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Union AFSCME (American Federation of State, County and Municipal Employees) AFL-CIO

Local 2657

Occupations Represented
Multiple occupations represented

Bargaining Agency City of Stamford

Agency industrial classification (NAICS):

92 (Public Administration)

BeginYear 1997 **EndYear** 2000

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Notes

Contact

Full text contract begins on following page.

Collective Bargaining Agreement

Between

The City of Stamford

and

Stamford Municipal Supervisory Employees Union
Local #2657 of
Council #4 of the American Federation of State, County and
Municipal Employees, AFL-CIO

Effective July 1, 1997 - June 30, 2000

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AGREEMENT

made by and between the City of Stamford (hereinafter referred to as the City) and the American Federation of State, County and Municipal Employees Local 2657 (hereinafter referred to as the Union).

WITNESSETH

That in order to increase general efficiency and maintain the existing harmonious relationship between the City and its Supervisors, it is hereby agreed as follows:

ARTICLE I

RECOGNITION

SECTION 1.0

The City hereby recognizes the Union as the sole and exclusive bargaining agent with respect to wages, hours and conditions of employment of all Supervisors as certified by the Board of Labor Relations in Decision No. 1748-A dated July 24, 1979, and as modified by Decision No. 3037 dated September 2, 1992.

ARTICLE II

UNION SECURITY

SECTION 2.0

The Employer agrees to deduct, from the pay of all existing and new employees (hired after the execution date) covered by this Agreement, who authorize such deductions from their wages, such membership dues as may be fixed by the Union. Employees electing not to be members of the Union shall pay as a condition of continued employment a service fee to the Union, which shall always be equal to the current rate of dues and initiation fees uniformly required of its members. Such deductions shall continue for the duration of this Agreement or by any extension thereof.

SECTION 2.1

The deductions shall be made weekly and shall be deposited in the Union's designated account. A list of employees from whose wages such deductions have been made will be provided to the Union.

SECTION 2.3

The Employer shall provide easily accessible space for the posting of official Union notices in all principle places of employment.

SECTION 2.4

The Employer shall provide each employee with a copy of this Agreement within sixty (60) days of approval of Agreement by the Board of Representatives. New employees shall receive a copy from the employer on or before their first day of work.

SECTION 2.5

The President shall be notified of all newly hired employees and their respective positions as soon as they have been hired.

SECTION 2.6

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 III

SENIORITY

SECTION 3.0

The Employer shall prepare a list of all full-time employees showing their seniority in length of service with the Employer and deliver the same to the Secretary of the Union on July 1st of each year. Upon completion of their probationary period, new employees shall be added to the list. The length of service of the employee with the Employer shall determine the seniority of the employee.

SECTION 3.1

The principle of seniority shall govern and control in all cases and matters relating to decrease in the work force, preference in assignment to stand-by and overtime, and vacation selection. Promotions shall be in accordance with the Merit System Rules of the City of Stamford as amended.

SECTION 3.2

The Employer shall notify, in writing, the Secretary of the Union immediately of any vacancies or new positions in the bargaining unit and shall post notice of the available position(s) on all bulletin boards within ten (10) days of the vacancy or establishment of new position(s).

SECTION 3.3

The probationary period will be of sufficient length to enable the appointing authority to observe the employee's ability to perform the duties pertaining to the position. The probationary period shall be three (3) months in the case of an appointment from a promotional list. In the case of a new employee, the minimum probationary period shall be six (6) months. Upon expiration of the minimum period for new employees, the employee will be deemed permanent unless the probationer and the Director of Human Resources are given written notice that the probationary period will be continued. The maximum length of the probationary period shall be one (1) year. Upon permanent appointment, the employees seniority shall be calculated from the date of hire.

SECTION 3.4

Layoffs shall be made among incumbents by classification, in order of seniority, in that particular classification within the Office. Before a full-time employee is laid off in any classification, all temporary, provisional, probationary, part-time and permanent part-time employees within that classification shall be laid off, in that order, from the same Office. An employee facing lay off may bump the least senior employee occupying the same classification. Any employee to be laid off shall have the right to revert to job classifications previously held for which they are qualified provided they have greater seniority than the employee occupying an equal or lower classification. Any employee so laid off shall be placed on the re-employment list for a period of two (2) years and shall be rehired in the event of a vacancy in the classification previously held for which the employee is qualified in reverse order to the layoff.

ARTICLE IV

HOURS OF WORK, OVERTIME AND PREMIUM PAY

SECTION 4.0

A. The normal days of work shall be Monday through Friday. For all employees, individual hours will be set by the employee's Director. Further, the number of hours of work and the length of the work day for salaried positions shall be dictated by the time necessary to complete the required work assignments.

B. All employees hired after July 1, 1997, who are designated hourly, will be required to work at least a thirty seven and one-half (37-1/2) hour work week.

SECTION 4.1

A. Employees covered by this Agreement are broken into two (2) categories: salaried (Appendix C) and hourly (Appendix D).

B. Hourly employees listed in Appendix D (excluding those designated below in Section C. below), will receive overtime, computed at the rate of one and one-half (1½), for hours actually worked in excess of their normal work hours listed in Appendix D. An employee may request to substitute compensatory time off in lieu of overtime payment, calculated at rate of one and one-half (1½) hours for each overtime hour worked. If a Department lacks the necessary funds, compensatory time will be substituted in lieu of overtime pay. The employee may accrue compensatory time up to the maximum allowed by law. All accrued compensatory time must be exhausted prior to an employee utilizing his/her vacation leave time.

C. Other hourly employees eligible for overtime (those designated in Appendix D with an asterisk *) will receive straight time for time actually worked between thirty-five (35) and forty (40) hours in any given week. An employee will receive overtime only after actually working forty (40) hours in a week. The overtime rate is one and one-half (1½) times the regular hourly rate. An employee may request to substitute compensatory time off in lieu of overtime, calculated at the rate of one and one-half (1½) hours for each overtime hour worked. If a Department lacks the necessary funds, compensatory time will be substituted in lieu of overtime pay. The employee may accrue compensatory time up to the maximum allowed by law. All accrued compensatory time must be exhausted prior to an employee utilizing his/her vacation leave time.

SECTION 4.2

Eligible employees working a second shift (one commencing after 2:00 p.m.) shall receive a shift differential of seven (7%) percent over their regular rates, and employees working a third shift (one commencing after 10:00 p.m.) shall receive a shift differential of twelve (12%) percent over their regular rates. No shift premium shall be payable for emergency call-outs, stand-by time, or overtime unless specifically provided herein.

