. Employees on lack of work status shall continue to accumulate seniority for twentyfour (24) months from the effective date of layoff. Should an employee not be recalled to work during this period his seniority status shall terminate.

Section 4. Should the reduction take place within the classification of either Milford High School Lead Person , Middle School Lead, Elementary School Lead or General Worker (20 hours or more) the affected employee in these classifications shall have the opportunity to exercise his seniority against the least senior employee in the next lower rated classification.

Section 5. Should the displacing employee have insufficient seniority to displace the least senior employee in the next lower rated classification, he shall then have the opportunity to exercise his seniority against the least senior employee in the next lower rated classification and so on.

Section 6. Seniority shall be defined as systemwide length of continuous service, irrespective of job classification, less time on authorized leave of absence in accordance with Article XI.

Section 7. For the purposes of this Article only, the classification of "General Worker" shall consist of two classifications:

(a) Those general workers who are regularly scheduled for twenty (20) hours or more per week.

(b) Those general workers who are regularly scheduled for less than twenty (20) hours per week.

The twenty hour and over classification is to be considered the higher rated classification.

ARTICLE XXVI PERSONAL DAYS

Section 1. Each employee shall receive for each school year two (2) paid personal

leave days, paid at her normal straight time rate of pay, for the conduct of personal business. Personal days may not be accumulated from school year to school year, nor shall any employee who does not use her personal day during any one school year have any cash claims on the Board. Permanent parttime employees hired after March 1, 1990 shall not be eligible for paid personal leave.

Section 2. Personal days shall not be used the scheduled day before or after a holiday or after Memorial Day except in the case of an emergency.

ARTICLE XXVII LONGEVITY PAY

Effective July 1, 2002, a longevity differential shall be paid, in biweekly installments; to all employees each year based on the following schedule:

ten (10) years of service but less than fifteen (15) years	\$250.00
fifteen (15) years of service but less than twenty (20) years	\$325.00
twenty (20) years of service or more	\$400.00

Years of service shall be counted from the starting date of employment.

ARTICLE XXVIII GENERAL PROVISIONS

1. In the event that it becomes necessary to increase the number of hours in a particular school, such added hours shall be awarded by seniority in the particular school and classification affected.
2. In the event an employee's hours change permanently for any reason, that change will be marked immediately on that employee's personnel records.
3. The lead person will be consulted by the Director of the School Lunch Program with regard to the performance of any probationary employee.
4. The Board agrees to provide extra time for employees in kitchen which are being utilized for special events during lunchtime.
5. The Board will notify employees whose kitchen is to be used for special events after school or during lunch hours in advance, where possible.
6. The Union Steward shall be notified when an employee's probationary period has been completed.

7. When an employee completes his/her probationary period, his/her new hourly rate will be reflected in the first paycheck following completion of probation but in no event later than the second paycheck.
8. Employees shall not be required to move heavy furniture.
9. Media aides shall not be required or expected to fill in for teachers.

ARTICLE XXIX - MUTUAL RESPECT

Section 1. Both the Employer and the Union encourage orderly, peaceful and mutually respectful relations between management and the employees. Both the Employer and the Union encourage attitudes and relationships based on full understanding of and regard for the rights and responsibility of customers/patrons, the Employer and the Union.

ARTICLE XXX ENTIRE AGREEMENT

Section 1. This Agreement contains all the terms, provisions and conditions negotiated by the parties and is to be in effect for the term hereof. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement which is the entire agreement between the parties. All discussions and issues as to terms, provisions and conditions discussed and negotiated by the parties are herewith merged into this Agreement and shall not survive the execution date of this Agreement. It is understood and agreed that neither of the parties may be required to negotiate any other, different or additional terms, provisions or conditions during the term of the agreement.


ARTICLE XXXI DURATION OF AGREEMENT

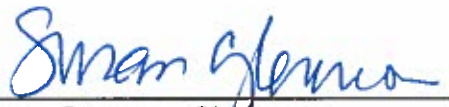
Section 1. The provisions of this Agreement shall be effective by act of law or by execution by authorized representatives of the Board and the Union, whichever occurrence takes place at an earlier date, and shall remain in full force and effect to and including June 30, 2018.

IN WITNESS WHEREOF, the parties have affixed their hands and seals this, 17th day of December, 2015.

