

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CITY OF STAMFORD
WATER POLLUTION CONTROL AUTHORITY

AND

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 30

Affiliated With the International Union of Operating Engineers, AFL-CIO
at the Stamford WPCA

TERM OF AGREEMENT

JULY 1, 2021 TO JUNE 30, 2025

TABLE OF CONTENTS

ARTICLE I RECOGNITION..... 1

ARTICLE II UNION SECURITY..... 1

ARTICLE III CHECKOFF 1

ARTICLE IV SENIORITY 1

ARTICLE V HOURS OF WORK..... 2

ARTICLE VI WAGES..... 3

ARTICLE VII HOLIDAYS AND PERSONAL LEAVE..... 6

ARTICLE VIII VACATION..... 7

ARTICLE IX WORK ASSIGNMENT..... 8

ARTICLE X VACANCIES..... 8

ARTICLE XI LAYOFF AND RECALL 9

ARTICLE XII SPECIAL HEALTH BENEFITS 9

ARTICLE XIII SICK LEAVE 10

ARTICLE XIV INSURANCE AND PENSION 13

ARTICLE XV FUNERAL LEAVE..... 19

ARTICLE XVI LEAVE OF ABSENCE..... 19

ARTICLE XVII MILITARY LEAVE..... 20

ARTICLE XVIII MISCELLANEOUS..... 20

ARTICLE XIX PROBATIONARY PERIOD 21

ARTICLE XX CLOTHING AND TOOL ALLOWANCE 21

ARTICLE XXI EMPLOYEE USE OF WPCA VEHICLES

ARTICLE XXII ACCESS TO JOBS, RECORDS, AND TIME RECORDS..... 22

ARTICLE XXIII UNION LEAVE 22

ARTICLE XXIV BULLETIN BOARDS 22

ARTICLE XXV CITY PREROGATIVES 22

ARTICLE XXVI NO STRIKE PROVISION 23

ARTICLE XXVII DISCIPLINARY PROCEDURE..... 23

ARTICLE XXVIII GRIEVANCE AND ARBITRATION..... 23

ARTICLE XXIX TRAINING FUND..... 24

ARTICLE XXX DRUG AND ALCOHOL TESTING 25

ARTICLE XXXI PAYROLL-MANDATORY ELECTRONIC DEPOSIT 28

ARTICLE XXXII DURATION AND SCOPE 28

SCHEDULE "A"- WAGES 30

APPENDIX "A" CITY OF STAMFORD SICK LEAVE AND ATTENDANCE POLICY 32

APPENDIX "B" LIST OF SUPERVISORS FOR GRIEVANCE PROCEDURE 34

AGREEMENT

This Agreement is made and entered into between THE CITY OF STAMFORD, hereinafter referred to as the "Employer" or "City", and THE INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 30, affiliated with the International Union of Operating Engineers AFL – CIO, 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 the employees in the Stamford Water Pollution Control Authority (hereinafter referred to as the employees).

ARTICLE II UNION SECURITY

All employees hired after the date of execution hereof, after the 31st day of employment, may become members of the Union. All such employees and all present employees who are members of the Union on the date of execution of this Agreement, and all employees who become members of the Union hereafter, may remain members of the Union in good standing by the payment of their regular monthly dues on or before the last day of each month.

ARTICLE III CHECKOFF

A. As a convenience to the employees covered by this Agreement and in order to eliminate the solicitation of union 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 deductions. This check-off convenience for each employee will continue until the employee revokes the voluntary check-off as provided on the back of the authorization card or until the employee is no longer employed in a bargaining unit position.

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, the months deductions, and the monthly amount of dues/fees 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 Union deduction card or until the employee is no longer employed in a bargaining unit position.

C. During the term of this Agreement, the Employer shall deduct the sum specified from the pay of each member of the Union who voluntarily executes a political 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 above Credit Union. This designated amount shall be forwarded to the Northeastern Operating Engineers Federal Credit Union, 16-16 Whitestone Expressway, Whitestone, NY 11357, on or before the 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 discharge concerning employees covered by this Agreement. The City will make its best efforts to provide this information within seven (7) workdays of the event.

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 covered by this Agreement and subject to the provision of this Article, 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 an IUOE Local 30 contract.

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 if the employee is discharged for just cause, is laid off for a period in excess of his recall rights or quits. Furthermore, an employee who takes, or is promoted to any other job in the City that is not covered by an IUOE Local 30 contract shall lose all accrued seniority and may not regain any seniority if the employee shall return to such position for any reason.

E. In the event of layoffs, union stewards of record shall be deemed to be the most senior employee in their title in determining the employee(s) to be laid off.

F. The City will furnish the Union, upon reasonable request, with a Seniority List showing employee seniority. These lists shall be simultaneously dated and posted on the bulletin boards, and any employee, who feels there is an error in his seniority date, as shown, must present his facts substantiating his position within thirty (30) calendar days of the date of posting. 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 Bargaining Unit Stewards & 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. The WPCA employees shall work a continuous 24-hour operation, seven (7) days a week, divided into three (3) shifts per day of eight and one-half (8½) hours per shift. The employees will work eight (8) hours per shift with one-half (½) hour off without pay for lunch. The lunch periods will be staggered between the fourth (4th) and sixth (6th) hours of each shift so that the facility will always be covered. These employees will have all accumulated leave time (vacation and sick) earned before the execution of the contract and continuing thereafter, credited as eight (8) hour days.

