COLLECTIVE BARGAINING AGREEMENT

CITY OF STAMFORD

and

STAMFORD BOARD OF EDUCATION EMPLOYEES ASSOCIATION

Custodian and Maintenance Workers

July 1, 2010 - June 30, 2025

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AGREEMENT

By and between the CITY OF STAMFORD (hereinafter referred to as the City) and the Stamford Board of Education (hereinafter referred to as the Board) and the Stamford Board of Education Employees Association - SBOEEA (hereinafter referred to as the Association).

WITNESSETH

That, in order to increase general efficiency in the school system of the City and to maintain the existing harmonious relationship between the City/Board and its non-professional employees and to promote equal rights regardless of race, color, sex, or creed and the well being and security of said employees, it is hereby agreed as follows:

ARTICLE I
RECOGNITION

Section 1

The City and the Board hereby recognize the Association as the sole and exclusive bargaining agent with respect to wages, hours and working conditions of all employees as certified by the Board of Labor Relations in Decision No. 658 employed in the school system of the City whose job descriptions and duties, set forth in Appendix I, is incorporated by reference herein, with the exception of seasonal, substitute and temporary employees as hereinafter defined. Part-Time Custodians are additionally recognized as members of the bargaining unit and shall be subject to Article II.

Section 2

Seasonal employees are employees hired for a period not to exceed one hundred and nineteen (119) calendar days during the months of June, July, August and September.

Section 3

Substitute employees are employees hired for the purpose of filling the position of a specific regular employee for the period of a sick leave or other extended leave of absence, provided however that any person regularly used as a substitute for employees on such leave shall be deemed an employee covered by the terms of this Agreement.

Section 4

Temporary employees are employees hired for a period not to exceed sixty (60) days for such special purpose as the Board may see fit.

Section 5

Unless otherwise provided for herein, the terms of this Agreement shall apply to all employees described in Section 1 of this Article, other than seasonal, substitute and temporary employees, from the date of their respective hiring. Provided, that the terms and any and all benefits provided by this Agreement shall apply to Part-Time Custodians only when specifically and clearly stating such application. The parties intend that the only benefit provided to this position is an hourly rate. The effective date of this provision shall begin on the execution date of the July 1, 2005 – June 30, 2025 Agreement, and terminate on June 30, 2025.

ARTICLE II
ASSOCIATION SECURITY

Section 1

All employees hired after the date of execution hereof shall either become members of the Association or pay an association service fee as a condition of continued employment. All such employees and all present employees who are members of the Association hereafter shall remain members of the Association in good standing by the payment of their regular monthly dues on or before the last day of each month as a condition of continued employment. Any employee not required to join the Association under the provisions of this paragraph shall nevertheless, as a condition of continued employment, be required to pay to the Association monthly, commencing thirty (30) days after the execution hereof, as a service fee, amounts equal to the monthly dues required to be paid from time to time by members of the Association.

Section 2

The City/Board agrees to deduct regular Association Dues and service fees from the pay of each employee who has signed and submitted to the City/Board a card authorizing such deduction. All sums so deducted shall be sent monthly to the Treasurer of the Association.

Section 3

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

ARTICLE III
SENIORITY

Section 1

At the beginning of each school year, the Board shall furnish to the Secretary of the Association a list of all employees covered by this Agreement in order of their seniority, together with the then current salary of each.

Section 2

All new employees shall serve a probationary period of six (6) months. Upon completion of the probationary period, the seniority of such new employees shall date from the date of hiring. The City/Board, in its sole discretion, may extend an employee's probationary period by up to an additional six (6) months.

Section 3

All employees promoted during the term hereof shall be deemed to be serving a probationary period in the new position for a period of three (3) months after the promotion. The City/Board, in its sole discretion, may extend an employee's promotional probationary period by up to an additional six (6) months. Any employee who does not successfully complete the probationary period for the promotional position as a result of the new job requirements of the position shall be returned to his/her previous position.

ARTICLE IV
PROMOTIONS AND TRANSFERS

Section 1

All vacancies in any job classification covered by this Agreement shall be posted on bulletin boards to be furnished for Association communications by the Board in each school and other places where employees assemble. Any such vacancy to be filled by promotion shall be filled within thirty (30) days after the vacancy shall have been posted, provided however that in the event there are less than three (3) names available for appointment on the eligibility list for the position involved in effect at the time of such posting, and the City/Board shall determine to request the Human Resource Department to establish a new eligibility list for such position, the vacancy shall be filled within thirty (30) days after such new list has been established and certified to the City/Board.

Section 2

Transfers

a. Initial Vacancy: In the event a vacancy exists in the Custodial Aide, Custodian, Lead Custodian, Head Custodian I or Head Custodian II classifications, the City/Board will post the position for five (5) days. Internal candidates, within the posted classification, who may desire to fill such vacancy shall so notify the City/Board in writing within the five (5) day period. At the close of the posting period, the City/Board will fill the vacancy with the most senior candidate, provided the individual has a satisfactory work history (as determined by his/her evaluation), no attendance/tardiness problems, and no disciplinary record. All vacant full-time positions specifically occupied by temporary employees must be filled according to the current hiring process within ninety (90) days. After ninety (90) days, unless otherwise agreed, those positions must be offered as an overtime opportunity.

b. Subsequent Vacancies: The vacancy will be filled in one of the following manners, as determined by the City/Board:

1. The vacancy shall be available for transfer for a period of five (5) days from the date the vacancy is posted. Any employee in the same job classification in which such vacancy exists who may desire to fill such vacancy shall so notify the City/Board in writing within the five (5) day period. At the close of the posting period the City/Board will fill the vacancy with the most qualified individual applicant, based upon the individual's work history, disciplinary record, attendance record. In the event there are two equally qualified candidates, the employee with greater seniority will be selected. Notwithstanding the foregoing, no employee shall be entitled to a transfer to any position which is under the supervision of any member of his family.

2. In the event there is no qualified candidate, the vacancy will be filled by a candidate off an eligibility list (open competitive or promotional).

3. Should an employee be transferred to a position with a higher salary grade on a temporary basis, such transfer shall not be longer than ninety (90) days, thereafter, the assignment will be rotated by seniority. Provided, should that employee be the only employee qualified to perform the job, this restriction shall not apply.

Section 3

Promotions

a. Promotional vacancies, as determined by the City/Board, will be filled in accordance with the Classified Service Rules of the City of Stamford.

b. A vacancy in the position of Head Custodian I-Day Shift, will first be filled by the transfer of a Day Shift Head Custodian in accordance with the procedure set forth in Sec. 2(a) above. In the event there is not a qualified candidate and/or a Day Shift Head Custodian I vacancy exists after day shift transfers, the City/Board will post the position for interested Lead Custodians personnel. Interested eligible personnel may make written application for consideration to the City/Board, within five (5) working days from the date the vacancy is posted. The most qualified individual applicant will be selected for the promotion to Day Shift-Head Custodian I, based upon the individual's work history, disciplinary record, attendance record and ability as determined in a selection interview. This provision will be applicable only to Head Custodians I - Day Shift vacancies for "Night Shift Lead Custodians" appointed after effective date of the agreement.

Section 4

In no event shall the City/Board be required to make more than two (2) transfers as a result of any such vacancy, subject to the conditions set forth above in Section 2.

Section 5

Except as provided for herein, all promotions shall be governed by the applicable Civil Services Rules and Regulations in effect at the time of the promotion, and no action taken thereunder shall be subject to contest or arbitration under this Agreement.

Section 6

If in any open competitive examination given by the Personnel Commission to fill a vacancy in the position of Maintenance Tradesworker II, the Personnel Commission shall determine to give credit to any applicant for years of service as a Journeyman, any Custodian or Head Custodian taking such examination shall be entitled to receive similar credit for one-half (1/2) the number of years in which such employee held the position of Custodian or Head Custodian in the City's school system.

Section 7

New employees shall have no transfer or promotional rights during their probationary period.

Section 8

Upon promotion from one job classification to another with a single rate, the employee promoted shall receive a salary equal to the rate in the new classification. Upon promotion to a job classification with multiple rates, the employee promoted shall receive the starting rate in the new classification provided it is at least the same as his/her rate in the previous classification; if it is not, the employee shall be paid at the lowest of the new multiple rates that would represent an increase.

