

# Collective Bargaining Agreement

Between

City of Stamford

and

Stamford Municipal Supervisory Employees Union

Local #2657 of

Council #4 of the American Federation of State, County and  
Municipal Employees, AFL~CIO

Effective July 1, 2005 ~ June 30, 2009

**AGREEMENT** made by and between the City of Stamford (hereinafter referred to as the City) and the American Federation of State, County and Municipal Employees Local 2657 (hereinafter referred to as the Union).

**WITNESSETH**

That in order to increase general efficiency and maintain the existing harmonious relationship between the City and its Supervisors, it is hereby agreed as follows:

**ARTICLE I**  
**RECOGNITION**

**SECTION 1.0**

The City hereby recognizes the Union as the sole and exclusive bargaining agent with respect to wages, hours and conditions of employment of all Supervisors as certified by the Board of Labor Relations in Decision No. 1748-A dated July 24, 1979, and as modified by Decision No. 3037 dated September 2, 1992.

**ARTICLE II**  
**UNION SECURITY**

**SECTION 2.0**

The Employer agrees to deduct, from the pay of all existing and new employees (hired after the execution date) covered by this Agreement, who authorize such deductions from their wages, such membership dues as may be fixed by the Union. Employees electing not to be members of the Union shall pay as a condition of continued employment a service fee to the Union, which shall always be equal to the current rate of dues and initiation fees uniformly required of its members. Such deductions shall continue for the duration of this Agreement or by any extension thereof.

**SECTION 2.1**

The deductions shall be made weekly and shall be deposited in the Union's designated account. A list of employees from whose wages such deductions have been made will be provided to the Union, upon request.

**SECTION 2.3**

The Employer shall provide easily accessible space for the posting of official Union notices in all principle places of employment.

**SECTION 2.4**

The Employer shall provide each employee with a copy of this Agreement within sixty (60) days of the signing of the agreement. New employees shall receive a copy from the employer on or before their first day of work.

### **SECTION 2.5**

The Secretary of the Union shall be notified of all newly hired employees and their respective positions as soon as they have been hired. The Union will be granted access to new Employees during the orientation period for the purpose of discussing issues of concern to the Union. This will be paid time for the new employee and the Union representative on duty, not to exceed twenty (20) minutes.

### **SECTION 2.6**

The Union agrees to indemnify and hold harmless the City for any loss or damage arising from the operation and execution of this Article.

## **ARTICLE III** **SENIORITY**

### **SECTION 3.0**

The Employer shall prepare a list of all full-time employees showing their seniority in length of service with the Employer, upon request by an officer of the local Union. Upon completion of their probationary period, new employees shall be added to the list. The length of service of the employee with the Employer shall determine the seniority of the employee.

### **SECTION 3.1**

The principle of seniority shall govern and control in all cases and matters relating to decrease in the work force, preference in assignment to stand-by and overtime, and vacation selection. Promotions shall be in accordance with the Merit System Rules of the City of Stamford as amended.

### **SECTION 3.2**

The Employer shall notify, in writing, the Secretary of the Union immediately of any vacancies or new positions in the bargaining unit and shall post notice of the available position(s) on all bulletin boards within ten (10) days of the vacancy or establishment of new position(s).

### **SECTION 3.3**

The probationary period will be of sufficient length to enable the appointing authority to observe the employee's ability to perform the duties pertaining to the position. The probationary period shall be three (3) months in the case of an appointment from a promotional list. In the case of a new employee, the minimum probationary period shall be six (6) months. Upon expiration of the minimum period for new employees, the employee will be deemed permanent unless the probationer and the Director of Human Resources are given written notice that the probationary period will be continued. In the event the probationary period is extended beyond six (6) months, the employee may use accrued leave, subject to approval. The maximum length of the probationary period shall be one (1) year. Upon permanent appointment, the employees seniority shall be calculated from the date of hire.

### **SECTION 3.4**

Layoffs shall be made among incumbents by classification, in order of seniority, in that particular classification within the Office. Employees will be given two (2) weeks notice of layoff, or in lieu of such notice, two (2) weeks of pay. Before a full-time employee is laid off in any classification, all temporary, provisional, probationary, part-time and permanent part-time employees within that classification shall be laid off, in that order, from the same Office. An employee facing lay off may bump the least senior employee occupying the same classification. Any employee to be laid off shall have the right to revert to job classifications previously held for which they are qualified provided they have greater seniority than the employee occupying an equal or lower classification. Any employee so laid off shall be placed on the re-employment list for a period of two (2) years and shall be rehired in the event of a vacancy in the classification previously held for which the employee is qualified in reverse order to the layoff.

### **SECTION 3.5**

In the event an employee is placed on layoff, the employee will be paid for all accrued vacation leave time. Further, the employee shall receive severance pay in the amount of two (2) weeks of salary for each year of service to the City, up to a maximum of 16 (sixteen) weeks. The City shall provide six (6) months of medical coverage after which, the employee shall be eligible for benefits under COBRA. In accepting such severance package, the employee and union agree to waive any and all grievance rights under the collective bargaining agreement. Further, the employee agrees to sign waivers releasing the City from any and all claims related to the layoff.

## **ARTICLE IV** **HOURS OF WORK, OVERTIME AND PREMIUM PAY**

#### **SECTION 4.0**

A. The normal days of work shall be Monday through Friday. For all employees, individual hours will be set by the employee's Director. An employee may work a flexible work schedule with the approval of his/her Director or Superintendent of Schools. Further, the number of hours of work and the length of the work day for salaried positions shall be dictated by the time necessary to complete the required work assignments.

B. All employees hired after July 1, 1997, who are designated non-exempt, will be required to work at least a thirty seven and one-half (37-1/2) hour work week.

#### **SECTION 4.1**

A. Employees covered by this Agreement are broken into three (3) categories: exempt employees (Appendix C), exempt employees eligible for additional compensation (Appendix D) and non-exempt employees (Appendix E).

B. Non-exempt employees listed in Appendix E (excluding those designated below in Section C. below), will receive overtime, computed at the rate of one and one-half (1½), for hours actually worked in excess of their normal work week listed in Appendix E. An employee may request to substitute compensatory time off in lieu of overtime payment, calculated at rate of one and one-half (1½) hours for each overtime hour worked in excess of their normal work week. If a Department lacks the necessary funds, compensatory time will be substituted in lieu of overtime pay. The employee may accrue compensatory time up to the maximum allowed by law. All accrued compensatory time must be exhausted prior to an employee utilizing his/her vacation leave time.

C. Exempt employees listed in Appendix D may be eligible for additional compensation as follows. Employees in the listed classifications who are required to work on snow removal, leaf pick-up, flood and hurricane damage or any other natural disaster, or any other day that has been declared an emergency by the Mayor, shall be paid their regular straight time hourly rate for all hours worked. If such work is performed on a holiday, the employee will also receive their holiday pay. Further, exempt employees in the classification listed in Appendix D who are called in after normal hours for Department emergencies, as determined in the sole discretion of the employee's Director (Director of Legal Affairs, Director of Administration, Superintendent of Schools, Director of Operations and Director of Public Safety, Health and Welfare), shall be paid their straight time hourly rate for all hours worked. Determinations of emergencies made by the employee's Director are not subject to the grievance and arbitration procedure.

#### **SECTION 4.2**

Eligible employees working a second shift (one commencing after 2:00 p.m.) shall receive a shift differential of seven (7%) percent over their regular rates, and employees

working a third shift (one commencing after 10:00 p.m.) shall receive a shift differential of twelve (12%) percent over their regular rates. No shift premium shall be payable for emergency call-outs, stand-by time, or overtime unless specifically provided herein. An employee must actually work the shift to be eligible for shift differential.

**SECTION 4.3**

A. Call-Back. Eligible employees called into work after completion of his or her regularly scheduled work day, shift, shall receive a minimum of two (2) hours call-in pay at his or her regular overtime rate as defined in Section 4.1 above and Section 4.2 above.

B. Stand-By. The three (3) employees currently receiving stand-by that are specifically required by their Director, or his/her designee, to be on stand-by for a designated week, will continue to receive stand-by pay. The fifteen (15) hours stand-by pay will be considered compensation for the first ten (10) hours overtime worked. After which time the employees will receive additional overtime payments in accordance with the contract. Employees on standby are not eligible for the minimum call-back or differential. Upon the incumbents separation of employment, stand-by pay will no longer exist.

**SECTION 4.4**

Non-exempt employees as listed in Appendix E, will receive a fifteen (15) minute break in the morning and a fifteen (15) minute break in the afternoon. Breaks may not be connected to lunch or the end of one’s shift.

