

Executive Summary
Agreement between City of Stamford and UAW

June 24, 2020

Number of Full-Time Employees: 326

Term: 7/1/17 – 6/30/21

<u>General Wage Increase:</u>	7/1/2017	2.00%
	7/1/2018	2.00%
		0.25% lump sum payment
	7/1/2019	0.00%
	7/1/2020	re-opener

See attached analysis for cost projections.

Sick Leave: Increase number of days that employees can use for family members' sickness from three to five; use of sick leave for birth or adoption leave under FMLA does not count toward the five-day limitation.

Health Insurance: Migrate to the State Partnership Plan.
First year annual savings projected \$1,230,973 (see attached Lockton analysis).
Employee cost share subject to reopener.
Dental maximum increased to \$2,000 from \$1,750
Projected at \$10,000 annually by Lockton.

Waiver of Health Insurance: Increase payment for waiver from \$750 to \$1,000. Employees may not have insurance through another City or BOE plan to receive waiver. However, if an employee is currently receiving the waiver payment and has insurance through another City or BOE plan, then the employee will only receive \$750. **Projected cost based on 25 waives at additional = \$6,250.**

Probationary Period: The City may extend the six month probationary period by another six months for employees.

Part Time Park Police: Will receive a pro rata portion of leave consistent with other part-time employees.

Bi-Weekly Payroll:

The City reserves its right to switch to a bi-weekly payroll provided it does so with a total of at least four hundred (400) or more permanent employees-not including this bargaining unit. Mandatory electronic deposit with electronic records shall be so implemented for all unit employees. However, no employee shall be denied the right to receive paper statements unless the City is able to provide computer access to a digital statement at that employee's workplace.

Upon request, the Parties will bargain the impact of the switch to bi-weekly payroll.

Vacation Carryover Payments:

For Fiscal 2021 only, employees approved to carryover accrued vacation leave above the 45 day maximum have option to be paid the excess carryover days. **Maximum projected cost if all employees exercise this option \$117,069.**

No Layoff Clause:

The City agreed that it will not lay off bargaining unit employees for the year July 1, 2020 through June 30, 2021. This provision does not prevent the City from eliminating positions due to reorganizing or elimination or reduction of services; affected employee to be reassigned to substantially similar position or if not available alternative position with no reduction in salary.

Average General Wage Increases

General Wage Increase by Fiscal Year: Arbitration Awards

The following are select summary statistics related to all arbitration awards reported to CCM from July 1, 2012. Each month the data below is updated to reflect new settlements received by CCM.

	FY 13	FY 14	FY 15	FY 16	FY 17	FY 18	FY 19	FY 20	FY 21
Average	1.87%	1.99%	2.21%	2.29%	2.52%	2.33%	1.96%	2.05%	1.94%
Minimum	0.00%	0.00%	1.00%	1.25%	2.25%	2.25%	1.75%	2.00%	1.85%
Maximum	3.00%	3.00%	3.00%	3.50%	2.90%	2.50%	2.25%	2.25%	2.00%
Sample Size	20	21	22	17	9	6	6	5	4

General Wage Increase by Fiscal Year: Negotiated Settlements

The following are select summary statistics related to all negotiated settlements reported in the Data Reporter from July 1, 2015. Each month the data below will be updated to reflect new settlements received by CCM. For information regarding a particular municipal settlement, please contact CCM.

	FY15-16	FY16-17	FY17-18	FY18-19	FY19-20	FY20-21	FY 21-22
Average	2.29%	2.27%	2.22	2.21%	2.21%	2.17%	2.21%
Minimum	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	1.25%
Maximum	3.50%	3.50%	3.50%	6.00%	3.25%	3.25%	3.00%
Mode	2.00%	2.50%	2.00%	2.00%	2.50%	2.25%	2.00%
Sample Size	281	291	306	292	211	120	50

Number of Wage Freezes Achieved: Negotiation Versus Arbitration

The following are the number of wage freezes reported in the Data Reporter from July 1, 2015. It is important to note that for negotiated settlements, the number reflects only those contracts received by CCM and reported in the Data Reporter and corresponds to the sample sizes in the preceding tables. Each month the data below will be updated to reflect new settlements received by CCM. For information regarding a particular municipal settlement, please contact CCM.