B. 1. For purposes of this Agreement, the workweek shall be deemed to start at 10:30 pm on Sunday and run through 11:00 pm on the following Sunday. The terms "normally scheduled workday", and "workweek" as used herein, consist of the schedule that an employee knows they are expected to work either because such schedule is posted on a bulletin board in advance, because it is the schedule the employee accepted upon employment or transfer, or because it is the schedule they have 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.

2. An assignment of work beyond the employee's regularly scheduled hours or any workday, or any work week other than that necessitated by emergencies, shall be made twenty-four (24) hours in advance by authorized personnel.

3. Overtime work shall be divided equally as far as practicable based on overtime worked or refused, subject to the employee's ability to perform the required work. Shop Stewards shall keep a list of overtime hours worked and shall 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 have the refused hours counted as if the employee had worked the overtime on the rotation list. If there are no employees accepting the overtime assignment, the least senior employee by hire date in the classification who is available must perform the work as scheduled. If this employee is not available, then the least senior employee in the classification currently working must perform the work as scheduled. In the event that an Employee agrees to work a double shift or any overtime shift, they must complete the full shift. In the event an Employee is forced to work a double shift, or any overtime shift due to unforeseen circumstances, the Employee, with the permission of their immediate Supervisor/Foreman, shall be allowed to try and split the shift with an Employee from the next scheduled shift. Such splitting of shifts will be limited to four (4) hours blocks of time, except in unforeseen circumstances. Scheduled overtime shifts may not be split between Employees except in the case of an emergency and will require the sole approval of management.

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

5. An employee who is required to work during their regular meal period shall be paid at the time and one-half rate of pay for the time worked during the meal period.

ARTICLE VI WAGES

A. The annual wages of employees covered by this Agreement shall be as set forth in the Schedule "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.

- Effective July 1, 2021, pay rates in effect June 30, 2020, will be increased by 2.5%
- Effective July 1, 2022, pay rates in effect June 30, 2021, will be increased by 2.5%
- Effective July 1, 2023, pay rates in effect June 30, 2022, will be increased by 2.5%
- Effective July 1, 2024, pay rates in effect June 30, 2023, will be increased by 2.5%
- Effective January 1, 2023, the following classifications shall receive a base wage adjustment of 2.5%:
 - Mechanic In Training
 - Plant Operator I
 - Master (Lead) Mechanic
 - Plant Operator III
- In addition to the foregoing wage increases, employees holding the position of Shift Foreman will have the annual non-pensionable stipend of \$10,000, that had been in effect, will become part of base wages effective July 1, 2021.

1. 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 thirty (30) days of the employee's return to active pay.

2. Mechanics In-Training (MIT) will be required to take and pass the Level I collection system certification examination during their probationary period. Upon passing the certification examination and receiving their Level I certification, the employee will be promoted to Mechanic I (Level I) upon completion of their probationary period. In the event the MIT does not pass the certification examination, they will not be promoted to Mechanic I (Level I) and remain in the classification of MIT. In such event, the MIT's probationary period will be extended an additional six

months during which the employee will be required to pass the certification examination and receive their Level I certification. An employee who does not pass the certification examination and receive their Level I certification within the additional six-month probationary period will be deemed not qualified for their position and terminated.

A Mechanic I (Level I) shall be required to pass the Level II Collection System Certification within One (1) year from date of appointment. In the event the Mechanic (Level I) does not pass the certification examination the Mechanic (Level I) shall be deemed not qualified for their position and terminated.

3. The City agrees to pay Mechanics who have a Level II certification an annual stipend of three hundred dollars (\$300.00) upon proof of certification. Effective July 1, 2021, the stipend shall become part of the base wage and the Level II certification shall become a job requirement for employees in the classification of Maintenance Mechanic I (Level II). In the event an employee classified as a Mechanic I (Level I) or Mechanic I (Level II) obtains a Level III or Level IV certification; the employee shall receive a stipend in the amount of \$300 for a Level III Certification or \$600 for a Level IV Certification. The stipend for a Level III Certification shall end upon the employee being promoted to Maintenance Mechanic II and the stipend for a Level IV Certification shall be reduced to \$300.

4. The City agrees to pay Mechanics who have a Level III certification an annual stipend of six hundred dollars (\$600.00) upon proof of certification. Effective July 1, 2021, the stipend shall become part of the base wage and the Level III certification shall become a job requirement for employees in the classification of Maintenance Mechanic II. In the event an employee classified as a Mechanic II obtains a Level IV Certification, the employee shall receive a stipend in the amount of \$300. Such stipend shall end upon the employee being promoted to Lead Mechanic.

5. The City agrees to pay Mechanics who have a Level IV certification an annual stipend of nine hundred dollars (\$900.00) upon proof of certification. Effective July 1, 2021, the stipend shall become part of the base wage and the Level IV certification shall become a job requirement for employees in the classification of Lead Mechanic.

6. The City agrees to pay Shift Foremen with Class IV Connecticut DEEP Certification an annual stipend of twelve hundred dollars (\$1,200.00) upon proof of certification.

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 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 their longevity in December (i.e. An employee with ten (10) years' as of February 20th during the fiscal year will receive longevity pay in December, two (2) months earlier. Conversely, an employee who reaches ten (10) 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 (i.e. An employee who leaves in August will receive two-twelfths [2/12] of their annual longevity pay).

8. Vaccine Stipend: a non-pensionable stipend of \$65 will be paid to any current employee as of the date of this Agreement who is or becomes fully vaccinated.

9. 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.

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. For the avoidance of doubt, any employee required to work temporarily in a higher classification shall receive for such work, the lowest step rate in the higher classification that is higher than the employee's regular rate of pay.

