

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CITY OF STAMFORD, SMITH HOUSE

AND

**NEW ENGLAND HEALTH CARE EMPLOYEES UNION,
DISTRICT 1199, AFL-CIO**

July 1, 2005 - June 30, 2009

This Agreement is made and entered into this 1st day of July, 1998 by and between the City of Stamford, Smith House, located at 88 Rock Rimmon Road (the City or the Home), and New England Health Care Employees Union, District 1199, with its office at 77 Huyshoppe Avenue, Hartford, Connecticut (the "Union"), acting on behalf of the employees of the Employer as defined in the recognition clause (the "Employees").

WHEREAS, the purpose of this agreement is to promote harmonious relations between the Employer and its Employees, to secure efficient operations and to establish standards of wages, hours and other working conditions for Employees within the Collective Bargaining Unit; and

WHEREAS, the service of the Employer and its Employees is the care of the elderly and the infirm and the Home is held accountable by state regulatory authorities for the established standard of care and safety for such patients;

WHEREAS, the Employer recognizes the Union as the collective bargaining representative for the Employees covered by this agreement, as hereinafter provided.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the parties hereunto agree as follows:

ARTICLE 1 **RECOGNITION AND DEFINITIONS**

The Employer recognizes the Union as the sole and exclusive bargaining agent for all full-time and permanent part-time Employees of the City of Stamford working at Smith House Health Care Center in the following classifications: clerical, bus drivers, certified nursing assistants, cooks, dietary, housekeeping, laundry, custodian, head custodian, account clerk, executive secretary, receptionists, recreation aides, rehabilitation aides and licensed practical nurses, excluding supervisors and all others excluded by the Act, employed by the Employer.

The words "Employee" and "Employees" as used hereafter in this Agreement refer only to such persons as are within the bargaining unit described herein. The words "full-time Employee" mean an Employee regularly and normally scheduled to work thirty-five (35) hours or more per week. The words "permanent part-time Employee" mean an Employee regularly and normally scheduled to work less than thirty-five (35) hours per week, but at least twenty (20) hours per week.

ARTICLE 2
UNION SECURITY

A. All Employees on the active payroll as of the date of this Agreement, who are members of the Union, shall maintain their membership in the Union in good standing as a condition of continued employment.

B. All Employees on the active payroll as of the date of this Agreement, who are not members of the Union, shall become members of the Union within thirty (30) days after the effective date of this Agreement or shall become Agency fee payers as a condition of employment.

C. All Employees hired after the date of this Agreement shall become members of the Union or Agency fee payers no later than the thirtieth (30th) day following the beginning of such employment.

D. For the purpose of this Article, an Employee shall be considered a member of the Union in good standing if she/he tenders her/his periodic dues and initiation fee uniformly required as a condition of membership.

E. An Employee who has failed to maintain membership in good standing as required by this Article or pay Agency fee, shall, within twenty (20) calendar days following receipt of a written demand from the Union requesting her/his discharge, be discharged if, during such period, the required dues or Agency fee and initiation fee have not been tendered.

F. The Union hereby agrees it will indemnify and hold the Home harmless from any recovery of damages sustained by reason of any action taken under this Article.

ARTICLE 3
CHECK-OFF

A. Upon receipt of a written authorization from an Employee in the form annexed hereto as Exhibit A, the Home shall, pursuant to such authorization, deduct from the wages dues said Employee each month, starting not earlier than the first pay period following the completion of the Employee's first thirty (30) days of employment; and remit to the Union regular monthly dues and initiation fee, as fixed by the Union. The initiation fee shall be paid in five (5) consecutive weekly installments beginning the month following the completion of the first thirty (30) days of employment.

B. Each month, the Employer will submit the names of all Employees in the bargaining unit, their social security numbers, the amount of dues deducted, and if no dues are deducted, the reason for not deducting dues. This information shall be provided in a form that complies with the Union's policy on dues reporting. Monthly dues and monthly dues reports will be forwarded to the Union by the fifteenth day of the following month.

C. Employees who do not sign written authorizations for deductions must adhere to the same payment procedures by making payments directly to the Union.

D. The Home shall be relieved from making such "check-off" deductions upon (a) termination of employment; or (b) transfer to a job other than one covered by the bargaining unit; or (c) layoff from work; or (d) an agreed leave of absence; or (e) revocation of the check-off authorization in accordance with its terms or with applicable law. Notwithstanding the foregoing, upon the return of an Employee to work from any of the foregoing enumerated absences, the Home will immediately resume the obligation of making said deductions, except that deductions for terminated Employees shall be governed by Sub-Section A, above. This provision, however, shall not relieve any Employee of the obligation to make the required dues and initiation payment pursuant to the Union constitution in order to remain in good standing.

E. The Home shall not be obliged to make dues deductions of any kind from any Employee who, during any dues month involved, shall have failed to receive sufficient wages to equal the dues deductions.

F. Each month the Home agrees to furnish to a Union delegate and to the Union office a list with the names of newly hired Employees, their addresses, social security numbers, classifications of work, their dates of hire, the names of terminated Employees, together with their dates of termination, and names of Employees on leave of absence.

G. Upon receipt of written authorization signed by an Employee in the form of Exhibit B, the Home shall deduct the dollar amount authorized from wages due said Employee each pay period. The deducted amounts shall be forwarded to the New England Health Care Employees, District 1199, Political Action Fund each month.

H. It is specifically agreed that the Home assumes no obligation, financial or otherwise, arising out of the provisions of this Article, and the Union hereby agrees that it will indemnify and hold the Home harmless from any claims, actions or proceedings by any

Employee arising from deductions made by the Home hereunder. Once the funds are remitted to the Union, their disposition hereafter shall be the sole and exclusive obligation and responsibility of the Union.

ARTICLE 4
NO DISCRIMINATION

A. Neither the Home nor the Union shall discriminate against any Employee, except on the basis of bona fide occupational qualifications.

B. Neither the Home nor the Union shall discriminate against or in favor of any Employee on account of race, color, creed, religion, age, national origin, disability, marital or veteran status, political belief, gender or sexual preference or Union affiliation.

C. Both parties agree that the above sections shall not preclude them from working jointly to implement positive and aggressive affirmative action programs and to ensure equal opportunity in the application of this Agreement.

ARTICLE 5
MANAGEMENT RIGHTS

Except as otherwise specifically provided herein, and whether exercised or not, the management and operation of the nursing home, the control of the premises and the direction of the work force are vested exclusively with the Home and the right to manage includes, but is not limited to the right to hire, transfer, evaluate, promote, discipline, enforce work rules, suspend, discharge for just cause; to layoff; to schedule Employees; to assign duties in accordance with the needs and requirements determined by the Home; to determine and modify the operational methods and means; and to carry out the ordinary functions of management.

ARTICLE 6
UNION RIGHTS

A. Employees shall have the right to engage in Union activity so long as such activity does not interfere with the care or the operations of the Home. The Home representatives shall deal exclusively with union designated delegates or representatives in the processing of grievances or any other aspect of contract administration, subject to the right of an Employee to process her/his grievance without Union assistance. The

Union will furnish the Home with a list of delegates in each department and shall keep the list current.

B. Union staff representatives shall have reasonable access to the Home for the purpose of conferring with the Home, delegates of the Union, and/or Employees, for the purpose of administering this Agreement. Such visits shall not interfere with patient care, the operation of the Home or the completion of assigned duties. The Union staff representative will inform the Administrator on duty of his/her presence in the facility at all times. Delegates will communicate with their immediate supervisors when they desire to leave their work assignments to properly and expeditiously carry out their duties in connection with this Agreement. Provided there is sufficient staffing coverage, delegates will be permitted to conduct union business on City time, with approval of the Executive Director or his/her designee. The Home will bring any problem that arises under this section to the Union's attention and the Union will cooperate in attempting to resolve such problems.

C. The work schedule of not more than three (3) evening shift Employees elected as Union delegates shall be adjusted to permit attendance at regular once-a-month delegate assembly meetings, after proper notice, providing Home operations shall not be impaired thereby. The work schedule of not more than three (3) day shift delegates shall be adjusted to attend bi-weekly delegate meetings from 2:30 p.m. to 3:00 p.m. on a day to be agreed upon by the delegates and management.

D. The Home will furnish a bulletin board for posting of proper Union notices. Such bulletin board shall be placed in a location conspicuous and accessible to workers in the course of employment.

E. The Home agrees to provide the Union, upon written request and adequate notice, access to all readily available materials and information necessary for the Union to fulfill its responsibility to administer this Agreement and represent its membership. The Union shall reimburse the Home for the expense and time spent for duplicating extensive information. The Union shall not have access to client information.

F. Union delegates may receive calls of short duration or messages from Union representatives. If a call is not put through, a message will expeditiously be given to the delegate.

G. The Home will cooperate in scheduling subject to maintaining operations of the Home, so that one Union delegate selected by the Union, shall be granted one (1) day off per month with pay for the purpose of conducting Union business, including, but not necessarily limited to, attending Union conferences and assemblies and engaging in other Union activities.

H. The Union and the Home shall cooperate to provide the Union with 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 Delegate if on duty, not to exceed twenty (20) minutes in a private location, and the Union shall provide a copy of this Agreement to the new Employee.

ARTICLE 7
PROBATIONARY EMPLOYEES

A. All newly hired employees of the Home who are covered by this Agreement, whether or not previously employed by the Employer, and whether they are members of the Union or not, shall be deemed probationary Employees and shall be subject to a probationary period for six (6) months commencing with the first day of their employment.

