

EXECUTIVE SUMMARY

TENTATIVE AGREEMENT

STAMFORD MUNICIPAL SUPERVISORY EMPLOYEES UNION (MAA)

109 Full-Time Employees

The City and the MAA entered into a five-year agreement in June 15, 2020 covering the period July 1, 2018 through June 30, 2023. The agreement contained a reopener for wages for the third year beginning July 1, 2020. The five-year agreement provided for 2.25% GWI for July 1, 2018, 0% GWI for July 1, 2019, the State Partnership Plan and a no layoff for clause for FY 21. The no layoff clause is extended to June 2023 in this reopener agreement. The tentative settlement on the reopener provides for the following:

1. Duration to June 30, 2023.
2. Wages
7/1/2020 1.25%
1/1/2021 1.25%
7/1/2021 1.25%
1/1/2022 1.25%
7/1/2022 1.25%
1/1/2023 1.25%
(cost see attached)
3. COVID Vaccine Stipend \$65. **(cost 108 employees vaccinated = \$7,020)**
4. COVID Stipend: \$100 per month April 2020 – June 2021. **(approximately 50 employees = \$75,000)**
5. 2nd Language Stipend: \$25 per month paid to an employee who is certified by HR in a 2nd language. Languages to be included determined by the City based on business necessity (presently only Spanish).
6. One-time lump sum contribution of \$150 to 457 accounts for employees not in CERF **(35 employees = \$3,250)**

Attached are both the 2020 agreement and the reopener agreement.

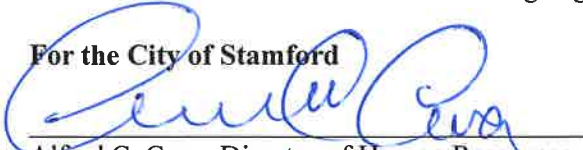
AGREEMENT
BETWEEN
THE CITY OF STAMFORD
AND

CITY OF STAMFORD MUNICIPAL SUPERVISORY EMPLOYEES UNION

The City of Stamford and the City of Stamford Municipal Supervisory Employees Union have reached an agreement on the reopener provision of the collective bargaining agreement effective July 1, 2018 through June 30, 2023. The terms of the reopener agreement are as follows:

1. GWI 7/1/2020 1.25%
1/1/2021 1.25%
7/1/2021 1.25%
1/1/2022 1.25%
7/1/2022 1.25%
1/1/2023 1.25%
2. COVID Vaccine Stipend: Employees who are fully vaccinated for COVID 19 shall receive a non-pensionable stipend of \$65.
3. COVID Stipend: for those employees who were required to report to their work location on a regular basis during the pandemic and not eligible for working remotely shall receive a non-pensionable stipend of \$100 per month (\$1,200 annualized) from April 2020 to June 2021 for each month or portion thereof worked during that time-period. The stipend shall be paid with the implementation of this Agreement.
4. Second Language Stipend: non-pensionable stipend of \$25 per month to employees who are certified by City in a second language. Paid in arrears at end of each fiscal year. Language(s) that qualify and qualification procedures to be determined by the City. The City may require reasonable requalification. (Presently the 2nd language would be limited to Spanish).
5. Each employee who participates in the 457/401-a deferred compensation plan and is not a CERF participant, as provided in Section 10.4 (A) (2) of the collective bargaining agreement, shall receive a one-time lump sum payment in the amount of \$150 paid to their deferred compensation account.
6. The City agrees that it shall not layoff or reduce the hours of any full-time bargaining unit employee employed as of the date of this Agreement. This clause shall terminate June 30, 2022, and shall not remain in force or effect during negotiations for a successor agreement.

For the City of Stamford



Alfred C. Cava, Director of Human Resources

Date: 11/22/21

City of Stamford Municipal Supervisory Employees Union



Dan Colleluori, President

Date: 11/22/21

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CONTRACT REVISIONS (Unless addressed specifically herein all terms and conditions of the current Agreement shall remain in effect status quo for the duration of the successor agreement)

The Parties agree that mutually agreed upon TAs are included (see attached)

Article II - Union membership

Section 2 (replaces current section)

Upon receipt of an employee's signed authorization to deduct membership dues or voluntary agency fees, the Employer agrees to deduct from the pay of the employee an amount as established and periodically adjusted by the union. Such deductions shall continue unless the employer is notified in writing by Council 4 that the employee is no longer a member. Council 4 reserves the right to modify and or replace any such authorization form.