Section 9

Involuntary transfers of a permanent nature require two (2) weeks notice to the affected employee. Further, involuntary transfers of a permanent nature will be filled with the least senior employee in the classification. No employee, however, shall be reduced in status or pay without just cause.

Section 10

In the event a bargaining unit member is displaced voluntarily or involuntarily from his/her position for any reason (e.g. retirement, resignation, termination reassignment, promotion), thereby creating a vacancy, such vacant position and particular shift in which the displaced bargaining unit member was working shall be the position and shift posted.

ARTICLE V
HOURS OF WORK

Section 1

Seven and one-half (7-1/2) hours shall constitute a normal day's work and thirty-seven and one-half (37-1/2) hours shall constitute a normal week's work, except that from the day after the close of the school year until the day before opening day for teachers, and during the Christmas, winter and spring school vacations, the normal day's work shall be seven (7) hours, and thirty-five (35) hours shall be a normal week's work. All employees shall have a fifteen (15) minute coffee break each morning and afternoon.

Section 2

For all Custodians and Custodial Aides: The normal first shift will be in operation from 7:00 a.m. - 3:00 p.m. with 1/2 hour for meal break whenever school is in session. When school is not in session, there will be only one shift and its normal hours will be from 8:00 a.m. - 3:30 p.m. with 1/2 hour for meal break. Each individual's hours will be set by his immediate supervisor according to the guidelines which follow:

A. The Head Custodian I, except in schools where there is a Head Custodian II, shall have the normal hours of from 8:00 a.m. - 4:00 p.m. with 1/2 hour for meal break. In schools with both a Head Custodian II and Head Custodian I, the Head Custodian II shall have normal hours of 8:00 a.m. - 4:00 p.m. and the Head Custodian I shall have the normal hours of 3:00 p.m. - 11:00 p.m. Maintenance Foreman and the Grounds Supervisor shall have the normal hours of 8:00 a.m. - 3:30 p.m. with 1/2 hour for meal break.

B. Throughout the school year, the Board of Education may rearrange the number of employees on each shift and may schedule the work shifts, to start and stop within two (2) hours of the normal shift hours. However, an employee may neither be switched from first to second, nor second to first shift without two (2) weeks notice. Employees shall be given at least one (1) week's notice of normal shift hour changes. But, an employee may choose to waive this notice at his/her convenience. Management shall make all reasonable efforts to stabilize the hours of its employees.

C. The City/Board may, in its sole discretion, elect to move custodial personnel from days to evenings. In the event the City/Board chooses to do so, the City/Board will institute a bid system within each school. Individuals will bid, by seniority, in each school. Employees hired prior to November 1, 1986 shall be exempt from second shift for good cause shown.

D. A ten percent (10%) differential will be paid to those working the second shift. Payment will be made in the employee's regular paycheck.

E. Effective July 1, 1998, all new hire custodians shall be incorporated into a flexible pool of labor. The City/Board may utilize these "floaters" to perform custodial functions anywhere within the District. The work schedules and hours of work of such floaters will be set by the designee of the City/Board and will not change without a minimum of two (2) weeks notice. Floaters will work within the regular chain-of-command for the facility to which they are

assigned. The floater pool will be limited to the fifteen (15) least senior custodians. The senior-most custodian of the fifteen (15) will move out of the floater pool upon the hire of a new custodian, however the size of the pool will never fall below fifteen (15).

F. During the school year, the Board of Education may, in its sole discretion, elect to institute a "swing shift" for custodians, with working hours from 11:00 a.m. – 7:00 p.m. This shift may be staggered one (1) hour each way from the normal starting time such that a shift may begin as early as 10:00 a.m. and as late as 12:00 p.m. The Board of Education will solicit volunteers to fill the swing shift in each school it is implemented. In the absence of volunteers, the least senior employee at the school will be assigned to the swing shift.

Section 3

With respect to Maintenance Tradesworker II and Maintenance Tradesworker Foreman, such work shall be scheduled between the hours of 8:00 a.m. and 4:00 p.m. - 3:30 p.m. from the day after the close of the school year for teachers until the day before opening day for teachers, and during the Christmas, winter and spring school vacations - Monday through Friday, with one-half (1/2) hour for lunch.

The Board of Education may, in its sole discretion, elect to institute an evening shift for tradesworker classifications. Such shift will be 2:00 p.m. to 10:00 p.m. Any employee hired after July 1, 2002, may be assigned to the evening shift, or other schedule of hours, as determined by the Board, provided they are given two (2) weeks notice. The Board of Education will solicit volunteers to fill the evening shift. Further, in the absence of volunteers, the least senior employee hired in a trades classification, after the ratification date of the contract, may be assigned to this alternate shift with two (2) weeks notice.

Section 4

With respect to Custodial Aides and Ground Crew Supervisor, such work shall be scheduled for Custodial Aides between the hours of 8:00 a.m. and 4:30 p.m. with one (1) hour for lunch, and Ground Crew and Supervisor from 8:00 a.m. to 4:00 p.m. with one-half (1/2) hour for lunch.

Effective July 1, 1998, the next three (3) new hires in the Grounds Crew shall be incorporated into a flexible pool of labor. The City/Board may utilize these "floaters" to perform grounds crew functions anywhere within the District. The work schedules and hours of work of such floaters will be set by the designee of the City/Board and will not change without a minimum of two (2) weeks notice. The senior-most floater will move out of the floater pool upon the hire of a new grounds crew employee, however the size of the pool will never fall below three (3).

The City may in its sole discretion elect to make the Grounds Crew classification a permanent classified position. In the event the City elects to do so, incumbents who qualify will be permitted to take the examination. Any incumbent who does not pass the examination will remain in their current assignment and will be reassigned to a custodial vacancy when a vacancy is created.

Section 5

"Summer hours shall be 7:00 A.M. to 2:30 P.M., provided that should the school remain open with other Board office support staff present, one employee per building shall have a schedule ending at 4:00 P.M. Provided further, that the school where the School Resource Officer (SRO) Summer Camp is conducted, the summer hours shall have a schedule ending at 5:00 P.M. for one employee. The parties are not in agreement that this SRO provision will continue in the Agreement after July 1, 2010. Therefore, the City and Board must propose to retain this provision in the reopener.

Section 6

Custodial Aides shall not be required to work on any day when the school to which the aide is assigned is closed on account of snow conditions, but shall nevertheless be paid for such day.

Section 7

Except as provided in Section 8 below, all employees shall be paid additional compensation at the rate of time and one-half (1½) their regular rate of pay for work performed by them in excess of the normal daily and weekly hours referred to in Article V, and twice (2) their regular rate of pay for work performed by them on Sundays, except that if such Sunday work shall be in connection with church services or church activities, or with the inspections referred to Section 8 below, or non-profit youth and school activities, including youth activities sponsored by the Board of Recreation, the additional compensation therefore shall be at the rate of time and one-half their regular rate of pay.

Section 8

Maintenance Tradesworker II and Maintenance Tradesworker Working Foreman who are electricians and plumbers shall perform "standby" duty on a rotating basis for periods of seven (7) consecutive days, as heretofore, for a total of not less than six (6) or more than nine (9) months in any school year, which such total period shall be fixed by the Administrative Office. Each employee performing such standby duty shall be paid therefore two (2) days' pay (two-fifths of his regular week's wages) for each such seven-day period. If any employees assigned to such duty shall be unable for any reason to remain on duty on any day, he shall have the obligation to make whatever arrangements are necessary to obtain the services of a qualified fellow employee to perform such standby duty for him without additional cost to the City or the Board.

Section 9

Custodians or Head Custodians shall be given a minimum of three (3) hours of overtime for any City/Board authorized routine inspection visit required to be made to any High School on a Saturday, Sunday or Holiday and a minimum of two (2) hours of overtime for any such City/Board authorized inspection in any other school and for additional cleaning work, when authorized by the City/Board, on each occasion when the City/Board is unable to provide a substitute for a Custodian or a Head Custodian absent from any school for any reason. Except for the routine inspection visit referred to above, and except for night shift functions referred to in

Paragraph 10(1) below, each employee called back to work in an emergency after the completion of his/her regular shift assignment shall be paid two (2) hours call-back pay, if called back between the hours of 4:00 p.m. up to 12 midnight, if called back to work in an emergency. Employees called after the completion of his/her regular shift assignment to work in an emergency between the hours of 12 midnight to 7:00 a.m. shall be paid three hours (3) call-back pay. Provisions for call-back pay shall apply all seven days a week.