	FY 15-16	FY 16-17	FY 17-18	FY 18-19	FY 19-20	FY 20-21	FY 21-22
Negotiated	4	8	8	5	5	2	0
Arbitration	0	0	0	0	0	0	0

GENERAL WAGE INCREASES 2014 - 2022

Bargaining Units	1-Jul-14	1-Jul-15	1-Jul-16	1-Jul-17	1-Sep-18	1-Jul-19	1-Jul-20	1-Jul-21	1-Jul-22	2014-2018 Average GWI
Assistant Corporation Counsel – 6.2019	1.75%	2.00%	2.00%	2.00%	2.25%					2.00%
Firefighters – Expired 6.2019	2.00%	2.00%	2.50%	2.50%	2.25%					2.25%
IUOE Operating Engineers – Expired 6.2019	3.00%	2.25%	2.25%	2.50%	2.75%					2.55%
MAA/Municipal Supervisory – Expired 6.2018	1.75%	2.00%	2.00%	2.25%	2.25%	0.00%	re-open	re-open	re-open	1.71%
Municipal Nurses – Expired 6.2019	2.00%	2.25%	2.25%	2.25%	2.25%					2.20%
Police – Expired 6.2019	2.00%	2.00%	2.50%	2.70%	2.50%					2.34%
UAW – Expired 6.2017	2.00%	2.25%	2.50%	2.00%	2.00%	0.00%	re-open			1.79%
Dental Hygienists – 7.2014 - 6.2020	1.50%	1.50%	1.50%	1.50%	1.50%	2.00%				1.58%
IUOE WPCA 7.2017-6.2021	1.75%	2.00%	2.25%	2.25%	2.25%	2.00%	1.75%			2.04%
Custodians – 7.2013-6.2025	2.00%	2.25%	2.50%	2.50%						2.31%
Average	1.98%	2.05%	2.23%	2.25%	2.22%	1.00%	1.75%			

Bold Italic = T.A. pending approval

UAW - Tentative Agreement Estimated Wage Cost Summary

<i>City UAW Estimated Retro Wages</i>											
Fiscal Year	Wage Basis	Proposed % Increase	Year 1 (FY17-18)	Year 2 (FY18-19)	Year 3 (FY19-20)	FICA (7.65%)	Estimated Total Prior Year Commitment	FY20/21	FICA (7.65%)	Estimated FY20/21 Contingency	Total Estimated Commitment
Year 1 (FY17-18)	19,003,257	2.000%	\$380,065	\$380,065	\$380,065	\$87,225	\$1,227,420	380,065	29,075	409,140	1,636,561
Year 2 (FY18-19)	18,399,397	2.000%	\$0	\$367,988	\$367,988	\$56,302	\$792,278	367,988	28,151	396,139	1,188,417
Year 3 (FY19-20)	18,767,385	0.000%	\$0	\$0	\$0	\$0	\$0	0	0	0	0
Estimated cost of .25% Lump Sum Payment Based on 7/1/18 Base Rate	\$18,767,385							46,918	3,589	50,508	\$50,508
			\$380,065	\$748,053	\$748,053	\$143,527	\$2,019,698	\$794,972	\$60,815	\$855,787	\$2,875,485

<i>BOE UAW Estimated Retro Wages</i>											
Fiscal Year	Wage Basis	Proposed % Increase	Year 1 (FY17-18)	Year 2 (FY18-19)	Year 3 (FY19-20)	FICA (7.65%)	Estimated Total Prior Year Commitment	FY20/21	FICA (7.65%)	Estimated FY20/21 Contingency	Total Estimated Commitment
Year 1 (FY17-18)	4,874,419	2.000%	\$97,488	\$97,488	\$97,488	\$22,374	\$314,839	97,488	7,458	104,946	419,785
Year 2 (FY18-19)	5,043,499	2.000%	\$0	\$100,870	\$100,870	\$15,433	\$217,173	100,870	7,717	108,587	325,760
Year 3 (FY19-20)	5,144,369	0.000%	\$0	\$0	\$0	\$0	\$0	0	0	0	0
Estimated cost of .25% Lump Sum Payment Based on 7/1/18 Base Rate	\$5,144,369							12,861	984	13,845	\$13,845
			\$97,488	\$198,358	\$198,358	\$37,807	\$532,012	\$211,219	\$16,158	\$227,378	\$759,389

