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**IDnum** 337    **Language** English    **Country** United States    **State** CT

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

**Local** 465

Occupations Represented
Registered nurses

**Bargaining Agency** City of Stamford

**Agency industrial classification (NAICS):**

92 (Public Administration)

**BeginYear** 2000    **EndYear** 2002

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**Notes**

**Contact**

**Full text contract begins on following page.**

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**AGREEMENT**

**between**

**THE CITY OF STAMFORD**

**and**

**CITY OF STAMFORD REGISTERED NURSES  
LOCAL #465 OF COUNCIL#4  
AFSCME, AFL-CIO**

**July 1, 2000 - June 30, 2002**

## **WITNESSETH**

AGREEMENT made by and between the CITY OF STAMFORD, (hereinafter referred to as the City) and LOCAL 465 OF COUNCIL #4, AFSCME, AFL-CIO, REGISTERED NURSES OF THE CITY OF STAMFORD (hereinafter referred to as the Union).

### **ARTICLE I - RECOGNITION**

A. The City recognizes and acknowledges that the Union is the exclusive bargaining agent with respect to wages, hours and working conditions of all registered professional nurses, except supervisors, employed by the City on a regular full time basis (including part-time nurses who work more than 20 hours per week), including those hired by the Health Department pursuant to Public Act 481 of July 1, 1968, (Connecticut General Statutes Section 10-217a) to provide nursing services to private schools (hereinafter referred to as 481 Nurses), except those excluded under Section 7-467(2) of Act 159, Laws of 1965 as amended; and except seasonal, substitute and temporary employees; all such nurses other than those excepted being hereinafter referred to as the employees.

B. Full time nurses as referred to herein are those employees regularly working on an agreed upon full work week of not less than twenty (20) hours per week.

C. Part time employees will not be hired to fill full time positions except to meet staffing needs at Smith House.

### **ARTICLE II - HOURS OF WORK**

A. School Nurses and 481 Nurses shall be required to work a total of 182 days per school year, 180 of which shall be the regular school calendar for students, the public school nurses shall work the public school calendar, and the private school nurses shall work the private school calendar, and the remaining two of which shall be days immediately preceding or immediately following or a day for kindergarten registration as the City may determine from year to year.

If additional school days are added to the calendar, Nurses required to work shall be paid for such days at the per diem rate.

B. The regularly scheduled hours of nurses at the Smith House Skilled Nursing Facility (hereinafter referred to as Smith House) shall be 40 hours per week inclusive of one-half (1/2) hour paid meal period.

C. Afternoon, night and weekend shifts shall be continued in effect during the term of this Agreement. No employee shall be employed on a "split-shift"; i.e., a shift in which there are two (2) regular working periods in a day separated by a period in excess of one (1) hour for a meal. Notwithstanding the foregoing, it is understood that, except in case of emergencies where the City has made reasonable efforts to staff Smith House and has been unable to do so, Smith House nurses shall only be required to work on alternate weekends.

D. The School Nurses and Public Health Nurses shall work a 35-hour work week. The normal work day shall be seven (7) work hours. It is understood that if a nurse works during her lunch period; i.e., answers the phone, sees patients, performs desk work or other duties during the lunch period, such time shall be considered time worked. The nurse shall have the option to decide whether or not she shall work through the lunch period. It is understood that one or two nurses in the Health Department must cover each day until the office closes at either four or four-thirty on a fair rotating basis. Public Health Nurses will stagger their lunch periods so as to provide additional coverage at the Health Department during the lunch period.

**ARTICLE III - SALARIES**

A. The wage rates and effective dates for all employees shall be set forth in the appendix entitled "Salary Schedules" attached hereto and made part of this Agreement (Appendix A).

1. Effective July 1, 2000, employees covered by the agreement will receive a three percent (3%) wage increase.
2. Effective July 1, 2001, employees covered by the agreement will receive a three percent (3%) wage increase.

B. Each employee covered by this Agreement shall receive annual longevity payments in accordance with the following schedule:

<u>Years of Service</u>	<u>Amount</u>
10	\$350.00
15	\$450.00
20	\$550.00
25	\$700.00

Longevity payments will be made lump-sum during the month of December each year. Longevity will continue to count towards the employee's pension in calculating base salary. An employee, who will be eligible for longevity during the fiscal year, will receive his/her longevity in December (ex. Employee with ten years as of February 20<sup>th</sup> during the fiscal year, will receive longevity pay in December, two months earlier. Conversely, an employee who reaches ten years as of August 20<sup>th</sup> will receive longevity in December, four months later).

C. Upon hire, an employee will be placed in a step not to exceed the maximum step on the salary grade to which the employee has been hired in accordance with the following:

NURSING EXPERIENCE

STEP PLACEMENT UPON HIRE

Less than one (1) year in public health nursing, school nursing or extended care or geriatric nursing.

Step 1.

Less than two (2) years in nursing other than public health nursing, school nursing or extended care nursing.

Step 1.

One (1) or more years in public health nursing, school nursing or extended care or geriatric nursing.

Step 2, plus an additional step for each full year beyond one (1) year.

Two (2) or more years in nursing other than public health nursing, school nursing or extended care or geriatric nursing.  
years.

Step 2, plus an additional step for each two (2) full

D. The City shall reimburse an employee for the full cost of tuition and books for job or promotion related education upon a showing that the course has been successfully completed. Before undertaking such education for which reimbursement will be requested, the employee shall obtain acquiescence from his supervisor in writing, or in the event of disagreement, from the Director of Human Resources that such education is in fact job or promotion related.

E. 1. Each employee who has or obtains hereafter, an advanced degree, will receive a payment in accordance with the following schedule:

<u>Degree</u>	<u>Amount</u>
Three (3) full years of credits towards a B.S./B.A. degree from any accredited university	\$ 400.00
B.S. degree from an accredited university	\$ 700.00
Master's degree (M.S., M.A., or Master of Public Health) from an accredited university	\$1100.00

The additional salary rates provided for above shall become effective the February or September following the completion of the educational requirement referred to, whichever is the earlier, upon verification by the institution attended.