SECTION 4.3

A. Call-Back. Eligible employees called into work after completion of his or her regularly scheduled work day, shift, shall receive a minimum of two (2) hours call-in pay at his or her regular overtime rate as defined in Section 4.1 above and Section 4.2 above.

B. Stand-By. The three (3) employees currently receiving stand-by that are specifically required by their Director, or his/her designee, to be on stand-by for a designated week, will continue to receive stand-by pay. The fifteen (15) hours stand-by pay will be considered compensation for the first ten (10) hours overtime worked. After which time the employees will receive additional overtime payments in accordance with the contract. Employees on standby are not eligible for the minimum call-back or differential. Upon the incumbents separation of employment, stand-by pay will no longer exist.

SECTION 4.4

Hourly employees as listed in Appendix D, will receive a fifteen (15) minute break in the morning and a fifteen (15) minute break in the afternoon. Breaks may not be connected to lunch or the end of one's shift.

ARTICLE V

HOLIDAYS

SECTION 5.0

The following shall be paid holidays:

- | | |
|-------------------------|--------------------------------|
| 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 Day |
| Fourth of July | Christmas Eve after 12:00 Noon |

Christmas Day

* Salaried employees only, have the ability, with the approval of their Director, to work up to three (3) of the designated holidays. In return for working, the individual will be permitted to “float” the holiday.

SECTION 5.1

Holidays falling on a Saturday shall be celebrated on the preceding day. Holidays falling on a Sunday shall be celebrated on the following Monday.

SECTION 5.2

Whenever the Mayor of Stamford or the Board of Representative declares a day as a holiday, commemorative day, or a day of mourning, it shall be a day off with full pay for the employees covered by this Agreement.

ARTICLE VI

VACATIONS

SECTION 6.0

A. Employees shall earn a maximum of twenty (20) days per year, accrued at the rate of one and two-thirds (1.66) days per month, until their twentieth (20th) year of service. Once an employee has reached twenty (20) years of service he/she shall immediately earn one (1) additional day per year for each year of service to a maximum of twenty-five (25) days of vacation. No probationary employee shall be eligible for the use of vacation, unless approved by their Director. Employees must receive written consent of their superior for vacation time off.

B. Employees hired after July 1, 1997 shall earn fifteen (15) days per year, accrued at the rate of one and one-quarter (1.25) per month. Once an employee has reached five (5) years of service, and for each year thereafter, he/she shall receive twenty (20) vacation days annually, accrued at the rate of one and two-thirds (1.66) days per month. Employees must receive written consent of their superior for vacation time off. An employee is not eligible to use his/her vacation until completing their probationary period, unless approved by his/her Director.

SECTION 6.1

Vacations shall be granted at the time requested by the employee. If the nature of the work makes it necessary to limit the number of employees on vacation at the same time, the employee with the greater seniority within the job classification in the department shall be given his/her choice of vacation period in the event of any conflict over vacation period.

SECTION 6.2

If a holiday occurs during the calendar week in which a vacation is taken by an employee, the employee's vacation period shall be extended one (1) day for each holiday.

SECTION 6.3

Employees shall be allowed to carryover up to forty-five (45) days of earned vacation leave at fiscal year end. However, they are only eligible for pay-out of a maximum of thirty (30) days upon separation of employment. The limit for maximum carryover may be exceeded with the approval of the employee's Director and the Director of Human Resources.

ARTICLE VII

LEAVE PROVISIONS

SECTION 7.0

A. Each employee will be credited with one and one-quarter (1-1/4) days of sick leave per month. Sick leave, if unused, may be accumulated to a maximum of one hundred fifty (150) days.

B. Employees hired after July 1, 1997, during their first year shall receive ten (10) days sick leave with pay computed on the basis of .833 days for each completed month of service. Each year thereafter, employees will receive ten (10) sick days per year, five (5) of which will go into the sick leave bank. Employees may apply for sick days beyond their personal bank in accordance with the MAA Sick Leave Bank. Employees may apply for sick leave days beyond their personal bank in accordance with Section 7.8 below. There shall be no maximum accumulation for sick leave days in an employee's personal

bank. Employees hired after July 1, 1997 will receive no pay-out for unused sick leave. Employees are not eligible to use sick leave until completion of their probationary period. C. All employees must make an effort to call-in and report absence due to illness, to his/her immediate supervisor prior to the scheduled start of his/her shift on each day that he/she is absent. In the event that is not possible, employees will notify their supervisor during the shift. When calling in, the employee will notify his/her supervisor if it appears that the absence may be extended and the length of the anticipated absence.

D. An employee promoted into the Stamford Municipal Supervisory Employees Union from another bargaining unit will have his/her accrued sick leave bank frozen and valued at the his/her rate prior to the promotion to the Stamford Municipal Supervisory Employees Union. Upon retirement, the employee will be paid for fifty percent (50%) of this accrued sick leave time, up to a maximum of seventy-five (75) days. Upon promotion, the employee will receive benefits as if he/she were a new hire under Section 7.0(B) above.

SECTION 7.1

The Employer shall provide each employee with a report of the days he/she has accumulated in accordance with Section 7.0 above on July 1st of each year.

SECTION 7.2

Upon retirement, employees hired before July 1, 1997 shall receive payment for one-half (1/2) the total accumulated sick leave on the basis of current wages. In the event of an employee's death, his/her estate shall receive the payment.

SECTION 7.3

Employees are entitled to up to five (5) consecutive working days funeral leave with pay at the time of death of a spouse, parent, child, grandparent, grandchild, brother or sister, and three (3) consecutive working days funeral leave with pay at the time of death of a father-in-law, mother-in-law, brother-in-law, or sister-in-law. At the discretion of the Department Head, where unusual circumstances and equity dictate, one (1) working day may be granted with pay at the time of death of any other relative not described in this section in order to attend the funeral of that person. Employees shall have the right to use five (5) days of accumulated sick leave in any year for the purpose of family illness.

SECTION 7.4

- a) Employees shall be entitled to full pay at current base rate for absence due to jury duty provided that reimbursement for same and regular pay together does not exceed employees regular wage. The employee shall give adequate notice to jury call so that an appeal to be excused from jury duty can be made.
- b) Injury Leave: Injury Leave, as distinguished from sick leave, shall mean paid leave given to an employee due to absence from duty caused by an accident or injury that occurred while the employee was engaged in the performance of his duties. Employees are covered by Worker's Compensation Act, and are paid stated amounts due to injuries sustained on the job. The Employer, in case of injury leave, shall supplement the payment of the statutory payment so that the employee will receive his/her net pay during the absence up to a maximum of six (6) months.

