

BASIC COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CITY OF STAMFORD

AND

**LOCAL 2377 OF THE INTERNATIONAL UNION, UNITED
AUTOMOBILE, AEROSPACE & AGRICULTURAL IMPLEMENT
WORKERS OF AMERICA-UAW**

July 1, 2022 - June 30, 2025

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AGREEMENT

AGREEMENT made and entered into this 25th day of October 2023 by and between the CITY OF STAMFORD (hereinafter referred to as the City), LOCAL 2377 OF THE INTERNATIONAL UNION, UNITED AUTOMOBILE, AEROSPACE & AGRICULTURAL IMPLEMENT WORKERS OF AMERICA-UAW (hereinafter referred to as the Union or Local) and THE INTERNATIONAL UNION, UNITED AUTOMOBILE, AEROSPACE & AGRICULTURAL IMPLEMENT WORKERS OF AMERICA-UAW (hereinafter referred to as the International Union).

WITNESSETH

ARTICLE I **RECOGNITION**

- A. The City recognizes and acknowledges that the Union is the exclusive bargaining agent with respect to wages, hours and working conditions of all employees of the City including those employees who work for the Board of Education, except uniformed and investigatory employees of the Police and Fire Departments; crossing guards; employees in the Sanitation Division, including incinerator, sewage plant and garbage collection other than sanitation clerk and lab technician; Highway and Street Departments, including trade workers, laborers and equipment operators; dental hygienists, registered professional nurses, school cafeteria employees, janitresses, head custodians, custodians, maintenance trade workers, working foremen, stadium supervisor and utility servicemen and all other employees in the jurisdiction of the Board of Education who are covered by collective bargaining agreements with the Stamford Education Association; accountant; registered professional nurses in all departments; E. Gaynor Brennan Golf Course; certain employees in the Traffic & Parking Department represented by other bargaining units; employees excluded under Section 7-467 (2) of Act 159, Laws of 1965 as amended, including all positions in the Office of Labor Negotiator, Administrative Assistant-Board of Representatives, Administrative Assistant-Health, and except seasonal, substitute and temporary employees. All such employees other than those excepted being thereafter referred to as the employees.
- B. (1) Seasonal employees are employees hired by the City or Board of Education to perform work only during a particular season or program (e.g., summer recreation programs; golf course; ice skating); and those employees' employment will end at the end of the statutory seasonal period and will not be rehired again in the same calendar year in a non-bargaining unit position doing work covered by this Agreement. The status of seasonal employees will be covered by the Conn. State Statute, Sec. 7-467 to 477 and applicable rulings of the State Board of Labor Relations except as provided by the Special Seasonal Agreement between the City and the Union, dated Nov. 9, 1993, attached hereto, and as amended in Appendix C. Seasonal employees will not be used to deny employment opportunity for a part-time or full-time Union member.
- (2) 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.

(3) Provisional employees hired for a period not to exceed one hundred and eighty (180) days for such special purpose as the City or the Board of Education may see fit, in accordance with the Classified Service Rules. (City Charter Sec. C5-20-10(6))

(4) Temporary employees are employees hired for a period not to exceed thirty (30) days for such special purpose as the City or Board of Education may see fit. The use of temporary employees can be extended an additional thirty (30) days, upon mutual agreement, which shall not be unreasonably denied by the Union. Any extension beyond this requires mutual agreement of the parties.

- C. Unless otherwise specifically provided for in this Agreement, the terms of this Agreement shall apply to all employees from the date of their respective hirings other than seasonal, provisional, substitute and temporary employees, as defined in Article I subsection B(1),(2),(3) and (4).
- D. It is understood and agreed that unless otherwise specifically provided for in this Agreement, agreements, obligations and liabilities of the Board of Education are applicable only to those employees working for and under the administrative jurisdiction of the Board of Education and the agreements, obligations and liabilities of the City are applicable to all other employees covered by this Agreement.
- E. The recognition of "Special Seasonal" personnel and the terms of agreement for "Special Seasonal" personnel are set forth in full in the Supplemental Agreement dated November 9, 1993, and as amended in Appendix C.

ARTICLE II

UNION SECURITY

- A. The City or the Board of Education, as the case may be, shall deduct such Union dues and initiation fees weekly from the earned wages of each employee as are directed by the Union based upon authorization cards the Union certifies to the City that it has received. All sums so deducted shall be deposited weekly to the bank account of the Union, designated by the President and Treasurer of the Union.
- B. Upon request the City will provide the Union with a monthly listing of all Union members and their addresses, and other information contained in the Labor Turnover Report, and, for new hires, the name, address and phone number when available. In addition, upon request the City will notify the International Union, UAW (at its Detroit address) of all new employees, including name, and address. The Union agrees to use said addresses only for Union business and that the listing will not be used, shared, loaned, sold or in any way be made available to third party individuals and/or organizations.
- C. The Union and the City shall cooperate to provide the Union with access to new employees during the orientation session for the purpose of discussing issues of concern to the Union. This will be paid time for the new employee and the Union representative on duty, not to exceed twenty (20) minutes in a private location, and the Union shall provide a copy of this Agreement to the new employee.
- D. Retiree Check-off: Notwithstanding any other provision of the Plan, any retired employee entitled to receive a pension or supplement may, pursuant to the retired employee's written authorization and direction acceptable to the City, authorize the deduction of monthly Union dues from any monthly pension or supplement otherwise payable and direct that such dues be remitted to the Union.

An authorization to deduct said monthly Union dues shall become effective as of the first of the second month following the month in which the City received such authorization from the Union and shall remain in full force and effect until revoked by the retired employee's written notice given to the City.

- E. V-CAP: During the life of this agreement, the City agrees to deduct from the pay of each employee voluntary contributions to UAW V-CAP, provided that each such employee executes an "Authorization for Assignment and Check-off of Contributions to UAW V-CAP" form. Deductions shall be made, pursuant to the forms received by the City, from the employee's first union dues period in the first month following receipt of the check-off authorization card and shall continue until the check-off is revoked in writing. The City agrees to remit said deductions promptly to UAW V-CAP, in care of the International Union, UAW. The parties agree to develop appropriate procedures to implement the V-CAP program.
- F. The Union and/or International Union agree to indemnify and hold harmless the City for any loss and/or damage arising from the operation and execution of this Article.

ARTICLE III **HOURS OF WORK**

- A. Full-time employees shall be assigned one of the following work schedules by the City: (i) thirty-five hours per week, seven (7) hours per day; (ii) thirty-seven-and one-half (37.5) hours per week, seven and one-half hours per day; or (iii) forty (40) hours per week, eight (8) hours per day. Unless otherwise agreed by the parties, full-time employees shall have a one (1) hour unpaid meal period and two (2) fifteen (15) minute paid breaks per day. An increase in workweek hours is subject to the terms of paragraph G of this Article.

Except as may be changed in accordance with this article, the regular hours of employment for employees shall be those hours now in effect in the various departments covered by this agreement. These hours may not be changed by any employee or supervisor without the specific agreement of the Human Resources Division and the Union. Except as otherwise set forth in this article, employees in the Office of Operations, Facilities Management, Parks Maintenance Department, including parks maintenance, tree crew, Terry Connors Ice Rink, and marina employees shall work forty (40) hours per week.

Employees are not permitted to combine breaks with lunch or breaks and/or lunch with the beginning or end of their workday.

Employees working four (4) or (5) hours per day will receive a fifteen (15) minute paid break only. Employees working six (6) hours a day will receive a thirty (30) minute paid break only, and no unpaid lunch.

Notwithstanding the provisions of this Article III, Section A, the City may change the regular hours of work for an employee by providing no less than two weeks' notice to the employee and the Union for a change in services specifically due to the City's response to the COVID-19 pandemic. The change in regular hours shall only last for the duration of the change in services due to the pandemic. The Union can grieve and arbitrate an alleged violation of the foregoing terms after a schedule change occurs under this paragraph.

- B. There shall be three (3) shifts in the E-911 Combined Dispatch Center and for Police Matrons as specified under Article XXV herein. Employees' lunch/dinner hours may be staggered in order to provide 24-hour coverage as deemed necessary.
- C. All present provisions concerning special summer hours, lunch periods and coffee breaks, in effect in each of the various departments as of the date hereof, whether fixed or on an individual or group basis, shall continue in effect, provided that no employee shall be employed in a "split shift", i.e., a shift in which there are two regular working periods in a day separated by a period of time in excess of one hour of lunch.
- D. (1) Unless otherwise provided for in this Agreement, the basic working hours shall be 8:30 a.m. to 4:30 p.m., except during the months of July and August when the hours shall be 8:00 a.m. to 4:00 p.m. Notwithstanding the above, for those employees normally assigned to the Government Center, the working hours shall commence no earlier than 8:00 a.m. and conclude no later than 6:00 p.m., except that during the months of January and July, the Tax Assessment and Collection Department employees may be assigned to conclude no later than 7:00 p.m. Within the aforesaid 8:00 a.m. to 6:00 p.m. period, no employee's established work schedule may be changed without giving said employee at least two (2) weeks' written notice.
- (2) Notwithstanding paragraph (1), departments at the Government Center that routinely interface with residents may alter the regularly scheduled daily work hours for one day each workweek to provide for evening hours. Such altered work hours shall not be scheduled past 8:00 P.M. With respect to such altered hours:
- (i) Each hour worked beyond 6 p.m. shall be paid a differential of 7%.
 - (ii) The alternate schedule each week shall be rotated among qualified employees based upon those qualified employees who volunteer for such rotation, and if not shall be assigned by reverse seniority within the position. The City shall give employees and the Union at least two weeks' notice of any change in the schedule under this paragraph.
- E. However, the Parks and Recreation Department may extend the scheduling practice currently in place for the Ice Rink and Recreation Divisions to include the Maintenance Division, including Special Seasonal employees, so that all such employees will be assigned regular schedules within a seven (7) day work week with overtime paid on the 6th and 7th working days as set forth in Article IV, Section E. (A five-day work week, e.g.: Tuesday through Saturday with Sunday and Monday the 6th and 7th days as such). Such schedule change must be announced and discussed with the Union at least forty-five (45) days prior to implementation.
- F. The basic working hours for those employees assigned to the Board of Education shall be 8:00 a.m. to 4:00 p.m. except during the summer period when school is not in session. Summer hours for employees assigned to the Board of Education shall be established by June 1st of each year through mutual agreement of the Union and the Board of Education.
- G. (1) The City reserves the right to increase the work week, up to a maximum of forty (40) hours per week, eight hours per day. An increase in the workweek hours shall apply to all positions in the same classification within a division or functional work unit. Once increased, the hours will not be unilaterally modified by the City and shall affect all employees within a given classification in a work group, within these departments. Individuals with a hardship will notify the City. The City will elect to

accommodate the hardship, or to leave that employee's hours unchanged. In the event a dispute occurs over a hardship, the parties agree to submit the matter to expedited arbitration. The change will be held in abeyance pending the ruling on the matter. The City will provide the Union a minimum of thirty (30) days notice before seeking to increase the hours of work, unless otherwise agreed upon.

(2) Employees will be compensated based upon the corresponding increase in hours. Overtime as outlined under Article IV, Section E, will begin after the employee has worked in excess of the new regular hours of work. Any previously accumulated sick, vacation, and personal days shall be counted toward the new work schedule on a day for day basis, notwithstanding the increase in the required workday. However, for pay-out purposes, employees will receive payments based upon their original accumulated hours accrued prior to the change.

- H. Employees required to perform snow plowing duties during snowstorms shall not be required to work more than fifteen (15) hours continuously without a rest period of six (6) hours. See Appendix B for an explanation of the scheduling of snow plowing duties.
- I. All Police Aides shall work a weekly schedule of 37.5 hours, which will be accomplished by reducing the current lunch break from one hour to 30 minutes. Notwithstanding the foregoing, current Police Aides employed as of August 1, 2023, will have the option of remaining at 35 hours per week or increasing to 37.5 hours per week, but once choosing an option, will not be able to change their weekly hours without approval of the City, which shall not be unreasonably denied.

ARTICLE IV **WAGES**

- A. (1) All employees, except as indicated in Appendix C or as indicated in the grants agreement, shall receive the wage increases as outlined below and contained in Appendix A or B as applicable based upon their hire date. Effective July 1, 2024, employees included in Appendix C shall receive the negotiated general wage increase as provided in this Article IV.

- (a) Effective and retroactive to July 1, 2022, all wage rates in effect on June 30, 2022, will be increased by two- and one-half percent (2.5%) effective July 1, 2022.

- (b) Effective and retroactive to July 1, 2023, all wage rates in effect on June 30, 2023, will be increased by three percent (3.0%) effective July 1, 2023.

- (c) Effective and retroactive to July 1, 2024, all wage rates in effect on June 30, 2024, will be increased by three percent (3.0%) effective July 1, 2024.

(2) Second Language Stipend: non-pensionable stipend of \$50 per month to employees who are certified by City in a second language. Paid in arrears at end of each fiscal year. Language(s) that qualify and qualification procedures to be determined by the City. The City may require reasonable requalification. The stipend currently covers the languages of Spanish and Haitian Creole, and if the City makes a change in the applicable languages, the City will give the Union prior notice of the change. Employees receiving the stipend may be asked to translate/communicate in their respective language(s) by their Department Head during the employees' work hours.

(3) 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.

Notwithstanding the above, any employee who voluntarily retired during the term of this Agreement with a regular retirement in CERF shall be eligible for the retroactive general wage increase payments in the same manner as an employee in active pay status. 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.

- (4) Each employee covered by this Agreement shall receive longevity in accordance with the following schedule:

After the tenth (10 th) year of service	\$350.00/yr.
After the fifteenth (15 th) year of service	\$450.00/yr.
After the twentieth (20 th) year of service	\$550.00/yr.
After the twenty-fifth (25 th) year of service	\$650.00/yr.

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).

- B. Employees, except as noted below, shall be paid weekly on a Friday for a week beginning the preceding Saturday, in an amount arrived at by dividing the current annual wages as listed in Appendix "A" or Appendix "B" (for employees hired after the execution of this agreement) by the number of pay days - 52 or 53 - there may be in the respective annual periods during the term of this Agreement. However, the hourly wage shall be calculated on a 52-week basis. Wages for employees at the E-911 combined dispatch center, dog wardens, and the police clerk matrons shall be paid weekly on Friday for a week beginning the preceding Friday.

The City reserves its' right to switch to a bi-weekly payroll provided it does so with a total of at least four hundred (400) or more permanent employees not including this bargaining unit. Mandatory electronic deposit with electronic records shall be implemented for all unit employees. However, no employee shall be denied the right to receive paper statements unless the City is able to provide computer access to a digital statement at that employee's workplace. Upon request, the Parties will bargain the impact of the switch.

- C. Any employee required to work temporarily in a higher rated classification for a period of five (5) consecutive working days or more shall receive for such work the rate in such higher rated classification at their same step rate, retroactive to the first day work commenced in said higher rated classification (Example: An employee at grade[step] S-4[D], who works out of classification at grade S-6 will be placed at step D). However, if an employee is working in a higher classification in a different bargaining unit, the employee will move to the lowest step in that classification that will result in a pay increase for the employee.
- D. Employees working on a second shift (one starting between 12:00 Noon and 6:00 p.m.) shall receive a shift differential of seven percent (7%) over their regular straight time rates for all hours worked on said shift, and such employees working on a third shift (one starting after 6:00 p.m.) or on Saturday and/or Sunday, shall receive a shift differential of twelve percent (12%) over their regular straight time rates for all hours worked on said shift. (No shift differential shall be paid on premium ½ time pay).