Section 10

The City/Board reserves the sole and exclusive right to determine the scope, nature and staffing requirements of all overtime work in connection with night and weekend functions.

a. Board of Education Functions: All employees shall be paid one and one-half (1½) times the regular hourly rate for all overtime work performed in connection with night and weekend functions. There shall be a minimum of three (3) hours of overtime for each assignment. Overtime under this section will be distributed in accordance with Section 11 below. The minimum does not apply to overtime continues to an employees shift.

b. Non-Board of Education Functions: The City agrees to consult with the Head Custodian in the establishment of guidelines/standards for outside functions. In the event a dispute occurs with respect to the guidelines, the Association must notify the City of its objection. The parties will discuss the objections, however the City remains the final authority in determining the guidelines/standards. All such overtime assignments will be for a minimum of three (3) hours, including all City related/sponsored functions. The minimum does not apply to overtime continuous to an employees shift.

Section 11

All overtime shall be distributed equally among employees in the same school, or, in the case of Maintenance Tradesworker II and Maintenance Tradesworker Working Foreman, among employees performing the same type of work, provided that such distribution does not unreasonably affect the efficiency of the work. The preceding sentence shall not apply to any employee who is working subject to a medical requirement that he performed only light duty or to any Custodian or Head Custodian who is unable to perform snow removal duty for physical or medical reasons. Any regularly assigned overtime shall be posted in the Custodian's office in each school. Wherever feasible, employees shall be notified at least forty-eight (48) hours in advance of any overtime assignment, and overtime previously scheduled for work assignment, and overtime previously scheduled for work during the day on a Saturday or a Sunday shall not be canceled without at least forty-eight (48) advance notice. Overtime will be administered by the Head Custodian at each school. All overtime opportunities shall be offered to all full time employees first in the specific building, and then to all other full-time Custodians within the district prior to offering overtime to part-time employees, in a process managed by representatives of the Employee Association. The Association agrees that any dispute concerning this process shall not be subject to the grievance procedure.

ARTICLE VI
WAGES

Section 1

The hourly wages of employees covered by this Agreement shall be as set forth in Appendices hereof. The terms of additional compensation for the Team Leader assignment are set forth in Addendum 1 hereto. In computing the wages to be paid to Maintenance Tradesworkers II under the aforesaid schedules, such employees shall receive credit for one-half (1/2) the years employed as a Journeyman by an employer other than the Board as though they were years of employment by the City/Board.

Section 2

Any employee required to work temporarily in a higher rated classification, for one (1) working day or more, shall receive for such work, the rate in such higher classification. Furthermore, such payment will be retroactive to the first day of the period of out of class work.

Section 3

Each employee covered by this agreement, shall receive, after the tenth (10th) anniversary of employment, a lump sum longevity bonus paid annually, as set forth below:

10 yrs. service	$350.00
15 yrs. service	$450.00
20 yrs. service	$550.00
25 yrs. Service	$650.00

Longevity payments will be made lump-sum during the month of December each year. Longevity will continue to count towards the employee's pension in calculating base salary. An employee, who will be eligible for longevity during the fiscal year, will receive his/her longevity in December (ex. Employee with ten years as of February 20th during the fiscal year, will receive longevity pay in December, two months earlier. Conversely, an employee who reaches ten years as of August 20th will receive longevity in December, four months later).

Section 4

There shall be a general wage increase effective as follows:

7/1/2010 – 6/20/2011.....$1,500.00 lump sum payment

7/1/2011 – 6/30/2012.....0% with the $1,500.00 from 7/1/2010-6/30/2011 added to base of 7/1/2011-6/30/2012 salary schedule

7/1/2012 – 6/30/2013.....2.85%

For all part-time employees, there shall be a flat $650.00 wage increase, effective July 1, 2010, and another fifty ($0.50) cent per hour wage increase, effective July 1, 2011.

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 of absences 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.

Section 5

In the event of overpayment of wages, the City/Board shall have the right to an automatic return by way of payroll deduction upon satisfactory demonstration to the employee and the union that such overpayment has conclusively been made.

ARTICLE VII
VACATION AND PERSONAL LEAVE

Present vacation policies shall remain in effect. The existing vacation schedule shall be:

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

Section 2

Any employee shall be entitled to accumulate and carry over from year to year earned vacation leave up to a total of sixty (60) days of his earned vacation leave. 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 exceeding sixty (60) days may be granted.

Section 3

The vacation period shall not be confined to the months of July and August. The Administrative Office shall endeavor, subject to its requirements for efficient operation and maintenance of the schools, to grant reasonable requests for vacation at other times of the year. Where vacation requests cannot be granted because of excessive requests for any specified period, vacations shall be assigned on the basis of seniority of those requesting them.

Section 4

Employees who are on sick leave during the entire period of paid leave and the first ninety (90) days thereafter shall be deemed to be continuously employed for purposes of computing the amount of vacation leave to which they are entitled.

Section 5

Each employee shall have three (3) days of personal leave in each contract year.

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

If employee is hired:

July 1 - August 31	Three (3) personal days
September 1 - October 31	Two (2) personal days
November 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.

Section 6

Employees are limited to using fifteen (15) of their accrued vacation days as "emergency" vacation days. "Emergency" is defined as an unforeseen and/or unexpected event requiring the employee to request time off.

ARTICLE VIII
INSURANCE AND PENSIONS

Section 1 - Health Insurance

Effective upon the ratification of this agreement, the City agrees to provide medical benefits for each eligible individual employed under the terms of this collective bargaining agreement, along with their enrolled eligible dependents, in accordance with Appendix 2 attached to this Agreement.

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

The SPD will govern the administration of the benefits in Appendix 2, attached to this Agreement.

Section 2 - Dental and Vision

The City will provide a PPO dental plan as follows:

Co-insurance		Deductibles	
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	effective 1/1/07	$2,000/per covered dependent
	effective 1/1/08	$2,250/per covered dependent
	effective 1/1/09	$2,500/ per covered dependent
Orthodontics	$2,500 lifetime/per covered dependent	

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

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

Section 3 - Life Insurance

The City will provide term life insurance of fifty thousand (50,000) dollars for each employee at no cost to the employee. Effective upon execution of the July 1, 2005 – June 30, 2025 Agreement, employees receiving a salary in excess of fifty thousand ($50,000) dollars shall receive life insurance at no cost to the employee at the salary level effective July 1, 2005. All other employees and all future employees shall receive fifty thousand ($50,000) dollar term life insurance. For those employees who choose to participate in this term life insurance plan, while an active employee, the City will provide and pay for a term life insurance policy in the face amount of six thousand ($6,000) upon retirement from the City. Non-participants are not eligible for such coverage upon retirement and may not enroll as a retired employee.

Section 4 - Retiree Insurance

A. Retiree Benefits

Pre Age Sixty-Five (65): The City will make available health insurance in accordance with appendix 2, providing for hospital and medical benefits, but not including dental or optical, to employees who retire, with a pension from the City of Stamford Custodians and Mechanics Pension Fund.

B. Retiree Costs

Cost to age 65: To receive medical coverage, the employee must pay one-third (33%) and the City will pay two-thirds (66%) of the cost of such plan. Effective July 1, 2011, the employee shall pay fifty (50%) percent and the City will pay fifty (50%) percent.

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

Section 5 - Pension Benefits

A. Each employee, hired before the date of this contract, shall be and remain covered by the Custodians and Mechanics Pension Funds (as described in Sec. C7-30-1 through 11 of the Charter of the City of Stamford, as amended and revised, and as modified by the terms of this bargaining agreement between the City and the Association).

B. The Custodians and Mechanics Pension Fund shall be revised to include the potential for future retiree pension adjustments as set forth in Appendix 3.

C. The cost of actuarial and associated administrative expenses for the Custodians and Mechanics Pension Fund will be paid for by the Fund.

D. Effective as soon as the pension plan document is approved by the Pension Board and the City Boards, 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.

E. The City will contribute to the Custodians and Mechanics Pension Fund the amount actuarially necessary to fund the plan.

