

Collective Bargaining Agreement
Between

The City of Stamford
and

International Union of Operating Engineers Local 30, AFL-CIO
(Municipal Services and Operations)

July 1, 2019 - June 30, 2024

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AGREEMENT

This Agreement is made and entered into between **THE CITY OF STAMFORD**, hereinafter referred to as the "Employer" or "City", and International Union of Operating Engineers Local 30, AFL-CIO (Municipal Services and Operations) hereinafter referred to as the "Union."

ARTICLE I RECOGNITION

The City of Stamford recognizes and acknowledges that the Union, its duly authorized agents and representatives is the exclusive bargaining agent with respect to wages, hours, and working conditions of certain employees in the following Divisions of the City in the job classifications set forth in the Appendix hereof (hereinafter referred to as the employees): Collections, E.G. Brennan Golf, Fire, Garage, Parking Enforcement, Police Garage, Recycling, Highways, Storm Water, Sweepers, Signs and Lines, Solid Waste and Vehicle Maintenance.

ARTICLE II UNION SECURITY

(a) All present employees subject to the terms of this Agreement presently employed in the bargaining unit may remain members of the union in good standing by the payment of dues and fees uniformly required for membership in the Union. All employees subject to the terms of this Agreement who hereafter are hired or transfer into the bargaining unit may after the thirtieth (30th) day of employment in the bargaining unit become members of the Union and maintain their good standing membership in the Union by the payment of dues and fees uniformly required for membership in the Union.

ARTICLE III VOLUNTARY CHECKOFF

(a) As a convenience to the employees covered by this Agreement and in order to eliminate the solicitation of dues during working hours, the City will check-off dues and/or fees from each employee's paycheck provided the employee has signed, dated and submitted a voluntary check-off authorization card agreeing to such deduction.

(b) The City will remit to the Union the sums deducted in the previous month along with a report identifying each employee's date of hire, rate of pay, hours worked, the month of the deductions, and the monthly amount of dues/foes deducted from each employee's paycheck and remitted to the Union. This check-off convenience for each employee will continue until the employee revokes the voluntary check-off as provided on the back of the card or until the employee is no longer employed in the bargaining unit.

(c) During the term of this agreement, the employer shall deduct the sum specified from the payroll each member of the Union who voluntarily executes a political action contribution wage assignment authorization. When filed with the employer, the authorization form will be honored in accordance with its terms. The amount deducted and roster of all employees using payroll deduction for voluntary political action contributions will be transmitted monthly to the Union by a check payable to "I.U.O.E. Local 30 PAC

Fund."

(d) Northeastern Operating Engineers Federal Credit Union: The employer agrees to check-off sums of money to the Northeastern Operating Engineers Federal Credit Union as designated by the employee on authorized payroll deduction credit union form, "Direct Deposit Authorization", which will be supplied by the aforementioned Credit Union. This designated amount shall be forwarded to the Northeastern Operating Engineers Federal Credit Union 16-16 Whitestone Expressway, Whitestone, N.Y. 11357 on or before the tenth (10th) day of the following month for which monies are deducted.

(e) The City will notify the Union and the Chief Steward of the bargaining unit, in writing, of all new hires, transfers, suspensions and discharges concerning the employees covered by this Agreement.

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

ARTICLE IV SENIORITY

(a) Seniority, as used in this Article is defined as the total length of continuous service with the City in a classification within a particular department, bureau, or division covered by this Agreement except that anyone transferred from one department or location to another due to bidding on an open job shall retain Citywide seniority as long as the classification is covered under the International Union of Operating Engineers Local 30 Municipal Services and Operation Agreement.

(b) Seniority shall be accrued during periods of layoff.

(c) Upon completion of the probationary period provided for in Article XIX hereof, employee's seniority shall date from the date of employment.

(d) An employee shall lose all accrued seniority status when discharged for just cause, laid off for a period in excess of the employee's recall rights, or quits. An employee who accepts or is promoted to any other job in the City that is not covered by this Agreement shall lose all accrued seniority and may not regain the lost seniority in the event the employee returns to a position covered by this Agreement.

(e) Stewards of the Union shall be placed at the head of the Seniority List in the bureau to which they are assigned by the City. This preferred seniority status shall be effective only in connection with layoffs.

(f) The City will furnish the Union, upon reasonable request, with a Seniority List showing employee's seniority. These lists shall be simultaneously dated and posted on the bulletin boards and any employee who feels there is a seniority date error as shown, will present such facts substantiating such assertion. If no objection is raised, the date on the list will be presumed to be correct.

(g) The Union will notify the City annually in writing of the names and positions of

all Stewards and Committee Members. The City will be promptly notified in writing of any changes.

(h) The term "regular" employee as contained in this agreement shall mean non-probationary full-time employee.

ARTICLE V HOURS OF WORK

(a) To the extent possible, consistent with efficient operations, the regular hours of employment shall be thirty-seven and one half (37-1/2) hours per week, divided equally over five (5) working days of seven and one half (7-1/2) hours each Monday through Friday. The regular hours of employment for Traffic Enforcement Officers shall be forty (40) hours over five consecutive days Monday through Saturday. To the extent possible, consistent with efficient operations, the regular summer hours for the Traffic and Road Maintenance will be from the first Monday in May to the first Monday in October. The City may change the summer hours to meet operational requirements with two weeks' notice.

(i) The basic workday for the Refuse Collectors shall remain on an incentive basis and shall be the time required to complete the route assigned for the day. The City may schedule the work to be performed over any five days out of six (6) between Monday and Saturday. The normal work hours, for the sanitation routes, is 4:00 a.m. to 11:30 a.m. However, if this change creates operational problems or difficulties, then the City reserves its right to adjust the schedule to alleviate these difficulties. For the purposes of overtime, employees will begin to receive overtime (one and one-half [1-1/2] times their regular hourly rate) after working forty (40) hours in any given workweek. The Golf Course employees will continue to work thirty-seven and one half (37-1/2) hours per week, divided equally over five (5) working days of seven and one half (7-1/2) hours each.

(ii) Employees alerted for snowstorms shall continue to stand-by for emergencies as at present.

(b) For purposes of this Agreement, the workweek shall be deemed to start on Monday and end on Sunday. The terms "normally scheduled workday and work week" as used herein, consist of the schedule that an employee has been assigned to work either because such schedule is posted on a bulletin board in advance or because it is the schedule, he/she accepted upon employment or transfer, or because it is the schedule he/she has worked continuously so as to become routine. This includes schedules of irregular daily or weekly duration which are repetitive. New employees may be required to work different hours as a condition of employment.

(c) An assignment of work beyond the employee's regularly scheduled hours of any workday or any work week other than that necessitated by emergencies, shall be made four (4) hours in advance by authorized personnel.

(d) Overtime work shall be divided equally as far as practicable by rotation on a seniority and classification basis, subject to the employee's ability to perform the required work. Shop Stewards shall keep a list of overtime hours worked, provided to them by their Supervisor, and may post the same so that all employees may see who is receiving how much

overtime. Any employee who refuses to perform overtime without just cause shall be dropped to the bottom of the overtime rotation list. If there are no employees accepting the overtime assignment, the least senior employee must perform the work as scheduled. In the event of an emergency requiring callback of crews, a Shop Steward shall be called back one (1) hour in advance of other employees, whenever practical, to assist in telephoning employee to be called in. When drivers are needed for such emergency callback, regular drivers shall be called in before temporary/Seasonal drivers or laborers.

(e) Employees refusing to report for a general emergency without just cause which must be explained in writing within forty eight (48) hours shall be subject to discipline.

(f) Any Refuse Collector desiring to work on his day off shall notify his superior of his availability.

(g) Employees may be required to take their meal period at their job location.

(h) The City shall maintain a minimum crew of at least three (3) sanitation employees of the bargaining unit. This minimum shall not apply to a Collection Driver II, or a Collection Driver I working out-of-class as a Collection Driver II, who is staffing and operating a Front Load Garbage Truck or Fully automated Garbage Truck.

ARTICLE VI WAGES

(a) The annual wages of employees covered by this Agreement shall be as set forth in "Appendix A" annexed hereto. Any retroactive payments shall apply to a base salary, overtime, premium time, callback, standby, or any other form of pay including the employee's vacation pay.

- (1) Effective and retroactive to January 1, 2020, the pay rates in effect on December 31, 2019, will be increased by 1.0%.
- (2) Effective and retroactive to July 1, 2020, the pay rates in effect on June 30, 2020, will be increased by 1.25%.
- (3) Effective and retroactive to January 1, 2021, the pay rates in effect on December 31, 2020, will be increased by 1.25%.
- (4) Effective and retroactive to July 1, 2021, the pay rates in effect on June 30, 2021, will be increased by 1.25%.
- (5) Effective and retroactive to January 1, 2022, the pay rates in effect on December 31, 2021, shall be increased by 1.25%.
- (6) Effective July 1, 2022, the pay rates in effect on June 30, 2022, shall be increased by 1.25%.
- (7) Effective January 1, 2023, the pay rates in effect on December 31, 2022, shall be increased by 1.25%

- (8) Effective July 1, 2023, the pay rates in effect on June 30, 2023, shall be increased by 2.25%.
- (9) The City will make a non-pensionable ratification incentive payment equal to \$325 for active full time employees, pro-rated for any part time employees.
- (10) In addition to the increases set forth above, the following base wage adjustments shall be paid:
 - a) Effective September 1, 2022, and the hourly rate for Equipment Operators and Collection Drivers shall be increased by \$1.25 and effective April 1, 2023, by \$1.25.
 - b) Effective September 1, 2022, and the hourly rate for Heavy Equipment Operators shall be increased by \$2.15 and effective April 1, 2023, by \$2.15.
 - c) Effective October 1, 2023, and the hourly rate for Equipment Mechanic (Grade 18) shall be increased by \$1.25.