- E. Any employee who works in excess of thirty-five (35) hours in a work week or seven (7) hours within a work day shall be compensated at one and one-half (1-1/2) times regular straight time rates, one and one-half (1-1/2) times regular straight time rates for all hours worked on the sixth working day in any week, and at the rate of two (2) times regular straight time rate for all hours worked on the seventh working day of any week. Except as provided for in Article XXV, any employee required to work on a holiday provided for in Article V.A, shall receive time and one half (1½) for all hours worked on such holiday in addition to straight time rate equivalent to their normal scheduled workday.
- F. No employee shall be entitled to overtime unless he has the prior approval of his supervisor except as stated in Article IV(H) and (I). Employees shall be compensated at the highest overtime rate applicable but shall not be allowed to compound such rates.
- G. Employees shall have the right to refuse to perform overtime work (except in an emergency), unless given at least twenty-four (24) hours prior notice.
- H. Overtime shall be distributed, in order of seniority, equally among employees in the same school, department or recognized subdivision of a department, who are performing the same type of work, provided such distribution does not unreasonably affect the efficiency of the work to be performed.
- I. Each employee required to perform "stand-by" duty at two-fifths (2/5) of regular straight time rates if the employee is required to stay at his/her home for the "stand-by" duty.
- J. Each employee required to carry a mobile communication device (e.g., a beeper) and is not required to stay at his/her home shall be compensated at the rate of ten dollars (\$10.00) per day of "stand-by" duty and shall receive overtime pay when the employee is called back to work.
- K. The preceding paragraphs I. and J. will not apply to employees assigned to repair traffic signals. Because of the necessity to have employees who repair traffic signals available twenty-four (24) hours per day, the following "stand-by" provision will prevail with respect to those employees: Each employee required to perform "stand-by" duty shall be compensated for time spent on "stand-by" duty at two sevenths (2/7) of regular straight time rates whether or not the employee is required to stay at his/her home for the "stand-by" duty. But, it is understood the employee will be accessible by City beeper while on "stand-by" duty.
- L. Each employee shall be paid for a minimum of four (4) hours worked at one and one-half straight time rate if called back to work after completion of a regular day's work. Hours worked which are contiguous to the regular shift, either before or after the regular shift, are not considered call back and will be paid in accordance with E. above. On all such calls, the employee called may be required to remain on duty for the full four (4) hours and thereafter until the emergency is over. Employees who are called back to work and work more than four (>4) hours shall receive an additional ½ hour pay for travel time.
- M. Parks and Recreation Supervisors, Park Security Officers, Ice Rink Operators, Recreation Leaders, Park/Recreation Maintenance Workers, Utility Service Workers, Gardeners, Working Foremen, Equipment Mechanics, Tree Climbers, Trades workers, Custodians, Watchmen, Laborers, Utility Servicemen, Offset Operators, Timekeepers, Public Works Dispatchers, Yard Clerks, Equipment Parts Clerks, Police Aide, and Dog Wardens shall be provided uniforms or a clothing allowance in the amount of One Hundred and Twenty-Five Dollars (\$125) per contract year payable on or before January 1st of each contract year.

The City will make coveralls available for Building Inspectors when performing field work

- N. Each new employee of the City or Board of Education, as the case may be, shall normally be paid the minimum rate of pay for the classification to which appointed except that the appointing authority may recommend a rate higher than the minimum rate by written request to the Director of Human Resources who may approve a starting rate up to the midpoint of the salary range, except as specifically provided for in this Article. Requests to appoint at a salary beyond the midpoint of the range shall require approval by the Personnel Commission.
- O. **Mandatory Electronic Deposit.** Mandatory electronic deposit with electronic records shall be implemented for all unit employees. However, no employee shall be denied the right to receive paper statements unless the City is able to provide computer access to a digital statement at that employee's workplace.
- P. Compensatory time may be substituted in lieu of overtime pay, at the election of the employee. Compensatory time will be earned at the appropriate overtime rate. The employee may accrue compensatory time up to a maximum of thirty-five (35) hours. All accrued compensatory time will be used in the same manner as vacation leave and must be exhausted prior to an employee utilizing his/her vacation leave time. The City agrees that employees will not be forced to accept compensatory time in lieu of overtime. Compensatory time is an option for bargaining unit employees excluding employees working in positions where the City requires mandatory coverage.
- Q. Employees who are required to standby because of an impending weather emergency, will be compensated for hours spent on standby duty at one half (1/2) times regular straight time rates. If the employee is called to work, the standby pay ends when the employee reports to work. Employees shall be required to standby only after receiving written notification of standby status from the Director of Operations or designee, who shall have the ability to determine the number of employees on standby and the duration of the standby status. Employees placed on standby who refuse to report to work without mitigating circumstances, which must be explained in writing within forty-eight (48) hours, shall be subject to discipline.
- R. For prescheduled overtime on weekends/days off, employees will receive a minimum of four hours of overtime and can be required to work the full four hours. If an employee has prescheduled overtime on a workday and is not permitted to flex their schedule or continue to work on the day of the prescheduled overtime, then the employee will receive a minimum of four hours of overtime and can be required to work the full four hours.

WPCA Laboratory employees shall be paid a minimum of four (4) hours worked at one and one-half their straight time rate when scheduled to perform required NEPDES Permit testing. Hours worked for testing that are contiguous to the regular shift, either before or after the regular shift, will be paid at the regular overtime rate and is not considered as scheduled work.
- S. Any employee working on snow or ice removal (in connection with a storm) duty on Monday through Friday shall be paid straight time for hours worked between 7:00 a.m. and 3:00 p.m., time and one half (1-1/2) for hours worked between 3:00 p.m. and 11:00 p.m., and double (2) time between 11:00 p.m. and 7:00 a.m. For hours worked on Saturday between 7:00 a.m. and 11:00 p.m., employees will be paid time and one half (1-1/2) and for hours worked on Sunday, employees will be paid double time.

ARTICLE V
HOLIDAYS AND PERSONAL LEAVE

- A. The following shall be paid holidays: New Year's Day, Martin Luther King Day, Presidents Day, Good Friday, Memorial Day, Juneteenth, Fourth of July, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, day after Thanksgiving, one-half (1/2) day on Christmas Eve and Christmas Day. Easter Sunday shall likewise be a paid holiday for employees in jobs requiring seven (7) days per week coverage.
- B. Employees other than those in jobs requiring seven (7) days per week coverage shall not normally be required to work on any of the aforesaid holidays and shall receive their full weekly salary in each week in which such holidays occur.
- C. 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 preceding Friday shall be deemed the holiday, except for employees working for the Board of Education, who shall receive in lieu of such holiday a compensatory day off, at such time as will not interfere with the efficient operation of the school or department in which they are employed. For those employees whose jobs require 7-day coverage the holiday shall be the day on which it actually falls.
- D. Any employee on paid leave shall receive his/her regular day's pay for any holiday during such period, and the same shall not be charged against his accumulated leave.
- E. Any employee absent from duty on the day before or the day following a holiday, except on sick or other authorized leave, shall not be paid for that holiday.
- F. Employees working for the Board of Education in a school which is closed on any day as a result of snow conditions shall not be required to report to work on such day and employees working in other Board of Education facilities on such day shall, at the discretion of the Board of Education, either be excused from work on such day or given compensatory day off to be taken at the discretion of the employee, at such time as will not interfere with the efficient operation of the school or department in which they are employed and employees working for the Board of Education at non-school facilities, including but not limited to the Government Center, will work the same schedule on such days as other City employees.
- G. If a special day off is declared for City employees by proclamation (e.g., for national mourning or an emergency), each employee covered by this Agreement required to work on such day shall be granted a compensatory day off at a time mutually convenient to the employee and his department head.
- H. All employees other than those employed by the Board of Education 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 consent of his department head, which such consent shall not be unreasonably withheld. Employees employed by the Board of Education shall not be required to work on Custodian's Picnic Day, Teachers' Convention Day, or Election Day unless the school custodians are at work on such day and the Board of Education employees are requested to do so by the Superintendent of Schools, in which event any employee so working shall receive a compensatory day off which day shall be designated by the Board from among any of the Jewish Holidays designated by the Board. Nevertheless, these employees may

elect to take two (2) personal days per contract year in accordance with the procedure set forth in the first sentence of this Paragraph H.

ARTICLE VI
VACATIONS

A. Present vacation policies and schedules shall remain in effect, except as follows. Accruals are calculated on paid hours.

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

B. Employees shall be allowed to carryover up to forty-five (45) days of earned vacation leave at fiscal year end. The limit for maximum carryover may be exceeded with the approval of the employee's Director and the Director of Human Resources. The City will pay employees for any unused accrued vacation of employees approved for carryover over the 45 day maximum at the end of the 2019/2020 fiscal year. Notwithstanding the forgoing, no vacation shall have a duration of more than thirty (30) days at a given time, except in unusual circumstances when a vacation not to exceed fifty-five (55) days may be granted. Subsequent to the 2019/2020 fiscal year, employees shall annually have the option to cash out accrued vacation in excess of thirty (30) days at fiscal year-end at the rate of 75% of the employee's regular daily pay rate. Employees who choose this option and submit a timely request for payment shall receive the vacation payout in July of the subsequent fiscal year.

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

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

E. One employee (per year) in the Tax Department shall be granted up to three (3) consecutive days of vacation during the month of July, provided that the employee submits a written request no later than June 1. If more than one employee submits a written request, the time off will be granted by rotation in seniority order.

F. Vacation requests must be pre-approved by the employee's Department Head or designee. Approval shall not be unreasonably denied.

ARTICLE VII
SICK LEAVE AND LEAVE OF ABSENCE

- A. Each regular full-time employee hired prior to the execution date of the contract effective July 1, 1998, shall be entitled to sick leave with full pay computed on the basis of one and one-quarter (1-1/4) working days for each completed month of service.
- B. Full-time employees hired after March 17, 2000, shall receive sick leave with pay computed on the basis of one (1) day for each completed month of service. Each July 1st thereafter, the City will contribute an additional three (3) sick leave days to the UAW Sick Leave Bank. Employees may apply for sick days beyond their personal bank in accordance with the UAW Sick Leave Bank. There shall be no maximum accumulation for sick leave days in an employee's personal bank. Employees hired after March 17, 2000, will receive no pay-out for unused sick leave. Employees are not eligible to use sick leave until completion of their probationary period, unless otherwise approved by his/her supervisor.
- C. For employees hired before March 17, 2000, the maximum accumulation of sick leave shall be one hundred and fifty (150) days, and the City and Board shall pay an employee at retirement on pension or after age 62 on Social Security for one-half of his/her then accumulated sick leave, not to exceed seventy-five (75) days, at his/her rate of pay immediately prior to such retirement. Upon death, an employee's estate shall receive pay for his/her full sick leave accumulation up to thirty (30) days and in addition, one-half of any accumulated sick leave over thirty (30) days to a total maximum of ninety (90) days, at his/her rate of pay immediately prior to death.
- D. Employees shall be required to furnish a certificate from a treating physician for all consecutive days of sick leave beyond three (3) days or where the City reasonably suspects sick leave abuse. Certificate need not state diagnosis. Sick leave shall not be taken in advance. The City reserves the right to have an independent physician examine any employee, at City expense, claiming sick leave.
- E. Employees shall have the right to use five (5) days of accumulated sick leave in any one calendar year for the purpose of family illness. This is the only exception for any individual to use accrued sick leave for any reason other than when an individual is personally sick and unable to work.
- F. A non-probationary employee, upon proper application in writing to and upon written approval by the department head, may obtain a continuous leave of absence without pay for a period not to exceed three (3) months. At the expiration of such leave, the employee shall be reinstated in the service without loss of any of his rights, unless the position is no longer available due to a budgetary reduction in staff. Failure on the part of an employee to report promptly at the expiration of the leave of absence, except for satisfactory reasons submitted in advance, shall be cause for dismissal. Leave of absence without pay, however, will not be granted until after all the employee's accumulative annual leave has been exhausted and if leave without pay is granted on account of sickness, until all of his/her accumulative sick leave has been exhausted. No annual leave or sick leave may be accumulative during a leave of absence without pay. Extensions of leave for additional three-month periods may be granted by the department head, or, in the event of disagreement, from the Director of Human Resources, but in no case shall the total period of time exceed two years. Should leave under this section be covered by the federal Family and Medical Leave Act (FMLA), then such leave will be counted towards the twelve (12) weeks allowed under the FMLA.

G. UAW Sick Leave Bank

1. The "Sick Leave Bank" is established to be used to provide additional paid sick leave for extreme hardship cases due to personal illness and/or personal injury and are not intended for casual use. Any employee hired before March 17, 2000, in order to be eligible to use the Sick Leave Bank, must contribute one (1) day of sick leave to the Sick Bank. Any day contributed shall be deducted from the contributing individual's accumulation of sick leave. Employees hired after March 17, 2000, will have three (3) days per year contributed to the UAW Sick Leave Bank, each July 1st. Only employees who contribute to the bank are eligible to participate. Effective July 1, 2023, once an employee has contributed a maximum of thirty (30) days to the bank, they shall not be required to make further contributions to the bank.
2. A committee shall be established consisting of two (2) persons designated by the Union and two (2) persons designated by the City, and the Director of Human Resources or his/her designee, who shall act as chairperson. The committee shall develop procedures for applying for 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 (4) below); (3) consider the seriousness, nature and projected duration of the illness or disability involved; and (4) consider the applicant's prior record of sick leave use.
3. The granting of any sick leave days shall be by majority vote of the committee members; the chairperson will vote only in the event of a tie vote. All votes shall be final.
4. Any employee who has exhausted his or her sick leave may apply, in writing, to the Sick Leave Committee for a grant of sick leave from the Sick Leave Bank. The number of days granted shall be determined by the committee but shall not exceed thirty (30) days. A written request for a second thirty (30) day grant may be submitted; however, the total number of days granted may not exceed sixty (60) days in a fiscal year.
5. In no case will an employee receive a sick leave donation when absent due to a work-related injury.
6. Days from the sick leave bank may not be granted to employees who are permanently unable to return to work or who are not able to return to work within the reasonably foreseeable future, as determined by medical evaluation.
7. Employees who reach the current sick leave accumulation cap of one hundred and fifty (150) days will have all days earned in excess of 150 deposited in the Sick Leave Bank.
8. In the event a request is made that would result in a negative balance to the bank, the City will honor the request. However, no request will be honored in the event the bank has a negative balance.

ARTICLE VIII
WORKER'S COMPENSATION

- A. (1) The City acknowledges that all employees are subject to the Worker's Compensation Law of the State of Connecticut and are entitled to all benefits thereunder, subject to the provisions of Article VII, sections 2 through 8.

- (2) The department shall keep a separate roster of the employees who have been injured while on duty. This roster shall be kept separate from the employees on sick leave.
- (3) An employee who has a work-related injury or illness shall file immediately or as soon as is practicable a Worker's Compensation claim pursuant to State Law.

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 Workers' 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 sixty (60) days.