D. Employees working a second (2nd) shift commencing after 2:00 pm shall receive a shift differential of seven percent (7%) over their regular rates, employees working on a third (3rd) shift commencing after 10:00 pm shall receive a shift differential of twelve percent (12%) over their regular rates. A weekend differential of ten (10) percent shall be paid for all hours worked on such days. 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 eight (8) hour day, or forty (40) hour week, shall be compensated for all such excess hours (except time of brief duration to complete tasks in process, (e.g. returning to the garage) at one and one-half (1½) times regular straight time rates. For the purposes of calculating hours worked, holidays, pre-approved vacation, and pre-approved personal leave shall be counted as hours worked. Sick leave, emergency vacation and emergency personal leave shall only be counted as hours worked in calculating overtime at the time and one-half rate in instances when the employee was required to work overtime due to an emergency situation.

F. Each employee shall be given a minimum of two (2) hours' pay 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 (1½) times their regular straight time rate. On all such emergency calls or call-backs, the employee is required to remain on duty until the emergency alarm or complaint has been resolved. If the emergency or call-back is resolved in less than (2) two hours, and there is no additional work to be performed related to the emergency work, the employee may leave and be paid for the full (2) two hours. Notwithstanding the foregoing, in the event an employee leaves before working (2) two hours and is called back for the same emergency, alarm or complaint, the employee will only be paid for hours worked.

G. All employees shall be compensated for hours worked on the sixth (6th) day in any week at one and one-half (1½) times the regular straight time rate, and for hours worked on the seventh (7th) day in any week at two (2) times the regular straight time rate.

H. Employees who are required to standby will be compensated for hours spent on duty at one and one half (1½) times regular straight time rates. Employees required to standby for the week will receive, in addition to their regular pay, four hundred and twenty-five dollars (\$425.00) for the week of standby, for the term of this Agreement. Standby pay shall be prorated for any week that the employee is on leave during the week and not required to be on standby. When on standby, employees called back to work are required to arrive at their work assignment within thirty (30) minutes from being notified to report to work. An employee on standby, who is directed to and reports to work, will be paid for 30 minutes of travel time and a minimum of 2 hours' pay as provided in paragraph F of this Article. If the employee does not respond to a call from a supervisor to report to work or if the employee cannot be contacted by the supervisor, an employee from the overtime list shall be called back to work. Employees who are subject to standby, shall have on file with the WPCA both a primary and secondary contact number.

I. Employees may be scheduled not to work on any of the holidays listed in Article VI, section a. If scheduled to work on a holiday, employees shall be compensated at one and one half (1½) times the regular straight time for all hours worked on any holiday referred to in Article VI, section (a). There will be no switching of schedules without Management consent and approval.

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, the employee shall not be paid for the total amount of time they are late on any occasion and will not be permitted to use accrued time to make up for tardiness.

K. 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.

L. During general emergencies, no employee shall be required to work more than fifteen (15) hours continuously without a rest period of six (6) hours in between. If the employees are required to stay at the facility, the rest period of six (6) hours shall be paid.

**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	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Juneteenth	Christmas Eve after 12:00 noon
Independence Day	Christmas Day

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 year to year.

C. In the event the Mayor proclaims any day as an additional day off for all City employees, any employee covered by this Agreement who must work because of the nature of his job, shall be granted a compensatory day off at a time mutually convenient to the employee and his department head.

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

**ARTICLE VIII
VACATION**

A. Employees shall earn vacation as per the following schedule:

<u>Length of Employment</u>	<u>Days earned per month</u>
During the first six months	1 day per month (12 days annually)
Six years up to ten years	1.25 days per month (15 days annually)
Ten years up to twenty years	1.666 days per month (20 days annually)
<u>Employees hired prior to July 1, 2015</u>	
Over twenty years	2.0833 days per month (25 days annually)

Employees are not eligible to use vacation until they have completed their probationary period.

1. Any employee shall be entitled to accumulate, and carry over from year to year, earned vacation leave, up to a total of forty-five (45) days. Notwithstanding the foregoing, no vacation shall have duration of more than fifteen (15) consecutive working days at a given time, except in unusual circumstances, when an additional five (5) consecutive working days may be granted by the Executive Director or Administration Manager, and any such request by an employee shall not be unreasonably denied. An employee may take the vacation days in the above schedule which are in excess of full weeks, as personal leave days, provided the employee gives his department head two (2) days prior notice, unless an emergency requires the employee to be absent from his work, in which event the employee 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 before and/or 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 15th, vacation schedules will be posted. Any conflicts between employees will be resolved on a seniority basis. Vacation requests after May 1st will be on a first come first serve basis.

4. "Emergency Vacation" days shall be limited to (3) per year. "Emergency" is defined as an unforeseen and/or unexpected event requiring the employee to request time off. If an employee takes an Emergency Vacation Day, but has already exhausted their annual Emergency Leave allowance, the employee will not be paid for the day.

5. Requests for vacation must be approved prior to use by the Executive

Director or Administration Manager, or the designee of these positions.

**ARTICLE IX
WORK ASSIGNMENT**

A. The right to make work assignments is vested exclusively in the departmental supervisors and/or their designated representatives.

B. The City may adjust the work schedule of employees if necessary to address the maintenance and operational needs of the Waste Water Treatment Plant, Pump Stations, and Collection System after providing employees with at least two weeks advance notice. An employee will not be required to work the new work schedule without receiving two week notice.

**ARTICLE X
VACANCIES**

A. All promotional vacancies and announcements of examination to fill them shall be posted on the bulletin boards for employee information provided 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 (1) of the three (3) employees in the same branch 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 (1) of the other two (2) 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 Classified Service Rules and Regulations in force at the time when said vacancy exists. Provisional appointments shall last no longer than one hundred-eighty (180) days, and Local 30 members will be appointed to perform Local 30 member work if there are qualified employees in lower ranks.