(retroactive pay to be received by employees within a reasonable time of the signing of the contract)

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

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

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

Longevity payments are non-pensionable and will be made lump sum during the month of December each year. An employee, who will be eligible for longevity during the fiscal year, will receive his/her longevity in December (ex. Employee with ten years as of February 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. Pro rata payments shall be made upon termination, using July 1st as the date which the pro-rating begins (ex. employee who leaves in August will receive two-twelfths [2/12] of their annual longevity).

(c) Any employee required to work temporarily in a higher classification shall receive for such work, the rate in the higher classification for an employee with seniority equal to that of the acting employee.

(d) Employees working a second (2nd) shift (one commencing after 2:00 p.m.) shall receive a shift differential of seven percent (7%) over their regular rates, and employees working on a third (3rd) shift (one commencing after 10:00 p.m.) shall receive a shift differential of twelve percent (12%) over their regular rates. No shift premium shall be payable for emergency callouts, standby time, or overtime, unless specifically provided herein.

(e) Except as otherwise provided, employees working in excess of a normally scheduled seven and one half (7-1/2) hour day or thirty-seven and one half (37-1/2) hour week, shall be compensated for all such excess hours (except time of brief duration to complete tasks in process, e.g. returning to garage) at one and one half (1-1/2) times regular straight time rates.

(f) Each employee shall be given a minimum of four (4) hours work if called back to work for an emergency after completion of a regular day's work and shall be paid for such work at one and one half (1-1/2) times his regular straight time rate. On all such emergency calls, the employee called may be required to remain on duty for the full four (4) hours and thereafter until the emergency is over. If such employee so elects, he/she may, with the consent of his supervisor, remain at work less than the four (4) hours and be paid only for the hours worked. Any employee working on snow or ice (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., employee will be paid time and one-half (1-1/2) and for hours worked on Sunday, employee will be paid double time. Pay for work on a holiday will continue as it now is in Article V, Section (k) of this Agreement.

(g) All employees shall be compensated for hours worked on the sixth (6th) day in any week at one and one half (1-1/2) times the regular straight time rates and for hours worked on the seventh (7th) day in any week at two (2) times the regular straight time rates.

Except where Saturday or Sunday work is part of an employee's regular scheduled workweek, and the work is not performed on a sixth (6th) or seventh (7th) day of work, a weekend differential of ten percent (10%) shall be paid for all hours worked on such days.

(h) Employees who are placed on standby because of an impending snowstorm or hurricane or the like, will be compensated for hours spent on standby duty at the rate of thirty dollars (\$30) per hour for a minimum of four (4) hours, provided that if the employee is called to work, the standby pay ends when the employee reports to work, notwithstanding the four-hour minimum. Employees shall be required to standby only after receiving formal notification of standby status from the Director of Operations, 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 just cause, which must be explained in writing within forty-eight (48) hours of receipt of formal notification of standby status, shall be subject to discipline.

Fire Mechanics required to standby, will receive the same compensation as has been the practice, i.e. an employee who is required to standby for a week will receive, in addition to his regular pay, eleven (11) hours of straight time for that period.

(i) Employees may be scheduled not to work on any of the holidays listed in Article VI (a). If scheduled to work on a holiday, employees shall be compensated at one and one half (1-

1/2) times the regular straight time for all hours worked on any holiday referred to in Article VI (a). Refuse Collectors shall also receive one and one half (1-1/2) days' pay in addition to compensation for the holiday not worked on condition that such Collector is scheduled to work the load day following the holiday day off in such a manner as to make up for the work customarily performed on the day of the week on which the holiday falls.

(j) For tardiness, each employee will be allowed a paid grace period of fifteen (15) minutes for a maximum of three (3) times in any twelve (12) consecutive month period, provided such tardiness does not result in actual additional cost to the City. If an employee is late more than fifteen (15) minutes or is late more frequently than three (3) times in twelve (12) consecutive months, he/she shall not be paid for the total amount of time he/she is late on any occasion.

(l) Nothing in the foregoing paragraph shall limit the authority of a department supervisor to impose disciplinary action on any employee where attendance and/or tardiness record warrants the taking of such action. This action will include written warning to the employee that his record is not satisfactory.

(m) During a twenty-four (24) hour snow event there will be a minimum paid six (6) hour rest break as follows; there will be a minimum structured two (2) hour paid break during a fifteen (15) hour period, typically scheduled between 11:00 am to 1:00 pm and 11:00 pm to 3:00 am. 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 am a minimum of four (4) hours paid rest break shall be scheduled between 11:00 pm and 3:00 am.

(n) COVID Stipend for those employees who were required to report to their work location on a regular basis during the pandemic shall receive a non-pensionable stipend of \$100 from April 2020 to June 2021 for each month or portion thereof worked during that time period, paid in arrears at end of this fiscal year.

(o) Vaccine Stipend: non-pensionable stipend of \$65 will be paid to any employee who is or becomes fully vaccinated.

ARTICLE VII HOLIDAYS AND PERSONAL LEAVE

(a) All employees covered by this Agreement shall receive a full day's pay at their straight time rate of pay for the holidays listed below, or days celebrated as such, regardless of the day of the week upon which such holiday shall fall:

New Year's Day
Martin Luther King Day
President's Day
Good Friday
Memorial Day
Independence Day

Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve after 12:00 noon
Christmas Day

If the City designates Juneteenth as a City holiday, it will be added to this article as paid holiday.

(b) Each employee shall have three (3) days of personal leave in each contract year to be taken at such time as the employee may elect, with the prior consent of his department head, which such consent shall not be unreasonably withheld.

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

If employee is hired:

| | |
|--------------------------|-------------------------|
| July 1 – August 31 | Three (3) personal days |
| September 1 – October 31 | Two (2) personal days |
| November 1 – December 31 | One (1) personal day |

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

(c) Employees shall normally be entitled to at least three (3) days prior notice of any holiday on which they will be required to work.

ARTICLE VIII VACATION

(a) The vacation schedule for all employees is as follows:

| | |
|--|---------|
| -After six months worked: | 6 days |
| -More than 1 year but six or less years worked: | 12 days |
| -More than 6 but 10 or less years: | 15 days |
| -More than 10 years but 20 or less years worked: | 20 days |

For employees on the payroll prior to ratification of this agreement

-More than 20 years worked. 1 additional day for each year worked to a maximum of twenty-five years will continued to be accrued on a monthly basis.

For employees hired after the date of the ratification of this Agreement the maximum vacation accrual shall be 20 days.

Vacation days will continue to be accrued on a monthly basis.

(1) Employees shall be entitled to carry over from year to year, earned vacation-leave, up to a total of fifty (50) days. However, ten (10) days will be paid out at straight time rate if the employee has not dropped to forty (40) days by August 1st of each fiscal year. No employee shall have a vacation, the duration of which is more than thirty (30) days at a given time, except in unusual circumstances, when a vacation of up to forty (40) days may be granted. An employee may take the vacation days in the above schedule which are in excess of full weeks, as personal leave days, provided he/she gives his department head two (2) days prior notice, unless an emergency requires him/her to be absent from his work, in which event he/she shall be paid for the vacation days taken.

(2) The City shall have the right to refuse to grant any request for a one

(1) day vacation immediately following a holiday or holiday weekend.

(3) By April 1st of each year, employees may submit vacation requests to their supervisor for approval for the upcoming year, through March 31st. On May 1st, vacation schedules will be posted. Any conflicts between employees will be resolved by seniority. Vacation requests after May 1st will be on a first-come, first-served basis.

(4) "Emergency" vacation days shall be limited to four (4) per year. "Emergency" is defined as an unforeseen and /or unexpected event requiring the employee to request time off.

ARTICLE IX **WORK ASSIGNMENT**

(a) The right to make work assignments is vested exclusively in the departmental supervisors and/or their designated representatives. However, temporary transfers from one yard to another shall not be made for a period of more than thirty (30) days, and in each instance the employee with the least seniority shall be transferred, subject to the employee's ability to perform the work. There shall be no discrimination or favoritism with respect to any such transfers.

(b) In the event the City cancels Garbage pick-up due to inclement weather, the City reserves the right to re-assign Collections Drivers and Laborers to other duties within their job description, including snow removal, during their normally scheduled hours (4:00 a.m. - 11:30 a.m.), at their regular rate of pay.

(c) Overtime work shall be offered to regular full-time employees before overtime is offered to part-time, temporary, or seasonal employees, but nothing herein shall be construed to limit the City's right to hire such employees.

(d) The parties recognize that the change from a twice a week pick-up to a once-a-week pick-up will require ongoing adjustments to all routes over the next year. The City agrees to meet and confer with the Union over these adjustments. The objectives of these adjustments will be to create greater efficiencies, reduce costs, and distribute the workload as evenly as possible among the crews. The parties agree that the sanitation routes will remain on an incentive basis. However, the City and the Union agree that in order to treat all employees fair and equitable, the term incentive shall be redefined to mean employees workdays will be finished upon the completion of all sanitation routes on a given day.

(e) In the event the City elects to use City employees to provide services currently done by outside contractors or services not currently being provided at all, the City retains its rights to revert back without negotiation to the status quo.

(f) In the event the City elects to pick up condominiums utilizing City employees, the parties agree that if the condos are picked up on a regular sanitation route, then the incentive shall apply.

ARTICLE X **PROMOTIONS**

(a) All promotional vacancies and announcements of examination to fill them

shall be posted on the bulletin boards for employees information provided for herein.

(b) When a vacancy exists in a position for which an examination is not customarily given, the City shall offer such vacancy to one of the three (3) employees in the same classification of the department in which the vacancy exists who have the highest seniority and are qualified to fill the vacancy. If that employee refuses to accept the job, it may be offered to one of the other two or to the employee with the next highest seniority and so on until the position is filled.