F. In consideration of the fact that employees covered by this agreement do not receive Social Security, employees who retire shall receive annually from the Fund a pension benefit equal to two and one-quarter percent (2.25%) of his/her basic annual salary, multiplied by the number of his/her years of service. However, notwithstanding, in no event may the pension benefit of an eligible employee exceed seventy-four and one-quarter percent (74.25%) of his/her basic annual salary.

G. In consideration of increasing the pension benefit from two percent (2%) to two and one-quarter percent (2.25%), employee contributions to the Custodian and Mechanics Pension Fund shall be seven percent (7%) of their annual salary.

H. Employees who retire under the provisions of the Custodians and Mechanics Pension Fund shall be eligible for a survivorship benefit provided he/she has at least ten (10) years of service but less than fifteen (15) years of service, and is eligible to receive a pension. Further, this change does not impact the current provision regarding pension survivorship benefits upon death while the employee is actively employed by the employer.

I. The provisions of the Custodian and Mechanics Pension Fund as provided by this agreement will be modified to provide for non-work related disability pension eligibility for individuals with ten (10) or more years of continuous service. Such non-work related disability pension will be subject to the terms and conditions set forth in the Custodian and Mechanics Pension Plan.

J. The City will offer employees, with vacation and/or sick leave banks, who are eligible for pay-out, the following options, upon retirement:

i. Exchanging up to a total of One Hundred Twenty-Five (125) vacation/sick leave days for additional pension credit. The calculation will be based on twenty-five (25) vacation/sick leave days equating to an additional one and one-half percent (1.5%) added to his/her pension, up to a maximum of seven and one-half percent (7.5%). No pension will exceed the maximum of eighty one and three-quarters percent (81.75%); or

ii. A lump-sum payment for sick and/or vacation leave, consistent with Article XI, Section 3 below.

K. Effective upon execution of this agreement, employees who have served in active United States Military Service, shall be given up to six (6) months to exercise an option to buy-back up to a maximum of three (3) years of their service time, credited under the Custodians and Mechanics Pension Fund, and allowed up to twenty four (24) months in equal payroll deducted installments to pay for such credited service. Such time shall not count toward vesting in the Fund, but shall be included in calculation of years of service.

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

L. All employees hired after July 1, 2011, shall not become members of the Custodian and Mechanics Pension Fund, but shall contribute at least four (4%) percent of employee's wages to a 457 deferred compensation plan. The City shall contribute nine percent (9%) of employee's wages to a 401(a) money purchase plan. The City and the employee shall be exempt from the Social Security Tax.

Section 6 - Employee Assistance Program

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

Section 7 - 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 (6) months apart (January and July).

An eligible employee choosing this option shall be able to rescind such option during the annual open enrollment window period, or as a result of a change in "family status". A change in "family status" results from the eligible employee's marriage, divorce, birth or adoption of a child, death of a spouse or child, or the loss of other health benefit coverage. An employee wishing to change this waiver option must give the Benefit Manager's Office at least fifteen (15) days advance written notice. If such option is rescinded, all prior rescinded coverage will become effective at the beginning of the month following the written notice to reinstate such coverage. An eligible employee, who reinstates health benefits during the medical plan year must reimburse the City the money received for waiving such insurance coverage. In lieu of a lump sum re-payment, an employee may elect to reimburse the City in weekly installments through payroll deduction, over a six (6) month period.

Section 8 - Administration of Benefits

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

Section 9 - Flexible Spending Accounts

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

Section 10 - Employee Contributions

Employees shall be required to contribute, pursuant to Internal Revenue Code Sec. 125, on a pre-tax payroll deduction basis a percentage of the premium equivalent rate for their single, two-person (two [2] times single coverage), family coverage (two and one-half [2½] times single coverage), respectively for the medical and prescription drug benefits based on the table below. 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 Association and the mandatory requirement of the employee to be eligible for medical, dental and vision benefits.

> Effective July 1, 2010, the contribution shall be eleven (11%) percent of the premium equivalent rate.
>
> Effective July 1, 2011, the contribution shall be twelve (12%) percent the premium equivalent rate.
>
> Effective July 1, 2012, the contribution shall be thirteen (13%) percent the premium equivalent rate.

ARTICLE IX
HOLIDAYS

Section 1

The following shall be paid holidays: New Year's Day, Martin Luther King Day, Good Friday, Memorial Day, Annual Outing, Fourth of July, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve after 10:30 a.m. and Christmas Day. Conflicts with school calendar will be adjusted by negotiations between the Association and the Board to ensure that employees receive 13.5 holidays, inclusive of one (1) floating holiday.

Each employee shall have three (3) 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 consent shall not be unreasonably withheld.

Section 2

Employees 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 holiday may occur.

Section 3

If any such holiday falls on a Sunday, the following day shall be deemed the holiday. If any such holiday falls on a Saturday, the day before shall be deemed the holiday.

Section 4

Employees required to work on such holidays shall receive compensation at the rate of time and one-half their regular rate of pay in addition to their regular holiday pay.

Section 5

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

Section 6

Any employee on paid sick leave on any such holiday shall receive his regular day's pay for such day, and the same shall not be charged against his accumulated sick leave.

Section 7

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

ARTICLE X
SBOEEA SICK LEAVE BANK

Section 1

A. The "sick leave bank" is established to be used to provide additional paid sick leave for extreme hardship cases due to personal illness and/or personal injury and are not intended for casual use. Any employee 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.

B. A committee shall be established consisting of two (2) persons designated by the Association and two (2) persons designated by the City/Board, 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. Only an employee who contributed in that calendar year shall be eligible to draw from the sick bank.

C. The granting of any sick leave days shall be by majority vote of the committee members; the chairperson will vote only in the event of a tie vote. All votes shall be final.

D. Any employee who has exhausted his or her sick leave may apply, in writing, to the Sick Leave Committee for a grant of sick leave from the sick leave bank. The number of days granted shall be determined by the committee but shall not exceed thirty (30) days. A written request for a second thirty (30) day grant may be submitted; however, the total number of days granted may not exceed sixty (60) days in a fiscal year.

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

F. Days from the sick leave bank may not be granted to employees who are permanently unable to return to work or who are not able to return to work within the reasonably foreseeable future, as determined by medical evaluation.

G. Employees who reach the current sick leave accumulation cap of one hundred and sixty-five (165) days will have all days earned in excess of 165 deposited in the sick leave bank.

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

ARTICLE XI
SICK, INJURY AND OTHER LEAVE

Section 1

Each employee hired prior to the execution date of this contract shall be entitled to sick leave with full pay computed of the basis of one and one-quarter (1¼) working days for each completed month of service.

Section 2

Employees hired after the execution date of this contract, shall receive sick leave with pay computed on the basis of one (1) day for each completed month of service. Each July 1st after their date of hire, employees will have three (3) sick leave days deposited into the sick leave bank. Employees may apply for sick days beyond their personal bank in accordance with the SBOEEA 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 the execution date of the contract will

receive no pay-out for unused sick leave. Employees are not eligible to use sick leave until completion of their probationary period.

Section 3

For employees hired before the execution date of the contract, the maximum accumulation of sick leave shall be one hundred and sixty-five (165) days, and the Board shall pay an employee at retirement on pension or on Social Security for one-half of his/her then accumulated sick leave, not to exceed eighty-two and one-half (82.5) 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.

Section 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 six 6 months.

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 with or without reasonable accommodation, 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.

The City/Board shall have the right to place any employee on workers compensation in a modified or restricted duty capacity within their medical restriction. These positions shall be temporary in nature and designed to return an injured employee to his or her regular position. The number of positions shall be determined by the City/Board. The maximum length of these positions shall be one hundred twenty (120) calendar days.

Section 5

Reasonable rules and regulations concerning the "reporting in" by employees absent from work on account of sickness or accident shall be worked out between the Administrative Office and the Association to the end that the Administrative Office shall have adequate notice of absences and opportunity to adjust work schedules to meet such emergencies without excessive difficulty to the employees. However, a doctor's certificate will be required after four (4) days absence.

Section 6

Family and medical leave requests shall be governed in accordance with the federal Family and Medical Leave Act. The City/Board is not responsible for providing health insurance benefits beyond that required by law. Employees requesting leave, under the FMLA, for medical purposes

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.