Where a new Employee being trained for a job spends less than twenty-five (25%) of his time on the job, only such time on the job shall be counted as employment for the purposes of computing the probationary period.

Any absence due to illness, injury or other leave will not count towards an employees probationary period.

B. Notwithstanding any other provision of this Agreement, the Home may at any time during or at the end of its probationary period discharge probationary Employee at its will and discretion and with or without cause, and no claim will be made by the Union or any of the Employees that the discharge concerning a probationary Employees during or at the end of the applicable probationary period was improper and no action of the Employer with respect to such probationary Employee shall be subject to the grievance and arbitration provisions of this Agreement.

C. Employees promoted to another classification must serve a six (6) month probationary period. In the event the employee does not successfully complete the promotional probationary period, he/she will be placed back in his/her previously held

classification and such decision will not be subject to the grievance and arbitration provisions of this Agreement.

D. Employees promoted to a position outside the bargaining unit retain retreat rights to their previously held position in the bargaining unit for one (1) year.

E. Employees are not eligible to use sick, vacation and/or personal leave time during their probationary period.

ARTICLE 8 **SENIORITY**

A. Definition. Seniority shall be defined as the length of time an Employee has been continuously employed in the bargaining unit at the Home. Classification seniority shall be defined as the length of time an Employee has worked continuously in the specific classification within a department.

B. Accrual.

1. An Employee's seniority shall commence upon successful completion of the probationary period, and shall be retroactive to the Employee's most recent date of hire.
2. Seniority shall continue to accrue during any leave of absence with pay; during leave of absence without pay for medical and/or family leave; military leave as provided under state statute; Union business and educational leave for a period of up to twelve (12) months; and up to six (6) months for other leaves as set forth in Article 18; and during any period of continuous layoff not to exceed the lesser of twelve (12) months, or the expiration of the Employee's recall rights, whichever comes first.
3. An Employee's seniority shall be lost in the event of
 - a. voluntary resignation or retirement;
 - b. discharge for just cause;
 - c. failure to return to work upon expiration of an authorized leave of absence, unless prior to such expiration she/he gives the Home satisfactory reason for her/his inability to return to work;
 - d. failure to return to work within ten (10) calendar days after the Home has sent written notice (return receipt requested) to recall from layoff to the Employee's last known address;

- e. layoff in excess of recall rights, which shall be equivalent to the Employee's seniority as of the date of layoff, or two years, whichever is less.

C. Application. Seniority shall apply in the computation of eligibility of all benefits where length of service is a factor pursuant to this Agreement.

D. Layoff. No layoff or reduction of staff shall be implemented without:

1. Notifying the Union thirty (30) days in advance.
2. The Union may request a meeting for the purpose of avoiding or mitigating such layoffs and discussion of the procedures to be followed. Any such meeting shall be held within fifteen (15) days of the notice of layoff. If the parties decide not to meet, the layoffs shall proceed as scheduled.

Layoffs shall be made among incumbents by classification, in order of seniority, in that particular classification within the Home. 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 Home. 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.

E. Recall. 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.

ARTICLE 9 **ASSIGNMENTS, TRANSFERS AND PROMOTIONS**

A. 1. The regular hours of work for L.P.N.s and Nursing Assistants are 7:00 a.m. to 3:00 p.m.; 3:00 p.m. to 11:00 p.m.; 11:00 p.m. to 7:00 a.m.; with one-half (1/2) hour for lunch, during which the Employee may leave the facility.

2. The regular hours of work for Custodians and Housekeeping Aides are 7:00 a.m. to 2:30 p.m., with one-half (1/2) hour lunch. The regular hours of work for Laundry

Aides is 4:00 a.m. to 11:30 a.m., with one-half hour lunch. One (1) Custodian will work 11:30 a.m. to 7:00 p.m. with one-half (1/2) hour lunch.

3. The regular hours of work for Kitchen personnel are 6:00 a.m. to 1:30 p.m.; 7:00 a.m. to 2:30 p.m.; 11:30 a.m. to 7:00 p.m.; 12:00 p.m. to 7:30 p.m.; or 12:30 p.m. to 8:00 p.m. as assigned, with one-half (1/2) hour lunch.

4. Employee's lunch/dinner hours may be staggered in order to provide twenty-four (24) hour coverage in areas deemed necessary.

5. The regular hours of work for clerical personnel are 9:00 a.m. to 4:30 p.m. with one-half (1/2) hour lunch. One (1) Clerk Typist shall work 8:00 a.m. to 3:30 p.m. with one-half (1/2) hour lunch.

6. Employees may leave the facilities during their lunch or dinner break. The Home agrees to provide coffee, bread and condiments to Employees on all shifts.

B. Each Employee shall be given every second weekend off unless in an emergency when they may be required to work; however, if required to work three (3) weekends consecutively, that Employee will be given an extra weekend off at some other time.

C. Employees shall work on the shift, shifts or shift assignments for which they are hired. In the event staffing needs dictate that an employee be re-assigned from one shift to another, the Home will first solicit volunteers, in the event there are insufficient volunteers, the least senior employee(s) in the classification will be reassigned.

D. The Home may make temporary reassignments for up to five (5) calendar days, as operational needs dictate.

E. Whenever the Employee requests a change of shift, approval of such request shall not be unreasonably withheld if a vacancy exists in the classification in which she/he is then working. If more than one Employee applies, such change shall apply to the Employee with the most seniority qualified to perform the job. Notwithstanding the foregoing, an Employee shall have preference over new Employees in filling vacancies on another shift in the classification in which she/he is then working.

F. Employees in the same classification will be permitted to exchange days off within the same work week provided notice is given at least three (3) days prior to the proposed exchange. Days off will be posted two (2) weeks in advance. Such exchange of days off can not result in any additional cost to the Home.

G. Whenever a vacancy in a bargaining unit job occurs and the Home determines to fill it, the following principles shall apply in the following order:

1. All vacancies and new positions in the bargaining unit shall be posted for a period of eight (8) consecutive days, including classification, location, shift and job description, and rate of pay.

2. Before considering applications from Employees outside the bargaining unit or from non-Employees, the Home shall consider applications for vacancies or transfer from bargaining unit Employees.

3. When considering application for transfer to fill a vacancy, between Employees where skills and qualifications are equal, seniority shall be the deciding factor.

H. Upon promotion from one job classification to another, the Employee promoted shall be placed on a Step in the new salary range which is the next highest amount above his current salary, but not less than 10% higher than his/her present salary, but not above the maximum for the salary grade.

I. If the employer determines at the start of a shift that there is an excess of staffing, no employee will be involuntarily removed from the shift or sent home without pay.

J. Effective upon ratification, LPNs shall receive time and one half (1 1/2) their regular rate of pay for all hours worked covering more than one unit.

ARTICLE 10 **WAGES**

A. 1. The wage rates and effective dates for all Employees shall be as set forth in Appendix A hereto.

a. Effective and retroactive to July 1, 2005 the pay rates in effect on June 30, 2005 will be increased by three percent (3%).

b. Effective and retroactive to July 1, 2006, the pay rates in effect on June 30, 2006 will be increased by three percent (3.0%).

c. Effective July 1, 2007, the pay rates in effect on June 30, 2007 will be increased by three percent (3.0%).

d. Effective July 1, 2008, the pay rates in effect on June 30, 2008 will be increased by three percent (3.0%).

Employees who are on active pay status on the date of the execution of the Agreement and each subsequent effective date of increase shall be eligible for wage increases and retroactive payments. Those employees on authorized leaves without pay on either the execution date or a subsequent date of increase shall receive increases or retroactive payments within 30 days of the employee's return to active pay status.

2. Each Employee covered by this Agreement shall receive annually, a lump sum longevity payment in accordance with the following schedule:

After the tenth (10 th) anniversary of service	\$350.00
After the fifteenth (15 th) anniversary of service	\$450.00
After the twentieth (20 th) anniversary of service	\$550.00
After the twenty-fifth (25 th) anniversary of service	\$700.00

Longevity payments will be made during the month of December. Longevity payments are excluded from the employee's base salary.

B. Pay checks shall be distributed weekly as per the current practice.

C. A uniform allowance of Three Hundred Dollars (\$300) per contract year will be provided to Licensed Practical Nurses and Nursing Assistants at Smith House Skilled Nursing Facility. Four Hundred Twenty Five Dollars (\$425) per year shall be provided for Housekeeping, Laundry, Dietary Aides, Cooks, Dishwashers and Custodians. All uniform allowances shall be payable September for the calendar year.

D. Any Employee required to work temporarily in a higher rated classification for a period of five (5) consecutive working days or more shall receive for such work the rate in such higher rated classification.

E. All regular full-time and part-time Employees working on Saturday shall receive a weekend differential of ten percent (10%) over their regular rate for all hours worked on Saturdays. Such Employees working on Sunday shall receive a weekend differential of fifteen percent (15%) over their regular rate for all hours worked on Sundays.

All regular full-time and part-time Employees working the second or third shift shall receive a differential of twelve percent (12%) over their regular or weekend rate, as the case may be, for all hours worked on such shifts.

F. For 35 Hour Employees: Any Employee who works in excess of thirty five (35) hours in a work week or seven (7) hours within a work day, shall be compensated at one and one-half (1½) times their regular hourly straight time rate.