**ARTICLE V**  
**HOLIDAYS**

**SECTION 5.0**

The following shall be paid holidays:

- |                         |                                |
|-------------------------|--------------------------------|
| New Year’s Day          | Labor Day                      |
| Martin Luther King Day* | Columbus Day*                  |
| President’s Day*        | Veteran’s Day*                 |
| Good Friday*            | Thanksgiving Day               |
| Memorial Day            | Day after Thanksgiving Day     |
| Fourth of July          | Christmas Eve after 12:00 Noon |
|                         | Christmas Day                  |

\* Exempt employees only, have the ability, with the approval of their Director, to work up to three (3) of the designated holidays. In return for working, the individual will be permitted to “float” the holiday.

**SECTION 5.1**

Holidays falling on a Saturday shall be celebrated on the preceding day. Holidays falling on a Sunday shall be celebrated on the following Monday.

## **SECTION 5.2**

Whenever the Mayor of Stamford or the Board of Representative declares a day as a holiday, commemorative day, or a day of mourning, it shall be a day off with full pay for the employees covered by this Agreement.

## **ARTICLE VI** **VACATIONS**

### **SECTION 6.0**

A. Employees shall earn a maximum of twenty (20) days per year, accrued at the rate of one and two-thirds (1.66) days per month, until their twentieth (20th) year of service. Once an employee has reached twenty (20) years of service he/she shall immediately earn one (1) additional day per year for each year of service to a maximum of twenty-five (25) days of vacation. No probationary employee shall be eligible for the use of vacation, unless approved by their Director, except as set forth in Section 3.3. Employees must receive written consent of their superior for vacation time off.

B. Employees hired after July 1, 1997 shall earn fifteen (15) days per year, accrued at the rate of one and one-quarter (1.25) per month. Effective July 1, 2001, once an employee has reached three (3) years of service, and for each year thereafter, he/she shall receive twenty (20) vacation days annually, accrued at the rate of one and two-thirds (1.66) days per month. Once an employee has reached twenty (20) years of service he/she shall immediately earn one (1) additional day per year for each year of service to a maximum of twenty-five (25) days of vacation. Employees must receive written consent of their superior for vacation time off. An employee is not eligible to use his/her vacation until completing their probationary period, unless approved by his/her Director, except as set forth in Section 3.3.

### **SECTION 6.1**

Vacations shall be granted at the time requested by the employee. If the nature of the work makes it necessary to limit the number of employees on vacation at the same time, the employee with the greater seniority within the job classification in the department shall be given his/her choice of vacation period in the event of any conflict over vacation period.

### **SECTION 6.2**

If a holiday occurs during the calendar week in which a vacation is taken by an employee, the employee's vacation period shall be extended one (1) day for each holiday.

### **SECTION 6.3**

Employees shall be allowed to carryover up to forty-five (45) days of earned vacation leave at fiscal year end. However, they are only eligible for pay-out of a maximum of thirty (30) days upon separation of employment, unless such separation is due to a layoff where sufficient notice is not provided. In such a case, the employee will be eligible for pay-out of all their vacation leave. The limit for maximum carryover may be exceeded with the approval of the employee's Director and the Director of Human Resources.

## **ARTICLE VII** **LEAVE PROVISIONS**

### **SECTION 7.0**

A. Each employee will be credited with one and one-quarter (1-1/4) days of sick leave per month. Sick leave, if unused, may be accumulated to a maximum of one hundred fifty (150) days.

B. Employees hired after July 1, 1997, during their first year shall receive ten (10) days sick leave with pay computed on the basis of .833 days for each completed month of service, through to the first July 1<sup>st</sup>. Effective July 1, 2005 and each July 1<sup>st</sup> thereafter, employees shall receive twelve (12) sick days per year, three (3) of which will go into the sick leave bank and once an employee has contributed a maximum of thirty (30) days to the bank, all twelve (12) days or part thereof shall be credited to the employee. Employees may apply for sick days beyond their personal bank in accordance with the MAA Sick Leave Bank. Employees may apply for sick leave days beyond their personal bank in accordance with Section 7.8 below. There shall be no maximum accumulation for sick leave days in an employee's personal bank. Employees hired after July 1, 1997 will receive no pay-out for unused sick leave. Employees are not eligible to use sick leave until completion of their probationary period.

C. All employees must make an effort to call-in and report absence due to illness, to his/her immediate supervisor prior to the scheduled start of his/her shift on each day that he/she is absent. In the event that is not possible, employees will notify their supervisor during the shift. When calling in, the employee will notify his/her supervisor if it appears that the absence may be extended and the length of the anticipated absence.

D. An employee promoted into the Stamford Municipal Supervisory Employees Union from another bargaining unit will have his/her accrued sick leave bank frozen and valued at the his/her rate prior to the promotion to the Stamford Municipal Supervisory Employees Union. Upon retirement, the employee will be paid for fifty percent (50%) of this accrued sick leave time, up to a maximum of seventy-five (75) days. Upon promotion, the employee will receive benefits as if he/she were a new hire under Section 7.0(B) above.

## **SECTION 7.1**

Upon retirement, employees hired before July 1, 1997 shall receive payment for one-half (1/2) the total accumulated sick leave on the basis of current wages. In the event of an employee's death, regardless of hire date, his/her estate shall receive the payment, not to exceed seventy-five (75) days.

## **SECTION 7.2**

Employees are entitled to up to five (5) consecutive working days funeral leave with pay at the time of death of a spouse, parent, child, grandparent, grandchild, brother or sister, and three (3) consecutive working days funeral leave with pay at the time of death of a father-in-law, mother-in-law, brother-in-law, or sister-in-law. At the discretion of the Department Head, where unusual circumstances and equity dictate, one (1) working day may be granted with pay at the time of death of any other relative not described in this section in order to attend the funeral of that person. Employees shall have the right to use five (5) days of accumulated sick leave in any year for the purpose of family illness.

## **SECTION 7.3**

- a) Employees shall be entitled to full pay at current base rate for absence due to jury duty provided that reimbursement for same and regular pay together does not exceed employees regular wage. The employee shall give adequate notice to jury call so that an appeal to be excused from jury duty can be made.
- b) Injury Leave: Injury Leave, as distinguished from sick leave, shall mean paid leave given to an employee due to absence from duty caused by an accident or injury that occurred while the employee was engaged in the performance of his/her duties. . Employees covered by the Workers' Compensation Act are paid stated amounts due to injuries sustained on the job. While employees await payment for absences from work due to such compensable injury or illness, they shall be allowed to use sick leave and/or vacation time pending the start of their retro-active compensation payments. Adjustments to restore full sick leave and vacation time accruals used during the interim shall commence upon the start of those payments.

The maximum length of time an employee can be on workers' compensation and not performing his/her regular duties, shall be eighteen (18) months or when maximum medical improvement is reached, whichever is sooner. At that point in time, a determination will be reached as to whether or not the employee can perform the essential functions of the job.

- c) Modified/Light Duty: The City may assign a member who is on Worker's Compensation leave to modified or light duty consistent with the finding of the Worker's Compensation insurance carrier case evaluation and/or the City's PPO network physician. In doing so, the City may temporarily change the employee's

schedule and/or assignments for the duration of the light/modified duty. The City reserves the right to limit the number of positions on restricted /modified duty. These assignments are intended to transition employees back to full duty and are not permanent in nature.

- d) Military Leave: An employee, who is a member of the reserve corps of any branch of the armed forces of the United States, as defined by section 27-103, shall be entitled to be absent from his or her duties or services while engaged in required field training in such reserve corps. The period of paid absence in any calendar year shall not exceed fifteen (15) working days. During these fifteen (15) working days, employees will receive full pay from the City.
- e) Not more than two (2) Union Officials shall be allowed the required time without loss of pay to attend official Union conventions and conferences. The maximum time per year shall be limited to eight (8) days off per delegate.
- f) Any employee will be given time off with pay in order to attend a seminar, training session of the like which is in connection with his/her City position when requested to do so by his/her Department Head in writing or when approved by the Department Head, in advance, in writing that professional license or job duties requires attendance. Should the employee use his/her own automobile for this purpose, outside of the City of Stamford, the City will reimburse him/her at the IRS rate per mile, plus toll fees, hotel charges and meals. If the employee travels by other means, he/she shall be reimbursed for the cost of the fare.
- g) Each employee shall be granted three (3) personal leave days per year to take care of personal business (e.g., house closings, court appearances, school conferences, etc.). These days may not be used to extend a vacation or a holiday. Personal days may not be accumulated from year to year.

Effective July 1, 1997, in consideration for consolidating Washington's and Lincoln's Birthdays into President's Day, all existing employees will receive an additional personal leave day, bringing the total to four (4) per year. All employees hired after July 1, 1997 will not receive the additional personal day, but will be granted three (3) personal days as outline above. Employees promoted into the Stamford Municipal Supervisory Employees Union after July 1, 1997 will not receive the additional personal leave day.