(c) When a vacancy exists in a position for which an examination is given, the position shall be filled in accordance with the Civil Service Rules and Regulations in force at the time when said vacancy exists. Provisional appointments shall last no longer than one hundred- eighty (180) calendar days and IUOE Local 30 covered employees will be appointed to do IUOE Local 30 work if there are qualified employees in lower ranks.

(d) When the City shall have declared that a budgeted vacancy exists and the Personnel Commission shall have certified the persons eligible to fill such vacancy pursuant to Section (b) and (c) above, the vacancy shall be filled within thirty (30) days of such certification.

(e) An employee promoted to a higher rated classification shall be paid the rate in the higher classification for an employee with seniority equal to that of the promoted employee.

(f) An employee assigned to a lower classification for any reason other than his own request or a demotion, shall receive no reduction in pay. Any employee assigned to lower classification as a result of lack of work in his own classification or at his own request, shall receive no reduction in pay for the first ten (10) consecutive days of continuous service in the new classification. He/she shall thereafter receive the maximum rate for the new classification or shall retain his old rate, whichever is lower.

(g) The City will make available to employees who wish to take advantage thereof, at no cost to the employees, but on their own time, training to enable such employees to qualify for promotional opportunities.

ARTICLE XI **LAYOFF AND RECALL**

(a) Bargaining unit seniority shall be the determining factor in layoffs. Should there be a lay-off, the least senior employee within the job classification affected will be laid off and they may displace a less senior employee in another job classification. The employee displaced may displace a less senior employee within that job classification or, if there are no less senior employees in the job classification, they may displace a less senior employee in another job classification of an equal or lower labor grade or in a job they had previously performed and are qualified for. Employees bumping into another position shall be capable of performing that work and shall receive adequate training and time to show they are capable of performing that work.

(b) Employees laid off under the provisions of the above paragraph shall have recall rights in the classification from which they were laid off or in any other classification in which

they previously performed the work satisfactorily, in order of seniority. Recall rights shall continue for a period of two (2) years from the date of layoff or for a period equal to an employee's seniority at the time of layoff, whichever is shorter.

(c) Seasonal, part-time, temporary, provisional and clerk-of-the-work employees shall be laid off before any full-time bargaining unit employees who are in the same department or job classification. Laid off full-time employees shall have the option to take any funded, vacant, seasonal, part-time, provisional or clerk-of-the-work position or be laid off when their position is eliminated and there is no full-time employee to displace.

(d) The City agrees that during the term of this Agreement, no employee in the Collection Division will be laid off because of collection work being given to private collectors.

ARTICLE XII **SPECIAL HEALTH BENEFITS.**

The City will pay for two (2) injections: Flu, typhoid, diphtheria, poison ivy or similar injections appropriate to the nature of the work performed, for each employee in each year during the term hereof. Also, the City will provided chest x-rays for those employees who are exposed to excessive air pollutants which could affect the lungs.

The parties agree to meet and discuss the special health benefits section above for the purpose of identifying what annual injections and/or tests need to be added or removed to protect the workforce.

ARTICLE XIII **SICK LEAVE**

(a) Each regular employee shall be entitled to sick leave with full pay computed on the basis of one and one-quarter (1-1/4) days for each completed month of service. Except that the maximum accumulation of sick leave shall be 150 days and the City shall pay an employee at retirement on pension for one half (1/2) 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 30 days and, in addition, one half (1/2) of any accumulated sick leave over 30 days to a total maximum of ninety (90) days at his/her rate of pay immediately prior to death. Notwithstanding the foregoing, employees hired after June 30, 2012, shall not be eligible for any payout or exchange of sick leave as provided in Article 14.4 of the Agreement.

(b) Employees hired after July 1, 1997, during their first year shall receive twelve (12) days sick leave with pay computed on the basis of one (1) day for each completed month of service. Each year thereafter, employees will receive twelve (12) sick leave days per year, three of which shall go into the Sick Leave Bank. Employees may apply for sick leave days beyond their personal bank in accordance with Section F below. There shall be no maximum accumulation for an employee's personal sick leave. Employees will receive no pay-out for unused sick leave.

(c) An employee who has contributed 30 sick days to the Sick Leave Bank will no longer be required to contribute three (3) sick days per year, except in the event that the employee has utilized days from the Sick Leave Bank. An employee who has

utilized sick days from the Sick Leave Bank shall be required to continue, or resume, contributing sick days until the Sick Leave Bank has been reimbursed the same number of days utilized by the employee.

(d) Once an employee has contributed 30 sick days, he/she shall receive twelve (12) sick leave days per year with the start of the fiscal year following the year he/she contributes the 30th sick day, except that an employee who is obligated to reimburse the Sick Leave Bank for days utilized shall receive sick leave in accordance with (a) above.

(e) No employee is eligible to use sick leave benefits until completion of their probationary period.

(f) Employees shall be required to furnish a certificate from an attending physician for all consecutive days of sick leave beyond three (3) days. Sick leave shall not be taken in advance before it is earned. Department heads reserve the right to have an independent physician examine any employee, at City expenses, claiming sick leave who, in his opinion, may not be entitled to same.

(g) The City acknowledges that all employees are subject to the Workers' Compensation law of the State of Connecticut and are entitled to all benefits there under, subject to the provisions of Article XII, Section 2 through 9.

(1) 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.

(2) An employee who has a work-related injury or illness shall file with the City immediately or as soon as is practicable a Workers' Compensation claim pursuant to state law.

(3) 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 Workers' Compensation leave for the period of his/her absence, while the claim is actively processed. By placing a member on Workers' Compensation leave, the City does not waive any rights it may have under the Connecticut Workers' Compensation Act.

(4) In order to receive compensation for a work-related injury or illness, the employee is required to file a Workers' Compensation claim and to submit medical evidence of the injury or illness, inability to work, and a prognosis for return to work. No payment will be made for injured on duty in cases where no Workers' Compensation claim has been properly filed.

(5) An employee who is granted Workers' Compensation benefits shall receive his/her regular pay, including a shift differential, for the period of forty-five (45) days, as supplement of the wage benefits provided by state law. After the forty-five (45) days, the employee will only receive Workers' Compensation benefits.

(6) Any employee who is on extended sick leave or Workers' Compensation injury leave who has reached maximum improvement in the opinion

of the network physician, is unable to perform all the duties of his/her job classification shall be terminated as an employee, but such termination shall not affect whatever rights he/she may have under the Workers' Compensation insurance carrier case evaluation and physician's diagnosis.

(7) The City may assign a member who is on Workers' Compensation leave to light or limited duty consistent with the finding of the Workers' Compensation insurance carrier case evaluation and/or the network doctor. In doing so, the City may temporarily change the employee's schedule and/or shift, for the duration of the light/modified duty.

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

(h) 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 injury and is not intended for casual use. Any employee hired before July 1, 1997, may contribute two (2) days of sick leave per fiscal year to the sick bank. Any day contributed shall be deducted from the contributing individual's accumulation of sick leave. Employees hired after July 1, 1997, after completing their first year of service, will have three (3) of their twelve (12) annually allotted sick leave days assigned to the Sick Leave Bank. Only employees who contribute to the bank are eligible to participate.

(2) A committee shall be established consisting of two (2) persons designated by the Union and two (2) persons designated by the City. The Committee shall develop procedures for applying and granting of sick leave from the bank. The Committee shall (i) require a doctor's certificate regarding the illness, (ii) limit to sixty (60) the number of days granted to any employee in any given fiscal year, (iii) consider the seriousness, nature, and projected duration of the illness or disability involved, and (iv) 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. 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, as determined by medical evaluation.

(i) Employees must call-in and report unscheduled absence to his/her immediate supervisor. Employees must call in prior to the scheduled start of his/her shift on each day that he/she is absent.

(j) All employees are covered by the City of Stamford Sick Leave Policy attached as Appendix B.

ARTICLE XIV INSURANCE AND PENSION

SECTION 14.0 - Health Insurance

A. The City agrees to provide medical benefits to each individual employed under the terms of this collective bargaining agreement, along with their enrolled eligible dependents, in accordance with the City's health and prescription plan as set forth in the Summary of Benefits attached hereto as Exhibit I. An "eligible" employee is defined as an employee who works thirty-two (32) or more hours per week. Seasonal employees are not eligible for any health insurance. For new employees, the health insurance will be effective on the first of the month following the employee's date of hire, if the employee was hired on or before the 15th day of the month, otherwise, health insurance will be effective the first of the following month. Effective as soon as administratively possible, following ratification of this Agreement, the sole option for medical and prescription drug benefits shall be the State Partnership Plan 2.0 (SPP).

The City will offer employees the option of participating in a High Deductible Health Plan Savings Account, with the plan design attached as Exhibit I, with an employee premium cost share percentage of 12%. The City will fund 55% of the deductible. The High Deductible Health Plan and savings account option shall terminate effective with the implementation of the SPP.

B. The City's participation in the SPP is subject to the following conditions:

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:

(1) 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

(2) 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

(3) In any negotiations triggered under the above as well as negotiations for a successor to this collective bargaining agreement, the parties shall consider the current High Deductible Health Plan with Health Savings Account to be the baseline for such negotiations, and 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.

(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.

SECTION 14.1 - Dental and Vision

The City will provide a PPO dental plan as follows:

| Co-insurance | Deductibles |
|---|----------------------------|
| Class A Expense | 100% Class A None |
| Class B Expense | 80% Class B & C \$50/\$100 |
| Class C Expense | 75% |
| Orthodontics | 50% Orthodontics None |
| Maximums | |
| Annual Max \$1,500/per covered dependent | |
| Orthodontics \$2,500 lifetime/per covered dependent | |

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

- \$ 50.00 for eye exams
- \$100.00 for eyeglass frames
- \$ 45.00 for single lenses
- \$ 75.00 for bifocal lenses
- \$110.00 for trifocal lenses
- \$225.00 for contact lenses (when medically prescribed)

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

| | |
|-----------------|----------|
| Eye exams | \$ 62.50 |
| Eyeglass frames | \$125.00 |
| Single lenses | \$ 55.00 |
| Bifocal lenses | \$ 90.00 |
| Trifocal lenses | \$135.00 |
| Contacts | \$225.00 |
| Progressive | \$125.00 |

SECTION 14.2 - Life Insurance

(a) The City will provide each employee with a term life insurance policy in an amount of Fifty thousand dollars (\$50,000) dollars at no cost to the employee.