UNITED PUBLIC SERVICE EMPLOYEES
UNION B.O.E. CAFETERIA WORKERS
& MEDIA AIDES

CITY OF MILFORD
BOARD OF EDUCATION

BY: 
Marybeth Salvato, Co-President

BY: 
Susan Glennon, Chairperson

BY: 
Renee Borer, Co-President

BY: 
Kevin E. Boyte, UPSEU President

BY: 
Daniel Bonfiglio, UPSEU Labor Representative

SCHEDULE A - WAGES

<u>Classification</u>	7/1/14 to 6/30/2015	7/1/15 to 6/30/2016	7/1/16 to 6/30/2017	7/1/17 to 6/30/2018
<u>General Worker – Hired after December 17, 2015</u>				
Probationary		12.22	12.48	12.73
Regular		13.56	13.84	14.25
<u>General Worker – Incumbents after December 17, 2015</u>				
Probationary	14.67	14.96	15.30	15.64
Regular	15.91	16.23	16.60	16.97
<u>Truck Driver</u>				
Probationary	16.73	17.06	17.44	17.83
Regular	17.81	18.17	18.58	19.00
<u>Elementary Lead Person</u>				
Probationary	16.51	17.61	18.01	18.42
Regular	17.33	18.45	18.87	19.29
<u>Middle School Lead Person</u>				
Probationary	16.68	17.79	18.18	18.60
Regular	17.56	18.69	19.11	19.54
<u>Milford High School Lead Person</u>				
Probationary	18.55	19.70	20.14	20.60
Regular	19.51	20.68	21.14	21.62
<u>Caterer</u>				
Probationary	16.81	17.15	17.54	17.93
Regular	18.00	18.36	18.77	19.19
<u>Media Aides</u>				
Probationary	20.07	20.47	20.93	21.40
Regular	21.27	21.70	22.19	22.69
<u>Snap Coordinator</u>				
Probationary	16.68	17.01	17.40	17.79
Regular	17.56	17.91	18.31	18.72

Shipping/Receiving

Probationary	17.41	17.76	18.16	18.57
Regular	18.53	18.90	19.33	19.76

High School Cook

	17.00	17.34	17.73	18.13
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Note: After two (2) full days of filling in for the Milford High School Lead Person , the High School Cook shall be eligible to receive the Milford High School Lead Person wage rate commencing with the third consecutive day. They shall continue to receive their regular pay for the first two (2) consecutive days.

Milford Food Service and Media Aides
Benefit Comparison-Group#001016-137, 138 & 150
Century Preferred
BlueCare POE
Lumenos HSA
eff 1/1/16

Benefit	Century Preferred Plan (001016-137)	BlueCare POE (001016-138)	Lumenos HSA (001016-150)
Costshares	In Network \$25 Office Visit Copay \$35 specialist copay	In Network \$25 Office Visit Copay \$35 specialist copay	In and Out-of-Network services subject
	Unlimited Office Visit Maximum	Unlimited Office Visit Maximum	to Deductible & Coinsurance
	Out of Network (OON)	Out of Network (OON)	
	Subject to deductible and coinsurance	No Out of Network Benefits Available	Deductible (Individual/Family)- \$2,000/\$4,000
	Deductible - \$500/\$1000/\$1000		Coinsurance- 100% INN & 80/20% OON
	Coinsurance maximum \$500/\$750/\$750		Out-of-Pocket Maximum (Individual/Family)-
	In-Network Cost Share Max: \$6,600/\$13,200/\$13,200	In-Network Cost Share Max: \$6,600/\$13,200/\$13,200	\$3,000/\$5,000 INN & \$4,000/\$8,000 OON
	Out-of-Network Cost Share Max: \$1,000/\$1,750/\$1,750	*No Out of Network Benefits Available	
	Lifetime Max In and Out of Network is Unlimited	Lifetime Maximum In-Network: Unlimited	Lifetime Max In and Out-of-Network is Unlimited
Preventive Care			
Pediatric	In Network: Covered	In Network: Covered	In Network: Covered
	Once a Year	Once a Year	Once a Year
	Out of Network:		Out of Network:
	80% after annual deductible		80% after annual deductible
Adult	In Network: Covered	In Network: Covered	In Network: Covered
	Once a Year	Once a Year	Once a Year
	Out of Network:		Out of Network:
	80% after annual deductible		80% after annual deductible
Vision	In Network		In-Network: Covered
	Covered once a year	Covered once every 2 years	Covered once a year
	No Copay	No Copay	
	Out of Network		Out of Network