- (4) An employee who has properly filed a Worker's Compensation claim and is unable to perform his/her normal job tasks shall be placed on Worker's Compensation leave for the period of his or her absence while the claim is actively processed. By placing a member on Worker's Compensation leave the City does not waive any rights it may have under the Connecticut Worker's Compensation Act.
- (5) In order to receive compensation for a work-related injury or illness, the employee is required to file a Worker's Compensation claim and to submit medical evidence of the injury or illness, inability to work and a prognosis for return to work. No payments will be made for injuries on duty in cases where no Worker's Compensation claim has been properly filed.
- (6) Any employee who is on extended sick leave or Worker's Compensation injury leave who has reached maximum improvement in the opinion of the treating physician or is unable to perform the essential functions of the job classification, shall be terminated as an employee, but such termination shall not affect whatever rights he may have under the Worker's Compensation insurance carrier case evaluation and physician's diagnosis.
- (7) Modified/Light Duty: The City may assign a member who is on Worker's Compensation leave to modified or light duty consistent with the finding of the Worker's Compensation insurance carrier case evaluation and/or the City's PPO network physician. In doing so, the City may temporarily change the employee's schedule and/or assignments for the duration of the light/modified duty. The City reserves the right to limit the number of positions on restricted/modified duty. These assignments are intended to transition employees back to full duty and are not permanent in nature.

For employees with a disability that renders them unable to perform the essential functions of their position, the City will make reasonable accommodations in accordance with applicable laws, including a potential transfer of the employee to a "Suitable Position", which is defined as a vacant position in the bargaining unit in the same pay grade (or a lower pay grade if one in the same pay grade is not available) for which the employee can perform the essential functions of the position, for which the employee meets the stated minimum qualifications, and the employee has the work history, skills, and experience required of the position. If a transfer occurs under this section, the employee will serve a probationary period of three (3) months. If the employee fails the probationary period or if a transfer does not occur, the employee will be terminated and placed on a recall list for other Suitable Positions which are not promotions for a period of two years. If the employee is able to perform the essential functions of the employee's original position within

those two years, the employee will be reinstated to the original position provided there is a vacancy.

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

B. Any employee who has received from the City or Board any payments in addition to Workers' Compensation benefits pursuant to subparagraphs A or B above and who thereafter receives any payments from a third party as a result of a claim or action against such third party for damages in connection with an accident which gave rise to Worker's Compensation benefits and to the additional payments referred to above, shall repay to the City or Board, as the case may be, in addition to such sums as he may otherwise be required to pay by law, the amount of such additional payments, provided however, that if such employee receives, as a result of such claim or action, less than twice the amount of all repayments to the City or Board required to be made pursuant to provisions of law or this Agreement, the employee shall have the right to deduct from the amount of any such repayment that proportion of the employee's attorneys' fees and out-of-pocket disbursements necessarily incurred in connection with such claim or action which the amount of the additional payments to be repaid to the City or Board bears to the total amount received by the employee on account of such claim or action.

ARTICLE IX INSURANCE AND PENSIONS

SECTION 1 - Health Insurance

The City agrees to provide medical benefits to each eligible individual employed under the terms of this collective bargaining agreement, along with their enrolled eligible dependents, through the State Partnership Plan ("SPP").

(a) In the event any of the following occur, the City or the Union may reopen negotiations in accordance with MERA as to the sole issue of health insurance, including plan design and plan funding, premium cost share and/or introduction of replacement medical insurance in whole or in part:

(b) If the SPP in its current form is no longer available; or if the benefit plan design of the SPP is modified as a result of a change in the State's collective bargaining agreement with SEBAC, if such modifications would substantially increase the cost of the medical insurance plan offered herein. Reopener negotiations shall be limited to health insurance plan design and funding, premium cost share and/or introduction of an additional optional health insurance plan; and/or

(c) If Conn. Gen. Stat. Section 3-123rrr et seq. is amended, or if there are any changes to the administration of the SPP, or if additional fees and/or charges for the SPP are imposed so as to affect the City, any of which amendments, changes, fees or charges (individually or collectively) would substantially increase the cost of the medical insurance plan offered herein. Reopener negotiations shall be limited to health insurance plan design and funding, premium cost share and/or introduction of an additional optional health insurance plan; and/or

(d) In any negotiations triggered under the above as well as negotiations for a successor to this collective bargaining agreement, the parties shall consider the following additional factors:

- Trends in health insurance plan design outside of the SPP;
- The costs of different plan designs, including a high deductible health plan structure and a PPO plan structure.

Should such negotiations be submitted to arbitration for resolution, the arbitration panel shall consider the foregoing in applying the statutory criteria in making its ruling. In addition, the arbitrators shall consider the City’s position that the High Deductible Health Plan proposed during negotiations should be the baseline for such negotiations and shall also consider the Union’s position that the current health insurance plan should be the baseline for such negotiations.

(e) The SPP contains a Health Enhancement Plan (HEP) component. All employees participating in the SPP are subject to the terms and provisions of the HEP. In the event SPP administrators impose a HEP non-participation or noncompliance per month premium cost increase or annual deductible, those sums shall be paid 100% in their entirety by the nonparticipating or non-compliant employee. No portion or percentage shall be paid by the City. The per month premium cost increase shall be implemented through payroll deduction, and the annual deductible shall be implemented through claims administration.

Seasonal employees are not eligible for any health insurance. 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.

SECTION 2 - Dental and Vision

The City will provide a PPO dental plan as follows:

<u>Co-insurance</u>		<u>Deductibles</u>	
Class A Expense	100% R/C	Class A	None
Class B Expense	80% R/C	Class B & C	\$50/\$100
Class C Expense	75% R/C		
Orthodontics	50% R/C	Orthodontics	None

Maximums

Annual Max \$2,000/per covered dependent

Orthodontics \$2,500 lifetime/per covered dependent

Effective the 1st of the month following the execution of this agreement, the City shall provide 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

- A. The City will provide each employee with a term life insurance policy in the amount of Fifty thousand dollars (\$50,000) Dollars at no cost to the employee.
- B. Employees who are participating in the life insurance program and have life insurance in an amount in excess of Fifty Thousand Dollars (\$50,000) may continue to receive such coverage. The amount will be frozen at the July 1, 2003, annual salary and the employee will pay three cents (\$.03) per week, per each thousand dollars of benefits, rounded to the nearest thousand.

SECTION 4 - Retiree Insurance

A. Retiree Benefits

- i. Pre Age Sixty-Five (65): The City will make available its health insurance plan, providing for hospital and medical benefits, but not including dental or optical, to employees who are granted a retirement benefit from the City of Stamford Classified Employee's Retirement Fund.
 - 1. Retire with a normal retirement, or
 - 2. Retire with an early retirement or non-occupational disability retirement and are age 58 or older with a minimum of fifteen (15) years of credited service in the retirement plan; or
 - 3. Retiree with an occupational disability retirement and has a minimum of ten (10) years of credited service in the retirement plan.

An employee or terminated vested employee who does not meet one of these eligibility requirements is not eligible for retiree medical insurance. A retiree and/or covered dependent who terminates retiree medical insurance may not reenroll in retiree medical insurance.

- ii. Post Age Sixty-Five (65): At age 65, the City will provide supplementary medical coverage to Medicare, not including dental or optical, as outlined in the Summary Plan Description, to eligible retirees as defined in paragraph i above.

Each employee, who hereafter retires and when sixty-five (65) years of age or older, shall receive premium reimbursement for coverage paid for under Medicare Part B.

B. Retiree Costs

- i. Cost to age 65: Employees eligible for normal retirement on or before December 31, 2014, shall contribute one-third (33.33%) for the City's pre-65 health plan. Employees not eligible for normal retirement on or before December 31, 2014, shall pay fifty (50%) percent for the City's pre-65 retiree health plan, provided they retire on or before June 30, 2015. Employees not eligible for normal retirement on or before December 31, 2014, who retire on or after July 1, 2015, shall pay a percentage of retiree healthcare premium to the pre-65 health care plan as follows: 50% at age 64, and 2% more for each year under age 64. However, this group shall pay fifty (50%) percent regardless of age if they retire as a result of an involuntary layoff.
- ii. Cost Post 65: The retiree must pay one-third (33.33%) and the City will pay two-thirds (66.66%) of the cost for the supplementary coverage as referenced in Section A(ii) above.

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

SECTION 5 - Pension Benefits

- A. Each employee shall be, and remain covered by the City of Stamford Classified Employees Retirement Fund, as described in Section C-7-30-1 through 11 of the Charter of the City of Stamford, as amended and revised, and as modified by the terms of this and previous collective bargaining agreements between the City and the Union, except for any employee who is eligible to be included in the Custodians and Mechanics Pension Funds.
- B. The cost of actuarial and associated administrative expenses for the CERF will be paid for by the Plan.
- C. The provisions of the Classified Employees Pension Fund will be modified to provide for non-work related disability pension eligibility for individuals with ten (10) or more years of credited service.
- D. An employee will be eligible for a disability pension provided he/she submits evidence satisfactory to the CERF Trustees that he/she has become totally and permanently disabled from performing the job duties and functions outlined in the classification's job description. An employee who receives a work-related disability pension from the CERF will not be subject to an annual review.
- E. Employee Pension Multiplier and Pension Calculation:
 - 1..Pension Multiplier and Earnings. The multiplier for years of service shall be unchanged for employees with twenty-five (25) years of service as of January 1, 2015, or who were otherwise eligible to retire on or before January 1, 2015. Other employees hired before January 1, 2015, shall have their pension multiplier changed to 1.75% only for years of service beginning on and after January 1, 2015. Employees hired on or after January 1, 2015, shall have a pension multiplier of 1.5%.
 - 2. The pension shall be based upon the average of the employee's highest three (3) years of earnings. Only the final ten (10) years of employment shall be reviewed for this purpose absent the specific request otherwise by the employee.
 - 3. Should the CERF plan funding level rise above 138% as determined by the plan actuary in its annual actuarial evaluation, the UAW may request to reopen the contract for the sole purpose of discussing an early retirement option for those persons who have been employed for 25 years or more. The request to reopen must be made in writing to the Director of Human Resources within 30 days of issuance of the comprehensive report or the right to reopen the contract will be deemed waived. If the parties fail to agree to the early retirement option, the parties reserve all rights to challenge the 25 years early retirement option based on feasibility, costs and any other factors set forth in the binding arbitration statute.
- F. The Normal Retirement Date for employees covered by this agreement shall be age sixty (60) with at least ten (10) years credited service to the City, or age fifty-eight (58) with at least fifteen (15) years credited service to the City. Notwithstanding the foregoing, effective January 1, 2015, employees shall

no longer be eligible to retire at age 58 with 15 years of service. Employees with 25 years of more of service and age 55 as of January 1, 2015, will not be affected by this change.

- G. Effective July 1, 1998, employees will be considered fully vested in their pension benefits after completion of five (5) years of credited service. Vested employees who have not achieved Normal Retirement are not eligible for retiree insurance benefits as defined in Section 5 (F) except if such vested employee is laid-off due to budgetary reasons and terminated, the terminated vested employee shall become eligible to enroll in retiree medical insurance upon receiving their future pension benefit. Such retiree shall pay the retiree cost share of the premium as set forth in Section 4 (B) of this Article.
- H. The penalty for early retirement under the CERF for employees covered by this agreement shall be reduced from the current fifty-five one hundredths (.55) of one (1) percent per month to twenty-five one hundredths (.25) of one (1) percent per month, for the first thirty-six (36) months prior to the normal retirement date. Any time beyond the first thirty-six (36) months shall be reduced by the current fifty-five one hundredths (.55) of one (1) percent per month.
- I. 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.
- J. Effective July 1, 1999, and continuing each year thereafter, the City will contribute to the CERF the amount actuarially necessary to fund the plan.
- K. Employees who retire after January 1, 2000, will be covered by the provisions of the CITY OF STAMFORD CLASSIFIED EMPLOYEES RETIREMENT FUND ADJUSTMENT, attached hereto as Appendix D.
- L. The parties agree that the pension trust document will accurately reflect the pension benefits of the Classified Employees Retirement Fund, with respect to the employees covered by this agreement. It is not the intention of the parties to change, alter or amend the pension benefits of the CERF plan as set forth in appropriate documents and described in the Charter of the City of Stamford, as amended and revised, other appropriate documents, and collective bargaining agreements between the City and the Union.
- M. CERF pension contribution shall be as follows: (not retroactive))
 - a. Employees with ongoing pension multipliers below 2% 4.5% of salary
 - b. Employees with ongoing pension multipliers of 2% 5% of salary
- N. The City may, in its sole discretion, offer employees, with vacation and/or sick leave banks, who are eligible for pay-out, the following options, upon retirement:
 - a. Exchanging up to a total of One Hundred (100) vacation/sick leave days for additional pension credit. The calculation will be based on twenty-five (25) vacation/sick leave days equating to an additional one percent (1%) added to his/her pension, up to a maximum of four percent (4%). Notwithstanding the foregoing employees hired after January 1, 2015, will not be eligible to exchange sick leave or vacation time for additional pension accruals. No pension will exceed the maximum of seventy percent (70%); or

- b. Exchanging vacation leave days for a one-time, lump-sum pension bonus, equating to the dollar amount calculated by multiplying the number of day's vacation/sick leave times their daily rate at time of retirement.

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

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

- O. The maximum years of service for pension purposes will increase from thirty-three (33) years to thirty-five (35) years. The maximum pension will not exceed seventy percent (70%). Notwithstanding the foregoing for employees hired after January 1, 2015, the maximum pension will not exceed sixty-six percent (66%). Employees will be required to continue contributing to the pension until reaching thirty-five (35) years of service unless the employee has reached his/her maximum.
- P. Employees hired before July 1, 2005, who have served in the United States Military shall be given up to six (6) months to exercise an option to buy-back up to a maximum of three (3) years of their service time, credited under the city of Stamford Classified Employees Retirement Fund (CERF) and shall be allowed up to twenty-four (24) months to pay for such credited service. This option shall not be available to any employee who has previously exercised an option for military buy-back under CERF.

Newly hired employees shall also be eligible to the Military Buy Back option outlined in (1) above within six (6) months of their initial date of hire.

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 - Employee Contribution

Effective September 1, 2023, employees shall be required to contribute, pursuant to Internal Revenue Code Sec. 125, on a pre-tax payroll deduction-based sixteen percent (16%) of the premium equivalent rate for single, two-person (two [2] times single coverage), family coverage (two and one-half [2½] times single coverage), respectively for the medical, dental, vision and prescription drug benefits.

Effective July 1, 2024, employees shall be required to contribute, pursuant to Internal Revenue Code Sec. 125, on a pre-tax payroll deduction-based seventeen percent (17%) of the premium equivalent rate for single, two-person (two [2] times single coverage), family coverage (two and one-half [2½] times single coverage), respectively for the medical, dental, vision and prescription drug benefits.

Deductions shall be made from each payroll check.

SECTION 8 - 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 (\$1,000), 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 provided the employee must not be covered by any other medical/dental/vision plan of the City or the Stamford Board of Education. Any employee receiving the waiver payment as of the effective date of this agreement [insert date] who would be disqualified by this proviso may continue to receive the waiver payment of \$750. If an eligible employee has waived his/her insurance benefits the previous year and does not notify the Benefit Manager's Office of his/her selection for the coming fiscal year, the waiver will remain in effect. Payment for the waiver will be made in two (2) equal installments, six months apart (January and July).

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

SECTION 9 - 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, be less than the benefits and coverages as set forth in Exhibit I. The size and scope of a preferred provider network of physicians, hospitals, dentists, optometrists, etc. shall not be a factor in determining the duplication of benefits by an insurance carrier or managed care vendor. It is agreed that an alternative insurance carrier or managed care vendor can be selected by the City provided that the new insurance carrier or managed care vendor network includes seventy (70%) percent of the hospitals and physicians in Fairfield County of the original preferred provider network of hospitals and physicians. The City retains the sole and exclusive right to select and/or change insurance carriers or managed care vendors. The City shall review any proposed changes with the Union prior to implementation, and if there is a disagreement on the level of benefits, coverages or services provided with the proposed insurance carrier and/or managed care provider, the Union may submit the issue to binding arbitration.