#### **SECTION 7.4**

A regular employee, upon proper application in writing to, and upon written approval by the Department Head, may obtain a continuous leave of absence without pay for a period not to exceed three (3) months. At the expiration of such leave, the employee shall be reinstated in the service without loss of any of his rights, unless the position is no longer available due to a budgetary reduction in staff. Failure on the part of an employee to report promptly at the expiration of the leave of absence, except for satisfactory reasons

submitted in advance, shall be a cause of dismissal. Leave of absence without pay, however, will not be granted until after all the employee's accumulative annual leave has been exhausted and if leave without pay is granted on account of sickness, until all his accumulative sick leave has been exhausted. No annual leave or sick leave may be accumulated during a leave of absence without pay. Extensions of leave for additional three (3) month periods may be granted by the Director of Human Resources, but in no case shall the total period of time exceed two (2) years.

### **SECTION 7.5**

Employees entering the Military Service of the United States shall be entitled to indefinite leave without pay.

### **SECTION 7.6**

No employee shall lose any seniority standing because of any military service, including service in the National Guard or Organized Reservists.

### **SECTION 7.7**

#### **MAA Sick Leave Bank**

- a) The "sick leave bank" is established to be used to provide additional paid sick leave for extreme hardship cases due to personal illness and/or personal injury and are not intended for casual use. Any employee hired before July 1, 1997, may contribute two (2) days of sick leave per fiscal year to the sick bank. Any day contributed shall be deducted from the contributing individual's accumulation of sick leave. Employees hired after July 1, 1997 after completing their first year of service, will have five (5) of their twelve (12) annually allotted sick leave days assigned to the MAA Sick Leave Bank. Only employees who contribute to the bank are eligible to participate.
- b) A committee shall be established consisting of two (2) persons designated by the Union and two (2) persons designated by the City, and the Director of Human Resources, who shall act as chairperson. The committee shall develop procedures for applying and granting of sick leave from the bank. The committee shall: (1) require a doctor's certificate regarding the illness; (2) limit to sixty (60), seventy-five (75) days for employees hired after 07-01-97, the number of days granted to any employee, in any given fiscal year (per (d) below); (3) consider the seriousness, nature and projected duration of the illness or disability involved; and (4) consider the applicant's prior record of sick leave use.
- c) The granting of any sick leave days shall be by majority vote of the committee members; the chairperson will vote only in the event of a tie vote. All votes shall be final.

- d) Any employee who has exhausted his or her sick leave may apply, in writing, to the Sick Leave Committee for a grant of sick leave from the sick leave bank. The number of days granted shall be determined by the committee but shall not exceed thirty (30) days. A written request for a second thirty (30) day grant may be submitted; however, the total number of days granted may not exceed sixty (60) days in a fiscal year, except for employees hired after 07-01-97, who shall be eligible for seventy-five (75) days in a fiscal year.
- e) In no case will an employee receive a sick leave donation when absent due to a work-related injury.
- f) Days from the sick leave bank may not be granted to employees who are permanently unable to return to work or who are not able to return to work within the reasonably foreseeable future, as determined by medical evaluation.
- g) Employees who reach the current sick leave accumulation cap of one hundred and fifty (150) days will have all days earned in excess of 150 deposited in the sick leave bank.
- h) In the event a request is made that would result in a negative balance to the bank, the City will honor the request.
- i) An employee who files a workers compensation claim, and at the time of filing has less than ten (10) sick leave days, may access the sick leave bank for leave not to exceed a total of ten (10) days, pending approval of the claim.

## **ARTICLE VIII** **WAGES**

### **SECTION 8.0**

The annual wages of employees covered by this Agreement shall be as set forth in Appendix A.

- A. Effective and retroactive to July 1, 2005, the wage rates in effect on June 30, 2005 will be increased by three percent (3%).
- B. Effective July 1, 2006, the wage rates in effect on June 30, 2006 will be increased by three percent (3%).

- C. Effective July 1, 2007, the wage rates in effect on June 30, 2007 will be increased by three percent (3%).
- D. Effective July 1, 2008, the wage rates in effect on June 30, 2008 will be increased by three percent (3%).

**SECTION 8.1**

Employees temporarily assigned to perform the duties of a position in a higher classification for a continuous period in excess of two (2) weeks shall be compensated for the work at the higher rate, retroactive to the commencement of the assignment, in accordance with the rule governing a promoted employee set forth in paragraph three (3) of Appendix A herein.

If the period extends beyond July 1, and the employee was assigned to the position before April 1, the employee shall receive a step increment if there is a step increment provided in the salary schedule for the higher classified position.

**SECTION 8.2**

Each employee shall receive longevity pay in accordance with the following:

After 10th Anniversary	\$350
After 15th Anniversary	\$450
After 20th Anniversary	\$550
After 25th Anniversary	\$650

Longevity payments will be made lump-sum during the month of December each year. An employee, who will be eligible for longevity during the fiscal year, will receive his/her longevity in December (ex. Employee with ten years as of February 20<sup>th</sup> during the fiscal year, will receive longevity pay in December, two months earlier. Conversely, an employee who reaches ten years as of August 20<sup>th</sup> will receive longevity in December, four months later). Pro rata payments shall be made upon termination, using July 1<sup>st</sup> as the date which the pro-rating begins (ex. employee who leaves in August will receive two-twelfths [2/12] of their annual longevity). Longevity shall be a component of an employee's pensionable annualized base rate.

**SECTION 8.3**

The City shall reimburse employees for mileage at the current IRS rate. Employees will submit a mileage log, provided by the City, on a monthly basis to be eligible for reimbursement. Additionally, employees will be reimbursed for parking fees, upon submission of receipt.

**SECTION 8.4**

The City reserves its right to switch to a bi-weekly payroll provided it does so with a total of at least four hundred (400) or more employees, including this bargaining unit.

**ARTICLE IX**  
**DISCIPLINARY PROCEDURES**

**SECTION 9.0**

The City of Stamford believes in a fair and progressive disciplinary process. All disciplinary actions shall be applied in a fair manner and shall not be inconsistent with the infraction for which the disciplinary action is being applied. The parties agree that certain violations may be of a more serious nature and the progressive steps of discipline outlined in Section 9.1 may not be adhered to in these cases.

**SECTION 9.1**

Disciplinary action shall normally include:

- a) oral warning
- b) written warning
- c) suspension without pay
- d) discharge

**SECTION 9.2**

All suspensions and discharges must be in writing with reason given and a copy given to the employee at the time of suspension or discharge.

**SECTION 9.3**

No employee shall be discharged or otherwise disciplined except for just cause.

**SECTION 9.4**

The parties agree that the disciplinary process outlined above supersedes and replaces all disciplinary procedures set forth in the Civil Service Personnel Procedures.

**ARTICLE X**  
**INSURANCE AND PENSION**

**SECTION 10.0 - Health Insurance**

The City agrees to provide medical benefits for each eligible individual employed under the terms of this collective bargaining agreement, along with their enrolled eligible

dependents, in accordance with a Point-of-Service (P.O.S.) plan design. The P.O.S. benefits provisions are set forth in Exhibit I attached to this Agreement.

An “eligible” employee is defined as an employee who works thirty-two (32) or more hours per week. Permanent part-time employees, hired after July 1, 1997, that work less than thirty-two (32) hours per week will only be eligible for individual insurance coverage. The health insurance benefits (including vision and dental) will be effective on the first of the month following the employees date of hire for employees hired before the 15<sup>th</sup> day of the month. Employees hired after the 15<sup>th</sup> day will be eligible for health insurance benefits the first day of the following month.

Effective upon the execution date of this agreement, the City will provide domestic partner benefits to same sex partners. The eligibility requirements (as outlined in Appendix F) will be established by the City. Further, the employee and his/her unmarried domestic partner must execute an affidavit in accordance with this provision. Qualifying individuals will be have their health insurance become effective the first of the following month if such enrollment and all required documents are submitted and approved prior to the 15<sup>th</sup> day of the month, otherwise, benefits will become effective the first of the following month.

**Potential Re-Opener on Co-payments for Prescriptions Only:**

If the City ratifies collective bargaining agreements effective on either July 1, 2007, or prior, which agreements contain changes in the co-payment for prescriptions only, of their respective health insurance plans with two City Unions, of which one (1) must be a major union (i.e. unions having more than one hundred and fifty (150) City employees); the City may, sixty (60) days thereafter, reopen negotiations with Local 2657 of Council 4 AFSCME, AFL-CIO, under the MERA statute then in effect.

Such re-opener negotiations shall be exclusive to the subject matter of co-payment amount for prescriptions only.

**SECTION 10.1 - Dental and Vision**

The City will provide a PPO dental plan as follows:

<u>Co-insurance</u>		<u>Deductibles</u>	
Class A Expense	100%	Class A	None
Class B Expense	80%	Class B & C	\$50/\$100
Class C Expense	75%		
Orthodontics	50%	Orthodontics	None
<u>Maximums</u>			
Annual Max	\$1,500/per covered dependent		

Orthodontics \$2,500 lifetime/per covered dependent

Effective January 1, 2006, Annual Dental Maximum increased to \$1,750/per covered dependent.