Total Cost City and BOE Combined

	\$477,554	\$946,411	\$946,411	\$181,334	\$2,551,710	\$1,006,191	\$76,974	\$1,083,164	\$3,634,875
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	2020-2021 City		CT State Partnership		State Plan Increase / (Savings)	Runoff Claims Costs	Runoff Admin	H.S.A. Seed	Rx Rebates, URC Reimbursements	Gross First Year Savings after Expenses
	Estimated Costs	Partnership Plan Rates	Estimated Cost (based on July 2020 CT State Partnership Plan Rates)	% Difference						
Active	\$ 37,222,381	\$ 30,149,543		-19%	\$ (7,072,839)	\$ 4,336,120	\$	\$ (969,900)	\$ 454,170	\$ (3,252,449)
CUS	\$ 4,091,714	\$ 3,310,465		-19%	\$ (781,248)	\$ 476,653	\$	\$ 49,925	\$	\$ (254,670)
DEN	\$ 91,606	\$ 83,783		-9%	\$ (7,822)	\$ 10,971	\$	\$ (8,000)	\$ 1,118	\$ (4,033)
DTL	\$ 30,535	\$ 26,000		-15%	\$ (4,535)	\$ 3,557	\$	\$	\$ 373	\$ (606)
FIR	\$ 7,114,686	\$ 6,497,524		-9%	\$ (617,172)	\$ 828,807	\$	\$ (435,000)	\$ 86,810	\$ (136,555)
LAW	\$ 152,676	\$ 127,666		-16%	\$ (24,990)	\$ 17,786	\$	\$ (9,000)	\$ 1,863	\$ (14,342)
MAA	\$ 2,778,701	\$ 2,309,304		-17%	\$ (469,397)	\$ 323,697	\$	\$ (31,900)	\$ 33,904	\$ (143,695)
NHE	\$ 122,141	\$ 115,567		-5%	\$ (6,574)	\$ 14,228	\$	\$	\$ 1,490	\$ 9,145
NON	\$ 610,704	\$ 432,084		-29%	\$ (178,620)	\$ 71,142	\$	\$	\$ 7,452	\$ (100,026)
NUR	\$ 854,985	\$ 694,450		-19%	\$ (160,535)	\$ 99,599	\$	\$ (1,000)	\$ 10,432	\$ (51,504)
POL	\$ 7,847,541	\$ 6,550,089		-17%	\$ (1,297,452)	\$ 914,178	\$	\$ (446,000)	\$ 95,752	\$ (733,522)
IUOE WPCA	\$ 793,915	\$ 547,597		-31%	\$ (246,317)	\$ 92,485	\$	\$ (39,000)	\$ 9,687	\$ (183,146)
UAW	\$ 9,282,694	\$ 6,857,096		-26%	\$ (2,425,598)	\$ 1,081,362	\$	\$	\$ 113,263	\$ (1,230,973)
IUOE OFS	\$ 3,450,475	\$ 2,597,898		-25%	\$ (852,577)	\$ 401,954	\$	\$	\$ 42,101	\$ (408,522)

THE CITY OF STAMFORD

AND

LOCAL 2377 OF THE INTERNATIONAL UNION, UNITED AUTOMOBILE,
AEROSPACE & AGRICULTURAL IMPLEMENT WORKERS OF AMERICA-UAW

TENTATIVE AGREEMENT

1. All tentative agreements reached to date are agreed to by the Parties.

NOTE: the tentative agreements from negotiations are attached hereto

2. Union Proposal 3: Wages: General wage increases as follows:

7/1/17:	2.0%
7/1/18:	2.0%
7/1/19:	0%

In addition to the foregoing, the City will pay employees a 0.25% lump sum based on their annual compensation for fiscal year 2018/2019, to be calculated after applying the general wage increases above. As noted below, the payment of the foregoing shall be dependent on the City's application for the State Partnership Plan being accepted. The Parties will have a reopener on wages and the health insurance premium cost share amount in February 2021.