D. When the City shall have declared that a 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. Any employee assigned to a lower classification for any reason other than his own request, or lack of work in his own classification, 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. The employee 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. In the event of the necessity to reduce the work force, the employee with the least seniority in the classification in the branch of the department where work must be curtailed, shall be laid off first, providing the department head decides they cannot use the employee in another classification. In the event an employee is involuntarily transferred from one bureau to another, the employee shall retain his seniority rights, provided such employee has greater overall seniority (measured from the date of continuous employment with the City), the employee shall have the right to bump the least overall senior bargaining unit employee in a classification in which the employee previously performed work satisfactorily or the least senior bargaining unit employee in a classification for which the employee is qualified to work. In the event of bumping into a classification not previously worked, the determination of the bumping employee's qualification to perform that work will be the sole discretion of the City, exercised in good faith.

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.

C. 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.

ARTICLE XII SPECIAL HEALTH BENEFITS

A. Employees will be provided with the following vaccines at no cost to the employee: Hepatitis C, Varicella, Mumps and Rubella as may be required based on testing of employee titer levels; and Tdap and PPD every ten years. Also, the City will provided chest x-rays for those employees who are exposed to excessive air pollutants which could affect the lungs.

B. The parties agree to meet and discuss the special health benefits section above for the purpose of identifying what annual vaccines 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 (1¼) days for each completed month of service. Except that the maximum accumulation of sick leave shall be one hundred and fifty (150) days, and the City shall pay an employee at retirement on pension for one-half (½) of his then accumulated sick leave, not to exceed seventy-five (75) days, at his rate of pay immediately prior to such retirement. Upon death, an employee's estate shall receive pay for their full sick leave

accumulation up to thirty (30) days, and in addition, one-half (1/2) of any accumulated sick leave over thirty (30) days, to a total maximum of ninety (90) days at his rate of pay immediately prior to death.

B. Employees 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 (3) 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 thirty (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, the employee shall receive twelve (12) sick leave days per year with the start of the fiscal year following the year the employee contributes the thirtieth (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 section (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 XIII, sections two (2) through nine (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 WPCA 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 their normal job tasks shall be placed on Workers' Compensation leave for the period of their 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 their 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 their job classification shall be terminated as an employee, but such termination shall not affect whatever rights they 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 Worker's 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 for and granting sick leave from the bank. The Committee shall require a doctor's certificate regarding the illness, limit to sixty (60) the number of days granted to any employee in any given fiscal year, consider the seriousness, nature, and projected duration of the illness or disability involved, and 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 their 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 absence due to illness to their immediate supervisor. Employees must call in prior to the scheduled start of their shift on each day that they are absent.

J. All employees are covered by the City of Stamford Sick Leave Policy attached as Appendix "A".

ARTICLE XIV INSURANCE AND PENSION

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 the Connecticut State Partnership Plan (SSP). 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.

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:

(a) 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

(b) 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

(c) 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.

(d) 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.

B. Dental and Vision

The City will provide a PPO dental plan as follows:

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

<u>Maximums</u>	
Annual Max	\$1,700/per covered dependent
Orthodontics	\$2,500 lifetime/per covered dependent

The City shall provide for an optical plan, which shall yearly provide the following benefits for each employee and their 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

C. Life Insurance

1. The City will provide each employee with a term life insurance policy in an amount of fifty thousand dollars (\$50,000.00) dollars at no cost to the employee.

2. Each employee will be provided with an opportunity to purchase an additional fifty thousand dollars (\$50,000.00) worth of life insurance at the City's cost per week, per each thousand dollars of benefit.

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

D. Insurance & Pension

1. Retiree Benefits

a. Pre Age Sixty-Five (65): The City will make available the City's Health insurance Plan " as set forth in the Article, hospital and medical benefits, but not including dental or optical, to employees who retire, with a pension from the City of Stamford Classified Employee's Retirement fund.

b. Post Age Sixty-Five (65): The City will provide supplementary coverage to Medicare, not including dental or optical, as provided under the State Partnership Plan.

2. Retiree Costs

a. Cost to age 65: Employees who are eligible for normal retirement on or before June 30, 2014, 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, 2014 shall pay a percentage of the retiree healthcare premium for the pre-65 plan as follows: 50% at age 64, and

2% more for each year under age 64. However, this group shall pay 50% regardless of age if they retire as a result of an involuntary layoff.

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

3. 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, 2011, shall not be entitled to supplementary Medicare coverage.

E. Pension Benefits

1. The multiplier for years of service shall be unchanged for employees with twenty-five (25) or more years of service as of January 1, 2015, or who were otherwise eligible to retire on or before January 1, 2015. Other employees hired before July 1, 2011, shall have their pension multiplier changed to 1.75% only for years of service beginning on and after July 1, 2011. The pension shall be based upon the average of the employee's highest three (3) years of pensionable earnings. Only the final ten (10) years of employment shall be reviewed for the purpose absent the specific request otherwise by the employee. Pension contributions shall be as follows (not retroactive): Employees who continue in the defined benefit plan shall pay 6%. Notwithstanding the foregoing, all employees hired after July 1, 2011, shall not be members of CERF, but shall be eligible to contribute to a 457 deferred compensation plan. The City shall match fifty percent (50%) of all employees' contributions by way of a contribution to a 401 (a) money purchase plan. The City's contribution shall not exceed three and one half (3.5%) percent of an employee's wages.

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

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

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

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

6. Notwithstanding the foregoing, those employees already exempt from contributing shall not have any obligation to make CERF contributions.