2. Effective July 1, 2001, each employee who has or obtains hereafter, an advanced degree, will receive an annual payment in accordance with the following schedule:

<u>Degree</u>	<u>Amount</u>
Three (3) full years of credits towards a B.S./B.A. degree from any accredited university	\$ 500.00
B.S. degree from an accredited university	\$ 800.00
Master's degree (M.S., M.A., or Master of Public Health) from an accredited university	\$1200.00

Lump sum payments under this section will be made each December. Educational payments will continue to count towards the employee's pension in calculating base salary. The additional salary rates provided for above shall become effective the December following the completion of the educational requirement referred to, upon verification by the institution attended.

3. In-service educational credits shall be included in the credits to be counted towards the three-year requirement referred to above to the extent that such credits are accepted by a university which the employee is attending or has attended, as counting towards the granting of the B.S. degree.

4. Employees hired after July 1, 1997 will only be eligible for education incentive if the degree, and/or credits, is in a nursing related field.

5. Each nurse who obtains a certification from the American Nursing Association (ANA) in gerontology, school nursing or community health nursing will receive an additional two hundred dollars (\$200.00) per year for each certification. Said payments will be made to Public Health and Smith House nurses during the month of December.

F. Any employee taking a course qualifying for additional compensation credit under Section E above shall, if attendance at such course requires it, be entitled to reasonable time off (not in excess of 20 minutes) at the end of any day on which the employee is attending such course.

G. The weekly wages of School and 481 Nurses provided for herein shall be paid in 42 weekly installments during the school year. The first installment shall be paid on the first Friday after school begins.

H. The weekly wages of the other Nurses provided for herein shall be paid in 52 weekly installments throughout the year.

I. Employees working a regular schedule of at least 20 hours per week, but less than 40, shall be paid a pro-rata portion of the above rates depending on the number of hours

customarily worked by full time employees in the same department. Upon transfer to full time employment, such employee's hourly rate shall remain as it was at time of transfer.

J. Any staff Nurse or Unit Coordinator at Smith House required to work temporarily as Head Nurse shall be paid for such work at the rate specified for Head Nurse. Any other nurse required to perform the work of her supervisor shall be paid at the rate being paid to such supervisor. The supervisor or department head shall designate the nurse required to act for her in any absence and such designation shall not be changed without good cause.

K. Smith House Nurses working on Saturday shall receive a weekend differential of ten percent (10%) over their regular rate for all hours worked on Saturdays. Smith House Nurses working on Sunday shall receive a weekend differential of fifteen percent (15%) over their regular rate for all hours worked on Sundays.

L. Smith House Nurses working the afternoon or night shift shall receive a differential of twelve percent (12%) over their regular or weekend rate as the case may be, for all hours worked on such shifts.

M. An employee shall be compensated at one and one-half (1½) times his or her regular straight time hourly rate for:

- (1) any time worked immediately preceding or immediately following the normal work day in excess of eight (8) hours in any day;
- (2) for time worked when the employee is called back to work after completion of a regular day's work, at a minimum of two (2) hours;
- (3) for any work performed on Saturday or Sunday, if the employee's regular work week is Monday through Friday; and
- (4) for all hours worked after working forty (40) hours in any week.

N . Overtime will be distributed in the following manner:

1. School and Community Health Nurses: Overtime will first be offered to the employee at the site of the overtime opportunity. Should the employee at the site refuse the overtime assignment, the overtime opportunity will be offered by rotation, from a list of all School Nurses, for School overtime, and a list of Community Health Nurses for Community Health overtime. Employees who refuse the overtime will go to the bottom of the overtime list. Should no nurse accept the overtime, the mandatory overtime assignment will be filled by rotation, beginning with the least senior nurse in the respective group (School and Community Health).
2. Smith House Nurses: Overtime assignments will be offered to permanent part-time nurses and full-time nurses, by rotation from a list. Employees who

refuse the overtime will go to the bottom of the overtime list. Should no permanent part-time or full-time nurse fill the overtime, the mandatory overtime assignment will be filled by rotation, beginning with the least senior nurse.

O. The City continues to reserve its right to fill scheduled vacancies as is the current practice.

P. Employees required to cover both house and floor or two (2) floors shall be compensated at one and one-half (1-1/2) times their regular rate of pay for all such work.

Q. If an LPN who is working for the City succeeds in reaching the status of RN and is to continue to work for the City as an RN, she/he shall be placed in the Nurses' salary grade at the step next higher to the salary which she is earning as an LPN.

R. 1. The following four (4) professional assignments will exist under the current Staff Nurse (RN) classification. These assignments will include:

RN/Quality Assurance Coordinator; RN/Infection Control Coordinator;  
RN/Resident Care Coordinator; and RN/Staff Development Coordinator.

2. These professional assignments will be either full-time, permanent part-time or part-time assignments, at the discretion of the Executive Director/Administrator. Assignment to these professional assignments will be made in accordance with section 3 below.

3. The assignment to the professional assignments listed above in Section 1, will be posted for a period of five (5) days, in accordance with Article IV, Section S. Any Staff Nurse or Unit Coordinator interested in the assignment will inform the Executive Director/Administrator of their interest by the close of the five (5) day posting period. Upon receipt of all interested candidates, the Executive Director, in her sole discretion, will select the most qualified candidate. In the event there are candidates of equal qualifications, the candidate with the greater seniority will be selected for the assignment. In the event an individual who holds the position of Unit Coordinator is equally qualified as another candidate, the individual who holds the position of Unit Coordinator will be given preference to the assignment, regardless of seniority. Any individual assigned to one of the four professional assignments listed above will go through an orientation period for a minimum of two (2) weeks.

4. In the event there are no qualified candidates, or no internal candidates show interest in the assignment, the Executive Director can assign any individual (RN or UC) to the assignment on a temporary basis, not to exceed one hundred and twenty (120) days. This maximum assignment can be extended by mutual agreement.

5. Individuals holding the assignments listed in Section 2 above, will not be routinely assigned to resident care functions, except in cases of emergency. Furthermore, these



individuals will not be required to work overtime, once again except in cases of an emergency.