For 37½ Hour Employees: Any Employee who works in excess of thirty seven and one-half (37½) hours in a work week or seven and one-half (7½) hours within a work day, shall be compensated at one and one-half (1½) times their regular hourly straight time rate.

G. Employees will be paid one and one-half (1½) times their hourly straight time rate for any hours worked on the sixth (6th) work day within a given pay week. Employees will be paid two (2) times their hourly straight time rate for any hours worked on the seventh (7th) work day within a given pay week.

H. No Employee shall be entitled to overtime unless he has the prior approval of his supervisor. Employees shall be compensated at the highest overtime rate applicable, but shall not be allowed to compound such rates.

I. Employees shall have the right to refuse to perform overtime work (except in an emergency).

J. Overtime shall be distributed, in order of seniority, equally among Employees in the same classification.

K. Each Employee required to perform “stand-by” duty at two-fifths (2/5ths) of regular straight time rates if the Employee is required to stay at his/her home for the “stand-by” duty.

L. Each Employee required to perform “stand-by” duty shall be compensated for time spent on “stand-by” at two-sevenths (2/7ths) of regular straight time rates whether or not the Employee is required to stay at his/her home for the “stand-by” duty. But, it is understood the Employee will be accessible by City beeper while on “stand-by” duty.

M. Each Employee shall be paid for a minimum of four (4) hours worked at one and one-half (1-1/2) straight time rate if called back to work after completion of a regular day’s work. Hours worked which are contiguous to the regular shift, either before or after the regular shift, are not considered call back and will be paid in accordance with E. above.

N. 1. The Employer shall contribute to the New England Health Care Employees Training Fund (the “Training Fund”). Monthly payments shall be based upon the previous month’s payroll.

- a. The contribution shall consist of a sum equal to one percent (1%) of the monthly gross payroll of Employees in the bargaining unit, exclusive of

amounts earned by newly hired Employees who have not completed their probationary period, or provisional Employees.

- b. Payments shall be due no later than thirty (30) days following the payroll month on which they are based.
- c. Such contributions shall be used by the trustees of the Training Fund for the purpose of providing education and training in the health care field for Employees for their self-improvement and for improved patient care, as the trustees of the said Training Fund may determine.

2. The Training Fund shall be held and administered under the terms and provisions of the Agreement and Declaration of Trust, and any amendments thereof.

3. An independent audit of the Training Fund shall be made annually and a statement of the results shall be furnished to the Employer.

4. The Employer shall submit regular reports in such form as may be necessary for the administration of the Training Fund.

5. The Employer agrees to make available to the Training Fund such records of Employees as classifications, names, social security numbers and accounts of wages which the Training Fund may require in connection with the operation of the Training Fund or that may be required in order to determine the eligibility of Employees for Training Fund benefits, and to permit accountants for the Training Fund to audit such records of the Employer.

6. Decision of the Trustees of the Training Fund are not subject to the grievance and arbitration procedure.

O. Each new Employee of the City shall normally be paid the minimum rate of pay for the classification to which appointed except that the appointing authority may recommend a rate higher than the minimum rate by written request to the Personnel Director who may approve a starting rate up to the mid-point of the salary range with the approval of the Union. Requests to appoint a salary beyond the mid-point of the range shall require approval by the Personnel Commission and the Union.

P. Protective Clothing Allowance: Effective September 1, 2006: Those employees holding the job classifications of Account Clerk, Office Support Specialist, and Executive Secretary shall receive a protective clothing allowance each September 1 in the amount of two hundred fifty dollars (\$250.00) to purchase protective

clothing/coverings such as lab coats or smocks to protect their personal clothing while performing job responsibilities that might result in the soiling or damaging the employee's clothing as a result of working in a health care environment.

ARTICLE 11
HOLIDAYS AND PERSONAL LEAVE

A. The following shall be paid holidays:

New Year's Day	Memorial Day	Thanksgiving Day
Martin Luther King Day	Fourth of July	Day after Thanksgiving Day
Lincoln's Birthday	Labor Day	Christmas Eve after 12 noon
Washington's Birthday	Columbus Day	Christmas Day
Good Friday	Veteran's Day	

Easter Sunday shall likewise be a paid holiday for Employees in jobs requiring seven (7) days per week coverage.

B. Employees other than those in jobs requiring seven (7) days per week coverage shall not normally be required to work on any of the aforesaid holidays and shall receive their full weekly salary in each week in which such holidays occur.

C. Holidays for Smith House Skilled Nursing Facility Employees who work three shifts, shall be considered to begin at 11:00 p.m. on the day preceding the day on which the holiday actually falls and to end at 10:50 p.m. on the day of the holiday, (e.g., 11:00 p.m. on July 3 until 10:59 p.m. on July 4). Employees starting work on the 11:00 p.m. shift on the day of the holiday may not claim holiday pay. All holidays will be rotated as equally as possible among said Employees, with first preference being given to permanent full-time Employees; however, in cases of emergency, Employees may be asked and may be assigned to work on additional holidays. All holidays will be posted on (1) month in advance.

D. If any such holiday shall occur during an Employee's vacation, the Employee shall receive an additional day's vacation in lieu thereof.

E. Any Employee on paid sick leave, or during the first six (6) months of leave provided for in Article 13(G), hereof, shall receive his/her regular day's pay for any holiday during such period, and the same shall not be charged against his accumulated sick leave.

F. Any Employee absent from duty on the day before or the day following a holiday, except on sick or other authorized leave, shall not be paid for that holiday.

G. If a special day off is declared for City Employees by proclamation (e.g., for national mourning or an emergency), each Employee covered by this Agreement required to work on such day shall be granted a compensatory day off at a time mutually convenient to the Employee and his department head.

H. Each employee shall have two (2) days of personal leave in each contract year to be taken at such time as the employee may elect, with the prior consent of his department head, which such consent shall not be unreasonably withheld.

Employees will receive pro-rated personal days during their first year of employment, as follows:

If employee is hired:

July 1 - September 30	Two (2) personal days
October 1 - December 31	One (1) personal day
January 1 - June 30	None

Personal days may not be used by a new employee while that person is on probation. Personal days may not be accumulated from fiscal year to fiscal year.

ARTICLE 12
VACATIONS

A. Present vacation policies and schedules shall remain in effect, except as follows:

Less than six (6) years	Twelve (12) days vacation
More than six (6) years but less than ten (10) years	Fifteen (15) days vacation
More than ten (10) years but less than twenty (20) years	Twenty (20) days vacation
More than twenty (20) years	One (1) additional day for each year worked up to a maximum of twenty-five (25) days

B. Any employee shall be entitled to accumulate on July 1st of each succeeding year earned vacation leave up to a total of forty-five (45) days, except that by written permission of his Department Head and the Director of Personnel, more days may be accumulated. Notwithstanding the foregoing, no vacation shall have a duration of more than thirty (30) days at a given time except in unusual circumstances when a vacation not to exceed fifty-five (55) days may be granted.

C. Vacation pay shall be paid in advance of vacation where two (2) weeks advance notice of vacation has been given to the Employee's department head.

D. Any Employee who terminates employment with the City or who has his/her employment terminated with the City and/or Board shall be paid all accumulated vacation leave at the time of discharge. Employees shall not be forced to use vacation prior to their date of termination.

E. Vacations and holidays will be bid for by April 15th of each year on the basis of seniority, and the Director will post the schedule for the coming year by May 15th.

ARTICLE 13
SICK LEAVE AND LEAVE OF ABSENCE

A. Each employee hired prior to July 1, 1998 shall be entitled to sick leave with full pay computed on the basis of one and one-quarter (1¼) working days for each completed month of service.

B. Employees hired after July 1, 1998, shall receive sick leave with pay computed on the basis of one (1) day for each completed month of service. Each July 1st, employees will have three (3) sick leave days deposited in the District 1199 Sick Leave Bank. Employees may apply for sick days beyond their personal bank in accordance with the District 1199 Sick Leave Bank. Employees may apply for sick leave days beyond their personal bank in accordance with Section below. There shall be no maximum accumulation for sick leave days in an employee's personal bank. Employees hired after July 1, 1998 will receive no pay-out for unused sick leave. Employees are not eligible to use sick leave until completion of their probationary period.

C. For employees hired before July 1, 1998, the maximum accumulation of sick leave shall be one hundred and fifty (150) days, and the City and Board shall pay an employee at retirement on pension or after age 62 on Social Security for one-half of his/her then accumulated sick leave, not to exceed seventy-five (75) days, at his/her rate

of pay immediately prior to such retirement. Upon death, an employee's estate shall receive pay for his/her full sick leave accumulation up to thirty (30) days and in addition, one-half of any accumulated sick leave over thirty (30) days to a total maximum of ninety (90) days, at his/her rate of pay immediately prior to death.

D. Employees shall be required to furnish a certificate from an attending physician for all consecutive days of sick leave beyond three (3) days. Certificate need not state diagnosis. Sick leave shall not be taken in advance. The City reserves the right to have an independent physician examine any employee, at City expense, claiming sick leave.

E. Employees shall have the right to use three (3) days of accumulated sick leave in any one calendar year for the purpose of family illness. This is the only exception for any individual to use accrued sick leave for any reason other than when an individual is personally sick and unable to work.

F. **District 1199 Sick Leave Bank**

1. 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, 1998, 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, 1998 will have three (3) sick leave days assigned to the District 1199 Sick Leave Bank each July 1st. Only employees who contribute to the bank are eligible to participate.

2. 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) 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.

3. 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.

4. 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.