7. The Normal Retirement Date for employees covered by this Agreement shall be sixty (60) with at least ten (10) years continuous service to the City.

8. The reduction for early retirement under the CERF for employees covered by this Agreement shall be reduced from the current fifty-five one hundredths (0.55) of one percent (1%) per month to twenty-five one hundredths (0.25) of one percent (1%) 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 (0.55) of one percent (1%) per month.

9. 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.

10. The City will contribute to the CERF the amount actuarially necessary to fund the plan.

11. For an active member who has twenty (20) or more years of credited service, and thereafter dies from a non-service related cause, will have their spouse (if the spouse is the beneficiary) receive a death benefit calculated as if the member was eligible to retire as specified in Section C7-30-6(d) of the City Charter (which includes any applicable early retirement reductions), and as further amended through subsequent collective bargaining agreements.

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

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

b. Exchanging 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 their accrued sick leave in accordance with Section XIII.A. above.

F. Military Buy Back

1. 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 buyback up to a maximum of three (3) years of their service time, credited under the city of Stamford Classified Employees' Retirement Fund (CERF) and shall be allowed up to twenty-four (24) months to pay for such credited service. This option shall not be available to any employee who has previously exercised an option for military buy-back under CERF.

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

G. 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.

H. Waiver of Medical, Dental, and Vision Benefits

An employee who is eligible for health benefits provided by the City and where such benefits are extended to their spouse and/or child/ren, the employee may voluntarily elect, subject to Section 125 of the Internal Revenue Code, to waive all medical/dental/vision benefits, and in lieu thereof, be remunerated an annual amount of one thousand five hundred dollars (\$1,500), 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 which is not obtained through the City of Stamford or Stamford Board of Education group health benefit program(s). If an eligible employee has waived their insurance benefits the previous year and does not notify the Benefit Manager's Office of their selection for the coming fiscal year, the waiver will remain in effect. Payment for the waiver will be made in two (2) equal installments, six (6) months apart (January and July).

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

I. Employee Contributions

Employees shall be required to contribute, pursuant to Internal Revenue Code Section 125, on a pre-tax payroll deduction basis fourteen percent (14%) 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 effective July 1 under the State Partnership Plan. Deductions shall be made in equal amounts from each

payroll check. Effective July 1, 2022, the employee contribution shall increase to sixteen percent (16%) and effective July 1, 2023, the employee contribution shall increase to eighteen percent (18%).

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.

J. 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 or 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 coverage and benefits provided through an alternative insurance carrier, managed care vendor, either self-insured or self-administered will be less than the benefits and coverage as set forth in Appendix "C". 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, coverage, or services provided with the proposed insurance carrier and/or managed care provider, the Union may submit the issue to binding arbitration.

K. 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 five thousand dollars [\$5,000.00] 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
FUNERAL LEAVE**

A. 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.

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

C. One (1) day at the time of the death of any other relative not domiciled in the employee's household. For the avoidance of doubt the parties have agreed that "other relative not domiciled in the employee's household" include son-in-law, uncle, aunt, nephew, and niece.

**ARTICLE XVI
LEAVE OF ABSENCE**

A. 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 rights, unless the position is no longer available due to a budgetary reduction in staff.

B. 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.

C. 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 of 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 allowed fifteen (15) minute wash-up time for their mid-shift meal period and fifteen (15) minutes at the end of the day's work. 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 be given by management to the Shop Steward(s) and kept on file by the Shop Steward(s) as well as each Division Managers office. The WPCA management will maintain a file copy of all employees with a CDL.

F. The parties recognize that certain work tasks of a similar nature exist in both the IU0E Local 30 and Local 2377 of the International Union, United Automobile, Aerospace, & Agricultural Implement Workers of America ("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.

G. Nothing in this collective bargaining agreement shall limit the Superior Court's authority to revoke or reduce an employee's or former employee's pension pursuant to C.G.S. § 1-110, *et al.*

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, except that any leave in excess of five (5) working days shall be added back to the length of the probationary period. In the event the employee has a break in service greater than two (2) months during the probationary period, upon return to work, the employee must re-serve the entire probationary period. During the probationary period of any employee, the employee shall be entitled to all benefits of this Agreement, except that the City in its sole discretion may terminate the employment of any new employee, or return any promoted employee to his former position if during the period, upon observation and consideration of his performance of his work, the City shall deem the employee unfit for such appointment, and such action shall not be subject to arbitration hereunder. Insurance starts the first (1st) of the month following the month in which the person is hired.

B. Once an employee has passed his probationary period the employee shall not be required to live within the City of Stamford but shall only be required to live within one-half (1/2) hour driving time from the place where the employee 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. The WPCA shall furnish gloves and at least one (1) pair of safety shoes each contract year to employees assigned. The Union and the City may agree which other employees should be provided safety shoes and/or protective glasses. The WPCA will furnish all tools for the Unit members that the WPCA management believes to be necessary to complete any job or task. Effective July 1, 2023, in lieu of the WPCA providing safety shoes, employees are eligible to receive a reimbursement of up to two hundred fifty dollars (\$250) for the purchase of safety shoes each fiscal year. The employee is required to submit proof of purchase and documentation that the safety shoe meets the ASTM F-2413 standard.

C. WPCA, Uniforms provided by the City for each employee as follows:

Two (2) jackets, seven (7) long sleeve shirts, seven (7) short sleeve shirts, eleven (11) pairs of trousers, and one (1) pair of safety shoes. Rain gear and safety gloves will be provided as needed each year.