(b) Each employee will be provided with an opportunity to purchase an additional fifty thousand dollars (\$50,000) worth of life insurance at a cost of .03 cents per week, per each thousand dollars of benefit

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

SECTION 14.3 -

(a) Retiree Benefits

i. Pre Age Sixty-Five (65): The City will make available the City's Health insurance Plan for active employees for medical and prescription drug coverage, but not including dental or optical, to employees who retire, with a pension from the City of Stamford Classified Employee's Retirement Fund.

ii. Post Age Sixty-Five (65): The City will provide supplementary coverage to Medicare, not including dental or optical, for active employees. Notwithstanding the foregoing, Post Age 65 retirees hired after July 1, 2012, shall not be entitled to supplementary Medicare coverage.

(b) Retiree Costs

1. Cost for Pre-65 health care coverage: Employees who are eligible for normal retirement on or before June 30, 2015, shall contribute one-third (33.33%) for the City's pre-65 retiree health plan. Employees not eligible for normal retirement on or before June 30, 2015, shall pay fifty (50%) percent for the City's pre-65 retiree health

plan.

ii. Cost Post 65: The retiree must pay two-thirds (66.66%) of the cost for the supplementary coverage as referenced in Section A(ii) above.

Each employee, who retires and when sixty-five (65) years of age or older, shall receive premium reimbursement for coverage paid for under Medicare Part B. Notwithstanding the foregoing, post 65 retirees hired after July 1, 2012 shall not be entitled to supplementary Medicare coverage.

SECTION 14.4 - Pension Benefits

(a) Each employee shall be, and remain covered, by the City of Stamford Classified Employees Retirement Fund, as described in Section C-7-30-1 through 11 of the Charter of the City of Stamford, as amended and revised, and as modified by the terms of this and previous collective bargaining agreements between the City and the Union, except for any employee who is eligible to be included in the Custodians and Mechanics Pension Funds.

Employees hired into a position covered by the collective bargaining agreement after August 1, 2018, shall not be members of CERF, but shall be eligible to contribute to a deferred compensation plan. The City shall match 50% of all employees' contributions up to a maximum of 3% of an employee's base wages.

(b) The parties agree to consolidate the custodial and asset management of the CERF Plan with any of the following plans: the Police Pension Plan, the Fire Pension Plan and the Custodians and Mechanics Pension Plans (all as outlined in the Charter of the City of Stamford, amended and revised and modified by the terms of their respective collective bargaining agreements). In the event these services are consolidated, the savings generated will be split 50% - 50% between the retirees and the City.

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

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

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

(f) Employee contributions to the CERF shall be as follows:

1. Effective July 1, 2012 there shall be a pension contributions by all CERF members regardless of years of service as follows:

| Years | Percentages |
|----------------------|-------------|
| 7/1/2010 - 6/30/2011 | 3% |
| 7/1/2011 - 6/30/2012 | 3% |

| | |
|----------------------|----|
| 7/1/2012 - 6/30/2013 | 5% |
| 7/1/2013 - 6/30/14 | 6% |
| 7/1/2014 - 6/30/15 | 6% |

2. Employees who select to participate must submit a signed "457 Employee Change Form" to make an initial selection of a city plan.

(g) The Normal Retirement Date for employees covered by this agreement shall be age sixty (60) with at least ten (10) years continuous service to the City or for employees hired prior to July 1, 2012, age 58 with at least fifteen (15) years of continuous service to the City.

(h) The reduction 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 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) Effective January 1, 1998, if not sooner, and provided the requirements under Section 414(h) of the I.R.C. are met, the City will "pick-up" contributions in accordance with a 414(h) I.R.C. plan that will enable employees to have pension contributions deducted on a pre-tax basis.

(j) Effective July 1, 1997, and continuing each year thereafter, the City will contribute to the CERF the amount actuarially necessary to fund the plan.

(k) For an active member who has twenty-five (25) or more years of credited service, and thereafter dies from a non-service related cause, will have his/her spouse (if the spouse is the beneficiary) receive a death benefit calculated as if the member was eligible to retire as specified in Section C7-30-6(d) of the City Charter (which includes any applicable early retirement reductions), and as further amended through subsequent collective bargaining agreements.

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

1. Employees hired prior to July 1, 2012, will be able to exchange up to a total of One Hundred (100) vacation/sick leave days for additional pension credit. The calculation will be based on twenty-five (25) vacation/sick leave days equating to an additional one percent (1%) added to his/her pension, up to a maximum of four percent (4%). No pension will exceed the maximum of seventy percent (70%).

Employees hired after 7/1/12 shall not be eligible for pension exchange for sick leave or vacation time.

2. Employees hired prior to July 1, 2012, will be able to exchange vacation leave days for a one-time, lump-sum pension bonus, equating to the dollar amount calculated by multiplying the number of days' vacation/sick leave times their daily rate at time of retirement.

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

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

(m) a. Employees hired after July 1, 2012, shall not be able to exchange vacation or sick leave for pension credit.

b. The maximum pension for an employees hired after July 1, 2012, shall besixty (60%) percent.

SECTION 14.5 - Military Buy Back

(a) Effective July 1, 2005, employees hired before July 1, 2005, who have served in the United States Military shall be given up to six (6) months to exercise an option to buy back up to a maximum of three (3) years of their service time, credited under the city of Stamford Classified Employees Retirement Fund (CERF) and shall be allowed up to twenty-four (24) months to pay for such credited service. This option shallnot be available to any employee who has previously exercised an option for military buy-back under CERF.

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

SECTION 14.6 - 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 14.7 - Waiver of Medical, Dental and Vision Benefits

An employee who is eligible for health benefits provided by the City and wheresuch benefits are extended to his/her spouse and/or child(ren), the employce 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. 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 equal installments, six months apart (January and July). In order to be eligible for this annual payment, the employee must provide evidence of similar coverage under another group health benefit program which is not obtained through the City of Stamford or Stamford Board of Education group health benefit program(s).

An eligible employee choosing this option shall be able to rescind such option during the annual open enrollment window period, or as a result of a change in "family status". A change in "family status" results from the eligible employee's marriage, divorce, birth or adoption of a child, death of a spouse or child, or the loss of other health benefit coverage. An employee wishing to change this waiver option must give the Benefit Manager's Office at least fifteen (15)

days advance written notice. If such option is rescinded, all prior rescinded coverage will become effective at the beginning of the calendar month following the written notice to reinstate such coverage. An eligible employee, who reinstates health benefits during the medical plan year, must reimburse the City the money received for waiving such insurance coverage. If 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 14.8 - Employee Contributions

Effective upon ratification, Employees shall be required to contribute, pursuant to Internal Revenue Code Sec. 125, on a pre-tax payroll deduction basis fifteen percent (15%) 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 and prescription drug benefits. Deductions shall be made in equal amounts from each payroll check. It is presumed that as a member of the bargaining unit, individual payroll deduction authorizations are not required due to their representation by the union and the mandatory requirement of the employee to be eligible for medical, dental and vision benefits. Effective June 30, 2019, employees shall be required to contribute, pursuant to Internal Revenue Code Sec. 125, on a pre-tax payroll deduction basis seventeen percent (17%) of the premium equivalent rate for single, two-person (two 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, 2022, the employee cost share shall increase to seventeen and one-half percent (17.5%) and, effective July 1, 2023, the employee cost share shall increase to eighteen percent (18%).

Effective January 1, 2019, if an employee chooses the HDHP/HSA plan, the employee will be required to contribute, pursuant to Internal Revenue Code Sec. 125, on a pre-tax payroll deduction basis twelve percent (12%) 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.

SECTION 14.9 - 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 will be less than the benefits and coverages as set forth in Exhibit I. The size and scope of a preferred provider network of physicians, hospitals, dentists, optometrists, etc. shall not be a factor in determining the duplication of benefits by an insurance carrier or managed care vendor. It is agreed that an alternative insurance carrier or managed care vendor can be selected by the City provided that the new insurance carrier or managed care vendor network includes seventy (70%) percent of the hospitals and physicians in Fairfield County of the original preferred provider network of hospitals and physicians. The City retains the sole and exclusive right to select and/or change insurance carriers or managed care vendors. The City shall review any proposed changes with the Union prior to implementation, and if there is a disagreement on the level of benefits, coverages or services provided with the proposed insurance carrier and/or managed care provider, the Union may submit the issue to binding arbitration.

SECTION 14.10- Flexible Spending Accounts

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

ARTICLE XV
BEREAVEMENT LEAVE

Employees shall be entitled to a funeral leave of five (5) working days at the time of the death of a spouse, parent, child, grandparent, or grandchild, brother or sister, and any relative permanently domiciled in the employee's household. An additional day may be granted for the purpose of travel at the discretion of the department head.

Three (3) working days at the time of the death of a mother-in-law, father-in-law, brother-in-law, sister-in-law, niece, or nephew.

One (1) day at the time of the death of any other relative not domiciled in the employee's household.