5. In no case will an employee receive a sick leave donation when absent due to a work-related injury.

6. 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.

7. 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.

8. In the event a request is made that would result in a negative balance to the bank, the City will honor the request.

G. A permanent 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 cause for 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 of his/her accumulative sick leave has been exhausted. No annual leave or sick leave may be accumulative during a leave of absence without pay. Extensions of leave for additional three-month periods may be granted by the department head, or, in the event of disagreement, from the Director of Human Resources, but in no case shall the total period of time exceed two years.

ARTICLE 14
BEREAVEMENT LEAVE

A. Employees shall be entitled to a bereavement leave of (5) working days at the time of the death of a spouse, parent, child, grandparent, grandchild, brother or sister, and any other relative permanently domiciled in the employee's household.

Employees shall be entitled to three (3) working days at the time of the death of a mother-in-law or father-in-law, sister-in-law or brother-in-law.

Employees shall be entitled to one (1) working day at the time of the death of any other relative in the event that such other relative is not domiciled in the employee's household.

B. Additional bereavement leave in connection with required travel or other unusual circumstances shall be granted at the discretion of the employee's supervisor.

ARTICLE 15
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, must use all accrued paid leave time (vacation, sick and personal) prior to receiving leave without pay. Such paid leave time shall be counted towards the twelve (12) weeks allowed under the FMLA.

ARTICLE 16
WORKER'S COMPENSATION

A. (1) The City acknowledges that all employees are subject to the Workmen's Compensation Law of the State of Connecticut and are entitled to all benefits thereunder, subject to the provisions of Article XII, sections 2 through 9.

(2) The department shall keep a separate roster of the employees who have been injured while on duty. This roster shall be kept separate from the employees on sick leave.

(3) An employee who has a work-related injury or illness shall file immediately or as soon as is practicable a Workmen's Compensation claim pursuant to State Law.

(4) 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 duties. Employees are covered by Worker's Compensation Act, and are paid stated amounts due to injuries sustained on the job. The Employer, in case of injury leave, shall supplement the payment of the statutory payment so that the employee will receive his/her net pay during the absence up to a maximum of ninety (90) days.

(5) Any employee who is on extended sick leave or Worker's Compensation injury leave who has reached maximum improvement in the opinion of the treating physician, or is unable to perform the essential functions of the job classification, shall be terminated as an employee, but such termination shall not affect whatever rights he may have under the Workers' Compensation insurance carrier case evaluation and physician's diagnosis.

(6) 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.

(7) An employee's failure to file a Workers' Compensation claim, as set forth in Paragraph (4) above, will result in absences being charged to sick time. If the absence subsequently determined to have been the result of a bonafide Workers' Compensation injury and claim, the days charged against the individual's sick bank will be restored.

B. Any employee who has received from the City any payments in addition to Workers' Compensation benefits pursuant to subparagraphs A or B above and who thereafter receives any payments from a third party as a result of a claim or action against such third party for damages in connection with an accident which gave rise to workers'

compensation benefits and to the additional payments referred to above, shall repay to the City, in addition to such sums as he may otherwise be required to pay by law, the amount of such additional payments, provided however, that if such employee receives, as a result of such claim or action, less than twice the amount of all repayments to the City required to be made pursuant to provisions of law or this Agreement, the employee shall have the right to deduct from the amount of any such repayment that proportion of the employee's attorneys' fees and out-of-pocket disbursements necessarily incurred in connection with such claim or action which the amount of the additional payments to be repaid to the City bears to the total amount received by the employee on account of such claim or action.

ARTICLE 17
INSURANCE AND PENSIONS

A. Health Insurance

The City agrees to provide medical benefits to each individual employed under the terms of this collective bargaining agreement, along with their enrolled eligible dependents, in a Point-of-Service (P.O.S.) plan. 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. All permanent part-time employees, hired after ratification of the Agreement, shall be eligible for single coverage only. Seasonal and part-time employees are not eligible for any health insurance. For new employees, the health insurance will be effective on the first of the month following the employees date of hire.

B. Dental and Vision

1. Effective January 1, 2003, 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

Maximums

Annual Max	\$1,500/per covered dependent
Orthodontics	\$2,500 lifetime/per covered dependent

2. Effective January 1, 2003, the City shall provide and pay for an vision 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)

C. Life Insurance

1. Effective upon the execution of this agreement, the City will provide each employee with a term life insurance policy in an amount of Forty Thousand Dollars (\$40,000), at a cost to the employee of three cents (\$.03) per week, per each thousand dollars of benefit.

Effective January 1, 2006, the City will provide each employee with a term life insurance policy in an amount of Forty Thousand Dollars (\$40,000), at no cost to the employee.

2. Current employees who are participating in the life insurance program and have life insurance in an amount in excess of Forty Thousand Dollars (\$40,000) may continue to receive such coverage. The amount will be frozen at the July 1, 2001 annual salary and the employee will pay three cents (\$.03) per week, per each thousand dollars of benefit, rounded to the nearest thousand.

3. 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.

D. Retiree Health Insurance

1. Retiree Benefits

- a. Pre Age Sixty-Five (65): The City will make available a P.O.S. insurance plan, providing for hospital and medical benefits, but not including dental or optical, to employees who retire, with a pension from the City of Stamford Classified Employee's Retirement Fund.
- b. 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.

2. Retiree Costs

- a. 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.
- b. Cost Post 65: The retiree must pay two-thirds (66.66%) and the City will pay one-third (33.33%) of the cost for the supplementary coverage as referenced in Section 1(b) above.

3. Each employee, who hereafter 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 (CERF).

E. Pension Benefits

1. 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, except for any employee who is eligible to be included in the Custodians and Mechanics Pension Funds.

2. The parties agree to consolidate the custodial and asset management of the CERF Plan with any of the following plans: 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). In the event these services are consolidated, the savings generated will be split 50%-50% between the retirees and the City.

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

4. The provisions of the Classified Employees Pension Fund will be modified to provide for non-work related disability pension eligibility for individuals with ten (10) or more years of continuous service.

5. An employee will be eligible for a disability pension provided he/she submits evidence satisfactory to the CERF Trustees that he/she has become totally and presumably permanently disabled from performing the job duties and functions outlined in the classification's job description.

6. Employee contributions to the CERF shall be as follows:

a. Effective January 1, 2003, employees will contribute three percent (3.0%) of their annual salary to the CERF.

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

8. The penalty 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 (1) 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.

9. Effective January 1, 1999, if not sooner, and 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.

10. Effective July 1, 1998 and continuing each year thereafter, the City will contribute to the CERF the amount actuarially necessary to fund the plan.

11. 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 C7-30-6(d) of the City Charter (which includes any applicable early retirement reductions), and as further amended through subsequent collective bargaining agreements.

12. Effective January 1, 2003, employees will be considered fully vested in their benefits after completion of five (5) years of credited service.

F. 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.

G. 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 one thousand dollars (\$1000), provided the employee has notified the Benefit Manager's Office during the enrollment period. 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 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 calendar 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. If lieu of a lump sum payment, an employee may elect to reimburse the City in equal weekly installments through payroll deduction, over a six (6) month period.

H. Employee Contributions

Employees shall be required to contribute, pursuant to Internal Revenue Code Sec. 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 [2½] times single coverage), respectively for the medical and prescription drug benefits effective July 1. Effective January 1, 2009, employees shall be required to contribute, pursuant to Internal Revenue Code Sec. 125, on a pre-tax payroll deduction basis eleven percent (11%) of the premium equivalent rate for their single, two-person (two [2] times single coverage), and family coverage (two and one-half [2½] times single coverage), respectively for the medical, dental, vision and prescription drug benefits effective January 1. 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 will be established by the third party administrator consistent with its methodology for calculating such rates. The Union will be notified in advance of any changes in premium rate.

I. 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.

J. 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 18
TOOL AND CAR ALLOWANCE

A. 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.

B. No other Employee will be asked or required to use his/her personal automobile on City business. However, should an Employee be willing to use his/her personal automobile to travel to a seminar, training session or the like, within two hundred (200) miles of Stamford, and such travel is in connection with his/her City position and is approved by his/her department head in advance, in writing, that Employee will be reimbursed at the allowable mileage reimbursement pursuant to Federal Internal Revenue Service guidelines, plus toll fees, hotel charges and legitimate incidental expenses. Trips of longer distances will be reimbursed at the most economic method of travel.

ARTICLE 19
UPGRADING OF EMPLOYEES

The following shall be the procedure for handling new job classifications, reallocations and/or claims of substantial changes in job content. The City shall have the right to establish the rates of compensation for new job classifications after negotiation

with the Union with respect thereto. Substantial changes in job content shall be deemed to create a new job classification. Any failure to agree as to whether changes in job content are substantial or any failure to agree as to the rate of compensation for a new job shall be submitted to binding interest arbitration under the provisions of MERA.

ARTICLE 20
PERMANENT PART-TIME EMPLOYEES

A. Permanent part-time Employees, hired to work twenty (20) or more hours per week, shall receive health benefits as outlined in Article 16 of this Agreement. Permanent part-time employees shall receive sick, vacation, holiday and bereavement on a pro-rata basis.

B. The rate of compensation of such part-time Employees shall be a pro rata portion of that provided for in Article 10 hereof, and such Employees shall be compensated for hours worked in excess of their regularly scheduled hours at additional straight time hourly rates unless the total number of hours in any week worked by any such Employee shall exceed the hours customarily worked by full time Employees occupying the same position, in which event such Employee shall be compensated at one and one-half (1-1/2) times his/her regular straight time rate for any hours for which a full time Employee occupying the same position would be compensated.