(Effective upon ratification)

Article VI – Vacations

Section 6.3

Employees shall be allowed to carryover up to forty-five (45) days of earned vacation leave at fiscal year-end. **Employees shall annually have the option to cash out accrued vacation in excess of thirty (30) days at fiscal year-end at the rate of 75% of the employee's regular daily pay rate. Employees who choose this option shall receive the vacation payout in the first pay period following the pay period that includes July 1.** Employees are eligible for payout of a maximum of thirty (30) days upon separation of employment at 100% of their regular daily pay rate **and at 75% for any days in excess of thirty (30) days**, unless such separation is due to a layoff where sufficient notice is not provided. In such a case, the employee will be eligible for payout of all their vacation leave. The limit for maximum carryover may be exceeded with the approval of the employee's Director and the Director of Human Resources.

(Effective upon ratification)

Article VIII – Wages

Section 8.0

- A. **Effective July 1, 2018, the wage rates in effect on June 30, 2018, will be increased by two percent (2.25%) and will be retroactive to July 1, 2018.**
- B. **Effective July 1, 2019, the wage rates in effect on June 30, 2019, will be increased by zero percent (0%).**
- C. **NOTE: wages for Fiscal Year 2020/2021, 2021/2022, and 2022/2023 will be subject to reopener negotiations between the Parties in or about February 2021.**

Section 8.6

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An annual educational non-pensionable stipend in the following amounts shall be paid on or about December 15th of each year to an employee who holds or subsequently receives a degree from an accredited college or university and said degree exceeds the minimum job requirements of the position held by the employee.

Bachelor's Degree: \$250.00

Master's Degree: \$500.00.

(Effective for Fiscal Year 2019/2020)

Article X – Insurance and Pension

Section 10.0

The City will apply for the State Partnership Plan (“SPP”), subject to the following conditions:

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

(a) If the City’s application for the SPP is denied; and/or

(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;

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- 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 High Deductible Health Plan should be an option for employees.

(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 to remain with City plans

Section 10.3

B: Retiree Costs

iii. Each employee who retires and when sixty-five (65) years of age or older, shall receive premium reimbursement for coverage paid under Medicare Part B. **An employee whose retirement income requires that the employee pay an amount in excess of the Medicare Part B standard premium amount shall only be reimbursed for the standard premium amount.**
(Effective upon ratification)

Employees hired after the ratification of this Agreement shall not be eligible for any Medicare Part B premium reimbursement.

C: Employees hired after ratification of the CBA will not entitled to retiree insurance.

Section 10.4

A.2. Each employee hired after ratification April 3, 2012 shall not become members of the CERF, but shall be eligible to contribute to a 457 deferred compensation plan. The City shall match ~~fifty percent (50%)~~ of the employee's contribution by way of a contribution to a 401 (a) money purchase plan. The City's contribution shall not exceed **five and one half percent (5.5%)** ~~four and one half percent (4.5%)~~ of the employee's annual wages. **The 401a contributions will be made within thirty (30)**

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days of the close of each quarter.
(Effective for Calendar Year 2020)

E. Upon ratification, the employee contribution to the CERF shall be six and one-quarter percent (6.25%) of employee's base annual salary.

REVISION ADDED 10/14/20 BY AGREEMENT OF THE PARTIES:

P. For anyone promoted from another union into the MAA **or promoted within MAA**, where they were previously participants of the CERF plan, they will maintain the multiplier they had prior to the time they were promoted into **or within** the MAA, and they will pay the same 6% as all other MAA members. They will be subject to the Pension Promotion Rule described below. For anyone promoted from another union into the MAA **or promoted within MAA**, where they were not previously participants of the CERF plan, shall not participate in the CERF plan but may elect to participate in the 457-match plan. (For example if an employee who is in the IUOE and who is participating in the 457 is selected for a new position in the MAA, the person will only be eligible for the 457 plan.)

i. Pay the City (buy-back) the value of the higher pension, **to a maximum of ten (10) years of service**. For example; if the difference between the current salary and the new salary is \$10,000, and the person has twelve (12) years of service, the employee would pay the City the employee's contribution, at 6% per year, for ten (10) years for the time. In this example, the cost would be **\$6,000** ~~\$7,200~~ (6% at **10** years x \$10,000). The employee would immediately be entitled to a base salary for pension purposes based on their new salary. Moreover, the person would not be eligible to receive the pension on the new salary until after he/she is in the new position for one (1) year. The City will allow the buy-back through payroll deductions over one year or from rollover from the 457 plan.