The maximum length of time an employee can be on workers' compensation and not performing his/her regular duties, shall be eighteen (18) months or when maximum medical improvement is reached, whichever is sooner. At that point in time, a determination will be reached as to whether or not the employee can perform the essential functions of the job.

- c) Modified/Light Duty: The City may assign a member who is on Worker's Compensation leave to modified or light duty consistent with the finding of the Worker's Compensation insurance carrier case evaluation and/or the City's PPO network physician. In doing so, the City may temporarily change the employee's schedule and/or assignments for the duration of the light/modified duty. The City reserves the right to limit the number of positions on restricted /modified duty. These assignments are intended to transition employees back to full duty and are not permanent in nature.
- d) Military Leave: An employee who is a member of the National Guard or Naval Militia, or of the military or naval forces of the United States and is required to undergo field training for a short period, will receive the difference between his salary and payment received from the government, exclusive of the travel allowance.
- e) Not more than two (2) Union Officials shall be allowed the required time without loss of pay to attend official Union conventions and conferences. The maximum time per year shall be limited to eight (8) days off per delegate.
- f) Any employee will be given time off with pay in order to attend a seminar, training session of the like which is in connection with his/her City position when requested to do so by his/her Department Head in writing or when approved by the Department Head, in advance, in writing that professional license or job duties requires attendance. Should the employee use his/her own automobile for this purpose, outside of the City of Stamford, the City will reimburse him/her at the

IRS rate per mile, plus toll fees, hotel charges and meals. If the employee travels by other means, he/she shall be reimbursed for the cost of the fare.

- g) Each employee shall be granted three (3) personal leave days per year to take care of personal business (eg., house closings, court appearances, school conferences, etc.). These days may not be used to extend a vacation or a holiday. Personal days may not be accumulated from year to year.

Effective July 1, 1997, in consideration for consolidating Washington's and Lincoln's Birthdays into President's Day, all existing employees will receive an additional personal leave day, bringing the total to four (4) per year. All employees hired after July 1, 1997 will not receive the additional personal day, but will be granted three (3) personal days as outline above. Employees promoted into the Stamford Municipal Supervisory Employees Union after July 1, 1997 will not receive the additional personal leave day.

SECTION 7.5

A regular employee, upon proper application in writing to, and upon written approval by the Department Head, may obtain a continuous leave of absence without pay for a period not to exceed three (3) months. At the expiration of such leave, the employee shall be reinstated in the service without loss of any of his rights, unless the position is no longer available due to a budgetary reduction in staff. Failure on the part of an employee to report promptly at the expiration of the leave of absence, except for satisfactory reasons submitted in advance, shall be a cause of dismissal. Leave of absence without pay, however, will not be granted until after all the employee's accumulative annual leave has been exhausted and if leave without pay is granted on account of sickness, until all his accumulative 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 three (3) month periods may be granted by the Director of Human Resources, but in no case shall the total period of time exceed two (2) years.

SECTION 7.6

Employees entering the Military Service of the United States shall be entitled to indefinite leave without pay.

SECTION 7.7

No employee shall lose any seniority standing because of any military service, including service in the National Guard or Organized Reservists.

SECTION 7.8

MAA Sick Leave Bank

- a) The “sick leave bank” is established to be used to provide additional paid sick leave for extreme hardship cases due to personal illness and/or personal injury and are not intended for casual use. Any employee 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 five (5) of their ten (10) annually allotted sick leave days assigned to the MAA Sick Leave Bank. Only employees who contribute to the bank are eligible to participate.
- b) A committee shall be established consisting of two (2) persons designated by the Union and two (2) persons designated by the City, and the Director of Human Resources, who shall act as chairperson. The committee shall develop procedures for applying and granting of sick leave from the bank. The committee shall: (1) require a doctor’s certificate regarding the illness; (2) limit to sixty (60) the number of days granted to any employee in any given fiscal year (per (d) below); (3) consider the seriousness, nature and projected duration of the illness or disability involved; and (4) consider the applicant’s prior record of sick leave use.
- c) The granting of any sick leave days shall be by majority vote of the committee members; the chairperson will vote only in the event of a tie vote. All votes shall be final.
- d) Any employee who has exhausted his or her sick leave may apply, in writing, to the Sick Leave Committee for a grant of sick leave from the sick leave bank. The number of days granted shall be determined by the committee but shall not exceed thirty (30) days. A written request for a second thirty (30) day grant may be submitted; however, the total number of days granted may not exceed sixty (60) days in a fiscal year.
- e) In no case will an employee receive a sick leave donation when absent due to a work-related injury.
- f) Days from the sick leave bank may not be granted to employees who are permanently unable to return to work or who are not able to return to work within the reasonably foreseeable future, as determined by medical evaluation.
- g) Employees who reach the current sick leave accumulation cap of one hundred and fifty (150) days will have all days earned in excess of 150 deposited in the sick leave bank.
- h) In the event a request is made that would result in a negative balance to the bank, the City will honor the request.

ARTICLE VIII

WAGES

SECTION 8.0

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

- i. Effective July 1, 1997 the pay rates in effect on June 30, 1997 will be increased by two percent (2%).
- ii. Effective July 1, 1998 the pay rates in effect on June 30, 1998 will be increased by two percent (2%).
- iii. Effective July 1, 1999 the pay rates in effect on June 30, 1999 will be increased by two and one-quarter percent (2.25%).

B. During the first pay period following July 1, 1998, employees covered by this Agreement will receive a lump sum payment in the amount of three-quarters of one percent (.75%) of his/her annual base salary as of July 1, 1998.

C. During the first pay period following July 1, 1999, employees covered by this Agreement will receive a lump sum payment in the amount of three-quarters of one percent (.75%) of his/her annual base salary as of July 1, 1999.

D. Pay for Performance

1. Workers Compensation Program

<u>Goal</u>	<u>Reward</u>
10-19% reduction in Citywide* Workers Compensation Costs	.5% Reduction in Pension Contribution for the year
20-29% reduction in Citywide* Workers Compensation Costs	.75% Reduction in Pension Contribution for the year
30% + reduction in Citywide* Workers Compensation Costs	1.0% Reduction in Pension Contribution for the year

* excluding police and firefighters workers compensation costs.

The Workers Compensation costs for fiscal year 1997-98 will be the “base” year for comparison purposes. The pension contribution reduction, if achieved, would be effective August 1, 1999 through June 30, 2000.