Section 7

Military Leave: An employee, who is a member of the reserve corps of any branch of the armed forces of the United States, as defined by section 27-103, shall be entitled to be absent from his or her duties or services while engaged in required field training in such reserve corps. The period of paid absence in any calendar year shall not exceed fifteen (15) working days. During these fifteen (15) working days, employees will receive full pay from the City.

ARTICLE XII
BEREAVEMENT LEAVE

Section 1

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

Section 2

A bereavement leave of three (3) working days shall be granted at the time of death of a mother-in-law, father-in-law, sister-in-law, or brother-in-law.

Section 3

A bereavement leave of one (1) day shall be granted at the time of death of any other relative not domiciled in the employee's household.

Section 4

Additional bereavement leave in connection with required travel or other unusual circumstances shall be granted in the discretion of the Administrative Office.

ARTICLE XIII
MISCELLANEOUS

Section 1

Each employee classified as Maintenance Tradesworker II, or Maintenance Tradesworker Working Foreman shall receive as a tool allowance for the purchase of simple hand tools, the sum of Two Hundred Dollars ($200) for each contract year hereunder.

Maintenance Tradesworker II, Maintenance Tradesworkers, Working Foreman and Grounds Supervisor shall receive a car allowance at the rate of two hundred fifteen ($215) dollars per month and an allowance of two (2) gallons of gasoline for each day worked or the cash equivalent whenever his automobile is required to be used in the performance of his work, except that the Working Foreman and Grounds Supervisor will receive three (3) gallons of gasoline for each day worked or cash equivalent.

Section 2

The City/Board shall endeavor to supply showers and toilets for employees where practicable and economically feasible, but the failure to provide the same shall not be the subject of arbitration under the grievance procedure provided for herein.

Section 3

If at any time the Stadium and Grounds Crew shall consist of eight (8) or more men in addition to the supervisor, an assistant supervisor shall be appointed.

Section 4

The City/Board shall provide foul weather gear, available for employees reasonable requiring the same for unusual working situations.

The City/Board shall provide a clothing allowance in the amount of five hundred and fifty ($550) dollars, to be paid according to current practice, for each employee payable on June 1st of each contract year.

The City/Board reserves its right to provide uniform shirts and employees will be required to wear the shirts.

The Board of Education will provide employees in the bargaining unit with work boots in the same manner as City employees. Employees are required to wear such boots.

Section 5

The Board of Education will reimburse tradesworkers, in classifications requiring a license, the annual cost to renew said license. Reimbursement will only be made for the license required in the employee's specific job classification.

ARTICLE XIV
SUPERVISION, DISCHARGE AND DISCIPLINE

Section 1

The City of Stamford believes in a fair and progressive disciplinary process. All disciplinary actions shall be applied in a fair manner and shall not be inconsistent with the infraction for which the disciplinary action is being applied. The parties agree that certain violations may be of a more serious nature and the progressive steps of discipline outlined in Section 2 may not be adhered to in these cases.

Section 2

Disciplinary action shall normally include:

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

Section 3

All disciplinary actions shall be applied in a fair manner and shall be commensurate with the nature of the infraction for which the action is taken. Notice shall be sent to the Association President of any such action taken other than a simple reprimand.

Section 4

No employees shall be discharged or otherwise disciplined except for just cause, provided that the City/Board shall have the right in its sole discretion to discharge any employee during such employee's probationary period referred to in Article III, and such decision will not be subject to the grievance and arbitration procedure.

Section 5

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

Section 6

No report of any infraction, whether the same results in disciplinary action or not, shall hereafter be placed in an employee's permanent file and used in any subsequent proceeding against him unless he shall have been notified of said report and been given the opportunity to respond to it.

ARTICLE XV
GRIEVANCE PROCEDURE

Section 1

Employees shall have the right to be represented by a Association official at any stage of the grievance procedure.

Section 2

In the event that any employee shall have a grievance with respect to any disciplinary or other allegedly unfair action taken against him, an effort shall be made to adjust the grievance through the employee's immediate supervisor within thirty (30) days of when the employee knew of or should have known of the act or condition on which the grievance is based. If, however, the grievance shall not be adjusted within three (3) working days after the supervisor has been informed of the grievance, the Association may take up the grievance for adjustment with the person designated for that purpose by the City or the Board, as the case may be (hereinafter referred to as the designated person). In the event no person is designated by the City or the Board, the designated person shall be deemed to be the Director of Human Resources of the City.

Section 3

If any dispute shall arise between the Association and the City or the Board in connection with the construction, interpretation, application, validity or performance of this agreement, the matter shall be discussed between representatives of the Association and the designated person, who shall endeavor to agree upon a disposition of the dispute.

Section 4

At the request of the Association, the City or the Board, any grievance or dispute not settled within ten (10) working days after the matter shall have been submitted to the designated person or to the Association as a result of the procedure provided for in paragraphs B and C above, shall be submitted for arbitration to the Connecticut Board of Mediation and Arbitration under its rules and regulations. The findings, decision or award of the Board of Mediation and Arbitration and AAA, whichever is utilized, shall be final, binding and conclusive upon the City, the Board, the Association and any employee who may be involved, and may be enforced by proper action in any court of competent jurisdiction. The Association and Board of Education may each elect to submit three (3) grievances to the American Arbitration Association (AAA) each fiscal year. Further, all terminations will be filed with the American Arbitration Association (AAA). The findings, decision or award of the Board of Mediation and Arbitration shall be final, binding and conclusive upon the City, the Board, the Association and any employee who may be involved, and may be enforced by proper action in any court of competent jurisdiction. The parties will split the cost of the arbitrators fees for all cases submitted to AAA. The Board of Education must elect AAA at the time of denial.

Section 5

The employee involved and the employee's Association representative shall be granted time off with pay for any grievance discussion held with the immediate supervisor of the employee involved or with the designated person. One representative designated by the Association shall be granted time off with pay for any discussion of a dispute, other than a grievance, with the designated person. Two (2) employees designated by the Association shall be granted time off with pay to appear at any arbitration held pursuant to the aforesaid grievance procedure. Five employees will be given time off with pay to attend negotiation sessions, fact finding or interest arbitration when held at a time when the employee would usually be at work.

Section 6

The procedures set forth in this article shall be the sole and exclusive procedure for processing grievances of any contractual provision.

Section 7

Leave for purposes of attending Association conventions shall be continued in accordance with the policy heretofore in effect.

Section 8

Any grievances reported prior to the date of execution hereof and not resolved shall remain open for disposition in accordance with the provisions of the contract in effect at the time of the origin of the grievance.

Section 9

Any of the steps as set out above may be waived by written agreement of both parties to this contract.

ARTICLE XVI
INTERRUPTION OF WORK

Section 1

The Association agrees that so long as the City and the Board shall abide by this Agreement and by any decision of an arbitrator as herein provided for, the Association and members of the Association will not cause, sanction or take part in any strike against the City or Board whatsoever (whether sit-down, sit-in, sympathetic, general or of any other kind). walk-out, picketing (except informational picketing), stoppage of work, retarding of work or boycott, whether of a primary or secondary nature, or any other interference with the operation and maintenance of the schools. The City and the Board agree that so long as the Association shall abide by this Agreement and by any decision of an arbitrator as herein provided for, the City and the Board will not lock out employees covered by the 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.

Section 2

Any violation of the foregoing paragraph may be cause for disciplinary action by the Board.

ARTICLE XVII
CITY/BOARD'S PREROGATIVES

Except as herein provided for, the City/Board shall have the sole right to determine all matters affecting the operation or maintenance of its building and properties of the management or administration of the school system and to direct and control the working force, including the exclusive right to hire and make transfers for any cause which in the judgment of the Board may affect the efficient operation of the schools. Notwithstanding the foregoing, the City and the Board shall not subcontract out any work performed by bargaining unit employees except in accordance with past practices. The City and the Board agree that the cleaning subcontracting at Scofield Magnet Middle School cannot be used as a past practice. The parties are not in agreement that this provision will continue in the Agreement after July 1, 2013. Therefore, the Association must propose to retain this provision in the reopener.

ARTICLE XVIII
ADA COMPLIANCE

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

ARTICLE XIX
DRUG AND ALCOHOL POLICY

All employees are covered by the City of Stamford Drug and Alcohol Policy incorporated herein as Appendix 5.