The City shall provide and pay for an optical plan, which shall yearly provide the following benefits for each employee and his/her dependents:

\$ 62.50	for eye exams
\$125.00	for eyeglass frames
\$ 55.00	for single lenses
\$ 90.00	for bifocal lenses
\$125.00	for progressive lenses
\$135.00	for trifocal lenses
\$225.00	for contact lenses (when medically prescribed)

Effective July 1, 2007, the Option Plan shall increase by ten percent (10%).

\$ 68.75	for eye exams
\$138.50	for eyeglass frames
\$ 60.50	for single lenses
\$ 99.00	for bifocal lenses
\$137.50	for progressive lenses
\$247.50	for contact lenses (when medically prescribed)

**SECTION 10.2 - Life Insurance**

A. Effective upon the execution of this agreement, the City shall provide and pay for one hundred thousand dollars (\$100,000) of a term life insurance policy for each employee.

B. The City shall provide to employees who are participating in the term life insurance program an entitlement of an additional one hundred thousand dollars (\$100,000) of life insurance, at a cost to the employee of three cents (\$.03) per week, per each thousand dollars of benefit, rounded to the nearest thousand.

C. For employees who retired prior to the execution date of this contract, the City will provide and pay for a life insurance policy in the face amount of six thousand dollars (\$6,000) for each active employee who elected to participate in the term life plan under a previous contract and who retired from the City. Effective July 1, 2001, in lieu of the six thousand dollar (\$6,000) insurance benefit, the retired employee's eligible beneficiary will receive a six thousand dollar (\$6,000) lump-sum pension bonus at time of death. Effective July 1, 2001, active employees are no longer eligible for such coverage upon retirement and may not enroll as a retired employee.

## **SECTION 10.3 - Retiree Insurance**

### **A. Retiree Benefits**

- i. Pre Age Sixty-Five (65): The City will make available to employees, including eligible dependents, who retire with a pension from the City of Stamford Classified Employee's Retirement Fund, the medical benefits plan made available to active employees from time to time, providing for hospital and medical benefits, but not including dental or vision benefits.
- ii. Post Age Sixty-Five (65): The City will provide supplementary coverage to Medicare, not including dental or optical, as outlined in the Summary Plan Description.

### **B. Retiree Costs**

- i. Cost to age 65: To receive medical coverage, the employee must pay one-third (33.33%) and the City will pay two-thirds (66.66%) of the cost of such P.O.S. plan.
- ii. Cost Post 65: The retiree must pay one-third (33.33%) of the cost for the supplementary coverage as referenced in Section A(ii) above.

Each employee, who retires and when sixty-five (65) years of age or older, shall receive premium reimbursement for coverage paid for under Medicare Part B. The cost of such coverage shall be borne by the City of Stamford Classified Employee's Retirement Fund.

## **SECTION 10.4 - Pension Benefits**

A. Each employee shall be and remain covered by the City of Stamford Classified Employees Retirement Fund, as described in Section C-7-30-1 through 11 of the Charter of the City of Stamford, as amended and revised, and as modified by the terms of this and previous collective bargaining agreements between the City and the Union.

B. The parties agree to consolidate the custodial and asset management of the CERF Plan, the Police Pension Plan, the Fire Pension Plan and the Custodians and Mechanics Pension Plans (all as outlined in the Charter of the City of Stamford, amended and revised and modified by the terms of their respective collective bargaining agreements).

C. The cost of actuarial and associated administrative expenses for the CERF will be paid for by the Plan.

D. The provisions of the classified pension fund as provided by Article X of this agreement will be modified to provide for non-work related disability pension eligibility for individuals with ten (10) or more years of credited service.

E. Effective July 1, 2001, the employee contribution to the CERF shall be three percent (3%) of the employee's base annual salary.

F. The Normal Retirement Date for employees covered by this agreement shall be age sixty (60) with at least ten (10) years credited service to the City, or age fifty-eight (58) with at least fifteen (15) years credited service to the City.

G. The reductions for early retirement under the CERF for employees covered by this agreement shall be reduced from the current fifty-five one hundredths (.55) of one (1) percent per month to twenty-five one hundredths (.25) of one percent per month, for the first thirty-six (36) months prior to the normal retirement date. Any time beyond the first thirty-six (36) months, shall be reduced by the current fifty-five one hundredths (.55) of one (1) percent per month.

H. Provided the requirements under Section 414(h) of the I.R.C. are met, the City will "pick-up" contributions in accordance with a 414(h) I.R.C. plan that will enable employees to have pension contributions deducted on a pre-tax basis.

I. The City will contribute to the CERF the amount actuarially necessary to fund the plan.

J. For an active member who, subsequent to January 1, 1996, has twenty-five (25) or more years of credited service, and thereafter dies from a non-service related cause, will have his/her spouse (if the spouse is the beneficiary) receive a death benefit calculated as if the member was eligible to retire as specified in Section K below, and as further amended through subsequent collective bargaining agreements.

K. Effective upon the execution date of this agreement, the CERF plan will be amended to provide employees covered by this collective bargaining agreement with an option allowing eligible employees to retire at twenty-five (25) years of credited service, regardless of age, without reductions.

L. Effective upon the execution date of this agreement, the CERF plan will be amended to provide that the definition of "base annual salary" will change from the average of the highest two (2) of the last five (5) years base annual salary to be the annualized base rate the employee is earning as of the date of his/her retirement.

M. Effective upon the execution date of this agreement, employees will be considered fully vested in their benefits after completion of five (5) years of credited service.

N. Effective upon the ratification and execution date of the contract, the City may, in its sole discretion, offer employees, with vacation and/or sick leave banks, who are eligible for pay-out, the following options, upon retirement:

- a. Exchanging up to a total of One Hundred (100) vacation/sick leave days for additional pension credit. The calculation will be based on twenty-five (25) vacation/sick leave days equating to an additional one percent (1%) added to his/her pension, up to a maximum of four percent (4%). No pension will exceed the maximum of seventy percent (70%); or
- b. Exchanging vacation leave days for a one-time, lump-sum pension bonus, equating to the dollar amount calculated by multiplying the number of days vacation/sick leave times their daily rate at time of retirement.

The cost of this section will be borne entirely by the City of Stamford Classified Employees Retirement Fund (CERF).

In the event the City elects not to offer the above options, employees eligible for sick leave pay-out, will be paid out for his/her accrued sick leave in accordance with Section 7.2 above.

O. Employees who retire after the ratification of this agreement will be covered by the provisions of the CITY OF STAMFORD CLASSIFIED EMPLOYEES RETIREMENT FUND ADJUSTMENT, attached hereto as APPENDIX G.

P. Military Service Buy-Back: Effective July 1, 2005, employees hired before July 1, 2005 who have served in the United States Military shall be given up to six (6) months to exercise an option to buy back up to a maximum of three (3) years of their service time, credited under the City of Stamford Classified Employees Retirement Fund (CERF) and allowed up to twenty-four (24) months in equal payroll deducted installments to pay for such credited service. The maximum of three (3) years of buy-back includes all previous time purchased. Such time shall not count toward vesting in the Fund, but shall be included in calculation of years of service.

Newly hired employees shall also be entitled to such buy-back credit with six (6) months to exercise the same option and twenty-four (24) months from their hire date, to pay for such service time up to a maximum of three (3) years. Such payments shall be made by payroll deduction.

#### **SECTION 10.5 - Employee Assistance Program**

The City shall establish and maintain an Employee Assistance Program (EAP). The provisions of the current program regarding confidentiality shall be maintained.

#### **SECTION 10.6 - Waiver of Medical, Dental and Vision Benefits**

An employee who is eligible for health benefits provided by the City and where such benefits are extended to his/her spouse and/or child(ren), the employee may voluntarily elect, subject to Section 125 of the Internal Revenue Code, to waive all medical/dental/vision benefits, and in lieu thereof, be remunerated an annual amount of

seven hundred and fifty dollars (\$750), provided the employee has notified the Benefit Manager's Office during the enrollment period. Effective January 1, 2002, the waiver amount will be increased to One Thousand Dollars (\$1,000). In order to be eligible for this annual payment, the employee must provide evidence of similar coverage under another group health benefit program. If an eligible employee has waived his/her insurance benefits the previous year, and does not notify the Benefit Manager's Office of his/her selection for the coming fiscal year, the waiver will remain in effect. Payment for the waiver will be made in two (2) equal installments, six (6) months apart (January and July).

An eligible employee choosing this option shall be able to rescind such option during the annual open enrollment window period, or as a result of a change in "family status". A change in "family status" results from the eligible employee's marriage, divorce, birth or adoption of a child, death of a spouse or child, or the loss of other health benefit coverage. An employee wishing to change this waiver option must give the Benefit Manager's Office at least fifteen (15) days advance written notice. If such option is rescinded, all prior rescinded coverage will become effective at the beginning of the month following the written notice to reinstate such coverage. An eligible employee, who reinstates health benefits during the medical plan year must reimburse the City the money received for waiving such insurance coverage. In lieu of a lump sum re-payment, an employee may elect to reimburse the City in weekly installments through payroll deduction, over a six (6) month period. An employee whose spouse is also employed by the City of Stamford and eligible for the same health insurance benefits is not eligible for this waiver payment.