6. Employees assigned to one of these four professional assignments may volunteer to work the holiday rotation as a Staff Nurse and will be compensated at the Staff Nurse rate for this time.
7. Any individual who is assigned to one of the assignments listed in Section 2 above, will be paid at the assigned rate set forth in Appendix A, an increase in their hourly rate in the amount of one dollar and thirty-four cents (\$1.34). An individual will be paid at their corresponding step, such that an individual at Step 4 as a Staff Nurse will be paid the Step 4 rate for the assignment. This differential will not be paid if the individual works overtime outside of the professional assignment (i.e. regular Staff Nurse assignment), unless said assignment is mandatory, at the request of the Executive Director, or his/her designee. Furthermore, an individual who holds the position of Unit Coordinator will not be eligible for this differential for any reason.
8. In the event an individual is mandated by his/her supervisor to work beyond the end of their regular shift (a continuation of the shift) or as a result of an emergency as outlined in section 5 above, they will have the additional \$1.34 calculated in their overtime rate.
9. The work schedule of these assignments will normally be Monday through Friday, 8:00 a.m. to 4:00 p.m., except that this schedule may change due to operational needs, as determined by the Executive Director of the Smith House.

S. In the event the City perceives the possibility of an emergency situation requiring the opening of shelters and the presence of an RN, the City will give the assigned RN a pager. Call back due to an emergency will begin at the time the employee responds to the page. There will be a minimum call-back of two (2) hours.

T. In the event the State of Connecticut mandates CEUs for licensure requirements, the City agrees to impact bargain over the issue.

#### **ARTICLE IV -MISCELLANEOUS PROVISIONS CONCERNING EMPLOYMENT AND DISCHARGE**

A. Confirmation of appointment and salary shall be in writing and given to each employee and each new employee will be properly oriented for the first tour of duty by a regularly scheduled nurse or supervisor.

B. A copy of this Agreement shall be available in the Office of the Supervisor of each department covered by this Agreement and in the City's Personnel Department and the City will furnish copies of the Agreement to all employees covered by it.

C. Time for participation in educational institutes, workshops or meetings and in-service programs which will improve the individual's on-the-job performance shall be granted on a rotating basis subject to the necessity for the efficient operation of the departments. The City agrees to provide a minimum of twelve (12) hours of in-service education per contract year. Smith House Nurses who participate in in-service programs which are scheduled at a time when they are normally off-duty shall be granted compensatory time off equal to the time spent at such program.

D. The City will advise all newly employed nurses at the time of their employment that the Union is their bargaining representative and will notify the Union in writing monthly of the name and address of each new registered nurse. The City recognizes the right of any nurse to become a member of the Union and will not discourage, discriminate or in any other way interfere with the right of any nurse to become and remain a member of the Union.

E. Every employee hired after the date of execution hereof shall become a member of the Union, as a condition of continued employment. All such employees and all present employees who are members of the Union on the effective date of this Agreement and all employees who become members of the Union hereafter shall remain members of the Union in good standing by the payment of their regular dues for the term of this Agreement.

F. The City shall deduct Union dues from the earned wages of each employee in such amount as determined by the Union, provided that no such deductions shall be made from any employee's wages except when authorized by them in writing. All sums so deducted shall be sent quarterly to the Union office with a record of the amount and the names of those for whom deductions have been made. The Union agrees to indemnify and hold harmless the City for any loss or damage arising from the operation and execution of this Article.

G. All new employees shall serve a probationary period of six (6) months. Upon completion of the probationary period, the seniority of such new employees shall date from the date of hiring.

H. Seniority shall be defined as total length of service with the City of Stamford as a Registered Nurse. It shall be calculated from the date of hire in any or all of the following four divisions by this Agreement:

1. Public Health;
2. Public Schools;
3. Private and Parochial Schools;
4. Smith House.

I. Longevity, vacations and any other applicable benefits shall be calculated in accordance with total length of service with the City of Stamford as defined herein. Employees will receive service credit for longevity purposes for full-time and permanent part-time service, but not for part-time service. Seniority, as defined herein, shall govern in all cases of transfers between divisions, provided, the employee seeking the transfer is on the appropriate eligibility list for the division to which she seeks transfer, filling of vacancies, layoffs and recalls. Seniority shall be applied in each of these cases by division as herein provided, except for layoffs and recalls. In the case of layoffs and recalls there shall be the following two (2) district and separate seniority lists. One list shall consist of Smith House Nurses. The other list shall consist of Public Health, Public Schools, Private and Parochial School Nurses.

J. The City shall provide the Union President with an up-to-date seniority list each calendar year on or before January 10. The list shall be kept current by providing the Union with a notification at the time of hire of any new employee and month of transfer, terminations and completions of probationary period. Seniority, as defined herein shall govern in all cases of layoff and recalls shall be made in reverse order of layoffs.

K. A two-week written notice of resignation shall be given by any nurse wishing to resign and a two-week written notice will be given by the City in the event of a layoff.

L. The City shall endeavor to grant any reasonable requests of School Nurses for work assignments for the following school year received prior to the close of any school year and, all other factors being equal, seniority in the school system shall be the determining factor in making such assignments. Prior to the commencement of each school year, but not after August 1, the City shall furnish each such employee with her program and assignments for the year and shall not arbitrarily change the same during the year. It is understood, however, that changes in such programs and assignments may be required and made as a result of changes in pupil enrollment absence, or shortage of employees or causes beyond the control of the City.

M. Notice of any vacancy in the position of a School Nurse shall be given to all School Nurses either by mail and/or by appropriate bulletin board posting. School Nurses desiring to fill such vacancy shall promptly notify the office of the Director of Health. In no event shall such procedure be required for more than one (1) additional vacancy resulting from a transfer to fill an initial vacancy; i.e., there shall be one posting for the initial vacancy and the resulting vacancy. All subsequent vacancies need not be posted. All other factors being equal, seniority in the school system among those requesting such assignment shall be the determining factor in filling such vacancies. Filling of such vacancies by other than the School Nurse shall be in accordance with Civil Service Regulations.

N. In the absence of School Nurses from time to time for any reason, the other School Nurses in the same general geographical area as any absent nurse shall cover such nurse's duties (to the extent reasonably possible) in equitable rotation among them, subject to the provisions of Article IX.

O. All nurses regularly working premium shifts receive regular pay, plus the differential, while on any leaves with pay, holidays and vacations.

P. The City agrees to abide by the rules and regulations of the State Health Department regarding the operation of Smith House.

Q. Part time nurses, working less than twenty (20) hours, then permanent part-time nurses, will be laid off prior to full time nurses, except to meet the staffing needs at Smith House.

R. Part time nurses, and permanent part-time nurses shall not be hired or re-called back to work until full time nurses have all reported back to work, except to meet the staffing needs at Smith House.

S. For Smith House and Community Health Nurses: Prior to filling any position, a notice of the vacant position shall be posted for at least five (5) days in all locations where nurses are regularly assigned.