SECTION 10 - Flexible Spending Accounts

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

ARTICLE X
SENIORITY

- A. Upon request the City and the Board of Education shall furnish to the Secretary of the Union a list of their employees covered by this Agreement in order of their seniority, together with the then current salary of each.
- B. All newly hired employees shall serve a probationary period of six (6) months dating from the first day of employment. However, the City may extend an employee's probationary period by an additional six (6) months and will notify the Union if the probationary period is extended. Upon completion of the probationary period, the seniority of such new employees shall date from the date of hiring.
- C. The City or Board agrees that it will provide the Union with names and positions of employees to be laid off (2) weeks prior to the actual layoff.
- D. Seniority for all purposes under this contract shall be based upon the employee's length of service in his/her job classification. When there is a reduction in the work force, seniority will be applied in accordance with the procedure set forth in Sec. E below.
- E. When a reduction in the number of employees becomes necessary for economic reasons, the reorganization of a department ("department" consists of all divisions, bureaus and subdivisions under its jurisdiction), curtailment of activities or for other related reasons beyond the employee's control, the resulting layoffs shall be made among incumbents by classification in order of seniority in the classification in the affected department, bureau or division as the case may be. An employee so laid off in a particular department, bureau or division shall have the right to "bump" the least senior employee in that classification anywhere in the bargaining unit provided that bumped employee has more seniority in that classification.
- F. In the event the affected employee has no "bump" as described in paragraph "E" above, the employee shall have the right to reach to a previously held job classification in the Bargaining Unit, if such employee has greater seniority, (as defined in "D" above) than the employee(s) occupying the lower classification regardless of the department, bureau or division in which the lower classification is located. It is understood and agreed that an employee exercising a "retreat" shall displace the least senior employee in the lower classification. The employee exercising the retreat will be credited with seniority back to the original hire date into the lower classification plus time spent in all subsequent higher classifications. This applies only in cases of retreats.
- G. Any employee who exercises his right to retreat as described above shall not relinquish his rights to "recall" to the higher classification from which he/she retreated. Said recall rights shall be effective for two (2) years from the date the employee retreated to the lower classification. Recall to higher classifications shall follow the recall procedure of seniority.
- H. (1) No Union member shall bump or revert into positions in another bargaining unit unless by agreement with the bargaining unit's exclusive representative. Likewise, no member of another bargaining unit shall bump a member of the Union unless by agreement with the Union.
- (2) No Union employee shall be laid off from any position while any provisional, temporary, probationary part time, seasonal, and contract employees in the same classification in the affected department, bureau or division are working or doing a majority of the work of the laid off employee.

The provisions of Article XVIII are also incorporated in this paragraph H. For the purposes of this section, "contract employee" means individuals subcontracted to perform bargaining unit work, and "part time employee" means any employee scheduled to work less than twenty (20) hours.

- I. Any employee so laid off shall be placed on the reemployment list for a period of two (2) years and shall be rehired in the inverse order of seniority in the event of a vacancy in the classification last held. Said employee shall not serve a probationary period upon reemployment. Said employee shall retain all sick time accrued at time of layoff, and seniority shall accrue during periods of layoff. Said employee shall regain step in grade previously held upon reemployment.
- J. At the time of separation, the City will provide a "pink slip" and all monies due to the employee for all hours worked and accrued vacation. Likewise, a separated employee will surrender all keys and City equipment in his/her possession.

ARTICLE XI

PROMOTION AND TRANSFERS

- A. Prior to filling any vacancy, there shall be notices posted of all such positions filled through transfers and/or promotions and announcements of examinations to fill them on bulletin boards customarily used for employee information. There shall be at least one such bulletin board in each building available for posting of Union notices.
- B. When a vacancy exists in a position to which appointments are customarily made without examination, the City or the Board of Education, as the case may be, shall post notice of such vacancy and offer such position to the employees in the same department in which the vacancy exists who are qualified to fill the vacancy, in order of seniority. If no employee in such department accepts such position, it shall be offered to employees outside the department, but in the bargaining unit, who are qualified to fill the vacancy, in order of their seniority. If the City has five or more internal candidates on a certified list, the City will choose the most senior qualified internal candidate for the first appointment from the certified list; thereafter, current practice continues.
- C. When a vacancy exists in an existing and/or new position to which transfers are not customarily made without an examination, an examination shall be given and candidates shall be certified in accordance with the Classified Service Rules and Regulations in force at the time when said vacancy exists.
- D. In no event shall the City or the Board of Education be required to make more than one transfer as a result of any such vacancy, except for transfers within the same department in which the first person transferred was employed.
- E. When the head of an appropriate department shall have declared that a vacancy exists and the Personnel Commission shall have certified the persons eligible to fill such vacancy, the vacancy shall be filled within thirty (30) days of such certification, and in no event shall any such vacancy be filled on a provisional basis for more than one hundred and eighty (180) days.
- F. New employees shall have no transfer or promotional rights during their probationary period.
- G. Upon promotion from one job classification to another, the employee promoted shall be placed on a step in the new salary range which is the next highest amount above his/her current hourly rate, but not

less than ten percent (10%) higher than his/her present hourly rate, but not above the maximum for the wage grade.

- H. The City will provide copies of postings for jobs and exam dates, on a monthly basis, to the Union President. Errors shall not be subject to the grievance procedure.
- I. Employees shall be furnished with copies of revised Merit System Rules/Classified Service Rules when requested.
- J. The City will provide a list of seasonal hires within two (2) weeks of the hire date.
- K. Employees appointed to a provisional position will have right to retreat back to their current position at the conclusion of their provisional appointment. The City will have the right to hire a temporary employee during the period of the provisional appointment.
- L. An employee will receive credit for out-of-title work if such work is performed for thirty (30) or more consecutive calendar days.
- M. Prior to filling any vacancies, the Department will review the transfer list and provide at least the top five most senior employees on the transfer list an opportunity to interview for the vacancy. The Department is not required to fill the position from the transfer list.
- N. Employees who transfer from the BOE to the City or vice versa shall receive an orientation within 30 days of the employee's transfer date. The orientation shall be designed to acquaint the employee to the unique environment of the new assignment and facilitate his/her transition.

ARTICLE XII
TOOL AND CAR ALLOWANCE

- A. Each employee who is required by the City or Board of Education to supply his own hand tools to perform the work assigned to him shall receive as a tool allowance for the purchase of such tools the sum of Two Hundred Dollars (\$200) per contract year under a voucher system. Under such voucher system, the eligible employee will be required to submit a receipt in order to receive reimbursement. Such a request for reimbursement must be made before June 30th.
- B. Current "grandfathered" employees receiving a car allowance of One Hundred Ninety Dollars (\$190), as listed in Appendix F, must now meet the mileage criteria as outlined in the Collective Bargaining Agreement. Employees who use their automobile less than one hundred (100) miles per month will receive mileage reimbursement at the current IRS rate. Employees who use their automobile in excess of one hundred (100) miles per month will receive the One Hundred Ninety Dollars (\$190) per month car allowance.

Computer Technicians shall be entitled to the sum of ten dollars (\$10) per day for each day in which such employee uses his/her car on City/Board business.

Employees who use their automobile less than one hundred (<100) miles per month or five hundred or more (≥500) miles per month will receive mileage reimbursement at the current IRS rate. Employees who use their automobiles in excess of one hundred (>100) miles a month but less than five hundred (<500) miles a month shall receive one hundred and ninety dollars (\$190) per month.

For employees not receiving the car allowance, the City shall reimburse employees for mileage at the current IRS rate. Employees will submit a mileage log, provided by the City, on a monthly basis, or in the case of a conference or seminar, on a per occurrence basis, to be eligible for reimbursement. Additionally, employees will be reimbursed for parking fees, upon submission of receipt.

- C. Any employee who presently is not required to furnish his/her own transportation in the performance of his/her duties, but who hereafter is required to do so because of a change in his/her position or duties, shall be entitled to the rights and benefits of this Article XII, and no employee shall be compelled to commence his/her position or duties in the absence thereof. No employee will be required to use his or her personal vehicle without compensation.
- D. There shall be an annual clothing cleaning allowance of One Hundred and Twenty-Five Dollars (\$125.00) per contract year for Police Aides.

ARTICLE XIII
DISCHARGE/DISCIPLINE

- A. No employee shall be discharged, suspended, or otherwise disciplined except for just cause. However, the City or Board of Education, as the case may be, shall have the right in its sole discretion to discharge any employee during such employee's probationary period referred to in Article X, and it shall not be subject to the arbitration step of the grievance procedure.
- B. Insofar as possible, just cause as defined herein shall embody the elements of reasonableness, fairness, honesty and good faith on the part of the City or Board.
- C. Prior to imposing discipline, the supervisor or his/her designee will notify the Union that a pre-disciplinary meeting will be scheduled. Meetings will be scheduled on a date mutually agreed to by the Union and supervisor, but in no case later than three (3) working days from the original date of contact by the City/Board. The supervisor will notify the employee that such meeting has been scheduled so that the employee has sufficient time to prepare. The employee may be accompanied by his/her union representative at such meeting.

Within one week of the pre-disciplinary meeting, the supervisor will notify the employee and the Union, in writing, of his/her decision regarding any discipline to be imposed.

This procedure for scheduled pre-disciplinary meetings does not apply in the event of suspension without pay for theft; fighting on the job; the use of or being under the influence of drugs and/or alcohol on the job; and/or acts endangering employees or public health and safety.

Grievances resulting from suspension or discharge may be appealed directly to Step 3 of the Grievance Procedure (Article XIV). Such grievances must be filed within thirty (30) calendar days of the suspension or discharge. All other grievances must follow Article XIV.

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

ARTICLE XIV
GRIEVANCE/ARBITRATION PROCEDURE

- A. Employees shall have the right to have union representation at any stage of the Grievance/Arbitration Procedure.
- B. An employee having a grievance with respect to any disciplinary or unfair action, taken against him/her has the right, and may if he or she so chooses, file a grievance seeking adjustment of the grievance. The procedure for filing and processing an individual grievance is as follows:

Step 1. For all disputes, other than disciplinary actions described in Article XIII (Discipline/Discharge), an individual shall discuss a grievance with his/her immediate supervisor within thirty (30) calendar days of the event giving rise to the grievance, or of when he/she reasonably should have become aware of event giving rise to the grievance. The immediate supervisor will meet with the employee and his or her Union representatives within five (5) working days of notification of a grievance to discuss, and when appropriate, reach a resolution of the grievance. The time limits may be extended by mutual agreement. If said meeting is not scheduled within five (5) working days or at a mutually arranged time, or if the supervisor does not respond within five(5) working days, the employee can proceed to Step 2 described below.

Step 2. If the grievance is not resolved at Step 1, an employee may appeal, in writing, within ten (10) working days to the appropriate Director or his/her designee. The Director or designee will meet with the employee and his or her Union representative within five (5) working days of receipt of the written grievance. The time limits may be extended by mutual agreement. The Director will respond within five (5) working days of the meeting. Such dispute resolution meetings will be conducted by the appropriate department heads or their designee. If said meeting is not scheduled within five (5) working days or at a mutually arranged time, or if the Director does not respond within five (5) working days, the employee can proceed to Step 3 described below.

Step 3. If the grievance is not resolved at Step 2, it may be appealed, within ten (10) working days to the Director of Human Resources or his/her designee. The Director of Human Resources or his/her designee will meet with the Union representative (up to two representatives), within ten (10) working days to discuss the grievance or issue in an effort to resolve the dispute. The Director of Human Resources or his/her designee will respond within five (5) working days of the meeting. If said meeting is not scheduled within ten (10) working days, or at a mutually arranged time, or if the Director of Human Resources or his/her designee does not respond within five (5) working days, the Union can proceed to Step 4.

Step 4. In the event the grievance is not resolved at Step 3 either party may submit it to binding arbitration before the State Board of Mediation and Arbitration within thirty (30) calendar days of the Step 3 response or date the Step 3 response was due. The Union President may request an additional 30 calendar days, which shall be granted. The City and the Union mutually agree that all arbitration hearings will be held at the Government Center, 888 Washington Boulevard, Stamford, CT, if the State so allows.

Either the City or Union may each elect, up to two (2) times per fiscal year, to submit a grievance to arbitration with the American Arbitration Association (AAA), and in such cases, the filing fee and cost of the arbitrator will be split equally between the parties.

Further, the City maintains the right to go to AAA on other cases at full cost to the City. In such cases, the City will pay the AAA and arbitrator's charges for said cases.

Upon mutual agreement, the parties may submit any grievance to AAA and the parties shall equally pay the AAA and arbitrator's charges for said case.

A Union representative designated by the Union, the grievant, and witnesses who are members of the bargaining unit, shall be granted time off with pay at his/her normal straight time rate of pay if such hearing is held during the employee's working hours. If the Union representative, grievant and/or witnesses are scheduled for the midnight shift (11:00 p.m. - 7:00 a.m.), he/she/they shall be released with pay from the midnight shift which commences the evening of the day on which he/she/they appeared at the hearing. If the Union representative who presents the case in arbitration is a member of the bargaining unit, the Union shall be entitled to have two (2) Union representatives granted time off with pay as provided for in the preceding two sentences.

- C. Either the City or the Union may file a grievance on the interpretation and application of the terms of this Agreement. Such grievance, as well as any class action grievances filed by the Union, will be initiated at Step 3 of the procedure within thirty (30) calendar days. Such grievances will be filed with the President of the Union, or the Director of Human Resources, respectively.
- D. Grievances initiated at Step 3 as a result of discipline, in accordance with Article XIII Discharge/Discipline, must be filed within thirty (30) calendar days of the discipline.
- E. Employees involved in any meeting as set forth above shall be granted time off with pay, provided such meeting is during the employee's work hours.

ARTICLE XV

TIME SPENT ON UNION BUSINESS

- A. The Union will provide the City, in writing, on the effective date of this agreement and on Nov. 1st of each year thereafter, a listing of official Union offices and the names of the individuals holding offices. Any changes in assignment of individuals will be promptly submitted to the City by the Union.
- B. The City will pay, at his or her, regular straight time hourly rate a total of five (5) individuals designated by the Union as the Negotiating Committee for all time spent, during working hours, in negotiation meetings between the parties pertaining to the negotiation of a new or interim labor agreement.
- C. Union Business Leave:
 - (1) Local President - The President will be released from his/her duties to conduct union business, as needed. Advance notice will be given in situations when the meeting is pre-scheduled and proper notice can be provided. The President shall use his/her best efforts to schedule union business at a time which will not create unavoidable hardship for the City. Union business leave associated with out-of-town meetings and conferences/training will be deducted from the bank of union business leave outlined below.
 - (2) Chief Steward - The Chief Steward will be released from his/her duties to investigate grievances and meet with grievant(s) for up to a maximum of seven (7) hours per week. Advance notice will be given in situations when the meeting is pre-scheduled and proper notice can be provided. The Chief Steward shall use his/her best efforts to schedule union business at a time which will not create unavoidable hardship for the City. In situations where advance notice is not possible, the Chief Steward will notify his/her supervisor of the meeting and request time for union business. In all

cases, union business leave will not be unreasonably denied. Time spent in meetings with City representatives will not be counted towards the seven (7) hours per week.