Compensation for holidays, vacations, sick leave and bereavement leave shall be a pro rata portion of that provided for herein for full time Employees.

C. The City will provide each Employee in the bargaining unit with the opportunity to enroll in a term life insurance policy in an amount equal to his/her annual salary to the lowest thousand dollars of benefits. For those Employees who choose to participate in this term life insurance plan while an active Employee, in the City will provide and pay for a term life insurance policy in the face amount of Six Thousand Dollars (\$6,000) upon retirement from the City.

D. Benefit service for pension purposes for permanent part-time Employees will be determined as follows:

A) Employee is permanent part-time for full fiscal year. Number of hours (but no more than 1,700) divided by 1,700.

B) Employee is permanent part-time for less than a full fiscal year. The sum of (i) and (ii).

(i) For the portion of fiscal year when a permanent part-timer.

Number of hours (but no more than 1,700) divided by 1,700 prorated by the fraction of the fiscal year the Employee was a permanent part-timer.

(ii) For the position of the fiscal year when a full time Employee.

Fraction of the portion of the fiscal year when a full time Employee.

Total benefit service years (excluding other full time service which will be determined in the usual manner will be sum of the amounts determined in A) and B) above, for each fiscal year (or portion thereof) that the Employee worked. In no event will an Employee receive credit for more than one (1) year for any fiscal year.

E. Permanent part-time Employees on the active payroll as of the effective date of this Agreement will become eligible for participation in the pension plan and enrollment in the plan will be completed within thirty (30) days.

F. Effective January 1, 2003, employees will be reviewed on a quarterly basis, excluding the summer quarter, to determine whether or not they exceeded their regularly scheduled hours for the past quarter. In the event such occurs, the employee will receive a pro-rated accrual for sick, personal and vacation leave for such hours worked in excess of their regular schedule. For example, an employee who is regularly scheduled to work twenty-four (24) hours who upon review, has worked on average thirty-two (32) hours, will receive a pro-rated amount of sick, personal and vacation leave to account for the additional hours worked in excess of twenty-four (24) hours. However, employees will not be eligible for any health insurance benefits.

ARTICLE 21 **ACCESS TO RECORDS**

The Union shall have reasonable access during business hours to such employment, compensation and similar data necessary to ascertain whether the terms of this Agreement are being complied with by the City. The data will be provided within two (2) weeks of the submission of the request at no cost to the Union and its members.

ARTICLE 22 **INTERRUPTION OF WORK**

A. The Union agrees that so long as the City abides by this Agreement and by any decision of an arbitrator as herein provided for, the Union and member of the Union

will not cause, sanction or take part in any strike against the City whatsoever (whether sit-down, sit-in, sympathetic, general or of any other kind) walkout, picketing (except informational picketing), stoppage of work, retarding of work or boycott, either of a primary or secondary nature, or any other interference with the operation and maintenance of the facility. The City agrees that so long as the Union shall abide by this Agreement and by any decision of an arbitrator as herein provided for, the City will not lock out Employees covered by this Agreement. The foregoing shall not be deemed in derogation of, but in addition to, any prohibition against strikes provided for by Public Law 159, Laws of 1965, or by any other statute or provision of law.

B. Any violation of the foregoing paragraph shall be cause for disciplinary action.

C. The Union shall be furnished with a copy of revised Merit System Rules/Classified Service Rules when available.

ARTICLE 23 **DISCHARGE/DISCIPLINE**

A. No Employee shall be discharged, suspended or otherwise disciplined except for just cause, by anyone other than his/her department head or an individual acting in that capacity. However, the City shall have the right in its sole discretion to discharge any Employee during such Employee's probationary period referred to in Article 7.

B. Insofar as possible, just cause as defined herein shall embody the elements of reasonableness, fairness honesty and good faith on the part of the City.

C. Prior to implementing a verbal or written reprimand, not involving disciplinary time off, the Employee's immediate supervisor will meet with the Employee to discuss the action contemplated and the reasons for such action. The Employee may be accompanied by his/her Union representative at such meetings. If the issue is not resolved to the Employee's satisfaction, the Employee may then proceed to the Grievance Procedure (Article 23).

D. (1) Prior to imposing disciplinary time off and/or discharge, the supervisor or his/her designee, will notify the Union that a disciplinary hearing will be scheduled. Meetings will be scheduled on a date mutually agreed to by the Union and the department head so that the Employee has sufficient time to prepare for such hearing. The department head will notify the Employee that such hearing has been scheduled.

(2) Within one (1) week of the hearing, the supervisor will notify the Employee and the Union, in writing, of his/her decision regarding any discipline to be imposed. Grievances resulting from discipline may be appealed directly to Step 2 (for suspensions) or Step 3 (for termination) of the Grievance Procedure (Article 21).

(3) This procedure for scheduled disciplinary hearings does not apply in the event of suspension without pay for theft, fighting on the job, the use of, or being under the influence of drugs and/or alcohol on the job, acts endangering Employee or public health and safety. Within two weeks, a hearing will be scheduled in accordance with Section D (1) above.

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

F. Written and verbal warnings over two (2) years old (from date of issuance) will not be considered, unless additional disciplinary action similar in nature has been taken against the employee during said period. In such cases where the employee has not had subsequent discipline within the two (2) year period, the written or verbal warning will be removed from the employee's personnel file. Otherwise, the warning will remain a permanent part of the employee's personnel file.

Suspensions over four (4) years old (from date of issuance) will not be considered, unless additional disciplinary action similar in nature has been taken against the employee during said period. In such cases where the employee has not had subsequent discipline within the four (4) year period, the suspension will be removed from the employee's personnel file. Otherwise, the suspension will remain a permanent part of the employee's personnel file.

ARTICLE 24
GRIEVANCE/ARBITRATION PROCEDURE

A. Employees shall have the right to have Union representation at any stage of the grievance/arbitration procedure.

B. An Employee having a grievance with respect to any disciplinary or unfair action, including layoffs, taken against him/her has the right, and may if he or she so chooses, file a grievance seeking adjustment of the grievance. The procedure for filing and processing in individual grievance is as follows:

Step 1. For all disputes, an individual shall file a written grievance with the next higher supervisor in the established chain of command (i.e. if the decision was made by the head nurse, the grievance should be filed with the Director of Nursing, the grievance should be rendered by the Director of Nursing; if the decision was rendered by the Director of Nursing or Director of Maintenance, the grievance should be filed at Step 2. Such grievance should be filed within thirty (30) calendar days of the event giving rise to the grievance. The supervisor will meet with the Employee and his/her Union representative within five (5) working days of receipt of the written grievance to discuss the grievance. With five (5) working days of the conclusion of the meeting, the supervisor will respond to the grievance, in writing.

Step 2. Should the grievance not be resolved, or the supervisor at Step 1 fails to respond within the allotted time frame, the Employee may process the grievance to the Executive Director/Administrator of the Smith House SNF. The Employee and/or Union must process the grievance within five (5) working days of the Step 1 response. The Executive Director/Administrator will meet with the Employee and his/her Union representative. Within five (5) working days of the conclusion of the meeting, the Executive Director/Administrator will respond to the grievance.

Step 3. Should the grievance still not be resolved, or the Executive Director/Administrator fails to respond within the allotted time frame, the Employee may process the grievance to the Director of Human Resources, or his/her designee. The Employee and/or Union must process the grievance within five (5) working days of the Step 2 response. The Director of Human Resources, or his/her designee, will meet with the Employee and his/her Union representative within five (5) working days of receipt of the written grievance to discuss the grievance. Within five (5) working days of the conclusion of the meeting, the Director of Human Resources, or his/her designee will respond to the grievance.

Step 4. Should the grievance remain unresolved, or the Director of Human Resources, or his/her designee, fails to respond within the allotted time frame, the Union may submit the grievance for binding arbitration to the American Arbitration Association (AAA), under its rules and procedures. Such election for arbitration shall be made within thirty (30) calendar days of the response at Step 3. The cost of the arbitrator shall be shared equally by the parties.

C. Either the City of the Union may file a grievance on the interpretation and application of the terms of this Agreement. Such grievance will be initiated at Step 2 of the procedure. Such grievances will be filed with the President of the Union, and the Executive Director/Administrator.

ARTICLE 25
JOINT STUDY COMMITTEE

The Home and the Union agree that cooperation and mutual understanding between the parties is essential to promoting the welfare of the Employees and maintaining high standards of quality patient care. Accordingly, the parties agree to set up a Joint Study Committee, consisting of a reasonable number of Union Employee representatives and management representatives. The Joint Study committee shall meet quarterly, or at a frequency it determines, to discuss problems and exchange views on concerns germane to the operation of the Home's business. These issues may include, but shall not be limited to, worker and patient safety training and service programs, quality of care, orientation and initial training, staff recruitment and retention, and programming. Such meetings shall not constitute negotiations.

ARTICLE 26
MUTUAL RESPECT AND DIGNITY

Employees and supervisors are entitled to be treated with respect and dignity at all times. Accordingly, whenever it becomes necessary to discipline an Employee, the supervisor vested with said responsibility shall undertake said discussions in a fashion calculated to apprise the Employee of her/his shortcomings while avoiding embarrassment or public display.

