

EMPLOYMENT CONTRACT

THIS AGREEMENT, made and entered into on this _____ day of November by and between the **CITY OF STAMFORD** (hereinafter called the "City" or the "Employer"), a municipal corporation organized and existing under the laws of the State of Connecticut, acting herein by Caroline Simmons, its Mayor, and Ana Gonzalez (hereinafter called the "Employee").

WITNESSETH

WHEREAS, the City desires to employ the services of said Employee in the unclassified position of *Labor Relations Specialist* for of the City of Stamford; and

WHEREAS, the Employee desires to accept said employment; and

WHEREAS, it is the mutual desire of the parties to establish the term of office, benefits, and conditions of employment; and

WHEREAS, it is the desire of the City:

(1) To secure and retain the services of Employee and to provide inducement for her to remain in such employment;

(2) To make possible full work productivity by assuring Employee's morale and peace of mind with respect to future security;

(3) To act as a deterrent against malfeasance or dishonesty for personal gain on the part of the Employee; and

(4) To provide a just means for terminating Employee's services at such time as she may be unable fully to discharge the essential functions of her job due to permanent disability, or when the City, or Employee may desire to otherwise terminate employment.

**NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS
HEREIN CONTAINED, THE PARTIES HERETO AGREE AS FOLLOWS:**

SECTION 1. DUTIES

City hereby agrees to employ said Employee, as *Labor Relations Specialist*, for the City, to perform the functions and duties specified, and to perform such other legally permissible and proper duties and functions incidental to employment as the *Labor Relations Specialist*.

Under the general direction of the Director of Human Resources, the Employee will represent the City as *Labor Relations Specialist* and perform such duties as are set forth in the City Charter, Classified Services Rules and/or applicable ordinances, including all supplements and amendments thereto, as well as conduct her responsibilities pursuant to State statutes and the City's job description (*see* Exhibit A attached). She shall be required to perform other related duties as necessary.

SECTION 2. TERMINATION AND RESIGNATION

A. Pursuant to Section C5-20-21 of the Charter and Section 40-81 of the Code of Ordinances of the City, the term of this appointment, which is subject to the approval of the Board of Representatives and Board of Finance, shall be for three (3) years, with (2) two one (1) year extensions, in the sole discretion of the City. The initial term of this contract shall commence effective _____, 2024 and will expire on _____, 2027.

B. The City may terminate this Agreement for good cause shown, upon written notice to the Employee. If so terminated, the City shall have no further obligation to pay salary or benefits except to the extent previously earned. Good cause shall include, but not be limited to, malfeasance or nonfeasance of duties under this agreement, undue absence affecting

performance of duties, conviction of a crime serious enough to affect the performance of job duties, or abusive use of alcohol or drugs which impair the performance of her duties under this agreement.

C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign her position, provided the Employee gives the City sixty (60) days notice of her intent to resign her services for the City. In such event, the City shall have no further obligation under this Agreement after the effective date of the resignation.

D. The Employee agrees to remain exclusively employed by the City and agrees not to become employed by another employer until the above-mentioned termination date or any renewal thereof. The term “exclusively employed” shall not be construed to include occasional teaching, consulting, writing after/before normal City office hours, during weekends, holidays and/or vacation days, or otherwise such that the work does not impair the discharge of her official duties as *Labor Relations Specialist*, as determined by and in the sole discretion of the Director of Legal Affairs/Corporation Counsel. The Employee shall not undertake any teaching, consulting or writing assignment for compensation without the prior written approval of the Director of Legal Affairs/Corporation Counsel.

SECTION 3. WORK WEEK

The Employee understands that the *Labor Relations Specialist* is a full-time exempt position. The normal work week shall include all hours required to perform the tasks assigned, and may require night and weekend hours. It is expressly understood that as an exempt employee, payments for overtime, or other remuneration outside the salary set forth in Section 5, are precluded. The Employee waives any right she has or may have to claim such additional compensation.

SECTION 4. BEST INTERESTS

During the term of this Agreement, the Employee shall devote her best efforts and her full time to advance the interests of the City, shall perform her duties to the best of her ability, shall work at all times for the best interests of the City, shall be a person of good moral character and shall uphold the position of *Labor Relations Specialist* with dignity, integrity, honesty, and dedicated responsibility to the City of Stamford.