### **SECTION 10.7 - Employee Contributions**

A. Effective July 1, 2005 employees shall continue to contribute, pursuant to Internal Revenue Code Section 125, on a pre-tax payroll deduction basis ten percent (10%) of the premium equivalent rate for their single, two person (two (2) times single coverage), and family coverage (two and one-half (2 ½) times single coverage), respectively for the medical, dental, vision and prescription drug benefits which are in effect on July 1, 2005. Deductions shall be made in equal amounts from each payroll check. It is presumed that as a member of the bargaining unit, individual payroll deduction authorizations are not required due to their representation by the Union and the mandatory requirement of the employee to be eligible for medical, dental and vision benefits. The Union agrees that the premium rate equivalent shall be established by the third party administrator consistent with its methodology for calculating such rates. The Union shall be notified in advance of any changes in premium rate.

B. Effective July 1, 2007, employees shall continue to contribute, pursuant to Internal Revenue Code Section 125, on a pre-tax payroll deduction basis eleven percent (11%) of

the premium equivalent rate for the medical, dental, vision and prescription drug benefits as described above which are in effect on July 1, 2007. Deductions shall be made in equal amounts from each payroll check. It is presumed that as a member of the bargaining unit, individual payroll deduction authorizations are not required due to their representation by the Union and the mandatory requirement of the employee to be eligible for medical, dental and vision benefits. The Union agrees that the premium rate equivalent shall be established by the third party administrator consistent with its methodology for calculating such rates. The Union shall be notified in advance of any changes in premium rate.

C. Effective July 1, 2008, employees shall continue to contribute, pursuant to Internal Revenue Code Section 125, on a pre-tax payroll deduction basis twelve percent (12%) of the premium equivalent rate for the medical, dental, vision and prescription drug benefits as described above which are in effect on July 1, 2008. Deductions shall be made in equal amounts from each payroll check. It is presumed that as a member of the bargaining unit, individual payroll deduction authorizations are not required due to their representation by the Union and the mandatory requirement of the employee to be eligible for medical, dental and vision benefits. The Union agrees that the premium rate equivalent shall be established by the third party administrator consistent with its methodology for calculating such rates. The Union shall be notified in advance of any changes in premium rate.

### **SECTION 10.8 - Administration of Benefits**

The City will provide the medical, dental, vision and/or prescription drug benefits as set forth in this agreement through a properly licensed insurance company in the state of Connecticut, or through an alternative self-insured arrangement. If benefits are self-insured by the City, employees shall have all claims adjudicated in conformance with applicable confidentiality standards, along with the same internal rights of appeal extended by the service provider as if the benefits were insured. In no event shall, the coverages and benefits provided through an alternative insurance carrier, managed care vendor, either self-insured or self-administered will be less than the benefits and coverages as set forth in Exhibit I. The size and scope of a preferred provider network of physicians, hospitals, dentists, optometrists, etc. shall not be a factor in determining the duplication of benefits by an insurance carrier or managed care vendor. It is agreed that an alternative insurance carrier or managed care vendor can be selected by the City provided that the new insurance carrier or managed care vendor network includes seventy (70%) percent of the hospitals and physicians in Fairfield County of the original preferred provider network of hospitals and physicians. The City retains the sole and exclusive right to select and/or change insurance carriers or managed care vendors. The City shall review any proposed changes with the Union prior to implementation, and if there is a disagreement on the level of benefits, coverages or services provided with the

proposed insurance carrier and/or managed care provider, the Union may submit the issue to binding arbitration.

### **SECTION 10.9 - Flexible Spending Accounts**

The City shall make available under IRS Section 125, a pre-tax Medical Reimbursement Account, Dependent Care Reimbursement Account (up to a maximum of \$5,000 per year, or as allowed by the Internal Revenue Code) and pre-tax employee health insurance premiums to the extent allowed by law.

## **ARTICLE XI** **WORKING RULES, UNION ACTIVITIES**

### **SECTION 11.0**

Time off with pay shall be granted to four (4) employees for purposes of negotiations with the Employer.

### **SECTION 11.1**

If any section, sentence, clause or phrase of this Agreement shall be held for any reason to be inoperative, void or invalid, the validity of the remaining portions of this Agreement shall not be affected thereby, it being the intention of the parties in adopting this Agreement that no portion thereof, or provision herein shall become inoperative or fail by reason of invalidity of any other portion or provision and the parties do hereby declare that it would have severally approved of and adopted the provisions contained herein, separately and apart from the other.

### **SECTION 11.2**

Effective and retroactive to July 1, 2001, the City shall provide an MAA Training and Tuition Fund in the amount of Thirty Five Thousand Dollars (\$35,000) per fiscal year, for those employees meeting the requirements contained herein. Any monies remaining in the fund as of June 30<sup>th</sup> of each fiscal year will be forfeited.

The fund will be administered by two (2) representatives from the union and two (2) representatives from the City. Training requests shall be approved on the basis that the training will allow the employee to enhance his/her current skills or proficiency and enable them to enhance their job performance or provide skills enhancement that will directly assist their ability for promotional opportunities. Tuition requests shall be approved on the basis that the courses are directly related to the employee's current position or directly related to the qualification criteria for a higher related position within the bargaining unit. Such request and approval must be obtained prior to the individual enrolling for the course(s) and must be approved by a majority of the training and tuition fund committee, and such decision shall be final and not subject to the Grievance and

Arbitration Procedure. Requests may be approved or denied without regard to tuition reimbursement past practice. Reimbursement will be paid upon receipt of evidence of satisfactory completion of the course(s) with a grade of C or better. Probationary employees are not eligible for tuition and book reimbursement. An employee must still be employed by the City to be eligible to receive the reimbursement.

## **ARTICLE XII** **GRIEVANCE PROCEDURE**

### **SECTION 12.0**

Step One: In the event that any employee shall be disciplined, suspended, discharged or reduced in grade and the employee feels that such action was taken without just cause or; in the event a dispute shall arise concerning the interpretation of performance of this contract, an employee or his Union representative may attempt to adjust the matter with his Department Head within ten (10) working days after the action was taken or the dispute arose. Within five (5) working days after the Department Head receives such grievance, he shall arrange to meet with the affected employee or his Union representative.

### **SECTION 12.1**

Step Two: If within ten (10) working days after such meeting, the matter has not been resolved, the employee or his Union representative may present the grievance, in writing, to the Director of Human Resources, or his designee, who shall arrange a meeting within ten (10) working days of receipt of the grievance.

### **SECTION 12.2**

Step Three: If within ten (10) working days after such meeting the matter has not been resolved, the Union representative may petition the State Board of Mediation and Arbitration for arbitration within twenty (20) days after the expiration of the said ten (10) days. The Board shall hear and act upon the matter in accordance with its rules and regulations and the decision of the Board shall be final and binding on all parties. The arbitrators may not add to or subtract from the contract, but their decision shall be based solely on the terms of the contract.

### **SECTION 12.3**

The procedures contained in this Article XII shall be the sole and exclusive procedures for settling disputes or appealing from disciplinary actions, suspensions, discharges, or

demotions. Nothing herein shall diminish the statutory rights of the Union or individual employees.

#### **SECTION 12.4**

The time limits described in this section may be waived by agreement of the parties to this Agreement.

#### **SECTION 12.5**

One (1) steward and the grievant shall be granted time off with full pay for grievance hearing at Step 1 of the grievance procedure. One (1) steward, one (1) officer, and the grievant shall be granted time off with full pay for grievance hearings at all subsequent steps if the grievance is not settled at Step 1.

### **ARTICLE XIII** **ADA COMPLIANCE**

#### **SECTION 13.0**

Nothing in this Agreement shall prohibit the City from taking steps to comply with the requirements of the Americans with Disabilities Act (ADA).

### **ARTICLE XIV** **DRUG AND ALCOHOL POLICY**

#### **SECTION 14.0**

All employees are covered by the City of Stamford Drug and Alcohol Policy incorporated herein as Appendix B.

### **ARTICLE XV** **FAMILY AND MEDICAL LEAVE**

Family and medical leave requests shall be governed in accordance with the federal Family and Medical Leave Act. The City is not responsible for providing health insurance benefits beyond that required by law. Employees requesting leave, under the FMLA, for medical purposes (their own or a family member designated under the FMLA), or for the birth/adoption of a child, or the placement of a foster child, must use all accrued paid leave time (vacation, sick and personal) prior to receiving leave without pay. Except that, an employee can preserve two (2) weeks of vacation leave, provided that said vacation can not be used within one (1) month of the end of a family medical

leave. Such paid leave time shall be counted towards the twelve (12) weeks allowed under the FMLA.