ARTICLE XVI
LEAVE OF ABSENCE

Regular employees, upon proper application, in writing, to and upon written approval by their respective department heads, may obtain a continuous leave of absence, without pay, for a period not to exceed four (4) months for good cause shown. At the expiration of such leave, the employee shall be reinstated in the service, without loss of any of his/her 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 of dismissal. Leave of absences, without pay, however, will not be granted until after all the employee's accumulated annual leave has been exhausted and, if leave without pay is granted on account of sickness, until all of his accumulated sick leave has been exhausted. No annual leave or sick leave may be accumulated during a leave of absence without pay. Extensions of leave for additional four (4) month periods, may be granted by the Director of Human Resources, on proper application, in writing, and for good cause shown, but in no case shall the total period of time exceed two (2) years.

Family and medical leave requests shall be governed in accordance with the federal Family and Medical Leave Act. The City is not responsible for providing health insurance benefits beyond that required by law. Employees requesting leave, under the FMLA, for medical purposes (their own or a family member designated under the FMLA), or for the birth/adoption of a child, must use all accrued paid leave time (vacation, sick and personal) prior to receiving leave without pay. Such time shall be counted towards the twelve (12) weeks allowed under the FMLA.

ARTICLE XVII
MILITARY LEAVE

A permanent classified employee who is a member of the military or naval forces of the State or the Nation, shall be entitled to all benefits and privileges granted by existing and future laws. No annual leave or sick leave which the employee may have accumulated shall be lost or lapsed because of military leave.

ARTICLE XVIII MISCELLANEOUS

(a) Employees shall be relieved from work fifteen (15) minutes prior to their meal period and fifteen (15) minutes at the end of the shift. All employees shall be entitled to two (2) coffee breaks per day, subject to reasonable rules and regulations to be established by the department.

(b) The City agrees to inspect its motor vehicles once every six (6) months, and no employee shall be required to drive a vehicle which is defective in its operation.

(c) The City shall supply first aid kits for each truck and drawers for heavy rain gear where feasible.

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

(e) Copies of the CDL Regulations will posted at each work site, as well as Division Manager's office.

(f) The Supplemental Agreement between the parties concerning the E. Gaynor Brennan Golf Course "seasonal" personnel is incorporated into this agreement and is attached hereto as Appendix C.

(g) The parties recognize that certain work tasks of a similar nature exist in both the INTERNATIONAL UNION OF OPERATION ENGINEERS LOCAL 30 union and Local 2377 Of the International Union, United Automobile, Aerospace & Agricultural Implement Workers of American (" UAW"). Further, the parties recognize that these tasks or assignments may from time to time be more efficiently completed by an employee of another bargaining unit and vice versa. Therefore, the parties agree that the City shall have the right to assign this work, on a temporary basis, across jurisdictional lines to create a more efficient operation.

ARTICLE XIX
PROBATIONARY PERIOD

(a) No initial appointment or employment in any position shall be deemed final until after the expiration of a period of nine (9) months probationary service. No promotion shall be deemed final until after the expiration of a period of four (4) months probationary service. Each such period referred to above, shall include periods of paid leave or vacation. During the probationary period of any employee, he/she shall be entitled to all benefits of this Agreement not including medical and insurance benefits which require a waiting period, except that the City in its sole discretion may terminate the employment of any new employee or return any

promoted employee to his/her former position, if during the period, upon observation and consideration of his/her performance of his/her work, the City shall deem him/her unfit for such appointment and such action shall not be subject to arbitration hereunder.

(b) Once an employee has passed his/her probationary period, he/she shall not be required to live within the City of Stamford but shall only be required to live within one half (1/2) hours' driving time from the place where he/she customarily reports to work.

ARTICLE XX
CLOTHING AND TOOL ALLOWANCE

(a) The City shall furnish protective clothing to all employees engaged in work in the sewers and rain gear for outside workers who will be responsible for rain gear when issued, and such gear will be replaced when needed.

(b) Each employee who is required by the City to supply his/her own hand tools to perform the work assigned to him/her shall receive as a tool allowance for the purchase of such tools the sum of \$500.00 for the contract year.¹

The employee is responsible for replacing any hand tool that is damaged or lost at their work location. Effective July 1, 2022, the tool allowance shall be increased to one thousand dollars (\$1,000).

(c) The City shall furnish gloves and at least one (1) pair of safety shoes each contract year to employees. The City shall furnish at least one (1) pair of safety shoes each contract year to employees assigned to regular collections and to the operators of the educators and mechanical sweepers. The Union and the City may agree which other employees should be provided safety shoes and/or protective glasses. Effective September 1, 2022, the City shall furnish two (2) pair of safety shoes.

(d) Traffic Violations Officers, when required by the City to wear uniforms, will receive a uniform allowance of \$800.00 per contract year on or before September 1st of each year for the prior year. Traffic Violations Officers, who are sworn police officers and wear a Police uniform, will receive an additional \$1,000.00 (\$1,800.00 total) per contract year on or about December 1 of each contract year for the maintenance of their special police uniforms.

Any new employee shall be paid such allowance on a pro-rata basis for the time from the completion of the probationary period to the following July 1st, payable on the next September 1st.

(e) Traffic and Road Maintenance, Vehicle Maintenance, Collection, Solid Waste, Police and Fire Garage uniforms provided by the City for each man as follows:

Two (2) jackets, seven (7) long sleeve shirts, seven (7) short sleeve shirts,
seven
(7) pairs of trousers, one (1) pair of safety shoes, rain gear, and safety gloves provided

¹ Only bargaining unit employees in Job Code C332 with a title of Equipment Mechanic 37.5 C332; Job Code C891 with a title of Mater Mech/Solid Waste C891; and Job Code C905 with a title of Master Mech/Fire Equip C905 will be eligible for the Tool Allowance.

asneeded each year.

Uniforms will be picked up each week for cleaning and replaced, enabling each employee to have a clean uniform on hand for each day of the week.

(f) The City agrees to pay employees classified as Equipment and Master Mechanic an annual \$300 stipend for each certification achieved and maintained up to four (4) of the certifications listed in Appendix E hereto title Automotive Service Excellence Test Series. The total amount of annual stipends for achieving and maintaining such certifications shall not exceed one thousand two hundred dollars (\$1,200) and shall be included in employees' pension base. Employees can submit their certificates between July 1st and July 15th, and between January 1st and January 15th each fiscal year. Payment(s) for certificates submitted in January shall be made the following February, and payments for certificates submitted July shall be made the following August.

ARTICLE XXI **ACCESS TO JOBS, RECORDS, AND TIME RECORDS**

Authorized representatives of the Union shall have free access to the City's establishments or any job site where employees subject to the terms of this Agreement are employed during working hours for the purpose of adjusting disputes, investigating working conditions and determining whether or not the terms of this Agreement are being adhered to.

ARTICLE XXII **BULLETIN BOARDS**

The City agrees that it will provide suitable bulletin boards in conspicuous places where the employees are employed for the posting of information of interest to employees subject to this Agreement.

ARTICLE XXIII **CITY PREROGATIVES**

Except as herein provided for, the City shall have the sole and exclusive right to determine all matters affecting the operation of the department, including, but not limited to, the right to direct and control the working force, the right to hire and make transfers for any cause which, in the judgment of the Director of Operations may affect the efficient operation of the department and the City's decision in all such matters shall not be subject to contest or review by the Union or any employee.

ARTICLE XXIV **NO STRIKE PROVISION/DISCIPLINARY PROCEDURE**

(a) The City has recognized the Union as the bargaining agent because of the Union's representation and agreement hereby that it does not and will not claim or exercise the right to strike to attain its ends and the Union specifically agrees that it will not cause, engage in, or sanction a strike, slow-down, or boycott or any picketing practices in any matter involving the City or the provisions of this Agreement. The City on its' part, agrees that it will not lockout its' employees, and that in the event of arbitration of any dispute involving an

employee, the arbitrator may award reinstatement and order reimbursement of lost wages or order any other remedy he/she may consider appropriate. The foregoing shall not be deemed in derogation of but in addition to any prohibition against strikes provided for by Public Law 159, Laws of 1965, or by any other statute or provision of law.

(b) The City of Stamford believes in a fair and progressive disciplinary process. All disciplinary actions shall be applied in a fair manner and shall not be inconsistent with the infractions for which the disciplinary action is being applied.

Disciplinary action shall normally include:

- (1) Oral warning
- (2) Written warning
- (3) Suspension without pay
- (4) Demotion
- (5) Discharge

The parties agree that the disciplinary process outlined above supersedes and replaces all disciplinary procedures set forth in the Classified Service Rules.

ARTICLE XXV **GRIEVANCE AND ARBITRATION PROCEDURE**

Any grievance arising between the City and the Union or any employee, shall be settled in the following manner:

(a) Step 1: The aggrieved employee and/or Union Steward shall attempt to adjust the grievance with the employee's immediate supervisor (see Appendix D) within ten (10) working days after the grievance arose, in order to resolve the matter before reducing it to writing. If the matter is not resolved, the grievance will be reduced to writing and filed with the Department Head at Step 2.

(b) Step 2: The Union may refer the grievance to the Department Head within ten (10) working days after meeting with the supervisor. The Union shall submit a statement of the grievance in writing, giving a brief explanation of the facts, specifying the nature of the grievance and the section of the contract claimed to have violated and the remedy required. The Department Head or an appointed representative shall arrange a meeting between him/herself, the grievant and the steward (or designee) within ten (10) working days.

(c) Step 3: If a satisfactory adjustment of the grievance is not affected at Step 2, the employee and/or the Union Steward shall submit a statement of the grievance, in writing giving a brief explanation of the facts giving rise to the grievance, to the Director of Human Resources, or his/her designee and the Director of Operations, or his/her designee jointly, specifying the nature of the grievance and the section of the contract claimed to have been violated, within five (5) working days from receipt of the written answer in Step 2, or ten (10) days without an answer, and request a meeting to include the grievant, a Staff Representative(s) from the Union and local representatives. The Union shall be entitled to have the grievant and two (2) union representatives attend disciplinary grievance hearings with pay for so long as such hearing is during normal working hours. In the event that the

parties are unable to mutually resolve the grievance, the Employer shall give a written answer to the Local 30 Business Officer (or designee) within ten (10) working days after the meeting. Failure to give such notice shall be considered a denial of the grievance.