ARTICLE 27
SAFETY

A. The Home shall carry out its obligations as set forth in applicable federal, state and local laws and regulations to provide a safe and healthy work environment for its Employees. The Home shall be responsible for enforcement of the aforementioned rules and regulations and of its own safety rules and regulations.

B. No Employee shall be required to work on, with or about an unsafe piece of equipment or under an unsafe condition.

C. The Union shall cooperate with the Home in carrying out the Home's safety measures and practices for accident prevention. In furtherance of the safety goals of the parties, Employees will perform work in conformity with the Home's safety rules and shall report known safety hazards. Each supervisor and employee shall take prompt and appropriate action to report and/or correct if possible any unsafe conditions or actions which are reported to or observed by the supervisor.

ARTICLE 28
ADA COMPLIANCE

The City and Union agree to take reasonable steps to comply with the requirements of the Americans with Disabilities Act (ADA).

ARTICLE 29
DRUG AND ALCOHOL POLICY

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

ARTICLE 30
SUCCESSORSHIP

If the Employer decides to sell or transfer any of its operations, it will advise the Union as soon as possible prior to the effective date of such sale or transfer. Such notice shall include the name and address of the purchaser. Any new owner must accept, as one of the terms for acquiring Smith House, recognition of District 1199, New England Health Care Employees Union, as the exclusive bargaining representative of the employees.

ARTICLE 31
SUBCONTRACTING/PRIVATIZATION

A. During the life of this Agreement, no full-time or part-time permanent employee will be laid off as a direct consequence of the exercise by the City of Stamford of its right to contract out or privatize the Smith House Health Care Center.

B. Sunset Clause: The provisions of this Article expire automatically on June 30, 2009.

ARTICLE 32
DURATION

A. This Agreement shall be in full force and effect for the period commencing on July 1, 2005 and ending at 12:01 a.m. on June 30, 2009.

B. The parties agree to jointly enter discussions relative to a renewal of this Agreement no later than five (5) months prior to the termination of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on this day of _____, 2005.

FOR THE CITY OF STAMFORD

**FOR THE NEHCEU
DISTRICT 1199**

Dannel P. Malloy
Mayor

Rosemary Brown
Area Director

Dennis C. Murphy
Director of Human Resources

Jerome P. Brown
President

SIDE LETTER/UNIFORM COMMITTEE

▲ The parties shall establish a committee composed of management and bargaining unit members to investigate the feasibility of allowing employees to purchase uniforms from vendors through the employer via payroll deduction and at a substantial discount. The committee will also review the existing uniform styles and colors to insure that residents and family members can easily identify the employee by his/her area of service. The Employer shall not implement any changes to the current Uniform policy, including but not limited to: the method that employees choose to purchase their uniforms, without the ratification of the Union and signed consent by an Officer of the Union (i.e. President, Secretary or Treasurer). If the parties reach impasse on these issues, either party may submit the issues to an arbitrator pursuant to the rules of interest arbitration.

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▲ For the Union ▲

For the City ▲

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EXHIBIT A

DUES CHECKOFF CARD

EXHIBIT B
POLITICAL ACTION CHECKOFF CARD

APPENDIX A
NEHCEU DISTRICT 1199 - WAGE RATES

2005/2006

		35 Hour Week			37.5 Hour Week	
		<u>Hourly Rate</u>	<u>Annual Rate</u>	<u>Weekly Pension Contribution</u> 3%	<u>Annual Rate</u>	<u>Weekly Pension Contribution</u> 3%
<u>W-02</u>						
Dishwasher	A	\$14.3149	\$26,053	\$15.03	\$27,914	\$16.10
Housekeeping Aide	B	\$14.9241	\$27,162	\$15.67	\$29,102	\$16.79
Laundry Aide	C	\$15.5570	\$28,314	\$16.33	\$30,336	\$17.50
	D	\$16.2193	\$29,519	\$17.03	\$31,628	\$18.25
	E	\$16.9088	\$30,774	\$17.75	\$32,972	\$19.02
<u>W-03</u>						
Nursing Assistant	A	\$15.1215	\$27,521	\$15.88	\$29,487	\$17.01
	B	\$15.7633	\$28,689	\$16.55	\$30,738	\$17.73
	C	\$16.4335	\$29,909	\$17.26	\$32,045	\$18.49
	D	\$17.1317	\$31,180	\$17.99	\$33,407	\$19.27
	E	\$17.8598	\$32,505	\$18.75	\$34,827	\$20.09
<u>W-04</u>						
Dietary Aide	A	\$15.9925	\$29,106	\$16.79	\$31,185	\$17.99
Recreation Program Facilitator	B	\$16.6716	\$30,342	\$17.51	\$32,510	\$18.76
	C	\$17.3799	\$31,631	\$18.25	\$33,891	\$19.55
	D	\$18.1192	\$32,977	\$19.03	\$35,333	\$20.38
	E	\$18.8888	\$34,378	\$19.83	\$36,833	\$21.25
<u>W-06</u>						
Account Clerk I	A	\$17.9534	\$32,675	\$18.85	\$35,009	\$20.20
Custodian	B	\$18.7166	\$34,064	\$19.65	\$36,497	\$21.06
	C	\$19.5114	\$35,511	\$20.49	\$38,047	\$21.95
	D	\$20.3411	\$37,021	\$21.36	\$39,665	\$22.88
	E	\$21.2057	\$38,594	\$22.27	\$41,351	\$23.86
<u>W-07</u>						
Bus Driver	A	\$19.0577	\$34,685	\$20.01	\$37,162	\$21.44
Office Support Specialist	B	\$19.8676	\$36,159	\$20.86	\$38,742	\$22.35
	C	\$20.7117	\$37,695	\$21.75	\$40,388	\$23.30
	D	\$21.5920	\$39,297	\$22.67	\$42,104	\$24.29
	E	\$22.5098	\$40,968	\$23.64	\$43,894	\$25.32
<u>W-08</u>						
Account Clerk II	A	\$20.2537	\$36,862	\$21.27	\$39,495	\$22.79
	B	\$21.1154	\$38,430	\$22.17	\$41,175	\$23.75
	C	\$22.0125	\$40,063	\$23.11	\$42,924	\$24.76
	D	\$22.9477	\$41,765	\$24.10	\$44,748	\$25.82
	E	\$23.9242	\$43,542	\$25.12	\$46,652	\$26.91
<u>W-09</u>						
Cook	A	\$21.5516	\$39,224	\$22.63	\$42,026	\$24.25
	B	\$22.4686	\$40,893	\$23.59	\$43,814	\$25.28
	C	\$23.4237	\$42,631	\$24.59	\$45,676	\$26.35
	D	\$24.4192	\$44,443	\$25.64	\$47,618	\$27.47
	E	\$25.4559	\$46,330	\$26.73	\$49,639	\$28.64
<u>W-10</u>						
Executive Secretary	A	\$22.9620	\$41,791	\$24.11	\$44,776	\$25.83
Head Custodian I	B	\$23.9377	\$43,567	\$25.13	\$46,679	\$26.93
L.P.N.	C	\$24.9554	\$45,419	\$26.20	\$48,663	\$28.07
	D	\$26.0168	\$47,351	\$27.32	\$50,733	\$29.27
	E	\$27.1218	\$49,362	\$28.48	\$52,887	\$30.51

2006/2007

			35 Hour Week		37.5 Hour Week	
		<u>Hourly Rate</u>	<u>Annual Rate</u>	<u>Weekly Pension Contribution</u> 3%	<u>Annual Rate</u>	<u>Weekly Pension Contribution</u> 3%
<u>W-02</u>						
Dishwasher	A	\$14.7444	\$26,835	\$15.48	\$28,752	\$16.59
Housekeeping Aide	B	\$15.3718	\$27,977	\$16.14	\$29,975	\$17.29
Laundry Aide	C	\$16.0237	\$29,163	\$16.82	\$31,246	\$18.03
	D	\$16.7059	\$30,405	\$17.54	\$32,576	\$18.79
	E	\$17.4161	\$31,697	\$18.29	\$33,961	\$19.59
<u>W-03</u>						
Nursing Assistant	A	\$15.5752	\$28,347	\$16.35	\$30,372	\$17.52
	B	\$16.2362	\$29,550	\$17.05	\$31,661	\$18.27
	C	\$16.9266	\$30,806	\$17.77	\$33,007	\$19.04
	D	\$17.6456	\$32,115	\$18.53	\$34,409	\$19.85
	E	\$18.3956	\$33,480	\$19.32	\$35,871	\$20.70
<u>W-04</u>						
Dietary Aide	A	\$16.4723	\$29,980	\$17.30	\$32,121	\$18.53
Recreation Program Facilitator	B	\$17.1717	\$31,253	\$18.03	\$33,485	\$19.32
	C	\$17.9013	\$32,580	\$18.80	\$34,908	\$20.14
	D	\$18.6628	\$33,966	\$19.60	\$36,393	\$21.00
	E	\$19.4554	\$35,409	\$20.43	\$37,938	\$21.89
<u>W-06</u>						
Account Clerk I	A	\$18.4920	\$33,655	\$19.42	\$36,059	\$20.80
Custodian	B	\$19.2781	\$35,086	\$20.24	\$37,592	\$21.69
	C	\$20.0967	\$36,576	\$21.10	\$39,189	\$22.61
	D	\$20.9513	\$38,131	\$22.00	\$40,855	\$23.57
	E	\$21.8419	\$39,752	\$22.93	\$42,592	\$24.57
<u>W-07</u>						
Bus Driver	A	\$19.6294	\$35,726	\$20.61	\$38,277	\$22.08
Office Support Specialist	B	\$20.4636	\$37,244	\$21.49	\$39,904	\$23.02
	C	\$21.3330	\$38,826	\$22.40	\$41,599	\$24.00
	D	\$22.2398	\$40,476	\$23.35	\$43,368	\$25.02
	E	\$23.1851	\$42,197	\$24.34	\$45,211	\$26.08
<u>W-08</u>						
Account Clerk II	A	\$20.8613	\$37,968	\$21.90	\$40,680	\$23.47
	B	\$21.7489	\$39,583	\$22.84	\$42,410	\$24.47
	C	\$22.6729	\$41,265	\$23.81	\$44,212	\$25.51
	D	\$23.6361	\$43,018	\$24.82	\$46,090	\$26.59
	E	\$24.6419	\$44,848	\$25.87	\$48,052	\$27.72
<u>W-09</u>						
Cook	A	\$22.1982	\$40,401	\$23.31	\$43,286	\$24.97
	B	\$23.1427	\$42,120	\$24.30	\$45,128	\$26.04
	C	\$24.1265	\$43,910	\$25.33	\$47,047	\$27.14
	D	\$25.1518	\$45,776	\$26.41	\$49,046	\$28.30
	E	\$26.2196	\$47,720	\$27.53	\$51,128	\$29.50
<u>W-10</u>						
Executive Secretary	A	\$23.6509	\$43,045	\$24.83	\$46,119	\$26.61
Head Custodian I	B	\$24.6558	\$44,874	\$25.89	\$48,079	\$27.74
L.P.N.	C	\$25.7040	\$46,781	\$26.99	\$50,123	\$28.92
	D	\$26.7973	\$48,771	\$28.14	\$52,255	\$30.15
	E	\$27.9354	\$50,842	\$29.33	\$54,474	\$31.43