3. Union Proposal 20/City Proposal 21: Insurance: The City would apply for the State Partnership Plan ("SPP"), subject to the following conditions:

(a) If the City's application for the SPP is denied all of the terms of this Agreement are null and void, and the parties may continue negotiations and/or submit any open issues to arbitration. If the the City's application for the SPP is accepted, then the following will apply.

In the event any of the following occur, the City or the Union may reopen negotiations in accordance with MERA as to the sole issue of health insurance, including plan design and plan funding, premium cost share and/or introduction of replacement medical insurance in whole or in part:

(b) If the SPP in its current form is no longer available; or if the benefit plan design of the SPP is modified as a result of a change in the State's collective bargaining agreement with SEBAC, if such modifications would substantially increase the cost of the medical insurance plan offered herein. Reopener negotiations shall be limited to health insurance plan design and

funding, premium cost share and/or introduction of an additional optional health insurance plan; and/or

(c) If Conn. Gen. Stat. Section 3-123rrr et seq. is amended, or if there are any changes to the administration of the SPP, or if additional fees and/or charges for the SPP are imposed so as to affect the City, any of which amendments, changes, fees or charges (individually or collectively) would substantially increase the cost of the medical insurance plan offered herein. Reopener negotiations shall be limited to health insurance plan design and funding, premium cost share and/or introduction of an additional optional health insurance plan; and/or

(d) In any negotiations triggered under the above as well as negotiations for a successor to this collective bargaining agreement, the parties shall consider the following additional factors:

- Trends in health insurance plan design outside of the SPP;**
- The costs of different plan designs, including a high deductible health plan structure and a PPO plan structure.**

Should such negotiations be submitted to arbitration for resolution, the arbitration panel shall consider the foregoing in applying the statutory criteria in making its ruling. In addition, the arbitrators shall consider the City's position that the High Deductible Health Plan proposed during negotiations should be the baseline for such negotiations, and shall also consider the Union's position that the current health insurance plan should be the baseline for such negotiations.

(e) The SPP contains a Health Enhancement Plan (HEP) component. All employees participating in the SPP are subject to the terms and provisions of the HEP. In the event SPP administrators impose a HEP non-participation or noncompliance per month premium cost increase or annual deductible, those sums shall be paid 100% in their entirety by the nonparticipating or non-compliant employee. No portion or percentage shall be paid by the City. The per month premium cost increase shall be implemented through payroll deduction, and the annual deductible shall be implemented through claims administration.

NOTE:

Dental and vision would stay with the City plans. The annual maximum on the dental plan will increase from \$1,750 to \$2,000.

Premium cost share amount remains at 14%, but will be the subject negotiation as part of the February 2021 reopener.

4. Notwithstanding the provisions of Article III, Section A, the City may change the regular hours of work for an employee by providing no less than two weeks' notice to the employee and the Union for a change in services specifically due to the City's response to the COVID-19 pandemic. The change in regular hours shall only last for the duration of the change in services due to the pandemic. The Union can grieve and arbitrate an alleged violation of the foregoing terms after a schedule change occurs under this paragraph.

5. City Proposal 6: Vacation: The City will pay employees for any unused accrued vacation of employees approved for carryover over the 45 day maximum at the end of the 2019/2020 fiscal year.