(d) At the request of the City or the Union, any grievance not settled as the result of the procedure provided for above shall be submitted to the American Arbitration Association (AAA), within twenty (20) working days after meeting with the Director of Human Resources and Director of Operations, or their designees, who shall hear the grievance according to its rules and regulations. The findings, decision, or award of the AAA shall be final and binding upon the City, the Union, and the employee(s) and may be enforced by proper action in any Court of competent jurisdiction.

(e) The procedures set forth herein for settlement of grievances and/or the review of disciplinary action shall be the exclusive method of settlement of grievances and/or reviewing disciplinary action.

(f) Grievances in response to actions by Department Heads may be initially processed at Step 2, while grievances in response to the Director of Operations or Director of Human Resources may be submitted in Step 3.

(g) Upon request by the Union, the City shall provide a list of supervisors and department heads with updates and/or changes as needed as required in Appendix D of the Collective Bargaining Agreement.

(h) The Union's Business Officer shall receive written notice of three (3) days prior to pre-disciplinary (Loudermill) investigatory hearings.

(i) The Chief Steward or the Union Steward in charge of that section of the department in which an employee having an individual grievance is employed, shall have time off, with pay, to discuss and negotiate such grievance with the employee's supervisor, Department Head or with the Director of Operations or his/her designated representative.

(j) Not more than three (3) Stewards shall have time off, with pay, to discuss any grievance of the general application to all employees with the Director Operations or his/her designated representative or to attend any arbitration hearing. The bargaining teams shall not exceed five (5) people for either side.

(k) The Chief Steward or the Union Steward in charge of that section of the department in which an employee having an individual grievance is employed, shall have time off, with pay, to discuss and negotiate such grievance with the employee's supervisor or with the Director of Operations or his/her designated representative. Not more than three (3) Union Stewards shall have time off, with pay, to discuss any grievance of general application to all employees with the Director of Operations or his/her designated representative or to attend any arbitration hearing. The bargaining teams shall not exceed five (5) people for either side.

ARTICLE XXVI **TRAINING FUND**

The City agrees to allocate \$20,000 annually to a training fund. The fund will be administered by two (2) representatives from the Union and two (2) representatives from the

City. Requests for training must be approved by a majority vote of the committee. Training requests shall be approved on the basis that the training will allow the employee to enhance his/her current skills or proficiency and enable them to enhance their job performance or provide skills enhancement that will directly assist their ability for promotional opportunities.

ARTICLE XXVII **DRUG AND ALCOHOL TESTING**

(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.

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/her 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 INTERNATIONAL UNION OF OPERATION ENGINEERS LOCAL 30 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. 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, be demoted to a laborer, 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. The employee shall be covered by the provisions of Section D(6) above.

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 XXVIII NON-DISCRIMINATION

The Union, the Employer, and the Employees covered by this Agreement, agree that there shall be no discrimination in employment because of any protected class, category, or attribute under state, federal, or local law, rule, or regulation.

ARTICLE XXVIX DURATION AND SCOPE

(a) This Agreement shall go into effect on July 1, 2019, or by operation of law.

(b) It is understood and agreed that all matters subject to Collective Bargaining between the parties have been covered herein and that it may not be opened before said date for change in its' terms or additions of new subject matter.

(c) This Agreement shall remain in full force and effect to and including June 30, 2024. Either party wishing to renew, amend, or modify said contract must so notify the other party, in writing, accompanied by proposals for renewal or modification no more than one hundred fifty (150), nor less than one hundred twenty (120) days prior to the expiration date of June 30, 2024.

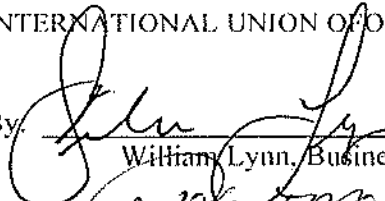
(d) The parties agree that after the receipt of such proposals, they will promptly enter into negotiations with respect to the renewal or modification of this Agreement with the objective of completing the same as soon as possible.

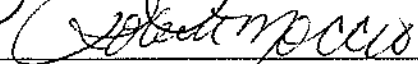
(e) In the event any provision of this Agreement should be rendered inappropriate or unenforceable by Federal or State laws enacted subsequent to the effective date, such provision will be null, and void and the parties will promptly meet to negotiate new language, if appropriate. In such event all other provisions in this Agreement will remain unchanged and in effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the day and year first above written. The undersigned hereby agree that this Contract is the official Agreement between the City of Stamford and INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 30, AFL-CIO.

Signed the _____ day of _____, 2022.

INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 30, AFL-CIO

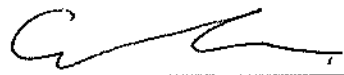
By: 
William Lynn, Business Manager

By: 
Robert Moccio, President

By: 
Kevin Cruse, Treasurer

By: 
Dana Sanders, Business Representative

CITY OF STAMFORD

By: 
Caroline Simmons, Mayor

By: 
Alfred C. Cava, Director of Human Resources

APPENDIX A

| Job Classifications | Pay Grade | Pay Step | 7/1/2019 | 1/1/2020 | 7/1/2020 | 1/1/2021 |
|------------------------------------|-----------|----------|-------------|-------------|-------------|-------------|
| | | | Hourly Rate | Hourly Rate | Hourly Rate | Hourly Rate |
| Equipment Operator | 10 | A | \$25.4520 | \$25.7065 | \$26.0279 | \$26.3532 |
| | | B | \$25.8662 | \$26.1249 | \$26.4514 | \$26.7821 |
| | | C | \$26.4832 | \$26.7480 | \$27.0824 | \$27.4209 |
| | | D | \$27.1008 | \$27.3718 | \$27.7140 | \$28.0604 |
| Laborer | 10L | A | \$25.5474 | \$25.8029 | \$26.1254 | \$26.4520 |
| Eviction Storage Worker | | B | \$25.9617 | \$26.2213 | \$26.5491 | \$26.8809 |
| Light Duty and Power | | C | \$26.5787 | \$26.8445 | \$27.1800 | \$27.5198 |
| Equipment Mechanic Helper | | | D | \$27.1960 | \$27.4680 | \$27.8113 |
| Operator-In Training | 12 | A | \$26.6510 | \$26.9175 | \$27.2540 | \$27.5947 |
| Groomskeeper | | B | \$27.1996 | \$27.4716 | \$27.8150 | \$28.1627 |
| | | C | \$27.8213 | \$28.0995 | \$28.4508 | \$28.8064 |
| | | D | \$28.4395 | \$28.7239 | \$29.0829 | \$29.4465 |
| Collection Driver | 13 | A | \$27.0564 | \$27.3270 | \$27.6686 | \$28.0144 |
| | | B | \$27.6057 | \$27.8818 | \$28.2303 | \$28.5832 |
| | | C | \$28.2265 | \$28.5088 | \$28.8651 | \$29.2259 |
| | | D | \$28.9128 | \$29.2019 | \$29.5670 | \$29.9365 |
| | | E | \$29.5597 | \$29.8553 | \$30.2285 | \$30.6063 |
| Parking Meter Technician | 15 | A | \$28.0661 | \$28.3468 | \$28.7011 | \$29.0599 |
| Traffic Violations Officer | | B | \$28.6119 | \$28.8980 | \$29.2592 | \$29.6250 |
| Traffic Signs and Lines Technician | | C | \$29.3699 | \$29.6636 | \$30.0344 | \$30.4098 |
| | | D | \$30.1929 | \$30.4948 | \$30.8760 | \$31.2620 |
| Heavy Equipment Operator | 12E | A | \$28.3996 | \$28.6836 | \$29.0421 | \$29.4052 |
| | | B | \$29.0213 | \$29.3115 | \$29.6779 | \$30.0489 |
| | | C | \$29.6395 | \$29.9359 | \$30.3101 | \$30.6890 |
| | | D | \$30.2716 | \$30.5743 | \$30.9565 | \$31.3435 |
| | | E | \$30.9240 | \$31.2332 | \$31.6237 | \$32.0190 |