	80% after annual deductible		80% after annual deductible
Gynecological	In Network		In Network: Covered
	Covered one every year -No Copay		Covered once every year
	Out of Network		Out of Network
	80% after annual deductible		80% after annual deductible
Medical Benefits			
Medical Office Visit	Primary Care -In Network \$25 Copay		In and Out-of-Network
	Out of Network		Subject Deductible & Coinsurance
	80% after annual deductible		
	Specialist In Network \$35 Copay		
	Out of Network		
	80% after annual deductible		
Outpatient PT/OT/ST	In Network: \$35 Copay		In and Out-of-Network
Chiro	Covered up to 50 combined treatments per member per calendar year		Subject Deductible & Coinsurance
	Excess coverage covered Out of Network		Covered up to 50 combined treatments per member per calendar year. Excess coverage covered subject to deductible and out-of-network coinsurance
	Out of network - 80% after deductible		
Allergy Services	\$35 Copay for office visits and testing		In and Out-of-Network
	No copay for injections		Subject Deductible & Coinsurance
	Out of Network		80 visits in a 3 year period for injections
	80% after deductible		
	80 visits in a 3 year period for injections		
High Cost Diagnostics	In Network: Covered		In and Out-of-Network
MRI, CAT Scan, PET Scan...	Out of Network		Subject Deductible & Coinsurance
	80% after deductible		
Diagnostic Lab & X-ray in a Hospital Setting	In Network: Covered		In and Out-of-Network
	Out of Network		Subject Deductible & Coinsurance
	80% after deductible		
Diagnostic Lab & X-ray	In Network: Covered		In and Out-of-Network
	Out of Network		Subject Deductible & Coinsurance
	80% after deductible		

Surgery Fees	In Network: Covered Out of Network 80% after deductible	Covered	In and Out-of-Network Subject Deductible & Coinsurance
Office Surgery	In Network: Covered Out Of Network 80% after deductible	Covered	In and Out-of-Network Subject Deductible & Coinsurance
Outpatient Mental	In Network \$25 Copay Out of network - 80% after deductible	In Network: \$25 Copay	In and Out-of-Network Subject Deductible & Coinsurance
Emergency Care			
Emergency Room	In or Out of Network: \$150 Copay Waived If Admitted	\$150 Copay Waived If Admitted	In and Out-of-Network Subject Deductible & Coinsurance
Urgent Care	In Network: \$25 Copay Out of Network - No Coverage	\$25 Copay	In and Out-of-Network Subject Deductible & Coinsurance
In participating facilities			
Ambulance	covered 100% land or air Emergency Situations	covered 100% land or air Emergency Situations	In and Out-of-Network Subject Deductible & Coinsurance Emergency Situations
Inpatient Hospital	All hospital admissions require pre-cert	All hospital admissions require pre-cert	All hospital admissions require pre-cert
General/ Medical Surgical/Maternity (Semi-Private)	In Network: \$300 per admission Out of Network 80% after deductible	In Network: \$300 per admission	In and Out-of-Network Subject Deductible & Coinsurance
Ancillary Services (Medications/Supplies)	Covered	Covered	In and Out-of-Network Subject Deductible & Coinsurance
Psychiatric	In Network: \$300 per admission Out of Network 80% after deductible	In Network: \$300 per admission	In and Out-of-Network Subject Deductible & Coinsurance
Substance Abuse	In Network: \$300 per admission	In Network: \$300 per admission	In and Out-of-Network Subject Deductible & Coinsurance
Detox	Out of Network 80% after deductible		

