

MEMORANDUM OF AGREEMENT

This Agreement is between the City of Milford ("City") and the International Brotherhood of Electrical Workers, Local 126 ("Union").

WHEREAS, the City and the Union are parties to a collective bargaining agreement with a term ending June 30, 2020, unless otherwise extended ("CBA"); and

WHEREAS, the City and the Union seek to clarify when sick leave will be counted as "hours worked" for purpose of calculating overtime under the CBA.

NOW, THEREFORE, the City and Union agree as follows:

1. Sick leave taken under Article XV of the CBA shall count as hours worked under Section 4 of Article XVIII of the CBA unless the employee is notified by the City that employee's pattern of sick leave use suggests sick leave abuse, including, but limited to, the following:

(1) a pattern of using sick leave, or other leave in lieu of sick leave, as soon as it is earned; (2) a pattern of unscheduled sick leave or requests on Mondays or Fridays or preceding or following a holiday; (3) habitual tardiness based on reports of illness; (4) information that an employee's justification for using sick leave is false; and (5) use of sick leave following the denial of a vacation request.

2. This Agreement shall be binding on the City and Union as if set forth in the CBA.

3. Any dispute over the application of this Agreement shall be subject to the grievance and arbitration procedures of the CBA.

CITY OF MILFORD



Dated:

01/08/2018

IBEW LOCAL 126



Dated:

01/18/2018