2. Performance Based Pay System

The Union and the City will each select two (2) individuals who together shall constitute a committee. The committee will meet to negotiate a “Performance Based Pay System”. The established system will award the bargaining unit, up to a maximum of a one percent (1%) reduction in pension contribution, for reaching performance based goals for fiscal year 1998/99. The pension contribution reduction, if achieved, would be effective August 1, 1999 through June 30, 2000.

SECTION 8.1

Employees temporarily assigned to perform the duties of a position in a higher classification for a continuous period in excess of two (2) weeks shall be compensated for the work at the higher rate in accordance with the rule governing a promoted employee set forth in paragraph three (3) of Appendix A herein.

If the period extends beyond July 1, and the employee was assigned to the position before April 1, the employee shall receive a step increment if there is a step increment provided in the salary schedule for the higher classified position.

SECTION 8.2

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

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

Payments as set forth above, shall be made in one payment each year in December. Pro rata payments shall be made upon termination.

SECTION 8.3

The City shall reimburse employees for mileage at the current IRS rate. Employees will submit a mileage log, provided by the City, on a monthly basis to be eligible for reimbursement. Additionally, employees will be reimbursed for parking fees, upon submission of receipt.

SECTION 8.4

1. In January of each year, the City and the Union will meet on demand from either party for the purpose of presenting requests to reallocate existing classifications from one salary grade to another.

As of January 30th of each even numbered year, either party may present up to two (2) such requests during January. In every odd numbered year, either party may present up to three (3) requests during January. Reallocation request, by either party, for specific classification may not be made more than one time in three (3) years.

2. In the event that the parties are unable to reach an agreement as to the proper salary grade for a classification within sixty (60) days of the request to reallocation, the issue shall be submitted to an independent arbitrator, who shall be knowledgeable and experienced in job evaluation.

After consideration of the evidence and arguments presented, the arbitrator shall issue a decision concerning the allocation of the classification within thirty (30) days from the close of the hearing. Such decision shall be final and binding on the parties. The parties agree that they shall share equally in the costs associated with the appointment of the arbitrator.

3. In the event that the parties agree to reallocate a classification from a lower salary to a higher salary grade or in the event that such a decision is made by an arbitrator as provided in 2. above, the implementation of the reallocation shall be on 1 July of the calendar year in which the reallocation request was submitted. For the purposes of this section, an employee who is not at the maximum step in grade on 30 June shall be granted a step increase prior to reallocation on 1 July. Step increases in the new grade shall not be granted until the following 1 July.
4. The parties agree that the effect of an approved reallocation to a higher salary grade, reached directly by the parties or as a result of a decision by an arbitrator under 2. above, will place the affected employee(s) at the step in the higher salary grade which is closest to but higher than the employee's rate of pay in the lower salary grade.
5. It is understood and agreed to by the parties that such a reallocation is not a promotion or demotion under the terms of the Collective Bargaining Agreement, Merit System Rules or City Charter, nor is it subject to the grievance procedure as provided in the Contract, nor is any reallocation reached either by agreement between the parties or by an arbitrator's award appealable to any administrative agency within the City of Stamford local government.

6. In the event that a position is reallocated from a higher salary grade to a lower salary grade, either by agreement between the parties or by a decision of the arbitrator as provided in 2. above, any person occupying such a position shall remain at the higher salary grade until such time as that person vacates the position.
7. It is agreed by the parties that in the event that more than one (1) person occupies a classification which is reallocated from a higher salary grade to a lower salary grade, that such decision, either reached directly by the parties or by an award of the arbitrator as provided in 2. above, affects and is binding on all incumbents in the classification
8. It is further agreed by the parties that if a classification with no incumbents is reallocated either from a higher salary grade, such reallocation, reached either by direct agreement between the parties or by an arbitrator's award as provided in 2. above, shall be effective immediately.
9. In the event that a classification is reallocated from a higher salary grade to a lower salary grade, the City shall fill vacancies that occur within that classification at the lower salary grade. It is expressly understood and agreed that this does not constitute a wage inequity and the Union will not advance any such claim on behalf of any member.

ARTICLE IX

DISCIPLINARY PROCEDURES

SECTION 9.0

The City of Stamford believes in a fair and progressive disciplinary process. All disciplinary actions shall be applied in a fair manner and shall not be inconsistent with the infraction for which the disciplinary action is being applied. The parties agree that certain violations may be of a more serious nature and the progressive steps of discipline outlined in Section 9.1 may not be adhered to in these cases.

SECTION 9.1

Disciplinary action shall normally include:

- a) oral warning
- b) written warning

- c) suspension without pay
- d) discharge

SECTION 9.2

All suspensions and discharges must be in writing with reason given and a copy given to the employee at the time of suspension or discharge.

SECTION 9.3

No employee shall be discharged or otherwise disciplined except for just cause.

SECTION 9.4

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

ARTICLE X

INSURANCE AND PENSION

SECTION 10.0 - Health Insurance

The City agrees to provide medical benefits for each eligible individual employed under the terms of this collective bargaining agreement, along with their enrolled eligible dependents, in accordance with a Point-of-Service (P.O.S.) plan design. The P.O.S. benefits provisions are set forth in Exhibit I attached to this Agreement.

An “eligible” employee is defined as an employee who works thirty-two (32) or more hours per week. Permanent part-time employees, hired after July 1, 1997, that work less than thirty-two (32) hours per week will only be eligible for individual insurance coverage. The health insurance benefits (excluding vision and dental) will be effective on the first of the month following the employees date of hire. Vision and dental insurance benefits will become effective the first of the month following ninety (90) days from the employee’s date of hire.

SECTION 10.1 - 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

Maximums

Annual Max	\$1,500/per covered dependent
Orthodontics	\$2,000 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)

SECTION 10.2 - Life Insurance

The City will provide each employee with a term life insurance policy in an amount equal to his/her annual salary rounded to the lowest thousand, at a cost to the employee of seven cents (\$.07) per week, per each thousand dollars of benefit. 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 elects to participate in this term life plan and who hereafter retires from the City. Non-participants are not eligible for such coverage upon retirement and may not enroll as a retired employee.

SECTION 10.3 - Retiree Insurance

A. Retiree Benefits

- i. Pre Age Sixty-Five (65): The City will make available a P.O.S. insurance plan, providing for 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.

ii. Post Age Sixty-Five (65): The City will provide supplementary coverage to Medicare, not including dental or optical, as outlined in the Summary Plan Description dated April 1996.

B. Retiree Costs

a. Cost to age 65: To receive medical coverage, the employee must pay one-third (33.33%) and the City will pay two-thirds (66.66%) of the cost of such P.O.S. plan.