APPENDIX A, continued

| Job Classifications | Pay Grade | Pay Step | 7/1/2019 | 1/1/2020 | 7/1/2020 | 1/1/2021 |
|--|-----------|----------|-------------|-------------|-------------|-------------|
| | | | Hourly Rate | Hourly Rate | Hourly Rate | Hourly Rate |
| Field Operator | 18 | A | \$30.5678 | \$30.8735 | \$31.2594 | \$31.6501 |
| | | B | \$31.8415 | \$32.1599 | \$32.5619 | \$32.9689 |
| | | C | \$33.1682 | \$33.4999 | \$33.9186 | \$34.3426 |
| | | D | \$34.5502 | \$34.8957 | \$35.3319 | \$35.7735 |
| Equipment Mechanic (new grade formally 18) | 18A | A | \$30.5678 | \$30.8735 | \$31.2594 | \$31.6501 |
| | | B | \$31.8415 | \$32.1599 | \$32.5619 | \$32.9689 |
| | | C | \$33.1682 | \$33.4999 | \$33.9186 | \$34.3426 |
| | | D | \$34.5502 | \$34.8957 | \$35.3319 | \$35.7735 |
| Shop Mechanic/Storekeeper Traffic Violations Officer II Collection Driver II | 17 | A | \$31.5096 | \$31.8247 | \$32.2225 | \$32.6253 |
| | | B | \$32.1339 | \$32.4552 | \$32.8609 | \$33.2717 |
| | | C | \$33.0889 | \$33.4198 | \$33.8375 | \$34.2605 |
| | | D | \$34.0731 | \$34.4138 | \$34.8440 | \$35.2796 |
| Master Mechanic Heavy Duty Mechanic Lead Heavy Equipment Operator | 20 | A | \$32.1664 | \$32.4881 | \$32.8942 | \$33.3053 |
| | | B | \$34.2352 | \$34.5776 | \$35.0098 | \$35.4474 |
| | | C | \$35.7265 | \$36.0838 | \$36.5348 | \$36.9915 |
| | | D | \$37.2879 | \$37.6608 | \$38.1315 | \$38.6082 |
| | | E | \$38.9296 | \$39.3189 | \$39.8104 | \$40.3080 |
| Master Mechanic - Fire Dept. | 21 | A | \$33.5485 | \$33.8840 | \$34.3075 | \$34.7364 |
| | | B | \$35.7265 | \$36.0838 | \$36.5348 | \$36.9915 |
| | | C | \$37.2071 | \$37.5792 | \$38.0489 | \$38.5245 |
| | | D | \$38.9281 | \$39.3174 | \$39.8088 | \$40.3065 |
| | | E | \$40.6422 | \$41.0486 | \$41.5617 | \$42.0813 |
| Parking Operations Foreman | 22 | A | \$38.1490 | \$38.5305 | \$39.0121 | \$39.4998 |
| | | B | \$39.9778 | \$40.3776 | \$40.8823 | \$41.3933 |
| | | C | \$41.8067 | \$42.2248 | \$42.7526 | \$43.2870 |
| | | D | \$43.6343 | \$44.0706 | \$44.6215 | \$45.1793 |
| | | E | \$45.4606 | \$45.9152 | \$46.4891 | \$47.0703 |
| | | F | \$47.2901 | \$47.7630 | \$48.3600 | \$48.9645 |
| | | G | \$49.1821 | \$49.6739 | \$50.2948 | \$50.9235 |

APPENDIX A, continued

| Job Classifications | Pay Grade | Pay Step | 7/1/2021 | 1/1/2022 | 7/1/2022 | 9/1/2022 |
|---|-----------|----------|-------------|-------------|-------------|-------------|
| | | | Hourly Rate | Hourly Rate | Hourly Rate | Hourly Rate |
| Equipment Operator | 10 | A | \$26.6826 | \$27.0161 | \$27.3538 | \$28.6038 |
| | | B | \$27.1168 | \$27.4558 | \$27.7990 | \$29.0490 |
| | | C | \$27.7637 | \$28.1107 | \$28.4621 | \$29.7121 |
| | | D | \$28.4111 | \$28.7663 | \$29.1259 | \$30.3759 |
| Laborer Eviction Storage Worker Light Duty and Power Equipment Mechanic Helper | 10L | A | \$26.7826 | \$27.1174 | \$27.4564 | |
| | | B | \$27.2170 | \$27.5572 | \$27.9016 | |
| | | C | \$27.8638 | \$28.2121 | \$28.5647 | |
| | | D | \$28.5109 | \$28.8673 | \$29.2282 | |
| Operator-In Training Groundskeeper | 12 | A | \$27.9396 | \$28.2888 | \$28.6424 | |
| | | B | \$28.5147 | \$28.8711 | \$29.2320 | |
| | | C | \$29.1665 | \$29.5311 | \$29.9002 | |
| | | D | \$29.8146 | \$30.1872 | \$30.5646 | |
| Collection Driver | 13 | A | \$28.3646 | \$28.7191 | \$29.0781 | \$30.3281 |
| | | B | \$28.9404 | \$29.3022 | \$29.6685 | \$30.9185 |
| | | C | \$29.5913 | \$29.9612 | \$30.3357 | \$31.5857 |
| | | D | \$30.3107 | \$30.6896 | \$31.0733 | \$32.3233 |
| | | E | \$30.9889 | \$31.3763 | \$31.7685 | \$33.0185 |
| Parking Meter Technician Traffic Violations Officer Traffic Signs and Lines Technician | 15 | A | \$29.4231 | \$29.7909 | \$30.1633 | |
| | | B | \$29.9953 | \$30.3702 | \$30.7499 | |
| | | C | \$30.7899 | \$31.1748 | \$31.5645 | |
| | | D | \$31.6527 | \$32.0484 | \$32.4490 | |
| Heavy Equipment Operator | 12E | A | \$29.7727 | \$30.1449 | \$30.5217 | \$32.6717 |
| | | B | \$30.4245 | \$30.8048 | \$31.1899 | \$33.3399 |
| | | C | \$31.0726 | \$31.4610 | \$31.8543 | \$34.0043 |
| | | D | \$31.7352 | \$32.1319 | \$32.5336 | \$34.6836 |
| | | E | \$32.4192 | \$32.8244 | \$33.2347 | \$35.3847 |

APPENDIX A, continued

| Job Classifications | Pay Grade | Pay Step | 7/1/2021 | 1/1/2022 | 7/1/2022 | 9/1/2022 |
|--|-----------|----------|-------------|-------------|-------------|-------------|
| | | | Hourly Rate | Hourly Rate | Hourly Rate | Hourly Rate |
| Field Operator | 18 | A | \$32.0458 | \$32.4463 | \$32.8519 | |
| | | B | \$33.3810 | \$33.7983 | \$34.2208 | |
| | | C | \$34.7719 | \$35.2065 | \$35.6466 | |
| | | D | \$36.2207 | \$36.6735 | \$37.1319 | |
| Equipment Mechanic (new grade formally 18) | 18A | A | \$32.0458 | \$32.4463 | \$32.8519 | |
| | | B | \$33.3810 | \$33.7983 | \$34.2208 | |
| | | C | \$34.7719 | \$35.2065 | \$35.6466 | |
| | | D | \$36.2207 | \$36.6735 | \$37.1319 | |
| Shop Mechanic/Storekeeper Traffic Violations Officer II Collection Driver II | 17 | A | \$33.0331 | \$33.4460 | \$33.8641 | |
| | | B | \$33.6876 | \$34.1087 | \$34.5350 | |
| | | C | \$34.6888 | \$35.1224 | \$35.5614 | |
| | | D | \$35.7205 | \$36.1671 | \$36.6191 | |
| Master Mechanic Heavy Duty Mechanic Lead Heavy Equipment Operator | 20 | A | \$33.7217 | \$34.1432 | \$34.5700 | |
| | | B | \$35.8905 | \$36.3391 | \$36.7934 | |
| | | C | \$37.4539 | \$37.9221 | \$38.3961 | |
| | | D | \$39.0908 | \$39.5794 | \$40.0742 | |
| | | E | \$40.8119 | \$41.3220 | \$41.8385 | |
| Master Mechanic - Fire Dept. | 21 | A | \$35.1706 | \$35.6102 | \$36.0553 | |
| | | B | \$37.4539 | \$37.9221 | \$38.3961 | |
| | | C | \$39.0061 | \$39.4937 | \$39.9873 | |
| | | D | \$40.8103 | \$41.3204 | \$41.8369 | |
| | | E | \$42.6073 | \$43.1399 | \$43.6791 | |
| Parking Operations Foreman | 22 | A | \$39.9935 | \$40.4934 | \$40.9996 | |
| | | B | \$41.9107 | \$42.4346 | \$42.9651 | |
| | | C | \$43.8281 | \$44.3759 | \$44.9306 | |
| | | D | \$45.7440 | \$46.3158 | \$46.8948 | |
| | | E | \$47.6586 | \$48.2544 | \$48.8576 | |
| | | F | \$49.5766 | \$50.1963 | \$50.8238 | |
| | | G | \$51.5601 | \$52.2046 | \$52.8571 | |

APPENDIX A, continued

| Job Classifications | Pay Grade | Pay Step | 1/1/2023 | 4/1/2023 | 7/1/2023 | 10/1/2023 |
|------------------------------------|-----------|----------|-------------|-------------|-------------|-------------|
| | | | Hourly Rate | Hourly Rate | Hourly Rate | Hourly Rate |
| Equipment Operator | 10 | A | \$28.9614 | \$30.2114 | \$30.8912 | |
| | | B | \$29.4121 | \$30.6621 | \$31.3520 | |
| | | C | \$30.0835 | \$31.3335 | \$32.0385 | |
| | | D | \$30.7556 | \$32.0056 | \$32.7257 | |
| Laborer | 10L | A | \$27.7996 | | \$28.4251 | |
| Eviction Storage Worker | | B | \$28.2504 | | \$28.8860 | |
| Light Duty and Power | | C | \$28.9218 | | \$29.5725 | |
| Equipment Mechanic Helper | | | D | \$29.5935 | | \$30.2594 |
| Operator-In Training | 12 | A | \$29.0005 | | \$29.6530 | |
| Groundskeeper | | B | \$29.5974 | | \$30.2634 | |
| | | C | \$30.2739 | | \$30.9551 | |
| | | D | \$30.9466 | | \$31.6429 | |
| Collection Driver | 13 | A | \$30.7072 | \$31.9572 | \$32.6763 | |
| | | B | \$31.3050 | \$32.5550 | \$33.2874 | |
| | | C | \$31.9805 | \$33.2305 | \$33.9782 | |
| | | D | \$32.7273 | \$33.9773 | \$34.7418 | |
| | | E | \$33.4212 | \$34.6812 | \$35.4615 | |
| Parking Meter Technician | 15 | A | \$30.5403 | | \$31.2275 | |
| Traffic Violations Officer | | B | \$31.1342 | | \$31.8348 | |
| Traffic Signs and Lines Technician | | C | \$31.9591 | | \$32.6781 | |
| | | | D | \$32.8546 | | \$33.5938 |
| Heavy Equipment Operator | 12E | A | \$33.0801 | \$35.2301 | \$36.0228 | |
| | | B | \$33.7566 | \$35.9066 | \$36.7145 | |
| | | C | \$34.4293 | \$36.5793 | \$37.4023 | |
| | | D | \$35.1171 | \$37.2671 | \$38.1056 | |
| | | E | \$35.8270 | \$37.9770 | \$38.8315 | |