SECTION 5. SALARY

The City agrees to pay the Employee for her services an annual salary of one hundred sixty-nine, seven hundred ninety-three dollars (\$169,793.00), payable weekly or bi-weekly, as determined by the Employer. Employee shall also receive an additional stipend in the sum of Seven Thousand (\$7,000.00) Dollars for having a Juris Doctorate.

The Employee's salary and any increases in the Employee's salary shall be in accordance with the *Pay Plan for Non-Union, Appointed and Elected Officials*, as approved by the Personnel Commission, Board of Finance, and Board of Representatives, as such pay plan may be amended from time to time.

SECTION 6. VACATION, SICK, HEALTH INSURANCE & PERSONAL LEAVE BENEFITS

The Employee shall receive leave benefits and health and life benefits consistent with Sections 47-36 through 47-46 of the Stamford Charter and Code of Ordinances regarding the Establishment of Employee Benefits for Salaried, Elected and Appointed Officials, Non-Union Employees and Appointed Employees, as may be amended from time to time.

SECTION 7. RETIREMENT PLAN

Employee acknowledges that as an unclassified employee, she is not entitled to and waives any and all claims or rights to participate in the Classified Employees Retirement Fund

(Pension Plan) as set forth in Section C7-30-1 of the City Charter. The Employee shall be permitted to participate in the City's Retirement Plan for Non-Union and Appointed Employees, as provided for in Section 47-1 of the Stamford Charter and Code of Ordinances, as may be amended from time to time.

SECTION 8. OTHER BENEFITS

A. Subject to budgetary appropriation and the prior written approval of the Mayor, the Employee will be compensated and the City will pay all reasonable costs and expenses associated with work related conferences and training, including lodging and travel expenses. Reimbursements shall be limited to the City's Travel Policy.

B. Subject to budgetary appropriation, the City will budget for membership in appropriate State, regional and national human resources associations, as determined by the Director of Legal Affairs/Corporation Counsel and the Mayor.

SECTION 9. OTHER TERMS AND CONDITIONS OF EMPLOYMENT

A. The City shall fix any other reasonable terms and conditions of employment, as it may determine from time-to-time, relating to the performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City Charter, or any other law. The Employee agrees to comply with and abide by all City rules, regulations and policies in effect, and as amended and created from time to time.

SECTION 10. INDEMNIFICATION

The City shall protect and save harmless the Employee from financial loss and expense including legal fees and costs, if any, arising out of any claim, demand, suit or judgment in accordance with the provisions of Sec. 7-101a of the Connecticut General Statutes as amended from time-to-time.

SECTION 11. GENERAL PROVISIONS

A. The text herein shall constitute the entire Agreement between the parties.

B. The parties acknowledge that this Agreement is a personal service contract between the City of Stamford and the Employee.

C. This Agreement shall commence and become effective upon approval of the Board of Representatives.

D. If any provision, or any portion thereof, contained in this Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or any portion thereof, shall be deemed severable, the remainder of the Agreement shall not be affected and shall remain in full force and effect.

E. If any dispute arises under the terms or conditions of this agreement the parties agree to have said dispute resolved through arbitration, by a mutually selected arbitrator through the American Arbitration Association (AAA).

SECTION 12. DISABILITY

Notwithstanding anything to the contrary contained in this Agreement, if the Employee becomes permanently or partially disabled to the extent that she cannot perform the essential functions of the position *Labor Relations Specialist*, with or without a reasonable accommodation, the City shall have the right to terminate this Agreement.

SECTION 13. GOVERNING LAW

This Agreement shall be governed by the laws of the State of Connecticut.

IN WITNESS WHEREOF, the City of Stamford has caused this Agreement to be signed and executed in its behalf by its Mayor, Caroline Simmons, and the Employee has signed and executed this Agreement, in duplicate, the day and year first above written.

CITY OF STAMFORD

By: _____
Caroline Simmons, Mayor

By: _____
Ana Gonzalez

APPROVED AS TO FORM:

Amy LiVolsi

Amy J. LiVolsi
Deputy Corporation Counsel