T. 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 may not be adhered to in these cases. The Union is to be copied on all discipline with the exception of verbal warnings.

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

U. No employee shall be discharged or otherwise disciplined except for just cause, provided however, that the City shall have the right in its sole discretion to discharge any employee during such employee's probationary period.

V. Written and verbal warnings over two (2) years old (from date of issuance) will not be considered, unless additional disciplinary action has been taken against the employee during said period. In such cases where the employee has not had subsequent discipline within the two (2) year period, the written or verbal warning will be removed from the employee's personnel file. Otherwise, the warning will remain a permanent part of the employee's personnel file.

#### **ARTICLE V - HOLIDAYS**

A. The following shall be paid holidays: New Year's Day, Martin Luther King's Birthday, President's Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, day after Thanksgiving, and Christmas Day. Christmas Eve after 12 o'clock noon shall be a holiday for all Nurses other than Smith House Nurses. One-half (1/2) day on Christmas Eve shall be a holiday for Smith House Nurses on all shifts.

B. Employees other than Smith House Nurses shall not normally be required to work on any of the aforesaid holidays and shall receive their full weekly salary in each week in which such holidays may occur.

C. If any such holidays fall on a Sunday, the following day shall be deemed the holiday for employees other than Smith House Nurses. If any such holiday falls on a Saturday or on a scheduled day off of a Smith House Nurse, employees not working on such day shall receive in lieu of such holiday a compensatory day off, at such time as will not interfere with the efficient operation of the department in which they are employed. All holidays will be rotated as equally as possible among Smith House Nurses with first preference being given to permanent full time employees; however, in cases of emergency, employees may be asked and may be assigned to work on additional holidays.

D. If any such holiday shall occur during the vacation of any employee, such employee, except School Nurses and 481 Nurses shall receive an additional day's vacation in lieu thereof.

E. Any employee on sick leave on any such holiday shall receive his regular pay for such day, and the same shall not be charged against his accumulated sick leave.

F. Any employee absent from duty on the day before or the day following a holiday, except on sick leave or other authorized leave, shall not be paid for that holiday.

G. School Nurses and 481 Nurses working on a school which is closed on any day as a result of snow conditions, shall not be required to report to work on such day.

H. Full-time employees shall be compensated at two and one-half (2½) times their respective regular straight time rates for any work performed on any of the aforesaid holidays, or on Easter Sunday as such.

I. In the event that the Mayor of the City proclaims an additional day as a holiday or other paid day off for all City workers, each Smith House nurse who actually works on such a day shall receive a compensatory day off at a time mutually convenient to the nurse or her supervisor.

#### **ARTICLE VI - VACATIONS**

A. Vacation policies for Public Health Nurses and Smith House Nurses, in effect as of July 1, 1974, which provides for one and two thirds (1-2/3) paid vacation days for each month within a calendar year for a total of twenty (20) days will remain in effect.

B. Any employee shall be entitled to accumulate on July 1<sup>st</sup> of each succeeding year earned vacation leave, up to a total of thirty (30) days, except that by written permission of his department head and Director of Human Resources, more days may be accumulated. Notwithstanding the foregoing, no vacation shall have a duration of more than thirty (30) days at a given time except in unusual circumstances when a vacation not

to exceed fifty-five (55) days may be granted. The nurse shall give one (1) month's notice for vacation requests.

C. Probationary employees are not eligible to use vacation.

#### **ARTICLE VII - SICK LEAVE/LEAVE**

A. Employees hired before July 1, 1997 will receive, lump sum, fifteen (15) sick days each year. In the employees second year of employment, and for each year thereafter, an employee will receive an additional sick day for each year of service.

Employees hired after July 1, 1997 during their first year shall receive twelve (12) days sick leave, with pay, computed on the basis of one (1) day for each completed month of service. Each year thereafter, on July 1, employees will receive twelve (12) 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 Nurses Sick Leave Bank, in accordance with Section L. below. There shall be no maximum accumulation for sick leave days in an employee's personal bank. Employees will receive no pay-out for unused sick leave. Employees are not eligible to use sick leave until completion of their probationary period.

All employees must call-in and report absence due to illness, to his/her immediate supervisor. Employees must call-in prior to the scheduled start of his/her shift on each day that he/she is absent, unless otherwise authorized. School and Community Health can indicate the length of their absence in lieu of calling in each day, as is the current practice.

B. For employees hired before July 1, 1997, the maximum accumulation of unused sick leave shall be one hundred fifty (150) days. When an employee is required to take leave for part of a day on account of illness or injury, such time off shall not be charged against sick leave if the employee has worked at least one-half (1/2) of the day. Sick leave shall continue to accumulate while employees are out on vacation or out on sick leave or being paid workmen's compensation. The City shall pay an employee at retirement, who receives a normal or early retirement pension for one-half (1/2) 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 his 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.

C. In the event that any nurse is absent from work as a result of illness or accident covered by the State of Connecticut Worker's Compensation Law, the City shall pay to the employee the difference between his regular net rate of pay and the amount of wages, if any, due to the employee from any workmen's compensation carrier, for the first six (6) months. An employee shall not have any charge being made against his accumulated sick leave for the six (6) month period.

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. During the period of time when such employee is actually entitled to receive worker's compensation no charge shall be made against his accumulated sick leave on account of any supplemental payment made by the City as provided for above.

E. Any employee who has received from the City any payments in addition to worker's compensation benefits pursuant to subparagraphs C or E above, and who thereafter receives any payments from a third party as a result of a claim or action against such third party for damages in connection with accident which gave rise to worker's compensation benefits and to the additional payments referred to above, shall repay to the City in addition to such sums as he may otherwise be required to pay by Law, the amount of such additional payments.

F. Employees working more than 20 hours per week, but less than full time, shall henceforth receive that portion of the sick leave received by full time employees which their regularly scheduled hours bear to the hours of the full time employees working the same department.

G. Effective July 1, 1997, in consideration for consolidating Washington's and Lincoln's Birthdays into President's Day, all employees will receive an additional personal leave day, bringing the total to three (3) per year provided no such leave shall be taken by any School Nurse or 481 Nurse on the day following the close of school or the day preceding the opening of school, or by any employee on the day preceding or following a holiday or any vacation period, and further provided that each day of leave has the advance approval of the employee's supervisor, which approval shall not be unreasonably withheld. Notwithstanding the foregoing, no advance approval of leave shall be required if the reason for such leave is illness in the employee's family and the employee's immediate supervisor is so notified by telephone the morning the leave is taken. In the event of serious illness in any employee's immediate family, requiring nursing care, the employee may elect to take up to five (5) days each year from her accumulated sick leave for this purpose with the approval of the supervisor.