## **ARTICLE XVI** **MANAGEMENT RIGHTS**

### **SECTION 16.0**

All statutory and inherent managerial rights, prerogatives, and functions are retained and vested exclusively in the City, including but not limited to the rights, in accordance with its sole and exclusive judgment and discretion, to recruit, select, train, promote, discipline, transfer, layoff and discharge personnel; determine the number and type of positions and organizational structure required to provide services; define the duties and responsibilities of each position and of each department; acquire and maintain essential equipment and facilities required to conduct the business of providing public services; contract for services with other units of government and/or private contractors for the provision of services to or by the City; establish and amend policy, procedures, rules and regulations regarding employee standards of conduct and the manner in which work is performed; perform the tasks and exercise the authorities granted by statute, charter and ordinance to municipal corporations. The City's failure to exercise any right, prerogative, or function hereby reserved to it, or the City's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the City's right to exercise such a right, prerogative or function or preclude it from exercising the same in some other way.

## **ARTICLE XVII** **DURATION**

### **SECTION 17.0**

Upon approval of the Board of Representatives of the City of Stamford this Agreement shall go into effect on July 1, 2005, except as otherwise provided for herein. It is understood that the retro-activity does not apply to overtime, premium time, differential, holiday or any payment other than basic wages and longevity.

### **SECTION 17.1**

This Agreement shall remain in full force and effect up to and including June 30, 2009. It is understood and agreed that all matters subject to collective bargaining between the parties have been covered herein and that it may not be opened before said date for change in its terms or additions of new subject matter.

### **SECTION 17.2**

The Union shall submit in writing to the City, no later than one hundred and twenty (120) days prior to June 30, 2009, its proposals for renewal and modification of this Agreement. The parties agree that after receipt of such proposals they will promptly enter into negotiation with respect to such renewal or modification with the objective of completing same as soon as possible.

IN WITNESS WHEREOF, the parties have caused their names to be signed on the \_\_\_\_\_ day of \_\_\_\_\_, 2005

**FOR THE CITY OF STAMFORD**

**LOCAL 2657, COUNCIL #4  
AFSCME, AFL-CIO**

\_\_\_\_\_  
Dannel P. Malloy  
Mayor

\_\_\_\_\_  
Peter Lucia  
President

\_\_\_\_\_  
Dennis C. Murphy  
Director of Human Resources

\_\_\_\_\_  
Nick D'Andrea  
Staff Representative, AFSCME Council #4

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Antonio Iadarola  
Negotiating Team Member

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Robert Ruskowski  
Negotiating Team Member

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Barbara Yantora  
Negotiating Team Member

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**APPENDIX A**  
**MAA SALARY SCHEDULE**

**RULES GOVERNING STEP MOVEMENT:**

- 1) All employees who are employees of the City of Stamford upon becoming employees included within this bargaining unit shall be placed in step closest to but higher than their present rate of pay.
- 2) Effective July 1, 1980, and each year thereafter, employees shall advance one (1) step until they reach the highest step.
- 3) Promoted employees shall be placed in their new salary grade at a step which is closest to but greater than their present rate of pay. In the event that this placement

results in less than a ten percent (10%) raise above their present rate of pay, then they shall be placed at the next higher step but not above the maximum for the salary grade.

- 4) Demoted employees shall be placed in the step closest to their current rate of pay.







**APPENDIX B**  
**City of Stamford Drug and Alcohol Policy**

**I. Policy**

The City of Stamford and the Union recognize that illegal use of drugs and abuse of alcohol are a threat to the public welfare and a safe work environment. Moreover, it is understood that illegal drug use and alcohol abuse severely lowers productivity and quality of work performed. Therefore, the City and the Union will take steps necessary to eliminate illegal drug use and alcohol abuse, including but not limited to drug and alcohol testing, education and drug rehabilitation. As the initial goal of this Drug and Alcohol Policy, and in order to facilitate rehabilitation, the City shall provide assistance towards rehabilitation for any member who seeks such assistance from the City in overcoming an addiction to, dependence on, or problem with drugs and/or alcohol.

**II. Definitions**

- A. Alcohol or Alcoholic Beverages - Any beverage that has an alcohol content.
- B. Drug - Any substance (other than alcohol) capable of altering the mood, perception, pain level or judgment of the individual consuming it.

- C. Prescribed Drug - Any substance prescribed, for the individual consuming it, by a licensed medical practitioner.
- D. Illegal Drugs - Any drug or controlled substance, the sale or purchase and consumption of which is illegal.
- E. Supervisor - The employee's immediate supervisor.
- F. Employee Assistance Program (EAP) - An employee assistance program provided by the City of Stamford.
- G. Tardiness - Documented late four (4) times to work in one year starting on the date of the first occurrence.
- H. Drug Test - The compulsory production and submission of urine by employee in accordance with policy procedures as herein set forth, for chemical analysis to detect prohibited drug use.
- I. Reasonable Suspicion - The quantity of proof or evidence that is more than a mere hunch, but less than probable cause. Reasonable suspicion must be based on specific, objective facts and any rationally derived inferences from those facts about the conduct of an individual that would lead the reasonable person to suspect that an individual is or has been using illegal drugs or alcohol while on or off work time. Reasonable suspicion includes, but is not limited to:
  1. Involvement in a fatal or serious bodily injury accident or in an accident involving substantial damage (exceeding \$50,000.00) on-duty; or
  2. An observable phenomena, such as direct observation of drug/alcohol use or the physical symptoms of being under the influence of a drug/alcohol; or
  3. A pattern of abnormal conduct or erratic behavior; or
  4. An arrest and conviction of a drug related offense; or
  5. Information provided by reliable and credible sources that have been independently corroborated.
- J. Medical Review Officer - A licensed physician with knowledge of substance abuse disorders. This officer will be jointly agreed upon by the City and the Union.
- K. monitor - To oversee in strictest of confidence an employee progress in a rehabilitation program in an effort to determine employees eligibility for continued employment.

### III. Education and Information

- A. All employees shall be informed and given a copy of the City's Drug and Alcohol Testing Policy. All newly hired employees will be provided with this information. Prior to any testing, the employee will be required to sign the attached consent and release form. Employees who voluntarily come forward and ask for assistance to deal with a drug or alcohol problem shall not be disciplined by the City, unless such action is motivated by an ordered drug/alcohol test, or there is other misconduct.
- B. All supervisors will be trained on the standards of "reasonable suspicion" and all aspects of this policy, prior to its implementation.

### IV. Prior to Implementation of Policy

- A. Any employee that feels that he or she has developed an addiction to, dependence upon, or problem with alcohol and/or drugs, legal or illegal, is encouraged to seek assistance. Entrance into the Employee Assistance Program (EAP) can occur by self-referral, recommendation, or referral by supervisor upon the member's request.
- B. Requests for assistance by any of the above will remain confidential between the employee and the employee assistance personnel.
- C. The Medical Review Officer will be the only member to monitor an individual's progress through the Employee Assistance Program.
- D. Rehabilitation itself is the responsibility of the employee. Every attempt will be made by employees to schedule rehabilitation and counseling during non-working hours.
- E. To be eligible for continuation of employment, the employee must provide through the Employee Assistance Program that he/she is continuously enrolled in a treatment program and actively participating in that program.
- F. Upon successful completion of treatment, and a written statement to that effect to the Department, the member shall be returned to active status without reduction in pay or seniority.

## V. **Violations**

### A. **Alcoholic Beverages**

- 1. No alcoholic beverages will be brought into or consumed while on duty.
- 2. Drinking or being under the influence of alcoholic beverages while on duty may subject the employee to discipline, up to and including termination.
- 3. Any member whose off-duty use of alcohol leads the City to reasonably suspect that it is resulting in excessive absenteeism or tardiness or inability to perform duties in a satisfactory manner, may be referred to the Employee Assistance Program for rehabilitation in lieu of or in conjunction with disciplinary action being taken. In the event the employee refuses or fails rehabilitation, disciplinary action for the violation committed may be imposed, up to and including termination of employment.

### B. **Prescription Drugs**

- 1. Any member under long term use of a prescription drug, which may affect the performance of his/her job duties, shall notify his/her Department Head.
- 2. No prescription drug shall be brought upon the work premises by any person other than the person for whom the drug is prescribed, by a licensed medical practitioner, and shall be used only in the manner, combination and quantity prescribed.

3. Any employee whose use of prescription drugs results in any violation of the rules and regulations of the City including, but not limited to, excessive absenteeism or tardiness, or inability to perform duties in a satisfactory manner, may be referred to the Employee Assistance Program for rehabilitation in lieu of or in conjunction with disciplinary action being taken. In the event the employee refuses or fails rehabilitation, disciplinary action for the violation committed may be imposed, up to and including termination of employment.
4. No employee shall ingest any prescription drugs in amounts beyond the recommended dosage.

C. Illegal Drugs

1. The use of an illegal drug, or controlled substance, or possession of them on or off-duty is cause for immediate termination.
2. The sale, trade or delivery of illegal drugs, or controlled substances by an employee to another person, will subject the employee to termination and referral to law enforcement authorities.