(Effective upon ratification)

REVISION ADDED 11/24/20 BY AGREEMENT OF THE PARTIES:

S. Upon reaching ~~25 years of service and 60 years of age~~ the maximum benefit percentage under the CERF pension plan, an employee ~~may voluntarily elect to stop making~~ shall not be required to make any further contributions to the CERF pension plan and shall not accrue any further service credits under that plan, thereby freezing the employee's pension multiplier. ~~However, the employee's salary for the purposes of calculating his/her pension will not be frozen, and any future salary increases will be applied upon retirement in calculating the employee's pension amount according to the terms of the CERF plan.~~

(Effective upon ratification)

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Section 10.6

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 three thousand **five hundred** dollars **(3,500)** ~~(\$3,000)~~ 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 which is not obtained through the City of Stamford or Stamford Board of Education group health benefit program(s). If an eligible employee has waived 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). **(Effective upon ratification)**

Section 10.7 Employee Contributions

A. When the City successfully transitions the employees' medical coverage from their respective current providers to having the Connecticut Partnership Plan become the sole provider of medical benefits, all employees covered by the Connecticut Partnership Plan, except for employees who have waived health insurance coverage under Section 10.6, employees shall contribute, pursuant to Internal Revenue Code Section 125, on a pre-tax payroll deduction basis seventeen and one-half percent (17.5%) of the premium equivalent rate for their single, two person (two (2) times single coverage), and family coverage (two and one-half (2) times single coverage), respectively. The employees' premium cost share for the remainder of the contract will be subject to negotiations between the Parties in or about February 2021 at the same time as the wage reopener.

Article XI – Working Rules, Union Activities

Section 11.2

Effective upon ratification, the City shall provide an MAA Training and Tuition Fund in the amount of Fifty-**Five** Thousand Dollars **(\$55,000)** ~~(\$50,000)~~ per fiscal year, for those employees meeting the requirements contained herein. Any monies remaining in the fund as of June 30th of each fiscal year will be forfeited.

(Effective upon ratification (as stated in current language))

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Article XVII – Duration

Section 17.1

This Agreement shall remain in full force and effect up to and including June 30, ~~2023~~ 2018. 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. Any and all Memoranda of Understanding entered into previously and/or subsequently by and between and/or on behalf of the MAA and/or any one or all of its membership with the Human Resources Department and/or Administration of the City of Stamford shall be deemed to be incorporated by reference into any Collective Bargaining Agreement entered into by the parties.

The Parties shall meet in or about February 2021 for reopener negotiations for wages and health insurance premium cost share.

The City agrees that it shall not layoff any full-time or permanent part time bargaining unit employee employed as of the date of this Agreement, except as specifically provided below. This clause shall terminate June 30, 2021 except as provided below. 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.

If the Union agrees to a 0% wage increase for any year of the contract during the February 2021 reopener negotiations, or if an arbitration panel awards a 0% wage increase, then the foregoing no layoff language will apply for the applicable year of the 0% wage increase.

TENTATIVE AGREEMENTS REACHED DURING NEGOTIATIONS

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1. **CITY PROPOSAL NO. 2**

Section 7.2
TA on 2/11/19

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

**NOTE: The City proposes to move the deleted sentence to Section 7.0.A.
(Effective upon ratification)**

2. **UNION PROPOSAL #10**

Section 7.2
TA on 2/11/19

**Add: "An additional day may be granted for the purpose of travel at the discretion of the supervisor."
(Effective upon ratification)**

Section 7.7
TA on 2/11/19

MAA Sick Leave Bank

- a) The "sick leave bank" is established to be used to provide additional paid sick leave for extreme hardship cases due to personal illness and/or personal injury and are not intended for casual use. Any employee hired before July 1, 1997, may contribute two (2) days of sick leave per fiscal year to the sick bank. Any day contributed shall be deducted from the contributing individual's accumulation of sick leave. Employees hired after July 1, 1997 ~~after completing their first year of service,~~ will have ~~five (5)~~ **three (3)** of their twelve (12) annually allotted sick leave days assigned to the MAA

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Sick Leave Bank **until they reach a balance of thirty (30) in accordance with Section 7.0.** Only employees who contribute to the bank are eligible to participate.
(Effective upon ratification)

3. UNION PROPOSAL #12

Section 12.0
TA on 2/11/19

Step One: In the event that any employee shall be disciplined, suspended, discharged or reduced in grade and the employee feels that such action was taken without just cause or; **an employee or his Union representative may attempt to adjust the matter with his Department Head within ten (10) working days after the action was taken or the dispute arose. Within five (5) working days after the Department Head receives such grievance, he/she shall arrange to meet with the affected employee or his/her Union representative.** In the event a dispute shall arise concerning the interpretation of performance of this contract, an employee or his Union representative may attempt to adjust the matter with his Department Head within ~~ten (10) working~~ **thirty (30) calendar** days after the action was taken or the dispute arose. Within five (5) working days after the Department Head receives such grievance, he shall arrange to meet with the affected employee or his Union representative.
(Effective upon ratification)

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Agreed to by the Parties:

For the Union

For the City

Paul R Lavallee _____

Gabriel J. Jiran _____

Date

Date

6/18/2020

6/18/20

MAA Tentative Agreement Estimated Wage Cost Summary
7/1/2020 thru 6/30/2023

City MAA Estimated Retro Wages
(Includes all wages)