H. All nurses shall receive, upon request, a maternity leave of six (6) months without salary, but with no loss of seniority. This provision shall be read in conjunction with Section M below, such that the six (6) month maternity leave will be inclusive of the leave under the FMLA.

I. Employees shall be entitled to a bereavement leave of five (5) working days at the time of the death of a spouse, parent, step-parent, child, step-child, grandparent, grandchild, brother, step-brother, sister or step-sister, and any relative permanently

domiciled in the employee's household; three (3) working days at the time of the death of a mother-in-law or father-in-law, sister-in-law or brother-in-law; and one (1) day at the time of the death of an aunt or uncle; and one (1) day for a significant other, who is regularly domiciled at the employee's household. Additional bereavement leave in connection with required travel or other unusual circumstance shall be granted at the discretion of the employee's supervisor.

J. Further leaves for military services, additional education or emergencies may be granted, without pay, and without loss of seniority, on an individual basis subject to the approval of the employee's supervisor, which approval shall not be unreasonably withheld. In determining whether such leaves shall be granted, there shall be taken into consideration such factors as the efficient operation of the department, the ability to obtain temporary replacements and such additional costs as may arise as a result thereof.

K. 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 employee's regular wage. The employee shall give adequate notice of jury call so that an appeal to be excused from jury duty can be made.

L. 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 7-1-97 after completing their first year of service, will have five (5) of their twelve (12) annually allotted sick leave days assigned to the Nurses Sick Leave Bank. Only nurses who contribute to the bank are eligible to participate.

1. A committee shall be established consisting of two (2) persons designated by the Union and two (2) persons designated by the City. The committee shall develop procedures for applying and granting of sick leave from the bank. The committee shall: (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.

2. The granting of any sick leave days shall be by majority vote of the committee members. All votes shall be final.

3. 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.



4. In no case will an employee receive a sick leave donation when absent due to a work-related injury.

5. 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.

6. The granting of any sick leave days shall be by majority vote of the committee members and such vote shall be final.

M. Family and medical leave requests under this provision shall be counted towards an employee's federal Family and Medical Leave. The City is not responsible for providing health insurance benefits, to employees on leave, beyond that required by law. Employees requesting leave under FMLA must use all accrued paid leave time prior to receiving leave without pay. Such paid leave time shall be counted towards leave under the FMLA.

N. An employee, who is a member of the reserve corps of any branch of the armed forces of the United States, as defined by section 27-103, shall be entitled to be absent from his or her duties or services while engaged in required field training in such reserve corps. The period of paid absence in any calendar year shall not exceed fifteen (15) working days. During these fifteen (15) working days, employees will receive full pay from the City.

**ARTICLE VIII - HEALTH, SAFETY, INSURANCE AND RETIREMENT**

**A. 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, including vision and dental, will be effective on the first of the month following the employees date of hire for employees hired before the 15<sup>th</sup> day of the month. Employees hired after the 15<sup>th</sup> day will be eligible for health insurance benefits the first day of the following month.

**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

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
\$100.00	for progressive lenses
\$110.00	for trifocal lenses
\$225.00	for contact lenses (when medically prescribed)

**C. 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.

**D. Retiree Insurance**

**1. Retiree Benefits**

a. 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.

b. 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.

**2. 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 one-third (33.33%) of the cost for the supplementary coverage as referenced in Section 2(b) above.

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

### **E. Pension Benefits**

1. 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.

2. 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).

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 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.

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

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

Effective July 1, 2000, employees will contribute three percent (3%) of their annual salary to the CERF. In lieu of making a retroactive adjustment to the employee's pension contribution back to July 1, 2000, the employee's pension contribution for the period July 1, 2001 through 11:58 p.m. on June 30, 2002 will be reduced to one percent (1%). Effective 11:59 p.m. on June 30, 2002, employees will contribute three percent (3%) of their annual salary to the CERF.

7. 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. For School Nurses, an employee will not be required to return to work at the beginning of the following school year to receive pension credit for the subsequent year, provided the individual was employed for the entire 42 week period.

8. Effective July 1, 2000, employees will be considered fully vested in their benefits after completion of five (5) years of credited service.

9. 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.

10. 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.

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

12. 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.

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

- a. Exchanging up to a total of One Hundred (100) vacation/sick leave days for additional pension credit. The calculation will be based on twenty-five (25) vacation/sick leave days equating to an additional one percent (1%) added to his/her pension, up to a maximum of four percent (4%). No pension will exceed the maximum of seventy percent (70%); or
- b. Exchanging vacation leave days for a one-time, lump-sum pension bonus, equating to the dollar amount calculated by multiplying the number of days vacation/sick leave times their daily rate at time of retirement.

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

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

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

- A) School Nurses: Employees will receive credit for permanent part-time pension credit on the basis that one thousand four hundred and seventy (1470) hours equals one full year of service (42 weeks time 35 hours per week). Therefore, pension credit will be the number of hours (but no more than 1470) divided by 1470.
- B) Smith House Nurses: Employees will receive credit for permanent part-time pension credit on the basis that two thousand and eighty (2080) hours equals one full year of service (52 weeks time 40 hours per week). Therefore, pension service credit will be the number of hours (but no more than 2080) divided by 2080.
- C) Public Health Nurses: Employees will receive credit for permanent part-time pension credit on the basis that one thousand eight hundred and twenty (1820) hours equals one full year of service (52 weeks time 35 hours per week). Therefore, pension service credit will be the number of hours (but no more than 1820) divided by 1820.

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

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

15. Any employee who was originally hired by the City under a grant funded program, shall be permitted to buy-back pension service credit for that time, provided (a) the position is made a permanent position without any interruption of time worked; or (b) an employee is hired as an employee under a position covered by this collective bargaining agreement. The employee will have a six (6) month window from the time the position

becomes permanent, to request the buy-back. Current employees that were under a grant shall have a six (6) month window from the execution date of this contract to request the buy-back. The City's Benefits Office will provide requesting employees the calculation of the cost of the buy-back. The employee must respond, in writing, within sixty (60) days of receiving the calculation, and agree to such buy-back. In all cases, the employee must buy-back the pension credit in a lump-sum amount within two (2) years of the date he/she agrees to the buy-back.