APPENDIX A, continued

| Job Classifications | Pay Grade | Pay Step | 1/1/2023 | 4/1/2023 | 7/1/2023 | 10/1/2023 |
|--|-----------|----------|-------------|-------------|-------------|-------------|
| | | | Hourly Rate | Hourly Rate | Hourly Rate | Hourly Rate |
| Field Operator | 18 | A | \$33.2626 | | \$34.0110 | |
| | | B | \$34.6486 | | \$35.4281 | |
| | | C | \$36.0922 | | \$36.9043 | |
| | | D | \$37.5960 | | \$38.4420 | |
| Equipment Mechanic (new grade formally 18) | 18A | A | \$33.2626 | | \$34.0110 | \$35.2610 |
| | | B | \$34.6486 | | \$35.4281 | \$36.6881 |
| | | C | \$36.0922 | | \$36.9043 | \$38.1543 |
| | | D | \$37.5960 | | \$38.4420 | \$39.6920 |
| Shop Mechanic/Storekeeper Traffic Violations Officer II Collection Driver II | 17 | A | \$34.2874 | | \$35.0589 | |
| | | B | \$34.9667 | | \$35.7535 | |
| | | C | \$36.0059 | | \$36.8161 | |
| | | D | \$37.0769 | | \$37.9111 | |
| Master Mechanic Heavy Duty Mechanic Lead Heavy Equipment Operator | 20 | A | \$35.0021 | | \$35.7896 | |
| | | B | \$37.2533 | | \$38.0915 | |
| | | C | \$38.8760 | | \$39.7508 | |
| | | D | \$40.5751 | | \$41.4880 | |
| | | E | \$42.3615 | | \$43.3147 | |
| Master Mechanic - Fire Dept. | 21 | A | \$36.5060 | | \$37.3274 | |
| | | B | \$38.8760 | | \$39.7508 | |
| | | C | \$40.4872 | | \$41.3981 | |
| | | D | \$42.3599 | | \$43.3130 | |
| | | E | \$44.2251 | | \$45.2202 | |
| Parking Operations Foreman | 22 | A | \$41.5121 | | \$42.4461 | |
| | | B | \$43.5021 | | \$44.4809 | |
| | | C | \$45.4923 | | \$46.5158 | |
| | | D | \$47.4810 | | \$48.5493 | |
| | | E | \$49.4683 | | \$50.5813 | |
| | | F | \$51.4591 | | \$52.6169 | |
| | | G | \$53.5178 | | \$54.7220 | |

Appendix B

City of Stamford Sick Leave and Attendance Policy

I. Purpose

The City and its employees recognize the obligations associated with providing the very best public service to the citizens of Stamford. Individuals that abuse sick leave create a negative image of public employees and reduce productivity in the workplace. This policy is intended to set minimum attendance standards for all employees, without placing an undue hardship on the City, the individual employee or the citizens of Stamford.

II. Definitions

A. "Sick Day" - an absence from work due to:

1. personal illness or injury that makes an employee unable to perform his/her job; or
2. illness or injury of a spouse or child that requires medical attention and/or care by the employee.

C. "Tardiness" - an occurrence of arriving to work later than fifteen (15) minutes from the employee's regularly scheduled work time.

D. "Unexcused Absence" - any occurrence where:

1. a physician's note is required and not provided for any absence;
2. an employee does not call-in the absence in accordance with the call-in policy; or
3. an occurrence where an employee has exhausted his/her sick leave allotment/accumulation (i.e. the employee is not being paid for the absence or portion of the absence).

III. Criteria

A. For the purpose of this policy excessive sick leave is defined as:

1. pattern of sick leave occurrences immediately preceding or following a weekend;
2. pattern of sick leave occurrences preceding or following a holiday;
3. any other pattern of occurrences;
4. habitual tardiness in excess of three in any calendar year;

This system is designed to make employees aware of the ramifications of sick leave abuse and to provide the City with a fair and equitable disciplinary process for sick leave abuse, thus avoiding favoritism among employees.

Appendix C

SUPPLEMENTAL AGREEMENT

(1) This Agreement is a supplement to the existing Collective Bargaining Agreement between the City of Stamford and INTERNATIONAL UNION OF OPERATION ENGINEERS LOCAL 30, and sets forth the terms and conditions of employment for individuals employed as E. Gaynor Brennan Golf Course "seasonal" personnel. 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:

Laborer/Seasonal
Small Equipment Technician/Seasonal
Ranger/Seasonal
Cashier/Seasonal

(2) Such seasonal personnel employed full or part-time 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)).

(3) It is recognized and agreed by the parties that it is the nature of work at E. Gaynor Brennan Golf Course, as well as the desire of individuals to continue to be scheduled for employment on a seasonal basis, consistent with tradition and past practices, for periods in excess of one hundred twenty (120) days in a calendar year, but for less than twelve (12) months in a calendar year (vs. the work schedules for regular full time personnel); Therefore, the following terms and conditions of employment are established:

a. E. Gaynor Brennan Golf Course/seasonal personnel (Golf Course Seasonal) may be hired for up to ten (10) months in a calendar year.

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

c. Golf Course seasonal individuals covered by this Supplemental Agreement will also be covered by Article II and Article XV of the existing Collective Bargaining Agreement between the City of Stamford and Local 222, #82.

d. Golf Course seasonal personnel will have a thirty (30) day probationary period and will accumulate seniority from date of hire.

e. Layoffs will be made in reverse order of seniority within the individual's classification of work.

f. Golf Course seasonal personnel will be recalled to work for the following year's seasonal work schedules in order of seniority by classification. Such recall rights will exist when the individual's accumulated seniority exceeds the time off the payroll.

g. Golf Course 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 INTERNATIONAL UNION OF OPERATION ENGINEERS LOCAL 30.

h. The rates of pay for the 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 increases granted to regular full-time employees. Specific existing wage rates are as follows:

Wage rates effective October 1, 2020

| | Cashier | Starter/Ranger | Laborer/Golf Course Aide |
|--------|---------|----------------|--------------------------|
| Year 1 | \$15.00 | \$15.00 | \$15.00 |
| Year 2 | \$15.00 | \$15.00 | \$15.00 |
| Year 3 | \$15.00 | \$15.25 | \$15.50 |
| Year 4 | \$16.00 | \$15.25 | \$15.50 |
| Year 5 | \$16.50 | \$15.50 | \$16.00 |

The wage rates for temporary personnel at the E. Gaynor Brennan Golf Course, as provided above, are for the life of this Agreement. The City shall have the right to hire seasonal employees up to the year 3 rate.

Except as otherwise provided, employees working in excess of a normally scheduled seven and one-half (7½) hour day or thirty-seven and one-half (37½) hour week shall be compensated for all such hours (except time of brief duration to complete tasks in process) at one and one-half (1½) times regular straight time rates.

All employees shall be compensated at one and one-half (1½) times their regular straight time rates for all hours worked on any holiday referred to below, in addition to the regular compensation for the holiday as such. Except for New Year's Day, Thanksgiving Day, Christmas Day, the employee must actually work the day of the holiday in order to be compensated at the rate of one and one-half (1½) times the regular straight time rate for all hours worked:

| | |
|------------------------|--------------------------------|
| New Year's Day | Labor Day |
| Martin Luther King Day | Columbus Day |
| President's Day | Veteran's Day |
| Good Friday | Thanksgiving Day |
| Memorial Day | Day After Thanksgiving |
| Independence Day | Christmas Eve after 12:00 noon |
| | Christmas Day |

If the City designates Juneteenth as a City holiday, it will be added to this article as paid holiday.

Employees shall normally be entitled to at least three (3) days prior notice of any holiday on which they will be required to work.

This Supplemental Agreement sets forth in full, the terms and conditions of employment for Golf Course seasonal personnel.

Appendix D

LIST OF SUPERVISORS FOR GRIEVANCE PROCEDURE

For the purposes of defining "immediate supervisor" in Article XXV, the parties acknowledge the following:

Highways - Supervisor of Highways
Sanitation /Recycling - Supervisor of Solid Waste
Vehicle Maintenance - Fleet Manager
Traffic & Parking - Traffic and Parking Supervisor
E. Gaynor Brennan Golf Course - Superintendent of Greens

The parties agree that the City reserves the right to change the list provided the Union is given written notice of the change.

Appendix E

Automotive Service Excellence Test Series

Automobile & Light Truck Certification Tests (A1 -A9)

Objective:

To identify and recognize those Automobile and Light Truck (up to 10,000 GVW) Technicians who can demonstrate knowledge of the skills necessary to diagnose, service, and repair cars, SUVs, and light duty trucks.

Tests Offered:

- A1 - Engine Repair (50 scored questions)
- A2 - Automatic Transmission/Transaxle (50)
- A3 - Manual Drive Train & Axles (40)
- A4 - Suspension & Steering (40)
- A5 - Brakes (45)
- A6 - Electrical/Electronic Systems (50)
- A7 - Heating & Air Conditioning (50)
- A8 - Engine Performance (50)
- A9 - Light Vehicle Diesel Engines (50)

Medium-Heavy Truck Certification Tests (T1 - TB)

Objective:

To identify and recognize those Medium and Heavy Truck Technicians who can demonstrate knowledge of the skills necessary to diagnose, service, and repair different systems of Class 4 through Class 8 trucks and tractors.

Tests Offered:

- T1 - Gasoline Engines (50 scored questions)
- T2 - Diesel Engines (55)
- T3 - Drive Train (40)
- T4 - Brakes (50)
- TS - Suspension & Steering (50)
- T6 - Electrical/ Electronic Systems (50)
- T7 - Heating, Ventilation & Air Conditioning (HVAC) (40)
- T8 - Preventive Maintenance Inspection (50)