Rehabilitative	In network: Covered up to 60 days per calendar year	Covered up to 60 days per calendar year	In and Out-of-Network Subject Deductible & Coinsurance
	Out of Network 80% after deductible		Covered up to 100 days per calendar year
Skilled Nursing Facility	In Network: \$300 per admission	In Network: \$300 per admission	In and Out-of-Network
	Out of Network 80% after deductible	Covered up to 90 days annually	Subject Deductible & Coinsurance
	Covered up to 120 days per calendar year		Covered up to 120 days per calendar year
Hospice	No per admission copay	No per admission copay	In and Out-of-Network Subject Deductible & Coinsurance
Outpatient Hospital			
Outpatient Surgery	In Network: \$100 copay	In Network: \$100 copay	In and Out-of-Network
Facility Charges	Out of Network 80% after deductible		Subject Deductible & Coinsurance
	Prior Authorization Required	Prior Authorization Required	Prior Authorization Required
Diagnostic Lab & X-ray	In Network: Covered	Covered	In and Out-of-Network
	Out of Network 80% after deductible		Subject Deductible & Coinsurance
Pre Admission Testing	In Network: Covered	Covered	In and Out-of-Network
	Out of Network 80% after deductible		Subject Deductible & Coinsurance
Other Services			
Durable Medical Equipment	In Network: Covered	20% coverage	In and Out-of-Network
	Out of Network 80% after deductible	Limited to specific items	Subject Deductible & Coinsurance Limited to Specific Items
Prosthetics	In Network: Covered	20% coverage	In and Out-of-Network
	Out of Network 80% after deductible	Limited to specific items	Subject Deductible & Coinsurance
Home Health Care	In Network: Covered up to 200 Visits per calendar year	In Network: Covered Includes Infusion Therapy Unlimited Maximum	In and Out-of-Network Subject Deductible & Coinsurance Covered up to 200 visits per calendar year
	Out of Network 80% after deductible & 50% coinsurance		
Prescription Drugs	MP4 3 Tier Rx	MP4 3 Tier Rx	\$5 Tier 1/\$25 Tier 2/\$40 Tier 3 @ retail pharmacy
	\$5/\$20/\$35 copays 2x mail order	\$5/\$20/\$35 copays 2x mail order	\$7.50 Tier 1/\$37.50 Tier 2/\$60 Tier 3 @ Mail Order
	30 days retail/90 days mail order supply	30 days retail/90 days mail order supply	30 day supply retail/90 day supply mail order
	Unlimited Maximum	Unlimited Maximum	Unlimited Maximum

LETTER OF UNDERSTANDING

The parties agree concerning Article XXVIII Longevity Pay, that all employee who reach the required level of service for this benefit during the months of September, October, November or December of a school year shall receive this benefit starting September of that same school year. Employees who reach the required level of service for this benefit during the months of January through August shall receive this benefit starting September of the next school year.

The longevity differential shall be in biweekly installments over a ten month period (September through June).

BOARD OF EDUCATION
CITY OF MILFORD

HOTEL & RESTAURANT EMPLOYEES
& BARTENDERS UNION, AFLCIO,
LOCAL 217

By: _____

By: _____

MEMORANDUM OF AGREEMENT

- between-

MILFORD BOARD OF EDUCATION
- and -
HOTEL AND RESTAURANT EMPLOYEES
INTERNATION UNION, LOCAL 217

In resolution of the Union's grievance regarding the cooking of rice and pasta other than in the Central Kitchen, the parties agree as follows:

1. The Food Service Director will submit a report in regarding the production of such food to the Union representative and all Union stewards. Said report will include, but shall not be limited to, an evaluation of the health and safety of such production in middle and elementary school kitchens, and the proper equipment needs associated therewith.

2. The Union may appoint a committee to review the aforementioned report and schedule meetings with the Food Service Director to discuss it.

Agreed to this _____ day of September, 2002.

For the Employer:

For the Union:

By: _____

By: _____

DATED

MEMORANDUM OF AGREEMENT

- between-

MILFORD BOARD OF EDUCATION
- and -
HOTEL AND RESTAURANT EMPLOYEES
INTERNATION UNION, LOCAL 217

In resolution of the Union's grievance regarding Joanne Czaplicki, the parties agree as follows:

1. All discipline received by Joanne Czaplicki as a result of her conducting union business will be removed from her file.

2. Union stewards are permitted to conduct reasonable union business during working hours so long as it does not interfere with the efficient operation of the cafeteria.

3. Union stewards, while not on working time, may visit other schools to conduct union business without contacting the Food Service Director, so long as the nature and duration of the visit does not interfere with the efficient operation of the cafeteria.

Agreed to this _____ day of September, 2002.

For the Employer:

For the Union:

By: _____

By: _____

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SEPTEMBER 12, 2011

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