D. 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.

ARTICLE XXI EMPLOYEE USE OF WPCA VEHICLE

As a condition of employment, an employee is responsible for commutation to and from the work location without any additional compensation from the City. However, due to business necessity, the City / WPCA may from time to time provide a WPCA owned vehicle to an employee to enable the employee to more efficiently perform his or her job responsibilities, particularly, during storm events. Employees who are permitted the use of a WPCA owned vehicle are subject to the following conditions:

A. An employee who is authorized by WPCA Management to use a WPCA owned vehicle, shall be required to adhere to the City of Stamford Vehicle Use Policy, as such policy may be adopted by the City from time to time.

B. Employees must, in addition to meeting the City of Stamford Vehicle Use Policy, exercise due diligence to drive safely and to maintain the security of the vehicle and its contents. Use of handheld cell phones (including texting) while behind the wheel of a moving vehicle being used on WPCA business is strictly prohibited. Employees are responsible for any driving infractions or fines as a result of their driving.

C. Employees are not permitted, under any circumstances, to operate a WPCA vehicle when any physical or mental impairment causes the employee to be unable to drive safely, i.e. while using or consuming alcohol, illegal drugs or prescription medications that may affect their ability to drive. These prohibitions include circumstances in which the employee is temporarily unable to operate a vehicle safely or legally because of impairment, illness, medication, or intoxication.

D. There is no expectation that the use of such vehicle shall become a permanent arrangement, practice or otherwise a contractual obligation on the part of the WPCA and that the WPCA may unilaterally modify or discontinue the arrangement. In the event the WPCA determines to modify or discontinue the employee's use of the WPCA owned vehicle the modification is not a grievance and the Union expressly waives any right and relieves the City of any obligation to negotiate the impact of the City's determination in this regard.

E. Personal use of WPCA vehicles is prohibited without prior approval from the Executive Director or Administration Manager.

F. The City and the Union expressly acknowledge that this is the complete agreement on the subject of the use of WPCA owned vehicles and that any practice, written or oral understanding of any kind are superseded and replaced by the Terms of this Agreement.

ARTICLE XXII ACCESS TO JOBS, RECORDS, AND TIME RECORDS

Authorized representatives of the Union shall have reasonable 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 visiting employees regarding adjusting disputes, investigating working conditions and determining whether or not the terms of this Agreement are being adhered to as long as the visitation does not unreasonably interfere with WPCA operations.

ARTICLE XXIII UNION LEAVE

A. 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 Executive Director of WPCA or their designated representative. The Chief Steward and Union Steward shall provide reasonable advance notice to their supervisor for such union leave time. If the requested time off would unreasonably interfere with WPCA operations the time off shall be rescheduled to a mutually convenient time.

B. Not more than two (2) Union Stewards shall have time off, with pay, to discuss any grievance of general application to all employees with the Executive Director of the WPCA or their designated representative, or to attend any arbitration hearing. The Chief Steward and Union Steward shall provide reasonable advance notice to their supervisor for such union leave time. If the requested time off would unreasonably interfere with WPCA operations the time off shall be rescheduled to a mutually convenient time.

C. Employees designated by the Union to participate in collective bargaining negotiations shall be permitted time of without loss of pay to attend such collective bargaining sessions with city representatives. In no event shall the number of employees permitted time off

exceed five employees.

ARTICLE XXIV 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. The union's official representative shall have the right to post notices and other communications related to union business on bulletin boards maintained by the WPCA, which notices, and communications are not in violation of any local, state or federal statutes or ordinances.

ARTICLE XXV CITY PREROGATIVES

Except as provided otherwise in this agreement, all statutory and inherent managerial rights, prerogatives, and functions are retained and vested exclusively in the City, including but not limited to the rights, in accordance with its sole and exclusive judgement and discretion, to recruit, select, train, promote, transfer, layoff, discipline and discharge for just cause; determine the number and type of positions and organizational structure required to provide services; define the duties and responsibilities of each position and of each department; acquire and maintain essential equipment and facilities required to conduct the business of providing public services; contract for services with other units of government and/or private contractors for the provision of services to or by the City; provided that no bargaining unit Employees are laid off because of the use of private contractors, establish and amend policy, procedures rules and regulations regarding employee standards of conduct and the manner in which work is performed; perform the tasks and exercise the authorities granted by statute, charter and ordinance to municipal corporations. The City's failure to exercise any right, prerogative, or function hereby reserved to it, or the City's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the City's right to exercise such a right, prerogative or function or preclude it from exercising the same in some other way.

The City agrees that no work or services of the kind, nature or type presently performed by Union employees will be subcontracted (defined as transferred, leased, assigned or conveyed in whole or in part to any other plant, vendor, person or non-unit employee) unless said subcontractor, as successor employer, shall be bound by the terms and conditions of this Agreement.

This Agreement represents the complete collective bargaining agreement and full agreement by the parties in respect to rates of pay, wages, hours of employment and all other terms and conditions of employment which shall prevail during the term of this Agreement; and any matters or subjects not covered within this Agreement, have been satisfactorily adjusted, compromised, or waived by the parties for the term of this Agreement. Any agreements between the parties, either oral or in writing, not contained within this complete collective bargaining agreement shall be of no force and effect and deemed null and void upon the execution of the Agreement.

**ARTICLE XXVI
NO STRIKE PROVISION**

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 the employee 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.

**ARTICLE XXVII
DISCIPLINARY PROCEDURE**

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:

- A. Oral warning
- B. Written warning
- C. Suspension without pay
- D. Demotion
- E. Discharge

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

**ARTICLE XXVIII
GRIEVANCE AND ARBITRATION**

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 "B") within ten (10) working days after the grievance arose.