V. Procedures

The procedures relative to employees thought to be using, possessing, or under the influence of alcohol or chemicals while on-duty shall be as follows:

- A. All employees shall report to their places of employment fit and able to perform their required duties and shall not by any improper act render themselves unfit for work.
- B. A supervisor who has reasonable suspicion to believe an employee is under the influence of drugs, alcohol, or chemicals, shall immediately notify the Department Head or the highest authority in the department available and stop the employee from conducting any further work.
- C. Both the immediate supervisor and the Department Head, if available, will interview the employee. After the interview, if both supervisors concur that there is reasonable suspicion that the employee is under the influence of alcohol, drugs, or chemicals, the employee shall be taken to the facility at the time which does a urine analysis, or can have the testing lab send a person qualified to take a urine specimen into custody, to the station where the employee is assigned. The employee upon request, shall be entitled to the presence of a Union Representative before testing is administered.
- D. Both supervisors shall document reasons and observations while the cause is still fresh in their minds and the details can be recalled.
- E. If an employee believes his/her supervisor may be under the influence of drugs, alcohol, or chemicals, he/she shall immediately notify the individual's superior officer in the chain of command. The individual believed to be under the influence shall be governed by the same rules and standards set forth under this policy.

- F. If the employee is willing to sign the appropriate release form, the lab or urine specimen custodian shall retrieve in a proper manner and place the urine specimen and shall perform a drug and alcohol test.
- G. It should be made clear to the employee before he/she signs the release form that the results will be made available to the Department head and may be used for rehabilitation and/or disciplinary action of the employee.
- H. If the employee refuses to submit to the test, the test result shall be deemed “positive” and appropriate disciplinary action will be taken.
- I. The results, if positive, will be forwarded to the Medical Review Officer who shall examine alternate medical explanations for any positive test result. This action could include conducting a medical interview with the individual, review of the individual’s medical history, or review of any other relevant biomedical factors. The Medical Review Officer shall review all medical records made available by the tested individual when a confirmed positive test could have resulted from legally prescribed medication.
- J. A split sample shall be reserved in all cases for an independent analysis in the event of a positive test result. All samples must be stored in a scientific acceptable preserved manner as established by \_\_\_\_\_. All positive confirmed samples and related paperwork must be retained by the laboratory for at least six (6) months or for the duration of any grievance disciplinary action or legal proceedings, whichever is longer. At the conclusion of this period, the paperwork and specimen shall be destroyed as allowed by law.
- K. Upon the confirmation of a positive test result, the employee shall be enrolled in a Primary Care Rehabilitation Program. The Director shall be notified. The type of treatment and the length of the program shall be determined jointly by the Director of the Employee Assistance Program (EAP) and the facility providing the care. Any and all costs incurred above and beyond that which is covered by the employee’s insurance policy shall be paid for by the City of Stamford.
- L. If confirmatory testing results are negative, all samples shall be destroyed and records of the testing expunged from the employee’s file, as allowed by law.
- M. During the rehabilitation period, an employee’s position shall be protected, further seniority shall not be infringed. This protection shall only be available to employees during rehabilitation periods.
- N. The primary care program shall make the determination as to the time and program of after-care (out patient care) needed by the patient. The City of Stamford shall incur all expenses after exhaustion of all medical insurance.

- O. Rejection of treatment, or failure to complete all aspects of the program, including attendance to all follow-up maintenance meetings shall subject the employee to termination.

**VII. Discipline**

After all reviews and split sample testing (when requested) has occurred, the following shall apply for positive test results:

- A. The first positive test will result in a three (3) day unpaid suspension with a mandatory referral to EAP. A treatment program will be developed by the provider. The employee shall be obligated to continue and complete the requirements of the program as a condition of continued employment. The employee shall also be subject to random testing over the next two (2) years, or as required by the rehabilitation program, whichever is longer.
- B. If the employee tests positive for a second time, the employee shall be suspended for five (5) days and be re-evaluated by the EAP provider. The employee shall be required to follow the recommended treatment program and be subject to follow-up drug and alcohol testing.
- C. If an employee tests positive for a third time, the employee shall be terminated.
- D. This agreement does not limit the City's ability to impose more severe discipline, up to and including termination, for underlying misconduct beyond the positive drug and alcohol test.
- E. If the employee refuses to take the test, or does not show up for the test, it will be considered a positive test for the purpose of this agreement.

**VIII. Random Testing**

Except as required by statute for employees with a Commercial Drivers License, random or mass testing is prohibited except for members enrolled in active or after-care programs and probationary employees, or as allowed by law.

**IX. Laboratory**

- A. The City shall use a NIDA certified lab. For the purposes of determining a positive test under the provisions of this policy, the cutoff levels/values shall be set by \_\_\_\_\_.
- B. The City will be required to keep the results confidential and it shall not be released to the general public, unless ordered by the courts.

**X. Changes in Testing Procedures**

The parties recognize that during the life of this agreement, there may be improvements in the technology of testing procedure which provide more accurate testing. In the event, the parties will discuss whether to amend this procedure to include such improvements.

**XI. Right of Appeal**

The employee has the right to challenge the results of the drug or alcohol test and any discipline imposed.

**XII. Union Hold Harmless**

This drug and alcohol testing program was initiated at the request of the City. The City assumes sole responsibility for the administration of this policy and shall be solely liable for any legal obligations and costs arising out of the provisions and/or application of this collective bargaining agreement relating to drug and alcohol testing.

The Union shall be held harmless for the violation of any worker rights arising from the administration of the drug and alcohol testing program.

The individual members of the Union will be solely responsible for their individual actions.

**APPENDIX C**  
**Exempt Employees**

Administrative Assistant – Health  
Administrative Assistant – Land Use  
Administrative Manager - WPCA  
Administrative Services Bureau Chief  
Assessor  
Assistant Administrator - Smith House  
Assistant City Engineer  
Assistant Director of Information Services  
Assistant Supervisor - Liquid Waste  
Building Official  
Capital Projects Administrator  
City Engineer  
Client/Server Administrator  
Community Development Director  
Controller  
Data Base Administrator  
Deputy Chief Building Official  
Desktop Administration Manager  
Director of Assessment and Taxation  
Director of Emergency Services  
Director of Environmental Inspections

Director of Mandated Services  
Director of Nursing - Public Health  
Director of Nursing - Smith House  
Executive Director – Environmental Protection Board  
Executive Director - Land Use Bureau  
Facilities Manager  
Fleet Manager  
Grants Officer  
Human Resources Generalist  
Information Services Director  
Laboratory Director

**APPENDIX C (continued)**

Land Use Administrative Officer  
Network Administrator  
OPM Director  
OPM Management Analyst  
Payroll Supervisor  
Personnel Specialist  
Planning and Zoning Director  
Principal Planner  
Productivity & Benchmark Manager  
Public Affairs Officer  
Public Services Bureau Chief  
Purchasing Agent  
Revenue Service Manager  
Risk Manager  
School Facilities Manager  
Senior Management Analyst  
Social Services Commission Coordinator  
Supervisor of Highways  
Supervisor of Solid Waste  
Supervisor – Water Pollution Control Bureau  
Technical Field Services Manager

Traffic Engineer  
Water Pollution Control Authority Bureau Chief

**APPENDIX D**  
**Exempt Employees Eligible for Additional Compensation**

Accountant – Controllers Office  
Administrative Assistant – Board of Representatives  
Administrative Officer  
Administrative Officer-WPCA/Sewer Commission  
AIDS Program Coordinator  
Assistant Director of Nursing  
Benefits Manager - BOE  
Buyer  
CAMA Manager/Special Assistant Assessment  
Chemist  
Computer Networker  
Computer System Administrator - ECC  
Computer Systems Analyst  
Coordinator of Inspections and Plan Review  
Customer Services Supervisor  
Delinquent Revenue Collector  
Director of Food Services  
Director of Maintenance and Housekeeping  
Director SHAPE - Health Department  
Director of Therapeutic Recreation - Smith House  
Director of Youth Services Bureau  
Executive Assistant - Corporation Counsel

Golf Course Manager  
Ice Rink Manager  
Junior Accountant  
Management Analyst  
Manager of Applications Support  
Office Manager - Smith House  
Operations Program Specialist II  
Personnel Analyst II – Benefits  
Personnel Analyst II – Exams  
Program Director - Smith House  
Safety & Training Officer  
Senior Executive - Business Recruitment  
Signal System Engineer  
Superintendent of Recreation  
Supervisor of Vehicle Maintenance  
Taxation Services Supervisor  
Traffic and Parking Supervisor  
Transportation Planner

**APPENDIX E**

**Non-Exempt Employees**

Animal Control Manager  
Assistant Chemist  
Assistant Director of Food Services  
Assistant Program Director - Smith House  
Assistant Town Clerk  
Case Manager  
Deputy Registrar of Voters  
Director of Volunteers – Smith House  
Energy/Utility Technician  
Fleet Foreman  
Landscape Specialist  
Operations Foreman  
Operations Program Specialist  
Operations Supervisor  
Transportation Manager  
Tree Supervisor  
Superintendent of Greens

Employees hired into hourly positions after July 1, 1997 will be required to work the hours outlined in Article 4.0, Section B.