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

SECTION 10.4 - 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.

B. The parties agree to consolidate the custodial and asset management of the CERF Plan, 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).

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 pension fund as provided by Article X of this agreement will be modified to provide for non-work related disability pension eligibility for individuals with ten (10) or more years of continuous service.

E. Employee contributions to the CERF shall be as follows:

1. Effective July 1, 1997 employees will contribute four and one-half percent (4.5%) of their annual salary to the CERF.

2. Effective July 1, 1998 and for each year thereafter, employees will contribute five percent (5%) of their annual salary to the CERF.

F. 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 age fifty-eight (58) with at least fifteen (15) years continuous service to the City.

G. The penalty for early retirement under the CERF for employees covered by this agreement shall be reduced from the current fifty-five one hundredths (.55) of one (1) percent per month to twenty-five one hundredths (.25) of one 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.

H. 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.

I. Effective July 1, 1997, the City will contribute to the CERF the amount actuarially necessary to fund the plan.

J. For an active member who, subsequent to January 1, 1996, 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. Payments under this provision will commence effective July 1, 1997.

K. Effective July 1, 1997 through August 31, 1997, an employee may elect, in writing to the Director of Human Resources, to “buyback” pension service credit for any full-time active military service in any of the branches of the United States Armed Forces. The maximum amount an employee is permitted to buyback will be thirty-six (36) months. An employee can only buyback military time in one month increments. An employee electing to buyback time under this provision will have to contribute to CERF a sum equal to five percent (5%) of his/her current monthly salary for each month of buyback. The employee must pay into the CERF, the full amount by June 30, 1999. The military service buyback will count towards vesting. Prior military service pension credit purchased, under other City bargaining unit agreements, or through prior agreements with this union, is excluded from this buyback option.

SECTION 10.5 - 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 10.6 - Waiver of Medical, Dental and Vision Benefits

An employee who is eligible for health benefits provided by the City and where such benefits are extended to his/her spouse and/or child(ren), the employee may voluntarily elect, subject to Section 125 of the Internal Revenue Code, to waive all medical/dental/vision benefits, and in lieu thereof, be remunerated an annual amount of seven hundred and fifty dollars (\$750), provided the employee has notified the Benefit Manager's Office during the enrollment period. In order to be eligible for this annual payment, the employee must provide evidence of similar coverage under another group health benefit program. If an eligible employee has waived his/her insurance benefits the previous year, and does not notify the Benefit Manager's Office of his/her selection for the coming fiscal year, the waiver will remain in effect. Payment for the waiver will be made in two (2) equal installments, six (6) months apart (January and July).

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

SECTION 10.7 - Employee Contributions

The medical and prescription drug benefit program provided by the City shall include a cost sharing by covered employees beginning in the fiscal year in which the cost of the Point of Service (P.O.S.) program exceeds the current cost to the City based upon a weighted premium equivalent rate for the comprehensive plan and the insured rate for the HMO plans in force. The current single rate determined by United Healthcare for the comprehensive benefit program is \$_____. The current single rate determined by PHS for the HMO benefit program is \$_____. The weighting of the rates are determined by the percentage of employees in the comprehensive program, 49.5%, and the percentage of employees in an HMO program, 50.5%. The current weighted employee cost to be set forth as the base for contribution initiation is \$_____ per month. The current projected

single rate (COBRA rate less 2%) for the P.O.S. program is _____. The Benefit Manager's Office shall obtain premium equivalent rates (COBRA rate less 2%) for single, two-person and family coverage from the vendor administering the P.O.S. program. The fiscal year in which the premium equivalent rate for a single individual exceeds \$_____, employees shall be required to contribute, pursuant to Internal Revenue Code Sec. 125, on a pre-tax payroll deduction basis five percent (5%) of the premium equivalent rate for their single, two-person (two [2] times single coverage), and family coverage (two and one-half [2½] times single coverage), respectively for the medical and prescription drug benefits effective July 1. 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.

SECTION 10.8 - Administration of Benefits

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

SECTION 10.9 - Flexible Spending Accounts

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

ARTICLE XI

WORKING RULES, UNION ACTIVITIES

SECTION 11.0

Time off with pay shall be granted to four (4) employees for purposes of negotiations with the Employer.

SECTION 11.1

If any section, sentence, clause or phrase of this Agreement shall be held for any reason to be inoperative, void or invalid, the validity of the remaining portions of this Agreement shall not be affected thereby, it being the intention of the parties in adopting this Agreement that no portion thereof, or provision herein shall become inoperative or fail by reason of invalidity of any other portion or provision and the parties do hereby declare that it would have severally approved of and adopted the provisions contained herein, separately and apart from the other.

SECTION 11.2

The City shall pay for tuition reimbursement up to a maximum of ten thousand dollars (\$10,000) per fiscal year for those employees meeting the requirements contained herein. Tuition and books reimbursement will be made only for courses taken at the request of the employee's immediate supervisor or manager and/or an employee for courses directly related to his/her current position or directly related to the qualification criteria for a higher related position within the bargaining unit. Such request and approval must be obtained prior to the individual enrolling for the course(s) and must be approved by the Director of Human Resources, and such decision shall be final and not subject to the Grievance and Arbitration Procedure. Requests may be approved or denied without regard to tuition reimbursement past practice. Reimbursement will be paid upon receipt of evidence of satisfactory completion of the course(s) with a grade of C or better. Probationary employees are not eligible for tuition and book reimbursement.

The City agrees to allocate fifteen thousand dollars (\$15,000) annually to a training fund. The fund will be administered by two representatives from the union and two representatives from the City. Requests for training must be approved by a majority 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 XII

GRIEVANCE PROCEDURE

SECTION 12.0

Step One: In the event that any employee shall be disciplined, suspended, discharged or reduced in grade and the employee feels that such action was taken without just cause or; in the event a dispute shall arise concerning the interpretation of performance of this contract, an employee or his Union representative may attempt to adjust the matter with his Department Head within ten (10) working days after the action was taken or the dispute arose. Within five (5) working days after the Department Head receives such grievance, he shall arrange to meet with the affected employee or his Union representative.

SECTION 12.1

Step Two: If within ten (10) working days after such meeting, the matter has not been resolved, the employee or his Union representative may present the grievance, in writing, to the Director of Human Resources, or his designee, who shall arrange a meeting within ten (10) working days of receipt of the grievance.