- (3) Financial Secretary - The Local Financial Secretary will be released from his/her duties to conduct union business for up to a maximum of two (2) hours per week. The Local Financial Secretary must schedule such time, in advance, with his/her supervisor, around operational requirements and needs of the department. Up to one (1) additional hour per week total may be granted to either the Recording or Financial Secretary with the permission of the employee's supervisor, which shall not be unreasonably denied.
 - (4) Recording Secretary - The Local Recording Secretary will be released from his/her duties to conduct union business for up to a maximum of one (1) hour per week. The Local Recording Secretary must schedule such time, in advance, with his/her supervisor, around operational requirements and needs of the department.
 - (5) Union Business Leave Bank - In addition to the time outlined above, there shall be a total of an additional twenty-five (25) days of union business leave, per fiscal year, for attending union training and/or conferences. In fiscal years during which there is an International Convention, there shall be an additional ten (10) days of union business leave added to the bank. No individual, except the Local President, can use more than five (5) days of union business leave continuously per fiscal year. The City shall have the right to deny requests under this provision in the event such request would result in an adverse impact on operations, such requests shall not be unreasonably denied. Effective February 1, 2015, of the agreement, there shall be an additional sixty (60) days UBL per fiscal year, without pay, for attending union training and/or conferences. Such UBL without pay may not result in the City incurring an overtime cost for releasing the employee from work.
 - (6) Local Grievance Committee - Each month, members of the Local Grievance Committee will be released from their duties at 2:30 p.m. on a given day, for the purposes of reviewing local grievances. The Union President will provide the Director of Human Resources with the date of such meeting at least two weeks in advance. Stewards will be granted a total of up to thirty (30) additional hours per month to investigate grievances. Stewards must secure approval from their supervisor for union business leave, and such approval will not be unreasonably denied.
- D. A Union representative will not leave his/her assigned work position/area without notification to the Department Head or Supervisor. Time off the job for Union business will be recorded.
- E. The City will locate space in the Government Center for the purposes of providing the Local Union with an office. The office shall be suitably secured at all times, except when occupied. The office shall be accessible to maintenance personnel at such times as may be required. The office shall be equipped with a suitable number of electrical outlets, telephone jacks, and lighting fixtures. The Local Union will be responsible for all telephone costs associated with the office. Aside from telephone service, computer, copy and fax equipment, the Union agrees not to install any equipment within said office, which would over-burden existing utilities, deface the physical plant or modify the structure of the building without consultation and approval of the Director of Human Resources.

ARTICLE XVI
UPGRADING OF EMPLOYEES

A. The following shall be the procedure for handling new job classifications, reallocations and/or claims of substantial changes in job content. The City or Board shall have the right to establish the rates of compensation for new job classifications after negotiation with the Union with respect thereto. Substantial changes in job content shall be deemed to create a new job classification. Any failure to agree as to whether changes in job content are substantial or any failure to agree as to the rate of compensation for a new job or whether a position should be reallocated shall be deemed a grievance and shall, at the request of the Union, be submitted to arbitration under the provisions of Article XIV hereof. After consideration of the evidence and arguments presented, the arbitrator shall issue a decision based upon the criteria as set forth in paragraph B of this Article.

B. The following compensable factors shall be considered in determining a position's allocation to a wage grade:

(i) internal equity among similar positions within the bargaining unit.

(ii) the position's wage competitiveness with similar or related positions in municipalities in the greater Stamford area (including Stamford).

(iii) the specialized skills, technical knowledge, education, and experience necessary to meet the minimum qualifications for the position including any special occupational certifications.

(iv) the degree to which the position is free to develop answers to problems encountered ranging from solving problems by following routine instructions with no deviation to solving problems within broader confines of organizational policy, sound business judgement, and the regulatory framework of the organization; including the complexity and uniqueness of the problems normally encountered by the position.

(v) the accountability or the measured effect on the job on end results including the magnitude or size of the area in which the job operates (single unit, department or city-wide), whether the job has a direct, controlling or primary impact or a interpretive, advisory or facilitating role.

(vi) the degree to which the position can take action without consulting higher authority.

ARTICLE XVII
BEREAVEMENT LEAVE

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

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

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

No documentation shall be required for bereavement leave unless the City can demonstrate a reasonable suspicion of abuse.

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

ARTICLE XVIII
WORK ASSIGNMENT

Work customarily performed by employees in the bargaining unit shall not be assigned to employees not in the bargaining unit where such work would thereby constitute a substantial part of such employee's time. Such provision shall not be construed to prevent assignment of work performed by employees in the bargaining unit to supervisors or to employees in other bargaining units where such assignment is only incidental to and a part of supervisor's or other employee's regular duties. In no event shall such assignment be made for the purpose of eliminating or reducing overtime for employees covered by this Agreement.

ARTICLE XIX
PERMANENT PART-TIME EMPLOYEES

- A. Permanent part-time employees are those employees working a regular schedule of twenty (20) or more hours per week, or whose employment is more than a seasonal as defined herein. Permanent part-time employees shall receive all the benefits of this Agreement except that, in lieu of those provided for in Article IV through VII and XVII hereof, such permanent part-time employees shall receive those benefits provided for below.
- B. The rate of compensation of such part-time employees shall be a pro rata portion of that provided for in Article IV hereof, and such employees shall be compensated for hours worked in excess of their regularly scheduled hours at additional straight time hourly rates unless the total number of hours in any week worked by any such employee shall exceed the hours customarily worked by full time employees occupying the same position, in which event such employee shall be compensated at one and one-half (1-1/2) times his regular straight time rate for any hours for which a full time employee occupying the same position would be compensated.

Compensation for holidays, vacations, sick leave and bereavement leave shall be a pro rata portion of that provided for herein for full time employees. Permanent part-time employees will receive personal leave days pursuant to the grievance settlement dated 9/20/99, and attached hereto in Appendix E.

- C. The City will provide each employee in the bargaining unit with the opportunity to enroll in a term life insurance policy on the same terms that apply to other employees in the bargaining unit in Article IX, Section 3.
- D. The City shall furnish all permanent part-time employees covered by this agreement and their families with health benefits equivalent to the health plan in effect for other classified employees covered by this agreement.

Benefit service for pension purposes for permanent part-time employees (employees who are regularly scheduled to work twenty or more hours per week) will be determined as follows:

Employees will receive credit for permanent part-time pension credit on the basis that one thousand eight hundred and twenty (1820) hours equals one full year of service (52 weeks times 35 hours per

week). Therefore, pension service credit will be the number of hours (but no more than 1820) divided by 1820.

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

Weekly pension contributions and the crediting of pension service will be based on the employee's regular base weekly schedule and any applicable longevity and/or educational payments. Employees will not be permitted to make contributions on hours in excess of their regular weekly schedule. Furthermore, employees will not receive pension service credit for overtime, leaves of absence without pay, and/or for any hours in excess of their regular schedule.

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

ARTICLE XX
ACCESS TO RECORDS

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

ARTICLE XXI
INTERRUPTION OF WORK

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

ARTICLE XXII
PREROGATIVES OF CITY AND BOARD

Except as herein provided for, the City and the Board of Education shall have the sole right to determine all matters affecting the operation, management and administration of the City and the school system and to direct and control the working force, including the exclusive right to hire and make temporary transfers

(other than on account of union activity) for any cause which in the judgment of the City and the Board of Education may affect the efficient operation of the City and the school system, and the City's decision in all such matters shall not be subject to contest or review by the Union or any employee unless arbitrary and capricious.

ARTICLE XXIII
DRUG AND ALCOHOL POLICY

(a) Commercial Driver's License

1. 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 all the requirements of the Federal Regulations regarding follow-up drug and alcohol testing.

2. If the employee tests positive for a second time, the employee shall be suspended for five (5) days and be reevaluated 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. The employee shall not be eligible for any promotion or assignment that would require the employee to drive.

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

4. 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.

5. If the employee has not had a further violation of this nature for a period of five (5) years from the original discipline, then the employee's previous discipline shall not be used against him or her after that point in time.

6. 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.

(b) City Drug and Alcohol Testing

The City of Stamford and the UAW Local #2377 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 parties agree to take necessary steps to eliminate illegal drug use and alcohol abuse. As the initial goal of this Drug and Alcohol Testing 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.

1. Random or mass testing is prohibited except for probationary employees.

2. 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.

3. Testing shall only occur if reasonable suspicion to believe an employee is under the influence of illegal drugs, alcohol or chemical substance while on duty. For purposes of this section, reasonable suspicion shall be defined as the quality of proof or evidence that is more than a mere hunch but less than probable cause and 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 abusing prescribed drugs or alcohol while on work time.

4. In the event that testing occurs:

A. Said testing shall be conducted by an independent medical laboratory which is not associated with the City and said laboratory shall be required to maintain all information as required by law.

B. Each testing sample shall be split in order that a portion of the sample can be retained to be independently tested if requested by the employee to verify the results of the first test. If the sample is not split and a portion retained for use by the employee, the results of the first test shall not be valid.

C. If the employee refuses to submit to the test, the test result shall be deemed "positive" and appropriate action, up to and including termination, will be taken.

D. 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 a review of any other relevant biomedical factors. The Medical Review Officer shall review all medical records made available by the tested individual when a confirmed positive test could have resulted from legally prescribed medication.

E. Upon the confirmation of a positive test result, the employee shall be enrolled in a Primary Care Rehabilitation Program. The Department Head will be notified and kept informed of the employee's status. The type of treatment and the length of the program shall be determined jointly by the Director of the City's Employee Assistance Program 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.

F. 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.

5. If as a result of said test it is determined that an employee is under the influence of illegal drugs, alcohol or illegal chemical substance while on duty, the following will occur:

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 all the requirements regarding follow-up drug and alcohol testing.

B. If the employee tests positive for a second time, the employee shall be suspended for five (5) days, and be reevaluated 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. The employee shall not be eligible for any promotion or assignment that would require the employee to drive.

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

6. If an employee voluntarily admits he/she has a problem, and such admission is not the result of an impending test, the employee will be referred to EAP with no disciplinary action.

7. 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.

8. Any employee who seeks treatment for any drug or alcohol problem shall be required to use all accrued sick leave. In the event they exhaust sick leave, they can use any other accrued leave time, while seeking treatment for such condition. Upon successful completion of treatment and a written statement to that effect to the Department, the employee shall be returned to active status without reduction in pay or seniority.

ARTICLE XXIV FAMILY AND MEDICAL LEAVE

Family and medical leave requests shall be governed in accordance with the federal Family and Medical Leave Act. The City is not responsible for providing health insurance benefits beyond that required by law. Employees requesting leave, under the FMLA, for medical purposes (their own or a family member designated under the FMLA), or for the birth/adoption of a child, or the placement of a foster child, must use all accrued paid leave time (vacation, sick and personal) prior to receiving leave without pay. Except that, an employee can preserve two (2) weeks of vacation leave, provided that said vacation cannot be used within one (1) month of the end of a family medical leave. Such paid leave time shall be counted towards the twelve (12) weeks allowed under the FMLA. Seniority continues to accrue during FMLA leave, except for the purpose of calculating pension credit. Married couples, who are eligible for FMLA leave, will be allowed to have such leave run separately. Employees may use sick time for caregiver or newborn/adoption leaves under the FMLA. Such use does not count against the non-FMLA eligible family sick time maximum in Article VII.

ARTICLE XXV E-911 COMBINED DISPATCH CENTER

The following provisions shall apply only to employees of E-911 Combined Dispatch Center shall be in addition to those provisions hereof applying to all employees covered by this Agreement.

A. (1) The parties agree that employees scheduled to work five (5) days during a pay period (which is currently –Monday - Sunday) will receive one and one-half (1½) times their regular hourly rate for the (6th consecutive day worked)/1st R/O day worked in the pay period. Furthermore, an employee will receive double (2) times their regular hourly rate for the (7th consecutive day worked)/2nd R/O day worked in the pay period.

(2) The parties further agree that employees scheduled to work four (4) days during a pay period will receive one and one-half (1½) times their regular hourly rate for the (5th and 6th consecutive day worked)/1st and 2nd R/O day worked in the pay period. Furthermore, an employee will receive double

(2) time their regular hourly rate for the (7th consecutive day worked)/last R/O day worked in the pay period.

(3) The parties agree that payment for time and one-half (1½) and double (2) time shall not occur for regularly scheduled workdays, holidays excluded.

(4) The parties agree that any day in which an employee is regularly scheduled to work and uses accrued paid leave time for that day, will have such day charged as though they worked for the purposes of overtime pay under this agreement.

B. If a vacancy is created other than for overtime purposes on the 11:00 p.m. to 7:00 a.m. shift, the City will first seek volunteers to fill the vacancy. If there are not enough volunteers, then the City will fill the vacancy with the least senior Public Safety Dispatcher who has not been involuntarily transferred within the last twelve (12) months to the 11:00 p.m. to 7:00 a.m. shift.

C. The City will post the Public Safety Dispatchers work schedule one (1) year in advance every January 1. An employee who is not scheduled to work on a holiday as defined in this Agreement shall receive a holiday slip. The holiday slip must be used by the employee within one year of the holiday worked.

D. An employee who works a holiday will receive one and one-half (1-1/2) times his/her regular straight time pay and, at the employee's option, shall also receive his/her regular straight time pay or shall retain the holiday slip to be used within one year from the holiday worked.

E. In the event of a confirmed life-threatening situation at the Government Center, the Public Safety Dispatchers will be allowed to leave the building.

F. The parties agree to the following with regard to filling overtime vacancies:

a. Immediately upon knowledge of a shift vacancy, the Supervisor will begin soliciting volunteers for the overtime by going in order of seniority from the regular off list. Employees will be notified that the shift is for eight (8) hours. Failing to fill the vacancy, using the off list, the Supervisor will solicit a volunteer by seniority from the on-duty PSDs. The shift will be offered to all, by seniority, for eight (8) hours. Failing to find an employee to work the full eight (8) hours, the shift will be offered to employees on the in-coming shift for the full eight (8) hours. If the supervisor is still unable to fill the shift, he/she shall ask all on-duty PSDs, by seniority, to fill the shift for four (4) hours. Should the shift be filled for the beginning four (4) hours, the Supervisor will begin calling employees scheduled to come in for the next shift, offering the remaining four (4) hours to those employees in order of seniority.

b. In the event no employee is found to fill the vacancy, an employee on duty will be held over to cover the shift, on a rotational basis beginning with the least senior employee. During the time of the holdover, the Supervisor will continue to seek an employee to cover the remainder of the shift.

c. It shall be the discretion of the Supervisor to fill or not fill the shift, in whole or part, at any time during the shift. Provided an employee volunteering to work the shift shall not receive less than four (4) hours pay.

G. Employees hired for the classification of Public Safety Dispatcher will be required to complete a twelve (12) month probationary period. During the second six (6) months of the probationary period, the employee

can be terminated for job performance related problems only. Pursuant to Article XIII(A), the City shall have the right in its sole discretion to discharge any employee during such employee's probationary period and it shall not be subject to the arbitration step of the grievance procedure. Probationary employees may use accrued leave after the first six (6) months.

Employees involuntarily and voluntarily placed on the 11:00 p.m. to 7:00 a.m. shift shall not be required to remain on that shift more than three (3) months in any twelve (12) month period. At the end of the three (3) months the involuntarily or voluntarily transferred employee shall revert to rotating shifts of 7:00 a.m. to 3:00 p.m. and 3:00 p.m. to 11:00 p.m. and follow the provisions for these shifts as provided in this Article. An individual may volunteer to remain on the 11:00 p.m. to 7:00 a.m. shift for an additional three (3) months.