**APPENDIX F**  
**Domestic Partner Benefits**

Couple covered: A couple shall be eligible for domestic partner status only if the couple is unable to marry in Connecticut because Connecticut's marriage provisions distinguish between same sex and opposite sex couples. Should eligibility to marry in Connecticut no longer be precluded on the basis of this distinction, the following provision shall cease to be effective on that date, except that coverage for couples having already achieved domestic partner status under the terms of this provision shall cease one (1) year from that date.

The term "spouse" used anywhere in the health insurance section of this agreement shall be deemed to include a covered person's unmarried domestic partner who has executed an affidavit in accordance with this provision. An employee wishing to change his/her health insurance status based upon being in a domestic partnership must execute an affidavit with the employer, together with appropriate evidence of joint residency and mutual dependence. The affidavit shall certify under the penalty of perjury that he or she:

1. Is in a relationship of mutual support, caring and commitment, and intends to remain in such relationship for the indefinite future.
2. Is not married to anyone else.
3. Is his/her domestic partner's sole domestic partner, and vice versa.
4. Is not related by blood to the domestic partner closer than would bar marriage in the State of Connecticut.
5. Is at least 18 years of age and competent to contract.
6. Shares a legal residence with his/her domestic partner, and has shared a common legal residence for at least 12 months prior to the execution of the affidavit.

7. Is jointly responsible with his/her domestic partner for maintaining the common household.
8. Will inform the City promptly if there is any change in the status of the domestic partnership.

The evidence of mutual dependence shall be any two (2) of the following:

- ownership of a joint bank account
- ownership of a joint credit card
- evidence of a joint obligation on a loan
- a joint mortgage or lease
- joint ownership of a residence
- evidence of a common household (household expenses, e.g. utility bills, telephone bills, joint public assistance budget, etc.)
- joint ownership of motor vehicle
- execution of wills naming each other as executor and/or beneficiary
- joint ownership or holding of investments
- granting each other durable power of attorney
- granting each other powers of attorney
- evidence of other joint responsibility

**APPENDIX G**  
**CERF RETIREMENT FUND ADJUSTMENT**

This Agreement, CITY OF STAMFORD CLASSIFIED EMPLOYEES RETIREMENT FUND ADJUSTMENT, dated January 8, 2002, is entered into in accordance with the provisions of Section 10.4, of the July 1, 2001 - June 30, 2005 Collective Bargaining Agreement between the CITY OF STAMFORD and LOCAL #2657 OF COUNCIL#4, AFSCME, AFL-CIO.

Effective January 1, 2000, all active members who thereafter retire (Member) shall be eligible to receive the following benefits:

- 1.** An adjustment, based upon the plan's "Average Annual Return" as defined herein, in pension benefits payable to each Member, commencing January 1, 2003, retroactive to July 1, 2002, who has attained age 62 and has received or has been credited with at least twelve monthly pension payments prior to July 1, 2002.
- 2.** Thereafter on January 1 of each third year (effective date), retroactive to the prior July 1, the pension benefit payable to each member who has attained age 62 and has received or has been credited with at least twelve monthly pension payments prior to said July 1 of each third year (Eligible Member) shall be adjusted.
- 3.** The adjustment shall be based upon the average annual investment return (Average Annual Return) earned by the City of Stamford Classified Employees Retirement Fund for the 36 month period ending on July 1, six months prior to the Effective Date of the adjustment. The Average Annual Return shall be determined by the Plan's Trustee using the dollar weighted rate-of-return methodology. The Average Annual Return shall be determined as the geometric average of the annual return of each of the three years.
- 4.** An adjustment account will be established as of July 1, 1999 with a zero balance. Beginning July 1, 2002, and on July 1 of each third year thereafter, the adjustment account balance will be re-determined as follows:

- a. The adjustment account balance will equal the adjustment account balance as of the July 1 three years prior plus Item b(1)(c) less Item b(ii)(c) plus Item C minus Item d.
  - b. The adjustment account will be credited or debited for investment performance, as follows:
    - 1. If the average Annual Return is greater than 10%, the adjustment account will be credited as follows:
      - i. Subtract 10% from the Average Annual Return.
      - ii. Multiply the result in item (i) by 50%.
      - iii. Multiply the result in item (ii) by the pension benefit obligation for each Member receiving or who is credited with monthly pension payments as of the July 1 six months prior to the Effective Date.
    - 2. If the Average Annual Return is less than 6%, the adjustment account will be debited as follows:
      - i. Subtract the Average Annual Return from 6%.
      - ii. Multiply the result of item (i) by 50%.
      - iii. Multiply the result in item (ii) by the pension benefit obligation for each Member receiving or who is credited with monthly pension payments as of the July 1 six months prior to the Effective Date.
    - 3. If the Average Annual Return is greater than or equal to 6% and less than or equal to 10% no credit or debit will be made to the adjustment account.
  - c. The adjustment account will be credited with the Average Annual return for each of the prior three years.
  - d. The adjustment account will be debited for adjusted pension payments (including interest at the Average Annual Return Rate) paid during the prior three years.
5. The percentage increase equals Item (a) less Item (b) divided by Item (c).
- a. The adjustment account balance as of the July six months prior to the Effective Date of the adjustment.

- b. The pension benefit obligation as of such July 1 for prior year adjustments of all Eligible Members.
- 6. The pension adjustment will be the percentage increase multiplied by the amount currently being paid to Eligible Members subject to the following limitations:
  - a. If the percentage increase is greater than 4%, the percentage increase will be limited to 4%. Any excess adjustment account credit from Item 4(b)(1)(iii) will remain in the adjustment account.
  - b. If the percentage increase is negative, no adjustment will be made. Any excess adjustment account debit from Item 4(b)(1)(iii) will remain in the adjustment account.
- 7. The pension benefit obligation will be determined by the plan's actuary in accordance with actuarial assumptions with respect to interest and mortality as used in the most recent actuarial valuation report. Pension benefit obligation will have the meaning as such time is defined in Government Accounting Standards Board Statement No. 5.
- 8. The adjustments referred to above shall be fully applicable to the eligible survivors of deceased Members as of the Effective Date such Member became or would have become an Eligible Member.

C. A copy of this written agreement will be filed with the Plan Trustees (Amendment and Declaration of Trust dated June 16, 1971). The Trustees shall formulate, adopt and promulgate in good faith investment plans, programs and decisions, in accordance with the Declaration of Trust provisions which in their opinion are desirable to facilitate the administration of the Plan consistent with the intent and provisions of this agreement.

D. This agreement, CITY OF STAMFORD CLASSIFIED EMPLOYEES RETIREMENT FUND ADJUSTMENT, dated \_\_\_\_\_, shall be incorporated into the parties' Collective Bargaining Agreement, as amended.

Included in Appendix D is an example illustrating calculations for earned Classified Employees pension adjustments.

E. Notwithstanding anything contained herein to the contrary, it is specifically agreed by the parties that nothing contained herein shall prevent any increase to current retiree benefits based upon any voluntary negotiations and agreement of the parties or by operation of law.

First Adjustment

Plan Assets: \$70,000  
 Pension Benefit

Obligation:	70,000.00 = 63,000,000 active divided by pre-99 retirees 7,000,000 retired on or after 1/1/99 1,750,000 over age 62 & retired 12 mos.
Average annual return	12%
Adjustment account credit	1% x 7,000,000 = 70,000
Adjustment account	0 divided by 70,000 = 70,000
Pension adjustment	70,000/1,750,000 = 4%

Second Adjustment

Plan assets:	\$78,000,000
PBO:	75,000,000 = 67,000,000 active divided by pre-99 retirees 8,000,000 retired on or after 1/1/99 2,000,000 over age 62 & retired 12 mos.
Average annual return	14%
Adjustment account credit	2% x 8,000,000 = 160,000
Adjustment account	70,000 - 7,000 divided by 9,300 divided by 160,000 = 232,300 (prior year balance - benefits paid divided by investment return divided by credit)
PBC for prior adjustments	68,300
Pension adjustment	(232,300 - 68,300)/2,000,000 = 8.2% 4% cap applicable

Third Adjustment

Plan assets	\$78,000,000
PBC	80,000,000 = 70,000,000 active divided by pre-99 retirees 10,000,000 retired on or after 1/1/99 2,500,000 over 65 retired 12 mos.
Average annual return	4%
Adjustment account	-1% x 10,000,000 = 100,000
Adjustment account	232,300 - 14,800 divided by 9,000 - 100,000 = 126,000
PBO for prior adjustments	144,600
Pension Adjustments	(126,500 - 144,600)/2,500,00 = less than 0% 0% applicable