B. Step 2: If a satisfactory adjustment of the grievance is not affected with such immediate supervisor, 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 their designee, and the Executive Director of the WPCA, or their designee jointly, specifying the nature of the grievance and the section of the contract claimed to have been violated within seven (7) working days after meeting with the supervisor.

The employee and the Union's Business Representative or the Union Steward, shall then take the grievance up with the Director of Human Resources, or their designee and the Executive Director of the WPCA, or their designee, or the person designated by them to act on such grievance, and a decision thereon shall be given to the Business Representative in writing within ten (10) working days after termination of this meeting.

C. If any dispute shall arise between the Union and the City in connection with the construction, interpretation, validity, or performance of this Agreement, the matter shall be discussed at the request of either party between the Union's Business Representative and the Director of Human Resources, or the person designated by the employee to act with respect to such dispute within ten (10) working days after the dispute shall have arisen, who shall endeavor to agree upon a disposition thereon. Any dispute not settled as herein provided shall be submitted to the American Arbitration Association.

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 arbitration, within twenty (20) working days after meeting with the Director of Human Resources and Executive Director of the WPCA, or their designees, who shall hear the grievance according to its rules and regulations. The findings, decision, or award of the arbitrator(s) 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.

ARTICLE XXIX TRAINING FUND

The City agrees to allocate \$20,000 annually to a training fund of which \$5,400 shall be contributed to the IUOE Local 30 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 their 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 XXX 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, be demoted to a laborer, and be reevaluated by the EAP provider. The employee shall be required to allow the recommended treatment program and be subject to follow-up drug and alcohol testing. The employee shall not be eligible for any promotion or assignment that would require the employee to drive.

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

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

5. If the employee has not had a further violation of this nature for a period of five (5) years from the original discipline, then the employee's previous discipline shall not be used against the employee 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 IUOE Local 30 Union recognize that illegal use of drugs and abuse of alcohol are a threat to the public welfare and a safe work environment. Moreover, it is understood that illegal drug use and alcohol abuse severely lowers productivity and quality of work performed. Therefore, the 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. Except as provided otherwise in this Agreement or where required by federal or state law, testing shall only occur if reasonable suspicion to believe an employee is under the influence of illegal drugs, alcohol, or chemical substance while on duty. For purposes of this section, reasonable suspicion shall be defined as the quality of proof or evidence that is more than a mere hunch but less than probable cause and must be based on specific objective facts and any rationally derived inferences from those facts about the conduct of an individual that would lead the reasonable person to suspect that an individual is or has been using illegal drugs or abusing prescribed drugs or alcohol while on work time.

4. In the event that testing occurs:

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

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

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

d. The results, if positive, will be forwarded to the Medical Review Officer who shall examine alternate medical explanations for any positive test result. This action could include conducting a medical interview with the individual, review of the individual's medical history, or a review of any other relevant biomedical factors. The Medical Review Officer shall review all medical records made available by the tested individual when a confirmed positive test could have resulted from legally prescribed medication.

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

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

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

a. The first (1st) 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 (2nd) 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 (3rd) time, the employee shall be terminated.

6. If an employee voluntarily admits the employee 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 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 a 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 XXXI PAYROLL-MANDATORY ELECTRONIC DEPOSIT

Mandatory electronic deposit with electronic records shall be implemented for all employees. However, no employee shall be denied the right to receive paper statements unless the City is able to provide computer access to a digital statement at that employee's workplace.

ARTICLE XXII DURATION AND SCOPE

- A. This Agreement shall go into effect on July 1, 2021, 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, 2025. Either party wishing to renew, amend, or modify said contract must no notify the other party, in writing, accompanied by proposals for renewal or modification, no more than one hundred and fifty (150), nor less than one hundred and twenty (120) days prior to the expiration date of June 30, 2025.
- 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 the International Union of Operating Engineers Local 30.