H. Until such time as the newly created classification of the Public Safety Dispatcher II is filled, a Public Safety Dispatcher I, may volunteer to perform the additional duties of a Public Safety Dispatcher II listed below:

- Utilize programs for emergency verification including but not limited to Blue Light Cameras, Traffic Cameras; etc.; and
- Monitor Automated License Plate Reader (ALPR) and Zella for request for information or request for assistance.

The Director of the Emergency Communication Center will create a rotating list of on-duty Public Safety Dispatchers who volunteer on a temporary basis to perform the above-referenced duties on their regular shift. The Dispatcher assigned and performing such duties shall receive one (1) hour of regular pay at the Public Safety Dispatcher II rate for that shift. This paragraph H shall expire upon the filling of the classification of Public Safety Dispatcher II.

ARTICLE XXVI

PART-TIME PARK POLICE

A. Each Parks Police Officer shall be eligible for the same benefits as any permanent part-time employee except as follows:

1. Compensation for holidays, vacations, sick leave and bereavement leave shall be a pro rata portion of that provided for herein for full time employees. Parks Police Officers will receive personal leave days in the same manner as Permanent Part time Employees pursuant to the grievance settlement dated 9/20/1999, and attached hereto in Appendix E. (see below).
2. Each officer shall receive a uniform allowance of one hundred dollars (\$100) per fiscal year, provided they work on average at least two (2) shifts per week in the prior fiscal year. Such allowance will be payable in December of each fiscal year.
3. Overtime after forty (40) hours, every attempt will be made to distribute overtime as equitably as practicable among the part-timers.
4. Employees shall receive shift differential as outlined in Article IV of the Collective Bargaining Agreement.
5. Part-time Park Police wage rates will be adjusted in accordance with Article IV of this Agreement.

- B. Notwithstanding the above, the City retains the right to utilize law enforcement personnel from other bargaining units to perform law enforcement duties, provided that it does not impact the incumbent park police employees' current work schedule or their ability to perform their duties or their eligibility for overtime assignments.

ARTICLE XXVII
HEALTH AND SAFETY COMMITTEE

The City recognizes its obligation to provide a safe and healthy workplace. The City and the Union agree that cooperation and mutual understanding between the parties is essential to promoting the health, safety and welfare of the Employees and maintaining high standards of public service. Accordingly, the parties agree to set up a Joint Committee, consisting of three (3) Union Employee representatives and three (3) management representatives. The Joint Committee shall meet quarterly, or at a frequency it determines, to discuss problems and exchange views and suggest solutions related to health and safety. Such meetings shall not constitute negotiations. Where practicable, grievances concerning health and safety will be presented to the Joint Committee for suggested solutions prior to arbitration, such suggested solutions will not be offered during arbitration. Unless mutually agreed, arbitrations concerning health and safety will be submitted to the American Arbitration Association (AAA).

ARTICLE XXVIII
TUITION AND TRAINING

- A. The City agrees to create a tuition and training fund for employees covered by this agreement. The fund will be administered by two (2) representatives from the Union and two (2) representatives from the City. Requests for tuition or training must be pre-approved by a majority vote of the committee. Tuition or training requests shall be approved on the basis that the tuition or training will allow the employee to enhance his/her current skills or proficiency and enable them to enhance their job performance or provide skills enhancement that will directly assist their ability for promotional opportunities. Requests for tuition may include reimbursement for books. Tuition reimbursement will be paid within sixty (60) days upon receipt of evidence of completion of the course(s) with a grade of C or better. Probationary and seasonal employees are not eligible for the tuition or training fund.
- B. The tuition and training fund will be One Hundred Fifteen Thousand Dollars (\$115,00) per fiscal year. Any funds remaining in the tuition and training fund at the end of the fiscal year will not carry-over.
- C. The City shall not spend more than 25% of the Tuition and Training fund on training required for a single classification, absent the agreement of the Union.
- D. The City will explore the possibility of providing staff development and training on line for employees.

ARTICLE XXIX
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 XXX
TERMS AND SCOPE OF AGREEMENT

- A. This Agreement shall go into effect upon ratification and approval of the City Boards. The provisions hereof shall be retroactive to July 1, 2022, including wages, overtime, differentials and holiday pay, clothing and tool allowances and longevity bonuses, unless otherwise specifically provided for herein.
- B. The length of the agreement will be from July 1, 2022, through June 30, 2025. As a clarification in light of the predecessor agreement, the pension and retiree health care provisions of this agreement shall continue in effect unchanged absent mutual agreement subject to the usual rules of negotiation for a successor agreement so that either side may make proposals prior to 6/30/2025 so long as they are effective 7/1/25 or later.
- C. The City agrees that during the term of this agreement it shall not lay off any full-time or permanent part-time bargaining unit employee except as specifically provided below. This clause shall terminate June 30, 2021, and shall not remain in force or effect during negotiations for a successor agreement. This provision shall not prevent the reassignment of an employee to a substantially similar position with a similar salary range for the following reasons:
- The implementation of a reorganization of a department or division
 - The elimination or reduction in a City program or service

In the event that an employee cannot be reassigned to a substantially similar position with a similar salary range for the above reasons, the employee shall be offered on a temporary basis an alternative job that is as close as possible to the job from which the employee is reassigned, and if that job has a lower salary shall be red circled in the employee's original salary grade until a substantially similar job becomes available.

For the purposes of this provision, the term layoff shall be defined as the elimination of a position, reduction in force, or involuntary separation of service any other reason not independently grounds for separation under the collective bargaining agreement.

In the event that revenues in the adopted FY 2021 budget are projected to be less than budgeted as of January 1, 2021, in an aggregate amount of more than 10% of total budgeted revenue, the City may choose to furlough employees for one or more days during the remainder of the fiscal year up to and including June 30, 2021. The City further agrees to apply for the Shared Work Program through the State of Connecticut, if applicable, for any furloughed employees. The total number of furlough days for employees shall not exceed one day for each percentage (rounded up) greater than 10% by which the projected revenue differential is greater than 10%, and shall in no event exceed 5 days. Provided, however, that any difference in projected revenue that is the result of an action taken by the City to alter the rules, procedures, or requirements with respect to a source or revenue that occurs after the adopted budget shall be disregarded for purposes of the calculation, and provided further that the differential in projections shall be subject to challenge if they are inaccurate, unreasonable, or in bad faith.

In consideration for the limitations on layoff outlined above, the Union agrees that the City shall have the ability to reassign employees to positions and/or duties that the employee is qualified to perform where such work is not available in their usual assignment. Such reassignments shall not be

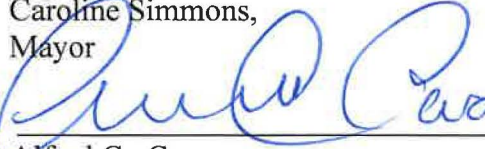
significantly different than the duties performed by the employee in his/her regular position and shall not result in any diminution in pay or other perquisite of employment.

SIGNED THIS THE 25th DAY OF OCTOBER, 2023.

FOR THE CITY OF STAMFORD

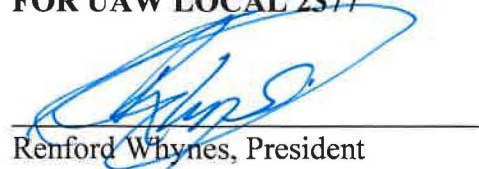


Caroline Simmons,
Mayor



Alfred C. Cava
Director of Human Resources

FOR UAW LOCAL 2377



Renford Whynes, President



Mike Lockwood, 1st Vice President

**FOR THE INTERNATIONAL
UNION-UAW**



Brandon Mancilla, Regional Director



Mike Holmes, International Representative

APPENDIX A-1
WAGE SCHEDULE

Pay Grade	Pay Step	7/1/2022	7/1/2023	7/1/2024
		Hourly Rate (2.5%)	Hourly Rate (3.0%)	Hourly Rate (3.0%)
UA01	UAS0101	\$19.5110	\$20.0963	\$20.6992
UA01	UAS0102	\$20.3404	\$20.9506	\$21.5791
UA01	UAS0103	\$21.2063	\$21.8425	\$22.4978
UA01	UAS0104	\$22.1050	\$22.7682	\$23.4512
UA01	UAS0105	\$23.0462	\$23.7376	\$24.4497
UA01	UAV0101	\$19.5110	\$20.0963	\$20.6992
UA01	UAV0102	\$20.0600	\$20.6618	\$21.2817
UA01	UAV0103	\$20.6244	\$21.2431	\$21.8804
UA01	UAV0104	\$21.2049	\$21.8410	\$22.4962
UA01	UAV0105	\$21.8011	\$22.4551	\$23.1288
UA01	UAV0106	\$22.4147	\$23.0871	\$23.7797
UA01	UAV0107	\$23.0462	\$23.7376	\$24.4497
UA02	UAS0201	\$20.5848	\$21.2023	\$21.8384
UA02	UAS0202	\$21.4605	\$22.1043	\$22.7674
UA02	UAS0203	\$22.3708	\$23.0419	\$23.7332
UA02	UAS0204	\$23.3231	\$24.0228	\$24.7435
UA02	UAS0205	\$24.3145	\$25.0439	\$25.7952
UA02	UAV0201	\$20.5848	\$21.2023	\$21.8384
UA02	UAV0202	\$21.1639	\$21.7988	\$22.4528
UA02	UAV0203	\$21.7594	\$22.4122	\$23.0846
UA02	UAV0204	\$22.3714	\$23.0425	\$23.7338
UA02	UAV0205	\$23.0008	\$23.6908	\$24.4015
UA02	UAV0206	\$23.6479	\$24.3573	\$25.0880
UA02	UAV0207	\$24.3145	\$25.0439	\$25.7952
UA03	UAS0301	\$21.7445	\$22.3968	\$23.0687
UA03	UAS0302	\$22.6674	\$23.3474	\$24.0478
UA03	UAS0303	\$23.6313	\$24.3402	\$25.0704
UA03	UAS0304	\$24.6350	\$25.3741	\$26.1353
UA03	UAS0305	\$25.6832	\$26.4537	\$27.2473
UA03	UAV0301	\$21.7445	\$22.3968	\$23.0687
UA03	UAV0302	\$22.3562	\$23.0269	\$23.7177

UA03	UAV0303	\$22.9852	\$23.6748	\$24.3850
UA03	UAV0304	\$23.6319	\$24.3409	\$25.0711
UA03	UAV0305	\$24.2968	\$25.0257	\$25.7765
UA03	UAV0306	\$24.9806	\$25.7300	\$26.5019
UA03	UAV0307	\$25.6832	\$26.4537	\$27.2473
UA04	UAS0401	\$22.9972	\$23.6871	\$24.3977
UA04	UAS0402	\$23.9737	\$24.6929	\$25.4337
UA04	UAS0403	\$24.9921	\$25.7419	\$26.5142
UA04	UAS0404	\$26.0551	\$26.8368	\$27.6419
UA04	UAS0405	\$27.1628	\$27.9777	\$28.8170
UA04	UAV0401	\$22.9972	\$23.6871	\$24.3977
UA04	UAV0402	\$23.6441	\$24.3534	\$25.0840
UA04	UAV0403	\$24.3094	\$25.0387	\$25.7899
UA04	UAV0404	\$24.9933	\$25.7431	\$26.5154
UA04	UAV0405	\$25.6965	\$26.4674	\$27.2614
UA04	UAV0406	\$26.4195	\$27.2121	\$28.0285
UA04	UAV0407	\$27.1628	\$27.9777	\$28.8170
UA05	UAS0501	\$24.3510	\$25.0815	\$25.8339
UA05	UAS0502	\$25.3858	\$26.1474	\$26.9318
UA05	UAS0503	\$26.4648	\$27.2587	\$28.0765
UA05	UAS0504	\$27.5904	\$28.4181	\$29.2706
UA05	UAS0505	\$28.7619	\$29.6248	\$30.5135
UA05	UAV0501	\$24.3510	\$25.0815	\$25.8339
UA05	UAV0502	\$25.0358	\$25.7869	\$26.5605
UA05	UAV0503	\$25.7404	\$26.5126	\$27.3080
UA05	UAV0504	\$26.4647	\$27.2586	\$28.0764
UA05	UAV0505	\$27.2091	\$28.0254	\$28.8662
UA05	UAV0506	\$27.9748	\$28.8140	\$29.6784
UA05	UAV0507	\$28.7619	\$29.6248	\$30.5135
UA06	UAS0601	\$25.8167	\$26.5912	\$27.3889
UA06	UAS0602	\$26.9145	\$27.7219	\$28.5536
UA06	UAS0603	\$28.0570	\$28.8987	\$29.7657
UA06	UAS0604	\$29.2504	\$30.1279	\$31.0317
UA06	UAS0605	\$30.4936	\$31.4084	\$32.3507
UA06	UAV0601	\$25.8167	\$26.5912	\$27.3889
UA06	UAV0602	\$26.5432	\$27.3395	\$28.1597
UA06	UAV0603	\$27.2898	\$28.1085	\$28.9518

UA06	UAV0604	\$28.0577	\$28.8994	\$29.7664
UA06	UAV0605	\$28.8469	\$29.7123	\$30.6037
UA06	UAV0606	\$29.6587	\$30.5485	\$31.4650
UA06	UAV0607	\$30.4936	\$31.4084	\$32.3507
UA07	UAS0701	\$27.4047	\$28.2268	\$29.0736
UA07	UAS0702	\$28.5694	\$29.4265	\$30.3093
UA07	UAS0703	\$29.7829	\$30.6764	\$31.5967
UA07	UAS0704	\$31.0491	\$31.9806	\$32.9400
UA07	UAS0705	\$32.3690	\$33.3401	\$34.3403
UA07	UAV0701	\$27.4047	\$28.2268	\$29.0736
UA07	UAV0702	\$28.1759	\$29.0212	\$29.8918
UA07	UAV0703	\$28.9682	\$29.8372	\$30.7323
UA07	UAV0704	\$29.7834	\$30.6769	\$31.5972
UA07	UAV0705	\$30.6215	\$31.5401	\$32.4863
UA07	UAV0706	\$31.4830	\$32.4275	\$33.4003
UA07	UAV0707	\$32.3690	\$33.3401	\$34.3403
UA08	UAS0801	\$29.1249	\$29.9986	\$30.8986
UA08	UAS0802	\$30.3634	\$31.2743	\$32.2125
UA08	UAS0803	\$31.6535	\$32.6031	\$33.5812
UA08	UAS0804	\$32.9981	\$33.9880	\$35.0076
UA08	UAS0805	\$34.4029	\$35.4350	\$36.4981
UA08	UAV0801	\$29.1249	\$29.9986	\$30.8986
UA08	UAV0802	\$29.9442	\$30.8425	\$31.7678
UA08	UAV0803	\$30.7866	\$31.7102	\$32.6615
UA08	UAV0804	\$31.6528	\$32.6024	\$33.5805
UA08	UAV0805	\$32.5433	\$33.5196	\$34.5252
UA08	UAV0806	\$33.4591	\$34.4629	\$35.4968
UA08	UAV0807	\$34.4029	\$35.4350	\$36.4981
UA09	UAS0901	\$30.9912	\$31.9209	\$32.8785
UA09	UAS0902	\$32.3096	\$33.2789	\$34.2773
UA09	UAS0903	\$33.6829	\$34.6934	\$35.7342
UA09	UAS0904	\$35.1143	\$36.1677	\$37.2527
UA09	UAS0905	\$36.6053	\$37.7035	\$38.8346
UA09	UAV0901	\$30.9912	\$31.9209	\$32.8785
UA09	UAV0902	\$31.8629	\$32.8188	\$33.8034
UA09	UAV0903	\$32.7595	\$33.7423	\$34.7546
UA09	UAV0904	\$33.6812	\$34.6916	\$35.7323