6. The City agrees that during the term of this agreement it shall not layoff any full-time or permanent part time bargaining unit employee except as specifically provided below. This clause shall terminate June 30, 2021 and shall not remain in force or effect during negotiations for a successor agreement. This provision shall not prevent the reassignment of an employee to a substantially similar position with a similar salary range for the following reasons:

- The implementation of a reorganization of a department or division
- The elimination or reduction in a City program or service

In the event that an employee can not be reassigned to a substantially similar position with a similar salary range for the above reasons, the employee shall be offered on a temporary basis an alternative job that is as close as possible to the job from which the employee is reassigned, and if that job has a lower salary shall be red circled in the employee's original salary grade until a substantially similar job becomes available.

For the purposes of this provision, the term layoff shall be defined as the elimination of a position, reduction in force, or involuntary separation of service any other reason not independently grounds for separation under the collective bargaining agreement.

In the event that revenues in the adopted FY 2021 budget are projected to be less than budgeted as of January 1, 2021 in an aggregate amount of more than 10% of total budgeted revenue, the City may choose to furlough employees for one or more days during the remainder of the fiscal year up to and including June 30, 2021. The City further agrees to apply for the Shared Work Program through the State of Connecticut, if applicable, for any furloughed employees. The total number of furlough days for employees shall not exceed one day for each percentage (rounded up) greater than 10% by which the projected revenue differential is greater than 10%, and shall in no event exceed 5 days. Provided, however, that any difference in projected revenue that is the result of an action

taken by the City to alter the rules, procedures, or requirements with respect to a source or revenue that occurs after the adopted budget shall be disregarded for purposes of the calculation, and provided further that the differential in projections shall be subject to challenge if they are inaccurate, unreasonable, or in bad faith. In consideration for the limitations on layoff outlined above, the Union agrees that the City shall have the ability to reassign employees to positions and/or duties that the employee is qualified to perform where such work is not available in their usual assignment. Such reassignments shall not be significantly different than the duties performed by the employee in his/her regular position and shall not result in any diminution in pay or other perquisite of employment

THE CITY OF STAMFORD

AND

LOCAL 2377 OF THE INTERNATIONAL UNION, UNITED AUTOMOBILE, AEROSPACE & AGRICULTURAL IMPLEMENT WORKERS OF AMERICA-UAW

TENTATIVE AGREEMENT DOCUMENT CURRENT AS OF JANUARY 31, 2019

UNION PROPOSAL 17: Article VII.E.: Increase number of days allowed for employee to use sick time for family illness to five.

UNION PROPOSAL 24: Article X.H. (2) Add part time, seasonal and contract employees to language concerning order of layoff. Contract means subcontracted, and part time means employees under 20 hours.

UNION PROPOSAL 32: Article XVII Bereavement Leave: No documentation shall be required for bereavement leave unless the City can demonstrate a reasonable suspicion of abuse.

UNION PROPOSAL 33: Article XXIV Family and Medical Leave: Paid Maternity/Paternity Leave/FMLA proposals -- Employees may use sick time for caregiver or newborn/adoption leaves under FMLA. Such use does not count against the non-FMLA eligible family sick time maximum in Article VII.

CITY PROPOSAL 2: Article III.H: hours of work for snowplowing: see example in negotiation book.

CITY PROPOSAL 3:

ARTICLE IV **WAGES**

A.(3) ~~Effective and retroactive to July 1, 1998, each~~ **Each** employee covered by this Agreement shall receive longevity in accordance with the following schedule:

After the tenth (10 th) year of service	\$350.00/yr.
After the fifteenth (15 th) year of service	\$450.00/yr.

After the twentieth (20 th) year of service	\$550.00/yr.
After the twenty-fifth (25 th) year of service	\$650.00/yr.

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 20th during the fiscal year, will receive longevity pay in December, two months earlier. Conversely, an employee who reaches ten years as of August 20th will receive longevity in December, four months later).

CITY PROPOSAL 4
Revised 1/31/19

ARTICLE IV
WAGES

- B. Employees, except as noted below, shall be paid weekly on a Friday for a week beginning the preceding Saturday, in an amount arrived at by dividing the current annual wages as listed in Appendix "A" or Appendix "B" (for employees hired after the execution of this agreement) by the number of pay days - 52 or 53 - there may be in the respective annual periods during the term of this Agreement. However, the hourly wage shall be calculated on a 52 week basis. Wages for employees at the E-911 combined dispatch center, dog wardens, and the police clerk matrons shall be paid weekly on Friday for a week beginning the preceding Friday.