16. Employees who retire after the ratification of this agreement will be covered by the provisions of the CITY OF STAMFORD CLASSIFIED EMPLOYEES RETIREMENT FUND ADJUSTMENT, attached hereto as Appendix D.

#### **F. 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.

#### **G. 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.

#### **H. Employee Contributions**

Effective July 1, 2000, 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.

### **I. 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.

### **J. 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.

### **K. Health and Safety**

The City and the Union shall cooperate with each other in matters of safety (including the safety of the City-owned automobiles driven by Public Health Nurses), health and sanitation affecting employees.

### **L. Physical Examinations**

The City and Board shall provide at their cost, physical examinations for employees when such examinations are required by State Law.

**ARTICLE IX - UNIFORM AND TRANSPORTATION ALLOWANCE**

A. Each employee whose position requires him or her to travel, on a daily basis, from place to place within or in the vicinity of the City of Stamford to perform his or her duties and is required by the City to furnish his or her own transportation for such purpose shall receive a car allowance at the rate of One Hundred Ninety (\$190.00) Dollars per month if said employee is required to use his or her car five (5) days a week. This allowance will be paid in the second (2<sup>nd</sup>) pay period of each month the employee is eligible to receive it. No employee shall be discharged or disciplined in any manner for failing to have a personal car available, unless such employee has been given six (6) months written notice of such requirement.-

B. Each employee who has a personal car available for intermittent use of City business shall receive a car allowance at the rate of Ten (\$10.00) Dollars per day for each day in which such employee uses her car on City business.

C. No employee is authorized to use private vehicles for transportation of students.

D. The City shall pay to all Nurses a uniform allowance of Three Hundred Fifty (\$350.00) Dollars per year. The uniform allowance shall be payable in September for all other employees. Any employee hired after the September uniform allowance payment will receive a pro-rated allowance, lump-sum, in the amount of thirty dollars (\$30.00) for each month between their date of hire and the following month of September (ex. an individual hired in December receives \$270.00, which is nine months times \$30.00).

In addition, the City shall replace the Public Health Nurses' heavy outer coat as needed. The Supervisor of Public Health Nurses will determine when a replacement is needed.

E. An employee who attends a conference, seminar or similar function with the approval of the City shall be reimbursed for expenses related to said attendance including transportation, meals (when trip is overnight), lodging and conference fees. If the employee has used his or her personal vehicle reimbursement shall be at the IRS rate per mile. Employees must submit a mileage log, provided by the City, to eligible for reimbursement.

F. Community Health Nurses shall not normally be required to use their personal vehicles in performing their duties.

**ARTICLE X - DISCRIMINATION**

The City, in hiring, promoting, advancing or assigning to jobs, or any other condition of employment, agrees not to discriminate against any registered professional nurse because of race, color, national origin, religious affiliation, sex, marital status or membership of



activity on behalf of the Union. The Union may grieve the matter but cannot proceed to arbitration on this provision, except by mutual agreement.

## **ARTICLE XI - GRIEVANCE PROCEDURE**

A. If any dispute shall arise between the Union and the City in connection with the construction, interpretation, application, validity or performance of this Agreement the matter shall be discussed between the representatives of the Union and the City in accordance with the following procedure:

B. Step I - For all disputes, an individual and his/her steward shall present a grievance to his/her immediate supervisor within ten (10) calendar days of the event giving rise to the grievance, or of when he/she reasonably should have become aware of event giving rise to the grievance. The employee's immediate supervisor shall respond, in writing, within ten (10) calendar days of being presented with the grievance.

C. Step II - If the written answer received in Step I is unsatisfactory, or the supervisor does not answer within the prescribed time limit, the grievance is given to the Chief Steward (Union President) who takes the matter up with the Department Head (Director of Health), or Executive Director/Administrator (Smith House) who shall meet with the Chief Steward within ten (10) days. The Director of Health, or his/her designee, or the Executive Director/Administrator(Smith House), or his/her designee, shall reply in writing, within ten (10) calendar days.

D. Step III - If the grievance is not settled by the Chief Steward and the Department Head, or the Step II representative does not answer the grievance within the prescribed time limit, it shall be taken up by the Union including staff representative of Council #4, AFSCME and the Director of Human Resources, or his/her designee, within ten (10) days of notification by the Union. A written reply shall be furnished by the Director of Human Resources, or his/her designee, within five (5) working days after such meeting.

E. Step IV - If the City's reply is unsatisfactory to the Union, or the Step III representative does not respond within the prescribed time limit, it shall submit the matter for binding arbitration to the State Board of Mediation and Arbitration under its rules and regulations within ten (10) working days from receipt of the City's written reply, or the date the Step III response was due.

F. The findings, decision or award of the Board of Mediation and Arbitration shall be final, binding and conclusive upon the City, the Union and any employee who may be involved, and may be enforced by proper action in any court of competent jurisdiction.

G. The employee involved and the employee's Union representative shall be granted time off with pay for any grievance discussions held at the appropriate step of the grievance procedure. One representative designated by the Union shall be granted time off with pay for any discussion of a dispute, other than a grievance, with the Department Head or Executive Director/Administrator and/or the City's Director of Human Resources. Two (2) employees designated by the Union, including the grievant, shall be

granted time off with pay to appear at any arbitration held pursuant to the aforesaid grievance procedure.

H. The bargaining team for the employees shall be limited to four (4) persons who shall be granted time off with pay in the event bargaining sessions are held during working hours.

I. Such officers and members of the Union as may be designated by the Union, shall be granted leave from duty with full pay for the purpose of attending labor conventions provided that the total leave for this purpose shall not exceed an aggregate of eight (8) days in any contract year for the entire Union. (That is: one officer may be off eight (8) days or eight (8) officers may be off one day, etc.)

J. The parties may agree to waive any and all time limits set forth in Sections B through E of the grievance procedure.

## **ARTICLE XII - INTERRUPTION OF WORK**

A. The Union agrees that so long as the City shall abide by this Agreement and by any decision of an arbitration as herein provided for, the Union and members of the Union will not cause, sanction or take part in any strike against the City whatsoever (whether sit-down, sit-in, sympathetic, general or of any other kind) walkout, picketing work (except informational picketing) or boycott, whether of a primary or secondary nature or any other interference with the operation and maintenance of the schools.