UA09	UAV0905	\$34.6288	\$35.6677	\$36.7377
UA09	UAV0906	\$35.6030	\$36.6711	\$37.7712
UA09	UAV0907	\$36.6053	\$37.7035	\$38.8346
UA10	UAS1001	\$33.0190	\$34.0096	\$35.0299
UA10	UAS1002	\$34.4221	\$35.4548	\$36.5184
UA10	UAS1003	\$35.8856	\$36.9622	\$38.0711
UA10	UAS1004	\$37.4117	\$38.5341	\$39.6901
UA10	UAS1005	\$39.0005	\$40.1705	\$41.3756
UA10	UAV1001	\$33.0190	\$34.0096	\$35.0299
UA10	UAV1002	\$33.9480	\$34.9664	\$36.0154
UA10	UAV1003	\$34.9032	\$35.9503	\$37.0288
UA10	UAV1004	\$35.8851	\$36.9617	\$38.0706
UA10	UAV1005	\$36.8948	\$38.0016	\$39.1416
UA10	UAV1006	\$37.9329	\$39.0709	\$40.2430
UA10	UAV1007	\$39.0005	\$40.1705	\$41.3756
UA11	UAS1101	\$35.2217	\$36.2784	\$37.3668
UA11	UAS1102	\$36.7194	\$37.8210	\$38.9556
UA11	UAS1103	\$38.2784	\$39.4268	\$40.6096
UA11	UAS1104	\$39.9065	\$41.1037	\$42.3368
UA11	UAS1105	\$41.6028	\$42.8509	\$44.1364
UA11	UAV1101	\$35.2217	\$36.2784	\$37.3668
UA11	UAV1102	\$36.2127	\$37.2991	\$38.4181
UA11	UAV1103	\$37.2313	\$38.3482	\$39.4986
UA11	UAV1104	\$38.2790	\$39.4274	\$40.6102
UA11	UAV1105	\$39.3560	\$40.5367	\$41.7528
UA11	UAV1106	\$40.4631	\$41.6770	\$42.9273
UA11	UAV1107	\$41.6028	\$42.8509	\$44.1364
UA12	UAS1201	\$37.6161	\$38.7446	\$39.9069
UA12	UAS1202	\$39.2163	\$40.3928	\$41.6046
UA12	UAS1203	\$40.8828	\$42.1093	\$43.3726
UA12	UAS1204	\$42.6201	\$43.8987	\$45.2157
UA12	UAS1205	\$44.4313	\$45.7642	\$47.1371
UA12	UAV1201	\$37.6161	\$38.7446	\$39.9069
UA12	UAV1202	\$38.6744	\$39.8346	\$41.0296
UA12	UAV1203	\$39.7624	\$40.9553	\$42.1840
UA12	UAV1204	\$40.8811	\$42.1075	\$43.3707
UA12	UAV1205	\$42.0312	\$43.2921	\$44.5909

UA12	UAV1206	\$43.2140	\$44.5104	\$45.8457
UA12	UAV1207	\$44.4313	\$45.7642	\$47.1371
UA13	UAS1301	\$40.2246	\$41.4313	\$42.6742
UA13	UAS1302	\$41.9335	\$43.1915	\$44.4872
UA13	UAS1303	\$43.7141	\$45.0255	\$46.3763
UA13	UAS1304	\$45.5730	\$46.9402	\$48.3484
UA13	UAS1305	\$47.5108	\$48.9361	\$50.4042
UA13	UAV1301	\$40.2246	\$41.4313	\$42.6742
UA13	UAV1302	\$41.3562	\$42.5969	\$43.8748
UA13	UAV1303	\$42.5198	\$43.7954	\$45.1093
UA13	UAV1304	\$43.7160	\$45.0275	\$46.3783
UA13	UAV1305	\$44.9461	\$46.2945	\$47.6833
UA13	UAV1306	\$46.2106	\$47.5969	\$49.0248
UA13	UAV1307	\$47.5108	\$48.9361	\$50.4042
UA14	UAS1401	\$43.0627	\$44.3546	\$45.6852
UA14	UAS1402	\$44.8934	\$46.2402	\$47.6274
UA14	UAS1403	\$46.8017	\$48.2058	\$49.6520
UA14	UAS1404	\$48.7900	\$50.2537	\$51.7613
UA14	UAS1405	\$50.8631	\$52.3890	\$53.9607
UA14	UAV1401	\$43.0627	\$44.3546	\$45.6852
UA14	UAV1402	\$44.2744	\$45.6026	\$46.9707
UA14	UAV1403	\$45.5199	\$46.8855	\$48.2921
UA14	UAV1404	\$46.8007	\$48.2047	\$49.6508
UA14	UAV1405	\$48.1174	\$49.5609	\$51.0477
UA14	UAV1406	\$49.4711	\$50.9552	\$52.4839
UA14	UAV1407	\$50.8631	\$52.3890	\$53.9607
UA15	UAS1501	\$46.1585	\$47.5433	\$48.9696
UA15	UAS1502	\$48.1215	\$49.5651	\$51.0521
UA15	UAS1503	\$50.1666	\$51.6716	\$53.2217
UA15	UAS1504	\$52.2986	\$53.8676	\$55.4836
UA15	UAS1505	\$54.5219	\$56.1576	\$57.8423
UA15	UAV1501	\$46.1585	\$47.5433	\$48.9696
UA15	UAV1502	\$47.4572	\$48.8809	\$50.3473
UA15	UAV1503	\$48.7923	\$50.2561	\$51.7638
UA15	UAV1504	\$50.1651	\$51.6701	\$53.2202
UA15	UAV1505	\$51.5764	\$53.1237	\$54.7174
UA15	UAV1506	\$53.0276	\$54.6184	\$56.2570

UA15	UAV1507	\$54.5219	\$56.1576	\$57.8423
UA16	UAS1601	\$49.5395	\$51.0257	\$52.5565
UA16	UAS1602	\$51.6451	\$53.1945	\$54.7903
UA16	UAS1603	\$53.8400	\$55.4552	\$57.1189
UA16	UAS1604	\$56.1267	\$57.8105	\$59.5448
UA16	UAS1605	\$58.5130	\$60.2684	\$62.0765
UA16	UAV1601	\$49.5395	\$51.0257	\$52.5565
UA16	UAV1602	\$50.9332	\$52.4612	\$54.0350
UA16	UAV1603	\$52.3661	\$53.9371	\$55.5552
UA16	UAV1604	\$53.8398	\$55.4550	\$57.1187
UA16	UAV1605	\$55.3543	\$57.0149	\$58.7253
UA16	UAV1606	\$56.9116	\$58.6189	\$60.3775
UA16	UAV1607	\$58.5130	\$60.2684	\$62.0765
UA17	UAS1701	\$53.2294	\$54.8263	\$56.4711
UA17	UAS1702	\$55.4902	\$57.1549	\$58.8695
UA17	UAS1703	\$57.8505	\$59.5860	\$61.3736
UA17	UAS1704	\$60.3095	\$62.1188	\$63.9824
UA17	UAS1705	\$62.8718	\$64.7580	\$66.7007
UA17	UAV1701	\$53.2294	\$54.8263	\$56.4711
UA17	UAV1702	\$54.7271	\$56.3689	\$58.0600
UA17	UAV1703	\$56.2668	\$57.9548	\$59.6934
UA17	UAV1704	\$57.8498	\$59.5853	\$61.3729
UA17	UAV1705	\$59.4775	\$61.2618	\$63.0997
UA17	UAV1706	\$61.1508	\$62.9853	\$64.8749
UA17	UAV1707	\$62.8718	\$64.7580	\$66.7007
UA18	UAS1801	\$57.2640	\$58.9819	\$60.7514
UA18	UAS1802	\$59.6970	\$61.4879	\$63.3325
UA18	UAS1803	\$62.2363	\$64.1034	\$66.0265
UA18	UAS1804	\$64.8791	\$66.8255	\$68.8303
UA18	UAS1805	\$67.6375	\$69.6666	\$71.7566
UA18	UAV1801	\$57.2640	\$58.9819	\$60.7514
UA18	UAV1802	\$58.8751	\$60.6414	\$62.4606
UA18	UAV1803	\$60.5317	\$62.3477	\$64.2181
UA18	UAV1804	\$62.2347	\$64.1017	\$66.0248
UA18	UAV1805	\$63.9856	\$65.9052	\$67.8824
UA18	UAV1806	\$65.7858	\$67.7594	\$69.7922
UA18	UAV1807	\$67.6375	\$69.6666	\$71.7566

APPENDIX A- 2

CLASSIFICATIONS BY SALARY GRADE

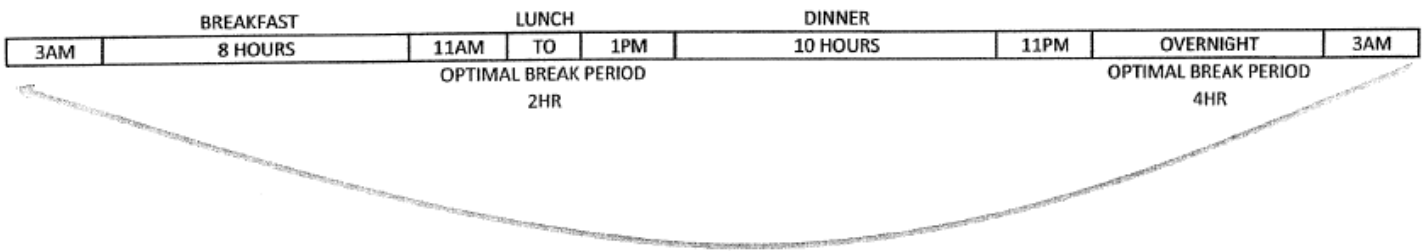
Grade	Classification
UAS/UAV06	C Account Clerk I C006 C Animal Shelter Maintnr C934 C Mailroom Attend/Clerk C500 C Maintenance Worker C507 C Outreach Worker C572A
UAS/UAV07	C Cashier C114 C Custodian (UAW) C179 C HR Associate C1068A C Ice Rink Operator C446 C Office Support Spec C558 C Printing/Mail Tech I C1087 C Vol Coord - Animal Shelt - C1067
UAS/UAV08	C Account Clerk - Tax C1092 C Account Clerk II C009 C Assess-Tax Exempt Coord C967 C Asst Municipal Animal Control Officer C061 C Auto Copy Machine Oper C081 C Casework Assistant C2065 C Crew Chief (Traffic) C174 C Land Use Clerk C1016 C Police Aide C612
UAS/UAV09	C Cust Svcs Rep -TC Rink C1002 C Customer Service Spec C171 C Environmental Tech C1051 C Equip Mechanic/UAW C333 C Head Cashier C407 C Index Clerk C454 C Permit Clerk C594 C Permit Tech-Bldg Dept C1064 C Printing/Mail Tech II C1006 C Prog Coord-YS Bureau C649 C Supp Svcs Acct Spec C968 C Traf Mtce Work-EQ Mech C816
UAS/UAV10	C Accounting Specialist C1058 C Adm Clerk - Bd of Reps C2000 C Admin Account Clerk - Recreation C2066 C Admin Account Clerk - WPCA C2063 C Admin Account Clerk C987 C Constituent Service Representative C2059 C Cust Serv Spec WPCA C936 C Customer Service Spec - Adult Ed C2004 C Desktop Technician C195 C Executive Secretary C350 C Grants Technician C930 C HR Assistant C862 C HRIS Assistant COS C2024

	C Human Resource Assistant BOE C2070 C Outreach Coordinator C574 C Payroll Assistant C957 C Recreation Leader C670 C Senior Parts and Supply Specialist C1079 C Spec Proj Coord Yth Emp C912 C Staff Accountability Spec C1053 C Tree Climber C819A
UAS/UAV11	C Accounting Supervisor C018 C Adm Coord-EMD Qual AssurC1025 C Admin Coord Office of Ops - C1070 C Administrative Assisstant - Fire C2031 C Administrative Coordinator - BOE C1098 C Assess Insp Pers Prop C039 C Code Enforcement Coordinator C2071 C Environmental Enforcement Officer C2002 C Grants Account Analyst C404 C Head Custodian I (UAW) C415 C Inspector I C456 C Marina Supervisor C546 C Paralegal C573 C Public Safety Disp I C663 C Recreation Supervisor C674 C Traffic Signal Tech C818 C Transportation Coord C960
UAS/UAV12	C Data Management Clerk B007 C Human Resources & Benefits Assistant C2042 C Leave Absence Administrator C2079 C Mt II-Plumber/UAW C519A C System Support Analyst C2028
UAS/UAV13	C Associate Engineer C882 C Body Worn Camera Tech C1024 C Business Operations Coordinator C2015 C Commercial Appraiser C163 C Data Coordinator C2032 C Dep Town Clk C1063 C Electrical Inspector C239 C Environmental Analyst C937 C Grants Coordinator C406 C Inspector II C459 C Lab Tech-Health C476 C Lab Tech-WPCA C475 C MT II - Carpenter C504A C MT II - Electrician C509A C MT II - HVAC Tech C889B C MT II-Plumber C519B C OPM Budget Assistant C2067 C Public Safety Disp II C2081 C School Readiness Liason C983 C Senior Paralegal C998 C Zoning Inspector C845
UAS/UAV14	C CDBG Administrator C2068 C Comm/Res Analyst C974

	C Community Dev Prog Sp C1003 C Computer Technician C155A C Construction Building Inspector C985A C GIS Analyst C399 C Income & Expense Anlyst C940 C Land Use Inspector C492A C Plant Chemist-WPCA C1028 C Reg Compl Coord WPCA C1062 C Sch/Family Res Facilit C010 C Software Technician C888
UAS/UAV15	C Asst Super of Rec C075 C HR & Ben Analyst C1061A
UAS/UAV16	C Building Sys Engineer C877 C Staff Engineer C731 C Systems Information Administrator C2075
UAS/UAV17	C Construction Manager C878 C GIS Coordinator C400 C Inspector III C Mgr Student Info Sys C008 C Pos Control Data Coord C965A C Research Analyst C933

APPENDIX B

24 HOUR PERIOD DURING A STORM



During a 24 hour snow event there will be a minimum paid 6 hour rest break as follows: There will be a minimum structured two-hour paid break during a fifteen hour period, typically scheduled between 11:00AM to 1:00PM, and 11:00PM to 3:00AM. The scheduling of breakfast, lunch and dinner breaks will be scheduled with a degree of flexibility within these structured minimum break times depending on the severity of the storm or emergency. For any overnight storm that starts before 6:00 PM a minimum of 4-hour paid rest break shall be scheduled between 11:00 PM to 3:00 AM.