SECTION 12.2

Step Three: If within ten (10) working days after such meeting the matter has not been resolved, the Union representative may petition the State Board of Mediation and Arbitration for arbitration within twenty (20) days after the expiration of the said ten (10) days. The Board shall hear and act upon the matter in accordance with its rules and regulations and the decision of the Board shall be final and binding on all parties. The arbitrators may not add to or subtract from the contract, but their decisions shall be based solely on the terms of the contract.

SECTION 12.3

The procedures contained in this Article XII shall be the sole and exclusive procedures for settling disputes or appealing from disciplinary actions, suspensions, discharges, or

demotions. Nothing herein shall diminish the statutory rights of the Union or individual employees.

SECTION 12.4

The time limits described in this section may be waived by agreement of the parties to this Agreement.

SECTION 12.5

One (1) steward and the grievant shall be granted time off with full pay for grievance hearing at Step 1 of the grievance procedure. One (1) steward, one (1) officer, and the grievant shall be granted time off with full pay for grievance hearings at all subsequent steps if the grievance is not settled at Step 1.

ARTICLE XIII

ADA COMPLIANCE

SECTION 13.0

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

ARTICLE XIV

DRUG AND ALCOHOL POLICY

SECTION 14.0

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

ARTICLE XV

FAMILY AND MEDICAL LEAVE

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

ARTICLE XVI

MANAGEMENT RIGHTS

SECTION 16.0

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 judgment and discretion, to recruit, select, train, promote, discipline, transfer, layoff and discharge personnel; 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; 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.

ARTICLE XVII

DURATION

SECTION 17.0

Upon approval of the Board of Representatives of the City of Stamford this Agreement shall go into effect on July 1, 1997, except as otherwise provided for herein. It is understood that the retro-activity does not apply to overtime, premium time, differential, holiday or any payment other than basic wages and longevity.

SECTION 17.1

This Agreement shall remain in full force and effect up to and including June 30, 2000. 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.

SECTION 17.2

The Union shall submit in writing to the City, no later than one hundred and twenty (120) days prior to June 30, 2000 its proposals for renewal and modification of this Agreement. The parties agree that after receipt of such proposals they will promptly enter into negotiation with respect to such renewal or modification with the objective of completing same as soon as possible.

IN WITNESS WHEREOF, the parties have caused their names to be signed on the _____ day of _____, 1997,

FOR THE CITY OF STAMFORD

LOCAL 2657, COUNCIL #4
AFSCME, AFL-CIO

Dannel P. Malloy
Mayor

Sandra Dennies
President

H. James Haselkamp, Jr.
Director of Human Resources

Peter Lucia
Negotiating Team Member

Thomas Fava
Negotiating Team Member

APPENDIX A

**MAA SALARY SCHEDULE
2.0% INCREASE
EFFECTIVE 7/1/97**

	A	B	C	D	E	F	G
A01	34891	36557	38208	39861	41518	43169	44895
A02	37200	38956	40713	42474	44232	45990	47830
A03	39476	41368	43263	45153	47045	48941	50897
A04	41963	43974	45986	47996	50006	52017	54099
A05	44528	46641	48759	50876	52991	55104	57310
A06	47403	49671	51933	54205	56464	58733	61084
A07	50293	52676	55061	57447	59827	62214	64702
A08	53510	56027	58547	61068	63582	66100	68748
A09	56843	59525	62208	64887	67571	70253	73063
A10	60330	63145	65959	68776	71593	74404	77381
A11	64634	67556	70477	73398	76322	79244	82412
A12	68184	71386	74594	77797	80997	84216	87572
A13	72306	75701	79098	82496	85892	89287	92859
A14	76756	80360	83965	87572	91174	94780	98572

APPENDIX A

**MAA SALARY SCHEDULE
2.0% INCREASE
EFFECTIVE 7/1/98**

	A	B	C	D	E	F	G
A01	35589	37288	38972	40658	42348	44033	45793
A02	37944	39735	41528	43323	45117	46910	48786
A03	40266	42196	44129	46056	47986	49919	51915
A04	42802	44854	46905	48956	51006	53057	55181
A05	45419	47573	49734	51893	54051	56207	58456
A06	48352	50664	52972	55289	57593	59907	62305
A07	51299	53729	56162	58596	61024	63458	65996
A08	54580	57147	59718	62290	64853	67422	70123
A09	57979	60716	63452	66185	68922	71658	74524
A10	61537	64408	67279	70151	73025	75892	78929
A11	65927	68907	71886	74866	77848	80829	84060
A12	69548	72813	76085	79353	82617	85901	89324
A13	73752	77215	80680	84145	87610	91072	94716
A14	78291	81967	85645	89324	92997	96676	100543

APPENDIX A

**MAA SALARY SCHEDULE
2.25% INCREASE
EFFECTIVE 7/1/99**

	A	B	C	D	E	F	G
A01	36390	38127	39849	41573	43301	45024	46824
A02	38798	40629	42462	44298	46132	47965	49884
A03	41172	43145	45121	47093	49066	51043	53083
A04	43765	45863	47961	50058	52153	54251	56422
A05	46441	48644	50853	53061	55267	57471	59771
A06	49439	51804	54164	56533	58889	61255	63707
A07	52453	54938	57425	59915	62397	64886	67481
A08	55808	58433	61062	63691	66313	68939	71701
A09	59284	62082	64880	67674	70473	73270	76201
A10	62921	65857	68792	71729	74668	77600	80705
A11	67410	70457	73504	76551	79600	82647	85952
A12	71112	74452	77797	81139	84476	87833	91333
A13	75411	78953	82495	86039	89581	93122	96847
A14	80053	83811	87572	91333	95090	98851	102805

APPENDIX A

MAA SALARY SCHEDULE

RULES GOVERNING STEP MOVEMENT:

- 1) All employees who are employees of the City of Stamford upon becoming employees included within this bargaining unit shall be placed in step closest to but higher than their present rate of pay.
- 2) Effective July 1, 1980, and each year thereafter, employees shall advance one (1) step until they reach the highest step.
- 3) Promoted employees shall be placed in their new salary grade at a step which is closest to but greater than their present rate of pay. In the event that this placement results in less than a ten percent (10%) raise above their present rate of pay, then they shall be placed at the next higher step but not above the maximum for the salary grade.
- 4) Demoted employees shall be placed in the step closest to their current rate of pay.

Appendix B

City of Stamford Drug and Alcohol Policy

I. Policy

The City of Stamford and the 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 City and the Union will take steps necessary to eliminate illegal drug use and alcohol abuse, including but not limited to drug and alcohol testing, education and drug rehabilitation. As the initial goal of this Drug and Alcohol Policy, and in order to facilitate rehabilitation, the City shall provide assistance towards rehabilitation for any member who seeks such assistance from the City in overcoming an addiction to, dependence on, or problem with drugs and/or alcohol.