B. The City agrees that so long as the Union shall abide by this Agreement and by any decision of an arbitration as herein provided for, the City will not lock out employees covered by this Agreement. The foregoing shall not be deemed in derogation of, but in addition to, any prohibition against strikes provided for by Public Law 159, Laws of 1965, or by any other statute or provision of Law.

C. Any violation of the foregoing paragraph shall be the cause for disciplinary action.

## **ARTICLE XIII - JOB DESCRIPTIONS**

The Director of Human Resources shall present all new job descriptions, titles, or proposed changes of existing job descriptions and duties, to a personnel committee of three (3) Union members, elected by the Union, and he shall confer with them after giving them at least five (5) working days to study and discuss such proposals. Thereafter, if the Union feels aggrieved, it may appeal in writing to the Personnel Commission within ten (10) working days from the date of the conference with the Director of Human Resources. The decisions of the Personnel Commission shall be final, after a hearing.

## **ARTICLE XIV - PREROGATIVES OF CITY**

A. Except as herein provided for, the City shall have the sole right to determine all matters affecting the operation, management and administration of the City and to direct and control the working force, including the exclusive right to hire, and make temporary transfers within the respective departments (other than on account of Union activity) for any cause which in the judgment of the City may affect the efficient operation of the City and City's decision in all such matters shall not be subject to contest or review by the Union or any employee.

B. The City agrees that they will abide by the Statutes of the State of Connecticut regarding any negligent acts committed by the employees covered under the terms of this contract, which acts occur while in the performance of their official duties.

C. The City may hire for work at Smith House SNF no more than three (3) no frills nurses who will be paid an hourly rate which is thirty percent (30%) higher than the rate for a Staff Nurse. These no frills nurses will receive no benefits, e.g. pension, vacation, holiday pay, premium pay, life insurance and the like. They may be hired or terminated at the sole discretion of the City and will not be used to deprive regular Staff Nurses of overtime nor to diminish the size of the nursing staff.

#### **ARTICLE XV - ADA COMPLIANCE**

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

#### **ARTICLE XVI - DRUG AND ALCOHOL POLICY**

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

#### **ARTICLE XVII - DURATION**

A. This Agreement shall become effective and remain in full force and effect from July 1, 2000 until June 30, 2002. Negotiations for a successor agreement shall commence on

or before one hundred twenty (120) days prior to expiration of the agreement in accordance with applicable Connecticut Statutes. All provisions of the Agreement shall be retroactive to July 1, 2000, unless otherwise stated herein.

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 . 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.

IN WITNESS WHEREOF, the parties set their hands on this \_\_\_\_\_ day of \_\_\_\_\_, 2001.

**FOR THE CITY OF STAMFORD**

**AFSCME LOCAL #465, COUNCIL #4**

\_\_\_\_\_  
Dannel P. Malloy  
Mayor

\_\_\_\_\_  
Judy Gerardi  
Negotiating Committee Chair

\_\_\_\_\_  
William C. Stover  
Director of Human Resources

\_\_\_\_\_  
Jim Castelot, Staff Representative  
AFSCME, Council #4, AFL-CIO

**APPENDIX A**  
**WAGE SCHEDULE**

**July 1, 2000 to June 30, 2001**

	<b><u>Grade/Step</u></b>	<b><u>Hourly Rate</u></b>	<b><u>Weekly Rate</u></b>	<b><u>Annual 00/01</u></b>
<b>School Nurse</b>	<b>M01A</b>	<b>\$ 21.4311</b>	<b>\$ 750.09</b>	<b>\$ 31,504</b>

<b>(42 Weeks/Yr)</b>	<b>M01B</b>	\$ 22.3953	\$ 783.84	\$ 32,921
	<b>M01C</b>	\$ 23.4028	\$ 819.10	\$ 34,402
	<b>M01D</b>	\$ 24.4559	\$ 855.96	\$ 35,950
	<b>M01E</b>	\$ 25.5568	\$ 894.49	\$ 37,568
	<b>M01F</b>	\$ 26.7068	\$ 934.74	\$ 39,259
	<b>M01G</b>	\$ 27.9083	\$ 976.79	\$ 41,025
	<b>M01H</b>	\$ 29.1644	\$ 1,020.76	\$ 42,872
	<b>Public Health Nurse (52 Weeks/Yr)</b>	<b>O01A</b>	\$ 21.4311	\$ 750.09
<b>O01B</b>		\$ 22.3953	\$ 783.84	\$ 40,759
<b>O01C</b>		\$ 23.4028	\$ 819.10	\$ 42,593
<b>O01D</b>		\$ 24.4559	\$ 855.96	\$ 44,510
<b>O01E</b>		\$ 25.5568	\$ 894.49	\$ 46,513
<b>O01F</b>		\$ 26.7068	\$ 934.74	\$ 48,606
<b>O01G</b>		\$ 27.9083	\$ 976.79	\$ 50,793
<b>O01H</b>		\$ 29.1644	\$ 1,020.76	\$ 53,079
<b>Staff Nurse, Smith House (52 Weeks/Yr)</b>	<b>N01A</b>	\$ 21.4311	\$ 857.24	\$ 44,577
	<b>N01B</b>	\$ 22.3953	\$ 895.81	\$ 46,582
	<b>N01C</b>	\$ 23.4028	\$ 936.11	\$ 48,678
	<b>N01D</b>	\$ 24.4559	\$ 978.23	\$ 50,868
	<b>N01E</b>	\$ 25.5568	\$ 1,022.27	\$ 53,158
	<b>N01F</b>	\$ 26.7068	\$ 1,068.27	\$ 55,550
	<b>N01G</b>	\$ 27.9083	\$ 1,116.33	\$ 58,049
	<b>N01H</b>	\$ 29.1644	\$ 1,166.58	\$ 60,662
<b>Unit Coordinator, Smith House</b>	<b>N03A</b>	\$ 30.6226	\$ 1,224.90	\$ 63,695
<b>Head Nurse, Smith House</b>	<b>N02A</b>	\$ 32.1540	\$ 1,286.16	\$ 66,880

**APPENDIX A**  
**WAGE SCHEDULE**

**July 1, 2001 to June 30, 2002**

	<b><u>Grade/Step</u></b>	<b><u>Hourly Rate</u></b>	<b><u>Weekly Rate</u></b>	<b><u>Annual 01/02</u></b>
<b>School Nurse</b>	<b>M01A</b>	\$ 22.0740	\$ 772.59	\$ 32,449