APPENDIX C

SEASONAL EMPLOYEE SUPPLEMENTAL AGREEMENT

The following agreement has been reached between the City of Stamford (hereinafter the "City") and Local #2377 of the International Union, United Automobile, Aerospace and Agricultural Implement Workers Union-UAW (hereinafter "the Union"):

- i. All terms and conditions of the 11/9/93 Supplemental Agreement will remain as stated, except as outlined herein.
- ii. Slotting: Lifeguards recalled by the City, to a position identified in the Supplemental Agreement, who satisfactorily completed their prior years seasonal work assignment and were placed on lay-off per the agreement, will be slotted on the pay grid below. Effective and retroactive to January 1, 1999, employees will be slotted such that employee will receive a minimum fifty cent (\$.50) per hour increase over their wage rate for the previous year. Employees will then advance one step on the pay grid, per season they are recalled until they reach top step.
- iii. Slotting: Seasonal maintenance workers recalled from the last season, who satisfactorily completed their prior years seasonal work assignment and were placed on lay-off per the agreement, will be slotted on the pay grid below. Effective and retroactive to January 1, 1999, employees will be slotted such that employee will receive a minimum fifty cent (\$.50) per hour increase over their wage rate for the previous year. Employees will then advance one step on the pay grid, per season they are recalled until they reach top step.
- iv. Effective April 1, 2023, the wage rates for the covered positions will be as follows:

	<u>Lifeguard</u>	<u>Head Lifeguard</u>	<u>Maintenance Worker</u>	<u>Dockmaster</u>
1 st year	\$ 17.00/hr.	\$21.00	\$16.00/hr.	\$16.00/hr.
2 nd year	\$ 18.00/hr.	\$22.00	\$ 17.00/hr.	\$17.00/hr.
3 rd year	\$19.00/hr.	\$23.00	\$18.00/hr.	\$18.00/hr.

Effective July 1, 2024, the wage rates for the covered positions will be as follows:

	<u>Lifeguard</u>	<u>Head Lifeguard</u>	<u>Maintenance Worker</u>	<u>Dockmaster</u>
1 st year	\$ 17.51/hr.	\$21.63	\$16.48/hr.	\$16.48/hr.
2 nd year	\$ 18.54/hr.	\$22.66	\$17.51/hr.	\$17.51/hr.
3 rd year	\$19.57/hr.	\$23.69	\$18.54/hr.	\$18.54/hr.

No individual covered by this agreement shall receive an hourly rate in excess of the top step listed above.

- v. New seasonal employees will be placed at the "First Year" rate in the respective classification. However, the City may, in its discretion, hire new lifeguards above the starting rate at any level within the range depending on qualifications and experience, with the approval of the Director of Human Resources.

- vi. Each seasonal employee shall be told at the end of each season whether or not he or she is eligible for recall. Eligibility for recall shall be determined based on satisfactory performance and attendance during the season. It is understood that salary increases for all seasonals shall be limited to these step increments.
- vii. The City may assign Seasonal Maintenance Workers to special details based upon their unique qualifications. When assigning overtime department management will make every effort practical, without adversely affecting normal park operations, to assign and distribute overtime equitably (based on hours) among individuals within the job groups. However, overtime specialty assignments will be among those possessing the skills and ability for the assignment.
- viii. The City may, notwithstanding any agreement to the contrary, create flexible work schedules for employees covered by this agreement. The City agrees to inform the union of these changes in work schedules in advance.

APPENDIX D
CERF RETIREMENT FUND ADJUSTMENT

This Agreement, CITY OF STAMFORD CLASSIFIED EMPLOYEES RETIREMENT FUND ADJUSTMENT, dated January 4, 2000, is entered into in accordance with the provisions of Article IX, Section 5(K), of the July 1, 1998 - June 30, 2001 Collective Bargaining Agreement between the CITY OF STAMFORD and LOCAL 2377 OF THE INTERNATIONAL UNION, UNITED AUTOMOBILE, AEROSPACE & AGRICULTURAL IMPLEMENT WORKERS OF AMERICA-UAW.

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

1. An adjustment, based upon the plan's "Average Annual Return" as defined herein, in pension benefits payable to each Member, commencing January 1, 2003, retroactive to July 1, 2002, who has attained age 62 and has received or has been credited with at least twelve monthly pension payments prior to July 1, 2002.

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

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

4. An adjustment account will be established as of July 1, 1999 with a zero balance. Beginning July 1, 2002, and on July 1 of each third year thereafter, the adjustment account balance will be re-determined as follows:

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

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

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

- i. Subtract 10% from the Average Annual Return.
- ii. Multiply the result in item (i) by 50%.
- iii. Multiply the result in item (ii) by the pension benefit obligation for each Member receiving or who is credited with monthly pension payments as of the July 1 six months prior to the Effective Date.

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

- i. Subtract the Average Annual Return from 6%.

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

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

- c. The adjustment account will be credited with the Average Annual return for each of the prior three years.
- d. The adjustment account will be debited for adjusted pension payments (including interest at the Average Annual Return Rate) paid during the prior three years.

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

- a. The adjustment account balance as of the July six months prior to the Effective Date of the adjustment.
- b. The pension benefit obligation as of such July 1 for prior year adjustments of all Eligible Members.

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

- a. If the percentage increase is greater than 4%, the percentage increase will be limited to 4%. Any excess adjustment account credit from Item 4(b)(1)(iii) will remain in the adjustment account.
- b. If the percentage increase is negative, no adjustment will be made. Any excess adjustment account debit from Item 4(b)(1)(iii) will remain in the adjustment account.

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

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

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

D. This agreement, CITY OF STAMFORD CLASSIFIED EMPLOYEES RETIREMENT FUND ADJUSTMENT, dated January 4, 2000, shall be incorporated into the parties' Collective Bargaining Agreement, as amended.

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

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

First Adjustment

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

Second Adjustment

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

Third Adjustment

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

APPENDIX E

SUPPLEMENTAL AGREEMENTS

MEMORANDUM OF UNDERSTANDING

The City of Stamford and the United Auto Workers Local #2377 agree to the following clarification regarding salary adjustments for employees appointed to a position in a higher salary grade:

1. The parties agree that permanent employees, defined as non-probationary employees in a classified position in the bargaining unit, shall be entitled to the contractual salary adjustment (Article XI, Section G) irrespective of the type of certified eligible list involved, upon appointment from a classified position in the bargaining unit to another classified position in the bargaining unit in a higher salary grade.
2. This agreement is only intended to clarify the issue of salary adjustments upon appointment to a classified bargaining unit position in a higher salary grade and is not intended to make any substantive change beyond that issue.
3. This clarification will apply prospectively but will include the recent appointment involving the Grants Coordinator.

(x) W. C. Stover
William C. Stover
City of Stamford

(x) David Exline
David Exline
UAW

Dated: 1-29-99

Dated: 1-29-99

SUPPLEMENTAL AGREEMENT

CITY OF STAMFORD, STAMFORD, CT
AND
MUNICIPAL EMPLOYEES ASSOCIATION OF STAMFORD

This Agreement is a supplement to the existing Collective Bargaining Agreement between the City of Stamford and the United Auto Workers Local 237 and sets forth the terms and conditions of employment for certain positions within the Parks & Recreation Department of the City for "Seasonal" personnel when they are hired. This agreement shall cover the classifications of work referred to in Article I, Recognition of the existing Collective Bargaining Agreement, that have been traditionally designated as "Seasonal." Specifically:

- Lifeguard
- Building Attendant
- Park Maintenance Worker
 - Utility
 - Park Maintenance I & II
 - Laborer I & II

"Seasonal" personnel employed full or part-time (less than 20 hrs./wk.) for a period of less than one hundred twenty (120) calendar days in a calendar year will not be covered by this Supplemental Agreement (Municipal Employee Relations Act Section 7-467 (2) and (3)).

It is recognized and agreed by the parties that it is the nature of work in the Parks and Recreation Department, as well as the desire of individuals to continue to be scheduled for employment on a seasonal basis, consistent with tradition and past practice, for periods in excess of one hundred twenty (120) days in a calendar year, but for less than twelve months in a calendar year (vs. the work schedules for permanent part-time and regular full time personnel); Therefore, the following terms and conditions of employment are established.

Parks & Recreation Department "Seasonal" personnel (Park Seasonal) may be hired for up to the following periods of time within a calendar year:

- Lifeguard - 12 months
- Park Maintenance - April 1st to October 15th
- Building Attendant - March 1st to December 1st

The Union will be promptly notified, in writing by the Personnel Department of the names, classifications of work, and date of hire of such individuals. Similar notice will be provided at the time of such individual's layoff for lack of work; layoff at the end of the seasonal period; termination, discharge or removal from the payroll for other reasons.

Park Seasonal individuals covered by this Supplemental Agreement will also be covered by Article II and Article XIII of the existing Collective Bargaining Agreement between the City of Stamford and the Municipal Employees Association.

Park Seasonal personnel will have a thirty-day probationary period and will accumulate seniority from date of hire. Layoffs will be made in reverse order of seniority within the individual's classification of work.

Park Seasonal personnel will be recalled as needed to work for the following year's seasonal work schedules in order of seniority by classification. Individuals will maintain recall rights as long as their seniority exceeds the time off the payroll due to layoff.

Park Seasonal personnel actively on the payroll on the effective date of this Agreement will have a seniority date commencing on July 1, 1993, unless the individual's initial date of hire as Seasonal employee for the Parks & Recreation Department is after such date; in which case seniority will commence with date of hire. Seniority will only be accrued, credited, by an individual when actively on the payroll.

The City will maintain a single seniority list for all Parks and Recreation Department personnel represented by the union (MEA) by classification: Lifeguard, Building Attendant and Park Maintenance Worker job groups: Utility; Park Maintenance I & II and Laborer I & II. Each seniority list will show the relative seniority ranking of individuals. Copies of the seniority list will be provided to the union and will be posted at the park maintenance offices.

Park Seasonal personnel will be given preference over new hires for placement on regular full time classifications of work for which they are fully qualified, covered by Article I of the existing Collective Bargaining Agreement between the City of Stamford and the Stamford Municipal Employees Association (MEA). Layoffs and recall will be based upon seniority by job classification of work. The rates of pay for the Park Seasonals classifications of work covered by this agreement will remain in effect at the current rates as of the effective date of this Supplemental Agreement. Any adjustment in these rates will be negotiated and agreed to by the parties separate and apart from any negotiated general wage increase granted to regular full time and permanent part time employees.

The regularly scheduled days and hours of work for Park Seasonals will remain as currently in effect on a seasonal basis. The Parks and Recreation Department will post and provide the Union with a copy of current work schedules.

Weekend overtime will be assigned by the department management in order of individual seniority as shown on each seniority list for Lifeguard, Building Attendant and Park Maintenance Worker job groups of Utility; Park Maintenance I & II and Laborer I & II. When assigning overtime department management will make every effort practical, without adversely effecting normal park operations, to assign and distribute overtime equitably (based on hours) among individuals within the various job groups. Within the Park Maintenance group overtime will be distributed within the following four groups:

- Mechanic
- Beach machine/sweeper operations
- Garbage truck/snow mobile operators
- General operations not requiring a specialty qualification

Weekend overtime assignments will be posted on Monday of each week for the following weekend. Individuals will work as assigned unless excused for personal emergencies/needs, i.e., wedding, graduation, medical

emergency or death in the family. Management will not unreasonably withhold an individual's request to be excused from overtime for personal emergencies/needs. Requests to be excused must be submitted by Wednesday, 6:00 p.m.

Individuals who decline assigned overtime (non-excused), prior to 6:00 p.m. on Wednesday, will be counted as working and drop to the bottom of the seniority rotation for the following week. Where there is a verified shortage of personnel within job group on a specific day the department management will assign overtime.

This Agreement Supplement will have a duration concurrent with the current UAW Agreement to be modified for a duration commencing July 1, 1993, unless an interim expiration date for this Supplemental Agreement is mutually agreed upon.

This Supplemental Agreement sets forth in full the terms and conditions of employment for Park Seasonal personnel.

Agreed:

(x) William Krynitzky
William Krynitzky, President
Municipal Employees Assoc.

(x) Frank Baldassare
Frank Baldassare (MEA)

(x) Robert Kryger
Robert Kryger (MEA)

Agreed:

(x) C. R. Grebey
C. R. Grebey
City of Stamford

(x) Steve Elkins
Steve Elkins, Parks Director

Dated: November 9, 1993

Settlement Agreement

The City of Stamford (hereinafter the "City") and Local #2377 of the International Union, United Automobile, Aerospace and Agricultural Workers Union-UAW (hereinafter the "Union"), hereby agree as follows:

1. The City agrees to reinstate personal leave time for permanent part-time employees. As such, those permanent part-time employees, who are currently employed by the City, will receive personal leave for both last fiscal year (1998/99) and the current fiscal year (1999/2000) and continuing each year thereafter. The parties agree that all personal leave time must be used by the end of the fiscal year or it is forfeited.
2. The Union agrees to withdraw Case #980804-1.

Dated: 9/20/99

FOR THE CITY OF STAMFORD

FOR UAW LOCAL 2377

(x) W. C. Stover
William C. Stover
Asst. Director of Human Resources

(x) David Exline
David Exline
President

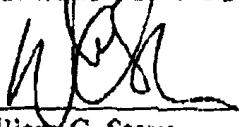
SETTLEMENT AGREEMENT

The parties to this settlement, the City of Stamford (hereinafter the "City"), Local 2377 of the International Union, United Automobile, Aerospace and Agricultural Workers of America – UAW and the Stamford Police Association (hereinafter the "Unions"), all hereby agree as follows in full and final settlement of MPP 17,453 and MPP 17,706:

1. UAW has the right of first refusal for extra duty work at Cove Island and Cummings Park for all picnics, parties and concerts, where the City determines that security is needed.
2. UAW has the right of first refusal for extra duty work at Scalzi and Mill River Parks for all picnics and parties, where the City determines that security is needed.
3. UAW has the right of first refusal for all the extra duty work for the Pink Tent Festival at Mill River Park, if the City determines that security is needed.
4. SPA has all extra duty work for hockey games paid for by F.C.I.A.C. (schools) at Terry Conners Skating Rink. The City may choose, in its sole discretion, to supplement the regular police officers (SPA members) by hiring park police/park security police to work the hockey games at Terry Conners Skating Rink.
5. The SPA has all the extra duty traffic direction functions on city streets, subject to the provisions of the SPA collective bargaining agreement and City ordinance.
6. All other extra duty work involving city parks and Terry Conners Skating Rink will be worked jointly by the UAW (park police/park security police) and the SPA (regular police) in the following manner. Every third (3rd) position hired per event will be offered to a UAW park police officer or park security police officer.
7. Nothing in this agreement shall ~~not~~ be construed as a requirement on the part of the City to hire a minimum number of extra duty personnel, unless otherwise provided for under a collective bargaining agreement, or other city ordinances, rules or regulations. Furthermore, the UAW agrees to waive any and all claims to back-pay on this prohibited practice complaint.

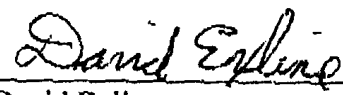
Date: 5/14/01

FOR THE CITY OF STAMFORD



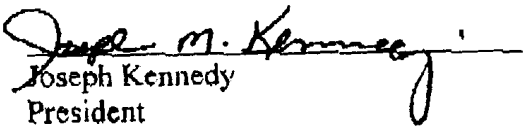
William C. Stover
Director of Human Resources

FOR UAW LOCAL 2377



David Exline
President

**FOR THE STAMFORD
POLICE ASSOCIATION**



Joseph Kennedy
President

APPENDIX F
CLASSIFICATIONS ELIGIBLE FOR CAR ALLOWANCE

Inspector I, II, and III
Sanitarian II, III
Public Health Educator
Recreation Leaders
Recreation Supervisor
Assistant Superintendent of Recreation
Senior Engineer
Supervisor of Sub-Divisions
Street Opening Inspector
Appraiser and Inspectors
Building and Grounds Tradesworker - Electrician
Heating Inspectors
Electrical Inspectors
Plumbing Inspectors
Community Resources Facilitator
Instructional Media Communications Specialist
Audio/Visual Technician
Housing Construction Specialist