The City reserves its right to switch to a bi-weekly payroll provided it does so with a total of at least four hundred (400) or more permanent employees, ~~including this bargaining unit~~ not including this bargaining unit. Mandatory electronic deposit with electronic records shall be so implemented for all unit employees. However, no employee shall be denied the right to receive paper statements unless the City is able to provide computer access to a digital statement at that employee's work place.

Upon request, the Parties will bargain the impact of the switch.

CITY PROPOSAL 8:

ARTICLE IX
INSURANCE AND PENSIONS

SECTION 3 - Life Insurance

~~C. For employees who retired prior to the execution date of this contract, the City will provide and pay for a life insurance policy in the face amount of Six Thousand Dollars (\$6,000) for each active employee, who elected to participate in term life plan under a previous contract and who retired from the City. Effective July 1, 2003, in lieu of the Six Thousand Dollars (\$6,000) insurance benefit, the retired employee's eligible beneficiary will receive a Six Thousand Dollars (\$6,000) lump-sum pension bonus at time of death. Upon execution of this agreement, employees will no longer be eligible for such coverage upon retirement and may not enroll as a retired employee.~~

CITY PROPOSAL 9:

**ARTICLE XII
TOOL AND CAR ALLOWANCE**

- A. Each employee who is required by the City or Board of Education to supply his own hand tools to perform the work assigned to him shall receive as a tool allowance ~~for the purchase of such tools the sum of One Hundred Dollars (\$100) for the contract year.~~

~~Effective July 1, 2002, the tool allowance will increase to Two Hundred Dollars (\$200) per contract year and will become under a voucher system. Under such voucher system, the eligible employee will be required to submit a receipt in order to receive reimbursement. Such request for reimbursement must be made before June 30th.~~

CITY PROPOSAL 10

**ARTICLE XII
TOOL AND CAR ALLOWANCE**

- D. ~~Effective and retroactive to July 1, 2001, their~~ **There** shall be an annual clothing cleaning allowance of One Hundred and Twenty Five Dollars (\$125.00) per contract year for Police Aides.

CITY PROPOSAL 11

**ARTICLE IX
INSURANCE AND PENSIONS**

SECTION 8 - 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)~~ **one thousand dollars (\$1,000)**, provided the employee has notified the Benefit Manager's Office during the enrollment period. In order to be eligible for this annual payment, the employee must provide evidence of similar coverage under another group health benefit program **provided the employee must not be covered by any other medical/dental/vision plan of the City or the Stamford Board of Education. Any employee receiving the waiver payment as of the the effective date of this agreement [insert date] who would be disqualified by this proviso may continue to receive the waiver payment of \$750.** 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 months apart (January and July).

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

CITY PROPOSAL 12

ARTICLE XI **PROMOTION AND TRANSFERS**

- G. Upon promotion from one job classification to another, the employee promoted shall be placed on a step in the new salary range which is the next highest amount above his/her current ~~salary~~ **hourly rate**, but not less than ten percent (10%) higher than his/her present ~~salary~~ **hourly rate**, but not above the maximum for the ~~salary~~ **wage** grade.

CITY PROPOSAL 14

ARTICLE XVI
UPGRADING OF EMPLOYEES

A. The following shall be the procedure for handling new job classifications, reallocations and/or claims of substantial changes in job content. The City or Board shall have the right to establish the rates of compensation for new job classifications after negotiation with the Union with respect thereto. Substantial changes in job content shall be deemed to create a new job classification. Any failure to agree as to whether changes in job content are substantial or any failure to agree as to the rate of compensation for a new job or whether a position should be reallocated shall be deemed a grievance and shall, at the request of the Union, be submitted to arbitration under the provisions of Article XIV hereof. After consideration of the evidence and arguments presented, the arbitrator shall issue a decision based upon the point factor system designed by the J.W. Thompson Associates Study of February, 1988.