II. Definitions

- A. Alcohol or Alcoholic Beverages - Any beverage that has an alcohol content.
- B. Drug - Any substance (other than alcohol) capable of altering the mood, perception, pain level or judgment of the individual consuming it.
- C. Prescribed Drug - Any substance prescribed, for the individual consuming it, by a licensed medical practitioner.
- D. Illegal Drugs - Any drug or controlled substance, the sale or purchase and consumption of which is illegal.
- E. Supervisor - The employee's immediate supervisor.
- F. Employee Assistance Program (EAP) - An employee assistance program provided by the City of Stamford.
- G. Tardiness - Documented late four (4) times to work in one year starting on the date of the first occurrence.
- H. Drug Test - The compulsory production and submission of urine by employee in accordance with policy procedures as herein set forth, for chemical analysis to detect prohibited drug use.
- I. Reasonable Suspicion - The quantity of proof or evidence that is more than a mere hunch, but less than probable cause. Reasonable suspicion must be based on specific, objective facts and any rationally derived inferences from those facts about the

conduct of an individual that would lead the reasonable person to suspect that an individual is or has been using illegal drugs or alcohol while on or off work time. Reasonable suspicion includes, but is not limited to:

1. Involvement in an fatal or serious bodily injury accident or in an accident involving substantial damage (exceeding \$50,000.00) on-duty; or
 2. An observable phenomena, such as direct observation of drug/alcohol use or the physical symptoms of being under the influence of a drug/alcohol; or
 3. A pattern of abnormal conduct or erratic behavior; or
 4. An arrest and conviction of a drug related offense; or
 5. Information provided by reliable and credible sources that have been independently corroborated.
- J. Medical Review Officer - A licensed physician with knowledge of substance abuse disorders. This officer will be jointly agreed upon by the City and the Union.
- K. monitor - To oversee in strictest of confidence an employee progress in a rehabilitation program in an effort to determine employees eligibility for continued employment.

III. Education and Information

- A. All employees shall be informed and given a copy of the City's Drug and Alcohol Testing Policy. All newly hired employees will be provided with this information. Prior to any testing, the employee will be required to sign the attached consent and release form. Employees who voluntarily come forward and ask for assistance to deal with a drug or alcohol problem shall not be disciplined by the City, unless such action is motivated by an ordered drug/alcohol test, or there is other misconduct.
- B. All supervisors will be trained on the standards of "reasonable suspicion" and all aspects of this policy, prior to its implementation.

IV. Prior to Implementation of Policy

- A. Any employee that feels that he or she has developed an addiction to, dependence upon, or problem with alcohol and/or drugs, legal or illegal, is encouraged to seek assistance. Entrance into the Employee Assistance Program (EAP) can occur by self-referral, recommendation, or referral by supervisor upon the member's request.
- B. Requests for assistance by any of the above will remain confidential between the employee and the employee assistance personnel.
- C. The Medical Review Officer will be the only member to monitor an individual's progress through the Employee Assistance Program.

- D. Rehabilitation itself is the responsibility of the employee. Every attempt will be made by employees to schedule rehabilitation and counseling during non-working hours.
- E. To be eligible for continuation of employment, the employee must provide through the Employee Assistance Program that he/she is continuously enrolled in a treatment program and actively participating in that program.
- F. Upon successful completion of treatment, and a written statement to that effect to the Department, the member shall be returned to active status without reduction in pay or seniority.

V. Violations

A. Alcoholic Beverages

1. No alcoholic beverages will be brought into or consumed while on duty.
2. Drinking or being under the influence of alcoholic beverages while on duty may subject the employee to discipline, up to and including termination.
3. Any member whose off-duty use of alcohol leads the City to reasonably suspect that it is resulting in excessive absenteeism or tardiness or inability to perform duties in a satisfactory manner, may be referred to the Employee Assistance Program for rehabilitation in lieu of or in conjunction with disciplinary action being taken. In the event the employee refuses or fails rehabilitation, disciplinary action for the violation committed may be imposed, up to and including termination of employment.

B. Prescription Drugs

1. Any member under long term use of a prescription drug, which may affect the performance of his/her job duties, shall notify his/her Department Head.
2. No prescription drug shall be brought upon the work premises by any person other than the person for whom the drug is prescribed, by a licensed medical practitioner, and shall be used only in the manner, combination and quantity prescribed.
3. Any employee whose use of prescription drugs results in any violation of the rules and regulations of the City including, but not limited to, excessive absenteeism or tardiness, or inability to perform duties in a satisfactory manner, may be referred to the Employee Assistance Program for rehabilitation in lieu of or in conjunction with disciplinary action being taken. In the event the employee refuses or fails rehabilitation, disciplinary action for the violation committed may be imposed, up to and including termination of employment.
4. No employee shall ingest any prescription drugs in amounts beyond the recommended dosage.

C. Illegal Drugs

1. The use of an illegal drug, or controlled substance, or possession of them on or off-duty is cause for immediate termination.
2. The sale, trade or delivery of illegal drugs, or controlled substances by an employee to another person, will subject the employee to termination and referral to law enforcement authorities.

VI. Procedures

The procedures relative to employees thought to be using, possessing, or under the influence of alcohol or chemicals while on-duty shall be as follows:

- A. All employees shall report to their places of employment fit and able to perform their required duties and shall not by any improper act render themselves unfit for work.
- B. A supervisor who has reasonable suspicion to believe an employee is under the influence of drugs, alcohol, or chemicals, shall immediately notify the Department Head or the highest authority in the department available and stop the employee from conducting any further work.
- C. Both the immediate supervisor and the Department Head, if available, will interview the employee. After the interview, if both supervisors concur that there is reasonable suspicion that the employee is under the influence of alcohol, drugs, or chemicals, the employee shall be taken to the facility at the time which does a urine analysis, or can have the testing lab send a person qualified to take a urine specimen into custody, to the station where the employee is assigned. The employee upon request, shall be entitled to the presence of a Union Representative before testing is administered.
- D. Both supervisors shall document reasons and observations while the cause is still fresh in their minds and the details can be recalled.
- E. If an employee believes his/her supervisor may be under the influence of drugs, alcohol, or chemicals, he/she shall immediately notify the individual's superior officer in the chain of command. The individual believed to be under the influence shall be governed by the same rules and standards set forth under this policy.
- F. If the employee is willing to sign the appropriate release form, the lab or urine specimen custodian shall retrieve in a proper manner and place the urine specimen and shall perform a drug and alcohol test.
- G. It should be made clear to the employee before he/she signs the release form that the results will be made available to the Department head and may be used for rehabilitation and/or disciplinary action of the employee.