2007/2008

		35 Hour Week			37.5 Hour Week	
		<u>Hourly Rate</u>	<u>Annual Rate</u>	<u>Weekly Pension Contribution</u> 3%	<u>Annual Rate</u>	<u>Weekly Pension Contribution</u> 3%
<u>W-02</u>						
Dishwasher	A	\$15.1867	\$27,640	\$15.95	\$29,614	\$17.09
Housekeeping Aide	B	\$15.8330	\$28,816	\$16.62	\$30,874	\$17.81
Laundry Aide	C	\$16.5044	\$30,038	\$17.33	\$32,184	\$18.57
	D	\$17.2071	\$31,317	\$18.07	\$33,554	\$19.36
	E	\$17.9385	\$32,648	\$18.84	\$34,980	\$20.18
<u>W-03</u>						
Nursing Assistant	A	\$16.0424	\$29,197	\$16.84	\$31,283	\$18.05
	B	\$16.7233	\$30,436	\$17.56	\$32,610	\$18.81
	C	\$17.4344	\$31,731	\$18.31	\$33,997	\$19.61
	D	\$18.1750	\$33,079	\$19.08	\$35,441	\$20.45
	E	\$18.9474	\$34,484	\$19.89	\$36,948	\$21.32
<u>W-04</u>						
Dietary Aide	A	\$16.9664	\$30,879	\$17.81	\$33,085	\$19.09
Recreation Program Facilitator	B	\$17.6869	\$32,190	\$18.57	\$34,489	\$19.90
	C	\$18.4383	\$33,558	\$19.36	\$35,955	\$20.74
	D	\$19.2227	\$34,985	\$20.18	\$37,484	\$21.63
	E	\$20.0391	\$36,471	\$21.04	\$39,076	\$22.54
<u>W-06</u>						
Account Clerk I	A	\$19.0468	\$34,665	\$20.00	\$37,141	\$21.43
Custodian	B	\$19.8565	\$36,139	\$20.85	\$38,720	\$22.34
	C	\$20.6996	\$37,673	\$21.73	\$40,364	\$23.29
	D	\$21.5798	\$39,275	\$22.66	\$42,081	\$24.28
	E	\$22.4972	\$40,945	\$23.62	\$43,869	\$25.31
<u>W-07</u>						
Bus Driver	A	\$20.2183	\$36,797	\$21.23	\$39,426	\$22.75
Office Support Specialist	B	\$21.0775	\$38,361	\$22.13	\$41,101	\$23.71
	C	\$21.9730	\$39,991	\$23.07	\$42,847	\$24.72
	D	\$22.9069	\$41,691	\$24.05	\$44,669	\$25.77
	E	\$23.8807	\$43,463	\$25.07	\$46,567	\$26.87
<u>W-08</u>						
Account Clerk II	A	\$21.4872	\$39,107	\$22.56	\$41,900	\$24.17
	B	\$22.4013	\$40,770	\$23.52	\$43,683	\$25.20
	C	\$23.3531	\$42,503	\$24.52	\$45,539	\$26.27
	D	\$24.3452	\$44,308	\$25.56	\$47,473	\$27.39
	E	\$25.3812	\$46,194	\$26.65	\$49,493	\$28.55
<u>W-09</u>						
Cook	A	\$22.8641	\$41,613	\$24.01	\$44,585	\$25.72
	B	\$23.8370	\$43,383	\$25.03	\$46,482	\$26.82
	C	\$24.8503	\$45,227	\$26.09	\$48,458	\$27.96
	D	\$25.9064	\$47,150	\$27.20	\$50,517	\$29.14
	E	\$27.0062	\$49,151	\$28.36	\$52,662	\$30.38
<u>W-10</u>						
Executive Secretary	A	\$24.3604	\$44,336	\$25.58	\$47,503	\$27.41
Head Custodian I	B	\$25.3955	\$46,220	\$26.67	\$49,521	\$28.57
L.P.N.	C	\$26.4751	\$48,185	\$27.80	\$51,627	\$29.78
	D	\$27.6012	\$50,234	\$28.98	\$53,822	\$31.05
	E	\$28.7735	\$52,368	\$30.21	\$56,108	\$32.37

2008/2009

		35 Hour Week			37.5 Hour Week	
		<u>Hourly Rate</u>	<u>Annual Rate</u>	<u>Weekly Pension Contribution</u> 3%	<u>Annual Rate</u>	<u>Weekly Pension Contribution</u> 3%
<u>W-02</u>						
Dishwasher	A	\$15.6423	\$28,469	\$16.42	\$30,503	\$17.60
Housekeeping Aide	B	\$16.3079	\$29,680	\$17.12	\$31,800	\$18.35
Laundry Aide	C	\$16.9996	\$30,939	\$17.85	\$33,149	\$19.12
	D	\$17.7233	\$32,256	\$18.61	\$34,560	\$19.94
	E	\$18.4767	\$33,628	\$19.40	\$36,030	\$20.79
<u>W-03</u>						
Nursing Assistant	A	\$16.5237	\$30,073	\$17.35	\$32,221	\$18.59
	B	\$17.2250	\$31,350	\$18.09	\$33,589	\$19.38
	C	\$17.9574	\$32,682	\$18.86	\$35,017	\$20.20
	D	\$18.7203	\$34,071	\$19.66	\$36,504	\$21.06
	E	\$19.5159	\$35,519	\$20.49	\$38,056	\$21.96
<u>W-04</u>						
Dietary Aide	A	\$17.4754	\$31,805	\$18.35	\$34,077	\$19.66
Recreation Program Facilitator	B	\$18.2175	\$33,156	\$19.13	\$35,524	\$20.49
	C	\$18.9915	\$34,565	\$19.94	\$37,033	\$21.37
	D	\$19.7994	\$36,035	\$20.79	\$38,609	\$22.27
	E	\$20.6403	\$37,565	\$21.67	\$40,248	\$23.22
<u>W-06</u>						
Account Clerk I	A	\$19.6182	\$35,705	\$20.60	\$38,255	\$22.07
Custodian	B	\$20.4522	\$37,223	\$21.47	\$39,882	\$23.01
	C	\$21.3206	\$38,804	\$22.39	\$41,575	\$23.99
	D	\$22.2272	\$40,454	\$23.34	\$43,343	\$25.01
	E	\$23.1721	\$42,173	\$24.33	\$45,186	\$26.07
<u>W-07</u>						
Bus Driver	A	\$20.8248	\$37,901	\$21.87	\$40,608	\$23.43
Office Support Specialist	B	\$21.7098	\$39,512	\$22.80	\$42,334	\$24.42
	C	\$22.6322	\$41,191	\$23.76	\$44,133	\$25.46
	D	\$23.5942	\$42,941	\$24.77	\$46,009	\$26.54
	E	\$24.5971	\$44,767	\$25.83	\$47,964	\$27.67
<u>W-08</u>						
Account Clerk II	A	\$22.1318	\$40,280	\$23.24	\$43,157	\$24.90
	B	\$23.0734	\$41,994	\$24.23	\$44,993	\$25.96
	C	\$24.0537	\$43,778	\$25.26	\$46,905	\$27.06
	D	\$25.0755	\$45,637	\$26.33	\$48,897	\$28.21
	E	\$26.1426	\$47,580	\$27.45	\$50,978	\$29.41
<u>W-09</u>						
Cook	A	\$23.5500	\$42,861	\$24.73	\$45,923	\$26.49
	B	\$24.5521	\$44,685	\$25.78	\$47,877	\$27.62
	C	\$25.5958	\$46,584	\$26.88	\$49,912	\$28.80
	D	\$26.6836	\$48,564	\$28.02	\$52,033	\$30.02
	E	\$27.8164	\$50,626	\$29.21	\$54,242	\$31.29
<u>W-10</u>						
Executive Secretary	A	\$25.0912	\$45,666	\$26.35	\$48,928	\$28.23
Head Custodian I	B	\$26.1574	\$47,606	\$27.47	\$51,007	\$29.43
L.P.N.	C	\$27.2694	\$49,630	\$28.63	\$53,175	\$30.68
	D	\$28.4292	\$51,741	\$29.85	\$55,437	\$31.98
	E	\$29.6367	\$53,939	\$31.12	\$57,792	\$33.34

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 an 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 on 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

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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
HEALTH INSURANCE GRID

BENEFITS SUMMARY DESCRIPTION

The Open Access POS offers you the opportunity to use either Health Net network or non-network health care providers each time you seek medical care, and still receive benefits for covered services.