			Fund Balance				Contingency				Future Obligations				Total Commitment
Estimated Wage Basis (1/2 Year)	% Increase		Increase 1 (7/1/20 - 12/31/20)	Increase 2 (1/1/21 - 6/30/21)	Medicare and FICA (7.65%)	Total Fund Balance	Increase 3 (7/1/21 - 12/31/21)	Increase 4 (1/1/22 - 6/30/22)	Medicare and FICA (7.65%)	Total Contingency Balance	Increase 5 (7/1/22 - 12/31/22)	Increase 6 (1/1/23 - 6/30/23)	Medicare and FICA (7.65%)	Total Future Obligations	Total
Increase 1 (7/1/20 - 12/31/20)	6,497,482	1.250%	\$81,219	\$81,219	\$12,426	\$174,863	\$81,219	\$81,219	\$12,426	\$174,863	\$81,219	\$81,219	\$12,426	\$174,863	\$524,590
Increase 2 (1/1/21 - 6/30/21)	6,578,700	1.250%	\$0	\$82,234	\$6,291	\$88,525	\$82,234	\$82,234	\$12,582	\$177,049	\$82,234	\$82,234	\$12,582	\$177,049	\$442,623
Increase 3 (7/1/21 - 12/31/21)	6,660,934	1.250%	\$0	\$0	\$0	\$0	\$83,262	\$83,262	\$12,739	\$179,262	\$83,262	\$83,262	\$12,739	\$179,262	\$358,525
Increase 4 (1/1/22 - 6/30/22)	6,744,196	1.250%	\$0	\$0	\$0	\$0	\$0	\$84,302	\$6,449	\$90,752	\$84,302	\$84,302	\$12,898	\$181,503	\$272,255
Increase 5 (7/1/22 - 12/31/22)	6,828,498	1.250%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$85,356	\$85,356	\$13,060	\$183,772	\$183,772
Increase 6 (1/1/23 - 6/30/23)	6,913,854	1.250%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$86,423	\$6,611	\$93,035	\$93,035
			\$81,219	\$163,452	\$18,717	\$263,388	\$246,714	\$331,016	\$44,196	\$621,927	\$416,373	\$502,796	\$70,316	\$989,485	\$1,874,800

BOE MAA Estimated Retro Wages
(Includes all wages)

			Fund Balance				Contingency				Future Obligations				Total Commitment
Estimated Wage Basis (1/2 Year)	% Increase		Increase 1 (7/1/20 - 12/31/20)	Increase 2 (1/1/21 - 6/30/21)	Medicare and FICA (7.65%)	Total Fund Balance	Increase 3 (7/1/21 - 12/31/21)	Increase 4 (1/1/22 - 6/30/22)	Medicare and FICA (7.65%)	Total Contingency	Increase 5 (7/1/22 - 12/31/22)	Increase 6 (1/1/23 - 6/30/23)	Medicare and FICA (7.65%)	Total Future Obligations	Total
Increase 1 (7/1/20 - 12/31/20)	354,075	1.250%	\$4,426	\$4,426	\$677	\$9,529	\$4,426	\$4,426	\$677	\$9,529	\$4,426	\$4,426	\$677	\$9,529	\$28,587
Increase 2 (1/1/21 - 6/30/21)	358,501	1.250%	\$0	\$4,481	\$343	\$4,824	\$4,481	\$4,481	\$686	\$9,648	\$4,481	\$4,481	\$686	\$9,648	\$24,120
Increase 3 (7/1/21 - 12/31/21)	362,983	1.250%	\$0	\$0	\$0	\$0	\$4,537	\$4,537	\$694	\$9,769	\$4,537	\$4,537	\$694	\$9,769	\$19,538
Increase 4 (1/1/22 - 6/30/22)	367,520	1.250%	\$0	\$0	\$0	\$0	\$0	\$4,594	\$351	\$4,945	\$4,594	\$4,594	\$703	\$9,891	\$14,836
Increase 5 (7/1/22 - 12/31/22)	372,114	1.250%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,651	\$4,651	\$712	\$10,015	\$10,015
Increase 6 (1/1/23 - 6/30/23)	376,765	1.250%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,710	\$360	\$5,070	\$5,070
			\$4,426	\$8,907	\$1,020	\$14,353	\$13,444	\$18,038	\$2,408	\$33,891	\$22,690	\$27,399	\$3,832	\$53,921	\$102,166

Totals City and BOE	\$85,644	\$172,359	\$19,737	\$277,741	\$260,158	\$349,055	\$46,605	\$655,818	\$439,063	\$530,195	\$74,148	\$1,043,406	\$1,976,965
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