ARTICLE XX
TERMS AND SCOPE OF AGREEMENT

Section 1

All terms and conditions of the Collective Bargaining Agreement between the City of Stamford and Stamford Board Education Employees Association, Custodian and Maintenance Workers, July 1, 2005 – June 30, 2025, ("Agreement") shall remain in full force and effect except as amended or modified in accordance with this Agreement. Unless otherwise noted, the effective date will be the date of execution.

Section 2

This Agreement shall remain in full force and effect up to and including June 30, 2025. It is understood and agreed that all matters subject to collective bargaining between the parties have been covered herein and that it may not be opened for change in its terms or additions or new subject matter, except as provided herein below. All terms of this Agreement which are not specifically stated to extend through June 30, 2025 shall be subject to a reopener, the terms of which shall be effective from July 1, 2013 and for which negotiations shall commence no later than April 1, 2013.

ARTICLE XXI
PART-TIME CUSTODIANS

Section 1

Part-Time Custodians will work a schedule of twenty-one (21) hours per week. These employees shall work only in newly constructed buildings, including Stamford High School 9th Grade Campus, the newly constructed Westhill High School Campus, the newly constructed Six to Six Magnet School, the newly constructed A.I.T.E. and in Scofield Magnet Middle School. Part-time Custodians shall not be assigned in any other facility except by mutual agreement of the parties. This assignment restriction shall expire June 30, 2025.

Section 2

The total number of Part-time Custodians employed shall not exceed forty-two (42) at any time. Such forty-two (42) part-time positions, all of which shall be employed only at new construction sites as noted in Section 1 hereof, may be outsourced in whole or in part. In outsourcing part-time employees, current part-time employees in good standing shall be given first preference to continue on an outsourced basis. Outsourced part-time employees shall not be comprehended within Article I of this Agreement. All part-time employees, whether or not outsourced, shall be supervised by full time bargaining unit members.

Section 3

The City and the Board agree that the total number of full time Custodial employees in the bargaining unit shall be a minimum of one hundred twenty (120) positions. The City and the Board agree that the number of Mechanics shall be maintained at that number of staff authorized on July 1, 2006.

Section 4

No full time employee in the bargaining unit shall be laid-off unless and until all part-time Custodians are laid-off. This provision shall expire June 30, 2025.

Section 5

Due to the uniquely expanded scope of responsibility, the Lead Custodian at Stamford High School and Westhill High School shall receive an annual stipend in the amount of two thousand five hundred ($2,500) dollars payable in two installments on September 1st and March 1st. Said stipends shall be deemed part of such Custodian's "basic annual salary" and or "basic annual rate of pay" for purposes of calculating their pensions. The City and Board agree to make whatever amendments to the Stamford Custodians Retirement Fund as may be necessary to effectuate this provision.

IN WITNESS WHEREOF, the parties have caused their names to be signed on this day of January 17, 2012.

FOR THE CITY OF STAMFORD

Michael Pavia
Mayor

Emmet Hibson
Director of Human Resources

FOR THE STAMFORD BOARD OF EDUCATION

Winifred Hamilton
Acting Superintendent of Schools

Pauline Rauh
President

FOR THE STAMFORD BOE EMPLOYEES ASSOCIATION - SBOEEA

George Bernardo
President

Eugene Molgano
Vice President

Addendum 1

Memorandum of Agreement

The parties to this agreement, the City of Stamford (hereinafter the "City") and Local #1083 of the American Federation of State, County and Municipal Employees, Council #4, AFL-CIO (hereinafter the "Union), hereby agree as follows, with respect to the *Team Leader* assignment:

1. The City, in its sole discretion, has the right to: (a) implement and/or terminate the Team Leader program; (b) determine the number of assignments; (c) determine the duration of the assignments and (d) make the selection of individuals for assignment from the bargaining unit, and in all such cases the rights listed above are not subject to the grievance and arbitration procedure. *Team Leaders* will be assigned duties and responsibilities consistent with the attached list.
2. Individuals selected to be a *Team Leader* will receive a quarterly stipend in the amount of One Thousand Two Hundred and Fifty Dollars ($1,250.00). Payments will be made during the months of September, December, March, and June. In the event an assignment ends or begins prior to a payment period, the payment will be pro-rated for the period.
3. Individuals who are assigned to be *Team Leaders*, who do not currently receive a car allowance under Article XIII of the collective bargaining agreement, will receive a car allowance of one hundred and ninety dollars ($190.00) per month. There will be no reimbursement for gasoline.
4. The Union and individuals assigned as *Team Leaders* agree that this memorandum represents a full and final understanding of additional moneys to be paid for this special assignment. As such, individuals assigned to be *Team Leaders* and the Union hereby waive any and all grievance rights to claims of working out-of-classification, with respect to duties and/or responsibilities associated with the *Team Leader* assignment.
5. The Union agrees that in the event the City elects to terminate the Team Leader program, it will not claim the work performed by the Team Leaders as bargaining unit work.
6. The parties agree that this memorandum may be a subject in the negotiations of the contract that will follow the contract set to expire June 30, 2002, in the event either party desires to change any or the provisions contained herein.
7. The parties agree that this memorandum is entered into without precedent and accordingly, will not be raised as such in any future matter.

Date: August 8, 2000

FOR THE CITY OF STAMFORD

William C. Stover
Assistant Director of Human Resources

FOR AFSCME LOCAL 1083

Joseph Capone
President

APPENDIX 1
JOB DESCRIPTIONS

Section 1

The following are the current descriptions for employees currently employed by the Board:

Part-Time Custodian	HVAC Technician
Custodian Aide	Maint. Tradesworker II
Custodian	Electrician
Head Custodian I (Days)	Plumber
Head Custodian II (Days)	Painter
Swimming Pool Maintenance Att.	Carpenter
Grounds Supervisor-Board of Ed.	Mason
Stadium & Grounds Supervisor	Maint. Tradesworker-Working Foreman
Foreman	Electrician
Lead Custodian-Night	Plumber
Electronic Mech. (Education)	Painter
Truck Driver	Carpenter

Section 2

The City retains the right to determine the duties and responsibilities of a position. A significant change in the regularly assigned job content will be reflected in a revised job description. Such significant changes shall be the subject of negotiations pertaining to the appropriate rate of pay. Should the parties fail to reach agreement, the issue will be submitted to arbitration as provided in MERA.

APPENDIX 2
HEALTH INSURANCE GRID

BENEFITS SUMMARY DESCRIPTION

The City of Stamford Health Plan offers you the opportunity to use either CIGNA network or non-network health care providers each time you seek medical care, and still receive benefits for covered services.

You can work within the CIGNA 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 CIGNA. Care delivered both within and outside the network is recognized as a managed care benefit. Care is subject to deductibles, coinsurance, and claim forms typical of indemnity plans.

Copayment Maximums: All of your in-network copayments will be applied to the annual in-network copayment maximums of $1,000.00 per participant or $2,000.00 per family per calendar year, exclusive of prescription drug benefit. All of your out-of-network copayments will be applied to the annual out-of-network maximums of $3,000.00 per participant or $6,000.00 per family per calendar year, exclusive of prescription drug benefit.

Coinsurance: CIGNA pays 80% of in-network, eligible charges. You pay 20% of in-network eligible charges after plan deductible of first $4,000.00 when copayments do not apply. CIGNA pays 60% of out-of-network, eligible charges. You pay 40% of out-of-network, eligible charges after plan deductible.

Out-of-Network Benefits: When using Out-of-Network benefits Pre Admission Certification (PAC) is required for all inpatient admissions and certain outpatient procedures. PAC and Continued Stay Review (CSR) are required for certain confinements. Penalties of up to 50% of eligible charges may be imposed if PAC and/or CSR protocols are not adhered to. To obtain PAC and/or CSR, please contact CIGNA at (800) 244-6224.

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.

CIGNA 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 CIGNA Customer Service Dept. at (800) 244-6224.

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.