Open Access POS gives you a powerful new choice. You can work within the Health Net provider network (there are thousands of participating physicians and dozens of hospitals in the Tri-State network) or "opt out" choosing a provider not affiliated with Health Net. Care delivered both within and outside the network is recognized as a managed care benefit. Outside the network, care is subject to deductibles, coinsurance, and claim forms typical of indemnity plans.

Out-of-Network Providers:

- Participant deductible, per calendar year \$200.00
- Family unit deductible, per calendar year \$400.00

In-Network Copayment Maximum: All of your in-network copayments will be applied to the annual in-network copayment maximum of \$400 per participant or \$800 per family per calendar year exclusive of prescription drug benefit.

Out-of-Network Benefits: When using Out-of-Network benefits Prior Authorization is required for all inpatient admissions and certain outpatient procedures. To obtain Prior Authorization, please contact the Health Net Customer Service Department at 1-800-205-0095. A flat penalty of 50% of the initial \$10,000.00 of covered expenses of the cost of the case per each non-certification occurrence is applicable to Out-of-Network reimbursement when the participant does not complete the Prior Authorization process.

General Exclusions: You are not covered for physical exams for employment, insurance, school, premarital requirements or summer camp (unless substituted for a normal physical exam); prescription drugs and some injectables dispensed by a physician in his or her office; dental services including oral surgery (unless services required as a result of an accident); routine eye exams (no illness or injury diagnosed), eyeglasses, or contact lenses; hearing aids; routine foot care; some transplant procedures; cosmetic or reconstructive surgery, unless medically necessary; custodial services; injury or sickness caused by war or service in the armed forces; services of a person who is a member of your immediate family; services of a person who resides in your home; services of volunteers or persons who do not normally charge for their services; services given by a licensed pastor counselor or member of congregation provided in course of normal duties; weight-reduction programs; marriage counseling; or long-term psychiatric treatment.

Health Net will not duplicate any benefits to which members are entitled under Workers' Compensation, No-Fault, Medicare, or other group health insurance coverage.

The services, exclusions and limitations listed above do not constitute a contract and are a summary only. If you have any questions, please call the Health Net Customer Service Dept. at 1-800-205-0095.

BENEFITS	IN-NETWORK	OUT-OF-NETWORK
Benefit Costshares		
	\$10 office visit copayment \$100 hospital admission copayment Out-of-pocket maximum: \$400 ind. /\$800 fam.	Deductible: \$200/\$400 Coinsurance: 80% of first \$5,000 Out-of-pocket maximum: \$1,200 ind. /\$2,400 fam.
Out of pocket maximum exclusive of prescription drug benefit charges, excess R&C*, non covered services, and supplies and charges in excess of maximum visits.		
Preventive Care		
Pediatric Well Care, including immunizations (See page 37)	\$10 copayment	Subject to deductible, coinsurance, and R&C
Monthly - birth to 5 months of age Every other month - 6 months to 11 months of age Every 3 months - 12 months to 23 months of age Every 6 months - 24 months to 35 months of age Once per calendar year - age 3 through age 17		
Adult Routine Physical Examinations	\$10 copayment	Subject to deductible, coinsurance, and R&C
Every 3 calendar years - age 18 to 29 Every other calendar year - age 30 to 49 Every calendar year - on or after age 50		
Gynecological Routine Examinations	\$10 copayment	Subject to deductible, coinsurance, and R&C
Once per calendar year In addition - as medically necessary		
Mammographic Services	\$10 copayment	Subject to deductible, coinsurance, and R&C
Age 35 to 39 - one baseline mammography Age 40 and over-once every calendar year or as medically necessary		
Hearing Examinations	\$10 copayment	Subject to deductible, coinsurance, and R&C
Medical Services		
Medical Office Visit	\$10 copayment	Subject to deductible, coinsurance, and R&C
Outpatient - Occupational, Physical and Speech Therapy	\$10 copayment	Subject to deductible, coinsurance, and R&C
Combined 30 visit maximum per calendar year		

Please Note: For any services listed for which a visit or dollar limit is indicated, In-Network and Out-of-Network Services count collectively toward the limit.

R&C - Reasonable and Customary Allowance

BENEFITS	IN-NETWORK	OUT-OF-NETWORK
Chiropractic Therapy	\$10 copayment 30 visit maximum per calendar year	Subject to deductible, coinsurance, and R&C
Allergy Services	\$10 copayment Allergy shots including bee venom extract Office visit and allergy shots combined subject to one copayment	Subject to deductible, coinsurance, and R&C
Diagnostic Lab & X-Ray and Chemotherapy Services	100% of covered expenses	Subject to deductible, coinsurance, and R&C
Inpatient - Medical Services	100% of covered expenses \$100 copayment per admission Prior Authorization required for certain procedures	Subject to deductible, coinsurance, and R&C
Surgery Fees	100% of covered expenses Prior Authorization required for certain procedures	Subject to deductible, coinsurance, and R&C
Office Surgery	\$10 copayment Prior Authorization required for certain procedures	Subject to deductible, coinsurance, and R&C

Mental Health and Substance Abuse	IN-NETWORK	OUT-OF-NETWORK
Inpatient Hospital Psychiatric Biologically Based	100% of covered expenses \$100 copayment per admission	Subject to deductible, coinsurance, and R&C
Outpatient Mental Health Biologically Based	\$10 copayment	Subject to deductible, coinsurance, and R&C
Inpatient Hospital Psychiatric Non-Biologically Based	100% of covered expenses \$100 copayment per admission	Subject to deductible, coinsurance, and R&C
	60 Inpatient day maximum or substitution for 120 partial hospitalization days per calendar year	
Outpatient Mental Health Non-Biologically Based	\$20 copayment	50% R&C
	30 Outpatient Visits per calendar year	
Inpatient Hospital Substance Abuse and / or Alcoholism	100% of covered expenses \$100 copayment per admission	Subject to deductible, coinsurance, and R&C
Outpatient Substance Abuse and / or Alcoholism	\$10 copayment	Subject to deductible, coinsurance, and R&C
	Combine inpatient and outpatient maximum of 45 days per calendar year	
Emergency Care		
Emergency Room	\$50 copayment Waived if admitted	\$50 copayment Waived if admitted
After Hours Urgent Care Center	\$10 copayment	\$10 copayment
Walk-In Center	\$10 copayment	\$10 copayment
Ambulance	100% of covered expenses	100% of covered expenses
	When determined medically necessary	

Biologically-based mental illnesses include: Schizoaffective Disorder, Major Depressive Disorder, Bi-Polar Disorder, Paranoia and other Psychotic Disorders, Obsessive-Compulsive Disorder, Panic Disorder, Pervasive Development Disorder, or Autism.

BENEFITS	IN-NETWORK	OUT-OF-NETWORK
Inpatient Hospital		
General/Medical/Surgical/ Maternity (semi-private)/ Intensive Care	100% of covered expenses \$100 copayment per admission	Subject to deductible, coinsurance, and R&C
	Subject to non-emergency precertification	
Ancillary Services (medication, supplies)	100% of covered expenses	Subject to deductible, coinsurance, and R&C
Outpatient Hospital		
Outpatient - Surgery, Facility Charges	100% of covered expenses	Subject to deductible, coinsurance, and R&C
Diagnostic Lab & X-Ray	100% of covered expenses	Subject to deductible, coinsurance, and R&C
Pre-Admission Testing	100% of covered expenses	Subject to deductible, coinsurance, and R&C
Other Services		
Rehabilitation	100% of covered expenses	Subject to deductible, coinsurance, and R&C
	45 day maximum or substitution for hospitalization	
Skilled Nursing Facility	100% of covered expenses	Subject to deductible, coinsurance, and R&C
	60 day maximum per calendar year	
Hospice	100% of covered expenses	100% of covered expenses
	Individuals with life expectancy of 6 months or less	
Durable Medical Equipment	80% coinsurance	50% coinsurance
	\$10,000 maximum per calendar year	
Prosthetics	100% of covered expenses	Subject to deductible, coinsurance, and R&C
	\$5,000 maximum for prosthetic Calendar year replacement parts maximum \$500	
Home Health Care	Covered 100% of covered expenses with prior approval	Subject to deductible, coinsurance, and R&C
Prescription Drugs	\$5 generic \$10 brand \$5 mail order (90-day supply) No maximum Effective July 1, 2007: \$10 Generic	Emergency pharmacy services only

	\$20 Preferred Brand (30 day supply) \$30 Non-Preferred Brand (30 day supply) \$10 Mail Order (90 day supply)
Dependent/Student Eligibility	Child to age 19 Child to age 23 if full time student