<b>(42 Weeks/Yr)</b>	<b>M01B</b>	\$ 23.0672	\$ 807.35	\$ 33,909
	<b>M01C</b>	\$ 24.1049	\$ 843.67	\$ 35,434
	<b>M01D</b>	\$ 25.1895	\$ 881.63	\$ 37,029
	<b>M01E</b>	\$ 26.3235	\$ 921.32	\$ 38,696
	<b>M01F</b>	\$ 27.5080	\$ 962.78	\$ 40,437
	<b>M01G</b>	\$ 28.7456	\$ 1,006.10	\$ 42,256
	<b>M01H</b>	\$ 30.0394	\$ 1,051.38	\$ 44,158
	<b>Public Health Nurse (52 Weeks/Yr)</b>	<b>O01A</b>	\$ 22.0740	\$ 772.59
<b>O01B</b>		\$ 23.0672	\$ 807.35	\$ 41,982
<b>O01C</b>		\$ 24.1049	\$ 843.67	\$ 43,871
<b>O01D</b>		\$ 25.1895	\$ 881.63	\$ 45,845
<b>O01E</b>		\$ 26.3235	\$ 921.32	\$ 47,909
<b>O01F</b>		\$ 27.5080	\$ 962.78	\$ 50,065
<b>O01G</b>		\$ 28.7456	\$ 1,006.10	\$ 52,317
<b>O01H</b>		\$ 30.0394	\$ 1,051.38	\$ 54,672
<b>Staff Nurse, Smith House (52 Weeks/Yr)</b>	<b>N01A</b>	\$ 22.0740	\$ 882.96	\$ 45,914
	<b>N01B</b>	\$ 23.0672	\$ 922.69	\$ 47,980
	<b>N01C</b>	\$ 24.1049	\$ 964.20	\$ 50,138
	<b>N01D</b>	\$ 25.1895	\$ 1,007.58	\$ 52,394
	<b>N01E</b>	\$ 26.3235	\$ 1,052.94	\$ 54,753
	<b>N01F</b>	\$ 27.5080	\$ 1,100.32	\$ 57,217
	<b>N01G</b>	\$ 28.7456	\$ 1,149.82	\$ 59,791
	<b>N01H</b>	\$ 30.0394	\$ 1,201.57	\$ 62,482
<b>Unit Coordinator, Smith House</b>	<b>N03A</b>	\$ 31.5413	\$ 1,261.65	\$ 65,606
<b>Head Nurse, Smith House</b>	<b>N02A</b>	\$ 33.1186	\$ 1,324.75	\$ 68,887

**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 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 a 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 shall 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 willfully 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 disciplinary action.
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 NIDA. 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 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 allowed by law.

**IX. Laboratory**

- A. The City shall utilize 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 NIDA Five Panel Standards.
- 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**  
**CERF RETIREMENT FUND ADJUSTMENT**

This Agreement, CITY OF STAMFORD CLASSIFIED EMPLOYEES RETIREMENT FUND ADJUSTMENT, dated May 7, 2001, is entered into in accordance with the provisions of Article VIII, Section E(16), of the July 1, 2000 - June 30, 2002 Collective Bargaining Agreement between the CITY OF STAMFORD and CITY OF STAMFORD REGISTERED NURSES, LOCAL #465 OF COUNCIL#4, AFSCME, AFL-CIO

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

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

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

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

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

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

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

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

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

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

- i. Subtract the Average Annual Return from 6%.
- ii. Multiply the result of item (i) by 50%.
- iii. Multiply the result in item (ii) by the pension benefit obligation for each Member receiving or who is credited with monthly

pension payments as of the July 1 six months prior to the Effective Date.

3. If the Average Annual Return is greater than or equal to 6% and less than or equal to 10% no credit or debit will be made to the adjustment account.
            - c. The adjustment account will be credited with the Average Annual return for each of the prior three years.
            - d. The adjustment account will be debited for adjusted pension payments (including interest at the Average Annual Return Rate) paid during the prior three years.
  5. The percentage increase equals Item (a) less Item (b) divided by Item (c).
    - a. The adjustment account balance as of the July six months prior to the Effective Date of the adjustment.
    - b. The pension benefit obligation as of such July 1 for prior year adjustments of all Eligible Members.
  6. The pension adjustment will be the percentage increase multiplied by the amount currently being paid to Eligible Members subject to the following limitations:
    - a. If the percentage increase is greater than 4%, the percentage increase will be limited to 4%. Any excess adjustment account credit from Item 4(b)(1)(iii) will remain in the adjustment account.
    - b. If the percentage increase is negative, no adjustment will be made. Any excess adjustment account debit from Item 4(b)(1)(iii) will remain in the adjustment account.
  7. The pension benefit obligation will be determined by the plan's actuary in accordance with actuarial assumptions with respect to interest and mortality as used in the most recent actuarial valuation report. Pension benefit obligation will have the meaning as such time is defined in Government Accounting Standards Board Statement No. 5.
  8. The adjustments referred to above shall be fully applicable to the eligible survivors of deceased Members as of the Effective Date such Member became or would have become an Eligible Member.
- C. A copy of this written agreement will be filed with the Plan Trustees (Amendment and Declaration of Trust dated June 16, 1971). The Trustees shall formulate, adopt and promulgate in good faith investment plans, programs and decisions, in accordance with

the Declaration of Trust provisions which in their opinion are desirable to facilitate the administration of the Plan consistent with the intent and provisions of this agreement.

**D.** This agreement, CITY OF STAMFORD CLASSIFIED EMPLOYEES RETIREMENT FUND ADJUSTMENT, dated May 7, 2001, shall be incorporated into the parties' Collective Bargaining Agreement, as amended.

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

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

First Adjustment

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

Second Adjustment

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

Third Adjustment

Plan assets	\$78,000,000
PBC	80,000,000 = 70,000,000 active divided by pre-99 retirees 10,000,000 retired on or after 1/1/99 2,500,000 over 65 retired 12 mos.
Average annual return	4%
Adjustment account	-1% x 10,000,000 = 100,000
Adjustment account	232,300 - 14,800 divided by 9,000 - 100,000 = 126,000
PBO for prior adjustments	144,600
Pension Adjustments	(126,500 - 144,600)/2,500,00 = less than 0% 0% applicable