BENEFIT INFORMATION	IN-NETWORK	OUT-OF-NETWORK
Calendar Year Plan Deductible *Individual* *Family*	$200 $400	$1,000 per person $2,000 per family
Calendar Year Out-of-Pocket Maximum *Individual* *Family*	*Including Plan Deductible* $1,000 $2,000	*Including Plan Deductible* $3,000 $6,000
Coinsurance	CIGNA HealthCare pays 80% of eligible charges. You pay 20% of charges after plan deductible of first $4,000 when copayments do not apply	CIGNA HealthCare pays 60% of eligible charges. You pay 40% of charges after plan deductible.
Lifetime Maximum	Unlimited	Unlimited
Physician Services ***Primary Care Physician (PCP) Office Visit***	$30 co-payment per office visit deductible/ coinsurance waived	Subject to deductible and 40% coinsurance
Specialty Physician Office Visit *Consultant and Referral Physician Services* *Allergy Treatment/Injections - PCP or Specialty Physician*	$30 copayment per office visit deductible/ coinsurance waived Subject to deductible and 20% coinsurance	Subject to deductible and 40% coinsurance Subject to deductible and 40% coinsurance
Preventive Care *Routine Preventive Care for Children through age 6 (including routine immunizations)* *Routine Preventive Care for Children and Adults from age 7 (including routine immunizations)* Unlimited maximum per calendar year	Paid in full Paid in full	Subject to deductible and 40% coinsurance Subject to deductible and 40% coinsurance
Preventive Mammograms, PSA, Pap Test *Diagnostic* ***Mammograms, PSA, Pap Test***	Paid in full Subject to deductible and 20% coinsurance	Subject to deductible and 40% coinsurance
Inpatient Hospital Services including: *Semi-Private Room and Board* *Diagnostic/Therapeutic Lab and X-ray* *Drugs and Medication* *Operating and Recovery Room* *Radiation Therapy and Chemotherapy* *Anesthesia and Inhalation Therapy* *MRIs, MRAs, CAT Scans, PET Scans, etc.*	Subject to deductible and 20% coinsurance	Subject to deductible and 40% coinsurance Precertification required
Outpatient Surgery Facility Services includes: *Operating Room, Recovery Room, Procedure Room and Treatment Room and Observation Room including:* *Diagnostic/Therapeutic Lab and X-rays* *Anesthesia and Inhalation Therapy*	Subject to deductible and 20% coinsurance	Subject to deductible and 40% coinsurance

BENEFIT INFORMATION	IN-NETWORK	OUT-OF-NETWORK
Laboratory and Radiology Services	Subject to deductible and 20% coinsurance	Subject to deductible and 40% coinsurance
Advanced Radiological Imaging *(MRIs, MRAs, CAT Scans, PET Scans, etc.)*	Subject to deductible and 20% coinsurance	Subject to deductible and 40% coinsurance
Short-Term Rehabilitative Therapy and Chiropractic Services--(includes physical, speech, occupational, chiropractic, pulmonary rehab & cognitive therapy) 50 days maximum per calendar year for all therapies combined	$30 copayment, deductible and coinsurance waived	Subject to deductible and 40% coinsurance
Outpatient Cardiac Rehabilitation – up to 36 days maximum per calendar year	$30 copayment, deductible and coinsurance waived	Subject to deductible and 40% coinsurance
Emergency and Urgent Care Services **Physician's Office – PCP or Specialty Physician** *Hospital Emergency Room – copayment waived if admitted* *Urgent Care Facility or Outpatient Facility* *Ambulance*	$30 copayment per office visit, deductible and coinsurance waived $150 copayment per visit, deductible and coinsurance waived $75 copayment per visit, deductible and coinsurance waived Subject to deductible and 20% coinsurance	*Care will be provided at in-network levels if it meets the "prudent layperson" definition of an emergency. Otherwise 40% of charges*
Maternity Care Services *Initial Office Visit to Confirm Pregnancy* *All subsequent Prenatal Visits, Postnatal Visits and Physician's Delivery Charges (total maternity fee)* *Office Visits not included in the total maternity fee performed by OB or Specialty Physician* *Delivery - Facility (Inpatient Hospital/Birthing Center Charges)*	$30 copayment, deductible and coinsurance waived Paid in full $30 copayment per office visit, deductible and coinsurance waived Subject to deductible and 20% coinsurance	Subject to deductible and 40% coinsurance Subject to deductible and 40% coinsurance Subject to deductible and 40% coinsurance
Inpatient Services at Other Health Care Facilities *Skilled Nursing, Rehabilitation Hospital and Sub-Acute Facilities* 180 days maximum per calendar year combined for all facilities listed	Subject to deductible and 20% coinsurance	Subject to deductible and 40% coinsurance
Home Health Services — Includes outpatient private duty nursing when approved as medically necessary 200 days maximum per calendar year; 16 hour maximum per day	Subject to deductible and 20% coinsurance	40%, deductible waived

BENEFIT HIGHLIGHTS	IN-NETWORK	OUT-OF-NETWORK
Mental Health ***Inpatient –*** Unlimited maximum per calendar year ***Outpatient Mental Health (includes Individual, Group Therapy and Intensive Outpatient services) –*** Unlimited maximum per calendar year.	Subject to deductible and 20% coinsurance $30 copayment, deductible and coinsurance waived	Subject to deductible and 40% coinsurance , precertification required Subject to deductible and 40% coinsurance
Substance Abuse *Inpatient* – Unlimited maximum per calendar year ***Outpatient Substance Abuse (includes Individual and Intensive Outpatient services) –*** Unlimited maximum per calendar year	Subject to deductible and $20% coinsurance $30 copayment, deductible and coinsurance waived	Subject to deductible and 40% coinsurance , precertification required Subject to deductible and 40% coinsurance
Durable Medical Equipment Unlimited maximum per calendar year	Subject to deductible and 20% coinsurance	50% of charges
External Prosthetic Appliances (includes Ostomy related services) Unlimited maximum per calendar year	Subject to deductible and 20% coinsurance	50% of charges
Acupuncture/Acupressure	$30 copayment, deductible and coinsurance waived	Subject to deductible and 40% coinsurance
Prescription Drug	Retail Pharmacy $10 copay generic brand name $25 copay preferred brand name $40 copay non-preferred brand name (30-day supply) Mail Order $20 copay generic $50 copay preferred branch name $80 copay non-preferred brand name (90-day supply)	
Life Insurance	The greater of $50,000 or amount of employee's salary level as of July 1, 2005.	

APPENDIX 3
CUSTODIAN AND MECHANICS PENSION FUNDS ADJUSTMENT

This Agreement, CITY OF STAMFORD CUSTODIAN AND MECHANICS PENSION FUNDS ADJUSTMENT, dated , 1995, is entered into in accordance with the provisions of Article VIII, Paragraph , of the July 1, 199 - June 30, 199 Collective Bargaining Agreement between the City of Stamford and the Custodians Association, Local 1083, Council 4, AFSCME, AFL-CIO.

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

1. An adjustment, based upon the plan's "Average Annual Return" as defined herein, in pension benefits payable to each Member, commencing January 1, 1999, retroactive to July 1, 1998, who has attained age 62 and has received or has been credited with at least twelve monthly pension payments prior to July 1, 1998.

2. Thereafter on January 1 of each third year (effective date), retroactive to the prior July 1, the pension benefit payable to each member who has attained age 62 and has received or has been credited with at least twelve monthly pension payments prior to said July 1 of each third year (Eligible Member) shall be adjusted.

3. The adjustment shall be based upon the average annual investment return (Average Annual Return) earned by the City of Stamford Custodian and Mechanics Trust Funds for the 36 month period ending on July 1, six months prior to the Effective Date of the adjustment. The Average Annual Return shall be determined by the Plan's Trustee using the dollar weighted rate-of-return methodology. The Average Annual Return shall be determined as the geometric average of the annual return of each of the three years.

4. An adjustment account will be established as of July 1, 1995 with a zero balance. Beginning July 1, 1998, and on July 1 of each third year thereafter, the adjustment account balance will be redetermined as follows:

a. The adjustment account balance will equal the adjustment account balance as of the July 1 three years prior plus Item b(1)(c) less Item b(ii)(c) plus Item C minus Item d.

b. The adjustment account will be credited or debited for investment performance, as follows:

1. If the average Annual Return is greater than 10%, the adjustment account will be credited as follows:

i. Subtract 10% from the Average Annual Return.
ii. Multiply the result in item (I) by 50%.

iii. Multiply the result in item (ii) by the pension benefit obligation for each Member receiving or who is credited with monthly pension payments as of the July 1 six months prior to the Effective Date.