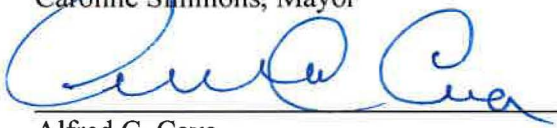
Signed the 23^d day of May, 2023

Signed the ___ day of _____, 2023

**THE CITY OF STAMFORD
WATER POLLUTION
CONTROL AUTHORITY**

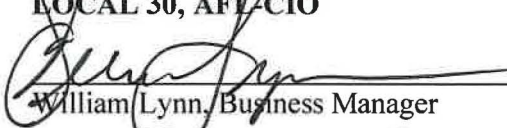


Caroline Simmons, Mayor

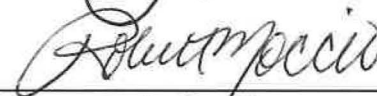


Alfred C. Cava,
Director of Human Resources

**INTERNATIONAL UNION OF
OPERATING ENGINEERS
LOCAL 30, AFL-CIO**




William Lynn, Business Manager



Robert Moccio, President



Kevin Cruse, Treasurer



Dana Sanders, Business Representative

SCHEDULE A

Salary Plan	Grade	Step	Hourly Rates						Projected Annualized Wages						
			7/1/2021 GWI 2.5%	7/1/2021 Merge Stipends	7/1/2022 GWI 2.5%	1/1/2023 Adjustment 2.5%	7/1/2023 2.5%	7/1/2024 2.5%	7/1/2021 GWI 2.5%	7/1/2021 Merge Stipends	7/1/2022 GWI 2.5%	1/1/2023 Adjustment	7/1/2023 2.5%	7/1/2024 2.5%	
Operator-In-Training															
OE40	12	A	\$27.5998		\$28.2898					\$57,408		\$58,843			
		B	\$28.1677		\$28.8719	\$28.8719	\$29.5937	\$30.3336		\$58,589		\$60,054	\$60,054	\$61,555	\$63,094
		C	\$28.8117		\$29.5320					\$59,928		\$61,427			
		D	\$29.4517		\$30.1880					\$61,260		\$62,791			
Mechanic-In-Training															
OE40	15	A	\$27.3888		\$28.0735					\$56,969		\$58,393			
		B	\$27.9215		\$28.6196					\$58,077		\$59,529			
		C	\$28.6612		\$29.3777					\$59,615		\$61,106			
		D	\$29.4643		\$30.2010	\$30.9560	\$31.7299	\$32.5231		\$61,286		\$62,818	\$64,388	\$65,998	\$67,648
Plant Operator I															
OE40	17	A	\$30.3488		\$31.1075	\$31.8852	\$32.6824	\$33.4994		\$63,126		\$64,704	\$66,321	\$67,979	\$69,679
		B	\$30.9213		\$31.6943	\$32.4867	\$33.2988	\$34.1313		\$64,316		\$65,924	\$67,572	\$69,262	\$70,993
		C	\$31.7738		\$32.5681	\$33.3823	\$34.2169	\$35.0723		\$66,089		\$67,742	\$69,435	\$71,171	\$72,950
		D	\$32.6310		\$33.4468	\$34.2829	\$35.1400	\$36.0185		\$67,872		\$69,569	\$71,308	\$73,091	\$74,918
Maintenance Mechanic I (Level I)															
OE40	18	A	\$35.7800		\$36.6745		\$37.5913	\$38.5311		\$74,422		\$76,283		\$78,190	\$80,145
Maintenance Mechanic I (Level II)															
OE40	18B	A	\$35.7800	\$35.9242	\$36.8223		\$37.7429	\$38.6864		\$74,422	\$74,722	\$76,590		\$78,505	\$80,468
Plant Operator II															
OE40	19	A	\$37.7768		\$38.7212		\$39.6892	\$40.6815		\$78,576		\$80,540		\$82,554	\$84,617
Maintenance Mechanic II															
OE40	19	B	\$38.0472	\$38.3357	\$39.2941		\$40.2764	\$41.2833		\$79,138	\$79,738	\$81,732		\$83,775	\$85,869

Salary Plan	Grade	Step	Hourly Rates						Projected Annualized Wages					
			7/1/2021	7/1/2021	7/1/2022	1/1/2023	7/1/2023	7/1/2024	7/1/2021	7/1/2021	7/1/2022	1/1/2023	7/1/2023	7/1/2024
			GWI 2.5%	Merge Stipends	GWI 2.5%	Adjustment 2.5%			GWI 2.5%	Merge Stipends	GWI 2.5%			
Lead Mechanic														
OE40	20	A	\$33.3115	\$33.7442	\$34.5878	\$35.4525			\$69,288	\$70,188	\$71,943	\$73,741		
		B	\$35.4538	\$35.8865	\$36.7837	\$37.7033			\$73,744	\$74,644	\$76,510	\$78,423		
		C	\$36.9982	\$37.4309	\$38.3667	\$39.3258			\$76,956	\$77,856	\$79,803	\$81,798		
		D	\$38.6151	\$39.0478	\$40.0240	\$41.0246			\$80,319	\$81,219	\$83,250	\$85,331		
		E	\$40.3153	\$40.7480	\$41.7667	\$42.8109	\$43.8811	\$44.9782	\$83,856	\$84,756	\$86,875	\$89,047	\$91,273	\$93,555
Plant Operator III														
OE40	20A	A	\$33.7540		\$34.5978	\$35.4628			\$70,208		\$71,963	\$73,763		
		B	\$35.8964		\$36.7938	\$37.7137			\$74,665		\$76,531	\$78,444		
		C	\$37.4409		\$38.3769	\$39.3363			\$77,877		\$79,824	\$81,820		
		D	\$39.0577		\$40.0342	\$41.0350			\$81,240		\$83,271	\$85,353		
		E	\$40.7578		\$41.7767	\$42.8212	\$43.8917	\$44.9890	\$84,776		\$86,896	\$89,068	\$91,295	\$93,577
Shift Foreman														
OE40	21	A	\$35.1853	\$39.9930	\$40.9928				\$73,185	\$83,185	\$85,265			
		B	\$37.4407	\$42.2484	\$43.3046				\$77,877	\$87,877	\$90,074			
		C	\$38.9741	\$43.7818	\$44.8763				\$81,066	\$91,066	\$93,343			
		D	\$40.7564	\$45.5640	\$46.7032				\$84,773	\$94,773	\$97,143			
		E	\$42.5315	\$47.3391	\$48.5226			\$49.7357	\$50.9791	\$88,465	\$98,465	\$100,927	\$103,450	\$106,036

APPENDIX "A"
CITY OF STAMFORD SICK LEAVE AND ATTENDANCE POLICY

A. 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.

B. Definitions

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

- a. Personal illness or injury that makes an employee unable to perform their job; or
- b. 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 their sick leave allotment/accumulation (i.e. the employee is not being paid for the absence or portion of the absence).

E. Criteria

- 1. For the purpose of this policy excessive sick leave is defined as:
 - a. Pattern of sick leave occurrences immediately preceding or following a weekend;
 - b. Pattern of sick leave occurrences preceding or following a holiday;
 - c. Any other pattern of occurrences;
 - d. 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 "B"
LIST OF SUPERVISORS FOR GRIEVANCE PROCEDURE

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

Water Pollution Control -- Administration Manager

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