- H. If the employee refuses to submit to the test, the test result shall be deemed “positive” and appropriate disciplinary action will be taken.
- I. The results, if positive, will be forwarded to the Medical Review Officer who shall examine alternate medical explanations for any positive test result. This action could include conducting a medical interview with the individual, review of the individual’s medical history, or review of any other relevant biomedical factors. The Medical Review Officer shall review all medical records made available by the tested individual when a confirmed positive test could have resulted from legally prescribed medication.
- J. A split sample shall be reserved in all cases for an independent analysis in the event of a positive test result. All samples must be stored in a scientific acceptable preserved manner as established by _____. All positive confirmed samples and related paperwork must be retained by the laboratory for at least six (6) months or for the duration of any grievance disciplinary action or legal proceedings, whichever is longer. At the conclusion of this period, the paperwork and specimen shall be destroyed as allowed by law.
- K. Upon the confirmation of a positive test result, the employee shall be enrolled in a Primary Care Rehabilitation Program. The Director shall be notified. The type of treatment and the length of the program shall be determined jointly by the Director of the Employee Assistance Program (EAP) and the facility providing the care. Any and all costs incurred above and beyond that which is covered by the employee’s insurance policy shall be paid for by the City of Stamford.
- L. If confirmatory testing results are negative, all samples shall be destroyed and records of the testing expunged from the employee’s file, as allowed by law.
- M. During the rehabilitation period, an employee’s position shall be protected, further seniority shall not be infringed. This protection shall only be available to employees during rehabilitation periods.
- N. The primary care program shall make the determination as to the time and program of after-care (out patient care) needed by the patient. The City of Stamford shall incur all expenses after exhaustion of all medical insurance.
- O. Rejection of treatment, or failure to complete all aspects of the program, including attendance to all follow-up maintenance meetings shall subject the employee to termination.

VII. Discipline

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

- A. The first positive test will result in a three (3) day unpaid suspension with a mandatory referral to EAP. A treatment program will be developed by the provider. The employee shall be obligated to continue and complete the requirements of the program as a condition of continued employment. The employee shall also be subject to random testing over the next two (2) years, or as required by the rehabilitation program, whichever is longer.
- B. If the employee tests positive for a second time, the employee shall be suspended for five (5) days and be re-evaluated by the EAP provider. The employee shall be required to follow the recommended treatment program and be subject to follow-up drug and alcohol testing.
- C. If an employee tests positive for a third time, the employee shall be terminated.
- D. This agreement does not limit the City's ability to impose more severe discipline, up to and including termination, for underlying misconduct beyond the positive drug and alcohol test.
- E. If the employee refuses to take the test, or does not show up for the test, it will be considered a positive test for the purpose of this agreement.

VIII. Random Testing

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

IX. Laboratory

- A. The City shall use a NIDA certified lab. For the purposes of determining a positive test under the provisions of this policy, the cutoff levels/values shall be set by _____.
- B. The City will be required to keep the results confidential and it shall not be released to the general public, unless ordered by the courts.

X. Changes in Testing Procedures

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

XI. Right of Appeal

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

XII. Union Hold Harmless

This drug and alcohol testing program was initiated at the request of the City. The City assumes sole responsibility for the administration of this policy and shall be solely liable for any legal obligations and costs arising out of the provisions and/or application of this collective bargaining agreement relating to drug and alcohol testing.

The Union shall be held harmless for the violation of any worker rights arising from the administration of the drug and alcohol testing program.

The individual members of the Union will be solely responsible for their individual actions.

Appendix C

Salaried Employees

Accountant - Board of Education
Administrative Officer - Police Department
Assistant Administrator - Smith House
Assistant Supervisor - Liquid Waste
Director of Emergency Services
Director of Environmental Health
Director of Housing Code
Land Use Administrator
Administrative Services Bureau Chief
Capital Projects Administrator
Director of Community Development
Customer Relations Bureau Chief
Data Base Administrator
Executive Director - Land Use Bureau
Fleet Manager
Laboratory Director
Principal Planner
Supervisor of Highways
Director of Nursing - Smith House
Chief Building Official
Director of Grants
Director of Nursing - Public Health
Purchasing Agent
School Facilities Manager
Assessor
Budget Director
City Engineer
Controller
Facilities Manager
Information Services Director

Manager - Internal Audit
Manager of Information Services
Supervisor of Liquid Waste
Supervisor of Solid Waste
Traffic Engineer
Director of Planning and Zoning
Public Services Bureau Chief
Risk Manager

Appendix D

Hourly Employees

Thirty-Five (35) Hour Work Week

Deputy Registrar of Voters
Assistant Director of Food Services
Assistant Program Director - Smith House
Economic Development Specialist
Assistant Town Clerk
Buyer
Personnel Analyst I
Director of Emergency Management
Director of Social Services
Director of Volunteers - Smith House
Director of Youth Services
Director SHAPE - Health Department
Ice Rink MTCB
Physical Therapist - Smith House
Tree Supervisor
Administrative Assistant - BOE
Office Manager - Smith House
Program Director - Smith House
Deputy Tax Collector
Director of Food Services
Director of Maintenance and Housekeeping
Executive Assistant - Corporation Counsel
Ice Rink Manager
AIDS Program Coordinator*
Computer Networker*

Computer Systems Analyst*
Coordinator Inspector*
Operations Supervisor - Lines and Signs*
Payroll Supervisor*
Planning and Inspecting Coordinator*
Systems Programmer/Technical Analyst*
Accountant*
Benefits Manager*
Customer Service Supervisor*
Internal Auditor*
Personnel Analyst II*
Recreation Services Coordinator*
Tax Collector*

Thirty-Seven and One-Half (37½) Hour Work Week

Operations Supervisor - Solid Waste*
Operations Supervisor - City Garage*
Operations Supervisor - Town Yard*
Operations Foreman
Operations Program Specialist
Superintendent of Greens
Supervisor of Refuse*
Supervisor of Vehicle Maintenance*
Golf Course Manager*
Chemist*

Forty (40) Hour Work Week

Assistant Director of Nursing*

* These employees receive overtime in accordance with Article 4.1, Section C.

Employees hired into hourly positions after July 1, 1997 will be required to work the hours outlined in Article 4.0, Section B.