2. If the Average Annual Return is less than 6%, the adjustment account will be debited as follows:

i. Subtract the Average Annual Return from 6%.
ii. Multiply the result of item (i) by 50%.
iii. Multiply the result in item (ii) by the pension benefit obligation for each Member receiving or who is credited with monthly pension payments as of the July 1 six months prior to the Effective Date.

3. If the Average Annual Return is greater than or equal to 6% and less than or equal to 10% no credit or debit will be made to the adjustment account.

c. The adjustment account will be credited with the Average Annual return for each of the prior three years.

d. The adjustment account will be debited for adjusted pension payments (including interest at the Average Annual Return Rate) paid during the prior three years.

5. The percentage increase equals Item (a) less Item (b) divided by Item (c).

a. The adjustment account balance as of the July six months prior to the Effective Date of the adjustment.

b. The pension benefit obligation as of such July 1 for prior year adjustments of all eligible Members.

6. The pension adjustment will be the percentage increase multiplied by the amount currently being paid to Eligible Members subject to the following limitations:

a. If the percentage increase is greater than 4%, the percentage increase will be limited to 4%. Any excess adjustment account credit from Item 4(b)(1)(iii) will remain in the adjustment account.

b. If the percentage increase is negative, no adjustment will be made. Any excess adjustment account debit from Item 4(b)(l)(iii) will remain in the adjustment account.

7. The pension benefit obligation will be determined by the plan's actuary in accordance with actuarial assumptions with respect to interest and mortality as used in the most recent actuarial valuation report. Pension benefit obligation will have the meaning as such time is defined in Government Accounting Standards Board Statement No. 5.

8. The adjustments referred to above shall be fully applicable to the eligible survivors of deceased Members as of the Effective Date such Member became or would have become an Eligible Member.

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

D. This agreement, CUSTODIANS & MECHANICS PENSION FUNDS ADJUSTMENTS, dated April 6, 1995, shall be incorporated into the parties' July
Collective Bargaining Agreement, as amended.

Included in Appendix 3 is an example illustrating calculations for earned Custodian pension adjustments.

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

First Adjustment

Plan Assets:	$70,000
Pension Benefit Obligation:	70,000.00 = 63,000,000 active divided by pre-94 retirees 7,000,000 retired on or after 7/1/94 1,750,000 over age 62 & retired 12 mos.
Average annual return	12%
Adjustment account credit	1% x 7,000,000 = 70,000
Adjustment account	0 divided by 70,000 = 70,000
Pension adjustment	70,000/1,750,000 = 4%

Second Adjustment

Plan assets:	$78,000,000
PBO:	75,000,000 = 67,000,000 active divided by pre-94 retirees 8,000,000 retired on or after 7/1/94 2,000,000 over age 62 & retired 12 mos.
Average annual return	14%
Adjustment account credit	2% x 8,000,000 = 160,000
Adjustment account	70,000 - 7,000 divided by 9,300 divided by 160,000 = 232,300 (prior year balance - benefits paid divided by investment return divided by credit)
PBC for prior adjustments	68,300
Pension adjustment	(232,300 - 68,300)/2,000,000 = 8.2%

	4% cap applicable

Third Adjustment

Plan assets	$78,000,000
PBC	80,000,000 = 70,000,000 active divided by pre-94 retirees 10,000,000 retired on or after 7/1/94 2,500,000 over 65 retired 12 mos.
Average annual return	4%
Adjustment account	-1% x 10,000,000 = 100,000
Adjustment account	232,300 - 14,800 divided by 9,000 - 100,000 = 126,000
PBO for prior adjustments	144,600
Pension Adjustments	(126,500 - 144,600)/2,500,00 = less than 0% 0% applicable

APPENDIX 4 – WAGE SCHEDULE

	FY 09-10 3.50%	FY 10-11 $1500 lump sum payment to each full time employee and $650 lump sum payment to each part-time employee	FY 11-12 0.00%	FY 12-13 2.85%
Custodial Aide				
A	$36,256		**$37,756**	**$38,832**
B	$37,448		**$38,948**	**$40,058**
C	$38,615		**$40,115**	**$41,258**
D	$40,195		**$41,695**	**$42,883**
Custodian/Driver				
A	$38,195		**$39,695**	**$40,826**
B	$42,440		**$43,940**	**$45,192**
C	$46,020		**$47,520**	**$48,874**
D	$47,581		**$49,081**	**$50,480**
E	$49,552		**$51,052**	**$52,507**
Lead Custodian-Nights	$51,894		**$53,394**	**$54,916**
Head Custodian-Days	$56,228		**$57,728**	**$59,373**
Head Custodian II	$62,146		**$63,646**	**$65,460**
Grounds Crew Supervisor	$62,146		**$63,646**	**$65,460**
Head Custodian-Nights (Incumbent)	$53,336		**$54,836**	**$56,399**
Swimming Pool Attendant	$53,336		**$54,836**	**$56,399**
Maintenance Tradesworker				
A	$60,286		**$61,786**	**$63,547**
B	$61,722		**$63,222**	**$65,024**
C	$63,168		**$64,668**	**$66,511**
D	$65,071		**$66,571**	**$68,468**
E	$67,114		**$68,614**	**$70,569**
Maintenance Tradesworker Foreman	$70,788		**$72,288**	**$74,348**
Part - Time Custodian Hourly Rate	$11.00		**$11.50**	**$11.50**

All employees enter at the starting rate and proceed through the steps on July 1st of each year based on the following:

a. Employees hired before January 1st will move up one (1) step on the next July 1st, or
b. Employees hired after January 1st will move up one (1) step the July 1st following their 1st anniversary of date of hire.

APPENDIX 5
City of Stamford Drug and Alcohol Policy

I. Policy

The City of Stamford and the Association 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 Association 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 that 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 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 Association.

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.

VI. 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 Association 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 form legally prescribed medication.

J. A split sample shall be reserved in all cases for an independent analysis in the event of a positive test result. All samples must be stored in a scientific acceptable preserved manner as established by _____. All positive confirmed samples and related paperwork must be retained by the laboratory for at least six (6) months or for the duration of any grievance disciplinary action or legal proceedings, whichever is longer. At the conclusion of this period, the paperwork and specimen shall be destroyed as allowed by law.

K. Upon the confirmation of a positive test result, the employee shall be enrolled in a Primary Care Rehabilitation Program. The Director shall be notified. The type of treatment and the length of the program shall be determined jointly by the Director of the Employee Assistance Program (EAP) and the facility providing the care. Any and all costs incurred above and beyond that which is covered by the employee's insurance policy shall be paid for by the City of Stamford.

L. If confirmatory testing results are negative, all samples shall be destroyed and records of the testing expunged from the employee's file, as allowed by law.

M. During the rehabilitation period, an employee's position shall be protected, further seniority shall not be infringed. This protection shall only be available to employees during rehabilitation periods.

N. The primary care program shall make the determination as to the time and program of after-care (out patient care) needed by the patient. The City of Stamford shall incur all expenses after exhaustion of all medical insurance.

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

VII. **Discipline**

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

A. The first positive test will result in a three (3) day unpaid suspension with a mandatory referral to EAP. A treatment program will be developed by the provider. The employee shall be obligated to continue and complete the requirements of the program as a condition of continued employment. The employee shall also be subject to random testing over the next two (2) years, or as required by the rehabilitation program, whichever is longer.

B. If the employee tests positive for a second time, the employee shall be suspended for five (5) days and be re-evaluated by the EAP provider. The employee shall be required to follow the recommended treatment program and be subject to follow-up drug and alcohol testing.

C. If an employee tests positive for a third time, the employee shall be terminated.

D. This agreement does not limit the City's ability to impose more severe discipline, up to and including termination, for underlying misconduct beyond the positive drug and alcohol test.

E. If the employee refuses to take the test, or does not show up for the test, it will be considered a positive test for the purpose of this agreement.

VIII. **Random Testing**

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

IX. **Laboratory**

A. The City shall use a NIDA certified lab. For the purposes of determining a positive test under the provisions of this policy, the cutoff levels/values shall be set by _____.

B. The City will be required to keep the results confidential and it shall not be released to the general public, unless ordered by the courts.

X. **Changes in Testing Procedures**

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

XI. **Right of Appeal**

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

XII. **Association 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 Association 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 Association will be solely responsible for their individual actions.