B. Effective ~~January 1, 2003~~ **after ratification**, the City and Union agree to meet and negotiate the criteria for use in determining upgrades for positions. In the event the parties are unable to reach an agreement on the issue, they agree to continue to utilize the point factor system designed by the J.W. Thompson Associates Study of February, 1988, as the basis and criteria for future upgradings.

CITY PROPOSAL 17

ARTICLE IV
WAGES

C. Any employee required to work temporarily in a higher rated classification for a period of five (5) consecutive working days or more shall receive for such work the rate in such higher rated classification at their same step rate, retroactive to the first day work commenced in said higher rated classification (Example: An employee at grade[step] S-4[D], who works out of classification at grade S-6 will be placed at step D). **However, if an employee is working in a higher classification in a different bargaining unit, the employee will move to the lowest step in that classification that will result in a pay increase for the employee.**

CITY PROPOSAL 20

ARTICLE VII

SICK LEAVE AND LEAVE OF ABSENCE

- D. Employees shall be required to furnish a certificate from a treating physician for all consecutive days of sick leave beyond three (3) days, **or where the City reasonably suspects sick leave abuse**. Certificate need not state diagnosis. Sick leave shall not be taken in advance. The City reserves the right to have an independent physician examine any employee, at City expense, claiming sick leave.

CITY PROPOSAL 24

ARTICLE X SENIORITY

- B. All newly hired employees shall serve a probationary period of six (6) months dating from the first day of employment. **However, the City may extend an employee's probationary period by an additional six (6) months, and will notify the Union if the probationary period is extended.** Upon completion of the probationary period, the seniority of such new employees shall date from the date of hiring.

CITY PROPOSAL 25

ARTICLE XIV GRIEVANCE/ARBITRATION PROCEDURE

Step 4. In the event the grievance is not resolved at Step 3 either party may submit it to binding arbitration before the State Board of Mediation and Arbitration within ~~sixty (60)~~ **thirty (30)** calendar days of the Step 3 response or date the Step 3 response was due. **The Union President may request an additional 30 calendar days, which shall be granted.** The City and the Union mutually agree that all arbitration hearings will be held at the Government Center, 888 Washington Boulevard, Stamford, CT, if the State so allows.

Either the City or Union may each elect, up to two (2) times per fiscal year, to submit a grievance to arbitration with the American Arbitration Association (AAA), and in such cases, the filing fee and cost of the arbitrator will be split equally between the parties.

Further, the City maintains the right to go to AAA on other cases at full cost to the City. In such cases, the City will pay the AAA and arbitrator's charges for said cases.

Upon mutual agreement, the parties may submit any grievance to AAA and the parties shall equally pay the AAA and arbitrator's charges for said case.

A Union representative designated by the Union, the grievant, and witnesses who are members of the bargaining unit, shall be granted time off with pay at his/her normal straight time rate of pay if such hearing is held during the employee's working hours. If the Union representative, grievant and/or witnesses are scheduled for the midnight shift (11:00 p.m. - 7:00 a.m.), he/she/they shall be released with pay from the midnight shift which commences the evening of the day on which he/she/they appeared at the hearing. If the Union representative who presents the case in arbitration is a member of the bargaining unit, the Union shall be entitled to have two (2) Union representatives granted time off with pay as provided for in the preceding two sentences.

CITY PROPOSAL 27

ARTICLE XIX
PERMANENT PART-TIME EMPLOYEES

C. The City will provide each employee in the bargaining unit with the opportunity to enroll in a term life insurance policy ~~in an amount equal to his/her annual salary to the lowest thousand at a cost to the employee of seven cents (\$.07) per week per thousand dollars of benefits. For those employees who choose to participate in this term life insurance plan while an active employee the City will provide and pay for a term life insurance policy in the face amount of six thousand (\$6,000) dollars upon retirement from the City~~ **on the same terms that apply to other employees in the bargaining unit in Article IX, Section 3.**

CITY PROPOSAL 29

ARTICLE XXVI
PART-TIME PARK POLICE

A. Each Parks Police Officer shall be eligible for the following benefits:

1. ~~For every one hundred forty (140) hours worked, the employee shall earn one (1) vacation day.~~ **Compensation for holidays, vacations, sick leave and**

bereavement leave shall be a pro rata portion of that provided for herein for full time employees. Parks Police Officers will receive personal leave days in the same manner as Permanent Part time Employees pursuant to the grievance settlement dated 9/20/1999, and attached hereto in Appendix E. (see below).

2. Each officer shall receive a uniform allowance of one hundred dollars (\$100) per fiscal year, provided they work on average at least two (2) shifts per week in the prior fiscal year. Such allowance will be payable in December of each fiscal year.
3. Overtime after forty (40) hours, every attempt will be made to distribute overtime as equitably as practicable among the part-timers.
4. Employees will receive one and one-half (1½) times their regular hourly rate for all time worked on holidays.
5. Employees shall receive shift differential as outlined in Article IV of the Collective Bargaining Agreement.
6. Part-time Park Police wage rates will be adjusted as follows:
 - a. ~~Effective January 1, 2015 \$26.62~~
 - b. ~~Effective July 1, 2015, all wage rates in effect on June 30, 2015 will be increased by two and one quarter percent (2.25%); and~~
 - c. ~~Effective July 1, 2016, all wage rates in effect on June 30, 2015 will be increased by two and one half percent (2.50%).~~

NOTE: wage increases subject to percentage increases applicable to other employees (7/1/17:2.0%; 7/1/18: 2.0%; 7/1/19: 0%)

- B. ~~The above represents the total package of benefits for parks police officers.~~
- C. Notwithstanding the above, the City retains the right to utilize law enforcement personnel from other bargaining units to perform law enforcements duties, provided that it does not impact the incumbent park police employees' current work schedule or their ability to perform their duties or their eligibility for overtime assignments.

APPENDIX E **Settlement Agreement**

The City of Stamford (hereinafter the "City") and Local #2377 of the International Union, United Automobile, Aerospace and Agricultural Workers Union-UAW (hereinafter the "Union"), hereby agree as follows:

1. The City agrees to reinstate personal leave time for permanent part-time employees. As such, those permanent part-time employees, who are currently employed by the City, will receive personal leave for both last fiscal year (1998/99) and the current fiscal year (1999/2000) and continuing each year thereafter. The parties agree that all personal leave time must be used by the end of the fiscal year or it is forfeited.
2. The Union agrees to withdraw Case #980804-1.

Dated: 9/20/99

**FOR THE CITY OF STAMFORD
LOCAL 2377**

FOR UAW

(x) W. C. Stover
Exline
William C. Stover
Asst. Director of Human Resources

(x) David
David Exline
President

CITY PROPOSAL 31

Incorporate MOU on compensatory time into contract.

Memorandum of Agreement

The parties to this memorandum, the City of Stamford (hereinafter the "City") and Local #2377 of the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America – UAW (hereinafter the "Union") hereby agree as follows, effective January 7, 2003:

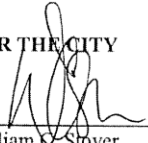
Compensatory time may be substituted in lieu of overtime pay, at the election of the employee. Compensatory time will be earned at the appropriate overtime rate. The employee may accrue compensatory time up to a maximum of thirty-five (35) hours. All accrued compensatory time will be used in the same manner as vacation leave and must be exhausted prior to an employee utilizing his/her vacation leave time. The City agrees that employees will not be forced to accept compensatory time in lieu of overtime.

Compensatory time is an option only for those bargaining unit employees working in departments in the Government Center, excluding employees working in the E-911 Center.

The parties agree to a one (1) year trial period at which time the parties agree to re-open and review this provision.

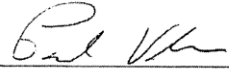
Dated: 3/28/03

FOR THE CITY



William C. Stover
Director of Human Resources

FOR THE UNION



Paul Vakos
Acting President